

Location:



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

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 11/15/2024 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 Engineering Activity Report. (For Possible Action)
 - 4.2.4 Acknowledge receipt of the monthly Public Transportation and Operations Report for December. (For Possible Action)
 - 4.2.5 Acknowledge receipt of the monthly Community Outreach and Media Activity Report. (For Possible Action)
 - 4.2.6 Acknowledge receipt of the Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (For Possible Action)
- 4.3. Engineering Department
- 4.3.1 Approve a contract with Avenue Consultants, Inc., for services associated with alternative project delivery support, program process improvement, and project management support, in an amount not-to-exceed \$600,000. (For Possible Action)
 - 4.3.2 Approve a contract with Wood Rodgers, Inc., for preliminary design related to the University Area Transportation Project, in an amount not-to-exceed \$565,770. (For Possible Action)
 - 4.3.3 Approve Amendment #1 to the contract with Wood Rodgers, Inc., for the West Fourth Street Downtown project, in the amount of \$525,850, for a new total not to-exceed amount of \$1,267,330. (For Possible Action)
 - 4.3.4 Approve a contract with Q&D, Inc., for Construction Manager at Risk (CMAR) pre-construction services for the Sierra Street Bridge Replacement Project, in an amount not-to-exceed \$643,075. (For Possible Action)
 - 4.3.5 Approve a contract with Atkins North America, Inc., for right of way acquisition support services for the Military Road Capacity and Safety Project, in an amount not-to-exceed \$318,575. (For Possible Action)
 - 4.3.6 Approve a Reimbursement Agreement with the City of Sparks for betterment improvements on the Sparks Boulevard Capacity Improvement Project, in the amount of \$1,299,709. (For Possible Action)
 - 4.3.7 Approve a contract with Wood Rodgers, Inc., to perform a feasibility study, conceptual alternatives analysis, and environmental studies for the La Posada Drive to Tahoe Reno Industrial Center Roadway Alignment and Feasibility Study, in an amount not-to-exceed \$1,418,537. (For Possible Action)
 - 4.3.8 Approve Amendment No. 1 to the contract with Parametrix, Inc., for preliminary and final design services, environmental documentation, and regulatory permitting support for the Keystone Avenue Bridge Replacement Project, in the amount of \$5,284,543, for a new total not-to-exceed amount of \$6,658,997. (For Possible Action)
 - 4.3.9 Approve a contract with Innovative Contracting and Engineering LLC for independent cost estimating services related to the Sierra Street Bridge Replacement Construction Manager at Risk (CMAR) Project, in an amount not-to-exceed \$432,471. (For Possible Action)
 - 4.3.10 Approve a contract with CA Group, Inc., for design services and engineering during construction services for the Traffic Engineering Spot Project 26-01, in an amount not-to-exceed \$345,699. (For Possible Action)
 - 4.3.11 Approve Amendment #1 to the contract with CA Group, Inc., for additional environmental and design services related to the Eagle Canyon Safety and Operations Project, in the amount of \$143,555, for a new total not-to-exceed amount to \$441,754. (For Possible Action)

4.4. Public Transportation/Operations Department

- 4.4.1 Approve a contract with Ballard Power Systems, Inc., for a comprehensive workforce development fuel cell training system, for a total not-to-exceed amount of \$644,500. (For Possible Action)

5. Discussion Items and Presentations:

- 5.1 Receive a report on the FY 2024 Annual Comprehensive Financial Report (ACFR) for the Regional Transportation Commission of Washoe County and authorize staff to submit the document to the Nevada Department of Taxation. (For Possible Action)
- 5.2. Approve the RTC federal priorities and provide direction accordingly. (For Possible Action)
- 5.3. Receive a report on the draft Coordinated Public Transit-Human Services Transportation Plan (CTP). (Informational Only)

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)

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/20/2024

Agenda Item: 4.1.1

To: Regional Transportation Commission

From: Michelle Kraus, Clerk of the Board

SUBJECT: Draft Meeting Minutes for 11/15/2024

RECOMMENDED ACTION

Approve the meeting minutes for the 11/15/2024 RTC Board meeting.

BACKGROUND AND DISCUSSION

See attachment 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

8:00 A.M.

November 15, 2024

PRESENT:

**Ed Lawson, , Chair, Mayor of Sparks
Alexis Hill, Vice Chair, Washoe County Commissioner
Mariluz Garcia, Washoe County Commissioner (Via Phone)
Devon Reese, Reno City Council
Bill Thomas, RTC Executive Director
Adam Spear, Legal Counsel
Sajid Sulahria, Deputy Director of NDOT**

ABSENT:

**Hillary Schieve, Mayor of Reno
Tracy Larkin Thomason, Director of NDOT**

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. Being none, Chair Lawson moved to Consent Items.

Item 3 APPROVAL OF AGENDA

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

Items 4 CONSENT ITEMS

Vice Chair Hill pulled Item 4.4.1 asking for more information.

On motion of Vice Chair Hill to approve the remaining consent items, less Consent Item 4.4.1, seconded by Commissioner Reese, the motion unanimously carried, Chair Lawson ordered that the remaining consent items for this meeting be approved.

4.1 Minutes

- 4.1.1 Approve the meeting minutes for the 10/18/2024 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 Engineering Activity Report. (For Possible Action)
- 4.2.4 Acknowledge receipt of the monthly Public Transportation and Operations Activity Report. (For Possible Action)
- 4.2.5 Acknowledge receipt of the monthly Outreach Report from the Communications staff. (For Possible Action)
- 4.2.6 Acknowledge receipt of the monthly summary report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (For Possible Action)

4.3 Engineering Department

- 4.3.1 Approve an administrative settlement in the amount of \$389,000 authorizing RTC to acquire a fee simple interest in the entirety of APN: 013-082-19 from Dittler Properties, LLC for the Mill Street Capacity and Safety Project; approve a short-term lease with Alltaken, Inc., to provide more time for tenant relocation efforts. (For Possible Action)
- 4.3.2 Approve an administrative settlement in the amount of \$76,730 authorizing RTC to acquire certain property interests related to APN: 013-081-29 from Golden Valley Holding, LLC, for the Mill Street Capacity and Safety Project. (For Possible Action)
- 4.3.3 Approve an administrative settlement in the amount of \$115,790.25 authorizing RTC to acquire certain property interests related to APN: 012-201-23 from Wilson Bros. Sales, for the Mill Street Capacity and Safety Project. (For Possible Action)
- 4.3.4 Approve an administrative settlement in the amount of \$54,479 authorizing RTC to acquire certain property interests related to APN: 012-220-19 & 012-220-36 from Erik Litak for the Mill Street Capacity and Safety Project. (For Possible Action)
- 4.3.5 Approve a contract with Kimley Horn and Associates, Inc., for design services and engineering during construction services for the Stead Signal Improvements Project, in an amount not-to-exceed \$456,047. (For Possible Action)
- 4.3.6 Approve a contract with HDR, Inc., for design services and engineering during construction services for the La Posada Corrective Project, in an amount not-to-exceed \$395,413. (For Possible Action)
- 4.3.7 Approve Amendment No. 1 to the contract with Jacobs Engineering Group, Inc., for additional services related to coordination and design effort associated with the Construction Manager At Risk (CMAR) project delivery method for the Sierra Street Bridge Replacement Project, in the amount of \$498,490, for a new total not-to-exceed amount of \$4,151,618. (For Possible Action)
- 4.3.8 Approve a contract with Wood Rodgers, Inc., for design and optional engineering during construction services for the Traffic Signal Modifications 26-01 Project, in an amount not-to-exceed \$391,730. (For Possible Action)
- 4.3.9 Approve a contract with HDR Engineering Inc., for design and optional engineering during construction (EDC) for the Traffic Signal Fiber 26-01 Project, in an amount not-to-exceed \$554,491. (For Possible Action)
- 4.3.10 Approve a contract with HDR Engineering, Inc., to conduct a Transportation Systems Management and Operations (TSMO) Capability Maturity Model (CMM) assessment of the RTC, in an amount not-to-exceed \$181,760. (For Possible Action)

4.4 Public Transportation/Operations Department

- 4.4.1 Approve a contract with WSP USA, Inc., to conduct a study to evaluate the feasibility of developing a commuter or employee-access rail system to provide a reliable alternative mode of transportation for daily workforce commuting between the Reno/Sparks area and the Tahoe-Reno Industrial Center located in Storey County, in an amount not-to-exceed \$797,517.81. (For Possible Action) *Item pulled for details and discussion, see below.*
- 4.4.2 Approve a Contribution Agreement with the Downtown Reno Business Improvement District, a private Nevada nonprofit corporation, in an amount not-to-exceed \$100,000 per year for three years for transit related purposes, including ambassador services, cleaning/maintenance services, augmented police services, and other special services within the Reno Business Improvement District located in the vicinity of downtown Reno. (For Possible Action)
- 4.4.3 Approve Amendment #12 to the contract for operation and maintenance of paratransit and on-demand transit services with MTM Transit, LLC, to increase the Revenue Vehicle Hour Rate for normal service in the second two option years to \$77.27 in FY26 and \$78.42 in FY27, increase the rate for special/extra service in the second two option years to \$45.47 in FY26 and \$46.57 in FY27, and increase the Fixed Monthly Payment in the second two option years to \$86,615 in FY26 and \$89,011 in FY27; authorize the Executive Director to exercise RTC's option for the second two option years. (For Possible Action)
- 4.4.4 Approve a contract with Complete Coach Works for the purchase of electric vehicle bus parts, in an amount not-to-exceed \$150,992.30. (For Possible Action)
- 4.4.5 Acknowledge receipt of this quarterly Construction/Maintenance update on Transit Stops as presented to the Citizens Multimodal Advisory Committee on November 6, 2024. (For Possible Action)

4.5 Executive, Administrative and Finance Departments

- 4.5.1 Approve a contract with the Guinn Center to study fuel tax replacement options and policy implications of different solutions, in an amount not-to-exceed \$108,020. (For Possible Action)
- 4.5.2 Acknowledge receipt of a report regarding quarterly progress on the RTC Strategic Roadmap - FY 2025 (Q1). (For Possible Action)

James Gee, Director of Public Transportation and Operations, Resolution 4.4.1 authorizes a contract between RTC and WSP for the performance of a commuter rail study connecting downtown Reno, downtown Sparks, and the Tahoe Reno Industrial Park. This corridor is approximately 19 miles, currently has a Union Pacific rail line, and we are going to study the potential of commuter rail to connect the population in Reno to where the workforce is at the industrial park and in between. This is a very exciting project for us. As a part of the scope of work, we will look at not only the capital costs, the ongoing operating costs and the projected ridership, but we will also be looking at first mile last mile solutions within the industrial park. Looking at station locations to serve the potential riders and grant opportunities. Most importantly, this contract will allow us to develop a package that we can share with UPRR for review and hopeful approval so we can operate on their rail line.

Austin Osborne, County Manager for Storey County. I appreciate the opportunity to be here today. I really would like to start with a thank you to Mr. Thomas, as well as Chris Riley from the Governor's Office, Taylor Adams from EDAWN and other members of this community and ours that I think really have put a significant effort into trying to pull in not only stakeholders, but decision makers together in looking at ways to address transportation and other regional matters and Storey County. Our team and

myself are honored to be part of these conversations. Today, to us, is a kind of a monumental step in the right direction of working regionally. My board knows that I'm here and they're supporting our discussions of where we are at this point. I'm prepared on December 3rd to bring to my board for consideration the items that are being discussed by you all here today. At this point, we just want to really reemphasize that as far as coming together, working mutually toward resolutions, whether it's transportation, housing, even helping Story County implement its master plan update with housing and workforce housing expansion and other regional matters, that this is very exciting for us. We're really looking forward to working with you.

I would also like to point out, too, that we have had some commitments from the private businesses in the Tahoe-Reno Industrial Center to also contribute towards this effort. So, this really is going to be a jointly funded effort funded by RTC, Washoe County, NDOT and private businesses in the total amount to be funded of \$797,517.81. I'm very proud to share with the Board that this really is an interregional effort to address this issue.

The contributions from all entities will be brought back to the Board. All Commissioners are very excited for the endeavor to happen and are happy with WSP.

On motion of Vice Chair Hill to approve Consent Item 4.4.1, seconded by Commissioner Reese, motion unanimously carried, Chair Lawson ordered that Consent Item 4.4.1 be approved.

Item 5 DISCUSSION ITEMS AND PRESENTATIONS

5.1 Receive a presentation from staff regarding the 2050 Regional Transportation Plan (RTP) Update. (Informational Only)

Vanessa Lacer, RTC Planning Director, provided a presentation and discussed the 2050 RTP.

I'm pleased to be able to share with you some of the work we've been doing, provide a bit of an overview and our development timeline. I'll provide a snapshot of what we've completed and things still on our to do list and then I'd like to dig in a little bit around project development and project prioritization. Give you a sense of the methodology we're using there and then leave you with some important next steps. We are on track for spring 2025 adoption.

We have completed the first round of our public engagement, and we've held five agency working group meetings. We've completed plan visioning and goal setting. We will have a second round of public engagement, which includes some draft plan presentations and then of course, plan adoption.

We have 204 projects in total, and the types of projects we identified are grouped into sort of four big categories freeway capacity, spot, intersection and multi-modal. Some key steps in this process included a call for projects from jurisdictions. This ensured that each jurisdiction had the same bite at the apple. They were able to submit projects that were important to their communities and also the region.

The development of the project scope was another key step in making sure that the current RTP projects scope was still applicable to today's conditions, and then also developing the estimated project cost was incredibly important. The understanding is that the majority of the projects in this draft list do not have engineering associated with them, and these estimated project costs are really at planning level. So, we're using previous project costs, what we know, material costs, etc. to develop those planning level costs with the expectation that as projects move into an implementation phase and we

get new information, those costs will likely change. So, once we had that draft project list with the scope and the estimated cost, we were able to move into this phase of project prioritization and project scoring. To do that, we built a scoring tool and worked with our agency working group to get feedback on this tool. The tool is based on our nine plan goals that we have developed in communication with the agency working group and taking into consideration federal and state goals.

The draft is planned to be available January 3rd. At that time, we'll open a 30 day public comment period. That's our second round of public engagement, so we'll be seeking comments on the draft plan. As part of the comment period, we'll be doing some presentations in the community as well to gain feedback. We'll also be providing the draft plan for review by our Plan Agency Working Group, our Technical Advisory Committee, as well as our Citizens Multimodal Advisory Committee. That's all occurring in January of this of next year and then we're going to be seeking plan adoption in February of next year with a backup date of March and that's our deadline for plan adoption

Bill Thomas, RTC Executive Director. Two things I want to share with the board. First is that we're a bit under the gun with this project because it's required to be done by a certain date by the US Department of Transportation. Unfortunately, the reason we're here is because we had a challenge recruiting the replacement for a planning director, so that put us way behind. But I personally believe it was well worth the wait, because Vanessa's been a rock star in jumping into this and bringing this forward. One of the things I would offer to the board members is individual meetings where we can go through the projects and give you as deep a dive as you want in terms of what the plan includes, because it would probably be a challenge to do that in a public forum like this for all of you to feel comfortable about everything. I will offer that to each and every one of you and we'll sit down with Vanessa and the technical staff we need to be able to best answer your questions. The most important thing to take away is the RTP is really a start and not a finish

Vice Chair Hill, did you engage the Tahoe Transportation District? I know they are not a governmental agency necessarily. They do overlap in Washoe, but I just want to make sure that Tahoe was engaged in this because my Washoe County staff aren't necessarily looking at Tahoe when you engage them on their projects.

Vanessa Lacer, I'm not certain of the exact representative, but we did have an inter county group that we worked with as well, and the purpose really was to reach across county boundaries and make sure that the greater region was aware of what we were doing and able to provide feedback, and they'll be involved in that draft plan review as well, so Tahoe is part of that.

5.2 Receive a report and presentation from Simmons Group regarding its employee classification and compensation study of the Regional Transportation Commission. (Informational Only)

Ann Simmons Nicholson and Brittany Winters, consultants from the Simmons Group, gave a presentation on the classification and comp study performed for the RTC.

The survey findings were that overall, the RTC's market position and annual base salaries are in the 50th percentile or median for each employee's respective position. RTC's average base compensation as an overall organization is 12 percentage points above the market median. RTC has made the decision, and we believe it is a wisely made decision that based on this study, no RTC employee will experience a reduction in compensation and some may receive pay adjustments. The proposed compensation framework from the data that we collected, we are recommending 21 salary bands. The salary range midpoints will be based on the market 50th percentile.

The salary bands provide a hierarchical system that enables employees to be promoted from one band to another and this will help avoid salary compression. When someone gets promoted into another position, they can sometimes be making less than the people that they are supervising. Then 75% range spreads from the minimum to the maximum salary will allow for the longevity and recognizing the difference of rates and pay for performance.

We suggest that you're good with the current data and for the first full year after this. So next year we would suggest that you look at a 2.5% to 2.9% adjustment to your salary bands. It is very typical that there is a number determined by this, by your executive team and approved by this Board, that would keep your market competitive. The second year we would suggest that you benchmark key positions by job families, specifically those job families that are difficult to hire for and are very competitive. Once you benchmark those key positions, consider an overall adjustment to the salary bands. Then the third year, in order to keep you current with the market as well as aligned with the market, because we don't know what's going to happen in three years, you would once again do a full compensation study.

The Commissioners would like to see our drivers, mechanics, and folks who are in the bargaining groups that are Keolis and MTM take part in this type of survey in the near future as well.

Laura Freed, RTC Administrative Director will bring something forward to the Board no later than the next budget cycle, but if it can be done quicker, we're looking at probably January/February to have something to present back to you.

Item 6 REPORTS (Informational Only)

6.1 RTC Executive Director Report

1. The RTC is finalizing a contract with WSP to conduct a rail service planning study between Reno-Sparks and Tahoe-Reno Industrial Center.
 - The six-month project is expected to cost around \$800,000. The RTC Board approved \$400,000 – and NDOT has agreed to pay another \$200,000. We could also expect funding from Storey County and Panasonic. The study will explore the possibility of using Union Pacific right-of-way for commuter rail to relieve congestion on Interstate 80.
2. Once again, the RTC helped residents during the Callahan Fire in south Reno, Monday.
 - MTM sent five paratransit vehicles to the Neuro Restorative Center. They transported 10 patients and three staff to Alpine and Renown. Keolis staged one bus at Galena High School for anyone who needed transportation to get out of the area. Thank you to Jaime Borino, Taquan Jackson of Keolis, Jessica Rutherford and Simon Batter of MTM for answering the call on this important service during an active emergency.
3. The RTC is holding our annual Stuff A Bus Holiday Food Drive to help our neighbors in need.
 - This year's event is December 12th from 10 in the morning to 4 in the afternoon. We will park a bus at Sam's Club on Kietzke Lane to collect non-perishable food items. We will take the bus to the KTVN "Share Your Christmas Food Drive" the next day to drop off the food. All of it will go to the Food Bank of Northern Nevada. This is a great community event that we are more than happy to lead.
4. Please welcome our newest member to the RTC – Nichole Neri.
 - Nichole started her new job as the Agency Services Supervisor November 4th. She comes to us from HTA Plumbing and Mechanical where she was the office manager for eight years. She has experience in administrative support, billing and accounts receivable, creating operating procedures, and the supervision of other employees. Nichole is replacing Lee Anne Olivas who is moving into her new position as HR Analyst. Lee Anne is working

with Nichole to learn eBuilder and get her up to speed. Welcome, Nichole. We look forward to your success here at RTC.

5. Congratulations to Josh MacEachern and Jeremy Lattin for their first anniversaries with the RTC.
 - Josh is our Public Information Officer. He hit the ground running and quickly got up to speed on our projects and programs. He's doing a great job getting information out to the public.
 - Jeremy is our Senior Financial Analyst, leading the way on our grant applications. Since he arrived, D-O-T awarded the RTC with a Safe Streets for All Planning Grant. We are waiting to hear if we were successful on two other grant submissions.
 - Thank you, Josh and Jeremy – keep up the good work.
6. Also, a big shoutout to Wesley Hall on celebrating five years at the RTC.
 - Wes is one of our Facilities Maintenance Specialists. He's been doing a great job to keep our properties in good condition – including our bus stops around town. Congratulations and thank you, Wes!
7. I would also like to congratulate Alex Wolfson and his wife on the birth of their first child.
 - The Wolfson's welcomed their son, Kiahn (Keon), November 2nd. Both mom and the baby are home and doing well. Alex is also taking some leave to be with his family during this exciting time. We wish the Wolfson's all the best with their new addition and their growing family!
8. The MTM Employee of the month is Michael Willing.
 - Michael has been serving the community in an MTM uniform for a year-and-a-half but chose driving as a career, long before that. He plans to stay behind the wheel of ACCESS or FlexRide buses for the foreseeable future. He says it's the people that keep him motivated. Outside of work, he likes to go to the movies, fish, and care for his dog, Coyote. Michael's family is in central California, and he likes to visit when possible.
9. The Keolis Driver of the Month is Se-dah Sarvestano.
 - He has worked as a bus operator for RTC Ride since May of 2020. Se-dah's accomplishments in October consist of 97 percent on-time performance, zero preventable accidents, and no customer complaints. He loves his career and wears a bright smile each day at work. When he's not working, he enjoys quality time with his family.

6.2 RTC Federal Report

Paul Nelson, RTC Government Affairs Officer. Congress is back in session now and with Republicans winning the white House and both houses of Congress, we will see some reshuffling on the Republican side. One of those could be Congressman Amodei, who right now is the subcommittee chair on appropriations for the Department of Homeland Security. We could see him move to a different position in the subcommittee. As a result, most legislation in the Senate has to be bipartisan because of the 60 vote threshold. So, the Senate leadership will have to work with Democrats in order to pass anything. Republicans will use their 53 seat majority to extend the 2017 tax cuts through the reconciliation process. Lawmakers will likely delay FY25 appropriations until March, instead of trying to get back and get everything done by December 20th. As you've probably seen, Senator Thune from South Dakota will be the Senate majority leader. President elect Trump has vowed to repeal the Inflation Reduction Act, but the law is actually helping out a lot of these red districts, a lot more than the Democratic districts. So, a lot of the Republican senators are actually lobbying to keep those in place. The plan could be to trim it down instead of having a full repeal of credits. Targeting EVs and renewables could be the most vulnerable. The priorities will likely change as well.

During the last two years of the bipartisan infrastructure law, expect less emphasis on climate equity and social justice considerations on the merit criteria for traditional road and bridge projects. We can

also expect the Trump administration to prioritize rural highway projects in the Raise Grant Program, similar to his first term from Fiscal Years 18 to 20. About half of the Raise Money was actually used for highway expansion projects, and FHWA has announced its protect NOFO. We do plan on applying for this grant for the Sun Valley Community Gateway project, just as a backup, in case we're not successful on the Reconnecting Communities Grant. Those awards will be announced early next year and the protect application is due in late February.

6.3 NDOT Director Report

NDOT Deputy Director Sajid Sulahria gave a presentation and a summary on the following topics:

- Last month NDOT received a \$275 Million Grant for the widening of I-80 from Vista Boulevard out to USA Parkway. We are working on NEPA right now, and NEPA is anticipated to be completed in summer of 2025. Then we will begin the final design and the design and construction will commence in the upcoming years.
- Bicycle Safety Training Certification, which includes hazard avoidance, traffic safety, proper road positioning, leading group rides and developed plans for additional bicycle safety events and classes.
- Trunk or Treat Community Event was on Saturday, October 26th and we hosted an information booth, including pedestrian and school zone safety information.
- New CDL Virtual Snowplow Simulator includes: training to enhance new driver confidence with the potential to reduce crashes; customizes training to Nevada roads; can reduce training-related fuel, maintenance and equipment costs and has a one-year lease.

Item 7 COMMISSIONER ANNOUNCEMENTS AND UPDATES

Chair Lawson, I want to say happy Thanksgiving to everyone and if you need something to do Thanksgiving morning, we have the Turkey Trot and Sparks so you can work up an appetite. It's a great family event and we usually have a couple thousand people there. It's just fun to get out and see your neighbors, too.

Item 8 PUBLIC INPUT

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

Mr. Mac Rossi, local resident, I'm here not as a public comment, but as more as a reminder. I've been working on two projects in Ward 5 for many years. One project has been going on for nine years and it's over in Keystone and North McCarran. There are 800 apartments over there at McCarran and can only turn right. RTC with NDOT and the City of Reno have okayed to put a signal in there. So, anybody going north can also make it north without having to make a U-turn. Like I said, this project has been going on for nine years, and it was going to be completed last summer, but it was delayed until spring of this year and then summer of this year and now it's moved to next year. The other project I've been working on for five years is a bus stop on 7th Street and McCarran. It's in a designated right hand turn lane with three lanes of traffic designated for that lane. It's not ADA approved, and it was supposed to be in the process of being completed this summer. Now it has been delayed again. I want to just be here to ask you to do your part to get her done. Thank you.

Item 9 ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 9:15 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: 12/20/2024

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 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
Veterans Parkway ITS	December 17, 2024

<u>Request for Proposals (RFP)</u>	
Project	Due Date
Public Transportation Consultant for the RTC TOPS Plan	January 6, 2025
RTC Website Refresh Project	January 8, 2025

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
Mill Street to Golden Demolition	Olcese Construction Company	11/18/2024	\$257,745

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
Mill Street Commercial Properties	Construction Materials Engineers, Inc.	\$46,200
Mill Street Demolition Phase 1	Geotechnical & Environmental Services	\$45,244
Military Road Capacity Project Appraisals	Johnson, Perkins, Griffin Appraisers	\$67,500
Zayo Internet Services Renewal	Zayo Group	\$56,700

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
Kietzke Lane ITS	Sierra Nevada Construction	11/6/2024	Amend. 1	\$49,750	\$1,466,757
Traffic Signal Modifications 23-01	Summit Line Construction	11/18/2024	CO1	\$185,544	\$3,370,899



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/20/2024

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 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

Neighborhood Network Plans 1 & 2	
Marquis Williams, Project Manager	https://rtcwashoe.com/planning/active-transportation-plan/
<i>Status: First outreach event held in November 2024, with subsequent meetings scheduled for early and mid December 2024.</i>	

RTC Regional Travel Demand Model Update	
Xuan Wang, Project Manager	https://www.rtcwashoe.com/mpo-reports/model2023/
<i>Status: The project team completed the model calibration. The model is being finalized for RTP analysis.</i>	

RTC Regional Transportation Plan Update	
Vanessa Lacer, Project Manager	https://rtcwashoe.com/planning/regional-planning/rtp/
<i>Status: The project team is working on finalizing the draft plan which will be available for public comment on January 3, 2025.</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>	

Active Transportation Program	
RTC Planning and Engineering Staff	https://www.rtcwashoe.com/metropolitan-planning/
<i>Status: Developing participant list for Active Transportation Technical Advisory Committee (AT-TAC).</i>	

Vision Zero Truckee Meadows	
RTC Planning Staff	https://visionzerotruckeemeadows.com/
<i>Status: SS4A planning funds totaling \$1.2 million in federal dollars awarded with agreement kickoff meeting 12/4/24. Once executed, staff will release an RFP for consultant support in the development of a Comprehensive Safety Action Plan and a predictive safety tool for use in developing future roadway projects. Next Vision Zero Truckee Meadows Task Force meeting scheduled for early in calendar year 2025.</i>	



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/20/2024

Agenda Item: 4.2.3

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 for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related with this action.

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/biggest-little-bike-network/>

Status: The public comment period for the 30% project design concepts ended on October 21, 2024. The project team will review comments as it further develops the project design.

Eagle Canyon Safety and Operations

LaShonn Ford, Project Manager

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

Status: The project design has reached 90% design.

Capacity/Congestion Relief Projects

Buck Drive Circulation

Maria Paz Fernandez, Project Manager

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

Status: Kimley Horn & Associates is the selected firm for design and construction engineering services. Ongoing coordination with City of Reno staff. Sixty percent (60%) design plans received mid November. Construction is tentatively scheduled for spring 2025.

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 has begun the feasibility study for the project.

Legends Roundabouts

Sara Going, Project Manager

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

Status: The project is currently under final design. Right-of-way acquisition is ongoing.

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 final design phase for the project. Right-of-way acquisition is ongoing.

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 and looking at early scoping and schedule items. Currently performing survey, geotechnical investigations, hydrology/hydraulics analysis, traffic modeling and preliminary engineering. Preliminary engineering has progressed to 30% Design.

Pembroke Drive Capacity & Safety

Maria PazFernandez, Project Manager

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

Status: Nichols Consulting Engineers (NCE) was the selected design consultant. Preliminary design alternatives were updated to include widening to two (2) lanes in each direction. Sixty percent (60%) design plans are expected to be submitted to the City of Reno in December.

Pyramid Highway Operations Improvements

Jessica Dover, Project Manager

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

Status: 30% design complete Winter 2024

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 2 years to complete. Information regarding public meetings, project details, and construction updates can be found on the project website 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: Q&D Construction started the construction on June 17; completion is expected by Thanksgiving. Construction is ongoing.

Night work expected. Lane shifts to maintain 2 lanes on each direction during AM and PM peak hours (7 am - 9 am & 4 pm - 6 pm)

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).

More information is available at SparksBlvdProject.com.

Construction is complete for the southern segment (Phase 1) of the project, between Greg St and I-80.

Steamboat Parkway Improvement

Garrett Rodgers, Project Manager

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

Status: Project is approaching completion. Remaining scope includes miscellaneous concrete work, signals, striping, utility adjustments, and landscaping.

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 100% milestone. Right of way acquisition and utility conflict coordination is underway. Project construction is expected to begin in Spring 2025.

Corridor Improvement Projects

Arlington Avenue Bridges NEPA/Design/EDC

Bryan Byrne, Project Manager	https://rtcwashoe.com/construction-projects/arlington-avenue-bridges-project/
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Status: 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/
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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/
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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. More information can be found on the projects website at <https://northvalleysimprovements.com/>

McCarran Boulevard Safety and Operational Improvements

Jessica Dover, Project Manager	https://rtcwashoe.com/projects/mccarran-boulevard-safety-and-operational-improvements/
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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/
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Status: The RTC is wrapping up the final design and right of way for the Mill Street improvements. Please visit www.MillStreetWidening.com for additional information.

Oddie / Wells Corridor Multi-Modal Improvements

Maria PazFernandez,	https://www.senserashsystems.com/public/cameras/oddiewellsproject
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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/
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Status: The design team is working on the 60% design, expected submittal is May 2025. The project is also transitioning to a CMAR (Construction Manager at Risk) delivery method, which will engage a contractor during the design phase to enhance collaboration. For more details, visit the project website 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/
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Status: NCE is continuing preliminary design efforts; Project schedule is on target.

West Fourth Street Downtown

Scott Gibson, Project Manager	https://rtcwashoe.com/projects/west-fourth-street-downtown/
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Status: Wood Rodgers 60% design plans have been completed and submitted to the city of Reno and utilities for review.

West Fourth Street Safety

Scott Gibson, Project Manager	https://rtcwashoe.com/projects/west-fourth-street-safety/
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Status: 90% design plans have been completed and RTC continues working with NDOT to complete reports for the environmental review. ROW activities are also underway.

Pavement Preservation Projects

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.

2023 Corrective Maintenance

Scott Gibson, Project Manager

<https://rtcwashoe.com/projects/2023-corrective-maintenance/>

Status: Project is substantially complete.

2024 Corrective Maintenance

Scott Gibson, Project Manager

<https://rtcwashoe.com/projects/2024-corrective-maintenance-somerset/>

Status: Project is substantially complete.

2024 Preventive Maintenance Program

Jessica Dover, Project Manager

<https://rtcwashoe.com/projects/2024-preventive-maintenance-project/>

Status: Construction in progress; crack seal and punch list work ongoing

2025 Bridge Maintenance

Scott Gibson, Project Manager

<https://rtcwashoe.com/projects/2025-bridge-maintenance/>

Status: A field visit with the City of Reno was held to identify design issues for each bridge. HDR is working on 60% plans for this project. Construction is not anticipated until Spring 2025.

Arrowcreek/Wedge Rehabilitation

Jessica Dover, Project Manager

<https://rtcwashoe.com/projects/arrowcreek-parkway-wedge-rehabilitation/>

Status: 50% design complete, 90% design is underway

La Posada Corrective

Bryan Byrne, Project Manager

<https://rtcwashoe.com/projects/la-posada-corrective-project/>

Status: The project is scheduled to kick off in December 2024.

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 and Los Altos PKWY has reached Final Completion. Project Close out activities underway

Meadowood Rehab

Garrett Rodgers, Project Manager

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

Status: Team is addressing 100% design submittal comments and progressing the final design submittal. Right-of-Way process is on-going.

N Virginia Street University Rehabilitation

Bryan Byrne, Project Manager

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

Status: Construction is complete and is in the process of closing out.

Prater Way Rehabilitation

Kimberly Diegle, Project Manager

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

Status: Data collection of the existing conditions is underway. Analysis of corridor configuration alternatives will follow in the fall/winter.

Raleigh Heights Rehabilitation

Austin McCoy, Project Manager

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

Status: Sierra Nevada Construction and the RTC have completed major construction items. Miscellaneous construction and clean up is scheduled to go through mid December.

Traffic Engineering/ITS

Veterans Parkway ITS

Austin McCoy

<https://rtcwashoe.com/projects/veterans-parkway-its/>

The project is currently being advertised for bids.

Traffic Signal Modifications 23-01

Sara Going

<https://rtcwashoe.com/projects/traffic-signal-modifications-23-01/>

Summit Line Construction, Inc. began construction in July 2024. Work will continue through November 2024.

Kietzke Lane ITS

Garrett Rodgers

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

Construction is substantially complete.

N McCarran Blvd & Pyramid Hwy Fiber

Alex Wolfson

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

Construction is substantially complete.

Veterans Roundabout Modifications

Jessica Dover

<https://rtcwashoe.com/projects/veterans-roundabout-modifications/>

90% design is underway; Final design anticipated early 2025

Traffic Signal Installations 23-01

Alex Wolfson

<https://rtcwashoe.com/projects/traffic-signal-installations-23-01/>

Project is complete.

Traffic Signal Timing 7

Alex Wolfson

<https://rtcwashoe.com/projects/traffic-signal-timing-7-project/>

New timing plans will be implemented in November for the following corridor:

- Moana Lane between Neil Road and Plumas Street

The next corridors planned for retiming will be:

- Wells Avenue between Interstate 80 and Sutro Street

- Oddie Boulevard between Sutro Street and Pyramid Way

Traffic Signal Modifications 24-01

Sara Going

<https://rtcwashoe.com/construction-projects/traffic-signal-modifications-24-01/>

Construction of the project has been awarded to Sierra Nevada Construction, Inc. Work will begin on project sites in Midtown in November 2024.

Traffic Signal Modifications (TSM) 25-01

LaShonn Ford

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

Preliminary design is complete. Final design is underway.

Sparks Intelligent Corridors

Alex Wolfson

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

System integration and testing is in progress.

Vista Boulevard/Prater Way ITS

Garrett Rodgers

<https://rtcwashoe.com/projects/vista-boulevard-prater-way-its/>

Design of project started in July 2023. 100% design submittal review is complete. Team is advancing necessary permits for project advertisement.

Sparks/Ion Traffic Signal

LaShonn Ford

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

Preliminary design is underway.

Traffic Signal Fiber 25-01

Austin McCoy

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

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

Other Projects

Virginia Line BRT Improvements

Kimberly Diegle, Project Manager

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

Status: Final design and right of way process 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 Capacity Improvement	Child Enhancement Services	\$18,605.00	\$0
Sparks Boulevard Capacity Improvement	Eidex Family Partners, L.P.	\$5,000.00	\$0
Sparks Boulevard Capacity Improvement	White Sparks, LLC	\$47,515.00	\$0
Vista Boulevard/Disc Drive Intersection Improvement	ECOL Partnership	\$144,000.00	\$0

CONTRACTS UP TO \$100,000

Project	Vendor	Scope	Amount
Military Road Capacity & Safety Project ROW Appraisals	Johnson, Perkins, Griffin Real Estate Appraisers and Consultants	Preparation of real estate appraisals in advance of the proposed acquisition of Permanent Right-of-Way Takes, Permanent Easements, and Temporary Easements on numerous properties.	\$67,500.00



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/20/2024

Agenda Item: 4.2.4

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: Public Transportation and Operations Activity Report

RECOMMENDED ACTION

Acknowledge receipt of the monthly Public Transportation and Operations Report for December.

BACKGROUND AND DISCUSSION

See attachment for Background and Discussion.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

BACKGROUND AND DISCUSSION

ATTACHMENT A

Highlights -

RTC Provided Free Transit Services on Election Day and Veterans Day – On Tuesday, November 5, RTC offered free transit service on Election Day to allow everyone the opportunity to exercise their right to vote and reach their polling locations. In honor of Veterans who served and made sacrifices for our freedom, the RTC offered free rides on all RTC transit services on Veterans Day, Monday, November 11.

Third Party Vehicle Audit Inspection - Transit Resource Center (TRC) completed its physical and paperwork inspection of 50 RIDE buses maintained by Keolis. Mark Schlador, Fleet and Facilities Manager for the RTC reported that TRC auditors were impressed with the cleanliness of the shop and incredible assistance provided to them by Keolis staff. Last year’s audit was impressive, but Keolis performed even better during this year’s audit. The total number of defects found dropped from 4.0 to 3.1, and total “A” defects were down .26 per unit compared to .62 last year which represents a 33% improvement over already impressive numbers. RTC would like to congratulate Keolis on yet another successful and impressive audit. Mark Schlador said “I am fully secure in the knowledge that our vehicles are receiving excellent care and are in better shape than industry standards (especially the Proterras that Keolis continues to be able to run despite massive parts and technical challenges).” Thank you for a job well done!

RTC RIDE Key Highlights – November

- 5 trainees released to Operations for revenue service
- Driver of the Month: Noorollah Sedigh Sarvestani
- 99 % service hours and trips delivered
- 28 straight months of ridership increases
- Reno Holiday Bazaar
- Safety Blitz / Red Dot Event
- Employee Engagement:
 - Thanksgiving Pie Party & Potluck, 11/26
- 2 new Grievances filed, 1 settled, 1 withdrawn. No new ULPs.



Keolis represented staffing headcount as of November 30, 2024:

Position	Total Employed	#Needed
Coach Operator Trainees	17	0
Coach Operators	171	15
Dispatchers	6	1
Road Supervisors	4	0
Mechanic A	5	1
Mechanic B	4	0
Mechanic C	4	0
Facilities Technician	2	0



Position	Total Employed	#Needed
EV Technician	1	0
Utility Worker	11	2
Electronics Tech	2	0
Body Technician	1	0

RTC ACCESS Key Highlights – November

Classes: One class held on 11-5-2024 with 4 Drivers hired ~ 3 resigned and 1 remains in revenue service.

Safety:

- **Accidents:**
 - 0 preventable
 - 4 non-preventable
- **Incidents**
 - 3
- **Injuries:**
 - 1
- **YTD Preventable Accident Count: 19**
- **YTD Injury Count: 5**
- **November Safety Blitz?**
 - Wheelchair Securement, Pre & Post Trips + handed out tread depth gauges, Adverse weather.
- **November Safety Meeting**
 - Inclement weather

MTM represented staffing headcount as of November 30, 2024:

Position	Total Employed	#Needed
Drivers	53FT – 2PT	9FT – 0 PT
Dispatchers	4 FT	0
Reservationists	4.5 FTE's	0
Mechanic A	4 FT	0
Maintenance Technician	1	0
Utility Worker	1	0

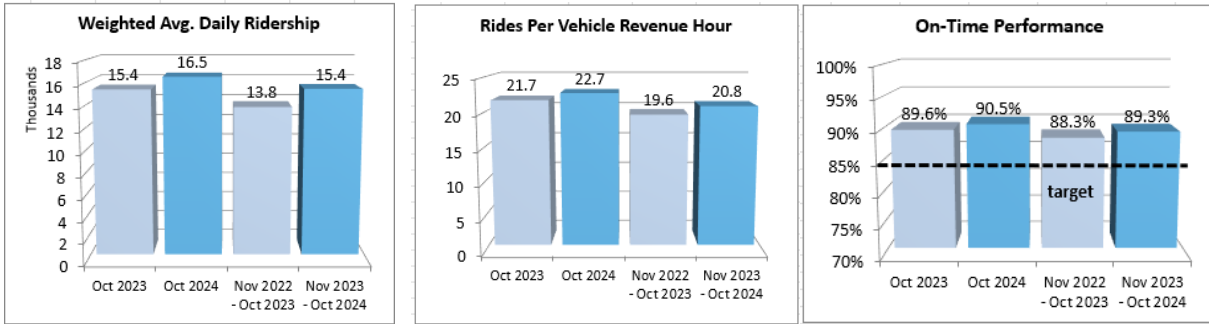
TRANSIT DEMAND MANAGEMENT (TDM) Update

- Vanpools remained at 330 as the layoffs at Telsa have slowed. RTC continues to work with the Lake Tahoe region to generate more vanpools and potentially has some promising leads. Both the Truckee North Tahoe TMA (Transportation Management Association) and South Shore TMA received grants to further subsidies to support vanpool growth. Staff is working with a group in Tahoe to increase the number of vans going to the Lake. Currently 24 vans are serving the Lake Tahoe area.
- Staff meets weekly with RTC's marketing consultant, Celtis to discuss deliverables for the ED Pass program including t-shirts to be distributed to UNR students during Wolf Pack basketball games.

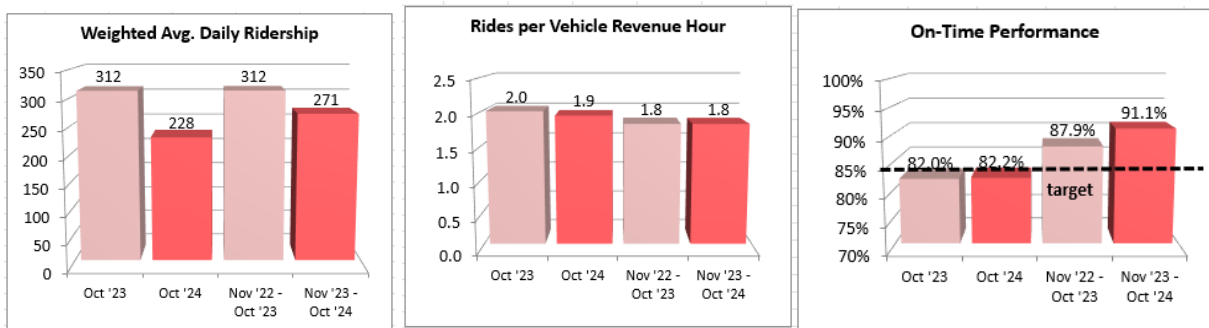
Ridership remains strong at both campuses. We hit another new monthly all-time highs at both colleges. Combined ridership of over 29,500 for the month! We are embarking on a new digital ad campaign with the first ads hitting the airwaves in the middle of September. We will run them till the end of October and evaluate them.

NOVEMBER 2024 TRANSIT PERFORMANCE

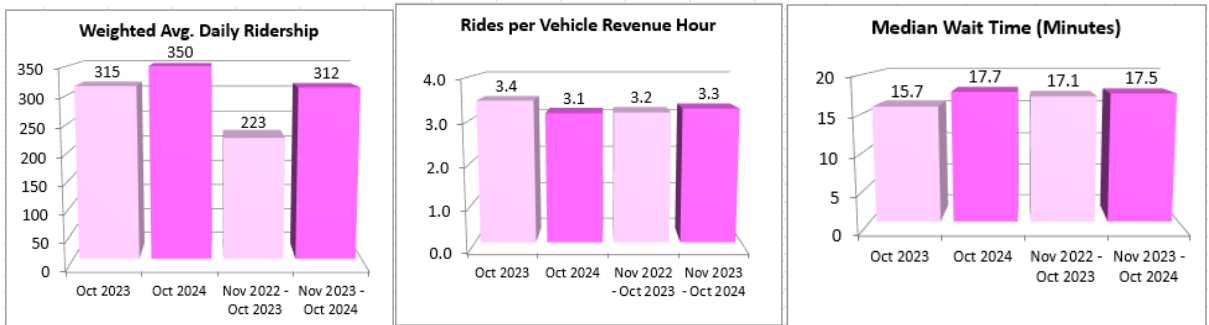
RTC RIDE



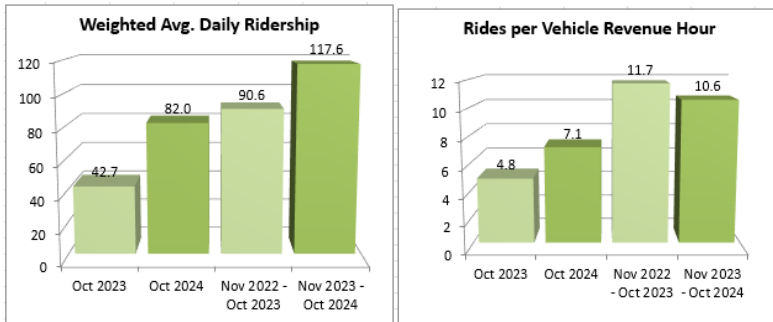
RTC ACCESS



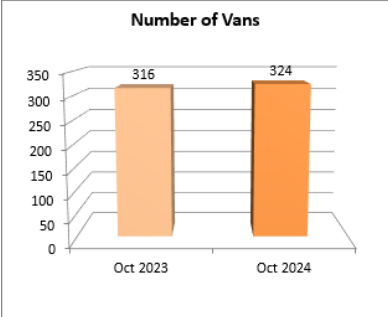
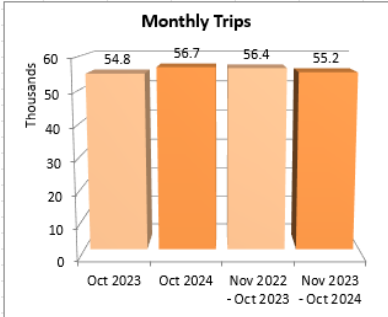
RTC FlexRIDE



TART



RTC VANPOOL





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/20/2024

Agenda Item: 4.2.5

To: Regional Transportation Commission

From: Josh MacEachern, Public Information Officer

SUBJECT: Community Outreach and Media Activity Report

RECOMMENDED ACTION

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

BACKGROUND AND DISCUSSION

See attachment 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.



**> RTC Communications
& Outreach Report
November 1-30, 2024**



www.rtcwashoe.com

> Outreach Activities

Josh MacEachern, Project Manager

RTC staff conducted the following outreach activities from November 1 through November 30.

Press Releases:

11.08.24 – Marathon Paving for S. Virginia St.

11.12.24 – RTC Launches Neighborhood Network Plan

11.25.24 – RTC Thanksgiving Schedule

Earned Media Mentions:

- **11.01.24 (2News) – RTC Free Transit for Election Day**
 - Potential Audience Reach: 1.6M*
 - Advertising Value Equivalency: \$123*
- **11.02.24 (RGJ) – How can I Get to the polls in Washoe County on Election Day?**
 - Potential Audience Reach: 635k
 - Advertising Value Equivalency: \$3.6k
- **11.04.24 (GovTech.com) – Transit, Micromobility Make It Easier for Voters to Turn Out**
 - Potential Audience Reach: 206k*
 - Advertising Value Equivalency: \$589
- **11.05.24 (KOLO 8) Good Morning Reno 5 a.m.**
 - Potential Audience Reach: 6.8k
 - Advertising Value Equivalency: \$78
- **11.05.24 (KOLO 8) – Good Morning Reno 6 a.m.**
 - Potential Audience Reach: 620k
 - Advertising Value Equivalency: \$19k
- **11.05.24 (KKOH-AM) – Free Transit for Election Day**
 - Potential Audience Reach: N/A
 - Advertising Value Equivalency: N/A

> Outreach Activities

Josh MacEachern, Project Manager

RTC staff conducted the following outreach activities from November 1 through November 30.

Earned Media Mentions Continued:

- **11.12.24 (FOX 11) – 10 a.m. Neighborhood Network Plan**
 - Potential Audience Reach: 1.7M*
 - Advertising Value Equivalency: \$93k*
- **11.12.24 (News 4) – 11 a.m. Neighborhood Network Plan**
 - Potential Audience Reach: 1.9M*
 - Advertising Value Equivalency: \$70k*
- **11.13.24 (FOX 11) – 12 p.m. Neighborhood Network Plan**
 - Potential Audience Reach: 3.8k
 - Advertising Value Equivalency: \$37
- **11.25.24 (2 News) – Thanksgiving & Family Day Hours**
 - Potential Audience Reach: 262k
 - Advertising Value Equivalency: \$729
- **11.25.24 (News 4/Fox 11) – RTC Offices closed for Thanksgiving holiday in Washoe County**
 - Potential Audience Reach: 23k
 - Advertising Value Equivalency: \$31
- **11.25.24 (News 4) – RTC offices closed for Thanksgiving holiday in Washoe County**
 - Potential Audience Reach: 164k
 - Advertising Value Equivalency: \$227
- **11.25.24 (FOX 11) – 10 a.m. RTC Thanksgiving Hours**
 - Potential Audience Reach: 1M*
 - Advertising Value Equivalency: \$57k*
- **11.26.24 (FOX 11) – 12 p.m. RTC Thanksgiving Hours**
 - Potential Audience Reach: 1.9M*
 - Advertising Value Equivalency: \$70k*

> Outreach Activities

Josh MacEachern, Project Manager

RTC staff conducted the following outreach activities from November 1 through November 30.

Earned Media Mentions Continued:

- **11.28.24 (News 4) – RTC Thanksgiving Hours**
 - Potential Audience Reach: 12k
 - Advertising Value Equivalency: \$138
- **11.28.24 (News 4) – RTC Thanksgiving Hours**
 - Potential Audience Reach: 2.4M*
 - Advertising Value Equivalency: \$70k*
- **11.28.24 (News 4) – RTC Thanksgiving Hours**
 - Potential Audience Reach: 1.9M*
 - Advertising Value Equivalency: \$58k*
- **11.28.24 (News 4) – RTC Thanksgiving Hours**
 - Potential Audience Reach: 12k
 - Advertising Value Equivalency: \$138



> Estimated Total November:

*Potential Audience Reach: 12,000**

> *Advertising Value Equivalency: \$374,353*

Outreach Activities

Josh MacEachern, Project Manager

RTC staff conducted the following outreach activities from November 1 through November 30

Public Outreach:

11.1.24 – KOLO/KTVN/KEOLIS Interview (Josh)

11.2.24 – Washoe County Sheriff's Office Community Response Team (Paul)

11.13.24 – Neighborhood Network Plan Public Meeting #1 (Josh/Paul/Marquis/Graham)

11.19.24 – Democratic Women of Washoe County (Paul)

11.19.24 – TSM24-01 Walk (Josh/Sara)

11.20.24 – Reno Bike Project Outreach (Scott)

11.26.24 – Reno Access Advisory Committee (Paul)

11.26.24 – Social Media Accessibility Webinar (Josh)









> Video Production

Paul Nelson, Project Manager

RTC staff conducted the following outreach activities from November 1 through November 30.

The Road Ahead:

- **11.7.24 – Free RIDES for Veteran’s Day**
- **11.12.24 – Pedestrian Hybrid Beacons**
- **11.19.24 – Steamboat Parkway Completion**
- **11.26.24 – S. Virginia/I-580 Completion**

	The Road Ahead: S. Virginia St/I-580 Completion A capacity and safety improvement project is wrapping up between Interstate 580 and Longley Lane on South Virginia Street. The project added a...	 Public	None	Nov 26, 2024 Published
	The Road Ahead: Steamboat Parkway Completion Major construction on the Steamboat Parkway Improvement Project is complete, with just a few minor improvements left. The project widened...	 Public	None	Nov 19, 2024 Published
	The Road Ahead: Pedestrian Hybrid Beacons The RTC has plans to install Pedestrian Hybrid Beacons. The signals are the latest generation of pedestrian lights that alert drivers when to slow down...	 Public	None	Nov 12, 2024 Published
	The Road Ahead: Free RIDE for Veterans Day In honor of Veterans Day, the RTC will provide free transit service on November 11.	 Public	None	Nov 7, 2024 Premiered

> Social Media

Josh MacEachern, Project Manager

RTC staff conducted the following outreach activities from November 1 through November 30.

Facebook

- Reach: 60.6k
- Content Interactions: 471
- Followers: 4.6k
- Link Clicks: 4.4k

Instagram

- Reach: 4.3k
- Content Interactions: 172
- Followers: 2k
- Link Clicks: 23

X (Formerly Twitter)

- Followers: 2.3k

YouTube

- Views: 577
- Watch time (hours): 45.5
- Subscribers: 456

Email Marketing

- Subscribers: 1.4k
- RTC NNP #1 (29.8% Opens)



Thank you



rtcwashoe.com





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/20/2024

Agenda Item: 4.2.6

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 TAC met on 12/05/2024. Graham Dollarhide (RTC) provided a presentation on the development and purpose of the Coordinated Transit Plan (CTP). He discussed the information that went into the development of the recommendations, including regional demographics, inventory of providers, public survey results, stakeholder survey results, and workshop participants' inputs. Members discussed the potential utilization of the funds and the eligibility of capital improvement projects, such as bus purchases and stop improvements under the coordinated plan.

The CMAC met on 12/04/2024 and were presented with the draft CTP. Questions about this item included how the different transit providers were developed and how they can be used by prospective riders. There was further discussion about the outreach process conducted as part of the CTP development as well as a suggestion that affordable housing developers and property managers be involved in the plan development in the future.

A meeting for the RRIF TAC was held on Thursday November 21, 2025. The meeting agenda included approval of consent items (which included minutes from the prior meeting, dated April 25, 2024) and two RTC staff presentations. The first was on the Regional Transportation Plan (RTP) Update and the second was a discussion on the status and update to the 7th Edition RRIF CIP Project List. There was no public comment during the meeting.

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: 12/20/2024

Agenda Item: 4.3.1

To: Regional Transportation Commission

From: Amanda Callegari, Engineering Manager

SUBJECT: Master Services Agreement for Engineering Department Program Management Support

RECOMMENDED ACTION

Approve a contract with Avenue Consultants, Inc., for services associated with alternative project delivery support, program process improvement, and project management support, in an amount not-to-exceed \$600,000.

BACKGROUND AND DISCUSSION

This Master Services Agreement (MSA) with Avenue Consultants, Inc., is a result of RTC Request for Proposals (RFP) 25-06 for Engineering Department Program Management. This MSA will provide the Engineering Department with support services associated with delivering Construction Manager at Risk (CMAR) Projects, such as the Sierra Street Bridge Replacement CMAR Project, program process improvement, and other project management services. Other project management services include training for project managers, development of template contracts and agreements, support with project risk analysis, value engineering, constructability reviews, and construction schedule development. Support services associated with this MSA will help with overall process improvement and lead to acceleration in procurement, mitigation of risks, improvement to plans and specifications (biddability and constructability), and providing our project managers with tools that will help them succeed in their project delivery.

Specific Task Orders will be issued under this MSA during a two-year period (December 2024 to December 2026), but will not exceed the total approved amount of \$600,000. The cost for each task will be negotiated during the task order development.

FISCAL IMPACT

Fuel tax appropriations for this item are included in the FY 2025 budget.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

MASTER SERVICES AGREEMENT

This agreement (this “Agreement”) is dated and effective as of _____, 2024, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Avenue Consultants, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC issued a Request for Qualifications (RTC 25-06) on September 16, 2024, for a qualified firm to perform services in connection with Engineering Department Program Management (the “Project”); and

WHEREAS, RTC’s Engineering Department has identified multi-year needs for Alternative Delivery services, program process improvement support, as well as other project management services; and

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

WHEREAS, CONSULTANT will perform services on an as-needed basis, subject to annual funding availability, as specified in separate task orders (each a “Task Order”) to be agreed upon and executed by CONSULTANT and RTC.

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

ARTICLE 1 - ENGAGEMENT AND TERM

- 1.1. CONSULTANT will perform the work using the project team identified in the Proposal. Any changes to the project team must be approved in writing by RTC’s Project Manager.
- 1.2. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.3. CONSULTANT shall not proceed with work under a Task Order until both parties have executed the Task Order 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 the Task Order.

1.4. Task Orders must be approved and executed by RTC's Director of Engineering.

1.5. 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. A new Task Order cannot be issued subsequent to that expiration date; however, the period of performance of a Task Order may extend beyond that expiration date for the term specified in the Task Order. The provisions of this Agreement will remain in full force and effect during the term of the Task Order.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. TASK ORDERS

Task Orders shall be prepared using the templates in Exhibit B. Task Orders shall address the scope of services, deliverables, costs, schedule of performance, term, and any other material items for performance of the specified work. A budget and not-to-exceed costs for tasks and subtasks shall be negotiated and specified in the Task Order. In the event of a conflict between the terms and conditions of this Agreement and a Task Order, the terms and conditions of this Agreement will control.

2.4. CONTINGENCY

Contingency line items identified in a Task Order 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 out of contingency shall proceed only with the RTC Project Manager's written approval.

2.5. OPTIONS

RTC shall have the right to exercise its option(s) for all or any part of the optional tasks or subtasks identified in a Task Order. 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 a Task Order.

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.

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 specified in each Task Order, which shall not exceed the rates agreed upon in Exhibit C. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit C.
- 3.2. The maximum amount payable to CONSULTANT to complete tasks in a Task Order shall be specified as a not-to-exceed amount in the Task Order. 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. Upon completion of a Task Order, RTC's Project Manager can reallocate unused amounts for use in future Task Orders.
- 3.3. The maximum amount payable to CONSULTANT for all Task Orders resulting from this Agreement shall not exceed \$600,000.

- 3.4. RTC may issue Task Orders for CONSULTANT to provide services in connection with preparing for and/or appearing in any litigation. CONSULTANT shall not receive compensation for preparing for and/or appearing in the litigation: (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 within 15 days of the end of the billing month. 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 information that is reasonably available to RTC and pertinent to the Project including surveys, reports and any other data relative to design and construction of the Project.
- 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 execution of the Project that will be used in the Project and services rendered under this 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 Project 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 a Task Order or if CONSULTANT fails to comply with any other provisions of this Agreement or Task Order, 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 or any Task Order, 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 D 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 D. Said obligation would also extend to any liability of RTC resulting from any action to clear any lien and/or to recover for damage to RTC property.

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

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

ARTICLE 13 - NOTICE

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

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

CONSULTANT: Jeff Lerud, P.E.
Project Manager and Nevada Geographical Lead
Avenue Consultants, Inc.
3773 Howard Hughes Pkwy Ste 500S
Las Vegas, NV, 89169 - 6014
jlerud@avenueconsultants.com
(775)443-7665

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 or a Task Order shall not be deemed a waiver of any other provision 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 or any Task Order 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

AVENUE CONSULTANTS, INC.

By: _____
Jeff Lerud, P.E.
Project Manager and Geographical Lead

Exhibit A

Scope of Services

Background

The purpose of this Master Services Agreement is to provide the RTC's Engineering Department with Alternative Project Delivery services, program process improvement support, and other project management services for a two (2) year period.

Scope of Services

The Scope of Services for this RFP includes, but may not be limited to, the following:

- Alternative Project Delivery Services: perform tasks, processes, and other needed services related to alternative delivery projects.
- Project Management Tasks and Support Services.
- Review, interpret, and/or develop Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) compliant provisions related to project/alternative delivery.
- Compliance efforts associated with Federal law, regulations, and other requirements related to public works.
- Technical, legal, and financial services for review, evaluation, and recommendation.
- Assist with development and implementation of templates, contracts, forms, policies, and guidelines.
- Provide updates and development of any Program and Project Management documents such as manuals, guidelines, and policies.
- Provide training in the following: alternative delivery, project management, risk management, and other program and/or project management areas encompassing project life cycle from planning through construction into maintenance. This will include providing any training materials and facilities needed for the training.
- Support/lead programmatic or project specific development of:
 - Development of procurement and contract documents for professional and construction services.
 - Development of Special and Technical Provisions and Specifications.
 - Risk analysis, constructability reviews, and other assessments.
 - Preconstruction/Construction schedule development and reviews

Exhibit B

Task Order Templates

**Task Order No. #
Master Services Agreement dated _____, 20****

This Task Order No. # (this “Task Order”) is dated and effective as of _____, 20**, in accordance with the terms and conditions of the Master Services Agreement dated _____, 2024 (the “Agreement”), by and between the Regional Transportation Commission of Washoe County (“RTC”) and Avenue Consultants, Inc. (“CONSULTANT”).

WHEREAS, the parties entered into the Agreement for a qualified firm to perform services in connection with Engineering Department Program Management (the “Project”); and

WHEREAS, RTC’s Engineering Department has identified multi-year needs for Alternative Delivery services, program process improvement support, as well as other project management services; and

WHEREAS, this Task Order is for services to be performed as outlined in Exhibit A; and

WHEREAS, RTC’s Board of Commissioners approved this Task Order on _____, 20**[, along with a corresponding amendment to the not-to-exceed amount of the Agreement].

NOW, THEREFORE, RTC and CONSULTANT agree as follows:

1. TERM

The term of this Task Order shall be from the date first written above through ***, 20**, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions of the Agreement.

2. SCOPE OF SERVICES

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

3. SCHEDULE OF PERFORMANCE

Tasks 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.

4. COSTS

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

5. MAXIMUM COMPENSATION

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 amount for this Task Order: \$[_____].

6. OTHER PROVISIONS

All other provisions of the Agreement shall remain in full force and effect during the term of this Task Order, as if fully set forth herein.

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: _____
Dale Keller, P.E.
Director of Engineering/Deputy Executive Director

AVENUE CONSULTANTS, INC.

By: _____
Jeff Lerud, P.E.
Project Manager and Geographical Lead

Exhibit C

Hourly Rates

Category	Rate	Rate Y2 (+5%)
Principal Engineering Manager	\$412	\$433
Engineering Manager	\$400	\$420
Project Manager	\$350	\$368
Construction Manager	\$315	\$331
Sr Contract Manager	\$310	\$326
Project Controls Specialist	\$170	\$179
Sr Design Lead	\$250	\$263
Sr Training Specialist	\$195	\$205
Training Specialist	\$165	\$173
Sr Technical Editor	\$200	\$210
Technical Editor	\$135	\$142
Sr Graphic Designer	\$145	\$152
Graphic Designer	\$100	\$105
Admin Assist	\$95	\$100

Teaming Partners	Rate	Rate Y2 (+5%)
Sr Specialized Support Lead	\$305	\$320
Sr Project Manager	\$295	\$310
Sr Construction Manager	\$250	\$263
Construction Manager	\$230	\$242
Assistant Construction	\$220	\$231
Legal Counsel	\$250	\$263

Exhibit D

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) 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

Exhibit D

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

Exhibit D

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

Exhibit D

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.

Exhibit D

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.

Exhibit D

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: 12/20/2024

Agenda Item: 4.3.2

To: Regional Transportation Commission

From: Dale Keller, Director of Engineering

SUBJECT: University Area Transportation Preliminary Design PSA

RECOMMENDED ACTION

Approve a contract with Wood Rodgers, Inc., for preliminary design related to the University Area Transportation Project, in an amount not-to-exceed \$565,770.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with Wood Rodgers, Inc., (Wood Rodgers) is for professional design services for the University Area Transportation Project in the amount of \$565,770. Project contingencies in the amount of \$25,000 for design are also included in the agreement. The project includes the preliminary and intermediate design of the 9th Street realignment and extension. The project limits are anticipated to include the realignment of 9th Street from Lake Street to Evans Avenue, ADA and multimodal improvements from Evans Avenue to Valley Road, and the extension of 9th Street from Valley Road to Wells Avenue. A conceptual design and alternative analysis of a pedestrian connection from the proposed University Village Gateway across I-80 to include the development of conceptual alternatives, stakeholder coordination, and preparation of a preliminary design report. The proposed improvements are identified in the RTC University-Area Transportation Study (June 2020).

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

- NTP: January 2025
 - Preliminary Design: Summer 2025
 - Intermediate Design: Fall 2025
 - Conceptual bridge report: Summer 2025
-

FISCAL IMPACT

Fuel Tax appropriations for this item are included in the FY 25 Budget.

PREVIOUS BOARD ACTION

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

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2024, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Wood Rodgers, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected Wood Rodgers, Inc. from the Street and Highway Program civil engineering shortlist to perform preliminary and intermediate design in connection with University Area Transportation 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 July 1, 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. 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	\$540,770
<u>Design Contingency</u>	<u>\$25,000</u>
Total Not-to-Exceed Amount	\$565,770

- 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 Dale Keller 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 Brian Martinezmoles 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
Dale Keller
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
Email: DKeller@rtcwashoe.com
(775) 335-1827

CONSULTANT: Brian Martinezmoles
Principal Engineer
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, Nevada 89502
Email: BMartinezmoles@WoodRodgers.com
(775) 823-5240

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

It is understood and agreed that all times stated and referred to herein are of the essence. The period for performance may be extended by RTC's Executive Director pursuant to the process specified herein. No extension of time shall be valid unless reduced to writing and signed by RTC's Executive Director.

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON-TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

There are no verbal agreements, representations or understandings affecting this Agreement, and all negotiations, representations and undertakings are set forth herein with

the understanding that this Agreement constitutes the entire understanding by and between the parties.

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

WOOD RODGERS, INC.

By: _____
Brian Martinezmoles, Principal

EXHIBIT A
SCOPE OF SERVICES
FOR THE
UNIVERSITY AREA TRANSPORTATION PROJECT
9TH STREET REALIGNMENT & EXTENSION AND UNIVERSITY
VILLAGE GATEWAY PEDESTRIAN BRIDGE
RTC PROJECT NUMBER 0217012

SCOPE OF SERVICES AND PRELIMINARY SCHEDULE

This will generally consist of the following tasks:

9th Street Realignment & Extension

Preliminary and Intermediate Design of the 9th Street Realignment and Extension. The project limits are anticipated to include the following:

- Realignment of 9th Street from Lake Street to Evans Avenue with realignment along Lake Street and through the horseshoe pit area of Evans Park.
- ADA and multimodal improvements from Evans Avenue to Valley Road
- Extension of 9th Street from Valley Road to Wells Avenue

In support of the design efforts outlined above, topographic survey, right-of-way mapping, and agency coordination will be completed.

University Village Gateway Pedestrian Bridge

A conceptual design and alternative analysis of a pedestrian connection from the University Village Gateway across I-80 to include the development of conceptual alternatives, stakeholder coordination, and preparation of a preliminary design report.

1. PUBLIC AND AGENCY INVOLVEMENT

1.1 Public Information Meetings

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

CONSULTANT will provide flyers (in English and Spanish) to RTC for distribution. CONSULTANT will provide the RTC Project Manager with meeting materials for their use during Public Meetings. CONSULTANT will assist RTC in promoting public meetings on social media. CONSULTANT will provide up to two (2) staff members to attend up to two (2) public meetings.

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

1.2 University Coordination

The project is adjacent to the University area and includes potential extension within University Property. CONSULTANT will assist RTC with coordination with the University of Nevada, Reno.

Deliverables – Meeting materials, coordination and attendance at (4) meetings.

1.3 City of Reno / NDOT Coordination

The project will include analysis of a potential pedestrian bridge crossing of Interstate 80 from the University Village Gateway. As such coordination with the City of Reno and Nevada Department of Transportation (NDOT) is anticipated. CONSULTANT will assist RTC with coordination with the City of Reno and NDOT.

Deliverables – Meeting materials, coordination and encroachment permit applications.

1.4 Union Pacific Railroad Coordination

The project will include roadway construction / crossing of Union Pacific Railroad Right of Way. As such coordination with the Railroad is anticipated. CONSULTANT will prepare an encroachment application for construction and provide coordination with UPRR.

Deliverables – Meeting materials, coordination and encroachment permit applications.

1.5 Project Management Team Meetings/Management

The project is anticipated to require ongoing Project Management Team (PMT) meetings with a variety of agency partners. PMT meetings will be held monthly with additional meetings as necessary through the design life of this project. This task also includes the various management and support required to maintain/schedule and prepare for these meetings.

CONSULTANT will provide the RTC Project Manager with meeting materials for their use during meetings as necessary. CONSULTANT will provide necessary staff members to attend up to twenty (10) PMT meetings.

Deliverables – Meeting materials, flyers, post cards and attendance at (10) meetings.

2. INVESTIGATION OF EXISTING CONDITIONS

2.1 Condition Survey

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

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

2.2 Traffic Data

CONSULTANT will review traffic data / studies previously prepared for RTC within the project area. CONSULTANT will incorporate the published traffic data and recommendations into preliminary design concepts.

2.3 Topographic Survey

CONSULTANT will provide a topographic survey for the project site. An unmanned aerial system (UAS) will be utilized to collect aerial imagery. Ground control and photo identification points will be established and measured. One (1) Foot Contour intervals will be generated from the digital photographs. The horizontal control shall be based on published data provided by Washoe County and the North American Datum of 1983 (NAD83). The vertical control shall be based on published data provided by the City of Reno and the North American Vertical Datum of 1988 (NAVD 88). Existing conditions and 2D planimetric features shall be located and will include but not be limited to fences, roads, curbs, driveways, paths, buildings, walls, etc. Drainage (sewer and storm water) features and structures, visible from the surface of the ground, shall be located and shown on the plan. Utility (water, gas, power and communications) features and structures, visible from the surface of the ground, shall be located and shown on the plan. Invert elevations of pipes and manhole depths will be measured and displayed for sewer and storm drain structures.

CONSULTANT will supplement the aerial survey with a ground survey to provide greater detail in obscured areas, help to identify utility facilities and provide spot elevations on hardscape tie areas.

Deliverables - Depiction of subsurface utilities on plan sheets developed under Section 4, Preliminary Design.

2.4 Utility Investigation/Depiction

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

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

2.5 Right of Way Mapping

CONSULTANT will obtain record Right-of-Way based upon Washoe County GIS information. The record Right-of-Way information will be shown on the project plans.

It is estimated approximately twelve (12) parcels will require permanent and/or temporary easements and/or potentially partial fee takes to construct the planned improvements. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of 12 individual parcels. This will include property record research, obtaining title reports, drafting of property

boundaries from record descriptions, calculation of search coordinates for field boundary survey, field boundary survey on each affected parcel, post processing and reduction of field data and boundary resolution based upon field findings.

Right-of-way Engineering to include exhibits/legal descriptions of right-of-way acquisitions, easements, and/or abandonment are anticipated to be included with a final design amendment to this scope of work.

Deliverables – Approximate existing roadway Right of Way shown on Plans for entire project, Title Reports and resolved Property Boundary for approximately twelve (12) parcels.

3. CONCEPTUAL PEDESTRIAN BRIDGE CONNECTION

3.1 Conceptual Bridge Alternatives

CONSULTANT will prepare and submit for review up to two (2) conceptual alternatives for the proposed pedestrian bridge. Alternatives will layout proposed bridge alignment and will take into consideration walking distance, construction cost/feasibility, available Right-of-Way and physical constraints of the project area. Each alternate will be developed into an exhibit that will be provided to the RTC and City of Reno for review and comment. CONSULTANT will prepare for and attend two (2) in-person meetings with RTC, City of Reno and others as appropriate to discuss the design alternative layouts.

CONSULTANT will prepare a conceptual level Engineer's Opinion of Probable Costs for construction and include is a Bridge Selection Report. Said report will include an evaluation of each alignments challenges and advantages including constructability, right-of-way impacts, costs, and benefits to the walking public.

Design (Preliminary/Final) and NEPA, if needed, for the potential pedestrian bridge are not included at this time and are anticipated to be evaluated as an amendment depending on the selected preferred alternative.

Deliverables – Alignment exhibit(s), Bridge Selection Report.

3.2 Visual / Graphical Rendering

CONSULTANT will prepare a visual / graphical rendering of the two bridge alternatives to include a photo simulation to illustrate the bridge location, type, and view from multiple angles. Photo-simulation(s) will be a 3D, isometric view for use as part of the Bridge Selection Report and potential public meeting(s).

Deliverables – (2) photo-simulations

4. PRELIMINARY DESIGN

4.1 Preliminary Roadway Design (30% Design)

CONSULTANT will prepare and submit for review up to two (2) conceptual alternatives for the proposed 9th Street Extension through University Property east of Valley Road. Alternatives will layout proposed roadway reconfiguration and will take into consideration lane widths, curb & gutter alignment, sidewalks, driveways pedestrian ramps, utilities, existing structures, available Right-of-Way and physical constraints of the project area. Each alternate will be developed into a strip map type exhibit that will be provided to the RTC, City of Reno, and University for review and comment. CONSULTANT will prepare for and attend two (2) in-person meetings with RTC, City of Reno and others as appropriate to discuss the design alternative layouts.

CONSULTANT will prepare and submit for review up to two (2) conceptual alternatives for the abandonment of Record Street and portion of existing 9th Street. Such abandonment is anticipated to repurposing of existing rights-of-way to include pedestrian improvements and utility corridor.

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

- Cover Sheet
- Preliminary Typical Sections
- Preliminary Roadway Plan & Profiles (at 1"=20' scale)
- Preliminary Striping Plans (at 1"=40' scale)

Preliminary Typical Sections: These typical sections will include roadway footprint by roadway segment to include roadway, sidewalk, and median widths.

Preliminary Roadway Plan & Profiles and Striping Plans: These Plans will include preliminary plan & profile layouts for curb and gutter, sidewalk, pedestrian ramps, median islands, utilities and striping plan layout for lane reconfigurations.

Preliminary Traffic Signal Modification Plans: These Plans will include preliminary design for traffic signal modifications at the McCarran Blvd and Keystone Avenue intersections including signal interconnect modifications.

CONSULTANT will prepare a preliminary construction cost estimate for the RTC's preferred alternative.

CONSULTANT will identify the Right-of-Way needs (if any) for the preferred alternative and prepare conceptual construction cost estimates for each alternative.

Right-of-Way needs are anticipated to be a combination of partial property acquisitions, public utility easements, permanent easements and/or temporary construction easements. CONSULTANT will prepare an exhibit describing the preliminary Right-of-Way needs for the Project.

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

Deliverables – Two (2) Conceptual Alternatives Strip Maps, Preliminary Plans (30% Design), Preliminary Construction Cost Estimate, Preliminary Right-of-Way Exhibit, Drainage Report.

5. INTERMEDIATE DESIGN

5.1 Intermediate Roadway Design (60%)

Upon receipt of comments from preliminary design, the CONSULTANT will prepare Intermediate Design Plans (60% Design) that will be suitable for RTC and City of Reno review. The Intermediate Plans will be on 22” x 34” size sheets and are anticipated to be a continuation from preliminary design efforts to include the following sheets:

- Cover Sheet
 - Preliminary Notes, Legend, and Sheet Index
 - Preliminary Horizontal Control Sheet
 - Preliminary Demolition Plans (at 1"=20' scale)
 - Preliminary Typical Sections
 - Preliminary Roadway Plan & Profiles (at 1"=20' scale)
 - Preliminary Grading & Drainage Plans (at 1"=20' scale)
 - Preliminary Striping Plans (at 1"=40' scale)
 - Preliminary Details
 - Preliminary Signal Modification Plans
- a. Depths of existing sanitary sewer and storm drain utilities will be checked and noted on the plans if there is any reason to expect conflict due to vertical clearances. All located, existing underground utilities will be shown on the Plan Sheets accompanied with the following “Note: Subsurface utilities are depicted by their Quality Levels in accordance American Society of Civil Engineers Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). All utility information shown hereon is depicted to Quality Level “C”, unless otherwise noted.”
- b. Traffic Signal Modification Design: The traffic signal modification design will consider preliminary traffic signal modifications based on the preferred alignment design provided in Section 4.1, and will include preliminary plans and estimates.

Details will include, but are not limited to, signal pole design, pedestrian push buttons, locations with respect to proposed pedestrian ramps and coordination with electrical design for power supply.

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

CONSULTANT will prepare a preliminary construction cost estimate for the RTC's preferred alternative.

Final Design and Geotechnical Engineering are not included at this time and are anticipated to be included with a final design amendment to this scope of work.

Deliverables –Preliminary Plans (60% Design), Preliminary Construction Cost Estimate, Preliminary Right-of-Way Exhibit, Drainage Report.

6. DESIGN CONTINGENCY (OPTIONAL)

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

7. PRELIMINARY SCHEDULE

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

Notice to Proceed	January 2025
Preliminary Design (30%) Submittal	June 2025
Conceptual Bridge Selection Report	July 2025
Intermediate Design (60%) Submittal	September 2025

University Area Transportation - Prelim / Intermediate Design Services
Exhibit B
Cost of Services

Sub Task #	Sub Task	Item No.	Sub Task Description	Staff																				Totals					
				Principal Engineer II		Proj. Mgr./Senior Surveyor/Senior Geol.		Project Engineer/Engineer/Surveyor		Senior CAD Technician		Survey Crew		Technician/Geologist		Administrative Assistant		Other Direct	Subconsultant	# of Hours	Cost								
				Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Hourly Rate	# of Hours	Cost	Cost	Cost						
1	Project Management & Agency Coordination	1.1	Public Information Meetings	\$ 275.00	8	\$ 2,200.00	\$ 260.00	8	\$ 2,080.00	\$ 185.00	8	\$ 1,480.00	\$ 175.00	12	\$ 2,100.00	\$ 255.00	8	\$ 2,040.00	\$ 130.00	8	\$ 1,040.00	\$ 115.00	8	\$ 920.00	\$ -	\$ -	\$ -	16	\$ 4,280.00
		1.2	University Coordination	\$ 275.00	8	\$ 2,200.00	\$ 260.00	32	\$ 8,320.00	\$ 185.00	32	\$ 5,920.00	\$ 175.00	12	\$ 2,100.00	\$ 255.00	8	\$ 1,480.00	\$ 130.00	8	\$ 1,040.00	\$ 115.00	8	\$ 920.00	\$ -	\$ -	\$ -	84	\$ 18,540.00
		1.3	City of Reno / NDOT Coordination	\$ 275.00	8	\$ 2,200.00	\$ 260.00	8	\$ 2,080.00	\$ 185.00	8	\$ 1,480.00	\$ 175.00	8	\$ 1,400.00	\$ 255.00	8	\$ 2,040.00	\$ 130.00	8	\$ 1,040.00	\$ 115.00	8	\$ 920.00	\$ -	\$ -	\$ -	16	\$ 4,280.00
		1.4	Union Pacific Railroad Coordination	\$ 275.00	12	\$ 3,300.00	\$ 260.00	20	\$ 5,200.00	\$ 185.00	8	\$ 1,480.00	\$ 175.00	8	\$ 1,400.00	\$ 255.00	8	\$ 2,040.00	\$ 130.00	12	\$ 1,560.00	\$ 115.00	12	\$ 1,380.00	\$ -	\$ -	\$ -	60	\$ 12,760.00
		1.5	Project Management Team Meetings/Management	\$ 275.00	12	\$ 3,300.00	\$ 260.00	30	\$ 7,800.00	\$ 185.00	12	\$ 2,220.00	\$ 175.00	12	\$ 2,100.00	\$ 255.00	8	\$ 2,040.00	\$ 130.00	8	\$ 1,040.00	\$ 115.00	8	\$ 920.00	\$ -	\$ -	\$ -	74	\$ 16,340.00
			Sub-Totals			48	\$ 13,200.00	98	\$ 25,480.00	52	\$ 9,620.00	32	\$ 5,600.00	0	\$ -	0	\$ -	20	\$ 2,300.00	0	\$ -	20	\$ 2,300.00	0	\$ -	250	\$ 56,200.00		
2	Investigation of Existing Conditions	2.1	Condition Survey	\$ 275.00	2	\$ 550.00	\$ 260.00	4	\$ 1,040.00	\$ 185.00	4	\$ 740.00	\$ 175.00	4	\$ 700.00	\$ 255.00	4	\$ 1,020.00	\$ 130.00	4	\$ 1,040.00	\$ 115.00	4	\$ 460.00	\$ -	\$ -	\$ -	10	\$ 2,330.00
		2.2	Traffic Data Review	\$ 275.00	2	\$ 550.00	\$ 260.00	12	\$ 3,120.00	\$ 185.00	12	\$ 2,220.00	\$ 175.00	12	\$ 2,100.00	\$ 255.00	12	\$ 3,060.00	\$ 130.00	12	\$ 1,560.00	\$ 115.00	12	\$ 1,380.00	\$ -	\$ -	\$ -	14	\$ 14,670.00
		2.3	Topographic Survey	\$ 275.00	2	\$ 550.00	\$ 260.00	8	\$ 2,080.00	\$ 185.00	112	\$ 20,720.00	\$ 175.00	12	\$ 2,100.00	\$ 255.00	80	\$ 20,400.00	\$ 130.00	8	\$ 2,160.00	\$ 115.00	8	\$ 2,160.00	\$ -	\$ -	\$ -	214	\$ 50,050.00
		2.4	Utility Investigation / Depiction	\$ 275.00	2	\$ 550.00	\$ 260.00	16	\$ 4,160.00	\$ 185.00	40	\$ 7,400.00	\$ 175.00	32	\$ 5,600.00	\$ 255.00	40	\$ 11,000.00	\$ 130.00	32	\$ 4,160.00	\$ 115.00	32	\$ 8,640.00	\$ -	\$ -	\$ -	90	\$ 17,710.00
		2.5	Right of Way Mapping	\$ 275.00	12	\$ 3,300.00	\$ 260.00	32	\$ 8,320.00	\$ 185.00	74	\$ 13,690.00	\$ 175.00	44	\$ 7,700.00	\$ 255.00	54	\$ 13,770.00	\$ 130.00	44	\$ 5,720.00	\$ 115.00	44	\$ 5,060.00	\$ -	\$ -	\$ -	172	\$ 43,580.00
			Sub-Totals			20	\$ 5,500.00	72	\$ 18,720.00	230	\$ 42,550.00	44	\$ 7,700.00	134	\$ 34,170.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	6	\$ 690.00	0	\$ -	500	\$ 128,340.00
3	Conceptual Pedestrian Bridge Connection	3.1	Conceptual Bridge Alternatives	\$ 275.00	6	\$ 1,650.00	\$ 260.00	32	\$ 8,320.00	\$ 185.00	32	\$ 5,920.00	\$ 175.00	50	\$ 8,750.00	\$ 255.00	8	\$ 2,220.00	\$ 130.00	6	\$ 1,650.00	\$ 115.00	6	\$ 1,650.00	\$ -	\$ -	\$ -	126	\$ 25,330.00
		3.2	Visual / Graphical Renderings	\$ 275.00	2	\$ 550.00	\$ 260.00	12	\$ 3,120.00	\$ 185.00	8	\$ 1,480.00	\$ 175.00	80	\$ 14,000.00	\$ 255.00	8	\$ 2,220.00	\$ 130.00	12	\$ 1,380.00	\$ 115.00	12	\$ 3,300.00	\$ -	\$ -	\$ -	114	\$ 20,530.00
		3.3	Conceptual Engineer Opinion of Probable Costs	\$ 275.00	2	\$ 550.00	\$ 260.00	4	\$ 1,040.00	\$ 185.00	12	\$ 3,300.00	\$ 175.00	4	\$ 1,100.00	\$ 255.00	4	\$ 1,100.00	\$ 130.00	2	\$ 550.00	\$ 115.00	2	\$ 550.00	\$ -	\$ -	\$ -	18	\$ 3,810.00
			Sub-Totals			10	\$ 2,750.00	48	\$ 12,480.00	52	\$ 9,620.00	130	\$ 22,750.00	0	\$ -	0	\$ -	18	\$ 2,070.00	0	\$ -	18	\$ 2,070.00	0	\$ -	258	\$ 49,670.00		
4	Preliminary (30%) Design	4.1	Preliminary Alternative Analysis	\$ 275.00	2	\$ 550.00	\$ 260.00	12	\$ 3,120.00	\$ 185.00	24	\$ 4,440.00	\$ 175.00	30	\$ 5,250.00	\$ 254.00	30	\$ 8,370.00	\$ 130.00	30	\$ 8,100.00	\$ 115.00	30	\$ 8,100.00	\$ -	\$ -	\$ -	68	\$ 13,360.00
		4.2	Preliminary Roadway Design	\$ 275.00	16	\$ 4,400.00	\$ 260.00	80	\$ 20,800.00	\$ 185.00	110	\$ 20,350.00	\$ 175.00	140	\$ 24,500.00	\$ 255.00	140	\$ 39,700.00	\$ 130.00	140	\$ 39,700.00	\$ 115.00	140	\$ 39,700.00	\$ -	\$ -	\$ -	376	\$ 84,000.00
		4.3	Preliminary Engineer's Opinion of Probable Costs	\$ 275.00	2	\$ 550.00	\$ 260.00	4	\$ 1,040.00	\$ 185.00	30	\$ 5,550.00	\$ 175.00	30	\$ 5,250.00	\$ 256.00	30	\$ 5,280.00	\$ 131.00	12	\$ 3,132.00	\$ 115.00	12	\$ 3,132.00	\$ -	\$ -	\$ -	36	\$ 7,140.00
			Sub-Totals			16	\$ 4,400.00	80	\$ 20,800.00	110	\$ 20,350.00	140	\$ 24,500.00	0	\$ -	0	\$ -	30	\$ 3,450.00	0	\$ -	30	\$ 3,450.00	0	\$ -	10,500.00	376	\$ 104,500.00	
5	Intermediate (60%) Design	5.1	Prepare Intermediate Roadway Design	\$ 275.00	32	\$ 8,800.00	\$ 260.00	185	\$ 48,100.00	\$ 185.00	230	\$ 42,550.00	\$ 175.00	320	\$ 56,000.00	\$ 255.00	320	\$ 81,600.00	\$ 130.00	320	\$ 41,600.00	\$ 115.00	320	\$ 36,800.00	\$ -	\$ -	\$ -	827	\$ 193,850.00
		5.2	Final Engineer's Opinion of Probable Costs	\$ 275.00	4	\$ 1,100.00	\$ 260.00	6	\$ 1,560.00	\$ 185.00	30	\$ 5,550.00	\$ 175.00	30	\$ 5,250.00	\$ 255.00	30	\$ 8,250.00	\$ 130.00	30	\$ 3,900.00	\$ 115.00	30	\$ 3,450.00	\$ -	\$ -	\$ -	40	\$ 8,210.00
			Sub-Totals			36	\$ 9,900.00	191	\$ 49,660.00	260	\$ 48,100.00	320	\$ 56,000.00	0	\$ -	0	\$ -	60	\$ 6,900.00	0	\$ -	60	\$ 6,900.00	0	\$ -	31,500.00	867	\$ 202,060.00	
6	Design Contingency (Optional)																										\$		
GRAND TOTALS						120	\$ 33,000.00	441	\$ 114,660.00	652	\$ 120,620.00	536	\$ 93,800.00	134	\$ 34,170.00	0	\$ -	0	\$ -	110	\$ 12,650.00	0	\$ -	31,450.00	55,250.00	1993	\$ 540,770.00		
																					Design Services Total		\$ 540,770.00						
																					Design Contingency (Optional)		\$ 25,000.00						
																					Total Contract		\$ 565,770.00						

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, and City of Reno including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including reasonable attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of the:

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/20/2024

Agenda Item: 4.3.3

To: Regional Transportation Commission

From: Scott Gibson, Project Manager

SUBJECT: West Fourth Street Downtown Project Amendment 1

RECOMMENDED ACTION

Approve Amendment #1 to the contract with Wood Rodgers, Inc., for the West Fourth Street Downtown project, in the amount of \$525,850, for a new total not to-exceed amount of \$1,267,330.

BACKGROUND AND DISCUSSION

The Downtown West Fourth Street Project (Project) extends from Evans Avenue to Keystone Avenue. The final design is based on RTC's and City of Reno's comprehensive look at the function of West Fourth Street and the design of improvements to enhance mobility options, including future transit operations, and pedestrian enhancements to the corridor. The Project is anticipated to include ADA improvements throughout the corridor, corridor lighting design (including Neon Line), intersection improvements at Washington Street, and the construction of three Bus Rapid Transit (BRT) structures.

On July 21, 2023, the RTC entered into a Professional Services Agreement (PSA) with Wood Rodgers, Inc. (Wood Rodgers) for the preliminary and final design of the Project. In preparation for construction scheduled to begin in 2025, the agreement is amended to include additional services by Wood Rodgers, such as the preparation of street lighting shop drawings and engineering support during construction. Under this amendment, Wood Rodgers will provide specialized street lighting engineering services to design the proposed Neon Line LED fixtures. These services include finalizing specifications, dimensions, and details for the streetlight luminaires, poles, LED strips, mounting systems, luminaire wraps, controls, power supplies, and base covers. Construction is expected to span approximately 70 working days.

Wood Rodgers was selected from the Civil Engineering Design and Construction Management Services for the Street & Highway Program Qualified List as a qualified firm to perform engineering, construction management, and quality assurance. Wood Rodgers' amendment is within the appropriated budget. The complete scope of services is included in the attachment.

FISCAL IMPACT

Fuel tax appropriations for this item are included in the FY 2025 capital budget.

PREVIOUS BOARD ACTION

7/21/2023 Approved a contract with Wood Rodgers Inc. for the preliminary and final design of the Downtown West Fourth Street Project in an amount not to exceed \$741,480.

AMENDMENT NO. 1

The Regional Transportation Commission of Washoe County (“RTC”) and Wood Rodgers, Inc. (“Consultant”) entered into an agreement dated July 21, 2023, (the “Agreement”). This Amendment No. 1 is dated and effective as of _____.

RECITALS

WHEREAS, the parties have determined that there is a need to amend the Agreement to include performing Engineering Services During Construction with the West Fourth Street Downtown Project (the “Project”);

WHEREAS, the RTC desires for the CONSULTANT to provide additional services for Engineering Services During Construction, Tasks 7 through 9 as described in Exhibit A, at an additional cost of \$525,850;

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the parties do agree as follows:

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

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

Total Design Services (Tasks 1 to 4)	\$649,380
Design Contingency (Optional Task 5)	\$25,000
Utility Potholing (Optional)	\$56,110
Bidding Services (Task 6)	\$10,990
Street Lighting Engineering Services (Task 7)	\$167,800
Engineering Services During Construction (Task 8)	\$333,050
<u>Engineering During Construction Contingency (Optional Task 9)</u>	<u>\$25,000</u>
Total Not-to-Exceed Amount	\$1,267,330

2. Exhibit A – Scope of Services of the Agreement is replaced in its entirety with the version of Exhibit A attached hereto.
3. Exhibit B – Cost of Services of the Agreement is replaced in its entirety with the version of Exhibit B attached hereto.
4. All other provisions of the Agreement shall remain in full force and effect.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

WOOD RODGERS, INC.

By: _____
Andy Durling, AICP, Vice President

EXHIBIT A

SCOPE OF SERVICES AND PLANNED SCHEDULE **FOR THE** **DOWNTOWN 4TH STREET-EVANS AVENUE TO KEYSTONE AVENUE**

This will generally consist of the following tasks:

Preliminary and Final Design of 4th Street from Evans Avenue to Keystone Avenue (Project). The Project is anticipated to include ADA improvements throughout the corridor, intersection improvements at Washington Street as well as design of proposed Bus Rapid Transit structures that build on previously designed structures with potential cost reduction modifications. Building department permitting is included for the necessary portions of the project. Bidding and Engineering During Construction Services are included with this Scope of Services, with exception of the proposed Bus Rapid Transit structures which are not within this Scope of Services at this time.

ADA improvements are anticipated to be limited to pedestrian ramp and sidewalk improvements that are achievable without extensive right of way impacts. No curb and gutter revisions or pavement improvements are planned as a part of this project. Limited partial right-of-way acquisitions and/or easements are anticipated to accommodate ADA improvements.

1. PUBLIC AND AGENCY INVOLVEMENT

a) Public Information Meetings

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

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

Deliverables – Meeting materials, flyers, post cards and attendance at single meeting.

b) City of Reno Neighborhood Advisory Board (NAB) Meetings

The Project will be presented by the RTC Project Manager at City of Reno NAB meetings, once during preliminary design.

CONSULTANT will provide the RTC Project Manager with presentation materials for their use during City of Reno NAB meetings. CONSULTANT will provide up to two (2) staff members to attend a single NAB meeting to assist with responding to questions from attendees.

Deliverables – Meeting materials and attendance at single meeting.

c) Project Management Team Meetings/Management

The project is anticipated to require ongoing Project Management Team (PMT) meetings with a variety of agency partners. PMT meetings will be held monthly with additional meetings as necessary through the design life of this project. This task also includes the various management and support required to maintain/schedule and prepare for these meetings.

CONSULTANT will provide the RTC Project Manager with meeting materials for their use during meetings as necessary. CONSULTANT will provide necessary staff members to attend up to thirty (30) PMT meetings.

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

2. INVESTIGATION OF EXISTING CONDITIONS

a) Condition Survey

Existing pavement condition survey is not included with this task.

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

b) Traffic Data

Traffic Data for the entire alignment is not anticipated with this scope of services.

For the 4th Street/Washington Street Intersection, Consultant will:

- Collect and summarize 8 hours of 15-minute approach volumes on all approaches, including pedestrians and cyclists;
- Review intersection crash data for the intersection;
- Conduct field observations and document the conditions at the intersection;
- Follow the current MUTCD traffic signal warrant evaluation procedures in determining the appropriateness of installing a new traffic signal and evaluating the individual warrants as outlined below:
 - Warrant 1, Eight-Hour Vehicular Volume
 - Warrant 2, Four-Hour Vehicular Volume
 - Warrant 3, Peak Hour

- Warrant 4, Pedestrian Volume
- Warrant 5, School Crossing
- Warrant 6, Coordinated Signal System
- Warrant 7, Crash Experience
- Warrant 8, Roadway Network
- Warrant 9, Intersection Near a Grade Crossing

Consultant will prepare a draft letter report including summary of existing intersection conditions, summary of collected volume and crash data, evaluation of each applicable warrant including tables and charts, overall recommendation regarding a new traffic signal and any other recommendations for the intersection.

Consultant will incorporate one round of client comments and submit a final warrant study report.

Deliverables – Signal Warrant Study for 4th Street/Washington Street intersection.

c) Topographic Survey

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

CONSULTANT will supplement the aerial survey with a ground survey to provide greater detail in obscured areas, help to identify utility facilities and provide spot elevations on hardscape tie areas.

d) Geotechnical Investigation

The geotechnical investigation is focused on proposed Bus Rapid Transit Stations and may not be adequate for pavement design throughout the corridor.

CONSULTANT will prepare and submit a traffic control plan and encroachment permit application to the City of Reno. Traffic control will be provided during all phases of exploration performed within and adjacent to the active roadways.

CONSULTANT will advance three (3) auger borings along 4th Street between the Evans Avenue intersection and the Stoke Avenue intersection at the planned transit

station locations. Borings will be advanced with a CME-55 conventional drill rig equipped with flight augers and will extend to at least 10-feet below the existing ground surface unless refusal is encountered. Refusal is defined as less than one foot of drilling advance in five minutes. Each boring will be logged by geotechnical personnel for soil characteristics (particle size, plasticity, texture, soil color, moisture, consistency, and stratigraphy). Samples of the subgrade soils will be obtained for laboratory testing of soil moisture (ASTM D2216), gradation (ASTM D6913), and plasticity (ASTM D4318). Corrosion testing will also be performed to assess the site soils' effect on concrete and steel elements. Explorations will be backfilled immediately after advance with the readily available site soils and/or pea gravel. Rapid set high strength grout will be used to backfill the structural section (base and pavement). One geophysical shear wave velocity survey will be performed and will utilize the refraction microtremor method (ReMi). The shear wave velocity survey will be relied upon for the development of geotechnical design characterization of soil stiffness and determination of an appropriate Site Classification (ASCE 7-16).

- Laboratory

Laboratory tests will be performed on selected samples. Laboratory testing will consist of tests for:

- Gradations (3)
- Moisture Content (3)
- Atterberg Limits (3)
- Chemical testing will be performed on approximately two subgrade samples for pH, resistivity, redox potential, soluble sulfates, sulfides, and chlorides.

- Geotechnical Engineering Analysis and Report

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

- Site plan showing approximate locations of our explorations.
- Logs of the exploratory borings.
- Results of laboratory tests.
- A discussion of subsurface conditions.
- Site preparation and grading recommendations.
- Seismic and geotechnical design parameters for structural design of facilities.

Deliverables – Geotechnical analysis and report

e) Utility Investigation/Depiction

- Overhead Utilities: CONSULTANT will investigate and locate all overhead

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

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

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

f) Utility Potholing

CONSULTANT will hire a potholing contractor to investigate and locate specific subsurface utilities within the roadway R/W, and areas reasonably affected by the project that are deemed to have potential conflicts with construction. This is estimated at a single day of potholing for the project limits.

Deliverables - Depiction of subsurface utilities on plan sheets developed under Section 4, Preliminary Design.

g) Pavement Design

Pavement design is not anticipated for this project and is not included with this scope of services.

h) Right of Way Mapping

CONSULTANT will obtain record Right-of-Way based upon Washoe County GIS information. The record Right-of-Way information will be shown on the project plans.

It is estimated approximately ten (10) parcels will require permission to construct, permanent and/or temporary easements and/or potentially partial fee takes to construct the planned improvements. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of up to 10 individual parcels. This will include property record research, obtaining title reports, drafting of property boundaries from record descriptions, calculation of search coordinates for field boundary survey, field boundary survey on each affected parcel, post processing and reduction of field data and boundary resolution based upon field findings.

Deliverables – Approximate existing roadway Right of Way shown on Plans for entire project, Title Reports and resolved Property Boundary for approximately ten (10) parcels.

i) Right of Way Engineering Services

CONSULTANT will determine easement and/or Right-of-Way acquisition boundaries and prepare legal descriptions and exhibit maps for the parcels discussed in Section h Right of Way Mapping. A grant, bargain, sale deed or easement document will be prepared for each subject parcel and will be sent to the RTC for review. All comments will be addressed prior to recordation.

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

Deliverables –Exhibit Maps and Legal Descriptions for easements/acquisitions on each parcel.

3. PRELIMINARY DESIGN

a) Roadway Design:

CONSULTANT will prepare and submit preliminary layout and engineers estimate for ADA improvements throughout the Project. The full set of preliminary roadway sheets are anticipated to be approximately the following sheets:

- Cover Sheet
- Notes/Legend Abbreviations sheets
- Horizontal control Sheets
- Preliminary Roadway Plan sheets (20 scale)

CONSULTANT will prepare for and attend two (2) in-person meetings with RTC, City of Reno and others as appropriate to discuss the ADA design and any impacts to adjacent property owners and/or the roadway.

b) Signal Design:

Upon determination of warrants, CONSULTANT will prepare preliminary plans for a new traffic signal system at the West 4th Street/Washington Street intersection. Work will include:

- 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
- Ensuring ADA accessible design for pedestrian buttons are coordinated with existing/proposed ramp locations
- Providing notes, equipment schedules, and conduit/conductor schedules
- Engineer's Estimates at each deliverable stage

Interconnect Design, Vine to Ralston:

Consultant will prepare preliminary plans and engineer's estimate for construction of a conduit run and fiber optic traffic signal interconnect system on West 4th Street connecting the Washington Street signal to the existing signals at both Vine Street and Ralston Street. Work will include:

- Design of new conduit, pull boxes, fiber optic connections, and communication equipment per City standards, Fiber optic splice diagrams, Plan and estimate submittals at the 30% and 60% design stages for RTC and City of Reno review.
- Engineer's Estimates at each deliverable stage

c) Architectural Design

Architectural, structural engineering, and electrical engineering services for design and documents for three transit shelters as a part of the overall 4th Street road project.

The basis of design for the shelters will be the 4th and Prater shelter. The new shelters will have approximately the same length, width, and height as the 4th and Prater shelters. RTC wants to find economies in construction where possible for the new shelters. The design of the new shelters will include development of no more than 3 options during the 30% Design phase to revise the 4th and Prater shelters. Components from the Virginia Street and Midtown shelters will be discussed during development of the options. Preliminary discussions have included eliminating the duplicate structural columns outside the rear wall, simplifying the roof, a different roof material, simplified lighting, no graphics on the back wall glazing, simplified pylon sign, simplifying/eliminating the column covers and more efficient paths for electrical and telecommunication cabling. Photovoltaic panels will be a part of the design. Photographs of each of the 3 shelters to be considered are shown below.



4th/Prater Shelter

©VanceFox.com



Midtown Shelter



Virginia Street Shelter

Cost estimates will be provided with the 30% Design and 60% Design submittals. Conceptual order of magnitude costs only will be provided for the options in the 30% Design phase.

Technical Specifications are assumed to be included in the 60% Design submittal. Specifications will not be provided in the 30% Design submittal.

The three shelters will be the same (excepting orientation and location). The design team will develop a prototype for one of the sites. The other two shelters will be site adaptations of the prototype.

The Architectural scope includes stakeholder & public meetings/presentations to RTC and community groups. The scope only includes public meetings for H+K. Structural and electrical engineers will not be required to attend public meetings or provide materials. The scope assumes approximately four meetings for station development. H+K will develop renderings for the initial set of meetings with the assumption that the number of renderings will be reduced down to one preferred design at the end of the meeting process. (Budget for meetings is include within Item 1c above)

d) Street Lighting Design

The electrical and lighting design will include new street lighting using the Neon Line LED fixture, removing the existing street lighting, miscellaneous electrical connections (if any), and coordination with NV Energy for any new service requirements.

Electrical load and voltage drop calculations will be provided. For the purposes of this proposal, it is assumed that the fixtures/poles will be a 1 for 1 swap from Vine to Evans and new fixture/pole locations from Keystone to Vine as no street lighting exists in this section. CONSULTANT will work with the manufacturer of the proposed Neon Line LED fixture regarding photometric distribution to determine if pole/fixture removal (for a lesser quantity of total fixtures/poles) is a possibility while achieving the desired foot-candle levels. Additionally, any RGB color changes and associated controls will be addressed with the manufacturer.

Preliminary design phase services include site investigation, consultation, calculations as well as development of preliminary plans.

Design Submittals

Submittals will be at the 30% and 60% stage of completion. At each submittal CONSULTANT will attend a review meeting with the RTC, City of Reno and other applicable parties. A single set of comments at the 30% stage will be incorporated into the 60% plans. A single set of comments on the 60% plans will be incorporated into a “final 60%” set. No further comments or plan development is anticipated with this scope of services. The preliminary plans will be on 22” x 34” size sheets and are anticipated to include the following sheets:

- Cover Sheet
- Notes/Legend Abbreviations sheets
- Horizontal control Sheets
- Preliminary Roadway Plan sheets (ADA improvements and ex. utilities)
- Preliminary Traffic Signal Modification Plans
- Preliminary Architectural Plans (Stations)
- Preliminary Structural Plans (Stations)
- Preliminary Electrical Plans (Stations)

4. FINAL DESIGN

a) Roadway Design:

CONSULTANT will prepare and submit final plans, engineers estimate and specifications for ADA improvements throughout the Project. The full set of final roadway sheets are anticipated to be approximately the following sheets:

- Cover Sheet
- Notes/Legend Abbreviations sheets
- Horizontal control Sheets
- Final Roadway Plan sheets (20 scale)
- Detail Sheets

b) Signal Design:

CONSULTANT will prepare final plans for a new traffic signal system at the West 4th Street/Washington Street intersection. Work will include:

- 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
- Ensuring ADA accessible design for pedestrian buttons are coordinated with existing/proposed ramp locations
- Providing notes, equipment schedules, and conduit/conductor schedules
- Engineer's Estimates and specifications at each deliverable stage

Interconnect Design, Vine to Ralston:

Consultant will prepare final plans, engineer's estimate and specifications for construction of a conduit run and fiber optic traffic signal interconnect system on West 4th Street connecting the Washington Street signal to the existing signals at both Vine Street and Ralston Street. Work will include:

- Design of new conduit, pull boxes, fiber optic connections, and communication equipment per City standards, Fiber optic splice diagrams.

c) Architectural Design

Architectural, structural engineering, and electrical engineering services for final design and documents for three transit shelters as a part of the overall 4th Street roadway project.

Cost estimates and technical specifications will be provided with the 90% Design and 100% Design submittals.

Site adaptations for each shelter will be included with the final design documents.

d) Street Lighting Design

The electrical and lighting design will include new street lighting using the Neon Line LED fixture, removing the existing street lighting, miscellaneous electrical connections (if any), and coordination with NV Energy for any new service requirements.

Electrical load and voltage drop calculations will be provided. For the purposes of this proposal, it is assumed that the fixtures/poles will be a 1 for 1 swap from Vine to Evans and new fixture/pole locations from Keystone to Vine as no street lighting exists in this section. CONSULTANT will work with the manufacturer of the proposed Neon Line LED fixture regarding photometric distribution to determine if pole/fixture removal (for a lesser quantity of total fixtures/poles) is a possibility while achieving the desired foot-candle levels. Additionally, any RGB color changes and associated controls will be addressed with the manufacturer.

Final design phase services include completion of any site investigation, consultation, calculations as well as development of final plans, permit drawings, specifications and engineers estimate.

Design Submittals

Submittals will be at the 90% and 100% stage of completion. At each submittal CONSULTANT will attend a review meeting with the RTC, City of Reno and other applicable parties. A single set of comments at the 90% stage will be incorporated into the 100% plans. No further comments or plan development is anticipated with this scope of services. The final plans will be on 22" x 34" size sheets and are anticipated to include the following sheets:

- Cover Sheet
- Notes/Legend Abbreviations sheets
- Horizontal control Sheets
- Final Roadway Plan sheets (ADA improvements, Street Lighting)
- Final Traffic Signal Modification Plans
- Final Architectural Plans (Stations)
- Final Structural Plans (Stations)
- Final Electrical Plans (Stations)

5. DESIGN CONTINGENCY (OPTIONAL)

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

6. BIDDING SERVICES

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

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

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

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

PRELIMINARY DESIGN SCHEDULE

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

Notice to Proceed	June 2023
30% Preliminary Plans Submittal	October 2023
RTC review	November 2023
60% Preliminary Plans Submittal	May 2024
RTC Review	June 2024
90% Design Plans Submittal	November 2024
RTC Review	December 2024
Final Design Plans Submittal	February 2025
City of Reno Plan Review	April 2025

7. STREET LIGHTING ENGINEERING SERVICES

Our subconsultant, Landscape Forms, will provide engineering services to design the proposed Neon Line LED fixtures, including determining final specifications, details and dimensions of the street light luminaires, pole, LED strip and mounting details in the pole and luminaire wraps, controls, related power supplies and base cover design.

Deliverables – Submittal package including specifications, details and dimensions for street lighting.

8. A – E ENGINEERING DURING CONSTRUCTION SERVICES

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design to determine their appropriateness to the project. A contract duration of 70 Working Days is assumed. Should this be changed during the design process, this fee will be adjusted as appropriate.

8.A Provide Contract Administration

Provide contract administration services as follows:

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

8.B Provide Construction Surveying

Provide construction staking as follows:

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

8.C Provide Inspection

Provide Inspector. Provide one full-time inspector during all construction activities. 10-hour workdays and a 70 working day contract period are anticipated. This inspector

will:

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

8.D Provide Materials Testing

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

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

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

Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing & sampling for plantmix bituminous pavement placement, and on-site PCC testing & sampling. 250 hours of

field testing are anticipated, and laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the latest edition of the Orange Book.

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

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

8.E Record Information

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

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

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

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

9. ENGINEERING DURING CONSTRUCTION CONTINGENCY (OPTIONAL)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Task 8. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager’s prior written approval.

PRELIMINARY CONSTRUCTION SCHEDULE

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

Begin Construction	May 2025
Street Lighting Engineering Submittal	May 2025
Street Lighting – First Delivery	November 2025
Street Lighting – Final Delivery	January 2026
Construction Completion	February 2026

EXHIBIT "B"



NEVADA FEE SCHEDULE

CLASSIFICATION	STANDARD RATE
Directing Principal Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$330
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$280
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$265
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$250
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$235
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$220
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$205
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$185
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$175
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$155
Designer	\$100
Senior CAD Technician/Graphics Designer II	\$175
Senior CAD Technician/Graphics Designer I	\$165
CAD Technician/Graphics Designer	\$145
Project Coordinator	\$150
Administrative Assistant	\$130
Construction Director	\$215
Construction Manager	\$195
Senior Inspector II	\$155
Senior Inspector I	\$140
Inspector II	\$135
Inspector I	\$115
Senior Field Technician I	\$135
Field Technician II	\$120
Field Technician I	\$95
1 Person Survey Crew	\$185
2 Person Survey Crew	\$250
3 Person Survey Crew	\$325
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work, Expert Witness Testimony and Preparation	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 67 cents per mile.

Fee Schedule subject to change January 1, 2026.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/20/2024

Agenda Item: 4.3.4

To: Regional Transportation Commission

From: Bryan Byrne, Project Manager

SUBJECT: Sierra Street Bridge Replacement CMAR Pre-Construction Services Contract

RECOMMENDED ACTION

Approve a contract with Q&D, Inc., for Construction Manager at Risk (CMAR) pre-construction services for the Sierra Street Bridge Replacement Project, in an amount not-to-exceed \$643,075.

BACKGROUND AND DISCUSSION

This contract with Q&D, Inc., is for Construction Manager at Risk (CMAR) preconstruction services for the Sierra Street Bridge Replacement Project. The CMAR delivery method involves procuring a general contractor with specialized experience to serve as a construction manager who assists the RTC in designing the project during the pre-construction phase, and then constructing the project if a construction price, as validated by an Independent Cost Estimator (ICE), is agreed upon by the contractor and the RTC. If those efforts are successful, RTC and the general contractor would then enter into a Construction Services Agreement under which the general contractor would construct the project. The CMAR delivery method is statutorily authorized in NRS 338.1685 et seq., and federal law and regulations.

The procurement for these CMAR services was conducted pursuant to RTC's "Guidelines for CMAR Projects Administered under the NDOT Local Public Agency (LPA) Program," and the "Construction Manager at Risk (CMAR) Request for Proposal (RFP) Evaluation and Selection Plan" that was developed for this project. Those guidelines and plans were developed in consultation with, and were then approved by, NDOT and FHWA.

RTC issued "RTC 24-08 RFP" on August 20, 2024. RTC received proposals from the following firms: Ames Construction, Granite, Kiewit, and Q&D. The evaluation panel for this procurement evaluated the proposals and reached a consensus score for each. RTC shortlisted all four firms for interviews. The evaluation panel evaluated the interviews and reached a consensus score for each. Q&D was the highest-ranked firm. RTC's Director of Engineering and Executive Director concurred in and approved the final rankings. RTC engineering staff entered into negotiations with Q&D to finalize the terms of the pre-construction services contract, including price. NDOT and FHWA have provided the approvals and authorizations required to date by RTC's guidelines, plans, and applicable regulations.

If the RTC Board approves this item, the parties will execute the contract and pre-construction services will commence upon issuance of a notice to proceed. The current project schedule is:

- Notice to Proceed: December 2024
- Final Design Completed: March 2026
- Construction Price Bidding Completed: June 2026
- Construction Service Agreement: July 2026
- Construction Begins: Spring 2027

If RTC and Q&D are able to successfully agree on a construction price, the Construction Services Agreement would need to be approved by the RTC Board.

FISCAL IMPACT

Fuel Tax appropriations for this project are included in the FY 2025 budget.

PREVIOUS BOARD ACTION

7/19/2024 Authorized staff to pursue efforts to deliver the Sierra Street Bridge Replacement Project using the Construction Manager at Risk (CMAR) project delivery method, on a parallel path with planned and ongoing efforts to use the Design-Bid-Build project delivery method.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

PRE-CONSTRUCTION SERVICES AGREEMENT

FOR

SIERRA STREET BRIDGE PROJECT

Between

REGIONAL TRANSPORTATION COMMISSION

OF WASHOE COUNTY

and

Q&D CONSTRUCTION

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PRE-CONSTRUCTION SERVICES AGREEMENT

This agreement ("Agreement") is entered into this ____ day of _____ 2024, by and between the Regional Transportation Commission of Washoe County ("RTC") and Q&D Construction, LLC ("Contractor"), a company authorized to do business in Nevada, for the provision of Construction Manager at Risk/General Contractor services for the Sierra Street Bridge Replacement Project (the "Project").

WHEREAS, the RTC conducted a competitive procurement process in accordance with Nevada State law and applicable federal regulations, pursuant to Request for Proposals (RFP) RTC #24-08, to select a contractor to provide Construction Manager at Risk services for the pre-construction and construction phases of the Project.

WHEREAS, based on the RTC's evaluation of the Contractor's proposal submitted in response to the RFP, the Contractor was selected as one of the highest ranked proposals to participate in interviews with the RTC.

WHEREAS, based on the evaluation of interviews conducted, the Contractor was determined by the RTC to be the highest ranked proposer.

WHEREAS, the RTC and the Contractor have successfully negotiated the terms and conditions, including price, to apply to the Contractor's services during the pre-construction phase of the Project.

NOW, THEREFORE, the RTC and the Contractor mutually agree as follows:

SEC. 1 DEFINITIONS

As used in this Agreement:

Agreement. The term “Agreement” means this Pre-Construction Services Agreement.

Construction Contract. The term “Construction Contract” means the contract for Construction Work that may be entered into if the RTC and the Contractor successfully negotiate and agree upon the Construction Price and other contract terms and conditions.

Construction Price. The term “Construction Price” means the price for the performance of the Construction Work, which will be established, as permitted by State law and the RFP, as the cost of the Construction Work, plus a fixed fee, with a Guaranteed Maximum Price (GMP), or a Lump Sum Fixed Price.

Construction Work. The term “Construction Work” means the general contractor services to be performed during construction of the Project, if the Contractor and the RTC enter into the Construction Contract.

Contract Documents. The term “Contract Documents” means the following documents and materials, set forth hereafter in their order of precedence:

1. This Agreement
2. The Exhibits to this Agreement
3. The RFP
4. Contractor’s Proposal

Contractor. The term “Contractor” means Q&D Construction, LLC.

Contractor’s Project Manager. The term “Contractor’s Project Manager” means the individual designated by the Contractor to oversee the Pre-construction Services and administer the Contractor’s responsibilities under this Agreement.

Contractor’s Proposal. The term “Contractor’s Proposal” means the binding proposal that the Contractor executed and submitted in response to the RFP.

Day or Days. The terms “Day” or “Days” means business days recognized by the RTC, unless otherwise specifically noted.

DBE Performance Plan. The term “DBE Performance Plan” means the Contractor’s plan to meet the Disadvantaged Business Enterprise (DBE) goals and requirements for the construction of the Project, as required in Exhibit A.

FHWA. The term “FHWA” means the Federal Highway Administration.

Governing Body of the RTC. The term “Governing Body of the RTC” or “RTC Governing Body” refers to the elected representatives of the entities of Washoe County, Nevada, and the Cities of Reno and Sparks, Nevada, who make up the voting membership of the RTC.

Guaranteed Maximum Price (GMP). The term “Guaranteed Maximum Price (GMP)” means the maximum amount to be paid to the Contractor by the RTC for the Construction Work.

Key Personnel (Pre-construction Services). The term “Key Personnel (Pre-construction Services)” means Contractor’s Project Scheduler, Environmental Manager, Lead Estimator, Accelerated Bridge Construction Approach Engineer, and Project Director.

Key Personnel (Construction Work). The term “Key Personnel (Construction Work)” means Contractor’s Project Scheduler, Environmental Manager, Lead Estimator, Accelerated Bridge Construction Approach Engineer, and Project Director

Lump Sum Fixed Price. The term “Lump Sum Fixed Price” means the single, total lump sum amount to be paid to the Contractor by the RTC for the performance of all the Construction Work.

NDOT. The term “NDOT” means the Nevada Department of Transportation.

Notice to Proceed. The term “Notice to Proceed” means written notice from the RTC to the Contractor authorizing and directing the Contractor to proceed with the Pre-construction Services (or a specific portion thereof) under this Agreement.

Open Book Basis. The term “Open Book Basis” means to make available for review by the RTC all of the Contractor’s underlying assumptions relating to or forming the basis of

the cost of the Construction Work, including equipment rates, labor rates, productivity, estimating factors, schedule, contingency and indirect costs, profit, discount rates, interest rates, and such other items or factors as the RTC may require to determine the reasonableness of the Contractor's Proposed Construction Price.

Parties. The term "Parties" means the RTC and the Contractor.

Plans. The term "Plans" means the plans, profiles, design drawings, and diagrams which describe and delineate the standards and criteria for construction of the Project.

Pre-construction Services. The term "Pre-construction Services" means the services performed under this Agreement during the pre-construction phase, including all of the administrative, professional, management and related services furnished and provided by the Contractor under this Agreement, and all other duties and obligations of the Contractor as set forth in the Contract Documents.

Pre-construction Schedule. The term "Pre-construction Schedule" means the schedule for the completion of all elements of the Pre-construction Services and the pre-construction phase of the Project, as set forth in Exhibit A hereto.

Project. The term "Project" means the Sierra Street Bridge Project.

Proposed Construction Price. The term "Proposed Construction Price" means the price for performance of all of the Construction Work, as developed by the Contractor and submitted to the RTC under this Agreement.

Public Work. The term "Public Work" has the meaning given that term in NRS 338.010.

Request for Proposals and RFP. The terms "Request for Proposals" and "RFP" mean RTC Request for Proposals No. 24-08, including all exhibits, attachments, and addenda thereto.

RTC Executive Director. The term "RTC Executive Director" means the Executive Director of the RTC or the person designated in writing by the RTC Executive Director to carry out his or her duties under this RFP.

RTC Project Manager. The term "RTC Project Manager" means the individual designated by the RTC Executive Director to oversee the Pre-construction Services and administer the RTC's responsibilities under this Agreement.

Specifications. The term “Specifications” includes the Technical Specifications, the General Provisions, the Special Provisions, the Supplemental General Provisions, and related provisions to be identified in the Construction Contract, which together set forth the technical requirements applicable to the Construction Work.

Subcontracting Plan. The term “Subcontracting Plan” means the Contractor’s plan setting forth the program that the Contractor will follow in establishing the bid/proposal packages, establishing pre-qualification requirements, qualifying subcontractors, and selecting subcontractors for the construction of the Project, as required in Exhibit A.

SEC. 2 DESCRIPTION OF SERVICES

A. Pre-construction Services.

(1) **Scope of Work.** The Contractor agrees that it will perform and complete the Pre-construction Services, including design reviews, constructability reviews, value engineering, cost estimating, preparation of reports and plans, and related services and activities for the RTC, in accordance with and as more specifically described in Exhibit A.

(2) **Representations and Warranties.** The Contractor represents and warrants that (a) it will maintain, throughout the performance of the Pre-construction Services, all required authority, licenses, permits, and professional skills and capacity to perform the Pre-construction Services in accordance with the requirements of the Contract Documents; and (b) it has familiarized itself with the provisions of applicable Federal, State, and local laws and regulations relating to the performance of such services, and that it will comply with all such laws and regulations in performing this Agreement.

(2) **Standard of Performance.** The Contractor agrees to perform the Pre-construction Services in a technically sound manner, by persons appropriately licensed to perform such work, and in accordance with prevailing professional standards in the industry and all applicable laws and regulations. In executing this Agreement and providing services hereunder, the Contractor further agrees to exercise the ordinary care and skill expected in the industry, and to accept professional responsibility for performing the services required under this Agreement and for completing the work in a satisfactory and timely manner, in compliance with all requirements of this Agreement.

B. Construction Work.

(1) Scope of Work. If the RTC and the Contractor are able to successfully agree upon a Construction Price and other contract terms and conditions for the Construction Work, and a Construction Contract is executed by the Parties, the Contractor agrees that it will perform the Construction Work in accordance with the Construction Contract and other Contract Documents.

(2) Form of Construction Contract. The Contractor has reviewed the form of the Construction Contract and acknowledges and agrees that the terms and conditions are reasonable, feasible, and expressly workable without reservation.

(3) FHWA Approval. The RTC and the Contractor recognize that RTC must obtain certain authorizations, approvals and concurrences from FHWA and/or NDOT prior to execution and delivery of a Construction Contract, in accordance with 23 CFR § 635.506. The Contractor is required to provide such additional information as the RTC requests and to otherwise cooperate with the RTC in those efforts.

(4) Disclaimer. Neither the entering into this Agreement, nor any term hereof, shall be construed as indicating that a Construction Contract will be executed either with the Contractor or any third party or as creating any obligation on the part of the RTC to do so. Any such reliance by the Contractor on this Agreement or any term hereof as indicative that a Construction Contract will be executed, or as creating any obligation on the RTC to execute a Construction Contract, is at the Contractor's own risk. The RTC will not be liable for any such reliance or any costs associated therewith.

C. Professional Responsibility for Work Product. The Contractor shall, without additional compensation, correct or revise any deficiencies, errors, or omissions caused by the Contractor in its analysis, reports, services, or other work. If any such deficiency, error or omission is found, the Contractor agrees to expeditiously make the necessary correction, at its own expense and at no expense to the RTC.

D. Cooperation. The Contractor agrees that its officers and employees will cooperate with the RTC in the performance of services under this Agreement and will be available for consultation with the RTC at reasonable times with advance notice.

E. Correspondence. The Contractor shall furnish the RTC with copies of all correspondence to regulatory agencies, consulting firms, contractors, and Federal, state, and local agencies, relating to its performance of the Pre-construction Services.

SEC. 3 TERM

A. Term. The term of this Agreement shall be from the date first written above through and including December 31, 2026, unless terminated at an earlier date. The term shall be automatically extended through and including the term of the Construction Contract if a Construction Contract is executed by the Parties.

B. Survival. The terms and conditions of this Agreement and the Contractor's obligations hereunder shall survive the execution of the Construction Contract.

SEC. 4 COMPENSATION

A. Rates. As full compensation for the Pre-construction Services and all other obligations to be performed by the Contractor under this Agreement, the RTC will pay Contractor for hours worked at the hourly rates in Exhibit C.

B. Not-to-Exceed Amount. The maximum amount payable to the Contractor to complete each task is equal to the not-to-exceed amounts identified in Exhibit C. The Contractor can request in writing that the RTC 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 the RTC Project Manager prior to performance of the work. In no case shall the Contractor be compensated in excess of the following not-to-exceed amounts:

Total Services (Tasks 1.0 to 14.0)	\$571,575
<u>Contingency</u>	<u>\$71,500</u>
Total Not-to-Exceed Amount	\$643,075

Payment of the above "Total Not-to-Exceed Amount" shall be full and complete consideration to the Contractor for all of the services, hours, expenses, salaries, wages and benefits, taxes, fees, overhead, profit, and other costs incurred by the Contractor in connection with the performance of the Pre-construction Services.

C. 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, the Contractor shall notify the RTC Project Manager in writing, 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.

D. Federal Cost Principles. The Contractor must have an acceptable cost accounting system and can only be reimbursed for costs that are consistent with Federal cost principles. See 23 C.F.R. 172.9; 2 C.F.R. Part 200, Subpart E.

SEC. 5 NOTICE TO PROCEED

Upon the execution of this Agreement by the Parties, or promptly thereafter, the RTC shall provide the Contractor with a written Notice to Proceed. The Contractor shall not commence any work under this Agreement prior to receipt of a fully executed copy of this Agreement and a written Notice to Proceed. The Contractor waives any right to payment of any work commenced or completed prior to receipt of the Notice to Proceed, and any work commenced prior to the Notice to Proceed will be at the Contractor's own risk.

SEC. 6 PRE-CONSTRUCTION SCHEDULE

A. Pre-construction Schedule. The Contractor shall perform the Pre-construction Services and provide all submittals and deliverables in accordance with the Pre-construction Schedule in Exhibit A. Time is of the essence in the performance of Pre-construction Services. The Contractor expressly acknowledges that RTC has an internal May 2024 deadline for obligation of a RAISE grant for the Project which requires the Construction Contract to be finalized for Guaranteed Maximum Price (GMP) bidding by that deadline. FHWA's deadline for obligation of the RAISE grant is October 2024.

B. Completion Requirements. The Contractor agrees to commence the Pre-construction Services promptly on the issuance of the Notice to Proceed, to perform the Pre-construction Services in a timely manner in accordance with the Pre-construction Schedule, and to complete the Pre-construction Services pursuant to and in accordance with the Pre-construction Schedule.

C. Delays. Except as otherwise provided in this Agreement, when either Party has knowledge that any actual or potential situation will delay or threaten to delay the timely performance of the Pre-construction Services in accordance with the Pre-construction Schedule, and/or delay the completion of the Pre-construction Services by the time specified in the Pre-construction Schedule, that Party shall, within forty-eight (48) hours give written notice thereof to the other Party, including all relevant information concerning the actual or potential delay.

D. Changes to Schedule

(1) Requests by Contractor. The RTC may, at its discretion, approve revisions to the Pre-construction Schedule at the request of the Contractor. However, if any such requested revisions are not approved by the RTC, the Contractor acknowledges that the Pre-construction Schedule shall be maintained.

(2) RTC Directed Changes. The RTC may, at its discretion, direct changes to the Pre-construction Schedule, provided that the changes do not increase or decrease the Contractor's cost of, or the time required for, the performance of any part of the Pre-construction Services. The Contractor also recognizes that RTC may direct changes to the Pre-construction Schedule in accordance with Section 16.

(3) Revised Pre-construction Schedule. If the Pre-construction Schedule is revised in accordance with this subsection or Section 16, the RTC shall incorporate those revisions into a revised Pre-construction Schedule and promptly submit that revised Pre-construction Schedule to the Contractor.

SEC. 7 CONTRACTOR PERSONNEL

A. Key Personnel (Pre-Construction Services). The RTC's selection of the Contractor for the performance of the Pre-construction Services was based in part upon a consideration of the qualifications and experience of Contractor's Project Manager and other Key Personnel. The names of the Key Personnel (Pre-construction Services) and their areas of participation and responsibility under this Agreement are set forth in Exhibit B. The Contractor certifies that, unless otherwise agreed in writing by the RTC, the individuals listed in Key Personnel positions in Exhibit B are the same individuals as identified in Contractor's Proposal.

B. Responsibility of Contractor. The Contractor shall be responsible for the performance of all of the services under this Agreement and shall utilize the professional expertise and experience of the Key Personnel, as necessary and appropriate, throughout the period of performance of this Agreement.

C. Removal. The RTC Project Manager shall have the right to demand the removal by the Contractor of any of the Key Personnel, for reasonable cause and by advance written notice.

D. No Replacements without Approval. The Contractor shall not replace or remove its Project Manager or any of the other Key Personnel during the Agreement term without the prior written approval of the RTC's Project Manager.

E. Liquidated Damages. If the Contractor replaces or removes any Key Personnel in violation of this section, it will be assessed liquidated damages under this Agreement.

F. Substitution of Key Personnel.

(1) Contractor Responsibility. In the event the Contractor is unable to provide the services of, or replaces, any of the Key Personnel, the Contractor shall be responsible for providing other personnel for the performance of the specific task or element of work involved, whose expertise and experience are equivalent to those which would have been provided by the Key Personnel listed in Exhibit B. The Contractor shall submit any such substitute Key Personnel to the RTC for its prior review and approval, which shall not be unreasonably withheld.

(2) Costs. The Contractor shall be solely responsible for any additional costs caused by the substitution of personnel for those listed in Exhibit B. In no event shall any substitution of personnel result in an increase in compensation to be paid by the RTC under this Agreement.

G. Key Personnel (Construction Work). The Contractor acknowledges and agrees that if the Contractor and the RTC enter into the Construction Contract, the Contractor will be required to satisfy all of the above requirements for the Key Personnel (Construction Work), including use of the same individuals as identified in Contractor's Proposal, unless otherwise agreed to in writing by the RTC.

SEC. 8 SUBCONTRACTING PLAN

A. Requirement. If the RTC and the Contractor enter into the Construction Agreement, all Construction Work must be carried out by the Contractor in accordance with a detailed Subcontracting Plan that is developed by the Contractor in accordance with the requirements of this Agreement, NRS 338, and Nevada Administrative Code (NAC) 338, and approved in writing by the RTC.

B. Submittal to RTC.

(1) Contents. The Contractor shall be responsible for preparing and submitting the Subcontracting Plan as described in Exhibit A.

(2) RTC Approval. The Subcontracting Plan shall be subject to the review and approval of the RTC. If the RTC and the Contractor enter into the Construction Agreement, the Contractor shall submit to the RTC, for its review and approval, any necessary revisions and updates to the Subcontracting Plan prior to commencing the Construction Work.

C. Compliance with State Law.

(1) Required Provisions. The Subcontracting Plan shall include provisions to ensure that all State law requirements regarding qualification of subcontractors, evaluation of subcontractor proposals, selection of subcontractors, and award of subcontracts are fully complied with by the Contractor throughout the subcontractor selection process, and that subcontracts are awarded only to subcontractors that are qualified to submit a proposal for the provision of labor, materials, or equipment on a Public Work, in accordance with NRS 338 and NAC 338.

(2) Certification. The Contractor certifies that (a) it has read and understands the requirements in State law and regulations regarding the qualification and selection of subcontractors; (b) it has consulted with legal counsel regarding compliance with such State law and regulatory requirements; and (c) both the contents and the implementation of its Subcontracting Plan will be in accordance with applicable State law and regulations, including regulations adopted by the State Public Works Board.

(3) Changes in Law. The Contractor shall be responsible for complying with the requirements of applicable State law and regulations in effect on the date of the execution of this Agreement, as well as with any modifications in such law and regulations that take effect during the term of this Agreement.

D. Subcontracts.

(1) Requirement for Approval. The Contractor shall not enter into any subcontract (other than a subcontract with a subcontractor identified in Contractor's Proposal or included in its approved Subcontracting Plan) without the prior review and approval of the RTC.

(2) Responsibility. The Contractor shall be fully responsible for all work performed by its subcontractors and for all acts, errors, and omissions of all such subcontractors, and shall also be responsible for the prompt payment of subcontractors in accordance with this Agreement.

(3) RTC Not a Party. Any approval of a subcontract shall not be construed as making the RTC a party to such subcontract, giving the subcontractor privity of contract with the RTC, or subjecting the RTC to liability of any kind to any subcontractor.

(4) Copies. The Contractor shall furnish, at the RTC's request, copies of any subcontracts for the performance of Work under this Agreement.

(5) Incorporation. All subcontracts shall incorporate in full all appropriate terms and conditions as set forth in this Agreement.

E. Disputes. The Contractor shall be responsible for addressing and resolving all disputes (including bid protests) with subcontractors and applicants, proposers, and bidders on subcontracts, and shall establish appropriate procedures for handling such disputes, other than appeals of a determination that an applicant is not qualified, which in accordance with NRS 338.16991(7) may be appealed to the RTC.

SEC. 9 DBE PERFORMANCE PLAN

The Contractor shall be responsible for preparing and submitting the DBE Performance Plan. The DBE Performance Plan shall be subject to the review and approval of the RTC.

SEC. 10 VALUE ANALYSIS AND INNOVATION

Throughout the Pre-construction Services phase, the Contractor shall provide value analysis and innovation input for the purpose of enabling the RTC to identify and select improvements to the Plans and Specifications that will provide value to the Project in terms of cost, schedule, risk reduction/mitigation, and quality, without adversely

impacting essential characteristics of the Project. The Contractor shall be responsible for preparing the documentation, reports, and other submittals required in Exhibit A.

SEC. 11 CONSTRUCTION SCHEDULE

The Contractor shall prepare and update the construction schedule, in coordination and cooperation with the RTC, as required in Exhibit A.

SEC. 12 COST ESTIMATES

The Contractor shall prepare and submit, on an Open Book Basis, production-based cost estimates for the Construction Work as required in Exhibit A. The Contractor shall make available to the RTC all supporting background information, unit prices, quantities, scope, detail, labor rates, overhead rates, escalation rates, and other pricing data on which its cost estimates were based. The RTC and the Contractor shall meet to discuss these estimates, and to the extent the Contractor's estimates exceed the RTC's budget for the Project and/or any Independent Cost Estimate (ICE) that is prepared, the Parties shall review and evaluate alternatives for reducing the potential Construction Price.

SEC. 13 NEGOTIATION OF CONSTRUCTION PRICE

A. RTC Submittals to Contractor. Prior to the Contractor's submittal of its Proposed Construction Price, the RTC shall provide the Contractor with (1) the then-current draft of the Construction Contract; and (2) the then-current versions of the Plans and Specifications.

B. Proposed Construction Price. The Contractor shall develop and submit to the RTC its Proposed Construction Price in accordance with Exhibit A. Prior to submitting the Proposed Construction Price, the Contractor shall provide a list of all subcontractors who are to perform a subcontract for which the estimated value is at least one percent (1%) of the estimated Construction Price or \$50,000, whichever is greater, as required by NRS 338.

C. Nature of Construction Price. The Proposed Construction Price and the Construction Price shall be either (1) the cost of the Construction Work, plus a fee, with a Guaranteed Maximum Price (GMP); or (2) a Lump Sum Fixed Price.

D. Negotiations between Contractor and RTC.

(1) Open Book Negotiations. Immediately following the submittal of the Proposed Construction Price, the RTC and the Contractor shall meet and begin negotiation of the Construction Price and other contract terms and conditions for the Construction Work. The negotiations shall be conducted in good faith and on an Open Book Basis. The Contractor shall make available to the RTC all supporting background information, unit prices, quantities, scope, detail, labor rates, overhead rates, escalation rates, and other pricing data on which its Proposed Construction Price was based.

(2) Price Reductions. If the Proposed Construction Price is greater than the RTC's budget for the Project and/or any Independent Cost Estimate (ICE) that is prepared, the Parties shall discuss alternative methods for performing the Construction Work, and shall review and evaluate value engineering alternatives and other cost reduction measures.

E. Possible Actions Following Negotiations.

(1) Construction Contract. If the RTC is satisfied with the Contractor's performance of this Agreement and the RTC and the Contractor successfully negotiate a Construction Price and other contract terms and conditions for the Construction Work, then the Parties may, subject to the approval of the RTC Governing Body, enter into a Construction Contract, which will set forth the scope of Construction Work, the construction schedule, the agreed upon Construction Price, a notice to proceed date for construction of the Project, and other terms and conditions to govern the construction of the Project. The Construction Contract is the only method by which the Construction Work, or any portion thereof, may be authorized.

(2) No Construction Contract. If the Parties are unable to reach an agreement for the Construction Work in a timely manner during the negotiation period as determined in the sole discretion of the RTC, the RTC shall terminate the negotiations. The decision to terminate the negotiations shall be in the sole discretion of the RTC. In the event of a termination, the Contractor shall complete its required Pre-construction Services in a timely manner for the not-to-exceed amount set forth in this Agreement. The RTC will, in its sole discretion, determine the appropriate actions to follow, which may include the issuance of a solicitation to competitively procure the Construction Work, or a decision to

delay or terminate further actions on the Project. The Contractor will be eligible to bid or propose in any solicitation for the Construction Work.

SEC. 14 OTHER SUBMITTALS AND MEETINGS

A. Submittals. The Contractor shall be responsible for preparing and submitting all other plans, programs, documentation, reports and other submittals required in Exhibit A, and such other submittals as are required to complete the Pre-construction Services.

B. Meetings. In addition to the meetings identified in Exhibit A, the Contractor shall attend any other meetings necessary to address issues and concerns arising regarding the Project and to complete the Pre-construction Services. The Contractor will ensure that appropriate Key Personnel are available for all such meetings.

SEC. 15 INVOICING AND PAYMENT PROVISIONS

A. Submittal and Payment. The Contractor shall submit monthly invoices to the RTC. Invoices must be submitted to accountspayable@rtcwashoe.com. The RTC shall pay invoices (except for any contested portion thereof) within thirty (30) Days after receipt of a proper invoice from the Contractor.

B. Contents. Invoices shall contain the following information:

- (1) The Agreement name and purchase order number.
- (2) The specific elements of the Pre-construction Services that were performed under each task specified in Exhibit A.
- (3) Any milestones achieved during the prior month.
- (4) A separate identification of any additional work outside the original scope of Pre-construction Services which has been approved by the RTC. Documentation of the prior written approval received from the RTC for the additional work (if any) shall be attached to this cost breakdown.

C. Report. Each invoice shall be accompanied by a report documenting the performance of the Pre-construction Services, comparing the actual schedule and milestones to the Pre-construction Schedule, and summarizing any management, design, or project development issues arising during the prior month and how those issues were addressed.

D. Reservation of Rights.

(1) Right to Withhold and Recover. The RTC shall have the right to withhold payment, or to recover funds from amounts paid, for any work (or portion thereof) not performed in accordance with this Agreement, or for any work not supported by appropriate documentation or other information. The RTC shall notify the Contractor of any such withholding and provide the Contractor the opportunity to correct the work in question or to correct or supplement the invoice, as applicable. The RTC shall have the right to withhold payment, or recover funds from amount paid, for any costs that are not consistent with Federal cost principles. See 23 C.F.R. 172.9; 2 C.F.R. Part 200, Subpart E.

(2) No Waiver. Neither payment of amounts due by the RTC nor acceptance of any such payment by the Contractor shall constitute a waiver of any claim by the RTC for errors or omissions in invoices or payments.

(3) Audits. The RTC may also make an adjustment to the amount due the Contractor on the basis of the results of an audit conducted by the RTC or its representatives.

E. Prompt Payment to Subcontractors

(1) Requirement. The Contractor shall comply with the prompt payment to subcontractors requirements set forth in State law, and 49 CFR Part 26 if applicable, relating to the payment of subcontractors.

(2) Payment for Satisfactory Work. The Contractor shall make payment to each subcontractor for satisfactory performance of its subcontract no later than ten (10) calendar days after receipt of payment from the RTC.

(3) Payment of Retainage. The Contractor shall make full payment to each subcontractor, within ten (10) calendar days after the subcontractor's work is satisfactorily completed, of all retainage withheld by the Contractor pursuant to the relevant subcontract.

(4) No Retainage. If the RTC does not withhold retainage from the Contractor, the Contractor may not withhold retainage from its subcontractors.

(5) Delay in Payment. The Contractor may only delay or postpone any payment obligation to any of its subcontractors for services provided under this Agreement if the Contractor demonstrates to the satisfaction of the RTC that good cause exists for such a delay or postponement. Any concurrence by the RTC that good cause exists for the delay or postponement of the Contractor's payment obligation to its subcontractor must be made in writing prior to the time when payment to the subcontractor would have been otherwise due.

F. Submittal of Deliverables and Final Payment. The Contractor agrees that its right to receive the final payment pursuant to this Agreement is contingent upon (1) submittal of all deliverables required for the Pre-construction Services; (2) the RTC's determination that such deliverables satisfy the requirements of this Agreement; and (3) the Contractor's execution of a release in accordance with this section. If the RTC fails to make such determination and does not approve any or all such deliverables, the Contractor shall revise the deliverables to the RTC's satisfaction and approval, at no additional expense to the RTC. The RTC shall have the right to withhold, in its sole discretion, any or all of the Contractor's final payment until the RTC approves all of Contractor's deliverables.

G. Execution of Release. Final payment of the Contractor for the Pre-construction Services shall be conditioned on the Contractor's execution and delivery of a written release, satisfactory in form and substance to the RTC, releasing the RTC from all claims of the Contractor and its subcontractors and suppliers under this Agreement, and certifying that (1) all subcontractor and supplier claims that are known or reasonably should be known by the Contractor (a) have been fully resolved, or (b) if not fully resolved, will be the sole responsibility of the Contractor and the RTC will be held harmless from any liability therefore; and (2) the Contractor has no reason to believe that any party has a claim against the Contractor or the RTC relating to the work that has not been asserted at the time of the Contractor's certification and release.

SEC. 16 CONTRACT AMENDMENTS

A. Basic Requirement. The Contractor shall not engage in any activity that may materially alter this Agreement without obtaining a written amendment to this Agreement executed by the RTC and the Contractor. Any costs incurred by the Contractor without proper contractual authorization through a written amendment signed by the RTC

Executive Director will be performed at the Contractor's sole risk and expense and will be considered non-reimbursable.

B. RTC Directed Changes. The RTC may, at any time, by written amendment, make changes in the scope of work within the Pre-construction Services including, but not necessarily limited to, the following changes:

(1) In Exhibit A (Pre-construction Services and Schedule), including directing acceleration or deceleration in the performance of the work; or

(2) In the method or manner of performance of the work.

If any amendment under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Pre-construction Services, the RTC and the Contractor shall make a good faith effort to agree upon the fair and equitable amount of the adjustment in price or schedule in advance. In the absence of a timely agreement, the RTC may make an equitable adjustment in its sole determination, and provide a written amendment to the Contractor, subject to the Contractor's dispute rights under Section 20.

D. Immediate Revisions. The RTC reserves the right to issue immediate revisions to the Pre-construction Services scope of work, and in such a case the Contractor agrees to implement such revisions, with the understanding that the Parties will subsequently discuss and agree upon any cost and/or schedule impact.

SEC. 17 INDEMNIFICATION AND HOLD HARMLESS

A. General Indemnification. The Contractor's indemnification obligations are as set forth in Exhibit E. Such obligations also extend to any liability of the RTC resulting from any action to clear any lien and/or to recover for damage to RTC property. The obligations of Contractor under this section shall be in effect whether or not the Contractor maintains or fails to maintain insurance as required under this Agreement, and shall survive the expiration or termination of this Agreement.

D. Additional Indemnifications. The indemnification under this section is in addition to that provided under other sections of this Agreement.

C. **Disclaimer of Liability.** The RTC will not hold harmless or indemnify the Contractor for any liability whatsoever in connection with the performance of this Agreement.

SEC. 18 INSURANCE

A. **Pre-construction Services.** In conjunction with the performance of the Pre-construction Services, the Contractor shall provide insurance in accordance with Exhibit E, and shall comply with all provisions set forth therein. The Contractor shall submit certificates of insurance to the RTC at the time of execution of this Agreement.

B. **Construction Work.** The Contractor acknowledges and agrees that the insurance coverages referenced in this Section are applicable to the Pre-construction Services, and that if the Contractor and the RTC enter into the Construction Contract, the Contractor will be required to provide additional coverages and/or limits of liability, as specified in the form of the Construction Contract attached to the RFP.

SEC. 19 LIQUIDATED DAMAGES

A. **Key Personnel.** The Contractor will be assessed Liquidated Damages in the amount of \$10,000 for each violation of the requirements regarding Key Personnel set forth in Section 7.

B. **Failure to Provide Timely and Required Cost Estimates.** The Contractor will be assessed liquidated damages in the amount of \$5,000 for each day the Contractor is late in the delivery of any of the cost estimates for Construction Work as set forth in Exhibit A.

C. **Failure to Provide Timely Proposed Construction Price.** The Contractor will be assessed liquidated damages in the amount of \$5,000 for each day the Contract is late in the delivery of the Proposed Construction Price as set forth in Exhibit A.

D. **Nature of Liquidated Damages.** The liquidated damages in this section have been set based on an evaluation by the RTC of the damages to the RTC and the public caused by the Contractor's failure to perform in accordance with contractual requirements. The amount of liquidated damages is impossible to ascertain as of the date of execution of this Agreement, and the RTC has estimated the liquidated damages in order to fix the Contractor's costs and to avoid later disputes over the amount properly chargeable to the Contractor. The Contractor agrees that any liquidated damages

payable under this section are in the nature of liquidated damages and not a penalty, and are reasonable in light of the anticipated or actual harm caused by the breach, the difficulties of the proof of loss, and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy.

SEC. 20 ISSUE AND DISPUTE RESOLUTION

A. General. Any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement shall be decided by the RTC, subject to the dispute resolution provisions in this section. It is the intent of the Parties to work collaboratively to avoid and resolve disputes at the lowest level possible. Accordingly, the RTC, the Contractor and, potentially, other members of RTC's project team, will enter into a partnering relationship pursuant to the provisions set forth in Exhibit D - "Partnering Process," provided that the parties may not agree to anything that conflicts with this Agreement and the provisions of this Agreement control. Nothing herein contained shall impair the parties' rights to file suit in the appropriate court of the State of Nevada.

B. Negotiated Resolution. The parties shall first attempt to resolve the dispute informally in meetings or communications between the Contractor's Project Manager and the RTC Project Manager. If the dispute remains unresolved, the Contractor may request that the RTC Project Manager issue a recommended decision on the matter in dispute. The RTC Project Manager shall issue the recommended decision in writing and provide a copy to the Contractor. The recommended decision of the RTC Project Manager shall become final unless, within fifteen (15) Days of receipt of such recommended decision, the Contractor submits a written request for review to the RTC Executive Director. In connection with any such review, the Contractor's Project Manager and the RTC Project Manager shall be afforded an opportunity to be heard and to offer evidence on the issues presented.

C. Mediation/Arbitration. In the event that parties have been unable to reach a negotiated resolution, the dispute may, upon written agreement of both Parties, be submitted to mediation and/or arbitration in accordance with the commercial rules and procedures of the American Arbitration Association (AAA). The neutral mediator/arbitrator shall be selected in accordance with AAA procedures, and the mediation/arbitration hearing shall be held in the Reno, Nevada area. The parties agree to request that each of the potential mediators/arbitrators provided by the AAA have at

least five (5) years of experience in construction industry disputes. The result of any arbitration shall be final and binding upon both parties, subject to judicial enforcement or review in a court in the State of Nevada of competent jurisdiction and venue, in accordance with the applicable provisions of NRS 38.015 to 38.205.

D. Litigation. If a dispute is not resolved by the Parties through the operation of Subsections A and B and is not submitted to mediation/arbitration under Subsection C, either Party may bring a civil action on the matter in dispute in the Second Judicial District of the State of Nevada, County of Washoe. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RIGHT TO TRIAL BY JURY OF ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THIS AGREEMENT AND/OR THE PROJECT AND TO HAVE ALL DISPUTES IN THE LITIGATION DETERMINED BY A JUDGE WITHOUT A JURY. THE PARTIES ACKNOWLEDGE THAT THEY WOULD OTHERWISE HAVE A RIGHT FOR THEIR DISPUTE TO BE HEARD BY A JURY, THAT THEY HAVE CONSULTED WITH THEIR ATTORNEYS, AND THAT THEY KNOWINGLY AND VOLUNTARILY AGREE TO THIS WAIVER.

E. Alternative Dispute Resolution. If agreed to by the Parties, disputes may be resolved by a mutually agreed upon alternative dispute resolution process (which may include structured negotiations) that is different from the processes specified in this section.

F. Requirement to Proceed. Pending final resolution of a dispute under this Section, the Contractor shall proceed diligently with the performance of its obligations under this Agreement (including those matters giving rise to the dispute) in accordance with the direction of the RTC; provided that the action of the Contractor in proceeding with such performance shall not prejudice its position in the dispute resolution process.

SEC. 21 ASSIGNMENT; CHANGE IN OWNERSHIP OR CONTROL

A. Assignment. The Contractor may not assign this Agreement, or any portion thereof or transfer any interests, rights, duties, or responsibilities of the Contractor hereunder, except with the prior written approval of the RTC. Any attempt to do so without such prior written approval shall be null and void.

B. Change in Ownership or Control. The Contractor agrees that in the event of the sale of substantially all of the assets or stock of the Contractor, or in the event of a

change in control of the beneficial ownership of the Contractor, the Contractor will require, as a binding pre-condition on such sale or change in control, that the acquiring entity assume full responsibility for performance of all duties and obligations under this Agreement, without reduction or modification.

SEC. 22 OWNERSHIP OF WORK

A. Ownership. All electronic files, software, licenses, programs, equipment manuals, and databases prepared or obtained by the Contractor in the course of performing work under this Agreement shall be conveyed and delivered to and become the property of the RTC at the termination of this Agreement, for whatever cause. The Contractor and its subcontractors shall convey and transfer any copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to the RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to the Contractor in accordance with the terms of this Agreement.

B. Title to Intellectual Property. The Contractor 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 the RTC.

C. Indemnification. The Contractor agrees to defend, indemnify, and hold the RTC harmless for any loss, claim, or liability in any way related to a claim that the RTC is violating Federal, state, or local law, or any contractual provisions, relating to trade names, licenses, franchises, patents, or other means of protecting interests in products or inventions. The Contractor 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. In the event any such materials, equipment, devices, or processes are held to constitute an infringement and their use is enjoined, the Contractor, at its sole expense, shall either (1) secure for the RTC the right to continue using the materials by suspension of any injunction or by procuring a license or licenses for the RTC; or (2) modify the materials so that they become non-infringing. This covenant shall survive the termination of this Agreement.

D. Confidential Treatment. The Contractor 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 the RTC; provided, however, that the Contractor may refer to this Project 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 subsection also shall not restrict the Contractor 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 the Contractor to defend itself from any suit or claim.

SEC. 23 CONFLICTS OF INTEREST

A. Conflicts Requirements. The Contractor shall ensure that no employee, agent, subcontractor, or other person performing services under this Agreement has, directly or indirectly, any financial or other personal interest, other than their employment or retention, in any contract or subcontract in connection with the Project.

B. Applicability to Subcontractors. The Contractor shall include a requirement in each subcontract Contractor signs with a subcontractor that the subcontractor shall ensure that no employee, agent, subcontractor or other person performing services under the subcontract has, directly or indirectly, any financial or other personal interest, other than their employment or retention, in any contract or subcontract in connection with the Project.

C. Disclosure. The Contractor shall disclose any potential conflict of interest to the RTC, which shall then disclose any potential conflict of interest as specified in 2 C.F.R. 200.112, 23 C.F.R. 1.33 and the requirements of 23 C.F.R. 172.5

SEC. 24 RESERVED

SEC. 25 FINANCIAL CONDITION

The Contractor shall promptly inform the RTC in writing of any adverse financial condition or event that arises during the term of this Agreement which could jeopardize

its successful and timely completion of the Pre-construction Services or its ability to perform the Construction Work. The Contractor shall provide such financial information as is necessary and appropriate to establish to the satisfaction of RTC that the Contractor can reasonably be expected to perform the services required by this Agreement and the Construction Contract. Financial information submitted to the RTC shall be confidential and returned to the Contractor after review and shall not be retained by RTC.

SEC. 26 LICENSING, PERMITS, AND TAXES

The Contractor and its subcontractors shall have and maintain all licenses and permits required for the performance of services under the terms of this Agreement, and all work hereunder shall be performed by persons holding the appropriate professional license. The cost for any required licenses and permits shall be the responsibility of the Contractor. The Contractor shall also be liable for any and all taxes due as a result of this Agreement.

SEC. 27 INDEPENDENT CONTRACTOR

A. Status of Contractor. Under the terms of this Agreement, the Contractor is an independent contractor and has and retains full control and supervision of all the services it performs under this Agreement, and of all employees and other persons performing those services, other than the RTC representatives. The Contractor agrees to be solely responsible for all matters relating to wages, appropriate rates of pay, hours of work, and working conditions and payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, and all other requirements relating to such matters. The Contractor agrees to be responsible for its own acts and those of its subordinates, employees, and any and all subcontractors during the term of this Agreement.

B. Payment of Taxes. The Contractor agrees to pay all required taxes on amounts paid to the Contractor under this Agreement, and to indemnify, defend, and hold the RTC harmless from any and all taxes, assessments, penalties, and interest asserted against the RTC by reason of the independent contractor relationship created by this Agreement or by reason of the Contractor's failure to pay taxes when due. In the event that the RTC is audited by any Federal or State agency regarding the independent contractor status of the Contractor and the audit in any way fails to sustain the validity of an independent

contractor relationship between the RTC and the Contractor, then the Contractor agrees to reimburse the RTC for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Workers Compensation Compliance. The Contractor shall fully comply with the workers' compensation laws applicable to the Contractor and its employees. The Contractor further agrees to indemnify, defend, and hold the RTC harmless from any failure of the Contractor to comply with applicable workers' compensation laws. The RTC shall have the right to offset against any amounts otherwise due to the Contractor under this Agreement any costs incurred by the RTC resulting from any such failure to comply or resulting from Contractor's failure to promptly pay to the RTC any reimbursement or indemnification arising under this section.

SEC. 28 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable Federal, State, County, and City laws, codes, ordinances, rules, and regulations, whether or not specifically referenced in this Agreement. The Contractor affirms that it has familiarized itself with the requirements of any and all applicable Federal, State, and local laws, codes, rules, and regulations, including the Federal laws and regulations in Exhibits F and G, the form of the Construction Contract attached to the RFP, and the conditions of any required licenses and permits, prior to entering into this Agreement. The Contractor shall be responsible for complying with any and all of such requirements at its sole cost and expense and without any increase in the price or schedule specified in this Agreement due to such compliance, regardless of whether such compliance would require additional labor, equipment, and/or materials not expressly provided for in the Agreement or included in the specified price.

SEC. 29 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

There is no Disadvantaged Business Enterprise (DBE) goal established for this Agreement. RTC expects that NDOT will establish a DBE goal for the Construction Contract. If NDOT establishes a DBE for the Construction Contract, the DBE provisions set forth in the form of the Construction Contract attached to the RFP shall apply in connection with the Guaranteed Maximum Price (GMP) or Lump Sum Fixed Price bid process.

SEC. 30 EQUAL EMPLOYMENT OPPORTUNITY

A. EEO Program. The Contractor shall implement and maintain an EEO/Affirmative Action Program in accordance with Federal guidelines.

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

C. Solicitations or Advertisements. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.

D. Subcontracts. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement or the Construction Contract so that such provisions will be binding upon each subcontractor. The Contractor will use its best efforts to ensure subcontractor compliance with their EEO obligations.

E. Reports. No later than thirty (30) calendar days after the EEO-1 Component 1 filing deadline for submission of demographic workforce data for calendar years 2023-2025, the Contractor shall prepare and submit to the RTC an EEO report containing the Contractor's demographic workforce data for the prior two-calendar year period, containing: (1) a utilization analysis, consisting of a workforce analysis and an availability analysis, for each job category, using the job categories, salary ranges, and race/ethnicity categories in the EEOC-EEO-4 report, and showing race/ethnicity and gender breakdowns for each job category; (2) the Contractor's short-term and long-term goals for increasing utilization of under-utilized subcategories (gender/race/ethnicity) in specific job categories, expressed in both number and percentage, along with timetables

for meeting the goals for the forward-looking four-year period; (3) employment practices data showing the following, cross-referenced by race and sex: (a) the number of applicants in each job category and the number hired, (b) the number of employees in each job category who applied for promotion or transfer and the number in each job category promoted or transferred, (c) the number and types of disciplinary actions, tailored to language used in union contracts and/or Contractor policies and procedures, (d) the number of voluntary/involuntary terminations, and (e) job category training that fosters promotion potential, together with a disparate impact analysis and narrative explaining the source of the data and results of the analysis; and (4) employment practices data showing the following for individuals with disabilities and veterans, cross-referenced by race and sex: (a) the number of applicants for each job category and the number hired, and (b) the number of employees in each job category who applied for promotion or transfer and the number in each job category promoted or transferred.

SEC. 31 OTHER FEDERAL REQUIREMENTS

A. Federally Required Clauses. This Agreement will be financed in part with federal funds administered by NDOT on behalf of the FHWA, and is therefore subject to certain federal statutes, rules and regulations applicable to work financed with federal funds. As a condition for receiving payment under this Agreement, the Contractor agrees to comply with the federally required clauses set forth in Exhibits F, and elsewhere in this Agreement.

B. Certifications and Affidavits. The Contractor has completed and signed the following attached as Exhibit G: (1) Form IC - Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (2) Form NC - Affidavit of Non-Collusion, (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"; and (4) Form BAC - Buy America Certificate. The Contractor affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.

SEC. 32 RESERVED

SEC. 33 CANCELLATION OF AGREEMENT

In any of the following cases, the RTC shall have the right to cancel this Agreement in whole or in part without expense to the RTC:

- (1) the Contractor is guilty of misrepresentation;
- (2) the Agreement is obtained by fraud, collusion, conspiracy, or other unlawful means; or
- (3) the Agreement conflicts with any statutory or constitutional provision of the State of Nevada or the United States.

This section shall not be construed to limit the RTC's right to terminate the Agreement for convenience or default under the terms of this Agreement.

SEC. 34 TERMINATION BY MUTUAL AGREEMENT

The Agreement may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in this Agreement.

SEC. 35 TERMINATION FOR CONVENIENCE

A. Authority to Terminate. The performance of work under this Agreement may be terminated by the RTC in accordance with this section in whole, or from time to time in part, whenever the RTC determines that such termination is in the best interest of the RTC. Any such termination shall be affected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under this Agreement is terminated and the date upon which such termination becomes effective.

B. Required Actions upon Notice. Upon receipt of a notice of termination, and except as otherwise directed by the RTC, the Contractor shall:

- (1) stop performing services under the Agreement on the date and to the extent specified in the notice of termination;
- (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the services under the Agreement as is not terminated;
- (3) terminate all orders and subcontracts to the extent that they relate to the performance of services terminated by the notice of termination;

(4) assign to the RTC in the manner, at the times, and to the extent directed by the RTC, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated;

(5) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the RTC, to the extent the RTC may require, which approval or ratification shall be final for all the purposes of this section;

(6) transfer title to the RTC and deliver in the manner, at the times, and to the extent, if any, directed by the RTC, supplies, equipment, and other material produced as a part of, or acquired in connection with the performance of, the services terminated, and any information and other property which, if the Agreement had been completed, would have been required to be furnished to the RTC;

(7) complete any such part of the work as shall not have been terminated by the notice of termination; and

(8) take such action as may be necessary, or as the RTC may direct, for the protection and preservation of the property related to the Agreement which is in the possession of the Contractor and in which the RTC has or may acquire an interest.

All payments due to be made by the RTC to the Contractor shall be made by the date of termination with respect to the subject matter of the notice of termination.

C. Settlement of Claims. Except as otherwise provided, settlement of claims by the Contractor under this section shall be in accordance with the provisions set forth in 2 CFR 200.343 and 48 CFR Part 49, as amended from time to time. Consistent with these provisions, in the event of termination, the Contractor shall be entitled to payment for all services previously rendered prior to termination, plus reasonable termination costs.

SEC. 36 TERMINATION FOR DEFAULT

A. Events of Default. Subject to the provisions of subsection B of this section, the RTC may terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If the Contractor fails to provide the services in the manner required by the Agreement;

(2) If the Contractor fails to perform any of the provisions of this Agreement in accordance with its terms;

(3) If the Contractor fails to make progress in the prosecution of the Pre-construction Services under this Agreement so as to endanger such performance; or

(4) If the Contractor fails to provide and maintain the insurance coverages required under this Agreement.

B. Notice and Opportunity to Cure. If the RTC determines that an event of default under this section has occurred, it shall immediately notify the Contractor in writing and provide the Contractor with fifteen (15) calendar days in which to provide a plan to cure such default, including a timetable for accomplishing the cure. The plan and timetable must be approved by the RTC, which approval shall not be unreasonably withheld. If the Contractor fails to provide a plan for cure within such fifteen (15) day period, fails to provide a plan and timetable that is approved by the RTC, or fails to cure in accordance with an approved plan and timetable, the RTC may declare the Contractor to be in default and terminate this Agreement in whole or in part.

C. Reprocurement. In the event that the RTC terminates the Agreement in whole or in part under this section, the RTC may procure, upon such terms and in such manner as the RTC may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the RTC for costs associated with the termination of the Agreement, the procurement of replacement services by the RTC, any excess costs of such similar supplies or services, and any increase in the total Agreement cost as a result of the reprocurement of services from the date of termination to the expiration date of the original Agreement. The Contractor shall continue the performance of the Agreement to the extent not terminated under the provisions of this section.

D. Settlement of Claims. Except as otherwise provided, settlement of claims by the Contractor under this section shall be in accordance with the provisions set forth in 2 CFR 200.343 and 48 CFR Part 49, as amended from time to time.

SEC. 37 SUSPENSION

The RTC may, by written notice, order the Contractor to suspend all or any part of the Contractor's services under this Agreement for the convenience of RTC, for events

beyond the control of the RTC and the Contractor, or for circumstances constituting an event of default under this Agreement.

SEC. 38 FORCE MAJEURE

The Contractor shall not be liable for any failure to perform this Agreement if acceptable evidence has been submitted to the RTC that the failure to perform was due to Force Majeure Events which were beyond the control and without the fault or negligence of the Contractor and which could not have been foreseen or avoided by the Contractor through the exercise of due diligence. As used in this section, "Force Majeure Events" includes acts of god, civil disturbances, acts of terrorism, fire, war, or extreme weather (such as earthquakes or floods), but do not include labor related incidents, such as strikes or work stoppages.

SEC. 39 ACCOUNTING REQUIREMENTS AND AUDITS

A. Contractual Obligations. The Contractor and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs by line item, that conform to Generally Accepted Accounting Principles (GAAP), and that provide support for the Contractor's invoices. The Contractor can only be reimbursed for costs that are consistent with Federal cost principles. See 23 C.F.R. 172.9; 2 C.F.R. Part 200, Subpart E.

B. Audits. The RTC shall have the right to inspect and/or audit the books and records of the Contractor and its subcontractors relating to the performance of work under this Agreement. The RTC may make appropriate adjustments to the Contractor's future invoices, or may otherwise collect amounts due from the Contractor, based upon any inconsistency, irregularity, discrepancy, or unsubstantiated billing revealed as a result of an inspection and/or audit.

SEC. 40 RECORDS RETENTION AND ACCESS TO RECORDS

The Contractor and its subcontractors shall maintain all books, documents, subcontracts, papers, records, accounting records, and other evidence pertaining to the performance of this Agreement. The Contractor and its subcontractors shall make such materials available at their respective offices at all reasonable times during the Agreement term and for three (3) years from the date of final payment to Contractor and its subcontractors under this Agreement, or the date of resolution of litigation or claims

arising under this Agreement, whichever is later. The Contractor shall make available to the RTC, or its designee, the State, the Secretary of Transportation, the United States Comptroller General, or any other duly authorized representative of the Federal, State, or local government, any books, documents, subcontracts, papers, records, accounting records, and other evidence relating to the performance of this Agreement for audits, examinations, or other reviews, and copies thereof shall be furnished by the Contractor if requested.

SEC. 41 PUBLIC RECORDS

The RTC is a public agency as defined by Nevada State law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the RTC's records are public records, which are subject to inspection and copying by any person (unless declared or permitted by law to be confidential). This Agreement and the Exhibits hereto are deemed to be public records.

SEC. 42 WAIVER OF TERMS AND CONDITIONS

The failure of the RTC to enforce one or more of the terms or conditions of this Agreement or to exercise any of its rights or privileges, or the waiver by the RTC of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

SEC. 43 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.

SEC. 44 LACK OF FUNDS

The entering into of the Agreement by the RTC is subject to its receipt of Federal, state, or local funds adequate to carry out the provisions of the Agreement in full.

SEC. 45 NOTICES

Official notices or correspondence related to this Agreement shall be in writing and sent to the following addresses:

THE RTC:

Bryan Byrne, RTC Project Manager
Regional Transportation Commission of Washoe County
1105 Terminal Way
Reno, Nevada 89502

THE CONTRACTOR:

Jeff Bean, Contractor's Project Executive
Q&D Construction, LLC 1050 S 21st St
Sparks, NV 89431

Any notices required by this Agreement shall be deemed received on: (1) the day of delivery if delivered by hand (including overnight courier service) during receiving Party's regular business hours or by facsimile before or during receiving Party's regular business hours; or (2) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

SEC. 45 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

SEC. 46 AGREEMENT TO CONTROL

In the event of any inconsistency between the provisions of the Contract Documents, the provisions of this Agreement shall control.

SEC. 47 ENTIRE AGREEMENT

This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Contractor and the RTC. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof

waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the RTC will only be valid if signed by the Executive Director.

SEC. 48 EXHIBITS

All Exhibits referred to in this Agreement are hereby incorporated herein by reference.

SEC. 49 SEVERABILITY

In the event any provision of the Agreement is declared or determined to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Agreement and each provision of the Agreement will be and is deemed to be separate and severable from each other provision.

SEC. 50 NO THIRD-PARTY BENEFICIARIES

This Agreement and the rights and obligations arising hereunder are strictly for the benefit of the Parties to this Agreement. The Parties agree that any benefit asserted by a third party and/or found to exist by any court or arbitrator is merely an incidental, collateral, or consequential benefit and is not intended to create any obligation to, or any right of action by, any person not a signatory to this Agreement.

SEC. 51 NO FEDERAL GOVERNMENT OR STATE OBLIGATIONS

The Federal Government and the State of Nevada shall not be subject to any obligations or liabilities to the Contractor, or any other person other than the RTC, in connection with the performance of this Agreement. Notwithstanding any concurrence that may be provided by the Federal Government or the State of Nevada in or approval of any solicitation, or contract, the Federal Government and the State of Nevada have no obligations or liabilities to any party, including the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth below their endorsements.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

Q&D Construction, LLC

By: _____
Jeff Bean, Project Executive

EXHIBIT A
PRE-CONSTRUCTION SERVICES AND SCHEDULE

Scope of Work for Pre-construction Services

Sierra Street Bridge Replacement Project

The following describes the Scope of Services for the Construction Manager at Risk, acting as the Construction Manager, for the Sierra Street Bridge Replacement Project (Project).

PROJECT DESCRIPTION

The Regional Transportation Commission of Washoe County (RTC), in cooperation with the City of Reno, the Nevada Department of Transportation (NDOT), and the Federal Highway Administration (FHWA), is proposing to replace an aging bridge along Sierra Street over the Truckee River in the River Walk District of Reno, Nevada (Figure 1). The three-span steel bridge with a concrete façade currently provides two travel lanes for southbound traffic as well as parking lanes and sidewalks on each side of the bridge. The proposed project will address the structural deficiencies of the existing bridge and enhance safety for the traveling public. The Sierra Street Bridge Replacement Project (Project) is located on Sierra Street between West 1st Street and Court Street.

The existing bridge (B-303) was constructed in 1937 and is past the typical bridge life expectancy of 75 years. Various elements of the bridge are reaching the point where ongoing maintenance and rehabilitation can no longer address the existing deficiencies. The bridge received a “poor” rating during a June 2022 bridge inspection by NDOT. The bridge is also considered scour critical because its pier and abutment footings are not supported by piles and are founded at a shallower depth than current design requirements.

The bridge has been placed on a 12-month inspection cycle, instead of the typical 24-month cycle, so that the structural health can be monitored. The 2022 NDOT bridge inspection report noted that there is some amount of soil loss in the channel and recommended scour countermeasures to be installed at the piers. The existing bridge piers also collect debris, exacerbating flood events and resulting in road closures (most recently in 1997, 2005, and 2017).

The current bridge is a three-span steel girder bridge with a cast-in-place concrete deck and façade. The bridge is about 136 feet long and has a width of 62 feet (44 feet of roadway, two 8-foot sidewalks, and a 1-foot barrier at each edge of deck). The bridge will be replaced with a two-span bridge that will be approximately 133 feet long and 63 feet wide (as currently laid out). There will be two 13-foot southbound traffic lanes, two 10-foot, 6-inch-wide sidewalks, an 8-foot parking lane on the east side of the bridge that is separated from traffic with a 4-foot stripped buffer, and a 2-foot barrier at each edge of deck. A small deck overhang may be integrated at 60% design to provide an overlook to the river below. The single-pier concept maintains a roadway elevation similar to existing conditions. The bridge deck is being designed with precast concrete box beam girders.

There will be 3-foot, 6-inch-tall concrete bridge pylons at each of the four corners of the bridge. There will also be similar pylons that are a bit narrower located at each edge of deck where existing piers occur today (so that the bridge maintains a 3-span look from the deck). Bridge lighting will be provided via globe lights with hanging basket hooks for flowers (similar to those adjacent to the bridge).

Existing utilities across the bridge include NV Energy, Verizon, and Truckee Meadows Water Authority (TMWA). All existing utilities are hung between existing girders of the bridge. The new bridge will include conduits inside the precast concrete box beam girders for NV Energy and Verizon. TMWA waterline(s) will be installed within steel casing that will be inside the precast concrete box beam girders.

In addition to the replacement of the bridge there will be replacement of adjacent retaining walls/ramps at the southeast and southwest corners of the bridge. The existing whitewater park exit at the southwest corner will be removed and replaced with a steeper ramp that will serve as City maintenance access for the Cochran Ditch. The Cochran ditch inlet and a portion of the pipe east of the inlet will also be replaced. The Fountainwalk ramp on the southeast corner of the bridge will be replaced with a new ADA compliant switchback ramp that is an approximate mirror image of the ramp at Virginia Street's southwest corner. This ramp will serve as the new whitewater park exit. Grouted rip-rap will be placed along both ramps and the south abutment.

Streetscape improvements include pedestrian-scale lighting, shade trees, and decorative colored sidewalk with scored patterns.

A majority of the project is located within the regulatory responsibility of Carson-Truckee Water Conservancy District (CTWCD), defined by the delineation of CTWCD's 14,000 cfs flow. Occupancy within this delineation is constrained by the requirements of the USACE 408 permit, which will require vacating the delineation area if actual river flows in the channel are 8,000 cfs and rising. Additionally, the timeframe for work regulated by the permit will be limited to the period July 1 through October 31, with the potential to extend through November if approved by CTWCD.

Six properties in the project vicinity, including the existing Sierra Street Bridge, are listed or eligible for listing on the National Register of Historic Places. NDOT is leading consultation with the State Historic Preservation Officer (SHPO) to comply with Section 106 of the National Historic Preservation Act. RTC anticipates no adverse effect to five of the properties and an adverse effect to the historic Sierra Street Bridge. To resolve adverse effects to the Sierra Street Bridge, a Memorandum of Agreement (MOA) will be prepared between the SHPO, FHWA, and NDOT. Per guidance from NDOT, mitigation is expected to include recordation of the bridge and development of an interpretive display or website.

There are also several recreation facilities in the project vicinity, two of which are likely to be affected by the project; the Truckee River Walk and the Truckee River Whitewater Park. RTC is working with NDOT and FHWA to comply with Section 4(f) of the Department of Transportation Act, which protects publicly-owned parks and recreation areas. RTC anticipates the project impacts to these resources would be considered de minimis or would qualify for a temporary occupancy exception. Further coordination with NDOT and FHWA is needed once impacts to these resources are better defined. , It is anticipated that detours for the River Walk will need to be provided and an alternate exit will need to be signed/provided for Whitewater Park users.

Sierra Street would be closed between West First Street and Court Street during construction, and it is anticipated that Island Avenue will be closed from Sierra Street to Rainbow Street.

The construction manager will be responsible to understand and, as applicable, coordinate with adjacent construction projects to minimize potential impacts to this Project. For instance, the construction timeline for the Kimpton hotel project located on the 1.4 acres between Court Street and Island Avenue, just west of Sierra Street, is unknown, but may require coordination.

Environmental Status

This project requires a National Environmental Policy Act (NEPA) approval by the Federal Highway Administration (FHWA) and permit authorizations from the Nevada Department of Environmental Protection (NDEP) and the United States Army Corps of Engineers (USACE). RTC is presently working with these state and federal agencies to obtain NEPA approval and permit authorizations prior to the completion of final design. Final environmental approvals and related requirements have not yet been secured. For this reason, project requirements from the NEPA process and permits are not currently known. These requirements, when available, will be incorporated into design plans and specifications. It is possible that the Project scope may need to be modified to address changes required by applicable environmental approvals. Nothing

contained in the RFP or the Pre-Construction Services Agreement, including any description of the Project, is intended to modify, limit, or otherwise constrain the on-going environmental review and permitting for this Project or other projects within or around the Project area or commit the RTC or any other entity to undertake any action with respect to the Project, including any final design and construction of the Project. The RTC currently anticipates receiving a NEPA approval by November 2025 and permit authorizations by February 2027. Proposers must be mindful that these dates could change, and release of this RFP does not obligate agencies to provide a NEPA approval or issue permits for the Project. Failure to obtain NEPA approval or permits may result in delay or cancellation of the RTC's construction of this Project.

The NEPA clearance will be based on 60% design. Any substantive design changes after 60% design could necessitate a NEPA reevaluation to confirm the NEPA clearance is still valid and/or a new NEPA process if design changes have new or increased impacts to sensitive resources that invalidate the NEPA clearance. RTC will maintain coordination with NDOT to determine the environmental approval needs for design changes through final design. No changes will be approved prior to this coordination and confirmation of impact to the NEPA clearance.

Submittal dates and anticipated review times for environmental clearance and required permits are provided below:

Environmental Clearance / Permits	Permitting Agency	Permittee	Status/Notes
Environmental Study (NEPA Clearance)			
Project Documented CE	NDOT and FHWA	RTC	Expect Documented CE November 2025
Permits – Construction Phase (Project)			
Project Section 408 (application & CPs)	USACE/CTWCD	RTC	Responding to CTWCD and USACE comments Expect Permit February 2027
Project Section 404 (NWP 14)	USACE	RTC	Expect Permit February 2027
Project Section 401	USACE/NDEP	RTC	Anticipate Submittal May 2025 Expect Permit February 2027
Encroachment Permit (ROE – floodwall to floodwall)	Nevada Division of State Lands (NDSL)/ City of Reno	RTC	Expect Permit March 2026

Environmental Clearance / Permits	Permitting Agency	Permittee	Status/Notes
General Permit for Stormwater Discharges	NDEP	Construction Manager	Construction Manager must file a Notice of Intent with NDEP's Bureau of Water Pollution Control and develop a SWPPP that complies with NDOT, NDEP, and CWA requirements.
Working in Waterways	NDEP	Construction Manager	Construction manager must file a Notice of Intent with NDEP's Bureau of Water Pollution Control to receive a Working in Waterways Permit prior to operating any earthmoving equipment within the Truckee River.
Groundwater Discharge Permit	NDEP	Construction Manager	Construction manager must obtain a Temporary Discharge to the Waters of the State Permit from NDEP's Bureau of Water Pollution Control for dewatering activities.
Dust Control Permit	WCDHD	Construction Manager	Construction manager to develop and acquire Dust Control Plan Form and fees to Washoe County District Health Department, Air Quality Management Division (WCDHD-AQMD)
Excavation and Encroachment Permit	City of Reno	Construction Manager	Construction manager to submit permit application and fees. Applications are encouraged to be emailed to PWpermits@reno.gov for digital processing. Expect 3 – 5 weeks for processing.
Grading Permit	City of Reno	Construction Manager	Construction manager to obtain grading permit. Application and required attachments to City of Reno Community Development for site where stockpiling/processing is going to occur.
Traffic Control Plans, Truck Haul Route,	City of Reno, RTC	Construction Manager	Construction manager to prepare traffic control plan (TCP) and Truck Haul Route

Design Status and Project Risks

The Project is currently approaching the 60% design stage. The existing 30% plan set, all applicable reports, and other Project-related documentation are available on RTC's website at: <https://rtcwashoe.procureware.com/>.

Some of the currently identified Project risks include the following items

Utility Risks –Potential delay from relocation/adjustment/installation of utilities; including utilities within the bridge, TMWA waterline relocation/connections to properties north of the bridge, and coordination with various utility companies such as Verizon, NV Energy, TMWA, and any others that may wish to add utilities to the project.

Environmental Risks – Potential impacts to address in-river work limited to the July 1 through October 31 period, protection of water quality, bird nesting, noise impacts, floodplain impacts, maintain river access/usage upstream of the bridge (Whitewater Park), and lead time to acquire permits.

Management Risks – pedestrian and vehicle detours during construction, construction noise impacts, material price escalation, labor availability, potential flooding, availability and access to staging areas and project, acquisition of temporary construction easements, timeliness to achieve acceptable GMP, and impacts to adjacent businesses and residents.

Structures Risks – lead time for acquisition of materials, quantity risk for unknown pile lengths, availability of form liner.

Roadway Risks - Achieving temperature requirements for paving, proximity to existing buildings, and associated construction impacts.

The RTC anticipates that additional Project risks will be identified and mitigation recommendations developed through the design process with assistance and input from the Construction Manager as further described in the Scope of Services Summary section below.

PROJECT TEAM AND THIRD-PARTY STAKEHOLDERS

The RTC is performing the design and construction engineering services for the Project which has multiple federal funding sources from FWHA. RTC and NDOT are under a Local Public Agency Agreement (LPA) for the use and reimbursement of federal funds and identification of responsibilities and requirements for adherence with applicable Federal and State regulations and policies. The City of Reno owns and maintains the Sierra Street Bridge. Carson-Truckee Water Conservancy District (CTWCD), as the local sponsor for the USACE has jurisdiction of the Truckee River floodway within the Project Limits per the Martis Creek Lake Agreement. The Truckee River Flood Management Authority (TRFMA) provides technical support to the City of Reno to manage and reduce flood impacts of the Truckee River.

The project will require partnering with other members of the Project Team. Without limitation, the following groups will be part of that coordination:

1. RTC's Project Manager and Management Team
2. RTC's Right-of-Way and Communications Team
3. RTC's Design Service Provider
4. RTC's Construction Engineer Service Provider (CE)
5. RTC's Independent Cost Estimator (ICE)

6. Local residents, property owners, businesses, and tenants
7. The Construction Manager and any subcontractors
8. The City of Reno
9. The Truckee River Flood Management Authority (TRFMA)
10. The Nevada Department of Transportation (NDOT)
11. The Federal Highway Administration (FHWA)
12. The U.S. Army Corps of Engineers (USACE),
13. The Carson-Truckee Water Conservancy District (CTWCD)
14. The Nevada Division of Environmental Protection (NDEP)
15. The Nevada Division of State Lands (NDSL)
16. The U.S. Fish and Wildlife Service (USFS)
17. Utilities, including NV Energy, Verizon, and TMWA

CONSTRUCTION PROJECT GOALS

The construction-phase goals of the Project are to:

1. Minimize impacts on businesses and the traveling public/recreational users during construction
2. Complete the construction work to include replacing the bridge, preserving the hydraulic capacity of the Truckee River, replacing the river access ramp and Cochran Ditch at the southwest corner, and replacing the river access ramp at the southeast corner in as short of a time as possible with no more than two river diversions
3. Maximize quality of the Project by applying innovations and benchmark quality practices in construction materials, means, and methods while maintaining the projects purpose, need, and goals
4. Although still a construction zone, complete work considering the continued use of the River Walk and area by limiting haul routes through downtown and limiting times for noisy or unsightly construction work
5. Provide ongoing access for adjacent businesses and residents throughout construction and ensure open, timely, and accurate communication and effective coordination with the public and other Project stakeholders
6. Help identify appropriate staging areas and provide input on environmental permitting and construction permitting questions as needed
7. Maintain forward compatibility with the City of Reno planning studies for future downtown improvements associated with Wingfield Park and the River Walk (Park Master Plan)
8. Build and maintain a professional and collaborative Project team
9. Record zero environmental compliance findings through implementation of all identified mitigation measures, permit requirements, and implementation of best management practices
10. Reach a fair and reasonable fixed price or Construction GMP for the construction of the Project

PRE-CONSTRUCTION SCHEDULE AND PROJECT WORK DURATION

Services shall commence upon receipt of the Notice to Proceed from the RTC. Table 1 has been established with anticipated dates, timeframes and deadlines to ensure timely Project delivery.

Table 1: Preliminary Schedule

Meeting / Milestone Description	Due Date	Location / Duration
Anticipated RTC Board approval and NTP	12/20/2024	N/A
Project Team Kickoff Workshop	01/13/2025	RTC Offices
Initial Approach to Schedule and Cost Meeting and Field Visit	01/14/2025	RTC Offices
Design/Risk/Innovation Workshop #1	1/15/2025	RTC Office
Anticipated 60% Design Completion	4/25/2025	N/A
60% Quantity Reconciliation	5/12/2025	RTC Offices
60% Opinion of Probable Construction Cost (OPCC #1) Due	5/28/2025	N/A
60% Reconciliation Meeting	6/11/2025	RTC Offices
Design/Risk/Innovation Workshop #2	6/12/2025	RTC Office
Partnering Meeting #1	June 2025	RTC Offices
Subcontracting Plan and Prequalification	6/13/25-11/13/25	TBD
Anticipated 90% Design Completion	10/3/2025	N/A
90% Quantity Reconciliation	10/20/2025	RTC Offices
90% OPCC #2 Due	11/4/2025	N/A
90% Reconciliation Meeting	11/12/2025	RTC Offices
Partnering Meeting #2	November 2025	RTC Offices
Risk Workshop #3	11/17/2025	RTC Offices
Anticipated 100% Design Submittal	3/6/2026	N/A

Meeting / Milestone Description	Due Date	Location / Duration
100% Quantity Reconciliation	3/9/2026	RTC Offices
100% OPCC #3 Due	3/24/2026	RTC Offices
100% Reconciliation Meeting	4/1/26	RTC Offices
NDOT LPA Approval– Construction Funding Authorization	June 2026	N/A
Notification to Subcontractors (Bid Proposal Form)	6/29/26	TBD
Subcontractor Bid Proposal Form Opening	7/17/26	TBD
GMP Bid Due	July 2026	N/A
GMP Negotiations	August 2026	RTC Offices
RTC Board Awards Construction Contract	October 2026	N/A
Construction Begins	2027	N/A

Notes: N/A = not applicable; TBD = to be determined.

Project Work Duration

1. Pre-Construction Work duration: The time period for the pre-construction work described in this Scope of Services is approximately twenty-seven (27) months, with Services beginning within five (5) working days of the Notice to Proceed for pre-construction services. Work duration for construction will be identified in the Construction Contract.
2. Project construction schedule: It is the RTC's intent that the Project Team works collaboratively to develop the Project design in an efficient and prompt manner in order to award a Construction Contract no later than the October 2026 RTC Board Meeting. Given the need to address concerns of a wide variety of stakeholders, it is critical to develop a construction schedule that minimizes impacts to adjacent businesses, the traveling public, and users of the River Walk.

Compensation and Payment

The Construction Manager shall be compensated and paid in accordance with conditions set forth in Section 15 of the Pre-Construction Services Agreement and its associated attachments.

If the Project cannot be delivered within the allocated budget or in a manner satisfactory to the RTC, in its sole discretion, the RTC retains the option, in its sole discretion, to cancel the Project, modify the Project scope, or deliver the Project by other means.

SCOPE OF SERVICES SUMMARY

The Construction Manager shall work with and become part of RTC's project team, which also consists of the RTC Project Manager, the RTC Design Service Provider, the RTC Independent Cost Estimator (ICE), and the RTC Construction Engineering Service Provider(s), and RTC Price Facilitator (if used) to accomplish the following tasks. In addition, the Construction Manager shall work with other key stakeholders and/or third parties identified by the RTC. The actual number of meetings, deliverables, GMP bids, etc., and other specific project details to meet an accelerated schedule are not known at this time. Consequently, the following task descriptions are considered preliminary. The final task scopes will be reflected in the Pre-Construction Services Agreement prior to award and execution.

All Project concepts and innovations developed and adopted during the pre-construction phase shall be implemented during construction and accounted for in the fixed price bid or Construction GMP Bid

TASKS

The tasks listed below are a representative list of tasks that may be requested of the Construction Manager during the Pre-Construction Services. This list is not exhaustive, and tasks may be added or deleted during the negotiations of the Pre-Construction Services Agreement. The Construction Manager's tasks shall include the following:

Task 1.0: Project Team Kickoff Workshop

The Construction Manager shall collaboratively work with the RTC Project Manager to plan, attend, and actively participate as a member of the Project Team in the Project Team kickoff workshop to be led by the RTC. The Project Team kickoff workshop may include discussion of the following activities:

1. Introduction to the Project, the CMAR project delivery method, the partnering process, and the Project stakeholders
2. Presentation of Project elements and the Project scope
 - a. Project status, goals, and constraints
 - b. Project information, including existing plans, specifications, studies, and reports
3. Project schedule and major milestones
 - a. Project Team meetings
 - b. Major Project Milestones
4. Identification of roles and responsibilities for the Project Team
 - a. RTC Project Manager
 - b. Design and Environmental Teams
 - c. Construction Manager
 - d. ICE
 - e. Price Facilitator
 - f. FHWA, USACE, NDOT, City of Reno, CTWCD and TRFMA
5. Process for design input
 - a. Innovation

- b. Alternative design analysis
 - c. Designer's needs
6. Communications protocol and plan
7. Change management process
8. Initial discussions on
 - a. Cost/pricing development
 - b. Project risks identification
9. Questions/Answers
10. Project Field Visit

Assumptions: The meeting is expected to take 4 hours (not including the field visit). The RTC Project Manager will identify the members of the Construction Manager's team that will attend and participate. The RTC Project Manager will also document meeting notes of key items discussed and distribute to the list of invitees.

Deliverable: The Construction Manager shall participate in the workshop.

Task 2.0: Partnering

The Construction Manager shall participate in an ongoing partnering process among all members of the Project Team. The partnering process shall take place during the entire length of this Pre-Construction Services Agreement. A partnering workshop facilitator will be chosen by the RTC and paid for through the CMAR PCSA.

Assumptions: There will be an initial partnering meeting expected to take two (2) hours, quarterly partnering meetings thereafter expected to take one (1) hour each, and other partnering meetings as needed to resolve issues or disputes. RTC will arrange for location and facilities to accommodate meetings.

Deliverable: The Construction Manager shall participate in the meetings and the ongoing partnering process.

Task 3.0: Initial Approach to Schedule and Cost Meeting

The Construction Manager shall attend and actively participate in a meeting with the RTC, Designer, RTC Price Facilitator, and ICE to establish baseline production rate assumptions and various other input standards for formulation of future cost and schedule estimates. The purpose of this meeting will be to establish assumptions for construction means and methods, in addition to establish the plan to communicate changes in scope, quantity, and phasing between the Construction Manager and the ICE in order to establish a consistent foundation for estimation.

Refer to Exhibit 1 for a more detailed description and definition of the information to be included as a part of the open-book cost estimates prepared for this Project.

The Construction Manager shall attend and actively participate in this meeting by:

Participating in an open discussion with the RTC, Designer, and ICE regarding specific costing assumptions, and

Discussing cost/pricing development and process for design input, analysis, evaluation, and resolution of the Construction Manager's input into the design and specification development process.

Assumptions: The initial meeting is expected to take four (4) hours and additional one (1) hour weekly meetings are anticipated to refine approach through GMP. The Project Manager will identify the members that will attend and participate in the meeting.

Deliverable: The Construction Manager shall participate in the meeting and document the description and assumptions for the work elements that communicate the open-book estimating practices for the Project, including production rate assumptions and other input standards for future cost and schedule estimates.

Task 4.0: Project Meetings and Document Review

The Construction Manager shall advise, assist, and provide written documentation relative to the following:

- Plan and specification clarifications

- Schedule analysis, including acceleration opportunities

- Phasing or sequencing

- Constructability and biddability analysis

- Availability of materials

- Cost/benefit analysis

- Maintenance of traffic (including vehicle detours, pedestrian detours, delivery of goods to local business, and local business access plans)

- Staging site access needs

- Third party impact mitigation and avoidance strategies

- Value analysis and innovation

- Risk identification and mitigation

- NEPA commitments

- Permit requirements

The Construction Manager shall attend, participate in, and provide input in the form of written comments at milestone meetings identified in Table 1: Preliminary Schedule that are not covered under other tasks. Construction Manager shall coordinate with the RTC Project Manager in advance of meetings to collaborate on discussion topics, as necessary, to ensure effective and efficient meetings.

Assumptions: Discussions at meetings may include:

- Design Discussion Meetings

 - Focus on specific discipline design elements (pavement, structures, landscaping, aesthetics, etc). Appropriate members of the Construction Manager's and Designer's team shall attend. Specification requirements will focus on specific discipline work effort and clearly define the Project-specific work items and their methods of measurement and payment so that the work items are fully understood by the Project Team. Two (2) design discussion meetings are anticipated, four (4) hours each.

- Design/Risk/Innovation Workshop(s): See Task 5.0 and Task 6.0 for more details.

 - Risk assessment will focus on identifying and documenting project-specific risk, which includes risk definition, probability of occurrence, potential mitigation (including

consideration of environmental commitments and mitigation strategies), magnitude of cost and quantity risk, and evaluation of schedule risk. Risk ownership shall be assigned and risk management resolutions documented.

Design and Innovation will focus on discussing, identifying, and documenting design modifications or innovative ideas that may reduce schedule or decrease cost.

Project Schedule and Cost Meeting(s): See Task 7.0 and Task 8.0 for more details.

Focus on establishing, modifying, and maintaining the production-based cost model so that assumptions, contingencies, risks, and approaches to the estimate are fully understood by the Project Team. Includes documenting revisions to the description and assumptions for the work elements that communicate the open-book estimating practices for the Project, including production rate assumptions and other input standards for future cost and schedule estimates.

The meetings will also focus on developing the construction phase schedule.

Opinion of Probable Construction Cost (OPCC) Review and Reconciliation Meetings: See Task 8.0 for more details.

OPCC meetings focus on establishing, modifying, and maintaining the production-based cost model so that assumptions, contingencies, risks, and approaches to the estimates are fully understood by the Project Team. The meetings will also focus on developing the construction phase schedule. The Construction Manager shall develop OPCC's and participate in corresponding resolution meetings.

The Construction Manager shall be given follow-up assignments and tasks during the meetings, as well as a schedule for performing and completing the assignments and tasks. The Construction Manager shall be responsible for timely responses in formats acceptable to the RTC (e.g., a comment and resolution form, redlined drawings, written reports or memos, and/or electronic track changes) and within the time period directed by the RTC, which, in determining such schedule, will consider a deliverable's size and complexity. The Project Team shall establish these expectations, assignments, and commitments at the Project Team kickoff workshop and shall regularly discuss and update the same items during the Project meetings. Review response period for various document types shall be determined based on meeting the overall project schedule.

Deliverable: The Construction Manager shall actively participate and provide input at each meeting/workshop. The Construction Manager shall follow up on assigned tasks from each meeting/workshop, as appropriate, to maintain project schedule and maintain and share documented revisions to the description and assumptions for the work elements that communicate the open-book estimating practices for the Project, including production rate assumptions and other input standards for future cost and schedule estimates.

Task 5.0: Risk Management

The Construction Manager shall identify, quantify, document, and implement risk avoidance, reduction, and mitigation strategies, as well as monitor and provide written input into a Project risk register. The risk register will be maintained by the RTC. The Construction Manager shall participate in the preparation, modification, and maintenance of the risk register, and the Construction Manager shall continuously communicate its assumptions regarding impacts to risk as the design progresses.

Assumptions: The Construction Manager shall participate in three (3) Design/Risk/Innovation workshops, expected to take eight (8) hours each. The RTC

Project Manager will identify the members that will attend and participate in the workshop.

Deliverable: The Construction Manager shall submit written documentation for the risk register specifying the associated value, savings, and cost of identified risk avoidance, reduction, or mitigation strategies before or during each design milestone meeting, at a minimum.

The Construction Manager shall also submit, at the time of a fixed price bid or Construction GMP Bid, a report that summarizes the decisions for risk avoidance, reduction, or mitigation and the associated value of each decision in terms of cost and savings in direct relationship with its bid. Refer to Task 12.0 herein for further information regarding the fixed price bid or Construction GMP Bid.

Task 6.0: Innovation Management

The Construction Manager shall develop, propose, and track implementation challenges and quantify the benefits of innovations throughout the pre-construction phase, including proposing criteria to evaluate suggestions and to select improvements that will offer the best overall value in terms of cost, schedule, and quality. The Construction Manager shall prepare, modify, and maintain an innovation register, which identifies the person and/or entity that proposed the idea, the value of the idea (in terms of cost, savings, risk reduction/mitigation, or schedule impact/benefit), and the ideas that were incorporated by the Project Team into the final design and construction documents.

Assumptions: The Construction Manager shall participate in three (3) Design/Risk/Innovation workshops, expected to take four (4) hours each. The RTC Project Manager will identify the members that will attend and participate in the workshop.

Deliverable: The Construction Manager shall submit written documentation for the innovation register of all suggested innovations during each design discussion meeting, at a minimum.

The Construction Manager shall also submit, at the time of the fixed price bid or Construction GMP Bid, a report that summarizes both the innovations considered and the innovations implemented. Refer to Task 12.0 herein for further information regarding the fixed price bid or Construction GMP Bid.

Task 7.0: Construction Schedule Development

The Construction Manager shall create and update the construction schedule for the Project. The Project Team will work together to create a baseline construction schedule, which will be updated, at a minimum, at major design milestones designated by the RTC, and then monthly thereafter). The schedule shall include each Project phase and identify key milestones, deliverables, and dependencies, along with durations for design, pre-construction, procurement (inclusive of durations related to execution of the subcontracting plan), construction management, and construction work. The Construction Manager shall also identify roles and responsibilities for each item of work represented in the schedule.

Assumptions: If specific schedule meetings are necessary, the RTC Project Manager will identify members of the Construction Manager's team that will attend and participate in the meetings.

Deliverable: The Construction Manager shall provide a detailed schedule(s) using software platforms agreed upon by the project team, which may be different software platforms for pre-construction than construction schedule, which will be updated, at a minimum, at major design milestones designated by the RTC, and then monthly thereafter). The schedule shall include a narrative report documenting key critical path elements of the schedule and the major assumptions and/or decisions that could impact schedule performance. The Construction Manager shall also include in the report any acceleration opportunities, the cost (or savings) of the opportunities, and prerequisites thereof and the extent of the potential schedule acceleration.

The Construction Manager shall provide a finalized construction schedule with its fixed price bid or Construction GMP Bid, which will be part of the Construction Contract and adhered to by the Construction Manager for the duration of the construction phase.

Task 8.0: Construction Cost Estimate Development

The Construction Manager shall develop and provide open-book, production-based cost estimates for the Project Team's examination so that assumptions, contingency, risk, and approach to the estimates are fully identified, delineated, and understood by the Project Team. Refer to Exhibit 1 for a more detailed description and definitions of the information, at a minimum, to be included as a part of the open-book cost estimates prepared for this Project.

The Construction Manager shall be responsible for verifying the quantities and methods of measurement and payment for all Project work items.

Assumptions: The Construction Manager shall develop any and all cost estimates required for three (3) Opinion of Probably Construction Cost (OPCC) estimates and associated reconciliation meetings. The RTC Project Manager will identify the members of the Construction Manager's, ICE's, RTC Price Facilitator, and Designer's team that will attend and participate in subsequent reconciliation meetings. Construction Manager shall coordinate efforts associated with quantity reconciliation with the Designer.

Deliverable: The Construction Manager shall provide a construction cost estimate for the Project during each design milestone meeting, at a minimum. The construction estimate shall be provided in two separate formats, one that is consistent with the production-based cost model and one that is consistent with the engineer's estimate (formatted in an Excel spreadsheet with bid item descriptions, quantities, and units). The estimate shall reflect and be consistent with the agreed upon method and measurement of payment anticipated for each bid item and in accordance with the requirements established during the Initial Approach to Schedule and Cost Meeting and any subsequent revisions and updates. The Construction Manager shall also provide a narrative report documenting the markups, escalation, overhead, profit, and contingency input used. The report shall document critical assumptions, clarifications, and/or costing decisions that may impact the fluctuations in pricing adherence and a description of all allowances and exclusions.

The RTC will review the submitted estimates and identify items not in agreement among the CMAR, ICE, and RTC. The Construction Manager will be required to attend construction estimate review meetings as necessary to discuss the assumptions and allocations associated with unit prices that are not in agreement. The construction schedule submitted under Task 7.0 shall coincide with the production and phasing assumptions used in the development of the cost estimates.

Task 9.0: Development of Subcontracting Plan

The Construction Manager shall develop its subcontracting plan in accordance with the requirements listed below as well as all applicable NRS requirements, including, without limitation, NRS Chapter 338 and NAC Chapter 338.

Prior to both i) soliciting any qualifications, proposals or bids for subcontracts, and ii) submitting a bid for a Construction Contract for the Project or a portion thereof, the Construction Manager shall submit a subcontracting plan to the RTC for its review and approval that includes a reasonable procedure (with an associated subcontractor proposal form) for conducting the procurement and approval processes applicable to all subcontracts. Such procedures shall include the timing for each step of the qualification and proposal process, with the proposal form, qualification determinations, and selections to be made in accordance with NRS 338.16991 and 338.16995, NAC 338.550 through NAC 338.640, and related regulations. The subcontracting plan shall be subject to the approval of the RTC, in its sole discretion, and shall adhere to the following conditions:

The Construction Manager shall recommend a division of the work to facilitate the bidding and award of trade contracts.

The Construction Manager shall provide for involvement by the RTC in subcontractor solicitation, bidding, and selection as set forth in NRS 338.16995.

The Construction Manager shall recommend which work, if any, should be procured through value-based competitive selection, in lieu of low bid selection. All subcontracts for which the estimated value is at least 1 percent (1%) of the total cost of the public work or \$50,000, whichever is greater, whether the selection is value-based or low bid, shall comply with NRS 338.16991 through NRS 338.16995.

The Construction Manager shall identify work that the Construction Manager proposes to self-perform (which must be no less than thirty percent (30%) of the work, measured on a dollar value basis), and identify how the Construction Manager will ensure that the pricing of self-performed work will be most advantageous to the RTC.

The subcontracting plan shall include provisions for implementing the following requirements:

1. The Construction Manager must determine that at least three (3) subcontractors in each trade or scope of work are qualified to provide the labor, materials and equipment for the Project. This is unless the Construction Manager has received written approval of the RTC to qualify fewer than three (3) subcontractors in a particular trade or scope of work.
2. If the Construction Manager has qualified three (3) or more subcontractors to submit proposals for the Project for a trade or scope of work and has received fewer than three (3) proposals for that trade or scope of work by the time set for the opening of such proposals, the Construction Manager may not open any proposal for that trade or scope of work until it receives written instructions from the RTC on how to proceed. If the RTC directs the Construction Manager to solicit additional proposals for that trade or scope of work, a subcontractor that has submitted a proposal for such trade or scope of work may withdraw its proposal and resubmit at the time set for soliciting additional proposals.
3. The Construction Manager shall time stamp all envelopes containing proposals to provide labor, materials or equipment for the Project upon receipt of each proposal on the form provided by the Construction Manager. Before opening the proposals at the predetermined time, the Construction Manager shall confirm that the subcontractor submitting a given proposal was i) qualified by the Construction Manager, ii) attended the preproposal meeting (if applicable), and iii) timely received by the Construction Manager. The Construction Manager shall not open and shall return all proposals not meeting these three (3) requirements.

4. At the time subcontractor proposals are opened, the Construction Manager shall compile and provide to the RTC or its authorized representative a list that includes, without limitation, the name and contact information of each subcontractor who submits a timely proposal and the price of the proposal submitted by the subcontractor. The list must be made available to the public upon request.
5. Prior to entering into a subcontract, the Construction Manager shall inform the RTC or its authorized representative which subcontractor has been selected and provide the RTC with access to all proposals, bids, and evaluation materials.
6. The Construction Manager shall make available to the public, including, without limitation, each subcontractor who submits a proposal, the final rankings of the subcontractors and shall provide, upon request, an explanation to any subcontractor who is not selected as to the reasons why the subcontractor was not selected.
7. If the Construction Manager receives a written protest from a proposing subcontractor no later than three (3) full business days following the Construction Manager's selection of a subcontractor, the Construction Manager shall not execute a contract for that subcontract package without first providing at least two (2) full business days written notice to all proposers of the Construction Manager's intent to execute a contract for the subcontract package. Construction Manager's protest procedures shall be subject to the prior written approval of the RTC.
8. The Construction Manager shall enter into a subcontract with a subcontractor selected pursuant to the approved subcontracting plan, and the Construction Manager shall not have the right to make any substitution of any such subcontractor except in accordance with the provisions of NRS 338.16995.
9. If, prior to award and execution of a Construction Contract, the RTC objects to the use of a subcontractor for subcontracted work on such Construction Contract and such subcontractor has been properly selected by the Construction Manager in accordance with the requirements of the approved subcontracting plan, the RTC shall issue a written request to the Construction Manager to change the subcontractor and shall pay any actual and direct increase in the Construction Manager's costs, including an adjustment to the fixed price bid or Construction GMP Bid resulting from the change. The increase shall be based solely on, and be limited to, the direct cost differential between the initial subcontract cost of the original subcontractor and the initial subcontract cost of the changed subcontractor and shall exclude any additional mark-up, profit, and overhead by the Construction Manager. Other than providing such compensation, if any, the RTC shall have no further responsibilities, liabilities, or obligations arising out of such objection and change of subcontractors. Replacement of subcontractors after award and execution of the Construction Contract, including, without limitation, in connection with unsatisfactory performance, shall be governed by the terms of the Construction Contract.

Deliverable: The Construction Manager shall provide a draft subcontracting plan no later than 30 calendar days after the Notice to Proceed for pre-construction services is issued. The Construction Manager shall update this plan as of the final design milestone and submit an approved final subcontracting plan prior to its submittal of its fixed price bid or Construction GMP Bid. All documentation necessary to support adherence to the requirements of NRS 338.16991 and NRS 338.16995 and the regulations related thereto shall be included in the subcontracting plan update. If the RTC elects to consider a Construction Contract for only a portion of the Project, the subcontracting plan must be submitted and approved prior to submittal of any fixed price bid or Construction GMP Bid related thereto.

Task 10.0 Development of a DBE Performance Plan

The Construction Manager shall work with RTC's Finance Department to draft and finalize a Disadvantaged Business Enterprise (DBE) performance plan to apply during the Construction Contract and for accomplishment of all construction activities. The DBE performance plan shall address the manner in which the Construction Manager documents its efforts to meet the DBE goals and requirements, as well as address all monitoring and reporting requirements. The DBE performance plan shall be subject to the approval of RTC, in its sole discretion.

Deliverable: The Construction Manager shall provide an approved DBE performance plan that documents the DBE percentage goal and DBE documentation requirements no later than 30 calendar days after the Notice to Proceed for pre-construction services is issued. The Construction Manager is responsible to obtain approval of the DBE performance plan from the RTC. The Construction Manager shall submit the required DBE documentation as per the approved DBE performance plan prior to submittal of its fixed price bid or Construction GMP Bid. If the RTC elects to consider a Construction Contract for a portion of the Project, the DBE performance plan must be submitted and approved prior to submittal of any fixed price bid or Construction GMP Bid related thereto.

Task 11.0: Pre-Construction Work (as applicable)

The pre-construction work, if any, shall be performed at the direction of the RTC, in its sole discretion, and may include, without limitation, design and/or Project-related activities, such as:

Provide necessary documentation and attend meetings for permits and permissions necessary for Construction of the Project;

Other design-related activities, as needed.

All such activities shall be consistent with the requirements of the NEPA process.

Task 12.0: Construction GMP Bid(s) or Fixed Price Bid

At the time the RTC determines that the design for the Project or any portion thereof has been sufficiently finalized to a level sufficient to determine the provable cost of the Project or that portion, and provided that i) the other conditions set forth in the Pre-Construction Services Agreement, have been satisfied, as determined by the RTC, the Construction Manager shall prepare and submit a bid as:

1. A cost of the work, plus a fee, with a guaranteed maximum price (Construction GMP Bid);
or
2. A fixed price.

A GMP is the guarantee that the price of the work will not exceed the prices submitted by the Construction Manager in its Construction GMP Bid. Whether the prices include some or all of the lump sum items, unit-based items, quantity-based items, contingency, or allowances, the individual prices are guaranteed in accordance with the requirements of the construction documents and the Construction Contract.

A fixed price includes all costs related to labor, equipment/materials, overhead, and profit.

Task 12.1 Fixed Price Bid or Construction GMP Bid for a Construction Contract for the Project, or Any Portion Thereof

The fixed price bid or Construction GMP Bid for a Construction Contract for the Project may be for the Project as a whole or the Construction Manager may be asked to prepare a fixed price bid or Construction GMP Bid for construction of a portion of the Project, if the RTC, in its sole discretion, determines significant construction time, money, risk, or potential delay can be reduced by allowing the Construction Manager to start initial work prior to the completion of the overall Project's final design package(s). A Construction Contract for a portion of the Project may also include early procurement of long-lead items that may be in short supply or require longer than desired procurement times from purchase to delivery.

In either instance, the fixed price bid or Construction GMP Bid for a Construction Contract shall be developed and evaluated in accordance with the following process:

The Designer shall produce a set of plans and specifications for performance of the construction work.

The RTC will evaluate the Construction Contract bid documents for compliance with the DBE requirements and goal. This goal shall have already been incorporated into the Construction Contract bid documents, the fixed price bid or Construction GMP Bid, the Construction Manager's DBE performance plan, and the Construction Manager's subcontracting plan. No Construction Contract may be entered into and no fixed price bid or Construction GMP Bid may be submitted by Construction Manager until (i) the determination of any applicable DBE goal has occurred; (ii) the RTC has approved the Construction Manager's subcontracting plan; and (iii) the RTC has approved the Construction Manager's DBE performance plan.

If the DBE goal is greater than 0 percent (0%), the Construction Manager shall be required to submit commitments from DBE participants sufficient to meet the goal and/or execute an affidavit regarding good faith efforts to meet the DBE goal, each as required by the Pre-Construction Services Agreement, in the form appearing in Form GF and Goals and Good Faith Efforts Affidavit attached to the Pre-Construction Services Agreement, and otherwise in substance satisfactory to the RTC, in its sole discretion.

The Construction Manager shall submit, with its fixed price bid or Construction GMP Bid, a subcontracting plan, and a finalized construction schedule that has been approved by the RTC.

Solicitations for subcontractors and the award of subcontracts shall be made pursuant to NRS 338.16991 and 338.16995, regulations adopted by the Nevada State Public Works Division, and the Construction Manager's approved subcontracting plan. Concurrently with its fixed price bid or Construction GMP Bid, the Construction Manager shall provide a list of all subcontractors that it has procured and intends to use.

The Construction Manager will prepare and submit a Construction GMP bid or fixed price bid in accordance with the RTC's bidding requirements under the Pre-Construction Services Agreement. In addition to the scope of work, risk, and quantities, the fixed price bid or Construction GMP Bid shall reflect the pricing as defined in the subcontracts and include all information required by the RTC, including applicable DBE commitments as provided herein. The Construction Manager shall include with its fixed price bid or Construction GMP Bid such other documents and certifications as directed by the RTC. The form of fixed price bid or Construction GMP Bid shall be in such format as the RTC, in its sole discretion, determines and may include quantity-based items, unit-priced based items, lump sum items, contingency, or allowances.

The RTC will have an independent cost estimate prepared. Upon opening the fixed price bid or Construction GMP Bid, the RTC will determine the acceptability of the fixed price bid or Construction GMP Bid, in its sole discretion. In assessing the fixed price bid or

Construction GMP Bid, the RTC may compare the fixed price bid or Construction GMP Bid to some or all of the following: State average costs, similar project costs, the independent cost estimate, and/or the engineer's estimate. The RTC will use such other information that the RTC determines relevant and useful. The RTC is under no obligation to accept the fixed price bid or Construction GMP Bid, even if the bid compares favorably to the foregoing data, averages, and estimates.

RTC personnel reviewing the fixed price bid or Construction GMP Bid and other data, averages, and estimates may include the RTC Project Manager, the Construction Engineering Service Provider, the RTC Price Facilitator, Design Services Provider, the ICE, FHWA and NDOT representatives, and/or any other internal RTC staff and outside advisors deemed necessary or desirable by the RTC Project Manager.

If the fixed price bid or Construction GMP Bid is acceptable, the RTC will prepare a Construction Contract.

If the fixed price bid or Construction GMP Bid is not acceptable, the RTC may enter into a process of risk identification that identifies price, quantity, assumption, and other differences. Following the successful resolution of the risk issues associated with such differences, the RTC, in its sole discretion, may ask the Construction Manager to re-bid the fixed price bid or Construction GMP Bid for the Project. If this re-bid of the fixed price bid or Construction GMP Bid does not result in a fixed price or Construction GMP that is acceptable to the RTC, the RTC reserves the right, in its sole discretion, to terminate the bidding process and undertake such other actions relating to the Project as the RTC determines, including, without limitation, the right to procure the Construction Contract scope of work by some other delivery method. The Construction Manager is not excused from completion of the Services required under this Pre-Construction Services Agreement, if such Services have not been fully performed.

Deliverable: The Construction Manager shall submit the fixed price bid or Construction GMP Bid in accordance with the requirements delineated herein, utilizing the same production-based cost model used in development of the previous OPCCs along with a narrative report documenting the critical assumptions and/or costing decisions that could impact the fluctuations in pricing adherence (on an open-book basis).

Task 13.0: Development of Additional Plans

The Construction Manager shall develop and provide four (4) additional plans based on input from the RTC Project Manager and Design Team. Plans shall be submitted for agency input to obtain concurrence on approach and assist in obtaining permits.

Prepare of Construction Plan shall address proposed construction phasing, staging, and construction equipment storage; use of adjacent public roadways; protection of adjacent properties; dirt/debris mitigation; storm water drainage management; temporary facilities; traffic management; noise and vibration control; work hours, including, number of shifts and weekends; temporary road closures or detours; emergency vehicle provisions; maintenance of access to all properties; construction phasing and traffic control impacts; public and worker safety protections; and maintenance of construction work zones.

Pedestrian Access Management and Safety Plan shall address pedestrian access and maintenance of the Truckee River Walk; recreation use of the whitewater kayak park exit (signage for alternate exit point).

River Diversion and Access Plan shall address approach to installing river diversions necessary for bridge construction and approach for getting construction equipment into the river.

Local Business and Delivery Plan shall address the approach in providing routes for business deliveries and access.

Assumptions: The Construction Manager shall develop these four (4) additional plans that shall be incorporated into the construction specifications once approved. Plans shall provide written narrative with supporting exhibits, as necessary, to clearly identify and describe the key elements of the plan.

Deliverable: The Construction Manager shall provide plans and anticipate one (1) revision based on RTC input and two (2) revisions based on agency input.

Exhibit 1: Open-Book Cost Estimating Requirements

Minimum Requirements

The following are minimum requirements for the Construction Manager when communicating cost via the open-book cost estimating process.

The Construction Manager shall clearly delineate any services to be self-performed and any services to be subcontracted.

- For self-performed work, overhead and profit percentages are to be identified, agreed upon, and applied to the total self-performed cost “below the line.” This is opposed to allocating overhead and profit into individual direct cost items.
- For work to be subcontracted, the subcontractor’s overhead, profit, and indirect costs are to be included within the pricing of that individual direct cost item.

Indirect costs are to be scoped, quantified, and priced as a separate division of cost and are not to be allocated under direct costs, except as stated above for work performed by subcontractors.

Mobilization/demobilization of temporary jobsite offices is to be a detailed item, and the Construction Manager shall include this under indirect costs.

Mobilization/demobilization of construction equipment is to be an individually detailed item for each piece of equipment, all of which are to be included under direct costs.

Overhead and profit are to be applied as follows:

- Overhead is to be priced as a percentage of the total of indirect costs and direct costs.
- Profit is to be identified and divided into two categories:
 - A percentage applied to self-performed work, and
 - A percentage applied to subcontracts.

The percentage applied to subcontracted costs/work is to be relatively low compared to self-performed work.

After all indirect, contingency(ies), escalation, overhead, and profit costs have been estimated and individually identified, each cost is to be allocated into pay items to establish the “all in” unit costs. Indirect costs, overhead, and profit are then to be distributed evenly into each pay item. Contingencies shall be specifically identified and allocated depending on the risks associated with each pay item.

Definitions/Descriptions

The following definitions/descriptions are provided to establish expectations regarding categorization and accounting procedures to be used in the open-book estimating process for the Project.

Direct costs (construction) include:

- Self-performed work based on construction labor (e.g., craft wage rates burdened with fringe benefits only), equipment rental, equipment fuel/maintenance, and purchased materials;
- Mobilization/demobilization of self-performed construction equipment; and
- Subcontracted work, including each subcontractor's direct and indirect costs, overhead, profit, and bond costs.

Indirect costs (construction) include:

- Field supervision based on bare wages plus salary-related expenses for the project manager, superintendent(s), project engineer/project controls, and document control/administration staff;
- Jobsite office facilities, temporary utilities, and jobsite vehicles, including mobilization/demobilization of temporary facilities as separately estimated items;
- General field labor, clean-up requirements, dumpsters, dumping fees, temporary toilets, etc.;
- Temporary construction facilities or work;
- Yard support for construction equipment; and
- Survey, layout, permit, testing, inspection, and insurance costs.

Contingency that is applied to an estimate during the pre-construction phase is based on an assessment of risk at each design phase, and it may be divided into several categories.

- Design development contingency to cover relatively minor changes in details, specifications, quantities, etc. from early design to 100 percent construction documents
- Estimate contingency to cover potential variances from what was estimated for materials and subcontracts compared to what was the actual cost of said materials and subcontracts
- Allowances for known items that cannot specifically be quantified and/or priced until further progress in design
- Construction phase contingency for variations related to crew productivity, schedule impacts, etc. from what was originally estimated

Mobilization/demobilization costs are allocated as follows:

- Mobilization/demobilization of self-performed construction equipment is considered a direct cost.

- Mobilization/demobilization of jobsite office trailers, furniture, equipment, and personnel is considered an indirect cost. This also includes temporary utilities and elements required to begin construction, such as permits.

Home-office overhead is defined as home-office company overhead, including office facilities, management, subsidized insurance programs, paid vacation, etc.

Field-office overhead is defined as items including jobsite office facilities, temporary utilities, and jobsite vehicles, including mobilization/demobilization of temporary facilities as separately estimated items.

Profit is defined as the operating margin or the dollar amount remaining after all direct and overhead costs are paid.

The Construction Management Fee percentage is defined as profit and home office overhead (all auditable costs that are allocated to all projects), but not field office overhead or field office direct expenses.

Escalation shall be dealt with as follows:

- Estimates will be based on wage rates and material costs for the current year at the time of pricing. Cost is added to cover normal expected increases for expenditures beyond the pricing baseline.
- There are various methods for calculating escalation. The most accurate for labor increases is to manpower-load the construction schedule for all labor types and add agreed upon dollar increases for each calendar period in which each apply.

Exclusions are defined as items associated with the Project but provided by others. This may include items provided by:

- The RTC
- Utility companies
- Local agencies
- Work done by adjacent contractors

EXHIBIT B
KEY PERSONNEL



Q&D CONSTRUCTION

est. 1964

RTC 24-08 Exhibit B

Key Personnel

Jeff Bean – Preconstruction Leader/Estimator and Project Executive

Brett Amesbury – Project Director

Kenneth Semenko – Project Scheduler

Fred Hatcher – ABC Approach Engineer

Gracie Damele – Environmental Compliance MGR

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EXHIBIT C
COMPENSATION

EXHIBIT D
PARTNERING PROCESS

EXHIBIT D Partnering Process

For the benefit of the Contractor, the RTC, and, potentially, other members of the Project Team, the formation of a partnering relationship will be established in order to effectively complete the Project. The purpose of this relationship is to maintain cooperative communication and mutually resolve conflicts at the lowest responsible management level. The establishment of the partnering relationship will not change or modify the terms and conditions of this Agreement.

A written invitation to enter into a partnering relationship will be sent after Agreement execution. Respond within fifteen (15) days to accept the invitation and request the initial, and any additional, partnering workshops. After the RTC's Project Manager receives the request, the RTC shall select a partnering facilitator to offer a partnering evaluation survey, schedule the initial partnering workshop, select the initial workshop site and duration, and agree to other workshop administrative details. In addition to the Contractor and the RTC, other members of the Project Team may participate in the partnering sessions and workshops. Additional partnering workshops may, in the RTC's sole discretion, be required throughout the life of this Agreement.

When requested by either the RTC or the Contractor, a partnering trainer will conduct a one (1) day training session in partnering skills development for Project Team representatives before the initial partnering workshop. The Project Team members will cooperatively schedule the training session, obtain a professional trainer, and select a training site. This training session shall be a separate session from the initial partnering workshop and shall be conducted locally.

The Project Team members participating in the partnering process shall establish a partnering team consisting of significant contributors from the Contractor, the RTC, and other consultants and service providers engaged by the RTC who are participating in the partnering process and performing services related to the Project.

In implementing partnering, the Contractor and the RTC's Project Manager shall manage the Project by:

- a. Using early and regular communication with Project Team members.
- b. Establishing and maintaining a relationship of shared trust, equity, and commitment.
- c. Identifying, quantifying, and supporting attainment of mutual goals.
- d. Developing strategies for using risk management concepts.
- e. Implementing timely communication and decision making.
- f. Resolving potential problems at the lowest possible level to avoid negative impacts.
- g. Holding periodic partnering meetings and workshops as appropriate to maintain partnering relationships and benefits throughout the term of this Agreement.
- h. Establishing periodic joint evaluations of the partnering process and attainment of mutual goals.

The RTC encourages the partnering team to exhaust the use of partnering in dispute resolution and the use of the escalation ladder for dispute resolution.

EXHIBIT E
INDEMNIFICATION AND INSURANCE REQUIREMENTS

EXHIBIT E
INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE AGREEMENTS
[NRS 338 DESIGN PROFESSIONAL]
2022-07-08 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT CONTRACTORS 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

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

- A. Negligence, errors, omissions, recklessness or intentional misconduct of CONTRACTOR or CONTRACTOR's agents, employees, officers, directors, subconsultants, or anyone else for whom CONTRACTOR may be legally responsible, which are based upon or arising out of the professional services of CONTRACTOR; 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 CONTRACTOR 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 CONTRACTOR.

CONTRACTOR 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 CONTRACTOR or CONTRACTOR's agents, employees, officers, directors, subconsultants, or anyone else for whom CONTRACTOR may be legally responsible, which are not based upon or arising out of the professional services of CONTRACTOR.

The Damages shall include, but are not limited to, those resulting from personal injury to any person, including bodily injury, sickness, disease or death and injury to real property or personal

property, tangible or intangible, and the loss of use of any of that property, whether or not it is physically injured.

If the Indemnitees are involved in defending actions of CONTRACTOR or anyone else for whom CONTRACTOR is legally responsible, CONTRACTOR 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 CONTRACTOR'S obligation hereunder shall be limited to the proportional share of the liability attributed to CONTRACTOR.

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

In the event of a violation or an infringement under paragraph 2.B above and the use is enjoined, CONTRACTOR, at its sole expense, shall either (1) secure for the Indemnitees the right to continue using the materials by suspension of any injunction or by procuring a license or licenses for the Indemnitees; or (2) modify the materials so that they become non-infringing. This covenant shall survive the termination of 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 CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR, its subconsultants, or their employees, agents, or representatives. The cost of all such insurance shall be borne by CONTRACTOR.

4. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received by RTC before work commences. Upon request, CONTRACTOR agrees that RTC has the right to review CONTRACTOR'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

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

6. SUBCONSULTANTS & SUBCONTRACTORS

CONTRACTOR shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONTRACTOR 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, the City of Reno, FHWA and NDOT, as additional insureds under its commercial general liability policy, subject to the same requirements stated herein, without requiring a written contract or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least **\$1,000,000** per occurrence and at least **\$2,000,000** for any applicable coverage aggregates or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each subconsultant. CONTRACTOR 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 CONTRACTOR and the insurance carrier. RTC reserves the right to require that CONTRACTOR'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 CONTRACTOR fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, RTC shall have the right, but not the obligation, to purchase said insurance at CONTRACTOR's expense.
- C. Any waiver of CONTRACTOR's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of RTC. Failure of RTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RTC to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.
- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to RTC in this contract.
- E. If CONTRACTOR'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$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.

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

If CONTRACTOR, 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.

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

EXHIBIT F
FEDERALLY REQUIRED CLAUSES

EXHIBIT F

1. **PROMPT PAYMENT PROVISION**

Contractor shall pay each subcontractor for satisfactory performance of the subcontractor's contract no later than **10** days from the receipt of each payment the prime contractor receives from the RTC. Contractor agrees further to return retainage payments to each subcontractor within **10** days after the subcontractor's work is satisfactorily completed in accordance with 49 CFR 26.29(b)(2), if applicable. For the purposes of this Subsection, satisfactory completion is defined as the following conditions: (a) Satisfactory completion of the subcontractor's scope of work as described in the contract documents; (b) Receipt of payment for subcontractor's scope of work; (c) Release of claims from subcontractor's laborers, material and equipment suppliers, and lower tier subcontractors; (d) Payment, if applicable, of all union benefits or to employee trust accounts.

2. **NONDISCRIMINATION**

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

A. **Compliance with Regulations.** Contractor 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.** Contractor 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. Contractor 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 Contractor 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 Contractor of Contractor'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.** Contractor 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, Contractor 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 Contractor'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 Contractor under the Contract until Contractor complies, and/or (2) cancellation, termination, or suspension of the Contract, in whole or in part.

Contractor shall include the provisions of this clause in every subcontract. Contractor 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 Contractor becomes involved in or is threatened with litigation with a subconsultant as a result of such direction, Contractor may request RTC to enter into the litigation to protect the interests of RTC.

3. AFFIRMATIVE ACTION IN EMPLOYMENT

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

A. Contractor 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. Contractor 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. Contractor 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 Contractor'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. Contractor 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 Contractor'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. Contractor 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. Contractor 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, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability.

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, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor 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, Contractor 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, Contractor agrees that it will comply with

the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

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

7. INELIGIBLE CONTRACTORS

In the event Contractor 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. Contractor 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 Contractor relating to its performance under the contract until the expiration of three (3) years after final payment under this Contract.

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

B. Contractor 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, Contractor is required to verify that none of Contractor, 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. Contractor 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. Contractor 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.

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

14. REPORTING REQUIREMENTS

Contractor 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 Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to RTC, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

USDOT Standard Title VI/Non-Discrimination Assurances – APPENDIX A

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

1. **Compliance with Regulations:** The Contractor (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 Contractor, 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 Contractor 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 Contractor 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 Contractor of the Contractor'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 Contractor 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 Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor 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 Contractor'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 Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor 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 Contractor 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 Contractor becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

USDOT Standard Title VI/Non-Discrimination Assurances – APPENDIX E

During the performance of this contract, Contractor, 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).

EXHIBIT G
FEDERAL CERTIFICATIONS AND AFFIDAVITS



EXHIBIT G
Form BAC
Buy America Certificate

Compliance with Buy America and Build America, Buy America Requirements

The Construction Manager shall comply with the Federal Highway Administration (FHWA) Buy America requirements in 23 CFR 635.410, which permits FHWA participation in the Contract only if permanently incorporated steel and/or iron materials be domestically produced regardless of the percentage they comprise in a manufactured product or form they take.

Minimal use of foreign steel materials will be permitted provided the cost of said materials does not exceed 1/10 of 1% of the total contract cost or \$2,500.00, whichever is greater. The combined cost of foreign steel and/or iron materials will be the value of the materials as they are delivered to the contract, documented by invoice or bill of sale to the contractor. Submit for review a request to use foreign materials prior to their use. Do not incorporate any foreign steel materials into the project without approval.

To qualify as domestic steel, all manufacturing processes, including manufacture, fabrication, grinding, drilling, welding, finishing, coating, and assembly of product containing steel and/or iron materials, must have been performed in the United States. To further define the coverage, a domestic product is a manufactured steel and/or iron materials construction material that was produced in one of the 50 states, the District of Columbia, Puerto Rico, or in the territories or possessions of the United States. Raw materials used in the steel and/or production may be imported. Raw materials such as iron ore, limestone, waste products, etc. which are used in the manufacturing process to produce steel and/or iron materials products. Waste products include scrap; i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, steel trimmings from mills or product manufacturing, and the like. Extracting, crushing, and handling the raw materials which are customary to prepare them for transporting are exempt from Buy America. The use of foreign steel or iron billets is not acceptable under Buy America.

The Build America, Buy America Act (BABA) of the Infrastructure Investment and Job Act (IIJA) (Pub. L. No. 117-58 §§ 70901-52) expands the requirements of the Buy America Act to include permanently incorporated construction materials on Federal-aid projects.

A "construction material" as defined under BABA shall include any article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as sand, stone, or gravel; or aggregate binding agents or additives - that is or consists primarily of the following:

1. Non-ferrous metals;
2. Plastic and polymer-based products, including but not limited to polyvinylchloride, composite building materials, and polymers used in fiber optic cables;
3. Glass (including optic glass);
4. Lumber; or
5. Drywall

Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be considered as manufactured products rather than construction materials.




All construction materials must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Provide a Certificate of Materials Origin, using NDOT form 020-095, certifying materials comply with the Buy America requirements as specified above. Submit the certification prior to installation of the material. Unless a Certificate of Materials Origin has been provided, the materials will be considered of foreign origin.

Certificate of Compliance

The Construction Manager hereby certifies that it will comply with the requirements of the Infrastructure and Job Act (IIJA) (Pub. L. No. 117-58 §§ 70901-52), 23 U.S.C. 313, and the applicable regulations in 23 CFR 635.410.

Date: September 12, 2024

Signature: 

Construction Manager's Name: Q&D Construction LLC

Title: President Heavy Civil



**Form BC
Certificate of Compliance
Breach of Contract**

The undersigned, as the duly authorized representative of the person or entity on whose behalf this Certificate is offered, certifies that:

The undersigned has not been found liable for breach of contract with respect to a previous project, other than for legitimate cause, during the five (5) years immediately preceding the date of advertisement of this RFP.

Disclosure (if none, indicate "none"; if additional space is needed, add an attachment):

None

Q&D Construction LLC

Company Name

Signature

Jeff Bean - President Heavy/Civil

Name and Title (Please type or print)

September 12, 2024

Date



Form IC
Certificate Regarding Ineligible Contractors

Certification Regarding Debarment, Suspension, and Other
Ineligibility and Voluntary Exclusion From Transactions
Financed In Part By The U.S. Government

I, Jeff Bean President - Heavy/Civil, hereby
(Name of Certifying Officer) (Title of Certifying Officer)

certify that Q&D Construction LLC
(Name of Contractor)

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency or from participation in RTC RFP No. RTC 24-08;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If any Principal Participant is unable to certify to any of the statements in this certification, such prospective Principal Participant shall attach an explanation to this certification.

I hereby certify and affirm the truthfulness and accuracy of the above statement, and I understand that the provisions of 31 United States Code (U.S.C.) §3801 et seq., (Administrative Remedies for False Claims and Statements) are applicable hereto.

Q&D Construction LLC
Name of Contractor
1050 S. 21st Street
Street Address of Contractor
Sparks, NV 89431
City, State, Zip


Signature

775-786-2677
Telephone Number of Contractor

(Note: The above certification merely certifies that a Proposer and its subcontractors are not declared by the Federal Government or have not voluntarily declared themselves debarred, suspended, or declared ineligible from doing transactions with the Federal Government or any of its agencies.)



Form LC
Lobbying Certificate

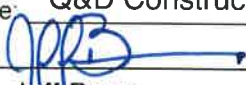
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned**, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of ANY Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with **THIS** Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (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 \$10,000.00 and not more than \$100,000.00 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 of not less than \$10,000.00 and not more than \$100,000.00 for each expenditure or failure.]

The Proposer, Q&D Construction LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: Q&D Construction LLC
 Signature: 
 Print Name: Jeff Bean
 Title: President - Heavy/Civil
 Date: September 12, 2024

NOTE: THE PROPOSER IS REQUIRED PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000.00 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000.00 OR MORE UNDER THIS CONTRACT.



Form NC
Non-Collusion Affidavit

STATE OF Nevada

COUNTY OF Washoe

The undersigned, being first duly sworn, deposes and says that Jeff Bean
is the President - Heavy/Civil of Q&D Construction LLC, the entity making
the foregoing Proposal. (If the Proposal is a Joint Venture, Partnership, etc., please revise this paragraph
to include all signature authorities.)

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership,
company, association, organization or corporation; the Proposal is genuine and not collusive or sham; the
Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham
Proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or
anyone else to put in a sham Proposal or that anyone shall refrain from proposing; the Proposer has not
in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to
fix any element of the Proposal of the Proposer or any other Proposer, or to secure any advantage
against the RTC of anyone interested in the proposed Pre-Construction Services Agreement and
potential Construction Contract; all statements contained in the Proposal are true; and, further, the
Proposer has not, directly or indirectly, submitted its Proposal, or the contents thereof, or divulged
information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership,
company, association, organization, proposal depository or any member or agent thereof to effectuate a
collusive or sham Proposal.


Signature

Jeff Bean
Printed Name

President - Heavy/Civil
Title

Q&D Construction LLC
Company Name

Subscribed and sworn to before me this 12th day of September, 2024.

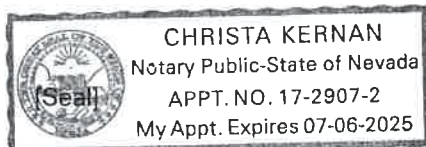
STATE OF Nevada)

) ss.

COUNTY OF Washoe)



Notary Public in and for
said County and State



My commission expires: 7.6.2025

[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal
and so that it is signed on behalf of all general partners or joint venture partners of the Proposer.]



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/20/2024

Agenda Item: 4.3.5

To: Regional Transportation Commission

From: Austin McCoy, Project Manager

SUBJECT: Military Road Capacity and Safety Project Right of Way Acquisition Support Services

RECOMMENDED ACTION

Approve a contract with Atkins North America, Inc., for right of way acquisition support services for the Military Road Capacity and Safety Project, in an amount not-to-exceed \$318,575.

BACKGROUND AND DISCUSSION

This Service Agreement with Atkins North America, Inc. (Atkins) is for right of way acquisition support services for the Military Road Capacity and Safety Project (Project) in the amount of \$318,575. The project will widen Military Road from Lemmon Drive to Lear Boulevard, add a new multi-use path, install signalized intersections, and enhance drainage along the corridor. To complete these improvements, the RTC will partially impact approximately 28 private properties. Atkins will support RTC Staff with the deliver right-of-way services for the affected parcels as outlined in the agreement. These services include, but are not limited to, determining just compensation, preparing acquisition documentation, conducting negotiations, recommending administrative settlements, completing acquisition or condemnation packages, providing right-of-way cost estimates, and submitting monthly status reports.

Atkins North America, Inc., was selected from the Civil Engineering Design and Construction Management Services List as a qualified firm to perform engineering, construction management, and supporting design services and activities. Atkins's scope, schedule, and negotiated budget amount for services is within the appropriated budget.

FISCAL IMPACT

RRIF appropriations for this project are included in the FY 2025 Budget.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

AGREEMENT FOR SERVICES

Right-of-Way Acquisition Support Services for the Military Road Capacity Project

This agreement (“Agreement”) is dated and effective as of _____, 2024, by and between the Regional Transportation Commission of Washoe County, Nevada (“RTC”) and Atkins North America, Inc. (“Contractor”).

1. **Term.** The term of this agreement shall commence on the effective date above and shall end on December 31, 2025.
2. **Scope of Work.** Contractor shall provide the goods and services described in the scope of work attached as Exhibit A
3. **Time for Performance.** The work shall be completed by December 31, 2025, pursuant to the schedule of deliverables attached as Exhibit A at the latest.
4. **Compensation.** RTC shall pay Contractor for the goods and services pursuant to, and in an amount not to exceed, the pricing and fee schedule attached as Exhibit B.
5. **Proceeding with Work.** Contractor shall not proceed with work until both parties have executed this Agreement and RTC has issued a purchase order. If Contractor proceeds with work before those conditions have been satisfied, Contractor shall forfeit any and all right to reimbursement and payment for work performed during that period. In the event Contractor violates this section, Contractor waives any and all claims and damages against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement.
6. **Invoices/Payment.** Contractor shall submit invoices to accountspayable@rtcwashoe.com. RTC’s payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.
7. **Legal/Regulatory Compliance.**
 - a. Contractor shall comply with all applicable federal, state and local government laws, regulations and ordinances. Contractor shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, Contractor shall furnish RTC certificates of compliance with all such laws, orders and regulations.
 - b. Contractor represents and warrants that none of the services to be rendered pursuant to this Agreement constitute the performance of public work, as that term is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent Contractor does engage in such public work, Contractor shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

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

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

10. Termination.

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

11. Rights, Remedies and Disputes

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

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

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

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

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

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

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

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

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

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

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

REGIONAL TRANSPORTATION
COMMISSION OF WASHOE COUNTY

BY: _____
Bill Thomas, AICP, Executive Director

ATKINS NORTH AMERICA, INC.

BY: _____
Brian Janes, P.E.

EXHIBIT A-1

SCOPE OF SERVICES

INTRODUCTION

CONSULTANT will provide engineering services for the Military Road Right of Way Acquisition Support Services Project No. 0512019.

CONSULTANT will provide ROW acquisition support services for and on behalf of the RTC of Washoe County for the parcels in the table below. Such services are anticipated to include:

- Project setup, oversight, administration, and invoicing assistance
- Prepare a delivery schedule and track the status/progress of acquisitions
- Participation in routine monthly ROW status meetings.
- Prepare and transmit status reports of all ROW activities on a monthly or bimonthly cadence
- Prepare all landowner correspondence, project documents and deeds.
 - o Conveyance language shall be approved by the RTC
- Review legal descriptions and exhibits for proposed acquisitions
- Request updated Title Reports as needed throughout the project to reflect updated vesting deeds and final acquisition
- Prepare ‘just compensation’ memorandums for approval
- Act as an agent for the RTC in all negotiations
- Provide justification for settlements above the approved offering price
- Prepare and circulate administrative settlement memos with supporting documentation for RTC approval and signature
- Assist with escrow closing for acquisitions
- Perform acquisitions within the parameters of NDOT policies and the Uniform Act
- Review templates for project documentation: Easement agreements, Legal descriptions and related exhibits, formalized landowner correspondence
- Update and modify ROW cost estimate
- Circulate executed documents for RTC approval and issuance of checks
- Transmit completed acquisition files to Washoe County RTC

ROW acquisition activities will adhere to all applicable regulations and guidelines – the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs Act (Uniform Act), State and local laws, City and County Property Acquisition Procedures and Guidelines (as necessary).

All property rights will be secured for and on behalf of the Washoe County RTC. While CONSULTANT is engaged to acquire the property rights necessary for the project improvements, the RTC will ultimately be responsible for securing possession of said property rights.

CONSULTANT will provide ROW Acquisition services for those parcels identified in the attached. Should the acquisition of additional parcels become necessary for project delivery, a separate task order will be executed to account for the cost/time to acquire said additional parcels. Efforts related to the relocation of Real or Personal Property items are not included in this task order.

Deliverables:

- Just Compensation memorandums
- Completed Acquisition Documents
- Negotiation Services
- Administrative Settlement Memos
- Completed acquisitions or condemnation packages
- ROW Cost Estimates
- Monthly Status Reports

While this scope of work does allow for preparation and delivery of condemnation packages, assistance with condemnation cases once filed with the appropriate agency is not included in this scope of work.

Affected APN Ownership Parcels Table

APN	Ownership
Start Northside of the West Side Military Road	
550-436-31	Sky Vista HOA
550-380-04	North Valleys Development Co LTD
550-570-01	Legacy Pointe HOA
550-570-02	Legacy Pointe HOA
086-421-04	Hackbusch, Keller C & Maria T
086-421-05	Pelter, Richard
550-650-05	DR Horton Inc NNV
550-650-02	DR Horton Inc NNV
550-671-12	Billing Family Trust
550-650-06	DR Horton Inc NNV
550-650-11	Pitts Living Trust, Michael & Arta
550-650-01	DR Horton Inc NNV
086-421-29	Alamillo, Ruben
086-411-01	ERGS, INC
086-411-02	Scott, Trust Larry W.
086-422-01	Chen Family Trust, Eng & Shirley
086-390-32	North Peak Owner NV, LLC
552-261-10	Kong Family Trust

East side of Military Road	
568-033-03	Sreit 10991 Lear, LLC
568-032-01	Sreit 10990 Lear, LLC
080-811-27	Stonefield II HOA
080-812-01	Stonefield II HOA
080-771-13	Stonefield HOA
080-831-01	Stonefield HOA
552-540-02 & 03 & 05	DR Horton Inc NNV
552-551-01	DR Horton Inc NNV
552-554-08	DHIR Reno I, LLC
552-540-01	DR Horton Inc NNV

Notes and Assumptions:

1. Assumes negotiations with 19 individual landowners
2. Assumes 28 impacted properties (City of Reno-4 parcels are not included in this scope of services).
 - a. City of Reno parcels will be addressed through an RTC and City of Reno inter-agency agreement and not require support from CONSULTANT.
3. Appraisal / Appraisal Review services are not contemplated in the scope of services and the cost for such services is not included in fee estimate
4. Delivery of title work is not contemplated in the scope of services and is not included in fee estimate
5. Title work and legal descriptions will be procured and provided by others
6. Waiver valuations can be implemented for non-complex valuation problems (TCE's where applicable). However, the cost for such an effort is not included in the above fee estimate.
7. ROW Plans and Legal Descriptions will be prepared and provided by others
8. The areas of impact and the property interests to be acquired will be delineated and established by others
9. Fee does not include the cost of relocation services
10. Fee does not include the cost of condemnation support services

EXHIBIT B-1
MILITARY ROAD RIGHT OF WAY ACQUISITION SUPPORT SERVICES
HOURLY RATE FEE SCHEDULE

RIGHT OF WAY PERSONNEL

Sr. Project Director	\$270.00/hr.
ROW Task Lead	\$210.00/hr.
Sr. Agent III/Project Manager	\$180.00/hr.
Sr. Agent I	\$155.00/hr.
QA/QC Reviewer	\$155.00/hr.
ROW Agent	\$135.00/hr.
ROW Tech.	\$110.00/hr.
Administrative Support	\$90.00/hr.

EXPENSES

Travel and associated expenses	As incurred
Direct expenses (e.g. title reports)	As incurred
Mileage	GSA rate

NOTES:

1. Rates valid through 2025 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 - Military Road Right of Way Acquisition Support Services

Task No.	Item No.	Task	Summary			
			Hours	Labor	Expenses	Total Price
1	1	Right of Way Acquisition Support Services	2,056	\$307,575	\$11,000	\$318,575
		ROW Acquisition and Negotiation Services	1,429	\$200,810	\$11,000	\$211,810
		ROW Management and Oversight	357	\$65,640	\$0	\$65,640
		Closing / Escrow Coordination	80	\$11,900	\$0	\$11,900
		QA/QC	190	\$29,225	\$0	\$29,225
		Totals	2,056	\$307,575	\$11,000	\$318,575

Exhibit B-3 Fee Summary Detail - Military Road Right of Way Acquisition Support Services

Task No.	Item No.	Task	Management and Design Personnel								Summary			
			Sr. Project Director	ROW Task Lead	Sr. Agent III / Project Manager	Sr. Agent I	ROW Agent	ROW Tech.	QA/QC Reviewer	Administrative Support	Atkins Hours	Atkins Labor	Atkins Expense	Total Price
		Staff	Brian Janes	Jeff Hanna	Hugh Hadsock	Roy Luciani Sara Kooshtesh	Blake Walshaw April Robledo	Grace Morales	DeAnn Franklin	Erica Moore				
		Bill Rates 2024-2025	\$270.00	\$210.00	\$180.00	\$155.00	\$135.00	\$110.00	\$155.00	\$90.00				
1	1	Right of Way Acquisition Support Services	2	60	410	490	795	165	110	24	2056	\$307,575	\$11,000	\$318,575.00
		ROW Acquisition and Negotiation Services			60	470	750	125		24	1429	\$200,810	\$11,000	\$211,810.00
		ROW Management and Oversight	2	40	315						357	\$65,640		\$65,640.00
		Closing / Escrow Coordination		10	10	20	20	20			80	\$11,900		\$11,900.00
		QA/QC		10	25		25	20	110		190	\$29,225		\$29,225.00
		Total Hours	2	60	410	490	795	165	110	24				
		Total Cost	\$540	\$12,600	\$73,800	\$75,950	\$107,325	\$18,150	\$17,050	\$2,160	2,056	\$307,575	\$11,000	\$318,575

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, 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 Sub. The CONSULTANT need not require its non-design subcontractors to carry Professional Errors and Omissions Liability insurance.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

- A. Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at RTC's option.
- B. If CONSULTANT fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, RTC shall have the right, but not the obligation, to purchase said insurance at CONSULTANT's expense.
- C. Any waiver of CONSULTANT's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of RTC. Failure of RTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RTC to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, and such coverage and limits shall not be deemed as a limitation on CONSULTANT's liability under the indemnities granted to RTC in this contract.

- E. If CONSULTANT'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/20/2024

Agenda Item: 4.3.6

To: Regional Transportation Commission

From: Garrett Rodgers, Project Manager

**SUBJECT: Sparks Boulevard Capacity Improvement Project – RTC/
City of Sparks Interlocal Agreement**

RECOMMENDED ACTION

Approve a Reimbursement Agreement with the City of Sparks for betterment improvements on the Sparks Boulevard Capacity Improvement Project, in the amount of \$1,299,709.

BACKGROUND AND DISCUSSION

The RTC’s Sparks Boulevard Improvement Project – North Phase, from the Interstate 80 westbound ramp to Shadow Lane, will expand the roadway from two lanes to three lanes in each direction. This project also includes pedestrian and multimodal enhancements, as well as the installation of noise barriers and soundwalls in selected areas. The planned improvements will impact the North Truckee Drain watershed and the City of Sparks’ effluent line within the project corridor. Construction for the Sparks Boulevard Improvement Project is expected to begin in 2025.

The RTC is collaborating with the City of Sparks to include the City’s requested betterments in the Sparks Boulevard Improvement Project – North Phase. These betterments will be incorporated into the project plans, specifications, and details, and constructed as part of the overall project. They include upgrades to the reclaimed water line, removal of an abandoned pump station and associated utilities, enhancements to the pedestrian multi-use path to improve maintenance access, construction of a 42-inch storm drain system, and other improvements identified in the City’s Capital Improvement Plan.

The attached Interlocal Agreement specifies that the City will reimburse the RTC for the actual costs of these betterments. These improvements, which fall outside the standard scope of the RTC’s roadway project, are being included to provide benefits to the City and public. Addressing these enhancements as part of the current project will reduce overall costs and minimize future traffic disruptions compared to completing them as standalone projects later. Additionally, the RTC will work with the City to ensure the existing reclaimed water line remains intact and functional after the project improvements are completed.

This item supports the FY2025 RTC Goal, "Begin Project Construction: Sparks Boulevard Capacity Improvement".

FISCAL IMPACT

Fuel Tax appropriations for the reimbursable cost identified in the Interlocal Cooperative Agreement will be included in future fiscal year Engineering budgets.

PREVIOUS BOARD ACTION

1/19/2024 Approved an Interlocal Cooperative Agreement (ICA) with the City of Sparks for wetland monitoring related to the Sparks Boulevard Improvement Project, in the amount of \$200,000.

**INTERLOCAL AGREEMENT
SPARKS BOULVEARD IMPROVEMENT PROJECT – NORTH PHASE
BETTERMENTS**

This Agreement is dated and effective as of November 20, 2024, by and between the Regional Transportation Commission of Washoe County (“RTC”) and the City of Sparks, Nevada (the “City”).

WITNESSETH:

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with Chapter 277 of NRS; and

WHEREAS, RTC is delivering the Sparks Boulevard Improvement Project – North Phase (the “Project”) as part of its Regional Street and Highway Program, and expects to begin construction of the Project in fiscal year 2025; and

WHEREAS, RTC is funding the Project with a combination of federal formula funds administered by the Federal Highway Administration (“FHWA”) and local funding sources; and

WHEREAS, the City desires to construct specific improvements as described in Exhibit A (the “Betterments”); and

WHEREAS, the RTC is willing to incorporate the Betterments into the Project drawings, details, and specifications and subsequently construct the Betterments as part of the Project; and

WHEREAS, the City will reimburse the RTC for the actual costs of the Betterments as provided in this Agreement; and

WHEREAS, the Project will result in certain segments of an existing reclaimed water line being relocated below the roadway, retaining wall, and/or barrier rail as part of the Project which will make repairs to the water line more difficult and costly to repair in the event repairs are needed following completion of the Project; and

WHEREAS, to offset the potential for increased repair costs, RTC will share in a proportion of those repair costs in the event repairs are needed within a period of five years following final acceptance of the Project.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, it is hereby agreed by and between the parties hereto as follows:

ARTICLE I - RTC AGREES:

1. To provide drawings, details, specifications, and construction, including but not limited to, inspection, quality assurance testing, administration, and project management of the Betterments. Drawings, details, and specifications shall be subject to review and approval by the City.

2. To prepare solicitation documents for the Project that include the Betterments and, following receipt of bids, award a construction contract in accordance with Chapter 338 of Nevada Revised Statutes.

3. To provide the City, upon determination of the apparent low bidder, the total cost of the Betterments outlined in Exhibit A. The total cost submitted by the low bidder shall not be exceeded unless the City agrees that the actual quantity of the Betterments exceeds the estimated quantity of the Betterments, or the parties mutually agree to an additional sum.

4. To allow the City or its authorized agents to review and approve contract change orders associated with the construction of the Betterments.

5. To execute change orders associated with the Betterments upon written approval from the City or its authorized agents.

6. To invoice the City at the completion of the Project, for the actual costs associated with the Betterments, not to exceed that portion of the awarded bid amount that relates to the Betterments unless otherwise agreed to by the Parties.

7. To require its Contractor to protect in place the City's existing reclaimed water line within the Project limits. To require its Contractor to verify location and depth of the reclaimed water line during performance of work, protect the reclaimed waterline in place for the Project duration, and correct any issues with the reclaimed water line within the Project limits that arise within one year following final acceptance of the Project that would be attributable to work performed as part of the Project.

8. To partner with the City to split costs (50%-50%) for any repairs to the reclaimed water line segments that are located below the roadway, retaining wall, and/or barrier rail after completion of the Project, in the event repairs are needed within a period of five years following final acceptance of the Project.

ARTICLE II - CITY AGREES:

1. To provide an initial description of the Betterments for RTC to use in estimating the costs of the Betterments and the costs for incorporation of the Betterments into the drawings, details, and specifications prepared by the RTC and its agents.

2. To direct all questions or requests pertaining to the Betterments to the RTC Project Manager and designate a City representative to respond to issues or questions relating to the Betterments.

3. To perform timely review and provide RTC Project Manager with prompt input relating to the approval, modification, or disapproval of contract change orders related to the Betterments and to reimburse the RTC for costs that result from the approved contract change orders. For purposes of this Agreement, actual costs include, but are not limited to, additional engineering, change orders, and compensable delays caused by the conditions related to such changes.

5. To reimburse the RTC for actual costs associated with the Betterments not to exceed that portion of the awarded bid amount that relates to the Betterments unless otherwise agreed to by the Parties. The reimbursable costs include, but are not limited to, those costs reasonably incurred during construction as described in Exhibit A attached. City will remit payment within thirty (30) calendar days following the receipt of an invoice from the RTC and, if not timely paid, to pay interest as provided in NRS 99.040.

6. To perform an inspection and establish a baseline condition of the reclaimed water line within the Project limits prior to the start of work on the Project and provide a summary of the reclaimed water line inspection and condition to the RTC.

7. To perform an inspection of the reclaimed water line to establish condition post-construction and provide a summary of the post-construction condition to the RTC.

8. To notify the RTC as soon as practicable of any planned repairs to the reclaimed water line after completion of the Project if City will request RTC to share in a proportion of the cost.

ARTICLE III - IT IS MUTUALLY AGREED:

1. Each party will cooperate with the other party and their agents in carrying out their respective responsibilities under this Agreement.

2. Each party will assist the other party in communicating with the public regarding the provisions of this Agreement.

3. Subject to and without waiving the liability limitations in NRS Chapter 41, each party agrees to indemnify, defend and hold harmless the other party to the extent provided by law from and against any liability including, but not limited to, property damage, personal injury or death, proximately caused by the negligent or intentional acts or omissions of its officers, agents and employees arising out of the performance of this Agreement.

4. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

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

6. This Agreement constitutes the entire understanding between the parties and shall not be modified unless in writing and signed by the parties.

7. It is not intended and this Agreement shall not be construed to provide any person or entity not a party to this Agreement, with any benefits or cause of action or to obligate the parties to this Agreement to any entity or person not a party to this Agreement.

8. In the event either party initiates litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives.

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY**

BY: _____
Bill Thomas, ACIP, Executive Director

CITY COUNCIL OF SPARKS, NEVADA

By: _____
Ed Lawson, Mayor

ATTEST:

APPROVED AS TO FORM AND CONTENT:

BY: _____
City Clerk

BY: _____
Deputy City Attorney

Exhibit A

Betterments

Description of Betterments:

Update manhole air release valves to current standards, remove and abandon pumping facility and associated utilities, add fiber reinforcement and thicker PCC structural section for shared use path, reinforce headwall and line RCB at Baring Boulevard, construct 42-inch storm drain line at Baring Boulevard, and perform point repairs to existing storm drain infrastructure.

BETTERMENT NO.	ITEM NO.	DESCRIPTION	APPROX. QTY	U.O.M.	UNIT PRICE	TOTAL PRICE
1	300Y	Remove Abandoned Pump Station and Associated Utilities	1	LS	\$10,000.00	\$10,000.00
2	306G	Install Type IV Manhole	1	EA	\$16,250.00	\$16,250.00
	306H	Install Type V Manhole	4	EA	\$16,250.00	\$65,000.00
	306S	Install 42" CL III RCP SDP	710	LF	\$395.00	\$280,450.00
3	323P	Install New ARV	9	EA	\$7,500.00	\$67,500.00
4	312I	Construct PCC Multi-Use Path	109,692.	SF	\$4.67*	\$512,261
5	315E	Construct Modified Headwall (North of Baring Blvd.)	1	EA	\$38,400.00	\$38,400.00
6	315F	Construct RCB Inlet/Outlet Lining	849	SY	\$252.00	\$213,948.00
7	306AI	Storm Drain Point Repairs	10	EA	\$9,590.00	\$95,900.00
TOTAL ESTIMATED IMPROVEMENT COST =						\$1,299,709

Clarification of Betterment No. 1:

Item No. 300Y: City requested existing abandoned irrigation pump station facilities and all appurtenances on the corner of Springland Drive and Sparks Boulevard be removed and disposed. Roadway design does not impact these facilities. This work is identified on Plan Sheet REM-8 along alignment SPKS-SB Sta 381+40 20-FT RT as callout “Remove Abandoned Pump Station.” Betterment cost is based on bid item price.

Clarification of Betterment No. 2:

Items 306G/306H/306S: City requested installation of 42-inch storm drain system in the south bound lanes on Sparks Blvd that is located south of Baring Blvd, shown on Sheet D-10 planview. Drainage Profile Sheet 11 (DP-11) shows the elevation of the proposed storm drain improvements. Betterment cost is based on unit bid item price for one (1) Type IV Manhole, four (4) Type V Manholes, and 710 feet of 42-inch storm drain pipe.

Clarification of Betterment No. 3:

Item 323P: City requested an additional nine (9) existing effluent air release valves located in manholes, that are not required to be relocated by the roadway construction, be updated to the current air release valve standard. Betterment cost is based on unit bid item price for nine (9) manholes.

Clarification of Betterment No. 4:

Item 312I: Project designed multi-use path structural section as 4-inches PCC on 4-inches Aggregate Base. City requested structural section be increased to 6-inches PCC on 6-inches Aggregate Base. City also requested to include structural fiber reinforcement in the multi-use path concrete mix design. Betterment cost is based on a two third (2/3) RTC and one third (1/3) City of Sparks split of the unit cost bid for Item No. 312I Construct PCC Multi-Use Path to construct the entire length of the PCC Multi-Use Path. This one third (1/3) unit cost will be the reimbursable unit cost. This reimbursable unit cost will be applied to the total quantity of PCC Multi-Use Path constructed in the project.

Clarification of Betterment No. 5:

Item No. 315E: City requested to improve maintenance access at the existing box culvert north of Baring Boulevard. The box culvert headwall will be modified to accommodate this request. Betterment cost is based on half (50%) of the total cost bid for this item. This improvement is depicted on Roadway Plan Sheet R-10 at “SPKS-SB” Sta 411+68 LT 40-ft as note “RCBC Headwall w/6’ Fencing and 12’ Gate”.

Clarification of Betterment No. 6:

Item No. 315F: City requested to line the inlet and outlet of all box culverts. Betterment cost is based on the total bid price for this item of work.

Clarification of Betterment No. 7:

Item No. 306AI: City performed an evaluation of existing storm drain infrastructure within the project limits and identified locations that have offset joints, broken pipe, and/or in general need of repair. Betterment cost is based on Bid Item 306AI.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/20/2024

Agenda Item: 4.3.7

To: Regional Transportation Commission

From: Bryan Byrne, Project Manager

SUBJECT: La Posada Drive to Tahoe Reno Industrial Center Roadway Alignment and Feasibility Study PSA

RECOMMENDED ACTION

Approve a contract with Wood Rodgers, Inc., to perform a feasibility study, conceptual alternatives analysis, and environmental studies for the La Posada Drive to Tahoe Reno Industrial Center Roadway Alignment and Feasibility Study, in an amount not-to-exceed \$1,418,537.

BACKGROUND AND DISCUSSION

The Tahoe Reno Industrial Center (TRIC) is an extensive industrial development located approximately 14 miles east of Sparks, NV on State Route (SR) 439 (USA Parkway). USA Parkway can be accessed from two existing routes: (1) Interstate 80 (I-80) from the north, and (2) US 50 from the south. With residential development prohibited within TRIC, the TRIC workforce commutes from surrounding cities and counties. Approximately 80% of TRIC commuters originate from the Reno/Sparks area and make their commute via I-80. TRIC has continued to see substantial growth which has generated a significant increase in safety and congestion concerns along the I-80 corridor. The La Posada Drive and TRIC Connection is a potential new alignment that would establish an alternate route, provide additional connectivity, and potentially alleviate congestion on I-80 between the Reno/Sparks area and TRIC. The La Posada Drive to TRIC Connection Project is included in the 2050 Regional Transportation Plan in the 2031-2050 time-frame.

This Professional Services Agreement (PSA) with Wood Rodgers, Inc., (Wood Rodgers) is to perform an alignment and feasibility study for the La Posada Drive to TRIC Connection (Study) in the amount \$1,418,537. This cost includes \$211,040 in optional design services and \$50,000 in design contingency. The Study will include evaluating potential alignments, coordinating with key stakeholders including the Bureau of Land Management (BLM), developing preliminary costs, evaluating potential risks and impacts, and understanding feasibility. This 3-Step Feasibility Study process is intended to provide an initial screening of roadway termini, determine potential traffic demand, evaluate initial alignments, conduct a sketch-level traffic and revenue study, identify costs, and inform future steps. This Feasibility Study will be conducted at a planning level and is currently pre-NEPA. The final deliverable is a planning level transportation Feasibility Study Report.

The scope of services is expected to be completed within a 12-month schedule.

This item supports the FY2025 RTC Goal, "Prepare the BLM Permit Application for the La Posada Connection".

FISCAL IMPACT

Fuel tax appropriations for this item are included in the FY2025 budget.

PREVIOUS BOARD ACTION

6/21/2024 Discussed transportation issues and needs in relation to the Tahoe-Reno Industrial Center as requested by Chair Lawson and provide input and direction to the Executive Director.

**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 Wood Rodgers, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform an alignment and feasibility study in connection with the La Posada – TRIC Connection Alignment and Feasibility Study; and

WHEREAS, CONSULTANT submitted a proposal for RTC 25-04 La Posada – TRIC Connection Alignment and Feasibility Study 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, 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 the Proposal. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

drawings, technical specifications, or other data by RTC, CONSULTANT shall have the responsibility of supplying all items and details required for the deliverables required hereunder.

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

- 3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.
- 3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC's Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Design Services	\$1,157,497
Optional Design Services	\$211,040
<u>Design Contingency</u>	<u>\$50,000</u>

Total Not-to-Exceed Amount \$1,418,537

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

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Bryan Byrne, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
BByrne@rtcwashoe.com
(775) 335-1865

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

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

It is understood and agreed that all times stated and referred to herein are of the essence. The period for performance may be extended by RTC's Executive Director pursuant to the process specified herein. No extension of time shall be valid unless reduced to writing and signed by RTC's Executive Director.

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

it be construed as giving any rights or benefits hereunder to anyone other than RTC and CONSULTANT.

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

CONSULTANT does engage in such public work, CONSULTANT shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

Wood Rodgers, Inc.

By: _____
Bryan Gant, P.E., Principal Engineer

Exhibit A

Scope of Services

EXHIBIT A

SCOPE OF SERVICES FOR THE LA POSADA-TRIC CONNECTION ALIGNMENT AND FEASIBILITY STUDY

**(Washoe and Storey Counties, Nevada)
RTC Project Number 8131041**

BACKGROUND

The Tahoe Reno Industrial Center (TRIC) is an extensive industrial development located approximately 13 miles east of Sparks, Nevada on State Route (SR) 439 (USA Parkway). USA Parkway can be accessed from two existing routes (1) Interstate 80 (I-80) from the north and (2) US 50 from the south. With residential development prohibited within TRIC, the TRIC workforce commutes from surrounding cities and counties. Approximately 80% of TRIC commuters originate from the Reno/Sparks area and make their commute via I-80. Additionally, approximately 80% of this traffic originates north of I-80 in the Truckee Meadows. TRIC has continued to see substantial growth which has generated a significant increase in safety and congestion concerns along the I-80 corridor. The La Posada and TRIC Connection is a potential new alignment that would establish an alternate route, provide additional connectivity, and potentially alleviate congestion while improving reliability on I-80 between the Reno/Sparks area and TRIC. The La Posada to TRIC Connection Project is included in the 2050 Regional Transportation Plan in the 2031-2050 timeframe.

The purpose of this study is to perform an alignment and feasibility study for the La Posada to TRIC Connection (Study). The Study will include evaluating potential alignments, coordinating with key stakeholders, developing preliminary costs, evaluating potential risks and impacts, and understanding feasibility. This scope of services may be expanded to include future project development phases such as PEL/NEPA, design, and other project services; however, these services are not included at this time.

This Feasibility Study consists of three major phases of work: 1) Step 1 Alignment Evaluation and Traffic, 2) Step 2 Alignment Evaluation and Toll Revenue, and 3) Step 3 Alignment Refinement, Cost and Performance. This 3-Step Feasibility Study process is intended to provide an initial screening of roadway termini, determine potential traffic demand, evaluate initial alignments, conduct a sketch-level traffic and revenue study, identify costs, and inform future steps. This Feasibility Study will be conducted at a planning level and is currently pre-NEPA. The final deliverable is a planning level transportation Feasibility Study Report.

The Study will be conducted in collaboration with local jurisdictions (City of Sparks (CoS), Washoe County (WC), and Storey County (SC)) and the Nevada Department of Transportation (NDOT), as well as the public and other stakeholders.

Project Design Criteria: The CONSULTANT shall follow appropriate NDOT standards and federal, state and locally adopted and accepted criteria for the Study except as otherwise expressly set forth herein. Applicable standards for this Study are contained in the most recent version of the following documents at the time of notice to proceed:

- NDOT Standard Plans for Road and Bridge Construction
- NDOT Standard Specifications for Road and Bridge Construction
- NDOT Drainage Manual
- NDOT Storm Water Quality Manuals
- AASHTO A Policy on Geometric Design of Highways and Streets
- AASHTO Roadside Design Guide
- NDOT Structures Manual
- NDOT Right of Way Manual
- AASHTO LRFD Bridge Design Specifications
- AASHTO Guide Specifications for LRFD Seismic Bridge Design
- NDOT Access Management Policy
- HCM (Green Book), 7th ed. or as applicable
 - Context Classifications
- NCHRP 1022
- NDOT Speed Management Action Plan
- NDOT Traffic Forecasting Guidelines
- RTC Public Participation Plan

Design elements must comply with the standards listed above. Continuous coordination will be required of CONSULTANT to advance the phases of the Study, coordinate agency actions, and to collaborate on public engagement activities.

The scope is anticipated to include the following tasks.

1. STEP 1 CORRIDOR EVALUATION AND TRAFFIC

1.1 Project Management and Administration

The CONSULTANT Project Manager shall be the main point of contact on the Study and shall coordinate all aspects of the Study, including identifying task leads for each major task or discipline. The CONSULTANT Project Manager shall coordinate Project development activities with the RTC Project Manager, other agency representatives (CoS, NDOT, WC, SC, etc.), property owners, local and state permitting agencies, utility providers, and other stakeholders within the project area as directed.

Coordination with RTC Project Manager and staff will be ongoing, as well as with subconsultants and vendors, as necessary. Project management and coordination meetings or video conference calls will be held with the RTC and other parties as appropriate throughout the project on a bi-weekly basis, or as Study deadlines require, including an in-person kick-off meeting at the outset. The CONSULTANT will prepare monthly progress reports, budget monitoring, invoices, and billing. The CONSULTANT shall work with the RTC to document changes, actual or anticipated, to the scope, schedule, and budget.

The CONSULTANT is responsible for the accuracy and completeness of the plans, reports, and related materials prepared under this contract and, as such, shall check materials released from the CONSULTANT office accordingly. The CONSULTANT will maintain

a project-specific MS OneDrive folder for the purpose of storing and transferring Study files. The site will include, but not be limited to, all Study documentation and deliverables. The RTC Project Manager and task leads will have access to the files and may request access rights for other agency representatives, agents, employees, and officials involved with the Study.

Deliverables – Invoicing and progress reports. Study schedule and updates as necessary. Kick-off meeting, regular progress and coordination meetings, agendas, meeting minutes, documentation and follow-up on action items. QA/QC documentation.

1.2 Agency and Stakeholder Coordination

CONSULTANT will coordinate with local agencies, utility companies, and other stakeholders as necessary to advance the Study. CONSULTANT assumes coordination may be needed with NDOT, CoS, WC, SC, Truckee Meadows Regional Planning (TMRPA), BLM and utility companies. The CONSULTANT Project Manager and relevant technical staff will be available for one-on-one meetings as needed (assume 12 meetings).

To support agency coordination, the CONSULTANT, in conjunction with the RTC, will establish a Technical Advisory Committee (TAC) consisting of transportation and related technical representatives from stakeholder agencies. The TAC will meet regularly throughout the Study to coordinate Study development, share technical information, and make recommendations for Study decisions. Up to three (3) TAC meetings are anticipated for the Step 1 Corridor Evaluation and Traffic phase.

CONSULTANT will contact, coordinate, and convene an initial tribal coordination meeting. The intent is to establish tribal communication prior to any formal consultation to understand key concerns, locations of spiritual concern, and other potential avoidance areas to be included in initial constraints mapping.

Deliverables – Technical information to support Study development, meeting materials, and meeting notes.

1.3 Data Collection, Field Review and Base Mapping

The CONSULTANT will collect relevant Study data. This data consists of the following, with more detail included in relevant subtasks:

- Available project as-builts from relevant and available projects (e.g. USA Parkway)
- GIS parcel lines, right-of-way verification documentation and CAD files if available
- Geotechnical and drainage studies and reports from previous contracts in the study corridor
- Traffic data including NDOT counts, counts from other studies, Replica and INRIX data. Detailed field traffic counts are not anticipated at this time.
- Utility location and/or as-built information with coordination from RTC
- Land use, future planned development and socioeconomic data (TMRPA, CoS, WC, and SC)

- Environmental resource data (BLM, NDOW, USFWS, NDNH, and other environmental resource agencies). Specific resources are anticipated to include:
 - Sensitive Biological, Wildlife Corridors
 - Wetland Areas, Seeps/Springs, Riparian Areas, WOTUS, Waters of the State
 - Floodplains
 - Prime Farmland, Land Use
 - Visual, Scenic Roads
 - Archeological, Historic Architecture
 - Section 4(f)/6(f)
 - Title VI / EJ
 - Utilities, HazMat
 - Noise/Air Quality
 - BLM Resources
- Available USGS Lidar data
- Other GIS data, as requested and/or detailed in relevant subtasks
- Other available relevant data/documents that RTC deems necessary for the CONSULTANT to perform the work

The CONSULTANT will document data ownership, sources and versions in an ongoing data collection matrix to document the data collection effort.

The CONSULTANT will conduct a one-day field review meeting with Study technical leads and pertinent RTC, local agency and stakeholder representatives. This task will include a drive through of the corridor where accessible. Maps and other materials will be prepared in advance to help guide the field review tour. In-person meetings may be set up with key stakeholders along the route (e.g., major landowners, etc.). Additional field reviews may be needed throughout the Study for specific technical focus areas and/or to investigate existing conditions.

The CONSULTANT will develop a GIS-based base map for displaying and evaluating all items collected as part of this task. The base map will also be updated to include evaluated alignments as they are developed. Study mapping will be conducted as part of GIS-based static maps, as well as online webmap(s).

Deliverables – Collected data and data collection matrix, field review materials, and base maps.

1.4 Travel Demand Modeling

The CONSULTANT will utilize the RTC Travel Demand Model (TDM) to forecast future volumes and test alternative scenarios for the corridor. Travel forecasting with the TDM will follow the guidelines provided in the NDOT Traffic Forecasting Guidelines.

The CONSULTANT will obtain the most recent TDM from RTC, open and run the model to ensure consistency across platforms. The CONSULTANT will review the existing model and identify potential updates and calibrations to prepare a project-specific model. Updates will primarily focus on roadway network coding and socioeconomic adjustments. For roadway

network coding, adjustments will focus on link facility types, lanes, speeds, and other network changes. Roadway network coding will be limited to the study area except to properly transition new/updated roadway coding into existing roadway coding at the study area boundaries. For socioeconomic adjustments, population and employment totals within the model will be compared to socioeconomic data/statistics projected by planned future major private developments in the study area (not captured in the recently updated RTC TDM) and adjustments will be recommended if deemed necessary. Parcel information provided by major study stakeholders will be used and the new TAZs within the study area will be created/adjusted as warranted based on development potential, planned developments, and to add model detail where necessary. The CONSULTANT team will coordinate with RTC modeling staff and NDOT regarding these potential model adjustments.

The off-the-shelf base year and future year travel demand model scenarios will be adjusted as noted above. Additional model validation and calibration will also be performed in the study area for the base year scenario. Since the project proposes a new roadway, validation and calibration will primarily be performed on major parallel and connecting routes such as existing La Posada Drive, I-80, USA Parkway, and Pyramid Way. Origin-destination (OD) data from Replica or other sources will be used to validate travel occurring between the Reno/Sparks area and the TRIC. Base year TDM output volumes will be compared to existing NDOT traffic counts where available and a series of model runs performed to refine the model. Up to ten (10) calibration iterations of the base year model will be performed for calibration/validation purposes.

Validation will be performed for daily volumes using the “standard acceptable method” for a regional TDM consistent with NDOT and FHWA guidelines. Percent error along roadways/roadway types within the study area will be based on model traffic volumes compared to real-world traffic counts. Allowable deviation of daily volume targets will be based on FHWA guidelines. The Study team will also review model volumes for AM and PM peak periods along the critical roadway segments in the study area. The TDM will primarily be calibrated and validated for daily volumes. AM and PM peak period validation information will be provided for informational purposes at key locations.

A horizon year base model will be developed based on RTC’s 2050 horizon year model including the approved RTP (2025 update). This model will include the planned/programmed projects that have funding identified. Adjustments to the horizon year model will be made where appropriate based on adjustments/refinements to the calibrated base year model.

Horizon year scenario model runs will be performed for alignment scenarios. The scenarios include the Horizon Year Base Model, up to three (3) development scenarios, and up to two (2) roadway network scenarios, as listed below:

- Existing Year Base Model – Updates will be focused on major roadways within the Study area, including I-80, USA Parkway, La Posada Drive, Pyramid Highway, and Vista Boulevard.
- Horizon Year 2050 Base (No Build) – Utilizing the 2050 RTC TDM without any other planned major improvements beyond what is included in the RTP. This model run will be performed without a Connector in place.

- Horizon Year 2050 Development Scenarios – Up to three (3) model runs will be performed with adjustments to the study area development assumptions. Development assumptions will be derived from information provided by stakeholder agencies. It is assumed that the three scenarios may include a no development, low development, and high development scenarios. Any model adjustments will be focused on the Connector Study area. Adjustments to the TAZ land use assumptions will be limited to population and employment changes. These adjustments may be paired with roadway build scenario network changes. The three land use scenarios will be coordinated with agency stakeholders.
- Horizon Year 2050 Connector Build Scenarios – Up to two (2) roadway network model runs will be performed to test different lane configurations (2-lane and 4-lane arterials) in conjunction with east and west termini scenarios.

The output from the RTC TDM model runs will include trip tables for AM, PM, and daily time periods. Post-processing of traffic volumes from the model will be performed as needed consistent with NDOT guidelines. All travel demand model procedures and alterations, including model calibration and validation, will be documented in a Traffic Forecasting Methodology and Analysis technical memorandum. Key metrics to be reported include projected AADTs, VMT, VHT, and projected travel time to/from select origins and destinations. The memo will be reviewed and approved, on a chapter-by-chapter basis, by RTC and the TAC.

Deliverables – Traffic Forecasting Methodology and Analysis memo and project-specific TransCAD TDM.

1.5 Regional Plan Analysis and Land Use Scenarios (Optional Task)

The optimal alignment may not directly serve future development, but the largest cost-benefit may be achieved by evaluating opportunities to establish developable areas for future land use planning and support additional traffic for any user financing. The CONSULTANT will conduct an analysis of the Truckee Meadows Regional Plan, in an effort to lay the groundwork for potential future Regional Plan amendments to incorporate existing rural areas into an expanded Sphere of Influence. This will consider Regional Plan factors, such as Development Constraint Areas (DCA's) and logical expansion of existing planning Tiers.

Further, the CONSULTANT will evaluate land suitability in the Study area to identify areas where future development could potentially occur. The CONSULTANT will collaborate with agency stakeholders to develop two potential future development scenarios should lands become available. The scenarios are anticipated to include a low and high development scenario. The scenarios will be shared with the TAC and documented in a Regional Plan Analysis and Land Use Scenarios memo with the results fed into the Horizon Year 2050 Development Scenarios TDM task.

Deliverables – Regional Plan Analysis and Land Use Scenarios memo

1.6 Step 1 Corridor Evaluation

The CONSULTANT will identify conceptual corridor(s) and associated east and west termini, including the area between La Posada to Loop Road to the west and USA Parkway to Waltham Way to the east, as well as potential north/south connectivity east of Sparks (e.g. Lockwood). The corridors will be illustrated using GIS mapping to develop the initial universe of alternatives. These corridor/termini opportunities will first be evaluated by applying the Horizon Year TDM to screen those that provide the most overall benefit. Those that show comparatively low benefit will be screened out. Metrics for corridor evaluation are anticipated to include AADT, travel time, VMT/VHT, land use, and community context. The results will be coordinated with the TAC and documented in the Alternative Screening section of the Feasibility Report.

The CONSULTANT will prepare a Design Criteria Memorandum to be submitted and reviewed by the TAC prior to conducting any alignment analysis. Once approved, it will be included in the Feasibility Report in the appendix.

Furthermore, the CONSULTANT will prepare a sketch-level construction and project cost estimate. Methods to be used include the NDOT Cost Wizard tool, typical cost factors and percentages, and engineering judgement.

Deliverables – Design Criteria Memorandum, Step 1 Screening, Sketch-Level Cost Estimate.

2. STEP 2 ALIGNMENTS AND ANALYSIS

2.1 Project Management and Administration

The CONSULTANT will provide project management and administration as described in Task 1.1 for Task 2 activities.

2.2 Agency and Stakeholder Coordination

The CONSULTANT will provide agency and stakeholder coordination as described in Task 1.2 for Task 2 activities.

2.3 Geotechnical Mapping

The CONSULTANT will review existing study area geotechnical information, including but not limited to, existing geotechnical reports and published geologic and geologic hazard maps by organizations such as the Nevada Bureau of Mines and Geology (NBMG) and USGS. The CONSULTANT will prepare a Geologic-Geotechnical Hazards Memorandum summarizing information on local and regional geology, general stratigraphy, and potential geologic hazards that could impact the project and constructability. This includes initial assessments for potential seismic ground rupture and shaking, liquefaction, subsidence, and collapsible/expansive soil.

The CONSULTANT will conduct a site visit to review geological formations within study limits to identify typical characteristics. This information will be included in the Feasibility

Study for the development of viable improvements and alternatives and highlighted if specific geotechnical considerations are identified. This work will not include borings, test pits, line sampling, or standard soil testing. The CONSULTANT will provide conceptual geotechnical feasibility input for potential cut slopes that could be utilized, as well as rippability of rock features. Geotechnical constraint areas within the Study area will be mapped in GIS. Up to three (3) potential corridors within the Study limits are assumed for evaluation.

Deliverable – Geotechnical Memorandum and Mapping

2.4 Topographic Survey

The CONSULTANT will utilize available USGS Lidar (Quality Level 2) for Quantm evaluation. The lidar data will be reviewed for completeness and proper coverage. The CONSULTANT will conduct spot field survey data collection at intervals along the corridors and at the east and west tie in points to validate the lidar data and identify and potential adjustments that may be required prior to application.

Deliverable – Spot field survey.

2.5 Step 2 Corridor Evaluation

The CONSULTANT will utilize Quantm to efficiently develop alignment alternatives. Quantm uses engineering and environmental factors to identify potential corridor alignments based on engineering design criteria, avoidance areas, and topographical conditions to identify reasonable corridor alignments. Alignments are evaluated based on earthwork, anticipated structures, geology, and impacts to environmentally or culturally sensitive areas among other factors. Up to ten (10) candidate alignments will be identified as the most promising for further evaluation.

The CONSULTANT will prepare a Corridor Alternatives Screening Methodology Memo that outlines the approach and methods for developing and selecting the most viable alternative corridor alignments. An initial analysis will be performed to limit the number of corridors for further screening to approximately three (3) total corridor alternatives. The evaluation criteria will be reviewed by the RTC and TAC and may include environmental and cultural impacts, quantities/estimated costs, right-of-way, utilities, constructability, traffic performance, maintenance, constructability, and other prominent factors.

The CONSULTANT will coordinate with the RTC and TAC to consider the relative opportunities and constraints of the top corridor alternatives. Recommended corridors will be collaboratively identified for further evaluation.

2.6 Sketch-Level Toll Feasibility Study (Optional Task)

CONSULTANT will review traffic data developed in previous tasks, including NDOT counts, counts from other studies, Replica and INRIX data. The compiled data will be used to establish a baseline level of demand on the roadways along and near the proposed La

Posada-TRIC Connection corridor. Additionally, current and projected corridor traffic as included in the RTC Regional Transportation Plan will be evaluated. CONSULTANT will also review demographic forecasts from independent sources such as Woods and Poole, the Bureau of Labor Statistics, TMRPA, and other local planning agencies to review variables such as population, employment, retail sales, and gross state product.

CONSULTANT will develop traffic and toll revenue forecasts for the proposed project for up to three alternative tolling scenarios. The foundational basis for the model will be traffic forecasts from the regional travel demand model. Baseline forecasts will be reviewed and adjustments made to account for the results of the data/demographic review described in the previous task, as well as the anticipated impacts of toll diversion. Traffic and toll revenue estimates will be developed for one (1) project configuration under up to three (3) toll rate scenarios.

Annual toll revenue estimates will be estimated for a forty-year (40) period based on results of the traffic forecast and the assumed toll collection structure and rates. Any subsequent sensitivities and scenarios are not included as part of this proposal and will be subject to additional budget considerations as may be warranted. Documentation of the effort will include a brief memorandum which will contain the sketch level traffic and revenue forecasts and a summary of the analysis methodology.

CONSULTANT will evaluate and summarize the steps and required approvals for implementation of a tolling option specific to Nevada. This review will highlight some of the key considerations necessary to pursue development of the proposed project as a tolled facility. A summary of the findings of this review will be provided as part of the memorandum.

Deliverable - Sketch-Level Toll Feasibility Study memorandum

2.7 Benefit/Cost Analysis

The CONSULTANT will prepare Benefit-Cost Analysis (BCA) models for the project. For the purposes of this effort, it is assumed that BCA will be prepared for one corridor alternative, unless it is determined there are measurable differences in results among candidate corridors. The CONSULTANT will utilize TDM outputs for the candidate corridor alternative(s) to conduct BCAs. Major benefits will be considered in conducting the BCA. These benefits vary in terms of their ability to be measured and quantified. At a minimum the following major benefit categories will be included in the BCA:

- Travel time benefits
- Safety benefits
- Operating costs
- Environmental impacts, including vehicle emissions

Other benefits the CONSULTANT may include:

- Travel Time Reliability
- Residual Value
- Induced Demand

- Increased Accessibility
- Reduced VMT
- Energy Consumption
- Economic Effects
- Equity and Option Value Benefits

The BCA will also consider the full construction and lifecycle costs of each candidate alternative. The CONSULTANT will prepare a technical memorandum that describes the analytical procedure for the BCA and the results. The report will document data inputs, assumptions, parameters, benefits, costs, and summary results, such as net present value, internal rate of return, payback period, and benefit-cost ratio. Additionally, the report will include a comparison table and graph comparing each of the candidate corridor alternatives analyzed, if appropriate.

Deliverable – Project Cost Estimate, Benefit-Cost Analysis Memorandum

3. STEP 3 FEASIBILITY REFINEMENT FOR CANDIDATE CORRIDORS

3.1 Project Management and Administration

The CONSULTANT will provide project management and administration as described in Task 1.1 for Task 3 activities.

3.2 Agency and Stakeholder Coordination

The CONSULTANT will provide agency and stakeholder coordination as described in Task 1.2 for Task 3 activities.

3.3 Hydrologic and Hydraulics Report

The CONSULTANT will conduct a conceptual hydrologic and hydraulic analysis to determine the size and type of major facilities (bridges and RCB locations) needed within the candidate corridors. The offsite hydrologic analysis for major crossings will be completed to a conceptual level using USGS Regression Equations, with the input data derived other sources. Flow estimates will be generated for the design storm and the 100-year event. Hydraulics for offsite flows for major culverts will be calculated using HY-8, assuming slope information from available contour information. Culverts will assume 1.5 times the culvert height for maximum head. Bridges and proposed channels will be designed using normal depth equations and assume free flow with freeboard.

Corridors will encroach into exiting canyons/washes. Calculations will not be completed at every location but will be completed at locations considered typical and/or critical, and general guidance provided to place roadway fill outside the channels as to not encroach or be subject to channel erosion. No onsite drainage analysis is anticipated at this level. Minor crossings (single pipe culverts) will not be identified but will be accounted for by using a percentage of the roadway costs for estimating purposes.

A cursory field investigation may be performed to verify reasonableness. The CONSULTANT will provide Hydrologic and Hydraulics Report. No drainage plans are anticipated.

Deliverable - Hydrologic and Hydraulics Report

3.4 Step 3 Corridor Alignment Refinement

The CONSULTANT will further evaluate the Step 2 corridors by applying engineering judgement to account for refinements in design that Quantm does not address. These elements include maintenance access, emergency access, chain up areas, snow conditions, wildlife crossing(s) and fencing, utility easements, conceptual environmental mitigation areas, etc. The refined corridors will be prepared in coordination with RTC and relevant TAC agencies.

The CONSULTANT will prepare conceptual roadway plan and profiles of the corridors with typical sections. Plan and profiles will be large scale plots to reflect the conceptual level of design development, approximately 1"=100' or greater.

Deliverable – Conceptual roadway plans and profile plots

3.5 Right-of-Way and Utilities

The CONSULTANT will coordinate with RTC Right-of-Way to verify the existing right-of-way and identify potential right-of-way impacts for planning purposes based on the candidate corridors. Right-of-way cost estimates will be prepared by the CONSULTANT. As a guide for all right-of-way cost estimates, the CONSULTANT will rely on the guidance provided by the NDOT's Right-of-Way Manual, edition dated 2022 and input from RTC Right-of-Way. Right-of-way cost estimates are not appraisals and are intended for the specific purpose of determining planning-level costs for comparison, planning/programming and budgeting purposes. Conceptual Right-of-Way Impact Maps will be prepared to summarize conceptual impacts.

Each corridor will be evaluated against the base map prepared in Task 1 to determine if there are potential utility conflicts which require relocation and associated easements. This effort includes agency coordination and research, internal and external meetings, and alternative design assessment on utilities impact. A utility conflict matrix will be prepared to document expected utility impacts and planning-level costs will be established for identified conflicts.

Deliverables – Planning-level right-of-way and utility relocation cost estimates for candidate corridors, Conceptual Right-of-Way Impact Maps, and utility conflict matrix.

3.6 Environmental Analysis

The CONSULTANT will conduct a qualitative evaluation of the environmental resources data collected in Task 1 in conjunction with the candidate corridor alternatives. The CONSULTANT will evaluate the potential for the alternative corridors to impact the

resources or concerns described. The CONSULTANT will also assess whether the presence of the resources or the associated mitigation potentially required would place significant constraints on the alternatives. Anticipated resources include:

- Sensitive Biological, Wildlife Corridors
- Wetland Areas, Seeps/Springs, Riparian Areas, WOTUS, Waters of the State
- Floodplains
- Prime Farmland, Land Use
- Visual, Scenic Roads
- Archeological, Historic Architecture
- Section 4(f)/6(f)
- Title VI / EJ
- Utilities, HazMat
- Noise/Air Quality
- BLM Resources

A Conceptual Environmental Impact Analysis Report will summarize the findings of the qualitative evaluation, including a summary matrix of resources evaluated. The Impact Analysis Report will identify avoidance or fatal flaw areas where the development of a new corridor would have significant environmental impacts or require signification mitigation measures.

The Conceptual Environmental Impact Analysis Report will be provided for RTC and TAC review with a final report developed by incorporating comments received.

Deliverables – Draft and Final Conceptual Environmental Impact Analysis Report

3.7 Feasibility Report

The CONSULTANT will prepare a Feasibility Report, inclusive of all preliminary and final documents prepared, which documents the process of arriving at and justification for the recommended corridor alternatives. The final report will incorporate any comments on prior iterations.

The CONSULTANT will prepare an Administrative Draft Feasibility Report that will document the evaluation process along with the viability of the recommended corridor alternatives. The report will include sections discussing traffic and safety analysis, access management, environmental, hydraulic, geotechnical, conceptual roadway design, utility, risk, and right-of-way impacts and concerns, and other technical evaluations conducted during previous tasks. The Administrative Draft Feasibility Report will be submitted to the RTC for review and comments. A three-week review period is anticipated to be provided. Comments received will be assembled in a comment matrix. The CONSULTANT will provide written responses to the comments and a comment resolution meeting will be held to review and discuss responses.

The CONSULTANT will then prepare a Draft Feasibility Report based on feedback and comments received from the Administrative Draft. The revised report will be submitted to

the TAC for review and comments. A four-week review period is anticipated to be provided. Comments received will be assembled in a comment matrix.

The CONSULTANT will prepare a Final Feasibility Report based on feedback and comments received from the Draft. The final report and written comment matrix will be submitted to RTC and TAC as a final document. In addition, the Final Report will be posted on RTC's website for public information. In addition, the CONSULTANT will prepare a presentation (MS Powerpoint) that summarizes the Feasibility Study and findings.

Deliverables – Administrative Draft, Draft, and Final Feasibility Report, summary presentation.

4.0 PUBLIC ENGAGEMENT

4.1 Public Outreach Plan

CONSULTANT will develop a Public Outreach Plan in consultation with RTC and participating agencies outlining public involvement opportunities that are diverse, equitable, and inclusive. The plan will determine specific outreach objectives and identify strategies to accomplish defined goals, which may be refined further during the plan development. The Public Outreach Plan will include an outreach schedule that summarizes all planned public engagement activities, participants, roles, and timeframes. The schedule will include adequate time for RTC staff review and subsequent revisions of outreach materials.

As a component of the Plan, CONSULTANT will develop and maintain a stakeholder database that includes Study team members, elected officials, businesses, agencies residents and neighborhood and community organizations. The database will be a single master database and will be updated as needed. The database will also include a comprehensive list of all comments/questions received and the responses returned. Comments will be responded to by the public involvement team with approval from the RTC or by RTC staff directly.

A project-specific website may be developed to inform the public about the Study and make materials readily available for review, including virtual public meetings. The website may be a dedicated page housed on the rtcwashoe.com website or may be a standalone, hosted website.

Deliverables – Public Outreach Plan

4.2 Public Information Meetings

Public Information Meetings will be held at key milestones to obtain feedback on progress. Public Information Meetings will be in-person as appropriate with virtual options for remote participation/communication. Meetings will be noticed to the public per RTC requirements with sufficient advance notice.

One (1) in-person public meeting with virtual option is assumed during this Feasibility Study Phase. CONSULTANT public outreach tasks, activities and deliverables for public information meetings may include:

- Developing a public meeting planning schedule
- Hosting and attending weekly planning meetings for a month leading up to the event
- Establishing meeting dates, times and locations
- Designing and preparing bilingual mailers (for a minimum distance of ¼ mile from the project area), notices and advertisements.
- Designing and preparing newspaper advertisements. Advertisements should run two (2) times prior to each meeting and include both English and Spanish publications. The RTC is responsible for payment of advertisements
- Coordinating with the RTC’s Communications Team for drafting and distributing press releases and social media notices
- Preparing a welcome packet, sign-in sheet and comment form and documenting participation
- Documenting and responding to public comments
- Preparing PowerPoint presentations, displays, exhibits and graphics
- Preparing a meeting summary
- Accommodating a virtual public meeting in addition to the in-person meeting
- Corresponding community feedback survey

If necessary, it is assumed the RTC will be responsible for securing a court reporter and Spanish interpreter for each public meeting. CONSULTANT will also provide support to the RTC Communications team for briefings with Board members and other elected officials in advance of the public meeting.

Deliverables – Public Outreach Plan, outreach collateral materials, meeting materials, flyers, post cards, virtual public meeting, and project webpage, stakeholder meeting documentation.

5.0 CONTINGENCY

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

SCHEDULE

The scope of services is anticipated to consist of the following schedule. All durations are subject to change.

TASK	DURATION
STEP 1 CORRIDOR EVALUATION AND TRAFFIC	3-6 Months
STEP 2 ALIGNMENTS AND ANALYSIS	4-5 Months
STEP 3 FEASIBILITY REFINEMENT FOR CANDIDATE CORRIDORS	3-4 Months
PUBLIC ENGAGEMENT	As needed



STAKEHOLDERS

- City of Sparks
- Washoe County
- Storey County
- FHWA
- BLM
- Resource Agencies
- Tribes (5)
- NV Energy
- SHPO
- TRIC
- Tesla
- Apple
- TMRPA
- Governor's Office

Principal-in-Charge/Project Manager

■ Bryan Gant, PE*

QA/QC

■ Jason Lemons, PE(CA)

LEGEND

- Wood Rodgers, Inc.
- HDR
- CDM Smith
- BEC
- MJT Consulting
- Newfields
- Trimble
- G2 Archeology
- Caliper
- *Key Staff

Alt. Development

■ Mike Davidson, PE*

Roadway Alignments

- Brian Martinezmoles, PE
- James Pangburn, PE(CA)
- Megan Berry, PE

Quantm Optimization

- Trimble (Quantm)
- Lorenzo Sanchez

Cost Estimates

- Keith Ferguson, PE

Surveying & Mapping

- Kevin Almeter, PLS
- Michael Detwiler, PLS, CP

Traffic Modeling

- Mario Tambellini, PE(CA)*
- Caliper

Structures

- Craig Smart, PE
- Troy Martin, PE, CPM
- Chris Hodge, PE

Geotechnical

- Mickey Smith, PE
- Justin McDougal, PE
- Jesse Ruzicka

Drainage

- James Springgate, PE

PEL/NEPA

■ Zach Bentzler*

PEL Documentation

- Michael LaBianca, AICP

Cultural Resources

- Brock Giordano, RPA(ID)
- Ann Keen
- G2 Archeology

BLM Resources

- Danny Rakestraw

Biological Resources

- Vivian Sam

Waters of the US

- Danny Rakestraw

Section 4(f)/6(f)

- Diane Nulton

Hazardous Materials

- Stefanie Costa Rica, CEM

Land Use Evaluation

- Laurie Cummings, AICP, CTP, ENV SP

Quality Control

- Tim Chamberlain

Strategic Services

■ Brian Stewart, PE, PMP*

Land Use/Master Planning

- Andy Durling, AICP*
- Stacie Huggins

Risk Analysis

- Blane Long, CVS
- Jim Gallegos, PE, PMP

Cost/Benefit Analysis

- Roberto Alvarado-Vazquez, EIT
- Chris Williges

Tolling & Revenue

- Terri Slack, PMP*
- Travis Dunn, PhD

Constructibility

- Keith Ferguson, PE
- Judy Tortelli, PE

Alternative Delivery

- John Munoz

Legislative Support/P3

- Gail Lewis

Grant Funding

- Chris Primus
- Derek Kirkland, AICP

Right-of-Way

- Alis Wishner, SRWA, RW-NAC

Outreach & Engagement

■ Bryan Gant, PE*

Public Outreach

- McKenna Temen
- Lauren Ball
- Amber Harmon

BLM Coordination

- Mark Hall, PhD, RLA*

Tribal Coordination

- Leslie Burnside

NDOT Coordination

- Lynnette Russel, PE, PMP

FHWA Coordination

- Jessica Hekter, AICP

Visualizations

- Devin Crowley

Exhibit B

Compensation

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.

Exhibit C

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.

Exhibit C

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.

Exhibit C

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.

Exhibit C

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

Exhibit C

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: 12/20/2024

Agenda Item: 4.3.8

To: Regional Transportation Commission

From: Sara Going, P.E., Project Manager

SUBJECT: Keystone Avenue Bridge Replacement PSA Amendment No. 1

RECOMMENDED ACTION

Approve Amendment No. 1 to the contract with Parametrix, Inc., for preliminary and final design services, environmental documentation, and regulatory permitting support for the Keystone Avenue Bridge Replacement Project, in the amount of \$5,284,543, for a new total not-to-exceed amount of \$6,658,997.

BACKGROUND AND DISCUSSION

The Keystone Avenue Bridge is a major structure over the Truckee River in Reno, Nevada and was built in 1966 as part of an urban interchange extending from Jones Street to California Avenue. In 2012, an inspection by NDOT gave the bridge a sufficiency rating of 28 out of 100, classifying it as structurally deficient. In 2012, NDOT also conducted a Road Safety Audit from California to Fourth Street. In 2014, the RTC completed a corridor study of Keystone Avenue with extensive public outreach evaluating conditions and alternatives from California Avenue to McCarran Boulevard. Both the safety audit and corridor study identified the bridge replacement as an opportunity to address modal deficiencies and constraints of the urban interchange. The corridor study also identified six alternatives to address deficiencies in the Keystone Avenue/California Street/Booth Street urban interchange on the south end of the bridge. The least impactful of these alternatives was identified and built in 2019 as a short-term improvement.

In 2023, RTC initiated pre-NEPA studies to build upon previous studies with primary goals of successfully replacing the structurally deficient bridge and improving multi-modal circulation in the corridor surrounding the bridge, approximately from 1st Street to California Avenue. Through a Request for Proposals (RFP), Parametrix, Inc., (Parametrix) was selected as the most qualified firm to perform environmental and professional engineering services to advance the project through the National Environmental Policy Act (NEPA) process and prepare complete plans and specifications to allow the RTC to advertise for construction bids. On June 1, 2023, the RTC and Parametrix executed an agreement to perform a Feasibility Study, Alternatives Analysis, and Planning and Environmental Linkages Study related to the Project. This was initiated prior to contracting the consultant for final design services in order to obtain a stronger understanding of the project scope and potential impacts of replacing the Keystone

Avenue Bridge. The Feasibility Study concluded in August 2024, after which time the RTC began coordination with Parametrix to scope continued services of preliminary and final design, environmental documentation, and regulatory permitting support for the Keystone Avenue Bridge Replacement Project, as intended by the initial RFP selection process.

This amendment, Amendment No. 1, in the amount of \$5,284,543, is to perform preliminary and final design, environmental documentation, and regulatory permitting support in order to advance the project through the National Environmental Policy Act (NEPA) and prepare complete plans and specifications to allow the RTC to advertise for construction bids. Additional details can be found in the recitals within the attached amendment. All other provisions of the contract shall remain in full effect.

This item supports the FY2025 RTC Goal, "Begin Project Design: Keystone Avenue Bridge Replacement".

FISCAL IMPACT

The project is funded using Federal Bridge Formula Program (BFP) funds in the amount of \$5,000,000. Local Fuel Tax will fund the remaining cost of final design. Funding for this project is included in the FY2025 budget.

PREVIOUS BOARD ACTION

4/21/2023 Approved a contract with Parametrix, Inc., to perform a Feasibility Study, Alternatives Analysis, and Planning and Environmental Linkages (PEL) Study for the Keystone Bridge Replacement Project, in an amount not to exceed \$1,374,544.

AMENDMENT NO. 1

The Regional Transportation Commission of Washoe County (“RTC”) and Parametrix, Inc. (“Consultant”) entered into an agreement dated June 01, 2024. This Amendment No. 1 is dated and effective as of _____, 2024.

RECITALS

WHEREAS, the parties have determined that there is a need to amend the Agreement to perform engineering services in connection with the Keystone Avenue Bridge Replacement Project (the “Project”);

WHEREAS, there is a need to extend the term of the contract through December 31, 2029;

WHEREAS, the original agreement included the scope of work and compensation to complete the Feasibility Study. Additional services for which the CONSULTANT was selected to perform were intended to be determined following the completion of the Feasibility Study. The RTC and CONSULTANT have chosen to amend this agreement for the CONSULTANT to perform these services, which include preliminary and final civil engineering design, environmental review and documentation, and regulatory permitting support;

WHEREAS, the additional services needed total \$5,284,453.00 for a new not-to-exceed amount of \$6,658,997.00.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the parties do agree as follows:

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

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

Total Services (Tasks 1.0 to 13.0)	\$6,458,997
<u>Design Contingency (Task 14.0)</u>	<u>\$200,000</u>
Total Not-to-Exceed Amount	\$6,658,997

2. Exhibit A – Scope of Services of the Agreement is replaced in its entirety with the version of Exhibit A attached hereto.

3. Exhibit B – Compensation is replaced in its entirety with the version of Exhibit B attached hereto.
4. All other provisions of the Agreement shall remain in full force and effect.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

PARAMETRIX, INC.

By: _____
Roger W. Flint, Chief Operating Officer

Exhibit A

Scope of Services

INTRODUCTION

The Keystone Avenue Bridge is a major structure over the Truckee River in Reno, Nevada and was built in 1966 as part of an urban interchange extending from Jones Street to California Avenue. In 2012, an inspection by NDOT gave the bridge a sufficiency rating of 28 out of 100, classifying it as structurally deficient. In 2012, NDOT also conducted a Road Safety Audit from California to Fourth Street. In 2014, the RTC completed a corridor study of Keystone Avenue with extensive public outreach evaluating conditions and alternatives from California Avenue to McCarran Boulevard. Both the safety audit and corridor study identified the bridge replacement as an opportunity to address modal deficiencies and constraints of the urban interchange. The corridor study also identified six alternatives to address deficiencies in the Keystone Avenue/California Street/Booth Street urban interchange on the south end of the bridge. The least impactful of these alternatives was identified and built in 2019 as a short-term improvement.

In 2023, RTC initiated pre-NEPA studies to build upon previous studies with primary goals of successfully replacing the structurally deficient bridge and improving multi-modal circulation in the corridor surrounding the bridge, approximately from 1st Street to California Avenue. This scope included completion of a Feasibility Study and Conceptual Alternatives Analysis for replacement of the Keystone Avenue Bridge and to address multi-modal circulation surrounding the bridge.

Through an approximately one-year process that included alternative development, alternative analysis, stakeholder engagement, and public engagement, a proposed alternative was developed. This proposed alternative includes bridge replacement and corridor multimodal improvements that are intended for future engineering development and environmental study during the NEPA project phase.

EXPECTED RESULTS

Under this Amendment No. 1 to the 2023 scope, the Parametrix team, as CONSULTANT to RTC shall provide engineering and technical services building upon the previous Feasibility Study, Conceptual Alternatives Analysis, and Planning and Environmental Linkage (PEL).

Amendment No. 1 services include continued project management, public and agency involvement, investigation of existing conditions, and funding support. New tasks include preliminary design, environmental clearance, final design, and regulatory permitting with required field work and environmental reports. Following are the major amended and new tasks:

- TASK 01 (Amended) – PROJECT MANAGEMENT
- TASK 02 (Amended) – PUBLIC AND AGENCY INVOLVEMENT
- TASK 03 (Amended) – INVESTIGATE EXISTING CONDITIONS
- TASK 06 (Amended) – FUNDING SUPPORT
- TASK 07 (New Task) – GENERAL ENGINEERING SUPPORT
- TASK 08 (New Task) – PRELIMINARY (30 PERCENT) DESIGN
- TASK 09 (New Task) – 60 PERCENT DESIGN
- TASK 10 (New Task) – 90 PERCENT DESIGN
- TASK 11 (New Task) – FINAL DESIGN
- TASK 12 (New Task) – ENVIRONMENTAL DOCUMENTATION
- TASK 13 (New Task) – REGULATORY PERMITTING
- TASK 14 (New Task) – RTC CONTINGENCY

TASK 01 – PROJECT MANAGEMENT

This task will be provided as a continuation from the current contract and includes project administration, staff planning, coordination with RTC project manager, management of subconsultants, Quality Assurance and Quality Control (QA/QC), monthly progress reporting and invoicing, document control, risk management, and project closeout. CONSULTANT will provide project management for the total duration of services rendered for 28 months, commencing approximately in November of 2024 through March of 2027.

Subtask 01.01 – Project Administration

This task will include the following elements of work over a 28-month period:

- Contracting, coordination, and management of project team.
- Oversight and management of the execution of all deliverables for work described herein, including the work planned to be performed by the subconsultants for this scope.
- Preparation, circulation, and filing of correspondence and memos as appropriate.

Subtask 01.02 – Project Meetings

01.02.01 Project Management Meetings

On a monthly basis for 28 months, CONSULTANT and RTC Project Manager will meet to coordinate team activities, review progress and budget, identify issues, and determine actions needed to resolve those issues. The Project Manager will maintain and distribute meeting minutes and action items. It is anticipated up to two (2) CONSULTANT staff will attend up to 28 Project Management Meetings.

01.02.02 Project Kickoff Meeting

CONSULTANT will hold a NEPA kickoff meeting with RTC staff and CONSULTANT staff to align the team with the goals of RTC and the goals of the project. Project management activities will be discussed including the scope, schedule, and budget. In addition, timeline, deliverables, key stakeholders, project committees, and communication protocols will be shared. Six (6) CONSULTANT staff are anticipated to attend this one-hour meeting.

01.02.03 Miscellaneous Meetings

The CONSULTANT Project Manager shall meet as necessary with RTC staff to discuss project requirements. Twenty-four (24) miscellaneous or technical meetings are assumed.

Subtask 01.03 – Project Controls

01.03.01 Management and Quality Plan

CONSULTANT will update the project specific Project Management Plan that will serve as a roadmap for project delivery from the NEPA phase through final design.

01.03.02 Schedules & Milestones

CONSULTANT will prepare and submit an updated project schedule to the RTC Project Manager for review and approval. The approved schedule will be the baseline schedule for the project. The schedule will be prepared in Microsoft Project in the form of a Gantt chart and show a deliverables

schedule, critical path items of work, and other relevant data needed to manage the work. Schedule submittals will be provided in PDF format. The CONSULTANT will maintain the project schedule to track project progress and update it as needed. Four (4) schedule updates are assumed.

01.03.03 Progress Reports & Invoices

At the end of each month, CONSULTANT will prepare a Progress Report outlining progress to date including percentage completed for each task, tasks anticipated during the next billing period, and any schedule and/or budget issues. Progress will be based on physical percent complete such as the number of deliverables or estimated progress toward completion. Twenty-eight (28) invoices are assumed.

01.03.04 Document Control

CONSULTANT will maintain all project files, transmittal forms, submittals, letters, correspondence, and other documents throughout the project. Word processing, databases, spreadsheets, etc. will be prepared using a format compatible with Microsoft Office.

Subtask 01.04 – Quality Assurance and Quality Control

CONSULTANT is responsible for ensuring a comprehensive, independent quality review is done for every project deliverable. QA/QC procedures identified in the Project Management Plan will remain in force during the performance of services identified herein. CONSULTANT will maintain written records of all activities.

This task includes QA/QC for Tasks 1 through Task 7. QA/QC for later tasks is included within those tasks.

Subtask 01.05 – Risk Management Support

CONSULTANT will continue updating and managing the risk assessment matrix that includes key elements that have potential of affecting the scope, schedule, and budget of the project. Over the course of this scope, CONSULTANT (assume up to four (4) staff) will meet with RTC three (3) times (approximately every 9 months assumed) to review the risk elements and risk management strategy implementation efforts. Three (3) updates to the risk matrix are assumed.

Based on these reviews, risk elements may be revised or retired, and the risk analysis updated. Management of risks consists of developing approaches intended to either mitigate or eliminate the risk element, if possible. For major risks that are identified, contingency plans should be developed in the event they occur. The risk management plan is a living document that will be updated periodically based on events and the progress of the project.

Deliverables for Task 01

Deliverables for this task include:

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports enclosed with invoices.
- Meeting Agenda and Minutes for Project Management Meetings.
- Meeting Agenda and Minutes for Project Kickoff Meeting.
- Updated Project Management Plan.
- Project Schedule and updates.

- Quality Assurance and Quality Control Documents.
- Updated Risk Assessment Matrix.

TASK 02 – PUBLIC AND AGENCY INVOLVEMENT

This task will be provided as a continuation from the current contract and includes an updated Outreach and Involvement Plan, meeting materials, stakeholder meetings, and public meetings for the duration of Amendment 1, from NEPA services through final design.

Subtask 02.01 – Outreach and Involvement Plan

CONSULTANT will update the Public Outreach and Involvement Plan that outlines specific objectives, organization and roles of stakeholders, and a schedule of target activities to accomplish the objectives of the Project. The objectives of the proactive public involvement processes will include early and continuous involvement; reasonable public availability of technical and other information; collaborative input on design, mitigation needs; open public meetings; and open access to the decision-making process prior to closure.

Subtask 02.02 – Outreach Materials

The content of this subtask has been moved into Subtask 02.05 - Public Meetings.

Subtask 02.03 – PDT Meetings

CONSULTANT will participate in Project Development Team (PDT) meetings led by the RTC Project Manager. CONSULTANT will prepare agendas, sign-in sheets, presentation materials, and meeting minutes. This group that may include staff from RTC, City of Reno, NDOT, FHWA, USACE, or other agencies will meet regularly to promote collaboration and information sharing and help develop recommendations that have support of partner agencies and meet regulatory requirements. Meeting summaries are intended to document decisions made during each meeting and to keep track of the identification and resolution of action items. The PDT meetings are assumed every 3 months for a total of eight (8) meetings and will typically include an average of five CONSULTANT team members and are expected to be approximately one hour in length.

Subtask 02.04 – Stakeholder Working Group

No stakeholder Working Group (SWG) meetings/workshops are assumed. It is assumed that the PDT meetings and public meetings will be sufficient to provide project updates and solicit input to support the project.

Subtask 02.05 – Public Meetings

In addition to the previously held two public meetings, CONSULTANT will support up to two (2) in-person public meetings that will provide opportunities for residents and businesses to provide input as the project continues to develop. Topics may include geometry, aesthetics, scope, anticipated schedule, adjacent property concerns, and construction activities. The meetings will include:

- Meeting 3 – Preliminary Engineering – This meeting will occur after preliminary (30%) engineering is complete during the NEPA phase. This will provide an opportunity for input to the landscape and aesthetics approach.

- Meeting 4 – Final Engineering – This meeting will occur after the draft regulatory permit package during the final design phase.

CONSULTANT's contribution will be limited to preparation of the presentation PowerPoint and the display boards for two (2) public meetings. RTC will plan and facilitate the public meetings by creating a checklist. RTC will prepare and finalize the remaining documents including the public meeting invitations, press release, survey sheets, online survey, the content for email blast and social media, welcome letter, sign-in sheets, handouts and summaries. The meetings will be notified by RTC to the public in advance through the media or other outreach.

RTC will draft, finalize and distribute a postcard invitation, by mail, in English and Spanish, to Stakeholders and community members to attend the meeting.

RTC will determine the locations of the announcement signs and will coordinate with the City and McKinley Arts Center. RTC will also promote attendance with a digital campaign and notice distributions at local businesses and gathering places.

It is assumed a city facility or other public space will be used for the meeting at no cost and will be arranged by RTC. RTC will provide English to Spanish translations for written material and will attend the meetings to provide Spanish Translation services.

RTC will document the meeting, including collection and review of all comments.

Subtask 02.06 – Presentation to Council/Boards/Committees

RTC will complete the preparation, attendance, and documentation of meetings with the City of Reno Council and/or RTC Board.

Subtask 02.07 – One-on-One Meetings

It is assumed interest groups, individuals, and public officials may request specific meetings to discuss project issues, concerns, and provide input to the project or process. These groups include the Neighborhood Advisory Boards (NAB) or other interested parties. RTC will prepare for, attend, and document these meetings.

Subtask 02.08 – Media Assistance to RTC

CONSULTANT will continue to maintain and provide updates to the project website that includes a home page, project descriptions, project photos, e-mail sign-up and comment page, RTC Project Manager contact information, frequently asked questions (FAQs), project schedules with updates to emphasize current activities, public meeting notices, and public meeting information. All content will be approved by the RTC Public Informational Officer prior to being available to the public.

Subtask 02.09 – Project Outreach Summary

CONSULTANT will document the public outreach that was completed for this project in a list, including a record of articles, meeting dates and attendees, press releases, comments, discussions and outcomes, and collateral materials.

Subtask 02.10 – Prepare Concept Visualizations

CONSULTANT will continue to provide visualizations that convey the project design. Keystone Avenue, including on and below the bridge will be modeled in a 3-dimensional virtual format. The immersive 3-D environment will allow for static photo representation and dynamic video representation to communicate alternatives to stakeholders and the public. Booth Street, the Keystone intersection at California Avenue, and areas in the vicinity of the Booth Street bridge will be represented with 2-D photo-composite visualizations.

- Within the vicinity of the Keystone Bridge, a total of up to three combined aesthetic alternatives, including variation of landscaping, railing and lighting are assumed. Both static and video formats will be provided under and on top of the bridge.
- At up to six (6) key view-points, photo-composite renderings will be created to illustrate roadway and landscape improvements.

Subtask 02.11 – Entry Permits

CONSULTANT will support entry permit application with the City of Reno for geotechnical exploration. It is assumed no other entry permits are required for field work access.

Subtask 02.12 – CMAR Coordination

No CMAR coordination has been assumed in this subtask.

Deliverables for Task 02

- Updated Public Outreach Plan.
- Agendas, materials, and minutes for PDT meetings.
- Public Meeting Materials (boards, presentation).
- Project Outreach Documentation.
- Concept Visualizations.
- Entry Permit Package/Memorandum.

TASK 03 – INVESTIGATE EXISTING CONDITIONS

This task will be provided as a continuation from the current contract providing augmented existing condition data that will support preliminary engineering and NEPA through final design.

Subtask 03.03 – Topographic Survey

CONSULTANT will obtain additional survey to supplement the preliminary survey from the current contract. The horizontal datum shall be Washoe County Coordinate System, West Zone NAD83/94. Vertical datum shall be NAVD88 based on digital bar-code leveling circuits to published City benchmarks. This effort will include:

- Ground survey will be performed as needed for additional data as needed to support the final design effort. Features that may be collected include but will not be limited to geotechnical boring locations, roadway topography, drainage topography, fences, property lines (boundary survey), walls, utility

markings, utility features, etc.

- One update to the Digital Terrain Model of the existing surface is included in this task. This update includes consideration of augmented ground survey, as well as bathymetric survey.

Subtask 03.04 – Traffic Data

CONSULTANT will collect additional vehicle, bicycle, and pedestrian counts to quantify traffic volumes during summer special events.

Peak special event data will be obtained at the following eight (8) intersections: 2nd Street / Keystone Avenue, 1st Street / Keystone Ave, Jones Street / Keystone Ave, Idlewild Drive / Booth Street, Foster Drive/Booth Street, Westfield Ave/Booth Street, California Ave/Booth Street, and Keystone Ave/California Ave. Data will be captured during three events:

- 10AM-1PM when the Idlewild Park Farmers Market takes place in the Month of June
- 11AM-2PM during the Idlewild Park Earth Day Celebration
- 5PM-7PM during Food Truck Fridays

Subtask 03.05 – ROW Mapping & Engineering

At each design milestone (30/60/90), CONSULTANT will update the identification of parcel needs along the alignment.

Subtask 03.06 – Subsurface Utilities & Mapping

Where additional detail is required to support the design and/or ensure avoidance of utility impacts, or bridge foundation constraints, CONSULTANT shall perform Quality level A, B and C for the preferred alternative during this phase and the utility basemap will be updated as each level of identification/designation is performed. The different levels of SUE will be performed as follows:

Quality Level A (QL-A) – CONSULTANT will provide precise horizontal and vertical locations of underground utilities through the nondestructive exposure of underground utilities, and also provides the type, size, material and other characteristics of underground features. Each pothole location will be surveyed using the established control. It is assumed a total of 20 potholes will be conducted to locate existing facilities within the project areas. It is anticipated that QL-A will be performed during 60% design level.

Quality level B (QL-B) – CONSULTANT will use the appropriate surface geophysical methods to determine the existence and horizontal position of utilities within the project areas. The marked utilities will be surveyed using the established project control. It is anticipated that QL-B will be performed during 30% design level.

Quality Level C (QL-C) - CONSULTANT will provide measured depths at each visible utility facilities (manhole, catch basin, valve boxes, etc.). The depths will be measured in the field by removing the grates/covers. In addition to measurements, photographs will be taken to document each location. It is anticipated that QL-B will be performed during 30% design level.

Subtask 03.07 – Existing Hydrology

CONSULTANT will perform green LiDAR in the vicinity of the Keystone bridge, from the Booth Street Bridge to 100ft downstream of the Keystone crossing. The green LiDAR will be used to measure bathymetry of the

river, documenting streambed elevations below the active channel. River bathymetry will be used to inform the hydraulic modeling described in Task 7.

Subtask 03.08 – Field Review

CONSULTANT will arrange for and attend site visits with members of the project team during the preliminary engineering, NEPA, and final design efforts for this project. Photographs and other data gathered will be consolidated and maintained by the CONSULTANT. Key observations and issues will be documented and incorporated into the various work products as applicable.

Four site visits have been considered, including two partial team visits and two 2-person visits to collect additional data as necessary.

Deliverables for Task 03

- Updated Land Network Base Map for Project Area.
- Updated Utility Base Map for Project Area at 30% and 60% Design Level
- Special Event Traffic Volumes Exhibit for Project Area.
- Special Event Bicycle & Pedestrian Volumes Exhibit for Project Area.
- Pothole Data Report

TASK 06 – FUNDING SUPPORT

Subtask 06.02 – Grant Application

This task will be provided as a continuation from the current contract to prepare one grant funding application consistent with opportunities that were identified previously. The effort will include:

- Continue to track available discretionary federal and state funding programs
- Coordinate with RTC
- Prepare funding application for one (1) discretionary grant program. It may one of the following programs:
 - Reconnecting Communities
 - Bridge Improvement Program
- Provide submittal support for the selected funding application.

Deliverables for Task 06.02

- Draft and Final application for one (1) grant program

TASK 07 – GENERAL ENGINEERING SUPPORT

Subtask 07.01 – Design Criteria and Software

Subtask 07.01-1 – Design Criteria

CONSULTANT will develop design criteria. Design standards will be established based on:

- Standard Specifications for Public Works Construction (Orange Book), Revision No. 9, 12/21/2016
- AASHTO Policy for Geometric Design of Highways and Streets (Green Book), 2018
- Manual on Uniform Traffic Control Devices, 11th Edition, December 2023
- AASHTO Roadside Design Guide, 2011 with 2015 errata
- Guide for the Planning, Design, and Operation of Pedestrian Facilities, AASHTO, 2021 with 2024 errata
- Washoe County Development Code, latest version
- Truckee Meadows Regional Drainage Manual, latest version
- AASHTO Bridge Design Specifications, 9th Edition, 2020 and current NDOT standards, as applicable

CONSULTANT will prepare draft design criteria, consisting of a tabular format document of critical criteria and a summarized listing of the governing standards and references, for review by the RTC and other agencies for review and approval.

Should the RTC direct the use of future releases of these references that would significantly alter the scope of work or increase the level of effort required to complete the work, incorporating these changes will be negotiated as additional services before additional work is initiated.

Subtask 07.01-2 – Software

Project design and plans will be produced using MicroStation V8i and InRoads SS2, with the understanding that master files can be translated to AutoCAD at the completion of final design for final delivery to RTC, if required. ProjectWise will be used to organize CADD files.

Deliverables for Subtask 07.01

- Draft Design Criteria for Agency Review
- Final Design Criteria

Subtask 07.02 – Geotechnical Investigation

CONSULTANT will complete field and laboratory investigations and analyses to complete geotechnical reports and final geotechnical design recommendations for the Keystone Avenue Bridge Replacement Project. The field exploration will be guided by the Preliminary Geotech Memo and Geotechnical Exploration Workplan (Parametrix 2024). Detailed information on the exploratory borings is provided therein.

Subtask 07.02.01 – Geotechnical Borings

The geotechnical investigation will consist of five (5) soil borings for Keystone Ave. Bridge, and three (3) soil borings for retaining walls located at the north and south abutments. More details can be found in the Geotechnical Exploration Workplan (Parametrix 2024).

Subtask 07.02.01.01 Geotechnical Borings USACE and NDEP Permit Management

Consultant will provide permit management for the USACE 404 Nationwide Permit 6, NDEP 401 Water Quality Certification, and the NDEP Working in Waters (WiW) permit. It is standard for USACE 404 permit and NDEP 401 Water Quality Certification to require a report documenting construction activities including best management practices. Permit management will include conducting pre-construction biological surveys and a summary report, notifying the USACE with the proposed geotechnical drilling start date, conducting on-site monitoring during drilling KB-23-02 and KB-23-03, and the production of monthly and final reports. Specifically:

- Consultant will conduct pre-construction biological surveys for the following species:
 - Migratory birds – seven days prior to drilling
 - Bats – 14 days prior to drilling
- USACE 404 Nationwide Permit 6 Final Report
- NDEP 401 Water Quality Certification Final Report
- NDEP WiW Discharge Monitoring Reports (DMR's) - up to Six DMR's and a final report

Consultant will provide draft versions of the pre-construction survey results, DMR's and final reports to RTC for review and comment. After RTC's input, Consultant will finalize the above mentioned documents for agency submittal.

Consultant assumes no pre-construction survey will be needed for the Northwestern Pond Turtle for this is only required if drilling occurs in the month of October. Consultant is assuming drilling will occur in November.

Subtask 07.02.02 – Laboratory Testing

Laboratory testing will be conducted on representative soil samples to ascertain soil classifications, strength properties, and corrosion potential. Various tests will be performed, including:

- Index Properties: Determining moisture content, unit weight, grain size distribution, and plasticity of significant soil types.
- R-value Testing: Measuring the strength and expansion potential of subgrade soils to determine the subgrade soil resilient modulus for structural section design.
- Corrosion Testing: Assessing the corrosion potential to concrete by testing soils for soluble sulfates.

Subtask 07.02.03 – Bridge Foundation Analysis

Anticipated foundations may include shallow spread footings and cast-in-drilled hole (CIDH) drilled shafts. Key analyses will include:

- CIDH Piles: Axial Compression, Tension, and Lateral Capacities: Utilizing SHAFT v2023 software for axial capacity and settlement behavior of drilled shafts, considering multiple shaft diameters and tip elevations.
- CIDH Piles: Lateral Structural Analysis: Employing LPILE (or equivalent) to evaluate pile head deflections, bending moments, and shear force with depth. Geotechnical lateral design parameters will be provided by CONSULTANT's structural engineers.
- CIDH Piles: Settlement analysis for foundations.
- Spread Footings: Bearing capacity and settlement analysis for foundations.

Analysis and design for scour depths (long-term, contraction, and local) and appropriate protection measures will be conducted as per Subtask 07.06 - Hydraulics.

Subtask 07.02.04 – Wingwalls and Retaining Walls

CONSULTANT will provide anticipated design lateral loads including surcharge, static, and seismic. Bearing capacity and settlement analysis for embankments, wingwalls, retaining walls, and their foundations will be performed. Design of cantilever retaining wingwalls adjoining the bridge abutments and cantilevered retaining walls to support cuts/backfills will be completed.

Subtask 07.02.05 – Faulting and Seismicity

To determine the location of mapped earthquake faulting trending through or near the project site, a review of the following published information was completed:

1. USGS Website: Earthquake Hazards Program Quaternary Faults in Google Earth;
2. The USGS Interactive Fault Map.

Previous review indicates that no mapped faults traverse through the roadway alignment. However, regional faulting will also be evaluated and fault properties including magnitude and proximity will determine seismic parameters used for soil liquefaction analysis.

Design earthquake response spectra will be determined based on our geophysical studies (ReMi shear wave analysis), AASHTO references, and NDOT standards. Design ground accelerations will be determined for retaining wall lateral load analysis. Peak ground accelerations will be used to determine pseudo-static forces for slope stability analysis.

Soil liquefaction and lateral spreading potential will also be evaluated. If necessary as a mitigation measure against liquefaction and lateral spreading, mitigation measures will be introduced, analyzed and designed.

Subtask 07.02.05 – Geotechnical Investigation Report

Upon completion of field, laboratory, and office studies, a geotechnical design report will be completed for the project. General topics for the report are discussed below:

- Introduction, Site and Geologic Conditions, and Laboratory Testing
 - Description of the project site with the approximate locations of our explorations, shown on a Site Plan;
 - Descriptive logs of the explorations performed for this study;
 - Summary of geologic setting and soil profile;
 - Site Conditions;
 - Geologic cross-sections, where applicable;
 - Anticipated groundwater depths and effect on construction;
 - Results of laboratory tests and a description of test methods; and
 - Soil corrosion potential to concrete.
- Seismicity
 - Faulting including project site and regional to determine seismic parameters;
 - Seismic parameters for design including peak ground accelerations and spectral design response accelerations;
 - Seismic analysis including soil liquefaction and lateral spread potential;

- Seismic design parameters for wingwall and retaining wall lateral loading determination;
- Evaluation of relevant geologic hazards such as fault rupture and landslides; and
- Liquefaction triggering, lateral spreading and seismic settlement.
- Geotechnical Design Parameters
 - CIDH shaft axial compression, tension, and lateral resistances;
 - Allowable bearing pressures for spread footings type foundations including sliding friction values and passive pressures;
 - Appropriate footing depths and widths to consider frost depth protection and bearing capacity;
 - Lateral soil pressures including static and dynamic values for wingwall and retaining wall design;
 - Surcharge loading from traffic or other sources for retaining wall design.
- Structural Section
 - Subgrade soil resilient modulus for structural section design;
 - ESAL count analysis (Traffic study provided by CONSULTANT);
 - Full-depth structural section design for flexible pavement design.
- Construction Recommendations
 - Site preparation and grading including:
 - Foundation soils preparation recommendations;
 - Recommendations for embankment construction and material types;
 - General structural fill recommendations;
 - Suitability of site soils for use as structural fill and trench backfill.
 - Structural Section construction recommendations.
 - Anticipated construction difficulties

Deliverables for Subtask 07.02

- Draft and Final Pre-Construction Biological Surveys Short Report
- Draft and Final USACE 404 Final Report
- Draft and Final NDEP 401 Final Report
- Draft and Final NDEP WiW DMR's – up to six
- Draft and Final NDEP WiW Final Report
- One Draft version of Geotechnical Design Report at 30% Design Level
- One Final version of Geotechnical Design Report at 60% Design Level

Subtask 07.03 – Traffic Analysis and Design

New data collection will be performed per Subtask 03.04. Consultant will evaluate the special event data and determine the highest/worst case event traffic volumes of the three event time periods.

Consultant will assess the highest existing event condition with the proposed project configuration and make recommendations. Future year event conditions analysis would be highly speculative and is therefore excluded from this scope of work.

CONSULTANT will prepare a Traffic Operations Report that outlines event operations with the proposed configuration at the eight (8) study intersections.

Consultant will modify the traffic operations analysis to extend 20 years from construction/opening year (2047 or beyond). Consultant will submit the forecast years and forecasting methodology to NDOT for review and approval prior to finalizing the Traffic Operations Report.

The Traffic Operations Report will be expanded to address:

- Discussion of crash frequency and thresholds of significance for crash occurrences at the study intersections, and discussion of any intersections where the crash history indicates the need for improvements. Recommendations for improvements will be included where a need is identified.
- Additional consideration, discussion, and recommendations for alternative routes other than Booth Street during construction
- Provide formal analysis of lane reductions on Keystone Avenue between 2nd Street and the Foster Drive "ramps", including a conservative special event scenario. Collect AM and PM weekday peak period traffic turning movement counts and perform operations and queuing analysis for the 2nd Street/Keystone Avenue intersection. Add operations analysis for the 1st Street/Keystone Avenue intersection with reduced lanes. Present the findings and recommendations in the Traffic Operations Report.

CONSULTANT will prepare the plans, technical specifications, and engineer's estimate (PS&E) for traffic signal modifications at the following intersections:

- California/Keystone
- California/Booth
- Booth/Foster

CONSULTANT's work will include:

- Establishing new equipment locations consistent with the proposed intersection configuration (new pedestrian ramps, new pedestrian buttons, new poles, intersection reconfiguration, etc.)
- Coordinate the ADA accessible design for pedestrian buttons with the existing/proposed ped ramp locations with the civil design team
- Identifying any right-of-way impacts and areas for acquisition at a preliminary level, specific to signalization
- Reviewing the pole locations for utility conflicts and other design or implementation issues, specific to signalization, and provide a summary of potential issues and resolutions
- Design of new conduit, conductors, push button locations, detection, and other equipment
- Providing notes, equipment schedules, and conduit/conductor schedules
- PS&E submittals at the 30% (one plan sheet per location for scoping and cost estimating), 60%, 90%, and 100% design stages for RTC and City of Reno review
- Respond to agency review comments
- Special Technical Specifications based on City of Reno/NDOT standards at 90% submittal and beyond
- Engineer's Estimates at each deliverable stage
- Bid Items and Bid Item Clarifications for the work at 90% submittal and beyond

Deliverables for Subtask 07.03

- One Draft version of the Traffic Operations Report at 30% Design Level
- One Final version of the Traffic Operations Report following 30% Design level agency review
- Draft signal plan sheets at 30% Design Level
- Final signal plan sheets at 60% Design Level

Subtask 07.04 – Utility Coordination and Design

CONSULTANT will perform a field review of the utilities identified in the utilities matrix to confirm and update the utility matrix and utilities base map. CONSULTANT will coordinate Sub-surface Utility Engineering (SUE) services to determine horizontal and vertical locations of underground utility facilities. As stated in Subtask 03.06 – the different levels of SUE services will be used to locate underground utilities in the project areas. CONSULTANT will determine prior rights and identify difficult potential moves and time frames. The goal of early investigation is to minimize conflicts through better/smarter design and to get utility companies to start thinking, planning and preparing early for unavoidable adjustments.

The utility activities are as follows:

Subtask 07.04.01 – Utility Identification (30%)

- Interview utility owners and confirm the facilities are horizontally located as represented in the project utility map.
- Develop utility owner contact information
- Coordination QL-C and QL-B locations
- Coordination for survey of QL-B markings
- Review the right of way and utility plans to determine liability for relocation.

Subtask 07.04.02 – Identify Potential Conflicts (30%)

- Conduct interviews with design team to determine utility relocation and easement requirements
- Update utility matrix based on updated design and horizontal locations.
- Coordinate utility information meeting (meeting agenda and presentation)
- Hold utility information meeting (virtual meeting with all utility owners represented)
- Compile initial utility company cost estimates
- Perform QC Review (included in subtask 01.04)

Subtask 07.04.03 – Initial Design Utility Coordination (60%)

- Re-evaluate Utility Conflicts
 - Revise utility matrix based on updated design and pothole information
 - Identify locations for SUE level A (Pothole) verification
 - Coordinate Survey for potholes
- Hold Utility Design Meeting (virtual meeting with all utility owners represented))
- Request Utility Company relocation plans, schedules, and cost estimates
- Review utility Company's relocation plans, schedules, and cost estimate and coordinate between the utility and the project on an acceptable plan.
- Perform QC Review (included in subtask 01.04)

Subtask 07.04.04 Complete Utility Designs (60%)

- Coordinate with Project Team Members

- Include utilities (existing and relocations) in plans and profiles sheets
- Develop utility relocation file (to be referenced into other designs). Individual utility sheets will not be completed.
- Coordinate with Utility Owners for plan review and comments
- Develop Utility Relocation Cost Estimate
- Perform QC Review (included in subtask 01.04)

Subtask 07.04.05 Complete Utility Plans and Documents (90%)

- Address 60% Review Comments
- Finalize Utility Relocation file
- Finalize Utility Relocation Cost Estimate
- Develop Utility Relocation Project Documents
- Perform QC Review (included in subtask 01.04)

Subtask 07.04.06 Final Design Utility Coordination (90%)

- Hold Final Utility Design Meeting
- Review Utility Company Plans, Schedules, and Cost Estimates

Subtask 07.04.07 Prepare and Obtain Utility Agreements and Certifications (90%)

- Complete Utility Agreements
- Provide the utility portion of the Right of Way Certification document.
- Perform QC Review (included in subtask 01.04)

Deliverables for Subtask 07.04

- Utility Base Map for Project Area, updated at 30% and 60% Design Level (included in subtask 03.06)
- Utility Conflict Matrix for Project Area, updated at 30% and 60% Design Level
- Utility relocation files (to be included as a reference for other plans/profiles sheets)
- Utility agreements w/ relocation plans, schedules and cost estimates
- Utility Meeting minutes

Subtask 07.05 – ROW Support

CONSULTANT will provide the following in support of RTC ROW efforts:

- Order five (5) title reports
- Review and revise eight (8) sets of plat maps and legal descriptions
- Order and review four (4) review appraisal reports [011-134-04 and 05 are combined parcels and are considered the larger parcel]

Subtask 07.06 – Hydraulics

CONSULTANT will perform hydraulic analysis and identify engineering solutions that meet flood capacity requirements, reduce flood hazard and facilitates project construction. CONSULTANT will provide hydraulic analysis necessary to secure permits and regulatory approval for project implementation.

The RTC will provide the CONSULTANT with relevant GIS data from the City of Reno and Washoe County, including, but not limited to:

- Washoe County 2' topography

- Washoe County aerial photography
- City of Reno Active Sewer and Drainage System

Subtask 07.06-1 – Refinement of Existing Hydraulics Models

CONSULTANT has already obtained Carson Truckee Water Conservancy District (CTWCD) and TRFMA hydraulic models for the project area. The CONSULTANT will refine the existing condition river hydraulic models for use with development of, and comparison to, post development conditions. Design flows will utilize those established by the CTWCD and TRFMA. Independent hydrology to establish river flows will not be performed, the established flows provided by CTWCD and TRFMA will be used. Existing condition hydraulic model refinements will utilize:

- Latest available hydraulic models received from the CTWCD and TRFMA
- 2015 Surface and bathymetric lidar data collected by HDR for the TRFMA
- Project specific field survey

Subtask 07.06-2 – Proposed Condition Models

CONSULTANT will utilize proposed condition bridge geometry, as presented in the Feasibility Study, and incorporate additional design refinements that result from bridge design development to create proposed condition CTWCD and TRFMA models.

Subtask 07.06-3 – Construction Stage Hydraulic Model

CONSULTANT will provide construction-stage hydraulic modeling, based on the refined CTWCD model, to assess temporary changes to river geometry resulting from work done in the river to needed for bridge construction.

Subtask 07.06-4 – Scour Analysis and Design

CONSULTANT will provide scour analysis and provide scour mitigation meeting the requirements of the TMRDM, NDOT and USACE. The CTWCD does not have independent published design criteria requirements.

Deliverables for Subtask 07.06

- Updated Draft Hydrology and Bridge Hydraulics Report at 30% Design Level
- Final Hydrology and Bridge Hydraulics Report, including digital files at 60% Design Level
- FEMA “No-Rise” certificate and memorandum

Subtask 07.07 – Local Drainage Design

This subtask is covered under subtask 08.06 and 09.02.

Subtask 07.08 – Constructability

CONSULTANT will conduct comprehensive constructability reviews at the preliminary, 60%, and 90% design stages. These reviews will inform the development of engineering, define and confirm the area of potential effect, and guide stakeholder interactions. The Constructability Reports (draft and final versions) will address the following key aspects:

- River Crossing Logistics

- Evaluate access needs across the river
- Assess the necessity for temporary work trestles
- Analyze options for girder erection locations
- Construction Methodology
 - Develop detailed construction sequencing plans
 - Identify and evaluate construction access routes
 - Determine optimal staging areas for each project focus area
 - Propose strategies to minimize construction impacts on the surrounding environment and community
- Traffic Management
 - Design Maintenance of Traffic (MOT) plans
 - Develop pedestrian detour routes
 - Create a protection plan for Riverside Dr., including work window requirements
- Structural Considerations
 - Evaluate foundation and substructure construction methods
 - Assess falsework requirements and design
 - Analyze girder and overall structure erection techniques
- Environmental and Community Impact
 - Identify potential environmental concerns related to construction activities
 - Propose mitigation measures for noise, dust, and vibration
 - Assess impact on local businesses and residents during construction
- Schedule and Phasing
 - Develop a preliminary construction schedule
 - Identify critical path activities and potential bottlenecks
 - Propose phasing strategies to optimize project timeline and minimize disruptions
- Safety Considerations
 - Identify potential safety hazards during construction
 - Propose safety measures and protocols for high-risk activities
 - Evaluate emergency access requirements during construction
- Stakeholder Coordination
 - Identify key stakeholders affected by construction activities
 - Propose communication strategies for keeping stakeholders informed
 - Recommend opportunities for stakeholder input on construction-related decisions

The constructability review will focus on optimizing the construction process while minimizing impacts on the environment, local community, and traffic flow. CONSULTANT will leverage industry best practices and innovative construction techniques to ensure efficient and safe project delivery.

Deliverables for Subtask 07.08

- One Draft version of Constructability Review Report at 30% Design Level
- One Final version of Constructability Review Report at 60% Design Level
- Refer to Subtask 8.10, 9.04, 10.02, and 11.01 – Bridge and Structures Removal and Construction

Sequence Sheets

Subtask 07.09 – Roadway Staging & MOT

This subtask includes construction phasing/staging/sequencing plans for the bridge replacement and roadway improvement. These plans will include proposed Maintenance of Traffic (MOT), detours, ROW lines, limits of grading and construction for each phase, components of proposed infrastructure to be constructed during each phase, construction phasing notes, proposed laydown areas, and components of existing infrastructure to be protected in place, relocated, removed, salvaged, or demolished.

Plans and specifications will be prepared assuming temporary construction elements will be engineered and detailed by the CONTRACTOR, including but not limited to any temporary structure crossing Truckee River and temporary shoring systems.

Deliverables for Subtask 07.09

- Refer to Subtask 8.10, 9.04, 10.02, and 11.01 – Roadway Construction Sequencing Sheets
- Refer to Subtask 8.10, 9.04, 10.02, and 11.01 – MOT Sheets

TASK 08 – PRELIMINARY (30%) DESIGN

CONSULTANT will further evaluate and refine the proposed alternative(s) and additional recommendations identified in the Feasibility Study.

Subtask 08.01 – Conceptual Refinement and Workshop

CONSULTANT will perform early refinement of the conceptual alternatives from the feasibility phase during the initiation of preliminary engineering (30% design). The refinement's goal is to achieve concurrence on critical design aspects and set a path for the preliminary through final design. This will establish a solid foundation for continued design development. The areas for refinement include:

- California / Keystone Intersection Vehicle Design
- California Avenue Bike and Pedestrian Configuration
- Booth Street Bike and Pedestrian Improvements
- Idlewild Intersection Safety Improvement
- Jones Street Intersection Connectivity

CONSULTANT will share these revised alternatives with RTC and City of Reno in up to two Design workshops. In addition to being informational, the goal of these workshops is to solicit feedback and obtain concurrence for advancing the 30% design with the refined proposed alternatives.

Work on Task 08 shall begin after full agreement from RTC and the City of Reno has been made for alternatives for each area of refinement.

Deliverable for Subtask 08.01

- Updated roadway plans from feasibility phase for the five refinement areas
- Workshop meeting minutes

Subtask 08.02 – Survey Control

A Survey Control Map shall be prepared showing all horizontal control, vertical control and boundary control monuments included in the control survey with the relevant horizontal coordinates and elevations annotated. It shall also show all roadway alignments, right-of-way lines, property lines and easement lines established for the project along with all necessary annotation to describe the geometry of this linework.

Unless waived by the City Surveyor the Survey Control Map shall be formatted as a Record of-Survey. If the Record-of-Survey requirement was waived, the completed Survey Control Map shall be formatted as specific plan sheet(s) to be sealed by the PLS.

Deliverables for Subtask 08.02

- Preliminary PDF file of the completed Survey Control Map (record-of-survey or plan sheets)
- CAD file containing all cadastral linework
- Point file containing all survey control points if not contained in the CAD file
- All field raw data files and field notes pertaining to the control survey
- Survey Control / Right of Way Sheets - Refer to subtask 08.10 – 30% Plan Set

Subtask 08.03 – Roadway

CONSULTANT will develop Roadway plans, including pedestrian and bicycle elements, designed in accordance with design criteria developed in sub-task 08.01. Design exceptions are not anticipated; however, where an exception has been included as part of the design, CONSULTANT will prepare a list of the exceptions identifying station limits, standards, and potential mitigations.

The roadway plans will include Title Sheet, Typical Cross Sections, Key Map and Line Index, Layouts, Profile and Superelevation Diagrams, Construction and Intersection Details, Erosion Control Plan, Erosion Control Details and Quantities.

The calculations will include Geometric Traverse and right of way (ROW), Slope Staking Notes, Grid Grades, Profile, Earthwork Quantities, and Other Quantities.

Deliverables for Subtask 08.03

- Index of Sheets, General Notes, Legend, and Abbreviations – Refer to subtask 08.10 – 30% Plan Set
- Roadway – Plan and Profile Sheets – Refer to subtask 08.10 – 30% Plan Set
- Removals and Construction Sequence Sheets – Refer to subtask 08.10 – 30% Plan Set

Subtask 08.04 – Structures

CONSULTANT will perform a bridge and retaining wall type selection analysis evaluating constructability, construction cost and schedule, aesthetics, and long-term maintenance considerations. Type selection analyses will be performed in coordination with input gathered from stakeholder working groups and from the public involvement program. CONSULTANT will prepare a draft report summarizing type selection evaluations and including preliminary bridge scour analysis and preliminary drawings depicting Plan, Elevation and Typical Section for the bridge and retaining walls.

CONSULTANT will submit the draft to RTC, City of Reno, and NDOT for review and comment. CONSULTANT will incorporate agency feedback and issue a final report sealed and signed by the responsible engineer.

Deliverables for Subtask 08.04

- Structure General Plans – Refer to subtask 08.10 – 30% Plan Set
- Draft Type Selection Report for agency review
- Final Type Selection Report

Subtask 08.05 – Signing and Striping

As partially covered in subtasks 08.04 and 08.05, this task includes the comprehensive design, specification, and implementation plan for all road markings, traffic signs, and pavement delineators throughout the project area. This encompasses conducting a thorough site assessment, developing detailed plans for temporary and permanent pavement markings, designing and locating all necessary traffic control signs.

Deliverables for Subtask 08.05

- Signing/Striping Sheets – Refer to subtask 08.10 – 30% Plan Set

Subtask 08.06 – Drainage

This scope is based upon the drainage criteria outlined by the Truckee Meadows Regional Drainage Manual (TMRDM), Truckee Meadows Structural Controls Design and Low Impact Development Manual. TMRDM section 709.2 North Valleys requires volumetric analysis within the Swan Lake basin to be based on the 100-year, 10-day storm event, while routing of peak flows shall be based on the 100-year, 24-hour storm event.

CONSULTANT will obtain and review existing drainage studies which pertain to the project area.

Subtask 08.06.1 – Local Off-site Drainage

CONSULTANT will analyze existing offsite hydrology utilizing the Truckee Meadows Regional Drainage Manual, and applicable elements of the Orange Book as guidance. Analysis will include:

- Off-site watershed basins will be delineated using USGS StreamStats. Existing offsite peak flow rates from contributing basins might need to be calculated for the 25- and 100-year design storm events, per the TMRDM. Off-site watersheds will be modeled using SCS HEC-1.
- Hydraulic modeling of existing storm drains that discharge to the Truckee River within the limits where changes to river hydraulics or river geometry is anticipated

It is assumed no off-site storm drainage facility design will be required, except to conform with proposed changes that result from proposed bridge and river geometry at discharge points

Subtask 08.06.2 – Local On-site Drainage

Onsite peak flow rates will be calculated for the 5-, 10-, and 100-year storm events at key design points. Watershed basins in the project area will be delineated using surface from survey. On-site watersheds will be modeled using the Rational Formula. These design flows will be used to measure impacts of project improvements on peak flow values, to determine locations where additional or upgraded drainage facilities are required to meet street flow criteria.

Subtask 08.06.3 – USACE 408 Permit Application Technical Report

The CONSULTANT will package a technical report, including narrative, hydraulic models, associated calculations, and other materials required for the application of a USACE Section 408 permit. This will include refined existing, proposed and construction-stage models for the 14,000 cfs regulatory flow. The CONSULTANT will coordinate with, and address comments from, the CTWCD and USACE as required to satisfy the Section 408 Permit's hydraulic requirements.

CONSULTANT will estimate street surface flow characteristics (i.e. depth, velocity, spread width/dry lane, and velocity times depth) using Manning’s Equations for 5-, 10-, and 100-year design storm events.

CONSULTANT will evaluate existing drainage facilities to ensure they meet drainage criteria using Manning’s Equation for roadside ditches and storm drain facilities, and HEC-22 for drop inlets.

CONSULTANT will complete preliminary (30%) design of proposed drainage facilities (culverts, roadside ditches, drop inlets, and storm drain facilities) to meet drainage criteria. Where possible, use of and tie-ins into existing drainage systems along Keystone Avenue will be incorporated into the design. CONSULTANT will prepare a 30% Hydraulic Design Report.

Deliverables for Subtask 08.06

- Drainage – Plan and Profile Sheets – Refer to subtask 08.10 – 30% Plan Set
- Draft Drainage Design Report

Subtask 08.07 – Lighting & Electrical

Electrical design will include any required new street lighting, relocating, and/or removing the existing street lighting, irrigation control power, miscellaneous electrical connections (if any), electrical service points for lighting and signalized intersections, and coordination with NV Energy for any electrical utility relocations and any new service requirements. CONSULTANT will provide conceptual alternatives for the lighting along the Keystone Corridor and under the bridge along Riverside Drive. CONSULTANT will provide photometric calculations, electrical load and voltage drop calculations.

The electrical design will include all necessary power locations, conduit, wiring, boxes, electrical requirements for the lighting system and power distribution services for all the items listed above.

Lighting design for the 30% submittal will be conceptual only. No detailed analysis will be completed at the 30% design for lighting. More detailed analysis will be completed at the 60%, and 90% Design Levels.

Deliverables for Subtask 08.07

- Draft Lighting and Electrical Calculations Report
- Lighting Concept Report

Subtask 08.08 – Landscape & Aesthetics

The CONSULTANT will conduct a comprehensive data collection to evaluate and document existing landscaping and aesthetics features such as:

- Existing landscaping including turf, trees, shrubs and irrigation
- Topography- drainage and high/low points
- Views
- Access — vehicular including maintenance access and pedestrian access
- Existing features — lighting, fencing, site furnishings, railings, pilasters, textures, paving and public art.
- This effort will be concentrated into the following areas:
 - Riverside Drive undercrossing the bridge
 - Booth Street from California Avenue to Riverside Drive
 - Keystone Bridge and Roadway bounded by West 1st Street on the north
 - California/Keystone Intersection

CONSULTANT will prepare two proposed Aesthetics and Landscape Palettes for each of areas. The palettes will include the proposed landscaping and aesthetics features such as sidewalk paving, railings and railing textures and patterns, retaining wall and wingwall textures and patterns, tree grates, site furnishings, pedestrian scaled decorative lighting, planters, planter walls, and locations for public art. These palettes will be shared with the PDT for input and review. Subsequently, they will be presented in the third public meeting for input.

CONSULTANT will prepare visualizations to support this subtask as detailed in subtask 02.10.

CONSULTANT will prepare 30% drawings for Landscape, Irrigation, Site Materials, and Detail Sheets.

Deliverables for Subtask 08.08

- Draft Aesthetics and Landscape Palettes
- Cost Estimate
- Specification List

Assumptions

- Keystone Avenue: Naturalized landscape areas will incorporate seed areas, mulch, and soil amendments. New features will include functional elements (lighting, benches) and aesthetic elements (murals, sculptures). Temporary irrigation may be needed for the establishment of seed areas.
- Booth Street: Park strips will feature trees, shrubs, mulch, topsoil, organic amendments, and automatic irrigation.
- Riverside Drive Undercrossing: Landscape will include potential street furnishings (picnic tables), accent boulders, lighting, higher quality hardscape, informational signage, and other aesthetic elements.
- Construction Damage: Adjacent landscaping and irrigation damaged during construction will be repaired or replaced as needed.
- Placemaking Opportunities: The California & Keystone gateway will incorporate sculpture, signage, and other placemaking elements.
- Plant Selection: Plant selection will prioritize native or regionally adapted species. Mulch to be both organic and inorganic, placement depends on the context.
- Public art integration may be included on the architectural finish of bridge elements

Subtask 08.09 – Internal Design Coordination Meetings

Coordination will occur within the respective tasks.

Subtask 08.10 – Preliminary (30%) Plans

Plan sheets will be drafted electronically at full size, 1"=20' scale, on 22" x 34" size paper, and PDF full size, but printed at only half size, 1"=40' scale, on 11" x 17". The following is a listing of plan sheets (and amount of detail) anticipated in the project contract documents for the 30% submittal:

- Index of Sheets, General Notes, Legend, and Abbreviations (2)
- Roadway – Plan and Profile Sheets (15)

Exhibit A – Scope of Services

- Horizontal curve data, bearings, distances, station and offsets for angle points, tapers, and curves
- Preliminary locations for curbs, gutters, and sidewalk
- Preliminary road widths / Roadway lane configurations
- Vertical grade and curve data
- Superelevation Diagram
- Plan view over profile view stacked window layout
- Utilities
- Typical Sections (10)
- Structure General Plans (3)
 - Plan, elevation and typical sections of existing and proposed bridge
 - Plan, elevation and typical sections of proposed retaining walls and wingwalls
 - Bridge and Structures Removal and Construction Sequence
- MOT Sheets (4)
 - Proposed MOT plans
- Signal Sheets (4)
 - Traffic Signal Demolition Plan
 - Traffic Signal Improvement Plan
 - Traffic Signal Schedule
 - RRFB Improvement Sheet
- Signing/Striping Sheets (15)
 - Double plan view, stacked windows
 - Proposed striping showing lane arrangements including turn lanes, storage lengths, acceleration lanes, and deceleration lanes
 - Proposed striping for the bikeway improvements
 - Proposed Signing for corridor, multi-use path and bikeway improvements
- Survey Control / Right of Way Sheets (3)
 - Existing Right of Way limit
 - Schedule of coordinates, basis of bearing, stationing and offsets, survey control table
 - coordinates, and datum statement
 - Preliminary right of way impacts
- Drainage – Plan and Profile Sheets (10)
 - Plan view over pipe profile view stacked window layout
 - Locations of existing and proposed drainage facilities
 - Locations of utilities shown in plan view

Exclusions from the 30% Scope of Work:

- Specific/Custom details will not be prepared
- Utility specific generated design (water, gas, etc.), as necessary, resulting from utility conflicts, will not be prepared
- Site reconstruction plans for adjacent properties will not be prepared
- Geometric Control and Grading Plans will not be prepared
- Drainage Details will not be prepared
- Retaining Wall Plans will not be prepared

- Detailed analysis for lighting and electrical will not be completed
- Cross Sections will not be included in the plans or provided to the agency(s)
- No public art design is included, nor identification of potential location(s)

Deliverables for Subtask 08.10

- Draft Preliminary General Plans for Agency Review
- Final Preliminary General Plans for Agency Review

Subtask 08.11 – 30% Cost Estimate

CONSULTANT will prepare a unit price engineer’s estimate of probable construction cost in the same format as the bid proposal form to be included in the contract documents. Bid item numbers will correspond to the appropriate sections in the RTC’s Orange Book.

Deliverables for Subtask 08.11

- Preliminary Engineer’s Cost Estimate

Subtask 08.12 – 30% Construction Schedule

CONSULTANT will prepare a preliminary construction schedule. The 30% level schedule will consider seasonal restrictions and include consideration of concurrent work along the corridor. The schedule will be used to compare alternatives and support selection of a preferred alternative.

Deliverables for Subtask 08.12

- Preliminary Construction Schedule

Subtask 08.13 – 30% Technical Provisions

Special Technical Provisions will not be prepared at the 30% Submittal.

Subtask 08.14 – 30% QA/QC

CONSULTANT will perform quality assurance/quality control on all plans and documents as described in the Quality Control Plan.

Subtask 08.15 – 30% Submittal

CONSULTANT will submit 30% Design Documents and instructions for providing review comments to the agencies and utility companies including as summarized below:

- Electronic Distribution of following deliverables to RTC, City of Reno, and NDOT:
 - 30% design plans
 - Draft Design Criteria for Agency Review
 - Final Design Criteria
 - Preliminary PDF file of the completed Survey Control Map (record-of-survey or plan sheets)
 - CAD file containing all cadastral linework
 - Point file containing all survey control points if not contained in the CAD file
 - All field raw data files and field notes pertaining to the control survey
 - Draft Type Selection Report for agency review

- Final Type Selection Report
- Draft version of Geotechnical Design Report at 30% Design Level
- Draft version of the Traffic Operations Report at 30% Design Level
- Draft version of Drainage Design Report at 30% Design Level
- Draft Lighting and Electrical Calculations Report
- Draft Aesthetics and Landscape Palettes
- Updated Draft Hydrology and Bridge Hydraulics Report at 30% Design Level
- Preliminary Engineer’s Cost Estimate
- Preliminary Construction Schedule
- Draft version of Constructability Review Report at 30% Design Level
- Electronic Distribution of Review Comment Instructions & Comment Form
- To Utility Companies with facilities in the area:
 - Electronic Distribution of 11” x 17” PDF of 30% design plans
 - Electronic Distribution of Review Comment Instructions & Comment Form

Subtask 08.16 – 30% Review and Comment Resolution

CONSULTANT will consolidate and respond to the 30% design review comments. A comment resolution meeting will be held with 6 CONSULTANT attendees if comments are extensive and need agency coordination before advancing the design to the 60% level.

Subtask 08.17 – 30% Value Engineering Workshop

A VE workshop is not included in this scope. If CMAR is selected and coordination is necessary, or if a VE workshop is desired, discretionary budget may be included in Task 14.

TASK 09 – 60 PERCENT DESIGN

Incorporating agency comments from the 30% design review, CONSULTANT will advance the design and prepare 60% design plans, a corresponding 60% preliminary opinion of the probable construction cost estimate, and 60% technical specifications.

Subtask 09.01 – Structures

Bridge design will advance to a 60% submittal based on the recommendations of the Bridge Type Selection Report.

Deliverables for Subtask 09.01

- Refer to subtask 09.04 – 60% Plan Set

Subtask 09.02 – Drainage Analysis

CONSULTANT will progress the drainage design and report to a 60% design level.

Deliverables for Subtask 09.02

- Draft 60% Drainage Design Report for agency review
- Final 60% Drainage Design Report

Subtask 09.03 – Landscape & Aesthetics

Draft Aesthetics and Landscape Palettes developed in the 30% phase will be further revised and modified. The updated palettes will be shared with the PDT and public for review and input to finalize. Final Aesthetics and Landscape Palettes will be included in the 60% Design to maintain the overall Project schedule

CONSULTANT will 60% drawings for Landscape, Irrigation, Site Materials, and Detail Sheets.

Deliverables for Subtask 09.03

- Final Aesthetics and Landscape Palettes
- 1-part Specifications (included in subtask 09.07)
- Cost Estimate

Subtask 09.04 – 60% Plans

Plan sheets included in the 30% submittal, as listed in subtask 08.10, will be advanced to the 60% level of detail. Additional sheets to be included are:

- Roadway Construction Sequencing Sheets (24)
 - Existing Utilities and Proposed Utility adjustments/relocations
 - Existing ground contours at 1' interval
 - Construction Sequence
- Signal Sheets (2)
 - Traffic Signal Detail Sheet
 - RRFB Detail Sheet
- Drainage – Plan and Profile Sheets (5)
 - Locations of utility crossings in pipe profile view
 - Proposed ground contours at 1' interval
 - Pipe profiles
- Removal Sheets (15)
- Summary Sheets (15)
- Geometric Control (5)
- Geometric control and grading plan information for sidewalks, ADA ramps, driveways, and any other feature needing geometry/grading defined for construction (10)
- Utility specific generated design (water, gas, etc.), as necessary from utility conflicts (5)
- Bridge Plan Sheets (42)
- Retaining Wall or other Special Structural Features (22)
- Detailed analysis for lighting and/or electrical (3)
- Additional Detail Sheets (4)
- Additional Irrigation Sheets (8)
- Landscape – Plan Sheets (17)
 - Plant Selection
 - Site Materials
 - Limit of disturbance
 - Landscape Detail Sheets

Exclusions from the 60% Scope of Work:

- Cross Sections will not be included in the plans or provided to the agency(s)
- No public art design is included, nor identification of potential location(s)

Subtask 09.05 – 60% Cost Estimate

CONSULTANT will advance the detailed unit price engineer’s estimate of probable construction cost to the 60% design level.

Deliverables for Subtask 09.05

- Cost Estimate at 60% Design Level

Subtask 09.06 – 60% Construction Schedule

CONSULTANT will advance the 30% level schedule to the 60% design level

Deliverables for Subtask 09.06

- Construction Schedule at 60% Design Level

Subtask 09.07 – 60% Technical Provisions

CONSULTANT will be provided with the most recent RTC Technical Specifications templates. Technical provisions will reference Revision 8 of the 2012 Edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for changes to the standards or unique site conditions not adequately covered in the Orange Book. CONSULTANT will prepare 60% technical provisions which will include a detailed outline of the technical provisions for those items not identified as part of the Standard Specifications.

Deliverables for Subtask 09.07

- Technical Specifications at 60% Design Level

Subtask 09.08 – 60% QA/QC

CONSULTANT will perform quality assurance/quality control on all plans and documents as described in the Quality Control Plan.

Subtask 09.09 – 60% Submittal

CONSULTANT will submit 60% Design Documents and instructions for providing review comments to the agencies and utility companies including as summarized below:

- Electronic Distribution of following deliverables to RTC, City of Reno, and NDOT:
 - 11” x 17” PDF of 60% design plans
 - Draft version of Geotechnical Design Report at 60% Design Level
 - Draft version of the Traffic Operations Report at 60% Design Level
 - Draft version of Drainage Design Report at 60% Design Level
 - Final Aesthetics and Landscape Palettes
 - Final Hydrology and Bridge Hydraulics Report, including digital files at 60% Design Level
 - Engineer’s Cost Estimate at 60% Design Level

- Construction Schedule at 60% Design Level
- Technical Specifications at 60% Design Level
- Final version of Constructability Review Report at 60% Design Level
- 30% Review Comment Responses
- Electronic Distribution of Review Comment Instructions & Comment Form
- To Utility Companies with facilities in the area:
 - Electronic Distribution of 11" x 17" PDF of 60% design plans
 - Electronic Distribution of Review Comment Instructions & Comment Form

Subtask 09.10 – 60% Review and Comment Resolution

CONSULTANT will consolidate and respond to the 60% design review comments. A comment resolution meeting will be held with 6 CONSULTANT attendees if comments are extensive and need agency coordination before advancing the design to the 90% level.

TASK 10 – 90 PERCENT DESIGN

Incorporating agency comments from the 60% design review, CONSULTANT will advance the design and prepare 90% independent check calculations report, 90% design plans, a corresponding 90% preliminary opinion of the probable construction cost estimate, and 90% technical specifications. For the 90% design submittal, there will be no outstanding design questions.

Subtask 10.01 – Structures Independent Review

CONSULTANT will perform an independent review of the structural plans as well as quality assurance (QA) review of the structural design calculations report. Independent analysis of the primary bridge components (girders, bent caps, and foundations) for staged construction and at the final stage will be performed. No other independent analysis or calculations will be prepared. The reviewer and the designer will resolve any disagreements and concur on any revisions to the contract plans before finalizing the design.

Deliverables for Subtask 10.01

- Refer to subtask 10.02 – 90% Plan Set
- Design calculation package
- Redline of plans
- Redline of design calculation package

Subtask 10.02 – 90% Plans

Plan sheets included in the 60% submittal will be advanced to the 90% level of detail. Twenty additional sheets are assumed to be included. Additional new sheets to be included are:

- Additional Landscape Sheets (4)
 - Details
 - Overall Sheet

Subtask 10.03 – 90% Cost Estimate

CONSULTANT will advance the detailed unit price engineer's estimate of probable construction cost to the 90% design level.

Deliverables for Subtask 10.03

- Cost Estimate at 90% Design Level

Subtask 10.04 – 90% Construction Schedule

CONSULTANT will advance the 60% level schedule to the 90% design level.

Deliverables for Subtask 10.04

- Construction Schedule at 90% Design Level

Subtask 10.05 – 90% Technical Provisions

CONSULTANT will provide detailed technical specifications for the outline created at the 60% submittal, and any additional items as determined during the 90% design. Technical provisions will reference Revision 8 of the 2012 Edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items.

A draft Traffic Management Plan (TMP) will be included with the 90% specifications. The TMP will summarize possible construction phasing and include temporary traffic control concepts (no formal plan sheets), and other pertinent information to allow the contractor to develop temporary traffic control plans for approval by the Agencies.

Deliverables for Subtask 10.05

- Draft 90% Technical Provisions
- Draft Traffic Management Plan (TMP)

Subtask 10.06 – 90% QA/QC

CONSULTANT will perform quality assurance/quality control on all plans and documents as described in the Quality Control Plan.

Subtask 10.07 – 90% Submittal

CONSULTANT will submit 90% Design Documents and instructions for providing review comments to the agencies and utility companies including as summarized below:

- Electronic Distribution of following deliverables to RTC, City of Reno, and NDOT:
 - 11" x 17" PDF of 90% design plans
 - Engineer's Cost Estimate at 90% Design Level
 - Construction Schedule at 90% Design Level
 - Technical Specifications at 90% Design Level
 - Draft Traffic Management Plan (TMP)
 - Final version of Constructability Review Report at 90% Design Level
 - 60% Review Comment Responses
 - Electronic Distribution of Review Comment Instructions & Comment Form
- To Utility Companies with facilities in the area:
 - Electronic Distribution of 11" x 17" PDF of 90% design plans
 - Electronic Distribution of Review Comment Instructions & Comment Form

Subtask 10.08 – 90% Review and Comment Resolution

CONSULTANT will consolidate and respond to the 90% design review comments. A comment resolution meeting will be held with 6 CONSULTANT attendees if comments are extensive and need agency coordination before advancing the design to the final level.

TASK 11 – FINAL (100 PERCENT) DESIGN

Incorporating agency comments from the 90% design review, CONSULTANT will advance the design and prepare 100% structures design and independent calculations report, 100% design plans, a corresponding 100% preliminary opinion of the probable construction cost estimate, and 100% technical specifications.

Subtask 11.01 – 100% Plans

Plan sheets included in the 90% submittal will be advanced to the 100% level of detail. Twenty additional sheets are assumed to be included.

Subtask 11.02 – 100% Cost Estimate

CONSULTANT will advance the detailed unit price engineer’s estimate of probable construction cost to the 100% design level.

Deliverables for Subtask 11.02

- Final Cost Estimate

Subtask 11.03 – 100% Construction Schedule

CONSULTANT will advance the 90% level schedule to the 100% design level.

Deliverables for Subtask 11.03

- Final Construction Schedule

Subtask 11.04 – 100% Technical Provisions

CONSULTANT will advance the technical specifications to the final.

Deliverables for Subtask 11.04

- Final Technical Provisions
- Final Traffic Management Plan (TMP)

Subtask 11.05 – 100% QA/QC

CONSULTANT will perform quality assurance/quality control on all plans and documents as described in the Quality Control Plan.

Subtask 11.06 – 100% Submittal

CONSULTANT will submit 100% Design Documents and instructions for providing review comments to the agencies and utility companies including as summarized below:

- Electronic Distribution of following deliverables to RTC, City of Reno, and NDOT:

- 11" x 17" PDF of Final design plans
- Final Engineer's Cost Estimate
- Final Construction Schedule
- Final Technical Specifications
- Final Traffic Management Plan (TMP)
- Final version of Constructability Review Report
- 90% Review Comment Responses
- Electronic Distribution of Review Comment Instructions & Comment Form
- To Utility Companies with facilities in the area:
 - Electronic Distribution of 11" x 17" PDF of 100% design plans
 - Electronic Distribution of Review Comment Instructions & Comment Form

Subtask 11.07 – 100% Review and Comment Resolution

CONSULTANT will consolidate and respond to the 100% design review comments. Comment period of two (2) weeks is assumed. A comment resolution meeting will be held with 6 CONSULTANT attendees if comments are extensive and need agency coordination before advancing the design to the final level.

TASK 12 – ENVIRONMENTAL STUDIES, DOCUMENTATION AND SUPPORT SERVICES

CONSULTANT shall provide environmental services up to and including completion of the National Environmental Policy Act (NEPA) process. For this scope, the process to complete an Environmental Assessment (EA) is included, with an expected outcome being a fully documented Categorical Exclusion (CE). CONSULTANT will identify foreseeable potential actions that would require federal agency review and provide recommendations as to the potential project development considerations that may be encountered.

The Truckee River is a federal and state jurisdictional aquatic resource. Specifically, it is a US Army Corps of Engineers (USACE) regulated water of the United States (WOUS), and a water of the State of Nevada (WoS), which is regulated by the Nevada Division of Environmental Protection (NDEP). Environmental surveys and technical memoranda covered herein will be used to support regulatory permitting with the USACE and NDEP described in Task 13. In addition, the Truckee River is a USACE Civil Works project where USACE the Carson-Truckee Water Conservancy District (CTWCD) is the local sponsor. Technical memoranda will support the USACE Section 408 review process to illustrate that this project does not harm the USACE Truckee River project or the public, specifically regarding the maintenance and flood fighting capabilities of the river.

The environmental tasks, activities, and deliverables provided by the CONSULTANT include the following:

- Notice of Intent to Study, Scoping, Purpose and Need Statement, and Alternatives Development
- Plan, schedule, and support all Public Information Meetings
- Develop a Draft NEPA document to include data collection, investigation, analysis, and documentation of significant impacts and proposed mitigation measures
- Dissemination of draft document for agency and public review and comment and response preparation
- Develop Final NEPA document
- Preparation of draft Final Design Report for NDOT's submittal to FHWA

- Data collection and field investigation
- NEPA coordination with NDOT and resource agencies
- Regulatory coordination with US Army Corps of Engineers, Nevada Division of Environmental Protection, Nevada Division of State Lands

Subtask 12.01 – PEL/NEPA Transition

CONSULTANT will prepare a draft memo for FHWA and NDOT review that outlines the planning products from the Keystone Avenue Bridge Replacement Project Feasibility and PEL Study to be carried forward into NEPA. The memorandum will reference the PEL, not restate information, but instead highlight necessary updates. The planning products include:

- Purpose and Need for Action
- Alternatives Analysis/Preferred Alternative Identification scoping results
- Environmental data collection Public and Stakeholder Outreach

CONSULTANT will address any agency comments and prepare a final memo. This scope assumes that the Planning and Environmental Linkages (PEL) results, notably the Purpose and Need and Proposed Alternative, will be carried forward into the NEPA process with limited or minor revision. Refinements to the Proposed Alternative are expected during the preliminary engineering phase in parallel with the NEPA process. The Proposed Alternative (engineering alternative) from the PEL, as refined early during Preliminary Engineering, will be the build alternative. The No Action Alternative will also be developed as part of this task.

Deliverables for Subtask 12.01

- PEL/NEPA Transition Memorandum

Subtask 12.02 – Environmental Assessment

This task consists of the environmental resources and specialty areas which must be analyzed, coordinated with stakeholders and resource agencies, documented, and in some cases, mitigated. Two alternatives, the no action/no build and a build alternative, will be analyzed. Resources that may occur in the project area and have the potential to be affected will be analyzed using best available data appropriate to the scope of the resource in context with the project. NDOT involvement, unless otherwise noted, will be in a review and critique capacity.

This task assumes preparation of an Environmental Assessment (EA) document. Information will be gathered through field surveys, personal interviews, library and archival research, on-site modeling and sampling, and by contacting resource agencies and data repositories.

Subtask 12.02.01 – EA Coordination

This task encompasses ongoing environmental coordination and management effort necessary to complete the NEPA process.

- **NDOT / FHWA Update Meetings** - Four CONSULTANT Staff will attend five (5) update meetings (1 in-person and 4 teleconference) with FHWA and NDOT environmental staff that will be scheduled at key milestones to discuss project issues and status. These meetings will be separate from the

Design Review Committee (DRC) meetings (as described in Section 1.1.2.)

- **Resource or Stakeholder Meetings** - Three CONSULTANT staff will attend three (3) EA Coordination meetings with individual resources or stakeholders. (2 in-person and 1 teleconference).
- **NEPA Scoping/Intent to Study** - Prepare Intent to Study letters to resource agencies and others on the NDOT distribution list to inform them of the study and solicit input. Collect and categorize comments.

Subtask 12.02.02 – Data Collection, Field Investigation and Analysis

Data will be collected for the resources and specialty areas described below. The CONSULTANT team will use its in-house staff to collect data. Information will be gathered through field surveys, personal interviews, library and archival research, and by contacting resource agencies and data repositories. The areas of social, economic, and environmental interests will be studied to identify issues of concern within the study area. The data collected and analysis will include:

- **Land Use.** Update research and documentation conducted for the PEL. As needed, collect existing, planned, and future land use and zoning information from the City of Reno. Research and documentation will rely primarily on information contained in the 2017 City of Reno Master Plan and/or other readily available information. Describe and map generalized existing and planned land use for the study area.
- **Community Facilities, Social, and Economic Conditions.** Obtain data from the US Census Bureau and American Community Survey. This will be supplemented with information from other local sources, relying primarily on information used to prepare the 2017 City of Reno Master Plan. Growth in population and employment growth will be assessed using census and other readily available demographic information. Identify community facilities as well as economic and employment generators that could be affected by the Proposed Action and No Action alternatives.
- **Environmental Justice.** Based on census data from task above and EJSscreen, identify low income and/or minority neighborhoods and businesses. Supplement data through additional research including analysis of school lunch recipients and housing assistance.
- **Architectural Inventory** - Update archival research and the Area of Potential Effect (APE) based on the project description and work conducted for the PEL. Architectural resources in the project area will be further identified through coordination with NDOT, a field survey, and resource documentation. Based on the fact the project area is nearly 100% built out, it is assumed an archaeological assessment will not be required. An Architectural Inventory Report meeting NDOT and Nevada State Historic Preservation Office (SHPO) guidelines will be prepared. The report will be prepared for review and concurrence by the Client, NDOT, and SHPO. This scope includes:
 - NDOT Screening Form, which will include:
 - A detailed project description that provides all elements of the project including the limits of disturbance, staging areas, as well as all vertical elements.
 - Based on the selected project alternative, the APE will include the limits of anticipated direct and indirect effects within roadways and parcels along the corridor and one parcel adjacent to the area of direct impact or based on the visibility of project features from those parcels.

- Archival research (results included in the Architectural Inventory Report).
- Fieldwork will include the need to record and evaluate up to 18 newly identified architectural resources, update up to 24 previously recorded architectural resources (these numbers include two complex resources - Idlewild Park and Reno High School).
- Deliverables:
 - NDOT Screening Form (includes APE map).
 - Draft and Final Architectural Inventory Report.
- **Visual Conditions.** Document the existing visual environment, including significant and/or protected vantage points and view sheds. Does not include separate site visit.
- **Recreation, Section 4(f), and Section 6(f).** Update research and documentation conducted for the PEL. Identify existing and planned recreational uses in the study area. Identify and map recreational resources, including those protected by Section 4(f). Review the local recreational plans to identify planned improvements.
- **Bicycle and Pedestrian Use.** Update research and documentation conducted for the PEL. Identify existing and planned bicycle and pedestrian uses in the study area. Review the City of Reno plans to identify deficiencies and planned improvements.
- **Biological Resources.** Update research and documentation conducted for the PEL. Collect and analyze wildlife resource data. Document existing vegetation in the project area, including invasive species and noxious weeds. Obtain updated information from U.S. Fish and Wildlife Service (USFWS), NDOW , and Nevada Division of Natural Heritage Program (NHP) regarding threatened, endangered, sensitive, or rare species in the project area. A general wildlife and botany survey will be completed for general vegetation, rare or sensitive species identified by the NDOW, and USFWS. This scope does not include species specific protocol surveys or GPS mapping of vegetation. Because of the presence of federally protected aquatic species, a Biological Assessment will be prepared.
- **Floodplains, Water Resources, and Water Quality.** Update research and documentation conducted for the PEL. Use the hydrology report (see Section 7.6) to determine potential floodplain, water quality and storm water issues. Check NDEP database for listed Section 303(d) waters.
- **Wetlands and Waters of the U.S.** Update research and documentation conducted for the PEL and geotechnical borings phase. Conduct a formal aquatic resources delineation with the larger bridge replacement footprint to determine jurisdictional wetlands and waters of the U.S. per the Corps of Engineers 1987 Wetland Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region. Delineate jurisdictional waters using Trimble Pathfinder GPS to submeter accuracy. The existing geotechnical borings project’s aquatic resources delineation report will be updated and submitted to the USACE as an attachment to the USACE permit application.
- **Geology and Soils.** Use geotechnical report (prepared by Geotechnical Sub- consultant, see Section 3.1) to identify potential geology and soils issues.

Subtask 12.02.03 – Entry Permits

It is assumed that no entry permits are required for field work access.

Subtask 12.02.04 – NEPA Documentation

CONSULTANT will author, edit, and revise an Environmental Assessment (EA) per direction from RTC, NDOT, and FHWA. The following iterations of the EA document are included:

1. Administrative Draft EA – RTC and NDOT concurrent review
2. Revised Administrative EA–NDOT and FHWA concurrent review

CONSULTANT will prepare the EA document consistent using industry standards and best practices. Preparation of an issue-focused EA, to include the following tasks:

- Document Resources Not Affected - Prepare rationale/justification for not including in the EA specific resources that will not be affected. This rationale will be included in the EA and a tech memo prepared for NDOT and FHWA review prior to preparation of the EA.
- Compile Data collection and field investigations for documentation in the Affected Environment section of the EA.
- Analyze impacts and prepare write-ups for the Environmental Consequences section of the EA. Impacts will be avoided, minimized or mitigated. This scope assumes one build alternative and a No-Action Alternative will be analyzed. Included are the following subsections:
 - **Land Use.** Prepare analysis of impacts to existing and planned land use. Assess consistency of the build alternative with future land use plans. No induced growth is assumed.
 - **Social and Economic Conditions.** Analyze effects to alternatives to community facilities, neighborhoods, and community cohesion. Analyze economic impacts. Analyze both adverse and beneficial social and economic changes. This scope includes analysis that will be mostly qualitative in nature. No economic modeling is included. Readily available Census data on jobs, employment by industry types and income will be used as a basis.
 - **Environmental Justice.** Assess impacts to EJ neighborhoods and businesses from alternatives. Incorporate results from public outreach to inform impact assessment and to identify mitigation measures if needed. Scope assumes that the project would not result in high and adverse disproportionate impacts.
 - **Cultural Resources.** Analysis of impacts and discussion of mitigation for historic and archaeological resources.
 - **Visual Impact.** Analysis of impacts to views of and from the transportation improvements. Prepare visual assessment consistent with FHWA guidelines. Use visual simulations prepared under Subtask 02.10 to illustrate roadway improvements.
 - **Recreation Resources.** Analysis of impacts to recreation resources and identification of mitigation measures.
 - **Bicycle and Pedestrian.** Analysis of impacts to bicyclists and pedestrians. and identification of mitigation measures.
 - **Biological Resources.** Assess and describe impacts to biological resources including invasive species/noxious weeds and provide appropriate mitigation measures. Analyze all potential impacts to Threatened or Endangered Species and Sensitive/Rare Species as identified by USFWS and NDOW. Prepare technical information and conduct agency coordination with USFWS for concurrence. A biological assessment will be prepared. Scope includes a No Effect or Not Likely to Adversely Affect determination will be made and informal consultation with USFWS.

- **Floodplains, Water Resources, and Water Quality.** Assess impacts to FEMA- regulated 100-year floodplains (assumes no significant floodplain impacts or rise in base flood elevations). Assess effects to surface waters and water quality using the hydrology report (see Task 7).
- **Wetlands and Waters of the U.S.** Assess impacts to waters of the U.S. based on design. Work with designers to avoid, minimize, and mitigate impacts. Regulatory permitting is not included in this task. If necessary, describe type of permitting that may be required (i.e., nationwide or individual) and mitigation that may be required.
- **Air Quality.** The study area is located within portions of Hydrographic Area 87, Washoe County, Nevada, which is designated as a maintenance area for carbon monoxide (CO) and particulate matter less than 10 microns (PM10) and attainment for all other criteria pollutants. Per 40 Code of Federal Regulations (CFR) 93.102, the project would be subject to transportation conformity requirements because it is federally funded and is located in a maintenance area for CO and PM10. However, this project would be exempt under 40 CFR 93.1216 as a bridge reconstruction project and is not required to determine conformity. Coordination will be conducted with FHWA, RTC, and other appropriate agencies to confirm the project is exempt. In addition, since the project would be exempt under 40 CFR 93.126, a MSAT analysis is not required.
- **Noise.** Under 23 Code of Federal Regulations (CFR) 772, it is mandatory for all states to comply with the regulations for projects that are federally funded or require FHWA approval regardless of funding source. This regulation applies to all Type I projects. The Nevada Department of Transportation (NDOT) 2018 Traffic and Construction Noise Analysis and Abatement Policy is applicable to all Type I projects. This project is anticipated to be a Type III project since it does not meet the definition of a Type I project, and therefore noise analysis is assumed to not be required. If it is determined the proposed improvements would be considered a Type I project requiring a noise analysis, this effort would require a separate scope of work and is not covered in this scope.
- **Hazardous Materials.** Conduct a hazardous materials assessment to identify any potential sources of contamination that could impact the project.
 - A regulatory records search will be conducted by Environmental Data Resources (EDR), or an equivalent service. The search distance to obtain information will be based on the standard ASTM search distances up to one mile from the proposed project.
 - Historical aerial photographs will be reviewed (if available) to evaluate changes in past property usage within the study area.
 - Historical topographic maps will be reviewed to evaluate/document physical changes to the subject property and surrounding properties within the study area
 - Site reconnaissance will be conducted to locate listed sites identified in the EDR report as well as other sites not listed, but which are suspected to have hazardous material concerns within the study area. The site reconnaissance will consist of a windshield survey and visual inspection for indications of soil contamination and/or other indications of potential hazardous materials concerns that may have the potential to impact the project. Inspection of structures and private properties will not be conducted.
- **Geology and Soils.** Summarize analysis, impact conclusions, and mitigation from the geotechnical report.
- **Construction.** Identification of anticipated impacts and appropriate mitigation measures during construction.
- **Section 4(f).** The project is assumed to not require an individual 4(f) analysis. This scope assumes CONSULTANT will complete two temporary occupancy exceptions because of

construction related trail and/or park impacts and one de minimis Section 4(f) analysis. CONSULTANT will prepare draft documentation and coordinate with the City of Reno to obtain written concurrence(s) on the 4(f) exceptions and/or use.

- Draft EA
 - Compile and prepare draft copy of the EA for concurrent review by RTC and NDOT.
- Categorical Exclusion Determination
 - Address review comments and prepare 2nd draft EA for concurrent review by NDOT and FHWA.
 - Coordinate with FHWA and NDOT on NEPA Class of Action Determination. This scope assumes that the project can be cleared with a Documented Categorical Exclusion (CE) and will not require an EA. If FHWA determines that an EA is required, additional services will be required that are not covered in this scope or work.
 - Address comments and prepare a signature-ready version of Documented CE.
 - PDF electronic files will be provided to RTC and NDOT to post on their websites.

Deliverables for Subtask 12.02

- Draft and Final Agency Scoping Letters
- Draft and Final Technical Reports and Memoranda
- Draft and Final EA Document

Assumptions for Subtask 12.02

- Work will begin once a Preferred Alternative is determined.
- No modeling will be conducted for any of the above referenced topics
- To support Environmental Justice analysis meeting summaries from public outreach efforts will be provided to NCE
- The following data will be provided to NCE: bicycle and pedestrian, biological resources, and hazardous materials
- Agency comments will be submitted electronically in a consolidated manner on administrative draft, draft, and public review environmental documents
- Cultural Resources
 - Up to 18 new resources will be recorded and evaluated
 - Up to 24 previously recorded resources will need to be updated
 - An archaeological inventory will not be required

TASK 13 – REGULATORY PERMITTING

CONSULTANT will support RTC for regulatory compliance to construct the project. The Truckee River is a USACE regulated WOUS, and WoS, which is regulated by the NDEP. In addition, it is a USACE Civil Works project where USACE the CTWCD is the local sponsor.

Environmental surveys and technical memoranda to support regulatory permitting are covered in Task 12. This task includes preparing, coordinating, and facilitating approval of regulatory permits. The requirements of

Construction permits that are the Contractor's responsibility shall be identified prior to construction so information can be provided during bidding.

Subtask 13.01 – Clean Water Act Section 404 Permitting

CONSULTANT will assist RTC in obtaining Section 404 permitting from the USACE for construction impacts and mitigation of wetlands.

- Coordinate with the USACE to discuss submittal requirements.
- Using results of aquatic resources delineation discussed above in Subtask 12.02.02, prepare a Pre-Construction Notification (PCN) for Nationwide Permit (NWP) 3 (maintenance of existing facilities) and/or NWP 14 (transportation). The PCN will include:
 - Revised Aquatic Resources Delineation Report and supporting maps from Task 12
 - Temporary wetland impact restoration plan with monitoring requirements
 - Relevant plan and profile sheets showing wetland mapping and impacts, including information related to permanent fills in wetlands and below ordinary high water mark (OHWM) in WOUS
 - Section 7 and Section 106 reports from Task 12
- PCN Submittal will include the following steps:
 - Submit draft PCN for RTC and NDOT review.
 - Address one round of comments on the draft report and provide a final PCN to RTC and NDOT.
 - Submit PCN to the USACE.

Subtask 13.02 – USACE Section 408 Permit (NCE did not include any hours)

CONSULTANT will assist RTC in obtaining Section 408 permission from the USACE for the Truckee River, a USACE resource sponsored by CTWCD. This will include:

- Coordinate with the CTWCD to discuss submittal requirements.
- Prepare the CTWCD encroachment application and combined 408 permission package. This will require:
 - Vicinity Map
 - Project Map with Land Uses Adjacent to Truckee River
 - Project Area, Disturbance Area, Access Routes, Staging Areas
 - Pre-Project Conditions
 - Photos of Vegetation on the North and South Banks of the Truckee River
 - Existing Features Photo Showing Future Work Area
 - Plan View of Existing Features and OHWM
 - Property Owner Information
 - Project Plans & Technical Provisions
 - Construction Staging Overview
 - Truckee River Cross-Sections
 - Keystone Bridge Plan Sheets
 - Geotechnical Evaluation of Temporary Fill for Work Areas
 - Hydraulic Impact Analysis
 - Work Area Geometry Analysis
 - HEC-RAS Model Results

- Floodplain Analysis
- Construction Methods
- Vegetation Removal/Disturbance
 - Area of Clearing and Grubbing
 - Area to Be Revegetated
 - Special Provisions for Re-Vegetating Work area
 - Landscape & Aesthetics
- River Channel Disturbance
- Project Schedule
- Environmental Document and Agency Coordination
- NEPA Requirements
 - Affected Floodplains
 - Mitigation Measures Table
- The CTWCD encroachment and USACE 408 permission submittal will include the following steps:
 - Submit draft for RTC review.
 - Address one round of RTC comments on the draft application and submit to CTWCD.
 - Address one round of CTWCD comments on the draft application for USACE submittal
 - Address one round of USACE comments for the final submittal

Subtask 13.03 – NDEP Permitting

CONSULTANT will assist RTC to obtain NDEP permitting that will be required for construction. This will include the following three (3) permits: 401 Water Quality Certification, Working in Waterways, and Groundwater Discharge.

Subtask 13.04 – Encroachment Permit

CONSULTANT will prepare and coordinate encroachment permit with the Nevada Division of State Lands.

Deliverables for Task 13

- Draft and Final USACE 404 Permit Application
- Draft and Final USACE 408 Permit Application
- Draft and Final NDEP Construction Stormwater Permit Application with a Stormwater Pollution Prevention Plan
- Draft and Final NDEP 401 Water Quality Certification
- Draft and Final NDEP Working in Waterways Permit Application
- Draft and Final NDEP Groundwater Discharge Permit Application
- Draft and Final NDSL Application for Authorization to Use State-Owned Submerged Lands

Assumptions for Task 13

- RTC will provide permit application fees
- Parametrix will prepare the dewatering program
- The temporary wetland impact restoration plan with monitoring requirements will be accepted by the USACE
- The USACE will not require compensatory mitigation and therefore a compensatory mitigation

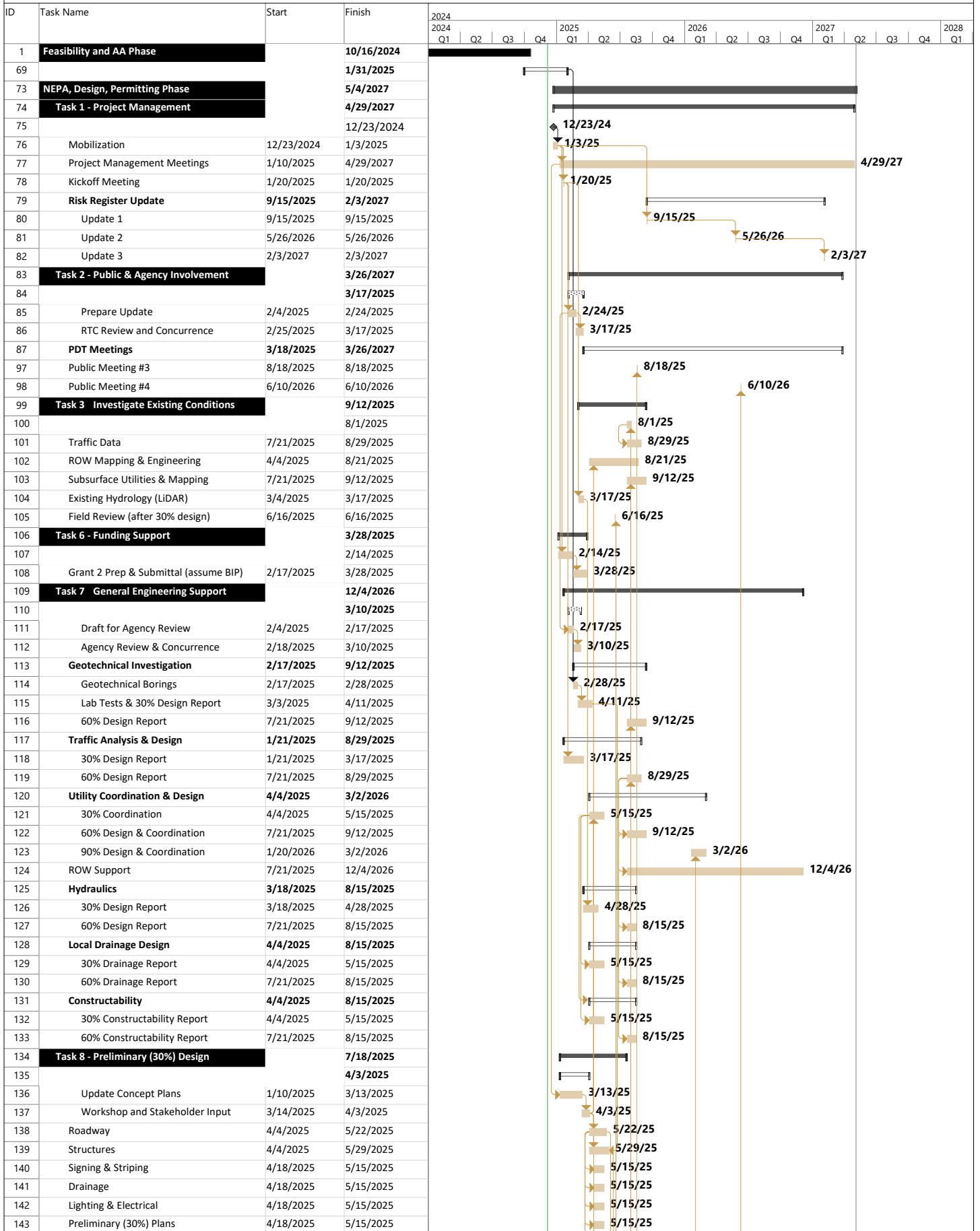
proposal will not be prepared.

- The selected contractor will prepare the NDEP Construction Stormwater General Permit application.
- Permit management is not included in this scope.

TASK 14 – RTC CONTINGENCY

Subtask 14.01 – RTC Contingency

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 1 through 14. 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.



Contract Fee Summary
Keystone Bridge Replacement Project
RTC of Washoe County

Task	SubTask	Description	Feasibility Phase	Amendment #1		
			Labor Dollars + Direct Expenses	Labor Dollars	Direct Expenses	Labor Dollars + Direct Expenses
01		Project Management	\$199,336	\$470,579	\$0	\$470,579
01	01	Project Administration	\$87,438	\$116,454	\$0	\$116,454
01	02	Project Meetings	\$35,376	\$143,245	\$0	\$143,245
01	03	Project Controls	\$37,127	\$124,232	\$0	\$124,232
01	04	Quality Assurance and Quality Control	\$30,900	\$67,174	\$0	\$67,174
01	05	Risk Management Support	\$5,600	\$19,473	\$0	\$19,473
01		Subs to Feasibility Phase	\$2,896	-	-	-
02		Public and Agency Involvement	\$239,583	\$288,418	\$600	\$289,018
02	01	Outreach and Involvement Plan	\$7,932	\$6,804	\$0	\$6,804
02	02	Outreach Materials	\$27,516	\$0	\$0	\$0
02	03	PDT Meetings (8)	\$24,997	\$123,235	\$0	\$123,235
02	04	SWG Meetings	\$0	-	-	\$0
02	05	Public Meetings (2)	\$77,020	\$54,090	\$600	\$54,690
02	06	Presentation to Council/Boards/Committees (6)	\$1,491	\$0	\$0	\$0
02	07	One-on-One Meetings (10)	\$7,350	\$0	\$0	\$0
02	08	Media Assistance to RTC	\$2,861	\$28,175	\$0	\$28,175
02	09	Project Outreach Summary	\$5,950	\$12,890	\$0	\$12,890
02	10	Prepare Concept Visualizations	\$41,746	\$42,400	\$0	\$42,400
02	11	Entry Permits	-	\$20,824	\$0	\$20,824
02	12	CMAR Coordination (14)	-	\$0	\$0	\$0
02		Subs to Feasibility Phase	\$42,720	-	-	-
03		Investigate Existing Conditions	\$162,513	\$88,819	\$54,986	\$143,805
03	01	Previous Studies and Reports	\$11,153	-	-	-
03	02	Geotechnical Data and Permitting	\$350	-	-	-
03	03	Topographic Survey	\$1,272	\$16,816	\$4,000	\$20,816
03	04	Traffic Data	\$0	\$17,307	\$0	\$17,307
03	05	ROW Mapping & Engineering	\$11,150	\$7,319	\$0	\$7,319
03	06	Subsurface Utilities & Mapping	\$7,169	\$36,019	\$24,000	\$60,019
03	07	Existing Hydrology	\$0	\$0	\$24,000	\$24,000
03	08	Field Review	\$9,431	\$11,359	\$2,986	\$14,345
03		Subs to Feasibility Phase	\$121,988	-	-	-
04		Alternatives Analysis and Feasibility Study	\$659,934	-	-	-
04	01	Conceptual Alternatives Analysis	\$51,568	-	-	-
04	02	Design Criteria	\$0	-	-	-
04	03	South Intersection Multimodal Geometry	\$80,456	-	-	-
04	04	Multimodal Geometry to First Street	\$61,769	-	-	-
04	05	Structure Conceptual Development	\$10,538	-	-	-
04	06	Preliminary Geotechnical Assessment	\$0	-	-	-
04	07	Traffic Operations and Impact Assessments	\$2,672	-	-	-
04	08	Utility Impact Assessment	\$29,340	-	-	-
04	09	Right-of-Way Impact Assessment	\$22,095	-	-	-
04	10	Hydraulic Modeling & Coordination	\$0	-	-	-
04	11	Drainage Impact Assessment	\$36,385	-	-	-
04	12	Landscape & Aesthetics	\$0	-	-	-
04	13	Constructability & Phasing Assessment	\$11,462	-	-	-
04	14	Cost Estimating	\$21,252	-	-	-
04	15	Feasibility Report	\$97,188	-	-	-
04		Subs to Feasibility Phase	\$235,210	-	-	-
05		Planning & Environmental Linkage (PEL)	\$105,218	-	-	-
05	01	Agency Outreach	\$2,543	-	-	-
05	02	Data Collection and Evaluation	\$3,380	-	-	-
05	03	Documentation	\$25,367	-	-	-
05		Subs to Feasibility Phase	\$73,928	-	-	-
06		Funding Support	\$7,960	\$69,413	\$0	\$69,413
06	01	Funding Opportunity Summary	\$7,960	-	-	\$0
06	02	Grant(s) Preparation and Submittal	-	\$69,413	\$0	\$69,413
07		General Engineering Support	-	\$536,567	\$239,114	\$775,681
07	01	Design Criteria and Software	-	\$13,122	\$0	\$13,122
07	02	Geotechnical Investigation	-	\$83,836	\$239,114	\$322,950
07	03	Traffic Analysis and Design	-	\$100,979	\$0	\$100,979
07	04	Utility Coordination and Design	-	\$144,359	\$0	\$144,359
07	05	ROW Support	-	\$24,951	\$0	\$24,951
07	06	Hydraulics	-	\$117,079	\$0	\$117,079
07	07	Local Drainage Design	-	\$0	\$0	\$0
07	08	Constructability	-	\$43,681	\$0	\$43,681
07	09	Staging & MOT	-	\$8,559	\$0	\$8,559
08		Preliminary (30%) Design	-	\$721,833	\$0	\$721,833
08	01	Conceptual Refinement and Workshop	-	\$60,320	\$0	\$60,320
08	02	Survey Control	-	\$17,593	\$0	\$17,593
08	03	Roadway	-	\$88,209	\$0	\$88,209
08	04	Structures	-	\$71,918	\$0	\$71,918
08	05	Signing and Striping	-	\$19,967	\$0	\$19,967
08	06	Drainage	-	\$38,851	\$0	\$38,851
08	07	Lighting & Electrical	-	\$26,959	\$0	\$26,959
08	08	Landscape & Aesthetics	-	\$24,159	\$0	\$24,159
08	09	Internal Design Coordination Meetings	-	\$0	\$0	\$0
08	10	Preliminary (30%) Plans	-	\$149,454	\$0	\$149,454
08	11	30% Cost Estimate	-	\$40,579	\$0	\$40,579
08	12	30% Construction Schedule	-	\$26,334	\$0	\$26,334
08	13	30% Technical Provisions	-	\$0	\$0	\$0
08	14	30% QA/QC	-	\$49,073	\$0	\$49,073
08	15	30% Submittal	-	\$64,431	\$0	\$64,431
08	16	30% Review and Comment Resolution	-	\$43,985	\$0	\$43,985
08	17	30% Value Engineering Workshop	-	\$0	\$0	\$0

09		60% Design	-	\$1,318,077	\$0	\$1,318,077
09	01	Structures	-	\$254,400	\$0	\$254,400
09	02	Drainage Analysis	-	\$5,600	\$0	\$5,600
09	03	Landscape & Aesthetics	-	\$40,000	\$0	\$40,000
09	04	60% Plans	-	\$720,360	\$0	\$720,360
09	05	60% Cost Estimate	-	\$48,030	\$0	\$48,030
09	06	60% Construction Schedule	-	\$15,869	\$0	\$15,869
09	07	60% Technical Provisions	-	\$120,406	\$0	\$120,406
09	08	60% QA/QC	-	\$54,853	\$0	\$54,853
09	09	60% Submittal	-	\$18,072	\$0	\$18,072
09	10	60% Review and Comment Resolution	-	\$40,487	\$0	\$40,487
10		90% Design	-	\$585,674	\$0	\$585,674
10	01	Structures	-	\$156,112	\$0	\$156,112
10	02	90% Plans	-	\$211,060	\$0	\$211,060
10	03	90% Cost Estimate	-	\$27,669	\$0	\$27,669
10	04	90% Construction Schedule	-	\$15,869	\$0	\$15,869
10	05	90% Technical Provisions	-	\$71,198	\$0	\$71,198
10	06	90% QA/QC	-	\$57,578	\$0	\$57,578
10	07	90% Submittal	-	\$10,338	\$0	\$10,338
10	08	90% Review and Comment Resolution	-	\$35,850	\$0	\$35,850
11		Final (100%) Design	-	\$207,749	\$0	\$207,749
11	01	100% Plans	-	\$43,840	\$0	\$43,840
11	02	100% Cost Estimate	-	\$27,921	\$0	\$27,921
11	03	100% Construction Schedule	-	\$5,019	\$0	\$5,019
11	04	100% Technical Provisions	-	\$41,058	\$0	\$41,058
11	05	100% QA/QC	-	\$32,278	\$0	\$32,278
11	06	100% Submittal	-	\$16,668	\$0	\$16,668
11	07	100% Review and Comment Resolution	-	\$40,965	\$0	\$40,965
12		Environmental Studies and Documentation	-	\$269,496	\$8,833	\$278,329
12	01	PEL/NEPA Transition	-	\$10,921	\$0	\$10,921
12	02	Environmental Assessment	-	\$258,575	\$8,833	\$267,408
13		Regulatory Permitting	-	\$155,341	\$0	\$155,341
13	01	Clean Water Act Section 404 Permitting	-	\$40,362	\$0	\$40,362
13	02	USACE Section 408 Permit	-	\$46,653	\$0	\$46,653
13	03	NDEP Permitting	-	\$52,017	\$0	\$52,017
13	04	Encroachment Permit	-	\$16,310	\$0	\$16,310
14		RTC Contingency	-	\$0	\$200,000	\$200,000
14	01	RTC Contingency	-	\$0	\$200,000	\$200,000
SubTotals			\$1,374,544	\$4,711,967	\$503,533	\$5,215,500
Escalation \$ *						\$68,953
Escalation %						1.46%
			Feasibility Phase		Amendment #1	
Project Total with Escalation (each phase)			\$1,374,544		\$5,284,453	
Project Total with Escalation			\$6,658,997			

Total by Company	Feasibility Phase		Amendment #1			Total
	Feasibility Phase	Labor	Expense	Escalation	Total	
Parametrix	\$ 897,802	\$ 3,555,466	\$ 227,586	\$ 52,029	\$ 4,732,883	
NCE	\$ 141,015	\$ 436,230	\$ 3,850	\$ 6,384	\$ 587,479	
TY Lin	\$ 168,583	\$ 220,028	\$ -	\$ 3,220	\$ 391,830	
Headway	\$ 63,285	\$ 111,090	\$ -	\$ 1,626	\$ 176,001	
Kleinfelder	\$ 21,408	\$ 139,255	\$ 54,388	\$ 2,038	\$ 217,089	
Taylor Made Solutions DBE	\$ 39,000	\$ 13,600	\$ -	\$ 199	\$ 52,799	
BEC Environmental DBE	\$ 5,678	\$ 34,035	\$ 4,983	\$ 498	\$ 45,193	
PK Electric DBE	\$ -	\$ 136,190	\$ -	\$ 1,993	\$ 138,183	
Gregg Drilling DBE	\$ -	\$ -	\$ 184,727	\$ -	\$ 184,727	
Aerotech DBE	\$ 37,774	\$ 66,073	\$ 28,000	\$ 967	\$ 132,814	
SubTotals:	\$ 1,374,544	\$ 4,711,967	\$ 503,533	\$ 68,953	\$ 6,658,997	

Total % DBE Committed:	7.0%
Total % DBE Participation:	8.3%

*Labor Rates may be inflated to a maximum of 4% on January 1 of each calendar year beginning January 1, 2026.

Contract Fee Summary
Keystone Bridge Replacement Project
RTC of Washoe County

Task	SubTask	Description	Feasibility Phase	Amendment #1		
			Labor Dollars + Direct Expenses	Labor Dollars	Direct Expenses	Labor Dollars + Direct Expenses
01		Project Management	\$199,336	\$470,579	\$0	\$470,579
02		Public and Agency Involvement	\$239,583	\$288,418	\$600	\$289,018
03		Investigate Existing Conditions	\$162,513	\$88,819	\$54,986	\$143,805
04		Alternatives Analysis and Feasibility Study	\$659,934	-	-	-
05		Planning & Environmental Linkage (PEL)	\$105,218	-	-	-
06		Funding Support	\$7,960	\$69,413	\$0	\$69,413
07		General Engineering Support	-	\$536,567	\$239,114	\$775,681
08		Preliminary (30%) Design	-	\$721,833	\$0	\$721,833
09		60% Design	-	\$1,318,077	\$0	\$1,318,077
10		90% Design	-	\$585,674	\$0	\$585,674
11		Final (100%) Design	-	\$207,749	\$0	\$207,749
12		Environmental Studies and Documentation	-	\$269,496	\$8,833	\$278,329
13		Regulatory Permitting	-	\$155,341	\$0	\$155,341
14		RTC Contingency	-	\$0	\$200,000	\$200,000
SubTotals			\$1,374,544	\$4,711,967	\$503,533	\$5,215,500
Escalation \$						\$68,953
Escalation Average %						1.46%
			Feasibility Phase	Amendment #1		
Project Total with Escalation (each phase)			\$1,374,544	\$5,284,453		
Project Total with Escalation			\$6,658,997			

Total by Company	Feasibility Phase	Amendment #1			Total
	Feasibility Phase	Labor	Expense	Escalation	Total
Parametrix	\$ 897,802	\$ 3,555,466	\$ 227,586	\$ 52,029	\$ 4,732,883
NCE	\$ 141,015	\$ 436,230	\$ 3,850	\$ 6,384	\$ 587,479
TY Lin	\$ 168,583	\$ 220,028	\$ -	\$ 3,220	\$ 391,830
Headway	\$ 63,285	\$ 111,090	\$ -	\$ 1,626	\$ 176,001
Kleinfelder	\$ 21,408	\$ 139,255	\$ 54,388	\$ 2,038	\$ 217,089
Taylor Made Solutions DBE	\$ 39,000	\$ 13,600	\$ -	\$ 199	\$ 52,799
BEC Environmental DBE	\$ 5,678	\$ 34,035	\$ 4,983	\$ 498	\$ 45,193
PK Electric DBE	\$ -	\$ 136,190	\$ -	\$ 1,993	\$ 138,183
Gregg Drilling DBE	\$ -	\$ -	\$ 184,727	\$ -	\$ 184,727
Aerotech DBE	\$ 37,774	\$ 66,073	\$ 28,000	\$ 967	\$ 132,814
SubTotals:	\$ 1,374,544	\$ 4,711,967	\$ 503,533	\$ 68,953	\$ 6,658,997

Total % DBE Committed:	7.0%
Total % DBE Participation:	8.3%

RTC of Washoe County
Keystone Bridge Project Amendment #1

			NCE																					
			Employee Name																					
			Role of Project																					
Fully Burdened Rates			\$335.00	\$335.00	\$265.00	\$145.00	\$265.00	\$225.00	\$205.00	\$225.00	\$215.00	\$205.00	\$190.00	\$165.00	\$125.00	\$180.00	\$125.00	\$190.00	\$165.00	\$125.00	\$135.00	\$130.00		
Task	SubTask	Description	Labor Dollars	Labor Hours	NEPA Coordinator	Technical Reviews	Regulatory Permitting	Acquatic Resources Field	Technical Reviews	Hydraulics	Hydraulics	Cultural Resources	Cultural Resources	Cultural Resources	Cultural Resources	Cultural Resources	Biological Resources	Biological Resources Field	NEPA Specialist	Regulatory Permitting Support	Acquatic Resources and Geotech Drilling Field	GIS Technician	Accounting	
01		Project Management	\$ 14,935.00	75	1	0	32	0	1	1	1	1	0	1	0	0	0	1	0	1	2	0	1	32
01	01	Project Administration	\$ -	0																				
01	02	Project Meetings	\$ 3,085.00	15	1		2		1	1	1	1		1				1		1	2			1
01	03	Project Controls	\$ 11,850.00	60			30																	30
01	04	Quality Assurance and Quality Control	\$ -	0																				
01	05	Risk Management Support	\$ -	0																				
02		Public and Agency Involvement	\$ 5,990.00	26	0	0	17	0	0	0	0	0	0	0	0	0	0	0	0	0	9	0	0	0
02	03	PDT Meetings (9)	\$ 3,870.00	18			9														9			
02	05	Public Meetings (2)	\$ 2,120.00	8			8																	
03		Investigate Existing Conditions	\$ -	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03	06	Field Review	\$ -	0																				
07		General Engineering Support	\$ 138,070.00	678	0	20	30	0	0	90	410	0	0	0	0	0	0	16	44	0	56	12	0	0
07	02	Geotechnical Investigation	\$ 27,070.00	158			30											16	44		56	12		
07	06	Hydraulics	\$ 111,000.00	520		20				90	410													
12		Environmental Studies and Documentation	\$ 194,380.00	1,022	50	0	48	8	6	0	0	38	125	125	135	0	125	45	10	144	40	8	115	0
12	01	PEL/NEPA Transition	\$ 2,100.00	8			4														4			
12	02	Environmental Assessment	\$ 192,280.00	1,014	46	0	48	8	6	0	0	38	125	125	135	0	125	45	10	140	40	8	115	0
13		Regulatory Permitting	\$ 82,855.00	415	0	0	136	0	15	0	0	0	0	0	0	0	0	0	0	0	240	0	24	0
13	01	Clean Water Act Section 404 Permitting	\$ 29,905.00	145			56		5												80			4
13	03	NDEP Permitting	\$ 41,560.00	208			68		8												120			12
13	04	Encroachment Permit	\$ 11,390.00	62			12		2												40			8
		Labor Totals	\$436,230	2,216	51	20	263	8	22	91	411	39	125	126	135	0	125	62	54	145	347	20	140	32
		Direct Expenses	\$3,850																					

SUBCONSULTANT Total \$ 440,080

Direct Expenses Detail:			Amount	Subtask
Geotech. Borings Truck & Hotel (48				
hours of drilling)	\$	400.00		07.02
CR Truck Fee	\$	1,625.00		12.02
CR GPS	\$	1,500.00		12.02
CR field supplies	\$	200.00		12.02
Bio Truck	\$	125.00		12.02
TOTAL	\$	3,850.00		

RTC of Washoe County
Keystone Bridge Project Amendment #1

		TY Lin											
		Role of Project	Employee Name										
		PIC	PM/QC Manager	ABC Lead	Constructability and Schedule Lead	Design Check Team Lead	Design Check Engineer	Design Check Engineer	Quantity Check Engineer	Design Check Support	Constructability and Schedule Support		
		Fully Burdened Rates											
Task	SubTask	Description	Labor Dollars	Labor Hours									
			\$319.40		\$286.07	\$319.40	\$286.07	\$269.40	\$219.42	\$166.64	\$124.98	\$138.86	\$208.31
07		General Engineering Support	\$ 39,522.20	130	30	0	0	0	0	0	0	0	0
07	08	Constructability	\$ 39,522.20	130	30	60	40						
08		Preliminary (30%) Design	\$ 22,174.72	80	8	8	8	40	0	0	0	0	16
08	12	30% Construction Schedule	\$ 22,174.72	80	8	8	8	40					16
09		60% Design	\$ 11,709.44	40	4	4	4	28	0	0	0	0	0
09	06	60% Construction Schedule	\$ 11,709.44	40	4	4	4	28					
10		90% Design	\$ 146,621.44	568	20	84	20	28	320	24	24	24	0
10	01	Structures	\$ 134,912.00	528	16	80	16		320	24	24	24	
10	04	90% Construction Schedule	\$ 11,709.44	40	4	4	4	28					
		Labor Totals	\$220,028	818	62	96	32	96	320	24	24	24	16
		Direct Expenses	\$0										

SUBCONSULTANT Total \$ 220,028

RTC of Washoe County
Keystone Bridge Project Amendment #1

				Headway							
				Role of Project Employee Name							
				Chilson	Picou	Pettinari	Axtell	Harned	Gonzalez	Titlow	Admin
				Traffic PM	Traffic Analysis Lead	Signal Design Lead	Signal Design	Traffic Analysis	Signal Design Support	Graphics/Production	Admin
Fully Burdened Rates				\$280.00	\$210.00	\$210.00	\$190.00	\$190.00	\$150.00	\$150.00	\$90.00
Task	SubTask	Description	Labor Dollars	Labor Hours							
02		Public and Agency Involvement	\$ 3,010.00	13	4	9	0	0	0	0	0
02	03	PDT Meetings (9)	\$ 1,890.00	9		9					
02	05	Public Meetings (2)	\$ 1,120.00	4	4						
03		Investigate Existing Conditions	\$ 11,260.00	70	0	4	0	0	16	48	0
03	04	Traffic Data	\$ 11,260.00	70		4			16	48	0
07		General Engineering Support	\$ 96,820.00	542	36	0	0	0	0	0	0
07	03	Traffic Analysis and Design	\$ 96,820.00	542	36	40	50	120	40	220	20
		Labor Totals	\$111,090	625	40	13	0	0	16	48	0
		Direct Expenses	\$0								
SUBCONSULTANT Total			\$ 111,090								

RTC of Washoe County
Keystone Bridge Project Amendment #1

				Kleinfelder												
				Role of Project Employee Name												
				Administration	Project Control	Field Engineer	Field Engineer	Project Engineer	Engineer of Record	Principal Review Engineer	Seismic Engineering Review	Project Manager	Project Control (Escalated)	Project Engineer (Escalated)	Engineer of Record (Escalated)	Project Manager (Escalated)
Fully Burdened Rates				\$113.96	\$108.35	\$129.36	\$120.70	\$155.47	\$210.21	\$242.55	\$370.22	\$226.38	\$114.85	\$164.81	\$222.83	\$239.97
Task	SubTask	Description	Labor Dollars	Labor Hours												
07		General Engineering Support	\$ 43,008.19	298	6	0	0	0	0	0	0	0	0	0	0	0
07	02	Geotechnical Investigation	\$ 43,008.19	298	6	8	91	115	17	46	6	0	9	0	0	0
08		Preliminary (30%) Design	\$ 64,350.91	343	6	9	44	36	100	70	26	30	22	0	0	0
08	15	30% Submittal	\$ 48,263.18	257	5	7	33	27	75	53	20	23	17	0	0	0
08	16	30% Review and Comment Resolution	\$ 16,087.73	86	2	2	11	9	25	18	7	8	6	0	0	0
09		60% Design	\$ 24,702.06	146	4	4	0	40	36	44	6	0	12	0	0	0
09	07	60% Technical Provisions	\$ 8,234.02	49	1	1	0	13	12	15	2	0	4	0	0	0
09	09	60% Submittal	\$ 8,234.02	49	1	1	0	13	12	15	2	0	4	0	0	0
09	10	60% Review and Comment Resolution	\$ 8,234.02	49	1	1	0	13	12	15	2	0	4	0	0	0
10		90% Design	\$ 3,597.13	18	0	0	0	0	0	0	0	0	0	2	4	10
10	08	90% Review and Comment Resolution	\$ 3,597.13	18	0	0	0	0	0	0	0	0	2	4	10	2
11		Final (100%) Design	\$ 3,597.13	18	0	0	0	0	0	0	0	0	0	2	4	10
11	07	100% Review and Comment Resolution	\$ 3,597.13	18	0	0	0	0	0	0	0	0	2	4	10	2
Labor Totals			\$139,255	823	16	13	44	76	136	114	32	30	34	4	8	20
Direct Expenses			\$54,388													

SUBCONSULTANT Total \$ 193,643

Direct Expenses Detail:	Amount	Subtask
Laboratory Testing	\$ 13,842.00	7.02
Field Supplies	\$ 1,137.64	7.02
Mileage & Travel	\$ 11,887.00	7.02
GEOVision	\$ 14,800.00	7.02
GPRS	\$ 1,787.50	7.02
Lab Testing Subs (Chemtec & IGES)	\$ 6,018.00	7.02
Silver State Barricade	\$ 4,915.46	7.02
TOTAL	\$ 54,387.60	

RTC of Washoe County
Keystone Bridge Project Amendment #1

Task	SubTask	Description	Fully Burdened Rates		Role of Project Public Information / Outreach	TMS
			Labor Dollars	Labor Hours		
02		Public and Agency Involvement	\$ 13,600.00	80		80
02	05	Public Meetings (2)	\$ -	0		0
02	08	Media Assistance to RTC	\$ 13,600.00	80		80
Labor Totals			\$13,600	80		80
Direct Expenses			\$0			
SUBCONSULTANT Total			\$ 13,600			

RTC of Washoe County
Keystone Bridge Project Amendment #1

Task	SubTask	Description	Fully Burdened Rates		BEC Environmental									
			Labor Dollars	Labor Hours	BEC	DJR	EKB	BSG	ben	scr	BSP	vs	gh/aw/gmf	els/ars
12		Environmental Studies and Documentation	\$ 34,034.54	214	6	6	0	6	6	8	2	0	160	20
12	02	Environmental Assessment	\$ 34,034.54	214	6	6	0	6	6	8	2	0	160	20
Labor Totals			\$34,035	214	6	6	0	6	6	8	2	0	160	20
Direct Expenses			\$4,983											

SUBCONSULTANT Total \$ 39,018

Direct Expenses Detail:		
Amount	Subtask	
HAZARDOUS MATERIALS		
Air Travel - 2 trips @ \$600/flight	\$ 1,200.00	12.02
Lodging at Per Diem - 3 days 2 nights/each @ \$138/night	\$ 552.00	12.02
Per Diem Meals - 6 days @ \$80/day	\$ 480.00	12.02
Car Rental - 3days @ \$150/day (\$140/day + \$10/day fuel)	\$ 450.00	12.02
Trimble/GPS - 6 days @ \$30/day	\$ 180.00	12.02
EDR Data Request - 1 requests @ \$350/request	\$ 350.00	12.02
Sampling Kits (7 kits at \$25/kit)	\$ 175.00	12.02
Standard Turntime Asbestos - 100 layer samples @ \$7.91/sample	\$ 791.00	12.02
Standard Turntime Heavy Metals - 30 samples @ \$32.05/sample	\$ 705.00	12.02
Field Supplies	\$ 100.00	12.02
TOTAL	\$ 4,983.00	

RTC of Washoe County
Keystone Bridge Project Amendment #1

		PK Electric									
		Role of Project Employee Name									
		Karen Purcell, PE	Mike Greene, PE	Bryan Dagerman, PE	Matthew Stewart	Savina Gonzalez	Sara Testi				
		Principal	Engineering Mgr	Sr Project Engineer	Engineering Designer	Production	Clerical				
		Fully Burdened Rates	\$260.00	\$240.00	\$215.00	\$180.00	\$150.00	\$110.00			
Task	SubTask	Description	Labor Dollars	Labor Hours							
08		Preliminary (30%) Design	\$ 25,950.00	128	6	10	70	24	16		2
08	07	Lighting & Electrical	\$ 22,800.00	114	4	8	60	24	16		2
08	11	30% Cost Estimate	\$ 1,290.00	6			6				
08	14	30% QA/QC	\$ 1,000.00	4	2	2					
08	16	30% Review and Comment Resolution	\$ 860.00	4			4				
09		60% Design	\$ 35,250.00	173	4	7	114	30	16		2
09	04	60% Plans	\$ 33,390.00	165	2	5	110	30	16		2
09	05	60% Cost Estimate	\$ 860.00	4			4				
09	08	60% QA/QC	\$ 1,000.00	4	2	2					
10		90% Design	\$ 56,720.00	284	6	12	164	60	40		2
10	02	90% Plans	\$ 53,380.00	270	2	6	160	60	40		2
10	03	90% Cost Estimate	\$ 860.00	4			4				
10	06	90% QA/QC	\$ 2,480.00	10	4	6					
11		Final (100%) Design	\$ 18,270.00	92	3	8	44	20	16		1
11	02	100% Cost Estimate	\$ 15,930.00	82	1	4	40	20	16		1
11	03	100% Construction Schedule	\$ 860.00	4			4				
11	05	100% QA/QC	\$ 1,480.00	6	2	4					
Labor Totals			\$136,190	677	19	37	392	134	88		7
Direct Expenses			\$0								

SUBCONSULTANT Total \$ 136,190

RTC of Washoe County
Keystone Bridge Project Amendment #1

		Fully Burdened Rates				
Task	SubTask	Description	Labor Dollars	Labor Hours		
07		General Engineering Support	\$ -	0	0	0
07	02	Geotechnical Investigation	\$ -	0		
Labor Totals			\$0	0	0	0
Direct Expenses			\$184,727			

Gregg Drilling		
Role of Project	Employee Name	
TBD		
TBD		
TBD		

SUBCONSULTANT Total \$ 184,727

Direct Expenses Detail:	Amount	Subtask
Drill and Sample Borings	\$ 169,603.50	7.02
Clear five locations with air vacuum	\$ 12,685.00	7.02
Concrete coring (3 locations)	\$ 2,438.00	7.02
TOTAL	\$ 184,726.50	

RTC of Washoe County
Keystone Bridge Project Amendment #1

				Aerotek								
				Role of Project Employee Name								
				Eric Phan	Twan Negri	Eric Phan	Jonathan Guiry	Cameron Surprenant	Ryan V. Lance Y.	Margo Gagliano		
				Principal	Project Manager	Survey Manager	CADD Manager	CADD Technician	Survey Crew	Admin		
Fully Burdened Rates				\$262.17	\$197.89	\$224.85	\$95.56	\$70.64	\$207.78	\$68.15		
Task	SubTask	Description	Labor Dollars	Labor Hours								
03		Investigate Existing Conditions	\$ 27,551.36	174	4	8	22	20	44	70	6	
03	03	Topographic Survey	\$ 13,775.68	87	2	4	11	10	22	35	3	
03	06	Subsurface Utilities & Mapping	\$ 13,775.68	87	2	4	11	10	22	35	3	
03	07	Existing Hydrology	\$ -	0								
03	08	Field Review	\$ -	0								
06		Funding Support	\$ -	0	0	0	0	0	0	0	0	
06	02	Grant(s) Preparation and Submittal	\$ -	0								
07		General Engineering Support	\$ 24,950.72	156	8	0	0	0	0	0	0	
07	01	Conceptual Refinement and Workshop	\$ -	0								
07	02	Geotechnical Investigation	\$ -	0								
07	03	Traffic Analysis	\$ -	0								
07	04	Utility Coordination	\$ -	0								
07	05	ROW Support	\$ 24,950.72	156	8	28	28	28	28	28	8	
07	06	Hydraulics	\$ -	0								
07	07	Local Drainage	\$ -	0								
07	08	Constructability	\$ -	0								
07	09	Staging & MOT	\$ -	0								
08		Preliminary (30%) Design	\$ 13,571.23	84	2	4	11	10	22	35	0	
08	02	Survey Control	\$ 13,571.23	84	2	4	11	10	22	35	0	
Labor Totals			\$66,073	414	14	12	33	30	66	105	6	
Direct Expenses			\$28,000									

SUBCONSULTANT Total \$ 94,073

Direct Expenses Detail:		
Amount	Subtask	
Travel expenses \$ 4,000.00	3.03	
Potholing \$ 24,000.00	3.06	
TOTAL \$ 28,000.00		



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/20/2024

Agenda Item: 4.3.9

To: Regional Transportation Commission

From: Bryan Byrne, Project Manager

SUBJECT: Sierra Street Bridge Replacement CMAR Independent Cost Estimating (ICE) Services Contract

RECOMMENDED ACTION

Approve a contract with Innovative Contracting and Engineering LLC for independent cost estimating services related to the Sierra Street Bridge Replacement Construction Manager at Risk (CMAR) Project, in an amount not-to-exceed \$432,471.

BACKGROUND AND DISCUSSION

The RTC, in cooperation with the City of Reno, NDOT, and the Federal Highway Administration, is proposing to replace the bridge. In compliance with the National Environmental Policy Act of 1969 (NEPA), RTC will conduct an environmental study to evaluate and document the proposed project's potential impacts on surrounding resources. Following NEPA clearance, final design, and permitting, construction is anticipated to begin 2027.

As part of the Construction Manager at Risk (CMAR) Delivery method, an Independent Cost Estimator (ICE) team provides independent cost estimating development services for the CMAR Project. The ICE plays a vital role with leading the initial approach to cost and schedule. The Professional Services Agreement (PSA) includes construction cost estimating with contractor-style (production-based) methodologies, construction performance schedule, and basis of estimate. The ICE will support the RTC with the evaluation of the CMAR's Guaranteed Maximum Price (GMP) cost proposal.

Innovative Contracting & Engineering was selected from RTC Request for Proposal No. RTC 25-05 as a qualified firm to perform engineering services. The complete scope of services is included in Exhibit A to the attached PSA. Negotiation of Innovative Contracting & Engineering's scope, schedule, and budget for the requested services is deemed fair and reasonable.

FISCAL IMPACT

Fuel tax appropriations for this item are included in the FY 2025 budget.

PREVIOUS BOARD ACTION

7/19/2024 Authorized staff to pursue efforts to deliver the Sierra Street Bridge Replacement Project using the Construction Manager at Risk (CMAR) project delivery method, on a parallel path with planned and ongoing efforts to use the Design-Bid-Build project delivery method.

**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 Innovative Contracting and Engineering LLC (“CONSULTANT”).

WITNESSETH:

[WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform independent cost analysis in connection with the Sierra Street Bridge Replacement Project; and

WHEREAS, CONSULTANT submitted a proposal for RTC 25-05 Sierra Street Bridge Independent Cost Estimator (ICE) 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, 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 the RTC 25-05 Sierra Street Bridge Independent Cost Estimator. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

<u>Task Services</u>	<u>\$432,471</u>
Total Not-to-Exceed Amount	\$432,471

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 Bryan Byrne 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 Dan Bender 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 Bryan Byrne RTC Project Manager Regional Transportation Commission 1105 Terminal Way Reno, Nevada 89502 (775) 335-1865
CONSULTANT:	Dan Bender President Innovative Contracting & Engineering 5513 W 11000 N #501 Highland, UT 84003 Phone (702) 523-2354

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

Innovative Contracting & Engineering

By: _____
Dan Bender, President

Exhibit A

Scope of Services

Exhibit A
**SIERRA STREET BRIDGE PROJECT
INDEPENDENT COST ESTIMATING
SCOPE OF SERVICES**

PROJECT DESCRIPTION

The Regional Transportation Commission of Washoe County (RTC), in cooperation with the City of Reno, the Nevada Department of Transportation (NDOT), and the Federal Highway Administration (FHWA), is proposing to replace an aging bridge along Sierra Street over the Truckee River in the River Walk District of Reno, Nevada. The three-span steel bridge with a concrete façade currently provides two travel lanes for southbound traffic as well as parking lanes and sidewalks on each side of the bridge. The proposed project will address the structural deficiencies of the existing bridge and enhance safety for the traveling public. The Sierra Street Bridge Replacement Project (Project) is located on Sierra Street between West 1st Street and Court Street.

The existing bridge (B-303) was constructed in 1937 and is past the typical bridge life expectancy of 75 years. Various elements of the bridge are reaching the point where ongoing maintenance and rehabilitation can no longer address the existing deficiencies. The bridge received a “poor” rating during a June 2022 bridge inspection by NDOT. The bridge is also considered scour critical because its pier and abutment footings are not supported by piles and are founded at a shallower depth than current design requirements.

The bridge has been placed on a 12-month inspection cycle, instead of the typical 24-month cycle, so that the structural health can be monitored. The 2022 NDOT bridge inspection report noted that there is some amount of soil loss in the channel and recommended scour countermeasures to be installed at the piers. The existing bridge piers also collect debris, exacerbating flood events and resulting in road closures (most recently in 1997, 2005, and 2017).

The current bridge is a three-span steel girder bridge with a cast-in-place concrete deck and façade. The bridge is about 136 feet long and has a width of 62 feet (44 feet of roadway, two 8-foot sidewalks, and a 1-foot barrier at each edge of deck). The bridge will be replaced with a two-span bridge that will be approximately 133 feet long and 63 feet wide (as currently laid out). There will be two 13-foot southbound traffic lanes, two 10-foot, 6-inch-wide sidewalks, an 8-foot parking lane on the east side of the bridge that is separated from traffic with a 4-foot stripped buffer, and a 2-foot barrier at each edge of deck. A small deck overhang may be integrated at 60% design to provide an overlook to the river below. The single-pier concept maintains a roadway elevation similar to existing conditions. The bridge deck is being designed with precast concrete box beam girders.

There will be 3-foot, 6-inch-tall concrete bridge pylons at each of the four corners of the bridge. There will also be similar pylons that are a bit narrower located at each edge of deck where existing piers occur today (so that the bridge maintains a 3-span look from the deck). Bridge lighting will be provided via globe lights with hanging basket hooks for flowers (similar to those adjacent to the bridge).

Existing utilities across the bridge include NV Energy, Verizon, and Truckee Meadows Water

Authority (TMWA). All existing utilities are hung between existing girders of the bridge. The new bridge will include conduits inside the precast concrete box beam girders for NV Energy and Verizon. TMWA waterline(s) will be installed within steel casing that will be inside the precast concrete box beam girders.

In addition to the replacement of the bridge there will be replacement of adjacent retaining walls/ramps at the southeast and southwest corners of the bridge. The existing whitewater park exit at the southwest corner will be removed and replaced with a steeper ramp that will serve as City maintenance access for the Cochran Ditch. The Cochran ditch inlet and a portion of the pipe east of the inlet will also be replaced. The Fountainwalk ramp on the southeast corner of the bridge will be replaced with a new ADA compliant switchback ramp that is an approximate mirror image of the ramp at Virginia Street's southwest corner. This ramp will serve as the new whitewater park exit. Grouted rip-rap will be placed along both ramps and the south abutment.

Streetscape improvements include pedestrian-scale lighting, shade trees, and decorative colored sidewalk with scored patterns.

A majority of the project is located within the regulatory responsibility of Carson-Truckee Water Conservancy District (CTWCD), defined by the delineation of CTWCD's 14,000 cfs flow.

Occupancy within this delineation is constrained by the requirements of the USACE 408 permit, which will require vacating the delineation area if actual river flows in the channel are 8,000 cfs and rising. Additionally, the timeframe for work regulated by the permit will be limited to the period July 1 through October 31, with the potential to extend through November if approved by CTWCD.

Six properties in the project vicinity, including the existing Sierra Street Bridge, are listed or eligible for listing on the National Register of Historic Places. NDOT is leading consultation with the State Historic Preservation Officer (SHPO) to comply with Section 106 of the National Historic Preservation Act. RTC anticipates no adverse effect to five of the properties and an adverse effect to the historic Sierra Street Bridge. To resolve adverse effects to the Sierra Street Bridge, a Memorandum of Agreement (MOA) will be prepared between the SHPO, FHWA, and NDOT. Per guidance from NDOT, mitigation is expected to include recordation of the bridge and development of an interpretive display or website.

There are also several recreation facilities in the project vicinity, two of which are likely to be affected by the project; the Truckee River Walk and the Truckee River Whitewater Park. RTC is working with NDOT and FHWA to comply with Section 4(f) of the Department of Transportation Act, which protects publicly- owned parks and recreation areas. RTC anticipates the project impacts to these resources would be considered de minimis or would qualify for a temporary occupancy exception. Further coordination with NDOT and FHWA is needed once impacts to these resources are better defined. , It is anticipated that detours for the River Walk will need to be provided and an alternate exit will need to be signed/provided for Whitewater Park users.

Sierra Street would be closed between West First Street and Court Street during construction, and it is anticipated that Island Avenue will be closed from Sierra Street to Rainbow Street.

The construction manager will be responsible to understand and, as applicable, coordinate with adjacent construction projects to minimize potential impacts to this Project. For instance, the

construction timeline for the Kimpton hotel project located on the 1.4 acres between Court Street and Island Avenue, just west of Sierra Street, is unknown, but may require coordination.

Environmental Status

This project requires a National Environmental Policy Act (NEPA) approval by the Federal Highway Administration (FHWA) and permit authorizations from the Nevada Department of Environmental Protection (NDEP) and the United States Army Corps of Engineers (USACE). RTC is presently working with these state and federal agencies to obtain NEPA approval and permit authorizations prior to the completion of final design. Final environmental approvals and related requirements have not yet been secured. For this reason, project requirements from the NEPA process and permits are not currently known. These requirements, when available, will be incorporated into design plans and specifications. It is possible that the Project scope may need to be modified to address changes required by applicable environmental approvals. Nothing contained in the RFP or the Pre-Construction Services Agreement, including any description of the Project, is intended to modify, limit, or otherwise constrain the on-going environmental review and permitting for this Project or other projects within or around the Project area or commit the RTC or any other entity to undertake any action with respect to the Project, including any final design and construction of the Project. The RTC currently anticipates receiving a NEPA approval by November 2025 and permit authorizations by February 2027. Proposers must be mindful that these dates could change, and release of this RFP does not obligate agencies to provide a NEPA approval or issue permits for the Project. Failure to obtain NEPA approval or permits may result in delay or cancellation of the RTC's construction of this Project.

The NEPA clearance will be based on 60% design. Any substantive design changes after 60% design could necessitate a NEPA reevaluation to confirm the NEPA clearance is still valid and/or a new NEPA process if design changes have new or increased impacts to sensitive resources that invalidate the NEPA clearance. RTC will maintain coordination with NDOT to determine the environmental approval needs for design changes through final design. No changes will be approved prior to this coordination and confirmation of impact to the NEPA clearance.

Design Status and Project Risks

The Project is currently approaching the 60% design stage. The existing 30% plan set, all applicable reports, and other Project-related documentation are available on RTC's website at: <https://rtcwashoe.procureware.com/>.

Some of the currently identified Project risks include the following items

- Utility Risks –Potential delay from relocation/adjustment/installation of utilities; including utilities within the bridge, TMWA waterline relocation/connections to properties north of the bridge, and coordination with various utility companies such as Verizon, NV Energy, TMWA, and any others that may wish to add utilities to the project.
- Environmental Risks – Potential impacts to address in-river work limited to the July 1 through October 31 period, protection of water quality, bird nesting, noise impacts, floodplain impacts, maintain river access/usage upstream of the bridge (Whitewater

Park), and lead time to acquire permits.

- Management Risks – pedestrian and vehicle detours during construction, construction noise impacts, material price escalation, labor availability, potential flooding, availability and access to staging areas and project, acquisition of temporary construction easements, timeliness to achieve acceptable GMP, and impacts to adjacent businesses and residents.
- Structures Risks – lead time for acquisition of materials, quantity risk for unknown pile lengths, availability of form liner.
- Roadway Risks - Achieving temperature requirements for paving, proximity to existing buildings, and associated construction impacts.

The RTC anticipates that additional Project risks will be identified and mitigation recommendations developed through the design process with assistance and input from the Construction Manager as further described in the Scope of Services Summary section below.

PROJECT TEAM AND THIRD-PARTY STAKEHOLDERS

The RTC is performing the design and construction engineering services for the Project which has multiple federal funding sources from FWHA. RTC and NDOT are under a Local Public Agency Agreement (LPA) for the use and reimbursement of federal funds and identification of responsibilities and requirements for adherence with applicable Federal and State regulations and policies. The City of Reno owns and maintains the Sierra Street Bridge. Carson-Truckee Water Conservancy District (CTWCD), as the local sponsor for the USACE has jurisdiction of the Truckee River floodway within the Project Limits per the Martis Creek Lake Agreement. The Truckee River Flood Management Authority (TRFMA) provides technical support to the City of Reno to manage and reduce flood impacts of the Truckee River.

The project will require partnering with other members of the Project Team. Without limitation, the following groups will be part of that coordination:

1. RTC's Project Manager and Management Team
2. RTC's Right-of-Way and Communications Team
3. RTC's Design Service Provider
4. RTC's Construction Engineer Service Provider (CE)
5. Local residents, property owners, businesses, and tenants
6. The Construction Manager and any subcontractors
7. The City of Reno
8. The Truckee River Flood Management Authority (TRFMA)
9. The Nevada Department of Transportation (NDOT)
10. The Federal Highway Administration (FHWA)
11. The U.S. Army Corps of Engineers (USACE),

12. The Carson-Truckee Water Conservancy District (CTWCD)
13. The Nevada Division of Environmental Protection (NDEP)
14. The Nevada Division of State Lands (NDSL)
15. The U.S. Fish and Wildlife Service (USFS)
16. Utilities, including NV Energy, Verizon, and TMWA

PROJECT GOALS

The goals of the Project are to:

1. Minimize impacts on businesses and the traveling public/recreational users during construction
2. Complete the construction work to include replacing the bridge, preserving the hydraulic capacity of the Truckee River, replacing the river access ramp and Cochran Ditch at the southwest corner, and replacing the river access ramp at the southeast corner in as short of a time as possible with no more than two river diversions
3. Maximize quality of the Project by applying innovations and benchmark quality practices in construction materials, means, and methods while maintaining the projects purpose, need, and goals
4. Although still a construction zone, complete work considering the continued use of the River Walk and area by limiting haul routes through downtown and limiting times for noisy or unsightly construction work
5. Provide ongoing access for adjacent businesses and residents throughout construction and ensure open, timely, and accurate communication and effective coordination with the public and other Project stakeholders
6. Help identify appropriate staging areas and provide input on environmental permitting and construction permitting questions as needed
7. Maintain forward compatibility with the City of Reno planning studies for future downtown improvements associated with Wingfield Park and the River Walk (Park Master Plan)
8. Build and maintain a professional and collaborative Project team
9. Record zero environmental compliance findings through implementation of all identified mitigation measures, permit requirements, and implementation of best management practices
10. Reach a fair and reasonable fixed price or Construction GMP for the construction of the Project

PRE-CONSTRUCTION SCHEDULE AND PROJECT WORK DURATION

Services shall commence upon receipt of the Notice to Proceed from the RTC. Table 1 has been established with anticipated dates, timeframes and deadlines to ensure timely Project delivery.

Table 1: Preliminary Schedule

Meeting / Milestone Description	Due Date	Location / Duration
Anticipated RTC Board approval and NTP	11/15/2024	N/A
Project Team Kickoff Workshop	12/4/2024	RTC Offices
Initial Approach to Schedule and Cost Meeting and Field Visit	12/5/2024	RTC Offices
Design/Risk/Innovation Workshop #1	1/15/2025	RTC Office
Anticipated 60% Design Completion	4/25/2025	N/A
60% Quantity Reconciliation	5/12/2025	RTC Offices
60% Opinion of Probable Construction Cost (OPCC #1) Due	5/28/2025	N/A
60% Reconciliation Meeting	6/11/2025	RTC Offices
Design/Risk/Innovation Workshop #2	6/12/2025	RTC Office
Partnering Meeting #1	June 2025	RTC Offices
Subcontracting Plan and Prequalification	6/13/25-11/13/25	TBD
Anticipated 90% Design Completion	10/3/2025	N/A
90% Quantity Reconciliation	10/20/2025	RTC Offices
90% OPCC #2 Due	11/4/2025	N/A
90% Reconciliation Meeting	11/12/2025	RTC Offices
Partnering Meeting #2	November 2025	RTC Offices
Risk Workshop #3	11/17/2025	RTC Offices
Anticipated 100% Design Submittal	3/6/2026	N/A

100% Quantity Reconciliation	3/9/2026	RTC Offices
100% OPCC #3 Due	3/24/2026	RTC Offices
100% Reconciliation Meeting	4/1/26	RTC Offices
NDOT LPA Approval– Construction Funding Authorization	June 2026	N/A
Notification to Subcontractors (Bid Proposal Form)	6/29/26	TBD
Subcontractor Bid Proposal Form Opening	7/17/26	TBD
GMP Bid Due	July 2026	N/A
GMP Negotiations	August 2026	RTC Offices
RTC Board Awards Construction Contract	October 2026	N/A
Construction Begins	2027	N/A

Notes: N/A = not applicable; TBD = to be determined.

Project Work Duration

1. Pre-Construction Work duration: The time period for the pre-construction work described in this Scope of Services is approximately twenty-seven (27) months, with Services beginning within five (5) working days of the Notice to Proceed for pre-construction services. Work duration for construction will be identified in the Construction Contract.
2. Project construction schedule: It is the RTC’s intent that the Project Team works collaboratively to develop the Project design in an efficient and prompt manner in order to award a Construction Contract no later than the October 2026 RTC Board Meeting. Given the need to address concerns of a wide variety of stakeholders, it is critical to develop a construction schedule that minimizes impacts to adjacent businesses, the traveling public, and users of the River Walk.

Scope of Services Summary

The Independent Cost Estimator (ICE) shall work with and become part of RTC’s project team, which also consists of the RTC Project Manager, the RTC Design Service Provider, the RTC

Construction Manager at Risk (CMAR), the RTC Construction Engineering Service Provider(s), and the RTC Price Facilitator (if used) to accomplish the following tasks. The actual number of meetings, deliverables, GMP bids, etc., and other specific project details to meet an accelerated schedule are not known at this time. Consequently, the following task descriptions are considered preliminary. The final task scopes will be reflected in the Professional Services Agreement prior to award and execution.

The tasks listed below are a representative list of tasks that may be requested of the ICE during the Pre-Construction Services phase of the Project. This list is not exhaustive, and tasks may be added or deleted during the negotiations of the Professional Services Agreement. The ICE's tasks shall include the following:

Task 1.0 Project Management

Assign a project manager who will act as the primary point of contact for the RTC. The project manager will manage the Independent Cost Estimator (ICE) team. Services performed under the project management task include, but are not limited to, supervision of all ICE work performed for this project; quality of work; communication with team members; project accounting, project startup, monthly invoicing, and project closeout; and coordination with the RTC Project Manager.

Deliverable: All project files and deliverables created for this agreement will be compiled and provided to the RTC at the end of the project.

Task 2.0 Project Meetings

1. **Monthly Design Status Meetings:** Consultant's project manager will assign one ICE team member to attend monthly two (2) hour virtual project management team (PMT) meetings. The ICE team member will be expected to keep the ICE apprised of the design development progress and direction, and to consult weekly with the RTC with input on the design direction. PMT attendance will allow the ICE to remain in close communication with the design team and be aware of the project design status. No deliverables are required.
2. **Kickoff Meeting/Field Visit:** Actively participate as a member of the Project Team kickoff meeting to be led by the RTC. The Project Team kickoff workshop may include discussion of the following topics:
 - a. Introduction to the Project, the CMAR project delivery method, the partnering process, and the Project stakeholders
 - b. Presentation of Project elements and Project scope
 1. Project status, goals, objectives, etc.
 2. Project information, including relevant plans, specifications, studies, and reports
 - c. Project schedule and major milestones
 1. Project Team meetings
 2. Major project activities

- d. Identification of roles and responsibilities for the Project Team
 - 1. Owner
 - 2. Designer
 - 3. Construction Manager
 - 4. ICE
 - e. Process for design input
 - 1. Innovation
 - 2. Alternative design analysis
 - 3. Designer needs
 - f. Communication protocol and plan
 - g. Change management process
 - h. Initial discussions on
 - 4. Cost/pricing development
 - 5. Project risk identification
 - i. Questions & Answers
 - j. Project Tour/Field Visits
3. **Partnering.** Actively participate in the partnering process alongside all members of the Project Team. The ICE is required to participate in all scheduled partnering meetings, which is anticipated to be three (3) meetings. The partnering process will commence during the pre-construction phase and continue throughout the construction phase. A partnering facilitator will be selected by the RTC.
4. **Other Project Meetings and Tasks.** Attend, actively participate in, and provide written comments related to the items listed above (Task 2.0 Sub-item 2.) at the following milestone meetings:
- a. 90% Design Review Meeting
 - b. Final Design Review Meeting
 - c. Quantity Reconciliation Meetings
 - d. Project cost model and schedule development meetings
- These meetings focus on establishing, modifying, and maintaining the production-based cost model so that assumptions, contingency, risk, and approaches to the estimates are fully understood by the Project Team.

The ICE may be given Project assignments and tasks for follow-up during the workshops and/or meetings, as well as a schedule for performing and completing such assignments and tasks. The ICE shall be responsible for meeting the commitments for responding in a format acceptable to the RTC and within the time period directed by the RTC, which, in determining such schedule, shall consider the deliverable size and complexity. The Project Team shall establish these expectations, assignments, and commitments at the Project Team kickoff workshop and shall update and discuss the same regularly during Project meetings.

Task 3.0 Construction Cost Estimating

1. **Initial Approach to Cost & Schedule:** The ICE will lead the Initial Approach to Cost & Schedule meeting and will work with the RTC and CMAR to establish an agreeable approach to cost estimating and scheduling, and agree upon means of communicating changes in scope and quantities. This will include, but not be limited to open book discussion of local labor rates, anticipated production rates, conduct of construction plan and subcontracting plan. The ICE should familiarize themselves with each of these topics prior to the meeting if available. The Initial Approach to Cost & Schedule meeting will be attended by the project manager, lead estimator, scheduler, and the senior cost estimator. The purpose of this meeting will be to establish like assumptions for construction means and methods as well as to establish the plan to communicate changes in scope, quantity and phasing between the CMAR and ICE to ensure a consistent estimating foundation for the production-based cost estimates. The ICE, Designer, and the CMAR will meet prior to OPCC #2 to discuss and agree upon incorporation of subcontractors/material suppliers prices in the OPCC #2 cost estimates.

2. **Opinion of Probable Cost of Construction #1:**
 - a. Prior to the Opinion of Probable Cost of Construction (OPCC) Meeting #1 the ICE will prepare the construction performance schedule (CPS). The schedule will identify project phasing and construction scenarios to optimally work with the constraints previously identified. The schedule will include procurement of long lead items & subcontractor procurement time frames. Schedule will be formatted to follow the cost estimate for ease of analysis.
 - b. Prior to the OPCC #1 the ICE, Designer, and the CMAR will prepare individual cost estimates based on the 90% design drawings provided by the Designer. The estimate shall reflect and be consistent with the agreed upon methods and measurements of payment anticipated for each bid item. Indirect costs will be scoped, quantified, and priced discreetly. Home office overhead and profit will be identified. Agreement will be reached regarding allocation of indirect costs and O&P into direct costs to arrive at a total unit price for each pay item. Risk allocation and associated contingencies will be per the agreed upon and regularly updated risk log that will be maintained by the RTC and available to the ICE throughout the process. Mobilization and demobilization pay items will be based on identified scope, quantities, and pricing. The CMAR and ICE shall provide a narrative report documenting the Basis of Estimate:
 - i. Summary of markups: Escalation, overhead, profit, contingency, assumptions and clarifications, allowances, exclusions.

All OPCC's will be submitted to the RTC via an Excel format spreadsheet with bid item descriptions, quantities and units.

- c. The ICE will attend the OPCC reconciliation meetings as necessary to discuss assumptions and allocations associated with unit prices and schedule logic not in

agreement. The differences identified will be discussed at the meeting. The one (1) day meeting will be attended by the project manager, senior cost estimator, scheduler, and the lead estimator. Following the OPCC reconciliation meeting, the ICE and CMAR will refine their OPCC #1 cost estimates based on discussions at the meeting, and resubmit to RTC approximately 1 week later.

Deliverables: Construction performance schedule, Narrative report documenting the Basis of Estimate, original and revised OPCC #1.

3. Opinion of Probable Cost of Construction #2:

- a. Prior to the Opinion of Probable Cost of Construction (OPCC) Meeting #2 the ICE will update the construction performance schedule (CPS). The schedule will identify project phasing and construction scenarios to optimally work with the constraints previously identified. The schedule will include procurement of long lead items & subcontractor procurement time frames. Schedule will be formatted to follow the cost estimate for ease of analysis.
- b. Prior to the OPCC #2 the ICE, Designer, and the CMAR will prepare individual cost estimates based on the 100% design drawings provided by the Designer. The estimate shall reflect and be consistent with the agreed upon methods and measurements of payment anticipated for each bid item. Indirect costs will be scoped, quantified, and priced discreetly. Home office overhead and profit will be identified. Agreement will be reached regarding allocation of indirect costs and O&P into direct costs to arrive at a total unit price for each pay item. Risk allocation and associated contingencies will be per the agreed upon and regularly updated risk log that will be maintained by the CMAR and available to the ICE throughout the process. Mobilization and demobilization pay items will be based on identified scope, quantities, and pricing. The CMAR and ICE shall provide a narrative report documenting the Basis of Estimate:
 - i. Summary of markups: Escalation, overhead, profit, contingency, assumptions and clarifications, allowances, exclusions.

All OPCC's will be submitted to the RTC via an Excel format spreadsheet with bid item descriptions, quantities and units.

- c. The ICE will attend the OPCC reconciliation meetings as necessary to discuss assumptions and allocations associated with unit prices and schedule logic not in agreement. The differences identified will be discussed at the meeting. The one (1) day meeting will be attended by the project manager, senior cost estimator, scheduler, and the lead estimator. Following the OPCC reconciliation meeting, the ICE and CMAR will refine their OPCC #2 cost estimates based on discussions at the meeting, and resubmit to RTC approximately 1 week later.

Deliverables: Construction performance schedule, Narrative report documenting the Basis of Estimate, original and revised OPCC #2.

4. Develop GMP #1

- a. ICE will submit a full Guaranteed Maximum Price (GMP) cost proposal to the RTC on a spreadsheet. The ICE shall submit the Construction GMP bid in accordance with the requirements delineated herein, and utilizing the same production-based cost model as was used in development of the previous OPCCs along with a narrative report documenting critical assumptions and/or decisions of costing that may impact the fluctuations in pricing adherence (on an open- book basis).
- b. ICE will actively participate in GMP #1 Meeting. This meeting will be attended by the project manager, lead estimator, and the senior cost estimator.
- c. ICE will work with the RTC to evaluate the CMAR GMP. Details of the CMAR GMP will be compared to the ICE GMP. Differences will be identified and discussed.

Deliverables: Narrative report documenting critical assumptions and/or decisions of costing that may impact the fluctuations in pricing adherence. ICE will provide key negotiating points to assist RTC.

Task 4.0 Constructability Review

1. Review Construction Contract documents for adequate quality for bidding and construction purposes and to eliminate conflicts and ambiguities in the documents that could lead to change orders or disputes.
2. Integrate construction scheduling knowledge and experience into the pre-construction (design) process.

Task 5.0 Scheduling

1. Prepare an independent construction schedule identifying the sequence of construction, major tasks and durations, high-risk activities, interdependencies between tasks, risks, and the critical path. This construction schedule shall form the approach to the preparation of the ICE's first independent cost estimate.
2. Following review of the CMAR's initial construction schedule, review subsequent construction schedules provided by the CMAR and provide written analysis and recommendations to improve their usefulness to the Project Team. Demonstrate practicality in approach and concentrate remarks and discussions on critical path and high-risk activities.

Task 6.0 Risk Identification and Mitigation

1. The ICE team will participate in a series of three (3) Risk/Innovation Workshops to develop the construction risk register. The ICE team will participate and provide necessary information and data to populate and update the risk register. The Risk/Innovation Workshops will be attended by the project manager, lead estimator, senior cost estimator and scheduler.

Exhibit B

Compensation

Exhibit B
Justification of Costs and Fees
November 5, 2024
Independent Cost Estimating Services
Replacement of Sierra Street Bridge

ICE Teams

MANHOURS								
TASK	PM	SCE	LCE	CE	SS	SCE	Admin	TOTAL
Project Management and Meetings								
Kickoff Meeting	Dan	Kyle	Jeremy	Alex	Tom	Matt	Sarah	
Kickoff Meeting	16		16	16				48
Monthly Design Status Meetings			36					36
Partnering Meeting	6		6		6			18
Quantity Reconciliations (60%, 90% and 100%)	12		12	12		12		48
Design Review Meetings (60%, 90% and 100%)	12		12	12				36
Risk Workshops (Initial, 60% & Final)	24		24	24				72
OPCC Meetings (60%, 90% and 100%)	24		24	24	16	16		104
GMP #1 Meeting	8		8					16
Project Management and Consultation	40						200	240
60% Design Milestone								
Review 60% Plans, Specifications and Perform Market Research	2		4	8	2			16
Quantity Takeoffs	2		24	20		40		86
CPM Construction Schedule	2		8	4	60			74
60% Cost Estimate	4		80	120		160		364
Develop Risk Register								0
Constructability Review	6		8	8				22
90% Design Milestone								
Review 90% Plans, Specifications and Perform Market Research	0		0	0	0			0
Quantity Takeoffs	2		16	20		30		68
CPM Construction Schedule	2		4	4	20			30
90% Cost Estimate	4		40	80		120		244
Develop Risk Register								0
Constructability Review	4		6					10
100% Design Milestone								
Quantity Takeoffs	2		16	20		30		68
Review CMAR CPM Schedule and Provide Optimization Comments	2		4		20			26
100% Cost Estimate	4		40	80		120		244
Update Risk Register								0
Constructability Review								0
GMP Milestone								
GMP Proposal (including narrative report)	4		12		4			20
CMAR GMP Evaluation	4		4		4			12
TOTAL MH - ICE Teams								
	186	0	404	452	132	528	200	1,902
LABOR COSTS								
Category - Description						Hourly Rates	MH	Amount
Project Manager - PM						\$ 126.26	186	\$23,483.89
Sr. Cost Estimator - SCE						\$ 72.09	0	\$0.00
Lead Cost Estimator - LCE						\$ 100.71	404	\$40,686.48
Structures Cost Estimator - CE						\$ 66.26	452	\$29,947.70
Sr. Scheduler - SS						\$ 72.09	132	\$9,515.42
Scheduler/Cost Estimator - SCE						\$ 50.09	528	\$26,447.31
Admin Asst. - Admin						\$ 42.93	200	\$8,586.77
							Subtotal	\$138,667.57
						Title I Multiplier	2.986	\$414,061.36
Subtotal Labor Costs								\$414,061.00
EXPENSES								
ITEM	Quantity	Unit	Rate	Amount				
Airfare	23	each	\$500.00	\$11,500.00				
Parking (airport)	46	day	\$30.00	\$1,380.00				
Hotel	23	night	\$125.00	\$2,875.00				
Car Rental	10	day	\$70.00	\$700.00				
Gas for rental	25	gallon	\$4.25	\$106.25				
Mileage	250	mile	\$0.585	\$146.25				
Meals (Breakfast)	23	each	\$12.00	\$276.00				
Meals (Lunch)	46	each	\$16.00	\$736.00				
Meals (Dinner)	23	each	\$30.00	\$690.00				
		each		\$0.00				
Subtotal Expenses								\$18,409.50
TOTAL COSTS - ICE Teams								
								\$432,471

Exhibit C

Indemnification and Insurance Requirements

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

2022-07-08 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least **\$1,000,000** per occurrence and at least **\$2,000,000** for any applicable coverage aggregates or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONSULTANT shall furnish copies of certificates of insurance evidencing coverage for each Sub. The CONSULTANT need not require its non-design subcontractors to carry Professional Errors and Omissions Liability insurance.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

- A. Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at RTC's option.
- B. If CONSULTANT fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, RTC shall have the right, but not the obligation, to purchase said insurance at CONSULTANT's expense.
- C. Any waiver of CONSULTANT's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of RTC. Failure of RTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RTC to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, and such coverage and limits shall not be deemed as a limitation on CONSULTANT's liability under the indemnities granted to RTC in this contract.
- E. If CONSULTANT'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/20/2024

Agenda Item: 4.3.10

To: Regional Transportation Commission

From: Maria Paz Fernandez, Project Manager

SUBJECT: Traffic Engineering Spot Improvement 26-01 Project Professional Services Agreement

RECOMMENDED ACTION

Approve a contract with CA Group, Inc., for design services and engineering during construction services for the Traffic Engineering Spot Project 26-01, in an amount not-to-exceed \$345,699.

BACKGROUND AND DISCUSSION

This Professional Services Agreement (PSA) with CA Group, Inc., is for professional design services for the Traffic Engineering Spot Improvement 26-01 Project in the amount of \$241,865 and engineering during construction services (EDC) in the amount of \$93,834. Project contingency in the amount of \$10,000 is also included in the agreement.

The project includes the design and analysis of operational, safety, and other traffic improvements to existing facilities at the following locations:

- 1- South Virginia Street at Kietzke Lane,
- 2- Double R Boulevard at Amston Road,
- 3- McCarran Boulevard at Mira Loma Drive,
- 4- Veterans Parkway at Cesena Avenue/Pesaro Way, and
- 5- Mae Anne Avenue at Ambassador Drive and Stone Valley Drive.

These intersection improvements locations are prioritized within the RTC ITS Network Master Plan. CA Group, Inc., was selected from the Traffic Engineering Design and Construction Management Services List as a qualified firm to perform engineering, construction management, and quality assurance. CA Group, Inc.'s scope, schedule, and negotiated budget amount for services is within the appropriated budget.

- Design Notice-to-Proceed: December 2024
 - 60% Design Submittal: June 2025
 - Final Design Submittal: August 2025
 - Construction: March 2026
-

This item supports Strategic Roadmap Goal #4, "Proactively manage congestion" and FY2025 RTC Goal, "Begin implementation of ITS Master Plan and standup of Traffic Management Center".

FISCAL IMPACT

Fuel tax appropriations for this item are included in the FY2025 budget.

PREVIOUS BOARD ACTION

3/18/2022 Approved the qualified list of consultants to provide civil engineering, design, and construction management services for the Traffic Engineering Program and the Intelligent Transportation Systems (ITS) Program.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of _____, 2024, by and between the Regional Transportation Commission of Washoe County (“RTC”) and CA Group, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected CA Group, Inc. from the Traffic Engineering shortlist to perform Design and Optional Engineering During Construction Services in connection with TE Spot 26-01.

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

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

- 3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.
- 3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC's Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Design Services	\$241,865
Design Contingency	\$5,000
Engineering During Construction Services	\$93,834
<u>Engineering During Construction Services Contingency</u>	<u>\$5,000</u>

Total Not-to-Exceed Amount \$345,699

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

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

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Maria Paz Fernandez
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1861

CONSULTANT: David Dodson
Project Manager
CA Group, Inc.
8630 Technology Wy, Ste C
Reno, NV 89521
(775) 393 2040

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

CA GROUP, INC.

By: _____
Chad Anson, Executive Vice President

Exhibit A

Project Team

Scope of Services

Schedule of Services

Traffic Engineering Spot 26-01

CA Group Personnel Classification and Rate Schedule

Project Manager..... \$295.00

David Dodson

Design Lead/Quality Lead/RE..... \$265.00

Dean Mottram

Paul Frost

Peter Booth

Senior Engineer..... \$215.00

Hoang Hong

Vinay Virupaksha

Sriram Bala

Engineer.....\$170.00

Trevor Howard

Anila Kaiparambil

Engineering Intern..... \$130.00

Rani Tariq

Lu Wang

Senior Designer..... \$180.00

Steve Bird

Jamie Fuller-Dunn

Intern.....\$60.00

Emily Frost

Inspector.....\$145.00

Mark Cooper

EXHIBIT A
SCOPE OF SERVICES

INTRODUCTION

CONSULTANT will provide Engineering Design and Construction Administration Services for the Traffic Engineering Spot Improvement 26-01 Project.

The project limits and anticipated improvements include:

- **S Virginia St at Kietzke Ln**
 - Extend SB Virginia to NB Kietzke left turn lane (Construction Management (CM) services only)

- **Double R Blvd and Amston Rd** (Scope needs to be finalized with City of Reno. Possible improvements include):
 - Remove and/or trim vegetation
 - Remove and/or trim the foliage located in the median north of Double R/Amston to improve the sight distance.
 - Porkchop island on Amston approach
 - Install a porkchop island on the Amston approach to physically restrict the left-out movements.
 - Median buffer and acceleration lane striping
 - Re-stripe Double R southbound for possible opportunity to create an acceleration lane or buffer space for WB to SB left turns.
 - Intersection warning signage
 - Flashing intersection ahead warning signs.
 - Crosswalk
 - Construct a crosswalk across Double R south of Amston.

- **McCarran Blvd and Mira Loma Dr**
 - Install mid-block crosswalk near Rosewood Apartments pending City approval
 - 30% design and estimate for Mira Loma capacity improvements on east side of intersection (dual left-turn lanes)
 - Access management evaluation
 - Multi-modal upgrades evaluation

- **Veterans Pkwy and Cesena Ave / Pesaro Way**
 - Signal warrant analysis

- If signal isn't warranted, perform access management evaluation
- **Mae Anne Ave and Stone Valley Dr**
 - Signal warrant analysis at Ambassador Dr. Discuss additional signal effects on the Stone Vally Dr. intersection.

The anticipated project schedule includes seven (7) months to perform the studies at the various locations, preliminary design for 2 locations and final design for 1 location. Bidding Services, Contract Administration and Construction is anticipated to be four (4) months.

No right-of-way is anticipated for this scope of work

Major milestones anticipated to maintain the overall Project schedule are listed below:

- Service Provider Agreement: December 2024
- NTP: January 2025
- Studies: March 2025
- 30% Design: April 2025
- 60% Design: June 2025
- 90% Design: July 2025
- 100%: August 2025
- Final Design: August 2025
- Invitation to Bid: September 2025
- Construction: Early Spring 2026

The scope of services will generally consist of the following tasks:

1. PROJECT MANAGEMENT

1.1. Team and Project Management

CONSULTANT will provide project management services for the duration of the Traffic Engineering Spot Improvement 26-01 Project including closeout activities; assumed to be seven (7) months total, January 2025 through August 2025. Once the project proceeds to construction, project management services will be performed under the Contract Administration task.

Project management includes project setup and administration, including preparation and execution of Subconsultant agreements; monthly budget monitoring and invoicing; monthly preparation and reporting of project progress (including work completed and documentation of any changes, actual and anticipated, in scope, schedule, and budget); risk management; preparation and monthly project schedule updates; management of Subconsultants, oversight of quality assurance on deliverables; file management; project closeout; and general project administration.

CONSULTANT Project Manager will serve as the Regional Transportation Commission

(RTC)'s single point of contact and will have primary responsibility for coordinating the efforts of the project team and subconsultants.

1.2. Project Coordination and Meetings

The CONSULTANT Project Manager will be responsible for the ongoing project coordination of CONSULTANT activities for the duration of the work. The CONSULTANT Project Manager shall also maintain communication, as appropriate, with local, state, and private stakeholders as required for the progress of the scope of work detailed in this document. All significant communications shall be documented and reported to the RTC Project Manager. CONSULTANT Project Manager will keep the RTC Project Manager informed of progress with bi-weekly informal briefings via email or phone call. The CONSULTANT Project Manager will coordinate with team leads to discuss the progress of the project and identify issues and action items to be addressed.

1.2.1. Project Kickoff Meetings

CONSULTANT will hold a kickoff meeting with the RTC and other agency staff as appropriate, to confirm the project objectives, approach, milestones, stakeholder and outreach approach, and potential project challenges. CONSULTANT will prepare a meeting agenda, take and distribute meeting minutes, and track concerns about the project from the attendees.

CONSULTANT will hold an internal kickoff meeting with CONSULTANT staff, and subconsultants to internally align the team with the goals of the RTC and the goals of the project.

1.2.2. Project Management Team Meetings

CONSULTANT will facilitate monthly meetings with the RTC Project Manager to discuss the design progress; upcoming milestones; scope, schedule, and budget; risk status; key technical issues by discipline; and make informed decisions. This meeting will be facilitated by the CONSULTANT Project Manager and an agenda and meeting summary will be provided. A total of ten (10) meetings are anticipated.

Deliverables - Meeting Invitation, Materials, Exhibits and Summaries

1.3. Design Schedule

CONSULTANT will prepare and maintain a project schedule and distribute updates on a monthly basis. The schedule will be reviewed with the RTC at monthly Project Management Team (PMT) meetings, with a focus on the upcoming 4-week look ahead, critical path activities, and schedule threats.

1.4. Constructability Reviews and Construction Schedules

CONSULTANT will provide an independent constructability review of the 60 Percent Design plans, an independent review of the 90 Percent Design plans, and provide a draft construction

schedule at the 90 Percent Design submittal. Constructability reviews and updates to the draft construction schedule will be provided on the Final Design Submittals.

2. INVESTIGATION OF EXISTING CONDITIONS

2.1. Condition Survey

CONSULTANT will visually evaluate and document the condition of the existing roadways and project site conditions during two (2) one-day site visits.

CONSULTANT will document potential design constraints at each location (drainage, utility, landscape, aesthetics, etc.) and evaluate signing, lighting, striping, and approaches based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current ADA standards and consider multi-modal improvements. CONSULTANT will review other field conditions as appropriate.

2.2. Topographic Survey

These services will not be provided for all locations. Topographic mapping and boundary for the Double R Blvd./Amston Rd., and McCarran Blvd./Mira Loma locations will be performed to meet design needs.

CONSULTANT will conduct field surveys and provide photogrammetric mapping and office support to produce topographic design surveys within the project area. The survey information will be provided for the full right-of-way width and/or limits of proposed construction. Aerial mapping will include the full-length right-of-way corridor.

All key existing features of the project site will include, but will not be limited to: centerline elevations; existing stripping; edge of pavement; curb, gutter, and sidewalks; ADA ramps; multi-use paths; retaining walls; ditch features; hinge points; location, invert and rim elevations of all sewer and storm drain manholes and cross-manholes; culverts; location, invert and rim elevations for all water and gas valves, boxes and vaults; location, invert and rim elevations of storm drain inlets and catch basins; utility poles and anchors; fences; signs; existing survey monuments encountered; location of underground utility carsonite markers (if any); and any other key existing features.

CONSULTANT will perform minor supplemental field survey as necessary as design progresses.

The horizontal datum shall be Nevada State Plane Coordinate System, West Zone NAD83/94 (HARN), based on GPS surveys. The vertical datum shall be NAVD 88 based on digital bar-code leveling circuits to published City or County, benchmarks.

Deliverables – Color aerial imagery ortho photos compatible with both MicroStation and AutoCAD; topographic linework, existing ground surface including 3D breaklines; label callouts for rim and pipe inverts of storm drains, sewer systems, and other utilities; 1-foot existing ground contour intervals at a scale of 1" = 40' for a reasonable offset each side of right-

of-way and beyond each of the project location limits.

2.3. Subsurface Utilities

Utilities within the project area for the S. Virginia St./Kietzke Ln., Double R Blvd./Amston Rd., and McCarran Blvd./Mira Loma locations will be located and assessed for possible conflict with the proposed project.

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. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features.

Based on field investigation, CONSULTANT will provide the RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project and prepare the initial notification for placement on RTC letterhead and for RTC signature. CONSULTANT will distribute to the utility agencies on the list and coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to ensure utilities likely affected by the project are drawn on the plans, evaluate potential conflicts through field investigation, and investigate conflict resolution strategies.

No upgrading or expanding of facilities shall be included.

CONSULTANT will distribute design review submittals to utility agencies for review and comment and provide the RTC a list of utility agencies provided design review submittals and Utility Agency review comments.

Deliverables - Depiction of Subsurface Utilities on Design Plans, Subsurface Utility Inventory

3. PRELIMINARY STUDIES

3.1. Data Collection

CONSULTANT will obtain as-built data (hard copy, .pdf, and electronic CADD files) for the Traffic Engineering Spot Improvement 26-01 Project limits from the RTC and the City of Reno if available.

3.2. Traffic Counts

CONSULTANT will perform traffic counts to support the performance of traffic signal warrants at the following locations:

Veteran's Pkwy and Cesena Ave./Pesaro Wy.
Mae Anne Ave. and Ambassador Dr.

3.3. Pedestrian Counts

CONSULTANT will perform pedestrian counts to support the warrants that may be needed to justify mid-block crosswalks and/or controls that may accompany the crosswalks. The following locations are anticipated to require crosswalks:

Double R Blvd. and Amston Rd.
McCarran Blvd. and Mira Loma Dr.

3.4. Signal Warrant Analysis

CONSULTANT will conduct signal warrant analysis per MUTCD requirement for the following intersections:

Veteran's Pkwy and Cesena Ave./Pesaro Wy.
Mae Anne Ave. and Ambassador Dr.

CONSULTANT will prepare a Technical Memo discussing the warrant analysis and address each warrant discussed in the MUTCD requirements.

3.5. Access Management Evaluation

CONSULTANT will prepare an Access Management Technical Memorandum that documents the existing number of driveway locations. Existing driveways will be evaluated for conformance/non-conformance to current local access management standards. In addition, the technical memorandum will discuss existing access conditions and provide recommendations to the RTC where consolidation, removal or limitation of access for driveways should be considered. Memorandums will be provided for the following locations:

Veteran's Pkwy and Cesena Ave./Pesaro Wy.
McCarran Blvd. and Mira Loma Dr.

3.6. Multimodal Connectivity/Upgrade Evaluation

CONSULTANT will prepare a Multimodal Connectivity/Upgrade Technical Memorandum that documents and reviews the following intersections to identify multi-modal connectivity including pedestrian, bicycle, and transit modes:

McCarran Blvd. and Mira Loma Dr.

CONSULTANT shall identify the entire absence or gaps within these modes for consideration by the RTC for potential improvements.

3.7. Design Criteria

CONSULTANT will develop design criteria for the project and will establish guidance based on:

- Standard Specifications for Public Works Construction, (Orange Book), Revision 8 of the 2012 Edition
- AASHTO Policy for Geometric Design of Highways and Streets (Green Book), 2018
- Manual on Uniform Traffic Control Devices, 11th Edition
- AASHTO Roadside Design Guide, 2011
- Guide for the Planning, Design, and Operation of Pedestrian Facilities, AASHTO, 2004
- City of Reno Standard Details
- Truckee Meadows Regional Drainage Manual, 4/30/2009 version
- NDOT Road Design Guide, 2019
- NDOT Stand Plans for Road and Bridge Construction, 2022
- NDOT Traffic SLI Design Guide, 2018
- NDOT Access Management System and Standards, 2017
- TRB Access Management Manual, Second Edition

Structural, Landscape and Aesthetic, and Erosion Control design is not anticipated.

CONSULTANT will review existing conditions for consistency with the agreed upon standards.

Deliverables – N/A

4. PRELIMINARY DESIGN

4.1. Drainage Analysis

CONSULTANT will conduct a drainage evaluation for improvements that add lanes or crosswalk locations that modify drainage patterns to provide protection from nuisance flows. It is anticipated that drainage features will consist of curb cuts or gutter modification to tie into existing drainage facilities. Drainage facilities will be based on approximate sizing methods and will not be supported with hydrologic and hydraulic analyses.

Improvements will be constructed in a manner that will not obstruct the existing water conveyance. Consequently, all offsite flows will be perpetuated, and no offsite hydrologic analysis will be necessary.

4.2. Lighting, Electrical and ITS Design

Electrical design will include possible RRFB or PEB signal at mid-block crossings, miscellaneous electrical connections; electrical service points (if necessary); and coordination with NVE for any electrical utility relocations and any new service requirements (if needed). New lighting may be needed for controls at crosswalk locations. The following location are anticipated to have crosswalks and possible RRFB or PEB signal:

McCarran Blvd. and Mira Loma Dr.
Double R Blvd. and Amston Rd.

Lighting design will not be completed for the 30 Percent Design. Lighting design for the 60 Percent Design will be conceptual only. No detailed analysis will be completed at the 60 Percent Design for lighting.

The electrical design will include all necessary lighting, power locations, conduit, wiring, boxes, and electrical requirements for the lighting system and power distribution services. CONSULTANT will provide associated electrical schedules and lighting/electrical calculations.

4.3. 30 Percent Design

CONSULTANT will prepare a 30 Percent Design roll plot submittal focusing on the McCarran Blvd. at Mira Loma Dr. and the Double R Blvd at Amson Rd. intersection improvements only. The roll plots will be designed in accordance with design criteria developed in Task 3.7. CONSULTANT will prepare a list of the exceptions (if any) identifying limits, standards, and potential mitigations.

The design roll plot will be presented in an abbreviated format using GIS based aerial photography that properly depicts the elements of the project construction, including plan view, right-of-way lines, typical sections, and construction limits.

4.4. 30 Percent Design Submittal

CONSULTANT will submit the 30 Percent Design as summarized:

RTC:

- 1 Electronic Distribution 30 Percent Design roll plot, Design Exception Summary (if necessary)
- 1 Electronic Distribution of Review and Comment Form

City of Reno:

- 1 Electronic Distribution 30 Percent Design roll plot, Design Exception Summary (if necessary)
- 1 Electronic Distribution of Review and Comment Form

Utility Agencies:

- 1 Electronic 30 Percent Design roll plot
- 1 Electronic Distribution of Review and Comment Form

4.5. 30 Percent Design Review Comment Resolution

CONSULTANT will prepare for and attend one in-person meeting with RTC and City of Reno staff to discuss the 30 Percent Design. CONSULTANT will consolidate and provide responses to the 30 Percent Design plan review comments with the 60 Percent Design deliverables.

4.6. 60 Percent Design (Optional)

CONSULTANT will prepare 60 Percent Design plans, a corresponding 60 Percent Design preliminary engineer's estimate, and an outline of the 60 Percent Design technical specifications for the following intersections:

McCarran Blvd and Mir Loma Dr. mid-block crosswalk (advanced from 30% design)
Double R Blvd. and Amston Rd. (Optional – advanced from 30% submittal)

Design Plans will be presented in an abbreviated format using GIS based aerial photography that properly depicts the elements of the project construction, including plan view, right-of-way lines, typical sections, and construction limits.

The following is a listing of plan sheets for McCarran Blvd. at Mira Loma Dr. and Double R Blvd at Amson Rd. The listing includes the amount of detail anticipated in the project contract documents for the 60 Percent Design submittal:

Title Sheets 1

Index of Sheets, General Notes, Legend, Abbreviations, Key Maps 1

Typical Section Sheets 1

- As-constructed and proposed improvement typical sections
- Minimum and maximum multi-use-path widths
- Preliminary multi-use-path designs
- Removal limits
- Pavement section depths

Roadway Plan Sheets 4

- Survey control points, Horizontal curve data, bearings, distances and station and offsets for angle points, tapers, and curves (multi-use path only)
- Preliminary locations for new curbs, gutters, and sidewalk
- Preliminary multi-use-path widths
- Existing right-of way-limits
- Proposed signing and striping detailing sign type and location, lane arrangements including turn lanes, storage lengths, acceleration lanes, and deceleration lanes
- Existing Utilities and Proposed Utility adjustments/relocations needed

Removals 4

- Removal Limits, including existing roadway, signs, drainage, etc.
- Existing Utilities and Proposed Utility adjustments/relocations

ITS 4

- Proposed RRFBs locations and layout

Approximately 15 Sheets Total.

Exclusions from the 60 Percent Design:

- Survey Control Sheets will not be prepared
- Roadway Profile Sheets will not be prepared
- Geometric Control and Grading Sheets will not be prepared
- Superelevation diagrams will not be prepared
- Drainage Detail Sheets will not be prepared
- Utility specific generated design (water, gas, etc.), as necessary resulting from utility conflicts, will not be prepared
- Site reconstruction plans for adjacent properties will not be prepared
- Retaining Wall and Soundwall Sheets will not be prepared
- Lighting Sheets will not be prepared
- Signing and ITS Schedule Sheets will not be prepared
- Detailed analysis for electrical will not be completed
- Landscape and Aesthetic Sheets for new or remediation for project impacts will not be prepared
- Signal Sheets and Traffic Signal Interconnect Sheets will not be prepared
- Structural Sheets will not be prepared
- Cross sections will not be prepared

4.7. 60 Percent Cost Estimate and Technical Specification Outline (Optional)

CONSULTANT will prepare a detailed unit price engineer's estimate of probable construction cost in the same format as the bid proposal form to be included in the contract documents. Bid item numbers will correspond to the appropriate sections in the RTC's Orange Book.

The RTC will provide CONSULTANT the most recent RTC Technical Specifications templates. Technical provisions will reference Revision 8 of the 2012 Edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for changes to the standards or unique site conditions not adequately covered in the Orange Book.

CONSULTANT will prepare 60 Percent Design technical provisions which will include a detailed outline of the technical provisions for those items not identified as part of the Standard Specifications.

4.8. 60 Percent Design Submittal (Optional)

CONSULTANT will submit the 60 Percent Design as summarized:

RTC:

- 1 Electronic Distribution 11" x 17" 60 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications outline
- 1 Electronic Distribution Engineer's opinion of probable construction cost estimate
- 1 Electronic Distribution of full version of Draft Hydraulic Report; full version of Draft Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

City of Reno:

- 1 Electronic Distribution 11" x 17" 60 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications outline
- 1 Electronic Distribution of full version of Draft Hydraulic Report; full version of Draft Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Utility Agencies:

- 1 Electronic Distribution 11" x 17" 60 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications outline
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

4.9. 60 Percent Design Review Comment Resolution (Optional)

CONSULTANT will prepare for and attend one in-person meeting with RTC and Washoe County staff to discuss the 60 Percent Design. CONSULTANT will consolidate and provide responses to the 60 Percent Design plan review comments with the 90 Percent Design deliverables.

5. FINAL DESIGN (OPTIONAL)

5.1. Lighting, Electrical, and ITS

CONSULTANT will advance these miscellaneous designs to 90 Percent Design, 100 Percent Design, and Final Design in conjunction with other disciplines and incorporating input from the

RTC and Washoe County.

5.2. 90 Percent Design

Incorporating agency comments from the 60 Percent Design review, CONSULTANT will advance the design and prepare 90 Percent Design plans, a corresponding 90 Percent preliminary engineer's estimate, and 90 Percent technical specifications.

Design Plans will be presented in an abbreviated format using GIS based aerial photography that properly depicts the elements of the project construction, including plan view, right-of-way lines, typical sections, and construction limits.

The Draft Technical Drainage Report will be updated as the design progresses. Review comments received from the 60 Percent Design will be incorporated and a Final Technical Drainage Report will be prepared for the 90 Percent Design submittal.

Plan sheets included in the 60 Percent Design submittal will be advanced to the 90 Percent Design level of detail.

Sheets to be included are:

Title Sheet 1

Index of Sheets, General Notes, Legend, Abbreviations, Key Maps 1

Typical Section Sheets 1

- As-constructed and proposed improvement typical sections
- Minimum and maximum multi-use-path widths
- Preliminary multi-use-path designs
- Removal limits
- Pavement section depths
- Existing right-of-way limits
- Proposed right-of-way limits

Removals 4

- Removal Limits, including existing roadway, signs, drainage, etc.

Roadway Plan Sheets 4

- Survey control points, Horizontal curve data, bearings, distances and station and offsets for angle points, tapers, and curves (multi-use path only)
- locations for new curbs, gutters, and sidewalk
- Multi-use-path widths
- Proposed signing and striping detailing sign type and location, lane arrangements

- including turn lanes, storage lengths, acceleration lanes, and deceleration lanes
- Existing Utilities and Proposed Utility adjustments/relocations needed
- Existing right-of-way limits
- Proposed right-of-way limits

Additional sheets not included in Preliminary Design are:

- Signing and Striping Details 4
- ITS Sheets 4
- Lighting and Electrical Sheets 2
- Misc Detail Sheets 4

Approximately 25 Sheets Total.

Exclusions from the 90 Percent Design:

- Survey Control Sheets will not be prepared
- Roadway Profile Sheets will not be prepared
- Geometric Control and Grading Sheets will not be prepared
- Superelevation diagrams will not be prepared
- Drainage Detail Sheets will not be prepared
- Utility specific generated design (water, gas, etc.), as necessary resulting from utility conflicts, will not be prepared
- Site reconstruction plans for adjacent properties will not be prepared
- Retaining Wall and Soundwall Sheets will not be prepared
- Landscape and Aesthetic Sheets for new or remediation for project impacts will not be prepared
- Signal Sheets, Traffic Signal Interconnect Sheets will not be prepared
- Structural Sheets will not be prepared
- Cross sections will not be prepared

CONSULTANT will prepare for and attend one in-person meeting with RTC and Washoe County staff to discuss the 90 Percent Design.

5.3. 90 Percent Cost Estimate and Technical Specifications

CONSULTANT will advance the detailed unit price engineer's estimate of probable construction cost to the 90% design level.

CONSULTANT will provide detailed technical specifications for the outline created at the 60% submittal, and any additional item as determined during the 90% design. Technical provisions will reference Revision 8 of the 2012 Edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items.

5.4. 90 Percent Design Submittal

CONSULTANT will submit the 90 Percent Design as summarized:

RTC:

- 1 Electronic Distribution 11" x 17" 90 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications
- 1 Electronic Distribution Engineer's opinion of probable construction cost estimate
- 1 Electronic Distribution of full version of Final Hydraulic Report; full version of Final Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Washoe County:

- 1 Electronic Distribution 11" x 17" 90 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications
- 1 Electronic Distribution of full version of Final Hydraulic Report; full version of Final Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Utility Agencies:

- 1 Electronic Distribution 11" x 17" 90 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

5.5. 90 Percent Design Review Comment Resolution

CONSULTANT will prepare for and attend one in-person meeting with RTC and Washoe County staff to discuss the 90 Percent Design. CONSULTANT will consolidate and provide responses to the 90 Percent Design plan review comments with the 100 Percent Design deliverables.

5.6. 100 Percent Design

Incorporating agency comments from the 90 Percent Design review, CONSULTANT will advance the design and prepare 100 Percent Design plans, engineer's estimate, and technical specifications. CONSULTANT will submit 100 Percent Design plans, specifications and engineer's estimate to RTC, Washoe County, and utility companies with facilities in the project limits to verify all comments have been responded to, reconciled, and incorporated into the plans.

5.7. 100 Percent Cost Estimate and Technical Specifications

CONSULTANT will advance the detailed unit price engineer's estimate of probable construction cost and detailed technical specifications to the 100% design level.

5.8. 100 Percent Design Submittal

CONSULTANT will acquire the 100 Percent Design plans for S. Virginia St. at N. Kietzke Ln from the RTC and insert the plan sheets with the 100 Percent Design Set prepared by the CONSULTANT. No design or other services to change or alter the sheets is anticipated.

CONSULTANT will submit the 100 Percent Design as summarized:

RTC:

- 1 Electronic Distribution 11" x 17" 100 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications
- 1 Electronic Distribution Engineer's opinion of probable construction cost estimate
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Washoe County:

- 1 Electronic Distribution 11" x 17" 100 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Utility Agencies:

- 1 Electronic Distribution 11" x 17" 100 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

5.9. 100 Percent Design Review Comment Resolution

CONSULTANT will prepare for and attend one in-person meeting with RTC and Washoe County staff to discuss the 100 Percent Design. CONSULTANT will consolidate and provide responses to the 90 Percent Design plan review comments with the 100 Percent Design deliverables.

5.10. Final Design

Once the agencies verify that all review comments have been addressed and no additional changes are required, CONSULTANT will sign and stamp the design plans and technical specifications for use as an advertised project.

6. BIDDING SERVICES

6.1. Bidding Services

CONSULTANT will be available during the bidding process to respond to Requests for Information (RFIs) and will attend the RTC hosted pre-bid meeting. All questions and responses will be documented and provided to the RTC, and prepare and provide any addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to the RTC. CONSULTANT will prepare and provide a summary of the pre-bid meeting, as directed by the RTC.

CONSULTANT will attend the bid opening, review the bids received for irregularities, and provide a recommendation for award. CONSULTANT will tabulate bid results into a MS Excel spreadsheet to verify the quantities and costs of the bid items.

After bid opening and award, CONSULTANT will prepare a conformed set of specifications for distribution to the project and construction teams. All RTC and Contractor signed pages and any addenda will be incorporated into a final set of project specifications. CONSULTANT will also prepare a conformed set of plans, if any changes are required resulting from RFIs during the bidding process.

Deliverables – Pre-Bid meeting minutes, bid review tabulation, conformed set of design plans and specifications

7. DESIGN CONTINGENCY (OPTIONAL)

7.1. Design Contingency

This is a contingency for miscellaneous increases within the scope of this contract in performance of services under Task 1 through Task 7. If CONSULTANT determines that it is necessary to perform work outside of the scope covered in Task 1 through Task 7, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's written approval.

8. CONTRACT ADMINISTRATION (OPTIONAL)

8.1. Engineering Services During Construction (EDC)

As the Engineer of Record, the CONSULTANT shall provide EDC services as necessary for construction of the Project. EDC services include, but are not limited to the following:

- Construction Engineering Support. The CONSULTANT will respond to Contractor inquiries through RTC requests. The CONSULTANT will prepare drawings and review change orders requested by the RTC. In addition, the CONSULTANT will make field visits, as necessary, to answer questions regarding the ongoing construction activities.

8.2. Contract Administration

CONSULTANT shall provide contract administration services as follows:

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

8.3. Construction Surveying

CONSULTANT will provide construction staking as follows:

- One set of preliminary grading stakes at 50' stations denoting offsets and cut or fill to finish grade. This set of stakes will also delineate clearing and grubbing limits
- One set of offset stakes for storm drain, water, sanitary sewer, and conduit alignments, head walls, traffic signals improvements, and utility pull boxes and vaults
- One set of red tops at 50 feet centers for sub grade preparation
- One set of final curb and gutter, sidewalk, pedestrian ramps, and roadway centerline finish grades stakes at 50-foot stations and 25-foot stations at returns
- Roadway monuments, referenced in four directions

8.4. Inspection

CONSULTANT will provide one full-time inspector during all construction activities. A forty (40) working day contract period is anticipated. This inspector will:

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

CONSULTANT will provide an additional inspector during paving days to monitor plantmix bituminous pavement placement and in-place density tests. 40 hours of field inspection is anticipated.

8.5. Materials Testing

8.5.1. Materials Testing

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

8.5.2. AC Plant Inspection and Testing

CONSULTANT will provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. 10 hours for plant visits and sampling are anticipated. Laboratory tests will consist of sieve analysis, percent of wear, fractured faces and plasticity index.

8.5.3. Asphalt Cement Testing

CONSULTANT will provide asphalt cement testing. Sampling and testing of asphalt cement binder material shall be in accordance with Section 1.01A ASPHALT CEMENT of the RTC's Special Technical Specifications. For each paving day, CONSULTANT's designated

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

8.5.4. On-site Nuclear Gauge Testing and Sampling

CONSULTANT will provide on-site nuclear gauge testing and sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing and sampling for plantmix bituminous pavement placement, and on-site PCC testing and sampling, 30 hours of field testing are anticipated, and laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the latest edition of the Orange Book.

8.5.5. Plantmix Bituminous Pavement Testing

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

8.5.6. Plantmix Bituminous Pavement Coring

CONSULTANT will provide plantmix bituminous pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.

9. RECORD INFORMATION (OPTIONAL)

9.1. Record Information

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design.

CONSULTANT will provide as-built record drawings for the completed project. Two sets of electronic drawings, in single file .pdf format, will be provided to the RTC for its files and distribution to Washoe County. The .pdf file shall include all plan sheets in one file with index/bookmark for easy access to different sheets or sections of the plan set.

The final record drawings must be identified, dated, and signed as the record drawings and must also contain the engineer's stamp and signature. CONSULTANT may either provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will then

also be identified as the record drawings or provide new engineer-stamped/signed reproducible drawings identified as the record drawings.

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

10. CONSTRUCTION CONTINGENCY (OPTIONAL)

10.1. Construction Contingency

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design. This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Task 9 and Task 10. If CONSULTANT determines that it is necessary to perform work outside of the scope covered in Task 9 and Task 10, 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.

Traffic Engineering Spot 26-01

Design Schedule

Service Provider Agreement: December 2024
NTP: January 2025
Studies: March 2025
30% Design: April 2025
60% Design: June 2025
90% Design: July 2025
100%: August 2025
Final Design: August 2025
Invitation to Bid: September 2025
Construction: Early Spring 2026

Exhibit B

Compensation

SCHEDULE OF MANHOURS AND PRICES

Traffic Engineering Spot 26-01 Project

Tasks					
Task No.	Description	Task Hours	Task Cost (Fully Loaded Labor)	Sub Consultants	Other Direct Costs
1.0	PROJECT MANAGEMENT	46	\$12,410		
1.1	Team and Project Management	14	\$4,130		
1.2	Project Coordination and Meetings	0	\$0		
1.2.1	Project Kickoff Meeting	6	\$1,310		
1.2.2	Project Management Team Meetings (10)	10	\$2,950		
1.3	Design Schedule	4	\$1,180		
1.4	Constructability Reviews and Construction Schedules	12	\$2,840		
2.0	INVESTIGATION OF EXISTING CONDITIONS	45	\$8,725	\$30,000	
2.1	Condition Survey	10	\$2,030		
2.2	Topographic Survey	0	\$0	\$30,000	
2.4	Subsurface Utilities	35	\$6,695		
3.0	PRELIMINARY STUDIES	304	\$67,030	\$4,800	
3.1	Data Collection	6	\$770		
3.7	Design Criteria	8	\$1,550		
4.0	PRELIMINARY DESIGN	290	\$48,840		\$200
4.1	Drainage Analysis	0	\$0		
4.2	Lighting and Electrical Design	0	\$0		
4.3	30 Percent Design	74	\$11,910		
4.4	30 Percent Design Submittal	9	\$1,735		\$100
4.5	30 Percent Design Review Comment Resolution	12	\$2,620		
4.6	60 Percent Design (Optional)	156	\$25,330		
4.7	60 Percent Cost Estimate and Technical Specification Outline (Optional)	17	\$3,095		
4.8	60 Percent Design Submittal (Optional)	9	\$1,735		\$100
4.9	60 Percent Design Review Comment Resolution (Optional)	13	\$2,415		
5.0	FINAL DESIGN (OPTIONAL)	326	\$56,650	\$9,600	\$300
5.1	Lighting and Electrical Design Design	0	\$0	\$9,600	
5.2	90 Percent Design	126	\$20,620		
5.3	90 Percent Cost Estimate and Technical Specifications	40	\$8,040		
5.4	90 Percent Design Submittal	9	\$1,735		\$100
5.5	90 Percent Design Review Comment Resolution	9	\$1,735		
5.6	100 Percent Design	70	\$11,310		
5.7	100 Percent Cost Estimate and Technical Specifications	25	\$4,535		
5.8	100 Percent Design Submittal	9	\$1,735		\$100
5.9	100 Percent Design Review Comment Resolution	17	\$3,475		
5.10	Final Design	21	\$3,465		\$100
N/A	RIGHT-OF-WAY ENGINEERING	0	\$0		
0		0	\$0		
6.0	BIDDING SERVICES (OPTIONAL)	14	\$2,710	\$600	
6.1	Bidding Services	14	\$2,710	\$600	
7.0	DESIGN CONTINGENCY (OPTIONAL)	0	\$5,000		
7.1	Design Contingency	0	\$5,000		
8.0	CONTRACT ADMINISTRATION (OPTIONAL)	468	\$74,004	\$17,800	
8.1	Engineering Services During Construction (EDC)	20	\$3,260	\$1,800	
8.2	Contract Administration	48	\$12,744		
8.3	Construction Surveying	0	\$0	\$6,000	
8.4	Inspection	400	\$58,000		
8.5	Materials Testing	0	\$0	\$10,000	
9.0	RECORD INFORMATION (OPTIONAL)	10	\$2,030		
9.1	Record Information	10	\$2,030		
10.0	CONSTRUCTION CONTINGENCY (OPTIONAL)	0	\$5,000		
10.1	Construction Contingency	0	\$5,000		
	Total Labor	1503	\$282,399		
	Total Labor Cost		\$272,399		
	Total Direct Cost			\$62,800	\$500
	Total (Rounded)				\$335,699

SCOPE CONTRACT SUMMARY	
Total Design Services (Task 1 - 6)	\$241,865
Optional Design Services Contingency (Task 7)	\$5,000
Total Optional Contract Administration Services (Task 8 - 9)	\$93,834
Optional Contract Administration Contingency (Task 10)	\$5,000
Total Estimated Services:	\$345,699

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) 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, NDOT, and City of Reno including their elected officials, officers, employees, and agents (hereafter, "Indemnites") 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 Indemnites 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 Indemnites 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 Indemnites 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, NDOT, 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: 12/20/2024

Agenda Item: 4.3.11

To: Regional Transportation Commission

From: LaShonn Ford, Project Manager

SUBJECT: Eagle Canyon Safety and Operations - Amendment 1

RECOMMENDED ACTION

Approve Amendment #1 to the contract with CA Group, Inc., for additional environmental and design services related to the Eagle Canyon Safety and Operations Project, in the amount of \$143,555, for a new total not-to-exceed amount to \$441,754.

BACKGROUND AND DISCUSSION

On February 16, 2024, the RTC and CA, Group, Inc., (CA Group) executed an agreement for engineering design and engineering during construction services related to the Eagle Canyon Safety and Operations Project (Project). The Project will extend the Eagle Canyon shared use path from Alena Drive to Calle De La Plata, improve lighting, signage, and striping at Eagle Canyon Drive and East Canyon Park, and evaluate and install safety enhancements at five pedestrian crossing locations: Eagle Canyon/Richard Springs, Eagle Canyon/Alena, Eagle Canyon/Goldeneye, Golden Valley/Spearhead, and Golden Valley/North Valleys High School. CA Group was selected from the Qualified List for Traffic Engineering and Intelligent Transportation Systems Engineering Programs to perform engineering, construction management, and quality assurance.

The RTC anticipates receiving federal funding for the Project's construction. This amendment to the Professional Services Agreement (PSA) is to additional environmental services related to the National Environmental Policy Act (NEPA) environmental approvals and further design efforts related for safety improvements at the Eagle Canyon Drive/Missy Drive intersection. The new amount for professional design services is \$276,850 and the new amount for optional engineering during construction services (EDC) is \$134,904. Project contingency included in the agreement remains in the amount of \$30,000. The complete scope of services is included in Exhibit A of Amendment #01. All other provisions of the contract shall remain in full effect.

FISCAL IMPACT

Fuel tax appropriations for this item are included in the FY 2025 budget.

PREVIOUS BOARD ACTION

2/16/2024 Approved the PSA with CA Group, Inc., for design and engineering during construction services related to the Eagle Canyon Safety and Operations Project, in an amount not-to-exceed \$298,199.

AMENDMENT NO. 1

The Regional Transportation Commission of Washoe County (“RTC”) and CA Group, Inc., (“Consultant”) entered into an agreement dated February 16, 2024, (the “Agreement”). This Amendment No. 1 is dated and effective as of _____.

RECITALS

WHEREAS, the parties have determined that there is a need to amend the Agreement for the Eagle Canyon Safety & Operations (Project);

WHEREAS, the original Scope of Services called for the Consultant to perform design and engineering during construction services for the Project. However, RTC staff is requesting additional design and studies to be performed that are beyond the initial assumed scope of the project;

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the parties do agree as follows:

1. Exhibit A – Scope of Services of the Agreement is replaced in its entirety with the version of Exhibit A attached hereto.
2. Exhibit B – Compensation of the Agreement is replaced in its entirety with the version of Exhibit B attached hereto.
3. Section 3.2 shall be replaced in its entirety with the following:

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

Design Services	\$276,850
Design Contingency	\$15,000
Engineering During Construction (EDC) Services	\$134,904
EDC Contingency	\$15,000
<hr/> Total Not-to-Exceed Amount	<hr/> \$441,754

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

CA GROUP, INC.

By: _____
Chad Anson, PE, Principal

EXHIBIT A
SCOPE OF SERVICES

INTRODUCTION

CONSULTANT will provide Engineering Design and Construction Administration Services for the Eagle Canyon Safety and Operations Project.

The project limits and anticipated improvements include:

- Eagle Canyon Drive/Richard Springs Boulevard - Construct median refuge island for crosswalk, evaluate RRFBs
- Eagle Canyon Drive/Eagle Canyon Park approach - Improve lighting, signing, and striping for a “High-T” merge
- Eagle Canyon Drive from Alena Way to West Calle de la Plata - Extend multi-use path
- Eagle Canyon Drive/Alena Way - RRFBs for crosswalk, improve striping on Alena Way approaches
- Eagle Canyon Drive/Goldeneye Parkway - Crosswalk RRFBs, lighting, remove extra crosswalk
- Golden Valley Road/Spearhead Way – Crosswalk RRFBs
- Golden Valley Road/North Valleys High School – Evaluate feasibility and determine if installation mid-block crosswalk with pedestrian warning flashers is appropriate; proceed with design dependent on feasibility determination
- Eagle Canyon Drive from Pyramid Highway to West Calle de la Plata – Slurry seal and re-stripe the entire roadway
- Eagle Canyon Drive/Missy Way - RRFBs for crosswalk, improve striping on Missy Way approaches

The anticipated project schedule includes twenty-one (21) months for preliminary design, final design, NEPA clearance, and right-of-way acquisition. Bidding Services, Contract Administration and Construction is anticipated to be five (5) months.

Major milestones anticipated to maintain the overall Project schedule are listed below:

- Service Provider Agreement: February 2024
- NTP: March 2024
- 30% Design: May 2024
- 60% Design: June 2024
- 90% Design: September 2024
- 100%: January 2025
- Final Design: April 2025
- NEPA Clearance: April 2025
- ROW Engineering: April 2025

- ROW Acquisition: September 2024 to May 2025
- Invitation to Bid: May 2025
- Construction: June 2025

The scope of services will generally consist of the following tasks:

1. PROJECT MANAGEMENT

1.1. Team and Project Management

CONSULTANT will provide project management services for the duration of the Eagle Canyon Safety and Operations Project including closeout activities; assumed to be nineteen (19) months total, March 2024 through August 2025. Once the project proceeds to construction, project management services will be performed under the Contract Administration task.

Project management includes project setup and administration, including preparation and execution of Subconsultant agreements; monthly budget monitoring and invoicing; monthly preparation and reporting of project progress (including work completed and documentation of any changes, actual and anticipated, in scope, schedule, and budget); risk management; preparation and monthly project schedule updates; management of Subconsultants, oversight of quality assurance on deliverables; file management; project closeout; and general project administration.

CONSULTANT Project Manager will serve as the Regional Transportation Commission (RTC)'s single point of contact and will have primary responsibility for coordinating the efforts of the project team and subconsultants.

1.2. Project Coordination and Meetings

The CONSULTANT Project Manager will be responsible for the ongoing project coordination of CONSULTANT activities for the duration of the work. The CONSULTANT Project Manager shall also maintain communication, as appropriate, with local, state, and private stakeholders as required for the progress of the scope of work detailed in this document. All significant communications shall be documented and reported to the RTC Project Manager. CONSULTANT Project Manager will keep the RTC Project Manager informed of progress with bi-weekly informal briefings via email or phone call. The CONSULTANT Project Manager will coordinate with team leads to discuss the progress of the project and identify issues and action items to be addressed.

1.2.1. Project Kickoff Meetings

CONSULTANT will hold a kickoff meeting with the RTC and other agency staff as appropriate, to confirm the project objectives, approach, milestones, stakeholder and outreach approach, and potential project challenges. CONSULTANT will prepare a meeting agenda, take and distribute meeting minutes, and track concerns about the project from the attendees.

CONSULTANT will hold an internal kickoff meeting with CONSULTANT staff, and subconsultants to internally align the team with the goals of the RTC and the goals of the project.

1.2.2. Project Management Team Meetings

CONSULTANT will facilitate monthly meetings with the RTC Project Manager to discuss the design progress; upcoming milestones; scope, schedule, and budget; risk status; key technical issues by discipline; and make informed decisions. This meeting will be facilitated by the CONSULTANT Project Manager and an agenda and meeting summary will be provided. A total of eighteen (18) meetings are anticipated.

Deliverables - Meeting Invitation, Materials, Exhibits and Summaries

1.3. Design Schedule

CONSULTANT will prepare and maintain a project schedule and distribute updates on a monthly basis. The schedule will be reviewed with the RTC at monthly Project Management Team (PMT) meetings, with a focus on the upcoming 4-week look ahead, critical path activities, and schedule threats.

1.4. Constructability Reviews and Construction Schedules

CONSULTANT will provide an independent constructability review of the 60 Percent Design plans, an independent review of the 90 Percent Design plans, and provide a draft construction schedule at the 90 Percent Design submittal. Constructability reviews and updates to the draft construction schedule will be provided on the Final Design Submittals.

1.5. NEPA Project Management

CONSULTANT will provide project management services for the duration NEPA Process of the Eagle Canyon Safety and Operations Project including closeout activities; assumed to be six (6) months total, November 2024 through April 2025. Once the project proceeds to construction, project management services will be performed under the Contract Administration task.

2. INVESTIGATION OF EXISTING CONDITIONS

2.1. Condition Survey

CONSULTANT will visually evaluate and document the condition of the existing roadway and project site conditions during a one (1) day site visit.

CONSULTANT will document potential design constraints at each location (drainage, utility, landscape, aesthetics, etc.) and evaluate signing, lighting, striping, and approaches based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current ADA standards and consider multi-modal improvements. CONSULTANT will review other field conditions as appropriate.

2.2. Topographic Survey

These services will not be provided at all locations. Topographic mapping and boundary for only the Eagle Canyon Drive from Alena Way to West Calle de la Plata multi-use path extension will be determined to meet design needs.

CONSULTANT will conduct field surveys and provide photogrammetric mapping and office support to produce topographic design surveys within the project area. The survey information will be provided for the full right-of-way width and/or limits of proposed construction. Aerial mapping will include the full-length right-of-way corridor and/or proposed right-of-way corridor and capture the full extent of parcels anticipated to be impacted.

All key existing features of the project site will include, but will not be limited to: centerline elevations; existing stripping; edge of pavement; curb, gutter, and sidewalks; ADA ramps; multi-use paths; retaining walls; ditch features; hinge points; location, invert and rim elevations of all sewer and storm drain manholes and cross-manholes; culverts; location, invert and rim elevations for all water and gas valves, boxes and vaults; location, invert and rim elevations of storm drain inlets and catch basins; utility poles and anchors; fences; signs; existing survey monuments encountered; location of underground utility carsonite markers (if any); and any other key existing features.

CONSULTANT will perform minor supplemental field survey as necessary as design progresses.

The horizontal datum shall be Nevada State Plane Coordinate System, West Zone NAD83/94 (HARN), based on GPS surveys. The vertical datum shall be NAVD 88 based on digital bar-code leveling circuits to published City or County, benchmarks.

Deliverables – Multi Use Path Extension Only: Color aerial imagery ortho photos compatible with both MicroStation and AutoCAD; topographic linework, existing ground surface including 3D breaklines; label callouts for rim and pipe inverts of storm drains, sewer systems, and other utilities; 1-foot existing ground contour intervals at a scale of 1" = 40' for a reasonable offset each side of right-of-way and beyond each of the project location limits.

2.3. Right-of-Way Mapping

For the Eagle Canyon Drive/Eagle Canyon Park approach, Eagle Canyon Drive/Alena Way approaches, Eagle Canyon Drive/Goldeneye Parkway approach, Golden Valley Road/Spearhead Way, and the Golden Valley Road/North Valleys High School locations CONSULTANT will obtain record right-of-way based upon Washoe County GIS information. It is assumed that these locations will not require proposed right-of-way needs.

For the Eagle Canyon Drive/Richard Springs Boulevard location and for the Eagle Canyon Drive from Alena Way to West Calle de la Plata multi use path extension CONSULTANT will research ownerships and Assessor's Parcel Numbers (APNs) within the project limits, as well as obtain copies of any recorded maps and/or deeds that identify road rights-of-way and parcel boundary lines. Right-of-Way and property boundaries will be drafted from record descriptions and maps, search coordinates will be calculated for field boundary surveys, and field boundary surveys will

be conducted on each affected parcel. This task includes post processing and reduction of field data and boundary resolution based upon field findings and record documents.

CONSULTANT will prepare right-of-way boundaries based on field survey ties for roadway centerline monuments, section corners, property corners, and highway right-of-way monuments. Field surveys to adequately locate existing parcel boundaries will include survey ties for roadway centerline monuments, boundary corners, and applicable public land survey monuments within the project limits.

The right-of-way will be shown on the project plans and used as the basis for Right-of-Way Engineering Services included in Task 6. Owners names an assessor's parcel numbers will be shown on the base mapping.

Deliverables – Eagle Canyon Drive/Richard Springs Boulevard Location and the Eagle Canyon Drive from Alena Way to West Calle de la Plata Multi Use Path Extension: Record Right-of-Way in Electronic CADD Format

2.4. Subsurface Utilities

Utilities within the project area will be located and assessed for possible conflict with the proposed project.

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

Based on field investigation, CONSULTANT will provide the RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project and prepare the initial notification for placement on RTC letterhead and for RTC signature. CONSULTANT will distribute to the utility agencies on the list and coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to ensure utilities likely affected by the project are drawn on the plans, evaluate potential conflicts through field investigation, and investigate conflict resolution strategies.

No upgrading or expanding of facilities shall be included.

CONSULTANT will distribute design review submittals to utility agencies for review and comment and provide the RTC a list of utility agencies provided design review submittals and Utility Agency review comments.

Deliverables - Depiction of Subsurface Utilities on Design Plans, Subsurface Utility Inventory

3. PRELIMINARY STUDIES

3.1. Data Collection

CONSULTANT will obtain as-built data (hard copy, .pdf, and electronic CADD files) for the Eagle Canyon Safety and Operations Project limits from the RTC and Washoe County if available.

3.2. Design Criteria

CONSULTANT will develop design criteria for the project and will establish guidance based on:

- Standard Specifications for Public Works Construction, (Orange Book), Revision 8 of the 2012 Edition
- AASHTO Policy for Geometric Design of Highways and Streets (Green Book), 2018
- Manual on Uniform Traffic Control Device, 2010
- AASHTO Roadside Design Guide, 2011
- Guide for the Planning, Design, and Operation of Pedestrian Facilities, AASHTO, 2004
- Washoe County Standard Details
- Truckee Meadows Regional Drainage Manual, 4/30/2009 version
- NDOT Road Design Guide, 2019
- NDOT Stand Plans for Road and Bridge Construction, 2022
- NDOT Traffic SLI Design Guide, 2018
- NDOT Access Management System and Standards, 2017
- TRB Access Management Manual, Second Edition

Structural, Landscape and Aesthetic, and Erosion Control design is not anticipated.

CONSULTANT will review existing conditions for consistency with the agreed upon standards.

Deliverables – N/A

4. PRELIMINARY DESIGN

4.1. Drainage Analysis

CONSULTANT will conduct a drainage evaluation to provide the multi-use path extension along Eagle Canyon Drive from Alena Way to West Calle de la Plata protection from nuisance flows. It is anticipated that drainage features will consist of small ditches and field inlets with downdrains. Drainage facilities will be based on approximate sizing methods and will not be supported with hydrologic and hydraulic analyses.

The path will be constructed in a manner that will not obstruct the existing channel conveyance. Consequently, all offsite flows will be perpetuated, and no offsite hydrologic analysis will be necessary.

4.2. Lighting, Electrical and ITS Design

Electrical design will include new street lighting at Eagle Canyon Drive/Eagle Canyon Park approach and Eagle Canyon Drive/Goldeneye Parkway and RRFB's for Eagle Canyon Drive and Richard Springs Boulevard, Alena Way, Goldeneye Parkway, Spearhead Way, and at North Valleys High School; relocating, and/or removing the existing street lighting (if needed); miscellaneous electrical connections; electrical service points for lighting; and coordination with NVE for any electrical utility relocations and any new service requirements (if needed). A shared use path will be extended from Alena Way to Calle de la Plata on Eagle Canyon. No new lighting is assumed along the multi-use path.

Lighting design will not be completed for the 30 Percent Design. Lighting design for the 60 Percent Design will be conceptual only. No detailed analysis will be completed at the 60 Percent Design for lighting.

The electrical design will include all necessary lighting, power locations, conduit, wiring, boxes, and electrical requirements for the lighting system and power distribution services. CONSULTANT will provide associated electrical schedules and lighting/electrical calculations.

4.3. 30 Percent Design

CONSULTANT will prepare a 30 Percent Design roll plot submittal focusing on the multi-use path location improvements only. The roll plot will be designed in accordance with design criteria developed in Task 3.2. CONSULTANT will prepare a list of the exceptions (if any) identifying limits, standards, and potential mitigations.

The design roll plot will be presented in an abbreviated format using GIS based aerial photography that properly depicts the elements of the project construction, including plan view, right-of-way lines, typical sections, and construction limits.

4.4. 30 Percent Design Submittal

CONSULTANT will submit the 30 Percent Design as summarized:

RTC:

- 1 Electronic Distribution 30 Percent Design roll plot, Design Exception Summary (if necessary)
- 1 Electronic Distribution of Review and Comment Form

Washoe County:

- 1 Electronic Distribution 30 Percent Design roll plot, Design Exception Summary (if necessary)
- 1 Electronic Distribution of Review and Comment Form

Utility Agencies:

- 1 Electronic 30 Percent Design roll plot
- 1 Electronic Distribution of Review and Comment Form

4.5. 30 Percent Design Review Comment Resolution

CONSULTANT will prepare for and attend one in-person meeting with RTC and Washoe County staff to discuss the 30 Percent Design. CONSULTANT will consolidate and provide responses to the 30 Percent Design plan review comments with the 60 Percent Design deliverables.

4.6. 60 Percent Design

Incorporating agency comments from the 30 Percent Design review, CONSULTANT will advance the design and prepare 60 Percent Design plans, a corresponding 60 Percent Design preliminary engineer's estimate, and an outline of the 60 Percent Design technical specifications.

Design Plans will be presented in an abbreviated format using GIS based aerial photography that properly depicts the elements of the project construction, including plan view, right-of-way lines, typical sections, and construction limits.

The 30 Percent Design submittal will be advanced to the 60 Percent level of detail.

The following is a listing of plan sheets (and amount of detail) anticipated in the project contract documents for the 60 Percent Design submittal:

Title Sheet (1)

Index of Sheets, General Notes, Legend, Abbreviations, Key Maps (4)

Typical Section Sheets (1)

- As-constructed and proposed improvement typical sections
- Minimum and maximum multi-use-path widths
- Preliminary multi-use-path designs
- Removal limits
- Pavement section depths

Roadway Plan Sheets (9)

- Survey control points, Horizontal curve data, bearings, distances and station and offsets for angle points, tapers, and curves (multi-use path only)
- Preliminary locations for new curbs, gutters, and sidewalk
- Preliminary multi-use-path widths
- Existing right-of way-limits
- Proposed signing and striping detailing sign type and location, lane arrangements

- including turn lanes, storage lengths, acceleration lanes, and deceleration lanes
- Existing Utilities and Proposed Utility adjustments/relocations needed

Removals (3)

- Removal Limits, including existing roadway, signs, drainage, etc.
- Existing Utilities and Proposed Utility adjustments/relocations

ITS (5)

- Proposed RRFBS locations and layout

Approximately 23 Sheets Total.

Exclusions from the 60 Percent Design:

- Survey Control Sheets will not be prepared
- Roadway Profile Sheets will not be prepared
- Geometric Control and Grading Sheets will not be prepared
- Superelevation diagrams will not be prepared
- Drainage Detail Sheets will not be prepared
- Utility specific generated design (water, gas, etc.), as necessary resulting from utility conflicts, will not be prepared
- Site reconstruction plans for adjacent properties will not be prepared
- Retaining Wall and Soundwall Sheets will not be prepared
- Lighting Sheets will not be prepared
- Signing and ITS Schedule Sheets will not be prepared
- Detailed analysis for electrical will not be completed
- Landscape and Aesthetic Sheets for new or remediation for project impacts will not be prepared
- Signal Sheets and Traffic Signal Interconnect Sheets will not be prepared
- Structural Sheets will not be prepared
- Cross sections will not be prepared

4.7. 60 Percent Cost Estimate and Technical Specification Outline

CONSULTANT will prepare a detailed unit price engineer's estimate of probable construction cost in the same format as the bid proposal form to be included in the contract documents. Bid item numbers will correspond to the appropriate sections in the RTC's Orange Book.

The RTC will provide CONSULTANT the most recent RTC Technical Specifications templates. Technical provisions will reference Revision 8 of the 2012 Edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for changes to the standards or unique site conditions not adequately covered in the Orange Book.

CONSULTANT will prepare 60 Percent Design technical provisions which will include a detailed outline of the technical provisions for those items not identified as part of the Standard Specifications.

4.8. 60 Percent Design Submittal

CONSULTANT will submit the 60 Percent Design as summarized:

RTC:

- 1 Electronic Distribution 11" x 17" 60 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications outline
- 1 Electronic Distribution Engineer's opinion of probable construction cost estimate
- 1 Electronic Distribution of full version of Draft Hydraulic Report; full version of Draft Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Washoe County:

- 1 Electronic Distribution 11" x 17" 60 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications outline
- 1 Electronic Distribution of full version of Draft Hydraulic Report; full version of Draft Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Utility Agencies:

- 1 Electronic Distribution 11" x 17" 60 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications outline
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

4.9. 60 Percent Design Review Comment Resolution

CONSULTANT will prepare for and attend one in-person meeting with RTC and Washoe County staff to discuss the 60 Percent Design. CONSULTANT will consolidate and provide responses to the 60 Percent Design plan review comments with the 90 Percent Design deliverables.

5. FINAL DESIGN

5.1. Lighting, Electrical, and ITS

CONSULTANT will advance these miscellaneous designs to 90 Percent Design, 100 Percent Design, and Final Design in conjunction with other disciplines and incorporating input from the RTC and Washoe County.

5.2. 90 Percent Design

Incorporating agency comments from the 60 Percent Design review, CONSULTANT will advance the design and prepare 90 Percent Design plans, a corresponding 90 Percent preliminary engineer's estimate, and 90 Percent technical specifications.

Design Plans will be presented in an abbreviated format using GIS based aerial photography that properly depicts the elements of the project construction, including plan view, right-of-way lines, typical sections, and construction limits.

The Draft Technical Drainage Report will be updated as the design progresses. Review comments received from the 60 Percent Design will be incorporated and a Final Technical Drainage Report will be prepared for the 90 Percent Design submittal.

Plan sheets included in the 60 Percent Design submittal will be advanced to the 90 Percent Design level of detail.

Sheets to be included are:

Title Sheet (1)

Index of Sheets, General Notes, Legend, Abbreviations, Key Maps (4)

Typical Section Sheets (1)

- As-constructed and proposed improvement typical sections
- Minimum and maximum multi-use-path widths
- Preliminary multi-use-path designs
- Removal limits
- Pavement section depths
- Existing right-of-way limits
- Proposed right-of-way limits

Removals (3)

- Removal Limits, including existing roadway, signs, drainage, etc.

Roadway Plan Sheets, Elevation Control and Right-of-Way Sheets (15)

- Survey control points, Horizontal curve data, bearings, distances and station and offsets for angle points, tapers, and curves (multi-use path only)
- locations for new curbs, gutters, and sidewalk
- Multi-use-path widths
- Proposed signing and striping detailing sign type and location, lane arrangements including turn lanes, storage lengths, acceleration lanes, and deceleration lanes
- Existing Utilities and Proposed Utility adjustments/relocations needed
- Existing right-of-way limits
- Proposed right-of-way limits

Additional sheets not included in Preliminary Design are:

- Signing and Striping Details (11)
- ITS Sheets (5)
- Lighting and Electrical Sheets (5)
- Misc Detail Sheets (7)

Approximately 48 Sheets Total.

Exclusions from the 90 Percent Design:

- Survey Control Sheets will not be prepared
- Roadway Profile Sheets will not be prepared
- Geometric Control and Grading Sheets will not be prepared
- Superelevation diagrams will not be prepared
- Drainage Detail Sheets will not be prepared
- Utility specific generated design (water, gas, etc.), as necessary resulting from utility conflicts, will not be prepared
- Site reconstruction plans for adjacent properties will not be prepared
- Retaining Wall and Soundwall Sheets will not be prepared
- Landscape and Aesthetic Sheets for new or remediation for project impacts will not be prepared
- Signal Sheets, Traffic Signal Interconnect Sheets will not be prepared
- Structural Sheets will not be prepared
- Cross sections will not be prepared

CONSULTANT will prepare for and attend one in-person meeting with RTC and Washoe County staff to discuss the 90 Percent Design.

5.3. 90 Percent Cost Estimate and Technical Specifications

CONSULTANT will advance the detailed unit price engineer's estimate of probable construction cost to the 90% design level.

CONSULTANT will provide detailed technical specifications for the outline created at the 50% submittal, and any additional item as determined during the 90% design. Technical provisions will reference Revision 8 of the 2012 Edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items.

5.4. 90 Percent Design Submittal

CONSULTANT will submit the 90 Percent Design as summarized:

RTC:

- 1 Electronic Distribution 11" x 17" 90 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications
- 1 Electronic Distribution Engineer's opinion of probable construction cost estimate
- 1 Electronic Distribution of full version of Final Hydraulic Report; full version of Final Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Washoe County:

- 1 Electronic Distribution 11" x 17" 90 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications
- 1 Electronic Distribution of full version of Final Hydraulic Report; full version of Final Geotechnical Report
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Utility Agencies:

- 1 Electronic Distribution 11" x 17" 90 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

5.5. 90 Percent Design Review Comment Resolution

CONSULTANT will prepare for and attend one in-person meeting with RTC and Washoe County staff to discuss the 90 Percent Design. CONSULTANT will consolidate and provide responses to the 90 Percent Design plan review comments with the 100 Percent Design deliverables.

5.6. 100 Percent Design

Incorporating agency comments from the 90 Percent Design review, CONSULTANT will advance the design and prepare 100 Percent Design plans, engineer's estimate, and technical specifications. CONSULTANT will submit 100 Percent Design plans, specifications and engineer's estimate to RTC, Washoe County, and utility companies with facilities in the project limits to verify all comments have been responded to, reconciled, and incorporated into the plans.

5.7. 100 Percent Cost Estimate and Technical Specifications

CONSULTANT will advance the detailed unit price engineer's estimate of probable construction cost and detailed technical specifications to the 100% design level.

5.8. 100 Percent Design Submittal

CONSULTANT will submit the 100 Percent Design as summarized:

RTC:

- 1 Electronic Distribution 11" x 17" 100 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications
- 1 Electronic Distribution Engineer's opinion of probable construction cost estimate
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Washoe County:

- 1 Electronic Distribution 11" x 17" 100 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

Utility Agencies:

- 1 Electronic Distribution 11" x 17" 100 Percent Design plans, Design Exception Summary (if necessary)
- 1 Electronic Distribution of the Technical Specifications
- 1 Electronic Distribution of Review and Comment Form and previous submittal responses (if applicable)

5.9. 100 Percent Design Review Comment Resolution

CONSULTANT will prepare for and attend one in-person meeting with RTC and Washoe County staff to discuss the 100 Percent Design. CONSULTANT will consolidate and provide responses to the 90 Percent Design plan review comments with the 100 Percent Design deliverables.

5.10. Final Design

Once the agencies verify that all review comments have been addressed and no additional changes are required, CONSULTANT will sign and stamp the design plans and technical specifications for use as an advertised project.

6. RIGHT-OF-WAY ENGINEERING

6.1. Right-Of-Way Engineering

It is estimated up to five (5) parcels will require permanent and/or temporary easements and/or potentially partial fee takes to construct the planned improvements.

It is anticipated that early acquisition activities of up to four (4) parcels may be necessary. Upon completion of the 30 Percent Design CONSULTANT will present the preliminary existing right-of-way impacts and affected parcels. These locations will be discussed during the 30% comment resolution meeting and upon RTC direction CONSULTANT will proceed with ordering Title Reports for each affected parcel.

Upon completion of the 60 Percent Design CONSULTANT will present the final proposed right-of-way needs to the RTC in a right-of-way setting meeting for concurrence. CONSULTANT will prepare the necessary legal descriptions and exhibit maps of individual affected parcels. CONSULTANT will obtain Title Reports and updates as required and will invoice the RTC for these items as reimbursable expenses.

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

Deliverables – Title Reports, Legal Descriptions & Exhibit Maps for up to five (5) affected parcels.

7. BIDDING SERVICES

7.1. Bidding Services

CONSULTANT will be available during the bidding process to respond to Requests for Information (RFIs) and will attend the RTC hosted pre-bid meeting. All questions and responses will be documented and provided to the RTC, and prepare and provide any addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to the RTC. CONSULTANT will prepare and provide a summary of the pre-bid meeting, as directed by the RTC.

CONSULTANT will attend the bid opening, review the bids received for irregularities, and provide a recommendation for award. CONSULTANT will tabulate bid results into a MS Excel spreadsheet to verify the quantities and costs of the bid items.

After bid opening and award, CONSULTANT will prepare a conformed set of specifications for

distribution to the project and construction teams. All RTC and Contractor signed pages and any addenda will be incorporated into a final set of project specifications. CONSULTANT will also prepare a conformed set of plans, if any changes are required resulting from RFIs during the bidding process.

Deliverables – Pre-Bid meeting minutes, bid review tabulation, conformed set of design plans and specifications

8. DESIGN CONTINGENCY (OPTIONAL)

8.1. Design Contingency

This is a contingency for miscellaneous increases within the scope of this contract in performance of services under Task 1 through Task 7. If CONSULTANT determines that it is necessary to perform work outside of the scope covered in Task 1 through Task 7, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's written approval.

9. CONTRACT ADMINISTRATION (OPTIONAL)

9.1. Engineering Services During Construction (EDC)

As the Engineer of Record, the CONSULTANT shall provide EDC services as necessary for construction of the Project. EDC services include, but are not limited to the following:

- Construction Engineering Support. The CONSULTANT will respond to Contractor inquiries through RTC requests. The CONSULTANT will prepare drawings and review change orders requested by the RTC. In addition, the CONSULTANT will make field visits, as necessary, to answer questions regarding the ongoing construction activities.
- Construction Geotechnical Support. The CONSULTANT will periodically observe soil conditions encountered during excavations and drilling including at retaining wall footings, excavation locations, and subgrade preparation, as required, for conformance to the project Plans and Specifications. The CONSULTANT will respond to Request for Information items and prepare reports detailing site visits and other geotechnical services.

9.2. Contract Administration

CONSULTANT shall provide contract administration services as follows:

- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Review and stamp contractor's submittal for conformance to the contract documents, including plantmix bituminous pavement and Portland Cement
- concrete mix designs
- Review and provide recommendations on test results

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

9.3. Construction Surveying

For the Eagle Canyon Drive/Richard Springs Boulevard location and for the Eagle Canyon Drive from Alena Way to West Calle de la Plata multi use path extension CONSULTANT will provide construction staking as follows:

- One set of preliminary grading stakes at 50' stations denoting offsets and cut or fill to finish grade. This set of stakes will also delineate clearing and grubbing limits
- One set of offset stakes for storm drain, water, sanitary sewer, and conduit alignments, head walls, traffic signals improvements, and utility pull boxes and vaults
- One set of red tops at 50 feet centers for sub grade preparation
- One set of final curb and gutter, sidewalk, pedestrian ramps, and roadway centerline finish grades stakes at 50-foot stations and 25-foot stations at returns
- Roadway monuments, referenced in four directions

9.4. Inspection

CONSULTANT will provide one full time inspector during all construction activities. A sixty (60) working day contract period is anticipated with thirty (60) days at 10-hour work days. This inspector will:

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

CONSULTANT will provide an additional inspector during mainline paving days to monitor plantmix bituminous pavement placement and in-place density tests. 570 hours of field inspection is anticipated.

9.5. Materials Testing

9.5.1. Materials Testing

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

9.5.2. AC Plant Inspection and Testing

CONSULTANT will provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. 10 hours for plant visits and sampling are anticipated. Laboratory tests will consist of sieve analysis, percent of wear, fractured faces and plasticity index.

9.5.3. Asphalt Cement Testing

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

9.5.4. On-site Nuclear Gauge Testing and Sampling

CONSULTANT will provide on-site nuclear gauge testing and sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing and sampling for plantmix bituminous pavement placement, and on-site PCC testing and sampling, 30 hours of field testing are anticipated, and laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the latest edition of the Orange Book.

9.5.5. Plantmix Bituminous Pavement Testing

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

9.5.6. Plantmix Bituminous Pavement Coring

CONSULTANT will provide plantmix bituminous pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.

10. RECORD INFORMATION (OPTIONAL)

10.1. Record Information

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design.

CONSULTANT will provide as-built record drawings for the completed project. Two sets of electronic drawings, in single file .pdf format, will be provided to the RTC for its files and distribution to Washoe County. The .pdf file shall include all plan sheets in one file with index/bookmark for easy access to different sheets or sections of the plan set.

The final record drawings must be identified, dated, and signed as the record drawings and must also contain the engineer's stamp and signature. CONSULTANT may either provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings or provide new engineer-stamped/signed reproducible drawings identified as the record drawings.

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

11. CONSTRUCTION CONTINGENCY (OPTIONAL)

11.1. Construction Contingency

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design. This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Task 9 and Task 10. If CONSULTANT determines that it is necessary to perform work outside of the scope covered in Task 9 and Task 10, 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.

12. PUBLIC AND AGENCY INVOLVMENT

CONSULTANT will provide public and stakeholder involvement and outreach services to support the RTC's efforts to engage and solicit feedback from project stakeholders and the public in support of the NEPA process.

12.1. NEPA Outreach Requirements

CONSULTANT will arrange and conduct a Virtual Public Meeting upon completion of the Categorical Exclusion (CE) and contain a 30-day public comment period.

Public involvement and outreach tasks, activities and deliverables for Meetings include:

- Developing a public meeting planning schedule
- Hosting and attending weekly planning meetings for ten weeks leading up to the virtual meeting
- Establishing virtual meeting dates
- Coordination with RTC to develop content to be hosted on RTC's website for the virtual meeting
- Designing and preparing bilingual mailers (for a minimum distance of ½ mile from the project area), notices and advertisements. The RTC will be responsible for distributing and payment for such notifications
- Designing and preparing newspaper advertisements. Advertisements should run two (2) times prior to each Meeting and include both English and Spanish publications. The RTC is responsible for payment of advertisements
- Coordinating with the RTC's Communications Team for drafting and distributing press releases
- Documenting and responding to public comments
- Assisting in preparing exhibits and graphics for use on the virtual meeting website
- Preparing a meeting summary

13. ENVIRONMENTAL AND PERMITTING

This task encompasses permitting activities as well as ongoing environmental coordination and documentation efforts necessary to complete the NEPA process. CONSULTANT will utilize information and data from the August 2021 Lemmon Valley – Spanish Springs Connector Study Planning and Environmental Linkages (PEL) as appropriate. To complete the NEPA process on schedule, CONSULTANT will use the following procedures:

- Coordinate regularly and communicate clearly with the RTC, NDOT, FHWA, HUD and any cooperating agencies
- Work closely with regulatory agencies to understand the expectations of key reviewers from agencies such as the State Historic Preservation Office and others

- Use subject matter experts who have appropriate credentials for the task, experience in the study area, and thorough knowledge about NEPA and associated regulations as applied to transportation projects
- Understanding the importance of thorough documentation that will minimize agency and public comments, support the administrative record, and reduce the risk for legal challenges using periodic peer reviews and legal sufficiency reviews for quality assurance and to validate the documentation is complete and compliant throughout the process
- Provide over-the-shoulder reviews of technical studies
- Using a technical editor, GIS analysts, and graphic artists to support the documentation

13.1. NEPA Coordination

CONSULTANT will manage the environmental and permitting tasks which require coordination of subconsultants, agencies, stakeholders, and the engineering team. The specific focus of this task will include the coordination for the environmental permitting and mitigation elements with the engineering design and to ensure regulatory elements are appropriately reflected in the final project design.

13.2. NEPA Data Collection, Field Investigation and Resource Analysis

This task consists of development of the study area and review of environmental resources that must be analyzed for the NEPA process, coordinated with respective stakeholders and resource agencies, documented, and, in some cases, mitigated. The following table summarizes the environmental factors assumed for analysis and the level of documentation. Two (2) alternatives, including one build and one no action/no build, will be analyzed. The anticipated resources that occur in the project area and have the potential to be affected will be analyzed using the best available data appropriate to the scope of the resource in context with the project.

NEPA Analysis Task Item	CE Documentation	Field Analysis/Tech Reports	Agency/Stakeholder Coordination
Air Quality	x		
Biological Resources and Threatened/Endangered/Sensitive Species	x	x	x
Noise Analysis	x		
Wetlands/Waters of the US	x	x	
Floodplains and Water Resources/Quality	x	x	
Hazardous Materials	x		
Land Use	x		
Cultural Resources/Section 106	x	x	x

NEPA Analysis Task Item	CE Documentation	Field Analysis/Tech Reports	Agency/Stakeholder Coordination
Parks and Recreation Resources	x		
Social and Economic Conditions, including Environmental Justice	x		
Section 4(f) and 6(f) Analysis	x		
Visual Resources	x		
Cumulative and Indirect Effects Analysis	x		
Acquisitions and Relocations	x		

Data will be collected for the resources and specialty areas listed in the above table. Information will be gathered through field surveys, personal interviews, library and archival research, on-site modeling and sampling, and by contacting resource agencies and data repositories. The areas of social, economic, and environmental interests will be studied to identify issues of concern within the study area.

Stand-alone technical reports will be prepared for those study areas identified in the second column of the table above. The reports will document the findings of the required analyses and surveys, the effects of the proposed action to resources, and measures to avoid and/or minimize project effects. Two iterations, one draft and one final, of all technical reports will be prepared.

The data collected and analysis will include the following:

13.2.1. Air Quality

Document the project's effect on air quality during construction. Assumes that no air quality modeling will be required. Coordinate with RTC to ensure the project is in conformity with the TIP and LRTP.

13.2.2. Biological Resources and Threatened & Endangered/Sensitive Species

Collect and analyze wildlife resource data and document existing vegetation in the project area. Obtain updated information from U.S. Fish and Wildlife Service (USFWS), Nevada Department of Wildlife (NDOW), BLM biological resource specialists, and Nevada Natural Heritage Program regarding threatened, endangered, sensitive, or rare species of plant or animal species in the project area. A reconnaissance survey of the project area will be conducted to determine if any remnant habitats are present, and to evaluate the potential for impacts to migratory birds and bats. No species-specific protocol surveys will be conducted. Formal consultation with USFWS for potential adverse effects to ESA-listed species is not anticipated.

13.2.3. Wetlands and Waters of the US

CONSULTANT will prepare an Aquatic Resources Screening Report to identify the lateral extent of aquatic features within the study area and to assess the need for the project to obtain permits from the US Army Corps of Engineers (USACE) and NDEP. CONSULTANT will conduct a desktop review of publicly available data sources and conduct a site visit to document current field conditions. CONSULTANT will make a recommendation of applicable permitting needs for any impacts to aquatic features located within the project footprint. If necessary, CONSULTANT will describe the type of permitting that may be required (i.e., nationwide or individual) and any related mitigation measures. Energy Resources and Geology

13.2.4. Floodplains and Water Resources

Identify surface waters and FEMA-regulated floodplains in the study area. Utilize the project drainage/hydrology report and aquatic resources screening report to determine potential water quality, storm water, and permitting (USACE) issues for affected WOTUS.

13.2.5. Hazardous Materials

Perform Initial Site Assessment for the study area and identify potential sites of contamination and likelihood of encountering contaminated materials during construction.

13.2.6. Land Use

Collect existing, planned, and future land use and zoning information from Washoe County. Collect information on pending development and related land use changes, in coordination with local planners. Describe generalized existing and future land use.

13.2.7. Cultural Resources

Archaeological and historical resources in the project area will be identified through field surveys, archival research, and coordination with the Nevada State Historic Preservation Officer (SHPO). Cultural resources reports will be prepared for review and concurrence by the RTC, NDOT, HUD, FHWA, and SHPO. This scope includes:

- The Area of Potential Effects (APE) will include the limits of anticipated direct and indirect effects within roadways and parcels between Pyramid Highway and Calle De La Plata. The indirect APE will include the viewshed area adjacent to Eagle Canyon Way right-of-way, as appropriate.
- The APE will be submitted to the RTC, NDOT, FHWA and the RTC will determine the APE and transmit it to the SHPO for review and comment.
- Cultural resources identified during the surveys will be evaluated for eligibility utilizing established National Register of Historic Places criteria/standards. Archaeological survey will be limited to undeveloped parcels with exposed ground surface.

- The NDOT and/or HUD or FHWA will conduct the Native American consultation, with the CONSULTANT in a technical support role (co-authoring Native American consultation letters).
- Preparation of an agreement document (MOA) or provision of mitigation services is not included. If preparation of a MOA is necessary, CONSULTANT will request approval to proceed as part of Task 13, Design Contingency.

13.2.8. Parks and Recreation

Identify any recreational uses in the study area, analyze impacts, and identify any mitigation measures.

13.2.9. Section 4(f)

The CONSULTANT will identify any recreation resources, including publicly owned parks and trails within the study area. If resources are identified, including historic properties, that are subject to Section 4(f) protection, a Section 4(f) Evaluation would be prepared.

13.2.10. Social and Economic Conditions, including Environmental Justice

The Land Use and Socioeconomics Memorandum will describe generalized existing and future land use patterns and include these assumptions in the analysis of alternatives. Direct and indirect impacts to land use, including full and/or partial right-of-way takes will be inventoried for the build alternative and the no build alternative.

The CONSULTANT will collect data from the US Census Bureau and American Community Survey to analyze social and economic impacts to surrounding land uses, analyzing both adverse and beneficial social and economic changes. No economic modeling is included.

13.2.11. Visual Conditions

Evaluate the build alternative for visual impacts relative to the existing condition, following the FHWA guideline for assessing potential impacts according to the views from and to the proposed project.

13.2.12. Cumulative and Indirect Impacts

Data on resources as well as information on past, present, reasonably foreseeable future projects will be collected and assessed relative to the proposed project. Growth in population and employment will be assessed using census and other available demographic information.

13.2.13. Acquisitions and Relocations

Calculate the number of full and partial property acquisitions and the number of businesses and residents that need to be relocated (if needed).

13.2.14. Categorical Exclusion (CE) Preparation

This task encompasses the preparation of the CE documentation. CONSULTANT will author, edit, and revise the document per direction from the RTC, HUD, and resource agencies. The following iterations of the CE document are included:

1. Administrative Draft – RTC review
2. Preliminary CE – RTC and HUD review
3. Approved CE – Public review

CONSULTANT will prepare a quality, concise, and user-friendly CE document, consistent with FHWA's Improving Quality Environmental Documentation Initiative. CONSULTANT will respond to and incorporate substantive public and agency comments received during scoping.

CONSULTANT will prepare electronic copies of the CE for the draft reviews and fifteen (15) copies for the published CE. PDF electronic files will be provided to the RTC to post to their website.

13.2.15. NEPA Scoping

Project limits and study area will be established by the RTC and HUD guidelines.

13.2.16. Prepare Purpose and Need

The purpose and need will utilize existing data to support the need for improved operations and safety, and multimodal access. Logical termini and independent utility will also be documented.

13.2.17. Prepare the Description of Alternatives

Prepare the Description of Alternatives. This will include the preferred build and the no-build alternative. A narrative including aspects of the design, and the process used during the preliminary design activities and other design features considered but not advanced as part of the selection of the Preferred Alternative.

Deliverables for NEPA compliance is as follows:

- Website content and Updates for Public Information Meeting
- Public Information Meeting Notice and Materials
- Public Notices for Public Information Meetings
- Responses to Comments from Public Information Meeting
- NEPA Technical Reports (draft and final)
- NEPA Categorical Exclusion (draft and final)
- Schedule and Updates (as needed)

Exhibit B

Amended Compensation

SCHEDULE OF MANHOURS AND PRICES						
Eagle Canyon Safety and Operations Project						
Tasks						
	Description	Task Hours	Task Cost (Fully Loaded Labor)	Sub Consultants	Other Direct Costs	
Task No.	Task					
1.0	PROJECT MANAGEMENT	58	\$15,950			
1.1	Team and Project Management	24	\$7,080			
1.2	Project Coordination and Meetings	0	\$0			
1.2.1	Project Kickoff Meeting	6	\$1,310			
1.2.2	Project Management Team Meetings (12)	12	\$3,540			
1.3	Design Schedule	4	\$1,180			
1.4	Constructability Reviews and Construction Schedules	12	\$2,840			
	AMENDMENT 1	39	\$11,505			
1.1	Team and Project Management	6	\$1,770			
1.2	Project Coordination and Meetings	0	\$0			
1.2.2	Project Management Team Meetings (6)	6	\$1,770			
1.3	Design Schedule	3	\$885			
1.5	NEPA Project Management	24	\$7,080			
2.0	INVESTIGATION OF EXISTING CONDITIONS	47	\$9,025	\$10,600		
2.1	Condition Survey	6	\$1,310			
2.2	Topographic Survey	0	\$0	\$7,710		
2.3	Right-of-Way Mapping	4	\$680	\$2,890		
2.4	Subsurface Utilities	37	\$7,035			
3.0	PRELIMINARY STUDIES	16	\$2,660			
3.1	Data Collection	6	\$770			
3.2	Design Criteria	10	\$1,890			
4.0	PRELIMINARY DESIGN	218	\$37,280	\$3,600	\$200	
4.1	Drainage Analysis	0	\$0			
4.2	Lighting and Electrical Design	0	\$0	\$3,600		
4.3	30 Percent Design	52	\$8,470			
4.4	30 Percent Design Submittal	9	\$1,735			\$100
4.5	30 Percent Design Review Comment Resolution	12	\$2,620			
4.6	60 Percent Design	106	\$17,210			
4.7	60 Percent Cost Estimate and Technical Specification Outline	17	\$3,095			
4.8	60 Percent Design Submittal	9	\$1,735			\$100
4.9	60 Percent Design Review Comment Resolution	13	\$2,415			
5.0	FINAL DESIGN	280	\$49,420	\$16,800	\$300	
5.1	Lighting and Electrical Design	0	\$0	\$16,800		
5.2	90 Percent Design	98	\$16,130			
5.3	90 Percent Cost Estimate and Technical Specifications	40	\$8,040			
5.4	90 Percent Design Submittal	9	\$1,735			\$100
5.5	90 Percent Design Review Comment Resolution	9	\$1,735			
5.6	100 Percent Design	56	\$9,170			
5.7	100 Percent Cost Estimate and Technical Specifications	25	\$4,535			
5.8	100 Percent Design Submittal	9	\$1,735			\$100
5.9	100 Percent Design Review Comment Resolution	17	\$3,475			
5.10	Final Design	17	\$2,865			\$100
	AMENDMENT 1	188	\$30,860			
5.2	90 Percent Design	138	\$22,500			
5.6	100 Percent Design	38	\$6,260			
5.10	Final Design	12	\$2,100			
6.0	RIGHT-OF-WAY ENGINEERING	0	\$0	\$8,050		
6.1	Right-Of-Way Engineering	0	\$0	\$8,050		
	AMENDMENT 1	64	\$9,980			
6.1	Right-Of-Way Engineering	64	\$9,980			
7.0	BIDDING SERVICES	14	\$2,710	\$1,200		
7.1	Bidding Services	14	\$2,710	\$1,200		
8.0	DESIGN CONTINGENCY (OPTIONAL)	75	\$15,000			
8.1	Design Contingency	75	\$15,000			
9.0	CONTRACT ADMINISTRATION (OPTIONAL)	538	\$84,154	\$24,220		
9.1	Engineering Services During Construction (EDC)	20	\$3,260	\$2,400		
9.2	Contract Administration	48	\$12,744			
9.3	Construction Surveying	0	\$0	\$6,820		
9.4	Inspection	470	\$68,150			
9.5	Materials Testing	0	\$0	\$15,000		
	AMENDMENT 1	100	\$14,500	\$10,000		
9.1	Engineering Services During Construction (EDC)	0	\$0			
9.2	Contract Administration	0	\$0			
9.3	Construction Surveying	0	\$0			
9.4	Inspection	100	\$14,500			
9.5	Materials Testing	0	\$0	\$10,000		
10.0	RECORD INFORMATION (OPTIONAL)	10	\$2,030			
10.1	Record Information	10	\$2,030			
11.0	CONSTRUCTION CONTINGENCY (OPTIONAL)	75	\$15,000			
11.1	Construction Contingency	75	\$15,000			
12.0	PUBLIC AND AGENCY INVOLVMENT - AMENDMENT 1	168	\$25,260			
12.1	NEPA Outreach Requirements	168	\$25,260			
13.0	ENVIRONMENTAL AND PERMITTING - AMENDMENT 1	162	\$27,000	\$14,450		
13.1	NEPA Coordination	24	\$5,280			
13.2	NEPA Data Collection, Field Investigation and Resource Analysis	0	\$0			
13.2.1	Air Quality	6	\$960			
13.2.2	Biological Resources and Threatened & Endangered/Sensitive Species	2	\$440	\$7,000		
13.2.3	Wetlands and Waters of the US	2	\$440			
13.2.4	Floodplains and Water Resources	2	\$440			

SCHEDULE OF MANHOURS AND PRICES						
Eagle Canyon Safety and Operations Project						
Tasks		Task Hours	Task Cost (Fully Loaded Labor)	Sub Consultants	Other Direct Costs	
Task No.	Description	Task Hours	Task Cost (Fully Loaded Labor)	Sub Consultants	Other Direct Costs	
13.2.5	Hazardous Materials	6	\$960			
13.2.6	Land Use	12	\$1,920			
13.2.7	Cultural Resources	10	\$1,480	\$7,450		
13.2.8	Parks and Recreation	10	\$1,480			
13.2.9	Section 4 (f)	12	\$1,920			
13.2.10	Social and Economic Conditions, including Environmental Justice	10	\$1,480			
13.2.11	Visual Conditions	6	\$960			
13.2.12	Cumulative and Indirect Impacts	10	\$1,480			
13.2.13	Acquisitions and Relocations	4	\$520			
13.2.14	Categorical Exclusion (CE) Preparation	28	\$4,360			
13.2.15	NEPA Scoping	6	\$960			
13.2.16	Prepare Purpose and Need	6	\$960			
13.2.17	Prepare the Description of Alternatives	6	\$960			
Base Scope Total Labor		1331	\$233,229			
Base Scope Labor Cost			\$233,229			
Base Scope Direct Cost				\$64,470	\$500	
Total Base Scope (Rounded)						\$298,199
Amendment 1 Total Labor		721	\$119,105			
Amendment 1 Labor Cost			\$119,105			
Amendment 1 Direct Cost				\$24,450	\$0	
Total Amendment 1 (Rounded)						\$143,555
Total (Rounded)						\$441,754

SCOPE CONTRACT SUMMARY	
Total Design Services (Task 1 - 7)	\$157,795
Optional Design Services and Contingency (Task 8)	\$15,000
Total Optional Contract Administration Services (Task 9 - 10)	\$110,404
Contract Administration Contingency (Task 11)	\$15,000
Total Estimated Base Scope Services:	\$298,199
AMENDMENT 1 Total Design and NEPA Services (Task 1 - 7, 12 - 13)	\$119,055
AMENDMENT 1 Optional Design Services and Contingency (Task 8)	\$0
AMENDMENT 1 Total Optional Contract Administration Services (Task 9 - 10)	\$24,500
AMENDMENT 1 Contract Administration Contingency (Task 11)	\$0
Total Estimated Amendment 1 Services:	\$143,555
TOTAL ESTIMATED PROJECT SERVICES	\$441,754

SCHEDULE OF MANHOURS AND PRICES

Eagle Canyon Safety and Operations Project

Project Billing Rates		\$295.00	\$265.00	\$215.00	\$170.00	\$130.00	\$180.00	\$60.00	\$220.00	\$105.00	\$90.00	\$145.00						
		David Dodson	Paul Frost, Pete Booth, Chuck Joseph	Hoang Hoag, Vinay Virupaksha, Sriram Bala, Arvid Handigard	Trevor Howard, Ancila Kaiparambil	Rani Tariq, Tanner Richardson, Alexa Cavaretta	Steve Bird, Jim Cerrigoli, Jamie Fuller Dunn	Kaleb Anson/Emily Frost	Andrea Engelman	Alyssa Young	Tammy Michels	Mark Cooper						
Task No.	Description	Project Manager	Design Lead / Quality Lead / RE	Senior Engineer	Engineer	Engineering Intern	Senior Designer	Intern	NEPA Lead/Outreach Lead	Technical Writer	Admin	Construction Inspector	Task Hours	Task Cost (Fully Loaded Labor)	Sub Consultants	Other Direct Costs	Comments	
1.0	PROJECT MANAGEMENT	42	8	0	0	0	8	0	0	0	0	0	58	\$15,950	\$0	\$0		
1.1	Team and Project Management	24											24	\$7,080				
1.2	Project Coordination and Meetings												0	\$0				
1.2.1	Project Kickoff Meeting	2					4						6	\$1,310				
1.2.2	Project Management Team Meetings (12)	12											12	\$3,540				
1.3	Design Schedule	4											4	\$1,180				
1.4	Constructability Reviews and Construction Schedules		8				4						12	\$2,840				
AMENDMENT 1		39	0	0	0	0	0	0	0	0	0	0	39	\$11,505	\$0	\$0		
1.1	Team and Project Management	6											6	\$1,770				
1.2	Project Coordination and Meetings												0	\$0				
1.2.2	Project Management Team Meetings (6)	6											6	\$1,770				
1.3	Design Schedule	3											3	\$885				
1.5	NEPA Project Management	24											24	\$7,080				
2.0	INVESTIGATION OF EXISTING CONDITIONS	3	4	0	12	0	28	0	0	0	0	0	47	\$9,025	\$10,600	\$0		
2.1	Condition Survey	2					4						6	\$1,310			Assume quarter day for PM, 2 CA Group staff	
2.2	Topographic Survey												0	\$0	\$7,710		Multi Use Path location only	
2.3	Right-of-Way Mapping				4								4	\$680	\$2,890		Multi Use Path and Eagle Canyon Drive/Richard Springs Boulevard location only	
2.4	Subsurface Utilities	1	4		8		24						37	\$7,035				
3.0	PRELIMINARY STUDIES	0	4	0	8	0	0	4	0	0	0	0	16	\$2,660	\$0	\$0		
3.1	Data Collection		2					4					6	\$770				
3.2	Design Criteria		2		8								10	\$1,890				
4.0	PRELIMINARY DESIGN	14	0	10	56	24	96	18	0	0	0	0	218	\$37,280	\$3,600	\$200		
4.1	Drainage Analysis												0	\$0				
4.2	Lighting and Electrical Design												0	\$0	\$3,600			
4.3	30 Percent Design	2	0	4	14	8	18	6					52	\$8,470				
4.4	30 Percent Design Submittal	1					8						9	\$1,735		\$100		
4.5	30 Percent Design Review Comment Resolution	4					8						12	\$2,620				
4.6	60 Percent Design	4	0	6	30	16	38	12					106	\$17,210				
4.7	60 Percent Cost Estimate and Technical Specification Outline	1			8		8						17	\$3,095				
4.8	60 Percent Design Submittal	1					8						9	\$1,735		\$100		
4.9	60 Percent Design Review Comment Resolution	1			4		8						13	\$2,415				
5.0	FINAL DESIGN	20	4	12	68	24	134	18	0	0	0	0	280	\$49,420	\$16,800	\$300		
5.1	Lighting and Electrical Design												0	\$0	\$16,800			
5.2	90 Percent Design	4	0	6	28	14	36	10					98	\$16,130				
5.3	90 Percent Cost Estimate and Technical Specifications	8			8		24						40	\$8,040				
5.4	90 Percent Design Submittal	1					8						9	\$1,735		\$100		
5.5	90 Percent Design Review Comment Resolution	1					8						9	\$1,735				
5.6	100 Percent Design	2	0	4	16	8	20	6					56	\$9,170				
5.7	100 Percent Cost Estimate and Technical Specifications	1			8		16						25	\$4,535				
5.8	100 Percent Design Submittal	1					8						9	\$1,735		\$100		
5.9	100 Percent Design Review Comment Resolution	1	4		4		8						17	\$3,475				
5.10	Final Design	1	0	2	4	2	6	2					17	\$2,865		\$100		
AMENDMENT 1		8	0	12	52	28	68	20	0	0	0	0	188	\$30,860	\$0	\$0		
5.2	90 Percent Design	4	0	8	40	20	52	14					138	\$22,500			Added scope for slurry seal and full striping on Eagle Canyon Drive, additional detail and sheets not originally assumed	
5.6	100 Percent Design	2	0	2	10	6	14	4					38	\$6,260			Added scope for slurry seal and full striping on Eagle Canyon Drive, additional detail and sheets not originally assumed	
5.10	Final Design	2	0	2	2	2	2	2					12	\$2,100			Added scope for slurry seal and full striping on Eagle Canyon Drive, additional detail and sheets not originally assumed	
6.0	RIGHT-OF-WAY ENGINEERING	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$8,050	\$0		
6.1	Right-Of-Way Engineering												0	\$0	\$8,050		Multi Use Path and Eagle Canyon Drive/Richard Springs Boulevard location only	
AMENDMENT 1		4	0	0	0	40	20	0	0	0	0	0	64	\$9,980	\$0	\$0		
6.1	Right-Of-Way Engineering	4				40	20						64	\$9,980			Standalone ROW sheets and ROW matrix not originally assumed in base scope	
7.0	BIDDING SERVICES	2	0	0	4	0	8	0	0	0	0	0	14	\$2,710	\$1,200	\$0		
7.1	Bidding Services	2			4		8						14	\$2,710	\$1,200			
8.0	DESIGN CONTINGENCY (OPTIONAL)	10	10	10	10	15	20	0	0	0	0	0	75	\$15,000	\$0	\$0		
8.1	Design Contingency	10	10	10	10	15	20						75	\$15,000				
9.0	CONTRACT ADMINISTRATION (OPTIONAL)	8	44	0	0	16	0	0	0	0	0	470	538	\$84,154	\$24,220	\$0		
9.1	Engineering Services During Construction (EDC)	4				16	0	0	0	0	0	470	20	\$3,260	\$2,400			
9.2	Contract Administration	4	44										48	\$12,744			Assuming RE half day a week	
9.3	Construction Surveying												0	\$0	\$6,820		Multi Use Path and Eagle Canyon Drive/Richard Springs Boulevard location only	
9.4	Inspection											470	470	\$68,150			60 working days, plus ramp up and close out, full time inspection for 40 days, half time for 20 days	
9.5	Materials Testing												0	\$0				
AMENDMENT 1		0	0	0	0	0	0	0	0	0	0	100	100	\$14,500	\$10,000	\$0		
9.1	Engineering Services During Construction (EDC)												0	\$0				
9.2	Contract Administration												0	\$0				
9.3	Construction Surveying												0	\$0				
9.4	Inspection											100	100	\$14,500			5 hours a day for 20 days to cover full 10 hour days for the estimated 60 working day duration	
9.5	Materials Testing												0	\$0	\$10,000			
10.0	RECORD INFORMATION (OPTIONAL)	2	0	0	0	0	8	0	0	0	0	0	10	\$2,030	\$0	\$0		
10.1	Record Information	2					8						10	\$2,030				
11.0	CONSTRUCTION CONTINGENCY (OPTIONAL)	10	10	10	10	15	20	0	0	0	0	0	75	\$15,000	\$0	\$0		
11.1	Construction Contingency	10	10	10	10	15	20						75	\$15,000				

SCHEDULE OF MANHOURS AND PRICES

Eagle Canyon Safety and Operations Project

Project Billing Rates		\$295.00	\$265.00	\$215.00	\$170.00	\$130.00	\$180.00	\$60.00	\$220.00	\$105.00	\$90.00	\$145.00					
		David Dodson	Paul Frost, Pete Booth, Chuck Joseph	Hoang Hoag, Vinay Virupaksha, Sriram Bala, Arvid Handigard	Trevor Howard, Ancila Kaiparambil	Rani Tariq, Tanner Richardson, Alexa Cavaretta	Steve Bird, Jim Cerrigoli, Jamie Fuller Dunn	Kaleb Anson/Emily Frost	Andrea Engelman	Alyssa Young	Tammy Michels	Mark Cooper					
Tasks																	
Task No.	Description	Project Manager	Design Lead / Quality Lead / RE	Senior Engineer	Engineer	Engineering Intern	Senior Designer	Intern	NEPA Lead/Outreach Lead	Technical Writer	Admin	Construction Inspector	Task Hours	Task Cost (Fully Loaded Labor)	Sub Consultants	Other Direct Costs	Comments
12.0	PUBLIC AND AGENCY INVOLVMENT - AMENDMENT 1	8	0	0	0	60	0	0	40	60	0	0	168	\$25,260	\$0	\$0	
12.1	NEPA Outreach Requirements	8				60			40	60			168	\$25,260			
13.0	ENVIRONMENTAL AND PERMITTING - AMENDMENT 1	0	0	0	0	96	0	0	66	0	0	0	162	\$27,000	\$14,450	\$0	
13.1	NEPA Coordination								24				24	\$5,280			
13.2	NEPA Data Collection, Field Investigation and Resource Analysis												0	\$0			
13.2.1	Air Quality					4			2				6	\$960			
13.2.2	Biological Resources and Threatened & Endangered/Sensitive Species								2				2	\$440	\$7,000		
13.2.3	Wetlands and Waters of the US								2				2	\$440			
13.2.4	Floodplains and Water Resources								2				2	\$440			
13.2.5	Hazardous Materials					4			2				6	\$960			
13.2.6	Land Use					8			4				12	\$1,920			
13.2.7	Cultural Resources					8			2				10	\$1,480	\$7,450		
13.2.8	Parks and Recreation					8			2				10	\$1,480			
13.2.9	Section 4 (f)					8			4				12	\$1,920			
13.2.10	Social and Economic Conditions, including Environmental Justice					8			2				10	\$1,480			
13.2.11	Visual Conditions					4			2				6	\$960			
13.2.12	Cumulative and Indirect Impacts					8			2				10	\$1,480			
13.2.13	Acquisitions and Relocations					4							4	\$520			
13.2.14	Categorical Exclusion (CE) Preparation					20			8				28	\$4,360			
13.2.15	NEPA Scoping					4			2				6	\$960			
13.2.16	Prepare Purpose and Need					4			2				6	\$960			
13.2.17	Prepare the Description of Alternatives					4			2				6	\$960			
Base Scope Total Labor		111	84	42	168	94	322	40	0	0	0	470	1331	\$233,229			
Base Scope Labor Cost		\$32,745	\$22,164	\$9,030	\$28,560	\$12,220	\$57,960	\$2,400	\$0	\$0	\$0	\$68,150		\$233,229			
Base Scope Direct Cost															\$64,470	\$500	
Total Base Scope (Rounded)																	\$298,199
Amendment 1 Total Labor		59	0	12	52	224	88	20	106	60	0	100	721	\$119,105			
Amendment 1 Labor Cost		\$17,405	\$0	\$2,580	\$8,840	\$29,120	\$15,840	\$1,200	\$23,320	\$6,300	\$0	\$14,500		\$119,105			
Amendment 1 Direct Cost															\$24,450	\$0	
Total Amendment 1 (Rounded)																	\$143,555
Total (Rounded)																	\$441,754



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/20/2024

Agenda Item: 4.4.1

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

SUBJECT: Ballard Power Systems, Inc. - Fuel Cell Training System

RECOMMENDED ACTION

Approve a contract with Ballard Power Systems, Inc., for a comprehensive workforce development fuel cell training system, for a total not-to-exceed amount of \$644,500.

BACKGROUND AND DISCUSSION

This contract is a sole source procurement with Ballard Power Systems, Inc., based on RTC's FY2023 Low or No Emission Bus Program grant awarded by the Federal Transit Administration (FTA) to implement Phase II of the hydrogen bus project. Phase II of RTC's hydrogen program aims to enhance the 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 also includes a required training/workforce development element. Ballard was named in the grant as a partner for this project and is recognized as a world leader in the development and production of proton exchange membrane (PEM) fuel cell technology and has been actively engaged in the motive market, primarily for fuel cell buses, amassing a unique level of critical technical expertise and market knowledge. Ballard has developed a comprehensive training system to assist RTC with workforce development and help RTC be a training hub for fuel cell bus operations in Nevada. The training system includes two fuel cell power modules to use as training pieces to simulate real life troubleshooting and to gain a deeper understanding of components. The system also includes virtual components like augmented reality and a breadboard for in-depth system training.

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.

PREVIOUS BOARD ACTION

9/20/2024 Approved 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.

AGREEMENT FOR GOODS AND SERVICES

- [BALLARD FUEL CELL TRAINING] -

This agreement (“Agreement”) is dated and effective as of _____, 2024, by and between the Regional Transportation Commission of Washoe County, Nevada (“RTC”) and Ballard Power Systems, Inc. (“Contractor”).

1. **Term.** The term of this agreement shall commence on the effective date above and shall end on December 31, 2025.
2. **Scope of Work.** Contractor shall provide the goods and services described in the scope of work attached as Exhibit A.
3. **Time for Performance.** The work shall be completed by December 31, 2025 pursuant to the schedule of deliverables identified in Exhibit A at the latest.
4. **Compensation.** RTC shall pay Contractor for the goods and services pursuant to, and in an amount not to exceed, the pricing and fee schedule attached as Exhibit A.
5. **Proceeding with Work.** Contractor shall not proceed with work until both parties have executed this Agreement and RTC has issued a purchase order. If Contractor proceeds with work before those conditions have been satisfied, Contractor shall forfeit any and all right to reimbursement and payment for work performed during that period. In the event Contractor violates this section, Contractor waives any and all claims and damages against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement.
6. **Invoices/Payment.** Contractor shall submit invoices to accountspayable@rtcwashoe.com. RTC’s payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.
7. **Legal/Regulatory Compliance.**
 - a. Contractor shall comply with all applicable federal, state and local government laws, regulations and ordinances. Contractor shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, Contractor shall furnish RTC certificates of compliance with all such laws, orders and regulations.
 - b. Contractor represents and warrants that none of the services to be rendered pursuant to this Agreement constitute the performance of public work, as that term is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent Contractor does engage in such public work, Contractor shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.
8. **Insurance.** Contractor shall obtain all types and amounts of insurance set forth in Exhibit B, and shall comply with all of its terms. Contractor shall not commence any work or permit any

employee/agent to commence any work until satisfactory proof has been submitted to RTC that all insurance requirements have been met.

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

10. Termination.

- a. Mutual Assent. This Agreement may be terminated by mutual written agreement of the parties.
- b. Convenience. RTC may terminate this Agreement in whole or in part for convenience upon written notice to Contractor. In the event RTC terminates this Agreement for convenience, Ballard will be compensated for costs applicable to FAR Principles set forth in 48 C.F.R. Part 49, as amended from time to time.
- c. Default. Either party may terminate this Agreement for default by providing written notice of termination, provided that the non-defaulting party must first provide written notice of default and give the defaulting party and opportunity to cure the default within a reasonable period of time.

11. Rights, Remedies and Disputes

- a. RTC shall have the following rights in the event that RTC deems the Contractor guilty of a breach of any term under the Agreement:
 - i. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
 - ii. The right to cancel this Agreement as to any or all of the work yet to be performed;
 - iii. The right to specific performance, an injunction or any other appropriate equitable remedy; and
 - iv. The right to money damages.
- b. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Agreement, which may be committed by RTC, the Contractor expressly agrees that no default, act or omission of RTC shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Agreement (unless RTC directs Contractor to do so) or to suspend or abandon performance.
- c. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTC's Executive Director. Any dispute which is not resolved by the parties using the preceding method may be submitted to either party for alternative dispute resolution of either mediation or arbitration under the American Arbitration Association ("AAA") rules and procedures in a court of competent jurisdiction and venue in the State of Nevada.
- d. Unless otherwise directed by RTC, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

12. Ownership of Work. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by Contractor in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by Contractor prior to the execution of the Project that will be used in the Project and services rendered under this Agreement, is excluded from this requirement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Contractor under this Agreement shall, upon request, also be provided to RTC.

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

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

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

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

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

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

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

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

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

22. Federal Clauses. This Agreement is funded, in whole or in part, with federal funds. As a condition for receiving payment under this Agreement, Contractor agrees to comply with any and all applicable federal clauses attached as Exhibit C, and those clauses are incorporated herein by reference.

REGIONAL TRANSPORTATION
COMMISSION OF WASHOE COUNTY

BY: _____
Bill Thomas, AICP, Executive Director

BALLARD POWER SYSTEMS, INC.

BY: _____
Nicholas Pocard, Vice President,
Marketing & Strategic Partnerships

EXHIBIT A
BALLARD'S PROPOSAL
EQUIPMENT SALES AGREEMENT & COSTS

Training System for Ballard's Fuel Cell Module



BALLARD™

Prepared by Ballard for

Regional Transportation Commission of
Washoe County (RTC)

Equipment Sales Agreement

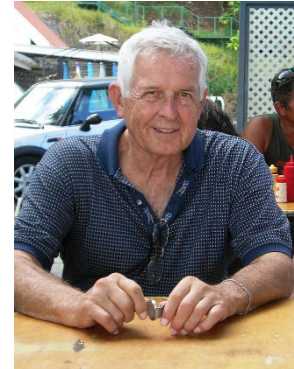


November 6, 2024
#501979_001 (v4)

"It will take a combined effort of academia, government, and industry to bring about the change from a gasoline economy to a hydrogen economy.

The forces are building, and progress is being made. It is of major importance that a change of this magnitude is not forced on unwilling participants, but that all of us work together for an economically viable path to change."

— Geoffrey Ballard (1932-2008)



Geoffrey Ballard founded Ballard Research Inc. with two others in 1979, a company that did research and development in high-energy lithium batteries. His vision was to create a new, non-polluting source of energy.

In 1983, the company began developing proton exchange membrane fuel cells, powered by hydrogen, and later evolved in the mid-1990s into full-scale prototype systems.

The company landed a B.C. government contract to build a fuel cell powered demonstration bus. The bus was unveiled 30 years ago, in June 1993, amid much fanfare at Vancouver's Science World, around the same time Ballard took the company public.

Time magazine highlighted Ballard as one of its Heroes for the Planet, alongside the environmental work of Robert F. Kennedy Jr. and others in 1999.

Today, 44 years after its inception, Ballard Power Systems Inc. (Ballard) is the recognized world leader in the development of Proton Exchange Membrane (PEM) fuel cell technology.

November 6, 2024

Regional Transportation Commission of Washoe County (RTC)

PO Box 30002/89520

2050 Villanova Drive

Reno, Nevada 89502

USA

Attn: Jim Gee, jgee@rtcwashoe.com

Dear Jim Gee,

Thank you for your interest in purchasing Ballard's hydrogen fuel cell training system.

Subsequent to our recent Equipment Sales Agreement dated October 29, 2024, we are providing this updated Agreement with slightly modified Terms and Conditions. Could you please provide your signature on the signature page below and return by email to salesorders@ballard.com at your convenience.

Sincerely

Nicolas Pocard

Vice President, Marketing & Strategic Partnerships

Ballard Power Systems

1.604.412.3133

nicolas.pocard@ballard.com

Equipment Sales Agreement

This Equipment Sales Agreement (the "Agreement") will become effective on the date it has been signed by both Parties.

BETWEEN:

Ballard Power Systems Inc.
9000 Glenlyon Parkway
Burnaby, British Columbia
Canada V5J 5J8
("Ballard")

AND:

**Regional Transportation Commission of Washoe
County (RTC)**
2050 Villanova Drive
Reno, Nevada 89502
USA
("Purchaser")

EQUIPMENT SALES AGREEMENT

salesorders@ballard.com | www.ballard.com

Pricing

Table 1 Price Table

FCmove™ HD+ Full Training System					
Item	Description	Part Number	Qty	Unit Price (USD) ¹	Total Price (USD) ¹
<u>Products:</u>	FCmove HD+ fuel cell module (Operational Training Module) – Buy America compliant	5161100-002	1	\$146,000	\$146,000
	FCmove HD+ fuel cell module, (Tear-Down Module) – Buy America compliant	5161100-002	1	\$146,000	\$146,000
<u>Parts:</u>	FCmove High Voltage Interface Box	5157889	1	\$5,500	\$5,500
	FCmove Special Tools Kit	5161268	1	\$1,000	\$1,000
	FCmove I/O Check Box	tbd	1	\$4,000	\$4,000
	Portable Leak Tester, 5000 sccm, hose kit included	5162143	1	\$9,050	\$9,050
	Parts kit, leak test hoses	5144899	1	\$250	\$250
	Field service leak test fittings kit	5143610	1	\$1,700	\$1,700
	Laptop & Interface Hardware	n/a	1	\$5,000	\$5,000
	Fixture for holding FCmove Module, crated	5161730	2	\$18,000	\$36,000
	FCmove System Testing Board	n/a	1	\$150,000	\$150,000
	FCmove Virtual Training Module, including HoloLens, animated Augmented Reality Preventative Maintenance	n/a	1	\$100,000	\$100,000
	FCmove training posters	n/a	1	\$5,000	\$5,000
				<i>Sub-total</i>	<i>\$609,500</i>
<i>Continued . . .</i>					

EQUIPMENT SALES AGREEMENT

salesorders@ballard.com | www.ballard.com

Onsite Setup and Training					
Item	Description	Part Number	Qty	Unit Price (USD)¹	Total Price (USD)¹
	On-site set up of training modules at purchaser's site in N. America • includes travel and living expenses	n/a	1	\$9,000	\$9,000
<u>Training:</u>	On-site training, Tier 1/Tier2, at purchaser's site in N. America • includes travel and living expenses. • see Overview of Technician Training Courses below	n/a	1	\$15,000	\$15,000
	On-site training, Tier 3, at purchaser's site in N. America • includes travel and living expenses. • see Overview of Technician Training Courses below	n/a	1	\$11,000	\$11,000
<i>Sub-total</i>					\$35,000
TOTAL					\$ 644,500
Notes and Assumptions					
1	All prices are in US Dollars (USD) and do not include customs duties, import/export brokerage fees, commodity or US sales and use taxes. Purchaser will provide Ballard a US sales and use tax exemption certificate.				

Payment Terms

PAYMENT TERMS	
<u>PAYMENT TERMS</u>	
<u>Products/Parts</u>	
<ul style="list-style-type: none"> ○ 50% prepayment upon execution of this Equipment Sale Agreement and invoice ○ Remaining 50% due upon delivery of the Products and Parts, and invoice 	
<u>Training</u>	
<ul style="list-style-type: none"> ○ 100% payment upon completion of each Service 	
<i>Note: all payments are due net 30 days from date of invoice</i>	

DELIVERY TERMS
<p><u>DELIVERY POINT</u> Delivery will occur FCA, Ballard’s facilities, (Incoterms 2020). Risk of loss or damage, and title, to the Products will pass to the Purchaser at Ballard’s facilities.</p>
<p><u>DELIVERY DATE</u></p> <p><u>Products:</u> Delivery of the Products is planned for Q4 2024; however, this is subject to receipt of this executed Agreement by November 30, 2024, and subject to Ballard’s production schedule at that time.</p> <p><u>Parts:</u> Delivery of the Parts will be within Q3 2025</p> <p><u>Training:</u> Delivery of the onsite training courses will provided after delivery of all Products and Parts and will require further discussions to develop a training schedule that is suitable for both parties.</p>

Overview of Technician Training Courses

Tier 1&2 Base course

- Provide basic skills related to fuel cells, safety, fuel cell systems, primary components, and basic maintenance.
- Provide intermediate skills related to more complex fuel cell system maintenance, as well as basic diagnostics and integration.
- Three days at customer site in N. America

Tier 3 Extended Course

- Provide advanced skills and knowledge related to diagnostics and system schematics, as well as troubleshooting and integration.
- Five days at customer site in N. America

Special Sale/Warranty Terms

1. Purchased Product is intended for the Purchaser to use in a training application (the “Application”) only. If the Purchaser wishes to use the Product for any other application, then it must obtain Ballard’s prior written consent. Purchaser shall not resell the Products to or with the assistance of a Third Party. “Third Party” means any party who is not a party to this Agreement and shall include internet websites and any and all entities that can serve as intermediaries to facilitate the complete sale of the Products if the Purchaser is in breach of its obligations under this Section, Ballard will have the right to terminate this Agreement and each other contract between the Parties (without prejudice to any accrued claims or rights) upon giving written notice to that effect to the Purchaser. The Purchaser acknowledges that monetary damages alone may not be adequate to protect Ballard against any actual or threatened breach of this Section. Accordingly, Purchaser consents to the seeking

of provisional remedies, including injunctions, restraining orders, specific performance and similar remedies by Ballard in respect of any actual or threatened breach of this Section.

2. Ballard is responsible up to the completion of the successful Factory Acceptance Test ("FAT") of the Product. Ballard will perform the FAT at Ballard's facility with each Product in its final configuration. This test is to prove and certify function and performance of the Product according to the technical specification with certain tolerances.
3. Ballard warrants to the Purchaser that only the FCmove[™] HD+ fuel cell module (Operational Module) will be free of defects resulting from defective materials or manufacturing workmanship for the period ("Warranty Period") ending the earlier of:
 - a. 24 months after the date of a Product's delivery to the custody of the Purchaser's carrier; and
 - b. 6000 operational hours.

The FCmove[™]HD+ fuel cell module (Tear Down Module) will not include any warranty.

The above is the sole and exclusive warranty made by Ballard in respect of a Product. Ballard makes no other, and there is no other, warranty, representation, guarantee, obligation, or liability, express or implied, statutory or otherwise, howsoever arising (whether by contract, tort, including negligence, principles of manufacturer's liability, operation of law, conduct, statement or otherwise). Ballard hereby disclaims any implied warranty or condition of merchantability or fitness for a particular purpose concerning a Product.

If the Purchaser discovers and notifies Ballard in writing of any such defect within the Warranty Period, Ballard will, upon determining that the warranty claim is valid, at its sole cost and option, either replace the Product or provide the Purchaser with replacement parts for, or repair, the Product.

If the Product is required to be replaced or repaired at Ballard's facility in Bend, Oregon, the Purchaser will promptly return the defective Product to Ballard DAP Incoterms 2010 in accordance with, if applicable, the Shipping and Storage Specification as though the Purchaser were the shipper. All warranty claims must be made promptly upon discovery of the defect. If the warranty claim is valid, Ballard will be responsible for delivering the repaired or replacement Product or component to the Purchaser DAP Incoterms 2010. Where a new Product is provided as a replacement for a defective Product during the Warranty Period, the new Product will be subject to the warranty herein only for the unexpired portion of the Warranty Period relating to the original Product.

Servicing following the Warranty Period will be provided on a time and material basis at standard Ballard rates. While Product returns for warranty claims may be bundled in one shipment, each Product in the shipment should be supported by a fully completed Ballard warranty claim. Purchaser is required to register online via the Ballard Customer Portal at <https://ballard.custhelp.com/> to access the warranty claim process and other documentation related to warranty and service of Ballard product.

4. The limited product warranty specified above is conditional on the following:
 - a. Receipt of payment for delivered Products in full;
 - b. For each Product, the Purchaser submitting a true, correct and completed Commissioning Checklist (included in Ballard's integration manual) certifying that the required Integration process and Commissioning process have each been followed and completed;
 - c. The Purchaser adhering to the Preventative Maintenance Schedule, as set out in the Service Manual for the Product, and, upon request from Ballard, providing reasonable evidence that the required preventative maintenance work has been completed on the particular Product;
 - d. When Ballard issues product safety recalls, service bulletins, or other notices, the Purchaser must comply with any recommended actions contained within, and upon request from Ballard, provide reasonable evidence that the actions have been taken; and
 - e. the Products being integrated in accordance with Ballard's integration manuals and operated within the operating conditions specified by Ballard's applicable operation manuals, and not disassembled or reconfigured from the Ballard configuration at the time of delivery.
5. In addition to the above, the limited product warranty is null and void for Products that are not integrated in accordance with Ballard's integration manuals and/or that are operated outside of the operating conditions specified by Ballard's applicable operation manuals, and/or disassembled or reconfigured from the Ballard configuration at the time of delivery.
6. Ballard does not recycle the Products or Parts. The Purchaser shall safely dispose of the Products and Parts at the end of useful life. The Purchaser is responsible for, and assumes all risk related to, the disposal of the Products and Parts.
7. Ballard will only be liable to the Purchaser for direct damages suffered by the Purchaser and only up to a maximum amount equal to the total amount of the Purchase Price actually paid by the Purchaser to Ballard pursuant to this Agreement and the Purchaser hereby releases Ballard from all other Claims and Liabilities or greater amount. THIS LIMITATION OF LIABILITY PROVISION APPLIES IN THE AGGREGATE AND NOT ON A PER CLAIM BASIS, WHETHER ANY DAMAGES ARE CHARACTERIZED IN TORT, NEGLIGENCE, CONTRACT OR OTHER THEORY OF LIABILITY, EVEN IF BALLARD HAS BEEN ADVISED, HAD REASON TO KNOW, OR SHOULD REASONABLY HAVE KNOWN, OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND IRRESPECTIVE OF ANY FAILURE OF ESSENTIAL PURPOSE OF A LIMITED REMEDY. BALLARD IS NOT LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RESULTING FROM THIS AGREEMENT, INCLUDING LOST PROFITS, LOST REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND. THIS LIMITATION OF LIABILITY PROVISION DOES NOT LIMIT BALLARD'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL CONDUCT. Without limiting the generality of the foregoing, Ballard will not be liable for: (a) any loss or damage caused by the failure of the Purchaser to meet its responsibilities under this

Agreement; (b) any loss or damage to any property or for any personal injury or economic loss or damage caused by the connection of a Product to other devices or systems, or (c) any loss, damage or injury arising from or as a result of, misuse, abuse, modification or incorrect installation, integration or operation of a Product, or the installation, integration or operation of a Product by persons not authorized by Ballard.

8. If the Purchaser requests to reduce the quantity of Products purchased pursuant to this Agreement, then the Purchaser shall to Ballard pay a sum equal to 100% of change in price of the Agreement. Such payment shall be due and payable by the Purchaser net 30 days after receipt of invoice from Ballard.
9. If the Purchaser requests to terminate the Agreement, then the Purchaser shall pay Ballard pursuant to #10 as set forth in Purchaser's Agreement for Goods and Services, attached and incorporated herein.
10. If the Purchaser fails to collect any Products which have been delivered by Ballard FCA Ballard's facilities within 2 weeks of the delivery date, as confirmed on Ballard's order acknowledgment, the Purchaser agrees to pay to Ballard a sum equal to 10% of the price set forth in the Agreement per week of delayed collection. Such payment shall be due and payable by the Purchaser net 30 days after receipt of invoice from Ballard.

Agreement Validity

This Agreement, as offered, is valid if signed and returned to Ballard by December 27, 2024.

Execution of this Agreement

To execute this agreement, an authorized signature, printed name, and date is required on the signature page.

EQUIPMENT SALES AGREEMENT

salesorders@ballard.com | www.ballard.com

Signature Page

BALLARD POWER SYSTEMS INC.

By: _____ By: _____
Authorized Signatory (signature) Authorized Signatory (signature)

Name/Title: _____ Name/Title: _____
please print please print

Date: _____ Date: _____

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY (RTC)

By: _____
Authorized Signatory (signature)

Name/Title: Bill Thomas, RTC Executive Director
please print

Date: _____

EXHIBIT B
INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
MAINTENANCE, OPERATIONS & SERVICE AGREEMENTS

2022-03-09 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONTRACTORS & SUBCONSULTANTS

CONTRACTOR shall include all subcontractors and subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR it shall require its Subs to maintain separate liability coverages and limits of the same types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, 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 be \$1,000,000 per occurrence \$1,000,000 for any applicable coverage aggregates for or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Sub. CONTRACTOR shall require its Subs provide appropriate certificates and endorsements from their own insurance carriers naming CONTRACTOR and the Indemnitees (see paragraph 2 above) as additional insureds.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. MISCELLANEOUS CONDITIONS

- A. Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at RTC's option.
- B. If CONTRACTOR fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, RTC shall have the right, but not the obligation, to purchase said insurance at CONTRACTOR's expense.
- C. Any waiver of CONTRACTOR's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of RTC. Failure of RTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RTC to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to RTC in this contract.
- E. If CONTRACTOR'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.

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

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the named insured's work. In addition, coverage for Explosion, Collapse and Underground exposures (as applicable to the project) must be reflected in the insurance certificates.

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

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

The status of RTC as an additional insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape of release of pollutants at or from a site owned or occupied by or rented or loaned to RTC.

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

In lieu of a separate Business Auto Liability Policy, RTC may agree to accept Auto Liability covered in the General Liability Policy, if CONTRACTOR does not have any owned or leased automobiles and non-owned and hired auto liability coverage is included.

If project involves the transport of hazardous wastes or other materials that could be considered pollutants, CONTRACTOR shall maintain pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and, if applicable, the Motor Carrier Act endorsement (MCS 90) shall be attached.

Waiver of Subrogation. CONTRACTOR waives all rights against RTC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement.

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

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

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

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify RTC in writing prior to the signing of a Contract. RTC reserves the right to accept or reject a self-funded CONTRACTOR and to approve the amount of any self-insured retentions.

CONTRACTOR agrees that RTC is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the self-funded CONTRACTOR.

Upon completion of the project, CONTRACTOR shall, if requested by RTC, provide RTC with a Final Certificate for itself and each Sub showing that CONTRACTOR and each Sub had maintained Industrial Insurance by paying all premiums due throughout the entire course of the project.

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

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

EXHIBIT C
FTA REQUIRED CLAUSES

It is a requirement of the Federal Government that activities financed, in part, with Federal funds and performed by a third-party contractor and its subcontractors on behalf of a Federal grantee must be carried out in accordance with applicable Federal requirements.

Activities performed under this Agreement, and any other prior or subsequent amendments thereto, may be financed in part, by a grant from the United States Department of Transportation (DOT), Federal Transit Administration (FTA) to the Regional Transportation Commission of Washoe County (RTC), and if so, would therefore be subject to the applicable grant terms, conditions, and regulations. Accordingly, the Contractor and its subcontractors performing activities under this Agreement must adhere to the Federal requirements stated herein as a condition of satisfactory performance.

All subcontracts and subcontractors employed as a result of this Agreement are subject to the same conditions and requirements as set forth herein unless specifically exempted. The Contractor shall ensure that these Federal requirements are incorporated into its subcontracts and its subcontractors at all tiers comply with these Federal requirements. The Contractor will be held liable for compliance failures by its subcontractors. Failure to comply will render the Contractor responsible for damages and/or contract termination.

1 - 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 CONTRACTOR RECORDS AND SITES OF PERFORMANCE [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 including such records and information the RTC or the Contractor may regard as confidential or proprietary which are related in whole or in part to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and as may be necessary for the RTC to meet its obligations under 2 CFR Part 200. This access includes timely and reasonable access to personnel for interviews and discussions related to the records. This right of access shall survive the expiration or termination of the Agreement and the record retention period described below.
- B. The Contractor agrees to permit any of the foregoing parties to inspect all work and materials, to audit any information under the control of the Contractor within books, records, accounts or other locations, and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to comply with the record retention requirements of 2 C.F.R. §200.333. The Contractor shall maintain complete and readily accessible records related in whole or in part to the Agreement, including but not limited to data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to those records, The Contractor shall retain such records until all pending

matters are closed or for a period of not less than three years from the date of final payment, whichever is longer. 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 disposition of all such litigation, appeals, claims, or exceptions related thereto.

- D. The Contractor agrees to permit the Federal Transit Administration to have access to the sites of performance of the Agreement, any amendments thereto, and to make site visits as reasonably may be required.
- E. The Contractor shall include this clause in all subcontracts and shall require all subcontractors to include the clause in their subcontracts, regardless of tier.

4 - FEDERAL CHANGES

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

5 - 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, 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 sexual orientation or 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) comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, et seq.; (iii) 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; (iv) comply with Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of FTA’s Master Agreement (31); (v) comply with Federal Transit Administration Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;” and (vi) 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, sex, sexual orientation, or gender identity, 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 (30 Fed. Reg. 12319, 12935), 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:

The Contractor agrees to comply with 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, and federal transit law, specifically 49 U.S.C. § 5332.

E. Nondiscrimination on the Basis of Age:

The Contractor agrees to comply with federal prohibitions against discrimination based on age, including 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.; U.S. Health and Human Services regulations, 45 CFR Part 90, U.S. Equal Employment Opportunity Commission regulations, and 29 CFR Part 1625., In addition, Contractor agrees to comply with applicable Federal implementing regulations.

F. Nondiscrimination on the Basis of Disability:

Contractor agrees to comply with the following federal prohibitions against discrimination based on disability: 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.; Federal transit law at 49 U.S.C. § 5332, and other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities. . 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:

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 (65 Fed. Reg. 50121), 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 provisions of this FTA Required Clauses document 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's Circular 4220.1F, and FTA's Master Agreement and 2 C.F.R. Part 200, are hereby incorporated by reference and are binding on the Contractor. 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. The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness and other outreach to employees about the risks associated with texting while driving.
- C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

8 - NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS [FTA Master Agreement (31), 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, as those terms are defined in FTA's Master 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 the Master Agreement or another agreement involving a principal, officer, employee, agent, or the 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.

9 - 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, in executing this Agreement the Contractor verifies that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement 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 has provided the RTC a certification addressing its debarment and suspension status and that of its principals, affiliates, and subcontractors. 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 provided by the Contractor 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.
- E. The Contractor agrees that it will not enter into any “covered transaction” (as defined in 2 C.F.R. §§ 180.2220 and 1200.220) with any third party participant (as defined in section 1 of FTA’s Master Agreement) that is, or whose principal is suspended, debarred, or otherwise excluded from participating in covered transactions except as otherwise authorized by applicable Federal laws, regulations, or requirements regarding participation with debarred or suspended recipients or third party participants. The Contractor further agrees that it will review the Federal Government’s “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” if required by U.S. DOT regulations (2 C.F.R. Part 1200).

10 - 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 complete and file the disclosure form required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." (Standard Form LLL: Disclosure Form to Report Lobbying"). The Contractor shall obtain such disclosures from its subcontractors at any tier for whom a subcontract in excess of \$100,000 is contemplated. 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 shall be forwarded from tier to tier up to the RTC. The Contractor shall include this clause in each subcontract and require its subcontractors to apply this clause to any lower tier subcontractors.

11 - 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.

12 - 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.

13 - 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.

14 - 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 preferences 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 RTC 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 RTC 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 both such regulations.

15 - 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.

16 - EMPLOYEE PROTECTIONS

The Contractor agrees to comply with all federal laws, regulations, and requirements providing protections to employees. Such protections include, but are not limited to, prevailing wage requirements, wage and hour requirements, anti-kickback prohibitions, safety requirements, work-hour prohibitions, the Fair Labor Standards Act, and 49 U.S.C. §5333(b), including applicable transit employee protective arrangements, U.S. Department of Labor certifications, special warranties, and special arrangements for Federal assistance under 49 U.S.C. § 5310.

17 - TRANSIT ASSET MANAGEMENT

The Contractor agrees to comply and facilitate compliance with all applicable provisions of 49 U.S.C. § 5326 and 49 C.F.R. Parts 625 and 630, as may be amended, and follow applicable federal guidance.

18 - TRAFFICKING IN PERSONS [FTA Master Agreement (31), Section 4(f)]

The Contractor agrees to comply and assures the compliance of each subcontractor, with federal requirements and guidance, including: (i) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); and (ii) The terms of section 4(f) found in the Federal Transit Administration's Master Agreement (31), which

have been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per U.S. OMB's direction.

Contractor agrees that it and its employees, and subcontractors that participate in this Agreement, may not:

1. Engage in severe forms of trafficking in persons, as defined in section 103 of the TVPA, 22 U.S.C. § 7102, during the period of time that the Agreement is in effect,
2. Procure a commercial sex act, as defined in section 103 of the TVPA, 22 U.S.C. § 7102, during the period of time that the Agreement is in effect, or
3. Use forced labor, as defined in section 4(f)(2)(ii) of FTA's Master Agreement (31), in the performance of the Agreement or subcontracts thereunder.

19 - FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS [FTA Master Agreement (31), Section 4(g)]

The Contractor agrees that prior to entering into any subcontract, it will require the subcontractor to provide a certification that it; (A) does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (B) was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. The Contractor also agrees to include these requirements in each subcontract, without regard to the value of any subcontract.

20 - ENVIRONMENTAL PROTECTIONS [FTA Master Agreement (31), Section 26(g)]

Contractor shall comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

A. National Environmental Policy Act.

1. Contractor shall comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: (a) federal transit laws, such as 49 U.S.C. §5323(c)(2), and 23 U.S.C. §139; (b) the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§4321 et seq., as limited by 42 U.S.C. §5159, and CEQ's implementing regulations 40 C.F.R. part 1500 – 1508; (c) joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622; (d) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. §4321 note; and (e) other federal environmental protection laws, regulations, and requirements applicable to Contractor.
2. Contractor shall follow federal guidance to the extent that the guidance is consistent with applicable authorizing legislation, which may include: (a)

joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews," January 14, 2013; (b) joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Pub. L. 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and (c) other federal environmental guidance applicable to the Contractor.

B. Environmental Justice.

Contractor shall promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. §4321 note, as well as facilitating compliance with that Executive Order; (2) U.S. DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997; and (3) the most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

C. Other Environmental Federal Laws.

Contractor shall comply and facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order Nos. 11988 and 13690 relating to "Floodplain Management."

D. Use of Certain Public Lands.

Contractor shall comply with U.S. DOT laws, specifically 49 U.S.C. §303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.

E. Historic Preservation.

Contractor shall comply with: (1) U.S. DOT laws, including 49 U.S.C. §303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places; (2) federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. §306108; (3) the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. §312501 et seq.; (4) U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 C.F.R. part 800; and (5) other federal requirements and federal guidance to avoid or mitigate adverse effects on

historic properties.

F. Indian Sacred Sites

Contractor shall comply with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. §1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. §3161 note.

21 - ELECTRONIC AND INFORMATION TECHNOLOGY [FTA Master Agreement (31), Section 16(t)]

The Contractor agrees that reports or information it provides to the RTC or to or on behalf of the Federal Government will use electronic or information technology that complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194.

REQUIRED FEDERAL CERTIFICATIONS

TAX LIABILITY CERTIFICATION

This certification shall be required for all contracts. Bids or Proposals that do not include this completed certification will be rejected as nonresponsive.

The Bidder or Proposer certifies that:

1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Bidder or Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Bidder or Proposer understands and agrees that the provisions of 31 U.S.C. §§3801 et seq. are applicable to this certification.

Date: _____

Company: _____

Signature: _____

Printed 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 the statements made in this affidavit are true and correct.

Date: _____

Company: _____

Signature: _____

Printed Name: _____

Title: _____

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

This Contract is a covered transaction for purposes of 2 C.F.R. Part 1200. As such, the Contractor is required to verify that neither the Contractor, its subcontractors, participants nor principals (as defined in 2 C.F.R. 180.980 and 180.995) nor its affiliates (as defined in 2 C.F.R.180.905) are excluded or disqualified as defined in 2 C.F.R. 180.935 and 180.940.

The Contractor is required to comply with 2 C.F.R. Part 1200, Subpart C and must include the requirement to comply with 2 C.F.R. Part 1200, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this certification, the Contractor acknowledges and certifies as follows:

The certification in this clause is a material representation of fact relied upon by the RTC. If it is later determined that the 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. The proposer agrees to comply with the requirements of 2 C.F.R. Part 1200, Subpart C throughout the period of this contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date: _____

Company: _____

Signature: _____

Printed Name: _____

Title: _____

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 of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Contractor 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.

Date: _____

Company: _____

Signature: _____

Printed Name: _____

Title: _____

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, manufactured products, and 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: _____

Company: _____

Signature: _____

Printed 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: _____

Company: _____

Signature: _____

Printed Name: _____

Title: _____



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/20/2024

Agenda Item: 5.1.

To: Regional Transportation Commission

From: Christian Schonlau, Director of Finance, CFO

SUBJECT: 2024 Annual Comprehensive Financial Report (ACFR)

RECOMMENDED ACTION

Receive a report on the FY 2024 Annual Comprehensive Financial Report (ACFR) for the Regional Transportation Commission of Washoe County and authorize staff to submit the document to the Nevada Department of Taxation.

BACKGROUND AND DISCUSSION

As required by NRS 354.624, the independent audit report on the financial operations of the RTC is being presented to the Board. The RTC has received an unmodified opinion as issued by Crowe LLP, the highest rating possible. RTC has a strong history of no findings or minimal findings. This year, there were no audit findings or policy findings. Staff will provide a brief financial summary of FY 2024. Attached is a letter to the Commissioners from our auditors, Crowe LLP. A representative from Crowe LLP will be available during the meeting to answer any questions regarding the audit. The ACFR for FY 2024 includes all requirements specified by Nevada Revised Statutes and the Single Audit Act. The report also includes information required by the Government Finance Officers Association (GFOA) for eligibility of the Certificate of Achievement Award. The RTC has received this award for the past 35 years. Staff will submit the FY 2024 report to the GFOA for its consideration in regard to the Certificate of Achievement Award.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

12/15/2023 Received a report on the FY 2023 Annual Comprehensive Financial Report (ACFR) for the Regional Transportation Commission of Washoe County and authorized staff to submit the document to the Nevada Department of Taxation.



ANNUAL COMPREHENSIVE FINANCIAL REPORT

REGIONAL TRANSPORTATION COMMISSION



Reno, Sparks and Washoe County, Nevada

Fiscal Year Ended June 30, 2024



Building A Better Community Through Quality Transportation



REGIONAL TRANSPORTATION COMMISSION

Reno, Sparks and Washoe County, Nevada

ANNUAL COMPREHENSIVE FINANCIAL REPORT

For the Fiscal Year Ended June 30, 2024

Bill Thomas, AICP
Executive Director

PREPARED BY THE FINANCE DEPARTMENT

Christian Schonlau
Director of Finance & CFO

Jelena Williams, CPA
Financial Manager

Andy Chao
Senior Accountant

Hannah Yue, CPA
Senior Accountant

Nelia Belen
Accountant

Nicole Coots
Senior Web/Graphic Designer



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

RTC BOARD OF COMMISSIONERS



ED LAWSON
RTC CHAIR
City of Sparks Mayor



DEVON REESE
City of Reno



ALEXIS HILL
RTC VICE CHAIR
Washoe County



MARILUZ GARCIA
Washoe County



HILLARY SCHIEVE
Mayor of Reno



TRACY LARKIN THOMASON, Ex-officio
Director
Nevada Department of Transportation

RTC DIRECTORS



BILL THOMAS, AICP
Executive Director



DALE KELLER, P.E.
Deputy Executive Director/
Director of Engineering



CHRISTIAN SCHONLAU
Director of Finance/
Chief Financial Officer



ADAM SPEAR, ESQ
Director of Legal Services



JIM GEE
Director of Public Transportation
& Operations



VACANT
Director of Planning



LAURA FREED
Director of Administrative Services

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INTRODUCTORY SECTION



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction
Metropolitan Planning Organization of Washoe County, Nevada

December 20, 2024

Honorable Chair, Vice Chair and Members
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502

Dear Chair Lawson, Vice Chair Hill, Members of the Commission, and Citizens of Reno, Sparks and Washoe County:

I am pleased to transmit to you the Annual Comprehensive Financial Report (ACFR) of the Regional Transportation Commission of Washoe County (RTC) for the fiscal year ended June 30, 2024. State law requires that all general-purpose local governments publish within six months of the close of each fiscal year a complete set of financial statements presented in conformity with Generally Accepted Accounting Principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed Certified Public Accountants.

The ACFR consists of management's representations concerning the finances of the RTC. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the RTC has established a comprehensive internal control framework that is designed to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the RTC's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the RTC's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The RTC's financial statements have been audited by Crowe LLP, a firm of licensed Certified Public Accountants. The goal of the independent audit is to provide reasonable assurance that the financial statements for the fiscal year ended June 30, 2024, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the RTC's financial statements for the fiscal year ended June 30, 2024, are fairly presented in conformity with GAAP. The independent auditor's opinion is presented as the first component of the financial section of this report. The independent audit of the financial statements of the RTC was part of a broader, federally-mandated "Single Audit" designed to meet the special needs of federal grantor agencies. The standards governing Single Audit engagements

Honorable Chair and Members
Regional Transportation Commission
December 20, 2024

require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal awards.

GAAP require that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The RTC's MD&A can be found immediately following the report of the independent auditors.

Profile of the Government

The RTC is located in Northern Nevada. It serves the cities of Reno and Sparks and Washoe County. The RTC's designated urbanized service area is 165 square miles and serves a population of 564,527.

Two major sources of revenue for the RTC are fuel tax and sales tax (public transportation tax). Fuel tax and sales tax can be designated for the RTC transportation purposes by the Nevada State Legislature and must be implemented by Washoe County ordinance. By statute, the RTC may exercise the power of eminent domain with the approval of the City or County in which the property lies.

The RTC has operated as a special purpose unit of government since 1979, as a result of legislation approved in the 1979 Nevada State Legislature.

Overall agency guidance is provided by the Commission, which is composed of locally elected officials. Members of the Commission are appointed by their respective political jurisdiction and include two (2) members representing Washoe County, two (2) members representing the largest city in the jurisdiction (City of Reno), and one (1) member representing the other city in the jurisdiction (City of Sparks). They serve staggered two-year terms.

The Commission establishes and approves policy direction for the agency in all program areas. Policy established by the Commission is implemented through a professional/technical staff supervised by an Executive Director.

As the Executive Director, I serve at the pleasure of the Commission and I am considered to be an unclassified employee. The Commission establishes compensation for the Executive Director position. Department Directors and certain administrative and senior level personnel are also unclassified employees of the RTC and are subject to a classification and compensation plan approved by the Commission. Remaining staff are classified employees of the RTC and are also subject to a classification and compensation plan approved by the Commission.

The RTC is responsible for three major transportation programs:

Public Transportation Program – The RTC operates public transportation, for fixed-route, paratransit, microtransit, and vanpool in conformance with Nevada Revised Statutes. The RTC has the responsibility and the authority to appropriate money from the Public Transit Fund for such purposes and may provide for all functions incident to the administration and operation of public transportation.

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Separate contracts have been established for the public transportation elements of the RTC. Keolis Transit Services, LLC, provides turnkey operation for RTC RIDE, the local fixed-route bus system, RTC RAPID, the bus rapid transit service, and RTC REGIONAL CONNECTOR, a commuter service between Reno/Sparks and Carson City. The RTC REGIONAL CONNECTOR service is funded by the RTC and the city of Carson City. The RTC also has a turnkey contract with MTM Transit, LLC, for the operation of RTC ACCESS, the ADA paratransit service and RTC FlexRIDE, an on-demand microtransit service. RTC established general service delivery policies for both systems and receives all revenues and purchases and maintains ownership of all assets of the transit operations.

In addition, the RTC helps fund transit service on the North Shore of Lake Tahoe for the Tahoe Truckee Area Rapid Transit (TART) system. The service is provided by Placer County, California, through a contractual agreement, with RTC reimbursing Placer County for the transit service provided in the Washoe County portion of the Tahoe basin.

Transportation Planning – The RTC is designated as the Metropolitan Planning Organization (MPO) for Washoe County. In that capacity, the RTC is responsible for establishing policy direction for transportation planning. This responsibility includes the approval of the Regional Transportation Plan (RTP), the annual Five-Year Financial Plan, Regional Transportation Improvement Program (RTIP), Unified Planning Work Program (UPWP), and the establishment and approval of federal funding priorities in certain program areas. The RTC provides major project review of the transportation impacts of new projects and developments.

Regional Street and Highway Program – The primary responsibility of the RTC in the Regional Street and Highway program is to approve and implement road projects through a priority-setting process in both the technical and political levels.

The RTC's Budget Process

The annual budget serves as the foundation for the RTC's financial planning and control. All Department Directors of the RTC are required to submit their budgets for approval by the Executive Director in March of each year. The RTC uses zero-based budgeting. Each department's budget is presented in extensive line item detail. A budget workshop is held for the Commissioners in February. A draft budget is presented to the Commission in April. Any Commissioners' changes are included in the final document, and that document is presented for a public hearing and approval in May. The appropriated budget is prepared by fund, function (e.g., Street and Highway), and department (e.g., Finance). Department Directors may make transfers of appropriations within a department. Transfers of appropriations between departments require the approval of the Executive Director. Any increase in Fund Budgets requires the approval of the Commission. Budget-to-actual comparisons are provided in this report for each individual governmental fund for which an appropriated annual budget has been adopted. For the major governmental funds, the General Fund, the Regional Road Impact Fee Fund, and the Paratransit Services Fund, these comparisons are presented as part of the basic financial statements. For the nonmajor governmental fund, with appropriated annual budgets, these comparisons are presented in the Nonmajor Governmental Fund subsection of this report, following the basic financial statements. For the Public Transit Fund, the comparison is presented as part of the other supplementary information.

Agency Accomplishments – FY 2024

- Completed preventative preservation projects:
 - ❖ 2023 Bridge Maintenance / Resurfacing
 - ❖ 2023 Preventative Maintenance Project
 - ❖ 4th Street (Sparks) Rehab
 - ❖ Arrowcreek Parkway Rehab
 - ❖ California at Newlands Rehab
 - ❖ Corrective Maintenance (Neil Road and Greg Street)
 - ❖ Holcomb Avenue Rehab
 - ❖ Las Brisas / Los Altos Corrective Maintenance Project
 - ❖ Sutro Street & Enterprise Road Rehab
- Completed Safety Improvements:
 - ❖ 80 new ADA-accessible driveways
 - ❖ 9 new crosswalks (359 replaced)
 - ❖ 18 Crosswalk Warning Devices
 - ❖ 8 new lights at crosswalks
 - ❖ 130 new pedestrian ramps
 - ❖ 5 miles of new bike lanes
 - ❖ 3.2 miles of new sidewalks
- Completed 4th Street and Woodland Avenue Roundabout
- Completed Sky Vista Parkway Project
- Completed Sparks Boulevard Capacity Improvement (Greg St to I-80 WB Ramps) Early Action Construction
- RTC improved timing at 84 signals along 12 different corridors
- Completed the Intelligent Transportation Systems (ITS) Strategic Master Plan
- Executed a Memorandum of Understanding with Washoe County, City of Reno, and City of Sparks to initiate a regional approach to traffic operations
- 12 straight months of fixed-route transit ridership growth
- Launched new FlexRIDE zone in the South Meadows / Damonte Ranch area
- Wrap-up of free ride program for seniors on the Sparks / Spanish Springs FlexRIDE
- Free rides on RIDE for K-12 students in the summer
- Launched Si RTC advertising campaign to improve ridership within Spanish speaking populations

- Launched advertising campaign to improve ridership of Ed Pass users
- Purchased 25 new ACCESS vehicles and 6 hydrogen fuel cell buses
- Initiated commuter rail study for service between Reno, Sparks, and the Tahoe Reno Industrial Center
- Events and bus wraps for Don't Drink and Drive and Human Trafficking awareness campaigns
- Completed draft of South Virginia Street Transit Oriented Development Plan
- Completed draft of Regional Freight Plan
- Completed draft of Active Transportation Plan
- Awarded FY24/25 Transportation Alternatives Set-Aside Program projects
- Completed the Federal Transportation Management Area Planning Certification Review process, which resulted in zero findings
- Administratively modified FY24/25 UPWP in response to recommendations received during the Certification Review
- Awarded a Safe Streets and Roads for All Implementation Grant
- Adopted the FY23-27 Regional Transportation Improvement Program
- Initiated the development of the 2050 Regional Transportation Plan Update
- Completed The Regional Travel Characteristics Study
- Initiated Compensation and Classification study
- Received unmodified opinion – Certified Audit

Factors Affecting Financial Condition

Local economy – Washoe County continues to experience economic growth after rebounding strongly from the effects of COVID-19. The area's economy is principally based in the trade and service sectors. Although gaming and other recreational activities represent a major portion of Washoe County's economy, the area has diversified its business base with the expansion of distribution, warehousing, and manufacturing facilities. During the fiscal year, Washoe County added 6,000 jobs. The majority of the workforce increases were in leisure and hospitality industry, construction, and manufacturing.

Statewide gross gaming revenues continues to grow as they were up 2.26% over the prior year. Washoe County gross gaming revenues were up 1.5% as of June 2024.

Washoe County's median home sale price increased 3.75% over prior year as of June 2024. Affordable housing challenges persist in the area.

Due to Washoe County's economic diversification, increased consumer spending, and positive impact of inflation to the revenue base, sales tax revenue for FY 2024 remained stable coming in

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2.9% higher than the prior year. Additionally, FY 2024 fuel tax revenues increased 2.7% over the prior year due to indexing of gasoline gallons sold. Gallons of fuel sold in Washoe county declined by 1%, but this decrease was offset by higher tax rates.

Nevada has no personal income tax, and it is a right-to-work state. The State has no estate and/or gift taxes, no unitary taxes, no franchise taxes, and no inventory taxes. These factors have contributed to the State's tremendous growth over the last 20 years and will continue to be important for the State's future growth.

Long-term financial planning – As the MPO for surface transportation in the Truckee Meadows, the RTC uses a cooperative strategy inclusive of all local and state governments and community input. The RTC coordinates, plans, and executes Washoe County's transportation projects to serve the present and the future. As the MPO, the RTC:

- Designs and implements the short-range and long-range regional transportation plans for Washoe County;
- Acquires federal, state, and local funding for major regional transportation projects;
- Coordinates with local jurisdictions to identify traffic impacts from current and proposed residential and commercial development;
- Defines measures to relieve congestion;
- Creates traffic projections to anticipate and respond to future regional growth; and
- Recommends, implements, and monitors new technologies for transit programs.

The foundation of the RTC planning program is a long-term RTP. The current RTP 2050 plan was adopted in March 2021. The RTP had substantial citizen involvement. The RTP serves as the region's long-range transportation plan to accommodate the master-planned developments in the City of Reno, City of Sparks, and Washoe County. The plan addresses all modes of travel including automobiles, transit, bicycles, pedestrians, aviation, rail, and goods movement as well as transportation management strategies to make the system more efficient.

Short Term Planning

The Transportation Optimization Plan Strategies (TOPS) for the fiscal years 2023-2027 was finalized in the final quarter of fiscal year 2022, and continued implementation through fiscal year 2024. The TOPS serves as the implementation plan for public transit with annual updates over the next 3 years. The TOPS is driven by the goals and policies of the RTP. The TOPS is a capital-intensive plan. Approximately \$192 million in capital and operating expenditures are programmed over 5 years. Continued changes in the economy and periodic financial forecasts may affect how some projects move forward. RIDE and ACCESS service levels are projected and implemented based on this plan.

Debt Management

The Road Program received a substantial revenue boost when NV Senate Bill 201 (indexing of Local, State, and Federal fuel taxes) was approved by the Legislature in June 2009. Collections began in January 2010. In an effort to stimulate the local economy, the Commission deviated from their usual pay-as-you-go philosophy and has initiated four bond sales totaling \$434.6 million. The first bond sale was completed in July 2009, the second in March 2010, the third in December 2010, and the fourth in April 2013. All bond sale funds have been expended and RTC has moved back to the pay-as-you-go method. RTC refunded the 2009, 2010B, 2010C and 2013 bonds in 2019 providing an average of \$6 million in annual debt services savings through maturity in 2043. Key future projects in the road program between now and the next 10 years include: the Oddie/Wells Corridor Multi-

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modal Improvements project; the Sparks Boulevard corridor project; the Lemmon Drive corridor project, the Mill Street capacity project, Arlington Avenue Bridges project, and Pyramid Highway lane widening.

Operational Model

RTC uses privatization for implementation of the majority of its programs. RTC contracts out with engineering and construction firms for implementation of the road programs. Corridor studies are prepared by engineering and consulting firms. RTC contracts out the operation of RIDE and ACCESS through “turnkey” contracts which are common in the transportation industry. The RTC maintains a staff of 66 employees to oversee the RTC programs.

Awards and Recognition

The RTC staff, projects, and services were recognized on various occasions in FY 2024 for their commitment to quality and meeting the needs of the community:

- The National Asphalt Pavement Association has awarded the team with the 2023 Quality in Asphalt Paving for the Holcomb Avenue Rehabilitation Project.
- City of Reno, Sparks, and Washoe county officials along with nonprofit organizations recognized RTC for raising awareness of human trafficking and helping to combat the issue with messaging on transit vehicles.

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the RTC for its ACFR for the fiscal year ended June 30, 2023. This was the 37th consecutive year that the government has achieved this prestigious award.

In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized annual comprehensive financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that RTC’s FY 2024 ACFR continues to meet the Certificate of Achievement Program’s requirements and anticipate continuing to receive certificates for future fiscal years.

The preparation of the ACFR on a timely basis could not have been accomplished without the efficient and dedicated services of the entire staff of the Finance Department and the Certified Public Accountants from Crowe LLP. We would like to express our appreciation to all who assisted and contributed to its preparation.

Respectfully Submitted,



Bill Thomas
Executive Director

Respectfully Submitted,



Christian Schonlau
Director of Finance/CFO

PRINCIPAL OFFICIALS

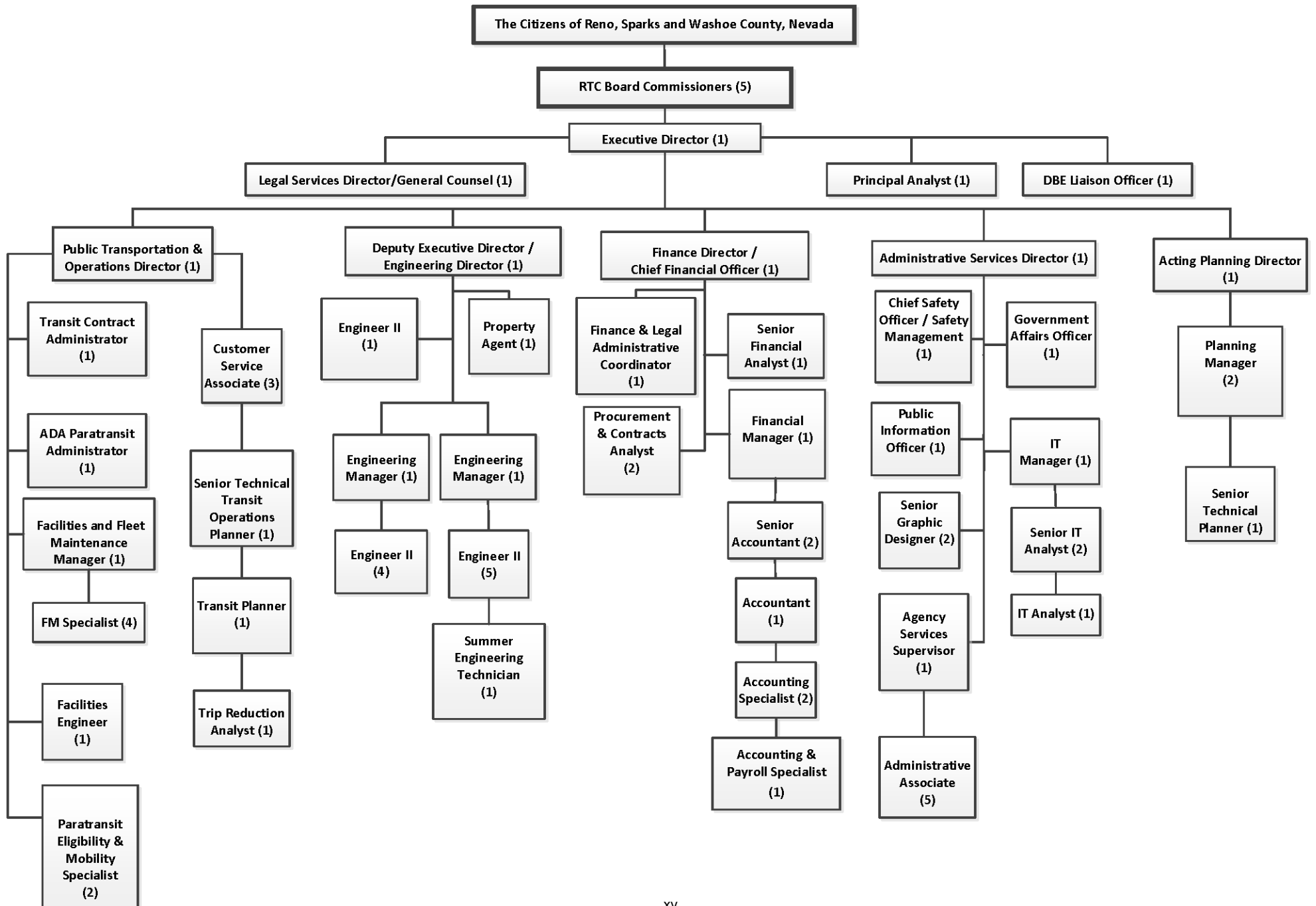
REGIONAL TRANSPORTATION COMMISSION

<u>OFFICE</u>	<u>NAME</u>	<u>TERM OF OFFICE</u>	<u>TERM EXPIRES</u>
 <u>Board Members</u>			
Chair	Ed Lawson	2 years	December 31, 2024
Vice-Chair	Alexis Hill	2 years	December 31, 2024
Board Member	Mariluz Garcia	2 years	December 31, 2024
Board Member	Hillary Schieve	2 years	December 31, 2024
Board Member	Devon Reese	2 years	December 31, 2024
 <u>RTC Staff</u>			
Executive Director *	Willam A. Thomas, AICP		Appointed
Deputy Director/Director of Engineering	Dale Keller, P.E.		Appointed
Director of Legal Services	Adam Spear, Esq.		Appointed
Director of Administrative Services	Laura Freed		Appointed
Chief Financial Officer	Christian Schonlau		Appointed
Director of Public Transportation	James Gee		Appointed
 <u>Contracts</u>			
General Manager	Don Swain, Keolis Transit Services LLC		Contracted
General Manager	Geo Jackson, MTM Transit LLC		Contracted
Independent Auditor	Crowe LLP		Contracted

*The Executive Director is appointed by the Regional Transportation Commission. All other staff members are appointed by the Executive Director.

Regional Transportation Commission of Reno, Sparks and Washoe County, Nevada

Fiscal Year 2024 Organization Chart





Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Regional Transportation Commission
of Washoe County, Nevada**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2023

Christopher P. Morill

Executive Director/CEO



FINANCIAL SECTION

INDEPENDENT AUDITOR'S REPORT

To the Commissioners
Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Regional Transportation Commission, Reno, Sparks and Washoe County, Nevada (RTC), as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the RTC's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the RTC, as of June 30, 2024, the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund, Regional Road Impact Fee Fund and the Paratransit Services Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the RTC, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the RTC's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the RTC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the RTC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on Partial and Summarized Comparative Information

We have previously audited the RTC's 2023 financial statements, and we expressed unmodified opinions on the respective financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information in our report dated November 29, 2023. In our opinion, the partial and summarized comparative information presented herein as of and for the year ended June 30, 2023, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Schedules of Changes in the Total OPEB Liability and Related Ratios, the Schedule of Proportionate Share of the Net Pension Liability, and the Schedule of RTC's Contribution as listed on the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the RTC's basic financial statements. The Capital Assets Used in Operation of Governmental Funds and the Schedule of Expenditures of Federal Awards as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Capital Assets Used in the Operation of Governmental Funds and the Schedule of Expenditures of Federal Awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the Introductory Section, Other Reporting Information Section, and Statistical Section, but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 26, 2024 on our consideration of the RTC's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the RTC's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the RTC's internal control over financial reporting and compliance.


Crowe LLP

Sacramento, California
November 26, 2024

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS

June 30, 2024

As management of the Regional Transportation Commission (RTC), we are presenting this narrative overview and analysis of the functional activities of the RTC for the fiscal year ended June 30, 2024. Readers are encouraged to consider the information presented here in conjunction with additional information furnished in the letter of transmittal, which can be found in the introductory section of this report.

FINANCIAL HIGHLIGHTS

- The RTC's cash and investments exceeded its liabilities due within one year by \$176 million at the close of the most recent fiscal year. The RTC's cash ratio is 4.6, meaning the RTC has 4.6 times the cash and investments available to meet current obligations. Last year's ratio was 5.1.
- The RTC's total net position decreased by \$2.9 million. Net position of the governmental activities increased by \$4.0 million due to increased cash balances at year-end. Net position of the business-type activities decreased by \$6.9 million mainly due to decreases in capital assets.
- At the close of the current fiscal year, the RTC's governmental funds reported combined ending fund balances of \$172.2 million, a decrease of \$4.3 million in comparison with the prior year. Most of the decrease is due to the use of cash for road construction expenses.
- RTC's outstanding bond debt decreased from \$296.8 million to \$288.5 million, as a result of \$8.3 million in principal payments on existing debt. RTC did not issue any debt in the current fiscal year.
- The RTC's total revenue decreased 0.2% or \$0.4 million in comparison with the prior year. The decrease is due to decreases in operating grants and contributions. The RTC's primary revenue sources are Motor Vehicle Fuel tax and Public Transportation (Sales) tax. These two revenue sources comprise 56.2% and 24.8% of the RTC's revenues, respectively. Motor Vehicle Fuel tax revenue increased \$5.5 million or 5.7% due to the passage of State legislation authorizing additional indexing of taxes on motor vehicle fuel and special fuel based on a ten year rolling average of the Producer Price Index (PPI). The inflationary increases have been in effect since January 1, 2010. Public Transportation tax increased \$1.3 million or 2.9% due to increased taxable retail sales for the County.
- The RTC's total program revenues decreased 18.8% or \$7 million in comparison with the prior year. The decrease is mostly due to decreases in capital and operating grant revenues.
- Total expenses were \$185 million, an increase of 6.99% over the prior year primarily due to increases in road construction expenses in the general fund. Governmental activities made up 74.7% of the total expenses, an increase of 1.3% over the prior year. Business-type activities made up 25.3% of the total expenses, an increase of 1.3% over the prior year. Operating expenses for public transportation services increased 15.2% for the fiscal year primarily due to the increase in purchased transportation services expense.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the RTC's basic financial statements. The RTC's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the RTC's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all of the RTC's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the RTC is improving or deteriorating.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2024

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Government-wide Financial Statements (continued)

The Statement of Activities presents information showing how the RTC's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the RTC that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the RTC include general government activities, street and highway projects, transportation services, and metropolitan planning. The business-type activity of the RTC includes public transportation.

The government-wide financial statements can be found on pages 19-20 of this report.

Fund Financial Statements

A fund is a grouping of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. The RTC, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the RTC can be divided into two categories: governmental funds and a proprietary fund.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the RTC's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The RTC maintains five individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Debt Service Fund, the Regional Road Impact Fee Fund, and the Paratransit Services Fund, all of which are considered to be major funds and for the Metropolitan Planning Organization Fund which is considered to be a nonmajor fund.

Additional data for all of the governmental funds is provided in the supplementary information section of this report.

The RTC adopts an annual appropriated budget for all funds. Budgetary comparison statements and schedules have been provided to demonstrate compliance with these budgets.

Proprietary Fund

The RTC maintains one proprietary fund. This proprietary fund, an enterprise fund, is used to report the same functions presented as business-type activities in the government-wide financial statements. The RTC uses this fund to account for public transportation.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 34-64 of this report.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2024

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Other Information

Required supplementary information concerning the RTC's progress in funding its obligation to provide pension benefits and OPEB to its employees and retirees can be found on pages 66-68.

Other supplementary information, including individual fund statements and schedules providing budget to actual comparisons and schedules of capital assets used in the operations of governmental funds, are presented after the basic financial statements.

The Statistical Section provides detailed multi-year information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the RTC's overall financial health.

GOVERNMENT-WIDE OVERALL FINANCIAL ANALYSIS

RTC'S NET POSITION

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Assets:						
Current and other assets	\$ 201,633,753	\$ 205,117,323	\$ 66,085,103	\$ 65,894,804	\$ 267,718,856	\$ 271,012,127
Capital assets	8,499,795	8,198,461	96,896,657	102,896,230	105,396,452	111,094,691
Total assets	210,133,548	213,315,784	162,981,760	168,791,034	373,115,308	382,106,818
Deferred Outflows of Resources:						
Deferred outflows related to pension	3,084,704	3,578,468	1,227,155	1,615,244	4,311,859	5,193,712
Deferred outflows related to OPEB	3,835,007	5,006,496	1,525,640	2,259,827	5,360,647	7,266,323
Deferred outflows related to debt refunding	2,294,163	2,429,112	-	-	2,294,163	2,429,112
Total deferred outflows of resources	9,213,874	11,014,076	2,752,795	3,875,071	11,966,669	14,889,147
Liabilities:						
Noncurrent liabilities	337,510,167	347,475,352	9,925,888	10,520,848	347,436,055	357,996,200
Other liabilities	35,347,755	33,915,890	7,280,051	6,266,151	42,627,806	40,182,041
Total liabilities	372,857,922	381,391,242	17,205,939	16,786,999	390,063,861	398,178,241
Deferred Inflows of Resources:						
Deferred inflows related to pension	826,035	374,341	328,613	168,970	1,154,648	543,311
Deferred inflows related to OPEB	4,726,449	5,521,164	1,880,273	2,492,136	6,606,722	8,013,300
Deferred inflows related to debt refunding	2,462,416	2,594,893	-	-	2,462,416	2,594,893
Total deferred inflows of resources	8,014,900	8,490,398	2,208,886	2,661,106	10,223,786	11,151,504
Net position:						
Net investment in capital assets	8,499,795	8,198,461	96,833,753	102,847,391	105,333,548	111,045,852
Restricted	166,995,479	171,271,723	-	-	166,995,479	171,271,723
Unrestricted	(337,020,674)	(345,021,964)	49,485,977	50,370,609	(287,534,697)	(294,651,355)
Total net position	\$ (161,525,400)	\$ (165,551,780)	\$ 146,319,730	\$ 153,218,000	\$ (15,205,670)	\$ (12,333,780)

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2024

GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

Net Position

The Statement of Net Position presents information on all of the RTC's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference reported as net position. As noted earlier, net position may serve over time as a useful indicator of the RTC's financial position. In the case of the RTC, total liabilities and deferred inflows of resources exceeded total assets and deferred outflows of resources by \$15,205,670 at the close of the current fiscal year. RTC's negative net position results from revenue bond financing of infrastructure assets that are not included in RTC's capital assets (Note O).

A significant portion of RTC's net position represents resources that are subject to external restrictions (e.g. statutes, bond covenants, and grants) on how they may be used. Restricted net position decreased \$4,276,244 from the prior year due to decreased cash from revenues restricted for street and highway construction.

Unrestricted net position may be used to meet the government's ongoing obligations to its citizens and creditors. RTC's negative unrestricted net position decreased \$7,116,658 from the prior year due to increases in cash balances.

Another significant portion of RTC's total net position is its net investment in capital assets, (e.g. land, buildings, machinery, and equipment) less any related outstanding debt used to acquire those assets. RTC's net investment in capital assets decreased by a net amount \$5,712,304 over the prior year due to the addition of replacement buses and vans along with building improvement less depreciation expense.

The RTC did not use debt to acquire capital assets in this fiscal year. The RTC uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. If the RTC uses debt to purchase capital assets in future fiscal years, it should be noted that the resources needed to repay any long-term obligations must be provided from other sources, since the capital assets themselves cannot be used to liquidate these types of liabilities.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2024

RTC's CHANGES IN NET POSITION

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Revenues:						
Program revenues						
Charges for services	\$ 8,595,736	\$ 11,416,422	\$ 3,940,938	\$ 3,693,105	\$ 12,536,674	\$ 15,109,527
Operating grants and contributions	9,523,145	4,650,592	1,429,675	6,880,020	10,952,820	11,530,612
Capital grants and contributions	1,452,273	2,004,468	3,408,955	6,278,805	4,861,228	8,283,273
Total program revenues	19,571,154	18,071,482	8,779,568	16,851,930	28,350,722	34,923,412
General revenues:						
Motor vehicle fuel taxes	102,211,146	96,662,346	-	-	102,211,146	96,662,346
Public transportation taxes	15,527,134	13,312,146	29,635,667	30,560,732	45,162,801	43,872,878
Investment earnings (loss)	4,216,326	2,906,110	1,688,725	966,554	5,905,051	3,872,664
Gain on sale of assets	120,000	2,876,044	-	-	120,000	2,876,044
Other miscellaneous	218,666	163,670	50,335	96,016	269,001	259,686
Total general revenues	122,293,272	115,920,316	31,374,727	31,623,302	153,667,999	147,543,618
Total revenues	141,864,426	133,991,798	40,154,295	48,475,232	182,018,721	182,467,030
Expenses:						
Street and highway	90,805,369	87,687,011	-	-	90,805,369	87,687,011
Transportation services	12,463,931	10,820,666	-	-	12,463,931	10,820,666
Regional road impact fees	18,390,803	12,554,698	-	-	18,390,803	12,554,698
Metropolitan planning	3,460,514	2,452,595	-	-	3,460,514	2,452,595
Public transportation	-	-	46,812,565	45,937,112	46,812,565	45,937,112
Debt service	12,957,429	13,361,055	-	-	12,957,429	13,361,055
Total expenses	138,078,046	126,876,025	46,812,565	45,937,112	184,890,611	172,813,137
Change in net position before transfers	3,786,380	7,115,773	(6,658,270)	2,538,120	(2,871,890)	9,653,893
Transfers	240,000	240,000	(240,000)	(240,000)	-	-
Change in net position	4,026,380	7,355,773	(6,898,270)	2,298,120	(2,871,890)	9,653,893
Net position - July 1	(165,551,780)	(172,907,553)	153,218,000	150,919,880	(12,333,780)	(21,987,673)
Net position - June 30	\$ (161,525,400)	\$ (165,551,780)	\$ 146,319,730	\$ 153,218,000	\$ (15,205,670)	\$ (12,333,780)

Change in Net Position

The RTC's overall net position decreased \$2,871,890 from the prior year due to decreases in charges for services revenues. Program revenues are directly related to service activities of a function. Total program revenues decreased from the prior year due to operating and capital grants and contributions decrease due to timing of grant reimbursements for capital bus purchases. Total general revenues increased \$6,124,381 or 4.2% from the prior year mostly due to an increase in investment earnings, 2.9% increase in public transportation taxes, and a 5.7% increase in motor vehicle fuel taxes. Total general revenue increases were offset by decreases in gain on sales of assets. General revenues represent 84% of total revenues. Total expenses increased by \$12,077,474 or 7% from the prior year mostly from increases in regional road impact fees expenses.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT’S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2024

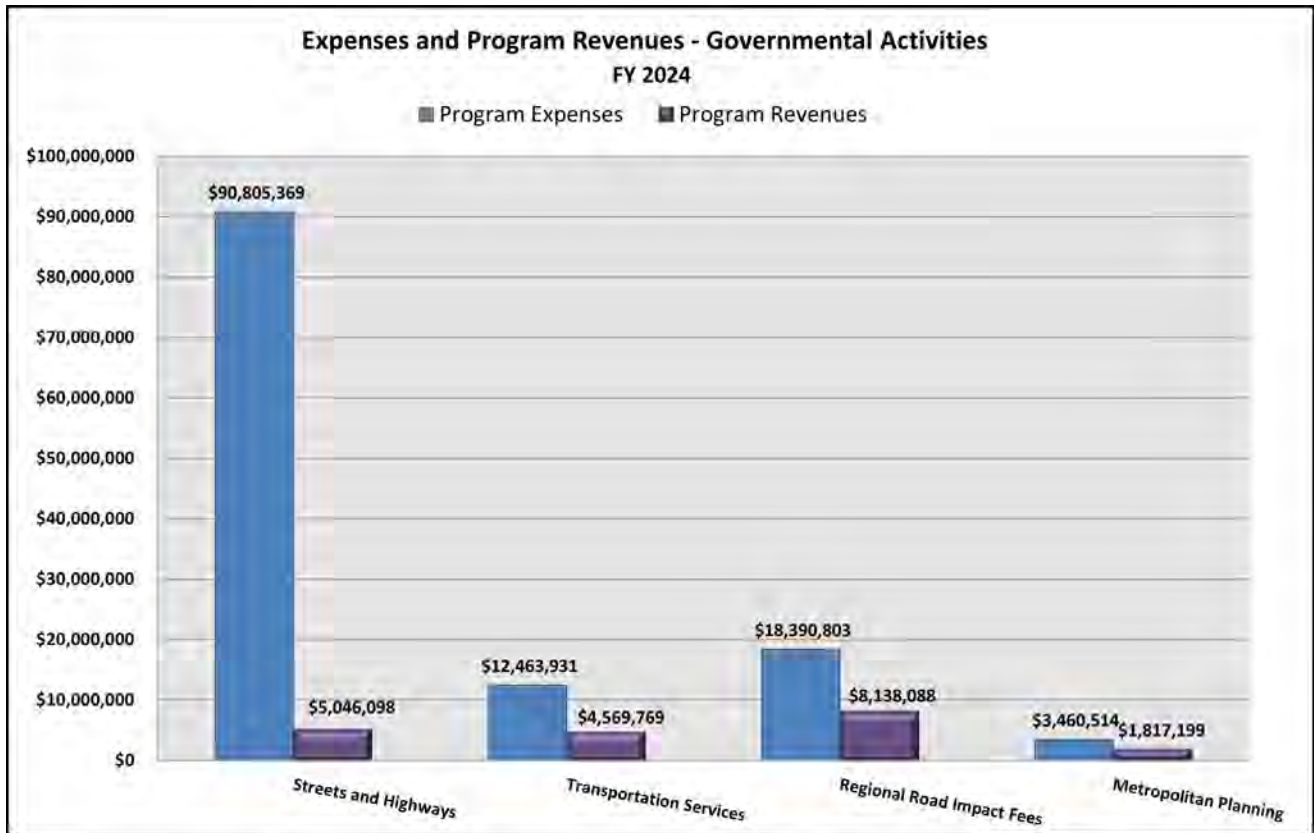
GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

Governmental Activities

Governmental activities include programs for street and highway, transportation services, and metropolitan planning. Governmental activities increased the RTC’s net position by \$4,026,380. The key elements of this increase are:

- Motor vehicle fuel tax revenue increased from the prior year by \$5,548,800 or 5.7%;
- Public transportation tax revenue increased from the prior year by \$2,214,988 or 16.6%;
- Investment Earnings increased from the prior year by \$1,310,216 or 45.1%; and
- Street and highway expenses increased from prior year by \$3,118,358 or 3.6% due to the timing of planned road construction projects.

The following chart depicts the expenses and program revenues for governmental activities:



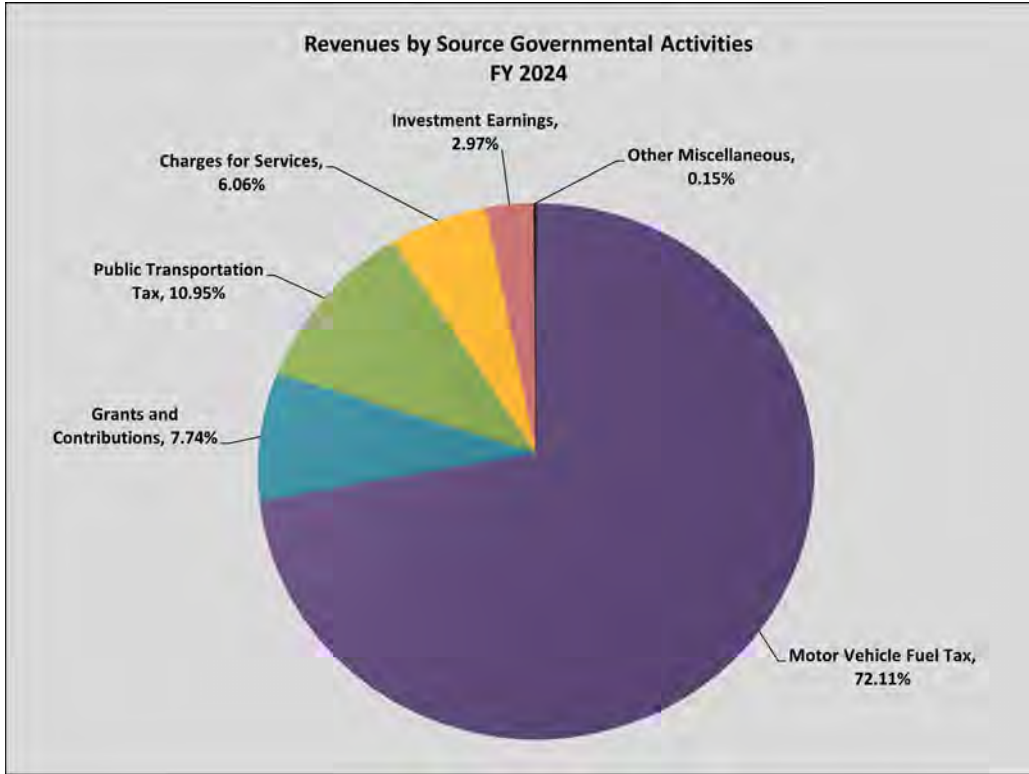
Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

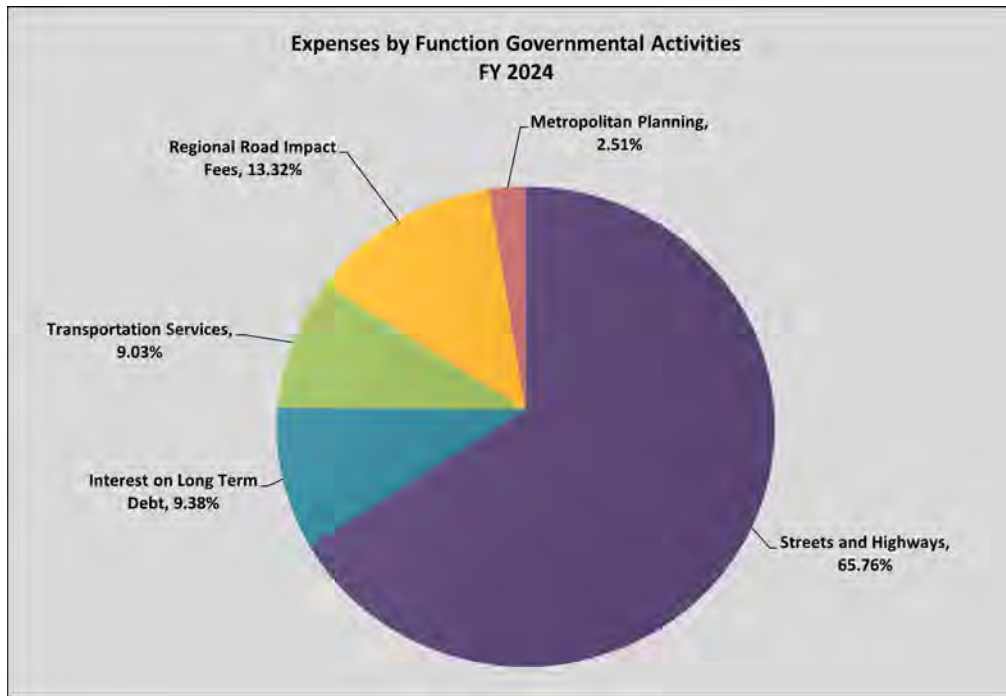
June 30, 2024

GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

The following chart depicts the governmental activities revenues by source for the current fiscal year:



The following chart depicts the governmental activities expenses by function for the current fiscal year:



**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2024

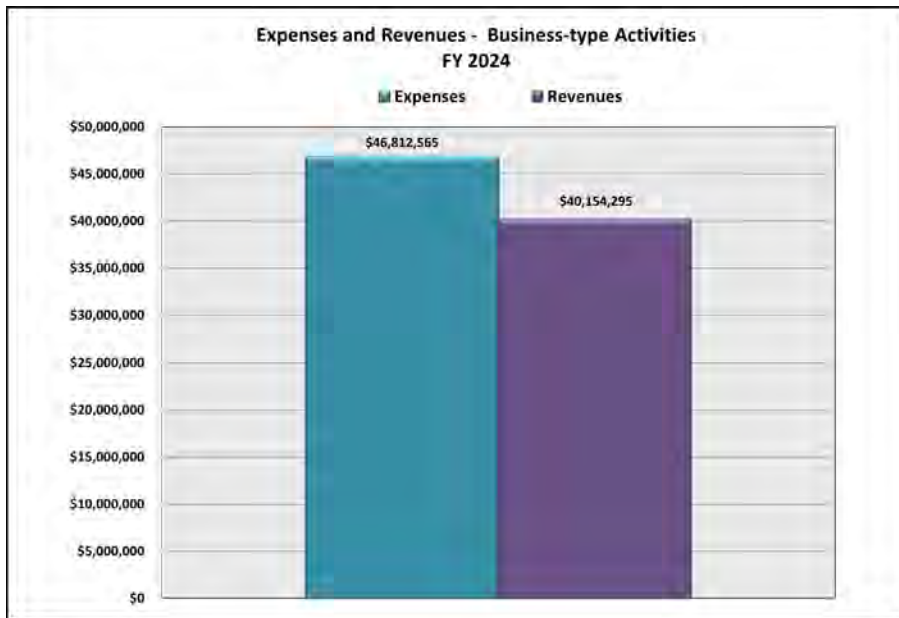
GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

Business-type Activities

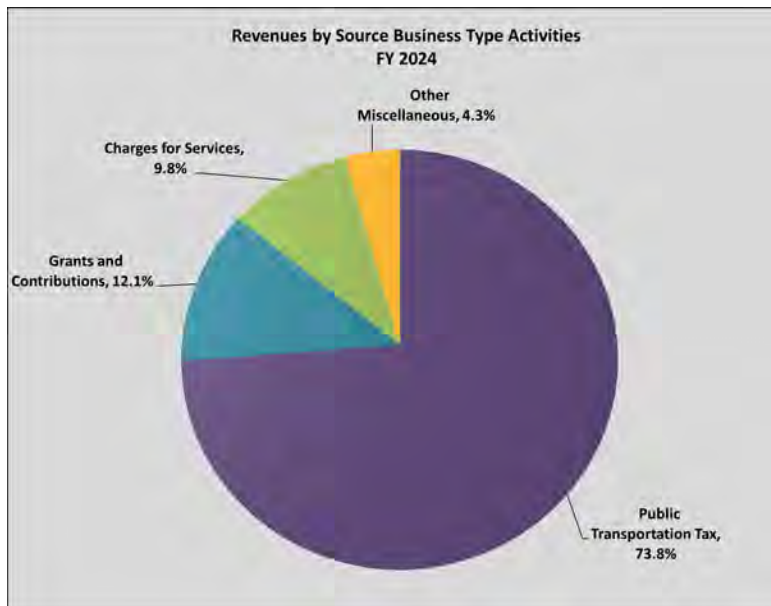
Under this section there is only one program, Public Transportation. Business-type activities decreased the RTC's net position by \$6,898,270. The key elements of this decrease are:

- Operating grants and contributions decreased by \$5,450,345 or 79.2% due to the exhaustion of available federal funding for operating assistance from FY23 in the current year; and
- Capital grants and contributions decreased by \$2,896,850 or 45.7% due to fewer capital improvement projects completed in FY2024.

The following chart depicts the expenses and revenues for business-type activities:



The following chart depicts the business-type activities revenues for current fiscal year:



**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS

June 30, 2024

FINANCIAL ANALYSIS OF THE RTC'S FUNDS

As noted earlier, the RTC uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the RTC's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the RTC's financing requirements. In particular, unrestricted fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the RTC's governmental funds reported combined ending fund balances of \$172,201,195 an increase of \$4,264,641 in comparison with the prior year primarily due to increases in receivables. Most of RTC's governmental fund balances are externally restricted and limited in their use.

General Fund

The General Fund is the primary operating fund of the RTC. It accounts for all financial resources of the RTC, except for those required to be accounted for in another fund. Regional street and highway expenditures for road projects are accounted for in this fund instead of a separate fund in order to reduce undue complexity in budgeting, accounting and other phases of financial management. At the end of the current fiscal year, the nonspendable fund balance of the general fund was \$419,211 for prepaid expenses and deposits. Restricted fund balance was \$119,567,354 for federal grants match and road construction projects. There is no unassigned fund balance in the General Fund.

The fund balance of the RTC's General Fund increased \$5,028,123 or 4.4% during the current fiscal year mostly due to increases in receivables balance at year end.

Debt Service Fund

The Debt Service Fund is a governmental fund used to account for RTC's debt service requirements. The existing debt in this fund is backed by Motor Vehicle Fuel tax revenues and 1/8th percent of Public Transportation (Sales) tax. The ending fund balance at June 30, 2024, is \$24,764,796 and is restricted for future principal and interest payments on revenue bonds.

Regional Road Impact Fee Fund

The Regional Road Impact Fee Fund is a special revenue fund for road projects funded with impact fees. The fees consist of two components, cash impact fees and impact fee waivers. Waivers are given to developers for the construction of major arterial roads during development. Waivers are booked as a revenue and expenditure with a net zero effect on the financial statements, therefore, they are not included in analysis of fund balance. Ending fund balance at June 30, 2024, is \$20,138,693 of which \$192,975 is nonspendable for prepaid expenses and \$19,945,718 is restricted for road construction projects. The Regional Road Impact Fee fund balance decreased \$9,290,825 or 31.6% for the current fiscal year mostly due to decreases in cash.

Paratransit Services Fund

The Paratransit Services Fund is a special revenue fund, which consists of the paratransit service RTC ACCESS for people with disabilities. The Paratransit Services Fund also records all transactions for the Washoe Senior Ride Program, a taxi subsidy for elderly residents of Washoe County and FlexRIDE a microtransit service. The ending fund balance at June 30, 2024, is \$6,422,124, of which \$22,161 is nonspendable for prepaid expenses and \$1,410,683 is restricted for federal grants match and \$4,989,280 is assigned for future expenditures. Unassigned fund balance is a zero.

The Paratransit Services fund balance increased \$176,536 or 2.8% for the current fiscal year mostly due to increase in cash.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2024

FINANCIAL ANALYSIS OF THE RTC'S FUNDS (CONTINUED)

Paratransit Services Fund (continued)

RTC ACCESS service levels were lower for the current fiscal year and demand for paratransit services decreased due to the after-effects of COVID-19 pandemic and driver labor shortages during the early part of the fiscal year. The operating statistics for RTC ACCESS are:

- RTC ACCESS carried a total of 104,682 passengers in FY 2024 compared with 105,614 in FY 2023; and
- RTC ACCESS operated 56,955 revenue vehicle hours in FY 2024 compared with 59,420 hours in FY 2023; and
- RTC ACCESS traveled 826,158 revenue vehicle miles in FY 2024 compared to 836,100 miles in FY 2023.

Metropolitan Planning Organization Fund

The Metropolitan Planning Organization Fund is a special revenue fund. The RTC serves as the Metropolitan Planning Organization (MPO) for Washoe County. The MPO is funded by transfers of public transportation (sales) tax revenues, fuel tax revenues and federal transportation planning grants. The Metropolitan Planning Organization ending fund balance at June 30, 2024, is \$889,017, of which \$22,935 is nonspendable for prepaid expenses, \$1,341,476 is restricted for federal grants match and negative \$475,394 is unassigned.

The total fund balance decreased \$25,774 or 2.8% for the current fiscal year mostly due to decreases in cash.

Proprietary Fund

The RTC's proprietary fund provides the same type of information found in the government-wide financial statements but this fund's statements provide more detail.

Proprietary Operations

The proprietary fund consists of an enterprise fund for the RTC RIDE transit system. The RTC RIDE transit system has been in operation since September 1978.

RTC RIDE ridership increased 9% over the prior fiscal year due to COVID-19 pandemic restriction no longer in place, and no labor strikes occurred, along with the increase in rides per service hour productivity. The operating statistics for RTC RIDE are:

- RTC RIDE carried a total of 5,311,032 passengers in FY 2024 compared to 4,865,750 passengers in FY 2023; and
- RTC RIDE operated 258,698 revenue service hours in FY 2024 compared to 255,430 revenue service hours in FY 2023; and
- RTC RIDE traveled 2,939,439 revenue miles in FY 2024 compared to 2,767,752 revenue miles in FY 2023.

RTC RIDE currently operates 20 total routes, including two RAPID routes, 17 regular routes, and the regional connector service (Carson Express). The Carson Express operates on weekdays only and other routes operate seven days a week.

Revenues

The revenue sources for the RTC RIDE transit system are a 5/16 percent public transportation tax revenue, passenger revenues, investment income, advertising revenue, and Federal and State capital and operating grants.

In November 1982, voters of Washoe County approved a 1/4 percent sales tax increase for the purpose of public transportation and related support services. This tax is to be used for the operation of the RTC RIDE transit system, transportation planning, paratransit services, and other transportation services. This revenue source cannot be used for the construction of street and highway projects.

Effective July 1, 2003, an additional 1/8 percent sales tax was implemented. This revenue source can be used for public transportation or the construction of street and highway projects as directed by RTC management.

In total Public Transportation tax revenue was \$45,162,801 in FY 2024 compared to \$43,872,878 in FY 2023, an increase of \$1,289,923 or 2.9%.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2024

FINANCIAL ANALYSIS OF THE RTC'S FUNDS (CONTINUED)

RTC RIDE passenger revenues were \$3,402,018 in FY 2024 compared to \$3,097,240 in FY 2023, an increase of \$304,778 or 9.8% due to increases in ridership.

Federal funding amounts, received from the Federal Transit Administration (FTA), are based on nationwide formula allocations included in the Surface Transportation Act and discretionary grants. The RTC has built or renovated three major facilities and currently has a total fleet of 80 coaches. The FTA has participated in most of the transit and paratransit capital acquisitions.

Expenses

RTC RIDE operating expenses, including depreciation, in FY 2024 were \$46,812,565 compared to \$45,707,789 in FY 2023, an increase of \$1,104,776 or 2.4%; due to increase in purchased transportation services expense.

GENERAL FUND BUDGETARY HIGHLIGHTS

Total revenues were under budget by \$6,706,930 primarily due to decrease in federal grants and lower transfer of 1/8th Public Transportation tax used on road construction expenditures. Total expenditures were \$28,667,050 under budget due to the timing of planned road construction projects.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

The RTC's investment in capital assets for its governmental and business-type activities as of June 30, 2024 amounted to \$105,396,452 (net of accumulated depreciation). The RTC's net investment in capital assets for the current fiscal year decreased \$5,698,239 or 5.1% mostly due to decrease in construction in progress.

Capital spending decisions are based upon:

- Needs defined in the Regional Transportation Plan, and
- The availability of FTA funding and local funding

Major capital assets events during the current fiscal year included the following:

- Two new hydrogen-fuel buses \$2,529,939
- Ten replacement FlexRIDE vans \$1,492,575
- RTC facility improvements \$473,175
- Buses air-system upgrade \$310,730.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2024

CAPITAL ASSET AND DEBT ADMINISTRATION (CONTINUED)

Capital Assets (continued)

RTC's CAPITAL ASSETS (Net of Depreciation) (Expressed in Thousands)						
	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Land	\$ 1,577	\$ 1,807	\$ 16,682	\$ 16,682	\$ 18,259	\$ 18,489
Water Rights	1,300	1,300	-	-	1,300	1,300
Construction in progress	249	190	8,216	10,462	8,465	10,652
Total capital assets not being depreciated	3,126	3,297	24,898	27,144	28,024	30,441
Coaches/vehicles	9,947	8,703	60,177	57,335	70,124	66,038
Buildings and leasehold improvements	7,116	7,116	68,604	68,577	75,720	75,693
Miscellaneous equipment	2,402	2,598	8,564	8,880	10,966	11,478
Computer equipment	-	-	2,115	2,028	2,115	2,028
Office furniture	-	-	7	7	7	7
Passenger shelters	-	-	14,347	12,588	14,347	12,588
Communications equipment	-	-	2,093	2,040	2,093	2,040
Revenue collection equipment	-	-	2,098	1,965	2,098	1,965
Accumulated depreciation	19,465	18,417	158,005	153,420	177,470	171,837
Total capital assets being depreciated (net)	(14,092)	(13,516)	(86,007)	(77,668)	(100,099)	(91,184)
Capital assets (net)	\$ 8,499	\$ 8,198	\$ 96,896	\$ 102,896	\$ 105,395	\$ 111,094

Additional information on the RTC's capital assets can be found in Note E in the Notes to the Financial Statements and the Supplementary Information section.

Long-term Debt

At the end of the fiscal year, RTC had total bonded debt outstanding of \$288,465,000. The proceeds from all bond issues are used for financing the construction of street and highway projects. RTC's current fiscal year outstanding debt decreased \$8.3 million as a result of debt principal payments on debt.

Additional information of the RTC's long-term debt including a roll-forward of debt, debt issues outstanding and future debt service requirements can be found in Notes I and J in the Notes to the Financial Statements.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2024

ECONOMIC FACTORS

- Nevada continues to experience economic growth after rebounding strongly from the effects of COVID-19.
- Nevada's overall unemployment rate as of June 2024 was 5.2%, down .5% compared to June 2023, and is 1.1% higher than the national average of 4.1%. While unemployment rates remain low, Nevada showed the highest unemployment rate in the nation based on national data released for the period ending June 2024.
- Washoe County's unemployment rate is lower than the statewide average at 5% for June 2024, but is up .5% compared to June 2023.
- Nevada has the highest over-the-year employment growth rate ranking in the U.S at 4.1 percent., with the largest employment gains in the leisure and hospitality industry, and construction. Both sectors now exceed peak employment levels prior to the COVID-19 pandemic. Government, trade, transportation, and utilities, and education and health services also experienced strong job growth. As of June 2024, Nevada added 59,500 jobs.
- Washoe County experienced overall increase of .2% or 600 jobs with the largest employment increases matching those at the statewide level.
- Consumer Price Index (CPI) was 2.8% for the western region for June 2024 down .7% in comparison to June 2023.
- Nevada's statewide taxable sales showed an increase of 4% for FY 2024. Washoe County taxable sales showed a modest decrease, decreasing at 2.2% for FY 2024.
- Median home sale prices in Washoe County grew significantly as June of 2024 as compared to June of 2023. Median home price increased from 563,805 to 585,000 over the prior year.
- Washoe County fuel consumption was down 6.15% for FY 2024 and Nevada's statewide fuel consumption was up 2.45% for FY 2024. The fiscal year fuel consumption decreases are attributed to increased fuel prices, fuel efficiency increases, electric vehicle adoption, and inflationary pressures on other consumer goods.

All of these factors were considered in preparing the RTC's budget for fiscal year 2025.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the RTC's finances for all those with an interest in the RTC's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Chief Financial Officer, Regional Transportation Commission, 1105 Terminal Way, Reno, NV 89502.



BASIC FINANCIAL STATEMENTS

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

STATEMENT OF NET POSITION

June 30, 2024

	Primary Government		
	Governmental Activities	Business-type Activities	Total
Assets			
Cash and investments in custody of County Treasurer	\$ 113,151,473	\$ 47,552,777	\$ 160,704,250
Cash in bank and on hand	32,191,077	7,207,649	39,398,726
Restricted cash and investments	24,689,135	-	24,689,135
Accounts receivable	345,018	109,984	455,002
Due from federal government	7,293,244	414,173	7,707,417
Due from State of Nevada	18,589,740	7,785,487	26,375,227
Interest receivable	1,286,099	127,724	1,413,823
Impact fees receivable	1,259,896	-	1,259,896
Internal balances	(480,532)	480,532	-
Inventory	-	103,452	103,452
Prepaid expenses, deposits and other assets	657,282	575,511	1,232,793
Assets held for resale	2,651,321	1,727,814	4,379,135
Capital Assets:			
Land and construction in progress	1,826,760	24,898,638	26,725,398
Water Rights	1,300,000	-	1,300,000
Property, buildings and equipment, net of accumulated depreciation	5,373,035	71,998,019	77,371,054
Total assets	<u>210,133,548</u>	<u>162,981,760</u>	<u>373,115,308</u>
Deferred Outflows of Resources			
Deferred outflows related to pension	3,084,704	1,227,155	4,311,859
Deferred outflows related to OPEB	3,835,007	1,525,640	5,360,647
Deferred outflows related to debt refunding	2,294,163	-	2,294,163
Total deferred outflows of resources	<u>9,213,874</u>	<u>2,752,795</u>	<u>11,966,669</u>
Liabilities			
Accounts payable	20,115,344	4,190,017	24,305,361
Retentions payable	3,521,090	62,904	3,583,994
Accrued liabilities	307,653	2,511,955	2,819,608
Unearned revenue	4,556,189	515,175	5,071,364
Interest payable	6,847,479	-	6,847,479
Noncurrent liabilities:			
Due within one year	10,915,761	176,662	11,092,423
Due in more than one year	305,622,287	-	305,622,287
Net pension liability	9,960,055	3,962,302	13,922,357
Total OPEB liability	11,012,064	5,786,924	16,798,988
Total liabilities	<u>372,857,922</u>	<u>17,205,939</u>	<u>390,063,861</u>
Deferred Inflows of Resources			
Deferred inflows related to pension	826,035	328,613	1,154,648
Deferred inflows related to OPEB	4,726,449	1,880,273	6,606,722
Deferred inflows related to debt refunding	2,462,416	-	2,462,416
Total deferred inflows of resources	<u>8,014,900</u>	<u>2,208,886</u>	<u>10,223,786</u>
Net Position			
Net investment in capital assets	8,499,795	96,833,753	105,333,548
Restricted for:			
Street and highway construction	134,407,856	-	134,407,856
Federal grants match	7,857,375	-	7,857,375
Debt service	24,730,248	-	24,730,248
Total restricted net position	166,995,479	-	166,995,479
Unrestricted	(337,020,674)	49,485,977	(287,534,697)
Total net position	<u>\$ (161,525,400)</u>	<u>\$ 146,319,730</u>	<u>\$ (15,205,670)</u>

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

STATEMENT OF ACTIVITIES

Year ended June 30, 2024

**Net (Expense) Revenue and
Changes in Net Position**

FUNCTIONS/PROGRAMS	Program Revenues				Net (Expense) Revenue and Changes in Net Position		Total
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	
Primary government							
Governmental activities:							
Street and highway	\$ 90,805,369	\$ 233,967	\$ 4,812,131	\$ -	\$ (85,759,271)	\$ -	\$ (85,759,271)
Transportation services	12,463,931	223,681	2,893,815	1,452,273	(7,894,162)	-	(7,894,162)
Regional road impact fees	18,390,803	8,138,088	-	-	(10,252,715)	-	(10,252,715)
Metropolitan planning	3,460,514	-	1,817,199	-	(1,643,315)	-	(1,643,315)
Interest on long-term debt	12,957,429	-	-	-	(12,957,429)	-	(12,957,429)
Total governmental activities	138,078,046	8,595,736	9,523,145	1,452,273	(118,506,892)	-	(118,506,892)
Business-type activities:							
Public Transportation	46,812,565	3,940,938	1,429,675	3,408,955	-	(38,032,997)	(38,032,997)
Total primary government	<u>\$ 184,890,611</u>	<u>\$ 12,536,674</u>	<u>\$ 10,952,820</u>	<u>\$ 4,861,228</u>	<u>(118,506,892)</u>	<u>(38,032,997)</u>	<u>(156,539,889)</u>
General revenues:							
Motor vehicle fuel tax					102,211,146	-	102,211,146
Public transportation tax					15,527,134	29,635,667	45,162,801
Investment earnings					4,216,326	1,688,725	5,905,051
Gain on sale of capital assets					120,000	-	120,000
Miscellaneous					218,666	50,335	269,001
Transfers					240,000	(240,000)	-
Total general revenues and transfers					<u>122,533,272</u>	<u>31,134,727</u>	<u>153,667,999</u>
Change in net position					<u>4,026,380</u>	<u>(6,898,270)</u>	<u>(2,871,890)</u>
Net position - beginning of year					<u>(165,551,780)</u>	<u>153,218,000</u>	<u>(12,333,780)</u>
Net position - ending					<u>\$ (161,525,400)</u>	<u>\$ 146,319,730</u>	<u>\$ (15,205,670)</u>

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**BALANCE SHEET
GOVERNMENTAL FUNDS**

June 30, 2024

	Major Funds	
	General Fund	Debt Service Fund
Assets		
Cash and investments in custody of County Treasurer	\$ 97,835,770	\$ 11,561
Cash in bank and on hand	19,387,623	22,987
Restricted cash and investments	-	24,689,135
Accounts receivable	339,027	-
Due from federal government	4,849,955	-
Due from other government	17,754,885	-
Interest receivable	264,825	43,050
Impact fees receivable	-	-
Prepays and other assets	419,211	-
Due from other funds	3,538,218	-
Assets held for resale	2,651,321	-
Total assets	\$ 147,040,835	\$ 24,766,733
Liabilities		
Accounts payable	\$ 15,913,630	\$ 1,937
Retentions payable	3,385,910	-
Accrued liabilities	278,326	-
Due to other funds	2,911,965	-
Unearned revenue	4,556,189	-
Total liabilities	27,046,020	1,937
Deferred Inflows of Resources		
Unavailable revenue - other reimbursements	8,250	-
Total deferred inflows of resources	8,250	-
Fund balances		
Nonspendable:		
Prepays	419,211	-
Restricted for:		
Federal grants match	5,105,216	-
Street and highway construction	114,462,138	-
Debt service	-	24,730,248
Assigned:		
Subsequent year's actual & budget: appropriation of fund balance	-	34,548
Unassigned	-	-
Total fund balances	119,986,565	24,764,796
Total liabilities, deferred inflows of resources and fund balances	\$ 147,040,835	\$ 24,766,733

The accompanying notes are an integral part of this statement.

Major Funds		Nonmajor Fund	
Regional Road Impact Fee Fund	Paratransit Services Fund	Metropolitan Planning Organization Fund	Total Governmental Funds
\$ 11,599,413	\$ 3,515,862	\$ 188,867	\$ 113,151,473
9,921,736	2,688,368	170,363	32,191,077
-	-	-	24,689,135
-	5,991	-	345,018
-	1,182,012	1,261,277	7,293,244
-	834,855	-	18,589,740
41,272	12,076	844	362,067
1,259,896	-	-	1,259,896
192,975	22,161	22,935	657,282
-	-	-	3,538,218
-	-	-	2,651,321
<u>\$ 23,015,292</u>	<u>\$ 8,261,325</u>	<u>\$ 1,644,286</u>	<u>\$ 204,728,471</u>
\$ 2,736,485	\$ 1,237,938	\$ 225,354	\$ 20,115,344
135,180	-	-	3,521,090
-	29,327	-	307,653
4,934	571,936	529,915	4,018,750
-	-	-	4,556,189
<u>2,876,599</u>	<u>1,839,201</u>	<u>755,269</u>	<u>32,519,026</u>
-	-	-	8,250
-	-	-	8,250
192,975	22,161	22,935	657,282
-	1,410,683	1,341,476	7,857,375
19,945,718	-	-	134,407,856
-	-	-	24,730,248
-	4,989,280	-	5,023,828
-	-	(475,394)	(475,394)
<u>20,138,693</u>	<u>6,422,124</u>	<u>889,017</u>	<u>172,201,195</u>
<u>\$ 23,015,292</u>	<u>\$ 8,261,325</u>	<u>\$ 1,644,286</u>	<u>\$ 204,728,471</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION**

June 30, 2024

Total fund balances - Governmental Funds		\$ 172,201,195
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources, and therefore, are not reported in governmental funds.		
Capital assets used in the operation of governmental funds	\$ 22,592,679	
Less accumulated depreciation	<u>(14,092,884)</u>	8,499,795
Other long-term assets are not available to pay for current period expenditures and, therefore, are reported as unavailable revenue in the funds.		
		8,250
Long-term liabilities, including bonds payable and accrued interest, are not due and payable in the current period, and therefore, are not reported in the governmental funds		
Governmental bonds payable	(288,465,000)	
Bond premiums and discounts	(27,041,090)	
Accrued interest payable	(6,847,479)	
Compensated absences	<u>(587,882)</u>	(322,941,451)
Build America Bond credits are not due in the current period and are not reported in the governmental funds		
		924,032
Net pension liabilities are not due and payable in the current period, and therefore, are not reported as liabilities in the governmental funds		
		(9,960,055)
Other postemployment benefits (OPEB) liabilities are not due and payable in the current period, and therefore, are not reported as liabilities in the governmental funds		
		(11,012,064)
Deferred outflows and inflows of resources related to debt refunding are applicable to reporting periods and, therefore, are not reported in the funds		
		(168,253)
Deferred outflows and inflows of resources related to OPEB are applicable to reporting periods and, therefore, are not reported in the funds		
		(891,442)
Deferred outflows and inflows of resources related to pensions are applicable to reporting periods and, therefore, are not reported in the funds		
		2,258,669
Net position of governmental activities		<u>\$ (161,081,324)</u>

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS**

Year ended June 30, 2024

	Major Funds	
	General Fund	Debt Service Fund
Revenues		
Motor vehicle fuel tax	\$ 102,211,146	\$ -
Public transportation tax	7,527,134	-
Impact fees	-	-
Passenger fares	-	-
Project reimbursements	251,167	-
Transportation planning, operating and capital grants, and contributions:		
State of Nevada Department of Health and Human Services	-	-
Federal Transit Administration	-	-
Federal Highway Administration	6,410,581	-
Investment income	2,961,081	508,051
Miscellaneous	86,702	-
Total revenues	<u>119,447,811</u>	<u>508,051</u>
Expenditures		
Current:		
Street and highway	89,602,651	-
Transportation services	-	-
Metropolitan planning	-	-
Capital outlay:		
Equipment	-	-
Debt service:		
Principal	-	8,300,000
Interest	-	15,740,111
Debt service fees and other fiscal charges	-	27,678
Total expenditures	<u>89,602,651</u>	<u>24,067,789</u>
Excess (deficiency) of revenues over (under) expenditures	<u>29,845,160</u>	<u>(23,559,738)</u>
Other financing sources (uses)		
Sale of capital assets	350,000	-
Transfers in	-	23,407,037
Transfers out	<u>(25,167,037)</u>	-
Total other financing sources (uses)	<u>(24,817,037)</u>	<u>23,407,037</u>
Net change in fund balances	5,028,123	(152,701)
Fund balances - beginning	114,958,442	24,917,497
Fund balances - ending	<u>\$ 119,986,565</u>	<u>\$ 24,764,796</u>

The accompanying notes are an integral part of this statement.

Major Funds		Nonmajor Fund	
Regional Road Impact Fee Fund	Paratransit Services Fund	Metropolitan Planning Organization Fund	Total Governmental Funds
\$ -	\$ -	\$ -	\$ 102,211,146
-	8,000,000	-	15,527,134
8,104,039	-	-	8,104,039
-	223,681	-	223,681
34,049	-	-	285,216
-	1,372,758	-	1,372,758
-	3,273,727	174,595	3,448,322
-	-	1,642,604	8,053,185
561,890	167,765	17,539	4,216,326
-	148,454	-	235,156
<u>8,699,978</u>	<u>13,186,385</u>	<u>1,834,738</u>	<u>143,676,963</u>
18,390,803	-	-	107,993,454
-	11,381,671	-	11,381,671
-	-	3,460,512	3,460,512
-	1,628,178	-	1,628,178
-	-	-	8,300,000
-	-	-	15,740,111
-	-	-	27,678
<u>18,390,803</u>	<u>13,009,849</u>	<u>3,460,512</u>	<u>148,531,604</u>
<u>(9,690,825)</u>	<u>176,536</u>	<u>(1,625,774)</u>	<u>(4,854,641)</u>
-	-	-	350,000
400,000	-	1,600,000	25,407,037
-	-	-	(25,167,037)
<u>400,000</u>	<u>-</u>	<u>1,600,000</u>	<u>590,000</u>
<u>(9,290,825)</u>	<u>176,536</u>	<u>(25,774)</u>	<u>(4,264,641)</u>
<u>29,429,518</u>	<u>6,245,588</u>	<u>914,791</u>	<u>176,465,836</u>
<u>\$ 20,138,693</u>	<u>\$ 6,422,124</u>	<u>\$ 889,017</u>	<u>\$ 172,201,195</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES**

Year ended June 30, 2024

Net change in fund balances - total governmental funds \$ (4,264,641)

Amounts reported for governmental activities in the statement
of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of these assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlay exceeded depreciation expense in the current period.

Capital outlay	\$ 1,628,178	
Current year depreciation expense	<u>(1,096,844)</u>	531,334

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in governmental funds. (2,162,538)

The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of bond premiums, discounts, and similar items when debt is first issued, whereas these amounts are amortized in the statement of activities.

Principal payments	<u>8,300,000</u>	8,300,000
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Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Change in compensated absences	43,956	
Change in accrued interest payable and bond premium	1,673,843	
Change in interest credits due from federal government	<u>1,108,839</u>	2,826,638

Governmental funds report OPEB contributions as expenditures when made. However, in the statement of activities OPEB expense is the cost of benefits earned, adjusted for member contributions, the recognition of changes in deferred outflows and inflows of resources related to OPEB, and investment experience.

	<u>(532,214)</u>	(532,214)
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Governmental funds report pension contributions as expenditures when made. However, in the statement of activities pension expense is the cost of benefits earned, adjusted for member contributions, the recognition of changes in deferred outflows and inflows of resources related to pensions, and investment experience.

Contributions	2,038,512	
Pension expense	<u>(2,710,711)</u>	(672,199)

Change in net position of governmental activities \$ 4,026,380

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
GENERAL FUND**

Year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance to Final Budget
	Original	Final		
Revenues				
Motor vehicle fuel tax	\$ 105,290,980	\$ 105,290,980	\$ 102,211,146	\$ (3,079,834)
Public transportation tax	7,793,461	7,793,461	7,527,134	(266,327)
Project reimbursements	900,000	900,000	251,167	(648,833)
Transportation planning and operating grants:				
Federal Highway Administration	12,120,300	12,120,300	6,410,581	(5,709,719)
Investment income	-	-	2,961,081	2,961,081
Miscellaneous	50,000	50,000	86,702	36,702
Total revenues	<u>126,154,741</u>	<u>126,154,741</u>	<u>119,447,811</u>	<u>(6,706,930)</u>
Expenditures				
Current:				
Street and highway	118,269,701	118,269,701	89,602,651	28,667,050
Total expenditures	<u>118,269,701</u>	<u>118,269,701</u>	<u>89,602,651</u>	<u>28,667,050</u>
Excess (deficiency) of revenues over (under) expenditures	<u>7,885,040</u>	<u>7,885,040</u>	<u>29,845,160</u>	<u>21,960,120</u>
Other financing sources (uses)				
Sale of capital assets	-	-	350,000	350,000
Transfers out	(24,721,323)	(24,721,323)	(25,167,037)	(445,714)
Total other financing sources (uses)	<u>(24,721,323)</u>	<u>(24,721,323)</u>	<u>(24,817,037)</u>	<u>(95,714)</u>
Net change in fund balance	(16,836,283)	(16,836,283)	5,028,123	21,864,406
Fund balance - beginning	<u>122,182,985</u>	<u>122,182,985</u>	<u>114,958,442</u>	<u>(7,224,543)</u>
Fund balance - ending	<u>\$ 105,346,702</u>	<u>\$ 105,346,702</u>	<u>\$ 119,986,565</u>	<u>\$ 14,639,863</u>

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
SPECIAL REVENUE FUND
(Regional Road Impact Fee Fund)**

Year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance to Final Budget
	Original	Final		
Revenues				
Impact fees	\$ 15,350,000	\$ 15,350,000	\$ 8,104,039	\$ (7,245,961)
Project reimbursements	5,000	5,000	34,049	29,049
Investment income	-	-	561,890	561,890
Miscellaneous	1,000	1,000	-	(1,000)
Total revenues	<u>15,356,000</u>	<u>15,356,000</u>	<u>8,699,978</u>	<u>(6,656,022)</u>
Expenditures				
Current:				
Street and highway	26,862,930	26,862,930	18,390,803	8,472,127
Total expenditures	<u>26,862,930</u>	<u>26,862,930</u>	<u>18,390,803</u>	<u>8,472,127</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(11,506,930)</u>	<u>(11,506,930)</u>	<u>(9,690,825)</u>	<u>1,816,105</u>
Other financing sources				
Transfers in	400,000	400,000	400,000	-
Total other financing sources	<u>400,000</u>	<u>400,000</u>	<u>400,000</u>	<u>-</u>
Net change in fund balance	(11,106,930)	(11,106,930)	(9,290,825)	1,816,105
Fund balance - beginning	<u>21,269,424</u>	<u>21,269,424</u>	<u>29,429,518</u>	<u>8,160,094</u>
Fund balance - ending	<u>\$ 10,162,494</u>	<u>\$ 10,162,494</u>	<u>\$ 20,138,693</u>	<u>\$ 9,976,199</u>

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
SPECIAL REVENUE FUND
(Paratransit Services Fund)**

Year ended June 30, 2024

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance to Final Budget</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
Public transportation tax	\$ 6,000,000	\$ 6,000,000	\$ 8,000,000	\$ 2,000,000
Passenger fares	534,536	534,536	223,681	(310,855)
Transportation planning, operating and capital grants, and contributions:				
State of Nevada Department of Health and Human Services	1,325,700	1,325,700	1,372,758	47,058
Federal Transit Administration	8,819,350	8,819,350	3,273,727	(5,545,623)
Investment income	-	-	167,765	167,765
Miscellaneous	83,000	83,000	148,454	65,454
Total revenues	<u>16,762,586</u>	<u>16,762,586</u>	<u>13,186,385</u>	<u>(3,576,201)</u>
Expenditures				
Current:				
Transportation services	14,090,659	14,090,659	11,381,671	2,708,988
Capital outlay:				
Equipment	5,057,500	5,057,500	1,628,178	3,429,322
Total expenditures	<u>19,148,159</u>	<u>19,148,159</u>	<u>13,009,849</u>	<u>6,138,310</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(2,385,573)</u>	<u>(2,385,573)</u>	<u>176,536</u>	<u>2,562,109</u>
Other financing sources				
Sale of capital assets	5,000	5,000	-	(5,000)
Total other financing sources	<u>5,000</u>	<u>5,000</u>	<u>-</u>	<u>(5,000)</u>
Net change in fund balance	(2,380,573)	(2,380,573)	176,536	2,557,109
Fund balance - beginning	4,594,505	4,594,505	6,245,588	1,651,083
Fund balance - ending	<u>\$ 2,213,932</u>	<u>\$ 2,213,932</u>	<u>\$ 6,422,124</u>	<u>\$ 4,208,192</u>

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**STATEMENT OF NET POSITION
PROPRIETARY FUND
ENTERPRISE FUND
(Public Transit Fund)**

**June 30, 2024
with comparative amounts at June 30, 2023**

Assets	2024	2023
Current assets:		
Cash in custody of County Treasurer	\$ 47,552,777	\$ 42,054,085
Cash in bank and on hand	7,207,649	8,567,402
Accounts receivable	109,984	75,326
Assets held for resale	1,727,814	-
Due from federal government	414,173	6,008,766
Due from State of Nevada	7,785,487	7,673,303
Interest receivable	127,724	98,310
Due from other funds	3,024,165	2,999,138
Inventory	103,452	169,583
Prepaid expenses	575,511	557,985
Total current assets	68,628,736	68,203,898
Noncurrent assets:		
Capital assets being depreciated, net	71,998,019	75,751,570
Capital assets not being depreciated	24,898,638	27,144,660
Total assets	165,525,393	171,100,128
Deferred Outflows of Resources		
Deferred outflows related to pension	1,227,155	1,615,244
Deferred outflows related to OPEB	1,525,640	2,259,827
Total deferred outflows of resources	2,752,795	3,875,071
Liabilities		
Current liabilities:		
Accounts payable	4,190,017	3,196,521
Retentions payable	62,904	48,839
Accrued liabilities	2,511,955	2,505,616
Unearned revenue	515,175	515,175
Due to other funds	2,543,633	2,309,094
Other post-employment benefits, due within one year	176,662	-
Total current liabilities	10,000,346	8,575,245
Noncurrent liabilities:		
Other post-employment benefits	5,786,924	5,901,748
Net Pension Liability	3,962,302	4,619,100
Total liabilities	19,749,572	19,096,093
Deferred Inflows of Resources		
Deferred inflows related to pension	328,613	168,970
Deferred inflows related to OPEB	1,880,273	2,492,136
Total deferred inflows of resources	2,208,886	2,661,106
Net Position		
Net investment in capital assets	96,833,753	102,847,391
Unrestricted	49,485,977	50,370,609
Total net position	\$ 146,319,730	\$ 153,218,000

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUND
ENTERPRISE FUND
(Public Transit Fund)**

**Year ended June 30, 2024
With comparative amounts for the year ended June 30, 2023**

	2024	2023
Operating revenues:		
Passenger fares	\$ 3,402,018	\$ 3,097,240
Bus advertising	135,780	193,552
Rental income	403,140	402,313
Miscellaneous	50,335	96,016
Total operating revenues	3,991,273	3,789,121
Operating expenses:		
General administration	37,656,349	36,785,709
Depreciation	9,156,216	8,922,080
Total operating expenses	46,812,565	45,707,789
Operating loss	(42,821,292)	(41,918,668)
Nonoperating revenues:		
Operating subsidies:		
Federal government grants	1,428,706	6,878,993
State grants	969	1,027
Other revenue:		
Public transportation tax	14,581,400	15,936,439
Public transportation taxes pledged	15,054,267	14,624,293
Investment income	1,688,725	966,554
Loss on sale of capital assets	-	(229,323)
Total nonoperating revenues	32,754,067	38,177,983
Gain (loss) before capital contributions and transfers	(10,067,225)	(3,740,685)
Capital contributions:		
Federal grants	3,408,955	6,278,805
Total capital contributions	3,408,955	6,278,805
Transfers:		
Transfers out	(240,000)	(240,000)
Total transfers	(240,000)	(240,000)
Change in net position	(6,898,270)	2,298,120
Net position - beginning of year	153,218,000	150,919,880
Net position - ending	\$ 146,319,730	\$ 153,218,000

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**STATEMENT OF CASH FLOWS
PROPRIETARY FUND
ENTERPRISE FUND
(Public Transit Fund)**

**Year ended June 30, 2024
With comparative amounts for the year ended June 30, 2023**

	2024	2023
Cash flows from operating activities		
Cash received from customers	\$ 3,632,760	\$ 4,055,081
Cash received from other funds	300,324	300,324
Cash payments to suppliers for goods and services	(33,497,594)	(33,615,944)
Cash compensation and employee benefits	(2,792,950)	(3,694,877)
Net cash provided by (used for) operating activities	(32,357,460)	(32,955,416)
Cash flows from noncapital financing activities		
Operating grants	6,305,705	3,382,815
Transfers to other funds	(240,000)	(240,000)
Public transportation tax received	29,528,326	30,745,987
Net cash provided by (used for) noncapital financing activities	35,594,031	33,888,802
Cash flows from capital and related financing activities:		
Acquisition of capital assets	(4,884,461)	(7,656,496)
Capital contributions	4,127,518	5,970,271
Net cash provided by (used for) capital and related financing activities	(756,943)	(1,686,225)
Cash flows from investing activities:		
Investment income	1,659,311	917,304
Net change in cash and cash equivalents	4,138,939	164,465
Cash and cash equivalents - beginning	50,621,487	50,457,022
Cash and cash equivalents - ending	\$ 54,760,426	\$ 50,621,487
Noncash capital and related financing activities		
Amounts due to FTA for sale of capital assets	2,421,526	2,421,526

(continued)

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**STATEMENT OF CASH FLOWS
PROPRIETARY FUND - CONTINUED
ENTERPRISE FUND
(Public Transit Fund)**

**Year ended June 30, 2024
With comparative amounts for the year ended June 30, 2023**

	2024	2023
Reconciliation of operating loss to net cash used in operating activities:		
Operating loss	\$ (42,821,292)	\$ (41,918,668)
Adjustments to reconcile operating loss to net cash used for operating activities:		
Depreciation expense	9,156,216	8,922,080
Decrease (increase) in accounts receivable	(39,501)	45,092
Decrease (increase) in inventory	66,135	71,430
Decrease (increase) in prepaid expenses	(17,526)	104,448
Increase (decrease) in accounts payable	993,496	(138,174)
Increase (decrease) in net pension liability	(109,066)	107,300
Increase (decrease) in net OPEB liability	184,163	267,119
Increase (decrease) in other liabilities	229,915	(416,043)
Total adjustments	10,463,832	8,963,252
Net cash used for operating activities	\$ (32,357,460)	\$ (32,955,416)

The accompanying notes are an integral part of this statement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the Regional Transportation Commission of Reno, Sparks and Washoe County, Nevada (RTC) conform to accounting principles generally accepted in the United States of America (GAAP), as applicable to governments. The Governmental Accounting Standards Board (GASB) is the standard setting body for governmental accounting and financial reporting. The GASB periodically updates its codification of the existing Governmental and Financial Reporting Standards, which along with subsequent GASB pronouncements, constitutes GAAP for governmental units. A summary of RTC's significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

Reporting Entity

The Regional Transportation Commission of Reno, Sparks and Washoe County was created through an Interlocal Cooperative Agreement signed in May 1978 by Washoe County, the City of Reno and the City of Sparks. It became the Regional Transportation Commission (RTC) in July 1979. The agreement was amended in 1985 when these three public entities delegated their powers to the Commission in order to consolidate the administration and operation of public mass transportation in Washoe County. The Commission operates as a governing board with two representatives selected by the Washoe County Board of Commissioners, two representatives selected by the City Council of the City of Reno and one representative selected by the City Council of the City of Sparks.

The RTC's street and highway construction projects in Washoe County are financed from the motor vehicle fuel tax revenue, public transportation tax revenue, and impact fees for the construction of new roads and capacity improvements on roads impacted by new development. These projects are submitted to the RTC for approval and subsequently to Washoe County, City of Reno, and City of Sparks for approval. An Interlocal Cooperative Agreement, signed by the three public entities mentioned is required before monies can be expended on these construction projects. The RTC records the expenditure related to the infrastructure projects in the related fund as street and highway expenditures, and it will become the asset of the applicable public entity (City of Reno, City of Sparks, or Washoe County) upon completion.

The RTC is also responsible for the local public transit system, RTC RIDE. Final authority on the budget of the program rests with the RTC.

The RTC has allocated public transportation tax receipts to the following operations: (1) RTC RIDE a public bus system in Washoe County; the RTC contracts with a private company, Keolis Transit Services, LLC, to operate RTC RIDE; (2) RTC ACCESS a paratransit operation which provides transportation services to the elderly and disabled population in Washoe County; (3) RTC FlexRIDE an on-demand transit service available in selected service areas; the RTC contracts with a private company, MTM Transit, LLC, to operate both RTC ACCESS and RTC FlexRIDE; and (4) Tahoe Area Regional Transit (TART) a transit system operating in part in Incline Village, Nevada; TART is operated by Placer County, California; the RTC reimburses Placer County for operating expenses incurred while providing transit service in Washoe County.

The accompanying financial statements present the government. The RTC does not have any component units.

Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include (1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Government-wide and Fund Financial Statements (continued)

Separate financial statements are provided for governmental funds and the proprietary fund. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund financial statements. Revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met, and allowable expenses are made under the grant provisions.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized when they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Income earned on investments and project reimbursements associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. Motor vehicle fuel tax and public transportation tax revenues are derived tax revenues collected by the State of Nevada and shared with the RTC. The RTC recognizes these revenues in the same period as the State. All other revenue items are considered to be measurable and available only when cash is received by the government.

Generally, expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, other postemployment benefits and claims and judgments, are recorded only when payment is due.

Project appropriations that have been approved, but for which expenditure has not been incurred, are reflected as amounts restricted for project appropriations in the General Fund and Special Revenue Funds. Project appropriations are approved when a cooperative agreement specifying the amount of motor vehicle fuel tax funds, bond proceeds, impact fees or other financing sources to be spent, is executed by all the governing bodies within the jurisdiction of the RTC, or when the project has been added to the program of projects and approved by the RTC Board of Commissioners.

The RTC reports the following major governmental funds:

General Fund – The General Fund is the RTC's primary operating fund. It accounts for all financial resources of the RTC, except for those required to be accounted for in another fund. Regional street and highway expenditures for road projects are accounted for in this fund instead of a separate fund in order to reduce undue complexity in budgeting, accounting and other phases of financial management.

Debt Service Fund – The Debt Service Fund accounts for the resources accumulated and payments made for principal and interest on long-term debt of the governmental funds.

Regional Road Impact Fee Fund (Special Revenue Fund) – Monies recovered from impact fees and resources provided for capacity improvements to the regional road system are accounted for in the Regional Road Impact Fee Fund.

Paratransit Services Fund (Special Revenue Fund) – Allocation of public transportation tax, passenger fares, and federal grants for RTC ACCESS are accounted for in the Paratransit Services Fund.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation (continued)

The RTC reports the following major proprietary fund:

Public Transit Fund (*Enterprise Fund*) – Accounts for the operation of RTC RIDE.

Amounts reported as *program revenues* include (1) charges to customers or applicants for goods, services, or privileges provided, (2) operating grants and contributions, and (3) capital grants and contributions. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

The proprietary fund distinguishes *operating* revenues and expenses from *non-operating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the proprietary fund's principal ongoing operations. The principal operating revenues of the RTC's proprietary fund are charges to customers for services. Operating expenses for the proprietary fund include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the RTC's policy to use restricted resources first, then unrestricted resources as they are needed.

Cash, Cash Equivalents and Temporary Investments

The RTC's cash and cash equivalents are considered to be cash on hand, demand deposits, and temporary investments. A portion of the cash resources of the individual funds are deposited with the Washoe County Treasurer. Those resources are combined with the resources of the County's funds and other local governments within the County to form a pool of cash and investments. In accordance with 355.170 of Nevada Revised Statutes, Washoe County invested in various treasury notes, mutual funds, commercial paper, bonds, and U.S. Government securities. The RTC's net position in these securities is reported at fair value, in accordance with GASB Statement No. 72, Fair Value Measurements and Application.

In addition to the cash and investment pool, certain deposits and investments are held separately by RTC funds and reported accordingly. Investments are reported at fair value and changes in fair value are included in investment income.

Investment income earned as a result of the above pooling arrangement is distributed by the County Treasurer to the appropriate funds as it is received. Interest receivable at June 30 is calculated by the Treasurer's office and accrued in the various funds. The investment income is allocated based on each fund's monthly average cash balance.

For purposes of the statement of cash flows, the RTC considers all highly liquid investments, including pooled investments with original maturities of three months or less to be cash equivalents.

Restricted Assets

Restricted assets consist of cash and investments that are restricted in their use by either bond covenants or other external agreements. RTC's restricted assets consist of remaining bond proceeds for specific road construction projects, unspent grant proceeds and debt service requirements pursuant to bond covenants.

Receivables and Payables

Activities between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds."

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Receivables and Payables (continued)

Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances." The RTC considers trade receivables to be fully collectible; accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they are charged to operations when that determination is made.

Inventories and Prepaid Items

The Proprietary Fund's inventory is comprised of bus fuel and is stated at weighted average cost. Inventories of governmental funds, generally consisting of materials and supplies, are recorded as expenditures when purchased rather than when consumed.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in government-wide, governmental, and proprietary fund financial statements. The RTC uses the consumption method in accounting for prepaids.

Capital Assets

Capital assets, which include property, buildings and equipment, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements.

Capital assets are defined by the RTC as assets with an initial, individual cost of more than \$5,000 or groups of assets with a significant collective cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at the estimated acquisition value at the date of donation.

Infrastructure assets constructed by the street and highway function of the RTC (e.g., roads, bridges, curbs and gutters, streets and sidewalks) are not assets of the RTC, and so have not been capitalized or depreciated. Under the cooperative agreements to build such infrastructure assets, the entities agree that the infrastructure created belongs to the applicable public entity (City of Reno, City of Sparks or Washoe County).

The RTC has intangible assets in the form of water rights. The water rights are acquired through right-of-way land purchases as part of the construction of infrastructure assets. Water rights are separated from land purchases before the land is dedicated to the applicable public entity as part of their completed infrastructure asset. Water rights are not used in the operation of RTC's street and highway function and are recorded as other assets.

Expenditures related to the construction of infrastructure assets are recognized when incurred. Grants, contributions and reimbursements for the construction of infrastructure assets are recognized as operating grants and contributions in the Statement of Activities. Impact fees collected for use in the street and highway function are recognized as general revenues in the Statement of Activities.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

When capital assets are retired, sold, or otherwise disposed of, the asset's carrying amount and related accumulated depreciation are removed from the asset accounts and any gain or loss is recorded in the period of disposal.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Prior to July 1, 2021, interest incurred during the construction phase of capital assets of business-type activities was included as part of the capitalized value of the assets constructed. Effective July 1, 2021, interest is expensed in the period the interest is incurred, rather than capitalized, per GASB Statement No. 89.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capital Assets (continued)

Depreciation of all exhaustible capital assets is charged as an expense against operations. Accumulated depreciation is reported on the Statement of Net Position. For both governmental and business-type activities, property, buildings and equipment are depreciated using the straight-line method over the following estimated useful lives:

Assets	Estimated Service Life (Years)
Buildings and building improvements	15 - 30
Communication equipment	3 - 5
Computer equipment	3 - 5
Leasehold improvements	3 - 20
Miscellaneous fixtures and equipment	4 - 7
Office furniture and equipment	3 - 8
Passenger shelters	3 - 15
Revenue collection and counting equipment	3 - 6
Revenue vehicles (buses)	12
Revenue vehicles (vans)	4 - 7
Support vehicles	4
Safety and security equipment	5 - 6
Tool and shop equipment	3 - 12

Deferred Outflows/Inflows of Resources

In addition to assets, the Statement of Net Position or balance sheet will sometimes report separate sections for deferred outflows of resources. This separate financial statement element represents a consumption of net assets that applies to future periods and so will not be recognized as an outflow of resources (expense/expenditure) until then. The RTC reports an amount related to pensions and other post-employment benefits (OPEB) on the government-wide financial statements.

In addition to liabilities, the Statement of Net Position or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net assets that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time. The RTC has two types of deferred inflows of resources: 1) Amounts which arises only under the modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds balance sheet. The unavailable revenue reported is from three sources, federal grants, state grants, and project reimbursements and 2) Amounts related to pensions and OPEB on the government-wide financial statements. The amounts are deferred and recognized as an inflow of resources in the period that they become available.

RTC also presents deferred outflows/inflows of resources on the statement of net position related to debt refunding in previous years. The gain or loss from refunding is being amortized as an adjustment to interest expense over the original life of the refunded debt.

Compensated Absences

It is the RTC's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. A liability is recognized for compensated absences relating to services already rendered that are not contingent on a specific event and are accrued as employees earn the rights to the benefits. Compensated absences relating to future services or that are contingent on a specified event will be accounted for in the period those services are rendered or those events take place. The obligation for compensated absences is accrued when incurred in the government-wide financial statements.

For governmental type funds, the compensated absences are reported as fund liabilities only to the extent that those liabilities relate to benefits payable to employees upon termination of their employment as of the fiscal year end.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Interfund Activity

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule include interfund lease payments between the RTC's street and highway, transportation services and metropolitan planning functions and the business-type activities, public transportation function. Elimination of these payments would distort the direct costs and program revenues for the various functions concerned.

Long-Term Obligations, Bond Discounts and Issuance Costs

In the government-wide financial statements and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund Statement of Net Position. Bond premiums and discounts are amortized over the life of the bonds using the straight-line method, which is materiality consistent with the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Debt issuance costs are expensed during the current period.

In fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

Pension

For purposes of measuring the net pension liability and pension expense, information about the fiduciary net position of the Public Employees' Retirement System of the State of Nevada (PERS) Base Plan (Base Plan) and additions to/deductions from Base Plan's fiduciary net position have been determined on the same basis as they are reported by the Base Plan. For this purpose, benefits (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Net Position Classifications

In government-wide statements, net position is classified as net position and displayed in three components:

- Net investment in capital assets – consists of capital assets net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes, or other borrowings attributable to the acquisition, construction, or improvement of capital assets.
- Restricted – consists of net position subject to constraints that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.
- Unrestricted – all other amounts that do not meet the definition of "restricted" or "net investment in capital assets."

Fund Balance

In the fund financial statements, governmental funds report the difference between assets and liabilities as fund balance. The following are the classification policies and procedures used for reporting fund balance:

- *Nonspendable* fund balance includes amounts that are not in a spendable form or are required to be legally or contractually maintained intact.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Balance (continued)

- *Restricted* fund balance includes amounts that can only be spent for the specific purposes where restrictions are externally imposed by creditors, grantors, contributors, constitutional provisions, regulations of other governments, or enabling legislation. Effectively, restrictions may only be changed or lifted with the consent of the external party. The RTC has restricted fund balances in the form of monies restricted by the State for special studies, federal grants and enabling legislation.
- *Committed* fund balance includes amounts that can only be used for the specific purposes determined by a formal action of the government's highest level of decision making authority. Commitments may only be changed or lifted by the government taking the same formal action that imposed the original constraint. The RTC's Board of Commissioners is the highest level of decision making authority and any fund balance commitments established, modified, or rescinded would require a majority vote of the RTC's Board of Commissioners.
- *Assigned* fund balance comprises amounts intended to be used by the government for specific purposes. Intent can be expressed by the governing body, an official or body to which the governing body delegates the authority. The RTC Board of Commissioners delegates to the Executive Director or his or her designee the authority to assign amounts to be used for specific purposes. Such assignments cannot exceed the available (spendable, unrestricted, uncommitted) fund balance in any particular fund.
- *Unassigned* fund balance is the residual classification for the General Fund and includes all amounts not contained in the other classifications. For other governmental funds, the unassigned classification is used only to report a deficit balance resulting from specific purposes for which amounts had been restricted or committed.

The RTC will consider restricted fund balance to be spent first for an expenditure for which multiple fund balance classifications are available. Committed fund balance will be spent first, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for the purposes for which any unrestricted fund balance classification could be used.

Fund Balance Reserve Policy

The RTC Board of Commissioners has adopted a fund balance reserve policy for budget preparation. Fund balance reserves are set aside as contingencies for revenue shortfalls or unanticipated expenditures. Fund balance reserves can also be used to finance cash flow and to fund self-insurance and capital replacement programs. A fund balance reserve policy establishes the type of reserves an organization will have, as well as the size and use of those reserves.

The goal of this fund balance reserve policy is to:

- Provide an overall, long-range approach to financial management.
- Ensure that the RTC is able to meet its financial obligations as they arise.
- Improve fiscal stability and protect the RTC during a financial emergency.

A. Public Transportation Program Policy Statement

RTC will maintain an Operating Reserve, a Self-Insurance Reserve, and a Capital Reserve. The sum of all fund balance reserves for the Public Transportation Program will be budgeted and maintained at a minimum amount equal to two months of total program operating expenditures as of June 30 of each fiscal year budget, and a maximum amount equal to three months of total program operating expenditures.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Balance Reserve Policy (continued)

1. Operating Reserve

RTC will maintain an operating fund balance reserve in an amount equal to a minimum of five (5%) percent of the annual operating expenditures.

The Director of Finance shall ensure that the operating fund balance reserve is maintained at a sufficient level to:

- a. Offset unanticipated downturns in revenues;
- b. Provide sufficient working capital;
- c. Provide a sufficient cash balance to finance cash flow requirements; and
- d. Meet emergency expenditure requirements.

2. Self - Insurance Reserve

The Director of Finance will ensure that RTC maintains self-insurance fund balance reserves in an amount necessary to adequately protect the RTC from self-insurance risks.

Two self-insurance fund balance reserve funds will be maintained:

- a. Reserves for incurred and reported claims that have been identified and accounted for by the RTC claims adjuster will be included in the settlements line item of the budget as an expenditure accrual.
- b. Reserves for catastrophic claims will be established in the amount of two times the current year self-insured retention.

3. Capital Reserve

RTC will establish a capital fund balance reserve fund for federal grant match purposes as of June 30 of each fiscal year budget in order to replace or add to capital vehicles, equipment and facilities. The amount of the capital fund balance reserve will be equal to or greater than the estimated local match for federal grant funded projects as established in RTC capital plans.

B. Street and Highway Program Policy Statement

The minimum fund balance for the Street and Highway Program shall consist of two components:

1. Operating fund balance reserves will be maintained at a minimum of five (5) percent of annual street and highway program operating expenditures.
2. The potential projects that have not been planned or programmed in an amount equal to a minimum of \$1,000,000.

C. Metropolitan Planning Organization Program Policy Statement

RTC will establish a federal grant match fund balance reserve as of June 30 of each fiscal year budget in order to meet the minimum required local match percentage for apportioned federal planning grants.

The development of the minimum fund balance reserve policy should ensure financial planning and stability for the future.

Comparative Data

The financial statements include certain prior-year summarized comparative information in total but not at the level of detail required for a presentation in conformity with generally accepted accounting principles. The comparative data has been presented only for the Enterprise Fund in the basic financial statements in order to provide an understanding of the changes in the financial position and operations of this fund. Accordingly, such information should be read in conjunction with the RTC's financial statements for the year ended June 30, 2023, from which the summarized information was derived.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

New Accounting Pronouncements

The Governmental Accounting Standards Board has issued GASB Statement No. 99, *Omnibus 2022*. The requirements related to financial guarantees and the classification and reporting of derivative instruments within the scope of Statement 53 are effective for fiscal years beginning after June 15, 2023. This pronouncement was applicable; however, had no material impact on the financial statements as of June 30, 2024.

The Governmental Accounting Standards Board has issued GASB Statement No. 100, *Accounting Changes and Error Corrections, an amendment of GASB Statement No. 62*, effective for fiscal years beginning after June 15, 2023. This pronouncement was applicable; however, had no material impact on the financial statements as of June 30, 2024.

The Governmental Accounting Standards Board has issued GASB Statement No. 101, *Compensated Absences*, effective for fiscal years beginning after December 15, 2023. This pronouncement will be implemented in fiscal year ending June 30, 2025.

The Governmental Accounting Standards Board has issued GASB Statement No. 102, *Certain Risk Disclosures*, effective for fiscal years beginning after June 15, 2024. This pronouncement will be implemented in fiscal year ending June 30, 2025.

The Governmental Accounting Standards Board has issued GASB Statement No. 103, *Financial Reporting Model Improvements*, effective for fiscal years beginning after June 15, 2025. This pronouncement will be implemented in fiscal year ending June 30, 2026.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE B – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Budgetary Information

For the year ended June 30, 2024, the RTC established its budget within the legally mandated timeframe.

- a. On or before April 15, the Finance Department submits to the Nevada Department of Taxation a tentative budget for the fiscal year commencing July 1, 2023.
- b. On May 19, 2023, the Executive Director submitted to the RTC's Board of Commissioners a proposed operating budget for the fiscal year commencing July 1, 2023. The operating budget includes proposed expenditures/expenses and the means of financing them.
- c. Public hearings were conducted in May to obtain taxpayer comments. On May 19, 2023, the budget for each fund was adopted through passage of a resolution by a majority vote of the RTC's Board of Commissioners of the RTC. The RTC filed the budget directly with the Department of Taxation, State of Nevada.

The following legal requirements were considered in developing the budgetary data which is reflected in the financial statements.

- a. Annual budgets for all governmental and proprietary funds are adopted on a basis consistent with generally accepted accounting principles. The governing body can augment the budget after following public hearing procedures. Unexpended appropriations lapse at year-end.
- b. The Executive Director is authorized to transfer appropriations between accounts within the General Fund. Any revision which alters the total appropriations of a function or fund must be approved in advance prior to year-end by the RTC's Board of Commissioners and submitted to the Department of Taxation, State of Nevada.
- c. State statute does not require that capital outlay, debt service payments, and other cash transactions normally reflected in the Statement of Net Position of the Proprietary Fund be limited by the budget.
- d. Budgeted appropriations generally may not be exceeded by actual expenditures of the various governmental functions in the General Fund, Special Revenue Funds, and by operating and non-operating expenses in the Proprietary Fund.
- e. Fund net position in the Proprietary Fund may not be a deficit.

Excess of Expenditures over Appropriations and Deficit Fund Balance / Net Position

The RTC conformed to all significant statutory constraints on its financial administration during the year.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE C – CASH AND INVESTMENTS

Deposits

For the year ended June 30, 2024, the RTC had the following cash balances:

	Carrying Amount	Bank Balance
On hand	\$ 2,642	\$ 2,642
On deposit with bank	39,396,084	39,567,904
Restricted cash from Motor Vehicle Fuel Tax Revenue Bonds	16,365,835	16,365,835
Total RTC cash and deposits	\$ 55,764,561	\$ 55,936,381

The difference between the carrying amount and bank balance results from outstanding checks and deposits not yet reflected at the bank.

Custodial Credit Risk – Deposits

For deposits, custodial credit risk is the risk that in the event of a bank failure, the RTC’s deposits may not be returned. The RTC does not have a policy for custodial credit risk; however, the RTC participates through Washoe County in the Nevada State Collateral Pool for public fund deposits. Depository banks are required to place acceptable securities of no less than 102% of the fair value of the total deposits of public entities in Nevada with a third party custodian. The collateral pool is administered and monitored by the Nevada State Treasurer’s Office. Due to its participation in the Nevada State Collateral Pool, the RTC’s deposits were fully insured and collateralized, and as such, were not exposed to any custodial credit risk at June 30, 2024.

Pooled Investment Funds

The RTC deposits are maintained in a recognized pooled investment fund under the care of the Washoe County Chief Investment Official (the Washoe County Treasurer) under authority delegated by the Board of County Commissioners. In addition, the Washoe County Treasurer’s External Investment Pool is overseen by an Investment Committee and is included in their annual audit.

Pooled investment funds consist of cash deposited in the interest-bearing Washoe County Treasurer’s External Investment Pool. The investment pool is not registered with the SEC as an investment company and no legally binding guarantees have been provided to support the value of the shares. The fair value of the pooled investments deposited in the investment pool is equal to the value of the pool shares. At June 30, 2024, the carrying amount of \$160,704,250 recorded at fair value of the various funds of the RTC in the pool was approximately 11.6% of the County’s total balance. Earnings, realized and unrealized gains and losses are included in the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balances and the Proprietary Fund’s Statement of Revenues, Expenses and Changes in Fund Net Position, captioned as investment income.

Because the RTC’s deposits are maintained in a recognized pooled investment fund under the care of a third party and the RTC’s share of the pool does not consist of specific, identifiable investment securities, no disclosure of the individual deposits and investments or related custodial credit risk classifications is required. The RTC’s deposits in the pool are considered to be highly liquid. The Washoe County audited Annual Comprehensive Financial Report indicates that there were no derivatives in the pool as of June 30, 2024. A copy of this report can be obtained at www.washoecounty.us or through a request sent to P.O. Box 11130, Reno, NV 89520.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE C – CASH AND INVESTMENTS (CONTINUED)

Investments

The RTC has a formal investment policy adopted by the RTC Board of Commissioners that is designed to insure conformity with NRS and seeks to limit exposure to investment risks. State statute authorizes the RTC to invest in the following:

- Obligations of the United States or its agencies.
- Certificates of deposit issued by commercial banks, insured credit unions or savings and loan associations as well as certain farm loan bonds.
- Certain securities issued by local governments of the State of Nevada and other securities expressly authorized by other statutes of the State of Nevada.
- Bankers acceptances, commercial paper issued by a U.S. corporation or state operating in the U.S., and money market mutual funds registered with the Securities and Exchange Commission.
- Notes, bonds, and other unconditional obligations for the payment of money issued by corporations organized and operating in the United States.

Investments are recorded at fair value.

The RTC categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The RTC does not have any investment that is measured using Level 3 inputs.

As of June 30, 2024, the RTC had the following recurring fair value measurements as identified below:

Government-Wide Balances:	Total	Fair Value Measurements Using		
		Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
U.S. Treasury Notes	\$ 7,955,826	\$ -	\$ 7,955,826	\$ -
Money Market Mutual Funds	98,188	98,188	-	-
Federal Agency Bond	269,286	-	269,286	-
Total Investment	<u>8,323,300</u>	<u>\$ 98,188</u>	<u>\$ 8,225,112</u>	<u>\$ -</u>
Total Cash	55,764,561			
Washoe County Investment Pool	160,704,250			
Total Cash and Investments	<u>\$ 224,792,111</u>			

Investments categorized as Level 1 are valued using prices quoted in active markets for those investments. Investments categorized as Level 2 are valued at fair value based on the observable market prices of the underlying assets held by the pool or fund less liabilities.

As of June 30, 2024, the RTC had the following investments and maturities:

Government-Wide Balances:	Fair Value	Investment Maturities (In Years)			
		Less than 1	1 to 4	4 to 6	6 to 10
U.S. Treasury Notes	\$ 7,955,826	\$ 3,123,851	\$ 4,831,975	\$ -	\$ -
Money Market Mutual Funds	98,188	98,188	-	-	-
Federal Agency Bond	269,286	-	269,286	-	-
Washoe County Investment Pool	160,704,250	104,654,520	39,044,391	11,221,812	5,783,527
Total Investment	<u>169,027,550</u>	<u>107,876,559</u>	<u>44,145,652</u>	<u>11,221,812</u>	<u>5,783,527</u>
Total Cash	55,764,561	55,764,561	-	-	-
Total Cash and Investments	<u>\$ 224,792,111</u>	<u>\$ 163,641,120</u>	<u>\$ 44,145,652</u>	<u>\$ 11,221,812</u>	<u>\$ 5,783,527</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE C – CASH AND INVESTMENTS (CONTINUED)

Credit Risk

Credit risk is defined as the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The credit quality of investments is limited by NRS, which authorizes investments in obligations of the U.S. Treasury and agencies or instrumentalities of the U.S., obligations of the State of Nevada and local governments, notes, bonds and other obligations issued by corporations rated "A" or better by one or more nationally recognized bond credit rating agencies, commercial paper rated "A-1", "P-1" or better, repurchase agreements, certificates of deposit, and money market mutual funds rated "AAA" or its equivalent.

The RTC investment policy does not further limit its investment choices with the exception of investments in notes, bonds and other obligations issued by corporations. Pursuant to the RTC's formal investment policy, corporate obligations must be rated "AA" or better.

As of June 30, 2024, the RTC's investments were rated as follows:

<u>Investment Type</u>	<u>Fair Value</u>	<u>Ratings</u>	
		<u>Moody's</u>	<u>Standard & Poor's</u>
Money Market Mutual Funds	\$ 98,188		
Federal Agency Bond	269,286	Aaa	AA+
US Treasury Notes	7,955,826	Aaa	AA+
Total Investments	<u>\$ 8,323,300</u>		

Interest Rate Risk

Interest rate risk is defined as the risk that changes in market interest rates will adversely affect the fair value of an investment. NRS 355.170 and NRS 355.171 limit maturities of authorized investments. The RTC's formal investment policy does not further limit investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The weighted average years to maturity for all investments at June 30, 2024 are 1.88 years.

Concentration of Credit Risk

Concentration of credit risk is defined as the risk of loss attributed to the magnitude of a government's investment in a single issuer. The RTC's formal investment policy requires investment portfolio diversification in order to eliminate the risk of loss from overconcentration. The policy places the statutory limits on investments. Amounts invested in direct obligations of the U.S. government, securities backed by the full faith and credit of the U.S. government, repurchase agreements or certificates of deposit are not limited. Investment limits per issuer are placed on the following securities: securities backed by federal agencies, 35%; agency issued mortgage-backed securities, 15%; corporate obligations, 4%; obligations issued by state and local governments, 25%. Other limits are placed on the following securities: bankers acceptances, 20% in the aggregate; commercial paper, 20% of portfolio; and money market funds, 45% of money market fund assets.

At June 30, 2024, RTC's investments were invested in the following:

U. S. Treasury Notes	95.58%
Money Market Mutual Funds	1.18%
Federal Agency Bond	3.24%

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE D – RESTRICTED CASH AND INVESTMENTS

Governmental Funds

The restricted cash and investments balance of \$24,689,135 in the Debt Service Fund is restricted for required reserves and debt service on the bonds.

NOTE E – CAPITAL ASSETS

A summary of activity in capital assets used in the operation of governmental activities for the year ended June 30, 2024, follows:

Governmental Activities	Balance June 30, 2023	Additions & Reclassifications	Transfers/ Deletions	Balance June 30, 2024
Capital Assets not being depreciated:				
Land	\$ 1,807,090	\$ -	\$ (230,000)	\$ 1,577,090
Water Rights	1,300,000	-	-	1,300,000
Construction in progress	190,575	135,603	(76,508)	249,670
Total Capital Assets, not being depreciated	<u>3,297,665</u>	<u>135,603</u>	<u>(306,508)</u>	<u>3,126,760</u>
Capital Assets being depreciated:				
Revenue & support vehicles	8,702,794	1,492,575	(248,358)	9,947,011
Other equipment	2,598,013	76,508	(272,018)	2,402,503
Buildings and improvements	7,116,405	-	-	7,116,405
Total Capital Assets being depreciated	<u>18,417,212</u>	<u>1,569,083</u>	<u>(520,376)</u>	<u>19,465,919</u>
Less accumulated depreciation for:				
Revenue & support vehicles	(5,183,495)	(816,661)	248,358	(5,751,798)
Other equipment	(2,128,053)	(124,365)	272,018	(1,980,400)
Buildings and improvements	(6,204,868)	(155,818)	-	(6,360,686)
Total accumulated depreciation	<u>(13,516,416)</u>	<u>(1,096,844)</u>	<u>520,376</u>	<u>(14,092,884)</u>
Total Capital Assets being depreciated, net	<u>4,900,796</u>	<u>472,239</u>	<u>-</u>	<u>5,373,035</u>
Governmental activities Capital Assets, net	<u>\$ 8,198,461</u>	<u>\$ 607,842</u>	<u>\$ (306,508)</u>	<u>\$ 8,499,795</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE E – CAPITAL ASSETS (CONTINUED)

A summary of activity in capital assets used in business-type activities for the year ended June 30, 2024, follows:

<u>Business-type Activities</u>	<u>Balance June 30, 2023</u>	<u>Additions</u>	<u>Transfers/ Deletions</u>	<u>Balance June 30, 2024</u>
Capital Assets not being depreciated:				
Land	\$ 16,681,818	\$ -	\$ -	\$ 16,681,818
Construction in progress	10,462,842	1,500,240	(3,746,262)	8,216,820
Total Capital Assets, not being depreciated	<u>27,144,660</u>	<u>1,500,240</u>	<u>(3,746,262)</u>	<u>24,898,638</u>
Capital Assets being depreciated:				
Revenue vehicles	56,870,151	2,840,668	-	59,710,819
Tool and shop equipment	3,228,079	215,705	-	3,443,784
Office furniture and equipment	7,300	-	-	7,300
Support vehicles	465,715	-	-	465,715
Revenue collection and counting equipment	1,964,956	133,225	-	2,098,181
Miscellaneous fixtures and equipment	4,366,691	99,435	-	4,466,126
Buildings and improvements	67,199,682	26,800	-	67,226,482
Land improvements	1,377,231	-	-	1,377,231
Communications equipment	2,039,461	54,368	-	2,093,829
Surveillance equipment	1,284,623	186,183	(816,734)	654,072
Passenger shelters	12,588,260	1,758,892	-	14,347,152
Computer equipment	2,027,880	87,389	-	2,115,269
Total Capital Assets being depreciated	<u>153,420,029</u>	<u>5,402,665</u>	<u>(816,734)</u>	<u>158,005,960</u>
Less accumulated depreciation for:				
Revenue vehicles	(23,015,066)	(4,413,867)	-	(27,428,933)
Tool and shop equipment	(1,877,406)	(303,497)	-	(2,180,903)
Office furniture and equipment	(7,300)	-	-	(7,300)
Support vehicles	(349,372)	(39,873)	-	(389,245)
Revenue collection and counting equipment	(1,576,215)	(112,963)	-	(1,689,178)
Miscellaneous fixtures and equipment	(2,332,047)	(466,104)	-	(2,798,151)
Buildings and improvements	(33,616,991)	(2,302,932)	-	(35,919,923)
Land improvements	(931,044)	(56,336)	-	(987,380)
Communications equipment	(1,722,130)	(290,597)	-	(2,012,727)
Surveillance equipment	(1,135,229)	(73,305)	816,734	(391,800)
Passenger shelters	(9,230,837)	(1,015,013)	-	(10,245,850)
Computer equipment	(1,874,822)	(81,729)	-	(1,956,551)
Total accumulated depreciation	<u>(77,668,459)</u>	<u>(9,156,216)</u>	<u>816,734</u>	<u>(86,007,941)</u>
Total Capital Assets being depreciated, net	<u>75,751,570</u>	<u>(3,753,551)</u>	<u>-</u>	<u>71,998,019</u>
Business-type activities Capital Assets, net	<u>\$ 102,896,230</u>	<u>\$ (2,253,311)</u>	<u>\$ (3,746,262)</u>	<u>\$ 96,896,657</u>

Construction in progress consist of construction of Virginia Street Bus Rapid Transit Stations. As of June 30, 2024, unexpended commitments balance of Virginia Street Bus Rapid Transit Extension project is \$2,488,804.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE E – CAPITAL ASSETS (CONTINUED)

Depreciation expense was charged to functions/programs of the primary government as follows:

<u>Governmental Activities:</u>	
Street and highway	\$ 14,584
Transportation services	<u>1,082,260</u>
Total depreciation expense - Governmental activities	<u>1,096,844</u>
Business-type activities:	
Public transportation	<u>\$ 9,156,216</u>
<hr/>	

NOTE F – CONTINGENCIES

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable fund. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time, although the RTC expects such amounts, if any, to be immaterial.

NOTE G – UNEARNED REVENUE

Governmental funds report unearned revenue in connection with amounts received that have not yet been earned. At the end of the current fiscal year, \$4,556,189 in unearned federal revenue was reported to the General Fund.

NOTE H – UNINSURED RISK

The RTC is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The RTC is self-insured for municipal liability and business auto liability. The RTC administers claims and judgments falling under the self-insurance limit. Liabilities of any fund are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNRs). The result of the process to estimate the claims liability is not an exact amount, as it depends on many factors, such as inflation, changes in legal doctrines and damage awards. Accordingly, claims are reevaluated periodically to consider the effects of inflation, recent claim settlement trends (including frequency and amount of payouts), and other economic and social factors. The estimate of the claims liability also includes amounts for incremental claim adjustment expenses related to specific claims and other claim adjustment expenses regardless of whether allocated to specific claims. All claims are liquidated as they become due and payable using current resources. Additional excess coverage insurance policies cover individual claims in excess of \$25,000 per event. Settlements have not exceeded coverage for each of the past five fiscal years. The RTC did not incur any liability claim in fiscal year 2024.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE I – LONG - TERM OBLIGATIONS

Revenue Bonds

The RTC issued revenue bonds to provide funds for the construction and pavement maintenance of certain streets and highways in the County. All revenue bonds are publicly issued debt. There are no subjective accelerative clauses related to the outstanding debt.

The bond Series 2010EF, Series 2018 and Series 2019 constitute special, limited obligations of Washoe County, payable solely from and secured by an irrevocable pledge of the Net Pledged Revenues, derived primarily from certain taxes on motor vehicle fuel collected by the RTC.

The bond Series 2010H constitutes special, limited obligations of Washoe County, payable from and secured by an irrevocable pledge of the Net Pledged Revenues, derived primarily from one-eighth of one percent (0.125%) sales tax collected by the RTC.

The bonds shall not be considered or held to be a general obligation of the County or RTC. Owners of the bonds may not look to any other funds or accounts other than those specifically pledged to the payment of the bonds.

Bonds outstanding at June 30, 2024 are as follows:

	<u>Date of Issue</u>	<u>Original Issue</u>	<u>Interest Rates to Maturity</u>	<u>Final Maturity</u>	<u>Principal Outstanding June 30, 2024</u>
Motor Vehicle Fuel Tax Series 2010E ⁽²⁾	12/16/2010	\$ 58,775,000	7.969 %	2/1/2040	\$ 58,775,000
Motor Vehicle Fuel Tax Series 2010F ⁽³⁾	12/16/2010	5,385,000	7.875	2/1/2040	5,385,000
Sales Tax Improvement Bonds Series 2010H ⁽²⁾	12/16/2010	20,000,000	7.451	2/1/2040	20,000,000
Motor Vehicle Fuel Tax Series 2018 ⁽¹⁾	12/20/2018	183,235,000	4 - 5.2	2/1/2043	155,720,000
Motor Vehicle Fuel Tax Series 2019 ⁽¹⁾	12/19/2019	56,235,000	4 - 5	2/1/2040	48,585,000
		<u>\$ 323,630,000</u>			<u>\$ 288,465,000</u>

¹ Tax Exempt Bond

² Taxable Direct Pay Build America Bond (BAB) providing federally refundable interest credits

³ Taxable Recovery Zone Economic Development Bond (RZEDB) providing federally refundable interest credits

The debt service on bond Series 2018 and 2019 will be payable from net pledged revenues.

The debt service on bond Series 2010E, 2010F, and 2010H will be payable from net pledged revenues and BAB and RZED interest credits to the extent that any such credits are actually received by the RTC.

Net pledged motor vehicle fuel tax revenues for the fiscal year on Motor Vehicle Fuel Tax bonds totaled \$102,211,146 with principal and interest payments on the bonds totaling \$22,549,911. Total principal and interest remaining to be paid on all motor vehicle fuel tax bonds before BAB and RZEDB credits is \$437,631,124 payable through 2043.

Pledged sales tax revenue for the fiscal year on the Series 2010H bonds totaled \$15,054,267. Interest payments totaling \$1,490,200 were made during FY 2024. Total principal and interest remaining to be paid on the Series 2010H bond before BAB interest credits, is \$36,481,985 payable through 2040.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE I – LONG TERM OBLIGATIONS (CONTINUED)

Compensated Absences

The liability for compensated absences is included in noncurrent liabilities on the government-wide Statement of Net Position. The governmental activities liability for compensated absences is for RTC employee benefits which are paid from the General Fund; therefore, no compensated absences liability is reported for in the business-type activities.

Changes in long-term liabilities

Changes in long-term liabilities, for the year ended June 30, 2024, were as follows:

	July 1, 2023	Additions	Reductions	June 30, 2024	One Year
GOVERNMENTAL ACTIVITIES					
Revenue Bonds					
Motor Vehicle Fuel Tax Bonds	\$ 276,765,000	\$ -	\$ (8,300,000)	\$ 268,465,000	\$ 8,715,000
Sales Tax Improvement Bonds	20,000,000	-	-	20,000,000	-
Total Revenue Bonds	296,765,000	-	(8,300,000)	288,465,000	8,715,000
Less					
Bond Premium	28,544,501	-	(1,503,411)	27,041,090	1,503,411
Total Bond Premiums	28,544,501	-	(1,503,411)	27,041,090	1,503,411
Other Liabilities					
Compensated absences	631,838	785,636	(829,592)	587,882	253,274
Net Pension liability	10,233,311	-	(273,256)	9,960,055	-
Total OPEB liability	11,300,700	155,440	-	11,456,140	444,076
Total Other Liabilities	22,165,849	941,076	(1,102,848)	22,004,077	697,350
Total Governmental Activities	347,475,350	941,076	(10,906,259)	337,510,167	10,915,761
BUSINESS TYPE ACTIVITIES					
Other Liabilities					
Net Pension liability	4,619,100	-	(656,798)	3,962,302	-
Total OPEB liability	5,901,748	61,838	-	5,963,586	176,662
Total Business Type Activities	10,520,848	61,838	(656,798)	9,925,888	176,662
Total Long-Term Obligations	\$ 357,996,198	\$ 1,002,914	\$ (11,563,057)	\$ 347,436,055	\$ 11,092,423

Long - term liabilities are liquidated from the General Fund for governmental activities through direct payment or transfers to the Debt Service fund.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE J – DEBT SERVICE REQUIREMENTS

Revenue bond debt service requirements to maturity are as follows:

Year Ending June 30,	Principal ¹	Interest ²	Total
2025	\$ 8,715,000	\$ 16,433,949	\$ 25,148,949
2026	9,145,000	15,998,199	25,143,199
2027	9,600,000	15,540,948	25,140,948
2028	10,075,000	15,060,948	25,135,948
2029	11,845,000	14,557,199	26,402,199
2030-2034	68,725,000	60,885,196	129,610,196
2035-2039	87,015,000	37,180,208	124,195,208
2040-2043	83,345,000	9,991,462	93,336,462
	<u>\$ 288,465,000</u>	<u>\$ 185,648,109</u>	<u>\$ 474,113,109</u>

¹ Principal amounts exclude discounts and premiums

² Interest amounts exclude Build America Bond (BAB) and Recovery Zone Economic Development Bond (RZEDB) credits in the amount of \$25,424,345 through 2043.

NOTE K – INTERFUND ACCOUNT BALANCES AND TRANSFERS

Interfund account balances are a result of the timing differences between the dates that interfund goods and services are provided or reimbursable expenditures occur, and transfers between funds are made. Interfund account balances at June 30, 2024 are summarized as follows:

	Due From					Total
	General Fund	Regional Road Impact Fee Fund	Paratransit Fund	Nonmajor Governmental Funds	Proprietary Fund	
Due To:						
General Fund	\$ -	\$ 4,934	\$ 493,765	\$ 495,886	\$ 2,543,633	\$ 3,538,218
Total Governmental Funds	<u>-</u>	<u>4,934</u>	<u>493,765</u>	<u>495,886</u>	<u>2,543,633</u>	<u>3,538,218</u>
Proprietary Fund	2,911,965	-	78,171	34,029	-	3,024,165
	<u>\$ 2,911,965</u>	<u>\$ 4,934</u>	<u>\$ 571,936</u>	<u>\$ 529,915</u>	<u>\$ 2,543,633</u>	<u>\$ 6,562,383</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE K – INTERFUND ACCOUNT BALANCES AND TRANSFERS (CONTINUED)

Transfers are used to (1) move revenues from the fund that statute or budget requires collect them to the funds that statute or budget requires expend them and (2) move receipts restricted to debt service from the funds collecting the receipts to the Debt Service Fund as debt service payments become due. Interfund transfer balances at June 30, 2024 were as follows:

Interfund transfers for the year ended June 30, 2024		
Transfers from:	Transfers to:	Amount
General Fund	Regional Road Impact Fee Fund	\$ 400,000
	Debt Service Fund	23,407,037
	Nonmajor Governmental Funds	1,360,000
	Subtotal	25,167,037
Public Transit Fund	Nonmajor Governmental Funds	240,000
Total Transfers In / Out		\$ 25,407,037

NOTE L – INVESTMENT ACTIVITIES

Investment activities consist of the following as of June 30, 2024:

<u>Governmental Activities</u>	
Interest income	\$ (2,955,479)
Net increase in the fair value of investments	(579,046)
Realized gain	(681,801)
	\$ (4,216,326)
<u>Business-type Activities</u>	
Interest income	\$ (1,021,924)
Net increase in the fair value of investments	(397,571)
Realized gain	(269,230)
	\$ (1,688,725)

The calculation of realized gain or loss is independent of the calculation of the net change in the fair value of investments. Realized gains or losses on investments held more than one fiscal year, which were sold in the current year, have been included as a change in the fair value of investments as reported in prior years and the current year.

NOTE M – LEASE INCOME

The Proprietary Fund owns a building located on Terminal Way in Reno, Nevada. The acquisition cost and subsequent improvements of the building and land are \$8,960,754 as of June 30, 2024. As of June 30, 2024, accumulated depreciation of the building was \$5,409,809.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE M – LEASE INCOME (CONTINUED)

Building space is leased to Truckee Meadows Regional Planning Agency. Future minimum lease receipts are as follows:

Year ending June 30,

2025 \$	29,269
\$	29,269

In addition, building space is leased to the General Fund and Special Revenue Funds on a month-to-month basis. Rental income from the Terminal building for the year ended June 30, 2024, was \$328,740 of which \$254,496 was received from the General Fund, and \$45,828 was received from the Special Revenue Fund.

In November 2021, RTC entered into a three year agreement with My Ride to Work, LLC. to allow the use of the Centennial Plaza property for passenger waiting, boarding and alighting for their service between Reno and the Tesla Factory east of Reno. Rental Income of \$18,000 was received in fiscal year 2024.

In December 2021, RTC entered into a three year agreement with Greyhound Lines, Inc. to allow the use of the Centennial Plaza property for the conduct of business operations for passenger bus transportation. Rental income of \$56,400 was received in fiscal year 2024.

NOTE N – RETIREMENT PROGRAMS

The RTC contributes to the following retirement programs:

State of Nevada Public Employees' Retirement System

Plan Description

The RTC contributes to the Public Employees' Retirement System (PERS) (the System). PERS administers a cost-sharing, multiple-employer defined benefit Public employees' retirement system which includes both Regular and Police/Fire members. The System was established by the Nevada Legislature in 1947, effective July 1, 1948. The System is administered to provide a reasonable base income to qualified employees who have been employed by a public employer and whose earnings capacities have been removed or substantially impaired by age or disability.

Benefits, as required by the Nevada Revised Statutes (NRS) are determined by the number of years of accredited service at time of retirement and the member's highest average compensation in any 36 consecutive months with special provisions for members entering the System on or after January 1, 2010. Benefit payments to which participants or their beneficiaries may be entitled under the plan include pension benefits, disability benefits, and survivor benefits. Monthly benefit allowances for members are computed as 2.5% of average compensation for each accredited year of service prior to July 1, 2001.

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NOTE N – RETIREMENT PROGRAMS (CONTINUED)

State of Nevada Public Employees’ Retirement System (continued)

For service earned on and after July 1, 2001, this multiplier is 2.67% of average compensation. For members entering the System on or after January 1, 2010, there is a 2.5% multiplier. PERS offers several alternatives to the unmodified service retirement allowance which in general, allows the retired employee to accept a reduced service retirement allowance payable monthly during his or her lifetime and various optional monthly payments to a named beneficiary after his or her death. Post-retirement increases are provided by authority of NRS 286.575 -.579.

Regular members are eligible for retirement at age 65 with five years of service, at age 60 with 10 years of service, or at any age with thirty years of service. Regular members entering the System on or after January 1, 2010, are eligible for retirement at age 65 with five years of service, or age 62 with 10 years of service, or any age with thirty years of service. The normal ceiling limitation on monthly benefits allowances is 75% of average compensation. However, a member who has an effective date of membership before July 1, 1985, is entitled to a benefit of up to 90% of average compensation. Members become fully vested as to benefits upon completion of five years of service.

Funding Policy

Plan members are funded under the employer pay contribution plan, wherein the RTC is required to contribute all amounts due under the plan. The authority for establishing and mending the obligation to make contributions and member contribution rates is set by statute. New hires, in agencies which did not elect the Employer-Pay Contribution (EPC) plan prior to July 1, 1983 have the option of selecting one of two contribution plans. Contributions are shared equally by employer and employee. Employees can take a reduced salary and have contributions made by the employer (EPC) or can make contributions by a payroll deduction matched by the employer.

The System’s basic funding policy provides for periodic contributions at a level pattern of cost as a percentage of salary throughout an employee’s working lifetime in order to accumulate sufficient assets to pay benefits when due. The System receives an actuarial valuation on an annual basis indicating the contribution rates required to fund the System on an actuarial reserve basis. Contributions actually made are in accordance with the required rates established by the Nevada Legislature. These statutory rates are increased/decreased pursuant to NRS 286.421 and 286.450. The actuary funding method used is the Entry Age Normal Cost Method. It is intended to meet the funding objective and result in a relatively level long-term contributions requirement as a percentage of salary. For the fiscal year ended June 30, 2024, the employer-pay contribution rate was 33.50% of annual covered payroll, of which 50% is considered to be employer-paid contribution. The RTC contributes 100% of the required annual contribution. The following are the rates and amounts contributed for the last three years:

<u>Year ending June 30,</u>	<u>Employers Contribution Required</u>	<u>Contribution Rate</u>
2024	\$ 1,019,256	16.75%
2023	882,994	14.88%
2022	904,880	14.88%

The System’s policies which determine the investment portfolio target asset allocation are established by the PERS Board. The asset allocation is reviewed annually and is designed to meet the future risk and return needs of the System. The following was the Board adopted policy target asset allocation as of June 30, 2023:

Asset Class	Target Allocation	Long-term Geometric Expected Real Rate of Return
U.S. Stocks	42.00%	5.50%
International Stocks	18.00%	5.50%
U.S. Bonds	28.00%	0.75%
Private Markets	12.00%	6.65%

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NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE N – RETIREMENT PROGRAMS (CONTINUED)

State of Nevada Public Employees’ Retirement System (continued)

Pension Liability

The System’s net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate it was determined by an actuarial valuation as of that date. The employer allocation percentage of the net pension liability was based on the total contributions due on wages paid during the measurement period. Each employer’s proportion of the net pension liability is based on their combined employer and member contributions relative to the total combined employer and member contributions for all employers for the period ended June 30, 2023. At June 30, 2023, RTC’s proportion was .07627%, which was a .00599% decrease from its proportion measured at June 30, 2022.

The following presents the net pension liability of the RTC as of June 30, 2023, calculated using the discount rate of 7.25%, as well as what the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.25%) or 1-percentage-point higher (8.25%) than the current discount rate:

	1% Decrease in Discount Rate (6.25%)	Discount Rate (7.25%)	1% Increase in Discount Rate (8.25%)
RTC's proportionate share of the net pension liability	\$ 21,665,232	\$ 13,922,357	\$ 7,532,212

The total Net Pension liability, Deferred Inflows, and Deferred Outflows for the plan are allocated between government activities and business-type activities using cost pools based on the labor, fringe benefits and administrative costs assigned to each fund. For fiscal year 2024, 28.46% was used to allocate expenditures to business-type activities.

Pension Plan Fiduciary Net Position

Detailed information about the pension plan’s fiduciary net position is available in the PERS Annual Comprehensive Financial Report, available on the PERS website at www.nvpers.org.

Actuarial Assumptions

The System’s net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The total pension liability was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation rate	2.50%
Investment Rate of Return	7.25%
Productivity pay increase	0.50%
Projected salary increases	Regular: 4.20% to 9.10%, depending on service Rates include inflation and productivity increases
Mortality rate	Healthy/Regular: RP-2000 Combined Healthy Mortality Table projected to 2016 with Scale AA, set back one year for females (no age setback for males) Disables/Regular: RP-2000 Disabled Retiree Mortality table projected to 2016 with Scale AA, set forward three years
Other assumptions	Same as those used in the June 30, 2023 funding actuarial valuation

Actuarial assumptions used in the June 30, 2023 valuation were based on the results of the experience.

The discount rate used to measure the total pension liability was 7.25% as of June 30, 2023. The projection of cash flows used to determine the discount rate assumed plan contributions will be made in amounts consistent with statutory provisions and recognizing the plan’s current funding policy and cost-sharing mechanism between employers and members. For this purpose, all contributions that are intended to fund benefits for all plan members and their beneficiaries are included, except that projected contributions that are intended to fund the service costs for future plan members and their beneficiaries are not included. Based on those assumptions, the pension plan’s fiduciary net position was projected to be available to make all projected future benefit

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NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE N – RETIREMENT PROGRAMS (CONTINUED)

State of Nevada Public Employees’ Retirement System (continued)

payments for current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability as of June 30, 2023.

Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

As of June 30, 2024, RTC's total pension expense is \$1,582,391. At June 30, 2023, the plan's measurement date, RTC's reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 1,814,694	\$ -
Changes of assumptions	1,304,790	-
Net difference between projected and actual earnings on investments	-	130,313
Changes in proportion and differences between actual contributions and proportionate share of contributions	173,119	1,024,335
Total before contribution subsequent to measurement date	3,292,603	1,154,648
Contributions subsequent to the measurement date	1,019,256	-
Total	\$ 4,311,859	\$ 1,154,648

As of June 30, 2024 RTC reported \$1,019,256 of deferred outflows of resources related to pensions resulting from employer contributions subsequent to the June 30, 2023 measurement date which will be recognized as a reduction of the net pension liability in the year ending June 30, 2025 measured as of June 30, 2024.

Average expected remaining service lives are 4.63 years.

RTC's deferred outflows/(inflows) of resources related to pension will be recognized as follows:

Reporting period ended June 30:

2025	\$ 347,384
2026	305,978
2027	1,295,717
2028	141,738
2029	47,138

Additional information supporting the Schedule of Employer Allocations and the Schedule of Pension amounts by Employer is located in the PERS Annual Comprehensive Financial Report available on the PERS website at www.nvpers.org under Quick Links – Publications.

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NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE N – RETIREMENT PROGRAMS (CONTINUED)

RTC – Internal Revenue Code Section 457 Deferred Compensation Plan

The RTC offers a non-qualified deferred compensation plan to its employees under Internal Revenue Code (IRC) Section 457. The plan is offered to all RTC employees and permits them to defer a portion of their salary until future years. The accumulated amount of each employee's deferred compensation is not available to employees until termination, retirement, death or unforeseeable emergency. All assets and income of the plan are held in trust for the exclusive benefit of the participants and their beneficiaries and are administered by an independent plan administrator. The RTC does not have fiduciary accountability for the plan. The RTC elects to contribute to each employee's deferred compensation plan, as matching funds, up to 1% of each employee's annual base salary. The RTC also matches 7% of the Executive Director's salary. Total contributions to the plan for the year ended June 30, 2024 were \$119,134.

RTC – 401(a) Plan

On December 17, 2004, the RTC established a 401(a) Money Purchase Retirement Plan through ICMA Retirement Corporation. The ICMA Retirement Corporation Governmental Money Purchase Plan & Trust was established for the exclusive benefit of eligible employees and their beneficiaries under Section 401(a) of the IRC. The plan year coincides with the calendar year. All employees whose positions are covered by PERS are eligible to participate. The Plan is voluntary and there are no mandatory contributions from employees or the RTC. Contributions are limited to less than 25% of compensation, and compensation has been defined to include overtime and bonuses. The decision to participate is a one-time irrevocable decision. Loans are not permitted under the plan.

In 2009, the Internal Revenue Service (IRS) ruled that annual open enrollment periods for 401(a) plans would no longer be allowed. New plan enrollments are only allowed for new hires within the first sixty days of employment.

RTC – Retirement Health Savings Plans

On December 17, 2004, the RTC established a Retirement Health Savings Plan (RHS Plan). The RHS Plan was funded through voluntary employee contributions. The assets of the Plan are held in trust for the exclusive benefit of the RHS Plan participants and their beneficiaries, with the ICMA Retirement Corporation serving as the trustee. Once an employee participates in the RHS Plan, the election to contribute is irrevocable. The participant is eligible to receive benefits upon separation from service.

In 2007, the IRS ruled that the elective features of the types of plans like the RHS Plan would not be permitted after December 31, 2007. Although the ICMA and IRS reached a settlement preserving the existing favorable tax treatment of participants already in the RHS Plan, no new participants can join the plan and no further contributions can be made to the Plan by existing participants.

NOTE O – FUND BALANCES / NET POSITION

Government-wide Financial Statements

The government-wide Statement of Net Position is categorized as net investment in capital assets, restricted and unrestricted. Governmental Activities reports \$8,499,795 in net investment in capital assets and \$142,265,231 of restricted net position which is restricted by terms of grants and by enabling legislation for street and highway construction. Another \$24,730,248 is subject to restrictions by the terms of bond covenants for future debt service requirements of principal and interest. Unrestricted net position is \$(337,020,674), and total net position is \$(161,525,400). The negative unrestricted balances are the result of bonds issued during the fiscal years ended June 30, 2010, June 30, 2019 and June 30, 2020 totaling \$323,630,000 in the aggregate. Proceeds of the bonds have been used to fund various street and highway projects.

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NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE O – FUND BALANCES / NET POSITION (CONTINUED)

Government-wide Financial Statements (continued)

RTC's Street and Highway program builds and maintain streets and highways, which are then dedicated to Reno, Sparks, and Washoe County. As a result, the RTC carries a large debt burden with no offsetting asset. The debt will be paid through pledged motor vehicle fuel and sales taxes projected to be collected over the next 19 years. Management believes that the RTC will have sufficient cash flow to service the debt.

The net position for Business-type Activities is categorized as net investment in capital assets and unrestricted. The total net position at June 30, 2024 is \$146,319,730.

Fund Financial Statements

Governmental Funds

Governmental fund balances are classified as nonspendable, restricted, and assigned based primarily on the extent to which the RTC is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Nonspendable funds include amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. At June 30, 2024, nonspendable funds consisted of prepaid items and deposits totaling \$657,282.

Restricted fund balances are restricted to specific purposes either by external restrictions (debt covenants, grantors, laws or regulations of other governments) or restrictions imposed by law through constitutional provisions or enabling legislation.

At June 30, 2024, the RTC had \$7,857,375 in restricted fund balances on unspent federal grants match.

The restricted amounts for street and highway construction represent project appropriations for construction planning commitments as permitted by state statute.

The changes in the amounts for project appropriations in the General Fund (Regional Street and Highway) during the year ended June 30, 2024 were as follows:

Balance at July 1, 2023	\$	136,029,719
Project appropriations		244,844,680
Expenditures		(81,537,778)
Net project adjustments		(10,779,088)
Total balance for project		288,557,533
appropriations at June 30, 2024	\$	288,557,533

The total balance for project appropriations exceeds the available restricted fund balance of \$114,462,138 for street and highway construction in the General Fund by \$174,095,395. Since the expenditures for these projects will span more than one year, future revenue sources will be required to fund these appropriations.

**Regional Transportation Commission
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NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE O – FUND BALANCES / NET POSITION (CONTINUED)

Fund Financial Statements (continued)

The changes in the amounts for project appropriations of the Special Revenue Fund (Regional Road Impact Fee) during the year ended June 30, 2024 were as follows:

Balance at July 1, 2023	\$	13,512,221
Project appropriations		13,220,104
Expenditures		(18,360,562)
Net project adjustments		1,283,237
Total balance for project appropriations at June 30, 2024	\$	9,655,000

The available restricted fund balance for street and highway construction in the Regional Road Impact Fee Fund is \$19,945,718 which exceeds the total balance for project appropriations by \$10,290,718.

Debt Service restricted funds of \$24,730,248 represents resources legally restricted by bond covenants for future debt service requirements of both principal and interest.

Assigned fund balances represent amounts that are constrained by the RTC's intent to use the funds for specific purposes. The RTC had \$4,989,280 in assigned balances which have been assigned for the purposes of the Paratransit Services Fund, \$34,548 have been assigned for the purposes of the Debt Service Fund.

Unassigned fund balance of (\$475,394) represents deficit balance from the Metropolitan Planning Organization fund.

NOTE P – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS

In addition to the pension benefits described in Note N, the RTC provides other postemployment health benefits (OPEB) for eligible retirees through the RTC Retiree Health Benefit Program (RTC RHBP), a single employer defined benefit OPEB plan, and participates in the State of Nevada's Public Employee Benefit Plan (PEBP), an agent multiple-employer defined benefit OPEB plan. There are no assets accumulated in a GASB-compliant trust to pay related benefits to RTC RHBP and PEBP.

RTC Retiree Health Benefit Program (RTC RHBP)

Plan Description

In accordance with NRS 287.010, the RTC Commission established and administers a retiree health insurance plan through the RTC Personnel Rules to provide postemployment benefits to eligible employees upon retirement. Retirees are offered medical, vision, and life insurance coverage through a single-employer defined benefit plan. As of June 30, 2024, all employees hired before June 1, 2013 who retire from the RTC and meet the requirements for retirement under the Public Employees Retirement System of Nevada (PERS) are eligible to participate. The plan benefit formula is based on years of service and retirees can choose from a self-funded group health plan or an HMO. The plan does not issue a separate financial report.

Funding Policy

The contribution requirements and benefits of the RTC are established and may be amended by the RTC Commission through the RTC Personnel Rules. The RTC contributes 50% of the health benefit premium for retirees with at least 10 years of service, 75% with 15 years, and 100% with 20 years or more. The benefit is reduced by 50% for part-time employees achieving the required milestones. Benefits are paid on a pay-as-you-go basis.

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NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE P – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

As of June 30, 2022 actuarial evaluation, the following employees were covered by the benefit terms:

Active employees	63
Retirees	<u>41</u>
Total Participants	<u><u>104</u></u>

State of Nevada’s Public Employee Benefit Plan (PEBP)

Plan Description

NRS 287.023 allowed retired employees of governmental entities within the State of Nevada to join the State’s Public Employee Benefit Program (PEBP), an agent multiple-employer defined benefit OPEB plan administered by a nine member governing board. PEBP provided medical, prescription, vision, life and accident insurance, and dental for retirees. The Plan is not accounted for as a trust fund, as an irrevocable trust has not been established to account for the Plan and no financial reports are issued.

Eligibility, benefit provisions, and subsidy requirements are governed by statutes of the State of Nevada and can only be amended through legislation. The statutes were revised effective November 30, 2008, to create new participation limitations so that only active members of PEBP can elect coverage after retirement. While the plan is generally closed to RTC retirees after September 1, 2008, former employees covered by PEBP at the time of their retirement (through a subsequent employer) may join the plan. For a retiree to participate in the PEBP program, the participant must be receiving PERS benefit.

Funding Policy

The RTC is required to provide a subsidy for their retirees that have elected to join PEBP. The subsidy is paid on the pay-as-you-go basis. Contribution requirements for plan members and the participating employers are assessed by the PEBP Board annually. Unsubsidized non-state retiree plan rates in effect for the fiscal year ranged from \$623 to \$689 per month. The contributions required for PEBP subsidies depend on the date of retirement or prior years of Public Employees Retirement System (PERS) service former employees earned while working for the RTC. The subsidy depends on years of service and ranges from a minimum of \$39 for 16 years of service to a maximum of \$193 for 20 years of service. These subsidies are then allocated and billed to all applicable former employers of the retiree.

RTC’s portion of the monthly subsidies ranged from \$2 to \$74 during the 2024 fiscal year. Subsidies for retiree premiums are required to be paid directly to the State when due.

As of June 30, 2022 actuarial evaluation, the following employees were covered by the benefit terms:

Active employees	0
Retirees	<u>6</u>
Total Participants	<u><u>6</u></u>

Total OPEB Liability

An actuarial valuation performed as of June 30, 2022 was rolled forward to June 30, 2023 and used to determine the total OPEB liability for both the RTC and PEBP plans for their fiscal year ended June 30, 2024. The plans are funded on a pay-as-you-go basis with zero percent funding for the plan. For fiscal year 2024, the RTC’s cost of the RTC plan was \$381,186 for 41 eligible retirees. The RTC’s cost of the PEBP plan was \$2,410 for 6 eligible retirees. The RTC RHPB total OPEB liability is \$17,372,561. The PEBP total OPEB liability is \$47,165. RTC’s total OPEB liability for both plans is \$17,419,726. The total OPEB liability, Deferred Inflows, and Deferred Outflows for both plans are allocated between government activities and business-type activities using cost pools based on the labor, fringe benefits and administrative costs assigned to each fund. For fiscal year 2024, 28.46% was used to allocate expenditures to business-type activities.

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NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE P – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

Actuarial Assumptions

The total OPEB liability in the June 30, 2022 actuarial valuation was determined using the following actuarial methods and assumptions, applied to all periods included in the measurement, unless otherwise specified:

	<u>RTC Plan</u>	<u>PEBP</u>
Funding Method	Entry Age Normal	Entry Age Normal
Discount Rate	4.13% as of June 30, 2023	4.13% as of June 30, 2023
Salary Increase	3.0% per year	Not Applicable
General Inflation Rate	2.5% per year	2.5% per year
Municipal Bond Index	S&P General Obligation Municipal Bond 20 Year High Grade Index	S&P General Obligation Municipal Bond 20 Year High Grade Index
Mortality Rate	S&P General Obligation Municipal Bond 20 Year High Grade Index	Amount Weighted Pub-2010 with separate male & female adjustments; projected with projected with MacLeod Watts Scale 2022
Healthcare Cost Trend	5.6% for 2023, grading to 3.9% by 2076	Before Medicare: Not applicable; after Medicare: 4.5% per year
Medicare Eligibility and Enrollment	Absent contrary data, all individuals are assumed to be eligible for Medicare Parts A and B at 65. Current actives: If eligible for an RTC paid benefit, 100% are assumed to migrate to the Medicare version of their current plan at age 65. Current Medicare enrollment is assumed to continue for life status	Absent contrary data, all individuals are assumed to be eligible for Medicare Parts A and B at 65. Retirees over 65 who are not eligible for Medicare are assumed to remain ineligible

Mortality rates were based on the most recently published report of the Nevada Public Employees Retirement System, dated June 30, 2024, except for a different basis used to project future mortality improvements. The discount rate was based on the published change in return for the applicable municipal bond index.

The actuarial assumptions used for the fiscal year ending June 30, 2024 were measured as of June 30, 2023, rolled forward from a June 30, 2022 valuation date for both plans.

Changes in OPEB Liabilities

Changes in the Total OPEB Liability - RTC PLAN:

Balance at June 30, 2023	\$ 17,153,967
Service Cost	208,897
Interest	697,963
Differences between expected and actual experience	-
Changes of assumptions	(92,739)
Benefit Payments	<u>(595,527)</u>
Net Changes	<u>218,594</u>
Balance at June 30, 2024	<u>\$ 17,372,561</u>
Amount due within one year	<u>\$ 617,576</u>

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NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE P – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

Changes in OPEB Liabilities (continued)

Changes in the Total OPEB Liability - PEBP:

Balance at June 30, 2023	\$	48,481
Interest		1,920
Changes of assumptions		(182)
Plan Experience		-
Benefit Payments		(3,054)
Net Changes		(1,316)
Balance at June 30, 2024	\$	47,165
Amount due within one year	\$	3,162

A change in the discount rate from 4.09% as of June 30, 2022 to 4.13% as of June 30, 2023, based on the published change in the return for the applicable municipal bond index, as well as change in mortality rate based on a switch from the MacLeod Watts Scale 2020 to the MacLeod Watts Scale 2022 .

Sensitivity of the total OPEB liabilities to changes in the discount rate. The following presents the total OPEB liabilities of the plans, as well as what each plan's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (3.13 percent) or 1-percentage-point higher (5.13 percent) than the current discount rate:

	Current - 1% 3.13%	Current 4.13%	Current +1% 5.13%
RTC PLAN - Total OPEB Liability	\$ 19,925,740	\$ 17,372,561	\$ 15,273,248
PEBP - Total OPEB Liability	\$ 52,088	\$ 47,165	\$ 42,963

Sensitivity of the total OPEB liabilities to changes in the healthcare cost trend rates. The following presents the total OPEB liabilities of the plans, as well as what each plan's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	Current Trend -1%	Current Trend	Current Trend +1%
RTC PLAN - Total OPEB Liability	\$ 15,162,317	\$ 17,372,561	\$ 20,069,598
PEBP - Total OPEB Liability	\$ 42,999	\$ 47,165	\$ 51,960

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NOTES TO FINANCIAL STATEMENTS

June 30, 2024

NOTE P – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2024, the RTC recognized OPEB expense of \$1,369,029. At June 30, 2024, the RTC reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	RTC PLAN	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of assumptions	\$ 4,329,364	\$ 5,737,450
Differences between expected and actual experiences	378,630	869,272
Net difference between projected and actual earnings on investments	-	-
Benefits paid subsequent to the measurement date	650,243	-
Total	\$ 5,358,237	\$ 6,606,722

	PEBP PLAN	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of assumptions	\$ -	\$ -
Differences between expected and actual experiences	-	-
Net difference between projected and actual earnings on investments	-	-
Benefits paid subsequent to the measurement date	2,410	-
Total	\$ 2,410	\$ -

As of June 30, 2024, RTC reported \$652,653 of deferred outflows of resources related to benefits paid subsequent to measurement date which will be recognized as a reduction of the total OPEB liability in the year ended June 30, 2025. RTC's deferred outflows/(inflows) of resources related to OPEB will be recognized as follows:

Reporting period ended June 30:

2025	\$ 507,916
2026	515,223
2027	(479,083)
2028	(1,205,531)
2029	(1,224,805)
Thereafter	(12,447)



REQUIRED SUPPLEMENTARY INFORMATION

**Regional Transportation Commission
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REQUIRED SUPPLEMENTARY INFORMATION

June 30, 2024

SCHEDULE OF CHANGES IN THE TOTAL OPEB LIABILITY AND RELATED RATIOS - PEBP^{1,2}

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Total OPEB liability							
Service Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	1,920	1,450	1,726	1,898	2,037	2,274	2,116
Changes of benefit terms	-	-	-	-	-	-	-
Differences between expected and actual experiences	-	(3,925)	-	(1,554)	-	(5,598)	-
Changes of assumptions or other inputs	(182)	(13,638)	3,708	514	1,553	3,406	(3,835)
Benefit payments	<u>(3,054)</u>	<u>(3,876)</u>	<u>(3,730)</u>	<u>(4,206)</u>	<u>(3,642)</u>	<u>(5,112)</u>	<u>(4,069)</u>
Net change in total OPEB liability	(1,316)	(19,989)	1,704	(3,348)	(52)	(5,030)	(5,788)
Total OPEB liability - beginning	48,481	68,470	66,766	70,114	70,166	75,196	80,984
Total OPEB liability - ending	<u>\$ 47,165</u>	<u>\$ 48,481</u>	<u>\$ 68,470</u>	<u>\$ 66,766</u>	<u>\$ 70,114</u>	<u>\$ 70,166</u>	<u>\$ 75,196</u>

¹ GASB Statement No. 75 requires 10 years of information to be presented in this table. However, until ten years of data is available, the RTC will present information only for those years which information is available.

² The amounts presented for each fiscal year were determined as of the year-end that occurred one year prior.

Note: There are no assets accumulated in a trust to pay related benefits. The PEBP Plan is closed to existing RTC employees. Only retirees who meet certain criteria may participate. There is no payroll associated with the participants, so covered-employee payroll disclosures are not applicable.

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REQUIRED SUPPLEMENTARY INFORMATION

June 30, 2024

SCHEDULE OF CHANGES IN THE TOTAL OPEB LIABILITY AND RELATED RATIOS-RTC Plan ^{1,2}

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Total OPEB liability							
Service Cost	\$ 208,897	\$ 491,683	\$ 416,972	\$ 410,545	\$ 378,080	\$ 476,389	\$ 518,107
Interest	697,963	564,397	672,020	433,143	435,390	451,548	403,526
Changes of benefit terms	-	-	(1,954,115)	-	-	-	-
Differences between expected and actual experiences	-	(1,073,600)	-	1,020,374	-	(984,820)	-
Changes of assumptions or other inputs	(92,739)	(7,953,465)	1,951,462	8,344,164	485,035	727,940	(1,140,051)
Benefit payments	<u>(595,527)</u>	<u>(546,291)</u>	<u>(524,069)</u>	<u>(427,078)</u>	<u>(406,008)</u>	<u>(371,592)</u>	<u>(369,079)</u>
Net change in total OPEB liability	218,594	(8,517,276)	562,270	9,781,148	892,497	299,465	(587,497)
Total OPEB liability - beginning	17,153,967	25,671,243	25,108,973	15,327,825	14,435,328	14,135,863	14,723,360
Total OPEB liability - ending	<u>\$ 17,372,561</u>	<u>\$ 17,153,967</u>	<u>\$ 25,671,243</u>	<u>\$ 25,108,973</u>	<u>\$ 15,327,825</u>	<u>\$ 14,435,328</u>	<u>\$ 14,135,863</u>
Covered - employee payroll	\$ 5,936,098	\$ 6,091,457	\$ 6,211,005	\$ 6,199,104	\$ 5,910,545	\$ 5,364,778	\$ 5,262,122
Net OPEB liability as a percentage of covered - employee payroll	292.66%	281.61%	413.32%	405.04%	259.33%	269.08%	268.63%

¹ GASB Statement No. 75 requires 10 years of information to be presented in this table. However, until ten years of data is available, the RTC will present information only for those years which information is available.

² The amounts presented for each fiscal year were determined as of the year-end that occurred one year prior.

Note: There are no assets accumulated in a trust to pay related benefits.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

REQUIRED SUPPLEMENTARY INFORMATION

June 30, 2024

SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY - LAST TEN YEARS ¹

	<u>2023</u> <u>Valuation</u>	<u>2022</u> <u>Valuation</u>	<u>2021</u> <u>Valuation</u>	<u>2020</u> <u>Valuation</u>	<u>2019</u> <u>Valuation</u>	<u>2018</u> <u>Valuation</u>	<u>2017</u> <u>Valuation</u>	<u>2016</u> <u>Valuation</u>	<u>2015</u> <u>Valuation</u>	<u>2014</u> <u>Valuation</u>
RTC's proportion of the net pension liability	0.07627%	0.08226%	0.08679%	0.08658%	0.08581%	0.08096%	0.08207%	0.08636%	0.08468%	0.08501%
RTC's proportionate share of the net pension liability	\$ 13,922,357	\$ 14,852,413	\$ 7,914,280	\$ 12,059,522	\$ 11,701,660	\$ 11,040,636	\$ 10,915,835	\$ 11,621,332	\$ 9,704,188	\$ 8,860,041
RTC's covered payroll	\$ 5,936,098	\$ 6,091,457	\$ 6,211,005	\$ 6,199,104	\$ 5,910,545	\$ 5,364,778	\$ 5,262,122	\$ 5,279,436	\$ 5,076,193	\$ 5,003,226
RTC's proportionate share of the net pension liability as a percentage of its covered payroll	234.54%	243.82%	127.42%	194.54%	197.98%	205.80%	207.44%	220.12%	191.17%	177.09%
Plan fiduciary net position as a percentage of the total pension liability	76.16%	75.12%	86.50%	77.04%	76.46%	75.24%	74.42%	72.20%	75.10%	76.30%

SCHEDULE OF THE REGIONAL TRANSPORTATION COMMISSION'S CONTRIBUTION - LAST TEN YEARS

State of Nevada Public Employees' Retirement System (PERS)

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Statutorily required contribution	\$ 1,019,256	\$ 882,994	\$ 904,880	\$ 908,360	\$ 902,301	\$ 826,108	\$ 751,034	\$ 736,697	\$ 732,190	\$ 643,712
Contributions in relation to the statutorily required contribution	\$ 1,019,256	\$ 882,994	\$ 904,880	\$ 908,360	\$ 902,301	\$ 826,108	\$ 751,034	\$ 736,697	\$ 732,190	\$ 643,712
Contribution (deficiency) excess	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employer's covered payroll	\$ 6,139,487	\$ 5,936,098	\$ 6,091,457	\$ 6,211,005	\$ 6,199,104	\$ 5,910,545	\$ 5,364,778	\$ 5,262,122	\$ 5,279,436	\$ 5,076,193
Contributions as a percentage of covered payroll	16.60%	14.88%	14.88%	14.63%	14.63%	14.00%	14.00%	14.00%	13.87%	12.68%

¹ The amounts presented for each fiscal year is of the valuation determined one year in arrears from the basic financial statements. For example, the fiscal year 2018 basic financial statements are based on the 2017 valuation.



SUPPLEMENTARY INFORMATION



**SUPPLEMENTARY INFORMATION - CAPITAL ASSETS USED IN
THE OPERATION OF GOVERNMENTAL FUNDS**

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**CAPITAL ASSETS USED IN THE OPERATION OF GOVERNMENTAL FUNDS
SCHEDULE BY SOURCES**

June 30, 2024

Governmental funds capital assets

Land	\$ 1,577,090
Buildings and improvements, and water rights	8,416,405
Revenue & support vehicles	9,947,011
Other equipment	2,402,503
Construction in progress	<u>249,670</u>
Total governmental funds capital assets	<u>\$ 22,592,679</u>

Investments in governmental capital assets by source

General fund	\$ 2,909,394
Special revenue funds	<u>19,683,285</u>
Total governmental funds capital assets ¹	<u>\$ 22,592,679</u>

¹ The assets are reported at the historical cost, not the net book values.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**CAPITAL ASSETS USED IN THE OPERATION OF GOVERNMENTAL FUNDS
SCHEDULE BY FUNCTION AND ACTIVITY**

June 30, 2024

Function and Activity	Land	Buildings and improvements and water rights	Revenue & support vehicles	Other equipment	Construction in progress	Total
General government	\$ 702,500	\$ 1,351,886	\$ -	\$ 855,008	\$ -	\$ 2,909,394
Metropolitan planning	-	-	-	186,712	-	186,712
Transportation services	874,590	7,064,519	9,947,011	1,360,783	249,670	19,496,573
Total governmental funds capital assets ¹	<u>\$ 1,577,090</u>	<u>\$ 8,416,405</u>	<u>\$ 9,947,011</u>	<u>\$ 2,402,503</u>	<u>\$ 249,670</u>	<u>\$ 22,592,679</u>

¹ The assets are reported at the historical cost, not the net book value.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**CAPITAL ASSETS USED IN THE OPERATION OF GOVERNMENTAL FUNDS
SCHEDULE OF CHANGES BY FUNCTION AND ACTIVITY**

Year ended June 30, 2024

Function and Activity	Governmental Funds Capital Assets July 1, 2023	Additions	Deletions	Governmental Funds Capital Assets June 30, 2024
General government	\$ 3,139,394	\$ -	\$ (230,000)	\$ 2,909,394
Metropolitan planning	186,712	-	-	186,712
Transportation services	<u>18,388,771</u>	<u>1,628,178</u>	<u>(520,376)</u>	<u>19,496,573</u>
Total governmental funds capital assets ¹	<u>\$ 21,714,877</u>	<u>\$ 1,628,178</u>	<u>\$ (750,376)</u>	<u>\$ 22,592,679</u>

¹ The assets are reported at the historical cost, not the net book value.



OTHER REPORTING INFORMATION SECTION - *(Unaudited)*

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CURRENT EXPENDITURES - BUDGET AND ACTUAL
GENERAL FUND**

(Regional Street and Highway Fund)

Year ended June 30, 2024

With comparative actual amounts for the year ended June 30, 2023

	<u>Actual Amounts</u>	<u>Final Budget</u>	<u>Variance to Final Budget</u>	<u>2023 Actual Amounts</u>
Labor	\$ 3,119,857	\$ 2,495,123	\$ (624,734)	\$ 2,701,284
Fringe	1,650,771	1,172,634	(478,137)	1,324,159
Services	2,614,783	4,305,501	1,690,718	1,894,557
Materials and supplies	96,316	87,211	(9,105)	80,325
Utilities	30,413	32,467	2,054	40,916
Insurance costs	33,550	135,000	101,450	31,075
Miscellaneous expense	519,183	460,752	(58,431)	4,938,147
Street and highway projects	81,537,778	109,581,013	28,043,235	75,791,348
Total current expenditures	<u>\$ 89,602,651</u>	<u>\$ 118,269,701</u>	<u>\$ 28,667,050</u>	<u>\$ 86,801,811</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CURRENT EXPENDITURES - BUDGET AND ACTUAL
DEBT SERVICE FUND**

Year ended June 30, 2024

With comparative actual amounts for the year ended June 30, 2023

	<u>Actual Amounts</u>	<u>Final Budget</u>	<u>Variance to Final Budget</u>	<u>2023 Actual Amounts</u>
Principal	\$ 8,300,000	\$ 8,300,000	\$ -	\$ 7,910,000
Interest	15,740,111	14,631,273	(1,108,838)	15,026,773
Debt service fees and other fiscal charges	27,678	30,050	2,372	30,400
Total current expenditures	<u>\$ 24,067,789</u>	<u>\$ 22,961,323</u>	<u>\$ (1,106,466)</u>	<u>\$ 22,967,173</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CURRENT EXPENDITURES - BUDGET AND ACTUAL
SPECIAL REVENUE FUND
(Regional Road Impact Fee Fund)**

Year ended June 30, 2024

With comparative actual amounts for the year ended June 30, 2023

	<u>Actual Amounts</u>	<u>Final Budget</u>	<u>Variance to Final Budget</u>	<u>2023 Actual Amounts</u>
Labor	\$ -	\$ 437,314	\$ 437,314	\$ 67,310
Fringe	-	203,598	203,598	33,153
Services	17,346	189,196	171,850	32,001
Materials and supplies	-	10,871	10,871	1,310
Utilities	-	5,673	5,673	1,021
Miscellaneous expense	12,895	29,373	16,478	5,042
Capacity improvement projects	18,360,562	25,986,905	7,626,343	12,414,861
Total current expenditures	<u>\$ 18,390,803</u>	<u>\$ 26,862,930</u>	<u>\$ 8,472,127</u>	<u>\$ 12,554,698</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CURRENT EXPENDITURES - BUDGET AND ACTUAL
SPECIAL REVENUE FUND
(Paratransit Services Fund)**

Year ended June 30, 2024

With comparative actual amounts for the year ended June 30, 2023

	<u>Actual Amounts</u>	<u>Final Budget</u>	<u>Variance to Final Budget</u>	<u>2023 Actual Amounts</u>
Labor	\$ 832,549	\$ 981,857	\$ 149,308	\$ 726,826
Fringe	442,999	464,812	21,813	357,996
Services	368,905	541,817	172,912	424,787
Materials and supplies	364,372	332,037	(32,335)	265,288
Utilities	61,460	92,806	31,346	55,458
Casualty/liability insurance	67,100	65,000	(2,100)	62,149
Miscellaneous expense	686,553	243,384	(443,169)	566,173
Purchased transportation services	8,557,733	11,368,946	2,811,213	7,534,617
Total current expenditures ¹	<u>\$ 11,381,671</u>	<u>\$ 14,090,659</u>	<u>\$ 2,708,988</u>	<u>\$ 9,993,294</u>

¹ The total current expenditures does not include capital outlay expenditures of \$1,628,178.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CURRENT EXPENDITURES - BUDGET AND ACTUAL
SPECIAL REVENUE FUND - NONMAJOR FUND
(Metropolitan Planning Organization Fund)**

Year ended June 30, 2024

With comparative actual amounts for the year ended June 30, 2023

	<u>Actual Amounts</u>	<u>Final Budget</u>	<u>Variance to Final Budget</u>	<u>2023 Actual Amounts</u>
Labor	\$ 885,719	\$ 1,161,734	\$ 276,015	\$ 990,554
Fringe	471,291	556,251	84,960	494,028
Services	1,847,384	1,902,092	54,708	706,154
Materials and supplies	29,635	31,640	2,005	25,313
Utilities	8,667	15,208	6,541	15,031
Casualty/liability insurance	16,775	17,500	725	15,538
Miscellaneous expense	201,041	290,969	89,928	205,977
Total current expenditures	<u>\$ 3,460,512</u>	<u>\$ 3,975,394</u>	<u>\$ 514,882</u>	<u>\$ 2,452,595</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
DEBT SERVICE FUND**

Year ended June 30, 2024

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance to Final Budget</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
Investment income	\$ -	\$ -	\$ 508,051	\$ 508,051
Total revenues	<u>-</u>	<u>-</u>	<u>508,051</u>	<u>508,051</u>
Expenditures				
Current:				
Debt service:				
Principal	8,300,000	8,300,000	8,300,000	-
Interest	14,631,273	14,631,273	15,740,111	(1,108,838)
Debt service fees and other fiscal charges	30,050	30,050	27,678	2,372
Total expenditures	<u>22,961,323</u>	<u>22,961,323</u>	<u>24,067,789</u>	<u>(1,106,466)</u>
Deficiency of revenues under expenditures	<u>(22,961,323)</u>	<u>(22,961,323)</u>	<u>(23,559,738)</u>	<u>(598,415)</u>
Other financing sources				
Transfers in	22,961,323	22,961,323	23,407,037	445,714
Total other financing sources	<u>22,961,323</u>	<u>22,961,323</u>	<u>23,407,037</u>	<u>445,714</u>
Net change in fund balance	-	-	(152,701)	(152,701)
Fund balance - beginning	<u>24,260,599</u>	<u>24,260,599</u>	<u>24,917,497</u>	<u>656,898</u>
Fund balance - ending	<u>\$ 24,260,599</u>	<u>\$ 24,260,599</u>	<u>\$ 24,764,796</u>	<u>\$ 504,197</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
BUDGET AND ACTUAL
PROPRIETARY FUND
ENTERPRISE FUND
(Public Transit Fund)**

Year ended June 30, 2024

With comparative actual amounts for the year ended June 30, 2023

	2024			2023
	Final Budget	Actual Amounts	Variance to Final Budget	Actual Amounts
Operating revenues				
Passenger fares	\$ 3,178,333	\$ 3,402,018	\$ 223,685	\$ 3,097,240
Bus advertising	195,700	135,780	(59,920)	193,552
Rental income	403,140	403,140	-	402,313
Miscellaneous	50,000	50,335	335	96,016
Total operating revenues	<u>3,827,173</u>	<u>3,991,273</u>	<u>164,100</u>	<u>3,789,121</u>
Operating expenses				
General administration	41,813,412	37,656,349	4,157,063	36,785,709
Depreciation	9,500,004	9,156,216	343,788	8,922,080
Total operating expenses	<u>51,313,416</u>	<u>46,812,565</u>	<u>4,500,851</u>	<u>45,707,789</u>
Operating loss	<u>(47,486,243)</u>	<u>(42,821,292)</u>	<u>4,664,951</u>	<u>(41,918,668)</u>
Nonoperating revenues				
Operating subsidies:				
Federal government grants	12,811,545	1,428,706	(11,382,839)	6,878,993
State grants	-	969	969	1,027
Other revenue:				
Public transportation tax	17,380,384	14,581,400	(2,798,984)	15,936,439
Public transportation taxes pledged	15,586,922	15,054,267	(532,655)	14,624,293
Investment income	-	1,688,725	1,688,725	966,554
Gain (loss) on sale of capital assets	20,000	-	(20,000)	(229,323)
Total nonoperating revenues	<u>45,798,851</u>	<u>32,754,067</u>	<u>(13,044,784)</u>	<u>38,177,983</u>
Income (loss) before capital contributions and transfers	(1,687,392)	(10,067,225)	(8,379,833)	(3,740,685)
Capital contributions				
Federal grants	10,314,416	3,408,955	(6,905,461)	6,278,805
Total capital contributions	<u>10,314,416</u>	<u>3,408,955</u>	<u>(6,905,461)</u>	<u>6,278,805</u>
Transfers out	<u>(240,000)</u>	<u>(240,000)</u>	<u>-</u>	<u>(240,000)</u>
CHANGE IN NET POSITION	<u>\$ 8,387,024</u>	<u>\$ (6,898,270)</u>	<u>\$ (15,285,294)</u>	<u>\$ 2,298,120</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF EXPENSES BY OBJECT CLASSES - BUDGET AND ACTUAL
PROPRIETARY FUND
ENTERPRISE FUND
(Public Transit Fund)**

Year ended June 30, 2024

With comparative actual amounts for the year ended June 30, 2023

	<u>Actual Amounts</u>	<u>Final Budget</u>	<u>Variance to Final Budget</u>	<u>2023 Actual Amounts</u>
Labor	\$ 1,946,419	\$ 2,773,725	\$ 827,306	\$ 2,037,552
Fringe	1,156,166	1,738,923	582,757	1,421,064
Services	4,507,543	5,214,544	707,001	3,784,536
Materials and supplies	1,647,487	2,285,420	637,933	1,784,653
Utilities	508,914	557,446	48,532	544,960
Casualty/liability insurance	236,236	232,500	(3,736)	322,573
Miscellaneous expenses	328,426	461,482	133,056	867,844
Purchased transportation services	<u>27,325,158</u>	<u>28,549,386</u>	<u>1,224,228</u>	<u>26,022,527</u>
Operating expenses before depreciation	37,656,349	41,813,426	4,157,077	36,785,709
 Depreciation	 9,156,216	 9,500,000	 343,784	 8,922,080
Total operating expenses	<u>\$ 46,812,565</u>	<u>\$ 51,313,426</u>	<u>\$ 4,500,861</u>	<u>\$ 45,707,789</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF SPECIAL AND REGULAR MOTOR
VEHICLE FUEL TAX COLLECTIONS BY MONTH**

Year ended June 30, 2024

Date Collected by State of Nevada	RTC Special Motor Vehicle Fuel Tax - 4¢	RTC Special Motor Vehicle Fuel Tax - 5¢	RTC Special Motor Vehicle Fuel Tax - CPI Index ¹	RTC Special Motor Vehicle Fuel Tax - PPI Index ²	Local Regular Motor Vehicle Fuel Tax - 5.35¢	Local Regular Motor Vehicle Fuel Tax - 1¢	Local Regular Motor Vehicle Fuel Tax - Index	Total
July 2023	\$ 587,930	\$ 748,274	\$ 1,440,171	\$ 6,144,476	\$ 727,869	\$ 148,467	\$ 1,016,118	\$ 10,813,305
August 2023	633,309	806,030	1,551,243	6,686,374	749,312	159,927	1,094,485	11,680,680
September 2023	586,776	746,806	1,437,344	6,286,522	694,507	148,176	1,014,123	10,914,254
October 2023	573,386	729,764	1,404,465	6,133,620	698,570	144,794	990,925	10,675,524
November 2023	538,055	684,798	1,317,936	5,683,533	649,705	135,875	929,874	9,939,776
December 2023	541,412	689,070	1,336,873	5,521,482	665,390	140,395	943,235	9,837,857
January 2024	507,548	645,971	1,233,840	5,331,301	621,029	127,328	870,540	9,337,557
February 2024	506,382	644,486	1,240,296	5,180,064	608,173	127,874	875,095	9,182,370
March 2024	533,403	678,876	1,306,579	5,495,841	661,293	134,697	921,861	9,732,550
April 2024	550,920	701,172	1,349,488	5,740,445	670,820	139,121	952,136	10,104,102
May 2024	586,794	746,828	1,437,143	6,165,642	709,125	148,180	1,013,981	10,807,693
June 2024	577,506	735,007	1,414,539	6,091,425	702,550	145,835	998,033	10,664,895
	<u>\$ 6,723,421</u>	<u>\$ 8,557,082</u>	<u>\$ 16,469,917</u>	<u>\$ 70,460,726</u>	<u>\$ 8,158,343</u>	<u>\$ 1,700,669</u>	<u>\$ 11,620,406</u>	<u>\$ 123,690,564</u>

Allocation

Regional Transportation Commission, Washoe County, Nevada

General Fund	\$ 100,131,146
Regional Road Impact Fee Fund	400,000
Other governmental funds	1,680,000
	<u>102,211,146</u>

Distributed to the City of Reno, City of Sparks
and Washoe County, Nevada by the State

	21,479,418
	<u>\$ 123,690,564</u>

Notes:

- ¹ From October 2003 through December 2009, the Washoe County Tax Ordinance provided that the rate of levy of the 9 cent motor vehicle fuel tax would be increased on the first day of each fiscal year by the lesser of (i) 4.5 percent or (ii) the average percentage of the increase in the Consumer Price Index for West Urban Consumers for the preceding 5 years.
- ² On November 4, 2008, the voters of Washoe County approved Washoe County Ballot Question RTC-5 which imposed additional county taxes on motor vehicle fuel and various special fuels used in motor vehicles. These taxes cause annual increases in the current amount of taxes imposed on such fuels based upon the lesser of the average increase in the Producer Price Index for construction materials for the preceding 10 years or 7.8%. SB201 carried out the ballot question and it became effective January 1, 2010. The new basis for calculation is the 9 cent per gallon rate indexed by the CPI through December 31, 2009 for a base rate of 10.5621 cents per gallon.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CONSTRUCTION PROJECT EXPENDITURES
GENERAL FUND
(Regional Street and Highway Fund)**

Year ended June 30, 2024

	<u>Right- of-way Acquisition</u>	<u>Engineering and Inspection</u>	<u>Construction</u>	<u>Total</u>
All Jurisdictions				
2023 Preventive Maintenance	\$ -	\$ 359,045	\$ 6,260,164	\$ 6,619,209
2024 Corrective Maintenance	-	283,103	-	283,103
2024 Preventive Maintenance	-	548,340	4,218,914	4,767,254
ITS Traffic Management 4	-	13,595	396,714	410,309
SS4 Preliminary Engineering	-	28,838	-	28,838
Traffic Signal Modification 22-01	24,495	2,406	-	26,901
Traffic Signal Modification 23-01	8,000	41,451	-	49,451
Traffic Signal Modification 24-01	-	530,669	-	530,669
Traffic Signal Modification 25-01	-	155,432	-	155,432
	<u>32,495</u>	<u>1,962,879</u>	<u>10,875,792</u>	<u>12,871,166</u>
City of Reno				
2023 Bridge Maintenance	-	157,476	1,844,752	2,002,228
2025 Bridge Maintenance	-	24,005	-	24,005
2023 Corrective Maintenance - Vine St./2nd St./Ceter St.	-	51,935	1,294,010	1,345,945
1 st. Street Rehab - Virginia St. to Sierra St.	8,659	149,416	1,132,792	1,290,867
Arlington Bridges	-	2,770,486	-	2,770,486
Arrowcreek Parkway - Rubbleston Dr./S. Virginia St.	-	147,107	2,819,943	2,967,050
Arrowcreek/Wedge Rehabilitation - Thomas Creek to Wedge Pkwy./Mt. Rose HWY. to White Creek Ln.	-	196,704	-	196,704
Buck Drive Circulation - Lemmon Dr. to N. Hill Blvd.	-	119,374	-	119,374
California Ave Rehab - Newlands Cir./Arlington Ave.	-	99,466	1,586,749	1,686,215
City of Reno Micromobility Pilot	-	-	8,459	8,459
Downtown Reno Micromobility	-	155,982	-	155,982
Golden Valley/Beckwourth	-	1,520	-	1,520
Holcomb Ave Rehab - Liberty St./Burns St.	-	130,933	1,739,339	1,870,272
Keystone Ave. Bridge	-	1,191,331	-	1,191,331
Kietzke Ln. ITS - Mill St. To 2nd St./Pringle Wy. To Kietzke Ln.	-	106,240	-	106,240
Las Brisas and Los Altos Resurfacing	1,378	96,772	2,168,024	2,266,174
Lemmon Drive Traffic Improvement - Fleetwood Dr. to Ramsey Wy.	-	835,695	-	835,695
LiDAR Living Lab & Imple	-	94,696	-	94,696
McCarran Blvd. Safety & Operational Improvement - El Rancho to Rock Blvd/ Plumb Ln. to S. Virginia St.	-	10,260	-	10,260
Meadowood Rehabilitation - Meadowood Mall Wy./Meadowood Cir./Neil Wy.	-	100,854	-	100,854
Mill Street Capacity & Safety - Kietzke Ln. to Terminal Wy.	890,356	403,725	-	1,294,081
North Valleys & North Virginia -Panther Dr. to Stead Blvd.	-	837,617	-	837,617
N. Virginia Street University Rehabilitation - Lawlor Roundabout to N. McCarran Blvd.	-	189,783	254,364	444,147
Oddie/Wells Corridor Multi-Modal	125	980,597	8,888,906	9,869,628
Peckham Ln. - Baker Ln. to Virginia St.	-	1,740	-	1,740
Pembroke Dr. Capacity & Safety - McCarran Blvd to Veterans Pkwy	-	194,075	-	194,075
Prater and S. Virginia Pavement - Pyramid Wy. to Stanford Wy./Peckham Ln. to Longley Ln.	-	31,770	-	31,770
Raleigh Heights Rehabilitation - Carlyle Dr./Yorkshire Dr./Lancaster Dr.	-	188,153	-	188,153
Reno Consolidated 20-01 - Mayberry Dr./California Ave/First St.	-	1,095	-	1,095
Reno Consolidated 23-01 - Sutro St./Enterprise Rd	-	36,080	253,118	289,198
S. Virginia St. NB Widening - Longley Ln/ I-580 NB off ramp	54,980	134,111	315,699	504,790
Selmi Dr. Rehab - Sutro St. to Clear Acre Ln.	-	251,009	1,428,761	1,679,770
Sierra St. Bridge	-	985,559	-	985,559
South Meadows Traffic Enhancements	35,786	209,902	2,732,103	2,977,791
Traffic Signal Fiber 25-01	-	30,248	-	30,248
Traffic Signal Installation 23-01	11,850	84,513	326,439	422,802
University Way One-Way Traffic Study - University Way/Virginia St./ Sierra St.	-	78,815	-	78,815
Veterans Parkway ITS - Steamboat Pkwy. to Long Meadow Dr.	900	81,894	-	82,794
West Fourth St. Downtown- Evans Ave. to Keystone Ave.	-	220,736	-	220,736
West Fourth St. Safety - Keystone Ave. to McCarran Blvd	-	392,270	-	392,270
	<u>1,004,034</u>	<u>11,773,944</u>	<u>26,793,458</u>	<u>39,571,436</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CONSTRUCTION PROJECT EXPENDITURES
GENERAL FUND
(Regional Street and Highway Fund)**

Year ended June 30, 2024

	<u>Right- of-way Acquisition</u>	<u>Engineering and Inspection</u>	<u>Construction</u>	<u>Total</u>
City of Sparks				
2023 Corrective Maintenance	\$ -	\$ 22,257	\$ 554,576	\$ 576,833
4th St. - Greenbrae Dr./Gault Wy.	-	100,823	1,827,429	1,928,252
Las Brisas and Los Altos Resurfacing	1,377	96,772	2,168,024	2,266,173
McCarran Blvd. Safety & Operational Improvement - El Ranch to Rock Blvd./Plumb Ln. to S. Virginia St.	-	10,260	-	10,260
Oddie/Wells Corridor Multi-Modal	125	980,596	8,888,907	9,869,628
Prater and S. Virginia Pavement - Pyramid Wy. to Stanford Wy./Peckham Ln. to Longley Ln.	-	13,616	-	13,616
Sparks Blvd Capacity Improvement	10,145	1,615,540	38,411	1,664,096
Stanford Wy Rehab - Glendale Ave. to Greg St.	-	214,332	181,593	2,030,275
Traffic Signal Fiber 25-01	-	16,288	-	16,288
Traffic Signal Installation 23-01	11,850	84,513	326,439	422,802
Vista Blvd. & Prater Way ITS - Prater Wy. to I80/Sparks Blvd. to Vista Blvd.	-	212,259	-	212,259
	<u>23,497</u>	<u>3,367,256</u>	<u>15,619,729</u>	<u>19,010,482</u>
Washoe County				
Arrowcreek Parkway - Rubblestone Dr./S. Virginia St.	-	7,742	148,418	156,160
Arrowcreek/Wedge Rehabilitation - Thomas Creek to Wedge Pkwy/ Mt Rose HWY. to White Creek Ln.	-	84,302	-	84,302
Butch Cassidy Drive Extension - Thomas Creek Rd. to Edmonton Dr.	-	138,888	-	138,888
Eagle Canyon Safety and Operations- Richard Springs Blvd. to Calle De La Pl.	-	114,081	-	114,081
Lemmon Valley - Spanish Springs Connector - Lemmon Dr. to Pyramid Hwy	-	390	-	390
	<u>-</u>	<u>345,403</u>	<u>148,418</u>	<u>493,821</u>
NV Department of Transportation				
Geiger Grade Road Realignment	-	15,355	-	15,355
N. McCarran Blvd. & Pyramid HWY. Fiber - Sullivan Ln. to Rock Blvd./I-80 to C St.	-	109,520	1,313,497	1,423,017
Pyramid Highway/US 395 connector	-	-	5,688,627	5,688,627
Pyramid Highway Intelligent Corridor - Baring Blvd/Vista Blvd/Los Altos Pkwy	-	417,925	555,722	973,647
Pyramid Highway Operations Improvements - Ingenuity Ave. to Egyptian Dr.	-	222,403	-	222,403
Pyramid Way, Sparks Blvd. & Pyramid Highland Ranch Intersection	-	475,841	-	475,841
SR445 Pyramid Pavement Preservation - C St. to Tyler Wy.	-	200,000	-	200,000
Sun Valley Blvd. Corridor Improvements Ph2 - Scottsdale Rd. to 7th Ave.	-	354,199	-	354,199
Veterans Roundabout Modifications	-	136,488	-	136,488
Vista Blvd. & Prater Way ITS	-	101,296	-	101,296
	<u>-</u>	<u>2,033,027</u>	<u>7,557,846</u>	<u>9,590,873</u>
 Total All Projects	 <u>\$ 1,060,026</u>	 <u>\$ 19,482,509</u>	 <u>\$ 60,995,243</u>	 <u>\$ 81,537,778</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CONSTRUCTION PROJECT EXPENDITURES
SPECIAL REVENUE FUND
(Regional Road Impact Fee Fund)**

Year ended June 30, 2024

	Right- of-way Acquisition	Engineering and Inspection	Construction	Impact Fee Credits/Waivers	Total
North Service Area					
Sky Vista	\$ -	\$ 511,664	\$ 8,125,405	\$ -	\$ 8,637,069
Military Road Capacity	-	993,918	-	-	993,918
Impact Credits/Waivers	-	-	-	1,307,825	1,307,825
	-	1,505,582	8,125,405	1,307,825	10,938,812
South Service Area					
T/E Spot Intersection Improvements 10	-	145,329	2,738,798	-	2,884,127
Steamboat Parkway Improvement	1,159,888	308,040	3,069,695	-	4,537,623
	1,159,888	453,369	5,808,493	-	7,421,750
 Total All Projects	<u>\$ 1,159,888</u>	<u>\$ 1,958,951</u>	<u>\$ 13,933,898</u>	<u>\$ 1,307,825</u>	<u>\$ 18,360,562</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CHANGES IN RESERVE
FOR PROJECT APPROPRIATIONS
GENERAL FUND
(Regional Street and Highway Fund)**

Year ended June 30, 2024

	Reserve for Project Appropriations July 1, 2023	New Project Appropriations	Expenditures	Net Project Adjustments	Reserve for Project Appropriations June 30, 2024
All Jurisdictions					
2022 Preventive Maintenance					
Engineering and inspection	\$ 154,956	\$ -	\$ -	\$ (154,956)	\$ -
Construction	171,991	-	-	(171,991)	-
2023 Preventive Maintenance					
Engineering and inspection	730,236	-	359,045	(371,191)	-
Construction	7,093,390	-	6,260,164	(833,226)	-
2024 Preventive Maintenance					
Engineering and inspection	-	957,440	548,340	-	409,100
Construction	-	9,439,952	4,218,914	-	5,221,038
2024 Corrective Maintenance					
Engineering and inspection	-	1,255,800	283,103	-	972,697
2023 Traffic Engineering & ITS					
Construction	348,998	-	-	(348,998)	-
Bus Stop Improvement Connectivity Program TO3					
Right-of-way acquisition	108	-	-	(108)	-
Engineering and inspection	293,810	-	-	(293,810)	-
Construction	474,242	-	-	(474,242)	-
SS4 Preliminary Engineering					
Engineering and inspection	43,107	-	28,838	-	14,269
Traffic Management 4					
Engineering and inspection	-	-	13,595	13,595	-
Construction	-	-	396,714	396,714	-
Traffic Signal Modification 22-01					
Right-of-way acquisition	-	-	24,495	24,700	205
Engineering and inspection	-	-	2,406	309,495	307,089
Construction	-	-	-	635,279	635,279
Traffic Signal Modification 23-01					
Right-of-way acquisition	-	8,000	8,000	-	-
Engineering and inspection	70,508	-	41,451	32,865	61,922
Construction	1,620,617	1,597,603	-	(32,865)	3,185,355
Traffic Signal Modification 24-01					
Engineering and inspection	440,315	589,930	530,669	-	499,576
Construction	-	444,137	-	-	444,137
Traffic Signal Modification 25-01					
Engineering and inspection	-	700,000	155,432	-	544,568
Construction	-	1,300,000	-	-	1,300,000
Total All Jurisdictions	11,442,278	16,292,862	12,871,166	(1,268,739)	13,595,235
City of Reno					
2023 Bridge Maintenance					
Engineering and inspection	426,379	-	157,476	(268,903)	-
Construction	1,000,000	670,849	1,844,752	173,903	-
2025 Bridge Maintenance					
Engineering and inspection	-	349,941	24,005	-	325,936
2023 Corrective Maintenance					
Engineering and inspection	288,186	-	51,935	(236,251)	-
Construction	850,000	-	1,294,010	444,010	-
1st Street Rehab and Signal Replacement					
Right-of-way acquisition	-	11,159	8,659	-	2,500
Engineering and inspection	232,281	-	149,416	(39,432)	43,433
Construction	1,040,000	181,575	1,132,792	39,432	128,215
Arlington Bridge Replacement					
Engineering and inspection	5,942,388	-	2,770,486	-	3,171,902
Construction	21,000,000	746,251	-	-	21,746,251
Arrowcreek Parkway - Rubblestone Dr./S. Virginia St.					
Engineering and inspection	207,264	-	147,107	(60,157)	-
Construction	3,148,356	-	2,819,943	(328,413)	-
Arrowcreek/Wedge Rehabilitation - Thomas Creek to Wedge Pkwy/Mt Rose HWY to White Creek Ln.					
Engineering and inspection	-	619,514	196,704	-	422,810
Construction	-	241,486	-	-	241,486
Buck Drive Circulation - Lemmon Dr. to N. Hill Blvd.					
Engineering and inspection	-	511,164	119,374	-	391,790
California Ave Rehab - Newlands CIR./Arlington Ave.					
Engineering and inspection	180,446	-	99,466	(80,980)	-
Construction	2,049,879	-	1,586,749	(463,130)	-
Center Street multi-modal Improvements					
Engineering and inspection	2,629,138	-	-	(2,629,138)	-
City of Reno Micromobility Pilot					
Engineering and inspection	6,253	-	-	-	6,253
Construction	61,812	-	8,459	-	53,353
Downtown Reno Micromobility					
Engineering and inspection	-	2,498,920	155,982	-	2,342,938

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CHANGES IN RESERVE
FOR PROJECT APPROPRIATIONS
GENERAL FUND
(Regional Street and Highway Fund)**

Year ended June 30, 2024

	Reserve for Project Appropriations July 1, 2023	New Project Appropriations	Expenditures	Net Project Adjustments	Reserve for Project Appropriations June 30, 2024
Geiger Grade Road Realignment					
Engineering and inspection	\$ 1,737	\$ -	\$ -	\$ (1,737)	\$ -
Golden Valley/Beckwourth					
Engineering and inspection	-	1,520	1,520	-	-
Holcomb Ave Rehab - LibertySt./Burns St.					
Engineering and inspection	159,133	-	130,933	(28,200)	-
Construction	1,747,663	-	1,739,339	(8,324)	-
Keystone Bridge Replacement					
Engineering and inspection	1,358,582	300,000	1,191,331	-	467,251
Construction	-	3,325,456	-	-	3,325,456
Kietzke Ln. ITS - Mill St. to 2nd St./Pringle Wy to Kierzke Ln.					
Engineering and inspection	281,724	-	106,240	(102,140)	73,344
Construction	694,960	619,907	-	102,140	1,417,007
Las Brias and Los Altos Resurfacing					
Right-of-way acquisition	2,000	-	1,378	(500)	122
Engineering and inspection	175,687	-	96,772	(51,001)	27,914
Construction	1,006,265	1,166,381	2,168,024	51,501	56,123
Lemmon Dr.- US 395 to Military Rd					
Engineering and inspection	1,529	-	-	(1,529)	-
Construction	302,578	-	-	(302,578)	-
Lemmon Dr Traffic Improvement - Fleetwood Dr. to Ramsey Wy.					
Engineering and inspection	-	24,000,000	835,695	-	23,164,305
Construction	-	26,783,739	-	-	26,783,739
LiDAR Living Lab & Imple					
Engineering and inspection	101,068	-	94,696	-	6,372
McCarran Blvd. Safety & Operational Improv.- El Rancho to Rock Blvd/Plumb Ln. to S. Virginia St.					
Engineering and inspection	-	672,685	10,260	-	662,425
Mill Street Capacity & Safety - Kietzke Ln. to Terminal Wy.					
Right-of-way acquisition	1,030,790	260,514	890,356	-	400,948
Engineering and inspection	342,076	3,963,685	403,725	-	3,902,036
Construction	834,980	-	-	-	834,980
Mill Street Complete Street - E. McCarran to Terminal Wy.					
Right-of-way acquisition	14,476	-	-	(14,476)	-
Engineering and inspection	36,636	-	-	(36,636)	-
Meadowood Rehabilitation - Meadowood Mall Wy./ Meadowood Cir./Neil Wy.					
Engineering and inspection	-	288,511	100,854	-	187,657
North Valleys & North Virginia - Panther Dr. to Stead Blvd.					
Engineering and inspection	-	1,544,982	837,617	-	707,365
N. Virginia St. University Rehabilitation - Lawlor Roundabout to N. McCarran Blvd.					
Engineering and inspection	363,163	-	189,783	(9,370)	164,010
Construction	-	2,092,732	254,364	9,370	1,847,738
Oddie/Wells corridor multi-modal improvements					
Right-of-way acquisition	-	125	125	-	-
Engineering and inspection	774,360	-	980,597	536,500	330,263
Construction	9,986,896	99,819	8,888,906	(536,500)	661,309
Peckham Lane - Baker Ln. to Virginia St					
Right-of-way acquisition	10,456	-	-	-	10,456
Engineering and inspection	33,086	-	1,740	-	31,346
Construction	80,719	-	-	-	80,719
Pembroke Dr. Capacity & Safety - McCarran Blvd to Veterans Pkwy					
Engineering and inspection	1,870,534	-	194,075	-	1,676,459
Prater and S. virginia Pavement - Pyramid Wy. to Stanford Wy./Peckham Ln. to Longley Ln.					
Engineering and inspection	-	45,360	31,770	-	13,590
Raleigh Heights Rehab - Carlyle Dr./Yorkshire Dr./Lancaster Dr.					
Engineering and inspection	589,226	-	188,153	6,932	408,005
Construction	-	3,487,939	-	(6,932)	3,481,007
Reno Consolidated 20-01-Mayberry Dr./California Ave First St.					
Engineering and inspection	-	1,095	1,095	-	-
Reno Consolidated 23-01 - Sutro St./Enterprise Rd.					
Engineering and inspection	43,297	-	36,080	(7,217)	-
Construction	569,154	-	253,118	(316,036)	-

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CHANGES IN RESERVE
FOR PROJECT APPROPRIATIONS
GENERAL FUND
(Regional Street and Highway Fund)**

Year ended June 30, 2024

	Reserve for Project Appropriations July 1, 2023	New Project Appropriations	Expenditures	Net Project Adjustments	Reserve for Project Appropriations June 30, 2024
Reno Sparks Indian Colony riverside pathway					
Right-of-way acquisition	\$ 82,600	\$ -	\$ -	\$ (82,600)	\$ -
Engineering and inspection	225,517	-	-	(225,517)	-
S. Virginia St. NB Widening-Longley Ln./I-580 NB off ramp					
Right-of-way acquisition	-	54,980	54,980	-	-
Engineering and inspection	1,798,651	-	134,111	(973,999)	690,541
Construction	-	6,865,675	315,699	973,899	7,523,875
Semi Dr. Rehab - Sutro St. to Clear Acre Ln.					
Engineering and inspection	320,409	-	251,009	(59,324)	10,076
Construction	-	1,453,082	1,428,761	59,324	83,645
Sierra Bridge Replacement					
Engineering and inspection	3,817,787	3,293,079	985,559	-	6,125,307
Construction	-	20,246,864	-	-	20,246,864
Sixth Street Safety - Virginia St. to 4th St.					
Engineering and inspection	-	1,100,000	-	-	1,100,000
Construction	-	23,372,045	-	-	23,372,045
South Meadows Traffic Enhancements					
Right-of-way acquisition	-	43,786	35,786	(8,000)	-
Engineering and inspection	2,165,828	-	209,902	(1,879,261)	76,665
Construction	-	1,737,747	2,732,103	1,887,261	892,905
Traffic Management 4					
Engineering and inspection	1,521	-	-	(1,521)	-
Construction	343,514	-	-	(343,514)	-
Traffic Signal Installation 22-01					
Engineering and inspection	-	-	-	-	-
Construction	137,065	-	-	(137,065)	-
Traffic Signal Modification 22-01					
Engineering and inspection	30,950	-	-	(30,950)	-
Construction	65,998	-	-	(65,998)	-
Traffic Signal Fiber 25-01					
Engineering and inspection	-	322,487	30,248	-	292,239
Traffic Signal Installation 23-01					
Right-of-way acquisition	-	11,850	11,850	-	-
Engineering and inspection	239,279	-	84,513	-	154,766
Construction	754,055	158,383	326,439	-	585,999
University Way One-Way Traffic Study - University Wy./Virginia					
Engineering and inspection	-	90,800	78,815	-	11,985
Veterans Parkway ITS - Steamboat Pkwy to Long Meadow Dr.					
Right-of-way acquisition	-	900	900	-	-
Engineering and inspection	-	500,000	81,894	-	418,106
Construction	-	1,499,100	-	-	1,499,100
Virginia St. Bus Rapid Transit extension					
Engineering and inspection	1,425,040	-	-	(1,425,040)	-
Construction	852,571	-	-	(852,571)	-
West Fourth St. Downtown - Evans Ave. to Keystone Ave.					
Engineering and inspection	355,444	386,036	220,736	-	520,744
West Fourth St. Safety - Keystone Ave. to McCarran Blvd					
Engineering and inspection	1,179,613	-	392,270	-	787,343
Construction	-	13,828,000	-	-	13,828,000
Total City of Reno	<u>75,270,999</u>	<u>149,450,123</u>	<u>39,571,436</u>	<u>(7,330,668)</u>	<u>177,819,018</u>
City of Sparks					
2023 Corrective Maintenance					
Engineering and inspection	288,186	-	22,257	(265,929)	-
Construction	850,000	-	554,576	(295,424)	-
4th St. - Greenbrae Dr./Gault Wy.					
Engineering and inspection	190,528	-	100,823	(89,705)	-
Construction	1,992,204	-	1,827,429	(164,775)	-
Las Brias and Los Altos Resurfacing					
Right-of-way acquisition	2,000	-	1,377	(500)	123
Engineering and inspection	175,686	-	96,772	(51,001)	27,913
Construction	1,006,265	1,166,381	2,168,024	51,501	56,123
Legends Roundabouts - Sparks Blvd. to Marina Gate Dr.					
Right-of-way acquisition	-	1,100,000	-	-	1,100,000
Engineering and inspection	-	1,500,000	-	-	1,500,000
McCarran Blvd. Safety & Operational Improvement - El Rancho to Rock Blvd./Plumb Ln. to S. Virginia St.					
Engineering and inspection	-	672,685	10,260	-	662,425
Oddie/Wells Corridor multi-modal improvements					
Right-of-way acquisition	-	125	125	-	-
Engineering and inspection	774,360	-	980,596	536,500	330,264
Construction	9,986,895	99,819	8,888,907	(536,499)	661,308

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CHANGES IN RESERVE
FOR PROJECT APPROPRIATIONS
GENERAL FUND
(Regional Street and Highway Fund)**

Year ended June 30, 2024

	Reserve for Project Appropriations July 1, 2023	New Project Appropriations	Expenditures	Net Project Adjustments	Reserve for Project Appropriations June 30, 2024
Prater and S. Virginia Pavement - Pyramid Wy. to Stanford Wy./Peckham Ln. to Longley Ln. Engineering and inspection	\$ -	\$ 19,440	\$ 13,616	\$ -	\$ 5,824
Sparks Blvd					
Right-of-way acquisition	13,308	68,815	10,145	79,970	151,948
Engineering and inspection	3,029,483	78,185	1,615,540	(135,212)	1,356,916
Construction	194,615	57,649,000	38,411	(141,995)	57,663,209
Stanford Wy Rehab - Glendale Ave. to Greg St.					
Engineering and inspection	296,085	-	214,332	(25,000)	56,753
Construction	-	2,042,500	1,815,943	25,000	251,557
Traffic Management 4					
Engineering and inspection	218	-	-	(218)	-
Construction	49,073	-	-	(49,073)	-
Traffic Signal Fiber 25-01					
Engineering and inspection	-	173,648	16,288	-	157,360
Traffic Signal Modification 22-01					
Engineering and inspection	232,121	-	-	(232,121)	-
Construction	494,985	-	-	(494,985)	-
Traffic Signal Installation 23-01					
Right-of-way acquisition	-	11,850	11,850	-	-
Engineering and inspection	239,278	-	84,513	-	154,765
Construction	754,054	158,383	326,439	-	585,998
Vista Blvd. & Prater Way ITS - Prater Wy to I80/ Sparks Blvd. to Vista Blvd.					
Engineering and inspection	-	421,800	212,259	-	209,541
Construction	-	1,578,200	-	-	1,578,200
Total City of Sparks	<u>20,569,344</u>	<u>66,740,831</u>	<u>19,010,482</u>	<u>(1,789,466)</u>	<u>66,510,227</u>
Washoe County					
Arrowcreek Parkway - Rubblestone Dr./S. Virginia St.					
Engineering and inspection	-	-	7,742	7,742	-
Construction	-	-	148,418	148,418	-
Arrowcreek/Wedge Rehabilitation - Thomas Creek to Wedge Pkwy/Mt Rose HWY to White Creek Ln.					
Engineering and inspection	-	265,506	84,302	-	181,204
Construction	-	103,494	-	-	103,494
Butch Cassidy Drive Extension - Thomas Creek Rd. to Edmonton Dr.					
Engineering and inspection	-	2,057,725	138,888	-	1,918,837
Eagle Canyon Safety and Operations - Richard Springs Blvd. to Calle De La Pl.					
Engineering and inspection	-	298,199	114,081	-	184,118
Geiger Grade Road Realignment					
Engineering and inspection	3,474	-	-	(3,474)	-
Lemmon Drive- US 395 to Military Rd/Fleetwood to Chickadee					
Right-of-way acquisition	1,530	-	-	(1,530)	-
Engineering and inspection	302,579	-	-	(302,579)	-
Lemmon Valley - Spanish Springs Connector - Lemmon Dr. to Pyramid Hwy.					
Engineering and inspection	-	65,470	390	-	65,080
Total Washoe County	<u>307,583</u>	<u>2,790,394</u>	<u>493,821</u>	<u>(151,423)</u>	<u>2,452,733</u>
NV Department of Transportation					
Geiger Grade Road Realignment					
Engineering and inspection	12,159	1,373,975	15,355	5,211	1,375,990
McCarran/Leadship/Keystone Signal					
Construction	-	784,000	-	-	784,000
N. McCarran Blvd. & Pyramid Highway Fiber					
Engineering and inspection	344,677	-	109,520	(224,920)	10,237
Construction	1,089,643	22,951	1,313,497	224,920	24,017
Pyramid Highway/US 395 connector					
Engineering and inspection	7,740,789	-	-	-	7,740,789
Construction	12,236,421	-	5,688,627	-	6,547,794
Pyramid Highway Intelligent Corridor - Baring Blvd./Vista Blvd./ Los Altos Pkwy					
Engineering and inspection	752,118	-	417,925	(69,940)	264,253
Construction	620,000	13,837	555,722	69,940	148,055
Pyramid Highway Operations Improvements - Ingenuity Ave. Los Altos Pkwy					
Engineering and inspection	-	686,480	222,403	-	464,077
Pyramid Way, Sparks Blvd. & Pyramid Highland Ranch Intersection					
Engineering and inspection	500,000	-	475,841	4,500,000	4,524,159
Construction	4,500,000	-	-	(4,500,000)	-

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CHANGES IN RESERVE
FOR PROJECT APPROPRIATIONS
GENERAL FUND
(Regional Street and Highway Fund)**

Year ended June 30, 2024

	Reserve for Project Appropriations July 1, 2023	New Project Appropriations	Expenditures	Net Project Adjustments	Reserve for Project Appropriations June 30, 2024
SR445 Pyramid Pavement Preservation - C St. to Tyler Wy. Engineering and inspection	\$ -	\$ 200,000	\$ 200,000	\$ -	\$ -
Sun Valley Blvd. Corridor Improvements Ph2 - Scottsdale Rd. to 7th Ave. Engineering and inspection	-	1,231,072	354,199	-	876,873
Construction	-	2,500,000	-	-	2,500,000
Traffic Management 4 Engineering and inspection	435	-	-	(435)	-
Construction	98,148	-	-	(98,148)	-
Traffic Signal Modification 22-01 Engineering and inspection	46,424	-	-	(46,424)	-
Construction	98,996	-	-	(98,996)	-
Veterans Roundabout Modifications Engineering and inspection	399,705	-	136,488	-	263,217
Construction	-	2,345,000	-	-	2,345,000
Vista Blvd. & Prater Way ITS Engineering and inspection	-	413,155	101,296	-	311,859
Total NV Department of Transportation	28,439,515	9,570,470	9,590,873	(238,792)	28,180,320
 Total All Projects	 \$ 136,029,719	 \$ 244,844,680	 \$ 81,537,778	 \$ (10,779,088)	 \$ 288,557,533

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CHANGES IN RESERVE
FOR PROJECT APPROPRIATIONS
SPECIAL REVENUE FUND
(Regional Road Impact Fee Fund)**

Year ended June 30, 2024

	Reserve for Project Appropriations July 1, 2023	New Project Appropriations	Expenditures	Net Project Adjustments	Reserve for Project Appropriations June 30, 2024
North Service Area					
Military Road Capacity					
Engineering and Inspection	\$ 574,162	\$ 2,129,539	\$ 993,918	\$ -	\$ 1,709,783
Sky Vista					
Right of Way	20,559	-	-	-	20,559
Engineering and Inspection	643,701	40,000	511,664	-	172,037
Construction	8,317,537	245,407	8,125,405	-	437,539
Waiver	-	-	1,307,825	1,307,825	-
Total North Service Area	<u>9,555,959</u>	<u>2,414,946</u>	<u>10,938,812</u>	<u>1,307,825</u>	<u>2,339,918</u>
South Service Area					
T/E Spot Intersection Improvements 10					
Right of Way	5,057	-	-	(5,057)	-
Engineering and Inspection	122,600	40,000	145,329	(17,271)	-
Construction	2,734,058	7,000	2,738,798	(2,260)	-
SteamBoat Parkway Improvement					
Right of Way	5,226	1,158,716	1,159,888	-	4,054
Engineering and Inspection	621,795	28,750	308,040	(13,043)	329,462
Construction	467,526	9,570,692	3,069,695	13,043	6,981,566
Total South Service Area	<u>3,956,262</u>	<u>10,805,158</u>	<u>7,421,750</u>	<u>(24,588)</u>	<u>7,315,082</u>
 Total All Projects	 <u>\$ 13,512,221</u>	 <u>\$ 13,220,104</u>	 <u>\$ 18,360,562</u>	 <u>\$ 1,283,237</u>	 <u>\$ 9,655,000</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES
GENERAL FUND
(Regional Street and Highway Fund)**

For the period July 1, 1965 through June 30, 2024

	Expenditures			Unexpended Balance of Project Appropriations
	July 1, 1965 through June 30, 2023	July 1, 2023 through June 30, 2024	Total	
1St Street Rehab and Signal Replacement	\$ 67,719	\$ 1,290,867	\$ 1,358,586	\$ 174,148
4th St. Prater Way corridor improvement	47,022,701	-	47,022,701	-
4th St. - Greenbrae Dr./Gault Wy.	1,408,803	1,928,252	3,337,055	-
ADA pedestrian transition improvement plan 2012	36,631	-	36,631	-
ADA pedestrian transition improvement plan 2013	648,584	-	648,584	-
ADA pedestrian transition improvement plan 2014	515,862	-	515,862	-
ADA pedestrian transition improvement plan 2015	876,304	-	876,304	-
Albert-Bravo	90,764	-	90,764	-
Alignment, plan line, technical studies	2,412,214	-	2,412,214	-
Alturas - Keystone/Earl	797,128	-	797,128	-
Arlington/1st/Elm Street	3,325,154	-	3,325,154	-
Arlington Bridges	3,057,612	2,770,486	5,828,098	24,918,153
Arrowcreek Parkway - Rubbleston Dr./S. Virginia St.	987,251	3,123,210	4,110,461	-
Arrowcreek /Wedge Rehabilitaion - Thomas Creek to Wedge Pkwy./Mt. Rose HWY. to White Creek Ln.	-	281,006	281,006	948,994
Avenida de Landa - Beaumont/865' N. Valleywood	643,664	-	643,664	-
Baker Lane/Coleman Drive	1,563,418	-	1,563,418	-
Baring Blvd./McCarran/Sparks Blvd.	735,979	-	735,979	-
Baring Blvd./Sparks/Vista	1,536,322	-	1,536,322	-
Bicycle/Pedestrian Improvement -Mill St/Kietzke Ln./Terminal Wy.	8,988,974	-	8,988,974	-
Board Discretionary Projects -				
Washoe County	19,946	-	19,946	-
Reno	12,625	-	12,625	-
Sparks	54,731	-	54,731	-
Boxington Way - Lincoln/Lillard	771,209	-	771,209	-
Bravo Ave. - Mt. Limbo/Ramsey	866,677	-	866,677	-
Bridge Maintenance - 2023	18,621	2,002,228	2,020,849	-
Bridge Maintenance - 2023	-	24,005	24,005	325,936
Buck Drive Circulation - Lemmon Dr. to N. Hill Blvd.	-	119,374	119,374	391,790
Butch Cassidy Drive Extension - Thomas Creek Rd. to Edmonton Dr.	-	138,888	138,888	1,918,837
Bus Stop 19-01	5,796,361	-	5,796,361	-
California Ave./Liberty/Ryland	873,386	-	873,386	-
California Ave Rehab - Newlands Cir./Arlington Ave.	507,110	1,686,215	2,193,325	-
Casazza - Wells/Kietzke	1,595,069	-	1,595,069	-
Cashill/Skyline	2,168,552	-	2,168,552	-
Caughlin Parkway-Sawbuck/Longknife	977,185	-	977,185	-
Caughlin Parkway/Bridge St./Longknife/McCarran/Front St./3rd Center Street	1,493,077	-	1,493,077	-
Center Street	2,241,994	-	2,241,994	-
Center Street Multi-modal Improv.	410,502	-	410,502	-
Center Street overlay - Plaza/19th	374,460	-	374,460	-
City of Reno Micromobility Pilot	443,585	8,459	452,044	59,606
Clean Water Way - McCarran/Treatment Plant	1,718,022	-	1,718,022	-
Clearacre/Scottsdale	42,000	-	42,000	-
Coliseum/Yori - Peckham/Gentry	760,552	-	760,552	-
Computer signal system	190,000	-	190,000	-
Corrective maintenance FY12	1,708,346	-	1,708,346	-
Corrective maintenance FY13	1,668,466	-	1,668,466	-
Corrective maintenance FY14	1,843,310	-	1,843,310	-
Corrective maintenance FY15	1,183,656	-	1,183,656	-
Corrective maintenance FY22	1,453,366	-	1,453,366	-
Corrective maintenance FY23	123,628	1,922,778	2,046,406	-
Corrective maintenance FY24	-	283,103	283,103	972,697
County-wide	184,950	-	184,950	-
County bridge - Galena Creek	353,599	-	353,599	-
Country Club Drive	664,059	-	664,059	-
Dandini Blvd.	1,005,190	-	1,005,190	-
Delucchi Lane - Virginia/Tyrone	1,031,031	-	1,031,031	-

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES - CONTINUED
GENERAL FUND
(Regional Street and Highway Fund)**

For the period July 1, 1965 through June 30, 2024

	Expenditures			Unexpended Balance of Project Appropriations
	July 1, 1965 through June 30, 2023	July 1, 2023 through June 30, 2024	Total	
Deming Way - Greg/Kleppe	\$ 692,449	\$ -	\$ 692,449	\$ -
Department of Energy traffic and street light retrofit	988,364	-	988,364	-
Donati Lane/Vista Blvd.	1,216,154	-	1,216,154	-
Downtown Reno Micromobility	-	155,982	155,982	2,342,938
Eagle Canyon Safety and Operations - Richard Springs Blvd. to Calle De La Pl.	-	114,081	114,081	184,118
E. Glendale - McCarran/RR Xng	1,226,316	-	1,226,316	-
E. Greg Street	1,293,369	-	1,293,369	-
East Lake Blvd	783,530	-	783,530	-
E. Lincoln Wy. - McCarran/Howard	236,596	-	236,596	-
E. Lincoln Wy. - Sparks/Lillard	337,446	-	337,446	-
E. Lincoln Wy. - Stanford/Howard	690,659	-	690,659	-
E. Moana Lane	54,764	-	54,764	-
E. Ninth Street	148,162	-	148,162	-
E. Nugget Ave. - McCarran/End of pavement	229,123	-	229,123	-
Echo Ave. - Mt. Bismark/Military	982,740	-	982,740	-
El Rancho Drive	1,331,531	-	1,331,531	-
El Rancho Drive - McCarran/Sun Valley Road	871,775	-	871,775	-
El Rancho - Sun Valley/Sullivan	1,408,196	-	1,408,196	-
El Rancho - Sullivan/McCarran	1,341,019	-	1,341,019	-
Emerson Way - Pyramid/N. Truckee	2,101,524	-	2,101,524	-
Evans Avenue	943,829	-	943,829	-
Evans Avenue/Fourth St./Jodi	1,887,228	-	1,887,228	-
Evans St./Highland Ave. - Jodi/Enterprise/Evans/Valley	1,059,969	-	1,059,969	-
First Street - Prater/Richard	912,015	-	912,015	-
Fifth Street - Ralston/RR Xng	1,237,235	-	1,237,235	-
Foothill/Thomas Creek bridge	117,830	-	117,830	-
Franklin Way - Greg/Kleppe	371,847	-	371,847	-
Freeport Blvd.	50,000	-	50,000	-
Freeport and Steneri - 21st/Steneri/Gendale	118,873	-	118,873	-
Galletti Way - Kietzke/Fourth	1,018,720	-	1,018,720	-
Geiger Grade/Toll Road	8,188,519	-	8,188,519	-
Geiger Grade Road Realignment	7,630	15,355	22,985	1,375,990
Gentry Way and Second St. - Brinkby/Virginia/Giroux/Kietzke	1,060,051	-	1,060,051	-
Gentry/Virginia/Kietzke	864,863	-	864,863	-
Glendale Avenue	4,946,368	-	4,946,368	-
Golden Valley - Beckwourth	860,926	1,520	862,446	-
Golden Valley - Yorkshire/Virginia	1,213,168	-	1,213,168	-
Golden Valley - N. Hills/U.S. 395	631,855	-	631,855	-
Green Bicycle/Stamps	183,427	-	183,427	-
Greenbrae - Rock/Fourth	816,660	-	816,660	-
Greenbrae - Rock/Pyramid	21,182	-	21,182	-
Greg Street	4,343,180	-	4,343,180	-
Greg Street - McCarran Intersection/Prater drainage	1,601,467	-	1,601,467	-
Greg Street - Mill/Truckee River	749,884	-	749,884	-
Greg St. Phase I - RR Xng/Sparks Blvd.	2,387,066	-	2,387,066	-
Greg St. Phase II - Sparks Blvd./I80	3,666,549	-	3,666,549	-
Greg Street - Reno limit/McCarran	1,550,952	-	1,550,952	-
Greg Street - Spice Island	687,487	-	687,487	-
Greg Street - Truckee River/Rock	599,797	-	599,797	-
Harvard Way - Linden to Vassar	1,717,554	-	1,717,554	-
Holcomb Ave. - Virginia/Burns	1,650,078	1,870,272	3,520,350	-
Howard/Greenbrae/Sparks	441,573	-	441,573	-
Howard Drive/Lincoln/Prater/Vista to east city limits	736,655	-	736,655	-
Hunter Lake - Plumb/Mayberry	768,273	-	768,273	-
Incline Traffic Signal	5,937	-	5,937	-

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES
GENERAL FUND
(Regional Street and Highway Fund)**

For the period July 1, 1965 through June 30, 2024

	Expenditures			Unexpended Balance of Project Appropriations
	July 1, 1965 through June 30, 2023	July 1, 2023 through June 30, 2024	Total	
Industrial Way/Coney Island/Glendale	\$ 793,183	\$ -	\$ 793,183	\$ -
International Place/Ice House Road	454,428	-	454,428	-
Intersection Corrective Maintenance FY10	1,465,920	-	1,465,920	-
Intersection Corrective Maintenance FY11	1,247,428	-	1,247,428	-
Keystone Avenue/California Avenue/Booth St. intersection	248,679	-	248,679	-
Keystone Avenue Rehabilitation	1,036,521	-	1,036,521	-
Kestone Bridge Replacement	15,962	1,191,331	1,207,293	3,792,707
Kings Row - Keystone Ave/Wyoming Ave	7,800,329	-	7,800,329	-
Kirman - Casazza/Plumb	146,912	-	146,912	-
Kirman/Kuenzli/Apple	412,286	-	412,286	-
Kirman/Locust	3,752,490	-	3,752,490	-
Kietzke Ln. ITS - Mill St. to 2nd St./Pringle Wy to Kietzke Ln.	18,276	106,240	124,516	1,490,351
Kleppe - Greg/N. Truckee Drain	2,778,473	-	2,778,473	-
Kuenzli Street	119,416	-	119,416	-
Kuenzli Street bridge	496,598	-	496,598	-
Kuenzli Street - 2nd	1,487,274	-	1,487,274	-
Kuenzli Street Conversion	787,864	-	787,864	-
La Posada/Eagle Canyon at Pyramid Hwy.	1,752,339	-	1,752,339	-
Lakeshore Drive	1,134,078	-	1,134,078	-
Lakeside Drive	1,182,372	-	1,182,372	-
Lakeside Drive - Brinkby/Mt. Rose	1,991,639	-	1,991,639	-
Lakeside Drive - Evans Creek/McCarran	1,844,108	-	1,844,108	-
Lakeside - Huffaker/Meadowridge	612,170	-	612,170	-
Larkin Circle/Madison Ave. - Greg/Greg	709,203	-	709,203	-
Las Brisas - McCarran/Brittania	818,312	-	818,312	-
Las Brisas and Los Altos Resurfacing	164,627	4,532,347	4,696,974	168,318
Lear Blvd. - Moya/Zeolite	1,483,799	-	1,483,799	-
Legends Roundabouts - Sparks Blvd. to Marina Gate Dr.	-	-	-	2,600,000
Lemmon Drive - Buck/Patrician	1,495,172	-	1,495,172	-
Lemmon Drive - US 395 to Military Rd/Fleetwood to Chickadee	23,339,919	-	23,339,919	-
Lemmon Drive - Patrician/Ramsey	1,019,271	-	1,019,271	-
Lemmon Drive - Patrician/Waterash	1,446,833	-	1,446,833	-
Lemmon Drive, Phase I	357,708	-	357,708	-
Lemmon Drive, Phase II and III	394,729	-	394,729	-
Lemmon Drive Traffic Improvement - Fleetwood Dr. to Ramsey Wy.	-	835,695	835,695	49,948,044
Lemmon Valley - Spanish Springs Connector - Lemmon Dr. to Pyramid Hwy	-	390	390	65,080
Liberty/Ryland - Center/Holcomb/Kirman/Mill	1,042,238	-	1,042,238	-
Lillard - Brierty/Prater	1,177,261	-	1,177,261	-
Linda Way/Southern Way - Coney Island/Glendale/Freeport	1,201,905	-	1,201,905	-
Longitudinal joint study	65,470	-	65,470	-
Longley Lane - Houston/Rock	2,045,694	-	2,045,694	-
Longley Lane - Huffaker realignment	227,910	-	227,910	-
Longley Lane - S. Virginia St./Peckham Ln.	2,242,374	-	2,242,374	-
Longley - McCarran/Houston	2,150,102	-	2,150,102	-
Longley - McCarran/S. Virginia	3,760,669	-	3,760,669	-
Loop Road/Salomon Circle -Vista/end of pavement/cul de sac	629,758	-	629,758	-
Los Altos Pkwy. - Canyon Run/Goodwin	441,188	-	441,188	-
Mae Anne/Sierra Highlands - Avenida de Landa/McCarran	2,551,997	-	2,551,997	-
Mae Anne - Avenida de Landa/Ambassador	675,540	-	675,540	-
Mae Anne - Sharlands/Avenida de Landa	1,578,105	-	1,578,105	-
Mayberry Drive	3,025,256	-	3,025,256	-
Mayberry Drive - Canyon/W. McCarran	1,659,547	-	1,659,547	-
Mayberry Dr. - Hunter Lake/California	1,073,723	-	1,073,723	-
Mayberry Dr. - McCarran/California	2,628,315	-	2,628,315	-
Mayberry Dr. - Truckee River/Canyon	2,346,483	-	2,346,483	-
Mays and Tanager - Lakeshore/Village	754,427	-	754,427	-

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES
GENERAL FUND
(Regional Street and Highway Fund)**

For the period July 1, 1965 through June 30, 2024

	Expenditures			Unexpended Balance of Project Appropriations
	July 1, 1965 through June 30, 2023	July 1, 2023 through June 30, 2024	Total	
McCarran/Leadship/Keystone Signal	\$ -	\$ -	\$ -	\$ 784,000
McCarran Blvd. - Cashill/Plumb	116,563	-	116,563	-
McCarran Blvd. - Forensic study	36,693	-	36,693	-
McCarran Blvd. - Greensboro/Skyline	852,287	-	852,287	-
McCarran Blvd. - Mira Loma/Equity	1,212,775	-	1,212,775	-
McCarran Blvd. - Mira Loma/ S. Virginia Street	2,158,994	-	2,158,994	-
McCarran Blvd. - Plumas/Greensboro	250,000	-	250,000	-
McCarran Blvd. - I-80/Prater	64,396	-	64,396	-
McCarran Blvd. - S. Virginia/4th	11,611,934	-	11,611,934	-
McCarran Blvd. Safety & Operational Improv.- El Rancho to Rock Blvd./Plumb Ln. to S. Virginia St.	-	20,520	20,520	1,324,850
Meadowood Rehabilitation - Meadowood Mall Way/Meadowood Cir./Neil Wy.	-	100,854	100,854	187,657
Military Road	542,342	-	542,342	-
Military Road - Lemmon/Echo	2,780,321	-	2,780,321	-
Mill Street	2,453,504	-	2,453,504	-
Mill Street/Kietzke/Rock	3,233,994	-	3,233,994	-
Mill Street - Rock/E. McCarran	1,919,943	-	1,919,943	-
Mill Street - Wells/Virginia	454,051	-	454,051	-
Mill Street Capacity & Safety - Kietzke Ln. to Terminal Wy.	1,384,274	1,294,081	2,678,355	5,137,964
Mira Loma - Longley/McCarran	1,506,925	-	1,506,925	-
Mira Loma - McCarran/1,711' E.	398,356	-	398,356	-
Mira Loma - McCarran/Rosewood	476,022	-	476,022	-
Moana Lane	87,781	-	87,781	-
Moana Lane - Neil/Longley	301,376	-	301,376	-
Moana Lane - Neil/Peckham	991,505	-	991,505	-
Moana Lane - Neil/Kietzke	946,617	-	946,617	-
Moana Lane - Peckham/McCarran	6,834	-	6,834	-
Moana Lane - Plumas/Kietzke	1,693,570	-	1,693,570	-
Moana Lane - Plumas/Pioneer	29,500	-	29,500	-
Moana Lane Widening - S. Virginia/Neil(1)	(629,985)	-	(629,985)	-
Montello Street - 9th/Wedekind	1,159,797	-	1,159,797	-
Mount Rose Street - Arlington/Plumas	472,072	-	472,072	-
Moya Blvd. - Redrock/Echo	2,143,452	-	2,143,452	-
Neil Road - Virginia/Delucci	622,975	-	622,975	-
Neil Road/Gentry/Terminal Way - Moana/Plumb	2,050,483	-	2,050,483	-
Newport Lane	1,485,626	-	1,485,626	-
Nichols Blvd. - E. McCarran/Howard	1,965,071	-	1,965,071	-
Nichols Blvd. - Bike/Pedestrian improvements	1,508,713	-	1,508,713	-
Ninth Street - Virginia/Valley	620,911	-	620,911	-
North Hills Boulevard - Golden Valley/1880' West	484,301	-	484,301	-
North Valleys & North Virginia - Panther Dr. to Stead Blvd	-	837,617	837,617	707,365
N. McCarran Blvd & Pyramid Hwy Fiber	155,323	1,423,017	1,578,340	34,254
N. Virginia Street - 4th/6th/Maple/8th	2,869,570	-	2,869,570	-
N. Virginia Street University Rehabilitation - Lawlor Roundabout to N. McCarran Blvd.	125,027	444,147	569,174	2,011,748
Old 395 N. Rehabilitation	1,551,287	-	1,551,287	-
Oddie/Wells Corridor Multi-Modal	31,477,487	19,739,256	51,216,743	1,983,144
Pagni Lane	467,304	-	467,304	-
Parr Blvd.	90,219	-	90,219	-
Parr Blvd - N. Virginia/US 395	2,469,681	-	2,469,681	-
Parr Circle/Catron Drive - Parr/Parr	1,266,490	-	1,266,490	-
Peckham Lane - Baker Ln./Virginia	2,624,376	1,740	2,626,116	122,521
Peckham Lane, Phases I and II	2,704,066	-	2,704,066	-
Peckham Lane - Kietzke/Longley	1,732,873	-	1,732,873	-
Peckham Lane - S. Virginia/Kietzke	774,381	-	774,381	-
Pembroke Drive - McCarran/Steamboat Pkwy	18,357	-	18,357	-
Pembroke Drive	160,056	-	160,056	-

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES - CONTINUED
GENERAL FUND
(Regional Street and Highway Fund)**

For the period July 1, 1965 through June 30, 2024

	<u>Expenditures</u>			<u>Unexpended Balance of Project Appropriations</u>
	<u>July 1, 1965 through June 30, 2023</u>	<u>July 1, 2023 through June 30, 2024</u>	<u>Total</u>	
Pembroke Drive Capacity & Safety - McCarran Blvd to Veterans Pkwy	\$ 129,466	\$ 194,075	\$ 323,541	\$ 1,676,459
Pembroke/Steamboat Parkway	815,084	-	815,084	-
Pembroke Drive - McCarran/Boynton Bridge	1,757,774	-	1,757,774	-
Plumas Street- Glenda/Plumb	1,419,557	-	1,419,557	-
Plumas Street- Manzanita/Glenda Way	1,026,092	-	1,026,092	-
Plumas Street- Manzanita/Glenda Way	1,159,358	-	1,159,358	-
Plumas Street- Moana/Urban	407,385	-	407,385	-
Plums - Sierra	993,209	-	993,209	-
Plumas - Moana south to end of pavement	2,467,726	-	2,467,726	-
Plumb Lane - Margot/S. Virginia	1,472,271	-	1,472,271	-
Plumb Lane - McCarran/Ferris	6,745,829	-	6,745,829	-
Prater Way	1,002,507	-	1,002,507	-
Prater Way and El Rancho Dr. - Stanford/ Sparks Blvd./Victorian/Prater	5,692,375	-	5,692,375	-
Sparks Blvd./Victorian/Prater	1,723,938	-	1,723,938	-
Prater and S. Virginia Pavement - Pyramid Wy. to Stanford	-	45,386	45,386	19,414
Wy./Peckham Ln. to Longley Ln.	-	-	-	-
Prater Way enhancements Ph. 3	856,858	-	856,858	-
Prater Way enhancements Ph. 4	257,713	-	257,713	-
Probasco Way	1,614,766	-	1,614,766	-
Purina Way - Spice Island/E. Greg	448,572	-	448,572	-
Putnam and Wyoming - Kings Row/Keystone	817,093	-	817,093	-
Pyramid Highway Corridor	402,761	-	402,761	-
Pyramid/McCarran Intersection Improvements(1)(2)	73,305,206	-	73,305,206	-
Pyramid Way - Signal Improvement	12,456	-	12,456	-
Pyramid Wy/Sparks Blvd/pyramid Highland Ranch Intersection	3,500	475,841	479,341	4,524,159
Pyramid/McCarran Blvd.-north urban limit	1,581,221	-	1,581,221	-
Pyramid Hwy./US 395 connector	5,294,254	5,688,627	10,982,881	14,288,583
Pyramid Hwy. northbound right turn at Ironwood	140,742	-	140,742	-
Pyramid Hwy Intelligent Corridor - Barring Blvd/Vista Blvd/Los Altos	127,882	973,647	1,101,529	412,308
Pyramid Highway Operations Improvements - Ingenuity Ave. to Egyptian Dr.	-	222,403	222,403	464,077
Raleigh Heights Rehab - Carlyle Dr./Yorkshire Dr./Lancaster Dr.	118,914	188,153	307,067	3,889,012
Ralston St./5th St. - 2nd/5th/Keystone/Ralston	1,854,752	-	1,854,752	-
Ranger Road - Panther/Newport	883,361	-	883,361	-
Red Rock - Adobe/Argosy	2,062,105	-	2,062,105	-
Red Rock - Moya/U.S. 395	461,643	-	461,643	-
Red Rock - Osage	1,870,038	-	1,870,038	-
Red Rock - Silver Knolls/Adobe	303,947	-	303,947	-
Regional RMMS	290,439	-	290,439	-
Regional Road Maintenance - Fuel Tax	91,984,425	11,386,463	103,370,888	5,630,138
Regional Road Maintenance - Public Transportation Tax	19,617,423	-	19,617,423	-
Regional System Photo Study	60,005	-	60,005	-
Reno Consolidated 06-01 - Court/Sierra	2,264,572	-	2,264,572	-
Reno Consolidated 06-02 - Airmotive/Condor/Bible	1,762,634	-	1,762,634	-
Reno Consolidated 07-01 - Corporate/Financial Blvd.	981,297	-	981,297	-
Reno Consolidated 07-02 - Ralston/S. Meadows Pkwy	757,306	-	757,306	-
Reno Consolidated 08-01 - Kirman/Sutro/9th	1,888,858	-	1,888,858	-
Reno Consolidated 09-01 - Vassar/Holcomb	3,428,153	-	3,428,153	-
Reno Consolidated 09-02 - Matley/Market/Louise/ Redwood/Automotive	1,920,049	-	1,920,049	-
Reno Consolidated 10-01 - Crummer/Green Acres/Huffaker	785,000	-	785,000	-
Reno Consolidated 10-02 - Bluestone/Offenhausser/ Patriot/Portman	1,866,520	-	1,866,520	-

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES
GENERAL FUND
(Regional Street and Highway Fund)**

For the period July 1, 1965 through June 30, 2024

	<u>Expenditures</u>			<u>Unexpended Balance of Project Appropriations</u>
	<u>July 1, 1965 through June 30, 2023</u>	<u>July 1, 2023 through June 30, 2024</u>	<u>Total</u>	
Reno Consolidated 10-03 - Lakeside/Manzanita	\$ 3,169,011	\$ -	\$ 3,169,011	\$ -
Reno Consolidated 10-04 -				
Brookside/Energy/Edison/Joule/Reactor	4,370,038	-	\$ 4,370,038	-
Reno Consolidated 10-05 - Mira Loma/Barron/Louie	863,130	-	863,130	-
Reno Consolidated 11-01 - First/State	1,663,549	-	1,663,549	-
Reno Consolidated 11-02 - Brinkby/Lymberry	2,850,741	-	2,850,741	-
Reno Consolidated 11-03 - Gould/Kuenzli/Sunshine/Prosperity	1,707,328	-	1,707,328	-
Reno Consolidated 19-01 - Sutro/1st/Lake/State St.	4,300,137	-	4,300,137	-
Reno Consolidated 19-02 - North Hills/ Hunter Lake/Sky Vista Dr.	3,639,665	-	3,639,665	-
Reno Consolidated 19-03 - Sierra Highlands/Colbert Dr.	2,603,261	-	2,603,261	-
Reno Consolidated 20-01 - Mayberry Dr./California Ave./First St.	5,218,391	1,095	5,219,486	-
Reno Consolidated 21-01 - Lund/Amstrong/Yuma	1,809,551	-	1,809,551	-
Reno Consolidated 22-01 - Sky Mountain Dr./Sky Valley Dr.	3,199,127	-	3,199,127	-
Reno Consolidated 23-01 - Sutro St./Enterprise Rd	2,130,425	289,198	2,419,623	-
Reno overlays	225,997	-	225,997	-
Reno rehabilitation 97-1	1,065,046	-	1,065,046	-
Reno rehabilitation 98-2	1,273,479	-	1,273,479	-
Reno rehabilitation 98-3	1,676,960	-	1,676,960	-
Reno rehabilitation - Lake/Sierra/Sinclair	1,505,712	-	1,505,712	-
Reno Sparks Indian Colony Riverside Pathway	382,989	-	382,989	-
Reno-Sparks signal link	27,000	-	27,000	-
Ring Road - northeast and northwest quadrants	3,317,635	-	3,317,635	-
Ridgeview Dr. - Plumas/Lakeside	358,494	-	358,494	-
Ridgeview Terrace/Plumas	1,442,660	-	1,442,660	-
Robb Drive - Walnut/S. Las Brisas	4,923,830	-	4,923,830	-
Rock Blvd.	3,016,760	-	3,016,760	-
Rock - Glendale/McCarran Blvd.	3,800,574	-	3,800,574	-
Rock - Glendale/Hymer	841,147	-	841,147	-
Rock Blvd. - Oddie/N. McCarran Blvd.	1,489,587	-	1,489,587	-
Rock Blvd. - Victorian/Oddie	1,944,538	-	1,944,538	-
Second Street bridge	308,140	-	308,140	-
Security Circle - N. Virginia/N. Virginia	835,227	-	835,227	-
Selmi Sr. Rehab - SUTro St. to Clear Acre Ln.	129,591	1,679,770	1,809,361	93,721
Seventh Street - Akard/Keystone	3,573,805	-	3,573,805	-
Seventh Avenue - Sun Valley/Klondike	534,358	-	534,358	-
Sierra - 9th/N. Virginia Street	1,936,791	-	1,936,791	-
Sierra Bridge Replacement	10,691	985,559	996,250	26,372,171
Silver Lake Blvd. - Silver Shores/1,000'E. of Stead	1,790,071	-	1,790,071	-
Silver Lake Blvd. - 1000' E. of Stead/Sky Vista	764,518	-	764,518	-
Sixth Street Safety - Virginia St. to 4th St.	-	-	-	24,472,045
S. Stanford Way	699,429	-	699,429	-
S. Virginia Street - Gentry/Brinkby	396,492	-	396,492	-
S. Virginia Street - Wells intersection relocation	2,556,207	-	2,556,207	-
S. Virginia Street - NB Widening-Longley Ln./I -580 NB off Ramp	489,473	504,790	994,263	8,214,416
Southeast Connector phase 1 - Greg/Clean Water Wy.(1)	54,617,002	-	54,617,002	-
Southeast Connector phase 2 - Clean Water Wy./S. Meadows(1)	197,788,152	-	197,788,152	-
South Meadows Traffic Enhancements	234,172	2,977,791	3,211,963	969,570
Spaghetti Bowl Xpress	30,000,000	-	30,000,000	-
Sparks Blvd	17,199,865	1,664,096	18,863,961	59,172,073
Sparks Consolidated 19-01 - 15th St.	3,123,078	-	3,123,078	-
Sparks Consolidated 21-01 - Packer Wy/Wild Island Ct.	1,521,477	-	1,521,477	-
S.E. McCarran Blvd. - Longley/Mill	3,875,960	-	3,875,960	-
S.E. McCarran Blvd. - Cashill/Plumb	5,237,865	-	5,237,865	-
S.E. McCarran Blvd. - S. Virginia/Longley	53,000	-	53,000	-
S.E. McCarran Blvd. widening - Longley/Greg(1)	24,367,677	-	24,367,677	-
S.W. McCarran Blvd. - Mayberry/US 40	4,599,570	-	4,599,570	-
S.W. McCarran Blvd. - Plumas/US 40	156,659	-	156,659	-
S.W. McCarran Blvd. - Plumas/Skyline	6,663,719	-	6,663,719	-

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES - CONTINUED
GENERAL FUND
(Regional Street and Highway Fund)**

For the period July 1, 1965 through June 30, 2024

	Expenditures			Unexpended Balance of Project Appropriations
	July 1, 1965 through June 30, 2023	July 1, 2023 through June 30, 2024	Total	
S.W. McCarran Blvd. - Plumb/Mayberry	\$ 529,845	\$ -	\$ 529,845	\$ -
S.W. McCarran Blvd. - Skyline/Cashill	1,277,939	-	1,277,939	-
S.W. McCarran Blvd. - Skyline/Mayberry	156,959	-	156,959	-
S.W. McCarran Blvd. - S. Virginia/Plumas	1,715,990	-	1,715,990	-
Socrates Drive - McCarran/Sienna Park	1,914,449	-	1,914,449	-
Sparks Blvd.	2,145,524	-	2,145,524	-
Sparks Blvd. - Baring/Shadow	1,266,801	-	1,266,801	-
Sparks Blvd. - Shadow/Disc	8,432,386	-	8,432,386	-
Sparks Blvd. - I-80/E. Greg	1,286,356	-	1,286,356	-
Sparks Blvd. - I-80/Prater	1,527,293	-	1,527,293	-
Sparks Blvd. - left turn at McCabe	9,677	-	9,677	-
Sparks Blvd. NB lanes - Prater/Baring	1,476,646	-	1,476,646	-
Sparks Consolidated 09-02 - Deming/Bergin/Franklin/Meredith	1,152,136	-	1,152,136	-
Sparks Consolidated 09-03 - Freeport/Steneri	2,231,867	-	2,231,867	-
Sparks Consolidated 10-01 -				
Pacific/Hymer/15h/16th/18th/19th/Pittman/Shaber/Frazer/Crane	5,008,735	-	5,008,735	-
Sparks Consolidated 11-01 - Marietta/Snider	1,720,526	-	1,720,526	-
Sparks Consolidated 12-01 - Greenbrae/Merchant	1,724,835	-	1,724,835	-
Sparks overlay projects	2,007,754	-	2,007,754	-
Sparks rehabilitation project	1,628,273	-	1,628,273	-
Sparks rehabilitation project 3	820,166	-	820,166	-
Spice Island Dr./United Circle - Greg/Franklin/Spice Island	2,395,074	-	2,395,074	-
Stanford Wy Rehab - Glendale Ave. to Greg St.	180,550	2,030,275	2,210,825	308,310
Stead Blvd. - U.S. 395/Mt. Vida	2,859,984	-	2,859,984	-
Stoker Avenue	245,792	-	245,792	-
SS4 Preliminary Engineering	56,893	28,838	85,731	14,269
SR445 Pyramid Pavement Preservation - C St. to Tyler Wy.	-	200,000	200,000	-
Sullivan Lane	30,000	-	30,000	-
Sullivan Lane - Byrd/McCarran	555,480	-	555,480	-
Summit Ridge/Sky Mountain - W. McCarran to 4th	1,524,397	-	1,524,397	-
Sun Valley alignment	21,616	-	21,616	-
Sun Valley Drive	19,554	-	19,554	-
Sun Valley - 8th/Leon	533,064	-	533,064	-
Sun Valley Corridor Multi-Modal	8,662,649	-	8,662,649	-
Sun Valley Corridor Multi-Modal Phase 2	-	354,199	354,199	3,376,873
Sun Valley - Spanish Springs	50,063	-	50,063	-
Sutro - 9th/McCarran Blvd.	1,606,380	-	1,606,380	-
Sutro Complete St. - Mill/McCarran	1,785,808	-	1,785,808	-
Tahoe - Pyramid Link	183,716	-	183,716	-
Tahoe - Pyramid Link - I-80/Mt. Rose	99,989	-	99,989	-
Tanburg Drive - 7th/Mineral	225,718	-	225,718	-
Taylor - Virginia/Holcomb/Kirman	33,557	-	33,557	-
Terminal - Gentry/Mill Street	2,291,418	-	2,291,418	-
Terminal - Plumb/Mill Street	12,105	-	12,105	-
Thomas Creek - S. Saddlehorn/Evening Song	1,242,478	-	1,242,478	-
Traffic Management 1/2/2A/2B(2)	3,300,194	-	3,300,194	-
Traffic Management 3	1,000,679	-	1,000,679	-
Traffic Management 4	1,626,623	410,309	2,036,932	-
Traffic Management/LIDAR	348,932	94,696	443,628	6,372
Traffic Signals	716,583	-	716,583	-
Traffic Signal Fiber 25-01	-	46,536	46,536	449,599
Traffic Signal Installation 22-01	1,165,067	-	1,165,067	-
Traffic Signal Installation 23-01	224,076	845,604	1,069,680	1,481,528
Traffic Signal Modifications 22-01	213,805	26,901	240,706	942,573
Traffic Signal Modifications 23-01	149,846	49,451	199,297	3,247,277
Traffic Signal Modifications 24-01	91,245	530,669	621,914	943,713
Traffic Signal Modifications 25-01	-	155,432	155,432	1,844,568

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES - CONTINUED
GENERAL FUND
(Regional Streets and Highways Fund)**

For the period July 1, 1965 through June 30, 2024

	Expenditures			Unexpended Balance of Project Appropriations
	July 1, 1965 through June 30, 2023	July 1, 2023 through June 30, 2024	Total	
T/E spot intersection improvements 10	\$ 1,870,973	\$ -	\$ 1,870,973	\$ -
21st - Glendale/Greg	256,987	-	256,987	-
University Way one-Way Traffic Study - University Way/Virginia St./Sierra St.	-	78,815	78,815	11,985
U.S. 395/S. McCarran Blvd./S. Virginia	394,390	-	394,390	-
University Terrace	829,055	-	829,055	-
Veterans Roundabout Modifications	5,295	136,488	141,783	2,608,217
Veterans Parkway ITS - Steamboat Pkwy to Long Meadow Dr.	-	82,794	82,794	1,917,206
Victorian Avenue Ph. I - Rock/16th	545,905	-	545,905	-
Victorian Avenue Ph. II - Pyramid/McCarran	3,383,103	-	3,383,103	-
Village - Tahoe to Country Club Dr.	1,290,321	-	1,290,321	-
Villanova - Harvard/Terminal	1,150,059	-	1,150,059	-
Virginia Street - Truckee/I-80	24,418	-	24,418	-
Virginia Street - Truckee River bridge replacement	2,000,000	-	2,000,000	-
Virginia St. Bus Rapid Transit Extension(2)	79,409,626	-	79,409,626	-
Vista - Prater/Baring	1,801,361	-	1,801,361	-
Vista - Baring/Disc/Los Altos	3,438,894	-	3,438,894	-
Vista - I-80/Prater	1,721,671	-	1,721,671	-
Vista Blvd. & Prater Way ITS	-	101,296	101,296	311,859
Vista Blvd. & Prater Way ITS - Prater Wy to I80/Sparks Blvd. to Vista Blvd	-	212,259	212,259	1,787,741
Washington Street - 6th/7th	115,848	-	115,848	-
Washoe County regional preventive maintenance	1,828,193	-	1,828,193	-
Wedekind Road - Sullivan/McCarran	339,811	-	339,811	-
Wedekind Road - N. McCarran/Mapali	597,965	-	597,965	-
Wedge - De Spain/Mt. Rose	121,430	-	121,430	-
Wells Avenue overpass	3,163,717	-	3,163,717	-
Wells - Casazza/Second	110,438	-	110,438	-
Wells - 9th/Sutro	889,016	-	889,016	-
Wells - Kuenzli/7th St.	1,273,099	-	1,273,099	-
Wells - Virginia/Kuenzli	5,345,136	-	5,345,136	-
West Fourth Street Downtown - Evans Ave. to Keystone Ave.	44,556	220,736	265,292	520,744
West Fourth St. Safety - Keystone Ave. to McCarran Blvd.	128,217	392,270	520,487	14,615,343
W. 7th - Madera/NW McCarran	809,706	-	809,706	-
W. Huffaker - Del Monte/Spring Leaf	909,776	-	909,776	-
W. Moana Lane	188,145	-	188,145	-
West Sun Valley arterial	12,132	-	12,132	-
Whites Creek-Zolezzi/S. Virginia Street	2,376,551	-	2,376,551	-
White Lake Parkway - Village/Brant	1,048,629	-	1,048,629	-
Woodland Ave/Sugar Pine court	-	-	-	-
York Way	1,998,479	-	1,998,479	-
York Way - 18th/4th	116,049	-	116,049	-
Zolezzi Lane rehabilitation and widening	1,164,468	-	1,164,468	-
	<u>\$ 1,227,897,161</u>	<u>\$ 81,537,778</u>	<u>\$ 1,309,434,939</u>	<u>\$ 288,557,533</u>

Notes:

(1) Capacity projects were previously reported in the Regional Road Impact Fee program and were transferred to Streets and Highways in FY14

(2) Combined different phases of the same project expenditures together

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES
SPECIAL REVENUE FUND
(Regional Road Impact Fee Fund)**

For the period July 1, 1965 through June 30, 2024

	Expenditures			Unexpended Balance of Project Appropriations
	July 1, 1965	July 1, 2023	Total	
	through June 30, 2023	through June 30, 2024		
Arrowcreek Parkway	\$ 2,981,540	\$ -	\$ 2,981,540	\$ -
Bicycle/Pedestrian Improvements	2,554,093	-	2,554,093	-
Damonte Ranch/Double R Intersection	437,940	-	437,940	-
Farnsworth	61	-	61	-
Geiger Grade Realignment	932,412	-	932,412	-
Geiger Grade/Toll Road	1,762,624	-	1,762,624	-
Golden Valley Road	1,615,421	-	1,615,421	-
I580 Northbound Widening	20,000,000	-	20,000,000	-
Intersection Improvement - Veterans/Geiger Grade	5,294,747	-	5,294,747	-
Intersection Improvements 97 - all districts	434,168	-	434,168	-
Intersection Improvements 98 - all districts	965,019	-	965,019	-
Intersection Improvements 02 - all districts	277,711	-	277,711	-
Intersection Improvements 03 - all districts	2,944,528	-	2,944,528	-
Intersection Improvements 04 - all districts	4,595,415	-	4,595,415	-
Intersection Improvements 05 - all districts	271,527	-	271,527	-
Intersection Improvements 07 - all districts	283,468	-	283,468	-
Lemmon Drive - Military Realignment	3,044,517	-	3,044,517	-
Lemmon Drive - US395 /N. Virginia	182,424	-	182,424	-
Lemmon Drive - Memorial / US 395	360,331	-	360,331	-
Lincoln Way - Marina/Sparks Blvd.	13,200	-	13,200	-
Longley LAne - McCarran/Moana	1,386,833	-	1,386,833	-
McCarran Blvd. - Kietzke/Lakeside	645,172	-	645,172	-
McCarran Blvd. - Prater/I-80	208,467	-	208,467	-
McCarran Blvd Sidewalk Improvement - Nichols/Prater	149,881	-	149,881	-
S.E. McCarran Blvd widening - Longley/Greg(1)	14,858,157	-	14,858,157	-
Military Road Capacity	54,043	993,918	1,047,961	1,709,783
Moana Lane extension - Longley/Neil	22,756,313	-	22,756,313	-
Moana Lane widening - S. Virginia/Neil	35,932,930	-	35,932,930	-
Neil/Kietzke Roundabout	1,404,622	-	1,404,622	-
N. McCarran/N. Virginia Intersection	2,450,082	-	2,450,082	-
North Valleys Safety Improvements(all phases)	4,805,490	-	4,805,490	-
Plumb/Terminal ITS	937,133	-	937,133	-
Pyramid Highway - La Posada/Eagle Canyon	8,829,283	-	8,829,283	-
Pyramid/McCarran Intersection(1)	4,090,380	-	4,090,380	-
Pyramid/McCarran Southbound Right Turn Ln.	86,413	-	86,413	-
Pyramid Highway/US 395 Connector(1)	7,596,949	-	7,596,949	-
Red Rock - Moya/U.S. 395	710,254	-	710,254	-
Signal Coordination Project	1,492,556	-	1,492,556	-
Signal - Mt. Rose/Thomas Creek	324,961	-	324,961	-
Sky Vista	9,546,553	8,637,069	18,183,622	630,135
Southeast Connector Alignment Study	1,182,383	-	1,182,383	-
Southeast Connector Phase 1 - Greg/Clean Water Way ¹	30,199,524	-	30,199,524	-
Southeast Connector Phase 2 - Clean Water Way/ Veterans Pkwy. ¹	18,810,426	-	18,810,426	-
Sparks Blvd. - Pyramid/Los Altos	4,402,862	-	4,402,862	-
Sun Valley/Clear acre	363,043	-	363,043	-
Sun Valley/Eagle Canyon	7,604	-	7,604	-
Sun Valley/Lemmon Dr.	531,198	-	531,198	-
Sun Valley/W. 7th Ave.	364,407	-	364,407	-

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES - CONTINUED
SPECIAL REVENUE FUND
(Regional Road Impact Fee Fund)**

For the period July 1, 1965 through June 30, 2024

	Expenditures			Unexpended Balance of Project Appropriations
	July 1, 1965 through June 30, 2023	July 1, 2023 through June 30, 2024	Total	
System Corridor Studies	\$ 1,132,593	\$ -	\$ 1,132,593	\$ -
Traffic and Pedestrian Signal Safety Upgrade	44,903	-	44,903	-
T/E Spot Intersection Improvements(all phases)	18,529,446	7,421,750	25,951,196	7,315,082
Traffic Management Center	268,948	-	268,948	-
Traffic Signals	103,692	-	103,692	-
U.S. 395 NB and SB/Clearacre/Sun Valley	54,632,326	-	54,632,326	-
U.S. 395/Meadowood Interchange	15,079,961	-	15,079,961	-
Virginia Street - Peckham/Moana	5,000	-	5,000	-
Virginia Street Transit Q-jump	1,069,169	-	1,069,169	-
Virginia Street Transit Signal Priority	1,066,499	-	1,066,499	-
Vista/Baring Northbound Left Turn Lane	461,633	-	461,633	-
Vista Blvd. Corridor Study	136,708	-	136,708	-
Vista/Pah Rah/Disc/Los Altos	2,723,274	-	2,723,274	-
Vista Blvd. Widening - Los Altos/Wingfield Springs	9,821,787	-	9,821,787	-
Vista Blvd./Sparks Blvd. at Los Altos	763,018	-	763,018	-
White Lake Parkway	46,049	-	46,049	-
Zolezzi Lane/I-580 interchange	62,076	-	62,076	-
Zolezzi Lane Rehabilitation and Widening	1,949,394	-	1,949,394	-
Impact Fee Credits/Waivers Issued:				
Northwest District	44,266,568	1,307,825	45,574,393	-
Northeast District	74,982,099	-	74,982,099	-
South District	88,853,772	-	88,853,772	-
	\$ 539,077,980	\$ 18,360,562	\$ 557,438,542	\$ 9,655,000

Notes: (1) Projects were transferred to the Schedule of Changes in Reserves for Project Appropriations - General Fund. Due to insufficient impact fee collections, the projects were funded with either bond funds pledged by fuel tax funds, direct fuel tax funds and/or federal funds.



STATISTICAL SECTION - (Unaudited)

STATISTICAL SECTION - Unaudited

This part of Regional Transportation Commission's (RTC) annual comprehensive financial report presents historical perspective, context, and detail to assist in using the information in the financial statements, note disclosures, and required supplementary information to understand and assess the RTC's overall financial health.

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Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NET POSITION BY COMPONENT

**Last ten fiscal years
(Accrual basis of accounting)
(Amounts expressed in thousands)**

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Governmental activities										
Net investment in capital assets	\$ 8,500	\$ 8,198	\$ 7,308	\$ 7,532	\$ 8,596	\$ 6,822	\$ 6,290	\$ 7,367	\$ 7,146	\$ 4,323
Restricted	166,996	171,272	171,402	159,804	136,113	133,571	115,138	142,133	170,601	189,812
Unrestricted	<u>(337,021)</u>	<u>(345,022)</u>	<u>(351,618)</u>	<u>(360,285)</u>	<u>(372,506)</u>	<u>(391,330)</u>	<u>(424,725)</u>	<u>(422,778)</u>	<u>(433,608)</u>	<u>(438,024)</u>
Total governmental activities ¹	<u>\$ (161,525)</u>	<u>\$ (165,552)</u>	<u>\$ (172,908)</u>	<u>\$ (192,949)</u>	<u>\$ (227,797)</u>	<u>\$ (250,937)</u>	<u>\$ (303,297)</u>	<u>\$ (273,278)</u>	<u>\$ (255,861)</u>	<u>\$ (243,889)</u>
Business-type activities										
Net Investment in capital assets	\$ 96,834	\$ 102,847	\$ 104,016	\$ 101,417	\$ 97,669	\$ 94,094	\$ 89,135	\$ 79,533	\$ 73,696	\$ 74,505
Unrestricted	<u>49,486</u>	<u>50,371</u>	<u>46,904</u>	<u>27,832</u>	<u>17,569</u>	<u>13,522</u>	<u>14,020</u>	<u>19,225</u>	<u>17,539</u>	<u>16,178</u>
Total business-type activities	<u>\$ 146,320</u>	<u>\$ 153,218</u>	<u>\$ 150,920</u>	<u>\$ 129,249</u>	<u>\$ 115,238</u>	<u>\$ 107,616</u>	<u>\$ 103,155</u>	<u>\$ 98,758</u>	<u>\$ 91,235</u>	<u>\$ 90,683</u>
Primary government										
Net investment in capital assets	\$ 105,334	\$ 111,045	\$ 111,324	\$ 108,949	\$ 106,265	\$ 100,916	\$ 95,425	\$ 86,900	\$ 80,842	\$ 78,828
Restricted	166,996	171,272	171,402	159,804	136,113	133,571	115,138	142,133	170,601	189,812
Unrestricted	<u>(287,535)</u>	<u>(294,651)</u>	<u>(304,714)</u>	<u>(332,453)</u>	<u>(354,937)</u>	<u>(377,808)</u>	<u>(410,705)</u>	<u>(403,553)</u>	<u>(416,069)</u>	<u>(421,846)</u>
Total primary government	<u>\$ (15,205)</u>	<u>\$ (12,334)</u>	<u>\$ (21,988)</u>	<u>\$ (63,700)</u>	<u>\$ (112,559)</u>	<u>\$ (143,321)</u>	<u>\$ (200,142)</u>	<u>\$ (174,520)</u>	<u>\$ (164,626)</u>	<u>\$ (153,206)</u>

¹ See Note O for explanation of negative balances.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

CHANGES IN NET POSITION

Last ten fiscal years
(Accrual basis of accounting)
(Amounts expressed in thousands)

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Program revenues										
Governmental activities										
Charges for services										
Street and highway	\$ 234	\$ 607	\$ 133	\$ 1,516	\$ 1,198	\$ 8,443	\$ 3,787	\$ 2,482	\$ 274	\$ 194
Transportation services	224	263	277	282	367	423	426	414	639	651
Regional Road Impact Fees	8,138	10,547	10,734	7,999	7,366	4,834	5,550	4,492	2,690	3,979
Operating grants and contributions	9,523	4,651	16,194	17,689	27,422	9,226	30,324	30,525	18,184	17,826
Capital grants and contributions	1,452	2,004	431	40	2,249	210	745	228	3,462	25
Total governmental activities	<u>19,571</u>	<u>18,072</u>	<u>27,769</u>	<u>27,526</u>	<u>38,602</u>	<u>23,136</u>	<u>40,832</u>	<u>38,140</u>	<u>25,249</u>	<u>22,675</u>
Business-type activities										
Charges for services										
Passenger fares	3,402	3,097	2,129	3,044	3,973	5,108	5,615	5,717	5,909	5,978
Bus advertising	136	194	167	178	246	262	264	190	181	206
Rental income	403	402	402	401	400	357	435	458	455	421
Operating grants and contributions	1,430	6,880	12,482	19,484	9,949	4,320	4,088	4,826	3,618	3,404
Capital grants and contributions	3,409	6,279	8,929	17,028	8,398	12,935	7,848	9,882	3,813	980
Total business-type activities	<u>8,780</u>	<u>16,852</u>	<u>24,109</u>	<u>40,135</u>	<u>22,966</u>	<u>22,982</u>	<u>18,250</u>	<u>21,073</u>	<u>13,976</u>	<u>10,989</u>
Total program revenues	<u>\$ 28,351</u>	<u>\$ 34,924</u>	<u>\$ 51,878</u>	<u>\$ 67,661</u>	<u>\$ 61,568</u>	<u>\$ 46,118</u>	<u>\$ 59,082</u>	<u>\$ 59,213</u>	<u>\$ 39,225</u>	<u>\$ 33,664</u>
Expenses										
Governmental activities										
Street and highway	\$ 90,805	\$ 87,687	\$ 77,459	\$ 70,200	\$ 85,664	\$ 39,637	\$ 118,730	\$ 101,901	\$ 83,266	\$ 67,542
Transportation services	12,464	10,821	9,435	9,806	10,258	9,949	10,348	9,279	8,136	7,403
Regional Road Impact Fees	18,391	12,555	3,968	6,373	3,545	2,727	5,154	6,515	3,036	2,067
Metropolitan planning	3,461	2,453	3,097	2,893	2,794	2,653	2,226	2,519	3,221	2,707
Interest and fiscal charges	12,957	13,361	14,136	14,112	12,947	18,685	19,284	19,586	19,867	20,134
Total governmental activities	<u>138,078</u>	<u>126,877</u>	<u>108,095</u>	<u>103,385</u>	<u>115,209</u>	<u>73,652</u>	<u>155,743</u>	<u>139,802</u>	<u>117,526</u>	<u>99,853</u>
Business-type activities										
Public transportation	46,813	45,708	36,021	40,717	40,541	39,282	31,465	31,251	30,307	30,202
Total expenses	<u>\$ 184,891</u>	<u>\$ 172,585</u>	<u>\$ 144,116</u>	<u>\$ 144,102</u>	<u>\$ 155,750</u>	<u>\$ 112,934</u>	<u>\$ 187,208</u>	<u>\$ 171,053</u>	<u>\$ 147,833</u>	<u>\$ 130,055</u>
Net expenses										
Governmental activities	\$ (118,507)	\$ (108,805)	\$ (80,326)	\$ (75,858)	\$ (76,606)	\$ (50,515)	\$ (114,910)	\$ (101,661)	\$ (92,277)	\$ (77,178)
Business-type activities	(38,033)	(28,856)	(11,912)	(582)	(17,575)	(16,300)	(13,215)	(10,178)	(16,331)	(19,213)
Total net expense	<u>\$ (156,540)</u>	<u>\$ (137,661)</u>	<u>\$ (92,238)</u>	<u>\$ (76,440)</u>	<u>\$ (94,181)</u>	<u>\$ (66,815)</u>	<u>\$ (128,125)</u>	<u>\$ (111,839)</u>	<u>\$ (108,608)</u>	<u>\$ (96,391)</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

CHANGES IN NET POSITION - CONTINUED

Last ten fiscal years
(Accrual basis of accounting)
(Amounts expressed in thousands)

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
General revenues and other changes in net position										
Governmental activities										
Motor vehicle fuel tax	\$ 102,211	\$ 96,662	\$ 95,584	\$ 92,080	\$ 85,471	\$ 86,738	\$ 81,180	\$ 75,058	\$ 68,015	\$ 58,934
Public transportation tax	15,527	13,312	8,847	18,037	8,769	11,650	9,806	8,989	9,932	8,414
Regional Road Impact fees	-	-	-	-	-	-	-	-	-	-
Unrestricted investment earnings	4,216	2,906	(4,403)	52	4,304	3,266	465	235	1,971	779
Miscellaneous revenue	219	164	178	162	692	990	162	(260)	193	12
Gain (loss) on disposal of capital assets	120	2,876	-	-	252	19	8	4	9	-
Transfers	240	240	120	375	11,479	210	300	218	184	188
Total governmental activities	<u>122,533</u>	<u>116,160</u>	<u>100,326</u>	<u>110,707</u>	<u>110,968</u>	<u>102,874</u>	<u>91,922</u>	<u>84,244</u>	<u>80,304</u>	<u>68,327</u>
Business-type activities										
Public transportation tax	29,636	30,561	35,234	21,074	24,751	20,274	21,278	17,837	16,661	16,270
Investment earnings	1,689	967	(1,574)	43	608	545	65	34	304	134
Miscellaneous revenue	50	96	114	74	98	134	30	43	114	18
Gain (loss) on disposal of capital assets	-	(229)	(71)	(6,224)	-	18	-	6	(12)	10
Transfers	(240)	(240)	(120)	(375)	(260)	(210)	(300)	(218)	(184)	(188)
Total business-type activities	<u>31,135</u>	<u>31,155</u>	<u>33,583</u>	<u>14,593</u>	<u>25,198</u>	<u>20,762</u>	<u>21,074</u>	<u>17,701</u>	<u>16,883</u>	<u>16,244</u>
Total primary government	<u>\$ 153,668</u>	<u>\$ 147,315</u>	<u>\$ 133,909</u>	<u>\$ 125,300</u>	<u>\$ 136,166</u>	<u>\$ 123,636</u>	<u>\$ 112,996</u>	<u>\$ 101,945</u>	<u>\$ 97,187</u>	<u>\$ 84,571</u>
Change in net position										
Governmental activities	\$ 4,026	\$ 7,355	\$ 20,001	\$ 34,849	\$ 34,359	\$ 52,359	\$ (22,989)	\$ (17,417)	\$ (11,973)	\$ (8,851)
Business-type activities	(6,898)	2,299	21,671	14,011	7,622	4,461	7,859	7,523	552	(2,969)
Total primary government	<u>\$ (2,872)</u>	<u>\$ 9,654</u>	<u>\$ 41,672</u>	<u>\$ 48,860</u>	<u>\$ 41,981</u>	<u>\$ 56,820</u>	<u>\$ (15,130)</u>	<u>\$ (9,894)</u>	<u>\$ (11,421)</u>	<u>\$ (11,820)</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

FUND BALANCES OF GOVERNMENTAL FUNDS

**Last ten fiscal years
(Modified accrual basis of accounting)
(Amounts expressed in thousands)**

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
General fund										
Nonspendable	\$ 419	\$ 249	\$ 297	\$ 246	\$ 246	\$ 307	\$ 304	\$ 271	\$ 221	\$ 170
Restricted	119,567	114,710	119,737	114,854	94,433	87,463	58,704	88,510	112,912	136,930
Total general fund	<u>\$ 119,986</u>	<u>\$ 114,958</u>	<u>\$ 120,034</u>	<u>\$ 115,100</u>	<u>\$ 94,679</u>	<u>\$ 87,770</u>	<u>\$ 59,008</u>	<u>\$ 88,781</u>	<u>\$ 113,133</u>	<u>\$ 137,100</u>
 All other governmental funds										
Nonspendable	\$ 238	\$ 284	\$ 299	\$ 241	\$ 205	\$ 218	\$ 374	\$ 384	\$ 133	\$ 124
Restricted	47,428	56,562	51,665	44,950	41,679	46,108	56,434	53,622	57,689	52,882
Assigned	5,024	4,662	7,285	8,532	4,382	2,767	1,543	2,234	381	2,914
Unassigned	(475)	-	-	-	-	-	-	-	(541)	-
Total all other governmental funds	<u>\$ 52,215</u>	<u>\$ 61,507</u>	<u>\$ 59,249</u>	<u>\$ 53,723</u>	<u>\$ 46,266</u>	<u>\$ 49,093</u>	<u>\$ 58,351</u>	<u>\$ 56,240</u>	<u>\$ 57,662</u>	<u>\$ 55,920</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS

Last ten fiscal years
(Modified accrual basis of accounting)
(Amounts expressed in thousands)

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Revenues										
Motor vehicle fuel tax	\$ 102,211	\$ 96,662	\$ 95,584	\$ 92,080	\$ 85,471	\$ 86,738	\$ 81,180	\$ 75,058	\$ 68,015	\$ 58,934
Public transportation tax	15,527	13,312	8,847	18,037	8,769	11,650	9,806	8,989	9,932	8,414
Impact fees	8,104	10,229	10,734	7,999	7,366	4,831	5,550	4,492	2,690	3,979
Passenger fares	224	263	277	282	367	423	426	413	639	651
Investment income	4,216	2,906	(4,403)	52	4,304	3,266	465	235	1,971	779
Reimbursements	285	906	116	1,436	2,121	7,628	3,605	2,467	233	161
Planning, operating and capital grants	12,875	6,118	15,263	17,433	30,390	9,982	34,534	28,970	19,928	18,711
Miscellaneous income	235	180	195	179	439	1,005	237	(160)	340	253
Total revenues	<u>143,677</u>	<u>130,577</u>	<u>126,613</u>	<u>137,498</u>	<u>139,227</u>	<u>125,523</u>	<u>135,803</u>	<u>120,465</u>	<u>103,748</u>	<u>91,882</u>
Expenditures										
Street and highway	107,993	99,357	82,061	75,344	87,620	51,626	124,837	107,873	85,286	69,386
Transportation services	11,382	9,993	8,694	8,882	8,713	8,659	9,032	7,817	7,158	6,700
Metropolitan planning	3,461	2,453	3,097	2,893	2,794	2,653	2,226	2,402	3,167	2,649
Capital outlay	1,628	2,215	560	(97)	3,362	1,856	242	1,663	3,841	43
Debt service										
Principal	8,300	7,910	7,540	7,185	6,626	2,303	7,603	6,604	6,309	6,096
Interest	15,740	15,027	14,295	15,765	15,555	19,446	19,790	20,059	20,362	20,584
Debt service fees & fiscal charges	28	30	25	25	35	1,022	45	42	42	46
Total expenditures	<u>148,532</u>	<u>136,985</u>	<u>116,273</u>	<u>109,998</u>	<u>124,706</u>	<u>87,566</u>	<u>163,776</u>	<u>146,459</u>	<u>126,165</u>	<u>105,504</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>(4,855)</u>	<u>(6,408)</u>	<u>10,341</u>	<u>27,501</u>	<u>14,521</u>	<u>37,957</u>	<u>(27,973)</u>	<u>(25,994)</u>	<u>(22,417)</u>	<u>(13,622)</u>
Other financing sources (uses)										
Transfers in (out)	240	240	120	375	260	210	300	217	184	188
Debt issuance ¹	-	-	-	-	56,235	183,235	-	-	-	-
Bond premium	-	-	-	-	12,272	22,507	-	-	-	-
Payment to refunded bond escrow agent	-	-	-	-	(79,456)	(224,426)	-	-	-	-
Sale of capital assets	350	3,351	-	-	252	19	8	4	9	-
Total other financing sources (uses)	<u>590</u>	<u>3,591</u>	<u>120</u>	<u>375</u>	<u>(10,437)</u>	<u>(18,455)</u>	<u>308</u>	<u>221</u>	<u>193</u>	<u>188</u>
NET CHANGE IN FUND BALANCES	<u>\$ (4,265)</u>	<u>\$ (2,817)</u>	<u>\$ 10,461</u>	<u>\$ 27,876</u>	<u>\$ 4,085</u>	<u>\$ 19,503</u>	<u>\$ (27,664)</u>	<u>\$ (25,773)</u>	<u>\$ (22,224)</u>	<u>\$ (13,434)</u>
DEBT SERVICE AS A PERCENTAGE OF NONCAPITAL EXPENDITURES	<u>16.4%</u>	<u>17.0%</u>	<u>18.9%</u>	<u>20.9%</u>	<u>18.3%</u>	<u>26.6%</u>	<u>16.8%</u>	<u>18.4%</u>	<u>21.8%</u>	<u>25.3%</u>

¹ Proceeds from the issuance of debt are detailed in Note I & J.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

REVENUES BY SOURCE, GOVERNMENTAL FUNDS

Last ten fiscal years
(Modified accrual basis of accounting)

Fiscal Year	Motor Vehicle Fuel Tax	Regional Road Impact Fee Credits ¹	Regional Road Impact Fees	Public Transportation Tax	Total
2024	\$ 102,211,146	\$ -	\$ 8,104,039	\$ 15,527,134	\$ 125,842,319
2023	96,662,346	-	10,228,943	13,312,146	120,203,435
2022	95,583,664	-	10,734,256	8,846,777	115,164,697
2021	92,079,885	-	7,999,041	18,037,154	118,116,080
2020	85,470,620	-	7,365,705	8,769,484	101,605,809
2019	86,738,311	-	4,830,616	11,650,266	103,219,193
2018	81,179,894	714,512	4,835,052	9,805,973	96,535,431
2017	75,058,070	452,098	4,039,431	8,989,017	88,538,616
2016	68,015,031	-	2,690,468	9,932,269	80,637,768
2015	58,934,179	953,787	3,025,633	8,414,074	71,327,673
<u>Change</u>					
2015-2024	73.4%	-100.0%	167.8%	84.5%	76.4%

¹ Regional Road Impact Fee Credits are non-cash revenue

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

REVENUES BY SOURCE, PROPRIETARY FUNDS

Last ten fiscal years
(Accrual basis of accounting)

Fiscal Year	Public Transportation Tax	Passenger Fares	Federal Operating Government Grant	Bus Advertising	Investment Income	Miscellaneous ⁵	Total
2024	\$ 29,635,667	\$ 3,402,018	\$ 1,428,706	\$ 135,780	\$ 1,688,725	\$ 454,444	\$ 36,745,340
2023	30,560,732	3,097,240	6,878,993	193,552	966,554	269,006	41,966,077
2022	35,233,886	2,129,004 ¹	12,482,164 ⁴	167,050	(1,574,140)	444,689	48,882,653
2021	21,074,309	3,044,093 ²	19,484,023 ⁴	178,240	42,819	(5,749,141)	38,074,343
2020	24,750,890	3,972,632	9,949,185	245,866	607,728	498,152	40,024,453
2019	20,274,451	5,108,047	4,320,161	261,659	544,930	508,491	31,017,739
2018	21,278,436	5,614,832 ³	4,088,110	264,091	65,488	465,798	31,776,755
2017	17,836,832	5,716,864	4,825,788	190,455	33,843	505,727	29,109,509
2016	16,661,346	5,908,612	3,618,038	181,404	303,719	556,570	27,229,689
2015	16,270,368	5,977,902	3,403,457	206,391	134,063	448,611	26,440,792
Change							
2015-2024	82.1%	-43.1%	-58.0%	-34.2%	1159.7%	1.3%	39.0%

¹ The reduction in fares is due to reduce of services during the labor strikes which occurred in fiscal year 2022.

² The reduction in fares is due to significant loss of ridership due to COVID-19.

³ October 6, 2018 Passenger Fare Changes:

* All U.S. Veteran riders qualify for reduced fare; Single ride disabled decreased from \$1.00 to \$0.75; 7-Day full fare pass decreased from \$19.50 to \$14.50; 7-Day regular fare pass decreased from \$9.75 to \$6.00; Single ride RTC ACCESS ID increased from \$0.50 to \$0.75; Transfers were eliminated; 31-Day Disabled pass increased from \$26.00 to \$32.50; 24-Hour pass discontinued; One Day pass expires at midnight.

* Effective 7/1/2014, RTC RIDE and RTC RAPID prepaid passes were reduced by 7%. RTC INTERCITY fare was increased by 25%.
RTC Sierra Spirit implemented a 25-cent regular fare and 10-cent reduced fare. RTC ACCESS on RTC RIDE 10-ride pass was reduced from \$5 to \$4.

⁴ Includes CARES Act funding used for operating expenses.

⁵ Includes rental income, gain (loss) on sale of assets, and state contributions for operating.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**PRINCIPAL REGIONAL ROAD IMPACT FEE CREDIT RECIPIENTS¹
YEARS 2024 AND 2015**

Last ten fiscal years

Certificate Holders	2024			2015		
	Value of Waivers Issued³	Rank	% of Total Value	Value of Credits Issued²	Rank	% of Total Value
Denver Streets Apartments, LLC	\$ 1,307,825	1	100.0%	\$ -		
Sparks Legends Development, Inc.	-			953,787	1	100.0%
Total Ten Largest Credit Recipients	<u>\$ 1,307,825</u>		<u>100.0%</u>	<u>\$ 953,787</u>		<u>100.0%</u>
Total Impact Fee Credits Issued	<u>\$ 1,307,825</u>		<u>100.0%</u>	<u>\$ 953,787</u>		<u>100.0%</u>

- ¹ Any person, except a unit of government, who constructs all or part of a capital improvement included in the Regional CIP or offers a dedication of land may apply for a Regional Road Impact Fee Credit/Waiver. RRIF Credits measured in Vehicle Miles Traveled (VMT) were issued prior to 3/2/2015. RRIF Waivers, replaced the RRIF Credit program in 2015, and are measured in dollars. The RTC RRIF Administrator determines which capital improvements and/or right-of-way dedications are eligible for Credits/Waivers. RRIF Credits and Waivers are managed in an online RRIF Automation account.
- ² RRIF Credits may be used by the original Developer of Record to pay up to 100% of the impact fees owed within the Benefit District where they were earned. RRIF Credits transferred to a 3rd Party can be used to pay up to 100% of impact fees owed within the Development of Record where they were earned and up to 50% of the impact fees owed outside the Development of Record, but within the Benefit District. RRIF Credits may not be used outside the Benefit District where the RRIF Credits were earned. Unused RRIF Credits expire twenty years from the date of approval of the Capital Contribution Front Ending Agreement (CCFEA). In 2017, a one-time offer to extend the expiration date for an additional 10 years was given to existing credit holders.
- ³ RRIF Waivers may be used by the original Developer of Record to pay up to 100% of the impact fees owed within the Development of Record and do not expire. RRIF Waivers transferred to a 3rd Party can be used to pay up to 100% of the impact fees owed within the Development of Record where they were earned. RRIF Waivers may not be used outside the Development of Record. The impact fees owed using RRIF Waivers are based on the fee schedule in effect at the time of the RRIF Offset Agreement for the land uses identified in the agreement. Impact fees owed for any changes to the original land use will be assessed at the current impact fee rate.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

VEHICLE MILES TRAVELED (VMT) UNITS

Last ten fiscal years

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016¹</u>	<u>2015</u>
Total VMT units issued in Reno	-	-	-	-	-	-	2,135	1,548	-	6,885
Total VMT units	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,135</u>	<u>1,548</u>	<u>-</u>	<u>6,885</u>

¹ Beginning 2016, VMTs shown represent the RRIF Waivers issued. RRIF Waivers are issued in dollars and are converted to Vehicle Miles Traveled (VMTs) based on the impact fee rate in effect as of the date of the RRIF Offset Agreement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

DIRECT AND OVERLAPPING TAX RATES

Last ten fiscal years

Fiscal Year	RTC Direct Sales Tax Rate¹	Washoe County Sales Tax Rate	RTC Direct Vehicle Fuel Tax Rate²	Annual RTC Direct Vehicle Fuel Tax Index Incr.³	Washoe County Vehicle Fuel Tax Rate	Annual Washoe County Vehicle Fuel Tax Index Incr.³	RTC Direct Impact Fee in Reno Rate⁴	RTC Direct Impact Fee Outside Reno Rate	RTC Direct Impact Fee in North Area Rate⁵	RTC Direct Impact Fee in South Area Rate⁵
2024	0.375%	8.265%	\$ 0.4709	\$ 0.0330	\$ 0.6029	\$ 0.0383	N/A	N/A	279.20/VMT	272.33/VMT
2023	0.375%	8.265%	0.4379	0.0189	0.5646	0.0219	N/A	N/A	267.95/VMT	261.35/VMT
2022	0.375%	8.265%	0.4190	0.0103	0.5427	0.0119	N/A	N/A	257.40/VMT	251.06/VMT
2021	0.375%	8.265%	0.4087	0.0160	0.5308	0.0185	N/A	N/A	328.34/VMT	320.63/VMT
2020	0.375%	8.265%	0.3927	0.0098	0.5123	0.0113	N/A	N/A	320.71/VMT	313.18/VMT
2019	0.375%	8.265%	0.3829	0.0145	0.5010	0.0168	N/A	N/A	267.58/VMT	303.11/VMT
2018	0.375%	8.265%	0.3684	0.0155	0.4842	0.0179	N/A	N/A	262.69/VMT	297.58/VMT
2017	0.375%	7.725%	0.3529	0.0239	0.4663	0.0403	N/A	N/A	262.69/VMT	297.58/VMT
2016	0.375%	7.725%	0.3289	0.0348	0.4386	0.0403	N/A	N/A	258.20/VMT	292.50/VMT
2015	0.375%	7.725%	0.2942	0.0378	0.3983	0.0438	N/A	N/A	253.39/VMT	287.05/VMT

¹ The RTC's sales tax rate may only be changed with the approval of the Board of County Commissioners and enacted State legislation. Effective November 1, 1982, the Board of County Commissioners imposed a sales tax of 1/4 cent for mass transit or the construction of public roads. Effective July 1, 2003, the Board of County Commissioners imposed an additional 1/8 cent sales tax.

² The RTC's motor vehicle fuel tax rate may only be changed with the approval of the Board of County Commissioners and enacted State legislation. In 1965, a \$0.01 per gallon fuel tax was levied for the purpose of constructing and improving the street and highway transportation facilities within Washoe County. In 1971, it was increased to \$0.02 per gallon and in 1982 to \$0.04 per gallon. In April of 1994, a temporary additional \$0.05 per gallon was approved then made permanent in September of 1995. Reference note 3 below. Annual rates reflect year-to-year cumulative indexing.

³ Effective October 1, 2003, the Board of County Commissioners approved fuel tax indexing which imposed additional new taxes on motor vehicle fuel. On the first day of each fiscal year, motor vehicle fuel tax was increased by (i) the lesser of 4.5 percent or (ii) the average percentage of the increase in the Consumer Price Index for West Urban Consumers for the preceding 5 years. At the November 2008 election, County voters approved RTC5 and the State Legislature enacted the bill which revised the indexing provisions for the 9-cent motor vehicle fuel tax. The county was thereby authorized to impose additional taxes on motor vehicle fuel and special fuels for the benefit of the Commission, and provided for annual increases in such taxes to be calculated using a formula based on (i) the lesser of 7.8% or (ii) a rolling 10-year average of the changes in the Producer Price Index for Street and Highway Construction. The PPI adjustments were imposed on the CPI adjusted rate of 10.5621 cents per gallon. The PPI adjusted rate went into effect with April 2010 fuel tax collections. Rates shown reflect the annual change in the index.

⁴ The imposition of an impact fees for the construction of new roads and to make capacity improvements is established by State legislation. RTC impact fee rates may only be changed with the approval of ordinances adopted by all participating local governments. The 2003 passage of WC-2 allowed for the indexing of impact fee and NRS 278B.225 was established to allow automatic inflationary adjustments to the fees. Rates shown are based on a single-family detached home.

⁵ Effective January 31, 2022 the 7th edition of the Regional Road Impact Fee (RRIF) System General Administrative Manual (GAM) was revised to decrease Impact fee rates by 2.16%.

Source: Nevada Department of Taxation and Regional Transportation Commission

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

RATIOS OF OUTSTANDING DEBT BY TYPE

**Last ten fiscal years
(Amounts expressed in thousands)**

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Governmental activities										
Revenue bonds	\$ 288,465	\$ 296,765	\$ 304,675	\$ 312,215	\$ 319,400	\$ 346,612	\$ 390,732	\$ 398,335	\$ 404,936	\$ 411,248
Less Deferred amounts										
Bond Premium	27,041	28,545	30,048	31,551	33,055	22,016	9,180	9,558	9,937	10,316
Bond Discount	-	-	-	-	-	(9)	(25)	(41)	(41)	(72)
Total primary government	<u>\$ 315,506</u>	<u>\$ 325,310</u>	<u>\$ 334,723</u>	<u>\$ 343,766</u>	<u>\$ 352,455</u>	<u>\$ 368,619</u>	<u>\$ 399,887</u>	<u>\$ 407,852</u>	<u>\$ 414,832</u>	<u>\$ 421,492</u>
Percentage of personal income	<u>0.8135%</u>	<u>0.9230%</u>	<u>1.0618%</u>	<u>1.1507%</u>	<u>1.2689%</u>	<u>1.4424%</u>	<u>1.7733%</u>	<u>1.9179%</u>	<u>2.0571%</u>	<u>2.2094%</u>
Per capita	<u>\$ 0.63</u>	<u>\$ 0.65</u>	<u>\$ 0.69</u>	<u>\$ 0.72</u>	<u>\$ 0.75</u>	<u>\$ 0.79</u>	<u>\$ 0.86</u>	<u>\$ 0.89</u>	<u>\$ 0.92</u>	<u>\$ 0.95</u>

Details regarding the RTC's outstanding debt can be found in the notes to the financial statements. See the Schedule of Demographic and Economic Statistics on page 117 for personal income and population data.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**COMPUTATION OF GENERAL OBLIGATION
DIRECT AND OVERLAPPING DEBT**

**As of June 30, 2024
(amounts expressed in thousands)**

Name of Governmental Unit	Debt Outstanding	Presently Self-Supporting Debt	Percent Applicable to Washoe County ¹	Applicable Net Debt
Direct ²				
Regional Transportation Commission				
Revenue bonds ³	\$ 288,465	\$ 288,465	0%	\$ 288,465
Bond Premiums	27,041	27,041		27,041
Total Direct Debt	<u>315,506</u>	<u>315,506</u>		<u>315,506</u>
Overlapping				
Washoe County School District	1,244,452	-	100%	1,244,452
Reno-Sparks Convention & Visitors Authority	55,610	55,610	100%	-
City of Reno	86,296	-	100%	86,296
City of Reno supported by specific revenue	319,397	319,397	100%	-
City of Reno - Special Assessment bonds ⁴	2,730	2,730	100%	-
City of Sparks	20,690	-	100%	20,690
City of Sparks - Sewer and Utility bonds	259	259	100%	-
Incline Village General Improvement District	6,417	6,417	100%	-
State of Nevada	1,436,400	256,428	15.19%	179,263
Total Overlapping Debt	<u>3,172,251</u>	<u>640,841</u>		<u>1,530,701</u>
 Total Direct and Overlapping debt	 <u>\$ 3,487,757</u>	 <u>\$ 956,347</u>		 <u>\$ 1,846,207</u>

¹ Based on FY 2023-2024 assessed valuation in the respective jurisdiction.

² Includes all governmental debt activities and related bond premiums, discounts, and deferred refunding charges.

³ Revenue bonds are not general obligation, but are special limited obligation of the County payable solely from the pledged revenue.

⁴ Special assessment bonds are not general obligations of Washoe County, or of the City of Reno. If, however, the special assessments collected, with all other available resources were insufficient to meet debt service requirements on these bonds, the respective bond ordinances require that the deficiency be made up with the government's general funds.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

PLEGDED REVENUE BOND COVERAGE AND LIMITATIONS

Last ten fiscal years

Debt Service				Motor Vehicle Fuel Tax ¹			Public Transportation Tax ³	Limitations ⁴	Bond Coverage ⁵		
Fiscal Year	Principal	Interest	Total Debt Service	RTC 9¢ + Index ²	Washoe County 5.35¢ + 1¢	Total Net Pledged Fuel Tax Revenues	Total Net Pledged Public Transportation Tax Revenues	Revenues in Excess of Debt Service	Bond Coverage Actual	Bond Coverage Required	Excess Coverage
2024	\$ 8,300,000	\$ 15,740,111	\$ 24,040,111	\$ 102,211,146	N/A	\$ 102,211,146	\$ 15,054,267	\$ 93,225,302	425%	200%	225%
2023	7,910,000	15,026,773	22,936,773	96,662,346	N/A	96,662,346	14,624,293	88,349,866	421%	200%	221%
2022	7,540,000	14,294,935	21,834,935	95,583,664	N/A	95,583,664	14,693,554	88,442,283	438%	200%	238%
2021	7,185,000	15,764,784	22,949,784	92,079,885	N/A	92,079,885	13,037,154	82,167,255	401%	200%	201%
2020	6,626,000	15,554,662	22,180,662	85,470,620	N/A	85,470,620	11,077,938	74,367,896	385%	200%	185%
2019	2,303,000	19,445,659	21,748,659	86,738,311	N/A	86,738,311	10,450,532	75,440,184	399%	200%	199%
2018	7,603,000	19,789,748	27,392,748	81,179,894	N/A	81,179,894	10,211,947	63,999,093	296%	125%	171%
2017	6,604,000	20,058,757	26,662,757	75,058,070	N/A	75,058,070	9,378,033	57,773,346	282%	125%	157%
2016	6,309,000	20,362,279	26,671,279	68,015,031	N/A	68,015,031	8,864,538	50,208,290	255%	125%	130%
2015	6,096,000	20,584,244	26,680,244	58,934,179	N/A	58,934,179	8,228,147	40,482,082	221%	125%	96%

¹ The amounts of these taxes have increased over the years. In 1977, the rates were 2¢ and 1½¢. In 1982, these were raised to 4¢ and 1½¢. In 1983, they were increased again to the level of 4¢ and 3¢. In 1986 the 3¢ motor vehicle fuel tax previously distributed to the RTC for bond covenant provisions was distributed by the State of Nevada directly to Washoe County and the Cities of Reno and Sparks, as provided for in Chapter 365 of the Nevada Revised Statutes. The 3¢ rate was increased to 4.28¢ in 1988 and 5.35¢ in 1989. In April 1994, the 4¢ was raised to 9¢. In 1983, the 1¢ rate was implemented for Washoe County roads.

² The bond covenant provisions of the 2018, 2019 and 2010 Series E and F revenue bonds identify as net pledged revenues motor vehicle fuel taxes consisting of the 9¢ per gallon motor vehicle fuel tax together with prior annual increases to that base rate calculated as the lesser of: (i) 4.5% increase or (ii) the average percentage of the increase in the Consumer Price Index for West Urban Consumers for the preceding 5 years. Pursuant to a ballot measure in November 2008 and subsequent enactment of Chapter 501 at the State Legislature, additional taxes were imposed on motor vehicle fuel and special fuels for the benefit of the RTC which provided for annual increases using a formula based on the lesser of (i) 7.8% or (ii) a rolling 10-year average of changes in the Producer Price Index (PPI) for Street and Highway Construction. The PPI rate went into effect January 1, 2010 and is adjusted on July 1, annually.

³ The bond covenant provisions of the 2010 Series H revenue bonds identify as net pledged revenues sales taxes imposed at a rate of one-eighth of one percent (.0125%) and income derived from any additional Sales Tax imposed by the County should the RTC Board choose to include the additional tax in pledged revenues. The RTC Board may elect to include additional taxes in pledged revenues for the remaining term of the 2010H bonds by adoption of a resolution or ordinance to include such tax.

⁴ The following limitations on bond coverage are calculated in these columns:

- a. Nevada Revised Statutes 373.130 states that revenues from vehicle fuel tax must be adequate to meet the payment of outstanding debt as it becomes due.
- b. Washoe County Bond Ordinance requires that the net pledged revenues derived in any twelve consecutive months of the last eighteen months of fiscal year immediately preceding the date of the issuance of such additional parity securities shall have been at least sufficient to pay an amount equal to 200% of the combined maximum annual principal and interest requirements of the outstanding bonds and any other outstanding parity securities of the County and the parity securities proposed to be issued (excluding any reserves therefore).

⁵ The Actual Bond Coverage and Excess Coverage are calculated as follows:

- a. Bond Coverage – Actual is equal to the Total Net Pledged Fuel Tax Revenues divided by Total Debt Service.
- b. Excess Coverage is equal to the difference between Bond Coverage – Actual and Bond Coverage – Required.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

DEMOGRAPHIC AND ECONOMIC STATISTICS

**Last ten fiscal years
(Dollars Expressed in Thousands)**

Fiscal Year	Population¹	Personal Income²	Per Capita Personal Income²	Median Age³	Total Labor Force⁴	Unemployment Rate (Percent)⁴	Construction Activity - Total Value⁵	Number of New Family Units⁵
2024	498,022	\$ 38,784,839	82	39.5	265,454	5.0%	\$ 391,470	540
2023	496,745	35,246,181	74	39.5	263,078	4.5%	466,715	443
2022	486,492	31,523,753	66	38.5	254,381	3.3%	678,435	596
2021	478,355	29,875,442	63	38.6	251,933	4.9%	719,607	692
2020	472,069	27,776,003	60	38.1	255,915	3.2%	450,868	617
2019	464,630	25,556,498	55	38.0	250,005	3.6%	458,823	572
2018	460,237	22,549,907	49	37.9	239,119	4.2%	345,710	481
2017	459,142	21,265,239	46	37.5	223,409	4.0%	301,127	378
2016	451,248	20,164,911	45	37.5	213,923	6.4%	231,742	320
2015	444,008	19,077,494	43	37.4	213,773	6.4%	246,628	255

Sources:

¹ FY 2015 - FY 2023 data source: Nevada State Demographer's Office - NV Small Business Development Center

² FY 2015 - FY 2024: BEA 2012 Estimate with Compound Annual Growth Rate applied

³ FY 2015 - FY 2018: Trend applied to U.S. Census Bureau, American Community Survey 5-Year Estimates
FY 2019 - FY 2024: United States Census Bureau

⁴ Total represents the average labor force during the fiscal year. Nevada State Department of Employment, Training and Rehabilitation (DETR)

⁵ Washoe County Building and Safety Department - Construction Activity - Total Value

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

PRINCIPAL EMPLOYERS

Current year and nine years ago

Employer	December, 2023			December, 2014		
	Employees ¹	Rank	Percentage of Total County Employment	Employees ¹	Rank	Percentage of Total County Employment
Washoe County School District	8,750	1	3.62%	8,750	1	4.51%
University of Nevada - Reno	4,750	2	1.97%	4,250	2	2.19%
Washoe County	3,419	3	1.42%	2,750	4	1.42%
Renown Medical Center	3,250	4	1.35%	2,750	3	1.42%
Peppermill Hotel Casino - Reno	2,500	5	1.04%	2,250	5	1.16%
Nugget Casino	2,500	6	1.04%			
Grand Sierra Resort	2,500	7	1.04%	1,750	9	0.90%
Harrah's	2,500	8	1.04%			
St. Mary's	2,500	9	1.04%			
Silver Legacy Resort Casino	2,500	10	1.04%	1,750	7	0.90%
International Game Technology PLC ²	-	-	-	1,750	6	0.90%
Atlantis Casino Resort	-	-	-	1,750	8	0.90%
Eldorado Hotel & Casino	-	-	-	1,250	10	0.64%
Total Washoe County Covered Employment	241,410			194,179		

¹ Nevada Revised Statutes Chapter 612 stipulates that actual employment for individual employers may not be published. The Nevada Department of Employment Training and Rehabilitation outsources the publication of this information to Infogroup and Nevada Workforce. Infogroup publishes employee counts in ranges of 5000. The number of employees shown are estimated using the midpoint.

² International Game Technology was acquired by Gtech in 2015 becoming International Game Technology PLC.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

FULL TIME EQUIVALENT GOVERNMENT EMPLOYEES BY DEPARTMENT

Last ten fiscal years

Department	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Executive	4.50	6.50	4.50	4.50	4.50	4.00	4.00	4.00	4.00	2.00
Administrative Services ¹	13.50	12.50	13.00	7.25	7.25	6.75	6.75	6.75	6.75	7.25
Finance	12.50	12.50	13.50	13.50	13.50	13.50	13.00	13.00	13.00	13.00
Engineering	13.50	13.50	13.50	17.50	17.50	17.50	17.00	17.00	17.00	17.00
Metropolitan Planning Organization	8.50	8.50	10.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50
Public Transportation and Operations	20.50	20.50	21.50	25.00	26.00	24.50	24.50	24.38	24.88	21.88
Total Budgeted Employees ²	<u>73.00</u>	<u>74.00</u>	<u>76.50</u>	<u>80.25</u>	<u>81.25</u>	<u>78.75</u>	<u>77.75</u>	<u>77.63</u>	<u>78.13</u>	<u>73.63</u>
Total Actual Employees ³	<u>66.00</u>	<u>65.00</u>	<u>61.00</u>	<u>67.50</u>	<u>70.00</u>	<u>70.60</u>	<u>65.60</u>	<u>64.48</u>	<u>65.00</u>	<u>65.75</u>

¹ In FY 2022, Administrative Services were centralized

² Source: RTC Finance Department Budget documents

³ Source: Payroll FTE count as of June 30th

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

RIDE OPERATING STATISTICS

Last ten fiscal years

Fiscal Year	Fleet Size ¹	Revenue Miles	Revenue Hours	Passengers	Full Time Equivalent Employees (FTE)			Total FTE's
					Bus Operators	Maintenance Personnel	Other	
2024	76	2,939,439	258,698	5,311,032	168.0	38.0	29.0	235.0
2023	78	2,767,752	255,430	4,865,750	161.0	35.0	30.0	226.0
2022	82	2,023,497	183,049	3,597,006	158.0	32.0	12.0	202.0
2021	84	2,839,671	265,543	5,184,734	145.0	28.0	20.0	193.0
2020	77	3,403,183	308,593	8,185,326	170.0	35.0	21.5	226.5
2019	77	2,837,771	256,326	7,197,386	134.1	28.9	15.6	178.6
2018	75	2,825,116	247,779	7,396,590	136.6	28.0	19.0	183.6
2017	69	2,875,232	253,097	7,416,158	141.0	27.0	19.0	187.0
2016	72	2,887,039	252,943	7,715,419	164.0	38.0	20.0	222.0
2015	81	2,888,968	252,515	8,140,908	160.0	29.0	19.0	208.0

¹ Includes Peak, Spares, and Contingency.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

ACCESS / FLEX RIDE - OPERATING STATISTICS

Last ten fiscal years

Fiscal Year	Fleet Size ¹	Full Time Equivalent Employees (FTE)									
		ACCESS Revenue Miles	ACCESS Revenue Hours	ACCESS Passengers	FLEX RIDE Revenue Miles ²	FLEX RIDE Revenue Hours ²	FLEX RIDE Passengers ²	Van Operators	Maintenance Personnel	Operations Personnel	Total FTE's
2024	57	826,158	56,955	104,682	541,450	35,435	92,886	58.0	5.0	19.0	82.0
2023	57	836,100	59,420	105,614	351,360	24,776	58,979	56.0	4.0	17.0	77.0
2022	45	953,934	61,550	118,659	137,040	10,733	25,815	38.0	3.0	18.5	59.5
2021	43	1,019,354	77,010	121,468	-	-	-	48.0	5.0	17.0	70.0
2020	50	1,368,087	91,349	182,556	-	-	-	42.0	4.0	13.0	59.0
2019	45	1,697,800	104,718	226,913	-	-	-	54.4	5.0	19.3	78.7
2018	45	1,593,665	101,872	251,461	-	-	-	57.5	5.0	19.0	81.5
2017	54	1,376,682	85,025	231,438	-	-	-	40.5	4.0	14.5	59.0
2016	63	1,383,323	83,112	224,812	-	-	-	47.5	3.0	17.0	67.5
2015	50	1,362,329	82,869	227,060	-	-	-	50.0	3.0	13.0	66.0

¹ Includes Peak and Spares.

² Flex Ride data was reported starting from January 2022.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

CAPITAL ASSET INFORMATION ¹

As of June 30, 2024

	Year ²	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
<u>Facilities</u>											
2050 Villanova Drive, Reno NV 89502	1984	1	1	1	1	1	1	1	1	1	1
600 Sutro Street, Reno NV 89512	1993	1	1	1	1	1	1	1	1	1	1
1105 Terminal Way, Reno NV 89502	2000	1	1	1	1	1	1	1	1	1	1
1421 Victorian Avenue, Sparks NV 89432	2009	1	1	1	1	1	1	1	1	1	1
200 East 4th Street, Reno NV 89501	2011	1	1	1	1	1	1	1	1	1	1
<u>Other assets</u>											
Number of RIDE Passenger Shelters ³		123	123	105	110	113	132	121	117	116	115
Number of RIDE revenue vehicles (fleet) ⁴		67	78	82	84	77	77	75	69	72	81
Number of ACCESS revenue vehicles (fleet) ⁴		62	57	45	46	50	45	45	54	63	50
Number of Maintenance & Operation staff vehicles ⁵		15	15	13	12	20	20	24	24	25	27

¹ More information about capital assets can be found in the notes to the financial statements.

² Fiscal year facility was acquired or construction completed.

³ Shelter information includes only installed shelters and RAPID stations.

⁴ Revenue vehicles include active fleet only. Active fleet consists of Peak, Spares, and Contingency vehicles.

⁵ Staff vehicles include RIDE, ACCESS, and RTC support vehicles.



COMPLIANCE SECTION

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Commissioners
Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Regional Transportation Commission, Reno, Sparks, and Washoe County, Nevada (RTC) as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise RTC's basic financial statements, and have issued our report thereon dated November 26, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered RTC's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of RTC's internal control. Accordingly, we do not express an opinion on the effectiveness of RTC's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether RTC's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Crowe LLP". The letters are cursive and fluid.

Crowe LLP

Sacramento, California
November 26, 2024

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR MAJOR FEDERAL PROGRAM;
REPORT ON INTERNAL CONTROL OVER COMPLIANCE

To the Commissioners
Regional Transportation Commission
Reno, Sparks, and Washoe County, Nevada

Report on Compliance for Major Federal Program

Opinion on Major Federal Program

We have audited the Regional Transportation Commission, Reno, Sparks, and Washoe County, Nevada (RTC's) compliance with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement that could have a direct and material effect on RTC's major federal program for the year ended June 30, 2024. RTC's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, RTC complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2024.

Basis for Opinion on Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of RTC and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of RTC's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to RTC's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on RTC's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about RTC's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding RTC's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of RTC's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of RTC's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Crowe LLP
Crowe LLP

Sacramento, California
November 26, 2024

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year ended June 30, 2024**

Federal Grantor/Pass-Through Grantor Program Title	Federal Assistance Listing Number	Grant / Agreement Number	Grant Award Amount	Federal Expenditures 2024	Amounts Passed through to Subrecipients
<u>U. S. Department of Transportation</u>					
<u>Federal Transit Administration</u>					
<u>Federal Transit Cluster</u>					
Direct Award					
Federal Transit - Capital Investment Grant	20.500	#NV-2022-014	\$ 300,000	\$ 174,595	\$ -
		Total Capital Investment Grant	300,000	174,595	-
Direct Award					
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2017-013	6,375,105	159,649	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2019-018	7,117,512	248,402	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2019-020	7,750,000	9,259	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2020-018	7,297,750	1,049,639	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2020-019	1,350,000	261,943	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2022-006	2,100,000	1,417,946	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2022-019	1,699,999	1,063,660	-
		Total Urbanized Area Formula	33,690,366	4,210,498	-
Direct Award					
Federal Transit - Bus & Bus Facilities Formula Grant	20.526	#NV-2017-014	647,857	960	-
Federal Transit - Bus & Bus Facilities Formula Grant	20.526	#NV-2018-011	896,474	257,886	-
Federal Transit - Bus & Bus Facilities Formula Grant	20.526	#NV-2019-017	875,011	21,440	-
Federal Transit - Bus & Bus Facilities Formula Grant	20.526	#NV-2020-017	915,821	115,820	-
Federal Transit - Low or No Emissions Grant Program	20.526	#NV-2023-008	6,488,000	2,418,275	-
		Total Bus & Bus Facilities Formula and Low or No Emission	9,823,163	2,814,381	-
		Total Federal Transit Cluster	43,813,529	7,199,474	-
<u>Transit Services Program Cluster</u>					
Direct Award					
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	#NV-2021-026	1,149,344	380,456	380,456
		Total Transit Services Programs Cluster	1,149,344	380,456	380,456
		Total Federal Transit Administration - Direct Awards	44,962,873	7,579,930	380,456

(continued)

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year ended June 30, 2024**

Federal Grantor/Pass-Through Grantor Program Title	Federal Assistance Listing Number	Grant / Agreement Number	Grant Award Amount	Federal Expenditures 2024	Amounts Passed through to Subrecipients
<u>Federal Highway Administration</u>					
Highway Planning and Construction					
Passed through State of Nevada Department of Transportation					
Highway Planning and Construction Grant	20.205	#PR199-22-063	\$ 2,280,000	\$ 402,722	\$ -
Highway Planning and Construction Grant	20.205	#PR237-23-063	350,000	303,331	-
Highway Planning and Construction Grant	20.205	#PR207-23-802	3,722,930	1,642,604	-
Highway Planning and Construction Grant	20.205	#PR187-23-063	5,000,000	1,068,615	-
Highway Planning and Construction Grant	20.205	#PR202-23-063	27,368,421	996,250	-
Highway Planning and Construction Grant	20.205	#PR280-21-063	15,526,316	1,707,338	-
Highway Planning and Construction Grant	20.205	#PR321-23-063	4,210,526	799,985	-
Highway Planning and Construction Grant	20.205	#PR366-23-063	4,736,842	250,779	-
		Total Highway Planning and Construction	63,195,035	7,171,624	-
		Total Federal Highway Administration	63,195,035	7,171,624	-
TOTAL EXPENDITURES OF FEDERAL AWARDS - UNITED STATES DEPARTMENT OF TRANSPORTATION:			\$ 108,157,908	\$ 14,751,554	\$ 380,456

The notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year ended June 30, 2024

NOTE A – BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal grant activity of the Regional Transportation Commission (RTC) under programs of the federal government for the year ended June 30, 2024. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the RTC, it is not intended to and does not present the financial position, changes in net position, or cash flows of the RTC.

RTC received federal awards both directly from federal agencies and indirectly through pass-through entities. Federal financial assistance provided to a subrecipient is treated as an expenditure when it is paid to the subrecipient.

NOTE B – SIGNIFICANT ACCOUNTING POLICIES

Governmental fund types account for the RTC's federal grant activity. Therefore, expenditures in the schedule of expenditures of federal awards are recognized on the accrual basis of accounting. The RTC's summary of significant accounting policies is presented in Note A in the RTC's basic financial statements.

The RTC has not elected to use the 10% de minimis cost rate.

Such expenditures are recognized following, as applicable, either the cost principles in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments or the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

REGIONAL TRANSPORTATION COMMISSION
 RENO, SPARKS AND WASHOE COUNTY, NEVADA
 SCHEDULE OF FINDINGS AND QUESTIONED COSTS
 Year ended June 30, 2024

Section I – Summary of Auditor’s Results

Financial Statements

Type of auditor's report issued on whether the financial statements audited were prepared in accordance with GAAP:

Unmodified

Internal control over financial reporting:

Material weakness(es) identified?

_____ Yes x No

Significant deficiency(ies) identified?

_____ Yes x None reported

Noncompliance material to financial statements noted?

_____ Yes x No

Federal Awards

Internal control over major programs:

Material weakness(es) identified?

_____ Yes x No

Significant deficiency(ies) identified?

_____ Yes x None reported

Type of auditors' report issued on compliance for major federal programs:

Unmodified

Any audit findings disclosed that are required to be Reported in accordance with 2 CFR 200.516(a)?

_____ Yes x No

Identification of major programs:

Assistance Listing Number

Name of Federal Program or Cluster

20.500 / 20.507 / 20.526

Federal Transit Cluster

Dollar threshold used to distinguish between type A and type B programs:

\$750,000

Auditee qualified as low-risk auditee?

 x Yes _____ No

Section II – Financial Statement Findings

None

Section III – Federal Award Findings and Questioned Costs

None



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Building A Better Community Through Quality Transportation





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/20/2024

Agenda Item: 5.2.

To: Regional Transportation Commission

From: Paul Nelson, Government Affairs Officer

SUBJECT: Federal Priorities

RECOMMENDED ACTION

Approve the RTC federal priorities and provide direction accordingly.

BACKGROUND AND DISCUSSION

The RTC has created federal policy priorities, transit priorities, and highway priorities, attached, to help guide us into the future. The Federal Priorities serve as a guideline to prioritize projects for federal funding, and guide discussions with Nevada's Federal Delegation regarding Congressionally Directed Spending and discretionary grant opportunities. If a grant does not align with one of these priorities, the RTC will look at other projects that better fit the criteria.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS BOARD ACTION

12/15/2023 Approved the RTC federal priorities and provide direction accordingly.

FEDERAL PRIORITIES

The RTC is committed to working with our federal partners to improve and enhance safety, mobility, and transportation options in our community. The RTC has created federal policy priorities, transit priorities, and highway priorities, listed below, to help guide us into the future. The Federal Priorities serve as a guideline to prioritize projects for federal funding. If a grant does not align with one of these priorities, the RTC will look at other projects that could fit the criteria.

RTC 2025 FEDERAL PRIORITIES

TRANSIT PRIORITIES

- **Bus Maintenance Facility Replacement**

This project is a priority as the relocation of our current bus maintenance facility is required due to Phase 4 of the Spaghetti Bowl project. As RTC expands service to keep pace with a growing community and an impending NDOT project necessitates the relocation of the facility, a new site will need to be acquired, and a replacement facility developed prior to NDOT's start of construction. This project will allow for on-site investment in hydrogen-fueling infrastructure. Additionally, the new facility is planned to provide space for long-term expansion of the fleet, notably alternative-fuel vehicles.

- **4th Street Station Expansion**

RTC's 4th Street Station is the primary transit hub for the region and currently has almost 5,000 daily boardings at the facility. This facility is landlocked on three sides but RTC is examining opportunities to expand the area southward to accommodate additional electric bus charging stations and improve the overall passenger experience by modifying pedestrian circulation, adding additional bus bays, and other enhancements to the facility. In addition, RTC staff is developing a partnership with the Downtown Reno Partnership (DRP) to establish new DRP offices at 4th Street Station. By establishing DRP offices at 4th Street Station, the RTC aims to strengthen security measures, improve the overall transit experience, and foster a more inclusive environment for all residents and visitors. This strategic investment in community safety and security will not only provide additional resources at the station but also reinforce RTC's commitment to supporting vulnerable populations while enhancing the safety of our transit system.

HIGHWAY PRIORITIES (FREEWAY IMPROVEMENTS)

- **I-80 Improvements (Spaghetti Bowl Phase 2)**

I-80 is a nationally significant freight corridor and critical for regional mobility within the Truckee Meadows. NDOT studies identified short- and long-term investments to improve safety, and travel time reliability between the Spaghetti Bowl and Sparks Boulevard to the Tahoe-Reno Industrial (TRI) Center in Storey County.

HIGHWAY PRIORITIES (REGIONAL ROAD IMPROVEMENTS)

- **Transportation Expansion to Tahoe-Reno Industrial Center**

Continuous population and development growth in western Nevada is putting increasing pressure on existing roadway systems. The I-80 corridor, east of the City of Sparks to SR 439 (USA Parkway), has experienced a significant rise in congestion and safety issues, driven largely by the development of the Tahoe-Reno Industrial Center (TRIC). TRIC has already created more than 15,000 jobs, with 80.3% of employees residing in the Reno-Sparks area. Projections indicate that by 2040, TRIC will support between 35,000 and 50,000 jobs, further amplifying the need for alternative routes in addition to widening Interstate 80. To address these challenges, connecting La Posada Drive in the City of Sparks and South Meadows Parkway in South Reno to USA Parkway will help relieve congestion and improve safety on I-80. Additionally, the RTC is conducting a feasibility study to evaluate commuter rail options between Reno-Sparks and TRIC to reduce traffic through the Truckee River Canyon. These measures aim to support regional growth, improve mobility, and enhance safety for the expanding population and workforce.
- **Sun Valley Boulevard Corridor Improvements**

The segment of Sun Valley Boulevard from Scottsdale Road to 7th Avenue experiences a significant amount of pedestrian traffic and is one of the highest transit ridership areas not located on a Bus Rapid Transit (BRT) route. A portion of this roadway has been identified on the region's High Injury Network (HIN), where the top 25% of the most severe crashes have occurred. The project will address active transportation and safety needs in this Historically Disadvantaged Community. Significant design work has already been accomplished and the project is in a "shovel ready" state.
- **Keystone Avenue Bridge Replacement**

The Keystone Avenue Bridge over the Truckee River is structurally deficient and does not accommodate pedestrians and bicyclists. This project will allow the replacement of a piece of failing infrastructure with a safer alternative, which will include bike and pedestrian facilities where there currently are none.
- **Highland Ranch Parkway/Pyramid Highway Intersection**

This intersection is a major connector between two areas that experience large amounts of growth. Traffic is currently experiencing longer delays and widening has been identified as an important solution here. This project addresses both congestion and safety. Construction of a grade separated interchange will allow better mobility at this busy intersection.
- **Geiger Grade Road Realignment**

The roundabout at the intersection of SR 341 Geiger Grade and Veterans Parkway in South Reno near U.S. 395 has seen a significant increase in area traffic since the completion of Veterans Parkway (the Southeast Connector Project) and various residential developments in the last decade. While interim improvements to the roundabout are being made in the near-term, long-term alternatives need to be evaluated to improve operations and relieve congestion at the existing intersection. The prospect of realigning Geiger Grade to connect directly with U.S. 395, south of the existing intersection was preliminarily studied prior to the completion of the Southeast Connector. Further evaluation of realignment alternatives is now needed to address diminishing operations and circulation in the area as noted in both the Mount Rose Corridor Plan and the South Meadows Multimodal Transportation Study.
- **Biggest Little Bike Network**

This collection of four routes in downtown Reno will reconfigure the roads to make it easier, safer, and more comfortable for people who want to walk, bike, or use scooters to move around. The \$29.6 million project will be designed to create more space between traffic and people who use micromodal transportation. The network will connect places like the University of Nevada,

Reno with Midtown and Downtown for commuting, create safer transportation to sports and entertainment venues, public transit, and improve access to jobs and grocery stores.

- **Vision Zero Truckee Meadows Improvements**

This is a collection of multimodal transportation improvements located on the region's High Injury Network (HIN) and identified for priority implementation in the Vision Zero Truckee Meadows Action Plan. The desired outcome of these projects would be to improve transportation safety for all road users, regardless of travel mode. Each of these individual projects is located in a Historically Disadvantaged Community and incorporates multiple Federal Highway Administration (FHWA) Proven Safety Countermeasures to achieve the goal of a reduction in fatal and serious injury crashes.

POLICY PRIORITIES

- **Environmental Streamlining**

Reduce project development costs and duration by reducing the duplication of efforts in the National Environmental Policy Act (NEPA) process. This includes reducing duplication in the Section 4(f) of the U.S. Department of Transportation Act of 1966 and Section 106 of the National Historic Preservation Act of 1966 processes and requirements. In addition, limiting the requirements for re-analyzing traffic data for a NEPA document would save time and resources.

- **Fully Fund Highway and Mass Transit Programs**

Fully fund federal transit and highway programs at levels authorized in the Infrastructure Investment and Jobs Act (IIJA). RTC encourages Congress to appropriate IIJA authorized levels for the Federal Highway and Transit Administration's formula and discretionary programs.

- **Support Efficiency of Federal Regulations**

Would recommend allowing for early acquisition of property before environmental review is complete for Federal Transit Administration projects to match Federal Highway Administration practice for roadway projects. Currently, the FHWA allows the acquisition of property before the National Environmental Protection Act (NEPA) process can begin. The FTA does not allow the purchase until the NEPA process is complete.

- **Support Development of Public Lands Management Approach**

The RTC is committed to partnering with diverse stakeholders to develop a well-balanced approach to public land management legislation addressing the needs of all regional partners in Washoe County. This effort is anticipated to allow federal lands to be recommended for development, creating permanent land conservation and helping to fund additional land preservation and conservation projects statewide.

- **Support Joint Development and Public-Private Partnerships**

The RTC supports the continuation of FTA's joint development program and the encouragement of economic development in transit corridors. RTC also supports the creation of incentives for grantees to include private sector participation in transit infrastructure projects, transit service delivery and related economic development projects. RTC supports the use of innovative financing tools, including but not limited to asset-recycling, Build America Bonds, private activity bonds, state infrastructure banks, increased authorization for the Transportation Infrastructure Finance and Innovation Act, and equity investment tax credits.

- **Support Regional Pavement Preservation**

Assist local government in identifying Federal funding opportunities for pavement preservation. The preservation of existing roads and highways in a state of good repair is an important tool to ensure the effective use of Federal funding while also improving transportation safety, reducing surface transportation-related greenhouse gas emissions, delivering equitable transportation options and access, and accommodating new and emerging technologies by upgrading the

region's existing infrastructure. Support of this policy is consistent with the Bipartisan Infrastructure Law and Presidential Executive Orders (Eos), including EO 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government.

- **Spare Ratio Flexibility**

With the transition to new technology, the spare ratio should be increased to acknowledge that zero-emission vehicles have longer lead times for replacement parts and support, so they could require more than a 1:1 ratio for operations. FTA should provide maximum flexibility on this policy to grantees and clearly communicate this message consistently from both HQ and regional FTA offices.

RECENT FEDERAL FUNDING ACCOMPLISHMENTS

- **Lemmon Drive Improvements and Resiliency Project**

Federal Funding Source: \$25 Million – Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant

The Lemmon Drive Segment 2 Project will reconstruct 3.7 miles of Lemmon Drive between Fleetwood Drive to Ramsey way above the 100-year flood plain of Swan Lake. The Project will also widen Lemmon Drive from Fleetwood Drive to Palace Drive, provide safe connections to the area's Historically Disadvantaged Communities, and improve the multimodal connectivity.

- **Hydrogen Fuel Cell Bus and Fueling Facility**

Federal Funding Source: \$8.78 Million – Low or No Emission (Low-No) Vehicle Program

The RTC has taken a leading role to successfully convert the bus fleet to 100 percent alternative fuels. The purchase of six hydrogen fuel cell buses and the expansion of hydrogen fueling infrastructure, as well as an innovative virtual reality program to train bus mechanics to use this cutting-edge technology will allow RTC to take the next step in this evolution.

- **6th Street For All**

Federal Funding Source: \$8.96 Million – Safe Streets and Roads for All

This project has been identified as a priority action item in the Vision Zero Truckee Meadows Action Plan. The need for improvements along this corridor is identified in numerous local and regional plans. The project is also part of a network of approved micromobility improvements in Downtown Reno. This corridor has been identified as having the highest safety needs, according to the region's High Injury Network. Project implementation would demonstrate not only a commitment to enhancing safety but to improving equitable access and supporting climate and sustainability goals.

- **Truckee Meadows Safety Action Plan**

Federal Funding Source: \$1.2 Million – Safe Streets and Roads for All

This comprehensive safety action plan aims to reduce and eliminate serious injury and fatal crashes affecting all roadway users. Advanced data collection and analysis will be used to update the regional high-injury network (HIN), identifying the top 25% of roadways most in need of safety improvements. Once identified, the HIN will inform targeted safety improvements and strategies to prevent roadway fatalities and serious injuries on the regional road network.

- **Arlington Avenue Bridges Replacement Project**

Federal Funding Source: \$7 Million – RAISE Grant, \$5.9 Million – STBG, \$2 Million – Community Project Funding,

This project consists of the replacement of the two Arlington Avenue Bridges at the Truckee River in downtown Reno. Additionally, the project will look to perpetuate and where possible enhance community access to the Truckee River and Wingfield Park as well as improve the hydraulic capacity of the Truckee River during flood events. There will be some aesthetic

enhancements incorporated into the bridge design. The bridges, roadway, and Wingfield Park are owned by the City of Reno.

- **Congressionally Directed Spending/Community Project Funding**

Federal Funding Source: \$4.5 Million – Congress

Congressman Mark Amodei set aside \$1 Million for the Eagle Canyon Safety and Operations Project. Senators Catherine Cortez Masto and Jacky Rosen designated \$2.5 Million for the Wedekind Road Pedestrian Improvements and \$1 Million for the Reno-Sparks Traffic Management Center



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/20/2024

Agenda Item: 5.3.

To: Regional Transportation Commission

From: Graham Dollarhide, Planning Manager

SUBJECT: Draft Coordinated Public Transit-Human Services Transportation Plan

RECOMMENDED ACTION

Receive a report on the draft Coordinated Public Transit-Human Services Transportation Plan (CTP).

BACKGROUND AND DISCUSSION

The Coordinated Public Transit-Human Services Public Transportation Plan (CTP) is a required planning document for the Federal Transit Administration's (FTA) Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) grant program. As the designated recipient for Section 5310 funds, the RTC must update the CTP every four years to identify the region's unmet needs and gaps in transportation of these demographics. To be eligible for funding, projects must be included in this plan. Additionally, RTC awards funding through the 5310 equivalent sales tax program to help meet the needs of seniors and individuals with disabilities. Developed with input from local representatives of public, private and nonprofit transportation and human services providers, as well the public, the CTP includes specific projects eligible for funding under the FTA's Section 5310 program and RTC's 5310 equivalent program.

RTC's last CTP was developed in 2020 and aligned with completion of the RTC's 2050 Regional Transportation Plan. This update to the CTP was also aligned with an associated update to the RTP. RTC staff will provide a presentation of the draft CTP and accept comments on the Plan.

A public comment period is currently open (November 25, 2024 – December 24, 2024). A presentation on the draft document was provided to the Citizens Multimodal Advisory Committee (CMAC) and Technical Advisory Committee (TAC) on December 4th and 5th, respectively. Comments will be incorporated into the final document, as appropriate, ahead of an anticipated adoption in January 2025.

This item supports Strategic Roadmap Goal #4, "Proactively manage congestion" and FY2025 RTC Goal, "Complete: Regional Transportation Plan Update".

FISCAL IMPACT

Funding for the development of the CTP was included in the FY2024-2025 Unified Planning Work Program (UPWP).

PREVIOUS BOARD ACTION

There has been no previous Board action taken.



CTP

Coordinated Public
Transit-Human Services
Transportation Plan

2024 Update





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CHAPTER 1

Introduction, Background, and Purpose

As part of the Regional Transportation Plan (RTP) update process, the Regional Transportation Commission of Washoe County (RTC) has coordinated efforts and development timelines to include an update to its Coordinated Public Transit-Human Services Transportation Plan (CTP). Fundamental to the Federal Transit Administration's (FTA) Section 5310 program is the requirement for projects that utilize this funding source to be "derived from a locally developed, coordinated public transit-human service transportation plan," (also known as a "coordinated plan"). Beyond the requirements of the funding program, the CTP is an opportunity to collaborate with regional partners not normally involved in the transportation planning process, understand the needs of vulnerable populations, and to identify projects that will improve the overall transportation system for the Truckee Meadows region. This document supersedes RTC's last CTP adopted in 2021 and will continue with regular updates according to the RTP's four-year timeframe.

The following sections of this chapter address how this document complies with the requirements of 49 C.F.R. 5310 and the dynamic between the FTA's Section 5310 program, RTC's Section 5310 program, and the RTC's 5310 equivalent sales tax program.

Subsequent chapters discuss the stakeholder, provider, and public outreach process, identifying existing conditions, and combining them with a demographic analysis before laying out an implementation plan based on unmet needs. It concludes with a comparison of needs to available resources and uses three scenarios to illustrate the potential to implement identified projects, as well as a summary of findings and recommendations.

FEDERAL REQUIREMENTS OF THE SECTION 5310 PROGRAM

Title 49 U.S.C. 5310 authorizes the formula assistance program for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. The FTA refers to this formula program as "the Section 5310 program." The FTA apportions the funds annually to States and/or Designated Recipients based on an administrative formula that considers the ratio of the number of seniors and individuals with disabilities in rural areas (under 50,000), small urbanized areas (50,000 – 200,000), and large urbanized areas (over 200,000.) These funds are subject to annual appropriations. The RTC is designated by the Governor as the Metropolitan Planning Organization (MPO) for the Reno metropolitan area. In that capacity, the RTC is responsible for establishing policy direction for transportation planning. This responsibility includes development and adoption of the Regional Transportation Plan (RTP), the Regional Transportation Improvement Program (RTIP), the Unified Planning Work Program (UPWP), and the Public Participation Plan (PPP), as well as the establishment and approval of federal funding priorities in certain program areas.

The RTC, under authority of the State, is the Designated Recipient of Section 5310 funding. The RTC Board has the final authority over expenditure to Section 5310 funding. The RTC's Program Management Plan (PMP) describes how the RTC administers Section 5310 funding but was recently updated to reflect a change in the way this funding is distributed.

FTA Circular 9070.1G is an issuance of guidance on the administration of the transit assistance program for seniors and individuals with disabilities under 49 U.S.C. 5310. This document details eligibility requirements, the planning process for and contents of a coordinated plan, and the contents and cycle of the plan. These aspects are further discussed in more detail in the following section.

Eligibility:

As noted above, the RTC is the designated recipient for Section 5310 funding. This designation is necessary for administration of funds and grants RTC responsibility for the selection of projects. Not less than 55 percent of available funding must be awarded to eligible agencies for carrying out “traditional” Section 5310 projects—those public transportation capital projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, unavailable, or inappropriate. Only the following entities are eligible for allocations of traditional Section 5310 funding:

- A private nonprofit organization; or
- A state or local governmental authority that:
 - is approved by a state to coordinate services for seniors and individuals with disabilities; or
 - certifies that there are no nonprofit organizations readily available in the area to provide the service.

For non-traditional, or “other,” 5310 projects, the list of eligible entities is as follows:

- a state or local governmental authority
- a private nonprofit organization
- an operator of public transportation that receives a Section 5310 grant indirectly through a recipient (i.e., a private taxi company that provides shared-ride taxi service to the general public on a regular basis).

In the past, the RTC has made awards to eligible agencies through subrecipient agreements that allow them to carry out projects according to the respective agreement. However, this necessitated smaller agencies, sometimes lacking the necessary expertise to manage federal awards, to navigate challenging project requirements, where the benefits may not have justified the administrative burden imposed by federal regulations.

The RTC no longer suballocates Section 5310 funding, but still uses these same eligibility requirements for its 5310 equivalent sales tax funding program. More information about this program is provided on page 10.

Planning Process:

The FTA strongly encourages coordination and consistency between the local coordinated public transit-human service transportation plan and metropolitan transportation planning process. To be eligible for Section 5310 funding, projects in urbanized areas must be included in the metropolitan transportation plan (the RTC’s Regional Transportation Plan—RTP), the transportation improvement program (the RTC’s Regional Transportation Improvement Program—RTIP), and the statewide transportation improvement program (NDOT’s One Nevada Transportation Plan).

Further, the coordinated plan must be developed and approved through a process that included participation by seniors; individuals with disabilities; representatives of public, private, and nonprofit transportation and human services providers; and other members of the public.

Chapter 2 of this document details the stakeholder and public involvement component of how this plan was developed, including the methodology, inventory, and various outreach activities.

Plan Contents and Cycle:

A locally developed, coordinated public transit-human services transportation plan identifies the transportation needs of individuals with disabilities, seniors, and people with low incomes; provides strategies for meeting those local needs; and prioritizes transportation services and projects for funding and implementation. The level to which these and other issues are addressed should be consistent with available resources and the complexity of the local institutional environment.

At a minimum, a coordinated plan must include:

- an assessment of available services that identifies current transportation providers (public, private, and nonprofit);
- an assessment of transportation needs for individuals with disabilities and seniors. This assessment can be based on the experiences and perceptions of the planning partners or on more sophisticated data collection efforts, and gaps in service;
- strategies, activities, and/or projects to address the identified gaps between current services and needs, as well as opportunities to achieve efficiencies in service delivery; and
- priorities for implementation based on resources (from multiple program sources), time, and feasibility for implementing specific strategies and/or activities identified.

The coordinated plan must be updated at least according to the RTP’s update cycle, which, in RTC’s case, is every four years. The RTC generally does not update its RTP or CTP more frequently than every four years, but will, on occasion, make amendments to the RTP. Amendments made to projects from the CTP are done via the RTIP and according to procedures outlined in the RTC’s Public Participation Plan.

RELATION TO OTHER PLANS

Previous CTP

The RTC’s previous CTP was completed in December 2020 and was intended to serve as a framework to improve coordination among transportation service providers and human service agencies to enhance transportation services for disadvantaged populations, as well as meet federal requirements for a locally developed, coordinated public transit-human services transportation plan. This CTP represents a continuation of transportation coordination and planning efforts that had begun under the first CTP completed in 2007 and were carried forward through each iteration of the plan.

However, this document also represents a deviation from standard practice in that projects are prioritized differently in response to the recent change in how funding is distributed. This change is discussed in more detail in the Additional Context section on page 10.

RTP

The RTC coordinates development of its CTP with its RTP development process for better consistency between the two documents and to achieve efficiencies in the similarly framed processes. For example, outreach activities during events specifically for seniors and individuals with disabilities were also used as opportunities to reach those demographics as part of the RTP outreach efforts. While the projects selected for award through the 5310 equivalent sales tax funding program are not required to be incorporated into the RTP, the awards will still be made based upon the prioritizations established and set forth in the CTP. All projects identified and funded through the CTP—whether using Section 5310 or sales tax revenues—will support many of the RTP’s goals and objectives, which reflect those established at the federal, state, and local levels.

The nine overarching goals of the RTP developed in parallel with this CTP are:

- **Safety** – To achieve a significant reduction in traffic fatalities and serious injuries on roadways.
- **Maintain Infrastructure Condition** – To maintain regional roadway infrastructure in a state of good repair.
- **Congestion Reduction** – To achieve a significant reduction in congestion on the roadway network.
- **System Reliability and Resiliency** – To improve the efficiency, resiliency, and overall reliability of the multimodal transportation system.

- **Freight Movement and Economic Vitality**
 - To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development.
- **Equity and Environmental Sustainability**
 - To enhance the performance of the transportation system while protecting and enhancing the natural environment.
- **Reduced Project Delivery Delays**
 - To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process.
- **Accessibility and Mobility**
 - To increase the accessibility and mobility of people on the multimodal transportation system and enhance the integration and connectivity of the multimodal transportation system.
- **Integrated Land-Use and Economic Development**
 - To increase partnership among local jurisdictions and other stakeholders to identify how transportation investments can support regional development, housing, and tourism goals.

The RTP’s objectives support the achievement of the goals for the multimodal transportation system. They are intended to reflect outcomes that are experienced by system users and the public, and integrate the objectives described in state transportation plans and processes. Each goal is addressed in its own chapter of the RTP. Each of those chapters identifies the associated objective, and the ongoing and planned efforts and strategies to achieve the goal.

Transportation Optimization Plan Strategies

The RTC’s short-range transit plan, known as Transportation Optimization Plan Strategies (TOPS), generally seeks to improve mobility and enhance quality of life in the region through enhanced transit service. While the plan aims to improve transit for all users, seniors and individuals with disabilities were among the key demographics considered in determining areas for potential demand. It also makes service recommendations specific to these groups through RTC’s Washoe Senior Ride program and ACCESS paratransit service. The goals and objectives of TOPS were derived from the prior short-range plan, and consider those outlined in the RTP:

- Enhance mobility for all residents of Washoe County
 - Provide fixed-route or microtransit service to most residents in the urbanized areas of Washoe County
 - Provide paratransit within 3/4 mile of fixed-route network by time of day and hour
 - Provide minimum frequencies and span of service based fixed-route service types
 - Integrate public transportation services for seamless travel between modes
- Ensure that service is safe, reliable, comfortable, and customer focused
 - Maintain and operate transit vehicles and stations to ensure customer safety (Safe)
 - Provide services which pick-up and drop-off customers consistently on-time (Reliable)
 - Provide service with adequate seating on-board vehicles (Comfortable)
 - Interact with customers in a courteous and helpful way (Customer Focused)
- Deliver service cost-effectively
 - Provide service which meets minimum productivity standards
 - Provide service which is a good value for taxpayers and customers
 - Test and evaluate innovative transit technologies and service delivery models
- Promote transit service as part of a sustainable future in Washoe County

- Provide frequent service on key corridors in support of transit-oriented development
- Extend the reach of the transit service by integrating with other alternative transportation modes
- Enhance the air-quality benefits of public transportation by providing service with low/no emission vehicles

Public Participation Plan

Federal regulations establish minimum standards for public participation to which development of the CTP must adhere. The RTC’s Public Participation Plan (PPP), last updated in 2022, details the public participation process, consistent with U.S. Department of Transportation (USDOT) and Nevada Revised Statutes (NRS) requirements.

It articulates the RTC’s commitment to an open and transparent interface with the public and relevant agencies to support the regional transportation planning process. Below are the overarching implementation tactics of the PPP which are consistent with the requirements outlined in 23 CFR 450.216. These principal objectives for public involvement are critical to the successful development and implementation of RTC’s transportation plans and projects.

- Seek valuable public participation throughout the planning process
- Seek Board and elected-representative involvement to ensure coordination with high-level regional and statewide plans
- Use effective, accessible, and equitable avenues for distributing information and receiving comments while engaging traditionally underserved populations
- Inform and educate the public during the planning and decision-making processes using accessible in-person and virtual tools
- Design participation initiatives that will support and encourage effective participation
- Conduct outreach that bridges language, cultural, and economic differences

- Provide reasonable accommodation(s) and access to people with disabilities, so that everyone can easily participate in the regional planning process
- Consider, evaluate, and respond to all public input
- Evaluate the public participation process regularly

The CTP’s public participation strategies are unique in that they deal specifically with populations that are typically underrepresented.

Following the process outlined in the PPP ensures transportation improvements are customized to the needs of these groups.

Statewide Coordinated Human Services Transportation Plan

The Nevada Department of Transportation’s Coordinated Human Services Transportation Plan, last published in 2019, was developed at a statewide level and specific to the needs of rural areas. While the plan’s focus is on meeting statutory requirements of the Section 5310 program, it is also viewed as a useful tool for generally identifying transportation resources and gaps in service, regardless of funding type. Many of these gaps in service are issues in rural communities—and the plan’s goals and strategies are tailored to address these issues. However, many of the issues faced by rural communities are centered around gaining access to urban parts of the state. Coordinating urban and rural services and opening lines of communication between the two are essential to the success of many of these goals. The plan details available resources and unmet needs by county, with Washoe County experiencing issues from a lack of services outside the urbanized area. NDOT and RTC share many of the area’s same partners in developing their respective coordinated plans, which also cover much of the same clientele. It is therefore necessary to coordinate efforts in order to minimize duplication of services and to maximize limited funding.



Plan Purpose and Approach

As previously discussed, this plan follows closely the requirements of the Section 5310 program. Many of the plan's elements are dictated by these requirements.

However, this plan will also address ways to maximize the use of existing resources and increase the efficiency of transportation service delivery among various agencies and organizations through private, non-profit, and public sectors. Overall, this is an opportunity to identify unmet needs for seniors and people with disabilities, reduce duplication of services, and improve the coordinated transportation system in the region.

The context surrounding this CTP is important to understand. The dynamic between the Section 5310 program and the equivalent sales tax program highlights the need for continuation of existing RTC programs and services versus the need for new or specialized services. Because projects funded by the Section 5310 program must be included in the CTP, and because the RTC has dedicated Section 5310 funding to its services, these projects and services must be identified during the planning process. However, it is the unmet needs and gaps in service that are typically the focal point of coordinated plans.

The planning process itself began with an understanding of the local community using an inventory of the existing transportation services in Washoe County and an analysis of demographic data, and expanded through the use of provider and other stakeholder interviews. These interviews were used to update information about existing transportation services and to identify unmet transportation needs and gaps in service. This was necessary to identify any potential duplications of service, how to best serve unmet needs, and to identify ways to improve the efficiency of service delivery in Washoe County. This information was disseminated internally and to stakeholders for review and approval. Key to the initial review was inclusion of community and stakeholder survey responses.

An opportunity to review the full draft report was later provided, with final comments incorporated prior to plan adoption. Weekly internal meetings were scheduled to discuss progress, key issues, direction, and next steps.

The result of these efforts is an updated CTP completed in coordination with the RTP and incorporated as an attachment. The following chapters contain the details of this process and the results of this most recent locally developed, coordinated effort.



ADDITIONAL CONTEXT

Program Management Plan

As referenced earlier in this chapter, the RTC's Program Management Plan, which describes the RTC's process for managing the FTA Section 5310 program funds, was recently updated to reflect changes to the way the RTC allocates this funding. Historically, the RTC has made Section 5310 funding available via a competitive selection process consistent with federal regulations. In response to subrecipient requests for increased operating assistance and fewer administrative requirements, the RTC discontinued award of Section 5310 funding to external agencies. This federal funding is now reserved solely for use by the RTC but continues to fund projects identified in the CTP. The RTC, in turn, makes an equivalent amount of local sales tax dollars available to previously eligible agencies using eligibility and project requirements that are similar to those used for the Section 5310 program. This limits the oversight and reporting requirements for the RTC and its awardees.

Where a minimum of 55 percent of funds had to be spent on capital projects, now the entirety of available funding can be spent on operating; and where oversight of projects continues to be required, now federal regulations no longer apply. However, the RTC still conducts a call for projects (similar to the competitive selection process), and still funds projects in support of those that were identified and prioritized as part of the coordinated planning process. The FTA notes that, while the plan is only required in communities seeking funding under the Section 5310 program, a coordinated plan should incorporate activities offered under other programs sponsored by federal, state, and local agencies to greatly strengthen its impact. The approach described above allows for the development of more viable and longer-term senior/disabled transportation projects, reduces the administrative burden and oversight of those programs, increases operating dollars, and allows for other efficiencies. The proposed change was provided to the public and stakeholders for review and comment and submitted to the FTA when finalized.



CHAPTER 2

Current Transportation Providers and Other Existing Conditions

The mix of transportation services in Washoe County includes public transit services, private for-profit and not-for profit providers, non-emergency medical providers, third-party network companies, and more. Some services have specific eligibility requirements and others are open to the public. Some have limited service areas or operational days and times while a few serve the entire region during most or all days and hours. This chapter reviews existing transportation services available throughout Washoe County, including when and where they operate, eligibility requirements, and operating characteristics such as service area, operating days and times, and whether there is a fee for the service.

Additionally, this chapter presents the demographics for the Reno-Sparks area and includes a discussion of how this data may impact transit ridership and decisions about where or what types of service may be needed. Certain demographic characteristics are strong indicators of demand for transportation service. For example, demographic factors showing high population densities of seniors, individuals with disabilities, and zero vehicle households indicate the potential for a higher propensity for transportation service need and use.

The following sections of this chapter provide details of the current transportation services available in the area, as well as demographics key to determining the area's level of transit propensity.

CURRENT TRANSPORTATION PROVIDERS

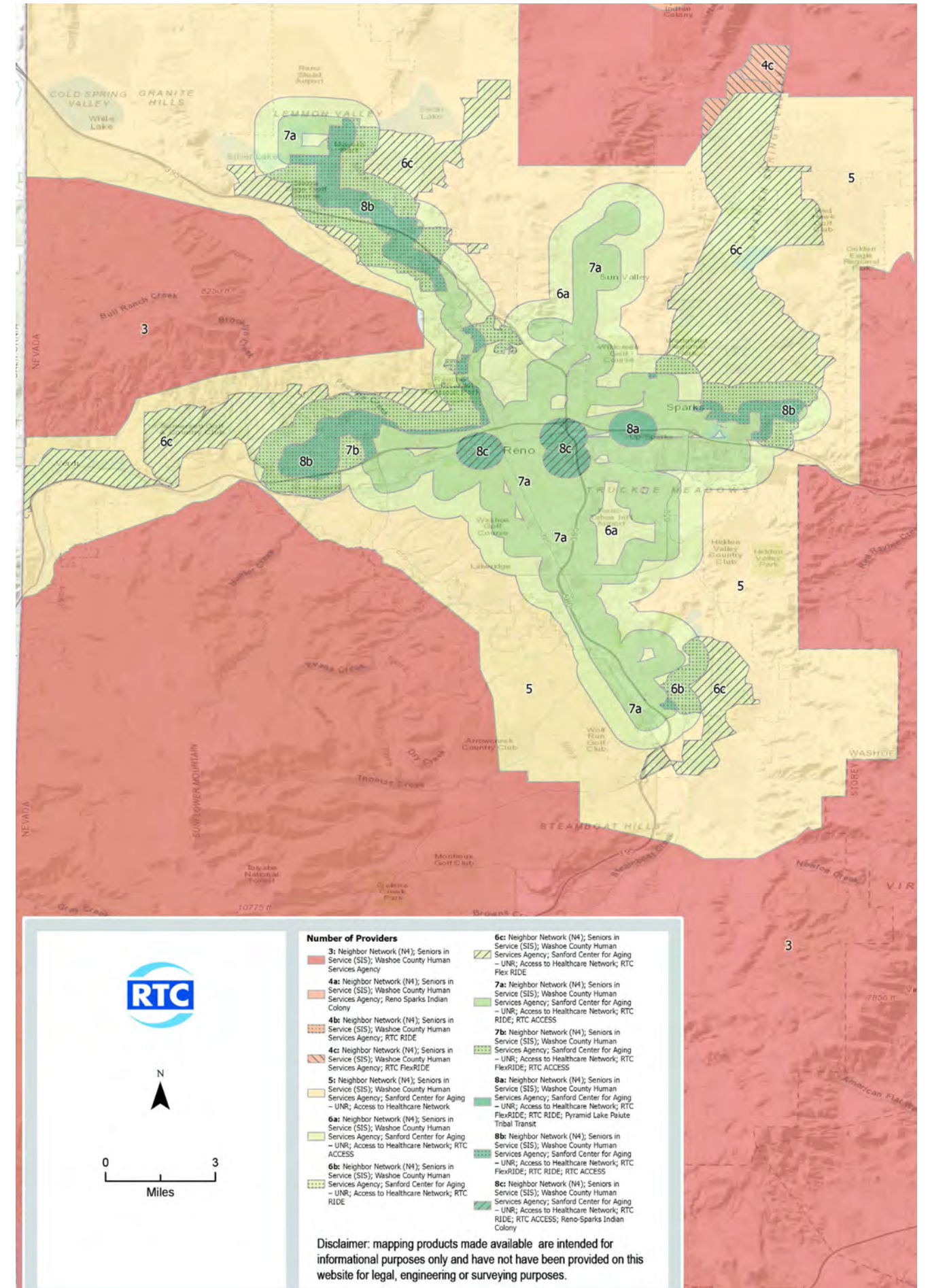
Each transportation service provider tracks the information important to their organization, and therefore not all data are available in a consistent format. Information is summarized as comprehensively as possible to provide a picture of what transportation options are available to Washoe County residents. A map of provider service areas is provided in Map 2.1 and data on each of the providers is summarized in Table 2.1.

Table 2.1 – Service Provider Inventory

Providers			Hours			Fares	
Services	Service Area	Eligibility to Ride	Weekdays	Saturdays	Sundays	Base 1-Way	Discounted
RTC RIDE	Reno/Sparks area	None	24 hrs/day			\$2.00	\$1.00 ¹
RTC ACCESS	Within 3/4-mile of RTC RIDE (fixed-route)	ADA Eligible	Same as RTC RIDE (fixed-route) service			\$3.00 ²	NA
RTC FlexRIDE	Spanish Springs/Sparks	None	5:30 AM - 11:00 PM	6:00 AM - 10:30 PM	6:00 AM - 10:30 PM	\$2.00	\$1.00
	Verdi/Somerset	None	5:30 AM - 11:00 PM	6:20 AM - 9:00 PM	6:20 AM - 9:00 PM	\$2.00	\$1.00
	North Valleys	None	5:30 AM - 11:00 PM	6:20 AM - 9:00 PM	6:20 AM - 9:00 PM	\$2.00	\$1.00
	South Meadows	None	6:20 AM - 9:00 PM	6:20 AM - 9:00 PM	6:20 AM - 9:00 PM	\$2.00	\$1.00
Pyramid Lake Paiute Tribal Transit	Local (Nixon); Reno; Fernley; Sparks	None	5:00 AM - 7:00 PM	None	None	\$1.00	\$0.50
Reno-Sparks Indian Colony	Hungry Valley - Reno - Sparks	None	5:00 AM - 6:00 PM	None	None		
Neighbor Network (N4)	Primarily Washoe County, with some programs in 12 counties in Northern Nevada	Program-based	Available 24/7			Varies by client	
Access to Healthcare Network	Reno/Sparks area	Elderly, disabled, medical trips	8:00 AM - 5:00 PM	None	None	Included in \$40/mo insurance fee	
Washoe County DHHS - Seniors	Gerlach, Nevada	Seniors 60+	Varies: 1-2X/week			None	
	Lake Tahoe area	Seniors 55+	Varies: most days and hours			Varies; \$5 - \$60	
Sanford Center for Aging - UNR	Reno/Sparks area	Seniors 60+ with limited access to transportation and socially isolated	As needed, depending on Volunteer Availability			None	None
Seniors in Service (SIS)	Northern Nevada	Seniors 60+ with limited access to resources and who are low-income	8:00 AM - 5:00 PM (8:00 AM - 12:00 PM Fridays)	None	None	None	None

Note 1: RTC RIDE is free for UNR and TMCC faculty and students with a UNR or TMCC ID.
 Note 2: RTC ACCESS offers a “will-call” fare of \$6.00 per trip for return medical trips for flexibility.

Map 2.1 – Provider Service Areas



Public Transit

Public transportation is provided through the Regional Transportation Commission (RTC) which operates a variety of services including the regional fixed-route bus system, RTC RIDE; the complementary demand-responsive, paratransit service, RTC ACCESS; RTC FlexRIDE; RTC REGIONAL CONNECTOR; Washoe Senior Ride subsidized Taxi Bucks and Lyft/Uber voucher programs; and RTC SMART TRIPS. Collectively, these services provide transportation options throughout the Reno-Sparks area and are described individually below. Additionally, there are other systems, such as the Eastern Sierra Transit Authority and Churchill Area Regional Transportation, that provide service to the Reno-Sparks area but are unlikely to be used by residents of the area.

RTC RIDE

RTC RIDE is fixed-route service which was initiated in September 1978 and operates throughout Reno and Sparks. RTC's buses have been wheelchair accessible since the 1980's, with the fleet becoming fully accessible in the 1990's. Some routes are operated 24 hours per day, seven days per week. The 4TH STREET STATION in downtown Reno is the central transit hub, and the CENTENNIAL PLAZA in Sparks is a secondary transit hub.



Base fares are \$2.00 one-way, or \$1.00 discounted (seniors, persons with disabilities, youth, and veterans). University of Nevada, Reno (UNR) and Truckee Meadows Community College (TMCC) students and faculty ride free with a school identification. Ridership on RTC RIDE totaled 5.29 million passenger trips in FY 2024 at an operating cost of \$40.3 million. The fixed-route fleet consists of 67 vehicles.

RTC ACCESS



RTC ACCESS is the paratransit service that provides door-to-door, prescheduled transportation for people who meet the eligibility criteria of the Americans with Disabilities Act (ADA). RTC ACCESS passengers have disabilities which prevent them from riding RTC RIDE independently some or all of the time. The service is shared-ride and trips must be scheduled one to three days in advance. Fares are \$3.00 per one-way trip, although there is an option for a "will-call" return medical trip for \$6.00 (allowing passengers flexibility when unsure what time return trips will be needed). Annual ridership was 121,318 in FY 2024, with an operating cost of \$5.6 million. The fleet consists of 62 vehicles. Passengers using wheelchairs account for 25 percent of passenger trips.

RTC FlexRIDE



The RTC's FlexRIDE is curbside-to-curbside transit service available in select areas of Sparks/Spanish Springs, North Valleys, Verdi/Somerset, and South Meadows. Scheduling a FlexRIDE is done through a smartphone app or by calling a dispatcher. The average wait time is about 20 minutes but could take up to one hour. Fares are \$2.00, or \$1.00 discounted. Because this is a new service, ridership data is limited. Annual ridership was 106,841 in FY 2024, with an operating cost of \$2.4 million. The fleet consists of 23 vehicles.

RTC REGIONAL CONNECTOR

The RTC offers intercity, commuter service between Reno and Carson City. Base fares are \$5.00 one way, or \$2.50 discounted. A 10-ride pass is \$42.50 or \$21.25 discounted. Three morning and three afternoon round trips are operated Monday through Friday. Annual ridership was 20,169 in FY 2024, with an operating cost of \$0.52million. The fleet consists of 3 vehicles.

RTC Washoe Senior Ride Taxi Bucks Program

The Washoe Senior Ride (WSR) Taxi Bucks program is a subsidized taxi program of the RTC and is funded by the one-quarter percent of Washoe County sales tax that is allocated for public transportation.

WSR provides alternative, reliable, and affordable transportation to Washoe County residents who are 60 years and older, RTC ACCESS clients (any age), and Washoe County Veterans (any age). Applicants must be Washoe County residents, and all trips must begin and end within the Washoe County, Reno-Sparks boundary.

Each month WSR registered participants will receive a \$60 taxi fare subsidy. Participants are issued an RTC WSR CardONE re-loadable card, which can be used to pay any part of a taxi fare. The taxi fare subsidy automatically loads each month for the duration of the program, and unused taxi fares do not roll over to the next month. This program and the subsidy are subject to available funding and may be changed or terminated by the RTC at any time. The WSR program cannot be used in conjunction with the RTC Washoe Lyft/Uber Rides voucher program. There are currently three participating Taxi Companies which are all available 24 hours a day, seven days a week: Reno/Sparks Cab Company, Yellow Cab Company, and Reno Ryde.



The RTC Washoe Lyft or Uber Rides is a voucher program that functions much in the same way as the WSR program discussed above. The primary difference is that all aspects of the trip (payment and reservation) are done through the Lyft and Uber apps. Vouchers are automatically loaded into the app each month. Additionally, trips must be made within the Reno-Sparks area, subject to service areas as defined by Lyft and Uber.

RTC SMART TRIPS

RTC SMART TRIPS, a regional commuter assistance program, offers transportation alternatives essential to the region's seamless transit system. RTC SMART TRIPS provides services that make alternative transportation, such as carpooling, vanpooling, mass transit, and biking more affordable, accessible and convenient.

It is a free service provided by the RTC to encourage businesses and individuals to use alternative modes of transportation.

The program has information on bus subsidy programs (and tax benefits), carpools, and rideshares. For example, the program includes access to a trip-match feature that uses advanced technology to make finding carpool, bike, walking and bus buddies easy, fast, convenient, and accurate. There is also an array of options provided for businesses participating in the program voluntarily or as a condition of a land development project.

Tribal Transit

Within Washoe County, tribal transit services are operated by the Pyramid Lake Paiute Tribe and the Reno-Sparks Indian Colony. The services provided by each are described below.

Pyramid Lake Paiute Tribal Transit

The Pyramid Lake Paiute Tribe (PLPT) operates transportation to the local communities around Pyramid Lake, as well as the surrounding communities of Fernley and Sparks. PLPT also has service to various Native American events on occasion. Non-urbanized sales tax funds are passed through to this program (\$20,000) annually.

Route service originates in Nixon with destinations in Wadsworth, Fernley, and the Reno-Sparks area. Passengers can connect to various locations for shopping, human services, medical, employment, and other purposes. Commuters can also travel to destinations throughout the greater Reno-Sparks area by using the stop at Centennial Plaza to connect to the RTC's fixed-route system.

Shopping trips include destinations such as the Fernley Walmart, Raley's grocery store, and the Outlets at Legends mall. Social Services destinations include stops in Fernley and Reno-Sparks allowing riders to go to the Nevada State Welfare office in Sparks, Pyramid Lake Social Services, Reno-Sparks Indian Colony Human Services and Inter-tribal Council of Nevada. Health centers are accessible by transit at the Pyramid Lake Health Clinic, and Reno-Sparks Indian Colony Tribal Health Center.

Base fares are \$1.00, or \$0.50 discounted for ages 60 and over or students with ID ages six to 17. Monthly passes are available for \$45.00 for unlimited service (\$22.50 discounted).

The service is operated using two 14-passenger vehicles. In FY 2022, approximately 2,500 one-way passenger trips, almost 160,000 vehicle miles and over 7,100 hours of service were provided. The service cost about \$430,000 to operate, funded primarily with Federal Transit Administration (FTA) 5311 funds provided through the Nevada Department of Transportation (NDOT).

Reno-Sparks Indian Colony

Located in Reno, Nevada, the Reno-Sparks Indian Colony (RSIC) consists of about 1,300 members. The reservation lands include the original 28-acre Colony located in central Reno and another 15,539 acres in Hungry Valley, which is 19 miles north of the Colony and west of Spanish Springs. RSIC operates transportation services for community members, residents, and guests to seek and maintain medical services, employment opportunities, and human services. Transportation services are also offered to the RSIC community to reduce the dependence and cost associated with operating an automobile. Fixed-route transit service is offered on weekdays between 5:00 a.m. and 9:30 p.m. and on Saturdays from 10:00 a.m. to 4:00 p.m. The route is operated between the Reno and Hungry Valley communities and connects Tribal Members with Tribal Government services, the RSIC Tribal Health Center, Walmart, residential neighborhoods, and Tribal Enterprises.

Human Service Agency and Nonprofit Transportation

Many human service agencies and private, not-for-profit organizations offer transportation services either directly, through mileage reimbursement programs, or through referrals in Washoe County. These are described in the following.

Access to Healthcare Network



Access to Healthcare Network's (AHN) overall purpose is to improve the health and well-being of individuals in the community by providing and expanding access to services that address the clinical and social determinants of health. In addition to providing direct service to over 170,000 uninsured, underinsured, and low-income Nevada residents since its inception in 2006, AHN also acts as an intermediary organization through its model of community "Shared Responsibility" to support, strengthen, and integrate the health care and social service delivery system and stakeholders.

- Non-Emergency Medical Transportation – for the past six years, AHN has operated a non-emergency medical transportation division in partnership with Nevada providers, healthcare payers, and local governments that provides over 11,000 rides annually to seniors and the disabled throughout Northern Nevada, including rural communities.

- Medical Discount Program – the AHN Medical Discount Program (MDP) is the first and only nonprofit medical discount program in the entire nation. It is designed to create a functional system of care for uninsured and underinsured Nevada residents by providing access to comprehensive and high-quality care at an affordable price. The core of the MDP is its comprehensive network of health, but the MDP has also been proven to reduce fees. Through evidence-based clinical care coordination, health literacy education, and case management of the social determinants of health, the MDP has provided access to healthcare services to over 85,000 low-income, uninsured, and underinsured Nevada residents.

AHN provides transportation service throughout the Reno-Sparks area Monday through Friday, 8:00 a.m. to 5:00 p.m. They serve seniors 60 years of age and older, individuals with disabilities, and those qualifying as low-income. Service is provided at no cost and operates with support from multiple funding sources. In 2021, AHN provided 3,027 hours and 70,458 miles of service and provided 9,810 passenger trips.

Neighbor Network of Northern Nevada

Neighbor Network of Northern Nevada, also known as N4, is a private, non-profit human services agency, established in 2015. N4 operates four core programs and transportation is an offered service in each, as discussed below:

- Time Exchange – this program provides a way for people to give and receive services without exchanging money. When a member provides a service to another member, one hour, or one time credit, is earned for each hour spent providing the service. Members can then exchange their time credits for an equivalent amount of service from another member (including requesting rides). One hour of service provided during an exchange is valued the same, no matter the type of work.

- Volunteer Village – this program builds partnerships with local organizations. N4 members can opt into the volunteer pool without enrolling in the time exchange to help people become more comfortable with serving their community. Volunteers offer rides and other support to N4’s members.
- N4 Connect – this program helps people with disabilities and adults over 60 access affordable supplemental transportation with free and discounted Lyft rides. Each N4 Connect member may request a free \$80 ride voucher each month that is valid for 365 days. Members may request an additional \$80 voucher each month with a 50% discount if they choose. Members may receive up to two \$80 ride vouchers (total of \$160 benefit) per month. Additionally, members have the option of learning how to use Lyft with their personal smartphone, or by contacting the N4 office to schedule a concierge Lyft ride if they do not own a smartphone. The Lyft concierge service has a \$5 service fee for each \$80 ride voucher.



- Community Care – this program provides people with disabilities and older adults in-home and community-focused services that increase engagement by using a person/family-centered approach to care planning.

Types of services offered include respite services for family care partners, companion services, personal care, social, transportation, recreational and educational activities, care consultation/ options counseling, and opportunities for civic engagement and self-advocacy.

The Time Exchange, Volunteer Village, and Community Care programs cover most of Northern Nevada including Washoe, Carson City, Douglas, Lyon, Churchill, Storey, Humboldt, Elko, White Pine, Pershing, Lander, and Eureka counties. The service area for N4 Connect covers Washoe County.

To be eligible for the Time Exchange and Volunteer Village programs, individuals must be at least 18 years of age and live within the service area (Northern Nevada). Eligibility for the Community Care program requires that an individual be either: at least 18 years of age and disabled; living with dementia at any age; or at least 60 years of age and living in Northern Nevada. The N4 Connect program requires that an individual be either at least 18 years of age and disabled or at least 60 years of age.



All program services are available 24 hours per day, seven days per week and are primarily free of charge, but are subject to the terms noted above.

N4 Connect is funded through various state and federal grants and service contracts. Community Care rides are funded by N4’s state care service contracts and various respite care grants.



United Cerebral Palsy of Nevada

United Cerebral Palsy (UCP) of Nevada provides independent living education and vocational training for those living with intellectual and neuromuscular disabilities. In addition, the organization coordinates limited transportation to various social and recreational activities such as day trips to the park, library, restaurants, and stores using three minivans. Two of the minivans were purchased using FTA 5310 funds.

UCP provides transportation service throughout the Reno-Sparks area Monday through Friday from 9:00 a.m. to 3:00 p.m. Transportation is provided to clients of UCP at no cost.

Sanford Center for Aging

The Sanford Center for Aging is housed within the University of Nevada, Reno (UNR) School of Medicine. Their mission is to enhance the quality of life and well-being among elders through education, translational research and community outreach. The Sanford Center offers a variety of programs, services, and educational coursework designed to improve the quality of life for elders.

Free, person-centered, door-through-door transportation is provided to individuals enrolled in the Volunteer Transportation Program or Senior Outreach Services. Transportation is tailored to each individual’s needs, providing access to socialization activities, community wellness programs, essential errands like grocery shopping and accessing social services, as well as medical appointments.

Most rides are provided by volunteers driving their personal vehicles, who can request mileage reimbursement. Transportation is also provided by part-time staff driving an 8-passenger wheelchair-accessible van or a Toyota RAV4.

The Sanford Center for Aging provides transportation service throughout the Reno-Sparks area on an as-needed basis and depending on volunteer availability. Their transportation programs serve adults age 60+ with limited access to other transportation options, who are socially isolated, and prioritizes individuals with limited financial resources. An in-home assessment is required as part of the enrollment process. Service is provided at no cost and operates with support from multiple funding sources, including the RTC’s 5310 equivalent sales tax program, State of Nevada Aging and Disability Services (ADSD), AmeriCorps Seniors RSVP, and community donations.

Seniors in Service (SIS)

Seniors in Service (SIS) is a private, not-for-profit organization which operates several programs to support seniors, including the Senior Companion Program of Northern Nevada, Foster Grandparent Program of Northern Nevada, and Seniors in Service Respite program. Transportation is supported through a mileage reimbursement program using volunteers and administered under the umbrella of the organization. Volunteers are reimbursed with a \$4 per hour stipend and at \$0.65 per mile as of 2024.



SIS provides transportation service throughout Northern Nevada 8:00 a.m. to 5:00 p.m., Monday through Thursday, and 8:00 a.m. to 12:00 p.m. on Fridays. Their transportation programs serve adults who are 60 years of age or older, are low-income, and have limited access to resources. Service is provided at no cost, but the client must be receiving services from a Senior Companion Volunteer who is also willing to provide transportation.

Washoe County Human Services Agency

The Washoe County Human Services Agency (HSA) provides transportation services using two vehicles. One of the vehicles is located in Gerlach and provides transportation into Reno once or twice per week, serving a total of 40 passengers annually. Passengers must be a resident of Gerlach or Nixon and be 60 years of age or older.

The service operates between Gerlach and the Reno-Sparks area on an as-needed basis and at no cost to the passengers.

The Washoe County HSA also passes through sales tax funds to the Incline Village General Improvement District to support their senior transportation program. This program provides transportation to select areas of Washoe County, Carson City, Douglas County, Kings Beach, Truckee, and, on occasion, Stateline. This program provides several scheduled trips weekly, plus on-demand service. The service generally operates most days and hours and requires passengers to be residents of Incline Village and be 55 years of age or older. The cost per trip varies by the type of service provided and generally decreases as the level of necessity increases. Weekly group shopping/errands/appointments to Reno or Carson (alternating locations), is \$10 per person; local shopping/errands/appointments (Incline Village & Kings Beach) occur on Wednesdays and Fridays and are five dollars per person. On-demand service is \$45 per person round-trip to any service location with reasonable wait time (there is no additional charge for caregivers or other personal care attendants). Service to or from the Reno-Tahoe International Airport is \$60 per person.

Private Transportation

There are several private, for-profit transit service providers operating in Washoe County. Some of these operators are considered quasi-public because they are heavily subsidized. Others have been established specifically for their clientele and are not open to the public but serve target populations. These services are outlined below.

Amtrak

Amtrak was created by Congress in 1970 to take over the majority of intercity passenger rail services previously operated by private railroad companies in the United States. Those companies showed they had operated these services at a net loss for many years.

As defined by the U.S. Congress, Amtrak's mission is to "provide efficient and effective intercity passenger rail mobility consisting of high-quality service that is trip-time competitive with other intercity travel options." Amtrak is a federally chartered corporation, with the federal government as majority stockholder. However, Amtrak is operated as a for-profit company, rather than a public authority.

Amtrak offers passenger east-west rail service through northern Nevada on the California Zephyr line, which is operated as a long distance route between San Francisco and Chicago. Amtrak serves Reno using the station in downtown, which is owned by the City of Reno and is located one block south of the RTC 4TH STREET STATION. During FY 2023, Amtrak ridership at the Reno station was 72,408.



Greyhound/FlixBus



Greyhound, acquired in 2021 by FlixBus, provides long-distance intercity bus transit, mostly along the I-80 corridor. Greyhound interlines with Amtrak for some trips but generally provides over-the-road coaches traveling daily to and from Northern California and Chicago and other points east. Greyhound buses use the RTC CENTENNIAL PLAZA as a primary station location, but also has stops at the Reno-Tahoe International Airport and Downtown Reno, including the Amtrak station.

Bus Charters and Rentals

The following companies provide bus charters and rentals or are bus lines serving the Reno-Sparks area: Airport Mini Bus, All West Coach Lines, Amador Stage Lines, El Camino Trailways, My Ride to Work, and Divine Transportation. These companies provide a mix of scheduled and chartered services in and around the region.

Taxicabs

Three taxicab companies have offices in the Reno-Sparks area. These include Reno-Sparks Cab Company, Reno Ryde, and Yellow Cab Company. Each provides standard taxicab service and also contracts with the RTC for the taxi voucher program.



Limousines

Of the numerous limousine companies that run trips into the Reno-Sparks area, the following are locally-based: Bell Limo, Executive Limousine, and Reno Tahoe Limousine.

Assisted Living and Retirement Residences

Most assisted living facilities and nursing homes have vans for patient transportation, including Kiley Ranch Senior Living, LifeCare Center of Reno, and Rosewood Rehabilitation.

Retirement homes in the Reno-Sparks area typically offer shuttle bus or van services that provide transportation for residents on a scheduled basis or for special events. Generally, this service is limited to certain days or times of day. Unscheduled trips are limited in availability or are unavailable. Residences with shuttle bus or van service include facilities around the region, such as: Clearwater at Rancharrah, Amada Senior Care, Atria Summit Ridge, The Fountains Senior Care, Park Place Assisted Living, Promenade on the River, Summerset Senior Living, and The Seasons.

RTC ACCESS provides transportation for qualified individuals to all the above facilities. Many of the facility staff travel to/from work on RTC RIDE.

Transportation Information and Referral Services

Information on transportation resources and referrals are provided through several organizations and agencies. Information sharing is important to limit duplication of services, keep service providers apprised of how best to serve their clients, and ultimately allows individuals to make the best decisions about how to access services. A summary of some of the region's information and referral services is provided in the following.

Nevada 2-1-1

Nevada 2-1-1 is the State of Nevada’s most comprehensive, free connection to critical health and human services. Information about local community services is available in a single statewide location that can be accessed via voice, text and online.

Launched in February 2006, Nevada 2-1-1 is a program of the Nevada Department of Health and Human Services (DHHS) that is committed to helping Nevadans connect with the services they need. Whether by phone or internet, their goal is to present accurate, well-organized and easy-to-find information from state and local health and human services programs. Nevada 2-1-1 connects individuals and providers to essential health and human services resources, and is a free, confidential service available 24 hours a day, 7 days a week, 365 days a year.

Nevada 2-1-1 has information about:

- Basic human needs resources (housing and shelter, food, temporary financial assistance, employment, and transportation)
- Physical and mental health resources (licensed health (physical and mental) facilities, addiction resources, crisis intervention, STD testing and programs, and COVID-19 resources)
- General support and information (Nevada Care Connection Resource Centers, education, animal services, and family support)
- Support for older Americans and persons with disabilities (disability services, senior services, and dementia support)
- Support for children and youth (youth and young adult services, infant and child services, and maternity services)
- Safety and security (adult protective services, resources for victims of crime, human or sexual exploitation resources, and domestic violence services)
- Other (Veteran services, local and seasonal events, legal assistance, and Native American services)

Access to Healthcare Network (AHN)

AHN operates a statewide resource line that receives 36,000 calls annually and provides healthcare and social service eligibility and referrals as well as enrollment assistance for Medicare, Medicaid/NV Check-up, and Affordable Care Act-based insurance. In addition to determining eligibility for and providing enrollment assistance into AHN-administered programs, the resource line will also screen for and make referrals to outside community resources such as SNAP/TANF, food-related community organizations, transportation-related organizations, housing-related organizations, and other services that address the social determinants of health.

RTC Travel Training Program

The RTC’s Travel Training program is a comprehensive instruction delivered by Travel Trainers on a one-to-one basis that teaches seniors and individuals with disabilities how to travel independently on public transit. Participants will receive public transportation information and training, and support centered on the safe and independent use of public transportation. The program is available for riders over 60 or with a disability. Travel Training focuses on the public transit routes that an individual would take between home and school, shopping employment or medical appointments. It is a fundamental precursor to achieving self-determined transition outcomes in education, employment, independent living and community integration.

DEMOGRAPHIC CHARACTERISTICS

The following demographic analysis was done by tract, which is a census-defined boundary. These boundaries do not necessarily denote neighborhoods or communities, but rather act as a standardized means for analysis. Unless noted otherwise, all data listed in this section are from the 2022 U.S. Census American Community Survey (ACS) one-year estimates. Together, the individual demographics provide context for where and what types of service may be needed.

All demographic categories discussed are considered transit-dependent, according to industry standards.

Population Density

Population density is used to determine where population is concentrated. Transit is generally more successful (and more concentrated) in areas with greater concentrations of population. However, the size of the census tracts can skew the location of population concentrations. As shown in Figure 2.1, the population is most dense in central Sparks and portions of central Reno, as can be expected. However, there are also outlying areas with higher levels of population density, such as in Stead and South Reno, that are covered well by transit service (see Map 2.1). It is also noteworthy that the densest part of the region is just to the south and west of the Peppermill Resort Spa Casino.

Older Adults

The older adult population, defined by the U.S. Census Bureau as people 65 years of age or older, represents a significant number of the national transit-dependent population and represents 17.8 percent of the total population in Washoe County. Access to transit can help individuals, particularly older adults with frailty or other physical limitations or who are unable to maintain a valid driver’s license, continue to live independently and free from social isolation. As shown in Figure 2.2, the density of older adults is common to central Sparks and portions of central Reno. There are some outlying areas (Mira Loma and west Reno) that are also densely populated by older adults. The densest areas are small pockets in Downtown Reno and just south of the Peppermill. The RTC service area covers most of the areas of higher density. Cold Springs, the area south of Spanish Springs, and an area to the southeast all fall outside of the RTC service area but have somewhat higher densities of older adults.



Persons with a Disability

Broadly speaking, individuals may experience disability if they have difficulty with certain daily tasks due to a physical, mental, or emotional condition. The Census Bureau collects disability data by asking questions about difficulty with daily activities and other functional limitations. Approximately 13.1 percent of the population in Washoe County has some type of disability. As shown in Figure 2.3, areas with higher densities of persons with a disability are primarily within central Sparks and portions of central Reno. There are some concentrations of persons with a disability in more outlying areas such as Stead, the northern portion of Sun Valley, and the Mira Loma area. However, these areas are all within the RTC’s ACCESS service area. The area most densely populated with persons with a disability is the area just south and west of the Peppermill.



Figure 2.1 – Population Density

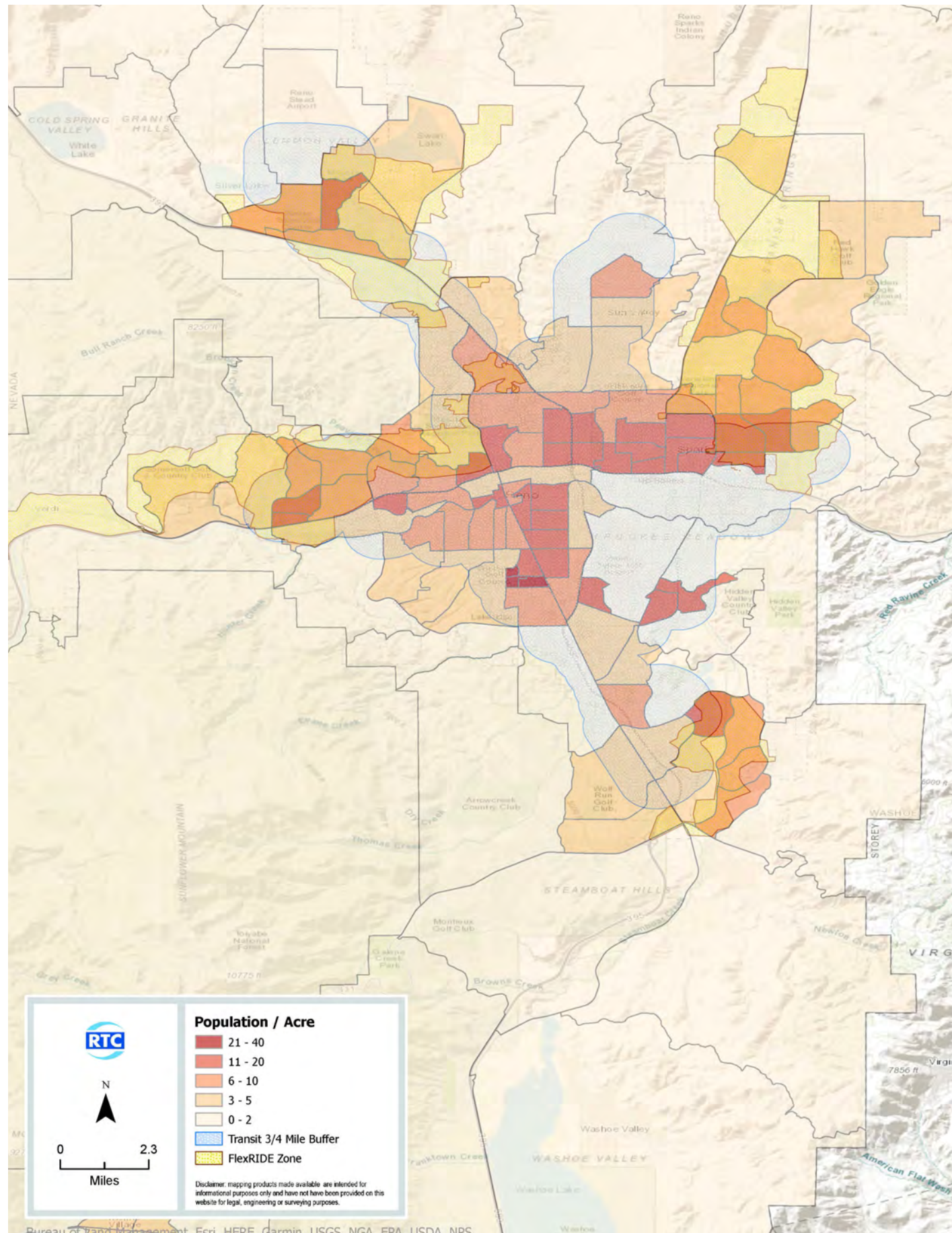


Figure 2.2 – Density of Older Adults

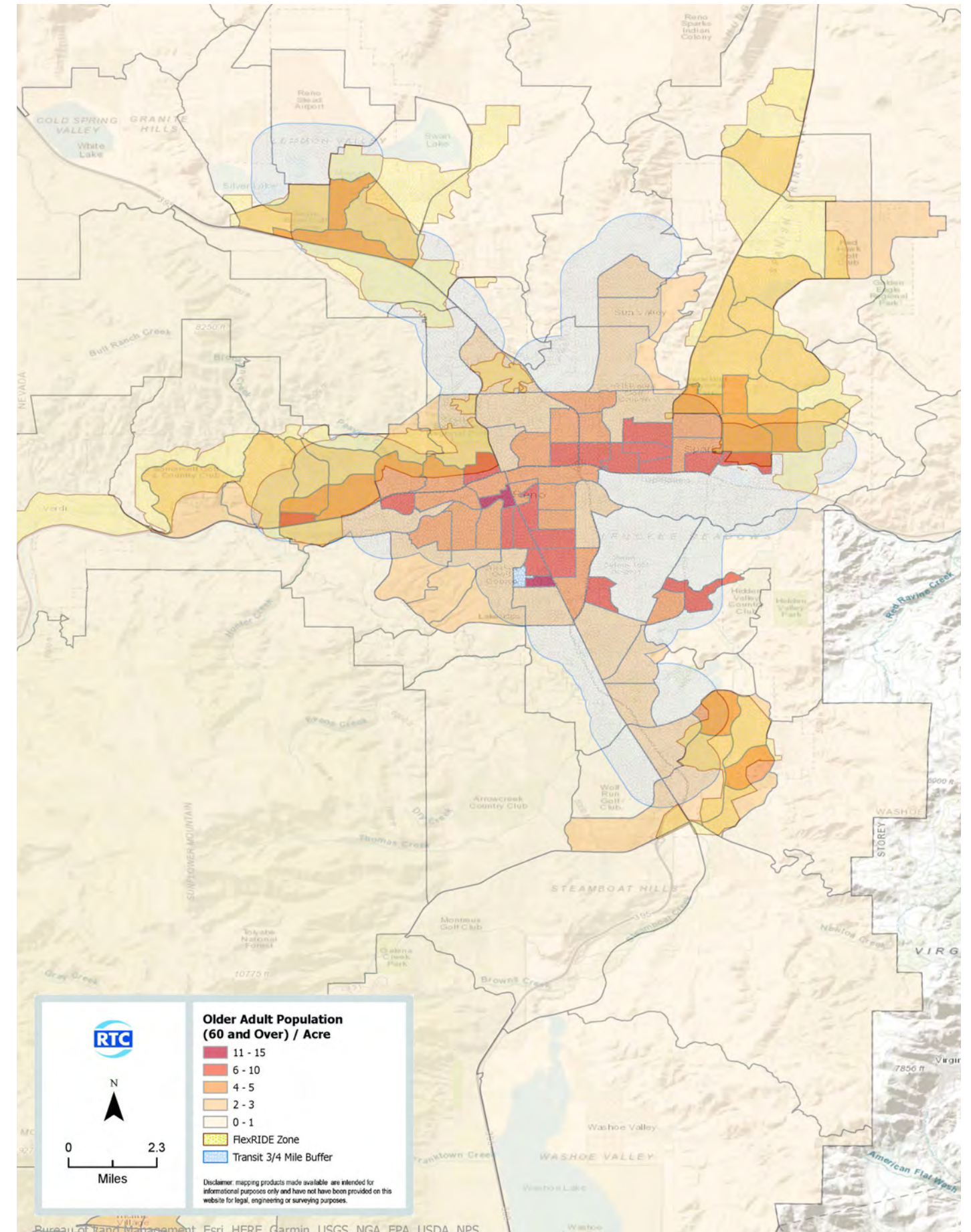
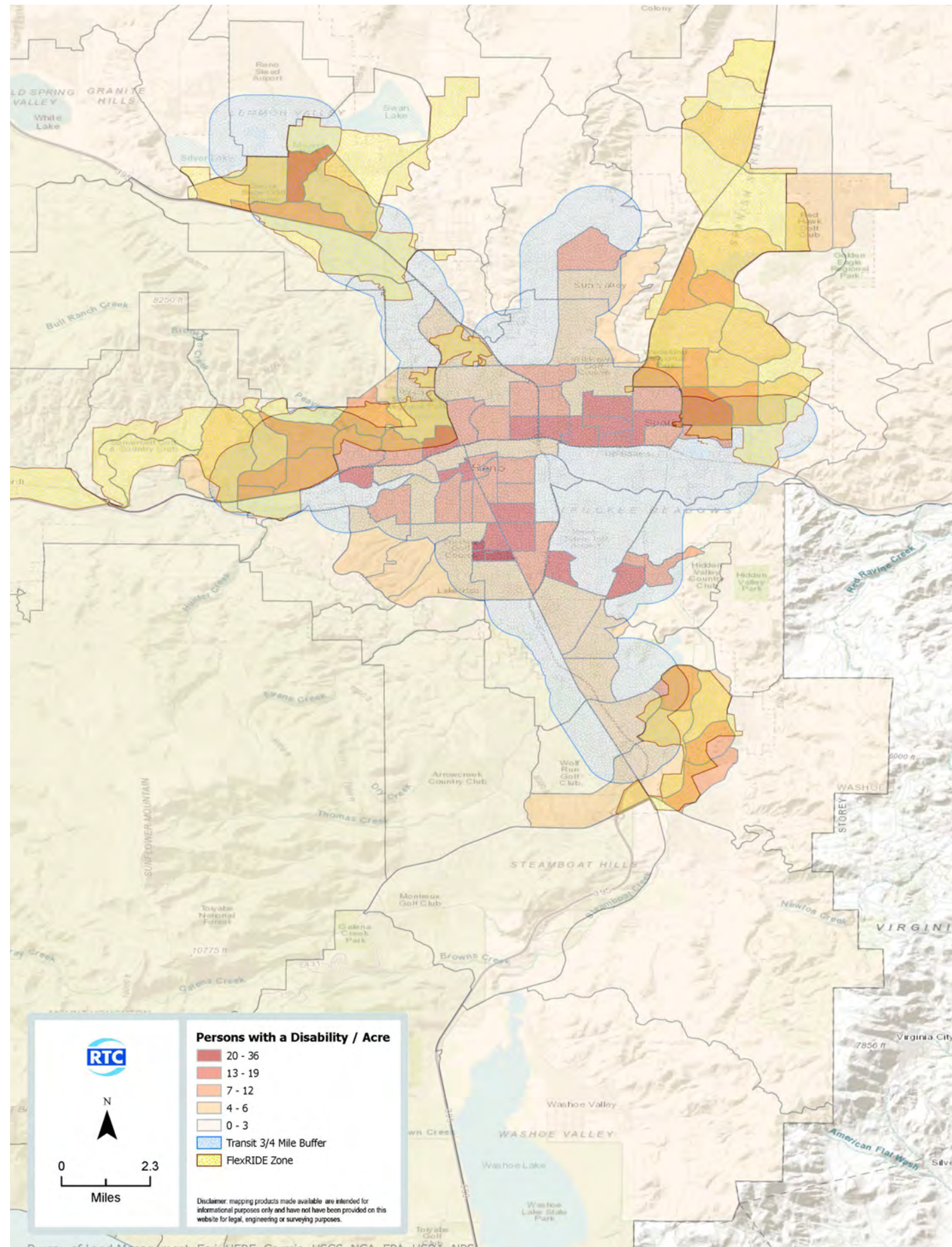


Figure 2.3 – Density of Persons with a Disability



Low-Income Populations

Low-income populations, as defined by the FTA, includes persons whose household income is at or below the Department of Health and Human Services’ poverty guidelines. The low-income population listed in the tables and GIS maps include people who are living below the poverty line using the Census Bureau’s poverty threshold. Approximately 10.2 percent of the population of Washoe County is considered to have low income. As shown in Figure 2.4, the areas with some of the highest densities of low-income households are mainly central Sparks and portions of central Reno. Consistent with the outlying areas as more densely populated with persons with a disability, low-income households are also concentrated in Stead, the northern portion of Sun Valley, and the Mira Loma area. Similarly, the area most densely concentrated with low-income households is the area just south and west of the Peppermill.

Zero-Vehicle Households

Individuals residing in zero-vehicle households are generally highly dependent on transit, as they do not have access to a private vehicle. Approximately 6.9 percent of households in Washoe County reported having no vehicle available for use. The density of zero-vehicle households for the greater Reno-Sparks area is shown in Figure 2.5. The highest concentrations of zero-vehicle households are on either side of U.S. 395 just north of Interstate 80, the Wells District (and vicinity), and the area around the Peppermill. As can be expected, concentrations of zero-vehicle households in outlying areas are minimal to non-existent.

Overall, there is much consistency between the areas of the region with the highest concentrations of transit-dependent populations, including general population density. Central Sparks and portions of central Reno were common to most categories, as were the outlying areas of Stead, Sun Valley, and Mira Loma. Common to all evaluated demographic categories was the area along the southern border of the Peppermill. This area is served well by transit, including the RTC’s Virginia Line (bus rapid transit service) and all human service and nonprofit agencies included in the analysis for this CTP.



Figure 2.4 – Densit of Low-Income Households

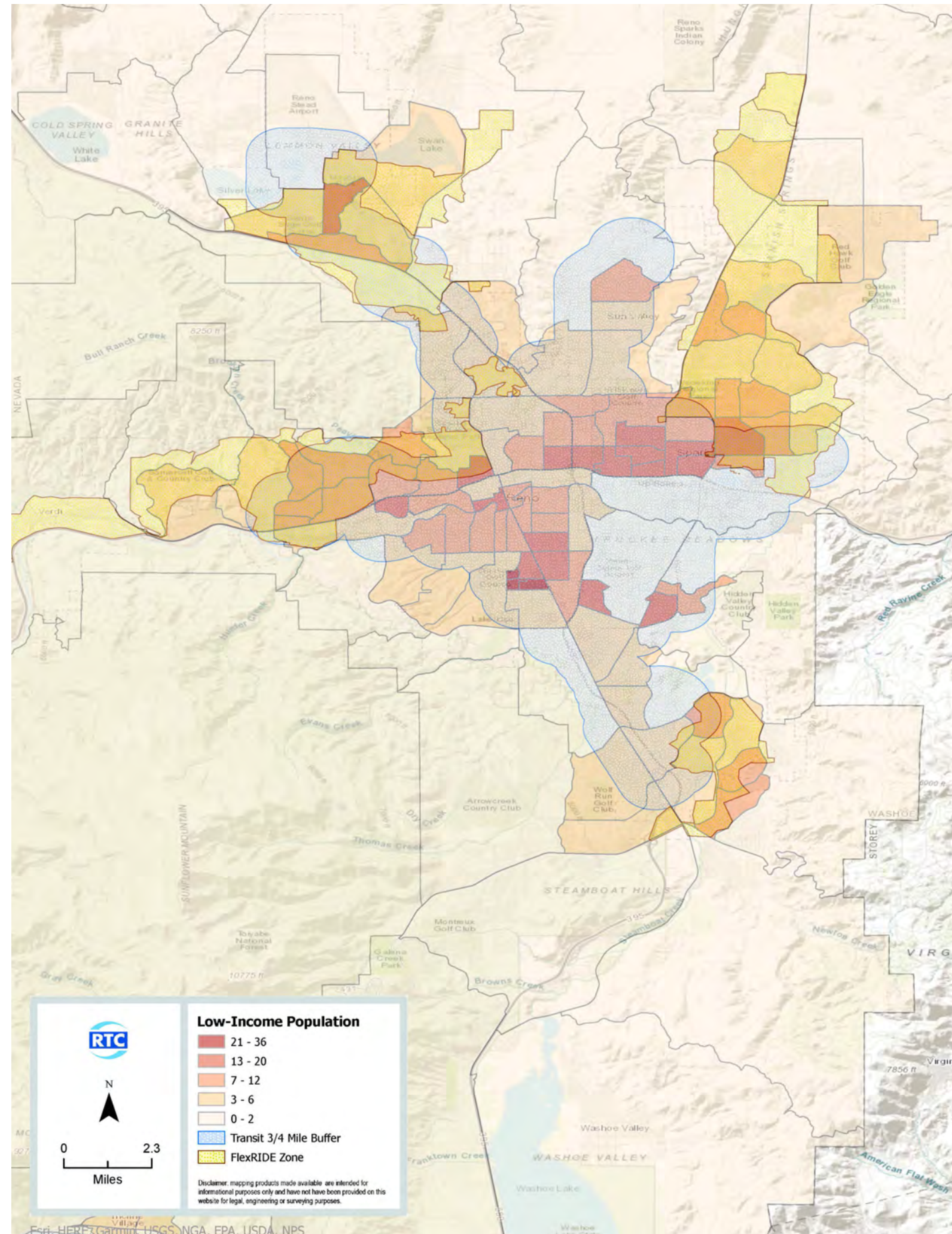
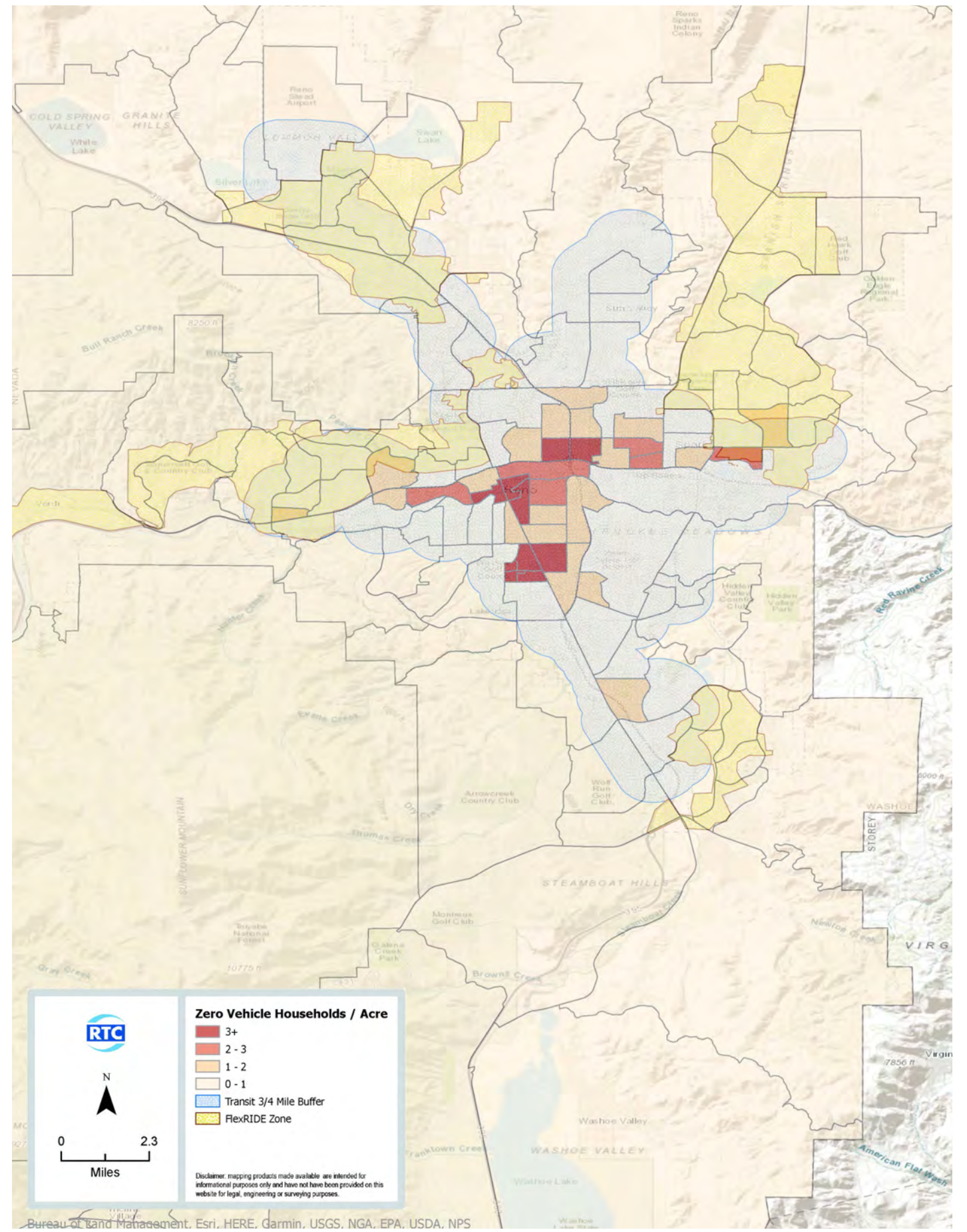


Figure 2.5 – Density of Zero-Vehicle Households





Home / Public Transportation

Resources and Reports

COORDINATED HUMAN SERVICES TRANSPORTATION PLAN (CTP)

The CTP is a five-year plan focusing on the transportation needs of a particular segment of the population—seniors and individuals with disabilities. The plan aims to identify the unmet needs of these demographics and to improve the coordinated transportation system in the region through reduced duplicated services and filling identified gaps in service. This process involves gathering stakeholder and public input.

Below is a link to a survey that allows the public to provide feedback that will help the RTC understand the current unmet needs and other issues in the region.

Take the Survey

CHAPTER 3

Stakeholder and Public Involvement

Public input, particularly from stakeholders, is an essential component of any Human Services Coordinated Transportation Plan (CTP). The RTC, as part of the CTP update process, provided multiple opportunities for the public and stakeholders to participate, inclusive of surveys, in-person events, and a workshop. The following sections contain the methodology and other details of these efforts.

STAKEHOLDER INVENTORY SURVEY

As a first step in the stakeholder and public outreach process, the RTC identified and contacted stakeholders involved in the provision of service to seniors and individuals with disabilities. Using the list of stakeholders from the previous CTP as a starting point, agencies were confirmed to still be active and relevant, with new agencies added as necessary. Individual contacts from the array of human services agencies, non-profits, human service transportation providers, medical providers, veteran's services, and transportation network companies were also confirmed and updated.

An initial request was made to agency contacts to complete a stakeholder inventory survey. The list of stakeholders contacted is shown in Appendix A. A second request was made two weeks later to generate more responses to the initial survey. As a final follow-up, agencies providing direct transportation services were contacted to confirm details of their operating characteristics, which can be found in Chapter 2. Appendix A identifies which stakeholders participated, regardless of whether participation came after the initial or follow-up request. The survey included questions related to each contact's agency profile, services and operational details, and provided opportunities to comment on the state of transportation in the region and any perceived needs or gaps in service. The results of the survey are discussed on the following pages.



Agency Profile, Services, and Operational Details



Stakeholders were asked about the populations they serve, the types of services they provide, and how those services function. Responses are organized into general categories, with specific or unique details highlighted to demonstrate opportunities or issues to be addressed by other phases of this CTP process.

What population groups does your organization serve?

The vast majority of survey respondents indicated they serve seniors/older adults and/or individuals with disabilities. There is variation in the age required to receive services and some services are specific to certain disabilities, but most did not specify age or type of disability. Other groups served that do not exclude target populations include low income, those with mental health or addiction-related needs, vulnerable adults, and the general public.

What types of services does your organization provide?

There were a wide array of services provided by survey respondents, but two categories stood out above the rest. Both the general support/life skills and transportation/transportation-related were services commonly provided.

The transportation/transportation-related category includes direct provision of transportation service as well as things like provision of bus passes or funding for transportation-related expenses. Some of the other services provided may require transportation in order to access them, such as assessments and case management, counseling, protective services, and others.

Does your organization provide transportation/transit services either directly or by providing funding?

Of the respondents that provide transportation-related services, there is a nearly even split between respondents that provide transportation directly and by providing funding, with a few that provide both. There are slightly more agencies that provide funding, indicating there may be some potential to expand or add transportation services in the region.

What is your current annual budget for transportation/transit and what are your sources of funding?

Most respondents indicated they have little to no dedicated budget for transportation services. Of those indicating they do have a transportation budget, there is no real consensus on the source, with sources ranging from state and federal grants to general funds and donations. This is potentially an encouraging sign, considering there may be several sources yet to be fully utilized.

What are the eligibility requirements for the transportation services that your agency operates and/or funds?

Responses to the eligibility requirement question varied widely and were relatively evenly distributed. This variance was due to many instances where multiple criteria had to be met in order to qualify. In several cases, age (senior) is one of the eligibility requirements. The existence of different eligibility requirements for nearly every program/provider potentially limits access to transportation—or access to options—at the individual level.

Do you have a dedicated staff person(s) assigned to drive, maintain vehicles, track and/or administer the transportation program in your organization, and if so, how many?

Survey respondents typically do not have staff dedicated to operating and/or maintaining vehicles. In many cases, transportation services are contracted out or require use of a personal vehicle by the volunteers or staff. Of those with dedicated drivers, staff is typically limited and may perform multiple functions and/or work in multiple programs, some of which may be unrelated to transportation.

Even with seemingly a multitude of transportation options and funding sources, access at the individual level may be constrained by eligibility requirements or staffing limitations.

If you provide transportation, how many vehicles do you own?

Similar to the results from the question above, many providers of transportation-related services do not own vehicles due to the nature of the service being contracted out or provided by volunteers in their personal vehicles. Those with a fleet of vehicles typically own a very small fleet.

If you provide transportation, how much do you charge for the service?

Outside of the for-profit respondents, all other respondents provide transportation at no cost to the individual served. The only exception is one non-profit that provides up to an established limit of free vouchers, with the option to purchase additional vouchers at a discounted rate. As discussed later in this chapter, cost is noted as a barrier to accessing transportation in the region. However, as demonstrated by responses to this survey question, cost should not be a barrier in many situations.

Are you aware of the Federal Transit Administration's Section 5310 Program (now known as RTC's Senior/Individuals with Disabilities Transportation Program), and have you previously applied for funding? If not, please explain why you have not applied.

There was a nearly even split between respondents who had and had not heard of the FTA's Section 5310 Program (or RTC's equivalent program). Of those aware but have not applied, it was noted that FTA compliance is too burdensome or that their agency is not eligible for the program. More than half of respondents claimed to be unaware of the program. With the shift away from the use of FTA funding in RTC's equivalent program, there is opportunity to both inform agencies of the existence of the program and to update others with information about how the program is structured. This may lead to more transportation-related opportunities and better utilization of available funding.

State of Transportation and Coordination in the Region

Stakeholders were provided opportunities to comment on the state of transportation in the region and on the status of any current or future collaboration efforts. As with the agency profile section above, responses are organized into general categories, with specific or unique details highlighted to demonstrate opportunities or issues to be addressed by other phases of this CTP process.

Please describe any existing coordinated transportation arrangements with other providers/agencies that you have in place.

The most common agency with which respondents coordinate is the RTC followed by transportation brokers. Several other agencies were also mentioned as being involved in coordination efforts while only a small handful of respondents claimed to have no existing coordinated transportation arrangements in place. This high level of coordination is encouraging but other responses later in the survey indicate a need for more effective and efficient coordination.

What benefits do those coordinated transportation arrangements provide?

Overwhelmingly, the respondents indicated the benefit of such arrangements is access, whether to appointments, resources, or to transportation in general, thereby removing access as a barrier. Other noted benefits include allowing agencies to stretch their budgets further, better community engagement and involvement, and guaranteed income for transportation network company and taxicab drivers.

What challenges do you experience with coordinating transportation?

Some of the biggest challenges noted by respondents include variability in service (driver supply and availability, timeliness of service, etc.) and the inability of partners to accommodate additional or specialized trips. Additionally, complications in coordinating trips or with the service itself and limited service areas were somewhat common responses. Among other respondent-noted challenges, one respondent cited cost as an issue.

Do you have any ideas on how to improve regional transportation coordination?

The majority of respondents with ideas on how to improve regional transportation coordination seek to broaden travel options and improve service. Expanded service areas and better communication about what services are available and/or needed are also common themes. Several other recommendations were provided including making transportation more affordable.

Unmet Transportation Needs and Gaps in Service

Stakeholders were provided opportunities to comment on perceived unmet needs and gaps in service in the region. Consistent with the agency profile and coordination sections above, responses are organized into general categories, with specific or unique details highlighted to demonstrate opportunities or issues to be addressed by other phases of this CTP process.

Please describe any transportation needs that you feel are currently not met or will become a need in the future that current transit service cannot accommodate within Washoe County.

By far, the most commonly stated transportation need was an expanded service area. These comments were primarily in reference to the RTC’s public transportation system and its limited service options in outlying areas of the region.

Other perceived needs include additional programs specifically for seniors, additional routes, more affordable services, and travel training opportunities, among others.



Have you received transportation requests that your agency was unable to accommodate?

The majority of respondents indicated their agency did receive transportation requests they were unable to accommodate. There were a wide range of reasons for the inability of agencies to accommodate requests, with only two—wheelchair requests and outlying areas—occurring more than once. Other answers respondents provided as reasons their agency was unable to accommodate a transportation request included trips requested on short notice, the service was oversubscribed, and they do not provide transportation as a standalone service, among others.

Do you have any ideas on how these unmet transportation needs could be met?

The most common solution provided for meeting unmet needs was, perhaps not surprisingly, more funding. However, better partnerships between transportation providers and better information sharing are also notable responses. Several other potential solutions were offered and were discussed in more detail during the stakeholder workshop (see “Stakeholder Workshop” section later in this chapter).

Finally, survey respondents were given the opportunity to provide additional comments not tied to a specific question. Of those providing a response, nearly all comments related to looking forward to future collaborations and/or improvements or simply thanked the RTC for providing services and the opportunity to comment. Overall, survey responses provide valuable insight into the state of transportation in the region. Additional context and an expansion on many comments is provided in the Stakeholder Workshop section of this chapter.

PUBLIC OUTREACH EVENTS



Community outreach is an important part of developing a Coordinated Human Services Public Transportation Plan that meets the needs of the community. Staff attended multiple events throughout the community geared toward seniors and individuals with disabilities, collecting feedback via surveys distributed to attendees. These events were promoted through the Age Friendly Reno advocacy group meetings. Both English and Spanish versions of the survey were available (see Appendix B for survey example), and staff provided assistance to survey-takers as needed. The vast majority (96 percent) of surveys were completed in English.



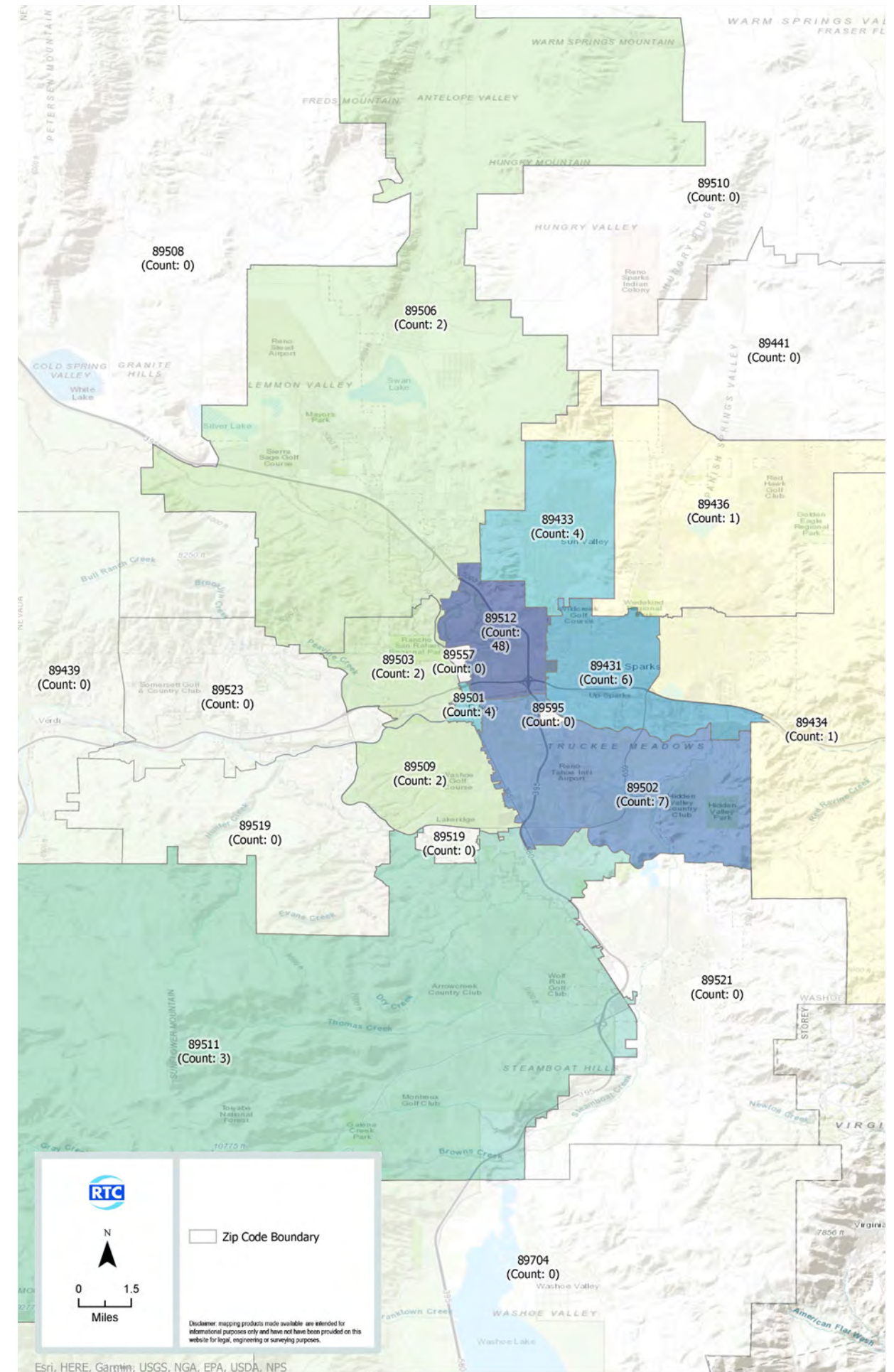
The survey asked respondents to answer a series of questions about their personal and household transportation needs and experiences. Approximately 22 percent of respondents indicated they did not have regular access to a personal vehicle that they drive, indicating a strong likelihood that most respondents utilize transit as a means of transportation. A total of 96 survey responses were received, the results of which are discussed below.



Where Respondents Live

Survey respondents were asked to provide their residence zip code, as shown in Figure 3.1. the majority (53 percent) of respondents lived in Northeast Reno, which is the same area in which one of the public events was located. The next two most common locations—central Reno (8 percent) and central Sparks (7 percent)—were also areas where public events were held. However, there were surveys submitted by respondents from all over the region.

Figure 3.1 – Residence Location



Demographic Questions

The survey included demographic questions related to status as a person living with disabilities, a senior citizen, or a veteran. Respondents were instructed to select all that applied. As shown in Table 3.1, approximately 52 percent of respondents indicated they were a senior citizen only, followed by respondents who selected person with a disability only and senior citizen with a disability, each at approximately 14 percent.

Table 3.1 – Persons with Disabilities, Senior Citizens, and Veteran Status

	Number of Respondents	Percent of Respondents
Senior Citizen (only)	50	52%
Person with Disability (only)	13	14%
Veteran (only)	2	2%
Senior Citizen with Disability	13	14%
Senior Citizen and Veteran	8	8%
Veteran with Disability	0	0%
Senior Citizen with Disability and Veteran	5	5%

Transportation Characteristics

Respondents were asked a series of questions related to their utilization of various transportation options and their travel needs. They were also provided the opportunity to provide comments on the quality of transportation in the region, what barriers exist, and how these and other issues could be addressed.



Respondents were given a list of current transportation options and asked to select all of the services that they currently use. Table 3.2 illustrates the frequency with which specific transportation providers are used by respondents. The RTC’s fixed-route service, RTC RIDE, was by far the most commonly used service (73 percent), followed by other RTC services as four of the five next most commonly used options. Taxi, Uber, and Lyft services are used the most frequently (16 percent) out of any of the non-RTC operated services. Several other transportation providers are also utilized by respondents, although less frequently than those noted above.

Table 3.2 – Transportation Provider Utilization

Transportation Providers	Number of Respondents	Percent of Respondents
RTC RIDE (fixed-route service)	70	73%
RTC Washoe Senior Ride (taxi voucher program)	19	20%
RTC FlexRIDE (microtransit service)	15	16%
Taxi/Uber/Lyft	15	16%
RTC ACCESS (paratransit service)	13	14%
RTC REGIONAL CONNECTOR (intercity service)	12	13%
Other	12	13%
Seniors in Service	7	7%
Medicaid-sponsored transportation	7	7%
Employer-provided	6	6%
Access to Healthcare Network	5	5%
Senior Program Transportation Services	5	5%
Pyramid Lake Paiute Tribal Transit	4	4%
Reno-Sparks Indian Colony transit	4	4%
Sanford Center for Aging -- Senior Outreach Services	4	4%
Washoe County Human Services Agency	4	4%
Human service agency-provided	4	4%
Residence-provided	3	3%

Respondents were asked to indicate their most visited destinations or places they most often need to visit when transportation is available. The options provided included employment, shopping, medical appointments, school, recreation, human service programs, or other. As shown in Table 3.3, shopping was the most common trip purpose (69 percent), followed closely by medical appointments (61 percent). Access to human service programs and recreation were also relatively common trip purposes.

Table 3.3 – Most visited destinations

Destinations	Number of Respondents	Percent of Respondents
Shopping/grocery/pharmacy	66	69%
Medical or dental appointment	59	61%
Senior citizen or human service agency program	38	40%
Social/recreational	36	38%
Place of employment	13	14%
Other	8	8%
School or educational training	4	4%

The survey asked which days of the week and at what time of day the respondent needs transportation within Washoe County. Respondents were allowed to check multiple responses. As shown in Table 3.4, there was a relatively even distribution between weekdays, with a slightly lower need for transportation on weekends. Nearly half (45 percent) of respondents indicated they need transportation on all days of the week, while less than 20 percent indicated they need transportation only during the week (19 percent) or only on weekends (2 percent). As shown in Table 3.5, respondents indicated that transportation services are most needed primarily during regular business hours, with 8:00 AM to noon (61 percent) and noon to 4:00 PM (50 percent) categories receiving the most responses. Additionally, 74 percent of respondents indicated they need transportation before noon, while only eight percent of respondents indicated they need transportation during all hours of the day.

Table 3.4 – Days of the Week When Transportation is Needed

Days	Number of Respondents	Percent of Respondents
Monday	68	71%
Tuesday	69	72%
Wednesday	68	71%
Thursday	65	68%
Friday	68	71%
Saturday	55	57%
Sunday	55	57%
Weekdays only	18	19%
Weekends only	2	2%
All days	43	45%

Table 3.5 – Times of the Day When Transportation is Needed

Time of Day	Number of Respondents	Percent of Respondents
Midnight to 6:00 a.m.	12	13%
6:00 a.m. to 8:00 a.m.	28	29%
8:00 a.m. to noon	59	61%
Noon to 4:00 p.m.	48	50%
4:00 p.m. to 6:00 p.m.	36	38%
6:00 p.m. to 9:00 p.m.	20	21%
9:00 p.m. to midnight	13	14%
Before noon	71	74%
After 6:00 p.m.	23	24%
All hours	8	8%

Respondents were asked to indicate what deters them from using transportation services such as RTC, rideshares, and other services. The results are shown in Table 3.6. According to respondents, the biggest deterrent to using public transportation services is the walking distance required to access the service. It can be inferred that, in this instance, most respondents were referring to the RTC’s RIDE (fixed-route) service, as most other transportation services pick up and drop off at the desired origin and destination. Respondents also stated the ability to obtain transportation from a friend or family member as being a common deterrent to using public transportation options.

Table 3.6 – Deterrents to using public transportation services

Types of Issues	Number of Respondents	Percent of Respondents
Too far to walk to access service	17	18%
I am able to get rides from friends and/or family	13	14%
Other	11	11%
Too expensive	9	9%
I do not know how to use listed services	8	8%
I feel unsafe when using listed services	5	5%
I do not qualify for transportation programs	4	4%
It doesn’t go where I need it to	4	4%
Wheelchair accessible vehicles are not available when I need them	3	3%

Respondents were then provided the opportunity to select from various options that would make using public transportation services more appealing to them. As shown in Table 3.7, the most selected change that would make such services more appealing is lower cost, followed closely by expanded service area and increased frequency. Additionally, the creation of more direct connections, provision of better information about services, and expanded operating hours were popular responses.

Table 3.7 – Changes that could be made to make public transportation service more appealing

Types of Improvements	Number of Respondents	Percent of Respondents
Lower the cost	33	34%
Expand service area	32	33%
Increase frequency	28	29%
Create more direct connections	20	21%
Provide better information about services	20	21%
Expand operating hours	19	20%
Expand operating days	12	13%
Expand eligibility	11	11%
Other	6	6%
Provide information in additional languages	5	5%

The survey concluded with a pair of open-ended questions that allowed respondents to comment on the current mix of available transportation services and to provide other comments or concerns. Respondents were asked how, if at all, they would change service (by adding, removing, or reallocating service), and were afforded space on the survey to provide details on how they would change service. Nearly half (47 percent) of respondents indicated the current mix of available transportation services was sufficient for their needs. Approximately one-third (34 percent) of respondents indicated they would add service. Of those providing further detail about how to expand service, responses were generally related to expanding the service area or increasing service frequency. Of the few who indicated they would remove or reallocate services, no clarification was provided.



Additionally, respondents were asked to describe any other transportation barriers or concerns they would like to share. General categories were used to group the comments accordingly. If multiple subjects were addressed in one comment, the comment was counted in each of the relevant categories.



The most frequently received comments were related to expanding the service area and improving the schedule or on-time performance. Comments related to the desire for more stops or service and poor driver behavior were relatively common, as were those related to kind and helpful drivers and the overall quality of service.

STAKEHOLDER WORKSHOP

As the final piece of the outreach process, the RTC held a stakeholder workshop, inviting stakeholders from across the region using a condensed version of the distribution list utilized for the stakeholder inventory survey. During the workshop, stakeholders were presented with contextual information on the CTP purpose and process, regional demographics, and findings from the public and stakeholder surveys. Building off this information, the workshop participants then discussed services and programs that are currently working well in the region. After determining what needs are being met by existing services, workshop participants then identified what needs are not being met, along with other gaps in service. These unmet needs and gaps in service were subsequently grouped into categories and prioritized as the most important to address in the four-year planning horizon of this CTP. Finally, participants developed strategies to address the top priorities based on available resources, time, and feasibility.

Input from the surveys and workshop was used to inform the CTP's final unmet needs and gaps in service, strategies to address these unmet needs and gaps in service, and develop priorities for implementation.





CHAPTER 4

Identified Gaps in Service and Unmet Needs

As discussed in Chapter 3, a series of outreach activities were used to gather feedback from the public and stakeholders. RTC staff met regularly to discuss potential transportation-related issues and also applied a demographic analysis to the outreach and identification of gaps in service and unmet needs process. The following sections contain a recap of common themes identified during the 2020 CTP process as well as those that emerged during the development of the 2024 CTP.

COMPARISON TO 2020 CTP

Using a similar process of outreach for the identification of gaps in service and unmet needs, the 2020 CTP compiled key findings divided into two categories: “unmet transportation needs” and “coordination issues.” Below is a summary of these findings, which were used to present a baseline of gaps in service and unmet needs during the stakeholder workshop conducted as part of the 2024 CTP development process.

2020 CTP Unmet Transportation Needs:

- Lack of affordable transportation
- Need for door-to-door or door-through-door service
- Limited service area
- Lack of wheelchair accessible vehicles
- Advanced reservation requirements
- Limited service hours (need for 24/7 service)

2020 CTP Coordination Issues:

- Lack of information about services
- Difficulty matching resources with needs of the passenger
- Agencies are focused on their own clients and services

Several 2020 issues remain ongoing in 2024. However, some are new and even many of the recurring issues include nuances that require different solutions, as discussed in Chapters 5 and 6.

GAPS IN SERVICE AND UNMET NEEDS

Spatial, temporal, and other gaps in transportation services were identified through the stakeholder survey. Additional gaps were extracted from public and stakeholder surveys, while additional clarification and context was provided during the stakeholder workshop.

As outlined in Table 2.1 on page 14, the more urbanized portions of Reno and Sparks have transportation service (RTC RIDE) that has no eligibility-based limitations and service is provided during all days of the week and all hours of the day. However, this service may be limited in its accessibility on account of the fare charged per trip and/or by the lack of specialization in serving members of the community with different needs and abilities. The service area is also limited to the more urbanized portions of Reno and Sparks. To fill this need for specialized and wider-reaching service, there are several providers in the region, including some that do not charge a fare. These services are typically limited by their days and hours of service (which may be limited based on the availability of volunteer drivers) and availability is based on their eligibility requirements.



According to the service data collected, the following have been determined to be spatial gaps in service within different parts of Washoe County:

- Rural Washoe County – service for individuals with disabilities is limited based on volunteer availability; volunteers typically do not have accessible vehicles. Service for seniors is limited based on volunteer availability or by eligibility requirements (limited resources and low-income) and days and hours of operation.
- Bureau of Indian Affairs Indian Reservations in rural Washoe County – service for seniors and individuals with disabilities is limited by days and hours of operation. Limiting factors may also include the presence of fares and service areas with specific pickup and drop-off locations.
- Outlying areas of Reno/Sparks – service for seniors and individuals with disabilities is limited by days and hours of operation.
- Urban areas of Reno/Sparks – service for seniors and individuals with disabilities is limited by the presence of fares and lack of specialization or by days and hours of operation, depending on the type of service used.

While there is transportation coverage throughout the region, accessibility becomes more and more limited the further from the urban cores of Reno and Sparks that the trip origin and/or destination gets. This is consistent with feedback received through stakeholder survey responses, which identified service area as the biggest transportation-related gap. Similarly, according to public survey respondents, an expanded service area is the second most desired improvement that could be made to transportation services.

Several gaps in service and unmet needs distinct from spatial and temporal gaps in transportation services were identified through the public and stakeholder surveys. Additional clarification and context were provided during the stakeholder workshop. The resulting list of unmet needs were refined and grouped into the categories below.

- Staffing shortages and service reliability
 - Survey respondents and workshop participants commented on the need for more staffing and/or volunteers to improve the availability and reliability of services. Staffing shortages can lead to decreased on-time performance or the unavailability of service, both of which can lead to missed appointments and other missed trips.
- Transportation for individuals with special needs
 - Survey respondents and workshop participants commented on the need for more specialized transportation services. There is often a lack of transportation for individuals with specialized needs such as those with mental or behavioral health issues; cognitive disabilities; individuals under anesthesia; and those with mobility support needs requiring door-through-door service. Such service also requires specialized training for drivers and other staff.
- Limited service area
 - As discussed in the spatial gaps section above, service to rural or outlying areas of the region is lacking. Survey respondents and workshop participants pointed out the presence of gaps in service areas, including a lack of interregional connectivity.
- Eligibility limitations
 - Survey respondents and workshop participants also highlighted eligibility requirements as a limiting factor in accessing transportation. These limitations may be too restrictive or require an individual seeking transportation to also be receiving other services, and include the processing time required to become eligible for a given program or service.

- On-demand service
 - Survey respondents and workshop participants noted that same-day or urgent requests for transportation are often difficult to fulfill. The nature of such trips, requiring the arrangement of driver and vehicle availability often limits the ability of transportation providers to accommodate these requests.
- Affordable transportation
 - Cost was a common concern among survey respondents. Although it was discussed by the workshop group it was not identified as a significant gap in service. In the opinion of the workshop participants, the issue was more related to the ability of individuals and service providers to identify and coordinate transportation through any of the agencies providing service at no charge to the user. However, the RTC's services, which tend to provide the most coverage, also charge a fare for each service type.
- Travel time
 - Survey respondents and workshop participants pointed out limitations caused by travel and/or wait times. The amount of time spent waiting for a bus or in transit can impact the ability of seniors or individuals with disabilities to utilize public transit or human service agency-provided transportation.
- Lack of travel options
 - A popular topic among survey respondents, workshop participants also mentioned the need for more transportation service options. This is essentially a catchall category to fill general gaps in service such as transportation for particular groups or purposes, alternative options such as bicycle infrastructure or rail service, and overall service (days, hours, frequency, routes, stops, etc.).
- Funding
 - The need for funding goes beyond simply the availability of dollars for programs and services. Most, if not all, utilize grants on an annual or recurring basis. However, the requirements associated with grants can prohibit access or limit the amount or type of transportation provided. Overall, survey respondents and workshop participants agreed additional funding is needed to improve the state of transportation in the region.
- Information and training
 - A popular and broadly defined topic among survey respondents and workshop participants, better information and training is necessary to maximize current services. This category includes the need for better communication (i.e., through campaigns, outreach, and information sharing) about what is available and needed. It also includes the need for training for staff on how to coordinate, book, and track trips, whether through direct communication or a trip scheduling platform.
- Safety
 - Survey respondents noted safety concerns not discussed by the workshop group. Although not a commonly identified unmet need, safer service and the provision of safe places for vulnerable populations is desired.
- Coordination
 - Survey respondents and workshop participants agreed that there is a need for better coordination. This improved coordination should come in many forms including between jurisdictions, between transportation providers, with tribal agencies, with developers, and with non-transportation service providers that deal with activities of daily living (ADLs) and instrumental activities of daily living (IADLs). In many cases, an overarching authority or leadership is necessary to create a record of collaboration, facilitate interagency coordination, or take on bigger picture efforts.

The gaps in service and unmet needs discussed above are based on comments from survey respondents and workshop participants and have been refined into broad categories that may include some overlap. However, there are nuances to each that make them distinct and appropriate to separate. These gaps in service and unmet needs were considered during the stakeholder workshop. Strategies to address these issues were developed, as discussed in Chapter 5. Generally, many of the issues identified during the development of the 2020 CTP remain today. However, there was enough difference between the two sets of gaps in service and unmet needs that new potential solutions were needed.





CHAPTER 5

Implementation Strategies

Throughout the development of the CTP, data related to gaps in service and unmet needs was gathered to inform strategies to address transportation-related issues. Building upon the valuable feedback provided by members of the public and key stakeholders, as discussed in Chapters 3 and 4, this chapter details specific strategies to improve transportation services. Below is a list of each strategy, followed by a discussion that highlights the potential of strategies to address the biggest gaps in service and unmet needs identified during the stakeholder and public outreach process. Individual strategies may be used to address multiple gaps in service or unmet needs or used in tandem to address a single issue. Prioritization of and recommendations for strategies to be implemented are presented in Chapter 6.

The strategies discussed in this chapter are:

- Volunteer driver program
- Driver training program
- Expanded service area
- Eligibility assessment program
- Same day trips on ACCESS
- Expanded mobility manager program
- Expanded Transportation Network Company subsidies
- Additional nonprofit transportation providers
- Improve funding sources
- Uniform trip booking/scheduling platform
- Travel training and support
- Coordinating council

VOLUNTEER DRIVER PROGRAM

Use of volunteers provides a low-cost option to meet transportation needs, particularly in areas with low population densities and low levels of demand. Volunteers typically use their personal vehicles, receiving a mileage reimbursement, but can also utilize agency-provided vehicles, if available. These programs may also include an escort component where volunteers accompany riders with mobility devices on paratransit services when they are unable to travel in a private vehicle.

In contrast to other transportation options, these are typically door-through-door services, which require more time to complete each trip but offer a higher level of service for the individual.

Several nonprofit organizations such as N4, Sanford Center for Aging, and Seniors in Service, already use volunteer driver programs but have trouble meeting the demands of their clients. A dedicated volunteer driver program may be able to coordinate drivers from around the region to scale available resources to fulfill the needs of various organizations.



DRIVER TRAINING PROGRAM

There is often a lack of transportation for individuals with specialized needs, which may be due in part to the lack of availability of specialized training for drivers and other staff. Nonprofit organizations typically provide necessary training to volunteers and staff, but this can be a significant draw on resources when faced with high turnover rates and the number of volunteers required to maintain appropriate levels of service. A regional volunteer driver program may also be able to provide the necessary training to volunteers without impacting the resources of individual organizations.

Such a program could provide training on more general skills such as reading trip manifests or loading and securing wheelchairs, as well as specialized training such as how to provide door-through-door service or service for people with various disabilities.



EXPANDED SERVICE AREA

Most nonprofit organizations provide service throughout the region and typically are not limited by area served. However, their limitations on eligibility, capacity, and days/hours require other services to fill the void. The RTC's RIDE, FlexRIDE, and ACCESS services are primarily focused on serving more urban parts of the region but otherwise have the fewest restrictions to providing service.

An expansion to RIDE service would require an associated expansion to ACCESS service. Expansion of the service area for ACCESS would increase the cost of providing the service with a reduction in service productivity and a higher average cost per passenger trip.

Further, expansion of the service area would only meet the needs of individuals who qualify for ACCESS service under the eligibility determination process. It may therefore make the most economical and logistical sense to expand FlexRIDE. However, creating connectivity between FlexRIDE zones may be necessary to maximize usefulness of an expansion.

ELIGIBILITY ASSESSMENT PROGRAM

During the stakeholder workshop, participants expressed that cost may not be as much of an issue if individuals were properly matched with services for which they qualify. Many nonprofit organizations and human services agencies provide case management that can assess individual needs and abilities and make transportation arrangements. However, a regional eligibility assessment program could help to streamline the process of identifying and applying to receive eligibility-restricted services.

The RTC's Mobility Center makes eligibility determinations for its ACCESS service. The center is operated with 3 staff members with space set aside at CENTENNIAL PLAZA to conduct requisite testing. A similar facility could be established or co-located and operated by a regional mobility manager or in-house staff with intimate knowledge of various programs.

SAME DAY TRIPS ON ACCESS

Due to the nature of scheduling and booking trip requests—which require the coordination of a vehicle, driver, and/or other staff—same day trips can be difficult to accommodate. The RTC's FlexRIDE service allows anyone to book a trip with as little as 20 minutes notice. However, with significant service area limitations, this service is typically not an option for human service agency and nonprofit organization client needs. In many cases, the desired pickup and/or drop off location is a dialysis clinic, hospital, office, or other location in the urban core and outside of the FlexRIDE zone, which is primarily restricted to suburban and outlying areas of the region.



Applying the same trip booking technology used for FlexRIDE to a service that has more coverage, and which provides door-to-door service may help meet some of the demand for on-demand service. This could also be accomplished through an expanded FlexRIDE zone or a connected scheduling and booking platform that book trips through any of several area providers.

EXPANDED MOBILITY MANAGER PROGRAM

A mobility manager can implement or assist in implementing several strategies in this list. As noted in Chapter 4 and the eligibility assessment program item above, transportation services that are free to the user are readily available. The challenge is in identifying what services are available and whether an individual meets the eligibility requirements. A mobility manager can assist individuals in identifying transportation that meets their mobility needs, at the same time helping to remove cost as a barrier.

Additionally, while eligibility assessments may not be standard practice for a mobility manager, they typically provide coordinated information and referrals, creating a “one-stop” information center on multiple travel options. It may also be outside a mobility manager's reach to provide driver training or directly book trips, but it is not uncommon for them to coordinate travel training and trip planning for individuals.

Mobility management functions are typically provided by human service and transportation providers in some form, even if not by someone with a “mobility manager” title. However, the full scope of these functions is not typically provided by such individuals, and the mobility management tasks may not be performed at the regional scale. The Reno/Sparks region shares a mobility manager with other parts of northern Nevada. The position is funded by a grant intended to serve rural areas, allowing for only tangential utilization in Washoe County. A dedicated position for the urban area would mean better coordination and progress toward meeting several local strategies.

EXPANDED TRANSPORTATION NETWORK COMPANY SUBSIDIES

Transportation Network Companies (TNCs) and taxis can be the quickest, most convenient and most responsive transportation available. The RTC provides taxi and TNC fare subsidies through its Taxi Bucks and voucher programs, and N4 provides TNC vouchers through its N4 Connect program. Expanding subsidies would help address limitations caused by travel and/or wait times common among other transportation services.

Cost was a common concern among survey respondents. The service with the highest cost to the individual is TNC or taxi service. Despite the presence of voucher programs, they are limited to a monthly maximum, the threshold for which can be fully utilized in as few as one or two round trips. In addition to reducing travel times, more funding for these programs would help meet the need for more affordable transportation and expanded on-demand service.

Additional Nonprofit Transportation Providers
There are several nonprofit agencies providing transportation service in the region. These agencies have the capability to provide a higher level of assistance and can meet a wider range of needs than most other services. They are also typically customized to meet the specific needs of a certain demographic or subset of the population. It would therefore make sense to expand the number of travel options through increasing the number or type of nonprofit providers. Travel options may also be added by simply expanding the hours or days of operation of existing nonprofit providers.

IMPROVE FUNDING SOURCES

Making improvements to funding sources means more than growing program budgets to new levels. While the long list of gaps in service and unmet needs will require new funding streams and/or significant boosts to existing sources, lessening the administrative burden of existing sources will also help nonprofits and other organizations utilize grants to their full potential. The RTC has already converted its 5310 program to an equivalent sales tax program to help alleviate this burden.

Further efforts could be made to expand funding, minimize requirements, and increase sustainability of grant programs through formal advocacy. National organizations such as the American Public Transportation Association (APTA), the Community Transportation Association of America (CTAA), and the National Aging and Disability Transportation Center (NADTC) advocate for transportation-related needs and support grantees in securing sustainable funding. Further advocacy could be done at the state and local levels through formation of a state transportation association or local coalition.

UNIFORM TRIP BOOKING/ SCHEDULING PLATFORM

The sharing of information and provision of staff training can be accomplished through several methods. Creation of a uniform trip booking/scheduling platform serves several purposes, including making trip-related information available to all participating providers. This would allow agencies to maximize current services while reducing (or eliminating) duplication of services. The platform used by RTC's ACCESS service has the capability to add additional providers while integrating and separating certain aspects of each service, as necessary. Additional fees on a per vehicle/fleet basis would be required but training could then be performed by staff at any agency or made a function of a regional mobility manager.

TRAVEL TRAINING AND SUPPORT

Programs designed to teach people with disabilities, seniors, youth, minorities, or those who are generally concerned about riding public transportation or traveling independently in their communities can encourage wider utilization of public transportation. A travel training program should provide the basics on how to ride, safety tips, and information on how to obtain support in scenarios that feel unsafe.

The RTC currently offers a travel training program that teaches individuals or groups how to utilize public transportation. Travel training programs generally fall under mobility management and could be run by a regional mobility manager in order to provide instruction and training on other modes of transportation and to keep individuals safe and connected to their communities. Although a travel training program won't specifically add safety features to travel options, it should make people aware of what safety features are available to them when using public transport.



COORDINATING COUNCIL

Although much coordination already takes place in the region, there is more that can be done. Having an established forum in which to discuss mobility issues, whether they are barriers, improvements, or observations, is vital to the continued development of a coordinated network of transportation services. Members can work jointly toward implementing the strategies and services recommended in the CTP or establish subcommittees to address other goals or objectives.

A local coordinating council may begin with members from agencies focused on providing transportation but is likely to expand to include members from local jurisdictions, tribal agencies, developers, human service agencies dealing with Activities of Daily Living (ADL) and Instrumental Activities of Daily Living (IADL), health clinics, and others. The council should meet on a regular basis to discuss new developments in state and local transportation, to identify service gaps, and to design coordination strategies.

In addition to addressing transportation-related issues, a coordinating council could be a catalyst for interagency coordination and a strong advocate for bigger picture efforts related to funding and changes to statute or regulation.



The strategies covered above are meant to act as potential solutions for gaps in service and unmet needs identified throughout the development of this CTP. This list is not comprehensive, and funding may not exist to implement them all before the next iteration of the CTP is developed. It was therefore necessary to prioritize gaps, needs, and strategies for implementation, the results of which are discussed in Chapter 6.





CHAPTER 6

Implementation Priorities

Development of the 2024 CTP has revealed that there is support for several strategies, programs, and projects to address the varying gaps in service and unmet needs in the region. These strategies, programs, and projects were evaluated in Chapter 5 and have been prioritized according to public and stakeholder input. This chapter describes the strategies that have been determined to be priorities and adds consideration of existing and potential future resources, timeline, and feasibility for implementation.

Ultimately, successful implementation of any of the priorities discussed below will be reliant upon the ability of stakeholder agencies to collaborate and coordinate both existing and newly developed strategies. Without additional funding sources much of the success will depend on the region's capacity to operate programs and services efficiently and to minimize duplication of services.

The following sections of this chapter provide details of the strategies prioritized for implementation, the proposed implementation timeline for each, and budgetary constraints and other financial considerations.

REGIONAL PRIORITIES

The strategies discussed below were selected based on data and information collected through public and stakeholder surveys and a stakeholder workshop, the results of which were provided in previous chapters. The top two most preferred strategies across all types of outreach utilized in the development of this CTP, as well as the most preferred remaining strategy from each outreach type, make up the top five strategies recommended for implementation. An overview of the top priorities for stakeholders, members of the public, and workshop participants in addressing unmet needs and gaps in service is provided in Table 6.1. Other strategies are included as supplementary priorities and are based on the availability of additional funding.

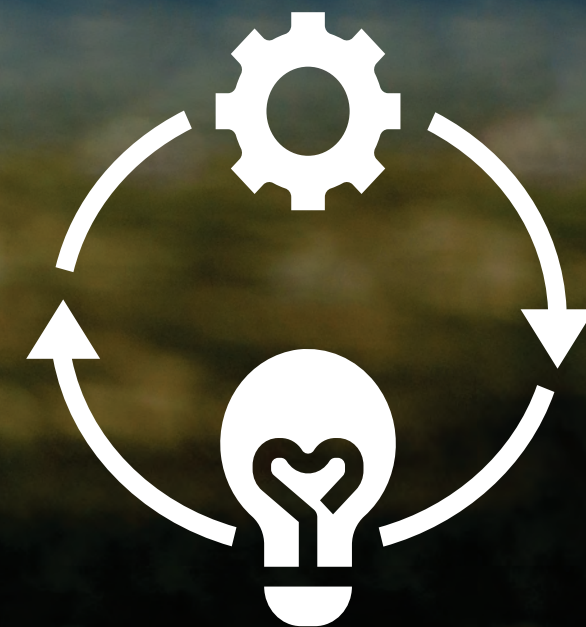


Table 6.1 -- Top Five Priorities for Stakeholders, Members of the Public, and Workshop Participants in Addressing Unmet Needs and Gaps in Service

		Top 5 Priorities for Stakeholders	Top 5 Priorities for Members of the Public	Top 5 Priorities for Workshop Participants
Top 5 Priorities Overall	Expand Service Area	X	X	X
	Information Sharing and Provision of Training	X	X	X
	Improvement of Existing and Creation of Additional Travel Options	X	X	
	Improved Coordination	X		
	Funding Solutions			X
	Staffing Service Reliability	X		
	Transportation for Individuals with Special Needs			X
	Reduction of Eligibility Requirements			
	Addition of On-Demand Services			X
	More Affordable Transportation		X	
	Reduction of Travel Times		X	
	Improved Safety			

Priority #1 – Expand Service Area

As discussed in Chapter 5, most of the human service agencies provide service throughout the region or serve all of Washoe County, whereas the RTC’s services are more focused on the densest parts of the Reno-Sparks area. The service provided by the RTC that may make the most economical and logistical sense to expand is FlexRIDE. In providing curb-to-curb service, it limits the distance older adults and individuals with disabilities must travel to board at their origin and alight at their destination. Creating better connectivity between FlexRIDE zones would be necessary to maximize the utility of an expansion. If this is less feasible, expanding RIDE and ACCESS may be viable options as well. While there may not be complete agreement on which service is most preferred for expansion, the desire for an expanded service area is a top priority to the public, stakeholders, and workshop participants.

Implementation Strategy 1.1 – Expand FlexRIDE Service Areas

Since it was first implemented in 2021, FlexRIDE has continued to grow ridership and expand service areas. With service already covering many of the region’s outlying areas, there may be limited options in which to create new zones. Cold Springs and Hidden Valley are two areas currently unserved by the RTC, although old southwest Reno and Galena are other potential options for expansion. Expansion of existing service areas may also be necessary to create connections between areas and to facilitate better access to more urbanized areas of the region.

Expansion of FlexRIDE service could be completed in the short-term (within five years) considering the RTC is preparing to update its Transportation Optimization Plan Strategies (TOPS) plan, which will determine details of any future expansion. A proposed expansion in the short-term is also feasible based on the funding sources used for service. Operating funding is through Congestion Mitigation and Air Quality (CMAQ) and replacement vehicles are typically provided through CMAQ or FTA 5307 funds.

However, FlexRIDE expansion vehicles have historically been funded with FTA 5310 dollars and any future expansion would presumably require a one-time investment using these Enhanced Mobility of Seniors and Individuals with Disabilities (5310) funds. Finally, given the success of the FlexRIDE service, continued expansion is feasible from the standpoint of obtaining buy-in from elected officials and from the community.

Implementation Strategy 1.2 – Fund Transportation Based in Rural Areas

Service to and from outlying and rural areas is a challenge for a number of reasons and prompts the need for expanded service areas. While expansions to the FlexRIDE service area will help to address the issue, it will be unlikely to completely resolve the need for service in outlying and rural areas. Workshop participants noted that funding drivers or providers that are based in rural areas would better address this issue.

Efforts should begin with recruitment of volunteers and TNC drivers in the rural portions of Washoe County. Partnerships with TNCs could be formed or smaller grant opportunities could be pursued to fund marketing and outreach to recruit drivers for TNC, human service, and nonprofit transportation providers. This strategy could be completed in the short-term with relatively small financial investment. Recruitment efforts as part of larger initiatives to improve transportation services is an eligible expense under the FTA’s 5310 and the RTC’s 5310 equivalent programs.

Priority #2 – Information Sharing and Provision of Training

From both the public and service provider perspectives access to information can be troublesome. Better access to information is a priority for the public, stakeholders, and workshop participants. Uniform methods for sharing information and a clearinghouse for storing and accessing information are needed to improve the quality and accessibility of transportation-related information. In order to ensure successful maintenance of any system or program implemented, appropriate training must be provided. Underresourced departments and high staff turnover rates can cause even fundamental levels of training to become burdensome or unavailable. Sharing common methods and resources allows training to be available without the presence of an in-house subject matter expert.



Implementation Strategy 2.1 – Develop Uniform, Integrated Trip Booking/Scheduling Platform

The RTC currently uses Spare as its trip booking and scheduling software program. The program allows for the dynamic scheduling of trips, creating efficient manifests and utilization of vehicles and drivers. The platform has the capacity to add separate sets of drivers and fleets that could allow external agencies to access the system, view availability through other providers, and maximize existing resources. When encountering staff shortages or high rates of turnover, this would also allow them to call on other users of the system to provide assistance or training.

Allowing use of the RTC’s Spare platform by external agencies would incur additional fees on a per vehicle/fleet basis. This would provide a uniform system for booking and scheduling trips but would not be integrated across providers. However, this could be completed in the short-term given that the platform is already established and that RTC staff has a working knowledge of how to use it. Agencies that already use a separate software could divert their existing budget to adding their fleet to Spare. There is opportunity here for economies of scale and may even result in a budget reduction for each agency opting to switch providers.

In 2019, the Nevada Department of Transportation (NDOT) had discussions with its subrecipients and with the FTA about the potential for a state-sponsored integrated trip booking/scheduling platform. While funding for the platform did not materialize as anticipated, NDOT later awarded funding to N4 to pilot a regional platform.

Ultimately, the pilot did not become permanent, but the concept is still feasible, with successful examples from Pennsylvania and Nebraska that could be used as models.

Moving to a fully integrated system is likely implementable in the medium range (five to ten years) as there would be several steps involved in establishing such a system. However, the funding could come from a source other than that which is dedicated to enhancing mobility for seniors and individuals with disabilities. NDOT typically has a large carryover of FTA 5339 funds—capital funding that could get the program up and running but would not be able to fund ongoing operations and maintenance. This could be shared between users of the system as part of any existing budget for trip booking/scheduling software, as noted above.

An initial inquiry would need to be made to transportation service providers to gauge interest and then to NDOT to confirm the funding source before moving toward finding a project sponsor. The sponsor would be responsible for conducting a procurement for a software provider that would build a system that could accommodate each user agency’s needs to develop a fully integrated system.

Priority #3 – Improvement of Existing and Creation of Additional Travel Options

Expressed to be the highest priority of members of the public, the improvement of existing and creation of additional travel options can mean many things. In perhaps its simplest and most basic form, this can mean extended days or hours of operation. Based on other comments received, it can mean more routes, services, and infrastructure.

Implementation Strategy 3.1 – Service Improvements for Nonprofit Transportation Providers

As discussed in Chapter 5, the service improvements that might have the most benefit for target populations are those provided through nonprofit organizations. The higher level of service provided by nonprofits, and the ability of these organizations to cater to individual needs allows them to have the greatest impact on quality of service and in filling gaps and addressing unmet needs. Additionally, the type of service provided, if expanded, would also help address other issues such as the need for door-through-door transportation and more direct connections. It was expressed by stakeholders that backlogs and waitlists are common to nonprofit providers and enabling them to add service would allow them to take on additional clients and fulfill additional trip requests.

The addition of nonprofit transportation service could be implemented in the short-term with additional funding and staff. The RTC’s 5310 equivalent sales tax program is available to nonprofit and other organizations for new and existing services. The next call for projects is anticipated in the spring of 2025 with funding offered on a two-year cycle.

The RTC could consider increasing the level of funding available for the next two cycles and nonprofit organizations could apply for other funding sources that support transportation for older adults and individuals with disabilities. Logistically, implementation of this strategy is feasible, but the identification of new sources of funding may be less so.

Implementation Strategy 3.2 – Expand Door-Through-Door Transportation Options

Door-through-door service is an important part of providing transportation for seniors and individuals with disabilities. Provision of this type of service can take additional resources such as staff, budget (i.e., additional liability insurance), or time. Engaging agencies that address ADLs and IADLs to assist with specialized transportation service may be a way to mitigate this resource issue.

In many instances, transportation providers have ongoing communication with non-transportation service providers and may be able to collaborate to enhance existing curb-to-curb or door-to-door service to become door-through-door.

It was pointed out during the workshop that, in some cases, agencies focusing on ADLs and IADLs do not consider themselves to be transportation providers when some of these activities involve transportation. For example, they may view the activity as “shopping,” which involves a trip to the grocery store. These agencies may be able to not only act as a personal care attendant aboard transportation provider vehicles but could potentially take trips from transportation providers on a case-by-case basis. This strategy could be implemented in the short-term with little to no financial commitment. An MOU or agreement may need to be established for more formal arrangements but could otherwise be accomplished through informal communications.

Priority #4 – Improved Coordination

A top priority for stakeholders was to improve coordination. Improved coordination can impact many areas that fall short of meeting transportation-related needs. There is a desire to engage, or better engage transportation providers, human service agencies considered to be non-transportation providers, health clinics, local jurisdictions, and others. This engagement would allow agencies to pool resources and/or work toward common goals.

Implementation Strategy 4.1 – Formation of a Coordinating Council

Formation of a coordinating council is a strategy that is implementable in the short-term. Many transportation and human service providers already coordinate or meet on a regular basis, so formalizing the process and adding members should not be viewed as an impossible endeavor. However, establishment of a coordinating council was a goal in the 2020 CTP and will require significant commitment from several agencies and individuals to accomplish.

A coordinating council should have representation from the RTC, each human services transportation provider, other human service agencies which serve people with transportation needs, local governments, and users of public transportation, and may include other organizations or individuals. The council should facilitate coordination of transportation services. This may include identifying barriers to coordination and developing approaches to overcome the barrier, identifying opportunities to improve coordination, identifying service enhancements, and implementing the coordination strategies contained in this plan. Functions of the council would otherwise be determined upon development of its mission and goals.

Costs associated with this strategy would be minimal and likely confined to staff time to participate, which may vary depending on the level of responsibility and/or participation from each agency. These expenses would qualify for reimbursement under many grant programs, including the FTA's 5310 and RTC's 5310 equivalent programs. However, participation in the council could result in additional funding for agencies and/or the region as participants work to improve awareness and eligibility for new funding programs and/or greater efficiencies of service through improved coordination.

Priority #5 – Funding Solutions

A top priority for workshop participants was to create better solutions for funding-related issues. Several of these issues noted by workshop participants are less about generating new funding streams and more about lessening the burdens associated with existing funding sources. The RTC has already created one solution to this problem through the creation of its 5310 equivalent sales tax program, which removes some of the requirements associated with the federal version of 5310. Workshop participants were also concerned with the reality of increasing costs of goods and services combined with the flat funding of most grant programs.

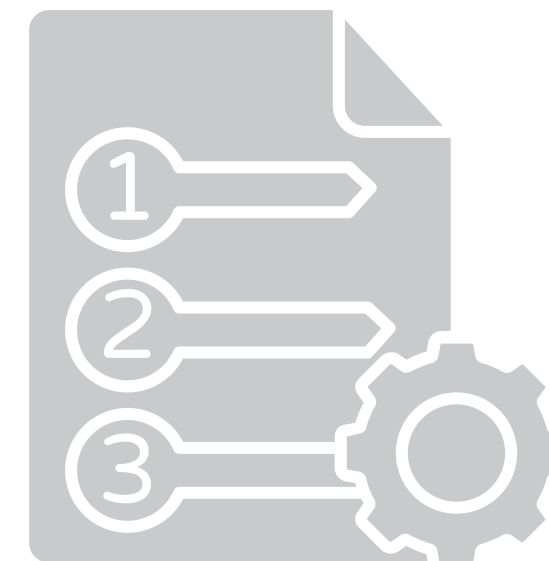
There is also minimal appetite to start new programs and services under sunset grants that only provide funding for new programs or that are only available for a short duration.

Implementation Strategy 5.1 – Better Utilization of Existing Funding Sources

There are many grant programs in existence today that either fund transportation directly or reimburse transportation-related expenses as part of another non-transportation related program. As noted in Implementation Strategy 4.1, it is possible that “new” sources of funding are identified simply through better communication and coordination between agencies.

However, there are available resources such as the National Aging and Disability Transportation Center's (NADTC) Resource Guide, which provides an inventory of federal grants that may be used to serve the transportation needs of older adults and individuals with disabilities. Additionally, the Coordinating Council on Access and Mobility's (CCAM) Federal Fund Braiding Guide helps grant recipients identify federal program funding that can be used to meet the match requirements of another. These and other resources can aid transportation providers in better access to and utilization of available funding sources.

This strategy can be met in the short-term, given that information about grants and how to access them is readily available. However, the time investment required for an individual agency to find, learn about, and determine the best way to utilize these resources may be a prohibiting factor. This strategy may therefore be combined with Implementation Strategy 4.1 as a goal or objective of a coordinating council. There may also be opportunity to collaborate with other funding providers to create programs similar to the RTC's 5310 equivalent program in order to remove red tape from other existing grant programs.



Implementation Strategy 5.2 – Pursue Legislation of New Sources of Funding

A formal coordinating council, as discussed in Implementation Strategy 4.1, would allow for a unified voice in the pursuit of legislation or other changes made at the state and federal levels. With or without a coordinating council, the need for funding to fulfill the needs of seniors and individuals with disabilities are often better expressed through associations that advocate directly to policymakers. The Community Transportation Association of America (CTAA), American Public Transportation Association (APTA), and state transportation associations provide a collective voice for public and private transportation providers while communicating legislative and regulatory priorities to lawmakers and federal agencies. This advocacy often includes funding and resources for service providers to safely and effectively improve transportation options.

This strategy is more appropriate for the medium range, as it will take time to gather information and prioritize needs to be filtered through a coordinating council, state transportation association, and/or national association (like CTAA or APTA) that advocate for change at the state or federal level.

Implementation Strategy 5.3 – Approach Medical Clinics and Centers about Funding Contributions

As discussed during the stakeholder workshop, much of the backlog of requests for transportation is a result of medical-based trips which tend to be high priority and, in the case of dialysis treatment, are reoccurring. If medical facilities were to provide small grants or stipends for transportation expenses much of the backlog could be addressed, as funding is often a limiting factor in the provision of transportation.

Because most, if not all, transportation service providers make trips to medical facilities, it may be feasible to make requests through a coordinating council. This strategy could be implemented in the short-term and would require a relatively small investment of staff time.

Overarching Priority – Preservation of Existing Services

Between members of the public and stakeholders, there was overwhelming support for existing programs and services, and little, if any, desire to reallocate resources to new programs and services. As noted in Chapter 1, the RTC’s apportionment of FTA 5310 funds is now reserved solely for use by the RTC but continues to fund projects identified in the CTP. Table 6.2 lists existing programs, projects, and strategies that will continue to be prioritized in addressing the region’s transportation needs. As demonstrated in this CTP, these are priorities of the public and stakeholders and will likely receive funding ahead of new projects and programs.

Table 6.2 – Estimated Expenses and Revenues for Existing Program, Project, and Strategy Priorities

Provider	Program/Project/Strategy	Estimated Annual Cost
Access to Healthcare Network	Non-Emergency Medical Transportation Program	\$225,000
Neighbor Network of Northern Nevada (N4)	N4 Connect	\$150,000
University of Nevada, Reno Sanford Center for Aging	Senior Outreach Service (SOS)	\$125,000
Volunteers of America	Nevada CARES Campus and Shelter Transportation	\$100,000
Washoe County Human Services Agency	Enhanced Transportation Mobility Services	\$35,000
Seniors in Service (SIS)	Senior Companion Program	\$110,000
United Cerebral Palsy of Nevada	Transportation for individuals with intellectual and other disabilities	\$55,000
RTC FlexRIDE	FlexRIDE Replacement Vehicle Program	\$500,000
Total Estimated Annual Expenses		\$1,300,000
Estimated Annual FTA 5310 Revenue		\$625,000
Estimated Annual RTC 5310 Equivalent Sales Tax Program Revenue		\$625,000
Other Potential Revenues (DHHS, Community Health Alliance, No. NV Adult Mental Health)		\$50,000
Total Estimated Annual Revenue		\$1,300,000

Conclusion

As a top priority and successful part of the region’s transportation network, the services listed in the table above are likely to continue to be funded for the foreseeable future. Beyond this list, additional sources of funding will likely be necessary for service expansion or the creation of new programs and services. The regional priorities discussed in this chapter will be funded to the extent possible with additional funding from federal and state discretionary grants, human service agencies, medical clinics, donations, and other sources will be applied for and utilized as necessary. In applying FTA 5310 and RTC 5310 equivalent program funds to strategies to better serve seniors and individuals with disabilities, the RTC will award those addressing the regional priorities discussed in this chapter and throughout this CTP. The RTC and its partners and stakeholders will work collaboratively to enhance the quality and accessibility of transportation services in the region. This CTP will aid in guiding these efforts for the next several years with future updates developed to address the ever-changing landscape of transportation needs, solutions, and services.

APPENDIX A

Stakeholder List



Stakeholder		Participation	
Organization	Contact	Stakeholder Survey	Stakeholder Workshop
Access to Healthcare Network	Jackie Gonzalez, Trevor Rice, Marcus Myers	X	X
Age-Friendly Reno	Donna Clontz	X	
Albee Aryel Foundation	Ron Aryel	X	
Alzheimer's Association of Northern California and Northern Nevada	Niki Rubarth, Charae Wasmsley Gipson	X	
Care Chest of Sierra Nevada	Anne Schiller		
Care Services of Nevada			
Center for Healthy Aging	Larry Weiss		
City of Reno	Izabella Baumann	X	
City of Reno Fire Department	Cindy Green	X	
Community Foundation of Northern Nevada			
Community Health Alliance	Oscar Delgado	X	
Disability Resource Center	George Mckinlay, Mary Zabel		
Food Bank of Northern Nevada	Jenny Yeager		
GMTCare			
High Sierra Industries	LaVonne Brooks, Melany Denny	X	
Human Services Network of Nevada	Tess Opferman		
Lend-A-Hand Senior Services			
Liberty Dental Plan			
Med-Express Transport	Jason Larrieu		
Medical Services of Nevada, Inc.	Cassiah Depew	X	
MTM	Sandra Stanko	X	
My Ride to Work			
National Federation for the Blind	Mark Tadder		
Neighbor Network of Northern Nevada	Amy Dewitt-Smith	X	X
Nevada Disability Advocacy and Law Center	Dianna DeBisschop		
Nevada Governor's Council on Developmental Disabilities	Catherine Nielsen, Ellen Marquez	X	
Nevada Statewide Independent Living Council	Ace Unruh		
Northern Nevada Adult Mental Health Services	Julie Lindesmith	X	
Northern Nevada Center for Independent Living	Lisa Bonie, Hilda Velasco		X

Stakeholder		Participation	
Organization	Contact	Stakeholder Survey	Stakeholder Workshop
Northern Nevada Public Health	Mike Escobar	X	
Osher Lifelong Learning Institute	Dolores Ward Cox	X	
Prominence Health	Mary Granger	X	
Pyramid Lake Paiute Tribe	Pamela Wright, James Phoenix		
Reno Behavioral Healthcare Hospital			
Reno Housing Authority	Catherine Steed	X	
Reno Ryde	Alyson Boyle		
Reno Sparks Cab Company	Britani Street, Robin Street	X	
Reno Sparks Indian Colony	Tom Purkey		
Ridge House	Dani Tillman		
Sanford Center for Aging	Crissa Markow, Gary Aldax, Peter Reed	X	X
Senior Advocate	Andrea Pelto		
Senior Coalition of Washoe County	Marsy Kupfersmith, Jane Gruner		
Senior Helpers	Kiefer Ipsen		
Senior Spectrum Newspaper	Connie McMullen		
Seniors in Service (SIS)	Michelle Rector, Polly Pollock	X	
State of Nevada Aging and Disability Services Division	Dena Schmidt, Alexandra Crocket	X	
State of Nevada Aging and Disability Services Division, Adult Protective Services	Lisa Whitney, Robin Tejada	X	
State of Nevada Aging and Disability Services Division, Office of Community Living	Katrina Fowler, Billie Russ	X	
State of Nevada Department of Employment, Training & Rehabilitation	Ken Pierson		
State of Nevada Department of Employment, Training & Rehabilitation, Bureau of Services for the Blind	Cathy Wendell		
State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health	Antonia Capparell, Cody Phinney, Troy Lovick	X	
State of Nevada Department of Health and Human Services, Division of Welfare and Supportive Services	Maria Wortman-Meshberger	X	

Stakeholder		Participation	
Organization	Contact	Stakeholder Survey	Stakeholder Workshop
State of Nevada Department of Health Care Financing and Policy	Kelly Carranza, Kirsten Coulombe		
Tahoe Transportation District	Tara Styer		
Uber	Kevin Luzong	X	
United Cerebral Palsy of Nevada	Jill Hemenway	X	
United Way of Northern Nevada and the Sierra			
University of Nevada, Reno, American Sign Language Program	Andrea Juillerat-Olvera		
University of Nevada, Reno, Dementia Engagement, Education and Research Program	Casey Acklin		
United States Department of Veteran Affairs			
United States Senator Catherine Cortez Masto's Office	Cameron George		
United States Senator Jacky Rosen's Office	Molly Rose Lewis		
Volunteers of America			
Washoe County Adult and Senior Services	Cara Paoli	X	
Washoe County Human Services Agency	Joti Bhakta, Abby Badolato, Amy Reynolds, Todd Acker	X	X
Washoe County Public Defender's Office	Eric Merritt, Elizabeth Lopez, Jennifer Rains		

APPENDIX B

Washoe County Coordinated Transportation Plan Update Community Survey



Washoe County Coordinated Transportation Plan Update Community Survey

This survey is part of the Regional Transportation Commission of Washoe County's (RTC) current efforts to revise and rewrite their Coordinated Human Services Public Transportation Plan. This short survey is designed to take less than 5 minutes of your time and the results will play an important role in making improvements in the network of transportation options available throughout Washoe County. Thank you in advance for your participation!

1. **Where do you live? Please provide your zip code** _____

2. **Do you have regular access to a personal vehicle that you drive?**

Yes No

3. **Are you:** *(Select all that apply or skip this question if not applicable)*

A person with disabilities A senior A Veteran

4. **Which of the transportation providers do you use on a regular basis?**

(Select all that apply)

- | | |
|--|--|
| <input type="checkbox"/> RTC Ride (fixed-route service) | <input type="checkbox"/> Seniors in Service (SIS) |
| <input type="checkbox"/> RTC Access (paratransit service) | <input type="checkbox"/> Washoe County DHHS – Seniors |
| <input type="checkbox"/> RTC FlexRIDE | <input type="checkbox"/> Senior Program Transportation Services |
| <input type="checkbox"/> RTC Regional Connector | <input type="checkbox"/> Medicaid-Sponsored Transportation |
| <input type="checkbox"/> RTC Washoe Senior Ride (subsidized taxi program) | <input type="checkbox"/> Transportation provided by your employer or work center |
| <input type="checkbox"/> Pyramid Lake Paiute Tribal Transit | <input type="checkbox"/> Taxi/Uber/Lyft |
| <input type="checkbox"/> Reno-Sparks Indian Colony Transportation | <input type="checkbox"/> Transportation provided by a human service agency |
| <input type="checkbox"/> Access to Healthcare Network | <input type="checkbox"/> Transportation provided by your place of residence |
| <input type="checkbox"/> Sanford Center for Aging – Senior Outreach Services (SOS) | <input type="checkbox"/> Other: _____ |

5. Which of the following are your most commonly visited destinations or places you most often need to visit when transportation is available to you?

(Select all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Medical or dental appointment | <input type="checkbox"/> Social/recreational |
| <input type="checkbox"/> Place of employment | <input type="checkbox"/> Senior citizen or human service agency program |
| <input type="checkbox"/> School or educational training | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Shopping/grocery/pharmacy | |

6. What days of the week do you need transportation? (Select all that apply)

- Sunday Monday Tuesday Wednesday Thursday Friday Saturday

7. What times of the day do you need transportation? (Select all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Midnight to 6:00 a.m. | <input type="checkbox"/> 4:00 p.m. to 6:00 p.m. |
| <input type="checkbox"/> 6:00 a.m. to 8:00 a.m. | <input type="checkbox"/> 6:00 p.m. to 9:00 p.m. |
| <input type="checkbox"/> 8:00 a.m. to noon | <input type="checkbox"/> 9:00 p.m. to midnight |
| <input type="checkbox"/> Noon to 4:00 p.m. | |

8. If you do not use a public transportation service, why not? What issues deter you from using such services? (Select all that apply)

- I am able to get rides from friends and/or family
- I do not know how to use listed services
- Too far to walk to access service
- Too expensive
- I do not qualify for transportation programs
- Wheelchair accessible vehicles are not available when I need them
- I feel unsafe when using listed services
- It doesn't go where I need it to
- Other: _____

9. What changes could be made to your local transportation options to make using them more appealing to you? (Check all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Lower the cost | <input type="checkbox"/> Provide better information about services |
| <input type="checkbox"/> Expand operating hours | <input type="checkbox"/> Provide information in additional languages |
| <input type="checkbox"/> Expand operating days | <input type="checkbox"/> Expand service area |
| <input type="checkbox"/> Expand eligibility | <input type="checkbox"/> Increase frequency |
| <input type="checkbox"/> Create more direct connections | <input type="checkbox"/> Other: _____ |

10. What is your age?

- 18 or younger
- 19-44
- 45-64
- 64 or older

11. How do you feel about the current mix of available transportation services?

- They are sufficient for me.
- I would add service:

I would remove service(s):

I would reallocate resources:

12. Describe any other transportation barriers or concerns you would like to share.

Thank you!



Encuesta Comunitaria Actualización del Plan de Transporte Coordinado Condado de Washoe

Esta encuesta es parte de los esfuerzos actuales de la Comisión de Transporte Regional del Condado de Washoe (RTC) para revisar y reescribir el Plan Coordinado de Transporte Público y Servicios Humanos. Esta corta encuesta le tomará menos de 5 minutos de su tiempo y los resultados serán importantes para hacer las mejoras en las opciones de la red de transporte disponible en el Condado de Washoe. ¡Gracias por anticipado por su participación!

1. ¿Dónde vive usted? Proporcione solamente su código postal _____

2. ¿Tiene usted vehículo personal que maneja regularmente?

Sí No

3. ¿Es usted...? (Seleccione los que apliquen o si no aplican, pase a la siguiente pregunta)

Persona con discapacidad Adulto mayor Veterano de la guerra

4. ¿Qué tipo de transporte utiliza usted regularmente? (Seleccione todos los que apliquen)

- | | |
|---|---|
| <input type="checkbox"/> RTC Ride (servicio de ruta fija) | <input type="checkbox"/> DHHS Condado de Washoe – Adulto mayor |
| <input type="checkbox"/> RTC Access (servicio para-tránsito) | <input type="checkbox"/> Servicio de Transporte para el Adulto mayor |
| <input type="checkbox"/> RTC FlexRIDE | <input type="checkbox"/> Transporte Patrocinado por Medicaid |
| <input type="checkbox"/> RTC Regional Connector | <input type="checkbox"/> Transporte proporcionado por el empleador o centro laboral |
| <input type="checkbox"/> RTC Washoe Senior Ride (Programa subsidiado de taxi) | <input type="checkbox"/> Taxi/Uber/Lyft |
| <input type="checkbox"/> Autobús Tribal Paiute del Lago Pirámide | <input type="checkbox"/> Transporte proporcionado por agencia de servicios humanos |
| <input type="checkbox"/> Transporte de Reno-Sparks Indian Colony | <input type="checkbox"/> Transporte proporcionado por su lugar de residencia |
| <input type="checkbox"/> Red de Acceso al Servicio de Salud | <input type="checkbox"/> Otro: _____ |
| <input type="checkbox"/> Centro Sanford para el Adulto Mayor Senior Outreach Services (SOS) | |
| <input type="checkbox"/> Seniors in Service (SIS) | |

5. ¿Cuál de los siguientes son los destinos o lugares que usted más comúnmente necesita visitar cuando tiene transporte disponible?

- | | |
|---|---|
| <input type="checkbox"/> Cita médica o dental | <input type="checkbox"/> Lugar social/recreativo |
| <input type="checkbox"/> Lugar de empleo | <input type="checkbox"/> Programa para adultos mayores o de la agencia de servicios humanos |
| <input type="checkbox"/> Escuela o centro educativo | <input type="checkbox"/> Otro: _____ |
| <input type="checkbox"/> Ir de compras/mandado/farmacia | |

6. ¿Qué días de la semana necesita usted transporte? (Seleccione todos los que apliquen)

Domingo Lunes Martes Miércoles Jueves Viernes Sábado

7. ¿A que hora del día necesita usted transporte? (Seleccione todos los que apliquen)

- | | |
|--|--|
| <input type="checkbox"/> de medianoche a 6:00 a.m. | <input type="checkbox"/> de 4:00 p.m. a 6:00 p.m. |
| <input type="checkbox"/> de 6:00 a.m. a 8:00 a.m. | <input type="checkbox"/> de 6:00 p.m. a 9:00 p.m. |
| <input type="checkbox"/> de 8:00 a.m. a mediodía | <input type="checkbox"/> de 9:00 p.m. a medianoche |
| <input type="checkbox"/> de mediodía a 4:00 p.m. | |

8. ¿Si usted no utiliza el servicio de transporte público, ¿por qué no? ¿Cuáles son las razones por las que no utiliza estos servicios? (Seleccione todos los que apliquen)

- | | |
|---|---|
| <input type="checkbox"/> Puedo conseguir viaje con amigos y/o con familiares | <input type="checkbox"/> transporte |
| <input type="checkbox"/> No sé cómo usar los servicios de autobús | <input type="checkbox"/> Los servicios con silla de ruedas no están disponibles cuando los necesito |
| <input type="checkbox"/> Me queda muy lejos caminar para tener acceso al servicio | <input type="checkbox"/> Me siento insegura utilizando los servicios de autobús |
| <input type="checkbox"/> Me sale muy caro | <input type="checkbox"/> No hay servicio a donde yo necesito ir |
| <input type="checkbox"/> No califico para los programas de | <input type="checkbox"/> Otro: _____ |

9. ¿Qué cambios se pueden hacer a sus opciones locales de transporte para que usted los pueda utilizar con más facilidad?

- | | |
|---|---|
| <input type="checkbox"/> Bajar el costo | <input type="checkbox"/> Proporcionar mejor información sobre servicios |
| <input type="checkbox"/> Aumentar las horas de servicio | <input type="checkbox"/> Proporcionar información en otros idiomas |
| <input type="checkbox"/> Aumentar los días de servicio | <input type="checkbox"/> Agrandar el área de servicio |
| <input type="checkbox"/> Ampliar la elegibilidad | <input type="checkbox"/> Aumentar la frecuencia |
| <input type="checkbox"/> Crear más conexiones directas | <input type="checkbox"/> Otro: _____ |

10. ¿Cuál es su edad?

Menor de 18 años 19 – 44 45 – 64 Mayor de 64 años

11. ¿Cómo se siente usted sobre los servicios disponibles de transporte?

- Son suficientes para mí.
- Yo agregaría servicios: _____
- Yo quitaría servicios: _____
- Yo cambiaría servicios: _____

12. ¿Describa alguna otra barrera o duda sobre el transporte que usted quisiera compartir.

¡Gracias!



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 12/20/2024

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: 12/20/2024

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: 12/20/2024

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.
