



LOCATION:

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

DATE Dec. 17, 2021
TIME 9:00 a.m.

In accordance with [Emergency Directive 45](#),
masks are required at this meeting

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY
BOARD MEETING AGENDA

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

II. This meeting will be televised live and replayed on RTC's YouTube channel at: bit.ly/RTCWashoeYouTube, and on the Washoe Channel at: www.washoecounty.us/mgrsoff/Communications/wctv-live.php

III. Members of the public in attendance at the meeting may provide public comment (limited to three minutes) after filling out a request to speak form at the meeting. Members of the public may also provide public comment by one of the following methods: (1) submitting comments via online Public Comment Form (www.rtcwashoe.com/about/contact/contact-form/); (2) emailing comments to: rtcpubliccomments@rtcwashoe.com; or (3) leaving a voicemail (limited to three minutes) at (775) 335-0018. Comments received prior to 4:00 p.m. on the day preceding the meeting will be entered into the record.

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

V. The supporting materials for the meeting will be available at www.rtcwashoe.com/meetings/. In addition, a member of the public may request supporting materials electronically from Denise Thompson at the following email address: dthompson@rtcwashoe.com.

1. CALL TO ORDER

- 1.1 Roll Call
- 1.2 Pledge of Allegiance
- 1.3 APWA NV Chapter POTY Award Presentation

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)

Minutes

- 4.1 Approve Minutes of the October 15, 2021, meeting (For Possible Action)

Reports

- 4.2 Acknowledge receipt of the monthly Planning Activity Report (For Possible Action)
- 4.3 Acknowledge receipt of the monthly Engineering Activity Report (For Possible Action)
- 4.4 Acknowledge receipt of the monthly Public Transportation/Operations Activity Report (For Possible Action)
- 4.5 Acknowledge receipt of the monthly Procurement Activity Report (For Possible Action)

- 4.6 Acknowledge receipt of the monthly Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees *(For Possible Action)*

Engineering Department

- 4.7 Approve Amendment No. 1 to the professional services agreement (PSA) with Kimley-Horn & Associates, Inc., for final design and an extension to the expiration date of the agreement related to the TE Spot 10 - South project in the amount of \$209,302, for a new not-to-exceed amount of \$753,873 *(For Possible Action)*
- 4.8 Approve a contract with Jacobs Engineering Group, Inc. (Jacobs), for environmental and engineering services for the Arlington Avenue Bridges Replacement Project, in an amount not-to-exceed \$3,217,581 *(For Possible Action)*
- 4.9 Authorize the procurement of a qualified list of consultants to provide civil engineering, design and construction management services for the Traffic Engineering Program and the Intelligent Transportation Systems (ITS) Program *(For Possible Action)*
- 4.10 Authorize the procurement of a qualified list of consultants to provide civil engineering, design, and construction management services for the Streets & Highways Program *(For Possible Action)*
- 4.11 Approve the proposed sale of one (1) remnant parcel acquired in connection with the Moana Lane Extension Project (Airway Drive) (APN 020-291-33) to an adjoining property owner and adopt a resolution required by NRS 277A.255(1) *(For Possible Action)*
- 4.12 Approve the proposed sale of one (1) remnant parcel acquired in connection with the Moana Lane Extension Project (Airway Drive) (APN 020-292-31) to an adjoining property owner and adopt a resolution required by NRS 277A.255(1) *(For Possible Action)*
- 4.13 Approve the proposed sale of one (1) remnant parcel acquired in connection with the Pyramid Highway/La Posada-Eagle Canyon Intersection Improvement Project (APN 089-460-25) to an adjoining property owner and adopt a resolution required by NRS 277A.255(1) *(For Possible Action)*
- 4.14 Approve a Regional Road Impact Fee (RRIF) Offset Agreement between the RTC, Reno Logistics Center and the City of Reno for the dedication of offset-eligible improvements to widen 2,720' segment of North Virginia Street to a four-lane roadway, install curb and gutter, and relocate/improve utilities in the area *(For Possible Action)*

Public Transportation/Operations Department

- 4.15 Approve the purchase of fifteen (15) compressed natural gas (CNG) fueled paratransit vehicles utilizing the State of Nevada Fleet Vehicles procurement contract number 99SWC-S490 in the amount of \$2,002,260.75 *(For Possible Action)*
- 4.16 Approve the purchase of two (2) 2022 Ford Transit vehicles utilizing the State of Nevada Fleet Vehicles procurement contract number 99SWC-S1495 in the amount of \$126,754 *(For Possible Action)*

Planning Department

- 4.17 Approve funding of all ranked and prioritized Transportation Alternatives (TA) Set-Aside applications as presented for Federal Fiscal Years (FFY) 2021 and 2022 in the amount of \$807,833 *(For Possible Action)*
- 4.18 Approve a Contract with CA Group, Inc., for consulting services on the Verdi Area Multimodal Transportation Study in an amount not-to-exceed \$97,150.00 *(For Possible Action)*

Executive, Administrative and Finance Departments

- 4.19 Award a five-year contract to Crowe LLP as Certified Auditor of Record for the Regional Transportation Commission *(For Possible Action)*
- 4.20 Receive Investment Committee report for the quarter ended September 30, 2021 *(For Possible Action)*
- 4.21 Acknowledge receipt of the Asset Donation Log for the third quarter of calendar year 2021 *(For Possible Action)*

5. DISCUSSION ITEMS AND PRESENTATIONS

- 5.1 Receive a report on the FY 2021 Annual Comprehensive Financial Report (ACFR) for the Regional Transportation Commission of Washoe County (RTC) and authorize staff to submit the document to the Nevada Department of Taxation *(For Possible Action)*
- 5.2 Approve the RTC federal priorities and provide direction accordingly *(For Possible Action)*
- 5.3 Approve the proposed new projects for the RTC's FY 2023 Program of Projects *(For Possible Action)*
- 5.4 Approve an Interlocal Cooperative Agreement with the City of Reno and Washoe County specifying responsibilities for delivering certain new projects in the RTC's FY 2023 Program of Projects *(For Possible Action)*
- 5.5 Approve an Interlocal Cooperative Agreement with the City of Sparks and Washoe County specifying responsibilities for delivering certain new projects in the RTC's FY 2023 Program of Projects *(For Possible Action)*
- 5.6 Receive a report on the FY 2022-2026 Transit Optimization Plan Strategies (TOPS) for discussion and possible direction *(For Possible Action)*

6. REPORTS *(Informational Only)*

- 6.1 Executive Director Report
- 6.2 Federal Report
- 6.3 NDOT Report

7. COMMISSIONER ANNOUNCEMENTS AND UPDATES

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

8. PUBLIC COMMENT

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

9. ADJOURNMENT *(For Possible Action)*

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:01 A.M.

October 15, 2021

PRESENT:

**Neoma Jardon, Reno City Council Member, Chair
Vaughn Hartung, Washoe County Commissioner
Oscar Delgado, Reno City Council Member
Bob Lucey, Washoe County Commissioner (Arrived 9:26)**

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

NOT PRESENT:

**Ed Lawson, Mayor of Sparks, Vice Chair
Kristina Swallow, Director of NDOT**

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

A request was made by a member of the audience to read into the record a Proclamation designating this date as Blind Americans Equality Day, 2021. Details of the proclamation may be found here:

[A Proclamation on Blind Americans Equality Day, 2021 | The White House](#)

Item 2 PUBLIC INPUT

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

Ms. Diana Mars (sp), local resident, expressed a complaint that ACCESS is taking too long to get her to her appointments.

Mr. Juan Martinez, local resident, said some of the ACCESS drivers do not escort non-sighted people to their destination when they get off the van and they also touch his wife's (seeing eye) dog as she's going down the stairs, which could result in an accident. Mr. Martinez said he's had his cane pulled by another passenger when he's getting off the bus which is very dangerous. Lastly, not all of the drivers wear their vests so it's not always easy to tell who is a driver.

Mrs. Dora Martinez, local resident, thanked the Board for removing Item 5.1 because it is more difficult to get to work and school with less buses available. She also believes that such low pay for ACCESS drivers is insulting and they deserve a living wage. She disagrees with moving ACCESS drivers to FlexRIDE as well.

Mr. Russel Radford, local resident, believes Keolis is being disingenuous to their employees and the union, and needs to negotiate in good faith.

Mr. Michael Humes, local resident, believes Keolis is not fulfilling their contractual obligations and is not negotiating in good faith. He would like Keolis to be fired.

Mr. John Gerhauser, Keolis coach operator, believes Keolis wants to take everything away that's been in the driver's union bargaining agreement for 40 years. He would also like a living wage and Keolis to be fired.

Mr. Earl Baynelsen, Keolis coach operator, believes Keolis has no regard for state and local regulations and are bringing ridiculous offers to the table and should be fired.

Mr. Tim Hanifan, local resident, wished to add his voice for change and the willingness of management to listen to the drivers' working conditions. He would like the Board to do something.

Ms. Chastity Lockridge, Keolis employee, believes Reno and RTC's reputations are being affected by this strike and the parked buses because of the lack of drivers and scheduling. She doesn't like what is happening with the bus service in Reno. She would like a plan of action to be brought from Phil Pumphrey.

Ms. Jessica Schneider, local business owner, wished to stand up for the working class and worries that passengers can't get to work or their medical appointments. She added that this is embarrassing for the City of Reno.

Mr. John Locke, Keolis coach operator, wants to get back to work driving passengers to where they need to go. He doesn't think that Keolis actually offered to continue their existing bargaining agreement and can't believe they want to cut domestic violence to 24 hours and take away active military.

Mr. Ronald Dalton, representing the VA Administration, wants to know why a foreign company is running things in our country. He said he's been counseling many people because of this strike and it needs to end in a peaceful way.

Mr. Sarafin Castillo, recent resident, said he is really impressed with the bus system here under normal circumstances and because of the leadership of the Board and management. He would like the strike to end before it deteriorates to the point too many people are suffering.

Ms. Blanca Tejeda, local RIDE passenger, had a representative speak for her, saying it's costing her \$20 per day for her daughter to get to and from work and she's walking in the dark and cold

when it's dangerous. She wants to see the Board to support the employees because they are needed to keep the city running. Ms. Tejada also spoke briefly in Spanish.

Ms. Amanda Nelson, local resident, would like to know how Keolis can pay less than beginner warehouse employees make, and why would new drivers want to stay? She would like the Board to step in and do something to keep the good, experienced drivers and says the new, inexperienced drivers are putting passengers in harm's way.

Ms. Debbie Calkins, representing Teamsters Union, Local 533, asked if RTC is accepting bid proposals submitted to the media, is staff reviewing those offers? She said that only when Keolis brings an offer to the mutually agreed upon formal negotiations arena will it be considered. She would like to see RTC have a contractor that cares about our community.

Mr. Dave Martin, Keolis coach operator, commented on the professionalism of the drivers (coach operators) and requested that RTC and Keolis get the contract done.

Mr. Chris Fuqua, Vice President of Teamsters Union, Local 533, believes the ADA community is being harmed because the ADA drivers, who are under a separate contract, are being taken out of their own service to cover some of the RIDE service. He would also like to see driver pay improved and keep what they already have. He does not believe Keolis is negotiating in good faith.

Mr. Michael Lansborough, Keolis coach operator, said he has seen complete degradation of the relation between RIDE drivers and Keolis management staff. He doesn't think Keolis cares about passengers or the public.

Mr. Carlos Elizondo, local resident, requested that RTC try to fix the issues between Keolis and the Teamsters Union, Local 533. He doesn't understand why RTC hired a French company. He added that RTC Customer Service doesn't start answering the phones until at least 8:30 a.m. instead of 8:00 a.m. when they open.

Ms. Athena Duffy, Keolis coach operator, stated that things are not well since Keolis came on board. She requested help from the RTC so the drivers can get back to work and serving the community.

Mr. Dwight J. Nelson, stated that there have always been issues between businesses and unions, but has never seen a company take it out on the customers to get what they want like Keolis has been doing. He would like to see driver pay be increase to meet the increase in costs in our region.

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

Item 3 APPROVAL OF AGENDA

RTC Executive Director (E.D.) Bill Thomas requested to pull Item 5.1 from the agenda.

On motion of Commissioner Delgado, seconded by Commissioner Hartung, which motion unanimously carried, Chair Jardon ordered that the agenda for this meeting be approved with Item 5.1 removed.

Items 4.1 thru 4.15 CONSENT ITEMS

Minutes

4.1 Approve Minutes of the September 17, 2021, meeting (*For Possible Action*)

Reports

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

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

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

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

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

Engineering Department

4.7 Approve a contract with Wood Rodgers, Inc., to provide design services and optional engineering during construction for the Holcomb Avenue Road Rehabilitation project in an amount not-to-exceed \$485,935 (*For Possible Action*)

4.8 Approve a contract with Lumos and Associates, Inc., to provide design services and engineering during construction for the 2022 Preventive Maintenance project in an amount not-to-exceed \$800,280 (*For Possible Action*)

4.9 Approve a contract with Lumos and Associates, Inc., to provide design services and engineering during construction for the 2022 Corrective Maintenance project in an amount not-to-exceed \$213,820 (*For Possible Action*)

4.10 Approve a contract with Eastern Sierra Engineering P.C., to provide design services and optional engineering during construction for the California Avenue project between Newlands Circle and Arlington Avenue in an amount not-to-exceed \$352,435 (*For Possible Action*)

4.11 Approve a contract with Westwood Professional Services, Inc., to provide design services and optional engineering during construction for the Traffic Signal Modification 22-01 project in an amount not-to-exceed \$276,984 (*For Possible Action*)

4.12 Approve a contract with Eastern Sierra Engineering, P.C., to provide design services and optional engineering during construction for the 4th Street Reconstruction project in an amount not-to-exceed \$512,535 (*For Possible Action*)

4.13 Approve an Interlocal Cooperative Agreement (ICA) with Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno (UNR) for a Post Construction Traffic Study of South Virginia Street within the Midtown Segment of the Virginia Street Bus RAPID Transit Project in the amount of \$49,775 (*For Possible Action*)

Public Transportation/Operations Department

- 4.14 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, enhanced police services, and other special services within the Reno Business Improvement District located in the vicinity of downtown Reno (For Possible Action)**

Executive, Administrative and Finance Departments

- 4.15 Approve modifications to RTC Personnel Rule 11.4 (Holidays – Fixed and Floating) (For Possible Action)**

On motion of Commissioner Lucey, seconded by Commissioner Delgado, which motion carried unanimously, Chair Jardon ordered that Consent Items 3.1 through 3.15 be approved.

Item 5 PUBLIC HEARING ITEMS – (Item Pulled From Agenda Under Item 3)

- 5.1 Conduct a public hearing on potential service changes to reduce service for RTC RIDE (Routes 9, 13, 16, 21 and 26), RTC ACCESS (service area and hours) and RTC FlexRIDE (service areas and hours), beginning on or after January 1, 2022, as may be necessary as a result of ongoing staffing shortages being experienced by RTC's primary transit contractors, Keolis Transit Services, LLC and MTM Transit, LLC; approve the service changes (For Possible Action)**
- a. Staff presentation**
 - b. Open public hearing**
 - c. Close public hearing**
 - d. Motion**

Items 6.1 thru 6.3 REPORTS (Informational Only)

6.1 RTC Executive Director Report

E. D. Thomas spoke on the following topics:

- 1. He gave congratulations to the following employees for their upcoming milestone service anniversaries.**
 - Maria Paz Fernandez, Engineer II with 5 years of service on November 14th
 - Jeff Wilbrecht, Engineer II with five years of service also on November 14th
 - Andrew Jayankura, Engineer II with five years of service on November 21st

He also welcomed a new employee to the RTC team, Andy Chao, Senior Accountant in the Finance Department, who started work with us this month.

2. RTC has filed its motion to intervene in the Nevada PUC proceedings related to the Economic Recovery Transportation Electrification Plan. The proceeding is related to Senate Bill 448 from the 2021 legislative session. RTC is now preparing testimony supporting the goals of the plan, and describing potential RTC uses of grant money set aside for transit electrification. The plan proposes to allocate \$6 million for transit electrification statewide. Future updates will be provided to the board as the plan progresses.
3. Daylight Saving Time ends on Sunday, November 7th. It will be dark earlier, and statistics show that 80% of pedestrian fatalities occur between dusk and dawn.

As part of the goals and mission of the Vision Zero Truckee Meadows task force to keep our community safe, Vision Zero will again join the statewide hash tag Dusk 2 Dawn NV campaign to remind communities to take extra precaution to bring the number of pedestrian fatalities in our region to zero.

A video highlighting pedestrian safety tips is available for viewing at www.VisionZeroTruckeeMeadows.com. This video is also being promoted through RTC social media platforms and by our regional partners.

A special reminder to everyone participating in traditional trick-or-treating this Halloween to use extra caution on local streets, watch out for kids and drive safe.

4. On Friday, November 5th, Stuff A Bus for Children in Care will be held in partnership with the Washoe County Human Services Agency (HSA) and Target to support foster and adopted children.

The Stuff A Bus for Children will be located at the Target store in Sparks located at 1550 East Lincoln Way from 2 pm to 6 pm. HSA is requesting donations of brand new warm weather items such as jackets, coats, gloves, socks, blankets, hooded sweatshirts and sweatpants, boots, and gift cards.

The donations will be distributed through the Family Engagement Center in Sparks, which is the main site for ongoing support to families throughout the winter months.

5. The December 17 RTC Board meeting will be held at the Sure Stay Plus Hotel located at 1981 Terminal Way. There will be a short board meeting starting at 9 am which will be immediately followed by the Board Retreat where no action will be taken.

6.2 RTC Federal Report

E.D. Thomas said that a written report was included in the agenda packet for this meeting, adding that on October 1st, the 30-day extension for the FAST Act was approved.

6.3 NDOT Director Report

NDOT Deputy Director Darin Tedford provided updates on safety statistics, the Sustainable Funding Study, the Infrastructure Investment and Jobs Act (IIJA), the Spaghetti Bowl Express Project status, and provided information on the upcoming winter maintenance and equipment that will be on the roads.

Item 7 COMMISSIONER ANNOUNCEMENTS AND UPDATES

Commissioner Hartung requested an explanation on how we are prohibited from involvement in Keolis/Teamster negotiations.

Commissioner Lucey requested to have Chair Jardon sit in as an observer/moderator during strike negotiations. He also requested to see details of the Keolis contract, including the number of drivers and their pay information.

Chair Jardon requested that regular roundtable meetings with the drivers should occur.

Commissioner Hartung asked if the Board could see the offers that have already been made on both sides of the negotiations. RTC Legal Counsel Adam Spears responded that the Board is not legally allowed to see any of the offers.

Commissioner Lucey said the RTC should convene an emergency meeting if needed.

Item 8 PUBLIC INPUT

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

Ms. Debbie Calkins, representing Teamsters Union, Local 533, welcomed any of the commissioner to attend as a moderator and an invitation will go out to Chair Jardon. She also mentioned that all the offers to date are posted on the Union's website for viewing.

Mr. Chip Evans, representing Indivisible Northern Nevada, considers Keolis, along with RTC's management of the transit system a failure. He believes Keolis is not meeting their contractual obligations and is not being a good employer.

Ms. Kandee Sebelius, first addressed Deputy Director Tedford, saying that the round-a-bout designs are ridiculous and putting buses with pedestrians is not safe. Also that signage on the freeways for tourists needs to be improved.

She then spoke as a Keolis coach operator, said that she is not proud to put her uniform on, be a resident of Reno or Washoe County. She would like to get back to work soon so she does not have to find another job.

Mr. Carlos Elizondo, spoke on how accidents have increased since marijuana was legalized. He also made additional comments that this transcriber was unable to decipher from the recording.

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

Item 9 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 10:39 a.m.

NEOMA JARDON, Chair
Regional Transportation Commission

DRAFT



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 4.2

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

RECOMMENDED ACTION

Acknowledge receipt of the monthly Planning Activity Report

PLANNING STUDIES

McCarran Boulevard Corridor Study

Data/traffic counts have been compiled, and the first project Technical Advisory Committee (TAC) meeting was held on December 10. A project website is currently being designed.

Mt. Rose Highway Corridor Study

RTC Planning and Engineering staff reviewed Nevada Department of Transportation (NDOT)/consulting team project recommendations. Information on this study is anticipated at the February Board meeting.

RTC Public Participation Plan Update

Staff has begun reviewing the existing Public Participation Plan (PPP) to identify sections for updating.

Verdi Area Multimodal Transportation Study

A Professional Services Agreement is ready for approval.

Electric and Alternative Fuel Vehicle Infrastructure and Advanced Mobility Plan

The draft report is currently being updated for review.

Automatic Road Feature Extraction from State-Owned Mobile LiDAR Data for Traffic Safety Analysis and Evaluation

Staff met with US DOT and will be presenting results of the Automatic Road Feature Extraction from LiDAR (ARFEL) tool to DOT in early 2022.

Bicycle and Pedestrian Planning

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

- The data collection counts for active transportation modes occur biannually. This project is currently on schedule. September counts were completed and the consultant is working on the analyzing the data. Written reports on the data will follow.
- Five Transportation Alternatives (TA) Set-Aside applications were submitted requesting funding for FFY2021 & FFY2022 and were presented to the CMAC and TAC on December 1st and 2nd. The RTC Board will have an opportunity to vote to approve funding the applications during the December Board meeting.

Vision Zero Truckee Meadows (VZTM)

- The next Vision Zero Truckee Meadows Task Force meeting is tentatively scheduled for December 20, 2021 at 9:00am.
- Between January 1, 2021, and October 31, 2021, seven pedestrians and one bicyclist were killed in Washoe County. During this same time period in 2020, there were 11 pedestrian and no bicycle fatalities in Washoe County. Based on this, Washoe County has 36.36% less pedestrian fatalities in 2021 compared to the same time period in 2020.

Development Review

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

- Washoe County – 0
- City of Reno – 10
- City of Sparks – 2

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

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

RTC staff conducted the following outreach activities from November 7 – December 17:

November 7	APTA Expo Committee Panel - APTA Zero Emissions Fleet Committee meeting
November 17	College of Engineering class CEE 460 Construction Management at UNR - RTC overview and project updates
December 1	RTC Citizens Multimodal Advisory Committee (CMAC) Meeting
December 1	Spanish Springs Citizen Advisory Board Pyramid Highway Phase 1
December 2	RTC Technical Advisory Committee (TAC) Meeting
December 9	Stuff A Bus Holiday Food Drive for Food Bank of Northern Nevada

Media Relations & Social Media

The RTC issued 6 news releases and received 24 media inquiries regarding the strike, transit options for people in need, the Oddie Wells Project, administrative office closures on Thanksgiving and Family Day, transportation options during the strike, the Arlington Bridges Project and new grant funding allocation, administrative office closures for Veterans Day, and more.

Social media was used to promote and provide information about the strike and RTC's contingency transit plan, the RTC board meeting, the Oddie Wells Project, administrative office closures on Thanksgiving and Family Day, transportation options during the strike, the Arlington Bridges Project and new grant funding allocation, administrative office closures for Veterans Day, and more.

Social media metrics for the month of November: 63,983 impressions on Facebook, Twitter, YouTube, and Instagram.

Informational Materials and Video Production

Four topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included pedestrian safety with the time change, the Lemmon Drive Diverging Diamond Interchange, NDOT's Pyramid Highway public meeting, and the Stuff A Bus Holiday food drive.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 4.3

From: Brian Stewart, P.E., Director of Engineering

RECOMMENDED ACTION

Acknowledge receipt of the monthly Engineering Activity Report.

BACKGROUND AND DISCUSSION

BICYCLE AND PEDESTRIAN IMPROVEMENTS

Bus Stop Improvement and Connectivity Program	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/bus-stop-improvement-connectivity-program/
<i>Status: Phase 3 of the program is in final design.</i>	

Center Street Multimodal Improvements	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/center-street-multimodal-improvements-project/
<i>Status: Thirty percent (30%) design plans are complete. Additional traffic analysis of the downtown road network is occurring prior to proceeding with final design.</i>	

Mill Street Complete Street - Terminal Way to McCarran Boulevard	
Scott Gibson, Project Manager	https://www.rtcwashoe.com/engineering-project/mill-street-complete-street/
<i>Status: Bids were opened November 16, 2021, and Spanish Springs Construction provided the lowest bid. Construction will start during the winter months and is expected to be complete before July 2022.</i>	

CAPACITY/CONGESTION RELIEF PROJECTS

Golden Valley Road / Beckwourth Drive Traffic Signal	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/golden-valley-beckwourth-traffic-signal/
<i>Status: The bid opening is scheduled for December 8, 2021.</i>	

North Valleys Package 3B	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/north-valleys-improvements-project/
<i>Status: Construction on the project was complete in November.</i>	

Sparks Boulevard	
Jeff Wilbrecht, Project Manager	SparksBLVDproject.com .
<i>Status: During the last reporting period, the final design of the south segment (phase 1) of the project was under review by RTC and partner agencies. Work activities also included acquisition of easements that will be necessary for this phase. This phase is on track for construction in spring 2022. Work during the last reporting period also included preparation of of technical reports and documents associated with Environmental Assessment for the north segment (phase 2) of the project.</i>	

Steamboat Parkway Improvement	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/
<i>Status: The project team is developing 50% design plans. Construction is anticipated to start by the summer of 2022.</i>	

Traffic Signal Timing 6	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-6-project/
<i>Status: Optimization and timing on Pyramid Highway and new timing on SE McCarran Boulevard is ongoing.</i>	

Traffic Engineering (TE) Spot 10 – Fuel Tax	
Sara Going, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-fuel-tax/
<i>Status: Construction of the project is underway. The contractor is currently installing conduit and sign posts for new Rectangular Rapid Flashing Beacons (RRFBs) at pedestrian crossings.</i>	

Traffic Engineering (TE) Spot 10 – North	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-north-2/
<i>Status: The new signal configuration at Battle Born Way and Victorian Ways is operational.</i>	

Traffic Engineering (TE) Spot 10 – South	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-south-2/
<i>Status: Offers for required property rights have been made and the project is on schedule.</i>	

Traffic Management – ITS Phase 3	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/its-traffic-management-phase-3/
<i>Status: The project is substantially complete.</i>	

Traffic Management – ITS Phase 4	
Blaine Petersen, Project Manager	
<i>Status: Final design is underway and advertisement for construction is scheduled for January 2022</i>	

Traffic Signal Installations 22-01	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-22-01/
<i>Status: Fifty percent (50%) plans have been submitted to local jurisdiction and are under review.</i>	

CORRIDOR IMPROVEMENT PROJECTS

Arlington Avenue Bridges	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/
<i>Status: Contract negotiations with Jacobs Engineering Group, Inc. are complete with an award pending Board approval. The final scope of services for the project provides a detailed roadmap to achieve meeting an accelerated construction schedule. RTC received a \$7 million RAISE Grant from an application submitted back in July. Funding will help pay for the construction of the bridges which is anticipated to begin in 2024.</i>	

Lemmon Drive	
Judy Tortelli, Segment 1 Project Manager Dale Keller, Segment 2 Project Manager	Segment 1 - https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/ Segment 2 - https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/
<i>Status: Segment 1 - Q&D Construction (Q&D) completed paving the outside lanes of the widening from Sky Vista Parkway to Military Road. Switching traffic to the outside lanes provided an additional southbound lane two weeks ahead of schedule. The shared use path was paved; sidewalk, street lighting, and storm drainage improvements are ongoing. Education outreach on “How to Drive a DDI” has begun. Q&D removed concrete and began excavation for wall construction under the US 395 freeway. The construction team continues finalizing phasing discussions for the interchange improvements at Lemmon Drive and US 395.</i>	
<i>Segment 2 - The project team continues the Level 2 screening process of the top three (3) alternatives for the Segment 2 phase of the project and is engaging with stakeholders.</i>	

Mill Street Widening (Kietzke Lane to Terminal Way)	
Roy Flores, Project Manager	
<i>Status: The Traffic Analysis final report by Headway Transportation LLC has been received. Scope/fee negotiations have begun with Jacobs Engineering Group, Inc., (from RTC’s on-call engineering design list) for the final design.</i>	

Oddie Boulevard / Wells Avenue Improvement	
Maria Paz Fernandez, Project Manager	http://oddiewellsproject.com/
<i>Status: Construction started at the end of November. Items of work include underground utility work within the limits of Phase 1 (Pyramid Way to Sullivan Lane in Sparks) and Phase 2 (Sullivan Lane in Sparks to Silverada Boulevard in Reno). Overall construction, including the remaining phases, is anticipated to occur over three (3) construction seasons and be complete by the third quarter of 2024.</i>	

Sky Vista Parkway Widening Rehabilitation	
Blaine Petersen, Project Manager	https://www.rtcwashoe.com/engineering-project/sky-vista-widening-rehabilitation-project/
<i>Status: Right of way activities continue for necessary construction easements. Advertisement is anticipated in spring 2022.</i>	

Truckee River Shared Use Path	
Jeff Wilbrecht, Project Manager	https://www.rtcwashoe.com/engineering-project/truckee-river-shared-use-path-project/
<i>Status: Coordination efforts this month included ongoing coordination to acquire necessary right of way, coordination of the project with the Reno Sparks Indian Colony, and coordination of final design and construction efforts with NDOT and the SBX project.</i>	

PAVEMENT PRESERVATION PROJECTS

2021 Preventive Maintenance	
Scott Gibson, Project Manager	
<i>Status: The project is complete except for utility raising activities. This work has been delayed due to short lead concrete availability, but it is now underway.</i>	

4th Street Reconstruction	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/
<i>Status: Eastern Sierra Engineering continues topographic survey and geotechnical field investigations. Requests for utility information from local agencies has been completed.</i>	

Arrowcreek Parkway Rehabilitation	
Roy Flores, Project Manager	https://www.rtcwashoe.com/engineering-project/arrowcreek-pkwy-rubblestone-to-virginia/
<i>Status: The consultant has completed investigation of existing conditions and has begun the utility coordination process.</i>	

Kings Row Rehabilitation – Phase 1	
Jeff Wilbrecht, Project Manager	https://www.rtcwashoe.com/engineering-project/kings-row-rehabilitation-project-details/
<i>Status: The project is complete.</i>	

Kings Row Rehabilitation – Phase 2	
Jeff Wilbrecht, Project Manager	https://www.rtcwashoe.com/engineering-project/kings-row-rehabilitation-project-phase-2/
<i>Status: The design consultant, Lumos and Associates, Inc., have completed the final design plans. Work is underway to prepare bid documents construction in early spring 2022.</i>	

Peckham Lane Rehabilitation	
Andrew Jayankura, Project Manager	https://www.rtcwashoe.com/engineering-project/peckham-lane/
<i>Status: Design is advancing towards final design to bid the project in April 2022.</i>	

Reno Consolidated 20-01 – Mayberry Drive, California Avenue, and First Street	
Judy Tortelli, Project Manager	https://www.rtcwashoe.com/engineering-project/reno-consolidated-20-01-mayberry-drive-california-avenue-first-street/
<i>Status: The project will be advertised for construction in January.</i>	

Reno Consolidated 22-01 – Sky Valley Drive and Sky Mountain Drive	
Roy Flores, Project Manager	https://www.rtcwashoe.com/engineering-project/reno-consolidated-22-01-sky-valley-sky-mountain/
<i>Status: Granite Construction Company provided the lowest bid for the project construction and will be starting the project in Spring.</i>	

Reno Consolidated 23-01 – Sutro Street and Enterprise Road	
Maria Paz Fernandez, Project Manager	https://www.rtcwashoe.com/engineering-project/reno-consolidated-23-01-sutro-enterprise/
<i>Status: Preliminary design is expected by the third quarter of 2022. Construction is tentatively scheduled for spring 2023.</i>	

OTHER PROJECTS

4th Street Station Expansion	
Jeff Wilbrecht, Project Manager	https://www.rtcwashoe.com/engineering-project/4th-street-station-expansion/
<i>Status: Discussions and negotiations with the highest ranked firm identified from the Request for Proposals is underway to set up a professional services agreement.</i>	

Peppermill BRT Station	
Jeff Wilbrecht, Project Manager	
<i>Status: The design consultant, Kimley-Horn Associates, Inc., is working on preliminary design.</i>	

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
Bus Stop Improvement and Connectivity Program	Crisp Family Investments LLC and Pilgrim Enterprises, LP	\$1,000.00	\$0
Bus Stop Improvement and Connectivity Program	Yorkshire Manor No. 2 Association	\$1,000.00	\$0
Kings Row Rehabilitation - Phase 2	The Middaugh Family Trust	\$1,000.00	\$0

CONTRACTS UP TO \$100,000

Johnson Perkins Griffin, LLC, in the not-to-exceed amount of \$21,500 for the appraisal of six parcels associated with the Sparks Boulevard Capacity Improvement Project.

Paragon Partners Ltd., in the not-to-exceed amount of \$31,410 for the right of way activities for six parcels associated with the Sparks Boulevard Capacity Improvement Project.

Johnson Perkins Griffin, LLC, in the not-to-exceed amount of \$10,000 for the appraisal of parcels associated with the Peckham Lane Rehabilitation Project.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 4.4

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

Acknowledge receipt of the monthly Public Transportation and Operations Report.

BACKGROUND AND DISCUSSION

Highlights

Third Transit Strike Ends, Transit Service Resumed on Saturday, December 4 – A third strike called by Teamsters Local Union 533 on November 9 ended by a vote of the membership on Thursday, December 2, 2021. Keolis and the Teamsters reached agreement on all articles of negotiation and RTC does not anticipate any additional future strikes. Limited RTC RIDE fixed-route service was provided free from October 19 through December 5. Regular transit fares resumed on Monday, December 6, 2021.

RTC Seeks Community Feedback on the Future of RTC's Post-Strike Transit Services - RTC is seeking community input on the future of transit in the community as part of the 2022-2026 Transit Optimization Plan Strategies, or TOPS update. The community's transit needs have changed over the past few years, including more people working from home and spending fewer days in the office, business downsizing, and reduced events and gatherings, leading to fewer people commuting on RTC's fixed-route transit system. In response to these changes, TOPS will look at all facets of RTC's transit system and connections to other services in our region and make recommendations for how to optimize and improve RTC's transit services. The goal of TOPS is to improve mobility and enhance quality of life in the Washoe County metropolitan area. TOPS will recommend strategies for:

- Providing a reliable system based on demand and workforce availability;
- Retaining current transit riders and attracting new ones;
- Improving customer service;
- Leveraging and simplifying technology; and
- Assuring RTC's operations are financially sustainable

The community is encouraged to take a short survey to allow the RTC to gather input about the future of transit service in our community. The survey is available through December 31 at: <https://forms.office.com/r/pHh7sWKb00>. People who complete the survey and provide their contact information will receive a free 7-day pass through Token Transit.

New Flyer Bus Plant Inspection – RTC Facilities and Fleet Manager, David Carr and Keolis' Maintenance Manager, Michael Bradshaw traveled to the New Flyer bus manufacturing facilities in Aniston, Alabama in October to inspect the first unit production model of the RTC twelve bus build for FY 2022. The buses are inspected by our onsite contractor TRC as they move through the assembly process. The first unit inspection is done by RTC and Keolis as required by our contracts. The first unit inspection was completed and the inspection found only a few minor flaws which are being corrected at the factory to save time and money on any repairs or alterations that would otherwise be needed in the field. These buses are the same model as our FY 2020 bus build and are low emission, electric / diesel hybrid buses. These buses appear to be of exceptional quality and are expected to begin arriving early December.



RTC RIDE Key Highlights – November

- Keolis held union negotiations on Nov. 1 and Nov. 3.
- Union Ratification Vote on Nov. 8 and Union strike on Nov. 9
- Philip Pumphrey, Michael Bradshaw and Luis Baglin attended the APTA Expo in Orlando, Florida.
- Participated in Stuff-A-Bus event for Kids on November 5.
- Keolis assisted Wooster High School with their school Field Trip.
- Six new drivers obtained their CDLs and are now operating coaches.
- We have two new drivers currently in training.
- Safety and Training Manager and two MODs attended Accident Investigation training.
- Safety and Training Manger completed Video Manager and Drive Cam training.
- One passenger involved incident (fall while exiting the coach) and one preventable driver incident.
- I.T. is working on installing two security cameras with NVR for the drivers' room and dispatch.
- Keolis has begun development of a locally hosted .Net web portal. Initial functionality set to include incident reporting, attendance point tracking, FMLA tracking and missed trip tracking.
- HR/Recruiting is still aggressively hiring quality candidates, in the face of our current ongoing operational challenges.
- Keolis Transit America Reno is still campaigning for vaccine awareness across the region.

- Keolis is actively looking at all avenues to have the ability to test on location and to have vaccines available if needed onsite for its employees who would like to the opportunity to get their shots.
- Operations staffing:
 - Class of 2 Operators started on 11/29 – 8 expected.
- Eight resignations – 7 Operators/1 MOD
- Maintenance staffing:
 - Electronics tech hired;
 - EV tech in process to be hired;
 - A-tech in process
 - Open positions: 2 C-techs; 1 B-tech; 1A-tech
- The Maintenance shop floor is in the process of being resealed and looks great!
- Keolis held a Veteran’s Day food drive and collected four (4) large boxes of non-perishable food items that were donated to the Northern Nevada Food Bank.



- Keolis enjoyed a holiday luncheon on November 22 with all of its employees who were working. Management handed out Butterball gift certificates and Walmart gift cards to the staff, along with a great big “Thank you” for working so hard during the labor stoppage.

- Keolis partnered with RTC in handing out giant pumpkin pies to the staff to enjoy with their families on Thanksgiving.



RTC ACCESS Key Highlights – November

Safety

- November Safety Blitz – “Show us Your Safety”
 - MTM offered \$100 in prizes to employees who logged into iDrive reminding staff to avoid accidents by using LLLC (Leave room /Always stay back four seconds or more!
* Look ahead * Look around * Communicate)
- November safety meeting topic: Inclement weather driving

Operations

- Providing twice a day operational updates (on-time performance, excessive on-boarding times and potential missed trips) to RTC
- Advising clients of potential trip delays when calling into Reservations and asking them to advise when alternative transportation is found.
- Advising clients of alternate transportation options including Medicaid trips through MTM, and other local providers, the Washoe Senior Ride (Taxi Bucks) program, the RTC Washoe Uber Ride and N4 Connect/Lyft rides program.
- Scheduled an on-site hiring event on December 6
- Increased the Operator sign-on bonus from \$1500 to \$3000
- Increased the referral bonus from \$500 to \$1000
- November labor update: 5 drivers hired/only 2 showed for class.

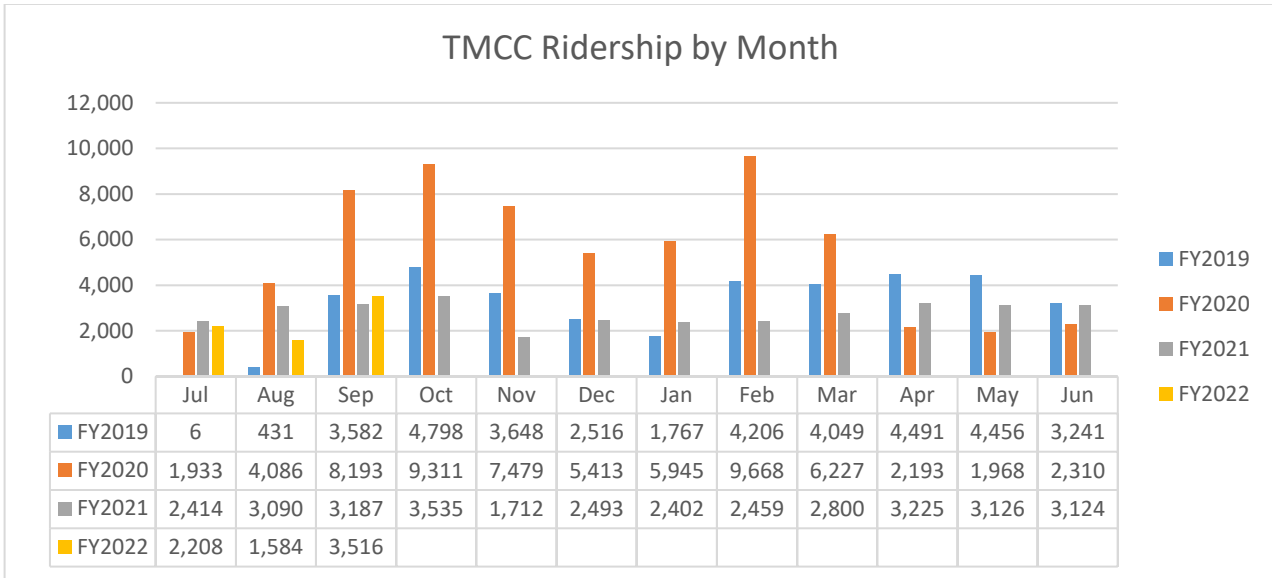


Employee Appreciation

MTM issued Butterball gift checks to every MTM employee for Thanksgiving
RTC “thank you for your service” bundt cakes distributed to all MTM staff on November 22.

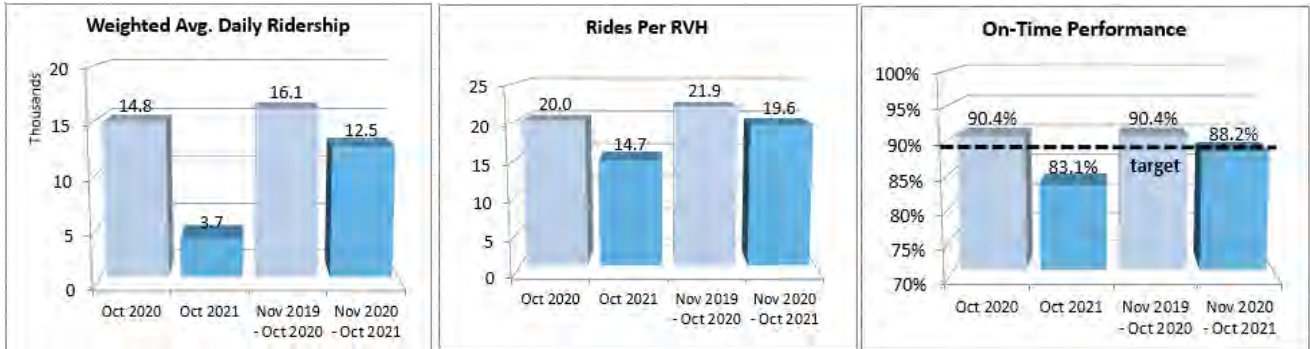
TRANSIT DEMAND MANAGEMENT (TDM) Update

- Vanpools increased to 285 from 279. For the NDOT FY21, the program reduced 424,308 vehicle trips from being driven and reduced 15,444,878 vehicle miles from being driven.
- On October 12 and the 26, staff manned a table on campus at UNR talking with and handing out information to students about the Ed Pass Program. Staff will continue this effort through the end of the fall semester.

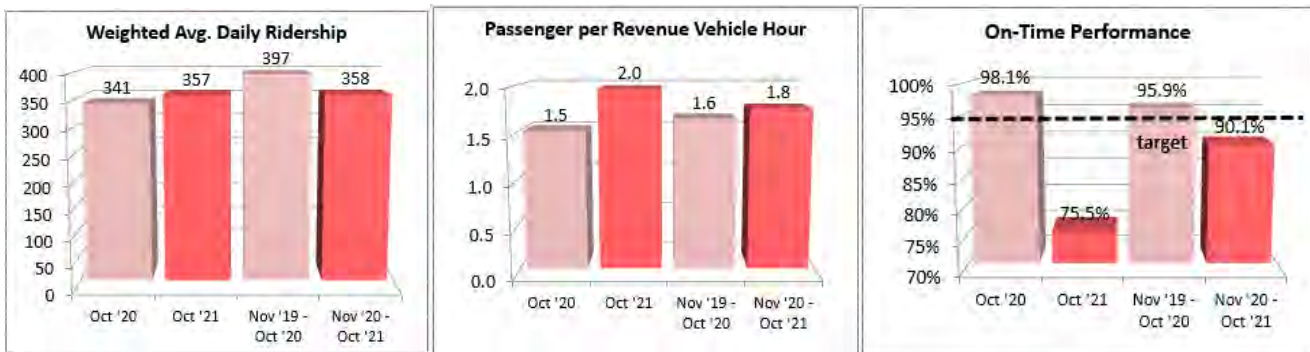


OCTOBER 2021 TRANSIT PERFORMANCE

RTC RIDE



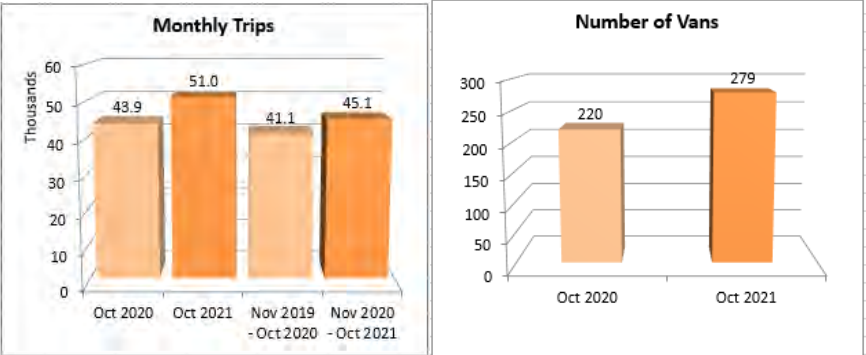
RTC ACCESS



TART

October TART data unavailable.

RTC VANPOOL





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 4.5

From: Procurement Activity Report
Through: Stephanie Haddock, Finance Director/CFO

RECOMMENDATION

Acknowledge receipt of the monthly Procurement Activity Report.

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
Mill Street Complete Streets	November 16, 2021
Golden Valley/Beckwourth Traffic Signal	December 8, 2021

<u>Request for Proposals (RFP)</u>	
Project	Due Date
Traffic Engineering and ITS Qualified List RFP	January 27, 2022

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
Reno Consolidated 22-01	Granite Construction	November 15, 2021	\$3,043,043
Mill Street Complete Street	Spanish Springs Construction	December 1, 2021	\$4,291,444

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
TE Spot 10 – South Project	Union Pacific Railroad	\$25,000

Project	Contractor	Contract Amount
Finance Director Recruitment	CPS HR Consulting	\$25,000
Strategic Strike Consulting	Tom Hock	\$50,000
LCP Tracker Consulting	Trifox, LLC	\$54,869
Specialized Legal Services	Holland & Hart	\$49,500
Crisis Communications	KPS 3	\$30,000
Board Retreat Facilitator	OnStrategy	\$27,000

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

Project	Contractor	Approval Date	Change Order Number	Change Order Amount	Revised Total Contract Amount
GovDelivery Account	Granicus	9/27/2021	Amend. 1	\$20,200	\$58,059
Lemmon Drive	Q&D Construction	10/11/2021	CO 2	\$136,136	\$17,759,816
TE Spot 10 North	SNC	11/29/2021	CO 1	\$11,300	\$783,307



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 4.6

From: Dan Doenges, PTP, RSP
Director of Planning

Mark Maloney
Director of Public Transportation

Brian Stewart, P.E.
Engineering Director

Through: Bill Thomas, AICP
Executive Director

RECOMMENDED ACTION

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

BACKGROUND AND DISCUSSION

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

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

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

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

Citizens Multimodal Advisory Committee (CMAC)

The CMAC met on December 1, and received a report on the Transportation Alternatives (TA) Set-Aside applications submitted for Federal Fiscal Years (FFY) 2021 and 2022 and recommend funding all applications in the amount of \$807,833. The CMAC also elected a new Vice-Chair to fill a vacancy for this position.

Technical Advisory Committee (TAC)

The TAC met on December 2, and received a report on the TA Set-Aside applications submitted for FFY 2021 and 2022 and recommend funding all applications in the amount of \$807,833.

Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

The RRIF TAC did not meet in November.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 4.7

From: Brian Stewart, P.E., Director of Engineering

RECOMMENDED ACTION

Approve Amendment No. 1 to the professional services agreement (PSA) with Kimley-Horn & Associates, Inc., for final design and an extension to the expiration date of the agreement related to the TE Spot 10 - South project in the amount of \$209,302, for a new not-to-exceed amount of \$753,873.

BACKGROUND AND DISCUSSION

As the design approaches the final stages, it was determined additional design elements for the roundabout at 4th Street at Woodland Avenue and the improvements at South Virginia and Kietzke Lane are needed.

As the design proceeded under the original PSA, new requirements became necessary to accommodate the aesthetic components for the large retaining wall on the north side of the roundabout, additional utility coordination, new coordination with Union Pacific Railroad (UPRR), and traffic queuing complexity. Construction staging of the project also became more complicated ensuring access to homes and businesses on Woodland Avenue during construction of the project.

It has been determined that more working days will be required than originally anticipated to accommodate the construction of the retaining walls and intersection lighting requirements. Therefore, the total number of working days increase by 10 days requiring more inspection and testing.

This amendment would increase the PSA by \$209,302 for a new total not-to-exceed amount of \$753,873. The fee schedule and modified scope of services associated with this amendment are included as part of Attachment A.

FISCAL IMPACT

Appropriations are included in the FY 2022 Capital Budget.

PREVIOUS BOARD ACTION

June 19, 2020	Approved the Professional Services Agreement (PSA) with Kimley-Horn and Associates, Inc. for design and optional Engineering During Construction (EDC)
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ATTACHMENT

A. Professional Services Agreement Amendment No. 1 with Exhibits

AMENDMENT NO. 1

The Regional Transportation Commission of Washoe County (“RTC”) and Kimley-Horn and Associates, Inc. (“Consultant”) entered into an agreement dated June 19, 2020 (the “Agreement”). This Amendment No. 1 is dated and effective as of November 22, 2021.

RECITALS

WHEREAS, the parties have determined that there is a need to amend the Agreement to add additional funding for Engineering During construction (EDC) services due to an increase in in size of the scope for the project; and original term of the Agreement was through June 30, 2022; and

WHEREAS, the parties have determined that there is a need to amend the Agreement in order for the CONSULTANT to provide \$209,302.00 of additional engineering during construction and design support services.

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

1. Section 1.1 shall be replaced in its entirety with the following:

The term of this Agreement shall be from the date first written and shall end when all work is substantially completed, or June 30, 2023 at the latest.

2. Section 3.2 of the contract will be replaced in its entirety with:

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 no-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 and Building Services (Tasks A-G)	\$381,857
EDC Services (Task H)	\$198,663
Optional Services (Task I)	\$44,572
Design Contingency (Task J)	\$46,000
Design Support Services (Task K)	\$82,781
<hr/> Total Not-to-Exceed Amount	<hr/> \$753,873

3. Exhibit A is replaced in its entirety with the version of Exhibit A attached hereto.
4. Exhibit B is replaced in its entirety with the version of Exhibit B attached hereto.

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Brian Smalkoski, Vice President

SAMPLE

EXHIBIT A

SCOPE OF SERVICES FOR THE TE SPOT 10 – SOUTH PROJECT

This scope of services includes design and construction support of the Traffic Engineering (TE) Spot 10 – South Project. The projects lies within Reno and Washoe County. One site is within NDOT jurisdiction as indicated in the table below. Procurement and installation of actual infrastructure will be provided by the selected contractor after the bid has been awarded for the bidding documents provided by the CONSULTANT.

The extent of design work includes the improvement objectives at the following locations:

#	Main Street	Side Street	Improvement Objective
1	4 th St*	Mesa Park Rd/Woodland Ave	Roundabout design based on intersection control evaluation (ICE) completed 3/5/2020. Services include roadway design, survey, right of way acquisition support, geotechnical evaluation, retaining wall design, lighting, utility adjustments, landscaping
2	Damonte Ranch Pkwy	Steamboat Pkwy	Provide a traffic evaluation and recommendation on adding a westbound third right turn lane by restriping, median modification and signal modification
3	Vassar St	Virginia St	New traffic cabinet upgrade with battery backup and Grid Smart camera.
4	Virginia St	Kietzke Ln	Extend southbound left turn pocket and median improvements from Kietzke Ln to Redfield Pkwy.

* Work will necessitate NDOT coordination and one (1) NDOT Encroachment Permit for SR 647 (4th Street) for intersection improvements to be built within NDOT right of way.

Some assumptions regarding the design of the roundabout at 4th Street and Mesa Park Rd/Woodland Ave. (Site #1) for which the scope and fee were based:

- Pedestrian facilities are not present in the existing condition and will not be upgraded as part of the project (including crosswalks, pedestrian lighting, and sidewalks.)
- Structural section will be asphalt pavement
- Driveways within the vicinity of the project will remain as is unless directly affected by the construction of the roundabout.
- Existing drainage will be perpetuated and therefore a drainage study will not be required.

A. Preliminary and General Items (Project Management):

1. Coordination with RTC project manager and staff will be ongoing throughout the project. Project management and coordination meetings or conference calls will be held with the RTC and other parties as appropriate. CONSULTANT will coordinate kick-off meeting and hold progress meetings during course of project monthly. **An additional six (6) months**

of project manager coordination and services has been added the project management task to work through added design complexity due to requirements of stakeholders including NDOT and UPRR.

2. Coordination meetings with the City of Reno, Washoe County, and NDOT. CONSULTANT will conduct up to four (4) in-person one-on-one agency meetings, outside of meetings included in other tasks, in order to confirm existing conditions, needs, and coordinate design to complete project design objectives. The RTC Project Manager will determine appropriate contact personnel at each agency to be met with. Meeting notes will be developed and provided as a summary of discussions.
3. No environmental services are anticipated or included in this project.

B. Data Collection, Analysis, and Design

1. Investigate Existing Conditions and Field Inventory:
 - a. CONSULTANT will conduct a field review with City of Reno, Washoe County, RTC, and NDOT to evaluate existing field conditions. (Site #1 covered under Roundabout services)
 - b. CONSULTANT will evaluate existing traffic signal equipment at locations identified herein.
 - c. CONSULTANT will not evaluate existing pedestrian ramps for general compliance with current ADA standards. If the ramps are in conflict with proposed improvements evaluation of ramps will be considered an additional service.
2. Survey and Mapping for Site #1 - 4th St Mesa Park Rd/Woodland Ave (Full Survey)
 - a. Project site will be surveyed to locate right of way limits and improvements that exist in the site area. Coordinate system shall be NAD83/94 State Plane with ground in the appropriate zone. Controls will be obtained from the NDOT Location Information System (LOIS) (<https://gis.nevadadot.com/lois>).
 - b. Survey Control and Mapping. Field surveys and office support to provide primary survey control for aerial mapping, topographic surveys, right of way surveys and future construction of project. Field surveys and office support to provide aerial mapping services to include color ortho and 3-D Digital Surface Model (DSM). Digital topographic mapping at a mapping scale of 1 inch = 20 feet and color ortho photos.
 - a. Boundary Survey. Provide field reconnaissance to determine location of monuments, control ties or other physical features or evidence that may affect the boundary of the Project. Conduct field measurements necessary to relate the position of physical evidence pertinent to the boundaries of the Project and make computations to verify the correctness of field data acquired. Establish the points and lines necessary to define the boundary of the Project. For this survey, we will

NOT set parcel corners or file a Record of Survey, the boundary information will be used and placed on the topographic map. Surveyor shall research record documents including deeds/maps, and NDOT right of way maps, perform field surveys for corner ties, right of way monumentation and sectional corners, resolve boundary and right of way, prepare hard network map showing existing right of way and adjoining properties.

- c. Design Survey. The surveys will include cross-sections at approximately 75 foot intervals, centerline spot elevations, existing striping, edge of pavement, curb/gutter, flow line, hinge points; location, invert and rim elevations of all sewer and storm drain manholes and cross-manholes, culverts, location, rim and top of valve nut elevations for all water and gas valves, boxes/vaults, location, invert and rim elevations of storm drain inlets/catch basins; utility poles/anchors, fences and USA markings. Provide third party utility (USA) markings. 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 benchmarks and obtained from the NDOT Location Information System (LOIS) (<https://gis.nevadadot.com/lois>).
 - b. Prepare legal descriptions, research title reports and other information needed for RTC to obtain easements or acquisition of right of way. Two (2) title reports and two (2) legal descriptions are included in the scope.
3. Survey and Mapping for site #s 2, 3, & 4
 - a. Aerial Mapping: Aerial photography for these sites will be procured from NearMap or Washoe County aerials provided by the Washoe County GIS Department.
 - b. Center lines will be developed off of existing features.
 - c. CONSULTANT will evaluate right of way needs based on County GIS data and where new equipment is to be installed.
 - d. Boundary Survey: Survey boundary services will not be done for these sites as work is limited to existing infrastructure within roadways.
 - e. Supplemental Design Survey (Optional): Supplemental Survey is not anticipated to be required for these project sites. Where required it will be considered an additional service.
 6. 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. Deliverables will include: Depiction of subsurface utilities on plan sheets developed under design. 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.”

7. Utility coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to insure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, and investigate conflict resolution strategies.
 - a. Significant coordination will be required with NV Energy at Site #1 due to power poles that potentially need to be relocated and modification to the service at this site. This scope includes coordination for relocation of one (1) power pole.
 - b. Other utilities noted that will need to be considered in the design for vertical adjustments and conflicts are: water, sewer, & communication lines.
8. **Added Utility coordination:**
 - a. **In addition, the NV Energy pole that is being relocated has AT&T and Charter Communication infrastructure as well, which needs to be relocated. The CONSULTANT will facilitate the coordination of these relocations with NV Energy.**
 - b. **NV Energy is also evaluating the adjustment of a gas main as part of the project. CONSULTANT will facilitate and coordinate these adjustments.**
9. Utility Pothole Exploration: Should insufficient information be available from existing records to determine whether conflicts between the proposed work and existing utilities will occur, the CONSULTANT will not pothole locations to make such a determination. This will be an additional service if required. Subsurface utility investigations were provided as part of the Contingency Authorization to design around potential utility conflicts with the soil nail wall.
10. Geotechnical Evaluation: The project site #1 requires grading into steep slopes, a retaining wall, expansion into unpaved areas, and geotechnical due diligence documentation for the NDOT Encroachment Permit. The geotechnical evaluation consists of the following:
 - a. Geotechnical Field Evaluation
 - i. Obtain encroachment permits for drilling in NDOT, Washoe County, and City of Reno ROWs, as applicable.

- ii. Prepare traffic control plans and implement traffic control as needed during drilling operations.
- iii. Call-before-you-dig prior to drilling operations
- iv. Drill and log up to 6 borings in the vicinity of design work as shown on the attached Proposed Boring Location Plan. Borings will be drilled approximately to the target depths shown on the Proposed Boring Location Plan using hollow-stem auger drilling methods; assumes boring locations are accessible to a truck mounted drill rig.
- v. California or Standard Penetration Tests at approximately 2 and 5-foot depths in each boring
- vi. Measure existing pavement section thickness when encountered in borings
- vii. Visually map the soil profile exposed on existing soil slopes on the north side of Mesa Park Road and 4th Street in areas of proposed retaining walls.
- viii. Boring abandonment with auger cuttings
- ix. Provide preliminary verbal geotechnical information as requested and when available.
- x. Attend design meeting
- xi. Project coordination with design team
- b. Perform laboratory testing on samples recovered from the borings:
 - i. Unit Weight/Moisture Content Tests – Approximately 15 tests
 - ii. Sieve Analysis – Approximately 1 per boring
 - iii. Plasticity Index – Approximately 1 per boring
 - iv. Sulfate, Solubility and Chloride – Approximately 1 per every 3rd boring
 - v. Direct Shear Test – 2 tests
 - vi. Hydro-collapse/swell test – 2 tests
 - vii. Expansion index – 1 test
 - viii. R-Value – 2 tests
- c. Prepare a Geotechnical Evaluation to include:
 - i. Review pertinent provided geotechnical reports along the alignment
 - ii. Subsurface materials and conditions summary
 - iii. Geologic conditions and seismicity, and subsurface soil conditions
 - iv. Anticipated excavatability considerations
 - v. Approximate depth to groundwater where encountered
 - vi. Geotechnical design and construction criteria
 - vii. Bearing capacity and settlements for ancillary structures and retaining walls
 - viii. Minimum width and depth of spread footing foundations for ancillary structures and retaining walls
 - ix. Lateral loads and support parameters for retaining wall design
 - x. Subgrade preparation recommendations for ancillary structures
 - xi. Fill recommendations, including suitability of native soils
 - xii. Dedicated asphalt pavement recommendations for the proposed new roadway

- xiii. Identify the corrosive characteristics of the soils and the sulfate exposure for concrete structures
 - d. Submit five hard copies of the Geotechnical Evaluation Report and one electronic (PDF) submittal
- 11. Traffic Evaluation Memo for Damonte Ranch Parkway and Steamboat Parkway: A triple right-hand turn has been proposed at this intersection. A traffic evaluation will be prepared to document this proposed revision and will include the following:
 - a. Consultant will review the traffic analysis of the intersection of Steamboat Parkway and Damonte Ranch Parkway conducted as part of the RTC South Meadows Multimodal Transportation Study (published April 2020)
 - b. Consultant will provide traffic recommendations specific to intersection recommendations at the intersection
 - c. Consultant will prepare a brief technical memorandum summarizing the previously collected traffic data and intersection analysis along with intersection improvement recommendations
- 12. Traffic Signal Basis of Design: Existing traffic signal/ ITS equipment shall be depicted in a “greyed out” format using “new” and “existing” stipple patterns with new installations shown superimposed unless important details are obscured. It is assumed that locations of improvements will not require communication upgrades to the signal interconnect system.
- 13. New cabinet upgrade: New cabinets will be placed at a location as close as possible to the existing cabinet. This scope assumes that the signal will not need to be re-pulled to accommodate the new distance to the cabinet or upgrade the signal cabling to the latest standard. The design does not anticipate design required for replacement of crushed conduit.
- 14. Drainage Coordination: No drainage study will be provided for this project as existing drainage flows will be perpetuated through the project. Standard drainage best management practices will be applied to perpetuate existing flows.

C. Preliminary Design (30%)

- 1. Roundabout Design Services: The roundabout design services will rely on the operational analysis and other evaluation work completed under the ICE at this location (dated March 5, 2020.)
 - a. A Roundabout Design Kick-off Meeting (Pre-30%) will be held with RTC, Reno, NDOT, and Washoe County. The design team will present current concept and walk through aspects of the roundabout design. The meeting will cover work already accomplished, design criteria, a field review, and direction from stakeholders on design. (The railroad is approximately 500 feet south of the proposed roundabout and therefore

the effects of the railroad will be excluded from the scope as queues are not expected to reach the railroad.)

- b. Pre-30% refined horizontal concept will be prepared on survey deliverables. This refined concept will include all feedback and refinements from the kick-off meeting prior to 30% plans being developed. Comments will be received from stakeholders and implemented into the 30% design plans.
- c. 30% Design Plans with Roundabout Geometric Approval: This task includes the preparation of preliminary (30%) engineering drawings and roundabout geometric check calculations to obtain geometric approval of the roundabout concept developed from the stakeholders. Preliminary engineering plans for the roundabout are assumed to extend to the point where the roundabout conforms with existing street infrastructure or proposed street typical section, whichever is less.
 - i. Preliminary engineering drawings will be prepared to identify the horizontal design limits of critical geometric elements such as curb geometry, lane widths, channelization, lane transitions, pavement markings, sightlines, and conform conditions to either the existing street infrastructure or proposed typical street section. The functional area of the roundabout intersection will be defined. Typical sections of each leg, including the roundabout circulatory roadway and central island will be prepared.
 - ii. Design checks specific to vehicles navigating roundabout intersections will be calculated and documented in a technical memorandum with the plans. This step is critical to roundabout final design documentation and establishing the horizontal geometry. Roundabout curb geometry and lane markings will be adjusted to achieve target design values for estimated speeds, design vehicles, and sight lines. If site conditions or other constraints require a deviation from guidance described in NCHRP Report 672, the deviation will be identified in the technical memorandum along with a description of why the deviation is being requested. The following design checks will be evaluated for vehicles:
 1. Fastest path estimation for R1 through R5
 2. Swept path and tire tracking for design vehicles (Assume up to two design vehicles, 1 for 4th St/Woodland Ave and 1 for Mesa Park Rd)
 3. Intersection angle of visibility
 4. Intersection Sight Distance (Assume $t_c=5.0$ seconds)
 5. Stopping Sight Distance
 6. Path overlap estimation for multi-lane entries and departures

Once these geometric approvals are complete the horizontal geometry for the roundabouts will be established for final design (60% plans preparation). If curb lines of the roundabout are revised after this point these design revisions will require additional design services to complete.

- iii. Address final comments on the draft memo and revise memo to be “Roundabout Final Design Checks Memorandum”. Final design checks include minor fine tuning of sight lines, fastest path analysis, and turning movements based on the 60% plans development.
2. Prepare 30% Plans and OPC
- a. Plans. Prepare preliminary Plans, and a preliminary opinion of probable cost suitable for RTC and Local Government review.
- Project Plans (11) will include:
- i. Cover (1)
 - ii. General Notes (1)
 - iii. Preliminary Typical Sections (1)
 - iv. 30% Plan sheets (4)
 - v. Striping Sheets (4)
- (x) indicates the number of plan sheets
- b. A quality control review of the plans, and OPC will be performed by the CONSULTANT which will focus on technical aspects of the plans and will review that the proposed work is adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate.
 - c. CONSULTANT will submit 30% Plans to RTC and to utility agencies.

D. 60% Design

1. ~~Retaining Wall Design: NDOT Standard concrete retaining walls details will be used to design the project. Plans will contain the NDOT details, plan view, and elevation of the walls. One (1) wall is anticipated under the design. This will require additional sheets outside the NDOT standard details. Limits will be defined in site grading design.~~

A soil nail wall design was selected to be constructed based on a Wall Selection Report done using contingency funds to minimize impacts to Mesa Park Road during construction and to provide the most cost-effective option. The NDOT standard concrete wall would have required closing Mesa Park for the duration of the construction and would have exposed several utilities that would have been exposed to construct the wall including water, sewer, gas and telecommunications. The new wall design requires special structural sheets, approval from NDOT and special considerations for inspection during construction that will be detailed in the project specifications.

2. Prepare 60% Plans and Specifications

- a. CONSULTANT shall incorporate review comments from RTC, NDOT, Washoe County, and City of Reno into the 60% design process
- b. The construction plans will be on 11" x 17" size sheets and will show all elements of the project construction, including plan/profile view, right-of-way lines, cross-sections and construction/slope limits. The final plan set will include, as a minimum: Cover Sheet, Plan/Profile Sheets, (at 1"=20' scale), Cross-section Sheets (at 1"=20' scale), Intersection and Signal Layout Plan Sheets (at 1"=10' scale), Striping Plan Sheets (at 1"=20'), Detail Sheets (scales as noted).
- c. Plan updates and further development. Prepare plans, and an OPC suitable for RTC and Local Government review.

Project Plans (40) will include:

- i. Cover (1)
 - ii. General notes (1)
 - iii. Sheet index (1)
 - iv. Typical sections (4)
 - v. Geometric layout plan (1)
 - vi. Plan sheets (7)
 - vii. Project details (10)
 - viii. Grading and drainage plan (3)
 - ix. Striping plans (6)
 - x. Utility plans (3)
 - xi. Retaining wall plans (3)
- (x) indicates the number of plan sheets

- d. CONSULTANT will perform a project walk through to compare the plans to existing field conditions.
- e. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that the proposed work is adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate.
- f. CONSULTANT will submit 60% Plans to RTC and to utility agencies.

E. 90% Design

3. Prepare Public Website (Post 60%, Pre-90%)

- a. Consultant will prepare a public website to present and receive feedback on the project. The team will prepare project website materials. The team will host the website and link to the RTC website.
 - b. Consultant will update public presentation material based on the 60% plans in PDF format, ability to receive and respond to comments.
 - c. Consultant to help RTC develop mailers/flyers, newspaper notice, social media posts that point to the website.
 - d. Website will be available for 8 months.
 - e. Develop visualization of the project for the website is an additional service.
4. Roundabout landscaping design: Low maintenance landscaping design is included in the scope. Irrigation and plantings are excluded. Services will include:
- a. Landscaping concept meeting: The meeting will be conducted in person, with NDOT L&A representatives. The meeting will include a field review with landscaping team. The meeting will cover an idea board for the roundabout. The board will show material pallet and inspirational photos to develop the conceptual theme for the roundabout. Design direction for the 90% will be taken from this meeting and follow up calls with NDOT L&A (up to 4 conference calls).
 - b. 90% landscaping plans, specifications, and OPC will be produced that show low maintenance landscaping (decomposed granite, wall aesthetics, etc.)
5. Lighting Design shall follow the NDOT standards for design of roadway lighting. Services will include:
- a. Electrical layout plan including points of connection to existing power
 - b. Proposed electrical equipment and equipment schedules
 - c. Panel schedule, single line diagram, and grounding detail
 - d. NDOT detail sheets for trenching, pull boxes, and light poles.
 - e. Voltage drop calculations, cable sizing, and photometric calculations will be performed.
6. **Additional Lighting and Electrical Design:**
- a. **Provide new point of service connection for project design and coordination with NV Energy**
 - b. **Provide a lighting analysis exhibit for NDOT.**
7. **ITS Design. NDOT required an ITS Design at the roundabout according to NDOT standards that includes:**
- a. **ITS Cabinet**
 - b. **CCTV with ITS Pole**
 - c. **Advanced Roundabout Warning flashers**
 - d. **Considerations for future queue detection loops.**

8. **Guardrail Design. CONSULTANT to provide new guardrail design on Mesa Park at the new retaining wall. Design shall be according to AASHTO Roadside Design Manual and according to NDOT Standard Details and materials.**
9. **City of Reno Deviation Memo. CONSULTANT to provide memo of all design elements and materials that deviate from current standards.**
10. Construction Phasing and Traffic Control criteria development: Since NDOT typically requires two-way access through their right of way and Woodland Ave is the only access for the residences and business there, the design team will develop a concept for construction phasing. A concept meeting (virtual) will be held with NDOT. Phasing and traffic control constraints and criteria will be established. Consultant will, at a planning level, develop concepts and calculate traffic control quantities based on the concepts to establish working days, traffic control OPC, and requirements in the Special Provisions
11. Prepare 90% Plans and Specifications
 - a. CONSULTANT shall incorporate review comments from RTC, NDOT, Washoe County, and City of Reno into the 90% design process
 - b. Plan updates and further development. Prepare plans and an OPC suitable for RTC and Local Government review.

Project plans (56) will include:

- i. Cover (1)
 - ii. General notes (1)
 - iii. Sheet index (1)
 - iv. Typical sections (4)
 - v. Geometric layout plan (1)
 - vi. Plan sheets (7)
 - vii. Geometric and elevation control plans (5)
 - viii. Project details (15)
 - ix. Grading and drainage plans (3)
 - x. Signing and striping plans (6)
 - xi. Lighting plans (3)
 - xii. Utility plans (3)
 - xiii. Retaining wall plans (3)
 - xiv. Landscape plans (3)
- (x) indicates the number of plan sheets

- c. Project Specifications: CONSULTANT will prepare Contract Documents and Technical Specifications which will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Within

NDOT right of way references will be given to the NDOT Standard Specifications (2014 Standard Specifications for Road and Bridge Construction) as anticipated by the encroachment permit requirements.

12. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that all items of the proposed work is adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate.
13. CONSULTANT will submit 90% Plans to RTC and to utility agencies. A digital cover sheet will be produced at this submittal for routing to the agencies for project bidding.
14. Prepare and Submit NDOT Encroachment Permit: CONSULTANT will prepare and process encroachment permit packages through the NDOT District 2. One permit will be processed as part of the scope of this work for SR 647 (4th Street). The CONSULTANT will submit the completed application and submit the color coded plans at the 90% submittal. One set of review comments will be processed by the CONSULTANT for the permit. The final submittal of permit will be at the 100% submittal. The RTC will be the applicant on the permit and will provide all applicant fees, signatures and submittal documentation needed by the CONSULTANT to process the permit. Permit Terms and Conditions will be incorporated into the project specifications.

F. Final Design (100% Signed and Sealed Bid Documents)

1. CONSULTANT shall incorporate review comments from RTC, NDOT, Washoe County, and City of Reno into Final Construction Document process. At this stage of design comments should be minor. If comments require more effort than estimated in the fee estimate, additional services will be required.
2. Prepare Final Plans and Specifications: Prepare Final Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement for the approved alignment in accordance with RTC standards and requirements. RTC will provide the boilerplate via e-mail in MS Word format.
3. A quality control review of the plans, contract documents and technical specifications will be performed by the CONSULTANT which will focus on technical aspects of the plans and specifications and will review that the proposed work is adequately covered. The quality control reviewer will check, initial, and date each plan sheet as appropriate. The RTC, Local Entity and

Quality Control review comments will be incorporated into the final Plans and Specifications.

4. The final construction plans will be on 11" x 17" size sheets and will show all elements of the project construction. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, City of Reno, utility agencies and other affected parties for review at the 60%, 90%, and final (100%) stages of completion per the following:
 - a. Electronic (pdf) 11"x17" plans and specifications will be sent to the review agencies at each submittal including the final cover sheet which will be routed digitally.

G. Bidding Services

1. Plan Set and Specification Distribution. CONSULTANT will provide the RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the Procurement system.
2. Pre-bid Meeting. CONSULTANT will be available during the bidding process to answer technical questions and will participate in the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the RTC.
3. Bid Opening. CONSULTANT will attend the bid opening and review the bids received for irregularities and provide a recommendation for award. CONSULTANT will tabulate bid results into a MS Excel spreadsheet and check multiplication and addition of bid items.

H. Construction Phase Services or Engineering During Construction (Sole Option and Discretion of RTC) for *TE Spot 10 South A (Roundabout Project)*

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design. The following tasks summarize the anticipated major elements of Construction Support Services anticipated with this project.

1. Contract Administration: Provide contract administration services as follows:
 - a. Pre-Construction Conference: CONSULTANT will attend a Pre-Construction Conference prior to commencement of Work at the Site.
 - b. Visits to Site and Observation of Construction: CONSULTANT will provide on-site construction observation services during the construction phase. CONSULTANT will make visits at intervals as directed by RTC in order to observe the progress of the Work. Such visits and observations by CONSULTANT are not intended to be

exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment. Based on information obtained during such visits and such observations, CONSULTANT will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and CONSULTANT will keep RTC informed of the general progress of the Work. CONSULTANT shall also provide recommendations to RTC for any construction changes necessitated by field conditions.

- c. The purpose of CONSULTANT's site visits will be to enable CONSULTANT to better carry out the duties and responsibilities specifically assigned in this Agreement to CONSULTANT, and to provide RTC a greater degree of confidence that the completed Work will conform in general to the Contract Documents. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- d. Review and provide recommendations on contractor's traffic control plans.
- e. CONSULTANT will review and provide feedback to the RTC on traffic control plans submitted to RTC for approval.
- f. Review and provide recommendations on contractor's construction schedule and work progress CONSULTANT will review and provide feedback to the RTC on the construction schedule and work progress submitted to the RTC for approval.
- g. Shop Drawings and Samples: CONSULTANT will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- h. Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment

proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

- i. Recommendations with Respect to Defective Work. CONSULTANT will recommend to RTC that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- j. Clarifications and Interpretations: CONSULTANT will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to RTC as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by RTC.
- k. Disagreements between RTC and Contractor: CONSULTANT will, if requested by RTC, render written decision on all claims of RTC and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to RTC or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- l. Applications for Payment: Based on its observations and on review of applications for payment and accompanying supporting documentation, CONSULTANT will determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to RTC, based on such observations and review, that, to the best of CONSULTANT's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, CONSULTANT's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.
- m. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys

paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to RTC free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between RTC and Contractor that might affect the amount that should be paid.

- n. Substantial Completion: CONSULTANT will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with RTC and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of RTC, CONSULTANT considers the Work substantially complete, CONSULTANT will notify RTC and Contractor.
- o. Final Notice of Acceptability of the Work: CONSULTANT will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of CONSULTANT's knowledge, information, and belief based on the extent of its services and based upon information provided to CONSULTANT upon which it is entitled to rely.
- p. Inspections and Tests: CONSULTANT may require special inspections or tests of Contractor's work as CONSULTANT deems appropriate and as further defined in the scope of services below, and will receive and review certificates of inspections from Subconsultants within CONSULTANT's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests and the facts being certified.
- q. Change Orders: CONSULTANT may recommend Change Orders to RTC, and will review and make recommendations related to reasonable and appropriate Change Orders submitted or proposed by the Contractor.
- r. Limitation of Responsibilities: CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity

performing or furnishing the Work. CONSULTANT shall not have the authority or responsibility to stop the work of any Contractor.

2. Construction Surveying

- a. Upon receiving authorization from the RTC, the CONSULTANT will engage a Subconsultant to perform the Construction Surveying services. The following tasks summarize the major elements of Construction Surveying anticipated with this project. A revised scope of work and fee estimate will be provided after the final design has been completed.
- b. Attend the Project Pre-Construction Conference and Project Meetings as needed.
- c. Grading staking
- d. Utility staking
- e. Final staking for hardscapes
- f. Post construction survey
- g. Final monumentation or preparation and filing of record of survey

3. Inspection

- a. "Inspection services" means the observation of construction process for the purpose of determining that the Contractor is in substantial compliance with the plans and specifications and reporting to the RTC any observed deficiencies. The following tasks summarize the major elements of Inspection anticipated with this project.
- b. **Inspection services have changed to include 10 more working days to accommodate extra time for construction phasing to keep traffic operating and to provide special structural inspection during installation of soil nail wall as well as the associated additions for construction survey and material testing.** Construction of the project that requires inspection is anticipated at a **revised amount of 85 working days (17 weeks)**. A full-time (8 hours per day) primary inspector will be on site during working days that include trenching, pouring concrete, grading, utility adjustments and paving (**70 working days anticipated**). A part-time (3 hours per day) primary inspector will be on site during all other working days (**15 working days anticipated**). A full-time supplemental technician will be provided at 8 hours per day (**40 working days anticipated**) and will perform asphalt sampling and density testing during paving operations. The primary inspector will be responsible for the following items:
 - i. Attend the preconstruction conference.
 - ii. Monitor the work performed by the Contractor to ascertain whether the work is in substantial accordance with the plans and specifications.
 - iii. Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others.
 - iv. Prepare daily inspection reports, submitted weekly to RTC and copied to the appropriate government jurisdiction(s). The daily inspection will contain materials delivered to the site, excavation

and earthwork, preparation of sub grades, placement of aggregate base material, asphaltic concrete, Portland cement concrete, the forming, placement or erection of structures, and review of contractor daily progress logs.

- v. Provide materials quantity reports and assist in reviewing and analyzing contractor's monthly progress payments.
- vi. Provide verification of the distribution of public relation notices required to be delivered by the Contractor.
- vii. Assist in preparation of the Punch List.
- viii. Maintain a field blueline set of drawings (bond copy) to incorporate contractor record drawing mark-ups.

4. Materials Testing

- a. Upon receiving authorization from the RTC, the CONSULTANT will engage a Subconsultant to perform the Materials Testing services. The following tasks summarize the major elements of testing anticipated with this project.
- b. Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, concrete cylinder samples, and trenching backfill material. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).

5. As-Built Information

- a. Record Drawings. Provide as-built record drawings for the completed project. A single file PDF format (11" x 17" at 300 dpi), will be provided to RTC for its files and distribution. The PDF file shall include all plan sheets in one file with index/bookmark for easy access to different sheets or sections of the plan set.
- b. Drawings will be based on inspector documentation and coordination with Contractor's as-built plan set.
- c. The final record drawings must be identified, dated, and signed as the record drawings and must also contain the engineer's stamp and signature. The Consultant may either:
 - i. Provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings, or
 - ii. Provide new engineer-stamped/signed reproducible drawings identified as the record drawings.
- d. 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.

I. Optional Services

1. Drainage Evaluation (Optional): If required by NDOT, Consultant shall review proposed improvements to the 4th Street and Woodland Avenue intersection and the 4th Street and Mesa Park Road intersection in accordance with the Nevada Department of Transportation (NDOT) Drainage Design Manual. Anticipated improvements include preserving as much as possible existing drainage patterns, rip rap placement, and two new culverts. Consultant shall collect and review all previous studies and data pertaining to the project and perform a field review and evaluation of existing drainage facilities. The Consultant shall coordinate with the City of Reno, Washoe County, and NDOT Drainage on the criteria and methodology to be used for the drainage analysis. The Technical Drainage Analysis shall evaluate the location, and depth of pipe, approximate slopes of proposed culverts based on the results of the hydrologic review and hydraulic analysis and incorporate the following information:
 - a. Hydrologic models using HEC-1 to establish offsite and onsite flows for both the “existing right-of-way design” and the “ultimate right-of-way” design condition.
 - b. A hydraulic model for the proposed conveyance facilities using WSPG, HY8 or other appropriate engineering software. The hydraulic models shall include hydraulic grade line, energy grade line, flow velocity and depth, and other pertinent hydraulic parameters for any storm drain line
 - c. Provide complete culvert plan and profiles for proposed culverts and Storm Drain Details if needed. The storm drain facilities will be included in the hydraulic models. Drop inlet analysis and associated laterals are not anticipated and therefore not included.
 - d. Detention/retention basin sizing in accordance with the NDOT Drainage Manual. Providing Basin Grading Detail Sheets is not anticipated and would be considered an additional service.
 - e. Flow split analysis at project intersections.
 - f. 10-year and dry lane hydraulic analysis to determine the facility sizing.
 - g. Provide a Preliminary Drainage Study during the 30% design.
 - h. Provide a Final Drainage Study during the 90% design.
 - i. Consultant shall prepare a Drainage Information Form for NDOT Drainage’s review as part of the Encroachment Process. This form shall be sealed by a Nevada Professional Engineer.
 - j. SWPPP is excluded from the scope. This work will be done under the contractor.
2. Pubic Meeting: (Post 30%, Pre-60%):
 - a. Consultant will prepare the documentation for the team to present the design concept to the public stakeholders meeting. The purpose of the meeting is to present the project design and receive public feedback on the design. The team will prepare project presentation materials and stakeholder meeting materials. The team will work

- with the RTC, NDOT, and City of Reno to determine final meeting content, location of meeting, and list of attendees.
- b. Consultant will prepare up to four (4) boards, one (1) power point, sign in sheets, and public comment card
 - c. Consultant will arrange the meeting with the assistance of RTC through the public information officer. Stakeholder meeting will be attended by up to four (4) design team members including landscape architect representative and roundabout expert to identify project and aesthetic goals, discuss existing conditions, and refine design concepts
 - d. Consultant to help RTC develop mailers/flyers, newspaper notice, social media posts.
3. Other Services:
- a. Public Meeting
 - b. Pedestrian facilities
 - c. PCC Pavement
 - d. Driveway consolidation on 4th Street

J. Design Contingency

1. This is a contingency for miscellaneous increases within the scope of this contract. CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's written approval. A 10% contingency was added to the design tasks only.
2. **Additional contingency is being added for unforeseen design needs during final design and are only to be used if required and authorized by Project Manager. The increased amount is based on total contract value increase for added design services required.**

K. Additional Support Services

1. **NDOT Encroachment Permits for Driveways:**
Prepare one (1) NDOT Encroachment permits for the private driveways within NDOT Right of Way (parcel 039-147-02.) This work will require RTC to seek a signature from these property owners after they have signed for the right of way transfer that is currently in progress. This work also entails one additional Title Report and one additional Legal Description.
2. **Union Pacific Railroad (UPRR) Project Coordination and Design:**
UPRR is requiring a Preliminary Engineering Agreement with the RTC to assess the impact of the roundabout improvements on the railroad crossing at Woodland Ave. The CONSUTLANT will provide project design and coordination to allow an additional lane of traffic to approach southbound on Woodland Ave. at the UPRR crossing to ease potential

queuing into the roundabout. These services will require an exhibit be submitted to UPRR with coordination and support services including design justifications and revisions to project bid documents to receive approval from UPRR. These services will be provided up to the total dollar amount as shown in the fee schedule for this additional support services task. After these funds are expended additional funds will be required to be authorized. Project bid documents will be broken out for a Bid Alternative in the case that UPRR does not approve revisions near their crossing and within their right of way during the project construction timeframe.

3. **Prepare and Administer TE Spot 10 South B Contract Documents as a separate Bid Package:** The CONSULTANT will prepare a separate Bid and Construction Package for the Virginia and Kietzke portion of the project called *TE Spot 10 South B*. This task will follow the process of other applicable task scope to provide a Bid Package and Engineering During Construction including Tasks E, F, G, and H with the following exceptions:
 - a. Task E – Only 90% Plans, Specs, and OPC based upon median reconstruction and slurry seal as submitted in the 30% Plans
 - b. Task F – Comments shall be incorporated from the City of Reno and the RTC. The rest of the services will be as written.
 - c. Task G – as written
 - d. Task H – Inspection will be limited to 15 working days with no construction survey and limited material testing for concrete, base compaction, and asphalt patching.
4. **Project Visualization:** A project visualization rendering will be created for the public facing website to help convey the design, key considerations, key improvements, and the future operations of the roundabout to the public.

Exhibit "B"

**Exhibit B - Schedule of Services
TE SPOT 10 – SOUTH PROJECT
Amendment #1**

TASK	DESCRIPTION	TASK TOTALS
A	Preliminary and General Items	\$15,820
	<i>Added</i>	\$5,942
B	Data Collection and Analysis	\$75,593
	<i>Added</i>	\$9,870
C	Preliminary Design (30%)	\$60,945
D	60% Design Phase	\$68,748
E	90% Design Phase	\$68,594
	<i>Added</i>	\$26,360
F	Final Design Phase	\$34,257
	<i>Added</i>	\$5,734
G	Bidding Services	\$9,994
	Total Design Services (Task A-G)	\$333,951
	<i>Added</i>	\$47,906
H	Engineering During Construction	\$133,048
	<i>Added</i>	\$65,615
I	Optional Services	\$44,572
J	Design Contingency (10% of Design)	\$33,000
	<i>Added</i>	\$13,000
K	Added Design Support Services	\$82,781
	Original Total Not-to-Exceed Amount	\$544,571
	<i>Total Added</i>	\$209,302
	New Total Not-to-Exceed Amount	\$753,873

Exhibit "B"

Exhibit B - Schedule of Services
TE SPOT 10 – SOUTH PROJECT

Prepared by Kimley-Horn MSM 10/29/2021 vA1

TASK	DESCRIPTION										Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		Principal	Project Manager	Senior Prof.	Prof.	Senior Technical Support	Analyst	Accounting	Technical Support	Admin.				
		\$230	\$205	\$188	\$165	\$147	\$122	\$115	\$112	\$100				
A	Preliminary and General Items													
											0			\$0.00
	Project Management (12 months)	1	12							12	25			\$3,890.00
	Added Project Mana. (6 months)	1	6							6	13			\$2,060.00
	Kickoff Meeting	1	4								5	\$500	Kickoff Travel	\$1,550.00
	Monthly Progress calls		12				12				24			\$3,924.00
	Added Monthly Progress calls		6				6				12			\$1,962.00
	Coordination Meetings (4)		8				8				16			\$2,616.00
	Invoicing, Progress Reports, Work Planning		12					12			24			\$3,840.00
	Added Invoicing, Progress Reports, Work Planning		6					6			12			\$1,920.00
											0			\$0.00
	Subtotal Hours	3	66	0	0	0	26	18	0	18	131			
	Subtotal Fee	\$690	\$13,530	\$0	\$0	\$0	\$3,172	\$2,070	\$0	\$1,800		\$500		\$21,762.00
B	Data Collection and Analysis													
											0			\$0.00
	Field Review with Reno, NDOT		6				6				12	\$735	Travel	\$2,697.00
	Survey and Mapping (Site #1)		4				6				10	\$24,050	Surveyor Sub	\$25,602.00
	Aerial mapping (Sites #2,3,& 4)					4	4				8			\$1,076.00
	Centerline development					4			4		8			\$1,036.00
	ROW evaluation		1			4					5			\$793.00
	Utility mapping					20			20		40			\$5,180.00
	Utility Coordination			4		20	20				44			\$6,040.00
	Added Utility Coordination		5			10	10				25			\$3,715.00
	NV Energy Coordination		5				15				20			\$2,855.00
	Added NV Energy Coordination		5		20		15				40			\$6,155.00
	Geotechnical Evaluation		2		2		2				6	\$25,000	Geotech Sub	\$25,984.00
	Traffic Evaluation (Damonte @ Steamboat)				5						5			\$825.00
	Drainage BMP coordination		1		20						21			\$3,505.00
											0			\$0.00
	Subtotal Hours	0	29	0	51	62	78	0	24	0	244			
	Subtotal Fee	\$0	\$5,945	\$0	\$8,415	\$9,114	\$9,516	\$0	\$2,688	\$0		\$49,785		\$85,463.00
C	Preliminary Design (30%)													
	Roundabout Design										0			\$0.00
	Kickoff meeting	4	4	4			5				17	\$735	Travel	\$3,837.00
	Refined Pre 30% Concept	4	2	4	20		40				70			\$10,262.00
	30% Plans and Geo App (Draft Memo)	4	2	4	30		80				120			\$16,792.00
	Geometric Approval Meeting	4	4	4	20		40				72	\$735	Travel	\$11,407.00
											0			\$0.00
	Cover and General Notes					1	1		1		3			\$381.00
	Preliminary Typical Section (1)						2		2		4			\$468.00
	Plan sheets (4)						8		8		24			\$3,048.00
	Striping sheets (4)			2			5		5		12			\$1,721.00
	Grading design	2	1		50						53			\$8,915.00

Exhibit "B"

TASK	DESCRIPTION										Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		Principal	Project Manager	Senior Prof.	Prof.	Senior Technical Support	Analyst	Accounting	Technical Support	Admin.				
	OPC				1	3					7			
	Quality Control Review	1	2	5		2					12			\$942.00
	Submit 30% RTC and utilities		2								8			\$2,118.00
	Subtotal Hours	19	17	23	121	19	185	0	14	4	402			\$1,054.00
	Subtotal Fee	\$4,370	\$3,485	\$4,324	\$19,965	\$2,793	\$22,570	\$0	\$1,568	\$400		\$1,470		\$60,945.00
D	60% Design Phase													
	Roundabout Final Checks Memo	4	2	4	20		40				70			\$10,262.00
	Cover and General Notes						1				0			\$0.00
	Sheet Index (1)						1		2		3			\$122.00
	Typical Sections (4)						5	8			13			\$346.00
	Geometric Layout Plans (1)						8	8			16			\$1,711.00
	Plan sheets (7)				5	15	15		15		50			\$2,152.00
	Project details (10)			2		10	10				22			\$6,540.00
	Grading and drainage (3)				50	10					60			\$3,066.00
	Striping Plan (6)					15	15				30			\$9,720.00
	Utility plans (3)				5	15	15				20			\$4,035.00
	Retaining Wall plans (2)		2	8	8	18	18				54			\$2,655.00
	Specification Outline		1		2		2				5			\$8,076.00
	OPC				1	3	6		3		13			\$779.00
	Field Review				5		5				10			\$1,674.00
	Quality Control Review	1	2	5		3	3				14			\$1,435.00
	Submit 60% RTC and utilities		2				2			4	8			\$2,387.00
	Prepare Public Website	5	8	8	5	15	15		15	15	86	\$400	Website hosting	\$1,054.00
	Subtotal Hours	10	17	27	101	102	164	0	35	19	475			\$12,734.00
	Subtotal Fee	\$2,300	\$3,485	\$5,076	\$16,665	\$14,994	\$20,008	\$0	\$3,920	\$1,900		\$400		\$68,748.00
E	90% Design Phase													
	Landscape Concept Meeting and Coord.	4	8	4			20				36	\$1,000	Travel	\$6,752.00
	Construction Phasing and Traffic Control		5		25	5					35			\$5,885.00
	Cover, General Notes, Sheet Index						1				1			\$122.00
	Typical Sections (4)				3		4				7			\$983.00
	Geometric Layout Sheet (1)					2	2				4			\$538.00
	Plan sheets (7)				5	15	15		15		50			\$6,540.00
	Added Design Services		2	5	5	5	5				17			\$2,580.00
	Geometric and elevation control plans (3)					20	20				40			\$5,380.00
	Project Details (10)			2		10	10				22			\$3,066.00
	Grading and drainage (3)				10						10			\$1,650.00
	Signing and striping plans (6)					8	8				16			\$2,152.00
	Lighting and Plans (3)				25		25				50			\$7,175.00
	Added ITS and Lighting Services		10	5	5	15	15				30			\$4,705.00
	Photometric Calculation Report for NDOT		1		4		8				13			\$1,841.00
	Utility Plans (3)				4	8	8				20			\$2,812.00
	Retaining Wall Plans (3)		2	5	5	8	8				28			\$4,327.00
	Added Services for Soil Nail Wall	6	15	15	30	30	30				126			\$20,295.00
	Landscape Plans (3)			10		20	20				50			\$7,260.00
	Prepare specifications	2	4	4	10		10				30			\$4,902.00
	OPC				2		3		3		8			\$1,032.00
	Quality Control Review	1	2	5		3	3				14			\$2,387.00
	Submit 90% RTC and utilities		2				2			4	8			\$1,054.00
	NDOT Encroach. permit 1st Submittal		2	1	2		4			1	10			\$1,516.00

Exhibit "B"

TASK	DESCRIPTION										Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		Principal	Project Manager	Senior Prof.	Prof.	Senior Technical Support	Analyst	Accounting	Technical Support	Admin.				
	Subtotal Hours	13	53	46	135	134	221	0	18	5	625			
	Subtotal Fee	\$2,990	\$10,865	\$8,648	\$22,275	\$19,698	\$26,962	\$0	\$2,016	\$500		\$1,000		\$94,954.00
F	Final Design Phase													
	Cover, General Notes, Sheet Index						1				1			\$122.00
	Typical Sections (4)						2				2			\$244.00
	Geometric Layout Sheet (1)						2				2			\$244.00
	Plan sheets (7)				2	7	7		7		23			\$2,997.00
	Geometric and elevation control plans (3)					10	10				20			\$2,690.00
	Project Details (15)			2		4	4				10			\$1,452.00
	Grading and drainage (3)				10						10			\$1,650.00
	Signing and striping plans (6)					6	6				12			\$1,614.00
	Lighting and ITS Plans (3)		1		10		15				26			\$3,685.00
	Added ITS and Lighting		4		5		5				14			\$2,255.00
	Utility Plans (3)				4	4	4				12			\$1,736.00
	Retaining Wall Plans (3)		1	2	2	5	5				15			\$2,256.00
	Added for Soil Nail Wall	2	3	3	3	5	5				21			\$3,479.00
	Landscape Plans (3)			5		10	10				25			\$3,630.00
	Prepare specifications		4		6		10				20			\$3,030.00
	OPC				1	3			3		7			\$942.00
	Quality Control Review	2	2	5		3	3				15			\$2,617.00
	NDOT Encroach. permit 2nd Submittal		4	4	2		5				15			\$2,512.00
	Submit Bid documents to RTC	2	2	2	2		5			4	17	\$250	Printing/Delivery	\$2,836.00
	Subtotal Hours	6	21	23	47	57	99	0	10	4	267			
	Subtotal Fee	\$1,380	\$4,305	\$4,324	\$7,755	\$8,379	\$12,078	\$0	\$1,120	\$400		\$250		\$39,991.00
G	Bidding Services													
	Pre-Bid Meeting		1				3				4			\$571.00
	RFI Responses		2		5						7			\$1,235.00
	Addendum (1)		4		10	10	20				44			\$6,380.00
	Bid Opening and Bid Tabs		4				4				8	\$500	PM Travel	\$1,808.00
											0			\$0.00
	Subtotal Hours	0	11	0	15	10	27	0	0	0	63			
	Subtotal Fee	\$0	\$2,255	\$0	\$2,475	\$1,470	\$3,294	\$0	\$0	\$0		\$500		\$9,994.00
H	Engineering During Construction													
	<i>(85 Working Days) (15 Part, 70 Full)</i>													
	Construction Administration		25		30		50				105	\$988	PM Travel (2 trips)	\$17,163.00
	Added Construction Administration		10		15		15				40			\$6,355.00
	Construction Survey		4				20				24	\$10,000	Survey	\$13,260.00
	Added Construction Survey				4						4	\$31,700	Survey	\$32,360.00
	Inspection		10		160		450				620	\$750	Mileage	\$84,100.00
	Added Inspection			85	(44)		65				106	\$250	Mileage	\$16,900.00
	Material Testing		2		4		20				26	\$10,000	Materials Testing	\$13,510.00
	Added Material Testing (for 40 days)										0	\$10,000	Materials Testing	\$10,000.00
	As-built information		5		2		30				37			\$5,015.00
											0			\$0.00
											0			\$0.00
	Subtotal Hours	0	56	85	171	0	650	0	0	0	962			
	Subtotal Fee	\$0	\$11,480	\$15,980	\$28,215	\$0	\$79,300	\$0	\$0	\$0		\$63,688		\$198,663.00

Exhibit "B"

TASK	DESCRIPTION										Hours Subtotal	Expenses	Expense Description	Lump Sum Task Amounts
		Principal	Project Manager	Senior Prof.	Prof.	Senior Technical Support	Analyst	Accounting	Technical Support	Admin.				
I	Optional Services													
											0			\$0.00
	Drainage Evaluation (Optional)										0			\$0.00
	Hydrologic modeling & exhibits				18			80			98			\$12,730.00
	Hydraulic modeling (culverts and dry lane)				5			20			25			\$3,265.00
	Riprap sizing				1			4			5			\$653.00
	Preliminary drainage study		2		20			40			62			\$8,590.00
	Final drainage study		2		10			20			32			\$4,500.00
											0			\$0.00
	Public Meeting	5	8	8	5	15	15		15	15	86	\$2,500	Travel/Printing	\$14,834.00
	PCC Pavement										0		TBD	\$0.00
	Driveway consolidation on 4th Street										0		TBD	\$0.00
											0			\$0.00
	Subtotal Hours	5	12	8	59	15	179	0	15	15	308			
	Subtotal Fee	\$1,150	\$2,460	\$1,504	\$9,735	\$2,205	\$21,838	\$0	\$1,680	\$1,500		\$2,500		\$44,572.00
J	Design Contingency (10% of Design)													
	<i>Added Contingency</i>													
													10% of Design	\$33,000.00
													<i>Added</i>	<i>\$13,000.00</i>
K	Added Design Support Services													
	<i>NDOT Permit for 1 Driveways</i>		2		8		15				25	\$1,650	Printing/Survey	\$5,210.00
	<i>UPRR Project Coordination</i>	5	12	15	20	34	35				121	\$1,000	Travel for Meeting	\$19,998.00
	<i>TE Spot 10 South B Separate Bid Pack.</i>	4	20		40	50	50				164	\$50	Mileage	\$25,120.00
	<i>TE Spot 10 South B Separate EDC</i>		9	14	29		108				160	\$3,000	Materials Testing	\$25,438.00
	<i>Project Visualization</i>		5			20	25				50			\$7,015.00
											0			\$0.00
	Subtotal Hours	9	48	29	97	104	233	0	0	0	520			
	Subtotal Fee	\$2,070	\$9,840	\$5,452	\$16,005	\$15,288	\$28,426	\$0	\$0	\$0		\$5,700		\$82,781.00
	Total Basic Services Hours	65	330	241	797	503	1,862	18	116	65	3,997			
	Total Basic Services Fee	\$14,950	\$67,650	\$45,308	\$131,505	\$73,941	\$227,164	\$2,070	\$12,992	\$6,500		\$125,793		\$753,873.00



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 4.8

From: Brian Stewart, P.E., Director of Engineering

RECOMMENDED ACTION

Approve a contract with Jacobs Engineering Group, Inc. (Jacobs), for environmental and professional design services for the Arlington Avenue Bridges Replacement Project, in an amount not-to-exceed \$3,217,581.

BACKGROUND AND DISCUSSION

This agreement with Jacobs is for environmental and professional design services for the Arlington Avenue Bridges Replacement Project in the amount of \$3,217,581. The services included in the scope of work are public outreach, project development, environmental studies, environmental documentation, permitting support, preliminary design, final design, and bidding services associated with the replacement of two bridges over the Truckee River on Arlington Avenue from Island Avenue to First Street.

Jacobs was ranked as the most qualified firm, following a request for proposals solicitation process, to perform environmental and professional engineering services to advance the project through the National Environmental Policy Act (NEPA) process and prepare complete plans and specifications to allow the RTC to advertise for construction bids. The RTC entered into negotiations with Jacobs for the subject services. Successful negotiation of scope, schedule and budget resulted in the total agreement amount for the services that is within the appropriated budget.

FISCAL IMPACT

Appropriations are included in the FY 2022 Capital Budget.

PREVIOUS BOARD ACTION

April 16, 2021	Approved Request for Proposals (RFP) Scope of Services and Evaluation Factors for the Selection of Environmental and Design Services for the Arlington Avenue Bridges Project
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ATTACHMENT(S)

A. Professional Services Agreement with Exhibits

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of November 22, 2021, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Jacobs Engineering Group, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform NEPA, Design, and Engineering During Construction Services in connection with the RTC 22-04 RFP - Arlington Avenue Bridges NEPA/Design/EDC Project; and

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

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

ARTICLE 1 – TERM AND ENGAGEMENT

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

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

drawings, technical specifications, or other data by RTC, CONSULTANT shall have the responsibility of supplying all items and details required for the deliverables required hereunder.

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Services (Tasks 1.0 to 9.0)	\$3,121,081
<u>Contingency (Task 10.0)</u>	<u>\$96,500</u>
Total Not-to-Exceed Amount	\$3,217,581

- 3.3. For any work authorized under Section 2.4, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.4, "Additional Services," when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.
- 3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT's indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.
- 3.5. CONSULTANT must have an acceptable cost accounting system and can only be reimbursed for costs that are consistent with Federal cost principles. *See* 23 C.F.R. 172.9; 2 C.F.R. Part 200, Subpart E.

ARTICLE 4 - 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 only reimburse CONSULTANT for costs that are consistent with Federal cost principles. *See* 23 C.F.R. 172.9; 2 C.F.R. Part 200, Subpart E.
- 4.3 RTC shall notify CONSULTANT of any disagreement with any submitted invoice for consulting services within thirty (30) days of receipt of an invoice. Any amounts not in dispute shall be promptly paid by RTC.
- 4.4 CONSULTANT shall maintain complete records supporting every request for payment that may become due. Upon request, CONSULTANT shall produce all or a portion of its records and RTC shall have the right to inspect and copy such records.

ARTICLE 5 – CONFLICTS OF INTEREST

- 5.1 CONSULTANT shall ensure that no employee, agent, subcontractor or other person performing services under this Agreement shall have, directly or indirectly, a financial or other personal interest, other than their employment or retention, in any contract or subcontract in connection with the Project.

- 5.2 CONSULTANT shall include a requirement in each subcontract CONSULTANT signs with a subcontractor that the subcontractor shall ensure that no employee, agent, subcontractor or other person performing services under the subcontract shall have, directly or indirectly, a financial or other personal interest, other than their employment or retention, in any contract or subcontract in connection with the Project.
- 5.3 CONSULTANT shall disclose any potential conflict of interest to RTC, who shall then disclose any potential conflict of interest as specified in 2 C.F.R. 200.112, 23 C.F.R. 1.33 and the requirements of 23 C.F.R. 172.5.

ARTICLE 6 - ACCESS TO INFORMATION AND PROPERTY

- 6.1 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.
- 6.2 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 7 - OWNERSHIP OF WORK

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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 8 - TERMINATION

8.1 MUTUAL ASSENT.

This Agreement may be terminated by mutual written agreement of the parties.

8.2 CONVENIENCE.

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

8.3 DEFAULT.

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

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

ARTICLE 9 - RIGHTS, REMEDIES AND DISPUTES

9.1 RIGHTS.

- A. RTC shall have the following rights in the event that RTC deems CONSULTANT guilty of a breach of any term of this Agreement:
1. The right to take over and complete the work or any part thereof as agency for and at the expense of CONSULTANT, either directly or through other contractors;
 2. The right to cancel this Agreement as to any or all of the work yet to be performed;
 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
 4. The right to money damages.
- B. Inasmuch as CONSULTANT can be adequately compensated by money damages for any breach of this Agreement which may be committed by RTC, CONSULTANT expressly agrees that no default, act or omission of RTC shall constitute a material breach of this Agreement entitling CONSULTANT to cancel or rescind the Agreement (unless RTC directs CONSULTANT to do so) or to suspend or abandon performance.

9.2 NEGOTIATED RESOLUTION

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

9.3 MEDIATION

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

Unless otherwise agreed to by the parties, in writing, the mediation proceeding must take place within thirty (30) days following appointment of the mediator. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Washoe County, Nevada, unless otherwise agreed to by the parties, in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

9.4 LITIGATION

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

9.5 CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 10 - INSURANCE

10.1 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.

10.2 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 11 - HOLD HARMLESS

11.1 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 12 - EQUAL EMPLOYMENT OPPORTUNITY

12.1 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.

- 12.2 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.
- 12.3 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 13 – PROJECT MANAGERS

- 13.1 RTC’s Project Manager is Judy Tortelli, 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.
- 13.2 CONSULTANT’ Project Manager is Kaci Stansbury, P.E., or such other person as is later designated in writing by CONSULTANT. CONSULTANT’s Project Manager has authority to act as CONSULTANT’s representative with respect to the performance of this Agreement.

ARTICLE 14 - NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Judy Tortelli, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1824

CONSULTANT: Kaci Stansbury, P.E.
Project Manager
Jacobs Engineering Group, Inc.
50 West Liberty Street, Suite 205
Reno, Nevada 89501
(775) 329-7215

ARTICLE 15 - DELAYS IN PERFORMANCE

15.1 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.

15.2 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.

15.3 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.

15.4 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 16 - GENERAL PROVISIONS

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

16.6 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.

16.7 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.

16.8 AMENDMENTS

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

16.9 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.

16.10 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.

16.11 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.

16.12 CERTIFICATION REQUIRED BY NEVADA SENATE BILL 27 (2017)

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

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

ARTICLE 17 - FEDERAL FORMS AND CLAUSES

- 17.1 This Agreement is funded in whole or in part with money administered by the Nevada Department of Transportation on behalf of the Federal Highway Administration. As a condition for receiving payment under this Agreement, CONSULTANT agrees to comply with the federally required clauses set forth in Exhibit D, E and F.
- 17.2 CONSULTANT has completed and signed the following: (1) Affidavit of Non-Collusion; (2) Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (3) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using Federal Appropriated Funds, and “Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities”. CONSULTANT affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

JACOBS ENGINEERING GROUP, INC.

By: _____
Ken Gilbreth, P.E., Vice President/Client Account
Manager

Exhibit A

Scope of Services

SAMPLE

Exhibit A

Scope of Services

INTRODUCTION

The Regional Transportation Commission of Washoe County (RTC), in partnership with the City of Reno, Federal Highway Administration (FHWA), United States Army Corps of Engineers (USACE), Nevada Department of Transportation (NDOT), and Truckee River Flood Management Authority (TRFMA), have begun the process to replace the two structurally deficient bridges over the Truckee River on Arlington Avenue, the Arlington Avenue Bridges Project (Project). The RTC completed a Feasibility Study for the Project, which compiled input from public and technical community members, organized and monitored input from stakeholder and technical advisory meetings, and summarized the development of conceptual bridge alternatives. The study also presented order-of-magnitude construction costs for each alternative and informed this scope for the next project phase, including environmental and engineering tasks.

RTC is anticipating a typical design-bid-build project delivery method. CONSULTANT will complete the National Environmental Policy Act (NEPA) process, with the FHWA as the Lead Agency. This scope includes those elements necessary to complete the NEPA process, including performing an alternatives analysis for the build/no-build preferred alternative from the Feasibility Study and advancing it to 30% design. After the NEPA process, the CONSULTANT shall complete the final design. An addendum will be executed with CONSULTANT to perform engineering services during construction, including construction staking and completing the record drawings. RTC will advertise a separate RFP to cover Construction Management Services for the construction of bridges.

The Regional Transportation Plan (RTP) currently shows the construction of these improvements completed in the 2025 time period; however, the Project has been accelerated. The financial plans indicate the expenditure of funds for construction in 2024. The estimated total cost of the improvements in the 2050 RTP is \$25 million. RTC has allocated federal funds for the project and has executed a Local Public Agency (LPA) agreement with NDOT to administer federal funds.

BACKGROUND

The Arlington Avenue Bridges Project is in the Riverwalk District portion of downtown Reno. Numerous community-level plans have been developed that help to guide or direct the engineering requirements and design themes of the proposed bridge replacement project. These prior planning milestones, including the 2009 City of Reno TRAction Visioning Project, 2017 City of Reno Downtown Action Plan, 2018 ReImagine Reno-Planning for the Future, 2019 City of Reno Downtown Streetscape Design Manual, and One Truckee Plan, and their stated relationship to the Project are summarized within the Feasibility Study.

The Arlington Avenue Bridges span the Truckee River in downtown Reno. The bridges connect the north side of the Truckee River to Wingfield Park, a natural island within the river, to the south side of the Truckee River. The north structure was built in 1921, and the south structure was built in 1938. The bridges were rehabilitated in 1967 and are identified by NDOT as bridges B-1531 (south) and B-1532 (north). Constructed as a concrete tee beam bridge, the largest span in the north bridge measures 40 feet,

and the total north bridge length is 122 feet and 76 feet wide. The south bridge is a rigid frame structure with a clear span of 48 feet and a width of 60 feet. The bridges support an average daily traffic volume of approximately 13,000 trips. Travel across the structures includes two lanes (one lane in each direction) with a center two-way left-turn lane, bike lanes, and a transit stop in each direction between the two bridges.

The traffic operations of Arlington Avenue within the proposed project area were evaluated most recently as part of the Feasibility Study. The results from the study indicate that with one lane in each direction, the roadway segment operates at a Level of Service of E during the future based on 2040 traffic volumes. The Arlington Avenue Bridges traverse the City of Reno's Wingfield Park, including green areas, an amphitheater, picnic areas, the Truckee River White Water Park, and other public park features. The Project seeks to maintain and promote connectivity to these local features while improving safety for all modes of travel.

The Arlington Avenue Bridges pass through various geographical features, human and natural resources, water conveyances (Truckee River), and existing infrastructure. Construction of these improvements will require detailed coordination with numerous agencies and public utility entities. Several potential actions are foreseeable that would require federal agency review and become a nexus for the National Environmental Policy Act (NEPA) processes. The Feasibility Study identified regulatory requirements that establish the baseline for permitting requirements on the project. Agencies that will require permit coordination include, but are not limited to, the USACE, the Nevada Division of Environmental Protection, and the Nevada Division of State Lands.

GENERAL REQUIREMENTS

The work provides environmental and professional engineering services to advance the Project through the NEPA process and develop a package to advertise for construction. The work shall follow the requirements of NDOT's LPA manual, which can be accessed using the following link:

<https://www.nevadadot.com/doing-business/about-ndot/ndot-divisions/engineering/design/local-public-agency>

The Feasibility Study followed a Planning and Environmental Linkages approach (PEL). It represents a collaborative and integrated methodology that uses the information, analysis, and products developed during planning to inform the environmental review process. The PEL study serves as the foundation for this scope of services, and the recommended alternative shall be carried forward to accelerate the environmental analysis and save time in implementing the Project since construction funds are identified. The CONSULTANT is familiar with the Feasibility Study, previous outreach efforts, decisions made, and recommendations to help streamline the NEPA process. The Feasibility Study can be downloaded using the following link:

<https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/>

This scope assumes that the PEL results, notably the Purpose and Need and Preferred Alternative, will be carried forward into the EA with no or minor revision.

Major milestones anticipated to maintain the overall Project schedule are listed below:

- November 2021 - Enter into an agreement with the CONSULTANT for design, environmental, permitting, bidding, and engineering services during construction, including construction staking. Carry forward PEL information and start additional environmental review.
- May 2022 – 30% Design Submittal; Bridge Type Selection Report
- July 2022 – Begin formal permit submittal process
- November 2022 – 60% Design Submittal (Plans, Specifications, and Estimate)
 - Landscaping and Aesthetic concept finalized before submittal
- January 2023 – NEPA Complete, Environmental Clearance Obtained
- June 2023 – 90% Design Submittal (Plans, Specifications, and Estimate)
- August 2023 – 100% Design Submittal Package for Bidding
- September to November 2023 – Issue Invitation for Bids and award construction contract
- December 2023 – Start construction

SCOPE OF SERVICES

Task 1 Project Management

The Project work shall include project management by the CONSULTANT. The CONSULTANT shall provide a project manager responsible for the project’s timely completion and to liaison with the RTC Project Manager. The CONSULTANT will retain the same project manager for the entire project duration to the extent practicable. If the CONSULTANT Project Manager is briefly absent, the CONSULTANT shall name a suitable substitute to be approved by the RTC Project Manager. The CONSULTANT Project Manager shall be the main point of contact on the Project and shall attend all Project meetings and coordinate all aspects of the Project. The CONSULTANT shall also name task leads for each major task or discipline. The CONSULTANT Project Manager and task leads may not be changed without specific written authorization from the RTC Project Manager.

The CONSULTANT will provide effective project management to deliver the Project within established schedules and budgets; develop a project management plan that will effectively communicate, plan and execute the work required to complete the project successfully; conduct a risk assessment/value engineering workshop; perform continuous risk assessment and evaluation. In addition, the CONSULTANT shall integrate the RTC’s project manager into the project management plan, and coordinate Project development activities with the RTC’s Project Manager, and with City of Reno representatives, property owners, local and state permitting agencies, utility providers, and other stakeholders within the Project area as directed.

CONSULTANT will provide project management services for the scope of work for the duration of the project assumed to be November 2021 through October 2023, approximately twenty-four (24) months for the design and permitting. Project management includes project setup and administration, including preparation and execution of sub-consultant agreements, monthly budget monitoring and invoicing, monthly preparation and reporting of project progress (including work completed and documentation of any changes, actual and anticipated, in scope, schedule, and budget), preparation

and monthly updates of the project schedule, continued management of sub-consultants, quality assurance on deliverables, coordination with the RTC Project Manager, and project closeout.

The CONSULTANT Project Manager will be responsible for the ongoing project coordination of CONSULTANT activities for the duration of the work. The CONSULTANT Project Manager will also maintain communication, as appropriate, with local, state, federal, and private stakeholders as required for the progress of the scope of work detailed in this document. All significant communications shall be documented and reported to the RTC Project Manager. The CONSULTANT Project Manager will coordinate with task leads to discuss the project's progress and identify issues and action items to be addressed.

The Project Manager is responsible for the contracting, coordination, and management of all sub-consultants. The CONSULTANT will be the primary point of contact for the RTC for all team sub-consultants and be responsible for communicating and coordinating the direction from the RTC to all team members.

1.1 Project Management Meetings

1.1.1 Project Kickoff Meetings

CONSULTANT will hold a kickoff meeting with RTC, Washoe County, City of Reno, and other agency staff (as appropriate), to confirm the project objectives, approach, milestones, stakeholder and outreach approach, and potential project challenges. Seven (7) CONSULTANT staff will attend the meeting. The CONSULTANT will prepare a meeting agenda and PowerPoint presentation, take and distribute meeting minutes, and track concerns about the project from the attendees.

CONSULTANT will also hold an internal kickoff meeting with CONSULTANT staff and sub-consultants to internally align the team with the goals of the RTC and the project.

1.1.2 Design Review Committee Meetings

The CONSULTANT will facilitate sixteen (16) Design Review Committee (DRC) Meetings to discuss the design progress, upcoming milestones, scope, critical path schedule, budget, risk status, key technical issues by discipline, and make informed decisions. The DRC will also discuss permitting, value engineering, risk, and constructability. The DRC will also meet before public informational meetings to review materials and essential public input to achieve an appropriate balance between impacts, function, and cost that leads to broad support of the community. Members of the DRC will include the Project Manager, task leads (as appropriate) from the CONSULTANT, the RTC Project Manager, City of Reno, NDOT, FHWA, and utility companies. Local developers, nearby property owners, citizens groups, and area residents will be chosen to participate in the Stakeholder Working Group described under Task 2.5. Committee members will be chosen to ensure both the technical (bridge design, hydraulics) and non-technical (aesthetics, art) elements of the Project are covered. The CONSULTANT will prepare an agenda and distribute meeting notes and an action item log, identifying the person responsible for resolving each item and the expected completion date via email. It is anticipated that up to four (4) total CONSULTANT and Sub-consultant staff will attend the Design Review Committee Meetings.

1.1.3 Project Management Coordination Meetings

CONSULTANT Project Manager and RTC Project Manager will hold a weekly 1-hour coordination meeting with an open agenda to provide an update/status to the RTC Project Manager.

1.1.4 Internal Design Coordination Meetings

CONSULTANT will hold a 1-hour biweekly internal design coordination meeting with task leads, design staff as appropriate, and Sub-consultants to ensure cross-discipline coordination with design and schedule.

1.1.5 Project Management Plan (PMP)

CONSULTANT will prepare a Project Management Plan (PMP) that will include: Project Instructions, Risk Management Plan, Communications Protocols, Project Directory, Scope, Schedule, and Budget, File and Information Sharing and Storage Protocols, and the Health and Safety Plan.

The PMP will be distributed to the CONSULTANT team, including sub-consultants, and updated as needed throughout the project duration.

1.1.6 Quality Management Plan (QMP)

CONSULTANT will prepare a Quality Management Plan (QMP) specific to the Arlington Avenue Bridges Project. A project Quality Manager will be assigned who will be responsible for developing and implementing the plan and provide initial training. The QMP will apply to both prime and sub-consultant team members. An independent quality review will be performed on each design deliverable when submitting the 30%, 60%, 90% milestone packages and Final Bid Documents.

1.1.7 File and Document Management

CONSULTANT will update and maintain the Project Management Plan and all project files (electronic and hardcopy as appropriate) throughout the duration of the project. Copies of all outgoing and incoming correspondence will be provided to the Project Manager, or designee, on a continuing basis and distributed to the RTC Project Manager as needed. Word processing, databases, spreadsheets, etc., will be prepared using a format compatible with Microsoft Office.

1.2 Deliverables

- Monthly Invoices that show staff names, hours, classifications, and billing rates, for each month of the anticipated project schedule
- Monthly Progress Reports to be included with the invoices
- Schedule updates, as necessary
- Meeting Agenda & Minutes for Kickoff Meetings
- Meeting Agenda, Minutes and Action Item Log for Design Review Committee Meetings
- Project Management Plan preparation and as-needed updates
- Quality Management Plan

Task 2 Public and Agency Involvement

2.1 Public Outreach and Involvement Plan

CONSULTANT will develop a Public Outreach and Involvement Plan that outlines specific objectives, organization and roles of stakeholders, and a schedule of target activities to accomplish the goals of the Project. The Plan shall include a proactive public involvement process for all stages of project development. The objectives of the proactive public involvement processes include early and continuous involvement; reasonable public availability of technical and other information; collaborative input on design, mitigation needs; open public meetings; and open access to the decision-making process before closure.

2.2 Public Informational Meetings

Public Information Meetings will be held with residents, property owners adjacent to the project, stakeholders, and other public members to discuss project limits, scope, tentative schedule, access, public notification requirements, and concerns of adjacent properties. It is anticipated there will be four (4) public information meetings and three (3) preparation meetings with RTC staff before each of the four public information meetings. Media placement will be coordinated through the RTC Communications Team. CONSULTANT Project Manager, Design Manager, Public Information Specialist, and up to two (2) additional CONSULTANT staff will attend the public meetings as appropriate. CONSULTANT will provide up to eight (8) total display boards, a PowerPoint presentation, a survey for pointed feedback and open comments, and a project factsheet handout for each public information meeting. Along with in-person meetings, the CONSULTANT will prepare an interactive, virtual meeting website for each public meeting to allow additional access to the public meeting materials.

CONSULTANT will research and assist in reserving a venue, with RTC paying any venue usage costs directly. CONSULTANT will provide flyers (in English and Spanish) to RTC for distribution. The RTC will provide translation to Spanish. The RTC will use the Mailing Database prepared by the CONSULTANT under Task 2.3 to print, address, and mail post cards, including postage costs, themselves. Additionally, public meetings will be promoted on the project website and social media by the RTC. Public Information Meetings will be livestreamed on Facebook by the RTC Communications Team.

CONSULTANT will attend up to three (3) events hosted in Wingfield Park during 2022, including Artown and the Reno River Festival. For each event, two CONSULTANT staff will host a table with project information and a project input survey for six hours to obtain additional public input.

CONSULTANT will develop up to fifteen (15) total combined renderings using a recent photo background (assumes six for each bridge plus three additional).

2.3 Mailing Database

CONSULTANT will update and maintain the mailing database created during the Feasibility Study to ensure a strategic and comprehensive list. The CONSULTANT is to include property owners within 500-feet of the project corridor obtained from the County Assessor's Office. The CONSULTANT will

obtain lists of homeowner's associations/neighborhood associations within the project area. The stakeholder database will include project team members, elected officials, businesses, agencies, residents, community organizations, and media. The database will include the owner's name and physical property location for property owners and mailing and email addresses for elected officials and other key stakeholders. The database will be Microsoft Excel based and be updated before each public meeting.

2.4 Website / Digital Outreach

The CONSULTANT will establish and secure a domain name and maintain the Arlington Avenue Bridges Project website. The website will be updated monthly, at a minimum, and more often as project activity requires until the RTC secures a Construction Manager. Project information maintained on the website will include project descriptions, project photos, e-mail sign-up, comment page, RTC Project Manager contact information, frequently asked questions (FAQs), project schedules with updates to emphasize current activities, public meeting notices, and public meeting information. The website will include links to the RTC Home Page and any project-related videos, including "The Road Ahead" television segments and the livestream recordings from the public meetings. The website will be designed using WordPress, and the RTC Communications Team will approve all content before it is available to the public.

The comment page will be linked to an RTC domain email address, allowing the RTC to monitor and respond to any comments or project inquiries at their discretion.

The CONSULTANT will not be responsible for providing public meeting notices to newspapers and television news media. The RTC Communications Team will provide these services and post announcements and project updates to social media such as FaceBook.

The Project logo and branding developed during the Feasibility Study will continue to be used on all project materials to provide a consistent look.

2.5 Aesthetics Stakeholder Working Group

The CONSULTANT will assemble and manage a Stakeholder Working Group that includes members of the Design Review Committee, developers, adjacent property owners, citizens groups, and area residents to develop and implement a landscape and aesthetics plan that is sustainable and meets the community goals defined in the Feasibility Study. It is anticipated that three (3) SWG meetings will be held and attended by four (4) CONSULTANT staff as appropriate.

The CONSULTANT will create a proprietary interactive Build-A-Bridge application that will allow the public to pick their choice of available aesthetic options to assist in reaching a consensus.

2.6 Additional Outreach Efforts

Additional public outreach will include nearby residents, businesses, organizations that frequent Wingfield Park, and Ward 1 and Ward 5 Neighborhood Advisory Boards as Arlington Avenue is the dividing line between them. These efforts shall be coordinated with the RTC Communications Team. Public involvement and outreach activities to communicate proposed Project improvements include the following:

2.6.1 Regional Transportation Commission Board Meetings

CONSULTANT will provide a PowerPoint presentation to the RTC Project Manager and the CONSULTANT Project Manager shall attend up to four presentations to the RTC Board of Commissioners.

CONSULTANT Project Manager and Design Manager will attend the RTC Board Meetings to support the RTC Project Manager during Project presentations and assist in responding to questions from the RTC Board Members. A total of four (4) meetings are anticipated.

2.6.2 Washoe County Board of Commissioners Meetings

CONSULTANT will provide a PowerPoint presentation to RTC Project Manager and attend the presentation made by RTC to the Washoe County Board of Commissioners (assumed four meetings).

2.6.3 Reno City Council Meetings

CONSULTANT will provide a PowerPoint presentation to RTC Project Manager and attend the presentation made by RTC to the Reno City Council (assumed four meetings). Three (3) additional preparation meetings for each of the four Reno City Council Meetings are budgeted to prepare and coordinate with City of Reno staff before each Reno City Council meeting.

2.6.4 Ward 1 and Ward 5 Neighborhood Advisory Board Meetings

CONSULTANT will provide a PowerPoint presentation to RTC Project Manager and attend the presentation made by RTC to the Ward 1 and Ward 5 Neighborhood Advisory Board (NAB) Meetings. It is assumed three (3) presentations will be made to each Ward 1 and Ward 5 NAB.

2.7 Deliverables

- Draft Public Outreach and Involvement Plan
- Final Public Outreach and Involvement Plan
- Preparation and Attendance at four (4) Public Information Meetings
- Preparation and Attendance at three (3) Wingfield Park Events

- Recorded Presentation and Survey for each of the four (4) Public Information Meetings
- Mailing Database
- Project website with secure domain name
- Aesthetics Stakeholder Working Group Meetings (three (3))
- Build-A-Bridge
- Presentation Material and Attendance at four (4) RTC Board Meetings
- Presentation Material and Attendance at four (4) total Washoe County Board of Commissioners
- Presentation Materials and Attendance at four (4) Reno City Council Meetings; Three preparation meetings with RTC and City of Reno Staff prior to each of the four council meetings
- Presentation Material and Attendance at three (3) each Ward 1 and Ward 5 Neighborhood Advisory Board Meetings.

Task 3 Project Development

3.1 Geotechnical Investigation

CONSULTANT will research existing geotechnical studies and reports, perform a geotechnical investigation/analysis to include a field review of existing conditions, review existing geotechnical information.

CONSULTANT will perform field and laboratory investigations and analyses to provide complete geotechnical reports and final geotechnical design recommendations for the Arlington Avenue Bridges Project.

3.1.1 General assumptions

The following assumptions have been made in the preparation of this cost proposal:

- The geotechnical investigation will be performed in two mobilizations. Borings SB-21-01 through SB-21-04 will not require environmental permitting and will be drilled in one mobilization (Winter 2021-2022). Due to the need for an environmental permit, SB-22-05 will be drilled later (likely Spring 2022).
- Research of existing geotechnical studies and as-built plans will be completed during the preliminary investigation phase.
- To limit nighttime disturbances and to abide by the City of Reno's noise ordinance, it is assumed that all field work will be performed during normal business hours (Monday through Friday, 7 AM to 7 PM) during Winter 2021-2022.
- Field work will be coordinated such that at least one lane of travel will be permitted in each direction, and flaggers are not required.
- The geotechnical sub-consultant will obtain a City of Reno encroachment permit with permit fees waived.
- An NDOT encroachment permit is not needed.

- The CONSULTANT will obtain environmentally-related permits. It is assumed that SB-22-05 will require an environmental permitting process (Assumed 40 hours to obtain permit).

3.1.2 General Field Exploration Preparation and Information

Before initiating the subsurface exploration, the CONSULTANT will contact USA North to determine the location of existing utilities. CONSULTANT will take standard precautions to lower the risk of damaging underground structures; however, underground exploration is inherently risky as it is not possible to precisely locate all underground structures. Our fee is not adequate to compensate for damage or disruption of service and repair costs. If insufficient or incorrect data results in damage to underground structures, the cost for repair will be the responsibility of the client.

It is assumed an encroachment permit from the City of Reno will be required for this work, and the permit fees will be waived. Geotechnical sub-consultant will determine traffic control measures that are amicable to the City of Reno and for the safety of our field personnel. A traffic control plan and set up will be subcontracted through Silver State Barricade & Sign.

We anticipate that borings will be located within the paved roadway. Borings located within the existing roadway will be backfilled per NDEP and capped using a high-strength concrete patch. Excess cuttings resulting from the drilled borings and cores will be hauled off-site. Cores will be backfilled with tamped soil cuttings and patched with a high-strength concrete patch.

3.1.3 Schedule & Traffic Control

The coring investigation will be performed in one (1) working day; the borings will be performed in five (5) working days. Due to anticipated traffic, the coring and borings will not be performed concurrently.

3.1.4 Field Exploration

Consistent with AASHTO LRFD BDS Table 10.4.2-1, sonic borings will be proposed at each bridge support (north and south abutments, middle pier). Geophysical testing will be performed to determine the shear wave velocity in the upper 100 feet. Borings SB-21-01 through SB-21-04 will not require environmental permitting and will be drilled in one mobilization. Due to the need for an environmental permit, SB-22-05 will be drilled at a later date.

Additionally, three asphalt cores will be performed within the rehabilitated/ reconstructed pavement section.

Figure 1 presents the proposed exploration location map.

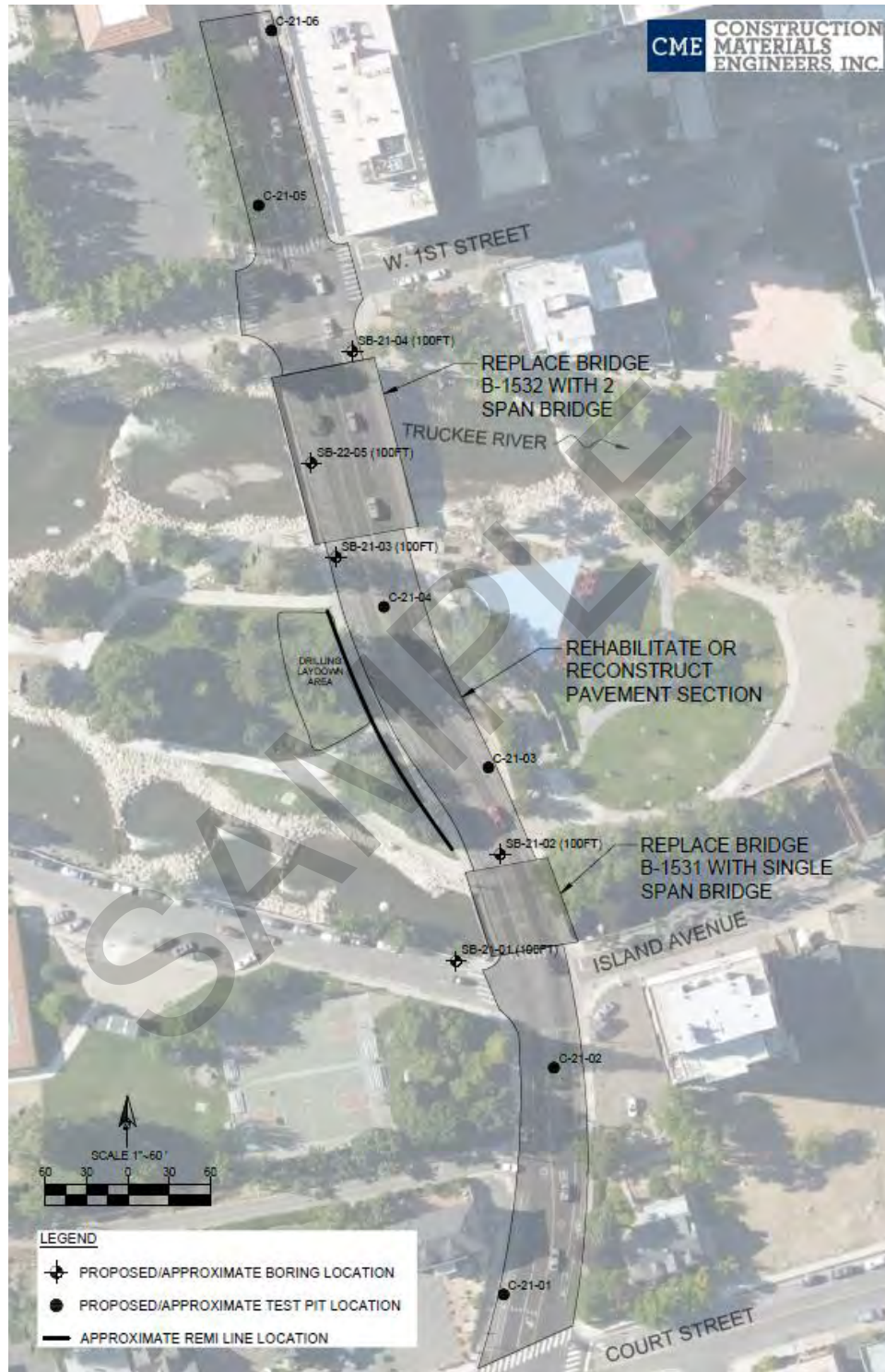


Figure 1. Proposed Exploration Location Map

3.1.4.1 Exploratory Borings

Due to the large boulders and cobbles, conventional drilling techniques are not feasible. Therefore, sonic drilling will be proposed. Sonic drilling is an advanced form of drilling which employs the use of high-frequency, resonant energy generated inside the sonic head to advance a core barrel or casing into subsurface formations. In order to mitigate for the potential issues related to caving, a temporary steel casing will be installed to the total boring depth. Sonic drilling provides a continuous core of the soil profile, which results in a more refined description of the soil profile for foundation design.

Borings are proposed with a drilling depth to 100-feet below ground surface (bgs) or practical refusal, whichever comes first. Soils will be sampled with a 2-inch OD split-spoon sampler driven by a standard 140-pound drive hammer with a 30-inch stroke. The number of blows to drive the sampler 1-foot into undisturbed soil (Standard Penetration Test, SPT) is an indication of the density and shear strength of the material. SPT sampling will be performed every 5 feet in the upper 30 feet and 10 feet thereafter.

CONSULTANT's geotechnical personnel will log material encountered during the field exploration. The groundwater surface depth will be measured, where encountered. Representative samples will be returned to our laboratory for testing.

Borings SB-21-01 to SB-21-04 will be located within the paved roadway. Borings located within the existing roadway will be backfilled per NDEP and capped using a high strength concrete patch. Excess cuttings resulting from the drilled borings will be hauled off site.

With the approval of the City of Reno, RTC, and NDOT, Boring SB-22-05 will be drilled through the north bridge deck with an approximately 10-inch diameter bit. Following exploratory drilling, Q&D Construction will patch the bridge deck to full thickness. Dowels consisting of #3 bars will adjoin the existing bridge deck to the concrete patch. If approval is not obtained, the Wolman Pebble Count methodology will be done to get the approximate gradation of the riverbed armored layer for scour analysis for the middle pier of the north bridge.

Field exploration locations will be referenced to existing improvements. Field explorations will be marked in the field and it is assumed that elevations and final locations of the borings will be surveyed by CONSULTANT.

3.1.4.2 Geophysical Measurements

One (1) geophysical array has been budgeted using Refraction Microtremor (ReMi) methodologies. The DAQlink 4 24-bit acquisition system (Seismic Source/Optim) utilizing a multichannel geophone cable with 12 geophones, placed at an approximate spacing of 16 feet (due to access limitations), will be used to obtain surface wave data. Vertical geophones with resonant frequencies of 10 Hz measure surface wave energy from broad band ambient site noise across the geophone array (i.e. ReMi setup location) for multiple 30-second iterations.

3.1.4.3 Asphalt Coring and Sampling

Three (3) pavement cores have been budgeted. Pavement cores will be collected using a hand coring rig with 6- to 8-inch diameter barrel. Following pavement coring, aggregate base will be excavated and retained in bags. Aggregate base and asphalt thickness will be measured and recorded.

Subgrade soils will be excavated up to two (2) feet below the existing structural section. Soils encountered will be visually classified in accordance with the Unified Soils Classification System. Soil samples will be collected and brought back to our laboratory for testing. Our geotechnical personnel will log material encountered during exploration in the field. Representative subgrade soil samples will be returned to our laboratory for testing.

CONSULTANT's field technician will photograph the pavement core and backfill each core location in the field.

3.1.5 Laboratory Testing

Laboratory testing will be completed on representative soil samples to determine soil classifications, strength properties, and corrosion. Several different tests are anticipated including index properties, moisture content, in-place dry density, and R-value. A brief description of these tests is included below:

- Representative samples of each significant soil type will be tested in our laboratory for index properties, such as moisture content, unit weight, grain size distribution, and plasticity.
- Resistance value tests (R-value testing) will also be completed. R-value testing measures the strength of subgrade soils and its expansion potential. The test results are used to determine the subgrade soil resilient modulus, which is used in structural section design.

- Corrosion testing on representative native soils will also be performed to determine corrosion potential to concrete. Soils will be tested for soluble sulfates.

3.1.6 Analysis

All analyses will be in accordance with 2018 AASHTO Bridge Design Specifications, 8th Edition and current NDOT standards, as applicable. Jacobs will provide CME the bridge foundation loads.

3.1.6.1 Bridge Foundation Analysis

Scour (i.e., long-term, contraction, and local) depths and appropriate protection, as needed, will be analyzed and designed by others. Anticipated foundations may include shallow spread footings augmented with micropiles for lateral support or drilled shafts. Axial compression, tension, and lateral capacities for deep foundations will be provided. Total and differential settlements will also be provided.

SHAFT v6.0 computer software will be used to determine axial capacity and settlement behavior of drilled shafts. Axial capacity can be determined for multiple shaft diameters and tip elevations.

Lateral loading can be analyzed with computer software such as LPILE, which evaluates pile head deflections for different pile lengths, and bending moments and shear force with depth. CONSULTANT's structural engineers will complete this analysis with Geotechnical Sub-consultant providing geotechnical lateral design parameters.

3.1.6.2 Wingwalls

Cantilever retaining wingwalls will be designed adjoining to the bridge abutments. Geotechnical Sub-consultant will provide anticipated design lateral loads including surcharge, static, and seismic.

3.1.6.3 Seismic Issues

To determine the location of mapped earthquake faulting trending through or near the project site, a review of the following published information was completed:

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.

Peak ground acceleration, site classifications, spectral responses, and site coefficients will be determined based on our geophysical studies (ReMi shear wave analysis), AASHTO references, and NDOT standards. Design ground accelerations will be determined for retaining wall lateral load analysis. Peak ground accelerations will be used to determine pseudo-static forces for slope stability analysis.

Soil liquefaction and lateral spread potential will also be evaluated. It is assumed there is less than 1% probability of liquefaction within our project limits and therefore, mitigation construction options and design recommendations are excluded from this scope.

3.1.6.4 Sidewalks and Access pathways

All sidewalks and accessible areas on the bridges will be designed with a structural section to withstand maintenance vehicle loading, including debris removal during flood events.

Sidewalks and pathways with the potential to be exposed to maintenance vehicle traffic will have a structural section design to accommodate the extra loading.

3.1.6.5 Structural Section Design

Based on current City of Reno Pavement Condition Index Mapping, the estimated PCI for the section of roadway located between the bridges is approximately 50. Based on current PCI levels as well as anticipated distress during construction, structural section reconstruction is recommended. This cost proposal includes full depth reconstruction structural section recommendations.

Traffic volumes (provided by Jacobs, via RTC), over a 20-year design period, will be utilized to determine growth factors and ESAL counts. The average ESAL

factors for the roadway functional classification will be based on the latest NDOT's Annual Traffic Report. RTC bus traffic (RTC Route 6) impact to the ESAL counts will also be considered and will be based on current and projected future bus frequencies.

Structural section design recommendations will be based on AASHTO methodology and the 2021 RTC Flexible Pavement Design Manual . Flexible pavement structural sections are anticipated for this project. Design recommendations will also follow City of Reno structural section recommendations based on the roadway classification.

3.1.6.6 Quality Assurance

CME's SUB-CONSULTANT, Crawford and Associates, will provide quality assurance to the Geotechnical SUB-CONSULTANT for the project. Crawford and Associates specialize in providing geotechnical recommendations for highway construction including bridge foundations and retaining walls. Their scope of work includes internal quality assurance and consultation to Geotechnical SUB-CONSULTANT on an as-needed basis for the geotechnical design elements to ensure conformance with AASHTO and NDOT standards and specifications. Tasks may include reviewing foundation analysis and design, attending selective meetings, reviewing plans and specifications, a site visit during drilled shaft installation, and assisting in responding to RFI's during construction.

3.1.7 Geotechnical Investigation Report

Upon completion of field, laboratory, and office studies, a geotechnical investigation report will be completed for the project. General topics for the report are discussed below.

3.1.7.1 Introduction, Site and Geologic Conditions, and Laboratory Testing

- Description of the project site with the approximate locations of our explorations, shown on a Site Plan;
- Descriptive logs of the explorations performed for this study;
- Summary of geologic setting and soil profile;
- Site Conditions;
- Geologic cross-sections, where applicable;
- Anticipated groundwater depths and effect on construction;
- Results of laboratory tests and a description of test methods; and
- Soil corrosion potential to concrete.

3.1.7.2 Seismicity

- Faulting including project site and regional to determine seismic parameters;
- Seismic parameters for design including peak ground accelerations and spectral design response accelerations;
- Seismic analysis including soil liquefaction and lateral spread potential; and
- Seismic design parameters for retaining wall lateral loading determination.

3.1.7.3 Geotechnical Design Parameters

- Drilled shaft axial compression, tension, and lateral resistances;
- Allowable bearing pressures for spread footings type foundations including sliding friction values and passive pressures;
- Micropile axial design if applicable;
- Appropriate footing depths and widths to consider frost depth protection and bearing capacity;
- Lateral soil pressures including static and dynamic values for retaining wall design;
- Surcharge loading from traffic or other sources for retaining wall design.

3.1.7.4 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.

3.1.7.5 Construction Recommendations

- Site preparation and grading including:
- Foundation soils preparation recommendations;
- Recommendations for embankment construction and material types;
- General structural fill recommendations;
- Suitability of site soils for use as structural fill and trench backfill.
- Structural Section construction recommendations.
- Anticipated construction difficulties.

3.1.8 Meetings, Consultation, Review Comments and Specifications

It is assumed up to 8 hours of meeting time per month over the length of the design of the project, which has been assumed to be 2 years.

Additionally, budget has been included for review of specifications and review comments from CONSULTANT as well as responsible agencies such as NDOT, RTC, and City of Reno.

3.2 Topographic Survey

3.2.1 Topographic Survey

CONSULTANT will conduct field surveys, photogrammetric mapping and office support to provide topographic design surveys for the Arlington Avenue Bridges Project. Survey and mapping will be detailed and extensive enough to identify drainage concerns, possible utility conflicts, design challenges, river hydraulics, and right-of-way impacts.

The survey information will be provided for the full right-of-way width and will include cross-sections at 50-foot intervals from 200' north of West Frist Street to 300' south of Island Avenue (Court Street intersection). For W. First Street and Island Avenue, the existing ground topo shall extend 200' past the intersection with Arlington Avenue. Field survey will include but is not limited to, centerline elevations, existing stripping, edge of pavement, curb/gutter, sidewalks, ADA ramps, multiuse paths, retaining walls, ditch features, hinge points, location, invert and rim elevations of all sewer and storm drain manholes and cross-manholes, culverts, location, invert and rim elevations for all water and gas valves, boxes/vaults, location, invert and rim elevations of storm drain inlets/catch basins; utility poles/anchors, fences, signs, existing survey monuments, location of underground utility carsonite markers (if any), and any other key existing features.

Bathymetric Survey of the Truckee River will be obtained as needed between Ralston Street and Sierra Street to compliment the CTWCD lidar data for the existing hydraulic model, including the existing whitewater park.

The field survey budget includes location and survey of twenty (20) right-of-way centerline monuments, property corners, section corners, and/or applicable public land survey monuments.

The budget includes 40 hours of additional as-needed survey for tie-in locations and other misc. survey needs during design.

3.2.2 Drone Aerial Imagery and Topography

CONSULTANT will perform an aerial planimetric survey with a drone the drone flight path established to provide aerial imagery and topography for the limits bounded by Ralston Street to the west, Elm Ct/State Street to the south, Sierra Street to the east, and West Second Street to the north.

Drone photography at the existing two bridges from 10 different angles at each bridge to be used by others for creating renderings.

3.2.3 Deliverables:

- Color Aerial imagery ortho photos compatible with both MicroStation and AutoCAD
- MicroStation V8i file with topographic linework
- MicroStation InRoads SS2 Existing Ground Surface with 3D breaklines
- Label callouts for Rim and pipe inverts of Storm Drains, Sewer Systems, and other utilities
- One half (1/2)-Foot existing ground contour intervals at a scale of 1"=20'.
- Drone photography, minimum of 10 angles at each bridge, to be used as background for renderings.

3.3 Right-Of-Way Mapping and Engineering

CONSULTANT will obtain recorded right-of-way based upon Washoe County GIS information. The right-of-way will be shown on the project plans as-is, with no further resolution, and used as the basis for right-of-way engineering services.

CONSULTANT will perform boundary survey including preparation of full Metes and Bounds descriptions of potentially impacted parcels. Right-of-way engineering services include but are not limited to research ownerships and Assessor's Parcel Numbers, obtain copies of any recorded maps that identify road rights-of-way and property lines, exhibit maps, legal descriptions, and title reports for permanent and/or temporary construction easements on each parcel. Field surveys to adequately locate existing property lines is included in Task 3.2.

3.4 Subsurface Utilities

CONSULTANT will investigate and locate subsurface utilities within the bridge alignment, roadway R/W, and areas reasonably effected by project improvements, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, 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 RTC a list of utility companies whose utilities are likely to be within the Project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to insure utilities likely affected by the Project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies, and incorporate utility design, as necessary, into the Project plans and specifications.

Where additional detail is required to support the design and ensure avoidance of utility impacts, CONSULTANT shall perform potholing. It is assumed a total of up to 10 potholes will be conducted to locate existing facilities within the project limits.

3.5 Hydrology and Hydraulics

CONSULTANT will review hydraulics of the Truckee River within the impact area of the Arlington Avenue Bridges project. CONSULTANT will refine hydraulic analysis performed as part of Feasibility Study 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. Hydraulic analysis of the existing kayak park and improvements impact analysis and mitigation strategies shall also be provided.

3.5.1 Data Collection

The CONSULTANT will obtain the latest available hydraulic models for the Truckee River maintained by the Carson Truckee Water Conservancy District (14,000 jurisdictional flow) and Truckee Regional Flood Management Authority (100-Year flow.)

CONSULTANT will coordinate with the RTC and City of Reno to obtain record documentation used in the design of the Whitewater Park, including hydraulic modeling if available.

The CONSULTANT will obtain and review existing drainage studies which pertain to the Project site.

The RTC will provide the CONSULTANT with relevant GIS data from the City of Reno and Washoe County, including, but not limited to:

- Washoe County 2' topography
- Washoe County aerial photography
- City of Reno Active Sewer and Drainage Systems

3.5.2 Truckee River Hydraulics

3.5.2.1 Refine Existing Condition Models

The CONSULTANT will refine the existing condition river hydraulic models for use with development of, and comparison to, post development conditions. 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 and bathymetric survey.

3.5.2.2 Proposed Condition Models

The 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.

3.5.2.3 Construction Stage Hydraulic Models

The 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.

3.5.2.4 Scour Analysis and Design

The CONSULTANT will provide scour analysis and provide scour mitigation meeting the requirements of the TMRDM, NDOT and USACE. The CTWCD does not have independent published design criteria requirements.

3.5.3 Whitewater Park Hydraulics

The CONSULTANT will utilize lidar, field and bathymetric survey data to provide an existing condition 2-dimensional model of the Whitewater Park, based on design flows provided by the City of Reno and RTC. Modeling will be prepared in HEC-RAS.

The CONSULTANT will incorporate geometry resulting from post project bridge construction to provide a proposed condition model of the park.

Results from existing and proposed condition Whitewater Park hydraulics will be compared, and if required, adjustments to geometry of the park's hydraulic features will be provided to re-establish existing condition hydraulics to the extent practicable.

3.5.4 Local Offsite Drainage

The 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:

- Existing offsite peak flow rates will be calculated for the 25- and 100-year design storm events from localized off-site contributing areas at key concentration points, 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.

3.5.5 Local Onsite Drainage

Onsite peak flow rates will be calculated for the 5-, 10-, and 100-year storm events at key design points. On-site watersheds will be modeled using the Rational Formula. These design flows will be used to measure impacts of project improvements on peak flow values, to determine locations where additional or upgraded drainage facilities are required to meet street flow criteria.

3.5.6 Drainage Design Reports

The CONSULTANT will package and submit Drainage Design Reports in accordance with the 30%, 60%, 90% and 100% design deliverable schedule. The design reports will include narrative, hydrologic and hydraulic calculations commensurate with the level of design at each submittal stage.

3.5.7 USACE 408 Permit Application Technical Report

The CONSULTANT will package a technical report, including narrative, hydraulic models, associated calculations, and other materials required for the application of a USACE Section 408 permit. This will include refined existing, proposed and construction-stage models for the 14,000 cfs regulatory flow. The CONSULTANT will coordinate with, and address comments from, the CTWCD and USACE as required to satisfy the Section 408 Permit's hydraulic requirements.

3.6 Traffic Analysis

3.6.1 Data Collection

CONSULTANT will collect new AM and PM peak hour volumes and turning movements at the study intersections (Arlington Ave/West First Street and Arlington Ave/Island Ave), to update/verify the volumes identified in the Feasibility Study.

3.6.2 Update Travel Demand Forecast

CONSULTANT will review existing traffic and provide detailed traffic operation analyses, including an analysis of the Arlington Avenue corridor at least one signalized intersection past the bridges. A Synchro/HCS analysis of the intersections for horizon years 2030, 2040, and 2050 is needed to identify the timeframe if/when the automobile traffic operation (on and around the bridge) worsen to LOS F. If appropriate, potential improvements are to be evaluated to alleviate LOS F conditions.

RTC will provide base year, 2030, and 2050 travel demand model outputs from RTC's most recent travel demand model.

CONSULTANT will do basic post-processing of the model outputs to develop traffic forecasts for Arlington Avenue.

3.6.3 Traffic Operations Report

CONSULTANT will prepare a Traffic Operations Report that outlines existing and future traffic volumes at the two intersections.

Signal timing will be evaluated to ensure intersection signal timing is optimized to operate as efficient as possible, even under failing conditions.

3.6.4 Deliverables

One Draft version of the Traffic Operations Report

One Final version of the Traffic Operations Report

3.7 Permitting

The CONSULTANT shall ensure proper permits are obtained to allow for the Project construction. The requirements of Construction permits that are the Contractor's responsibility shall be identified prior to construction so information can be provided during bidding.

3.7.1 Clean Water Act Section 404 Permit(s)

Assist the RTC in obtaining permits from the US Army Corps of Engineers (USACE) for construction impacts and mitigation of wetlands.

Using results of wetland delineation discussed below in item 2, prepare a Pre-Construction Notification (PCN) for Nationwide Permit (NWP) 3 (maintenance of existing facilities) and/or NWP 14 (transportation).

Coordinate with the USACE to discuss submittal requirements.

The PCN will include:

1. Delineation maps from Environmental Assessment (EA)
2. Temporary wetland impact restoration plan with monitoring requirements
3. 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 waters of the US.
4. Section 7 and Section 106 reports from EA

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.

Prepare revised PCN with updated impacts based on results of formal wetland delineation conducted for item 2 above.

Submit revised PCN for RTC and NDOT review.

Address one round of comments on the draft report and submit final PCN to the USACE.

3.7.2 USACE Section 408 Permit

Regulatory coordination and permitting with US Army Corps of Engineers for the Section 408 Permit Application will require at least fourteen (14) attachments, including:

1. Vicinity Map
2. Project Map with Land Uses Adjacent to Truckee River
3. Project Area, Disturbance Area, Access Routes, Staging Areas
4. Pre-Project Conditions
 - 4a. Photos of Vegetation on the North and South Banks of the Truckee River
 - 4b. Existing Features Photo Showing Future Work Area
 - 4c. Plan View of Existing Features and OHWM
5. Property Owner Information
6. Project Plans & Technical Provisions
 - 6a. Construction Staging Overview
 - 6b. Truckee River Cross-Sections
 - 6c. Arlington Bridges Plan Sheets
7. Geotechnical Evaluation of Temporary Fill for Work Areas
8. Hydraulic Impact Analysis
 - 8a. Work Area Geometry Analysis
 - 8b. HEC-RAS Model Results
 - 8c. Revetment Analysis
 - 8d. Floodplain Analysis
9. Construction Methods
10. Vegetation Removal/Disturbance
 - 10a. Area of Clearing and Grubbing
 - 10b. Area to Be Revegetated
 - 10c. Special Provisions for Re-Vegetating Work area
 - 10d. Landscape & Aesthetics
11. River Channel Disturbance
12. Project Schedule
13. Environmental Document and Agency Coordination
14. Environmental (NEPA) Requirements

- 14a. Affected Floodplains
- 14b. Mitigation Measures Table

3.7.3 Construction Permits

Four (4) Nevada Division of Environmental Protection (NDEP) permits will be required for construction: Construction Stormwater Permit, 401 Water Quality Certification, Working in Waterways, and Groundwater Discharge.

In addition, an encroachment permit from the Nevada Division of State Lands.

Task 4 Environmental Studies, Documentation and Support Services

The CONSULTANT shall provide environmental services up to and including completion of the National Environmental Policy Act (NEPA) process. Due to the various community impacts, it is anticipated at this time an Environmental Assessment (EA) will be required. 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 designated “Waters of the United States” and is therefore under the jurisdiction of the US Army Corps of Engineers (and the Carson-Truckee Water Conservancy District as the local sponsor). Work elements within the designated limits of the drainage way will require coordination with the Army Corp and likely a Section 404 permit for wetland modifications. US Army Corp of Engineers permit and potential federal transportation funding are a federal nexus.

The environmental tasks, activities, and deliverables provided by the CONSULTANT include, but may not be limited to, the following:

- Notice of Intent to Study, Scoping, Purpose and Need Statement, and Alternative 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
- Plan, schedule, and support the Location/Public Hearing
- 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 and permitting with US Army Corps of Engineers, Nevada Division of Environmental Protection, Nevada Division of State Lands
 - Initiate Construction permit submittals to ensure overall Project schedule is maintained
 - Obtain regulatory permits required for Construction of the Project

4.1 PEL/NEPA Transition

CONSULTANT will prepare a draft memo for FHWA and NDOT review that outlines the planning products from the Arlington Avenue Bridges Project Feasibility and PEL Study (Jacobs, 2021) to be carried forward into NEPA. The memorandum will reference the PEL and not restate information but include any needed 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 Preferred Alternative, will be carried forward into the EA with no or minor revision.

4.2 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 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.

4.2.1 EA Coordination

This task encompasses ongoing environmental coordination and management effort necessary to complete the NEPA process.

4.2.1.1 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.)

4.2.1.2 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).

4.2.1.3 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.

4.2.2 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, 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. 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. 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. Growth in population and employment growth will be assessed using census and other available demographic information. Identify community facilities as well as economic and employment generators.
- **Environmental Justice.** Based on census data from task above, identify low income and/or minority neighborhoods and businesses. Supplement data through additional research including analysis of school lunch recipients, housing assistance, etc.

- **Cultural Resources - Base Scope of Work.** Update archival research conducted for the PEL. Archaeological and historical resources in the project area will be further identified through field surveys and coordination with the Nevada State Historic Preservation Officer (SHPO). Cultural resources reports will be prepared for review and concurrence by the Client, NDOT, 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 along the corridor and one parcel deep based on the visibility of project features from those parcels.
 - The APE will be submitted to NDOT and transmitted to SHPO for review and concurrence prior to field inventory. A teleconference with the Client, NDOT, and SHPO may be completed at the project onset to review project scope and APE delineation methods.
 - Cultural resources identified during the surveys will be evaluated for eligibility utilizing established National Register of Historic Places (NRHP) criteria/standards. Recommendations regarding eligibility will be made with NDOT making the final determination of eligibility.
 - Up to 12 historic resources (buildings and structures 45 years of age or older) will be updated, recorded, described, and mapped utilizing the Nevada SHPO historic resource information form (HRIF) or Architectural Resources Assessment (ARA) form.
 - NDOT's Tribal Liaison will lead tribal consultation for the project. Jacobs will provide assistance with Native American consultation, in a technical support role (co-authoring Native American consultation letters for use/submittal by the Client or NDOT as appropriate).
- Prepare the following deliverables:
 - ARA forms
 - APE Maps
 - Draft Inventory & Evaluation Report (separate reports for Archaeology and Built Environment)
 - Final Inventory & Evaluation Report
 - It appears unlikely that significant resources will be identified and thus analyses of Effects are not included.
 - Draft Native American letters for federal lead agency use
- The scope above and estimated level of effort are based on the following assumptions:
 - Study Area Limits (including anticipated archaeology APE and built-environment APE) include Roadways within the bridge replacement corridor and up to one adjacent parcel on either side of the corridor when the project improvements would be visible from the principal elevation of the adjacent parcel . Therefore, the APE generally excludes parcels where the improvements would be located in the rear of the property, separated by a wall or vegetation (and not visible from the parcel), and/or lack a visual relationship with the

project improvements. NDOT will require a Screening Form following the establishment of the Study Area Limits/APE and prior to the completion of a separate report for historic architecture.

- Due to the disturbed nature of the study area, a separate site visit and survey will NOT be needed for an archaeologist to confirm that archaeological sites are not present.. If this work is determined based on SHPO coordination to be required, this work would be covered by a separate scope.
- 5 days of built-environment fieldwork for 2-person team (includes field recordation and research, plus travel time).
- Approximately 12 Historic Resources and 2 Potential Historic Districts are located within the vicinity of the proposed project. Ten Historic Resources surrounding the bridges have been previously recorded and evaluated.
- None of the resources or Historic Districts will be found eligible for listing in the NRHP.
- Any Historic Resources that have recently evaluated and received SHPO concurrence within the past 5 years will not require updated ARA Forms.
- Historic Resources will also be evaluated as contributors to potential historic districts if they are located within the boundaries of a subdivision, planned community, or part of an interrelated complex or structure through ARA - District Forms. A full or partial inventory of the potential historic districts outside the APE is not required; rather photographs will be included to provide a limited representative sample of each potential historic district, and historic context information will be developed on the development of the larger resource (as a whole).
- Archaeological sites will not be present within the APE (area of direct impact).
- Extensive previous disturbance from construction, utilities, etc.---limited archaeological potential.
- 5 meetings via teleconference for two people, 2 hours for task lead and 1 hour for specialist per meeting. 1 in-person meeting with task lead, NDOT, and/or SHPO may occur.
- There will be two rounds of review by NDOT for each document, and one review by the Client and SHPO.
- There are no tribal lands located within the APE boundaries; therefore, Tribal Historic Preservation Office concurrence of project documents/deliverables is not necessary.
- Based on the completed Reno Spaghetti Bowl Project NEPA process, the Truckee River was designated as a Traditional Cultural Property downstream of Arlington Avenue. Therefore, It is assumed the Truckee River located within the Arlington Avenue Bridges APE is not a Traditional Cultural Property.
- Preparation of a Finding of Effect (FOE) or any agreement document (MOA) or provision of mitigation services, if required, will be addressed by an Amendment to the Agreement.

- **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, Natural Diversity Information Source (NDIS), and Natural Heritage Program (NHP) regarding threatened, endangered, sensitive, or rare species in the project area. Concurrent with the wetland site visit, 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 3.5) 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. Conduct a site visit, to be done concurrently with the biological site visit, 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. Post process and include in GIS mapping.
- **Geology and Soils.** Use geotechnical report (prepared by Geotechnical Sub-consultant, see Section 3.1) to identify potential geology and soils issues.

4.2.3 Entry Permits

It is assumed that no entry permits are required for field work access. The City of Reno owns Wingfield Park, and private properties are set back from the banks of the Truckee River.

4.2.4 NEPA Document

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.
3. Public Review EA

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 information collected under Task 3.2.2 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 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. Census data 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 Section 2.2 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 Section 3.5).
- **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. No Section 404 permitting or Corps of Engineers coordination is included. If necessary, describe type of permitting that may be required (i.e., nationwide or individual) and mitigation that may be required. Since construction is not imminent, permit(s) will not be applied for nor mitigation commitments made.
- **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.
 - The following will be conducted if the project is subject to compliance and conformity with the federal Clean Air Act and Amendments (CAAA) of 1990, Nevada State Implementation Plans, and applicable state and local regulations. Data gathered and reviewed for the project includes, but not limited to, air quality monitoring data and climate data, traffic data, proposed roadway alignment, and regional transportation plans. The air quality analysis will consist of evaluation of potential project air quality impacts and preparation of a technical report for the Project.
 - Based on the feasibility study, it is assumed intersection(s) within the study area currently operate at a level of service (LOS) D or worse. The selected worst-case intersection will first be evaluated for applicability under FHWA's 2017

CO Categorical Hot-Spot Finding to determine if quantitative CO modeling is required. If a quantitative (hot spot) CO analysis is required, it will be conducted using U.S. Environmental Protection Agency's (EPA's) approved CAL3QHC model for assessing potential CO impacts at the worst operating intersection or interchange within the study area. This assumes one intersection/interchange will be modeled for CO hotspot analysis under existing and build conditions.

- EPA's most currently approved motor vehicle emission simulator model, MOVES, will be utilized to estimate CO emission factors.
- A qualitative discussion of mobile source air toxics (MSATs) will be included using Federal Highway Administration's (FHWA's) current guidance on assessing MSATs.
- A qualitative discussion of greenhouse gases (GHGs) will be included using FHWA's template language for assessing GHGs.
- Temporary construction impacts on local air quality will be assessed qualitatively. Possible temporary impacts include fugitive dust emissions from demolition, land clearing, and mobile source emissions from equipment at construction sites.
- This project is not anticipated to have a significant number of or a significant increase in diesel vehicles. Therefore, it is assumed this project is not a project of air quality concern (POAQC).
- Tasks under this scope of services include the following:
 - Data collection
 - Coordination with agencies (including IAC meeting)
 - Conduct CO hotspot analysis using CAL3QHC and MOVES
 - Conduct qualitative analysis of PM10 emissions
 - Conduct qualitative analysis of MSATs
 - Conduct qualitative analysis of GHGs
 - Analyze the data to determine potential impacts
 - Qualitatively discuss potential impacts during construction
 - Prepare a draft and final Air Quality Technical Memorandum or Report
- **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. Tasks under this scope of services include the following:
 - Data collection – a regulatory records search will be conducted by Environmental Data Resources (EDR), or an equivalent service. The search distance to obtain information will be based on the standard ASTM search distances up to one mile from the proposed project.
 - Historical aerial photographs will be reviewed (if available) to evaluate changes in past property usage within the study area.
 - Historical topographic maps will be reviewed to evaluate/document physical changes to the subject property and surrounding properties within the study area
 - Site reconnaissance will be conducted to locate listed sites identified in the EDR report as well as other sites not listed, but which are suspected to have hazardous material concerns within the study area. The site reconnaissance will consist of a windshield survey and visual inspection for indications of soil contamination and/or other indications of potential hazardous materials concerns that may have the potential to impact the project. Inspection of structures and private properties will not be conducted.
- This scope assumes that:
 - GIS shapefiles of the project extents are accurate and will be provided to the regulatory database search provider
 - Site reconnaissance visual observations will occur from publicly accessible areas (e.g., private property access will not be requested)
- **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. Jacob will prepare draft documentation and coordinate with the Officials with Jurisdiction of the 4(f) resources in order 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.
- Provide 10 copies for the CA. PDF electronic files will be provided to RTC and NDOT to post on their websites.

4.3 Deliverables

- Agency Scoping Letters
- Technical Reports and Memoranda
- EA Document and Drafts
- DD Document and Drafts

Task 5 Preliminary Design (30% Design Submittal)

CONSULTANT will evaluate and further develop the recommended alternative identified in the Feasibility Study to a 30% Design Submittal.

5.1 DESIGN CRITERIA & SOFTWARE

5.1.1 Design Criteria

CONSULTANT will develop design criteria. Design standards will be established 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), 2011
- Manual on Uniform Traffic Control Devices 2010
- AASHTO Roadside Design Guide, 2011
- Guide for the Planning, Design, and Operation of Pedestrian Facilities, AASHTO, 2004
- Washoe County Development Code, latest version
- Truckee Meadows Regional Drainage Manual, latest version
- Structural design criteria will be according to 2018 AASHTO Bridge Design Specifications, 8th Edition and current NDOT standards, as applicable

CONSULTANT will prepare draft design criteria, consisting of a tabular format document of critical criteria and a summarized listing of the governing standards and references, for review by the RTC and other agencies for review and approval. A meeting will be held with the RTC and

agencies to reconcile any outstanding review comments and prepare and submit the final Design Criteria. CONSULTANT will review existing geometry for consistency with the agreed upon standards.

Should the RTC direct the use of future releases of these references that would significantly alter the scope of work or increase the level of effort required to complete the work, incorporating these changes will be negotiated as additional services before additional work is initiated.

5.1.2 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 the RTC, if required. ProjectWise will be used to organize CADD files, included those of the sub-consultants.

5.1.3 Deliverables

Draft Design Criteria for Agency Review
Final Design Criteria

5.2 30% PRELIMINARY DESIGN

CONSULTANT will further evaluate the recommended alternative (single pier north bridge; clear span south bridge) and additional recommendations identified in the Feasibility Study.

5.2.1 Roadway

CONSULTANT will analyze the feasibility, cost, and schedule impacts of including maintenance access to the bridges from within the river and an additional pedestrian pathway crossing under the south bridge. CONSULTANT will prepare a technical memorandum summarizing the results and will discuss the results at a DCR meeting.

CONSULTANT will develop Roadway plans, including pedestrian and bicycle elements, designed in accordance with design criteria developed in sub-task 5.1. Design exceptions are not anticipated; however, where an exception has been included as part of the design, CONSULTANT will prepare a list of the exceptions identifying station limits, standards, and potential mitigations.

5.2.1 Bridge

CONSULTANT will evaluate the following bridge types and configurations identified at the conclusion of the Feasibility Study:

- North Bridge
 - Two-span precast, prestressed concrete girders
 - Two-span cast-in-place, post-tensioned concrete box girder
- South Bridge
 - Single-span precast, prestressed concrete girders
 - Single-span cast-in-place, post-tensioned concrete box girder.

CONSULTANT will perform a bridge 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 each bridge. CONSULTANT will submit the draft to the 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.

5.2.2 Drainage Analysis

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 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 Arlington Avenue will be incorporated into the design. CONSULTANT will prepare a 30% Hydraulic Design Report.

5.2.3 Lighting and Electrical Design

Electrical design will include any required new street lighting, relocating, and/or removing the existing street lighting, irrigation control power, miscellaneous electrical connections (if any), electrical service points for lighting and signalized intersections, and coordination with NV Energy for any electrical utility relocations and any new service requirements. CONSULTANT will provide electrical load and voltage drop calculations.

Lighting design for the 30% submittal will be conceptual only. No detailed analysis will be completed at the 30% design for lighting.

5.2.4 Landscape and Aesthetics

CONSULTANT will develop up to three landscape and aesthetic element alternatives for public input conforming to the modern interpretation of Art Deco, blending old with new, as consensus was achieved during the Feasibility Study.

5.2.5 30% Plan Set

Plan sheets will be drafted electronically at full size, 1"=20' scale, on 22" x 34" size paper, and PDF'd full size, but printed at only half size, 1"=40' scale, on 11" x 17".

The following is a listing of plan sheets (and amount of detail) anticipated in the project contract documents for the 30% submittal:

- Title Sheet (1)
- Index of Sheets, General Notes, Legend, and Abbreviations (2)
- Typical Section Sheets (2)
 - As-constructed and proposed improvement typical sections for each alignment
 - Minimum and maximum roadway widths for each alignment and lane configurations
 - Preliminary roadside designs (slopes, curbs, gutters, dikes, and traffic barriers)
 - Proposed pedestrian and bicycle improvements
 - Proposed retaining wall locations, if any
 - Removal limits
 - Pavement section depths
- Survey Control / Right of Way Sheets (3)
 - Existing Right of Way limits

- Schedule of coordinates, basis of bearing, stationing and offsets, the control coordinates, and datum statement
- Preliminary right of way impacts
- Removals and Utility Sheets (2)
 - Removal Limits, including existing roadway, signs, drainage, etc.
 - Existing Utilities and Proposed Utility adjustments/relocations
 - Sign removals
 - Existing ground contours at 1' interval
- Roadway – Plan and Profile Sheets (2)
 - Plan view over profile view stacked window layout
 - Horizontal curve data, bearings, distances, station and offsets for angle points, tapers, and curves
 - Preliminary locations for curbs, gutters, and sidewalk
 - Preliminary road widths
 - Preliminary cut and fill slope limits
 - Vertical grade and curve data
 - Superelevation Diagrams
- Drainage – Plan and Profile Sheets (2)
 - Plan view over pipe profile view stacked window layout
 - Locations of existing and proposed drainage facilities
 - Locations of utilities shown in plan view
 - Locations of utility crossings in pipe profile view
 - Proposed ground contours at 1' interval
- Signing/Striping Sheets (1)
 - Double plan view, stacked windows
 - Proposed striping showing lane arrangements including turn lanes, storage lengths, acceleration lanes, and deceleration lanes
 - Proposed Signing
- Electrical Sheets (2)
 - Preliminary electrical design layout
- Landscape and Aesthetics Sheets (18)
 - Up to three conceptual alternatives
- Standard Details (5)
 - Copies of Standard Details

Approximately 40 Sheets Total.

Exclusions from the 30% Scope of Work:

- Specific/Custom details will not be prepared
- Utility specific generated design (water, gas, etc.), as necessary, resulting from utility conflicts, will not be prepared
- Site reconstruction plans for adjacent properties will not be prepared
- Geometric Control and Grading Plans will not be prepared
- Drainage Details will not be prepared
- Retaining Wall Plans will not be prepared
- Detailed analysis for lighting and electrical will not be completed
- Cross Sections will not be included in the plans or provided to the agency(s)
- No landscape or aesthetic designs
- No public art design is included, nor identification of potential location(s)

5.2.6 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.

5.2.7 Technical Provisions

Special Technical Provisions will not be prepared at the 30% Submittal.

5.2.8 Quality Assurance/Quality Control

CONSULTANT will perform quality assurance/quality control on all plans and documents as described in the Quality Control Plan.

5.2.9 30% Design Submittal Deliverables

CONSULTANT will submit 30% Design Documents and instructions for providing review comments to the agencies and utility companies as summarized below:

RTC, City of Reno, and NDOT

- 1 copy 11"x17" 30% design plans & Design Exception Summary (as necessary)
- 1 copy Bridge Type Selection Report
- 1 copy 30% Hydraulic Report (without appendices)
- 1 copy Engineer's opinion of probable construction cost estimate

- Electronic Distribution of 11” x 17” PDF of 30% design plans; engineer’s cost estimate; full version of 30% Hydraulic Report; full version of Geotechnical Report; full version of Traffic Analysis Report
- Electronic Distribution of Review Comment Instructions & Comment Form

Utility Companies with facilities in the area:

- Electronic Distribution of 11” x 17” PDF of 30% design plans
- Electronic Distribution of Review Comment Instructions & Comment Form

5.2.10 Constructability Review, ICE, Construction Schedule, Risk Assessment/Value Engineering Workshop

Sub-consultant PCSG will provide an independent constructability review of the 30% design plans, an independent production-rate based 30% cost estimate, and provide a draft construction schedule. Sub-consultant PCSG will also host a risk assessment/value engineering workshop to be attended by the RTC, City of Reno, NDOT, and other DRC members, as appropriate, during the agency review period of the 30% design plans.

5.2.11 30% Review 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.

Task 6 60% Design Submittal

6.1 Design

Incorporating agency comments from the 30% design review, CONSULTANT will advance the design and prepare 60% design plans, a corresponding 60% preliminary opinion of the probable construction cost estimate, and 60% technical specifications.

6.2 Landscape and Aesthetics

Landscape and aesthetics will be evaluated concurrently, but outside of the NEPA process. Stakeholder and Public involvement will be required to determine final Landscape and Aesthetics for the Project. A final Landscape and Aesthetics package will be included in the 60% Design to maintain the overall Project schedule.

6.3 Bridge

Bridge design will advance to a 60% submittal based on the recommendations of the Bridge Type Selection Report.

6.4 Drainage Analysis

CONSULTANT will progress the drainage design and report to a 60% design level.

6.4 60% Plan Set

Plan sheets included in the 30% submittal will be advanced to the 60% level of detail. Additional sheets to be included are:

- Geometric Control and Grading Plans (10)
Geometric control and grading plan information for median islands, separated sidewalks, ADA ramps, driveways, and any other feature needing geometry/grading defined for construction
- Utility specific generated design (water, gas, etc.), as necessary from utility conflicts (10)
- Bridge Plan Sheets (56)
- Retaining Wall or other Special Structural Features (5)
- Detailed analysis for lighting and/or electrical (4)
- Additional Detail Sheets (10)
- Landscape and Aesthetic design (45)

Approximately 180 Sheets total

Exclusions from the 60% Scope of Work:

- Cross Sections will not be included in the plans or provided to the agency(s)
- No public art design is included, nor identification of potential location(s)

6.5 60% Cost Estimate

CONSULTANT will advance the detailed unit price engineer's estimate of probable construction cost to the 60% design level.

6.6 Technical Specifications

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.

6.7 Quality Assurance/Quality Control

CONSULTANT will perform quality assurance/quality control on all plans and documents as described in the Quality Control Plan.

6.8 60% Design Submittal

CONSULTANT will submit 60% Design Documents and instructions for providing review comments to the agencies and utility companies as summarized below:

RTC, City of Reno, and NDOT

- 1 copy 11"x17" 60% design plans
- 1 copy 60% Hydraulic Report (without appendices)
- 1 copy 60% Technical Specifications
- 1 copy Engineer's opinion of probable construction cost estimate
- Electronic Distribution of 11" x 17" PDF of 60% design plans; engineer's cost estimate; and full version of 60% Hydraulic Report; 60% Technical Specifications Outline, 30% Review Comment Responses
- Electronic Distribution of 60% Review Comment Instructions & Comment Form

Utility Companies with facilities in the area:

- Electronic Distribution of 11" x 17" PDF of 60% design plans
- Electronic Distribution of 60% Review Comment Instructions & Comment Form

6.9 Constructability Review, ICE, Construction Schedule, Risk Assessment/Value Engineering Workshop

Sub-consultant PCSG will provide an independent constructability review of the 60% design plans, prepare an independent production-rate based 60% cost estimate, and an updated draft construction schedule. Sub-consultant PCSG will also host a risk assessment/value engineering

workshop to be attended by the RTC, City of Reno, NDOT, and other DRC members, as appropriate, during the agency review period of the 60% design plans.

6.10 60% Review Comment Resolution

CONSULTANT will consolidate and respond to the 60% design review comments. A comment resolution meeting will be held with 6 CONSULTANT attendees before advancing the design to the 90% level.

Task 7 90 % Design

7.1 90% Design

Incorporating agency comments from the 60% design review, CONSULTANT will advance the design and prepare 90% design plans, a corresponding 90% preliminary opinion of the probable construction cost estimate, and 90% technical specifications. For the 90% design submittal, there will be no outstanding design questions.

7.2 Bridge Independent Quality Assurance (QA) Review

CONSULTANT will perform an independent review of the bridge plans in conformance with NDOT bridge design procedures. The CONSULTANT shall be responsible for incorporating any changes or corrections generated from the independent QA review into the design documents. The quality and accuracy of the plans shall remain the responsibility of the CONSULTANT.

7.2 90% Plan Set

Plan sheets included in the 60% submittal will be advanced to the 90% level of detail. Twenty additional sheets are assumed to be included, for a total of approximately 200 sheets.

7.3 90% Cost Estimate

CONSULTANT will advance the detailed unit price engineer's estimate of probable construction cost to the 90% design level.

7.4 Technical Specifications

CONSULTANT will provide detailed technical specifications for the outline created at the 60% submittal, and any additional items as determined during the 90% design. Technical 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.

7.5 Quality Assurance/Quality Control

CONSULTANT will perform quality assurance/quality control on all plans and documents as described in the Quality Control Plan.

7.6 90% Design Submittal

CONSULTANT will submit 90% Design Documents and instructions for providing review comments to the agencies and utility companies as summarized below:

RTC, City of Reno, and NDOT

- 1 copy 11"x17" 90% design plans
- 1 copy 90% Hydraulic Report (without appendices)
- 1 copy 90% Technical Specifications
- 1 copy Engineer's opinion of probable construction cost estimate
- Electronic Distribution of 11" x 17" PDF of 90% design plans; engineer's cost estimate; and full version of 90% Hydraulic Report; 90% Technical Specifications, 60% Review Comment Responses
- Electronic Distribution of 90% Review Comment Instructions & Comment Form

Utility Companies with facilities in the area:

- Electronic Distribution of 11" x 17" PDF of 90% design plans
- Electronic Distribution of 90% Review Comment Instructions & Comment Form

7.7 ICE, Construction Schedule

Sub-consultant PCSG will provide an independent production-rate based 90% cost estimate, and update the draft construction schedule.

Task 8 Final Design

8.1 100% Design

Incorporating agency comments from the 90% design review, CONSULTANT will advance the design and prepare 100% design plans, a corresponding 100% preliminary opinion of the probable construction cost estimate, and 100% technical specifications.

8.2 100% Plan Set

Plan sheets included in the 90% submittal will be advanced to the 100% level of detail. Twenty additional sheets are assumed to be included, for a total of approximately 200 sheets.

8.3 100% Cost Estimate

CONSULTANT will advance the detailed unit price engineer's estimate of probable construction cost to the 100% design level.

8.4 Technical Specifications

CONSULTANT will advance the technical specifications to the final.

8.5 Quality Assurance/Quality Control

CONSULTANT will perform quality assurance/quality control on all plans and documents as described in the Quality Control Plan.

8.6 100% Design Submittal

CONSULTANT will submit 100% Design Documents and instructions for providing review comments to the agencies and utility companies as summarized below. The agencies will be notified that this 100% review is the last opportunity for review prior to being put out to bid.

RTC, City of Reno, and NDOT

- 1 copy 11"x17" 100% design plans
- 1 copy 100% Hydraulic Report (without appendices)
- 1 copy 100% Technical Specifications
- 1 copy Engineer's opinion of probable construction cost estimate
- Electronic Distribution of 11" x 17" PDF of 100% design plans; engineer's cost estimate; and full version of 100% Hydraulic Report; 100% Technical Specifications, 90% Review Comment Responses
- Electronic Distribution of 100% Review Comment Instructions & Comment Form

Utility Companies with facilities in the area:

- Electronic Distribution of 11" x 17" PDF of 100% design plans
- Electronic Distribution of 100% Review Comment Instructions & Comment Form

8.7 ICE and Construction Schedule

Sub-consultant PCSG will provide an independent production rate based 100% cost estimate, and updated draft construction schedule.

8.8 Final Design Submittal

Once the agencies verify that all review comments have been addressed and no additional changes are required, CONSULTANT will sign and stamp the design plans and technical specifications for use by the RTC to advertise the project.

CONSULTANT will provide full size PDFs and a PDF of the Technical Specifications via electronic file transfer to the RTC for posting on their e-bid system for advertisement.

CONSULTANT will submit 1 hard copy, 11" x 17", of the Final Design Plan Set and 1 hard copy of the Final Technical Specifications to the RTC.

Task 9 Bidding Services

CONSULTANT will provide services during bidding. CONSULTANT Project Manager will attend the RTC hosted pre-bid meeting, respond to any Request for Information (RFIs) during the bidding period, and prepare any addenda that may be required.

CONSULTANT Project Manager will attend the project bid opening, review the bids received for any irregularities, and create a tabulation of the bid results in an excel spreadsheet-based format to verify the quantities and costs of the bid items.

After bid opening and award, CONSULTANT will prepare a Conformed Set of Specifications for distribution to the project and construction teams. All RTC and Contractor signed pages and any addenda will be incorporated into a final set of project specifications. CONSULTANT will also prepare a conformed set of plans if any changes are required resulting from RFIs during the bidding process. Plan and Specification Distribution:

RTC

- 1 copy 11"x17" Conformed, Issued For Construction Design Plans
- 1 copy Conformed, Issued For Construction Technical Specifications

RTC Awarded Contractor

- 1 copy 22"x34" Conformed, Issued For Construction Design Plans
- 2 copies 11"x17" Conformed, Issued For Construction Design Plans
- 3 copies Conformed, Issued For Construction Technical Specifications

RTC Awarded Construction Manager

- 1 copy 22"x34" Conformed, Issued For Construction Design Plans
- 2 copies 11"x17" Conformed, Issued For Construction Design Plans
- 3 copies Conformed, Issued For Construction Technical Specifications

Task 10 RTC Contingency

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 1 through 9. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

SAMPLE

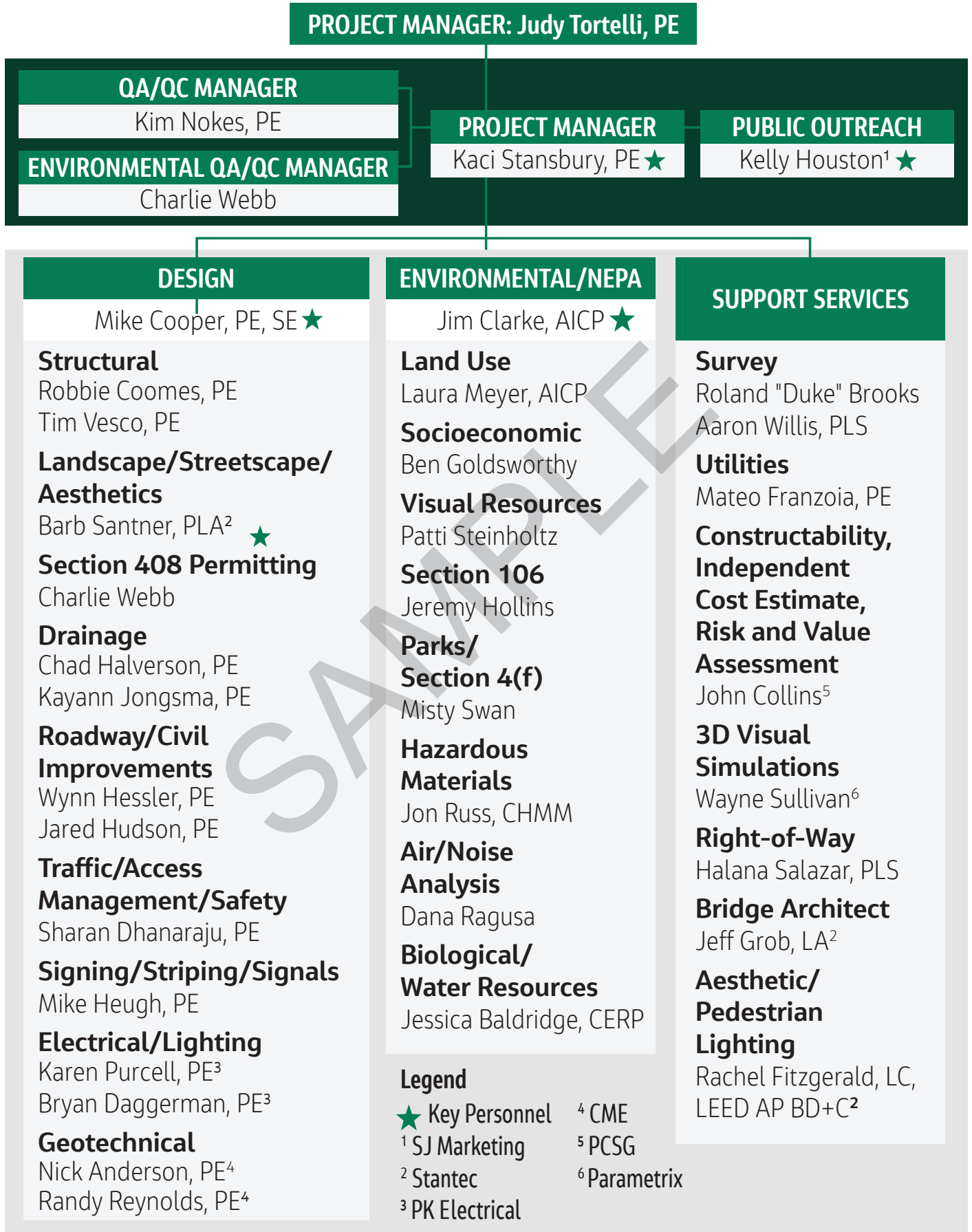
Exhibit B

Project Team, Rates, and Compensation

SAMPLE

Figure 5: Organizational Chart

Regional Transportation Commission of Washoe County



Jacobs Fee Summary for Arlington Avenue Bridges Project Prelim Design / NEPA / Final Design - 10/28/2021

Tasks		Classifications, Hours, and Fee																						
Project Title	Sr. Project Manager	Project Manager	NEPA Manager	Sr. Structural	Struct Eng IV	Structural Engineer III	Structural Engineer II	Structural Engineer I	CADD Structural	NEPA Specialist IV	NEPA Specialist III	NEPA Specialist II	NEPA Specialist I	Env. III	Env. II	Env. I	Sr. Project Engineer	Project Engineer IV	Project Engineer III	Project Engineer II	Project Engineer I	ROW	Office Survey Calcs	
Proposed Staff	John K	Kaci	Jim C.	Mike Cooper	Matt Negrete	Jennifer E	Robbie/Tim	Garrett G; Patrick W; Steve L	Kevin & Nicholas	Charlie W. , Laura M, Brian R., Jeremy H	Mark B. , Heather P.	Dana Ragusa, Ben Gold, Misty Swan, Patricia Arm	Erm Kraft, Carrie Wencel, Jane Weigland, Megan Thompson	Brian B.	Jessica B	Ilka, Andrew Dunavent	Brad H.	Chad, Alfredo	Sharan, Mike H.	Wynn, Kayann	Mateo	Halana	Duke	
Task	2021 Rate*	\$250.00	\$175.00	\$200.00	\$235.00	\$210.00	\$195.00	\$150.00	\$130.00	\$115.00	\$185.00	\$175.00	\$125.00	\$90.00	\$135.00	\$120.00	\$105.00	\$185.00	\$160.00	\$150.00	\$130.00	\$115.00	\$175.00	\$155.00
1.0 Project Management		96	880	40	40	0	0	0	0	0	0	0	0	0	0	0	0	40	0	40	0	0	0	
1.1 Project Management Activities, Scheduling, Monthly Invoicing, Accounting, File Management		96	480																					
1.2 Kickoff Meetings			20	8	8													8		8				
1.3 Design Review Committee Meetings			200	32	32													32		32				
1.4 Project Management Meetings			100																					
1.5 Internal Design Coordination Meetings			60																					
1.6 Project & Quality Management Plans Dev. & Updates			20																					
SUB Stantec																								
2.0 Public Outreach		0	220	32	48	0	0	0	0	0	0	0	0	0	0	0	0	32	0	0	0	0	0	
2.1 Public Outreach Plan/Methods/Stakeholder Database			8																					
2.2 Public Information Mtgs (4 mtgs + 3 prep/mtg)			64	32	32													32						
2.3 Aesthetics Stakeholder Working Group (3 mtgs)			16		12																			
2.4 Build-A-Bridge					4																			
2.5 RTC Board Meetings (4 mtgs)			24																					
2.6 WC Board of Commissions (4 mtgs)			24																					
2.7 Reno City Council (4 mtgs + 3 prep/mtg))			48																					
2.8 NABs Ward 1 & Ward 5 (3 mtgs each)			36																					
SUB Parametrix (Renderings)																								
SUB SJ Marketing																								
SUB Stantec																								
3.0 Project Development		0	8	20	12	0	0	0	0	0	80	0	160	0	12	60	0	40	156	80	262	0	2	84
3.1 Geotechnical Investigation			8	12	12														36		12			
SUB Construction Materials Inc.																								
3.2 Topographic Survey & Aerial Images																							84	
SUB First Take Aerial																								
3.3 Existing Right of Way																							2	
3.4 Subsurface Utilities																								
SUB Potholing																								
3.5 Hydrology and Hydraulics																								
3.5.1 Data Collection																			20					
3.5.2 Truckee River Hydraulics																								
3.5.2.1 Refine Existing Condition Models																	24	20		120				
3.5.3 Whitewater Park Hydraulics																	16	40		80				
3.5.6 Drainage Design Reports																		40						
3.6 Traffic Analysis																				80				
SUB Traffic Counts																								
3.7 Permitting																								
3.7.1 Clean Water Act Section 404 Permit				8										12	60									
3.7.2 USACE Section 408 Permit											80		160											
3.7.3 Construction Permits																					50			

Jacobs Fee Summary for Arlington Avenue Bridges Pro																
Tasks																
Project Title	Field Survey Chief	Field Survey	Office Utility	Field Survey	PLS	QA/QC Manager	Visualization Specialist	CADD Tech	GIS Tech	Technical Editor	Project Accountant	Admin / Project Controls	Hours	Subtask Cost	Sub-Consultants	Total Costs
Proposed Staff	Duke-Field	Ethan-Field	Dale	Dale-Field	Aaron	Kim Nokes	Camilo Vargas Lopez	John Chelonis, Stephan Borque	Jill Rosenberger	Meagan Thompson		Shawn/ Candy				
Task	2021 Rate*	\$185.00	\$140.00	\$120.00	\$150.00	\$225.00	\$250.00	\$150.00	\$115.00	\$85.00	\$95.00	\$65.00	\$70.00			
1.0 Project Management	0	0	0	0	0	0	0	0	0	0	96	317	1549	\$ 235,430	\$ 22,000	
1.1 Project Management Activities, Scheduling, Monthly Invoicing, Accounting, File Management											96	192	864	\$ 127,680		
1.2 Kickoff Meetings												20	72	\$ 10,700		
1.3 Design Review Committee Meetings												25	353	\$ 59,950		
1.4 Project Management Meetings													100	\$ 17,500		
1.5 Internal Design Coordination Meetings													60	\$ 10,500		
1.6 Project & Quality Management Plans Dev. & Updates												80	100	\$ 9,100		
SUB Stantec													0	\$ -	\$ 22,000	
2.0 Public Outreach	0	0	0	0	0	0	80	0	0	0	0	28	440	\$ 75,260	\$ 139,000	
2.1 Public Outreach Plan/Methods/Stakeholder Database													8	\$ 1,400		
2.2 Public Information Mtgs (4 mtgs + 3 prep/mtg)												16	176	\$ 31,360		
2.3 Aesthetics Stakeholder Working Group (3 mtgs)												12	40	\$ 6,460		
2.4 Build-A-Bridge							80						84	\$ 12,940		
2.5 RTC Board Meetings (4 mtgs)													24	\$ 4,200		
2.6 WC Board of Commissions (4 mtgs)													24	\$ 4,200		
2.7 Reno City Council (4 mtgs + 3 prep/mtg))													48	\$ 8,400		
2.8 NABs Ward 1 & Ward 5 (3 mtgs each)													36	\$ 6,300		
SUB Parametrix (Renderings)													0	\$ -	\$ 28,000	
SUB SJ Marketing													0	\$ -	\$ 85,000	
SUB Stantec													0	\$ -	\$ 26,000	
3.0 Project Development	132	366	40	120	24	0	0	8	30	0	0	40	1736	\$ 253,760	\$ 234,261	
3.1 Geotechnical Investigation	12												92	\$ 16,160		
SUB Construction Materials Inc.													0	\$ -	\$ 203,261	
3.2 Topographic Survey & Aerial Images	120	350		80	24								658	\$ 101,620		
SUB First Take Aerial													0	\$ -	\$ 6,000	
3.3 Existing Right of Way								8					10	\$ 1,270		
3.4 Subsurface Utilities		16	40	40									96	\$ 13,040		
SUB Potholing													0	\$ -	\$ 15,000	
3.5 Hydrology and Hydraulics													0	\$ -		
3.5.1 Data Collection													20	\$ 3,200		
3.5.2 Truckee River Hydraulics													0	\$ -		
3.5.2.1 Refine Existing Condition Models													164	\$ 23,240		
3.5.3 Whitewater Park Hydraulics													136	\$ 19,760		
3.5.6 Drainage Design Reports												16	56	\$ 7,520		
3.6 Traffic Analysis													80	\$ 12,000		
SUB Traffic Counts													0	\$ -	\$ 10,000	
3.7 Permitting													0	\$ -		
3.7.1 Clean Water Act Section 404 Permit									20			8	108	\$ 12,680		
3.7.2 USACE Section 408 Permit									10			16	266	\$ 36,770		
3.7.3 Construction Permits													50	\$ 6,500		

Project Title	Sr. Project Manager	Project Manager	NEPA Manager	Sr. Structural	Struct Eng IV	Structural Engineer III	Structural Engineer II	Structural Engineer I	CADD Structural	NEPA Specialist IV	NEPA Specialist III	NEPA Specialist II	NEPA Specialist I	Env. III	Env. II	Env. I	Sr. Project Engineer	Project Engineer IV	Project Engineer III	Project Engineer II	Project Engineer I	ROW	Office Survey Calcs	
Proposed Staff	John K	Kaci	Jim C.	Mike Cooper	Matt Negrete	Jennifer E	Robbie/Tim	Garrett G; Patrick W; Steve L	Kevin & Nicholas	Charlie W. , Laura M, Brian R., Jeremy H	Mark B. , Heather P.	Dana Ragusa, Ben Gold, Misty Swan, Patricia Arm	Erm Kraft, Carrie Wencel, Jane Weigland, Megan Thomson	Brian B.	Jessica B	Ilka, Andrew Dunavent	Brad H.	Chad, Alfredo	Sharan, Mike H.	Wynn, Kayann	Mateo	Halana	Duke	
Task	2021 Rate*	\$250.00	\$175.00	\$200.00	\$235.00	\$210.00	\$195.00	\$150.00	\$130.00	\$115.00	\$185.00	\$175.00	\$125.00	\$90.00	\$135.00	\$120.00	\$105.00	\$185.00	\$160.00	\$150.00	\$130.00	\$115.00	\$175.00	\$155.00
4.0 Environmental Studies, Documentation and Support Service	0	40	180	6	0	0	0	0	0	252	130	732	313	66	128	92	0	24	0	40	0	0	0	
4.1 PEL/NEPA Transition			16							2		40												
4.2 Environmental Assessment																								
4.2.1 NEPA Coordination																								
4.2.1.1 NDOT/FHWA Update Meetings		12	36									40	25											
4.2.1.2 Resource or Stakeholder Meetings		6	12									12		12										
4.2.1.3 NEPA Scoping/Intent to Study			4									4	12											
4.2.2 Data Collection, Field Investigation and Analysis																								
4.2.2.1 Land Use			2							8			10											
4.2.2.2 Community Facilities, Social, and Economic Conditions			2									16	32											
4.2.2.3 Environmental Justice			2									18	20											
4.2.2.4 Cultural Resources - Base Scope of Work										70	130	120	40											
4.2.2.5 Visual Conditions			2									36												
4.2.2.6 Recreation, Section 4(f), and Section 6(f)			4							4			16											
4.2.2.7 Bicycle and Pedestrian Use		2											8											
4.2.2.8 Biological Resources			2											4	40									
4.2.2.9 Floodplains, Water Resources, and Water Quality			2	2										16										
4.2.2.10 Wetlands and Waters of the U.S.			2											8	24									
4.2.2.11 Geology and Soils																12								
4.2.3 Obtain Entry Permit (assume None)																								
4.2.4 NEPA Document																								
4.2.4.1 Land Use										8			10											
4.2.4.2 Community Facilities, Social, and Economic Conditions			4									20	24											
4.2.4.3 Environmental Justice			2									18	20											
4.2.4.4 Cultural Resources - Base Scope of Work																								
4.2.4.5 Visual Impact			4									40												
4.2.4.6 Recreation, Section 4(f), and Section 6(f)			4							4			16											
4.2.4.7 Bicycle and Pedestrian Use		2											8											
4.2.4.8 Biological Resources			2											2	40									
4.2.4.9 Floodplains, Water Resources, and Water Quality			2	2										16										
4.2.4.10 Wetlands and Waters of the U.S.														8	24									
4.2.4.12 Air Quality			8									80				50								
4.2.4.13 Noise			0									8				0								
4.2.4.14 Hazardous Materials			4									60				16								
4.2.4.15 Geology and Soils																14								
4.2.4.16 Construction			2	2								8	12					24		40				
4.2.4.17 Section 4(f)			4	4							16	60	60											
4.2.5 Draft - EA		8	24								80	80												
4.2.6 Cat Ex Determination		6	34								60	72												
4.2.7 Decision Document																								
5.0 30% - Preliminary Design	0	30	0	32	40	0	124	108	108	0	0	0	0	0	0	0	0	148	104	560	64	100	0	
Design Criteria					8													8		24				
Software - ProjectWise Setup Including Sub Access																								
Roadway (including ROW, Utilities, Signing, Striping, Details)		6																40	100	280	24	100		
Bridge				28	12			124	108	108														
Hydrology, Hydraulics, Whitewater, Scour Analysis																		100		200	40			

Project Title	Field Survey Chief	Field Survey	Office Utility	Field Survey	PLS	QA/QC Manager	Visualization Specialist	CADD Tech	GIS Tech	Technical Editor	Project Accountant	Admin / Project Controls	Hours	Subtask Cost	Sub-Consultants	Total Costs
Proposed Staff	Duke-Field	Ethan-Field	Dale	Dale-Field	Aaron	Kim Nokes	Camilo Vargas Lopez	John Chelonis, Stephan Borque	Jill Rosenberger	Meagan Thompson		Shawn/ Candy				
Task	2021 Rate*	\$185.00	\$140.00	\$120.00	\$150.00	\$225.00	\$250.00	\$150.00	\$115.00	\$85.00	\$95.00	\$65.00	\$70.00			
4.0 Environmental Studies, Documentation and Support Service	0	0	0	0	0	0	0	0	270	98	0	34	2405	\$ 311,060	\$ -	
4.1 PEL/NEPA Transition										4			62	\$ 8,950		
4.2 Environmental Assessment													0	\$ -		
4.2.1 NEPA Coordination													0	\$ -		
4.2.1.1 NDOT/FHWA Update Meetings									8			8	129	\$ 17,790		
4.2.1.2 Resource or Stakeholder Meetings												6	48	\$ 6,990		
4.2.1.3 NEPA Scoping/Intent to Study									4			4	28	\$ 3,000		
4.2.2 Data Collection, Field Investigation and Analysis													0	\$ -		
4.2.2.1 Land Use									8				28	\$ 3,460		
4.2.2.2 Community Facilities, Social, and Economic Conditions									12				62	\$ 6,300		
4.2.2.3 Environmental Justice									8				48	\$ 5,130		
4.2.2.4 Cultural Resources - Base Scope of Work									40	32			432	\$ 60,740		
4.2.2.5 Visual Conditions									16				54	\$ 6,260		
4.2.2.6 Recreation, Section 4(f), and Section 6(f)									4				28	\$ 3,320		
4.2.2.7 Bicycle and Pedestrian Use									4				14	\$ 1,410		
4.2.2.8 Biological Resources									4				50	\$ 6,080		
4.2.2.9 Floodplains, Water Resources, and Water Quality									4				24	\$ 3,370		
4.2.2.10 Wetlands and Waters of the U.S.									12				46	\$ 5,380		
4.2.2.11 Geology and Soils									4				16	\$ 1,600		
4.2.3 Obtain Entry Permit (assume None)													0	\$ -		
4.2.4 NEPA Document													0	\$ -		
4.2.4.1 Land Use									8				26	\$ 3,060		
4.2.4.2 Community Facilities, Social, and Economic Conditions									12				60	\$ 6,480		
4.2.4.3 Environmental Justice									8				48	\$ 5,130		
4.2.4.4 Cultural Resources - Base Scope of Work										16			16	\$ 1,520		
4.2.4.5 Visual Impact									16				60	\$ 7,160		
4.2.4.6 Recreation, Section 4(f), and Section 6(f)									4				28	\$ 3,320		
4.2.4.7 Bicycle and Pedestrian Use									4				14	\$ 1,410		
4.2.4.8 Biological Resources									4				48	\$ 5,810		
4.2.4.9 Floodplains, Water Resources, and Water Quality									4				24	\$ 3,370		
4.2.4.10 Wetlands and Waters of the U.S.									8				40	\$ 4,640		
4.2.4.12 Air Quality									16	6			160	\$ 18,780		
4.2.4.13 Noise									0	0			8	\$ 1,000		
4.2.4.14 Hazardous Materials									8				88	\$ 10,660		
4.2.4.15 Geology and Soils									2				16	\$ 1,640		
4.2.4.16 Construction													88	\$ 11,990		
4.2.4.17 Section 4(f)									16	8			168	\$ 19,480		
4.2.5 Draft - EA									20	20		8	240	\$ 35,160		
4.2.6 Cat Ex Determination									12	12		8	204	\$ 30,670		
4.2.7 Decision Document													0	\$ -		
5.0 30% - Preliminary Design	0	0	20	0	0	50	0	300	0	0	0	40	1828	\$ 255,370	\$ 134,720	
Design Criteria							2						42	\$ 6,580		
Software - ProjectWise Setup Including Sub Access								24				8	32	\$ 3,320		
Roadway (including ROW, Utilities, Signing, Striping, Details)			20					216					786	\$ 106,350		
Bridge												16	396	\$ 55,280		
Hydrology, Hydraulics, Whitewater, Scour Analysis								60					400	\$ 53,500		

	Project Title	Sr. Project Manager	Project Manager	NEPA Manager	Sr. Structural	Struct Eng IV	Structural Engineer III	Structural Engineer II	Structural Engineer I	CADD Structural	NEPA Specialist IV	NEPA Specialist III	NEPA Specialist II	NEPA Specialist I	Env. III	Env. II	Env. I	Sr. Project Engineer	Project Engineer IV	Project Engineer III	Project Engineer II	Project Engineer I	ROW	Office Survey Calcs
	Proposed Staff	John K	Kaci	Jim C.	Mike Cooper	Matt Negrete	Jennifer E	Robbie/Tim	Garrett G; Patrick W; Steve L	Kevin & Nicholas	Charlie W., Laura M, Brian R., Jeremy H	Mark B., Heather P.	Dana Ragusa, Ben Gold, Misty Swan, Patricia Arm	Erm Kraft, Carrie Wencel, Jane Weigland, Megan Thomson	Brian B.	Jessica B	Ilka, Andrew Dunavent	Brad H.	Chad, Alfredo	Sharan, Mike H.	Wynn, Kayann	Mateo	Halana	Duke
Task	2021 Rate*	\$250.00	\$175.00	\$200.00	\$235.00	\$210.00	\$195.00	\$150.00	\$130.00	\$115.00	\$185.00	\$175.00	\$125.00	\$90.00	\$135.00	\$120.00	\$105.00	\$185.00	\$160.00	\$150.00	\$130.00	\$115.00	\$175.00	\$155.00
	Lighting & Electrical																							
SUB	PK Electrical																							
	Landscape & Aesthetics																							
SUB	Stantec																							
	Cost Estimate		8			8															4	24		
	Constructability, ICE, Risk/Value, Schedule		4		4																	8		
SUB	PCSG																							
	Submittal & Review Comment Resolution		12			12																24		
	QA/QC																							
6.0	60% - Design	0	74	0	102	60	0	404	818	606	0	0	0	0	0	0	0	0	168	112	656	122	48	0
	Roadway (including ROW, Utilities, Signing, Striping, Details)		10																84	92	400	72	48	
	Bridge				98	24		396	818	606														
	Hydrology and Hydraulics																		60		160	50		
	Lighting & Electrical																					8		
SUB	PK Electrical																							
	Landscape & Aesthetics																					8		
SUB	Stantec																							
	Cost Estimate		8					8													8	24		
	Specifications		40			24													24	12	24			
	Constructability, ICE, Risk/Value, Schedule		4		4																	8		
SUB	PCSG																							
	Submittal & Review Comment Resolution		12			12																24		
	QA/QC																							
7.0	90% - Design	0	82	0	104	56	160	385	668	547	0	0	0	0	0	0	0	0	80	36	690	52	40	0
	Roadway (including ROW, Utilities, Signing, Striping, Details)		10																24	24	450	32	40	
	Bridge				104	24	160	385	668	547														
	Hydrology and Hydraulics																		40		160	20		
	Lighting & Electrical																					8		
SUB	PK Electrical																							
	Landscape & Aesthetics																					8		
SUB	Stantec																							
	Cost Estimate		4			4															4	24		
	Specifications and Traffic Management Plan		56			16													16	8	16			
	Constructability, ICE, Risk/Value, Schedule																							
SUB	PCSG																							
	Submittal & Review Comment Resolution		12			12																24		
	QA/QC																							
8.0	Final Design	0	68	0	34	28	0	103	150	151	0	0	0	0	0	0	0	0	16	8	144	6	16	0
	100% Roadway (including ROW, Utilities, Signing, Striping, Details)		4																8	8	80	2	16	
	100% Bridge				26	12		103	150	151														
	100% Hydrology and Hydraulics																		4		24	4		
	100% Lighting & Electrical																					4		

Project Title	Field Survey Chief	Field Survey	Office Utility	Field Survey	PLS	QA/QC Manager	Visualization Specialist	CADD Tech	GIS Tech	Technical Editor	Project Accountant	Admin / Project Controls	Hours	Subtask Cost	Sub-Consultants	Total Costs
Proposed Staff	Duke-Field	Ethan-Field	Dale	Dale-Field	Aaron	Kim Nokes	Camilo Vargas Lopez	John Chelonis, Stephan Borque	Jill Rosenberger	Meagan Thompson		Shawn/Candy				
Task	2021 Rate*	\$185.00	\$140.00	\$120.00	\$150.00	\$225.00	\$250.00	\$150.00	\$115.00	\$85.00	\$95.00	\$65.00	\$70.00			
Lighting & Electrical													0	\$ -		
SUB PK Electrical													0	\$ -	\$ 25,000	
Landscape & Aesthetics													0	\$ -		
SUB Stantec													0	\$ -	\$ 100,000	
Cost Estimate						8							52	\$ 8,800		
Constructability, ICE, Risk/Value, Schedule													16	\$ 2,680		
SUB PCSG													0	\$ -	\$ 9,720	
Submittal & Review Comment Resolution												16	64	\$ 8,860		
QA/QC						40							40	\$ 10,000		
													0	\$ -		
6.0 60% - Design	0	0	12	0	0	64	0	300	0	0	0	48	3594	\$ 492,840	\$ 181,340	
Roadway (including ROW, Utilities, Signing, Striping, Details)			12					240					958	\$ 126,710		
Bridge												32	1974	\$ 265,740		
Hydrology and Hydraulics								60					330	\$ 43,050		
Lighting & Electrical													8	\$ 1,040		
SUB PK Electrical													0	\$ -	\$ 35,000	
Landscape & Aesthetics													8	\$ 1,040		
SUB Stantec													0	\$ -	\$ 135,000	
Cost Estimate						8							56	\$ 8,920		
Specifications						16							140	\$ 24,800		
Constructability, ICE, Risk/Value, Schedule													16	\$ 2,680		
SUB PCSG													0	\$ -	\$ 11,340	
Submittal & Review Comment Resolution												16	64	\$ 8,860		
QA/QC						40							40	\$ 10,000		
													0	\$ -		
7.0 90% - Design	0	0	0	0	0	64	0	320	0	0	0	48	3332	\$ 466,285	\$ 108,720	
Roadway (including ROW, Utilities, Signing, Striping, Details)								240					820	\$ 105,970		
Bridge												32	1920	\$ 270,415		
Hydrology and Hydraulics								80					300	\$ 38,700		
Lighting & Electrical													8	\$ 1,040		
SUB PK Electrical													0	\$ -	\$ 19,000	
Landscape & Aesthetics													8	\$ 1,040		
SUB Stantec													0	\$ -	\$ 80,000	
Cost Estimate						8							44	\$ 7,260		
Specifications and Traffic Management Plan						16							128	\$ 23,000		
Constructability, ICE, Risk/Value, Schedule													0	\$ -		
SUB PCSG													0	\$ -	\$ 9,720	
Submittal & Review Comment Resolution												16	64	\$ 8,860		
QA/QC						40							40	\$ 10,000		
													0	\$ -		
8.0 Final Design	0	0	0	0	0	52	0	70	0	0	0	28	874	\$ 127,065	\$ 33,550	
100% Roadway (including ROW, Utilities, Signing, Striping, I								40					158	\$ 21,210		
100% Bridge												12	454	\$ 61,785		
100% Hydrology and Hydraulics								8					40	\$ 5,140		
100% Lighting & Electrical													4	\$ 520		

Project Title		Field Survey Chief	Field Survey	Office Utility	Field Survey	PLS	QA/QC Manager	Visualization Specialist	CADD Tech	GIS Tech	Technical Editor	Project Accountant	Admin / Project Controls	Hours	Subtask Cost	Sub-Consultants	Total Costs	
Proposed Staff		Duke-Field	Ethan-Field	Dale	Dale-Field	Aaron	Kim Nokes	Camilo Vargas Lopez	John Chelonis, Stephan Borque	Jill Rosenberger	Meagan Thompson		Shawn/ Candy					
Task		2021 Rate*	\$185.00	\$140.00	\$120.00	\$150.00	\$225.00	\$250.00	\$150.00	\$115.00	\$85.00	\$95.00	\$65.00	\$70.00				
SUB	PK Electrical													0	\$ -	\$ 7,500		
	100% Landscape & Aesthetics													4	\$ 520			
SUB	Stantec													0	\$ -	\$ 15,000		
	100% Cost Estimate						4							12	\$ 2,540			
	100% Specifications						8							36	\$ 7,040			
	100% ICE, Schedule													0	\$ -			
SUB	PCSG													0	\$ -	\$ 4,050		
	100% Submittal & Review Comment Resolution												16	52	\$ 6,980			
	QA/QC						40							40	\$ 10,000			
														0	\$ -			
	Stamped/Signed Roadway								10					26	\$ 3,590			
	Stamped/Signed Bridge													8	\$ 1,880			
	Stamped/Signed Hydrology and Hydraulics								4					16	\$ 2,140			
	Stamped/Signed Lighting & Electrical								4					4	\$ 460			
SUB	PK Electrical													0	\$ -	\$ 2,000		
	Stamped/Signed Landscape & Aesthetics								4					4	\$ 460			
SUB	Stantec													0	\$ -	\$ 5,000		
	Stamped/Signed Cost Estimate													8	\$ 1,400			
	Stamped/Signed Specifications													8	\$ 1,400			
	ICE, Schedule													0	\$ -			
SUB	PCSG													0	\$ -			
	QA/QC													0	\$ -			
														0	\$ -			
9.0	Bidding Services	0	0	0	0	0	0	0	8	0	0	0	0	56	\$ 9,420	\$ 3,000		
9.1	Bidding Services								8					56	\$ 9,420			
														0	\$ -			
SUB	PK Electrical													0	\$ -	\$ 1,000		
SUB	Stantec													0	\$ -	\$ 2,000		
10.0	Contingency - RTC	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 96,500	\$ -		
10.1	Design/NEPA Contingency As Approved By RTC													0	\$ 96,500			
														0				
	Hours Per Staff	132	366	72	120	24	230	80	1006	300	98	96	583	15814				
	Base Scope Direct Labor Costs	\$ 24,420	\$ 51,240	\$ 8,640	\$ 18,000	\$ 5,400	\$ 57,500	\$ 12,000	\$ 115,690	\$ 25,500	\$ 9,310	\$ 6,240	\$ 40,810		\$ 2,322,990	\$ 856,591		
	0% Sub Markup															\$ -		
	Direct Expenses														\$ 38,000			
	Permit Fees (Section 408 is ~ \$8k)																	
	Reproduction for Submittals																	
	R/W Title Reports (Assume 2 @ \$1,500)																	
	Misc. Exp.																	
	Travel Costs (Airfare, Car, Hotel, Food, Mileage)																	
TOTAL PROPOSED BASE FEE / TOTAL SUB-CONSULTANT																\$ 2,360,990	\$ 856,591	\$ 3,217,581

Exhibit C

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

SAMPLE

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

2020-08-27 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 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. CONSULTANT agrees that RTC shall have the right to review, with reasonable notice and subject to a non-disclosure agreement, the redacted Declarations Page of the insurance policies required herein and the endorsements or other sections of the policy document that affirm the coverages requirements detailed above. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, 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 \$50,000 per occurrence or claim must be declared to RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be declared to RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

14. NETWORK SECURITY AND PRIVACY LIABILITY

If CONSULTANT will have access to RTC computer or network systems for any reason and/or data including personal information (as defined in NRS 603A.040) or confidential information, CONSULTANT shall maintain network security and privacy liability insurance insuring against loss resulting from (1) privacy breaches [liability arising from the loss or disclosure of confidential information] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems and (6) system failure. Coverage shall be provided with a limit of not less than **\$1,000,000** per claim and annual aggregate.

15. CRIME INSURANCE

If CONSULTANT will have care, custody or control of RTC money, securities or other property, CONSULTANT shall maintain crime insurance including coverage for the loss of money, securities and other property by employees or other parties with a limit not less than **\$1,000,000** per occurrence. Coverage shall be endorsed to include coverage for loss of RTC money, securities and other property in the care, custody or control of CONSULTANT.

Exhibits D, E and F

Federally Required Clauses

SAMPLE

Exhibit D

Federally Required Clauses

1. **PROMPT PAYMENT PROVISION**

CONSULTANT must pay all subconsultants for satisfactory performance of their contracts no later than thirty (30) days from the receipt of payment made to CONSULTANT by RTC. Prompt return of retainage payments from CONSULTANT to the subconsultants will be made within fifteen (15) days after each subconsultant's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with RTC's prior written approval. If CONSULTANT determines the work of the subconsultant to be unsatisfactory, it must notify RTC's project manager immediately in writing and state the reasons. The failure by CONSULTANT to comply with this requirement will be construed to be a breach of the Contract and may be subject to sanctions as specified in the Contract or any other options listed in 49 C.F.R. 26.29.

2. **NONDISCRIMINATION**

During the performance of this Contract, CONSULTANT, for itself, its assignees, and successors in interest, agrees as follows:

A. **Compliance with Regulations.** CONSULTANT shall comply with the regulations relative to nondiscrimination in DOT-assisted programs, 49 C.F.R. Part 21, as they may be amended from time to time (referred to in this section as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

B. **Nondiscrimination.** CONSULTANT shall not discriminate on the grounds of age, race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

C. **Solicitations for Subcontracts, including Procurement of Materials and Equipment.** In all solicitations, whether by competitive proposing or negotiation made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier must be notified by CONSULTANT of CONSULTANT's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex, or national origin.

D. **Information and Reports.** CONSULTANT must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by RTC to be pertinent to ascertain compliance with such Regulations, orders, and instructions.

Where any information is required, or the information is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT must so certify to RTC, and must set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this Contract, RTC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (1) withholding of payments to CONSULTANT under the Contract until CONSULTANT complies, and/or (2) cancellation, termination, or suspension of the Contract, in whole or in part.

CONSULTANT shall include the provisions of this clause in every subcontract. CONSULTANT must take such action with respect to any subcontract or procurement as RTC may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, if CONSULTANT becomes involved in or is threatened with litigation with a subconsultant as a result of such direction, CONSULTANT may request RTC to enter into the litigation to protect the interests of RTC.

3. AFFIRMATIVE ACTION IN EMPLOYMENT

CONSULTANT shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973 (the "Rehabilitation Act").

A. CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Rehabilitation Act.

C. In the event of CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Rehabilitation Act.

D. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. CONSULTANT shall include the provisions of this clause in every subcontract or

purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Transportation issued pursuant to Section 503 of the Rehabilitation Act, so that such provisions will be binding upon each subconsultant or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 C.F.R. 60-741.4.4).

4. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

In accordance with 18 U.S.C. 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

5. INTEREST OF PUBLIC OFFICIALS

No member, officer, or employee of any public body, during his tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the benefits thereof.

6. CIVIL RIGHTS

The following requirements apply to the underlying Contract:

A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability.

B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

- (1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, creed,

national origin, sex, or age. Such action must include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- (2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age.
- (3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

C. CONSULTANT also agrees to include these requirements in each subcontract.

7. INELIGIBLE CONSULTANTS

In the event CONSULTANT is on the Comptroller General's List of Ineligible Consultants for Federally financed or assisted projects, this contract may be canceled, terminated, or suspended by RTC.

8. NOTICE OF FEDERAL REQUIREMENTS

New Federal laws, regulations, policies, and administrative practices may be established after the date of this Contract, which may apply to this Contract. If Federal requirements change, the changed requirements will apply to the Contract or the performance of work under the Contract as required. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements.

9. THIRD-PARTY RIGHTS

Notwithstanding anything herein to the contrary, the services provided under this Agreement shall not give rise to, nor shall be deemed to or construed so as to confer any rights on any other party, as a third-party beneficiary or otherwise.

10. RECORDS RETENTION; AUDIT AND INSPECTION OF RECORDS

A. CONSULTANT shall permit the authorized representatives of RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives to inspect and audit all data and records of CONSULTANT relating to its performance under the contract until

the expiration of three (3) years after final payment under this Contract.

B. CONSULTANT further agrees to include in all subcontracts hereunder a provision to the effect that the subconsultant agrees that RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subconsultant directly pertinent to this contract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

C. The periods of access and examination described above, for records which relate to (1) appeals under the dispute clause of this Contract, (2) litigation or the settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract to which an exception has been taken by the U.S. Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

A. RTC and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to RTC, Consultant, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

B. CONSULTANT agrees to include the above clause in each subcontract. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

A. This Contract is a covered transaction for purposes of 2 C.F.R. Part 1200 and 2 C.F.R. Part 180. As such, CONSULTANT is required to verify that none of CONSULTANT, its principals, as defined at 2 C.F.R. 180.995, or affiliates, as defined at 2 C.F.R. 180.905, are excluded or disqualified as defined at 2 C.F.R. 180.940 and 180.945.

B. CONSULTANT is required to comply with 2 C.F.R. 180, Subpart C, and must include the requirement to comply with 2 C.F.R. 180, Subpart C, in all contracts for lower-tier transactions over \$25,000 and in all solicitations for lower tier contracts.

C. CONSULTANT agrees that it shall not knowingly enter into any lower-tier covered

transaction with a person or firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract.

13. COMPLIANCE WITH FEDERAL LOBBYING POLICY

Section 1352 of Title 31, United States Code, provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person by influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement.

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

CONSULTANT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

14. REPORTING REQUIREMENTS

CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by RTC or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to RTC, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

Exhibit E

During the performance of this contract, CONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes subconsultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of

equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

SAMPLE

Exhibit F

During the performance of this contract, CONSULTANT, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability), and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against

minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 4.9

From: Brian Stewart, P.E., Director of Engineering

RECOMMENDED ACTION

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

BACKGROUND AND DISCUSSION

RTC may develop a pre-qualified list for the procurement of certain architectural and engineering services specified under state law N.R.S. 625.530 and N.R.S. 332.115(1)(b). RTC Management Policy P-13 and related procedures allow staff to procure such professional services in connection with the following programs and projects:

1. Traffic Engineering Program. Traffic engineering design and construction management services for traffic signals, lighting, signing, pavement marking, corridor studies, and other traffic engineering studies.
2. Intelligent Transportation Systems Engineering (ITS) Program. Traffic engineering design and construction management services for systems engineering, ITS software development, strategic planning including ITS communication and device design.

Staff will implement a comprehensive qualifications based procurement process by issuing a request for statements of qualifications (SOQ). After staff evaluation from interested consultants, staff anticipates developing a list of eight qualified consultants for Board approval.

Selection onto the list does not constitute an offer to enter into a contract. The list is unranked and the RTC may assign multiple projects to the same firm when deemed prudent due to the size, nature, or interrelatedness of the projects and the consultant's demonstrated qualifications and ability to execute them.

RTC reserves the right not to award any contracts to any firm if it is not in the best interest of the RTC. The list will be effective for a period of three years. The current qualified lists for Traffic Engineering and ITS consultants expire on April 19, 2022.

FISCAL IMPACT

No fiscal impact will result from this action

PREVIOUS BOARD ACTION

There has been no previous Board action or direction on this matter.

ATTACHMENT

- A. Request for Statements of Qualifications (SOQ)

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY, NEVADA**

Request for Statements of Qualifications (RFQ)

RTC 22-07

Instructions for Submitting a Statements of Qualifications to Perform

**TRAFFIC ENGINEERING DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE
TRAFFIC ENGINEERING PROGRAM AND THE INTELLIGENT TRANSPORTATION SYSTEMS (ITS)
PROGRAM**

Due: December 17, 2021

No later than 2:00 PM PDT



Regional Transportation Commission

1105 Terminal Way, Suite 300

Reno, NV 89502

Tel: 775.332.2140

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- Section 2 – Scope of Services
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- Section 16 – Protest Procedures

ATTACHMENTS

- Attachment A – Evaluation/Scoring Sheet

INCORPORATED BY REFERENCE

The following documents referenced and incorporated herein are available on www.rtcwashoe.procureware.com:

1. Form Contract, including indemnification and insurance requirements.

SECTION 1 – INTRODUCTION

The Regional Transportation Commission of Washoe County, Nevada (RTC) is issuing this Request for Statements of Qualifications (RFQ) to develop a qualified list of professional engineering firms to provide on-demand traffic engineering design and construction management services for its Traffic Engineering Program and its Intelligent Transportation Systems (ITS) Engineering Program for a three-year effective period.

The RTC requests that interested firms provide a statement of qualifications (as ‘Statement’) in response to this RFQ. The RTC will select up to the eight (8) most qualified firms with whom will be eligible for project assignments over the effective period of the qualified list. Issuance of this RFQ shall in no way constitute a commitment by RTC to assign a project or execute a contract.

The RTC reserves the right to issue addenda to this RFQ prior to the Statement due date and may extend the Statement due date by addendum if necessary. Proposers are responsible for checking for any addenda at www.rtcwashoe.procurement.com.

Proposers are solely responsible for any costs incurred during this procurement process. The RTC reserves the right to reject all Statements received, or to cancel this RFQ at any time if in the best interests of the RTC.

SECTION 2 – SCOPE OF SERVICES

The RTC anticipates programming approximately \$10 million annually to design and construct improvements for its Traffic Engineering Program including ITS improvements, which will result in approximately four (4) to six (6) project assignments a year from the qualified list.

Selected firms will be expected to provide various traffic engineering design and construction management services including, but not limited to, those in connection with the following:

- Traffic Signal Design
- Illumination Design
- Signing & Pavement Marking Design
- Traffic Signal Timing and Coordination
- Level of Service & Capacity Analysis
- Traffic Access and Impact Studies
- Work Zone Traffic Control
- Corridor Studies
- Traffic Engineering Studies
 - Classification Studies
 - Spot Speed Studies
 - Travel Time and Delay
 - Traffic Flow Parameters

- Traffic Crash and Conflicts
- Sight Distance
- Inventories
- Signal Warrant Analysis
- Intersection Control Evaluation (ICE)
- ITS Engineering
 - Systems Engineering
 - Software Development
 - Strategic Planning
 - ITS Communications Analysis & Design
 - ITS Device & System Design

These services will support delivery of the projects and programs identified in RTC's 2050 Regional Transportation Plan, 10-year Capital Improvement Plan, 5-year Regional Transportation Improvement Program, and traffic engineering program.

SECTION 3 – EVALUATION FACTORS

This will be a qualifications-based selection process as required by NRS 625.530. No pricing or cost information is to be provided with the Statement. Compensation will be negotiated when a project is assigned to a firm on the qualified list. The RTC will determine the most qualified firms based on the factors identified in Attachment A – Evaluation/Scoring Sheet.

SECTION 4 – MINIMUM QUALIFICATIONS

A. Registered Professional Engineers and Land Surveyors

The proposer and its Project Manager shall comply with the registration requirements of Chapter 625 of the Nevada Revised Statutes (NRS), Professional Engineers and Land Surveyors, at the time of submission of the Statement. Such individual(s) must be employed by the firm that is submitting the Statement for consideration by the RTC. A firm cannot meet the registration requirements of NRS Chapter 625, for qualification purposes, by “borrowing” such a person from another firm under the guise of a “Joint Venture” submission. Each firm of a Joint Venture must be qualified by the RTC by having a Nevada licensed Professional Engineer on staff; each Joint Venture firm must stand alone in this requirement. If the Statement is being submitted by a Joint Venture, a copy of the documents by which such Joint Venture is formed must be submitted with the Statement. The individuals so named must be Nevada licensed Professional Engineers at the time of submission; pending licenses do not qualify.

B. Nevada Business License

The selected firm must be appropriately licensed by the Office of the Secretary of State, pursuant to NRS 76.100, prior to doing business in the State of Nevada. Information regarding the Nevada State Business License can be located at www.nvsos.gov.

Before a contract can be executed, the successful proposer will be required to provide the following:

1. Nevada State Business License Number; and
2. Business Entity's Legal Name (affirm that it is the same name under which the firm is doing business).

Additionally, if the firm is a corporation, LLC, LP, LLP, or LLLP, or non-profit corporation based out of state, it must be registered as a foreign business entity equivalent in Nevada, in active status, and in good standing with the Nevada Secretary of State.

SECTION 5 – SMALL BUSINESS ENTERPRISE (SBE) AND EMERGING SMALL BUSINESS (ESB) PARTICIPATION

The RTC encourages Small Business Enterprise (SBE) and Emerging Small Business (ESB) participation on its projects. RTC expects prime contractors to extend contracting opportunities to SBE and ESB entities on this project, whenever such opportunities exist.

SECTION 6 – DBE REQUIREMENTS

There are no Disadvantaged Business Enterprise (DBE) program goals for this procurement. However, the RTC, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49 Code of Federal Regulations Part 26, hereby notifies all proposers that it will affirmatively ensure that in regard to any contract entered into, certified DBE firms will be afforded full opportunity to submit bids and proposals in response to our invitation and will not be discriminated against on the grounds of race, color, sex, age, disability, or national origin in consideration for an award. Although there is no contract-specific goal associated, the RTC encourages proposers to make the same effort to ensure nondiscrimination in the award and administration of subcontracts, to help remove barriers to the participation of DBEs, and to assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

SECTION 7 – PROCUREMENT SCHEDULE

Task	Date
RFQ Issued	November 22, 2021
Questions Due	December 7, 2021
RTC Responds to Questions by Addendum	December 10, 2021
Statements Due	December 17, 2021 by 2:00 PM PDT
RTC Board Approval	February 2022

The RTC reserves the right to alter any of the dates or times shown above by addendum.

SECTION 8 – STATEMENT INSTRUCTIONS

Statements must not include any pricing or cost information. Proposers must adhere to the following requirements and limitations in preparing their Statements:

1. The Statement must include a cover letter. The cover letter must be single-spaced, and must not exceed two (2) 8½” x 11” pages. The cover letter must include the proposer’s contact information including name of the proposer, name of a contact person, mailing address, telephone number, and email address.
2. The Statement must respond to each Evaluation Factor in the exact order presented in Attachment A – Evaluation/Scoring Sheet. Each response must be contained in its own unique, numbered section bearing the same number and title as the Evaluation Factor being addressed.

The responses to the Evaluation Factors, including any tables, must be 1.5-line spacing, must use no smaller than 11 point font, and must not exceed **TEN (10)** 8½” x 11” pages. Any use of 11” x 17” pages will be counted as two (2) pages each. Only the responses to the Evaluation Factors count towards this page limit.

3. Proposers must attach resumes for all personnel on the proposed Project Team. There is no page limit for resumes.
4. Proposers must attach a statement disclosing any existing or potential conflicts of interest relative to the performance of the services described in this RFQ. Any such relationship that might be perceived or represented as a conflict must be disclosed.
5. Proposers must attach a signed acknowledgement form for each addendum, if any.
6. Proposers must specify any objections to the terms and conditions described in this RFQ. Any objections should be stated on a separate attachment titled “Objections to RFQ”. If an objection is stated, the proposer must propose substitute terms or conditions. If no objections are stated, it will be assumed and understood that the proposer agrees to fully comply with all terms of the RFQ. The nature and extent of any objections taken will be considered by the RTC in the selection process. **OBJECTIONS MAY BE CONSIDERED MATERIAL AND MAY BE CAUSE FOR REJECTION OF THE STATEMENT AS NON-RESPONSIVE.**
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- The Statement and required attachments

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Proposers shall **only** correspond with the RTC regarding this RFQ through the RTC's designated representative. The designated representative's contact information is:

Karin Copeland
Procurement Analyst
Regional Transportation Commission
1105 Terminal Way, Suite 300
Reno, NV 89502
KCopeland@rtcwashoe.com
(775) 332-2140

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Proposer also agrees to fully indemnify the RTC if the RTC is assessed any fine, judgment, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

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A review committee will evaluate the Statements. The review committee will be comprised of RTC staff and may include other members representing local entities.

The top scoring firms will be selected for the qualified list. The list will be presented to and approved by the RTC's Board of Commissioners.

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The RTC will generally assign projects to firms on the qualified list according to which firm best suits the needs of an individual project. The RTC may assign multiple projects to the same firm where it is considered prudent due to the size, nature, or interrelatedness of the projects and the demonstrated ability to execute these interrelated projects. Firms on the qualified list may remove themselves from consideration for project assignments without prejudice to their consideration at some later time if they cannot devote resources to the project. The RTC makes no representation as to how many projects, if any, will be assigned to a firm on the qualified list.

The RTC reserves the right to issue a Request for Approach (RFA) from one or more firms as part of selecting a firm from the qualified list for a project. Firm(s) will receive a formal request and be provided time to respond to the RFA should the RTC elect to issue an RFA.

SECTION 15 – NEGOTIATION OF AGREEMENT

Following the assignment of a project, the RTC and the selected firm will finalize the scope of services, schedule of services and attempt to negotiate a fair and reasonable price and finalize the contract. The RTC shall have the right to conduct a cost/price analysis and any other analysis necessary to determine whether or not the price is fair and reasonable. All costs incurred by the proposer in connection with the negotiations shall be borne by the proposer and there shall be no right to reimbursement from the RTC. Negotiations shall be confidential and not subject to disclosure to competing proposers. The terms agreed to by the parties shall be confidential until a contract is executed.

If an acceptable agreement cannot be reached with the selected firm, the RTC may terminate negotiations with that proposer and proceed to negotiate with another firm on the qualified list.

If an acceptable agreement is reached, the contract will be submitted to the RTC's governing body with a recommendation of award. After award and execution of the contract, Statements can be requested from the RTC via a public records request.

SECTION 16 – PROTEST PROCEDURES

RTC's policy and procedures for the administrative resolution of protests are set forth in RTC's Management Policy P-13 at <https://www.rtcwashoe.com/about/procurement/>. RTC will furnish a copy of Management Policy P-13 upon request.

SAMPLE



EVALUATION/SCORING SHEET

Project Name Traffic Engineering & ITS Engineering Program Qualified List

Proposer Name _____

Numerical Values for Scoring: Excellent = 90-100, Very Good = 80-89, Good = 70-79, Unacceptable = 0-69.

Evaluation Factor/Criteria	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Consensus Meeting FINAL Points Awarded	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
Factor 1 - Capabilities: a. Describe the firm's overall capability to provide the requested services, timely response, accommodate accelerated schedules, and initiate quality control programs.	30%	100					Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):
Factor 1 Weighted Points Calculation(s)	%		0.0	0.0	0.0	0.0	
Factor 2 - Past Performance: a. Briefly describe five (5) recently completed or current on-going* projects in which the firm provided services similar to those sought by the RTC. Provide the following information for each project: i. Description of the project scope and the services provided by the firm; ii. List amount of firm's initial design budget and final design cost; iii. List amount of the engineer's estimate, award amount, final construction cost of the project, iv. List original planned completion date and actual project completion date for design services; v. List original and actual project construction completion dates; vi. Describe notable successes specific to the design and/or construction management services provided; vii. Provide name and telephone number of a contact person, employed by the project owner, familiar with the consultant's work. (These persons may be contacted for further information and reference) *NOTE: On-going projects are acceptable but not preferred.	30%	100					Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):

Exhibit A

Evaluation Factor/Criteria	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Consensus Meeting FINAL Points Awarded	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
Factor 2 Weighted Points Calculation(s)			0.0	0.0	0.0	0.0	
Factor 3 - Personnel: a. List up to five (5) key personnel in the office(s) that would be providing services to the RTC indicating position in the firm, with a brief resume for each. b. List each key personnel's years of experience, length of time with the firm, education, experience in proposed role, capabilities, and strengths. c. Describe each key personnel's experience with similar traffic engineering projects as it relates to capability to provide the requested services.	30%	100					<i>Strength(s):</i> <i>Weakness(es):</i> <i>Explanation of Revised Score(s) (if any):</i>
Factor 3 Weighted Points Calculation(s)			0.0	0.0	0.0	0.0	
Factor 4 - Relevant Government Experience: a. List any traffic engineering design assignments performed for governmental agencies in northern Nevada during the past three (3) years. Indicate the contracting agency, the dollar amount of each assignment, and the name and telephone number of a contact person who was, or is, employed by the agency and familiar with the consultant's work. (These may be contacted for further information and reference). b. Describe familiarity with local practices, design standards/requirements, and industry standards.	10%	100					<i>Strength(s):</i> <i>Weakness(es):</i> <i>Explanation of Revised Score(s) (if any):</i>
Factor 4 Weighted Points Calculation(s)			0.0	0.0	0.0	0.0	
TOTAL:	100%		0.0	0.0	0.0	0.0	

Name of Evaluator (print): _____

Employer: _____

Signature of Evaluator: _____

Date: _____



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 4.10

From: Brian Stewart, P.E., Director of Engineering

RECOMMENDED ACTION

Authorize the procurement of a qualified list of consultants to provide civil engineering, design, and construction management services for the Streets & Highways Program.

BACKGROUND AND DISCUSSION

RTC may develop a pre-qualified list for the procurement of certain architectural and engineering services specified under state law N.R.S. 625.530 and N.R.S. 332.115(1)(b). RTC Management Policy P-13 and related procedures allow staff to procure such professional services in connection with the following:

1. Streets and Highways Program. Civil engineering design and construction management services for road rehabilitation, road reconstruction, pavement preservation, corridor improvement, capacity improvement, mobility enhancement and congestion relief projects.

Staff will implement a comprehensive qualifications based procurement process by issuing a request for statements of qualifications (RFQ). After staff evaluation of submittals from interested consultants, staff anticipates developing a list of up to twelve (12) qualified consultants for RTC Board approval.

Selection onto the list does not constitute an offer to enter into a contract. The list is unranked and the RTC may assign multiple projects to the same firm when deemed prudent due to the size, nature, or interrelatedness of projects and the consultant's demonstrated qualifications and ability to execute them. The RTC reserves the right not to award contracts to any firm on the qualified list if it is not in the best interest of the RTC. The list will be effective for a period of three (3) years. The current qualified list for Civil Engineering and Construction Management Services consultants will expire on June 20, 2022.

FISCAL IMPACT

No fiscal impact will result from this action

PREVIOUS BOARD ACTION

There has been no previous Board action or direction on this matter.

ATTACHMENT

- A. Request for Statements of Qualifications (RFQ)

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY, NEVADA**

Request for Statements of Qualifications (RFQ)

RTC 22-09

Instructions for Submitting a Statements of Qualifications to Perform

**CIVIL ENGINEERING DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE STREETS
& HIGHWAYS PROGRAM**

Due: April 14, 2022

No later than 2:00 PM PDT



Regional Transportation Commission

1105 Terminal Way, Suite 300

Reno, NV 89502

Tel: 775.335.1868

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- Section 2 – Scope of Services
- Section 3 – Evaluation Factors
- Section 4 – Minimum Qualifications
- Section 5 – Small Business Enterprise (SBE) and Emerging Small Business (ESB) Participation
- Section 6 – DBE Requirements
- Section 7 – Procurement Schedule
- Section 8 – Statement Instructions
- Section 9 – Submittal Instructions
- Section 10 – Rules of Contact
- Section 11 – Proposer Questions
- Section 12 – Confidential Information, Trade Secrets, and/or Proprietary Information
- Section 13 – Evaluation Process
- Section 14 – Project Assignments
- Section 15 – Negotiation of Agreement
- Section 16 – Protest Procedures

ATTACHMENTS

- Attachment A – Evaluation/Scoring Sheet

INCORPORATED BY REFERENCE

The following documents referenced and incorporated herein are available on www.rtcwashoe.procureware.com:

1. Form Contract, including indemnification and insurance requirements.

SECTION 1 – INTRODUCTION

The Regional Transportation Commission of Washoe County, Nevada (RTC) is issuing this Request for Statements of Qualifications (RFQ) to develop a qualified list of professional engineering firms to provide on-demand civil engineering design and construction management services for its Streets & Highways Program for a three-year effective period.

The RTC requests that interested firms provide a statement of qualifications (as ‘Statement’) in response to this RFQ. The RTC will select up to the twelve (12) most qualified firms who will be eligible for project assignments over the effective period of the qualified list. Issuance of this RFQ shall in no way constitute a commitment by RTC to assign a project or execute a contract.

The RTC reserves the right to issue addenda to this RFQ prior to the Statement due date and may extend the Statement due date by addendum if necessary. Proposers are responsible for checking for any addenda at www.rtcwashoe.procurement.com.

Proposers are solely responsible for any costs incurred during this procurement process. The RTC reserves the right to reject all Statements received, or to cancel this RFQ at any time if in the best interests of the RTC.

SECTION 2 – SCOPE OF SERVICES

The Civil Engineering Design and Construction Management services shown below will support delivery of the RTC’s \$22.5 million annual Pavement Preservation Program as well as projects and other programs identified in RTC’s 2050 Regional Transportation Plan, 10-year Capital Improvement Plan and 5-year Regional Transportation Improvement Program. The RTC anticipates a total of approximately six (6) to eight (8) project assignments a year from the qualified list.

Selected firms will be expected to provide various civil engineering design and construction management services necessary to prepare technical reports, plans, specifications and engineer’s estimates for road rehabilitation projects, road reconstruction projects, capacity improvement projects and other regional road projects. Supporting design services and activities include but are not limited to:

- Geotechnical investigation
- Pavement design
- Land surveying and construction staking
- Traffic engineering
- Drainage design
- Utility design
- Right of way engineering (legal descriptions and exhibits)
- Illumination Design
- Complete streets

- Constructability review

Construction Management services and requirements include but are not limited to:

- Project Management
- Construction oversight and document control
- Scheduling and schedule review
- Value engineering
- Risk management
- Traffic control plan review
- Quality assurance inspection and testing

SECTION 3 – EVALUATION FACTORS

This will be a qualifications-based selection process as required by NRS 625.530. No pricing or cost information is to be provided with the Statement. Compensation will be negotiated when a project is assigned to a firm on the qualified list. The RTC will determine the most qualified firms based on the factors identified in Attachment A – Evaluation/Scoring Sheet.

SECTION 4 – MINIMUM QUALIFICATIONS

A. Registered Professional Engineers and Land Surveyors

The proposer and its Project Manager shall comply with the registration requirements of Chapter 625 of the Nevada Revised Statutes (NRS), Professional Engineers and Land Surveyors, at the time of submission of the Statement. Such individual(s) must be employed by the firm that is submitting the Statement for consideration by the RTC. A firm cannot meet the registration requirements of NRS Chapter 625, for qualification purposes, by “borrowing” such a person from another firm under the guise of a “Joint Venture” submission. Each firm of a Joint Venture must be qualified by the RTC by having a Nevada licensed Professional Engineer on staff; each Joint Venture firm must stand alone in this requirement. If the Statement is being submitted by a Joint Venture, a copy of the documents by which such Joint Venture is formed must be submitted with the Statement. The individuals so named must be Nevada licensed Professional Engineers at the time of submission; pending licenses do not qualify.

B. Inspection and Testing

Individuals who perform acceptance or field testing and sampling shall be appropriately certified as required by the Nevada Alliance for Quality Transportation Construction (NAQTC).

Accreditation by the American Association of State Highway and Transportation Officials (AASHTO) Materials Reference Laboratory is required for all materials testing laboratory services provided.

C. Nevada Business License

The selected firm must be appropriately licensed by the Office of the Secretary of State, pursuant to NRS 76.100, prior to doing business in the State of Nevada. Information regarding the Nevada State Business License can be located at www.nvsos.gov.

Before a contract can be executed, the successful proposer will be required to provide the following:

1. Nevada State Business License Number; and
2. Business Entity's Legal Name (affirm that it is the same name under which the firm is doing business).

Additionally, if the firm is a corporation, LLC, LP, LLP, or LLLP, or non-profit corporation based out of state, it must be registered as a foreign business entity equivalent in Nevada, in active status, and in good standing with the Nevada Secretary of State.

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There are no Disadvantaged Business Enterprise (DBE) program goals for this procurement. However, the RTC, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49 Code of Federal Regulations Part 26, hereby notifies all proposers that it will affirmatively ensure that in regard to any contract entered into, certified DBE firms will be afforded full opportunity to submit bids and proposals in response to our invitation and will not be discriminated against on the grounds of race, color, sex, age, disability, or national origin in consideration for an award. Although there is no contract-specific goal associated, the RTC encourages proposers to make the same effort to ensure nondiscrimination in the award and administration of subcontracts, to help remove barriers to the participation of DBEs, and to assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

SECTION 7 – PROCUREMENT SCHEDULE

Task	Date
RFQ Issued	February 28, 2022
Questions Due	March 14, 2022
RTC Responds to Questions by Addendum	March 17, 2022
Statements Due	April 14, 2022 by 2:00 PM PDT
RTC Board Approval	June 17, 2022

The RTC reserves the right to alter any of the dates or times shown above by addendum.

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1. The Statement must include a cover letter. The cover letter must be single-spaced, and must not exceed two (2) 8½” x 11” pages. The cover letter must include the proposer’s contact information including name of the proposer, name of a contact person, mailing address, telephone number, and email address.
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Tamim Yousefzai
Procurement Analyst
Regional Transportation Commission
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Reno, NV 89502
TYousefzai@rtcwashoe.com
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The RTC reserves the right to issue a Request for Approach (RFA) from one or more firms as part of selecting a firm from the qualified list for a project. Firm(s) will receive a formal request and be provided time to respond to the RFA should the RTC elect to issue an RFA.

SECTION 15 – NEGOTIATION OF AGREEMENT

Following the assignment of a project, the RTC and the selected firm will finalize the scope of services, schedule of services and attempt to negotiate a fair and reasonable price and finalize the contract. The RTC shall have the right to conduct a cost/price analysis and any other analysis necessary to determine whether or not the price is fair and reasonable. All costs incurred by the proposer in connection with the negotiations shall be borne by the proposer and there shall be no right to reimbursement from the RTC. Negotiations shall be confidential and not subject to disclosure to competing proposers. The terms agreed to by the parties shall be confidential until a contract is executed.

If an acceptable agreement cannot be reached with the selected firm, the RTC may terminate negotiations with that proposer and proceed to negotiate with another firm on the qualified list.

If an acceptable agreement is reached, the contract will be submitted to the RTC's governing body with a recommendation of award. After award and execution of the contract, Statements can be requested from the RTC via a public records request.

SECTION 16 – PROTEST PROCEDURES

RTC's policy and procedures for the administrative resolution of protests are set forth in RTC's Management Policy P-13 at <https://www.rtcwashoe.com/about/procurement/>. RTC will furnish a copy of Management Policy P-13 upon request.



EVALUATION/SCORING SHEET

Project Name Civil Engineering Design and Construction Management Services Qualified List

Proposer Name _____

Numerical Values for Scoring: Excellent = 90-100, Very Good = 80-89, Good = 70-79, Unacceptable = 0-69.

Evaluation Factor/Criteria	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Consensus Meeting FINAL Points Awarded	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
Factor 1 - Capabilities: a. Describe the firm's overall capability to provide the requested services, timely response, accommodate accelerated schedules, and initiate quality control programs.	30%	100					Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):
Factor 1 Weighted Points Calculation(s)	%		0.0	0.0	0.0	0.0	
Factor 2 - Past Performance: a. Briefly describe five (5) recently completed or current on-going* projects in which the firm provided services similar to those sought by the RTC. Provide the following information for each project: i. Description of the project scope and the services provided by the firm; ii. List amount of firm's initial design budget and final design cost; iii. List amount of the engineer's estimate, award amount, final construction cost of the project, iv. List original planned completion date and actual project completion date for design services; v. List original and actual project construction completion dates; vi. Describe notable successes specific to the design and/or construction management services provided; vii. Provide name and telephone number of a contact person, employed by the project owner, familiar with the consultant's work. (These persons may be contacted for further information and reference) *NOTE: On-going projects are acceptable but not preferred.	30%	100					Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):

Exhibit A

Evaluation Factor/Criteria	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Consensus Meeting FINAL Points Awarded	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
Factor 2 Weighted Points Calculation(s)			0.0	0.0	0.0	0.0	
Factor 3 - Personnel: a. List up to five (5) key personnel in the office(s) that would be providing services to the RTC indicating position in the firm, with a brief resume for each. b. List each key personnel's years of experience, length of time with the firm, education, experience in proposed role, capabilities, and strengths. c. Describe each key personnel's experience with similar civil engineering projects as it relates to capability to provide the requested services.	30%	100					Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):
Factor 3 Weighted Points Calculation(s)			0.0	0.0	0.0	0.0	
Factor 4 - Relevant Government Experience: a. List any civil engineering design (streets & highways or closely related) assignments performed for governmental agencies in northern Nevada, other than the RTC, during the past three (3) years. Indicate the contracting agency, the dollar amount of each assignment, and the name and telephone number of a contact person who was, or is, employed by the agency and familiar with the consultant's work. (These may be contacted for further information and reference). b. Describe familiarity with local practices, design standards/requirements, and industry standards.	10%	100					Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):
Factor 4 Weighted Points Calculation(s)			0.0	0.0	0.0	0.0	
TOTAL:	100%		0.0	0.0	0.0	0.0	

Name of Evaluator (print): _____ Employer: _____

Signature of Evaluator: _____ Date: _____



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 4.11

From: Brian Stewart, Director of Engineering

RECOMMENDED ACTION

Approve the proposed sale of one (1) remnant parcel acquired in connection with the Moana Lane Extension Project (Airway Drive) (APN 020-291-33) to an adjoining property owner and adopt a resolution required by NRS 277A.255(1).

BACKGROUND AND DISCUSSION

The RTC acquired property for the Moana Lane Extension Project (Airway Drive) between 1991-2005 through or under the threat of eminent domain. The parcel shown on the map attached as Exhibit I is a remnant of a larger parcel that was needed for the project.

The RTC is authorized to sell the parcel to adjoining property owner for a reasonable price if a sale by means of a public auction or sealed bids is uneconomical, or impractical and the Board adopts a resolution required by NRS 277A.255(1)(b). The following are the terms of the sales, a determination that the price is reasonable, and the rationale for the sale to an adjoining property owner:

Parcel 1 (APN 020-291-33)

Buyer: Paul K. and Koula Pries

Sale Price: \$1,000.00

The price is reasonable because the highest and best use of the parcel is for open space to be sold to the adjoining property owner. A sale by means of a public auction or sealed bids was impractical because there is no access to the property.

If the Board approves the sale and adopts the resolution, the Executive Director will execute a sale agreement and other documents necessary to complete the sale. All sales will be quitclaim in nature, and RTC will not warrant title, furnish title insurance or pay the tax on transfer of real property. NRS 277A.255(3).

FISCAL IMPACT

There is no fiscal impact associated with this action.

PREVIOUS BOARD ACTION

March 19, 2021 Approved a recommendation to commence with the sale of thirteen (13) remnant parcels acquired in connection with the Moana Lane Extension Project (Airway Drive) (APNs 020-291-33; 020-292-31; 020-292-33; 020-292-34; 020-292-35; 020-293-01; 020-321-49; 025-241-31; 025-263-14; 025-263-1; 025-263-16; 025-263-17; 025-263-18) by sale.

ATTACHMENT

A. Resolution with Remnant Parcel Map

RESOLUTION

RESOLUTION AUTHORIZING THE SALE OF ONE REMNANT PARCEL ACQUIRED IN CONNECTION WITH THE MOANA LANE EXTENSION PROJECT (AIRWAY DRIVE) (APN 020-291-33)

WHEREAS, the Regional Transportation Commission of Washoe County, Nevada (“RTC”) completed the Moana Lane Extension Project (Airway Drive) (the “Project”) in 2007; and

WHEREAS, the Project required the RTC to acquire real property through or under the threat of eminent domain proceedings pursuant to Chapter 37 of the Nevada Revised Statutes (“NRS”); and

WHEREAS, the parcel depicted on the map attached hereto as Exhibit 1 (APN 020-291-33) is a remnant of a larger parcel that was needed for the Project; and

WHEREAS, pursuant to NRS 277A.255(1)(b), the RTC may sell the parcel to an adjoining property owner for a reasonable price as determined by resolution to be in the best interest of the RTC.

NOW, THEREFORE, BE IT RESOLVED BY THE REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, NEVADA:

1. It is in the best interest of the RTC to sell the parcel to an adjoining property owner for the following reasonable price:

APN 020-291-33 – \$1,000.00
2. The Executive Director is authorized to execute the sale agreement and other documents necessary to complete the sale.

PASSED, ADOPTED AND APPROVED on November 19, 2021.

Neoma Jardon, Chair
Regional Transportation Commission of
Washoe County

EXHIBIT 1 - REMNANT PARCEL MAP



APN 020-291-33: 12,878 Square Feet



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 4.12

From: Brian Stewart, Director of Engineering

RECOMMENDED ACTION

Approve the proposed sale of one (1) remnant parcel acquired in connection with the Moana Lane Extension Project (Airway Drive) (APN 020-292-31) to an adjoining property owner and adopt a resolution required by NRS 277A.255(1).

BACKGROUND AND DISCUSSION

The RTC acquired property for the Moana Lane Extension Project (Airway Drive) between 1991-2005 through or under the threat of eminent domain. The parcel shown on the map attached as Exhibit I is a remnant of a larger parcel that was needed for the project.

The RTC is authorized to sell the parcel to adjoining property owner for a reasonable price if a sale by means of a public auction or sealed bids is uneconomical, or impractical and the Board adopts a resolution required by NRS 277A.255(1)(b). The following are the terms of the sales, a determination that the price is reasonable, and the rationale for the sale to an adjoining property owner:

Parcel 1 (APN 020-292-31)

Buyer: Fitzpatrick Investments, LLC

Sale Price: \$1,000.00

The price is reasonable because the highest and best use of the parcel is for open space to be sold to the adjoining property owner. A sale by means of a public auction or sealed bids was impractical because there is no access to the property.

If the Board approves the sale and adopts the resolution, the Executive Director will execute a sale agreement and other documents necessary to complete the sale. All sales will be quitclaim in nature, and RTC will not warrant title, furnish title insurance or pay the tax on transfer of real property. NRS 277A.255(3).

FISCAL IMPACT

There is no fiscal impact associated with this action.

PREVIOUS BOARD ACTION

March 19, 2021 Approved a recommendation to commence with the sale of thirteen (13) remnant parcels acquired in connection with the Moana Lane Extension Project (Airway Drive) (APNs 020-291-33; 020-292-31; 020-292-33; 020-292-34; 020-292-35; 020-293-01; 020-321-49; 025-241-31; 025-263-14; 025-263-1; 025-263-16; 025-263-17; 025-263-18) by sale.

ATTACHMENT

A. Resolution with Remnant Parcel Map

RESOLUTION

RESOLUTION AUTHORIZING THE SALE OF ONE REMNANT PARCEL ACQUIRED IN CONNECTION WITH THE MOANA LANE EXTENSION PROJECT (AIRWAY DRIVE) (APN 020-292-31)

WHEREAS, the Regional Transportation Commission of Washoe County, Nevada (“RTC”) completed the Moana Lane Extension Project (Airway Drive) (the “Project”) in 2007; and

WHEREAS, the Project required the RTC to acquire real property through or under the threat of eminent domain proceedings pursuant to Chapter 37 of the Nevada Revised Statutes (“NRS”); and

WHEREAS, the parcel depicted on the map attached hereto as Exhibit 1 (APN 020-292-31) is a remnant of a larger parcel that was needed for the Project; and

WHEREAS, pursuant to NRS 277A.255(1)(b), the RTC may sell the parcel to an adjoining property owner for a reasonable price as determined by resolution to be in the best interest of the RTC.

NOW, THEREFORE, BE IT RESOLVED BY THE REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, NEVADA:

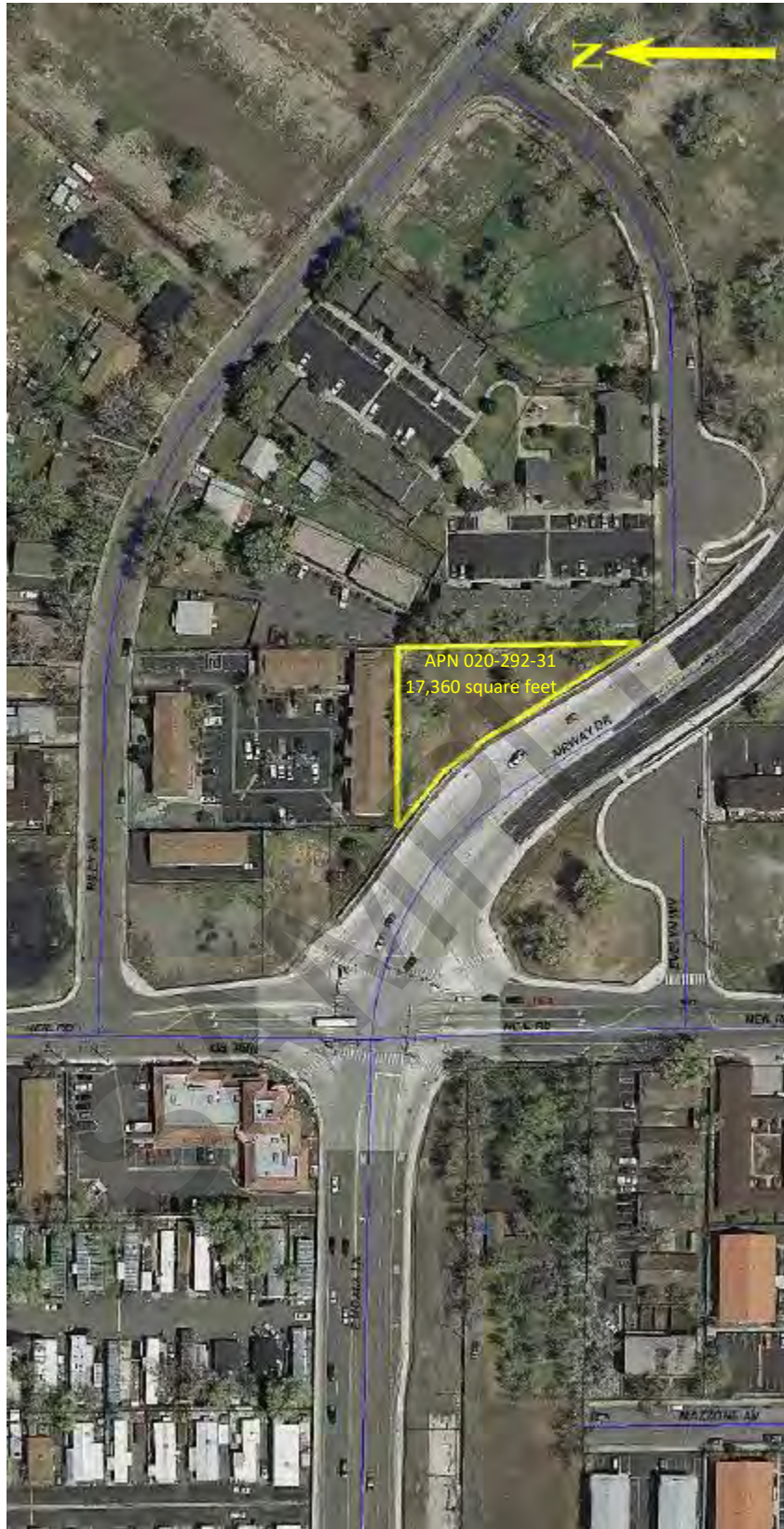
1. It is in the best interest of the RTC to sell the parcel to an adjoining property owner for the following reasonable price:

APN 020-292-31 – \$1,000.00
2. The Executive Director is authorized to execute the sale agreement and other documents necessary to complete the sale.

PASSED, ADOPTED AND APPROVED on November 19, 2021.

Neoma Jardon, Chair
Regional Transportation Commission of
Washoe County

EXHIBIT 1 - REMNANT PARCEL MAP



APN 020-292-31: 17,360 Square Feet



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 4.13

From: Brian Stewart, Director of Engineering

RECOMMENDED ACTION

Approve the proposed sale of one (1) remnant parcel acquired in connection with the Pyramid Highway/La Posada-Eagle Canyon Intersection Improvement Project (APN 089-460-25) to an adjoining property owner and adopt a resolution required by NRS 277A.255(1).

BACKGROUND AND DISCUSSION

The RTC acquired property for the Pyramid Highway/La Posada-Eagle Canyon Intersection Improvement Project in 2006 through or under the threat of eminent domain. The parcel shown on the map attached as Attachment A is a remnant of a larger parcel that was needed for the project.

The RTC is authorized to sell the parcel to adjoining property owner for a reasonable price if a sale by means of a public auction or sealed bids is uneconomical, or impractical and the Board adopts a resolution required by NRS 277A.255(1)(b). The following are the terms of the sales, a determination that the price is reasonable, and the rationale for the sale to an adjoining property owner:

Parcel 1 (APN 089-460-25)

Buyer: Reno-Sparks Indian Colony

Sale Price: \$1,000.00

The price is reasonable because the highest and best use of the parcel is for open space to be sold to the adjoining property owner. A sale by means of a public auction or sealed bids was impractical because there is no access to the property.

If the Board approves the sale and adopts the resolution, the Executive Director will execute a sale agreement and other documents necessary to complete the sale. All sales will be quitclaim in nature, and RTC will not warrant title, furnish title insurance, or pay the tax on transfer of real property. NRS 277A.255(3).

FISCAL IMPACT

There is no fiscal impact associated with this action.

PREVIOUS BOARD ACTION

May 20, 2020 Approved a recommendation to commence with the sale of one (1) remnant parcel acquired in connection with the Pyramid Highway/La Posada-Eagle Canyon Intersection Improvement Project (APN 089-460-25) by sale.

ATTACHMENT(S)

A. Resolution with Remnant Parcel Map

RESOLUTION

RESOLUTION AUTHORIZING THE SALE OF ONE REMNANT PARCEL ACQUIRED IN CONNECTION WITH THE PYRAMID HIGHWAY/LA POSADA-EAGLE CANYON INTERSECTION IMPROVEMENT PROJECT (APN 089-460-25)

WHEREAS, the Regional Transportation Commission of Washoe County, Nevada (“RTC”) completed the Pyramid Highway/La Posada-Eagle Canyon Intersection Improvement Project (the “Project”) in 2010; and

WHEREAS, the Project required the RTC to acquire real property through or under the threat of eminent domain proceedings pursuant to Chapter 37 of the Nevada Revised Statutes (“NRS”); and

WHEREAS, the parcel depicted on the map attached hereto as Exhibit 1 (APN 089-460-25) is a remnant of a larger parcel that was needed for the Project; and

WHEREAS, pursuant to NRS 277A.255(1)(b), the RTC may sell the parcel to an adjoining property owner for a reasonable price as determined by resolution to be in the best interest of the RTC.

NOW, THEREFORE, BE IT RESOLVED BY THE REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, NEVADA:

1. It is in the best interest of the RTC to sell the parcel to an adjoining property owner for the following reasonable price:

APN 089-460-25 – \$1,000.00
2. The Executive Director is authorized to execute the sale agreement and other documents necessary to complete the sale.

PASSED, ADOPTED AND APPROVED on December 17, 2021.

Neoma Jardon, Chair
Regional Transportation Commission
of Washoe County

EXHIBIT A

**LA POSADA-EAGLE CANYON INTERSECTION
APN 089-460-25**

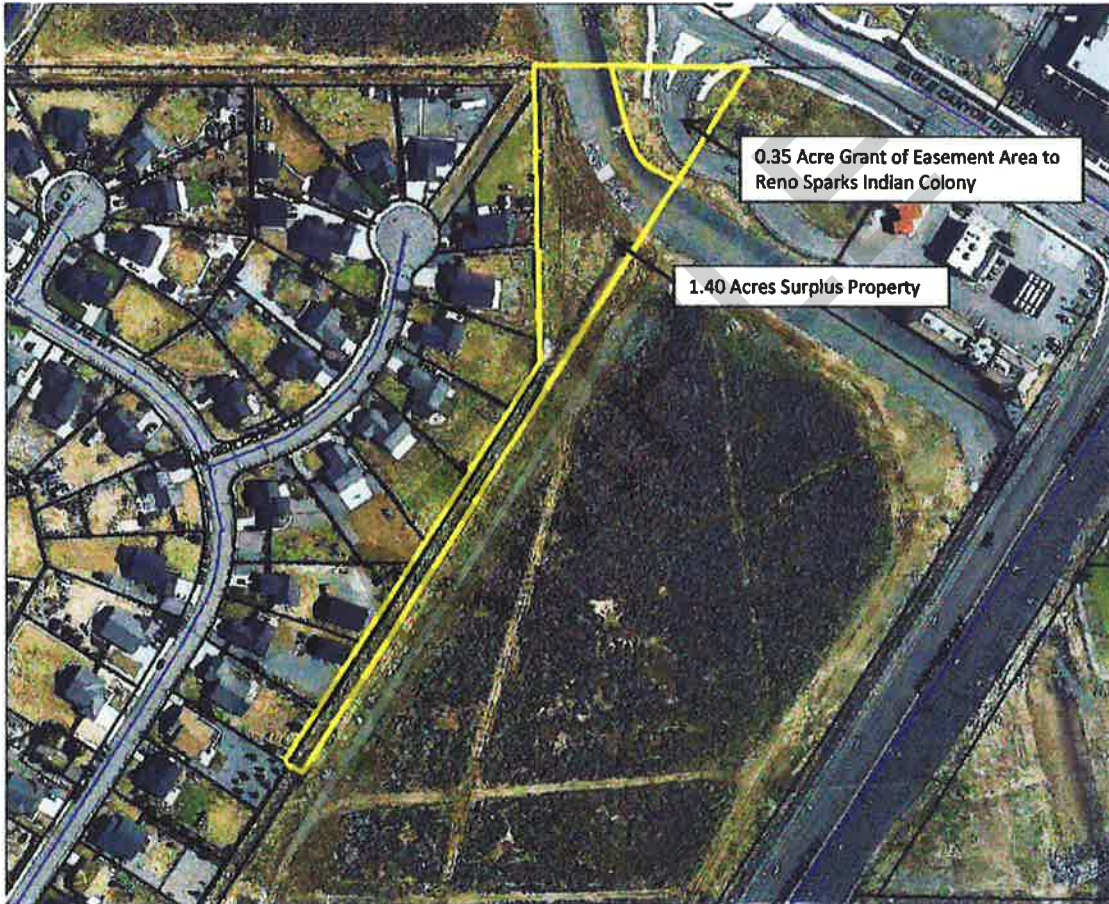


EXHIBIT A



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 4.14

From: Brian Stewart, P.E., Director of Engineering

RECOMMENDED ACTION

Approve a Regional Road Impact Fee (RRIF) Offset Agreement between the RTC, Reno Logistics Center and the City of Reno for the dedication of offset-eligible improvements to widen 2,720' segment of North Virginia Street to a four-lane roadway, install curb and gutter, and relocate/improve utilities in the area.

BACKGROUND AND DISCUSSION

Under the RRIF Program, developers who construct or dedicate offered improvements contained in the RRIF Capital Improvement Program (CIP) will be “paid” for these contributions in RRIF Waivers. To do this, the developer must enter into a RRIF Offset Agreement which will be approved by both the RTC and the local government. The RRIF Offset Agreement specifically identifies the proposed improvements, the estimated RRIF waivers that will be earned, requirements for quality control/quality assurance and the duties and responsibilities of each party. The RRIF Offset Agreement being authorized by this action will result in an estimated \$462,631.06 in RRIF waivers being issued to Reno Logistics Center.

FISCAL IMPACT

No fiscal impact will result from this action. The amount of RRIF waivers to the developer will be based on Offset-Eligible Costs equal to or less than impact fees owed for all or a portion of the land uses within the Development of Record.

PREVIOUS BOARD ACTION

There has been no previous Board action or direction on this matter.

ATTACHMENT(S)

- A. Reno Logistics Center – RRIF Offset Agreement

**North Virginia Street
Roadway Improvement**

**OFFSET AGREEMENT
Offset Agreement #513008**

BETWEEN

**THE REGIONAL TRANSPORTATION COMMISSION,
A special purpose unit of the Government**

And

**CITY OF RENO
a Municipal Corporation**

And

NP Reno Industrial, LLC.

Developer of Record

For

Reno Logistic Center

Development of Record

North Service Area

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SIGNATURE PAGE 7

EXHIBITS

- EXHIBIT “A”** **Section X of the Regional Road Impact General Administrative Manual, Current Edition**
- EXHIBIT “B”** **Site Plan and Description of Development of Record**
- EXHIBIT “C”** **Offered Improvements Applications/Submittals**
- EXHIBIT “D”** **Letter of Approval**
- EXHIBIT “E”** **Developer of Record QA/QC Program RTC Special Technical Specifications for Regional Road Impact Fee Projects**
- EXHIBIT “F”** **Standard Specifications for Public Works Construction
Section 100.17 “Material and Workmanship – Warranty of Corrections”**
- EXHIBIT “G”** **RRIF Rate Schedule as of the Date of the RRIF Offset Agreement**

OFFSET AGREEMENT

This Offset Agreement (“Offset Agreement”) is entered by and between the REGIONAL TRANSPORTATION COMMISSION (hereinafter designated “RTC”), a special purpose unit of Government; CITY OF RENO, a municipal corporation; and NP Reno Industrial, LLC (hereinafter designated “the Developer of Record”).

1. General

- 1.1 **Ordinance, Manual and CIP.** The City of Sparks, the City of Reno, Washoe County, and RTC have entered into an Interlocal Cooperative Agreement for the purposes of implementing the Regional Road Impact Fee (“RRIF”) Program. The Participating Local Government has passed a Regional Road Impact Fee Ordinance (“Ordinance”) to implement the RRIF. RTC and the Participating Local Government have adopted the Regional Road Impact Fees General Administrative Manual, Current Edition (“Manual”), specifying the provisions and procedures for administration of the RRIF, as well as the Regional Road Impact Fee System Capital Improvement Plan (“CIP”) Current Edition, identifying the regional streets and improvements which shall be constructed in whole or in part with funds generated from the RRIF. The terms and provisions of the Manual and the CIP are incorporated herein by reference as if fully set forth. All capitalized terms not otherwise defined herein shall have the definitions and meanings as used in the Ordinance, Manual and CIP. Amendments approved by the RTC and local governments are incorporated by reference to the same extent as if set forth in full herein.
- 1.2 **Basis for this Offset Agreement.** The parties intend this Offset Agreement to be an Offset Agreement as provided in Section X of the Manual, to provide for waivers of Regional Road Impact Fees (“RRIF Waiver”) in exchange for contributions of Offered Improvements (which may include right-of-way (“ROW”) dedication), which may then be used to offset Regional Road Impact Fees which would otherwise be chargeable to the Developer of Record’s Development of Record. Section X of the Manual contains specific provisions pertaining to Waivers and is attached hereto and incorporated herein as Exhibit “A”.
- 1.3 **Effective Date of Offset Agreement.** This Offset Agreement shall be binding and effective as of the last date of execution below.
- 1.4 **Eligibility of Offered Improvements.** The Offered Improvements have been identified by the Local RRIF Administrator as being included in the Exhibit “D” of the CIP, titled North Capital Improvement Plan.

2. The Development of Record and Offered Improvements.

- 2.1 **Description of the Development of Record.** The Development of Record for which the RRIF Waivers shall be issued is known as Logistic Center. The Developer of Record owns the entire Development. A site plan and narrative description of the Development of Record, including the proposed land uses and units of development is attached hereto as Exhibit “B-1”. The legal description of the Development of Record is attached as Exhibit “B-2.”

2.2 **Offered Improvements.**

2.2.1 **Description of Offered Improvements.** The Developer of Record has submitted an application shown herein as Exhibit “C” describing the specific Offered Improvements which the Developer of Record proposes to construct and/or dedicate. The Offered Improvements are generally described as roadway improvements for North Virginia Street (roughly 2,720 LF) directly fronting the site including roadway widening, new curb, gutter, and sidewalk on the south side of the street. The RTC RRIF Administrator and Local RRIF Administrator have approved the application, subject to the limitations set forth in the letter of approval incorporated herein as Exhibit “D”.

2.2.2 **Completion and Acceptance of Offered Improvements.** Unless extended by written consent of the RTC RRIF Administrator, all Offered Improvements, shall be commenced within 6 months of the date of the Offset Agreement, and completed in substantial conformance with approved plans within two (2) years of the date of the Offset Agreement. This Offset Agreement shall terminate and be of no further force or effect if the Offered Improvements are not commenced within one (1) year of the date of the Offset Agreement. The time for completion may be extended by written consent of the RTC RRIF Administrator and the Local RRIF Administrator one time for not more than one (1) year, upon a written request for extension submitted not less than ninety (90) days prior to expiration of the originally agreed time for completion. Additional extensions of the time for completion shall require an amendment to this Offset Agreement pursuant to Section 4.2. The Offered Improvements shall be accepted by the Local RRIF Administrator and the RTC RRIF Administrator upon correction by the Developer of Record of any identified deficiencies to the satisfaction of the Local RRIF Administrator and the RTC RRIF Administrator. Acceptance of the Offered Improvements by the Local RRIF Administrator and the RTC shall not be unreasonably withheld. Any real property the Developer of Record proposes to offer for dedication pursuant shall be valued pursuant to the provisions of Section X.F.2.c.(2) of the Manual.

2.2.3 **Design and Construction Standards.** All design and construction of the Offered Improvements shall be in accordance with the latest edition of the Standard Specifications as of the date of this agreement for Public Works Construction (“Standard Specifications”), including any addenda, as adopted by the Participating Local Government and modified by the Special Technical Specifications (“STS”) as prepared by RTC and contained herein as part of Exhibit “E”. Additionally, all design and construction of Offered Improvements shall be in accordance with all policies of the RTC, including the latest version as of the date of this agreement of the following: Policy for the Street and Highway Program, RRIF CIP, and Traffic Noise Mitigation Policy Report, all incorporated herein as if fully set forth. In the case of conflicting standards, the conflict shall be brought to the immediate attention of the RTC RRIF Administrator who shall, in conjunction with the Local RRIF Administrator, resolve the discrepancy within five (5) working days.

2.2.4 **Quality Assurance/Quality Control (QA/QC).** In making the Offered Improvements, the Developer of Record shall institute a QA/QC Program meeting the requirements of Exhibit “E”. The Developer of Record may utilize an alternate QA/QC Program with the approval of the RTC RRIF Administrator and Local RRIF Administrator.

2.2.5 **Warranty.** The Developer of Record shall warrant all materials and workmanship of the Offered Improvements in accordance with the provisions of the latest edition of the Standard Specifications. The Developer of Record is directed in particular to Section 117.00 which is contained herein as Exhibit “F”.

3. **RRIF Waivers.**

3.1 **The Developer of Record and Development of Record.** The Developer of Record is the party to whom all RRIF Waivers earned under this Offset Agreement shall be issued. RRIF Waivers earned under this Offset Agreement may not be applied outside of the Development of Record.

3.2 **RRIF Waivers are Personal Assets of The Developer of Record.** The parties agree that all RRIF Waivers received pursuant to this Offset Agreement shall be the personal assets of the Developer of Record.

3.3 **Calculation of RRIF Waiver.** RRIF Waivers will be expressed in dollars upon the final RRIF Waiver determination pursuant to Section 3.5. RRIF Waivers may be utilized to pay Regional Road Impact Fees which would otherwise be due for development within a Development of Record. To the extent RRIF Waivers are utilized for development of units of development and land uses in strict conformance with Exhibits “B-1” and “B-2,” RRIF Waivers earned shall be applied as if a Building Permit (or Certificate of Occupancy, whichever applies) were granted for each such unit of development as of the date of this Offset Agreement, notwithstanding that actual construction of such unit of development occurs thereafter. For sake of clarity, it is the parties’ intent that Regional Road Impact Fees for all future development within the Development of Record which is conducted in conformity with Exhibits “B-1” and “B-2” shall be “grandfathered in” at the RRIF rates existing as of the date of this Offset Agreement, up to the total amount identified in the Notice of RRIF Waiver. The rates existing as of the date of this Offset Agreement are attached hereto as Schedule 1. To the extent units of development or land uses are changed from the uses depicted in Exhibit “B-1,” or the legal description of the Development of Record is modified from the description set forth in Exhibit “B-2”, earned RRIF Waivers may be used within the Development of Record for such development, but the RRIF Waivers must be utilized at the then-current Regional Road Impact Fee rate as of the date of issuance of the Building Permit for each unit of development.

3.4 **RRIF Waiver Usage and Transferability.** The usage and transferability of RRIF Waivers earned under this Offset Agreement are as follows:

3.4.1 RRIF Waivers earned under this Offset Agreement may be used to pay for up to 100% of the Regional Road Impact Fees due as the result of development within the Development of Record.

- 3.4.2 RRIF Waivers earned under this Offset Agreement may be not be used to pay for Regional Road Impact Fees due as a result of development outside of the Development of Record.
- 3.4.3 RRIF Waivers earned under this Offset Agreement are transferable to a third party, provided that all RRIF Waivers earned under this Offset Agreement may only be used to pay for Regional Road Impact Fees due as a result of development within the Development of Record.
- 3.5 **Interim RRIF Waivers.** The Developer of Record shall be entitled to apply for and receive Interim RRIF Waivers for satisfactorily completed portions of the Offered Improvements (including Right of Way) according to the schedule at Exhibit “G”. This provision shall in no way be construed as constituting acceptance in whole or part of any of the Offered Improvements. To the extent that Offered Improvements are ultimately not accepted, or if the Developer of Record is otherwise in material default under this Offset Agreement, the Developer of Record shall pay the actual Regional Road Impact Fees which would have otherwise been due had the Developer of Record not utilized Interim RRIF Waivers.
- 3.6 **Final RRIF Waiver Determination.** The final determination of RRIF Waivers shall be calculated by the RTC RRIF Administrator after consultation with the Local RRIF Administrator within thirty (30) calendar days of final acceptance of the Offered Improvements by the RTC RRIF Administrator and the Local RRIF Administrator and submission by the Developer of Record of all documentation required by the RTC RRIF Administrator to make said final determination. The RTC RRIF Administrator shall issue a written instrument identifying the amount of the RRIF Waivers to the Developer of Record within three (3) working days of the earlier to occur of the following:
- 3.6.1 the date the appeal period of the final determination expires pursuant to Article XII of the RRIF GAM;
- 3.6.2 the date the Developer of Record waives in writing the appeal period, or;
- 3.6.3 in the event of an appeal pursuant to Article XII of the RRIF GAM, the date of a final decision on all issues on appeal.
- 3.7 **Expiration of RRIF Waivers.** RRIF Waivers shall not expire and may be used in perpetuity to pay Regional Road Impact Fees which would otherwise be due as a result of development within the Development of Record.

4. **Miscellaneous** The parties further agree as follows:

- 4.1 **Governing Law: Venue.** This Offset Agreement is being executed and delivered in Washoe County, Nevada, and is intended to be performed in the State of Nevada, and the laws of Nevada shall govern the validity, construction, enforcement and interpretation of this Offset Agreement. Venue for any legal action arising out of this Offset Agreement shall be in Washoe County, Nevada.
- 4.2 **Entirety and Amendments.** This Offset Agreement embodies the entire Offset Agreement between the parties and supersedes all prior negotiations, agreements and understandings, if any, relating to the Property, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought, provided that nothing contained in Subsection 4.2 shall be interpreted to change, amend or modify the conditions of the Development of Record approval by the

Participating Local Government. No oral statements or representations made before or after the execution of this Offset Agreement regarding the subject matter of this Offset Agreement are binding on any party, nor may any such oral statements or representations be relied on by a party.

- 4.3 **Invalid Provisions.** If any provision of this Offset Agreement is held to be illegal, invalid, unenforceable under present or future laws, such provision shall be fully severable. The Offset Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Offset Agreement. The remaining provisions of the Offset Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Offset Agreement.
- 4.4 **Parties Bound and Assignment.** The Offset Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. The Developer of Record may assign RRIF Waivers which have been calculated pursuant to Section 3.6 to a successor developer or developers, provided however, that such RRIF Waivers may only be utilized to offset Regional Road Impact Fees which would otherwise be due as a result of development within the Development of Record.
- 4.5 **Further Acts.** In addition to the acts recited in this Offset Agreement to be performed, the parties agree to perform, or cause to be performed, any and all further acts as may be reasonably necessary to consummate the obligations contemplated hereby.
- 4.6 **Headings.** Headings used in this Offset Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Offset Agreement.
- 4.7 **Notice.** All notices given pursuant to this Offset Agreement shall be in writing and shall be given by personal delivery, by facsimile transmission, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

**REGIONAL TRANSPORTATION COMMISSION,
Engineering Department**
Attn: Andrew Jayankura, P.E.
1105 Terminal Way, Suite 108
Reno, Nevada 89502
Telephone: (775) 348-0171
Facsimile: (775) 348-0170

**THE CITY OF RENO
Community Development**
Attn: Michael Mischel, P.E.
1 E. First Street
Reno, Nevada 89505
Telephone: (775) 326-6607
Facsimile: (775) 334-2382

Developer of Record
NP Reno Industrial, LLC
Attn: Travis Rudsill

The persons and address to whom notices are to be given may be changed anytime by any party upon written notice to the other party. All notices given pursuant to this Offset Agreement shall be deemed given upon receipt.

- 4.8 **Receipt Defined.** For the purposes of this Offset Agreement, the term “receipt” shall mean any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of actual receipt of the notice or other document; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of the attempted delivery or refusal to accept delivery; (ii) the date of the postmark on the return receipt; or (iii) the date of receipt of notice of refusal or notice of non-delivery by the sending party.
- 4.9 **Due Authorization.** The parties agree that they have the legal authority to enter into this Offset Agreement and the undersigned officer, representative or employee represents that he or she has the authority to execute this agreement on the behalf of the party represented.
- 4.10 **Indemnification.** Developer of Record shall indemnify, defend and hold harmless the RTC and the Participating Local Government, their offices, officials, employees and volunteers, from any and all costs, liabilities, damages, claims, demands, suits, action, attorneys, fees, or expenses of any kind (“claims”) that arise out of, or are in way related, in whole or in part to the negligence or misconduct, or acts or omissions, of the Developer of Record, its officers, agents, employees, members, volunteers, contractors and anyone else for whom it is legally liable, while performing or failing to perform Developer of Record’s duties under this Offset Agreement. Said indemnification excludes any claims to the extent caused by the negligence or willful misconduct of the RTC and /or the Participating Local Government. The Developer of Record’s obligations set forth in this Section shall expire and terminate as to any claims based on, related to, arising from or in connection with the Offered Improvements’ failure to comply with the Standard Specifications on the date of expiration of the applicable warranty period provided in Section 2.2.5 above.
- 4.11 **Termination of Offset Agreement.** This Offset Agreement may be unilaterally terminated by the RTC RRIF Administrator if twelve (12) consecutive months elapse without reasonable progress being made on the Offered Improvements. In the event of any such termination, Interim RRIF Waivers must be immediately surrendered or repaid in accordance with Section 3.5.
- 4.12 **Future Development Approvals.** The Participating Local Government agrees that future development approvals for the Development of Record shall not be denied on the basis of the policy level of service being exceeded on the Offered Improvements.

In Witness Whereof, the parties have executed this Offset Agreement on the ____ day of _____, 20__.

**REGIONAL TRANSPORTATION COMMISSION
A Special Purpose Unit of Government**

By: _____
Neoma Jardon, Chairman

STATE OF NEVADA

COUNTY OF WASHOE

The above-instrument was acknowledged before me this ____ day of _____, 20__, by
Neoma Jardon, Chair of the Regional Transportation Commission.

Notary Public

**CITY OF RENO
A Municipal Corporation**

APPROVED AS TO LEGAL FORM:

By: _____
Hillary Schieve, Mayor

By: _____
City Attorney

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

The above-instrument was acknowledged before me this ____ day of _____, 20__, by
Hillary Schieve, Mayor of the City of Reno, Nevada.

Attest by City Clerk: _____
City Clerk

DEVELOPER OF RECORD:

By: _____

STATE OF
COUNTY OF

The above-instrument was acknowledged before me this ____ day of _____, 20__ by

_____.

Notary Public

EXHIBIT "A"
**(Section X of the Regional Road Impact
Fees General Administrative Manual, Current Edition)**

SAMPLE

X. IMPACT FEE OFFSETS REQUESTED AFTER THE 5th EDITION RRIF GAM/CIP (3/2/2015) UPDATE

A. General

1. RRIF Waivers.

- a. RRIF Waivers are Offset-Eligible Costs equal to or less than impact fees owed for all or a portion of the land uses within a Development of Record.
 - b. When RRIF Waivers are approved, impact fees assessed by the Participating Local Government, will be “waived” until the fees waived within the Development of Record cumulatively equal the amount of Offset-Eligible Costs approved, as indicated in the RTC’s Notice of RRIF Waiver.
 - c. In the event the land uses within the Development of Record are modified greater than 10% of the land uses as identified in the Offset Agreement, RRIF Waivers will be re-evaluated at the then-current RRIF rate. Determination of a RRIF Waiver modification will be based on a comparison of the impact fees owed for the modified land uses, including any completed portions of the development, and the impact fees owed as identified in the Offset Agreement. The Local RRIF Administrator will notify the RTC RRIF Administrator of the Development of Record modification. The RTC RRIF Administrator will issue a new Notice of RRIF Waiver with the remaining value of RRIF Waivers expressed in dollars. All remaining RRIF Waivers shall be utilized at the then-current RRIF rate as of the date of issuance of the Building Permit for each unit of development. See Exhibit I.
2. Participating Local Governments may waive impact fees otherwise owed at the time of issuance of a building permit or issuance of the Certificate of Occupancy, as the case may be, if the RTC RRIF Administrator has issued a Notice of RRIF Waiver for the Development of Record within which the building permit is sought.
 3. Applications for a RRIF Waiver for the dedication or construction of Offered Improvements must be made to the RTC RRIF Administrator on a form provided by the RTC for such purposes.
 4. The RTC RRIF Administrator and the RTC General Counsel are the sole officials authorized to communicate, on behalf of the RTC Board, with a person submitting an application for RRIF Waivers. Representations and communications by other officials, unless expressly authorized by the RTC RRIF Administrator, may not be relied upon for purposes of the regional road impact fee obligations, offered Offset-Eligible

Improvements, or the terms of a proposed Offset Agreement. The Offset Agreement shall supersede all prior written and oral communications, regardless of source.

Any offer to dedicate or construct Offset-Eligible Improvements, pursuant to this section of the Manual and Offset Agreement, may be withdrawn at any time prior to the transfer of legal title.

B. Offset Agreement

1. With respect to improvements commenced on or before November 1, 2018, Offset Agreements must be approved prior to the start of work on any Offset-Eligible Improvement and prior to the issuance of any building permit for which RRIF Waivers are requested. With respect to improvements commenced after November 1, 2018, Offset Agreements must be approved prior to the earliest to occur of: (i) twelve (12) months from commencement of construction of the improvement, (ii) completion of work on any Offset-Eligible Improvement, and (iii) utilization of RRIF Waivers earned as a result of construction of any Offset-Eligible Improvement.
2. The RTC RRIF Administrator will issue a Notice of RRIF Waiver per the terms of a fully executed, final Offset Agreement accepting Offset-Eligible Improvements offered by the Developer of Record.
3. An Interim Notice of RRIF Waiver may be issued during phases of construction or dedication of land that provide reasonable assurance that over-crediting shall not occur
4. To the extent that Offered Improvements are ultimately not accepted, or if the Developer of Record is otherwise in material default under this Offset Agreement, the Developer of Record shall pay the actual Regional Road Impact Fees which would have otherwise been due had the Developer of Record not utilized Interim Waivers.

C. Procedure

1. Upon receipt of a complete Offset application, the RTC RRIF Administrator will distribute the application materials to the RTC General Counsel, other appropriate RTC staff, and the RRIF Administrator for each Participating Local Government in which the offered Offset-Eligible Improvement is located (the "affected Participating Local Government").
2. The RTC RRIF Administrator will coordinate with the RRIF Administrator for each affected Participating Local Government to insure all comments are received and given consideration prior to final action by the RTC Board of a proposed Offset Agreement.
3. After review by the RTC General Counsel, other appropriate RTC staff, and the RRIF Administrator of the affected Participating Local

Governments, the RTC RRIF Administrator will prepare a staff report and Offset Agreement for consideration by the RTC Board and the Governing Bodies of each Participating Local Government in which the proposed improvements are located.

- a. The RTC RRIF Administrator's report and Offset Agreement will establish which improvements offered by the Developer of Record qualify as Offset-Eligible Costs and the appropriate dollar amount and approved land use designations of any resulting RRIF Waivers, according to the provisions of this Manual.
 - b. Approved Offsets may not exceed the actual Offset-Eligible Costs, as described in Section X.F, below.
 - c. RRIF Waivers shall be expressed in dollars and by the amounts of Regional Road Impact Fees to be waived in terms of land uses using the Impact Fee Schedule, in effect as of the date of approval for the Offset Agreement.
 - d. If the RTC RRIF Administrator determines that cost estimates submitted by the Developer of Record are either unreliable or inaccurate, the final determination of the amount of the RRIF Waiver shall be made by the RTC RRIF Administrator based upon reasonable engineering criteria, construction costs estimates, property appraisals, or other professionally-accepted means of determining the value of the Offered Improvements.
4. Based on the report of the RTC RRIF Administrator, the provisions of this Manual, the Capital Improvements Plan, available funds for RTC projects, and other relevant factors, the RTC Board and the Governing Bodies of the affected Participating Local Governments will make a final decision whether to accept, reject, or to propose amendments to the Offset Agreement proposed by the Developer of Record, in exchange for RRIF Waivers
 5. Once a final decision has been made by the RTC Board and the Governing Bodies of the affected Participating Local Governments, the RTC RRIF Administrator will send by registered mail a copy or copies of the approved Offset Agreement for the final consent and signature of the Developer of Record. The final Agreement will be deemed to have been received by the Developer of Record three (3) days after mailing by the RTC RRIF Administrator.
 6. The Developer of Record must sign, date, and return the approved Offset Agreement indicating his or her consent to the terms therein within thirty (30) days of receiving the approved Offset Agreement from the RTC RRIF Administrator. If the RTC RRIF Administrator does not

receive the signed agreement within thirty days, the application for Offsets and offered improvements will be deemed withdrawn.

7. Unless an executed Offset Agreement expressly provides otherwise, i.e. as for provisions for Interim RRIF Waivers, no RRIF Waivers will be made until all Offset-Eligible Improvements have been completed and, if applicable, dedicated to the RTC or Participating Local Government as provided in the Offset Agreement.
8. Land dedications accepted as an Offset-Eligible Improvement must be accompanied by the following documentation prior to issuance of a Notice of RRIF Waiver being issued, as provided below:
 - a. The delivery to the appropriate governmental body of an irrevocable offer of dedication, with sufficient funds to pay all costs of transfer of title including recording.
 - b. The escrow of taxes for the current year or the payment of said taxes for the year.
 - c. The issuance of a title insurance policy subsequent to recording of the deed and escrow of taxes.
9. Unless expressly provided, or otherwise included in an executed Offset Agreement, it is the responsibility of the Developer of Record to submit sufficient documentation to the RTC RRIF Administrator to establish that the terms of the Offset Agreement have been met and that RRIF Waivers are to be made.
10. Once the RTC RRIF Administrator has made such a determination, he or she will issue a Notice of RRIF Waiver to the affected Participating Local Governments.

D. Application for RRIF Waivers

1. Generally.

- a. An offer to construct or dedicate Offset-Eligible Improvements may be made by submitting an Application for Impact Fee Offsets to the RTC RRIF Administrator. The application must contain the information and documentation required by this section of the Manual and sufficiently identify and describe the offered CIP improvements, which otherwise would have been built by the RTC with collected Regional Road Impact Fees.
- b. After review and recommendations are made by the RTC RRIF Administrator and the affected Participating Local Government RRIF Administrators, the RTC RRIF Administrator will forward a draft Offset Agreement, application, and staff report to the RTC Board and

the Governing Bodies of the Participating Local Governments for a final decision, in accordance with Section X.C, above.

2. Contents and required documentation of Offset Application. Each application for an Offset Agreement must contain the following:
 - a. The name of the Developer of Record offering to make Offset-Eligible Improvements and requesting RRIF Waivers, as provided in this Manual.
 - b. The contribution, payment, construction, or land dedication which will constitute the Offered Improvements and the legal description or other adequate description of the project or development, referred to and the Development of Record, to which the Offered Improvements are related.
 - c. The name, address, phone number, fax number, email address and a contact person of the Developer of Record for which Offsets are proposed.
 - d. The name, Local Government File Number, and three copies of the site plan of the Development of Record for which Offsets are proposed.
 - e. List of approved land uses and the estimated impact fees for those uses within the Development of Record for which RRIF Waivers are requested.
 - f. Name, address, phone number, fax number, email address and contact person of the Engineer of Record.
 - g. The proposed plans and specifications for the specific construction prepared and certified by a duly qualified engineer, registered and licensed in the State of Nevada.
 - h. When a Developer of Record offers to dedicate right-of-way contained in the RRIF CIP, he or she shall present:
 - (1) Preliminary Title Report.
 - (2) Copy of Dedication Map containing proposed dedication.
 - (3) Documentation sufficient to establish the applicant's opinion of value of property to be offered for dedication, as provided in Section X.F.2.c.(2).
 - i. Sufficient documentation to verify the actual costs of Offered Improvements, in accordance with Section (F)(2), below.

E. Offset Agreement Requirements.

1. No dedication or construction project may be accepted in exchange for RRIF Waiver except pursuant to an executed Offset Agreement between the RTC, the Participating Local Governments and the provider of the dedication or construction, which must include the following:
 - a. The projected costs for the proposed Offered Improvements, based on the valuation provisions of Section X.F.2, below, including provisions for verifying costs and facilitating changes in costs or plans.
 - b. The time by which the construction of the Offered Improvements shall be paid, completed, or dedicated and any provisions for extensions thereof.
 - c. The proposed amount in dollars and land uses of RRIF Waivers to be approved, based on the estimated costs of Offered Improvements.
 - d. The terms and conditions that must be met before the RTC RRIF Administrator will issue a Notice of RRIF Waiver to an affected Participating Local Government authorizing the waiver of Regional Road Impact Fees, in accordance with the provisions of this Manual.
 - e. The parties' acknowledgement that RRIF Waivers shall be limited for use for the payment of impact fees associated with the Development of Record listed in the Offset Agreement. RRIF Waivers shall not expire.
 - f. RRIF Waivers shall be assigned to offset the impact fees within the Development of Record pursuant to the Offset Agreement.
 - g. If the designated land uses for the Development of Record identified in the Offset Agreement change, the remaining waivers shall be re-assessed as outlined in the provisions in Section X.A.1.c
 - h. A provision requiring that all Offset-Eligible Improvements accepted will be in accordance with RTC requirements and standards.
 - i. Any labor, work safety, prevailing wage, or other applicable laws or regulations with which the Developer of Record must comply; and
 - j. such other terms and conditions agreed to by the parties.
2. Any changes to an Offset Agreement approved by the RTC Board, other than those addressed in Section X.F.2. below, will require an amendment to the Offset Agreement using the same procedure as its original adoption.

F. Calculation of Offsets.

1. Eligibility.

- a. RRIF Waivers may be approved only for Offset-Eligible Costs, as defined in this Manual, which are limited to the costs the RTC otherwise would have incurred for non-Site-Related Improvements in the CIP, also as defined in this Manual. Among the types of roadway improvements not considered Offset-eligible are site-related Improvements, local and/or private streets, improvements which are compensated for by a governmental body.
- b. RRIF Waivers may be given only pursuant to a valid Offset Agreement, executed according to the provisions of this Manual.
- c. All Offset-Eligible Costs are available for RRIF Waivers only if associated with Offset-Eligible Improvements that meet design standards approved by the RTC, but only to the extent such costs don't exceed the scope of the project as planned by the RTC in the CIP or as described in the applicable Offset Agreement.

2. Valuation.

- a. RRIF Waivers approved by the RTC, pursuant to the terms of an executed Offset Agreement, will be based on and may not exceed verified costs of the dedication or construction of Offset-Eligible Improvements offered by the Developer of Record and accepted by the RTC.
- b. The RTC will not approve RRIF Waivers in excess of the Regional Road Impact Fees owed for a Development of Record as of the date of the applicable Offset Agreement.
- c. If the actual verified costs are used, the RRIF Waiver shall be calculated as follows:
 - (1) Construction of Facilities and Provision of Equipment. The RRIF Waiver may not exceed the actual cost of construction or equipment, as evidenced by receipts and other sufficient documentation provided by the developer of the public facility and verified by the RTC RRIF Administrator. Actual costs shall be based on local information for similar improvements; may include the cost of construction, planning feasibility, alignment studies, plan-line studies, preliminary engineering, relevant geotechnical, environmental and cultural resource studies, permitting, the cost of all lands, property, rights, easements, and franchises acquired, construction financing charges, plans and specifications,

surveys, engineering and legal services, construction inspection and testing, and all other expenses necessary or incident to determining the feasibility or practicability of such construction.

(2) Dedication of Land.

(a) If the land in question is subject to a valid agreement, zoning approval or development approval, which established a valuation or prescribes a method of valuation, the agreement, zoning approval or development approval shall control.

(b) If the dedication is made pursuant to a condition of discretionary zoning or development approval, the value of the land shall be determined as of the date immediately preceding the discretionary development approval. The value shall be based upon the condition of the property and the regulatory zoning in place immediately prior to the discretionary approval

(c) Valuation shall be based on the fair market value of the land upon execution of the Offset Agreement by the Developer of Record or final approval of the proposed Offset Agreement by the RTC Board or Governing Bodies of the affected Participating Local Government, whichever is earlier.

- d. All changes in the estimate of Offset-Eligible Costs or to the approved plans and specifications (prior to or after execution of an Offset Agreement), shall require approval of the RTC RRIF Administrator. The applicant shall provide the RTC RRIF Administrator copies of all contracts or agreements made for design services, construction, or engineering during construction within fifteen (15) days after their execution.

EXHIBIT "B"
(Site Plan and Description of Development of Record)
(Must include proposed units of development and land use categories)

SAMPLE



PROJECT DESCRIPTION

Reno Logistic Center is a proposed industrial warehouse and logistics site in Reno on approximately 74.6 acres. The development includes driveways, internal circulation roadways, parking lot and trailer layout and design, on-site sewer and storm drain gravity facilities, water system improvements, etc.

The offset eligible improvements in this application include the construction of roadway improvements for North Virginia Street (± 2720 LF) from the western boundary to the eastern boundary of the site. The widened roadway includes 2 travel lanes, 2 turning lanes, and bike lane in each direction separated by a striped median. Curb, gutter, and sidewalk will be included on both sides of the road. Existing right of Way width is 100'. New eligible widening improvements include 2315 LF of new roadway pavement width, 23 FT in width, lane tapers 425 LF long and ± 7 FT wide on each side, new curb, gutter, and sidewalk on the southside of Virginia Street, roadway signage and striping, drainage improvements, and resetting of overhead power and lowering buried fiber optic, and water to accommodate the widened road section.

The developer is requesting Regional Road Impact Fee Offsets for the eligible improvements as identified within this agreement.

Developer of Record
NP Reno Industrial, LLC.
4825 NW 41st Street, Suite 500
Riverside, Missouri 64150
Phone: (816) 888-7380
Contact: Travis Rudsill

Development of Record
Reno Logistics Master Planned Community
Local Government Agency File No: BLD 21-05746E

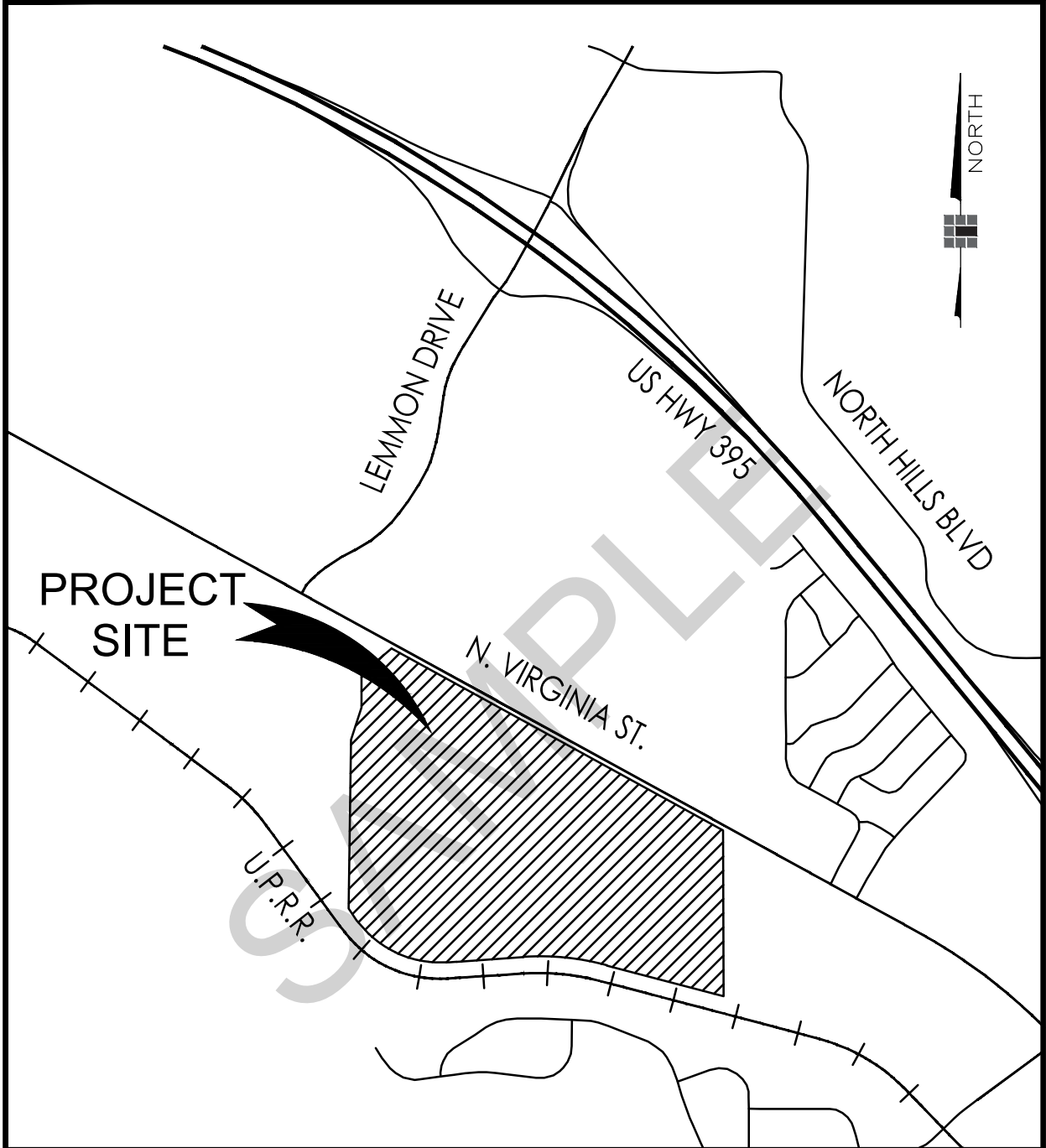
Engineer of Record
Christy Corporation, LTD
1000 Kiley Parkway
Sparks, Nevada 89436
Phone: (775) 527-0707
Contact: Doug Buck, PE

List of Approved Land Uses

The development includes a 796,200 S.F. warehouse (Ref. Exhibit for Reno Logistic Center North Virginia Street Improvements).

Impact Fee Generation vs. Requested Offsets

The total Regional Road Impact fees generated by the proposed development of record is estimated at \$462,631.06, as detailed in the attached "Planned Construction RRIF Estimate" table. The value of the offered improvements subject to the RRIF offsets is \$1,296,529.84, as detailed in the attached "Cost of Dedicated Improvements Eligible for Offset Waivers" table.



**PROJECT
SITE**

VICINITY MAP

NOT TO SCALE

EXHIBIT FOR
RENO LOGISTIC CENTER
NORTH VIRGINIA STREET IMPROVEMENTS
VICINITY MAP



1000 Kiley Pkwy | Sparks Nevada 89436
775.502.8552 christynv.com

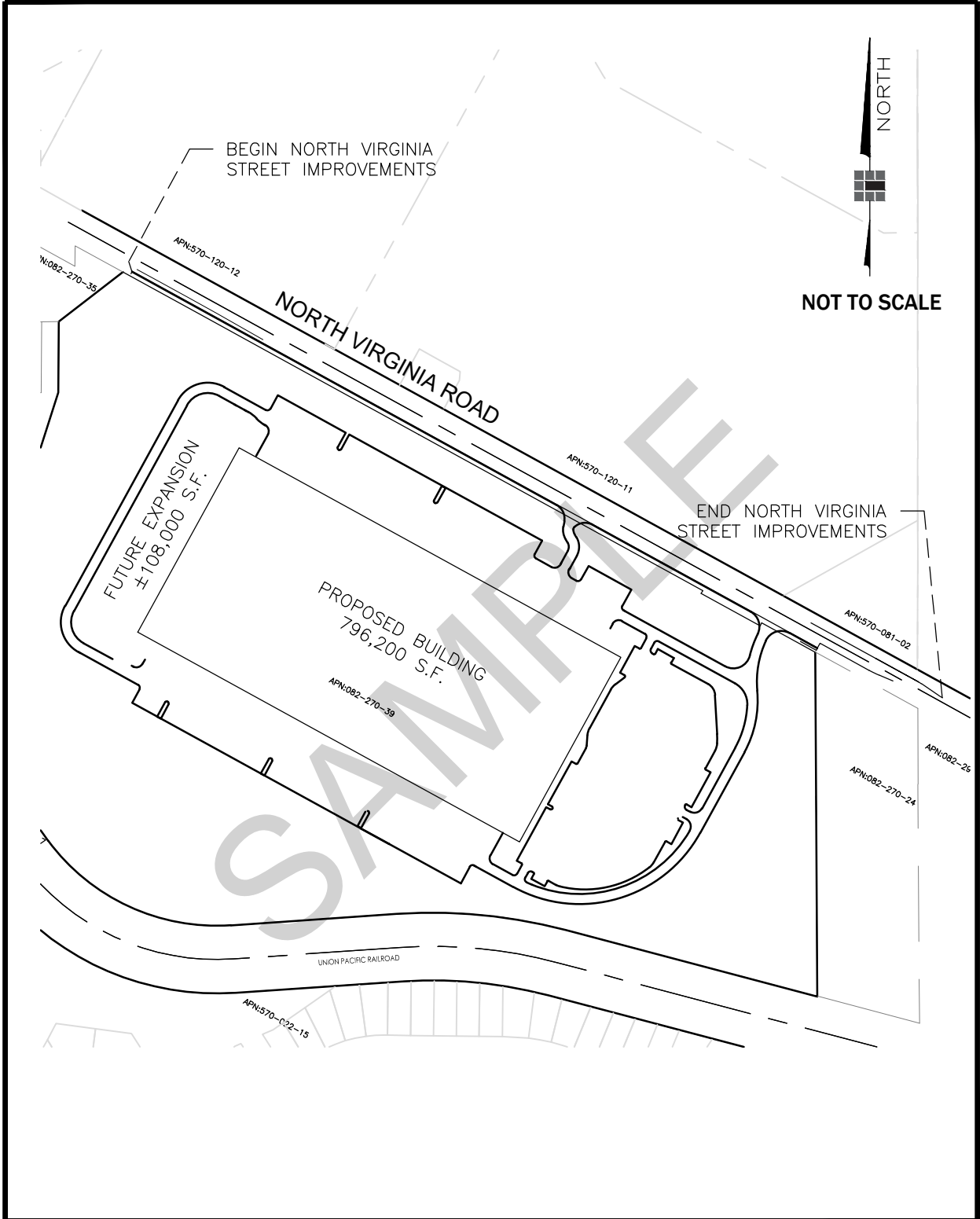


EXHIBIT FOR
 RENO LOGISTIC CENTER
 NORTH VIRGINIA STREET IMPROVEMENTS



1000 Kiley Pkwy | Sparks Nevada 89436
 775.502.8552 christynv.com

Planned Construction RRIF Estimate
 RENO LOGISTICS

6/15/2021

Land Use	Area (SF)	Unit	VMT	Fee Per Unit	Total Estimated Fee
Warehouse	796200	1000 GFA	1409 \$	328.34 \$	462,631.06
TOTAL:					\$462,631.06

SAMPLE

Cost of Dedicated Improvements Eligible for Offset Waivers
North Virginia Street

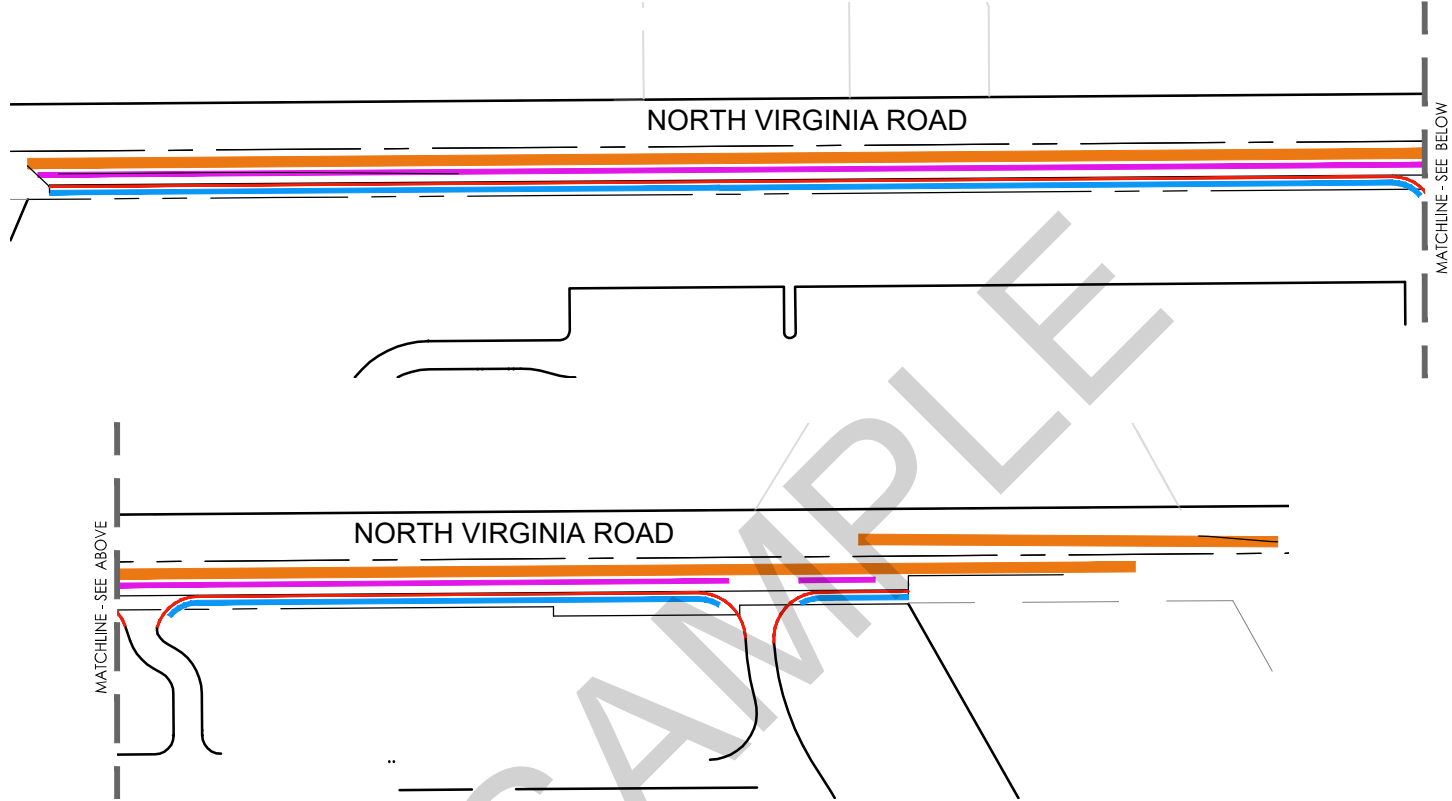


12/3/2021

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	NOTES
Mobilization	1	LS	\$ 25,000.00	\$25,000.00	
Erosion Control Initial Setup	1	LS	\$ 15,000.00	\$15,000.00	
Clear and Grub	71123	SF	\$ 0.12	\$8,534.76	
Excavate and Remove Existing CMP SD Pipe	40	LF	\$ 1,250.00	\$50,000.00	
Excavate and Remove Existing Drop inlets	2	EA	\$ 75,000.00	\$150,000.00	
Cut/Fill	13170	CY	\$ 3.50	\$46,095.00	
Grade for Slopes	71123	SF	\$ 0.24	\$17,069.52	
Type 4r Drop Inlet	3	EA	\$ 2,344.00	\$7,032.00	
15" Storm Drain PVC	90	LF	\$ 62.00	\$5,580.00	
12" SDR 35 PVC	20	LF	\$ 54.00	\$1,080.00	
72" Storm Drain Manhole	2	EA	\$ 11,854.80	\$23,709.60	
Sub-Grade Prep (Concrete)	20481	SF	\$ 0.15	\$3,072.15	
Type I Curb and Gutter on 6" Ag. Base	2055	LF	\$ 16.87	\$34,667.85	
4" PCC Sidewalk on 4" Base (off-site)	13012	SF	\$ 5.00	\$65,060.00	
6" PCC Arterial Valley Gutter on 6" Ag. Base	3359	SF	\$ 8.37	\$28,114.83	
ADA Handicap Ramps on 4" Agg. Base	4	LS	\$ 7,500.00	\$30,000.00	
Sub-Grade Prep(Asphalt)	57262	SF	\$ 0.09	\$5,153.58	
12" Ag. Base under 6" AC Paving (off-site)	57262	SF	\$ 6.25	\$357,887.50	
2" Type 3 PG64-22 Mill & Overlay (off-site)	16740	SF	\$ 1.25	\$20,991.96	
Fog Seal	74002	SF	\$ 0.04	\$3,256.09	
Stripping/Roadway Signage and Striping	1	LS	\$ 25,000.00	\$25,000.00	
Raise Catch Basins to Grade	1	LS	\$ 10,000.00	\$10,000.00	
Raise SDMH/SSMH Lids & Pour Concrete Collar	1	LS	\$ 30,000.00	\$30,000.00	
Raise Water Valve Cans to Grade & Pour Collar	1	LS	\$ 15,000.00	\$15,000.00	
Relocate 14" Ductile Iron Waterline	310	LF	\$ 145.00	\$44,950.00	
CAT 349 Excavator	16	Hrs	\$ 280.00	\$4,480.00	
Foreman	16	Hrs	\$ 125.00	\$2,000.00	
Labor (2)	32	Hrs	\$ 65.00	\$2,080.00	
CAT 966 Loader	16	Hrs	\$ 200.00	\$3,200.00	
Shoring and Trench Plates	5	Days	\$ 5,000.00	\$25,000.00	
Traffic Control - Lane Closure and Flaggers	5	Days	\$ 2,965.00	\$14,825.00	
Hydrovac Existing Fiberoptics Line	60	Hrs	\$ 275.00	\$16,500.00	
Excavate/Handwork Around Fiberopic Line	500	LF	\$ 125.00	\$62,500.00	
Additional Traffic Control	2	Weeks	\$ 9,750.00	\$19,500.00	
Re-excavate for new location of 48" SD	147	LF	\$ 275.00	\$40,425.00	
Added "Pour-in-Place" MH at 48" SD	1	EA	\$ 18,960.00	\$18,960.00	
Shared Trench 4" Conduit	2365	LF	\$ 95.00	\$224,675.00	
Risers at Pole	2	EA	\$ 15,650.00	\$31,300.00	
Concrete Vault Pull Box	5	EA	\$ 12,650.00	\$63,250.00	\$1,550,949.84
Construction Water	1	EA	\$ -	\$0.00	
Design, Permitting and Construction Mgmt	1	EA	\$ -	\$0.00	
Construction Survey	1	EA	\$ -	\$0.00	
Testing and Inspection	1	LS	\$ -	\$0.00	
ROW Acquisition	1	AC	\$ -	\$0.00	
TOTAL				\$1,550,950	

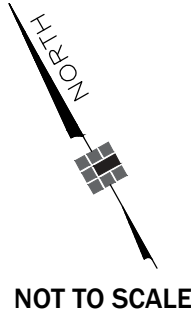
EXHIBIT "C"
(Offered Improvements Application/Submittals)

SAMPLE



QUANTITIES OF OFFSET ELIGIBLE IMPROVEMENTS:
ITEM:

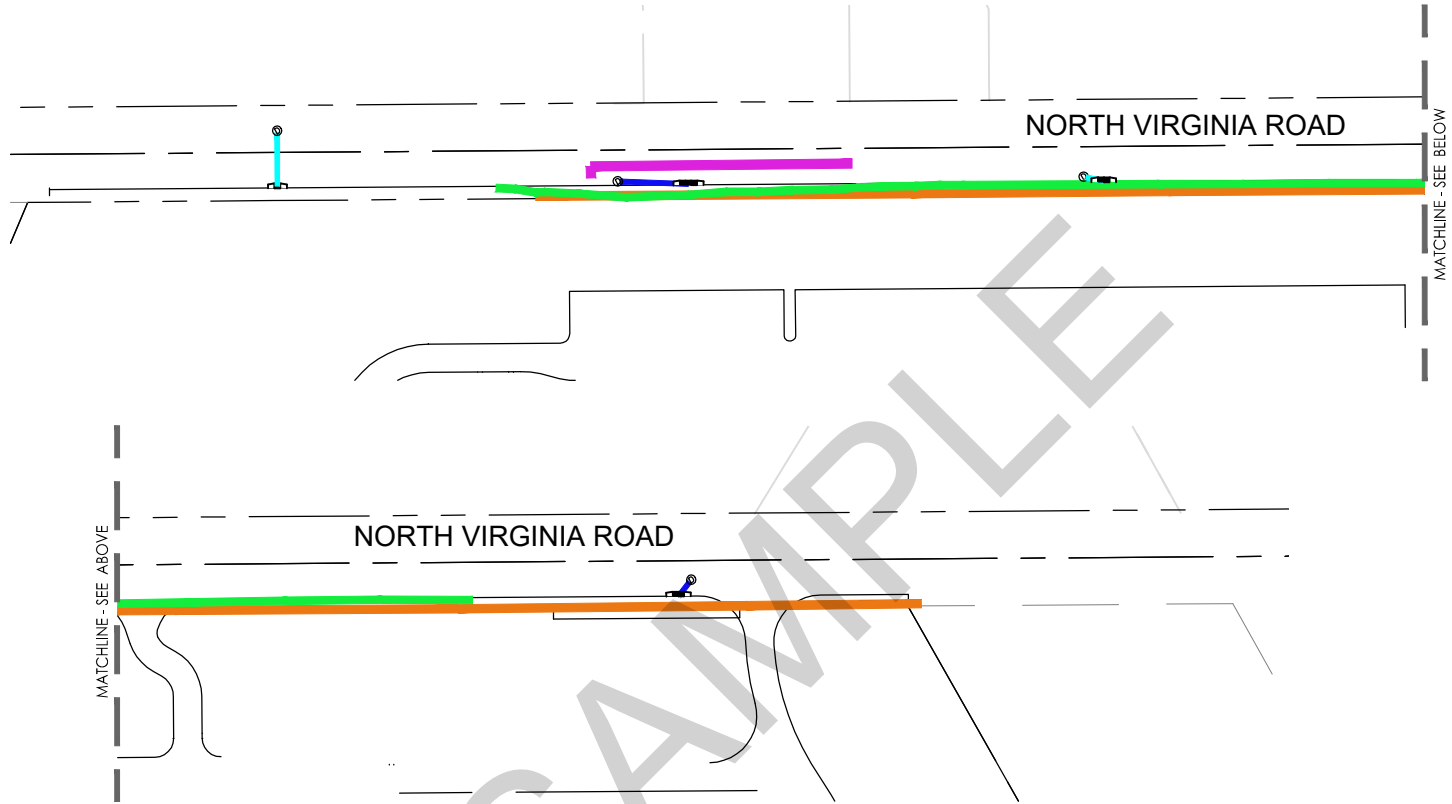
▭ 6' SIDEWALK W/ BASE	UNIT QTY:	12,810± SF
▭ CURB AND GUTTER W/ BASE		2,050± LF
▭ AC PAVEMENT W/ BASE (TRAVEL LANES)		57,830± SF
▭ AC PAVEMENT W/ BASE (BIKE LANE)		11,030± SF
ROW WIDTH		271,800± SF









NOT TO SCALE

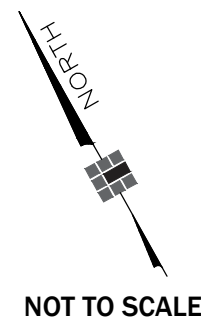


EXHIBIT FOR
NORTH VIRGINIA ROAD
OFFSET ELIGIBLE IMPROVEMENTS




QUANTITIES OF ELIGIBLE UTILITY IMPROVEMENTS:
ITEM:

 14" WATER LOWERING	UNIT QTY:
 RESET POWER POLES AT NEW GRADE	290± LF
 FIBER LOWERING	1,800± LF
 SD INLET	TBD± LF
SDMH	8 EA
 12" SD PIPE	4 EA
 15" SD PIPE	± LF
	90± LF



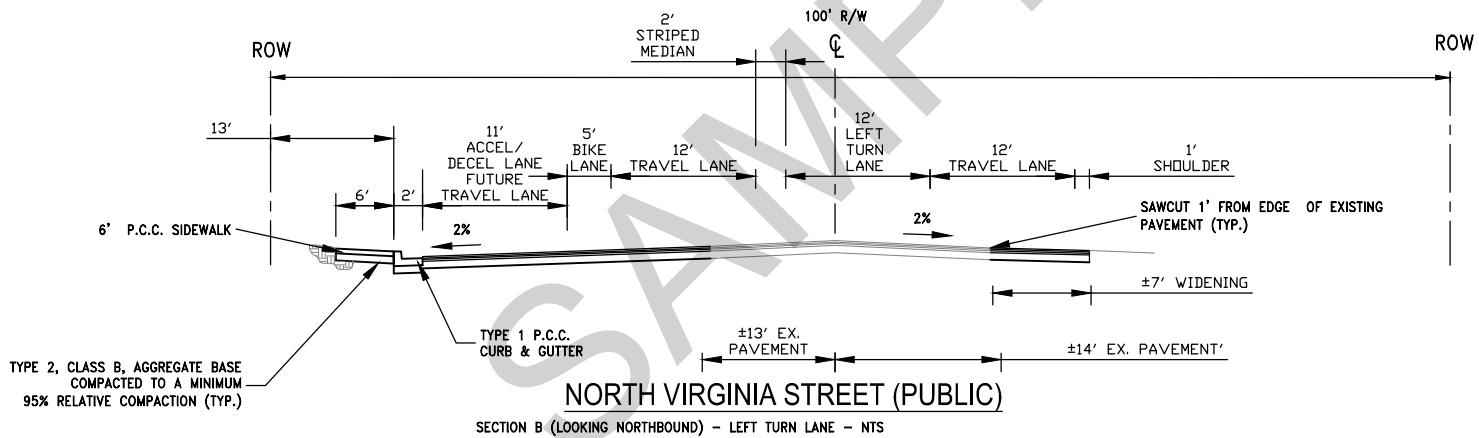
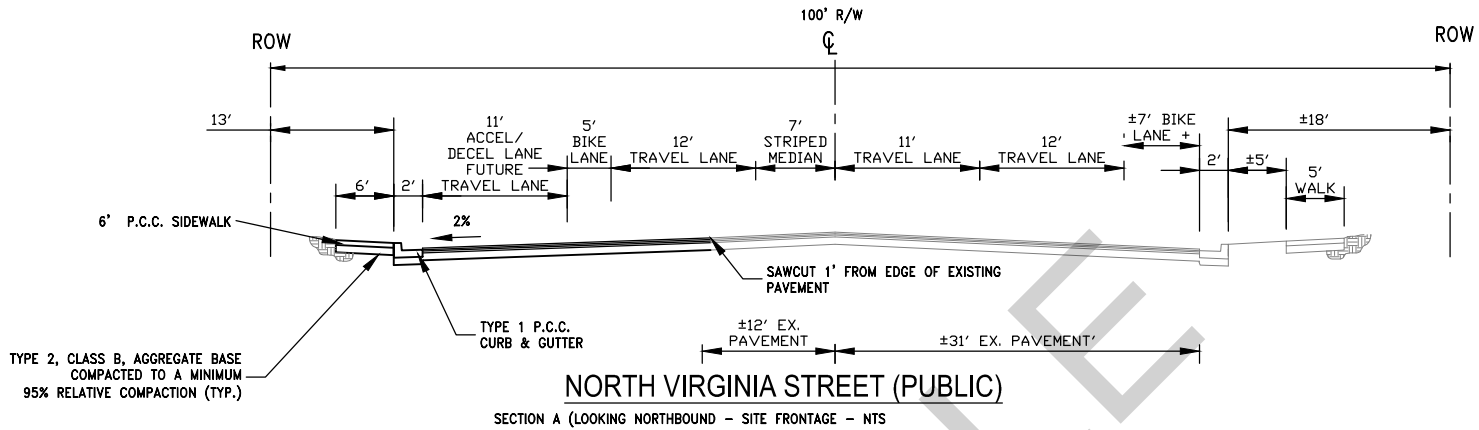
NOT TO SCALE



CHRISTY
CORPORATION



EXHIBIT FOR
NORTH VIRGINIA ROAD
ELIGIBLE UTILITY IMPROVEMENTS



RTC OFFSET ELIGIBLE IMPROVEMENTS:
 THE TOTAL CENTERLINE LENGTH OF THE WINGFIELD HILLS ROAD IMPROVEMENTS IS 2720'. THE FOLLOWING DESCRIBES THE RTC CREDIBLE IMPROVEMENTS (SHOWN ABOVE).

- GRADING
- ONE 11' LANE
- ONE 5' BIKE LANE
- ±7' WIDENING
- ONE SIDE OF CURB AND GUTTER W/BASE
- ONE SIDE OF SIDEWALK W/BASE
- LAND
- STORM DRAIN PERCENTAGE OF TOTAL
- SIGNAGE/STRIPING/TRAFFIC SIGNAL

EXHIBIT "D"
(Letter of Approval)

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

November 2, 2021

Travis Rudsill
NP Reno Industrial LLC
4825 NW 41st Street, Suite 500
Riverside, Missouri 64150

Subject: Letter of Approval for Regional Road Impact Fee Waivers

Dear Mr. Rudsill:

The Regional Road Impact Fee (RRIF) Administrators for the RTC and the City of Reno have reviewed and approved your application to receive RRIF waivers for Reno Logistics Center - a 2,720' long segment of North Virginia Street, a four-lane arterial roadway connection extending from Golden Valley Road to Lemmon Drive. A RRIF Offset Agreement for this work is being prepared and will be forwarded to the RTC Board and the City of Reno with a recommendation for approval. Upon approval and execution of the Offset Agreement by these bodies, the agreement will be forwarded to the Developer of Record for signature.

Please feel free to contact Andrew Jayankura, RTC Project Manager, at (775) 332-2139 should you have any questions regarding this subject.

Sincerely,

**REGIONAL TRANSPORTATION COMMISSION
RRIF ADMINISTRATOR**

**CITY OF RENO
RRIF ADMINISTRATOR**

DocuSigned by:

Brian Stewart

37C62E7331624CF...

Brian Stewart, P.E.
Engineering Director

DocuSigned by:

Michael Mischel

03A63ADC51ED415...

Michael Mischel, P.E.
City of Reno RRIF Administrator

BAS/AVJ/jzm

cc: Douglas Buck, Christy Corporation

File: RRIF Offset Agreement #513008

**EXHIBIT “E”
(The Developer of Record QA/QC Program
And
RTC Special Technical Specifications
For
Regional Road Impact Fee Projects)**

SAMPLE

SPECIAL TECHNICAL SPECIFICATIONS

1.01	INSPECTION AND TESTING	1.15	BRIDGE DECKS - Deleted
	1.01A <u>ASPHALT CEMENT</u>	1.16	SLURRY SEAL
	1.01B <u>BITUMINOUS PLANTMIX</u>	1.17	MICRO-SURFACE - Deleted
1.02	REMOVAL OF EXISTING IMPROVEMENTS	1.17A	<u>GENERAL</u>
1.03	TREE ROOT MITIGATION - Deleted	1.17B	<u>CONTRACTOR PERSONNEL</u>
1.04	SUBGRADE PREPARATION- Deleted	1.17C	<u>MATERIAL</u>
1.05	OVEREXCAVATION AND STABILIZATION - Deleted	1.17D	<u>MIX DESIGN</u>
1.06	GEOSYNTHETICS - Deleted	1.17E	<u>PROPORTIONING</u>
	1.06A <u>SEPARATION</u>	1.17F	<u>MIXING AND SPREADING EQUIPMENT</u>
	1.06B <u>STABILIZATION</u>	1.17G	<u>PLACEMENT</u>
	1.06C <u>REINFORCEMENT</u>	1.18	PAVEMENT MARKINGS
1.07	TRENCH EXCAVATION	1.18A	<u>TRAFFIC PAINT</u>
1.08	PIPE - Deleted	1.18B	<u>THERMOPLASTIC</u>
1.09	ROADBED MODIFICATION - Deleted	1.18C	<u>RAISED MARKERS</u>
1.10	AGGREGATE BASE - Deleted	1.19	FLEXIBLE MEDIAN ISLAND OBJECT MARKERS
1.11	CEMENT TREATED BASE - Deleted	1.20	CHANNELIZERS
	1.11A COMPOSITION OF MIXTURES	1.21	IMPACT ATTENUATOR - Deleted
	1.11B MIXING	1.22	TRAFFIC SIGNS
	1.11C SPREADING	1.23	TRAFFIC SIGNALS
	1.11D PROTECTION AND CURING	1.23A	<u>LOOP DETECTORS</u>
1.12	PORTLAND CEMENT CONCRETE	1.23B	<u>TEMPORARY MODIFICATIONS DURING CONSTRUCTION</u>
	1.12A COMPOSITION OF MIXTURES	1.23C	<u>CAMERAS</u>
	1.12B <u>SIDEWALK, CURB AND GUTTER</u>	1.24	UTILITY ADJUSTMENTS
	1.12C <u>THRUST BLOCKS</u>	1.24A	<u>VERIFICATION OF DEPTH</u>
	1.12D <u>RETAINING WALLS</u>	1.24B	<u>UTILITY MANHOLE AND VAULT ADJUSTMENTS</u>
	1.12E <u>PAVING</u>	1.24C	<u>MANHOLE PROTECTION PLAN</u>
	1.12F <u>UTILITY ADJUSTMENTS</u>	1.25	SURVEY MONUMENTS
1.13	DETECTABLE SURFACE WARNING TILES	1.26	CERTIFICATES OF COMPLIANCE
1.14	BITUMINOUS PLANTMIX		
	1.14A <u>COMPOSITION OF MIXTURES</u>		
	1.14B <u>PAVING</u>		
	I <u>SPREADING AND FINISHING</u>		
	II <u>ACCEPTANCE</u>		
	III <u>MITIGATION</u>		
	IV <u>SPECIAL PAVING CONSIDERATIONS</u>		
	V <u>TACK COAT</u>		
	VI <u>LONGITUDINAL JOINTS</u>		
	1.14C <u>PERMANENT PATCHING</u>		

1.01 INSPECTION AND TESTING

Quality Assurance testing and inspection will be provided by the Agency. Quality Control shall be the Contractor's responsibility. All samples shall be furnished by the Contractor without cost to the Regional Transportation Commission of Washoe County (hereinafter designated "RTC" and/or "Agency"). The Agency may waive sampling and testing if adequate information, properly certified, is available to indicate that materials comply with the terms of specifications. Any retests due to faulty workmanship or materials shall be paid for by the Contractor.

All materials furnished and work performed, shall be done in accordance with the "Standard Specifications for Public Works Construction" (hereinafter designated "Standard Specifications") sponsored and distributed by RTC, Churchill County, Carson City, the Cities of Reno and Sparks, the City of Yerington, and Washoe County, including addenda through February 29, 2012, except as modified within the "Special Technical Specifications" for XYZ (hereinafter designated "STS"); and in accordance with the "Standard Details for Public Works Construction" (hereinafter designated "Standard Details"), including updates through December 29, 2011, except as modified by the drawings for XYZ.

SPECIAL TECHNICAL SPECIFICATIONS

1.01A ASPHALT CEMENT

1. Sampling - During hot mix operations for all paving days, the Design Engineer’s designated representative shall obtain samples of all asphalt cement binders used to produce the bituminous mixture(s). During the pre-construction meeting the contractor shall provide the contact information for the certified plant representative that will be responsible for taking the asphalt cement samples. The Design Engineer’s designated representative shall contact the plant representative in advance of each paving day and coordinate the sampling in accordance with the plantmix production schedule. Asphalt cement samples shall be taken at the injection point for each “lot” (500 ton) of plantmix bituminous pavement. Plant personnel sampling bituminous material are required to be qualified in the WAQTC Asphalt Module or NAQTC Specialized Test AASHTO T40 (Sampling Bituminous Material). All sampling shall be witnessed by the Design Engineer’s representative. The plant representative shall properly label each sample which shall then be signed by both representatives.
2. Testing – Unless otherwise directed by the RTC Project Manager, the Design Engineer shall procure the testing of one of the samples from each paving day for compliance with Section 201 – “Bituminous Material” of the Standard Specifications at a laboratory certified to perform all required testing components.
3. **The sample to be tested shall be properly handled and sent to the State of Nevada Department of Transportation Materials Testing Laboratory, 1263 South Stewart Street in Carson City, Nevada.** The test result shall represent the binder material contained in all plantmix bituminous paving lots for the corresponding paving day. The remaining daily samples shall be stored at the Design Engineer’s designated laboratory throughout the duration of the Contractor’s warranty period.
4. Acceptance – Asphalt binder not conforming to Table 201.02-IV (PG64-28NV) of the Standard Specifications, Section 201 – “Bituminous Material” shall be assessed demerits in accordance with the following table:

TEST	LIMIT WITH TOLERANCE	REJECTION LIMIT	DEMERITS
Tests on Original Asphalt Cement			
Rotational viscosity (Pa.s)	3.21 Max.	3.50 Max.	21
Flash point, (°C)	222 Min.	163 Min.	21
Ductility (cm)	50 Min.	29 Min.	21
Toughness (Inch-lbs)	110 Min.	57 Min.	21
Tenacity (Inch-lbs)	75 Min.	22 Min.	21
Sieve Test (%)	1	10	21
Dynamic Shear (kPA)	0.90 Min.	0.75 Min.	21

SPECIAL TECHNICAL SPECIFICATIONS

Tests on Residue from Rolling Thin Film Oven			
Ductility (cm)	25 Min.	4 Min.	21
Dynamic Shear (kPA)	1.98 Min.	1.65 Min.	21
Average Mass Change (%)	1.00 Max.	1.01 Max.	31
Tests on Residue from Pressure Aging Vessel			
Dynamic Shear (kPA)	5500 Max.	6250 Max.	21
Stiffness Modulus (MPA)	330 Max.	375 Max.	21
Slope, m-value	0.290 Min.	0.245 Min.	21

Notes:

1. Demerits, up to the amount shown, shall be assessed for each test result that exceeds the "Limit with Tolerance."
2. The number of demerits assessed for each test result shall be calculated based on prorating the total demerits over the range from "Limit with Tolerance" to the "Rejection Limit."
3. The demerit/increment shall be multiplied by the difference between the noncompliant test result and the "Limit with Tolerance."
4. Demerit values for each test result will be rounded down to the nearest whole number.

The parties of the contract agree that damage will be sustained by the Agency in the event that the asphalt binder does not conform to the requirements of the specifications. In addition it is agreed that it is extremely difficult to quantify the actual damage the agency will sustain. Demerits will be used to determine mitigation that may include any necessary measures up to, and including, the assessment of liquidated damages or removal and replacement of the deficient material. The assessment of liquidated damages and the corresponding deduct from monies owed the contractor shall be in accordance with the schedule and corresponding notes below.

Total Number of Demerits	Liquidated Damage Dollar per Ton^{1,2}
1 – 2	10
3 – 5	20
6 – 9	30
10 – 14	50
15 – 20	100
21 - 30 ³	75% of the cost of the asphalt binder
31 - 40 ³	100% of the cost of the asphalt binder
41 or more ^{3,4}	100% + additional damages to be determined

Notes:

1. Liquidated damages will be assessed against the quantity (Tonnage) of asphalt binder used in the plantmix bituminous pavement represented by the sample tested.
2. The tons of asphalt binder shall be determined by multiplying the average of asphalt contents (by dry weight of aggregate) from all affected lots by the total tons of bituminous mixture placed.
3. Remove and replace material shown to have 21 or more demerits. Material removed shall not be paid for and all costs associated with removal shall be at the contractor's expense. Testing and inspection of replaced materials shall be as directed by the RTC Project Manager and all associated costs shall be at the contractor's expense. At the RTC Project Manager's option, materials having 21 or more demerits may be left in place and liquidated damages assessed at the percentage of asphalt binder cost shown. The cost of the asphalt binder used for assessing

SPECIAL TECHNICAL SPECIFICATIONS

- liquidated damages shall be \$675 per ton.
4. Liquidated damages as determined by the RTC Project Manager may be in excess of the cost of the asphalt binder.

Additional samples may be tested at the Contractor’s request and expense and following approval of the RTC Project Manager. Liquidated damages assessed due to deficient asphalt binder material may be in addition to any mitigation measures or penalties that may be determined by other sections of the specifications.

1.01B BITUMINOUS PLANTMIX

Subsection 336.03.04 - “Bituminous Mixtures” of the Standard Specifications, is herewith amended as follows:

1. On page 336.00-6, add the following to the fourth paragraph at the bottom half of the page regarding cores and cut samples:

Measure single core or cut sample in accordance with ASTM D3549, latest version, to the nearest 0.05" and report to the nearest 0.05" per the following examples:

Individual Measurements		
Using Apparatus Capable of 2 Decimal Places	Using Apparatus Capable of 1/16 Inch	Reported Thickness After Rounding
2.23" to 2.27"	2-4/16" = 2.250"	2.25"
2.28; to 2.32"	2-5/16" = 2.313"	2.30"
2.33" to 2.37"	---	2.35"
2.38" to 2.42"	2-6/16" = 2.375"	2.40"
2.43" to 2.47"	2-7/16" = 2.438"	2.45"
2.48" to 2.52"	2-8/16" = 2.500"	2.50"

For purpose of acceptance and mitigation, the average of the rounded thickness measurements of the 3 cores or cut samples for each lot shall be reported to the nearest 0.1". A number ending in 0.05" shall be rounded up. For example, both 2.35" and 2.40" are rounded to 2.4".

2. On page 336.00-7, delete the fourth paragraph and replace as follows:

One fresh, hot sample of the bituminous mixture (HMA) for each “lot” shall be tested for conformance with the mix design test properties as required by STS 1.14A BITUMINOUS PLANTMIX, and in accordance with ASTM D2041, as qualified in the Standard Specifications.

Fresh, hot samples are defined as the samples obtained during construction, transported to the laboratory, molded and compacted on the same day. Reheating is allowed only for restoring heat lost, if any, during transport to the laboratory

SPECIAL TECHNICAL SPECIFICATIONS

and sample preparation. Refer to Note under item 4 below (STS 1.01B BITUMINOUS PLANTMIX - Item 4, “Preparing Field Sample”) regarding limitations on test results from reheated archived samples.

3. On page 336.00-7 under Subsection 336.03.04.01 - “Sampling” of the Standard Specifications, add the following sentence to the first paragraph:

When samples are obtained by two testing laboratories, the samples shall be split from a single sample or taken at the same time and at locations immediately adjacent to each other.

4. On page 336.00-7 under Subsection 336.03.04.02 - “Preparing Field Sample”, of the Standard Specifications, delete the second and third paragraphs and replace as follows:

If the temperature of the HMA is below the approved mix design’s compaction temperature, the temperature of the HMA shall be recorded and the sample shall be reheated to the approved mix design’s compaction temperature. Heating samples should be done by placing the sample in a covered container in an oven for a maximum of one hour or placing the sample in a mixing bowl on top of a hot plate or propane stove, for a maximum of 10 minutes, and continuously mixed until compaction temperature has been reached. Samples shall be discarded if burned during reheating.

Note: Samples well below the compaction temperature may require additional heating time. Reheating of samples beyond the maximums specified is not desirable. In such instances, new samples should be taken in the field, if possible. If this is not possible and samples must be reheated beyond the specified maximums, the test results from reheated archived samples shall not be used for direct comparison with results from tests on hot, fresh samples but only for relative comparisons.

1.02 REMOVAL OF EXISTING IMPROVEMENTS

This section covers the construction methods involved in removing existing improvements.

Existing Portland cement concrete (PCC) improvements shall be removed to neatly sawed edges with sawcuts made to a minimum depth of 1½ inches. No section to be replaced shall be smaller than 30 inches in length. Curb and gutter shall be sawed to depth of 1½ inches on a neat line at right angles to the curb face.

Removal of the curb and gutter shall include all existing composite material from back of curb to 12-inches in front of the lip of the gutter. The contractor shall be required to achieve a vertical, neat line in a location appropriate for the method of curb and gutter placement chosen. The Contractor shall match the existing top of curb and maintain the uniform flow line of the gutter. If a uniform flow line does not exist, the Contractor shall establish a uniform flow line as directed by the Design Engineer.

Bituminous pavement shall be removed to clean straight lines by sawcutting where the removal of existing improvements does not include the total amount of paving encountered. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be trimmed to neat straight lines at least

SPECIAL TECHNICAL SPECIFICATIONS

9 inches wider than the trench on each side before resurfacing to insure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials. Where new pavement is to adjoin existing bituminous or concrete pavements, the existing pavement shall be sawcut or blade-cut straight.

It shall be the Contractor's responsibility to protect the integrity of the edge of pavement adjacent to the removal section.

The Contractor shall remove all existing improvements to the required depth by a method that does not damage the subgrade. Pneumatic wheel construction equipment, including, but not limited to, trucks, loaders, excavators and scrapers, will not be allowed on the exposed subgrade within the roadway section. Should the Contractor fail to utilize necessary caution to protect the subgrade or allow pneumatic wheel construction equipment on the subgrade within the roadway section after the existing surface has been removed; all overexcavation and deep stabilization shall be at the Contractor's expense.

The Contractor shall take all necessary precautions to protect existing landscaping, which may be disturbed during the execution of the work. All restoration work shall be in accordance with the applicable provisions of Section 333 – "Landscaping" of the Standard Specifications, or as specified herein.

Where lawn or landscape with topsoil has been disturbed, contaminated, or removed, the Contractor shall replace the topsoil with an imported, high quality garden topsoil to a minimum depth of 3 inches; with minimal compaction. Areas of concern may include, but are not limited to, landscaping adjacent to sidewalks, curbs and gutters, driveways, and alleys. The topsoil shall conform to Section 200.08 – "Topsoil" of the Standard Specifications.

Existing improvements; adjacent property; utilities and other facilities; and trees and plants that are not to be removed shall be protected from injury or damage resulting from the Contractor's operations.

The Contractor shall notify the U.S. Postal Service to coordinate all mailbox relocation.

Any existing improvements, including, but not limited to, retaining walls, adjacent property, utilities, sprinkler systems, signs, other facilities or appurtenances, trees and plants, which are damaged or displaced as a result of the Contractor's operation shall be replaced or restored to the original position and condition prevailing prior to start of operations at the Contractor's own expense unless otherwise directed by the RTC Project Manager or Design Engineer. In addition, removal of existing improvements shall be done in accordance with the provisions of Section 300.04 - "Protection of Utilities and Underground Facilities" of the Standard Specifications.

1.07 TRENCH EXCAVATION

Subsection 305.02 - "Maximum Length of Open Trench" of the Standard Specifications, is herewith amended as follows:

1. Add the following paragraph:

Unless otherwise directed by the Design Engineer and approved by the Agency, there shall be no unprotected open trench remaining at the end of the working day. At the end of the working day, any open trench shall be protected by plating or other means approved by the Design Engineer and the Agency.

1.12 PORTLAND CEMENT CONCRETE

1.12A COMPOSITION OF MIXTURES

The Contractor shall submit in writing for approval a mix design conforming to the requirements of Subsection 337.01 - "General" of Section 337 - "Composition of Mixtures" of the Standard Specifications. All Portland Cement Concrete, unless otherwise indicated, shall have a coarse aggregate gradation conforming to Size No. 67 in Subsection 200.05.03 - "Coarse Aggregates" of the Standard Specifications. Cement shall be Type II.

If the Contractor submits a written request to use Size No. 57 in lieu of Size No. 67, and if the Agency approves this request, then air entrainment shall be adjusted to conform to ACI requirements for severe conditions.

1.12B SIDEWALK, CURB AND GUTTER

Concrete used for curbs, gutters, sidewalks, pedestrian ramps, and driveway aprons shall conform to the requirements of Subsection 337.10.01.01 - "Portland Cement Concrete Exposed to Freeze-Thaw Cycles" of the Standard Specifications and shall be reinforced with collated, fibrillated polypropylene fibers conforming to the requirements of Subsection 202.02.02.04 - "Polypropylene Fibers" of the Standard Specifications, at 1.5 pounds per cubic yard of concrete.

Subsection 312.10.02 - "Sidewalk Surface" of the Standard Specifications is herewith amended as follows:

1. Add the following paragraphs:
 - a) When a 10-foot straightedge is placed on the sidewalk, curb, or gutter, the surface shall not vary more than $\frac{1}{4}$ inch from the edge of the straightedge, except at grade changes.
 - b) Curbs at pedestrian ramps shall **not** be placed monolithically with pedestrian ramps.

1.12C THRUST BLOCKS

Portland Cement Concrete used for thrust blocks shall have a minimum compressive strength of 3000 psi when tested at 28 days and have a 1 to 4 inch slump.

Thrust blocks shall be installed such that they bear against the pipe fitting on one side and against the undisturbed earth on the other side. The Contractor shall provide anchor blocks and support blocks on vertical bends.

Thrust block concrete shall not obstruct the removal of bolts from fittings. Concrete shall be prevented from adhering to the fittings. Either a liquid bond breaker shall be applied to the fitting, or an impervious membrane shall be used.

1.12D RETAINING WALLS

Concrete used for retaining walls shall conform to the requirements of Subsection 337.10.01.01 – “Portland Cement Concrete Exposed to Freeze-Thaw Cycles” of the Standard Specifications.

1.12E PAVING

1.12F UTILITY ADJUSTMENTS

Concrete used for utility adjustments shall conform to the requirements of Subsection 337.10.01.01 – “Portland Cement Concrete Exposed to Freeze-Thaw Cycles” of the Standard Specifications and shall be reinforced with collated, fibrillated polypropylene fibers conforming to the requirements of Subsection 202.02.02.04 – “Polypropylene Fibers” of the Standard Specifications, at 1.5 pounds per cubic yard of concrete.

The concrete used for utility adjustments shall be protected until a minimum compressive strength of 3,000 psi is attained. The RTC Project Manager shall approve the method of protection

1.13 DETECTABLE SURFACE WARNING TILES

1. The detectable surface warning tiles shall consist of precast tiles with a minimum size of 2' x 2', color dark red. Approved products include: CASTinTACT, TEKWAY DOME-TILES, ARMOR CAST WET SET TILES, and ARCIS WET SET TILES. Detectable surface warning tiles shall be constructed per manufacturer's installation guidelines and conform to ADAAG standards.
2. Proposed Substitution products are to be submitted for approval in accordance with provision 22 of the Instruction To Bidders, page ITB-4, within these documents. In order to be considered, submittal packages for alternate truncated concrete dome materials must be prepared and submitted in accordance with the requirements of STS 1.13 DETECTABLE SURFACE WARNING TILES.
3. The Contractor shall check the prefabricated panels upon delivery to verify that the proper material has been received. The panels shall be inspected by the Contractor to be free of flaws or damage occurring during manufacturing, shipping, or handling.
4. The prefabricated panels shall be installed in accordance with the Reno Standard Details and the manufacturer's recommendations.
6. Submittals shall include the following:
 - a) The product data sheet and certification from the Manufacturer that the prefabricated detectable surface warning tile panels supplied meets the requirements of STS 1.13 DETECTABLE SURFACE WARNING TILES; and
 - b) The manufacturer's installation instructions and general recommendations.

1.14 BITUMINOUS PLANTMIX

Bituminous Plantmix shall conform to the requirements of Section 320 - “Plantmix Bituminous Pavement” of the Standard Specifications, except as modified herein.

The Contractor shall submit in writing for approval a job mix formula conforming to Subsection 320.02 – “Composition of Mixtures” of the Standard Specifications. Type 2 aggregate conforming to Subsection 200.02.03 – “Plantmix and Roadmix Aggregate” shall be used unless otherwise specified. Preparation of the aggregates shall be in accordance with the Marination Method described in Subsection 401.03.08 – “Preparation of Aggregates”, of the Nevada Department of Transportation Standard Specifications for Road and Bridge Construction.

Unless otherwise approved by the Agency, Asphalt Cement shall be PG64-28NV for the full depth for all paving on this project. Asphalt binders shall conform to the requirements of Section 201 - “Bituminous Material” of the Standard Specifications.

1.14A COMPOSITION OF MIXTURES

Subsection 320.02.01 - “Job Control Grading Band” of the Standard Specifications, is herewith amended as follows:

1. Amend the gradation and asphalt cement content table as follows:

	Maximum Tolerance
Aggregate passing No. 4 and larger sieves	±7 percent
Aggregate passing No. 8 to 100 sieves	±4 percent
Aggregate passing No. 200 sieve	±2 percent
Asphalt content	-0.2% to +0.7% of total weight of mix

2. Delete the third paragraph of Subsection 337.04.01 – “Composition of Mixtures” of the Standard Specifications and replace as follows:

The optimum asphalt cement content shall be determined to 0.1 percent, by total weight of mix and dry weight of aggregate, in accordance with the Asphalt Institute’s Manual Series No. 2 (MS-2) with a target value of 3% Air Voids for light traffic conditions (design Equivalent Single Axle Load (ESAL) < 10⁴) and 4% Air Voids for medium and heavy traffic conditions (design ESAL > 10⁴). The Contractor shall use a 75-blow Marshall mix design for all streets on this project, except a 50-blow Marshall mix design for *medium/light traffic conditions shall be used on the following streets: *. The mix design and project control samples shall conform to MS-2 Table 5.2 - Marshall Mix Design Criteria as modified in STS Table 1.14A-1.

SPECIAL TECHNICAL SPECIFICATIONS

STS Table 1.14A-1: Modified MS-2 Table 5.2 - Marshall Mix Design Criteria

	Light Traffic² Surface & Base		Medium Traffic² Surface & Base		Heavy Traffic² Surface & Base	
Marshall Method Mix Criteria ¹						
Compaction, Number of Blows, Each End of Specimen	50*		50		75	
Stability (pounds)	1,200 Min.*		1,200 Min.		1,800 Min.	
Flow (0.01 inches)	8 Min.	16 Max.*	8 Min.	16 Max. ⁽⁸⁾	8 Min.	14 Max. ⁽⁸⁾
Air Voids (percent)	2 Min.*	4 Max.*	3 Min.	5 Max.	3 Min.	5 Max.
Voids in Mineral Aggregate (percent)	See STS Table 1.14A-2 : MS-2 Table 5.3					
Voids Filled With Asphalt (percent)	70	80	65	78	65	75

Notes:

1. All criteria, not just stability value alone, must be considered in designing an asphalt paving mix. Hot mix asphalt bases that do not meet these criteria when tested at 140 °F are satisfactory if they meet the criteria when tested at 100 °F and are placed 4 inches or more below the surface.
 2. Traffic classifications
 Light Traffic conditions resulting in a Design ESAL < 10⁴
 Medium Traffic conditions resulting in a Design ESAL between 10⁴ and 10⁶
 Heavy Traffic conditions resulting in a Design ESAL > 10⁶
 3. Laboratory compaction efforts should closely approach the maximum density obtained in the pavement under traffic.
 4. The Flow value refers to the point where the load begins to decrease.
 5. The portion of asphalt cement lost by absorption into the aggregate particles must be allowed for when calculating percent air voids.
 6. Percent air voids are calculated at the target value.
 7. Percent voids in the mineral aggregate are to be calculated on the basis of the ASTM bulk specific gravity for the aggregate.
 8. Upon approval of Agency, flow may exceed the maximum value when polymer modified binders are used.
- * Indicates modified value from MS-2 Table 5.2.

SPECIAL TECHNICAL SPECIFICATIONS

STS Table 1.14A-2: MS-2 Table 5.3 - Minimum Percent Voids in Mineral Aggregate (VMA)

Nominal Maximum Particle Size (inches) ^{1, 2}	Voids Filled in Mineral Aggregate (percent), Min.		
	Design Air Voids (percent) ³		
	3.0	4.0	5.0
No. 16	21.5	22.5	23.5
No. 8	19.0	20.0	21.0
No. 4	16.0	17.0	18.0
3/8	14.0	15.0	16.0
1/2	13.0	14.0	15.0
3/4	12.0	13.0	14.0
1	11.0	12.0	13.0
1-1/2	10.0	11.0	12.0
2	9.5	10.5	11.5
2-1/2	9.0	10.0	11.0

Notes:

1. Standard Specifications for Wire Cloth Sieves for Testing Purposes.
2. The nominal maximum particle size is one size larger than the first sieve to retain more than 10 percent.
3. Interpolate minimum voids in the mineral aggregate (VMA) for design air void values between those listed.

1.14B PAVING

I SPREADING AND FINISHING

Subsections 320.03 - “Construction” and 320.05 - “Spreading and Finishing” of the Standard Specifications, are herewith amended as follows:

1. Add the following subsection:

320.03.03.01 Automatic Controls. Pavers placing the final lift of the plantmix bituminous pavement for any uniform roadway section shall be equipped with an automatic control system capable of operating in conjunction with either a ski type device of not less than 30 feet in length or a taut wire set to grade. Automatic controllers are required on each side of the paver for the final lift of the plantmix bituminous pavement.

Where a paver is matching longitudinal joints, a joint matcher ski running on automatic controls is required.

The Contractor shall furnish all equipment required and shall install all stakes and wire required for the wire system.

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2. Add to the introductory paragraph of Subsection 320.05 - “Spreading and Finishing” of the Standard Specifications as follows:

Refer to STS 1.14B| SPREADING AND FINISHING - Item 1, designated as Subsection 320.03.03.01 - “Automatic Controls” of the Standard Specifications, for automatic controls requirement for bituminous pavers.

3. Add to the fourth paragraph of Subsection 320.05 - “Spreading and Finishing” of the Standard Specifications as follows:

In other areas where mechanical spreading and finishing equipment is used, loose plantmix material shall not be broadcast across the mat to repair surface irregularities. Instead, the irregular surface material shall be removed and replaced with mix, which shall be placed gently on the surface and large aggregate raked off the surface and removed before rolling. At joints, bituminous material at the edges of pavement shall be pushed back off the adjoining pavement, and the edge “pinch” rolled to provide a tight, flush joint. Loose aggregate at the edges of the pavement mat shall not be pushed across the mat with the rake and rolled into the mat, but instead will be raked off the mat and removed before rolling.

4. Add the following paragraphs after the second paragraph in Subsection 320.05.02 - “Joints”:

*|The Contractor shall minimize the number of transverse joints in the final lift of pavement in any particular roadway segment.

“Hot” joints are joints where adjacent paving lifts are placed during the same work shift, when previously placed pavement is relatively “hot”. Joints constructed otherwise are considered “Cold” joints.

All TOP LIFT longitudinal joints shall be “Hot” joints unless otherwise approved or directed by the Agency or Design Engineer.

All “Cold” longitudinal joints directly below the TOP LIFT (final course of bituminous dense-grade pavement) shall be sawcut back a minimum of six (6) inches horizontally and to full depth of the lift, but not to exceed the depth of the lift.

For all sawcut joints, TOP LIFT or otherwise, a tack coat of asphaltic emulsion shall be applied to the contact surface prior to placement of the abutting lift.

The RTC reserves the right to sample cores directly at pavement joints to determine if workmanship (good in-place densities and absence of excessive voids and segregation) is acceptable within the joints.

II ACCEPTANCE

Subsection 320.06 - "Acceptance" of the Standard Specifications, is herewith amended as follows:

1. Delete the introductory paragraph and replace as follows:

Plantmix bituminous pavement shall be accepted on the basis of surface tolerance, density, thickness, surface texture, conformance with the tolerances of the job mix formula, and the Marshall properties required in this subsection and in accordance with the testing requirements of Section 336 - "Inspection and Testing" of the Standard Specifications and as modified in STS 1.01 INSPECTION AND TESTING.

2. Delete the second paragraph of Subsection 320.06.01 - "Surface Tolerances" of the Standard Specifications and replace as follows:

Surface tolerances shall be evaluated, as specified in the Bid Item, by either method as described in STS 1.14Bii ACCEPTANCE - Items 3 or 4, designated as Subsection 320.06.01.01 - "Profilograph Method" and Subsection 320.06.01.02 - "12-foot Straight Edge Method," respectively.

- 3.

4. Add the following subsection:

320.06.01.02 12-foot Straight Edge Method.

- a) A 12 feet long straight edge shall be used. When measured longitudinally (profile), the straight edge shall be laid on the finished surface and parallel with the centerline of the roadway. For transverse (cross section) measurements, the straight edge shall be laid in a direction transverse to the centerline and extending from edge to edge of a 12 foot traffic lane.

The RTC may use a profilograph to locate pavement surfaces which display unacceptable surface tolerance. Profilograph measurement shall be in accordance with STS 1.14Bii ACCEPTANCE - Item 3 (a), designated as a portion of Subsection 320.06.01.01 - "Profilograph Method." Once identified, the conformance criterion will remain as specified below in Item 4 (b), designated as a portion of Subsection 320.06.01.02 - "12-foot Straight Edge Method," that is, not subject to the conformance criterion listed for the profilograph method.

- b) The longitudinally (profile) surface shall not vary more than 1/8 inch from the lower edge of the straightedge. The transverse (cross section) slope of the finished surface shall be uniform to a degree such that no depressions greater than 1/4 inch are present. The finished grade of the asphalt surface shall vary no more than 5/8 inch from design finished grade in both profile and cross section.

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Grinding shall be done in accordance with STS 1.14B^{III} MITIGATION - Item 3, designated as Subsection 320.07.01.01 - “Grinding for Conformance of Surface Tolerances.”

5. Delete Subsection 320.06.03 - “Thickness” of the Standard Specifications and replace as follows:

320.06.03 Thickness. Cut samples taken in accordance with Section 336.03.04 - “Asphalt Concrete” of the Standard Specifications and as modified in STS 1.01 INSPECTION AND TESTING shall be used to determine conformance with thickness specifications. The average thickness of cores shall be at least equal to the specified minimum thickness of the asphalt concrete pavement with no single core less than ½ inch thinner than the specified minimum thickness. Both average and single core thickness shall be compared to the specified thickness to the nearest 0.1 inch.

6. Add the following subsection:

320.06.04 Surface Texture. The finished texture of wearing course paving constructed using dense graded bituminous plantmix shall be dense and uniform in appearance, displaying a homogeneous distribution of fine and coarse aggregate with no apparent surface voids.

7. Add the following subsection:

320.06.05 Job Mix Formula and Marshall Properties. Bituminous plantmix will be tested for compliance with the job mix formula and Marshall properties on a “lot” basis. A lot is as defined in Subsection 320.06.02 - “Density” of the Standard Specifications. Each lot will be tested for job mix formula and Marshall properties compliance.

Each lot of compacted pavement will be accepted, with respect to job mix formula and Marshall properties, when test results on fresh, hot samples conform to the requirements set forth in Subsection 320.02 - “Composition of Materials” and as modified in STS 1.14 BITUMINOUS PLANTMIX, including but not limited to, Marshall air voids, stability, flow, asphalt content, and aggregate gradation. Testing shall be in accordance with Subsection 336.03.04 - “Asphalt Concrete” of the Standard Specifications and as modified in STS 1.01 INSPECTION AND TESTING.

III MITIGATION

Subsections 320.07 - “Mitigation of Unacceptable Asphalt Concrete Pavement” and 320.09 - “Basis of Payment” of the Standard Specifications, are herewith amended as follows:

1. Add an introductory paragraph and a second paragraph for Subsection 320.07 - “Mitigation of Unacceptable Asphalt Concrete Pavement” of the Standard Specifications as follows:

320.07 MITIGATION OF UNACCEPTABLE ASPHALT CONCRETE PAVEMENT. The objective of mitigation is to assure the final pavement will meet the design service life of the roadway. Those portions of the constructed work which do not comply with contract specifications, as determined in accordance with Subsection 320.06 - "Acceptance" of the Standard Specifications and as modified in STS 1.14B|| ACCEPTANCE, shall be mitigated in such a manner that the performance, service life, and maintainability expectations of the originally specified project will be achieved. Payment penalties in lieu of mitigation shall be considered as a last resort and utilized only in those cases where mitigation to achieve the expected performance, service life, and maintainability is deemed by the Agency to be not possible or practical. Most paving projects affected will exhibit a variety in the type and magnitude of deficiencies that will result in a variety of mitigation approaches which may include combinations of various physical mitigation measures and payment penalties. The Agency, at its option, will decide the appropriate mitigation measures with input from the Design Engineer, testing laboratory, and Contractor.

In the event pavement mitigation is necessary to correct deficiencies, the RTC may direct the Contractor to perform some or all pavement mitigation after normal business hours, at night, and/or on weekends, to minimize impacts sustained by the public, at the Contractor's own expense.

2. Amend Subsection 320.07.01 - "Unacceptable Surface Tolerance" of the Standard Specifications as follows:

320.07.01 Unacceptable Surface Tolerances. Unacceptable surface tolerance shall be corrected by either overlaying or grinding as directed by the Agency or Engineer. Grinding shall be done in accordance with STS 1.14B|| MITIGATION - Item 3, designated as Subsection 320.07.01.01 - "Grinding for Conformance of Surface Tolerances."

Apply fog or slurry seal to ground areas after the surface tolerance specifications have been met. The Agency shall determine the type of sealant to be used.

In areas to be corrected with an overlay, grinding, followed by tack coat, may be necessary to provide a minimum 1½ inch overlay and butt joints where matching existing pavements.

3. Add the following subsection:

320.07.01.01 Grinding for Conformance of Surface Tolerances. The grinding machine for correcting pavement surface tolerances shall be power driven, self-propelled and specifically designed to remove, profile, smooth, and texture hot mix asphalt. The Contractor shall use a grinding machine with a wheel base of not less than 12 feet, equipped with a rotating powered mandrel drum studded with diamond blades with a cutting head not less than 3 feet wide. The grinding machine shall be equipped with an effective means for controlling dust and other particulate matter.

Do not cause strain or damage to the underlying surface of the pavement with the

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grinding machine. Do not use grinding and texturing equipment that causes ravels, aggregate fractures, spalls, or disturbance of joints.

The Contractor shall perform grinding in a longitudinal direction. A satisfactorily grind will produce a uniform textured surface over the surface areas designated for grinding.

The surface of the ground pavement shall have parallel corduroy-type texture consisting of grooves between 1/12- inch and 1/8-inch wide. The peaks of the ridges shall be approximately 1/16-inch higher than the bottom of the grooves with approximately 52 to 58 evenly spaced grooves per foot.

The Contractor shall perform additional grinding as necessary to extend the ground area laterally to the nearest lane line or edge of pavement and longitudinally to lines normal to the pavement centerline.

The Contractor shall correct areas that cannot not be brought into specified surface tolerances by abrasive grinding by both removal and replacement, or by placing an overlay of hot mix asphalt. The Contractor shall obtain approval of the exact method of correction.

Fog or slurry seal shall be applied to ground areas after the surface tolerance specifications have been met. The Agency shall determine the type of sealant to be used.

4. Delete Subsections 320.07.02 - "Unacceptable Density" and Table 1 in Subsection 320.09 - "Basis of Payment" of the Standard Specifications and replace as follows:

320.07.02 Guideline for In-place Density/Air Voids. The RTC and the Design Engineer will consider STS Table 1.14BIII-1 or 1.14BIII-2 "Asphalt Deficiency Mitigation Matrix for In-place Density/Air Voids", as applicable for the design traffic conditions, input from the Contractor, and sound engineering analysis and judgment before requiring mitigation (i.e. removal and replacement, increased thickness, or surface treatment) and/or payment deduction (if mitigation is not practical or possible) for plantmix bituminous pavement which deviates from specification requirements. Since the matrix does not include all factors and site conditions which may affect the overall performance of the pavement, the RTC may, upon consideration of the specific circumstances, increase, reduce or waive mitigation and/or payment reduction, or combine portions of mitigation and payment reduction.

If the RTC makes a preliminary determination that mitigation, and/or payment deduction is necessary on the basis of In-place Density/Air Voids, the Contractor may submit a written request to RTC for retests. The retests shall be in accordance with Section 336 - "Inspection and Testing" of the Standard Specifications and as modified in STS 1.01 INSPECTION AND TESTING. The retests may be performed by the Agency's quality assurance laboratory or by any other approved, independent testing laboratory (the Contractor shall request the laboratory in writing for RTC approval).

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Retests shall be undertaken at the Contractor's own expense. If the results of any retests are significantly different from initial testing, a "referee" test will be performed by an independent testing lab, which is mutually acceptable to the RTC and the Contractor. The RTC may waive the "referee" test if after consulting with the Design Engineer it is determined that the "referee" test is unnecessary. Fifty percent of the cost of "referee" tests shall be paid by the RTC and 50 percent shall be paid by the Contractor. The RTC may elect to make full payment and deduct the Contractor's 50 percent from progress or final payment to Contractor. The RTC will make a final determination regarding mitigation and/or payment reduction based upon the preponderance of test results and other factors.

5. Delete subsection 320.07.03 Unacceptable Thickness and replace as follows:

320.07.03 Unacceptable Thickness. Insufficient thickness not meeting the requirements of subsection 320.06.03 – “Acceptance – Thickness” – shall be mitigated as follows:

Thickness	Mitigation
4” - 3.76”	20% pay deduct for top lift paving
3.75” – 3.51”	50% pay deduct for top lift paving
≤ 3.5”	Remove top lift & replace or add a 1.5” Type 3 overlay

For mitigation purposes in this subsection, the thickness will be the average of all cores taken, and the cost of the top lift paving is \$0.60 per square foot per one inch of thickness.

The overlay mitigation option is allowable only at where there is no curb and gutter. Grinding may be necessary to eliminate the problems associated with raising of finish grade as determined by the governing Agency or Engineer, but in all cases, the perimeter of the corrective overlay shall be placed as a flush butt-joint formed by grinding of existing pavement abutting the overlay.

6. Add the following subsection:

320.07.04 Unacceptable Surface Texture. Unacceptable surface texture shall be mitigated as directed by the Agency. Required mitigation may include any necessary measures up to, and including, removal and replacement of the deficient material. If correction of surface texture results in a visually non-uniform pavement surface, the Contractor may be required to restore the pavement surface to a uniform visual appearance as directed by the Agency. Such measures shall be done at the Contractor’s own expense.

7. Add the following subsection:

320.07.05 Guideline for Job Mix Formula and Marshall Properties. If the compacted pavement is not in compliance with the job mix formula and all Marshall properties, mitigation shall be as directed by the Agency. Due to the complexity of the deficiency matrix, it is impossible to have a mitigation table

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which covers all possible combinations of the deficiencies and all factors and site conditions which may affect the overall performance of the pavement; therefore, the RTC shall evaluate the deficiency on a case by case basis and may require any necessary measures ranging from payment deductions to removal and replacement of the deficient materials, or any combination of the mitigation measures.

The RTC may consider test results from the Contractor's quality control laboratory if submitted, provided that the sampling and testing are performed, using split samples with the Agency's quality assurance laboratory, in accordance with Section 336 - "Inspection and Testing" of the Standard Specifications and as modified in STS 1.01 INSPECTION AND TESTING.

SAMPLE

STS Table 1.14BIII-1
Asphalt Deficiency Mitigation Matrix for In-place Density/Air Voids
Light Traffic Conditions (see Note 4)

The objective of the mitigations listed on the table below is to assure the final pavement will meet the design service life of the roadway. Reductions in payment do not achieve that goal and should be considered only if mitigation is not possible or practical. The mitigation table is an attempt to provide uniformity and fairness to the evaluation process of substandard pavements. Most paving projects affected will exhibit a variety in the type and magnitude of deficiencies that will result in a variety of mitigation approaches. The appropriate mitigation requires sound engineering analysis and judgment. The Agency will, at its option, decide the appropriate mitigation measures with input from the Design Engineer, testing laboratory, and the Contractor.

	Marshall Compaction % (Note 5)	In Place Air Voids % (Rice) (Note 6)	Increase Thickness (Notes 7&8)		Surface Seal (Note 8)			Remove Replace	Payment (Note 8)		
			1"	1-1/2"	Sand Seal	Slurry Seal	Sand Blotter		100%	90%	50%
WEARING	≥ 96	<2			X (A)				X(A)	X	
		≥2 & ≤ 7						X	X		
	>7 & ≤ 10			X	X(A)	X(B)		X		X(A, B)	
	> 10			X				X			
NON-WEARING	≥ 96	<2							X	X	
		≥2 & ≤ 7						X			
	>7 & ≤ 10		X						X	X	
WEARING	< 96 & ≥ 93	≥ 4 & ≤ 7							X		
		>7 & ≤ 10		X						X	
	> 10		X(A)					X		X(A)	
< 93								X			
NON-WEARING	≥ 96	<2								X	X
		≥2 & ≤ 7							X		
	>7 & ≤ 10		X							X	
	> 10								X		
WEARING	<96 & ≥ 93	≥4 & ≤ 7								X	
		>7 & 10		X						X	
	> 10		X					X		X(A)	
< 93								X			

Notes:

- Each 'X' represents a recommended mitigation remedy. Several X's for a single deficiency indicate alternate methods of remediation unless noted otherwise. Individual judgment must be exercised by the RTC Project Manager on each specific project.
- Each 'X' labeled either (A) or (B) represents a combination of mitigation remedies listed as group (A) or group (B).
- See STS 1.14BIII MITIGATION - Item 6, designated as Subsection 320.07.05 - "Guideline for Job Mix Formula and Marshall Properties," for mitigation required when the compacted pavement is not in compliance with the job mix design and/or Marshall properties.
- Traffic classifications:
 Light Traffic conditions resulting in a Design ESAL <10⁴
 Medium Traffic conditions resulting in a Design ESAL between 10⁴ and 10⁶
 Heavy Traffic conditions resulting in a Design ESAL >10⁶
 For light traffic conditions, see Asphalt Deficiency Mitigation Matrix for Light Traffic Conditions.
- The average Marshall Compaction for the lot shall be rounded to the nearest 1 percent in accordance with the procedure described in Section 336 - "Inspection and Testing," of the Standard Specifications, Subsection 336.03.04 - "Asphalt Concrete".
- Three significant figures shall be used throughout the calculations for in-place air voids. Individual results shall be reported to the nearest 0.1 percent. All rounding shall be in accordance with the procedure described in Section 336 - "Inspection and Testing" of the Standard Specifications, Subsection 336.03.04 - "Asphalt Concrete"
- Increase total pavement thickness by the indicated amount using approved mix.
- Mitigation may not be limited to the matrix shown on this table if the pavement is also deficient in other areas.

**STS Table 1.14BIII-2
Asphalt Deficiency Mitigation Matrix for In-place Density/Air Voids
Medium & Heavy Traffic Conditions (see Note 4)**

The objective of the mitigations listed on the table below is to assure the final pavement will meet the design service life of the roadway. Reductions in payment do not achieve that goal and should be considered only if mitigation is not possible or practical. The mitigation table is an attempt to provide uniformity and fairness to the evaluation process of substandard pavements. Most paving projects affected will exhibit a variety in the type and magnitude of deficiencies that will result in a variety of mitigation approaches. The appropriate mitigation requires sound engineering analysis and judgment. The Agency will, at its option, decide the appropriate mitigation measures with input from the Design Engineer, testing laboratory and the Contractor.

	Marshall Compaction % (Note 5)	In Place Air Voids % (Rice) (Note 6)	Increase Thickness (Notes 7&8) +1½"	Surface Seal (Note 8)			Remove Replace	Payment (Note 8)		
				Sand Seal	Slurry Seal	Chip Seal		100%	90%	50%
WEARING	≥ 96	<3					X	X	X	
		≥3 & ≤8					X	X	X	
	>8 & ≤11		X	X	X	X	X	X		
	> 11	X				X				
< 96 & ≥ 93	≥ 4 & ≤ 8	X				X	X	X		
	>8 & ≤11	X(A)			X(B)	X	X(A)	X(B)		
	> 11	X(A)				X		X(A)		
< 93						X				
NON-WEARING	≥ 96	<3					X	X	X	
		≥3 & ≤8					X	X	X	
		>8 & ≤11		X			X	X	X	
	> 11	X				X		X		
<96 & ≥ 93	≥4 & ≤8	X					X	X		
	>8 & ≤11	X						X		
	> 11	X(A)				X		X(A)		
< 93						X				

Notes:

- Each 'X' represents a recommended mitigation remedy. Several X's for a single deficiency indicate alternate methods of remediation unless noted otherwise. Individual judgment must be exercised by the Engineer on each specific project.
- Each 'X' labeled either (A) or (B) represents a combination of mitigation remedies listed as group (A) or group (B).
- See STS 1.14BIII MITIGATION - Item 6, designated as Subsection 320.07.05 - "Guideline for Job Mix Formula and Marshall Properties," for mitigation required when the compacted pavement is not in compliance with the job mix design and/or Marshall properties.
- Traffic classifications:
 Light Traffic conditions resulting in a Design ESAL <10⁴
 Medium Traffic conditions resulting in a Design ESAL between 10⁴ and 10⁶
 Heavy Traffic conditions resulting in a Design ESAL >10⁶
 For light traffic conditions, see Asphalt Deficiency Mitigation Matrix for Light Traffic Conditions.
- The average Marshall Compaction for the lot shall be rounded to the nearest 1 percent in accordance with the procedure described in Section 336 - "Inspection and Testing," of the Standard Specifications, Subsection 336.03.04 - "Asphalt Concrete".
- Three significant figures shall be used throughout the calculations for in-place air voids. Individual results shall be reported to the nearest 0.1 percent. All rounding shall be in accordance with the procedure described in Section 336 - "Inspection and Testing" of the Standard Specifications, Subsection 336.03.04 - "Asphalt Concrete".
- Increase total pavement thickness by the indicated amount using approved mix.
- Mitigation may not be limited to the matrix shown on this table if the pavement is also deficient in other areas.

IV SPECIAL PAVING CONSIDERATIONS

The Contractor shall submit, at the time of traffic control submittal, a paving plan superimposed onto the striping plan to illustrate locations of paving joints in relation to striping. The paving joints in the final lift shall be located within 6" from lane stripes, unless otherwise authorized in writing by the Engineer.

Where directed by the Engineer, the Contractor shall spread blotter sand on the surface of final-lift pavement to reduce the driveway or intersection closure time and protect the pavement surface at high traffic or critical locations.

V TACK COAT

Subsection 316.03.04 - "Application of Bituminous Materials" of the Standard Specifications, is herewith amended as follows:

Unless otherwise directed by the Design Engineer, cleaning and the application of a tack coat shall be provided between all paving courses that are not constructed in the same shift. Tack coat shall consist of asphalt emulsion, Type SS-1h, conforming to the requirements of Section 201 – "Bituminous Materials" of the Standard Specifications to the cleaned, cured surface, unless otherwise directed by the Design Engineer. The tack coat shall be applied in sufficient quantity to provide a continuous membrane over the cement modified material. No more tack shall be applied than can be covered in the same shift. Place the covering course over tack that is clean, free of tracking and adequately set.

VI LONGITUDINAL JOINTS

This specification is developed in an effort to obtain longer pavement life by adding emphasis on longitudinal joint quality. This portion of the STS will apply for the sole purpose of assessing the bonus/penalty of this specification. The longitudinal joint result will not tie to the acceptance of the pavement. This portion of the STS, however, does not eliminate any requirement as listed in all other sections of the STS.

Bonus or Penalty for longitudinal joint applies only when the mat for the associated paving "lots" are acceptable according to STS 1.14BII Acceptance.

1. Testing and reporting will be performed by the quality assurance laboratory (i.e. RTC's consultant). Testing will be done on the TOP LIFT¹ only for both HOT & COLD longitudinal joints for each joint segment. Longitudinal joint segment is defined as every 1,000 feet of longitudinal joint and any remainder that is 800 feet or longer. Testing for the longitudinal joints include Thin Lift Nuclear Test and Core Test as described in the following paragraphs.
2. Thin Lift Nuclear Test (Nuclear Gauge Test) shall be performed as follows:
 - a) Frequency & Location – Nuclear gauge readings shall be taken every 200 feet on BOTH sides of a longitudinal joint segment directly across from each other, beginning at a random location within the first 200 feet as determined by the Design Engineer.

¹ TOP LIFT is defined as the final course of bituminous dense-grade pavement.

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- b) Timing – To avoid additional traffic control needed for the testing operation, nuclear gauge readings shall be taken shortly following the completion of the longitudinal joint construction.
- c) Equipment – Testing shall be performed using a gauge specifically designed for asphalt testing such as a Troxler 4640B or Troxler 3450, or approved equivalent. It is not necessary that the nuclear gauge be calibrated to the mix. However, the same nuclear gauge should be used for the same longitudinal joint segment.
- d) Testing – One 1-minute test is to be performed at each test location. The nuclear density testing shall be performed with the long axis of the nuclear density gauge parallel to the joint and with the nearest edge of the nuclear gauge no closer than 3 inches from the joint and no further than 4.5 inches from the joint. The footprint of the gauge shall be marked with keel or other product that clearly defines the test locations. All testing shall be performed in the same direction (i.e. up or down station).
- e) Re-Test – When the test result, t_n , differs more than 4 pounds per cubic foot (pcf) from the previous test, t_{n-1} , a re-test at the previous test location is required to assure that the previous test is not in error. Both test results shall be recorded. If the re-test is within 4 pcf of the original previous test result, use the original previous test result. Otherwise, keep record of the results t_n and t_{n-1} but do not use them for any further calculations. Instead, recalibrate the thin lift nuclear gauge, resume testing beginning at the t_{n-1} location, and use the new test results.

3. Core Test will be performed as follows:

- a) Frequency & Location – In addition to the coring required for the mat, one core test shall be performed for every longitudinal joint segment, location of which shall be determined as below:
 - i. Mean Joint Density (MJD) is the average of the readings of the Nuclear Gauge Test on each side of a longitudinal joint segment. The core is to be taken on the side with the lower MJD. If the MJD on both sides are equal, core on the side which was paved first.
 - ii. The core shall also be at a location where a Nuclear Gauge Test was performed and reasonably close to a core location for the mat. The core shall be centered inside of the previously marked footprint of the Nuclear Gauge Test. In no case shall the near edge of the core be closer than 3 inches from the joint.
 - iii. If coring is to occur at a location with pavement markings made of 3M tape or thermoplastic tape, adjust the core location up or down station as appropriate up to a distance of 20 feet maximum. Otherwise, remove necessary portions of the pavement markings before coring.
- b) Timing – Coring at the joint shall be at the same time of coring at the mat.
- c) Equipment – Same equipment as the standard core test for the mat.
- d) Testing – Test procedures will be the same as the standard core test (in-place density/air voids) for the mat in accordance with STS 1.01 INSPECTION AND TESTING. Use the hot sample properties from the corresponding lot, based on the core location (i.e. stationing and which side of the joint), for calculating core test results.

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e) Re-Test – Re-testing will only be allowed at the sole discretion of the RTC. If allowed, re-testing shall be at the sole cost of the Contractor and performed by a qualified third party laboratory that meets RTC’s criteria for testing. The location of the additional core(s) shall be in within 5 feet up or down station from the original core and the sampling shall be witness by the Design Engineer.

4. When applicable, the bonus and penalty is calculated as follows:

$$\text{Bonus/Penalty} = \frac{\sum F_i}{N} \times A \times T \times U$$

Where

F = Factor for individual longitudinal joint segment based on joint core results per STS Table 1.14BVI-1 or 1.14BVI-2 as applicable.

N = Total number of longitudinal joint segments.

A = Total pavement area of all longitudinal joint segments (SF).

T = Thickness of the TOP LIFT (inch).

U = Unit cost of the TOP LIFT (\$/inch-SF).

For the purpose of determining Bonus/Penalty for this project, U shall be \$*/in-SF.

**STS Table 1.14BVI-1
Longitudinal Joint Segment Bonus/Penalty Factor
Light Traffic Conditions (see Note 1)**

Joint Core Results In-Place Air Voids % (Rice) (see Note 2)	Factor <i>F_i</i>
< 2	0%
≥ 2 & ≤ 7	+5%
> 7 & ≤ 10	0%
> 10 & ≤ 14	-5%
> 14	-50%

**STS Table 1.14BVI-2
Longitudinal Joint Segment Bonus/Penalty Factor
Medium & Heavy Traffic Conditions (see Note 1)**

Joint Core Results In-Place Air Voids % (Rice) (see Note 2)	Factor <i>F_i</i>
< 3	0%
≥ 3 & ≤ 8	+5%
> 8 & ≤ 11	0%
> 11 & ≤ 14	-5%
> 14	-50%

Notes:

1. Traffic classifications

Light Traffic conditions resulting in a Design ESAL < 10⁴

Medium Traffic conditions resulting in a design ESAL between 10⁴ & 10⁶

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- Heavy Traffic conditions resulting in a Design ESAL > 10⁶
2. Three significant figures shall be used throughout the calculations for in-place air voids. Individual results shall be reported to the nearest 0.1 percent. All rounding shall be in accordance with the procedure described in Section 336 – “Inspection and Test” (Subsection 336.03.04 – “Asphalt Concrete”).
5. Reporting – Field data associated with longitudinal joint testing shall be submitted to the RTC within a week of the testing. The report for the longitudinal joint testing shall be submitted to the RTC within two weeks upon completion of paving for the completed section tested. If top lift paving for the entire project are to be completed within two weeks, submit the report to the RTC within two weeks upon completion of paving for the entire project. The report shall include a Paving Plan and a Longitudinal Joint Summary Sheet as described below.
- a) The Paving Plan shall be overlaid on the Striping Plans with stationing shown. It should include, for the top lift only, the longitudinal joint locations with identification number (ID), limits of each paving path, direction of paving, and the paving lot number at the core location. The paving plan can be of as small a scale as practical.
 - b) The template for the Longitudinal Joint Summary Sheet is available from the RTC website (www.rtcwashoe.com) under Streets & Highways, St & Hwy Resources. It shall be filled in with the following details:
 - i. The Longitudinal Joint Segment ID, joint type (hot lap, cold sawcut, etc.), station, side of joint (left/right in the up-station direction or north/south/west/east), individual density values measured, MJD (5 values for 1,000-foot joint segments and 4 for 800-foot joint segments) on each side of each joint segment, joint core test location, paving lot number at the core location, core Marshall Density, Rice Maximum Density, In-Place Air Voids, and the individual Longitudinal Joint Segment Bonus/Penalty Factors, F_i .
 - ii. The calculation for Longitudinal Joint Bonus/Penalty for the project shall be shown at the end of the sheet.
 - iii. For reference purpose, any re-test shall be noted to clearly identify the re-test, the unused test results, and the test result that was used in calculating the MJD.

1.14C PERMANENT PATCHING

Permanent patching material shall be Type 3 PG64-22 bituminous plantmix, utilizing a 50 blow per side Marshall mix design with target air voids of 3%, and shall conform to the Standard Specifications. Permanent bituminous plantmix patches shall be a minimum depth of 4 inches on 6 inches of aggregate base or match existing section with bituminous plantmix depth up to 12 inches.

If, at any time, during a period of 1 year dating from the date of final acceptance of the project, there is any settlement of the permanent patches requiring repairs to be made, the Owner may notify the Contractor to immediately make such repairs as may be deemed necessary at the Contractor's own expense.

1.16 SLURRY SEAL

Slurry seal shall conform to the requirements of Section 318 - "Slurry Seal" of the Standard Specifications, except as modified herein.

The Contractor shall submit in writing for approval a job mix formula conforming to the requirements of Subsection 318.02 - "Composition of Mixtures" of the Standard Specifications. Type * aggregate conforming to the requirements of Subsection 200.02.06 - "Slurry Seal and Micro Surfacing Aggregate" shall be used unless otherwise specified. Asphalt emulsions shall conform to the requirements of Section 201 - "Bituminous Material" of the Standard Specifications.

Subsection 318.02 - "Materials" of the Standard Specifications, is herewith amended as follows:

1. Add the following to Subsection 318.06.01 - "Limitations":
 - a) The slurry seal shall not be applied when precipitation is imminent or occurring.
2. Delete Subsection 318.07.02 - "Tack Coat" in its entirety.
3. Add the following to Subsection 318.08.01 - "General":
 - a) All workers shall have sufficient experience to perform properly the work assigned to them. The Contractor shall have an experienced crew on each spreader and any other equipment.
 - b) At least 48 hours shall elapse between top lift paving and application of a bituminous seal coat.
 - c) Immediately before commencing the slurry seal operations, all metal utility covers (including survey monuments) shall be protected by thoroughly covering the surface with an appropriate adhesive and oiled or plastic paper. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned of slurry material by the end of the same day.
 - d) Hand tools shall be available in order to remove spillage. Ridges or bumps in the finished surface shall not be permitted. The mixture shall be uniform and homogeneous after spreading on the surface and shall not show separation of the emulsion and aggregate after setting.
 - e) Adequate means shall be provided to protect the slurry seal from damage from traffic until such time that the mixture has cured sufficiently so that the slurry seal will not adhere to, or be picked up by the tires of vehicles.

1.18 PAVEMENT MARKINGS

1.18A PAINTED PAVEMENT MARKINGS

Permanent painted (traffic paint or epoxy paint) pavement markings shall be in accordance with Section 632 of the latest edition of "Standard Specifications for Road and Bridge Construction" published by NDOT.

1.18A TRAFFIC PAINT

All application methods and products shall conform to Sections 632 – “Permanent Painted Pavement Markings” and 730 – “Traffic Beads”, and Subsections 729.02.01 – “General”, 729.02.02 – “Packaging”, and 729.03.05 – “Rapid Dry Waterborne Paint Material” of the NDOT Standard Specifications for Road and Bridge Construction for Type II traffic paint, with the following exception:

1. Add the following:

At least 48 hours shall elapse between application of a bituminous seal coat and permanent pavement marking.

All traffic paint shall have a minimum of 2 coats (full width of stripe) per application of the designated material placed unless otherwise directed by the RTC Project Manager or the Design Engineer’s representative.

1.18B PAVEMENT MARKING FILM

Permanent pavement marking film (pavement marking tape or thermoplastic) shall be in accordance with Section 634 – “Pavement Marking Film”, of the NDOT Standard Specifications for Road and Bridge Construction.

1.18C RAISED MARKERS

1. Hydrant markers.

A reflective, blue street marker shall be provided to identify all fire hydrant locations. The marker shall be omnidirectional type. The marker shall be visible on approach to the fire hydrant. The marker shall be placed in accordance with Reno Fire Department Policy Appendix UFC-AP904.3.1, page AP-6.

Adhesives for raised markers shall conform to Subsection 633.02.04 - “Adhesives for Pavement Markers” of the NDOT Standard Specifications for Road and Bridge Construction.

Installation of raised markers shall conform to Subsection 633.03.01 - “Pavement Marker Installation” of the NDOT Standard Specifications for Road and Bridge Construction.

1.22 TRAFFIC SIGNS

1.22A MATERIALS

Traffic signs shall be 3M Diamond Grade (DG) 3 or 3M high intensity sheeting with a clear transparent overlay 3M 1170 or approved equal.

Street name signs shall be 3M DG3, Series 4000 or approved equal with green transparent Scotchlite Electrocut Film #1177C or approved equal. White letter and border sheeting shall be retro reflective ASTM IX 3M Diamond Grade or approved equal.

1.23 TRAFFIC SIGNALS

1.23A LOOP DETECTORS

* The * requires the Contractor to lay-out traffic signal loop detectors in accordance with * standards and details. After the loop lay-out is marking in the field, the Contractor shall call * at * for loop lay-out inspection and approval.

* The Contractor shall call * at * for traffic signal loop lay-out. All traffic signal loop detectors shall be installed prior to the placement of the final “top” lift² of the plantmix bituminous pavement material. Placement of slurry seal or micro-surface does not negate this requirement.

1.23B TEMPORARY TRAFFIC SIGNAL MODIFICATIONS DURING CONSTRUCTION

The Contractor shall coordinate with and secure approval from * (*) of * for any use of or changes to operation of existing traffic signal equipment during construction. The Contractor shall comply with * requirements without additional cost to the RTC.

1.24 UTILITY ADJUSTMENT

1.24A VERIFICATION OF DEPTH

Location of underground facilities shown on the plans are approximate and were not determined by field investigation. It shall be the responsibility of the Contractor to locate all existing utility structures, whether shown or not, and to notify all utility companies to verify in the field the location of their installations prior to construction. The Contractor shall protect all utility structures from damage. The expense of repair or replacement shall be borne by the Contractor (however, this in no way precludes the Contractor from recovering, from the utility company, costs to repair existing utilities which do not conform with standard specifications or details). The Contractor shall request field marking of existing utilities at least 48 hours in advance of beginning construction by calling Underground Service Alert at (800) 227-2600.

At existing underground traffic signal conduit crossings and at locations where new underground facilities cross existing facilities, the Contractor shall expose the existing facility and verify that sufficient horizontal and vertical clearance exists for the street improvements to be constructed in substantial compliance with the plans. At existing underground traffic signal conduit crossings, the Contractor shall field verify the depth of existing facilities before commencing any construction. At locations where new underground facilities are to be connected to existing facilities, the Contractor shall expose the existing facility and verify that the connection can be made as shown on the plans before commencing any construction. Any conflicts shall be brought to the Engineer’s attention as soon as they are discovered.

Utility depth verification requirements will be considered incidental to *, bid item *.

² TOP LIFT is defined as the final course of bituminous dense-grade pavement.

1.24B UTILITY MANHOLE AND VAULT ADJUSTMENT

Add to Subsection 323.05 - "Utility Manholes and Vaults" of the Standard Specifications as follows:

1. "Before lowering manholes and vaults, the Contractor shall take inventory of the utilities to be adjusted. The Contractor shall record the exact location and type of utility by labeling the assembly with numbers at locations visible for verification. The labeling shall include utility site, collar, and lid to ensure proper match of hardware when utility adjustment is completed at the conclusion of the project."

The Contractor shall submit the utility inventory list to the Engineer and utility companies upon completion of utility lowering activity. The Contractor shall also keep a copy of the utility location inventory list on the project work site at all times for emergency shutoff purposes. The Contractor may post the list on the backside of the RTC Project Information sign.

1.24C MANHOLE PROTECTION PLAN

The Contractor shall be responsible for the protection of all manholes and valves during all phases of construction, including but not limited to, lowering and raising covers, and grouting of them. The Contractor shall verify all manholes and valves are clear of debris at the beginning of the project and notify the utility companies if otherwise.

A "Manhole Protection Plan" shall be submitted and approved by the Engineer prior to any manhole adjustments. The plan shall clearly identify how the contractor will protect ANY debris from entering the system and a detail of how the Contractor is prepared for emergency overflows. To the minimum, the plan shall include the name, phone number, and contact of the company the contractor will use in case of an emergency. Prior to performing any adjustments or grouting, the Engineer shall observe and verify the Contractor is in compliance with the "Manhole Protection Plan".

1.25 SURVEY MONUMENTS

Survey monuments shall be removed prior to construction. Survey monuments shall be located and punched by a Nevada registered professional land surveyor and replaced after completion of improvements.

1.26 CERTIFICATES OF COMPLIANCE

The Certificate of Compliance shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved conform in all respects with the requirements of the specifications for this project. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

Materials Requiring Certificate of Compliance

1. Asphalt Cement
4. Cement
5. Concrete Curing Compound
6. Signs
7. Pavement Markings
8. Personnel certification for installation of retroreflective preformed pavement markings

EXHIBIT “F”
(Standard Specifications for Public Works Construction
Section 117.00
“Material and Workmanship – Warranty of Corrections”)

SAMPLE

MATERIAL AND WORKMANSHIP – WARRANTY OF CORRECTIONS

Corrections ordered in accordance with section 100.17 of the Standard Specifications for Public Works Construction titled, “Material and Workmanship”, for items discovered in the year following final acceptance of the project shall be warranted for a one (1) year period following acceptance by the RTC of the correction. Should the correction itself prove defective, the Contractor shall be obliged to make further correction. The warranty period on the correction shall continue to be extended for one (1) year following acceptance by the RTC of the initial or any subsequent corrective actions.

SAMPLE

EXHIBIT "G"
RRIF RATES AS OF DATE OF OFFSET AGREEMENT

SAMPLE

REGIONAL ROAD IMPACT FEE SCHEDULE

Land Use	Unit	North Service Area		South Service Area	
		VMT	Dollars (\$328.34/VMT)	VMT	Dollars (\$320.63/VMT)
Residential					
Single-Family	Dwelling	15.03	\$4934.95	14.22	\$4,559.36
Multi-Family	Dwelling	10.23	\$3,358.92	9.68	\$3,103.70
Industrial					
General Light Industrial	1,000 GFA	5.05	\$1,658.12	4.78	\$1,532.61
Manufacturing	1,000 GFA	4.00	\$1,313.36	3.79	\$1,215.19
Warehouse	1,000 GFA	1.77	\$581.16	1.68	\$538.66
Mini-Warehouse	1,000 GFA	1.54	\$505.64	1.46	\$468.12
Commercial/Retail					
Commercial/Retail	1,000 GFA	22.94	\$7,532.12	21.71	\$6,960.88
Eating/Drinking Places	1,000 GFA	22.94	\$7,532.12	21.71	\$6,960.88
Casino/Gaming	1,000 GFA	46.90	\$15,399.15	44.37	\$14,226.35
Office and Other Services					
Schools	1,000 GFA	13.12	\$4,307.82	12.41	\$3,979.02
Day Care	1,000 GFA	13.12	\$4,307.82	12.41	\$3,979.02
Lodging	Room	3.41	\$1,119.64	3.23	\$1,035.63
Hospital	1,000 GFA	10.92	\$3,585.47	10.33	\$3,312.11
Nursing Home	1,000 GFA	6.76	\$2,219.58	6.40	\$2,052.03
Medical Office	1,000 GFA	35.44	\$11,636.37	33.53	\$10,750.72
Office and Other Services	1,000 GFA	9.92	\$3,257.13	9.39	\$3,010.72
Regional Recreational Facility	Acre	2.32	\$761.75	2.20	\$705.39

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REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 4.15

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

Approve the purchase of fifteen (15) compressed natural gas (CNG) fueled paratransit vehicles utilizing the State of Nevada Fleet Vehicles procurement contract number 99SWC-S490 in the amount of \$2,002,260.75.

BACKGROUND AND DISCUSSION

In FY 2022, RTC budgeted for the purchase of fifteen (15) Paratransit vehicles. These will replace current fleet vehicles which are at the end of their useful life. The vehicles will be used in ACCESS paratransit service and operate on low emission CNG fuel.

FISCAL IMPACT

Funding for this agreement is included in the FY 2022 Board approved budget.

PREVIOUS BOARD ACTIONS:

There has been no previous action on this item.

ATTACHMENTS

A. Vehicle Purchase Agreement

PURCHASE AGREEMENT

FOR CNG VANS

Between

**Regional Transportation Commission
of Washoe County**

and

RO Truck & Equipment, LLC DBA RO Bus Sales

December 20, 2021

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Appendix D	FTA Required Clauses
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This Transit Vehicle Purchase Agreement (Agreement) for Compressed Natural Gas (CNG) Vans is made and entered into on December 20, 2021 by and between the Regional Transportation Commission of Washoe County, Nevada (RTC) and RO Truck & Equipment, LLC DBA RO Bus Sales (Contractor) (collectively, the Parties), a corporation authorized to do business in the State of Nevada that is manufacturing and supplying the CNG Vans. This Agreement implements the purchase of vehicles off of the State of Nevada Master Agreement # 99SWC-S1495.

ARTICLE 1 -- INTRODUCTORY PROVISIONS

SEC. 101 DEFINITIONS

As used in this Agreement, the term –

(1) "**Acceptance**" means written documentation executed by the RTC evidencing the RTC's determination that a particular Vehicle, provided by the Contractor under this Agreement has been completed and delivered in full conformance with all requirements and provisions in the Technical Specifications and the other Contract Documents, and has been determined to be in acceptable operating condition under the Acceptance testing procedures described in Appendix C.

(2) "**Agreement**" means this written Agreement executed by the RTC and the Contractor which sets forth the rights and obligations of the Parties.

(3) "**Change Notice**" means a document issued by the RTC to the Contractor specifying a proposed change to the Work or to the Contract Documents, and directing the Contractor to provide, at Contractor's expense, price and/or other information relating to that change within the time specified in the notice. Unless otherwise expressly stated on its face, a Change Notice is a proposal which may result in a Change Order.

(4) "**Change Order**" means an order executed by the RTC and issued to the Contractor modifying the Work, the Technical Specifications, or the other Contract Documents. The Change Order establishes the basis for any adjustments in Contract Price or Contract Time resulting from the change, and becomes a part of the Contract Documents upon execution by the Parties or issuance by the RTC, as the case may be.

(5) "**Contract Amendment**" means a document signed by duly authorized representatives of each Party that changes or modifies this Agreement.

(6) "**Contract Documents**" means the documents identified in Section 103 which collectively constitute the obligations of the Contractor.

(7) **"Contract Milestone"** or **"Milestone"** means an established event or occurrence that is a key element of the Critical Path Schedule as specified in Section 205 of this Agreement.

(8) **"Contract Price"** means the total compensation to be paid to the Contractor by the RTC, as set forth in Section 301 of this Agreement.

(9) **"Contract Time"** means the number of calendar days provided to the Contractor for completion of the Work to be performed under this Agreement, including any authorized extensions of time.

(10) **"Contractor"** means RO Bus Sales and includes any subsidiary, affiliate, or parent company thereof to which RO Bus Sales assigns, transfers, or delegates in writing the obligation to perform all or any portion of the Work; provided that RO Bus Sales shall remain responsible (notwithstanding any such assignment, transfer, or delegation) for the full performance of this Agreement and compliance with the Contract Documents.

(11) **"Critical Path Schedule"** means the schedule developed by the Contractor and agreed upon by the RTC for the performance of the Work, setting forth the specific tasks to be performed, including but not limited to the Contract Milestones, and establishing the schedule for the completion of each such task. The Critical Path Schedule is set forth in Appendix B.

(12) **"Days"** means calendar days; provided that where the term "business days" is used, it means Monday-Friday, excluding Federal holidays.

(13) **"Executive Director"** means the Executive Director of the RTC or the person designated in writing to carry out the Executive Director's rights or obligations under this Agreement.

(14) **"First Article Vehicle"** means the first Vehicle to complete testing, production, and delivery to the RTC.

(15) **"Fleet Defect"** means a failure or defect in the same component, part, or system in twenty percent (20%) or 3 of the 15 Vehicles supplied under this Agreement.

(16) **"Force Majeure"** means acts of God, flood, war, terrorism, epidemic, natural disaster, commandeering of raw materials, plants, or facilities by the Government; or other similar unanticipated and unforeseeable event beyond the control of the Contractor which was not due to any act or omission of the Contractor and which could not have been avoided by due diligence and use of reasonable efforts by the Contractor. The term "Force Majeure" does not include changes in law or strikes, lockout or work stoppages involving the

Contractor's employees or personnel or the employees or personnel of the Contractor's suppliers, sub-suppliers, Subcontractors, or shippers.

(17) **"Governing Body"** means the Board of Commissioners of the RTC.

(18) **"Inspector"** means the RTC's authorized representative with responsibility for reviewing and monitoring the Contractor's production and manufacturing processes, observing testing performed by the Contractor, conducting inspections and testing, and confirming the Contractor's compliance with the requirements of the Technical Specifications and other Contract Documents.

(19) **"Key Personnel"** means the Contractor's Project Manager, Manager of Design/Engineering, Manager of Quality Control, and Manager of Production, or equivalent positions.

(20) **"Materials"** includes equipment, material, components, subcomponents, assemblies, subassemblies, products, supplies, and articles incorporated in the Work or otherwise used or furnished by the Contractor in performing this Agreement.

(21) **"Notice of Termination"** means written notice from the RTC to the Contractor and its Surety terminating the Agreement completely or partially, either for convenience of the RTC or for default due to the Contractor's failure to perform its contractual obligations, pursuant to Sections 230 or 232 of this Agreement.

(22) **"Notice to Proceed"** or **"NTP"** means written notice from the RTC to the Contractor that authorizes the Contractor to proceed with the Work.

(23) **"Parties"** means the RTC and the Contractor.

(24) **"Product Data"** means drawings, plans, procedures, performance charts, instructions, brochures, warnings, and other information furnished by the Contractor to the RTC to illustrate or explain the assembly, production, installation, maintenance, or operation of the Vehicles, or other elements of the Work.

(25) **"Project"** means the RTC project funded by the Federal Transit Administration to acquire CNG Vans.

(26) **"Project Site"** means the facilities and other property of the RTC where Work will be furnished, delivered, or performed under this Agreement.

(27) **"Project Manager"** means the Contractor's executive representative who is designated to direct the activities of the Contractor under this Agreement and to receive and carry out instructions from the RTC.

(28) **"Ready-to-Use"** means complete and fully operational with all materials, systems, and components incorporated.

(29) **"RTC"** or **"Regional Transportation Commission"** or **"Commission"** means the Regional Transportation Commission of Washoe County, Nevada. The rights and obligations of the RTC under this Agreement shall be carried out by the Executive Director or his or her designee.

(30) **"Samples"** means physical examples, which illustrate Materials, fixtures, and workmanship and which establish standards by which the Work may be judged to assess conformity with this Agreement and the other Contract Documents.

(31) **"Service Contractor"** means the entity responsible for the operation and maintenance of the RTC's fixed route or paratransit system in Washoe County, Nevada, pursuant to a contract with the RTC.

(32) **"State"** means the State of Nevada, U.S.A.

(33) **"Subcontractor"** means any individual, partnership, firm, corporation, or joint venture that contracts with the Contractor to furnish or supply services, labor, subsystems, components, or materials under this Agreement.

(34) **"Technical Specifications"** means the specifications for the Vehicles set forth in Appendix A of this Agreement that set forth the detail of the Work, including design, performance, material, testing, methods of manufacture, and other requirements of this Agreement.

(35) **"Vehicles"** means the fifteen (15) CNG Vans (Model 2023 Ford E450) to be supplied by the Contractor under this Agreement and as more specifically described in the Vehicle Specifications in Appendix A.

(36) **"Work"** means the Vehicles and other Materials to be supplied by the Contractor under this Agreement, and includes all the design, manufacturing, production, warranties, and technical and other professional services and responsibilities to be carried out by the Contractor in the performance of this Agreement, including all elements of the Scope of Work set forth in Section 201 hereof.

SEC. 102 AGREEMENT TO PURCHASE

The RTC agrees to purchase from the Contractor, and the Contractor agrees to sell and supply to the RTC, in accordance with the terms of this Agreement, fifteen (15) Vehicles and for the total Contract Price of "Two million, two thousand two-hundred sixty dollars and seventy-five cents" only (\$2,002,260.75) in U.S. dollars. The individual pay items to be acquired under this Agreement are set forth in Section 301 of this Agreement.

SEC. 103 CONTRACT DOCUMENTS

(a) Order of Precedence -- Each of the Contract Documents is an essential part of the Contract, and is binding upon the Contractor in the performance of the Work. The Contract Documents consist of the following, set forth hereafter in their order of precedence:

- (1) This Agreement, including any Change Orders and Amendments hereto.
- (2) Federal Requirements and Contract Clauses.
- (3) The Technical Specifications for the Vehicles.
- (4) All other Appendices to this Agreement.

(b) Conflicts Between Contract Documents --

(1) Conflicts Between Contract Documents (General) -- In case of conflicts between Contract Documents, the Contract Document order of precedence dictates which Contract Document governs, and thus, which corresponding provisions take precedence (between two Contract Documents).

(2) Conflicts Between Contract Documents of Equal Precedence -- In case of conflicts between Contract Documents of equal precedence, the more stringent requirement (between the conflicting Contract Documents) shall govern.

(3) Conflicts Within a Contract Document -- In case of conflicts within a Contract Document, the more stringent requirement (within the conflicting Contract Document) shall govern.

SEC. 104 CONTRACTOR REPRESENTATIONS AND WARRANTIES

The Contractor represents, warrants, and covenants as follows:

(a) Maintenance of Licenses and Permits -- The Contractor and its Subcontractors shall maintain all required licenses, permits, status, professional ability, skills and capacity to perform the Work, in accordance with the requirements of the Contract Documents.

(b) Laws, Regulations, and Governmental Approvals -- The Contractor has familiarized itself with the requirements of all applicable Federal, State, and local laws and regulations and the conditions of any required governmental approvals, prior to entering into this Contract. The Contractor acknowledges and agrees that it is responsible for complying with such laws and regulations, and, except as otherwise provided in the Contract Documents, for obtaining governmental approvals at its sole cost and without any increase in Contract Price on

account of such compliance, regardless of whether such compliance would require additional time for performance or additional labor, equipment and/or materials not expressly provided for in the Contract Documents.

(c) Legal Proceedings -- There are no existing or threatened legal proceedings against the Contractor that would have an adverse effect on its ability to perform its obligations under the Contract, its financial condition, or its operations.

(d) Status and Authority -- (1) The Contractor is a corporation, joint venture, or partnership duly organized and licensed to do business in the State of Nevada, with all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted; (2) if a joint venture or partnership, each member of the Contractor is duly qualified to do business, and is in good standing, and will remain in good standing throughout the term of the Contract and for as long thereafter as any obligations remain outstanding under the Contract Documents; and (3) the execution and performance of this Contract will not result in a breach or default under the organizational documents of any such person or under the terms of any indenture, loan, credit agreement, or related instrument to which such person is a party or by which it is otherwise bound.

SEC. 105 USE OF ENGLISH LANGUAGE AND UNITED STATES DOLLARS

(a) Use of English -- All Contract Documents, conferences, negotiations, correspondence, Technical Specifications, technical manuals, Drawings, Product Data, and financial information, shall be prepared, conducted, or provided solely in the English language and using U.S. customary system of weights and measures. Metric units may be used as supplementary information but not to the exclusion of U.S. system units.

(b) Use of Dollars -- All Contract Documents, computations required by this Agreement, applications for payment, invoices, and statements of costs and prices (including supporting information for the cost and price analysis) shall be conducted or presented solely in United States dollars. Any and all payments shall also be made solely in United States dollars.

ARTICLE II -- GENERAL CONDITIONS

SEC. 201 SCOPE OF WORK

(a) General Scope -- The Contractor shall design, test, produce, manufacture, deliver, and provide warranties for fifteen (15) Vehicles and related Materials, as required under

this Agreement. The Vehicles and other Materials provided under this Agreement shall conform in all respects to the Technical Specifications set forth in Appendix A of this Agreement.

(b) Specific Elements of Scope -- The Contractor shall -

- (1) Design the Vehicles.
- (2) Develop Product Data for the Vehicles.
- (3) Manufacture, test, and deliver the Vehicles.
- (5) Provide other Materials as specified in the Contract Documents.
- (6) Participate in Pre-Production Meetings.
- (7) Provide operator manuals, maintenance manuals, parts manuals, training materials, and other technical support manuals and materials required by this Agreement, or the Technical Specifications.
- (8) Provide training in accordance with Section 221.
- (9) Provide parts availability as required by this Agreement.

(c) Inclusion in Price – The Contractor agrees that all elements of the Scope of Work are included in, and will be performed and delivered for, the Contract Price set forth in Section 102 of this Agreement.

SEC. 202 NOTICES OF AWARD AND NOTICE TO PROCEED

(a) Notice of Award -- The RTC will issue a Notice of Award to the Contractor directing the Contractor to submit the following to the RTC within fifteen (15) Days of issuance: (1) the certificates of insurance, as specified in Section 220(a); (2) the designation of the Contractor's Project Manager and other Key Personnel; (3) the Contractor's organizational chart; (4) executed Federal clauses and certifications.

(b) Notice to Proceed -- Within three (3) Days after receipt from the Contractor of the documentation required under subsection (a), the RTC will issue a Notice to Proceed (NTP) to the Contractor. The Contractor is not authorized to perform Work under this Agreement prior to receiving the NTP. Upon receipt of the NTP, the Contractor shall promptly commence the Work. Contract Time shall begin upon the date of issuance of the NTP.

(c) Schedule -- Time is of the essence in this Agreement. The Contractor shall diligently prosecute the Work to completion in accordance with the Critical Path Schedule in Appendix B and the other requirements in this Agreement. The RTC will cooperate in assuring adherence to the Critical Path Schedule.

SEC. 203 GENERAL OBLIGATIONS OF THE CONTRACTOR

(a) Overall Obligations -- The Contractor shall (directly or through its Subcontractors) deliver the Vehicles, all strictly in accordance with the requirements of this Agreement, the Technical Specifications, and the other Contract Documents. The Contractor represents and warrants that it will, throughout the term of performance of this Agreement, have and maintain all required authority, licenses, certifications, and registrations applicable to the Work to be performed under this Agreement, and the professional ability, skills, and capacity to perform its obligations under this Agreement.

(b) Standard of Performance -- The Contractor shall perform the Work diligently, carefully, and in a timely and professional manner, in accordance with the standards and requirements in the Contract Documents and in accordance with standards and practices generally accepted as standards of the industry; and shall have and maintain all required authority, licenses, professional ability, skills, personnel, and capacity to perform its obligations under this Agreement. The Contractor shall perform all Work in its own name and as an independent contractor and not in the name of, or as an agent for, the RTC.

(c) Labor and Materials --

(1) Duty to Furnish -- The Contractor shall furnish all labor and Materials, plant, tools, test equipment, and transportation required for the performance and completion of the Work in the manner and within the time specified in this Agreement. The Contractor shall perform all the Work necessary to design and manufacture the Vehicles.

(2) Fitting and Functioning -- The Contractor shall assume responsibility for the proper working and fitting together of all parts and components, and for the proper functioning and system integration of all aspects of the Vehicles, in order to assure successful operation in accordance with this Agreement, the Technical Specifications, and the other Contract Documents.

(d) Critical Path Schedule -- The Contractor has established, after consultation with the RTC, a Critical Path Schedule for the performance of the Work (set forth in Appendix B). The Critical Path Schedule identifies the major milestones of engineering, materials procurement, testing, and is designed to assure compliance with the Contract Milestones and delivery schedule set forth in Section 205.

(e) Quality Assurance Program -- The Contractor shall prepare a quality assurance program, in accordance with Section 208, which outlines how all of the quality assurance requirements and functions will be defined, implemented, executed, managed, controlled, recorded and reported.

(f) Fees and Permits -- The Contractor shall perform, at no additional expense to the RTC, all of its obligations under this Agreement, and shall pay all fees, permits, and royalties for all intellectual property and all patented appliances, products, or processes incorporated in the Work.

SEC. 204 PROJECT MANAGEMENT

(a) Project Manager and Key Personnel -- The Contractor shall designate in writing the name, qualifications, and experience of its proposed Project Manager and other Key Personnel, as part of the documentation required under Section 202(a). The Project Manager shall have full authority to represent and act for the Contractor.

(b) Reassignment -- The Contractor shall provide the RTC with advance written notice if it desires to change the Project Manager or other Key Personnel. The Project Manager and other Key Personnel shall not be changed without prior written concurrence of the RTC, which shall not be unreasonably withheld. At the time notice of a proposed change is provided, the Contractor shall provide the RTC with the information specified in subsection (a) for the proposed new Project Manager or other Key Personnel. Any replacement Project Manager or other Key Personnel must have qualifications and experience comparable to the individual being replaced.

(c) RTC Authority -- The RTC may, for good cause, direct the removal of any of the Key Personnel.

(d) Contractor Organization -- The Contractor shall also provide the RTC with an organizational chart showing lines of authority in the Contractor's organization and individuals responsible for the performance of the Work.

(e) RTC Project Director -- The RTC shall designate in writing, in the NTP provided under Section 202(b), a Project Director who shall be responsible for overseeing the Contractor's performance of this Agreement.

SEC. 205 CONTRACT MILESTONES AND CRITICAL PATH SCHEDULE

(a) Contract Time -- The total Contract Time provided for the completion of the Work (except warranty work and on-site support) under this Agreement and delivery of all the vehicles is September 19, 2022; provided, however, the Contractor commits and shall delivery to the RTC (1) Vehicles by September 1, 2022 and the remaining (14) Vehicles shall be delivered by September 19, 2022, unless there is an unavoidable delay documented and noticed by the

Contractor in a status report. Time is of the essence and failure to meet the delivery time specified shall constitute a breach of this Agreement.

(b) Critical Path Schedule -- The Contractor has developed a Critical Path Schedule for the Project, set forth in Appendix B, which includes the Contract Milestones listed in subsection (c) as well as other specific tasks to be performed by the Contractor and the RTC. The Critical Path Schedule shall be updated monthly by the Contractor to reflect actual versus planned (as per the original schedule) progress for each Milestone or other task listed.

(c) Contract Milestones -- The Contractor shall proceed with the Work and the contract deliverables in accordance with the following schedule:

<u>Milestone</u>	<u>Days from NTP</u>
Begin Procurement of critical Materials	Receipt of NTP
Delivery of manuals and training materials	August 1, 2022
Completion of First Article Vehicle	August 16, 2022
Completion of First Article Vehicle test program, including proof of design test	August 23, 2022
Shipping Release for First Article Vehicle	August 26, 2022
Delivery of First Article Vehicle	September 1, 2022
Delivery of 2-15 vehicles	September 19, 2022

(d) Delivery Schedule -- The Contractor shall deliver the Vehicle as indicated in the Critical Path Schedule in Appendix B. The Contractor shall immediately notify the RTC in writing upon learning of any circumstance that may result in a delay in this delivery schedule. The dates set forth in subsection (c) shall be used as the basis for the assessment of Liquidated Damages under Section 227.

(e) Monthly Status Reports -- The Contractor shall submit monthly reports to the RTC detailing its progress in completing the Work and adhering to the Critical Path Schedule, and summarizing the significant issues addressed and decisions made at the most recent Meeting. The monthly report shall be submitted to the RTC by the 10th of every month until all Vehicles are delivered.

(f) Recovery Schedule -- If any monthly report indicates a delay in the schedule of more than seven (7) Days or a failure to achieve a Contract Milestone, the Contractor shall

include a Recovery Schedule with such report, setting forth its plan for addressing such delay or failure, and shall also provide a full report on its progress in the implementation of such plan within the next thirty (30) Days.

SEC. 206 MATERIALS AND WORKMANSHIP

(a) Workmanship -- The Contractor shall perform all Work under this Agreement in a skillful and workmanlike manner. Workmanship shall be of the best quality and shall conform in all respects to the best practice in the industry. All employees, agents, and other workers used by the Contractor shall have sufficient skill and training to perform the work assigned to them.

(b) Materials --

(1) Quality -- The Contractor shall assure that all Materials incorporated into the Vehicles and other elements of the Work covered by this Agreement are of the grade and quality specified in the Technical Specifications.

(2) Duty to Furnish -- The Contractor shall furnish all materials and components required to complete the Work, other than any identified in the Contract Documents as being furnished by the RTC. Notwithstanding any prior inspection and approval by the RTC, the Contractor shall assure that only Materials conforming to the requirements of this Agreement are incorporated in the Work. Any necessary modifications to Materials shall be made at the Contractor's manufacturing facility or at the manufacturing facilities of its Subcontractors. All Materials and components shall be manufactured, handled, and incorporated so as to ensure completed Work in accordance with this Agreement and the other Contract Documents.

(c) New Materials Required -- The Contractor shall assure that all Vehicles and all Materials incorporated into the Vehicles, and other elements of the Work, are new and are the latest model of current production, consistent with the Technical Specifications. A new Vehicle, as required by this subsection, is a Vehicle that is made up completely of unused genuine original parts, and which has not been operated for any purpose other than routine operational testing. Demonstrator equipment does not meet this definition and is not acceptable.

(d) Handling of Materials -- The Contractor shall transport, handle, and store all Materials in a manner which will ensure the preservation of their quality, appearance, and fitness for the Work. All Materials shall be stored in a manner to facilitate inspection by the Contractor and the RTC.

(e) Reliability of Products -- The Vehicles shall be designed and constructed by the Contractor to assure a high degree of reliability, to minimize down-time during maintenance, and

to reduce Vehicle break downs and failures that result in service delays and interruptions. In addition, the Contractor shall comply with all reliability standards and representations set forth in its warranties.

SEC. 207 PRE-PRODUCTION MEETING

(a) Basic Requirement – The Parties agree that a Pre-Production Meeting will be held at the Contractor’s facility in 67819 State Road 15, New Paris, IN 46553, USA, to review the Technical Specifications, and related Contract Documents and the overall progress of the Work, as more specifically described in this Section. Each party shall assure that appropriate staff and representatives are available for the Pre-Production Meeting.

(b) Purposes and Subject Matter -- The purposes of the Pre-Production Meeting shall be as follows:

(1) To review the overall progress of and schedule of the Work, particularly in relation to the Critical Path Schedule.

(2) To make and agree upon any necessary revisions or modifications to the Technical Specifications.

(3) To review any Change Notices and review and finalize Change Orders.

(4) To review the tests and inspections planned by the Contractor to assure compliance and compatibility with the Technical Specifications.

(5) To address Federal Motor Vehicle Safety Standards (FMVSS), Buy America requirements, Americans with Disabilities Act requirements, and other regulatory compliance issues.

(6) To review and address any issues regarding the Product Data.

(7) To discuss and resolve any other issues relating to the progress of the Work and the successful implementation of the Project.

(c) Minutes and Follow-up -- The Contractor shall prepare minutes at the conclusion of the Pre-Production Meeting, reflecting an accurate record of the discussions held and agreements reached at that meeting, and identifying the actions to be taken and the key agenda items for any subsequent meetings. The minutes shall be reviewed by the RTC and co-signed by the Parties. The Parties shall make reasonable best efforts to resolve all of the actions and issues identified at a Pre-Production Meeting within six (6) weeks after the Meeting. Based on the needs of the Project, the Parties may agree to hold a second Pre-Production Meeting.

(d) Contractor Responsibility -- Review of the Contractor's Product Data by the RTC under this Section (including agreement to specific drawings) shall not relieve the Contractor of

any responsibility, including but not limited to, responsibility for accuracy of dimensions and details. The Contractor shall remain responsible for agreement and conformity of its Product Data with the Contract Documents, and for conformity of the completed Vehicles, and all components thereof, with the Technical Specifications and other Contract Documents.

SEC. 208 QUALITY ASSURANCE REQUIREMENTS

(a) Required Certifications -- The Contractor agrees that it has ISO 9001 certifications for its plant, manufacturing processes, and organization.

(b) Quality Assurance Organization --

(1) Required Organization -- The Contractor shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to the Contractor's top management. The Contractor shall designate an individual to serve as Quality Manager. The Quality Manager shall be responsible for all quality assurance issues, quality control, documentation, and reporting.

(2) Quality Control -- The Contractor's quality assurance organization shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of Vehicles and other materials to be supplied under this Agreement.

(3) Authority and Responsibility -- The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance and rejection of materials and manufactured articles in the production of Vehicles and other Materials to be supplied under this Agreement.

(c) Functions of Quality Assurance Organization -- The Contractor's quality assurance organization shall include the following minimum functions:

(1) The quality assurance organization shall verify inspection operation instructions to ascertain that the Vehicles and other Materials meet all prescribed requirements.

(2) The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the RTC's Inspectors, and shall remain available for a minimum of one (1) year after inspections and tests are completed.

(3) The quality assurance organization shall detect and promptly assure correction of any conditions that may result in the production of defective Vehicles. These conditions may occur in design, purchases, manufacture, tests, or operations that culminate in defective materials, supplies, services, facilities, technical data, or standards.

(4) The quality organization shall provide a system for commissioning of each material element of the completed Vehicle.

(d) Standards and Facilities -- The following standards and facilities shall be included in the Contractor's quality assurance process:

(1) The Contractor shall maintain Drawings, Product Data, assembly procedures, and other documentation that completely describe a qualified Vehicle that meets all of the requirements of this Agreement. The quality assurance organization shall verify that all Vehicles are manufactured in accordance with the controlled Drawings, Product Data, procedures, and documentation.

(2) The Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the Vehicles conform to all requirements of the Technical Specifications set forth in Appendix A. These devices shall be calibrated at established periods against certified measurement standards that have known, valid relationships to national standards.

(3) When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.

(4) The Contractor's gauges and other measuring and testing devices shall be made available for use by the RTC's Inspectors to verify that the Vehicles conform to all requirements of the Technical Specifications. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

(e) Purchasing Quality Control --

(1) General Requirement -- The Contractor shall maintain quality control over the purchase of all materials and components to be incorporated into or otherwise needed for the Vehicles.

(2) Subcontractors -- The Contractor shall require that each Subcontractor maintain a quality control program for the services and supplies that it provides. The Contractor's quality assurance organization shall inspect and test materials provided by Subcontractors for conformance to the requirements of the Technical Specifications and shall establish controls to prevent inadvertent use of nonconforming materials. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes.

(3) Inclusion of Technical Specifications -- The Contractor shall verify that all applicable requirements of the Technical Specifications are properly included or referenced in purchase orders of components or other materials to be used in the Vehicles.

(f) Manufacturing Quality Control --

(1) General Requirement -- The Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special working environments if necessary.

(2) Inspection and Testing -- The Contractor's quality assurance organization shall establish and implement a system for commissioning of completed Vehicles. Such system shall measure the overall quality of each completed Vehicle.

(3) Non-Conforming Materials -- The Contractor's quality assurance organization shall monitor the system for controlling nonconforming materials. Such system shall include procedures for identification, segregation, and disposition of such materials.

(4) Statistical Analysis -- The Contractor's quality assurance organization may use statistical analysis, tests, and other quality control procedures when appropriate in the quality assurance process.

(g) Quality Assurance Audits -- The Contractor's quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the RTC.

SEC. 209 INSPECTIONS AND TESTING

(a) Contractor Inspections and Tests --

(1) General Requirement -- The Contractor shall perform or have performed the inspections and tests (except those performed solely by the RTC) required to substantiate that the Work provided under the Agreement conforms to the Technical Specifications and other Contract Documents. The required Testing Procedures and Protocols are set forth in Appendix C hereto. All inspections and testing shall be carried out in accordance with the quality assurance program described in Section 208 of this Agreement.

(2) Timing -- The Contractor shall conduct inspections at appropriate points in the production and manufacturing process, as specified in the Critical Path Schedule, to ensure compliance with test specifications, process specifications, and quality standards.

(3) Samples -- All Samples for analyses and tests shall be taken in such manner as to be truly representative of the entire lot under test and shall not be worked on in any way to alter the quality before testing. All testing shall provide a measure of the overall quality of the completed product and shall be performed so that it simulates end product use and function. When modification, repairs, or replacements are required, the Contractor shall conduct a reinspection or retest of the characteristics affected.

(4) Records -- The Contractor shall maintain inspections system records covering the Work under this Agreement and shall make such records available to the RTC and the RTC's Inspector during the performance of this Agreement and for the duration of the warranty periods or for such longer period as may be specified elsewhere in this Agreement.

(b) RTC Inspections and Testing--

(1) General Requirement -- All Work of the Contractor under this Agreement shall be subject to review, inspection, and testing by the RTC or its Inspectors. RTC inspections and tests may be conducted at all times and places during the term of this Agreement, provided that such inspections and tests shall be made in a manner that does not unduly delay the Work. The RTC's right to review extends to all Product Data relating to the Vehicles.

(2) Inspectors in Plant -- The RTC may station its Inspectors at the Contractor's (and any Subcontractor's) plant and facilities during the manufacturing and

production process, at the RTC's own expense. The RTC's Inspectors shall have the right to view and participate in all inspections and testing conducted by the Contractor. The Contractor shall provide adequate working space (including a desk, a telephone, and internet access) at its plant and facilities for the RTC's resident Inspector.

(3) Full Cooperation Required -- The Contractor shall fully cooperate with the Inspector in the performance of his or her duties, and permit full access to the Contractor's facilities and production lines. The RTC has the unilateral right and discretion to select its Inspector and the Contractor shall not refuse access to the RTC's Inspector or otherwise impede the Inspector in the performance of his or her responsibilities; provided that (A) the inspector shall be subject to such reasonable health, safety, and confidentiality rules as the Contractor may establish; and (B) the Inspector shall not unreasonably interfere in the Contractor's manufacturing process. The Contractor shall provide five (5) business days advance notification to the RTC and to the RTC's inspector of any changes to the delivery schedule.

(4) Right to Enter -- The RTC and its Inspector shall have the right to enter the premises used by the Contractor (including any plant or place where materials, work, or any part thereof, are made, performed or stored) for purposes of tests, inspecting the Vehicles, and auditing data and records relating to the Contractor's performance under this Agreement.

(5) Inspector Reports -- The RTC's Inspectors will immediately report to the RTC if the Work performed by the Contractor or a Subcontractor fails to conform to the requirements of the Technical Specifications or other Contract Documents, stating the reasons for this failure and identifying the Technical Specifications or other Contract Documents that are not being complied with.

(6) RTC Testing -- In addition to testing by the Contractor under subsection (a), the RTC reserves the right to conduct its own testing during the delivery of safe and reliable Vehicles.

(7) Impact of Extensions of Time -- If the RTC grants an extension of time at the request of the Contractor pursuant to Section 211 or 212 of this Agreement, the Contractor shall be liable for and shall pay the cost of the Inspector during the period of such time extension. In addition, if the Contractor impedes the work of the RTC's Inspector resulting in a delay in the schedule, the Contractor shall be liable for and shall

pay the cost of the RTC's Inspector during the delay period, as well as any extended time that the Inspector needs to be on-site due to the Contractor-caused delay. The Contractor shall not be eligible for any extension in Contract Time by reason of such a delay.

(c) Continuing Contractor Obligations -- The inspection or testing by the RTC of any Work does not relieve the Contractor from any responsibility regarding defects or other failures to meet the requirements of this Agreement or regarding the proper functioning of the Vehicles or other Materials which may be discovered after acceptance.

(d) Inspections of Defective Work or Materials -- If the RTC has reasonable evidence that defective work has been permitted by the Contractor or the Subcontractors or that defective Materials have been used, and desires to make an examination of Work partly or fully completed, the Contractor or Subcontractor shall, at no additional expense to the RTC, furnish the appliances and labor for making such investigation and inspection as may be required by the RTC.

(e) Corrections to Defective Work or Materials --

(1) Rejection or Re-performance -- If any Work or Materials inspected under subsection (d) are found to not be in conformity with the requirements of this Agreement, the RTC (or its Inspectors) shall have the right either to reject that Work or require the Contractor to perform the Work again in conformity with such requirements at no increase in the total Contract Price. Work which has been rejected or required to be corrected shall be removed or, if permitted or required by the RTC, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed to the RTC.

(2) Reductions in Price -- When the Work to be performed is of such a nature that the defect cannot be corrected by reperforming the Work, the RTC shall have the right to (A) require the Contractor to immediately take all necessary steps to ensure future performance of the Work in conformity with the requirements of this Agreement; and (B) reduce the Contract Price to reflect fairly the reduced value of the Work performed.

(3) RTC Corrections -- In the event the Contractor fails promptly to perform the Work again or take necessary steps to ensure future performance of the Work in conformity with the requirements of this Agreement, the RTC shall have the right to

(A) have the Work performed in conformity with the requirements of this Agreement and charge to the Contractor any costs to the RTC related to the performance of such Work; or (B) terminate this Agreement for default under Section 232.

(f) RTC Responsibility for Cost -- If an inspection under subsection (d) by the RTC discloses no defect in the Work or Materials reviewed, the expense of such investigation, including any additional cost incurred by the Contractor as a result thereof, shall be borne by the RTC, and if such inspection impacted the Critical Path Schedule, the delivery schedule for the Vehicles shall be adjusted accordingly.

(g) Audits and Due Diligence Reviews -- The RTC will conduct pre-award and post-delivery audits of the Contractor and the Vehicles consistent with the standards and processes set forth in the Federal Transit Administration (FTA) Regulations on Pre-Award and Post-Delivery Audits of Rolling Stock Purchases, set forth in 49 C.F.R. Part 663.

(h) First Article Vehicle -- The Contractor shall provide the RTC a First Article Vehicle manufactured in accordance with the Technical Specifications and manufactured, tested, and delivered in accordance with the Critical Path Schedule. The First Article Vehicle shall be made available for inspection, acceptance testing and demonstration services at the RTC for a period of not less than thirty (30) Days from the date of delivery.

SEC. 210 SUSPENSION OF WORK AND DELAY BY THE RTC

(a) Stop Work Orders --

(1) Right to Issue -- If the RTC (or its Inspector) determines that a problem in the production or manufacturing process may impact the safe construction, operation, or delivery of the Vehicle being produced or may affect the performance of any major system or component, as defined in the Technical Specifications, the Parties shall meet within seventy-two (72) hours in order to discuss and agree upon the solution to the problem and the issuance, if necessary, of a Change Order. If the Parties are unable to agree, then RTC may, by written order to the Contractor, require the Contractor to stop the part of the Work related to the problem discussed.

(2) Elements -- Any order issued under this subsection shall be specifically identified as a "stop work order." At a minimum, any such stop work order shall be authorized in writing by the RTC Executive Director and shall include the following in writing:

- (A) A clear description of the Work to be suspended.
- (B) Instructions as to the issuance of further orders by the Contractor for materials or services.
- (C) Guidance as to action to be taken on subcontracts.
- (D) Other suggestions to the Contractor for minimizing costs.
- (E) The time period (not to exceed fifty (50) Days) during which the order will remain in effect.

(b) Actions in Response -- Upon receipt of a stop work order, the Contractor shall promptly comply with the terms of such order and shall take all reasonable steps to minimize the incurring of costs allocable to the Work covered by the order, during the period of work stoppage. Within the time period specified in the stop work order, or within any extension of that period to which the Parties agree, the RTC shall either --

- (1) cancel the stop work order; or
- (2) terminate the Work covered by such order as provided in Section 230 on termination for convenience or Section 232 on termination for default.

(c) Impact on Price and Schedule --

(1) Equitable Adjustment -- If a stop work order issued under this subsection is cancelled or the period of the order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in Contract Time or Contract Price, or both, and this Agreement shall be modified in writing accordingly, if --

- (A) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement; and
- (B) the Contractor asserts a claim for such adjustment within twenty (20) Days after the end of the period of work stoppage.

(2) Impact on Production Schedule -- In making an equitable adjustment in price or schedule under this subsection, the RTC will consider the costs incurred by the Contractor as a consequence of the delay resulting from the stop work order, and will also take into account the impact of the delay on the production schedule for the RTC's order as well as on the production planning at the Contractor's facility and the Contractor's obligations to its other customers.

(3) Termination Settlement -- If a stop work order is not cancelled and the Work covered by such order is terminated for the convenience of the RTC, the

reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.

(4) Allowable Costs -- If a stop work order is not cancelled and the Work covered by such order is terminated for default, the reasonable costs resulting from the stop work order shall be allowable by equitable adjustment or otherwise.

(d) RTC Caused Delays --

(1) Adjustments to Cost or Time -- If the performance of all or any part of the Work is, suspended, delayed, or interrupted for an unreasonable period of time, by an act of the RTC or by the failure of the RTC to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Agreement (excluding profit) and/or for any delay in the time for completion of the Work necessarily caused by such unreasonable suspension, delay, or interruption, and this Agreement shall be modified in writing accordingly. In making an adjustment in price or delivery schedule, the RTC will consider the costs and impacts described in subsection (c)(2) of this Section.

(2) No Adjustments -- No adjustment shall be made under this subsection for any suspension, delay, or interruption (A) to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or the Contractor's failure to comply with the provisions of this Agreement; or (B) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

(3) No Claims -- No claim under this subsection shall be allowed unless the Contractor asserts the claim in writing, including the amount thereof, within twenty (20) Days after the termination of such suspension, delay, or interruption.

SEC. 211 CHANGE ORDER PROCESS

(a) Writing Required -- Changes to the requirements of this Agreement, the Technical Specifications, or the other Contract Documents may only be made by a written Change Order issued by the RTC or by a Contract Amendment. Oral Change Orders or oral contract amendments or modifications will not be permitted. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any change in the Technical Specifications not properly ordered by written Change Order signed by the RTC.

(b) RTC Proposed/Directed Change Orders --

(1) Change Notice -- The RTC may, at any time, issue a written Change Notice to the Contractor proposing modifications in the Work that are within the general scope of this Agreement. Any such Change Notice shall be in sufficient detail to clearly show the Contractor the Work to be done and provide a basis for assessing any impact on contract cost or schedule.

(2) Response by Contractor to Change Notice -- The Contractor shall, within ten (10) Days after receipt of a Change Notice, notify the RTC in writing of any potential impact on contract cost or delivery schedule, and provide the RTC with its assessment of the feasibility of making the change proposed. If the Contractor notifies the RTC that the change is not feasible, the Parties shall meet as soon as possible to review the proposed change. Following those discussions, the RTC will either issue a Change Order directing that the change proceed as stated in the original notice, issue a modified Change Notice, or withdraw the original notice.

(3) Agreement on Change -- If the RTC agrees that the Change Notice will cause an increase or decrease in the Contractor's cost or the time required to perform the Work, an equitable adjustment shall be made in the Contract Price or Contract Time (or both), and such adjustment shall be reflected in a Change Order or written modification to this Agreement. The RTC shall thereafter issue a written Change Order implementing the change in the Work, which will be executed by both Parties. A bilateral Change Order under this paragraph or subsection (c)(3) hereof will include all time and amounts to which the Contractor is entitled as a result of the change. There will be no reservation of rights by either Party on a bilateral Change Order.

(4) Absence of Agreement -- If the RTC and the Contractor are unable to agree on an equitable adjustment in price or schedule in connection with a Change Notice, the RTC may nonetheless issue a unilateral written Change Order implementing the changes in the Work, and in that event the Contractor shall proceed with the Work under this Agreement, as changed. The Contractor may submit the dispute over the cost or schedule impact of the change to dispute resolution under Section 226, and the Contractor's proceeding with the Work shall not prejudice its position in the dispute resolution process.

(5) Cost or Price Analysis -- The RTC reserves the right to conduct a cost or price analysis on any Change Order, including a change requested by the Contractor under subsection (c) of this Section.

(c) Contractor Proposed Changes --

(1) General -- The Contractor may also propose changes to the Work for the consideration and review of the RTC. No such change shall be made unless the RTC gives prior written approval of the requested change by issuance of a Change Order. Oral Change Orders are not recognized or permitted.

(2) Basis for Request for Change – Contractor-proposed changes under this subsection may include a request for a Change Order on the basis of an extraordinary and unanticipated increase in the cost of Materials or components used to manufacture or produce the Vehicles that arises after the date of this Agreement and that directly results in additional cost or time to perform the Work. The RTC is not obligated to agree to such a request for a Change Order, but agrees to review, discuss, and consider any such request in good faith.

(3) Price and Schedule Proposal -- Within ten (10) Days after the Contractor submits a written request for a Change Order to the RTC, the Contractor shall submit to the RTC a detailed price and schedule proposal for the change or Work to be performed, provide an assessment of the feasibility of making the change proposed, and identify any Technical Specification to be modified by the change. The RTC shall consider the proposed Change Order and, after consultation with the Contractor, may accept, reject, or modify the Change Order requested. An accepted or modified Change Order under this subsection shall be in writing and executed by both Parties.

(4) Contractor Obligation to Proceed -- If the RTC and the Contractor are unable to agree on the price or schedule impact of a Contractor proposed change under this subsection, the dispute may be submitted by either party for resolution in accordance with Section 226 of this Agreement. In the event of such a dispute, the RTC retains the discretion to order the change to be implemented by the Contractor or to direct the Contractor not to proceed with the change. The Contractor has a continuing obligation to proceed with the Work under this Agreement as directed by the RTC, notwithstanding the pendency of any such dispute; provided that the Contractor's proceeding with the Work shall not prejudice its position in the dispute resolution process.

(d) Scope and Specification Changes – Any changes to the Technical Specifications for the Vehicles shall be made by written Change Order.

(e) Minor Changes -- In addition to written Change Orders, the RTC shall have the authority to direct minor changes in the Work not involving extra cost or changes in schedule

when such changes are in the RTC's opinion necessary or expedient to the satisfactory performance and completion of the Work. The Contractor may also propose such minor changes to the RTC for its review and approval.

SEC. 212 EXTENSION OF TIME

(a) Granting of Extensions -- The Contractor will be granted an extension in Contract Time for a delay in completion of the Work, or any specified portion thereof, that arises directly from a Force Majeure event; provided that: (1) the causes were not foreseeable, did not result from the fault or negligence of the Contractor, or any person for whom the Contractor is legally or contractually responsible, and could not have been avoided by the exercise of due diligence and care by the Contractor; (2) the Contractor has taken reasonable precautions to prevent further delays owing to such causes; and (3) the Contractor notifies the RTC in writing of the cause or causes of delay within five (5) Days from the beginning of any such delay. Force Majeure events may result in an extension in the delivery schedule but are not a basis for an increase in the Contract Price.

(b) Information Regarding Cause of Delay -- Within ten (10) Days after the end of the delay, the Contractor shall furnish the RTC with detailed information concerning the causes and circumstances of the delay, the number of Days actually delayed, and the Contractor's request for an extension in the time for the completion of the Work or any portion thereof. The Contractor shall also provide the RTC satisfactory evidence that non-performance is not due to any fault or negligence on the part of the Contractor or any person for whom it is legally or contractually responsible. Failure to submit this information within such ten (10) Day period will be sufficient cause for denying the claim for an extension of time.

(c) RTC Response --

(1) Timing -- Within ten (10) Days after receipt of all information required under subsection (b), the RTC shall notify the Contractor whether it agrees that the event causing the delay was a Force Majeure event meeting the conditions of subsection (a).

(2) Agreement -- If the RTC concurs that the event was a Force Majeure event and that the Contractor has met the conditions of subsection (a), it shall also notify the Contractor whether it agrees with the amount of the extension in the Contract Time requested by the Contractor for the completion of the Work or any portion thereof. If the RTC does not agree to the amount of time requested, it shall establish the approved

amount of the extension in Contract Time, which decision shall be final subject to dispute resolution under Section 226 of this Agreement.

(3) No Agreement -- If the RTC does not agree that the event was a Force Majeure event or determines that the Contractor has not met the conditions of subsection (a), it will deny the extension, which decision shall be final subject to dispute resolution under Section 226 of this Agreement.

(d) Change Orders -- The RTC will issue a Change Order to the Contractor within a reasonable period of time after the granting of an extension of Contract Time under this Section, specifying the number of Days allowed and the new date for completion of the Work or specified portions of the Work. Any extension of time must be in writing to be effective.

(e) Relation to Other Provisions --

(1) No Waiver -- The granting of an extension of Contract Time for delay shall not be deemed to be a waiver by the RTC of the RTC's right to impose and deduct liquidated damages for other delays (but not a delay caused by a Force Majeure event), or of any other rights to which the RTC is entitled under this Agreement.

(2) No Increase in Price -- An extension of Contract Time granted pursuant to this Section shall not be the basis for an increase in the Contract Price or claim for other additional compensation or damages, and no damages or costs of any kind or nature will be paid for any such extension of time. A time extension must be approved by the RTC prior to any interim or final completion dates being extended.

(f) Other Extensions of Time -- In addition to granting an extension in Contract Time for a Force Majeure event, the RTC may grant an extension in Contract Time in a Change Order agreed upon or issued by the RTC under Section 211.

SEC. 213 CONDITION OF SHIPMENT

(a) Post Production Testing -- The Contractor shall assure that each Vehicle successfully completes the post-production performance and conformance testing required under Appendix C prior to shipment.

(b) Required Condition --

(1) Standards for Shipment -- Unless specifically excepted at the sole discretion of the RTC, each Vehicle shipped from the Contractor's plant to the RTC shall be complete (other than any components to be incorporated at the Project Site), Ready-

to-Use, and in compliance with all provisions of the Technical Specifications and the other Contract Documents.

(2) Packing and Shipping -- The Contractor shall be responsible for packaging all shipments in accordance with the best commercial standards and practices to insure the integrity, safety and security of the Vehicles and Materials during transportation and handling.

(c) Shipping Release -- Prior to the shipment of each Vehicle, the Contractor shall secure a "Shipping Release" signed by the RTC's Inspector or other authorized representative at the Contractor's plant. The Shipping Release shall certify that the Vehicle is complete (other than components to be incorporated at the Project Site), Ready-to-Use, and complies with the Technical Specifications, the Contractor's approved Drawings and Samples, and other agreed upon conditions for shipment. The Shipping Release shall not, however, be construed or inferred to constitute any acceptance of such Vehicle by the RTC. Execution of the Shipping Release by the RTC will not be unreasonably withheld.

(d) Transportation Costs -- The Contractor acknowledges and agrees that all costs associated with the shipment and transport of the Vehicles, including delivery and unloading costs; insurance costs; import duties, fees, and taxes; sales taxes; port fees; license fees; and all other associated costs, are included in the Contract Price, and that the Contractor is not entitled to and will not seek any additional compensation in connection with any such costs.

SEC. 214 ARRIVAL AND REQUIRED CONDITIONS FOR VEHICLE DELIVERY

(a) Arrival Notice -- The Contractor shall give the RTC Project Director three (3) Days' notice prior to the arrival of Vehicles. Upon arrival at the Project Site, each completed Vehicle shall be examined jointly by representatives of the RTC and the Contractor. The RTC will then issue an "Arrival Notice" to the Contractor, for each Vehicle, which will acknowledge arrival of the Vehicle and furnish appropriate notation as to its apparent condition. The Arrival Notice will describe any missing parts or any damage that may have occurred during shipment and will also note or reference any components to be added at the Project Site. The Arrival Notice will be signed by both the RTC's representative and the Contractor's representative to attest to the stated condition of the Vehicle.

(b) Delivery Requirements -- To be considered "delivered", each Vehicle, subsequent to arrival and issuance of an Arrival Notice, must (after incorporation of any remaining components) be Ready-to-Use and fully in compliance with the Contract Documents, including having successfully completed performance and conformance tests at the Contractor's facilities

in accordance with the Testing Procedures and Protocols set forth in Appendix C. If the RTC agrees to allow Vehicles to be shipped to the Project Site or other property while such testing work remains to be done, the Vehicles shall not, unless otherwise agreed upon by the RTC, be considered to be "delivered" until the Contractor has satisfactorily completed all such testing work.

(c) Failure to Meet Conditions -- If Vehicles arrive at the Project Site but do not meet the standards required to be considered "delivered" under subsection (b), the RTC may assess liquidated damages under Section 225. In addition, the RTC may require such Vehicles to be removed from the Project Site or may, in its discretion, require the Contractor to pay daily storage costs for use of the Project Site.

(d) Motor Vehicle Title and Fees -- The Contractor shall present, with each Vehicle delivered to the RTC, a copy of Contractor's title documents, an invoice, certificate of origin, a VIN inspection certificate, and all other documents necessary for the transfer of title to the RTC. The Contractor warrants that the title to each Vehicle delivered to the RTC will be free, clear, unencumbered and fully marketable, and that Contractor will have the right to convey such title to the RTC. All documents or parts of documents which must be executed in order to transfer ownership and secure a Nevada Title for each Vehicle shall be fully and properly executed and submitted to the State of Nevada, Department of Motor Vehicles. All costs for title fees shall be borne by the Contractor. Title to each Vehicle shall be conveyed to the RTC, at the address set forth in Section 236, within sixty (60) Days after issuance of a Certificate of Acceptance under Section 215.

(e) Fire Suppression System and Extinguisher Certificates - The Contractor shall provide Nevada Fire Suppression System and Extinguisher certificates for each Vehicle at the time of delivery.

(f) Registration -- The RTC shall be responsible for obtaining the registration for each Vehicle.

SEC. 215 ACCEPTANCE OF VEHICLES

(a) Inspection and Testing -- Within thirty (30) Days after delivery to the RTC, each Vehicle shall (A) be given an inspection to determine if such Vehicle has been completed in full compliance with the Technical Specifications and other Contract Documents; and (B) be subjected to pre-revenue service Acceptance testing (as described in Appendix C) to determine if the Vehicle is in acceptable operating condition. The RTC and the Contractor will provide

personnel for participation in proof of design and Acceptance testing at the Project Site or other RTC facilities. All such Contractor personnel shall be qualified and properly licensed to operate the Vehicle.

(b) Acceptance or Rejection by RTC -- Within five (5) working days after the completion of pre-revenue service Acceptance testing of a Vehicle under subsection (a), the RTC will notify the Contractor, in writing, whether such Vehicle has or has not been accepted. If a Vehicle is not accepted, the RTC will include in its notice a written explanation of the reasons for the rejection, identifying the particular component, system, or operating characteristic or feature found unacceptable.

(c) Resubmittal of Vehicles --

(1) Correction of Defects -- Within seven (7) Days after receipt of a notice under subsection (b), the Contractor shall correct any defects identified, and shall resubmit the Vehicle to the RTC for Acceptance; provided that if the defect cannot be corrected within seven (7) Days, the Contractor shall explain in writing the reasons additional time is needed and commit to a date for resubmittal. At its option, the RTC may require the Contractor to remove the Vehicle from the Project Site or other RTC premises, or may charge the Contractor a daily storage fee for use of the Project Site, while repairs are being made or defects corrected until the Vehicle is accepted. While a Vehicle is under repair or correction and until Acceptance, the Contractor shall retain all risk of loss.

(2) RTC Review -- The RTC shall, within ten (10) Days from the date of resubmittal of a Vehicle, complete additional inspection and/or testing, and either accept, reject, or conditionally accept the resubmitted Vehicle. If a Vehicle is not accepted, the RTC will notify the Contractor and include a written explanation of the reasons for rejection, identifying the particular component, system, or operating characteristic or feature found unacceptable. The Contractor shall correct any continuing defects identified by the RTC within five (5) Days of notice by the RTC.

(d) Certificate of Acceptance -- Upon Acceptance of a Vehicle, the RTC shall execute a written "Certificate of Acceptance" accepting the Vehicle as in conformance with the Technical Specifications and other Contract Documents, releasing the Vehicle for revenue service. The date of Acceptance shall be the date of issuance of the Certificate of Acceptance by the RTC.

(e) Security of Vehicles -- The RTC shall make all reasonable efforts to assure the integrity, safety, and security of the Vehicles at the Project Site or other RTC facilities during the Acceptance testing process.

(f) Relation to Milestones and Critical Path Schedule --The time periods provided in this Section for inspections, testing, and other actions in the Vehicle acceptance process shall prevail over any differing periods set forth in the Milestone Schedule or the Critical Path Schedule.

SEC. 216 RISK OF LOSS

(a) Responsibility of Contractor -- Risk of loss or damage to any Vehicle, or to any part or portion thereof (including responsibility for insurance coverage), is assumed and shall be borne by the Contractor at its own expense until a Certificate of Acceptance has been issued for such Vehicle in accordance with Section 215(d) of this Agreement. The Contractor acknowledges that it shall bear all risk of loss or damage for each Vehicle, and any part or portion thereof, during the acceptance testing process. The Contractor shall assure that the Vehicles remain fully insured (including coverage of RTC personnel involved in acceptance testing) until Acceptance. The Contractor shall continue to perform the Work and carry out this Agreement, in accordance with its terms and the other Contract Documents, without additional cost to the RTC by reason of any such loss or damage.

(b) Transfer to RTC -- Risk of loss of each Vehicle shall pass to the RTC upon the RTC's issuance of a Certificate of Acceptance for such Vehicle in accordance with Section 215(d) of this Agreement.

SEC. 217 WARRANTIES

(a) General Warranty -- The Contractor warrants and guarantees that each Vehicle, subsystem, component, and replacement part is fully operational and free from defects and related defects in design, materials, workmanship and construction, and is designed in conformance with the Technical Specifications and other Contract Documents to provide the services and functions intended. As used in this Section, a "related defect" is a defect that arises directly or indirectly as a result of a separate defect in the Vehicle, as the case may be.

(b) Start of Warranty Period -- The warranties of this Section shall start to run, with each Vehicle, subsystem, and component, on the date of issuance of a Certificate of Acceptance by the RTC for that Vehicle under Section 215 of this Agreement.

(c) Standard Warranty for Complete Vehicle -- The Contractor warrants and guarantees the entire Vehicle to be free of any defects and related defects as set forth in Appendix F of this Agreement. During this warranty period, the Vehicle shall maintain its structural and functional integrity. This warranty is based on regular operation of the Vehicle under the operating conditions and physical environment that exists in the Washoe County, Nevada area.

(d) Applicability of Warranty -- The warranties specified in this Section shall not apply to any defect to the extent it occurs by reason of the following:

- (1) external causes such as road accidents, bumps, scratches, and similar events;
- (2) failure to inspect, service, and maintain (including preventative maintenance) the Vehicle in accordance with the Contractor's recommendations (including recommended daily checks and use of Contractor supplied spare parts);
- (3) any abuse or misuse by the RTC (or its employees, agents, or the RTC's Service Contractor);
- (4) alterations, repairs, or replacements carried out other than by the Contractor, its duly authorized service representative, or the Service Contractor;
- (5) normal wear and tear of Vehicle and components; or
- (6) vandalism.

For purposes of these limitations on warranty applicability, the RTC shall require its Service Contractor to document that its maintenance activities are carried out in conformance with the Contractor's maintenance manuals.

(g) Exclusions from Warranty -- The following are excluded from warranty coverage:

- (1) any accessories, equipment, or parts not manufactured, approved or supplied by the Contractor;
- (2) any unauthorized modification of the Vehicle or of the parts manufactured by the Contractor; and
- (3) scheduled maintenance items and normal "wear-out" items.

(h) Supplier Warranties -- In the event the Vehicles, or any other materials or equipment supplied under this Agreement (or any components of any of the foregoing) are covered by warranties of the manufacturer or supplier other than the Contractor, and such

warranties extend beyond the periods specified in this Section, then the RTC shall receive the benefit of such longer warranties. The Contractor shall furnish copies of such superior warranties to the RTC at the time of Vehicle delivery. If requested by the RTC, the Contractor shall assign any such superior warranty to the RTC; provided that notwithstanding any such assignment, the manufacturer and supplier warranties shall be managed and administered by the Contractor for the extended warranty period, and such assignment shall not relieve the Contractor of any of its obligations under this Agreement.

(i) Disclaimers Not Effective -- No disclaimer of liability, limitations on time of warranty, limitations on scope of warranty, or limitations on damages inconsistent with the warranties contained herein shall be effective for any purpose. No warranty contained herein or otherwise given shall be construed to limit any other remedy available to the RTC by law or to limit the time in which such other remedy may be sought.

(j) Warranties Non-Assignable -- The warranties provided in this Section shall not be assigned by the RTC to any third party or be enforced by any third party; provided that this limitation shall not be construed to affect the ability of the RTC's Service Contractor to administer the warranty provisions in this Section.

(k) Reservation of Other Rights -- The warranties specified in this Section are in addition to any remedies, warranties (express or implied), or guarantees imposed on the Contractor by statute, common law, or other provisions of law or contract.

(l) Damages -- The Contractor shall be liable for actual damages resulting from the breach of an express or implied warranty or other defect in the Work.

SEC. 218 WARRANTY REPAIRS AND DEFECTS

(a) Responsibility and Performance -- The Contractor shall be financially responsible for all warranty-covered repairs, and shall also be responsible for assuring that all warranty covered repairs are performed in a timely fashion in accordance with this Section. The Contractor may enter into an agreement with a local agent (other than the Service Contractor) for the actual performance of warranty repairs. If the Contractor enters into such an agreement, the references to the Contractor in this Section shall be deemed to be a reference to that local agent. Notwithstanding any such agreement, the Contractor shall retain full legal and financial responsibility for and proper performance of warranty-covered repairs.

(b) Detection of Defects -- If the RTC (or the Service Contractor) detects a defect or related defect within the warranty periods specified in Section 217, the RTC shall notify the

Contractor within ten (10) Days after the date the RTC becomes aware of the defect and or related defect. Within three (3) business days after the RTC notice, the Contractor shall conduct an inspection of the Vehicles as it deems necessary and shall provide notice to the RTC whether it agrees or disagrees that the defect is covered by a warranty. If the Contractor agrees, then within four (4) business days after the RTC notice, the Contractor shall meet with the RTC and present an action plan describing the repairs proposed and a schedule to conduct such repairs, and to discuss the defect or any related defect identified by the RTC.

(c) Warranty Repairs by Contractor --

(1) Agreement on Coverage -- If the Contractor agrees that the defect or any related defect identified in the RTC notification is covered by a warranty, the Contractor shall begin work to perform such repairs within five (5) business days after receiving notification of the defect (unless such repairs have already been commenced by the RTC under subsection (d)).

(2) Availability of Vehicle -- The RTC shall make the Vehicle available to facilitate the completion of repairs within the Contractor's repair schedule. The Contractor shall provide at its own expense, all necessary tools, parts, components, or subassemblies required for the repair. All repair work on the Vehicles shall be conducted by the Contractor during non-peak periods and the schedule for repairs shall be coordinated with the RTC's Service Contractor. The Contractor may determine, in its discretion, whether a component should be repaired or replaced.

(3) Completion of Repairs -- The Contractor shall complete all warranty repair work on a Vehicle within five (5) business days after the commencement of repairs on such Vehicle, or as otherwise agreed to by the RTC and the Contractor in the action plan.

(4) Extension of Warranty -- If any Vehicle is held out of service for a period greater than ten (10) Days awaiting warranty repair by the Contractor under this subsection due to lack of logistical support (parts, manuals, personnel, etc.) or inability to make the repair, then the warranty period for the entire Vehicle shall be extended by one (1) Day for each Day beyond the initial ten (10) Day period.

(5) Work Orders -- All warranty work performed by the Contractor under this Section shall be documented with work orders. Each work order shall provide the following information needed for the repair: explanation of the repairs performed; procedure used to effect the repair; list of parts needed for the repair; and list of Vehicles subject to the repair work. The list of Vehicles shall include the fleet vehicles number,

the VIN, license plate, and the date and mileage when the repair was performed. Such work orders shall be provided to the RTC upon the completion of the repair of a Vehicle.

(6) Use of Project Site -- The RTC may in its discretion require the Contractor to remove Vehicles from the Project Site or other RTC premises while repairs are being undertaken. If Vehicles are removed from the Project Site or other RTC premises, the Contractor shall diligently and promptly undertake repairs.

(d) Warranty Repairs by RTC --

(1) Disagreement on Coverage -- If the Contractor disagrees under subsection (b) that the defect identified is covered by a warranty, and the RTC believes that repairs must proceed, the RTC may immediately commence repairs, either directly or through the Service Contractor or other authorized representative. If the RTC undertakes repairs in accordance with the preceding sentence, it shall correct or repair the defect and any related defects using parts specified or approved by the Contractor that are specifically available for the repair.

(2) Parts Shipment -- If the RTC undertakes repairs in accordance with paragraph (1), it may request the Contractor to supply new components or parts necessary for warranty covered repairs being undertaken by the RTC or its authorized representative. These parts shall be shipped prepaid by the Contractor to the RTC within five (5) Days of the request of such parts. Parts supplied by the Contractor shall be OEM equivalent or superior to those used in the OEM. In case of expedited rush orders for parts placed by the RTC for a "bus down," the Contractor shall prepay the costs for expedited (air express) delivery or, where this is not practicable, shall provide for some other expedited form of delivery. The Contractor may request that parts covered by warranty be returned to the manufacturing plant, at its cost. Parts shall be returned in accordance with the Contractor's instructions.

(3) Failure Analysis -- At the request of the RTC, the Contractor shall provide a failure analysis of parts for components removed from Vehicles under the terms of the warranty. Such reports shall be delivered within sixty (60) Days of the receipt of failed parts or components.

(e) Reimbursement for RTC Repairs --

(1) Timing of Reimbursement -- The Contractor shall reimburse the RTC for any repairs performed by the RTC (or its Service Contractor) within thirty (30) Days of receipt of the claim or return of the returned part for review by the Contractor, as applicable. The RTC shall submit to the Contractor a warranty claim form for any repairs

undertaken by the RTC for reimbursement for the cost of repairs and/or the replacement of parts. The warranty included as Appendix F to this Agreement. If the Contractor fails to reimburse the RTC within the thirty (30) Day period, the outstanding amount shall accrue interest at the Prime Rate as quoted in the interest rates and bonds section of The Wall Street Journal on the last date reimbursement was due.

(2) Inclusion in Reimbursable Costs -- The costs for warranty repairs to be reimbursed by the Contractor shall include labor costs and towing (as more specifically described in paragraph (5) of this subsection) as well as any necessary parts. Reimbursement for any RTC supplied parts shall be calculated from the original equipment manufacturer (OEM) parts price list in effect at the time of the repair, plus fifteen percent (15%) handling costs.

(3) Labor Rates -- Labor costs incurred by the RTC and reimbursable by the Contractor for warranty repairs shall be determined by multiplying the number of man-hours actually required to correct the defect by the RTC's authorized representative's current top level, class "5M" mechanic's unburdened wage and benefit rate, plus fifty percent (50%) for overhead.

(4) OEM Repairs -- If repairs are required to components or major subsystems and are undertaken by an OEM authorized warranty facility, the RTC shall include such cost on the warranty claim form submitted to the Contractor.

(5) Towing Costs -- The cost of towing the Vehicle shall be reimbursed by the Contractor if (A) towing was necessary due to a disabling breakdown; (B) the breakdown was due to the failure of an item covered by warranty; and (C) the Vehicle was in the RTC's service area at the time of the breakdown.

(f) Safety Defects --

(1) Determination and Notification by RTC -- The determination of whether a defect constitutes a safety defect shall be made by the RTC, following consultation with the Contractor. If the RTC determines that a safety defect exists in any Vehicle purchased under this Agreement, the RTC will immediately notify the Contractor.

(2) Inspection and Repairs by Contractor -- Within five (5) Days after notification by the RTC of a safety defect, the Contractor shall inspect the entire Vehicle fleet to determine whether the safety defect exists in other Vehicles. Within seven (7) Days after notification by the RTC, the Contractor shall meet with the RTC and present an action plan to correct and repair the safety defect, and a proposed schedule to conduct the repairs. The action plan shall be subject to approval by the RTC. Repairs

to correct safety defects shall be commenced within three (3) Days after approval of the action plan by the RTC, and shall be completed on all Vehicles within seven (7) Days from the date of commencement of repairs.

(3) Scope of Repairs -- Whenever any change or repair is required to correct a defect that relates to safety in the Vehicle, structure, parts, subsystems, or components, the Contractor shall make this repair for all Vehicles, structure, parts, subsystems, or components where such defect exists, at the Contractor's sole expense. The work shall also include inspection and repairs to prevent the occurrence of the same defect in all Vehicles purchased under this Agreement.

(4) Applicability -- The requirements of this subsection shall extend for the useful life of the Vehicles.

(g) Fleet Defects --

(1) Notice of Fleet Defects -- The RTC shall promptly notify the Contractor whenever it determines that a Fleet Defect has occurred. The Contractor shall address and correct such Fleet Defect in accordance with the requirements of this subsection.

(2) Notice and Work Program -- Within seven (7) Days after notice of a Fleet Defect, the Contractor shall submit to the RTC a written work program and schedule for correcting the defect. The work program shall be reasonably designed to prevent the occurrence of the same defect in other Vehicles and parts purchased under this Agreement, and shall include, as applicable, redesign and/or replacement of defectively designed or manufactured parts, and inspection and repair of all Vehicles purchased under this Agreement. The work program and schedule shall be subject to approval by the RTC. If the RTC determines the work program and schedule as submitted is unacceptable, the Contractor shall promptly submit a revised work program and schedule to address the RTC's concerns with the initial submittal. The Contractor shall commence work under the work program within five (5) Days of its approval by the RTC.

(3) Period for Repairs -- The Contractor shall make the repairs necessary to correct Fleet Defects on all Vehicles, at its sole expense, without regard to whether such repairs require work beyond the warranty period plus one (1) year.

(4) Applicability -- The requirements of this subsection shall extend for the useful life of the Vehicles.

(h) Warranty After Replacement or Repair -- If any component, system, subsystem, or part is repaired, rebuilt, or replaced by the Contractor, or by the RTC with the concurrence of the Contractor, such component, system, subsystem, or part shall be warranted for the full

original warranty period. This warranty shall commence on the date the repaired, rebuilt or replaced component, system, subsystem or part is accepted by the RTC, on a Vehicle-by-Vehicle basis.

(i) Disputes -- Any disputes regarding the warranty provisions of this Section (including whether specific repairs are covered by warranty and the reimbursable cost of repairs) shall be subject to the dispute resolution procedures set forth in Section 226 of this Agreement; provided that the Contractor shall comply with its obligations for warranty repairs, in accordance with the direction of the RTC, notwithstanding the pendency of any dispute.

(j) Damages and Costs -- In the event of any action by the RTC to recover damages for breach of warranty, the Contractor agrees to pay the RTC for such damages and the costs associated with such action, including reasonable attorneys' fees. In the event the RTC determines it is necessary to rent or lease vehicles while warranty repairs are conducted, the costs of such rentals or leases shall be borne by the Contractor.

SEC. 219 INDEMNIFICATION

(a) Scope of Indemnity -- The Contractor agrees to protect, defend, indemnify and hold the RTC, its officers, board members, employees, and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, title and professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the performance or implementation of this Agreement by the Contractor or any Subcontractor, or any other person for whom the Contractor is legally or contractually responsible, whether or not it is alleged or determined that the action on which the claim is based was caused by the negligence of the Contractor or any Subcontractors, or any other person for whom the Contractor is legally or contractually responsible, or their agents or employees. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to bear all costs and expenses of investigating, defending, or otherwise handling all claims described in this subsection, without regard to the merits or final disposition of such claims. For purposes of

this subsection, the term "Subcontractor" does not include the RTC's fixed route or paratransit Service Contractor.

(b) Handling of Claims -- The RTC agrees that it will notify the Contractor in writing within ten (10) Days of receipt or notice of any claim described in subsection (a); provided that failure of the RTC to so notify the Contractor shall not relieve the Contractor of any of its obligations under this Section. The Contractor shall have the right to assume the defense of all claims that might be threatened or instituted, and agrees that it will assume all responsibility for the investigation, handling, and defense of such claims unless the RTC notifies the Contractor that it elects to be represented by counsel of its own selection in connection with any such claim. The RTC shall provide such assistance (except financial) for the defense of any claim as is reasonably requested by the Contractor. The RTC shall not make any admission of liability with respect to a claim or seek to settle or compromise a claim without the prior written consent of the Contractor. The Contractor agrees to inform the RTC as to all correspondence and proceedings in respect of any claim as to which indemnity is sought and to consult with the RTC with respect to all matters relating to any claim.

(c) Patent Infringement -- The Contractor shall advise the RTC of any anticipated, known or pending patent infringement action or other proceeding and shall provide all information available relating to the action. The Contractor shall defend any suit or proceeding brought against the RTC based on a claim that any Vehicle, equipment, materials, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent; and the Contractor shall pay all damages and costs awarded therein, including incidental and consequential damages, against the RTC. In case such Vehicle, equipment, or materials, or any part thereof, is held in such suit to constitute infringement and its use is enjoined, the Contractor shall, at its own expense and at its option, either procure for the RTC the right to continue using such Vehicle, equipment, materials or parts, or replace the same with non-infringing equipment, or modify it so it becomes non-infringing.

(d) Service Contractor -- The RTC acknowledges that the Service Contractor operating and maintaining the Vehicles has its own specific indemnification and insurance obligations to the RTC under its Operations and Maintenance Agreement. The Contractor's indemnification obligations under this Section do not extend to or cover any negligent or willful actions of such Service Contractor or otherwise create any agreement or obligation to indemnify, the Service Contractor.

(e) Disclaimer of Liability -- The RTC will not hold harmless or indemnify the Contractor for any liability whatsoever. This subsection does not preclude the Contractor from

pursuing resolution of a dispute with the RTC arising under this Agreement in accordance with Section 226.

SEC. 220 INSURANCE

(a) Obligations of the Contractor -- The Contractor shall procure, and maintain in until the completion of all Work and services under this Agreement the insurance coverages in the amount prescribed in this Section. All insurance required hereunder shall be procured from insurance or indemnity companies authorized or approved to do business in the State of Nevada with an A-, Class VI or better rating level, unless otherwise approved in writing by the RTC. The Contractor shall furnish the RTC, within fifteen (15) Days after this Agreement is executed by the RTC and the Contractor, certificate of insurance evidencing that the required insurance has been obtained.

(b) Types of Insurance Required -- The Contractor shall procure and maintain at its own cost and expense the following types of insurance:

- (1) Worker's Compensation and Employers' Liability -- A policy (or approved self-insurance plan) complying with all statutes applicable to work performed in the United States in connection with this Agreement, including those of Nevada, and any other State or Federal jurisdiction. Employers' liability coverage shall be at least \$1 million per occurrence.
- (2) Commercial General Liability Insurance -- Commercial General Liability coverage written on Insurance Services Office (ISO) "occurrence" form CG 00 01 04/13 or an equivalent form. Coverage shall include, but not be limited to, liability coverage arising from premises, operations, independent contractors, products/completed operations, personal and advertising, injury contractual liability and broad form property damage. The coverage under such policy shall provide at least the following limits:
 - (A) Bodily Injury or Property Damage Liability -- \$2 million minimum limit or the limit of liability customarily carried by the Contractor, whichever is greater, combined single limit per occurrence for bodily injury, personal injury and property damage.
 - (B) General Aggregate -- \$2 million minimum limit or the limit of liability customarily carried by the Contractor, whichever is greater.
 - (C) Products/Completed Operations Aggregate -- \$2 million minimum limit or the limit of liability customarily carried by the Contractor,

whichever is greater. Coverage is to be maintained for a minimum period of five (5) years after the acceptance of the last Vehicle under this Agreement.

- (3) Automobile Liability Insurance – Business Automobile coverage written on Insurance Services Office (ISO) coverage form CA 00 01 04/13 or an equivalent form providing coverage for the use of all owned, non-owned, hired, leased, or rented vehicles used in connection with this Agreement is required. The coverage under such policy shall provide at least the following limits:

- (A) Bodily Injury and Property Damage - \$2 million minimum limit or the limit of liability customarily carried by the Contractor, whichever is greater, combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.

(c) Endorsement -- The insurance coverages required under subsection (b) (other than worker's compensation and employer's liability) shall contain an endorsement naming the RTC and its officers, employees and agents as additional insureds, without exclusions. The additional insured status under General Liability is required for both premises and ongoing operations, as well as products and completed operations of the Contractor. The endorsement shall contain a provision that the RTC shall be notified by the insurer(s), in writing, thirty (30) Days prior to any cancellation. The Contractor shall notify the RTC in writing thirty (30) Days prior to any non-renewal or cancellation of any of the required insurance policies or of any material change to the required insurance policies adversely affecting the interests of the RTC. The Contractor shall provide to the RTC, on an annual basis, certificates of insurance and policy endorsements evidencing that the RTC is an additional insured without exclusions under the policies and coverages required by this Section.

(d) Contractor's Failure to Procure -- The Contractor's failure to procure or maintain the insurance required by this Section shall constitute a material breach of contract. In the event of such a breach, the RTC may exercise all available rights and remedies hereunder, including the right to immediately suspend or terminate this Agreement, or, at its discretion, to procure or renew such insurance to protect the RTC and pay the premiums in connection therewith, and withhold or recover from the Contractor all monies so paid.

(e) Deductibles -- The Contractor shall be solely responsible for all deductibles and self-assured retentions relating to all insurance required under this Section.

(f) Waiver of Subrogation – The Contractor hereby waives all rights of recovery under subrogation because of deductibility clauses, inadequacy of limits of any policy, limitations or exclusions of coverage, or any other reason against the RTC and its officers, employees, and agents. The Contractor’s workers compensation policy shall include an endorsement waiving the insurance company’s right of subrogation against the RTC and its officers, employees, and agents.

(g) Primary and Non-Contributing – The insurance coverage required under this Section shall be primary insurance for claims covered, and any other insurance maintained by any additional insured or its officers, employees, or agents shall not contribute.

(h) Delivery of Policies -- The RTC may, in its discretion, require the Contractor to provide actual copies of the policy of any insurance that is required under this Section. The Contractor shall supply any policy required by the RTC within ten (10) Days after the RTC’s request, unless the Contractor demonstrates that actual copies of such policy are unavailable.

SEC. 221 TRAINING AND MANUALS

(a) Obligation of the Contractor -- The Contractor shall provide a Training Program for personnel of the RTC (and/or the Service Contractor) to insure proper operation, servicing, and maintenance of the Vehicles. This program shall be in accordance with this Section and shall include --

- (1) General Orientation (1 hr.)
 - A. Orientation of Features and Accessory operations
- (2) CNG Training (2 hrs.)
 - A. General Maintenance
 - B. Diagnostics and Repairs
- (3) Wheel Chair Lift Maintenance and Repair Training (2 hrs.)
- (4) Air Conditioning Maintenance Training (2 hrs.)
 - A. Preventative Maintenance
 - B. Hoses and Wiring Inspection
 - C. Proper System Charging
- (5) Wheelchair Securement System (instruction CD included in the delivery packet of the bus and onsite training offered (1 hrs.)
 - A. Orientation of System
 - B. Securing the Wheelchair
 - C. Securing the Passenger

- D. De-Boarding the Passenger
 - E. Occupant Securements
 - 1. Combination Lap and Shoulder Belt Type A-1
 - 2. Combination Lap and Shoulder Belt Type A-2
 - 3. Combination Lap and Shoulder Belt Type A-3
 - F. Preventative Maintenance Checklist
- (6) Factory Online Training: (Continuous)
- A. Electrical
 - B. Engine Performance
 - C. Engine Repair
 - D. Steering & Suspension
 - E. Brakes
 - F. Climate Control

(b) Elements of Training Program -- The Contractor shall submit to the RTC, within thirty (30) days after the NTP, a Training Plan describing the training and instruction the Contractor will provide under this Section. The Training Program shall include: (1) a specific description of the course content for the training and instruction to be provided in each category of training listed in subsection (a); and (2) recommendations for class sizes, training models, and other elements of the training. The Training Program shall also identify the specific training that will be provided at the RTC's facility and any training that will be offered at the Contractor's facilities.

(c) Scope of Training -- Instruction provided by the Contractor shall include manufacturers' recommendations for test frequency, limits, and methods, including instructions required, where applicable. Instruction shall cover all major components and subsystems. When methods of access, removal, dismantling, or application are not self-evident, the instruction shall cover these matters. At the conclusion of the classroom instruction, the Contractor shall furnish to the RTC two (2) complete sets of lesson plans, compact discs (CDs) or DVDs, classroom notes, films, slides, tapes, and related materials used in presenting the course.

(d) Manuals and Materials --

(1) General Requirements -- The Contractor shall transmit or ship to the RTC, in accordance with the Critical Path Schedule and at least thirty (30) Days prior to the arrival of the first Vehicle under this Agreement, not less than ten (10) operator manuals, not less than five (5) maintenance manuals, not less than five (5) parts

manuals, and any other technical support manuals and materials required by the Technical Specifications. These manuals and other technical support materials shall be used in training under this Section as well as for ongoing operation and maintenance of the Vehicles.

(2) Operator Manuals -- The operator manuals shall be written in English, on 8½ x 11-inch paper; shall describe in detail the operating features and characteristics of the Vehicles; and provide sufficient information to assure safe and effective operation of the Vehicles.

(3) Maintenance Manuals -- The maintenance manuals shall be written in English and shall provide details of the Contractor's maintenance program and information regarding the recommended procedures and standards for maintenance and repair of the Vehicle, including all scheduled and preventative maintenance requirements and recommendations and estimated hours of maintenance required.

(4) Compact Disc -- The Contractor shall provide the RTC a compact disc (CD) of each manual and any other technical materials provided under this paragraph, as well as electronic updates to such manuals and materials as such updates are made.

SEC. 222 PARTS AVAILABILITY GUARANTEES

(a) Obligations of Contractor -- The Contractor shall provide the spare parts, software, and all equipment necessary to maintain and repair the Vehicles purchased under this Agreement for the useful life of the Vehicles, which is seven (7) years. Parts shall be interchangeable with the original equipment and be manufactured in accordance with the quality assurance provisions of this Agreement.

(b) Delivery Requirements --

(1) General Requirement -- The Contractor shall maintain, for the useful life of the Vehicles, the capability of delivering spare parts to the RTC within five (5) working Days after placement of an order. The Contractor shall maintain a spare parts outlet or contract with a customs broker to expedite the customs clearance of any parts.

(2) Coach Down Requirement -- In "coach-down" situations, availability of normal wear items such as filters, v-belts, hydraulic lines, and hoses shall not exceed twenty-four (24) hours for items available from United States suppliers and forty-eight (48) hours for items available from foreign suppliers.

(c) Survival of Obligation -- The Contractor's parts availability obligations under this Section shall survive the discharge of other obligations under this Agreement, and the RTC may use any available remedy to enforce such obligations.

(d) Out of Stock Items -- If the Contractor is out of stock on any major component replacement part ordered by the RTC, the Contractor will be responsible for all freight and premium charges associated with special ordering the item to meet the maximum delivery time specified. If delivery of the item will exceed the maximum guaranteed delivery time specified, the RTC must be notified for approval at the time of order placement. If the RTC requests delivery of times in less than the maximum allowable time, the RTC will be responsible for all freight and premium charges associated with special ordering the items.

SEC. 223 ACCESS TO RECORDS

(a) General -- The Contractor agrees to maintain all records relating to the performance of the Work for the period specified in subsection (b), and further agrees that the RTC, the Secretary of Transportation, and the Comptroller General of the United States (or any of their authorized representatives) shall have access, at any reasonable time, to inspect the records and documents of the Contractor and its Subcontractors and suppliers, relating to any labor, materials, payrolls, plant, and equipment relating to the performance of this Agreement.

(b) Duration -- Access to records in accordance with this Section shall be given or obtained both during the performance of the Work and for the later of: (1) the three (3) year period beginning on the date of Acceptance for the last Vehicle under Section 215 of this Agreement; or (2) the final resolution of any litigation or claims arising out of this Agreement.

SEC. 224 LIQUIDATED DAMAGES

(a) Late Performance -- The Parties mutually understand and agree that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to complete the Work within the time specified in the contract schedule in Section 205 of this Agreement, or to meet its other time obligations under this Agreement (except for any extensions of time as provided in Section 211 or 212 of this Agreement), the RTC will be damaged thereby.

(b) Amount of Liquidated Damages -- The Contractor agrees to pay the following liquidated damages:

(1) For delay in the delivery of all Vehicles, in the amount of five hundred dollars (\$100) per Vehicle for each Day of delay, based on the delivery date for all Vehicles specified in Section 205(d) of this Agreement.

(2) For failure by the Contractor to commence repairs, or to correct a defect, in the time periods required by Section 218, in the amount of five hundred dollars (\$100) per Vehicle per Day for each Day the Contractor is late in commencing the repairs or in correcting the defect, whichever applies.

(3) For failure by the Contractor to provide parts in accordance with Section 222, in the amount of five hundred dollars (\$100) per part per Day of delay in the supply of parts.

(c) Acknowledgement by Contractor and Payment -- The Contractor agrees that (1) actual damages that would be incurred as a result of the action or inaction of the Contractor covered by this Section would be uncertain and difficult to ascertain; (2) the amounts of liquidated damages stated are reasonable in light of the anticipated or actual harm caused, the difficulties of proof of loss and the inconvenience or infeasibility of otherwise obtaining an adequate remedy; and (3) such amounts are in the nature of liquidated damages and do not constitute a penalty. The Parties have established these amounts in order to fix the Contractor's potential costs and to avoid disputes regarding the amount of damages owed as a result of the Contractor's action or inaction. These amounts may be deducted from any monies due, or which may thereafter become due, to the Contractor under this Agreement or any other contract, or may be separately recovered by the RTC. If the monies due the Contractor are insufficient or no monies are due to the Contractor, the Contractor shall pay the RTC the difference or the entire amount, as the case may be, within twenty (20) Days after receipt of a written demand by the RTC.

(d) Coverage of Payments -- If the RTC assesses and collects liquidated damages from the Contractor for a failure to fulfill a specific obligation under this Agreement covered by this Section, the RTC will not seek to recover damages from the Contractor for the same failure.

(e) Reservation of Rights – Except as provided in subsection (d), the imposition of liquidated damages under this Section shall not affect the rights of the RTC to terminate this Agreement in accordance with the termination provisions of this Agreement or to seek recovery from the Contractor for losses or damages suffered by the RTC that are not related to violations of the obligations that are the basis for liquidated damages under this Agreement.

(f) Limitations -- Liquidated damages shall be limited to a maximum of ten percent (10%) of the total Contract Price.

(g) Force Majeure -- The Contractor may be excused from liquidated damages and may be entitled to a reasonable extension of time from the RTC for delay directly caused by a Force Majeure event, if the RTC determines that the Contractor has met the conditions set forth in Section 212(a). Any delay other than one caused by a Force Majeure event, or by a Change Order initiated by the RTC which authorizes an extension of time, shall constitute a breach of contract, and the RTC may recover liquidated damages for the breach.

SEC. 225 DISPUTES

(a) General Requirement -- Any dispute arising under or related to this Agreement which is not disposed of by agreement between the RTC and the Contractor shall be decided in accordance with the provisions of this Section, provided that by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process or to litigation.

(b) Notice of Dispute -- All disputes shall be initiated through a written dispute notice submitted by either party to the other party within ten (10) Days after the date the dispute first arises. Within fifteen (15) Days after delivery of the dispute notice, the receiving party shall submit a written response to the other party. The dispute notice and written response shall include: (1) a statement of the party's position and a summary of the arguments supporting that position; (2) any evidence supporting the party's position; and (3) the name of the person who will represent that party and any other person who will participate in negotiations and/or dispute resolution.

(c) Negotiation -- Following a dispute notice and response under subsection (b), the Parties shall first attempt in good faith to promptly resolve the dispute by discussion and negotiation between persons who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. The Parties shall meet at a mutually acceptable time and place within fifteen (15) Days after delivery of the dispute response, and thereafter as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

(d) Second Level Review -- If the dispute is not resolved within forty (40) Days after delivery of the dispute notice, either party may submit the dispute (together with the dispute notice, the response, and any minutes from the subsection (c) process) to a two-person panel consisting of the RTC Executive Director and an individual in a comparable executive position

with the Contractor. These two individuals shall meet within twenty (20) Days after the date of the submittal and shall attempt to reach a fair and equitable resolution of the dispute. If the two-person panel resolves the dispute, they shall issue a written decision that shall be administratively final and conclusive.

(e) Mediation/Arbitration -- Any dispute which is not resolved by the Parties through the operation of the preceding provisions of this Section may be submitted by mutual agreement of the Parties 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 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.

(f) Litigation -- If a dispute is not resolved by the Parties through the operation of subsection (a) – (d) and is not submitted to arbitration by the Parties under subsection (e), either party may bring a civil action on the matter in dispute in a court in the State of Nevada of competent jurisdiction. Venue shall lie in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. The Parties shall engage in mediation of the dispute before either party may bring an action in court.

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

(h) Alternative Dispute Resolution -- If agreed to by both Parties, disputes may be resolved by a mutually agreed to alternative dispute resolution process which may include structured negotiations different from that specified in this Section, mediation, or fact finding.

SEC. 226 ASSIGNMENT; CHANGE IN OWNERSHIP OR CONTROL

(a) Assignment -- The Contractor may not assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without advance prior written notice to the RTC, and no such assignment or transfer shall have the effect of reducing or modifying the obligations owed to the RTC under this Agreement.

(b) Change in Ownership or Control -- The Contractor agrees that in the event of the sale of substantially all of the assets or stock of the Contractor, or in the event of a change in

control of the beneficial ownership of the Contractor, the Contractor will require, 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, including delivery of the Vehicles by the dates specified herein and in accordance with all requirements of the Contract Documents.

SEC. 227 SUBCONTRACTING

(a) Responsibility for Performance -- The Contractor shall be solely responsible for the performance of all Subcontractors and the fulfillment of all requirements of this Agreement and the other Contract Documents. The RTC has privity of contract with, and will recognize, only the Contractor.

(b) Required Provisions -- The Contractor shall assure that each of its Subcontractors performs its work under the subcontract in accordance with the applicable provisions of the Technical Specifications and other Contract Documents.

(c) Contractor's Duties -- The Contractor agrees that this Section does not operate to relieve the Contractor of any duty or liability under this Agreement, nor does it create any duty or liability on the part of the RTC to any Subcontractor. The Contractor shall have sole responsibility for promptly settling any disputes between Subcontractors and between the Contractor and any Subcontractor. Upon request of the RTC, the Contractor shall provide the RTC with information regarding the status of any disputes involving any of its Subcontractors.

(d) Payment to Subcontractors -- The Contractor shall pay its Subcontractors on a timely basis, for and on account of work performed by such Subcontractors, in accordance with the terms of the respective subcontracts and in accordance with applicable State and Federal law. Upon request of the RTC, the Contractor shall provide the RTC with information regarding the current status of payments to Subcontractors, including the reasons for any non-payment.

SEC. 228 GOVERNING LAW AND CONSENT TO JURISDICTION

(a) State Law -- This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada. The Contractor shall also comply with all applicable State laws and regulations and all applicable local ordinances.

(b) Federal Law -- The Contractor agrees to comply with the applicable Federal laws and regulations set forth in Appendix D to this Agreement.

(c) Contractor Affirmations and Responsibility -- The Contractor affirms that it has familiarized itself with the requirements of any and all applicable Federal, State, County, and

City laws, codes, rules, and regulations, including the conditions of any required licenses and permits, prior to entering into this Agreement. The Contractor shall be responsible for complying with any and all of such requirements at its sole cost and expense and without any increase in the price or timeframes specified in this Agreement due to such compliance, regardless of whether such compliance would require additional labor, equipment, and/or materials not expressly provided for in the Agreement or in the specified price.

(d) Jurisdiction -- The Contractor, by entering into the Agreement, consents and submits to the jurisdiction of the courts of the State of Nevada and of the United States, over any action at law, suit in equity, or other proceeding that may arise under or in connection with this Agreement or in the performance of the Contractor's obligations hereunder.

SEC. 229 **TERMINATION FOR CONVENIENCE**

(a) In General -- The performance of the Work under this Agreement may be terminated by the RTC in accordance with this Section in whole, or from time to time in part, whenever the RTC determines that such termination is in the best interest of the RTC. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination, provided not less than thirty (30) Days prior to the termination date, specifying the extent to which performance of the Work under the Agreement is terminated and the date upon which such termination becomes effective.

(b) Actions Following Notice -- Upon receipt of a notice of termination, and except as otherwise directed by the RTC, the Contractor shall: (1) stop Work under the Agreement on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Agreement as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination; (4) assign to the RTC in the manner, at the times, and to the extent directed by the RTC Executive Director, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the RTC shall have the right, in its discretion, to directly settle or pay any or all claims arising out of the termination of such orders and subcontracts in accordance with the provisions in 48 CFR Part 49; (5) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the RTC, to the extent the RTC may require, which approval or ratification shall be final for purposes of this Section; (6) transfer title to the RTC and deliver in the manner, at the times, and to the extent directed by the RTC, the fabricated or unfabricated

parts, Work in process or completed Work, supplies, and other materials produced as a part of, or acquired in connection with the performance of the Work terminated, and the completed or partially completed plans, information, and other property which, if the Agreement had been completed, would have been required to be furnished to the RTC; (7) complete any such part of the Work that has not been terminated by the notice of termination; (8) use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the RTC, any property of the types referred to above; provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the RTC, and provided further that the proceeds of any such transfer or disposition shall be applied in the reduction of any payments to be made by the RTC to the Contractor under this Agreement or shall otherwise be credited to the price or cost of the Work covered by such contract or paid in such other manner as the RTC may direct; and (9) take such action as may be necessary, or as the RTC may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Contractor and in which the RTC has or may acquire an interest.

(c) Applicability of FAR Principles -- Settlement of claims by the Contractor, obligations of the RTC with respect to the settlement of terminated subcontracts, and recoveries by the RTC under this Section shall be in accordance with the provisions set forth in 48 C.F.R. Part 49, as amended.

SEC. 230 TERMINATION BY MUTUAL AGREEMENT

This Agreement may be terminated by mutual agreement of the Parties. Such termination shall be effective in accordance with a written agreement by the Parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in Section 230 or Section 232, respectively.

SEC. 231 TERMINATION FOR DEFAULT

(a) In General -- The RTC may, subject to the provisions of subsection (b) of this Section, by thirty (30) Days advance written Notice of Termination for default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

- (1) If the Contractor fails to perform any of the provisions of this Agreement in accordance with its terms and the RTC is harmed (in its judgment) by such failure.

- (2) If the Contractor fails to make progress in the prosecution of the Work so as to endanger the performance of this Agreement in accordance with its terms.
- (3) If the Contractor fails to make delivery of the Vehicles within the time specified in this Agreement (including any extension thereof).

(b) Opportunity to Cure -- The Contractor will be given the opportunity to cure any default within a period of thirty (30) Days after notice of such default under subsection (a) (or such longer period as the RTC may authorize in writing); provided that if the Contractor cannot reasonably cure such default within such thirty (30) Day cure period, the Contractor shall, prior to the expiration of such period, notify the RTC in writing, setting forth a plan for curing such default and a schedule and time certain by which such cure will be achieved. Upon receipt of such a notice and consultation with the Contractor, the RTC may (1) authorize the Contractor to proceed with the cure in accordance with its proposed plan and schedule; (2) direct the Contractor to make modifications in its proposed plan and/or schedule; or (3) reject such plan and terminate the Agreement for default if the RTC determines, in its discretion, that the Contractor will not be able to cure such default.

(c) Re-procurement -- If this Agreement is terminated in whole or in part for default, the RTC may procure, upon such terms and in such manner as the RTC deems appropriate, vehicles, equipment or other Work similar (in terms of capacity and/or function) to that terminated. The Contractor shall be liable to the RTC for any excess costs for such similar procurement (the RTC undertaking all reasonable efforts to mitigate such excess costs), and shall continue the performance of this Agreement to the extent not terminated under this Section.

(d) Applicability of FAR Principles -- Except as otherwise provided, settlement of claims under this Section shall be in accordance with the provisions set forth in 48 C.F.R. Part 49, as amended.

(e) Conversion to Termination for Convenience -- If after notice of termination of this Agreement under this Section, it is determined for any reason that the Contractor was not in default under this Section or that the default was excusable under this Section, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience under Section 230, unless the Parties otherwise agree.

SEC. 232 WAIVER OF TERMS AND CONDITIONS

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

SEC. 233 SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the successors and assigns of the RTC and the Contractor.

SEC. 234 CONTRACT AMENDMENTS

This Agreement and the Appendices hereto may only be amended or modified by written agreement duly executed by the RTC and the Contractor.

SEC. 235 NOTICES UNDER AGREEMENT

(a) Written Notice -- All notices and communications required pursuant to the terms of this Agreement shall be in writing, unless an emergency situation dictates otherwise.

(b) Addresses -- Communications should be addressed as follows:

If to the RTC:

Bill Thomas, AICP
Executive Director
Regional Transportation Commission of Washoe County
1105 Terminal Way
Reno, NV 89502
Fax: (775) 348-3218
Email: bthomas@rtcwashoe.com

If to the Contractor:

Joe Machin
COO
RO Truck & Equipment LLC DBA RO Bus Sales
2701 Westwood Drive
Las Vegas, NV 89109
Fax 702-835-1434
Phone 702- 798-009- x 231

(c) Receipt of Notice -- Communications and notices in connection with the performance of this Agreement shall be considered received at the time actually received by the

addressee or designated agent. Any notices required by this Agreement shall be deemed received on: (1) the day of delivery if delivered by hand (including overnight courier service) or personal service during the receiving Party's regular business hours; (2) by facsimile with confirmation of transmission before or during the receiving Party's regular business hours; or (3) sent by United States mail, via certified mail return receipt requested to the addresses set forth above, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this Section. An original signed copy, via United States mail, shall follow fax transmissions. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

(d) Copy -- A copy of all notices and communications required by the terms of this Agreement shall be provided to the RTC's Project Director delivered in the manner specified in subsection (c).

(e) Required Notices -- In addition to notices required by the terms of this Agreement, notice is required for all matters involving possible termination actions, litigation, indemnification and disputes. Routine correspondence shall be directed to the Contractor's Project Manager and the RTC's Project Director.

SEC. 236 CONFLICT OF INTEREST

(a) In General -- An official, member, or employee of the RTC, who is authorized in such capacity and on behalf of the RTC to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or Work under this Agreement shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the RTC, who is authorized in such capacity and on behalf of the RTC to exercise any legislative, executive, supervisory, or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Agreement. No member, officer, or employee of the RTC shall, during his or her tenure and for one (1) year thereafter, have any interest in this Agreement or the proceeds hereof.

(b) Prohibited Interests -- Each Party represents that it is unaware of any financial or economic interest of any official, member or employee of the RTC relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, the RTC may immediately terminate this Agreement for default or convenience.

(c) Prohibited Commissions -- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty the RTC shall have the right to terminate this Agreement without liability or in its discretion to deduct from the Contract Price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

(d) Termination – In the event this Agreement is terminated as provided for in this Section, the RTC shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Agreement by the Contractor.

(e) Reservation of Rights -- The rights and remedies of the RTC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under any other provision of this Agreement.

SEC. 237 TAXES

The RTC is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 90-0036752. The Contractor shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to Work under this Agreement. The Contractor shall make any and all payroll deductions required by law. The Contractor agrees to indemnify and hold the RTC harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

SEC. 238 DISCRIMINATION

The Contractor acknowledges that the RTC has an obligation to ensure that public funds are not used to subsidize private discrimination. The Contractor recognizes that if the Contractor or its subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, the RTC may declare the Contractor in breach of this Agreement, terminate the Agreement, and designate the Contractor as non-responsible.

SEC. 239 PUBLIC RECORDS

The RTC is a public agency as defined by Nevada State law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the

RTC's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement and all supporting documents are deemed to be public records.

SEC. 240 CONFIDENTIALITY

(a) By Contractor -- All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Contractor is confidential and privileged. The Contractor shall not disclose this information, or allow it to be disclosed to any person or entity without the express prior written consent of the RTC. The Contractor shall have the right to use any such confidential information only for providing the services under this Agreement, unless the express prior, written consent to RTC is obtained. Upon request by the RTC, the Contractor shall promptly return to the RTC all confidential information supplied by the RTC, together with all copies and extracts.

(b) By RTC -- The RTC agrees to comply with the terms of any Confidentiality Agreement entered into by and between the RTC and the Contractor for this project.

(c) Exclusion -- The confidentiality requirements of this section shall not apply where: (1) the information is, at the time of disclosure by the RTC, in the public domain; (2) the information is known to the Contractor prior to obtaining it from the RTC; (3) the information is obtained by the Contractor from a third party who did not receive the information directly or indirectly from the RTC; or (4) the information is subpoenaed by court order of other legal process; provided that in such event, the Contractor shall promptly notify the RTC. The RTC, in its sole discretion, may seek to quash such demand.

(d) Survival -- The obligations of confidentiality shall survive the termination of this Agreement.

SEC. 241 MARKETING RESTRICTIONS

The Contractor may not publish or sell any information from or about this Agreement without the prior written consent of the RTC. This restriction does not apply to the use of the RTC's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Contractor or its services.

SEC. 242 TAX CREDITS

In the event that the Contractor is entitled to Federal or State tax credits or refunds conditioned on the sale of CNG Vehicles to a public agency, the RTC and the Contractor agree that fifty percent (50%) of any such credits or refunds shall be owned by the RTC and fifty percent (50%) shall be owned by the Contractor.

SEC. 243 INTELLECTUAL PROPERTY

(a) Contractor Ownership -- The Contractor shall retain ownership of (1) any patents; (2) inventions, discoveries (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data; (3) copyrights, copyright registrations, mask works, mask work registrations, and applications therefor in the United States, and anywhere in the world, and all other rights corresponding thereto throughout the world; and (4) any other proprietary rights (collectively, the "Intellectual Property") in or to the technology associated with the Vehicles supplied to the RTC under this Agreement.

(b) License to RTC – The Contractor hereby grants to the RTC a royalty-free, paid-up, non-exclusive, non-transferable license to use the Intellectual Property for purposes of operations and maintenance of the Vehicles supplied under this Agreement and for related governmental purposes, including carrying out its obligations under its grant from FTA for the Project. The RTC agrees that it will not use the Intellectual Property for any commercial or manufacturing purpose.

(c) Use of Information -- The RTC may disclose information relating to or generated by the Intellectual Property as follows: (1) to the Service Contractor, but only to the extent necessary to allow such party to operate and/or maintain the Vehicles, and subject to such party's execution of a nondisclosure agreement and its agreement to comply with the provisions of this Section; (2) to the professional consultants with whom the RTC contracts to carry out activities under the Project, but only to the extent necessary to allow such parties to carry out their contractual obligations to the RTC and subject to such party's execution of a nondisclosure agreement and its agreement to comply with the provisions of this Section; and (3) to the FTA, to the extent necessary to carry out the FTA grant agreement and the Project. The RTC further agrees that it will not allow any third party to reverse engineer the Vehicle.

(d) Warranty – The Contractor warrants that it is the owner of the Intellectual Property, that it has the right to convey and grant the license described in subsection (b), and

that the RTC's use thereof as contemplated in this Section, will not infringe upon any third party's proprietary rights. The Contractor further agrees to defend and indemnify the RTC against all costs and damages arising from claims by a third party that the RTC's use of the Intellectual Property infringes upon or violates such party's rights.

SEC. 244 ENTIRE AGREEMENT

This Agreement constitutes and contains the entire understanding of the Parties with respect to the subject matter hereof, and supercedes all prior agreements, understandings, statements, representations, and negotiations between the Parties with respect to such subject matter.

ARTICLE III -- PAYMENT TERMS AND CONDITIONS

SEC. 301 CONTRACT PAY ITEMS AND PRICES

- (a) Vehicle Price - The RTC shall pay the Contractor a total Contract Price not to exceed \$2,002,260.75 which is composed of the following pay item at the following price:

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Vehicles	Fifteen (15)	\$133,484.05	\$2,002,260.75
CONTRACT PRICE		Total:	\$2,002,260.75

- (b) Full Compensation – Payment for the pay items listed in this Section shall constitute full compensation to complete the Work in conformity with this Agreement and shall constitute full compensation for all transportation costs (including delivery and unloading costs, insurance costs, import duties, taxes, and fees), sales taxes, title fees, insurance and indemnification obligations, and other associated costs incurred or assumed by the Contractor in providing the Vehicles, and otherwise carrying out the Work in accordance with this Agreement and the other Contract Documents. In addition, the payment of the Contract Price includes the operations and maintenance manuals and the training the Contractor is obligated to provide under Section 221 hereof.

- (c) No Additional Compensation – The Contractor shall not be entitled to any additional compensation for restoring loss or repairing damage arising during the completion of the Work, for correcting deficiencies or defects in the Work, for the consequences of unforeseen

events, or for the cost of warranty repairs, except as otherwise specifically provided in a Change Order issued by the RTC.

SEC. 302 PAYMENTS

(a) Schedule -- The RTC shall make payments to the Contractor for the Vehicles identified in Section 301(a) in accordance with the following schedule: (1) fifty percent (50%) of the Contract Price will be paid upon delivery of all Vehicles; and (2) a final payment of the remaining fifty percent (50%) of the Contract Price will be paid upon Acceptance of all Vehicles.

(c) Audits --

(1) Authority to Audit -- The RTC (or its authorized representative) may perform audits so as not to interfere with timely processing of payment applications and invoices. If an audit indicates the Contractor has been overpaid, that overpayment will be credited against the next Payment due, or remitted in full by the Contractor.

(2) Change Orders -- Payment for work under Change Orders negotiated on a cost reimbursable basis shall be subject to RTC review and audit of the Contractor's records supporting the invoice.

(3) Maintenance of Records -- The Contractor shall maintain all records relating to performance of the Work, and shall make those records available for audit, inspection, and copying, in accordance with Section 224 of this Agreement.

(d) Deductions from Payments -- In addition to the deductions provided for under subsection (b), the RTC shall deduct from each Payment the following:

- (1) any liquidated damages which have accrued as of the date of the application for payment, subject to the overall limitation on liquidated damages set forth in Section 225(f);
- (2) any sums expended by the RTC in performing any of the Contractor's obligations under this Agreement which the Contractor has failed to perform; and
- (3) any other sums which the RTC is entitled to recover from the Contractor under the terms of this Agreement.

The failure by the RTC to deduct any of these sums from a Payment shall not constitute a waiver of the RTC's right to deduct or otherwise collect such sums.

(e) Payments for Option Vehicles -- If the RTC exercises the option for additional Vehicles, the RTC and the Contractor will agree upon an appropriate payment schedule for those Vehicles.

SEC. 303 INVOICING

(a) Form and Content -- The Contractor shall submit invoices to the RTC in accordance with this Section. Invoices based on delivery of the Vehicles shall be submitted within ten (10) Days after delivery, and invoices based on Acceptance shall be submitted within fifteen (15) Days after Acceptance. Invoices shall be submitted electronically to accountspayable@rtcwashoe.com. A copy of the original invoice shall be provided by the Contractor to the RTC's Project Director.

(b) Payment -- Within thirty (30) Days after receipt of an invoice from the Contractor, that includes the required documentation, the RTC shall pay the invoiced amount to the Contractor, less the retainage described in Section 302(b) and any deductions under Section 302(d), and subject to any withholding in accordance with subsection (c) of this Section.

(c) Withholding -- If the RTC objects to the payment of an invoice (or any portion thereof) or questions the sufficiency of the vouchers or documentation submitted, the RTC may withhold payment of the portion of the invoiced amount to which it objects and pay the balance. The RTC shall promptly notify the Contractor of this withholding, and the reasons therefore, and provide the Contractor with an opportunity to correct or resolve the issue presented. Any payment that is determined, pursuant to the dispute resolution process under Section 226, to have been unreasonably withheld or denied by the RTC will bear an interest at the Prime Rate from the due date of payment.

(d) Spare Parts -- The Contractor shall provide the RTC with a list and price schedule of recommended spare parts. If the RTC acquires spare parts or other equipment from the Contractor, the RTC will make payments for such spare parts and/or equipment at the unit prices itemized in the price schedule provided to the RTC, unless the Parties agree to a different price. Such payment will be made within fifteen (15) days after the delivery and acceptance of spare parts and/or equipment and receipt of a proper invoice.

SEC. 304 FINAL PAYMENT

(a) Payment and Release -- In the invoice for final payment under Section 302, the Contractor shall include a written release from any and all claims arising from the Work under

and in connection with this Agreement. The release shall be accompanied by a certification by the Contractor that:

(1) any claims made by Subcontractors or other parties against the Contractor relating to the Work have either (A) been resolved; or (B) if not resolved (such as claims subject to pending litigation), remain fully covered by the Contractor's indemnification of the RTC under Section 219;

(2) it has no reason to believe that any party has a valid claim against the Contractor which has not been communicated in writing by the Contractor to the RTC as of the date of the certification; and

(3) all warranties and guarantees are in full force and effect. The release and certification shall survive final payment. Final payment made in accordance with this subsection will be conclusive and binding against both Parties to this Agreement on all questions relating to the amount of Work done and the compensation paid therefore, except as otherwise provided in subsection (b).

(b) No Estoppel --

(1) In General -- The RTC shall not be precluded or estopped by any final payment to the Contractor:

(A) from showing at any time (either before or after the final completion and acceptance of the Work and payment therefore) the true and correct amount and character of the Work done or materials furnished by the Contractor or any person under this Agreement; or

(B) from showing at any time that any such final application of payment is untrue and incorrect, or improperly made, or that the Work and equipment and materials (or any part thereof) do not, in fact, conform to the Contract Documents.

(2) Damages -- The RTC shall not be precluded or estopped, notwithstanding any final payment to the Contractor, from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply this Agreement or the other Contract Documents.

SEC. 305 COST OR PRICE ANALYSIS

(a) In General -- The RTC has conducted a cost or price analysis in accordance with Federal Transit Administration and/or Federal Acquisition Regulation principles in order to verify

that the prices proposed by the Contractor are fair and reasonable for the equipment and services to be provided under this Agreement. The cost or price analysis shall remain on file at the RTC for the three (3) year-period beginning on the date of expiration of this Agreement. If cost analysis is required, the Contractor agrees to provide cost and pricing information (including labor, materials, indirect costs, and profit) to the RTC and to otherwise cooperate fully with the RTC its performance of the cost analysis and in any future audit or review thereof.

(b) Additional Reviews and Audits -- The RTC may, during Vehicle production, and at such other times as it deems appropriate, conduct an additional cost review/audit for purposes of comparing the Contractor's estimates relating to direct materials, labor, and indirect costs to the actual cost incurred for those items.

SEC. 306 LACK OF FUNDS CLAUSE

The entering into and implementation of this Agreement by the RTC is subject to its receipt of funds adequate to carry out the provisions of this Agreement in full. The RTC Executive Director may cancel or reduce the Work if he or she determines that there will be a lack of adequate funding available for the Work. In such event, the Executive Director shall notify the Contractor in writing thirty (30) Days in advance of the date that such cancellation or reduction is to be effective. If the Executive Director cancels the Work under this Section, such cancellation shall be treated as a termination for convenience under Section 230 of this Agreement.

IN WITNESS WHEREOF, the RTC and the Contractor have executed this Agreement on December 20, 2021.

By: _____
Bill Thomas, AICP
Executive Director
Regional Transportation Commission
of Washoe County, Nevada

By: _____
Joe Machin, Chief Operation Officer
RO Truck & Equipment, LLC DBA RO Bus Sales
2701 Westwood Drive
Las Vegas, NV 89109



**APPENDIX A
PRICING SCHEDULE & TECHNICAL SPECIFICATION**

R O Bus Sales

2701 Westwood Drive
Las Vegas, NV 89109
Phone/Fax: 702-798-0029 702-798-0559

Date: 12/1/2021
Sales Mgr. Joe Machin
Sales Person Joe Machin
Stock #: TBD
Vin No. TBD
Invoice# TBD
P.O. # TBD

Sold to: Regional Transportation Commission of Washoe County
Address: 1105 Terminal Way, Suite #200
City/ST/Zip: Reno, NV 89502
Phone: (775) 332-2161
Delivered to: David Carr
Address:
City/ST/Zip:
Email:

Type	Year	Manufacturer	Model	Description	Total Amount
Bus	2023	Ford	E-450	12 Passenger ADA	92,240.25
					-
					-

2023 Ford E450 176 WB & 25' Body, CNG Conversion, 12 Passengers with 3 Wheelchair Positions, L Track Flooring, Driver Side Running Board, Electric Door with Kubota Key, 97K BTU A/C System w/ Roof Top Condenser, 65K BTU Heater, 1000lbs Braun Ability Lift, (3) Q'Straint QRT MAX System, Storage Compartment Over Driver, USB Charging Ports, AS Built Wiring Schematic, Pullout Battery Tray, Back-up Alarm, Back-up Camera, Roof Hatch, LED Brake Lights, Safety Kit Includes: First Aid, Belt Cutter, Triangles, ADA Decals. Arm Rest on Isle Side, Level 3 Fabric Upgrade on Seats, USR Freedman Seat Belts, Lights In Driver Stepwell, Interior Coat Hook, Power Remote Heated Mirrors, Adnik Power Seat Pedestal, Black Out Windows, Altro Flooring, 3/4" Marine Grade.

Additional Options: CNG Conversion, Kidde Fire Suppression System, Seon 6 Camera System, RTC Graphics & Installation, Brush Guards.

Sales Price:	\$	92,240.25	
Freight - subject to change		\$3,200.00	
Mobility Rebate		-\$1,000.00	<input type="checkbox"/> RO Limited Warranty (30 Days) (Check Box)
GPC Disc.		-\$3,100.00	
Additional Options		\$41,643.80	<input checked="" type="checkbox"/> Factory Certified Warranty (Check Box)
Subtotal		\$132,984.05	<input type="checkbox"/> As Is, No Warranty (Check Box)
Subtotal		\$132,984.05	
DMV Title		\$29.25	
Doc Fee		\$470.75	
Sales Tax 8.375%		EXEMPT	
Down Payment Each Bus			5% Deposit non-refundable
Balance Due		\$133,484.05	Make Check Payable to: R O Bus Sales

It is agreed and understood that no warranties of any kind or character, either expressed or implied are made by you of and concerning the vehicle to be delivered to me, other than the usual dealer's warranties if any. In the event of increase in price by manufacturer before delivery I agree to pay the difference in price. No other agreement, promise, or understanding of any kind pertaining to this purchase will be recognized except a conditional sale contract in writing executed by the undersigned buyer, as purchaser thereunder.

This order is not valid unless signed and accepted by dealer and approved by responsible Finance Company as to deferred balance.

This offer shall be void in event of war, strikes, conditions preventing delivery by the manufacturer or other conditions beyond the the control of the Company. At the option of the company, in event of the happening of any said events, the terms and conditions of

The undersign purchaser hereby offers to purchase from R O Bus Sales the vehicle(s) listed above under the terms specified. this sale shall be readjusted. I expressly ordered the accessories installed on this vehicle.

Regional Transportation Commission of Washoe County

DISCLAIMER OF WARRANTIES

The Seller, RO BUS SALES, Hereby Expressly Disclaims All Warranties, Either Expressed or Implied, Including Any Implied Warranty Merchantability of Fitness For A Particular Purpose, and RO BUS SALES Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In

Joe Machin
Sales Representative
Joe Machin
Sales Representative's Signature
12-1-2021
Date

David Carr
Purchaser Name
Purchaser's Signature
Date

THE SIGNER OF THE ABOVE AGREEMENT MUST BE AUTHORIZED TO SIGN ON BEHALF OF THE PURCHASING ENTITY AND OR INDIVIDUAL

**APPENDIX B
DELIVERY SCHEDULE**

Today's date 10/22/21	Expected Completion Date	TIME REMAINING		UNITS READY RTC Pre-Inspection	UNITS READY RTC FINAL INSPECTION	UNITS REMAINING - RTC
	9/30/2022	332	47	0	0	15
		DAYS	WEEKS			

NOTE: all dates are tentative

RTC WASHOE PRODUCTION SCHEDULE

Production Order	RTC Unit Number	RO Stock Number	On Line	CNG	Ship Date	Arrived at Reno	GRAPHICS	Cameras	PDI	RTC Pre-Inspection	RTC Final Inspection	Delivery to RTC Yard
1	TBD	21104597	5/9/2022	7/25/2022	7/26/2022	7/29/2022	7/30/2022	7/31/2022	8/1/2022	8/23/2022	8/26/2022	9/1/2022
2	TBD	21104598	5/9/2022	7/25/2022	7/26/2022	7/29/2022	7/30/2022	7/31/2022	8/1/2022	8/23/2022	8/26/2022	9/1/2022
3	TBD	21104599	5/9/2022	7/25/2022	7/26/2022	7/29/2022	7/30/2022	7/31/2022	8/1/2022	8/23/2022	8/26/2022	9/1/2022
4	TBD	21104600	5/9/2022	7/25/2022	7/26/2022	7/29/2022	7/30/2022	7/31/2022	8/1/2022	8/23/2022	8/26/2022	9/1/2022
5	TBD	21104601	5/9/2022	7/25/2022	7/26/2022	7/29/2022	7/30/2022	7/31/2022	8/1/2022	8/23/2022	8/26/2022	9/1/2022
6	TBD	21104602	5/16/2022	8/1/2022	8/2/2022	8/5/2022	8/6/2022	8/7/2022	8/8/2022	8/26/2022	8/29/2022	9/8/2022
7	TBD	21104603	5/16/2022	8/1/2022	8/2/2022	8/5/2022	8/6/2022	8/7/2022	8/8/2022	8/26/2022	8/29/2022	9/8/2022
8	TBD	21104604	5/16/2022	8/1/2022	8/2/2022	8/5/2022	8/6/2022	8/7/2022	8/8/2022	8/26/2022	8/29/2022	9/8/2022
9	TBD	21104605	5/16/2022	8/1/2022	8/2/2022	8/5/2022	8/6/2022	8/7/2022	8/8/2022	8/26/2022	8/29/2022	9/8/2022
10	TBD	21104606	5/16/2022	8/1/2022	8/2/2022	8/5/2022	8/6/2022	8/7/2022	8/8/2022	8/26/2022	8/29/2022	9/8/2022
11	TBD	21104607	5/23/2022	8/8/2022	8/9/2022	8/12/2022	8/13/2022	8/14/2022	8/15/2022	8/29/2022	9/1/2022	9/19/2022
12	TBD	21104608	5/23/2022	8/8/2022	8/9/2022	8/12/2022	8/13/2022	8/14/2022	8/15/2022	8/29/2022	9/1/2022	9/19/2022
13	TBD	21104609	5/23/2022	8/8/2022	8/9/2022	8/12/2022	8/13/2022	8/14/2022	8/15/2022	8/29/2022	9/1/2022	9/19/2022
14	TBD	21104610	5/23/2022	8/8/2022	8/9/2022	8/12/2022	8/13/2022	8/14/2022	8/15/2022	8/29/2022	9/1/2022	9/19/2022
15	TBD	21104611	5/23/2022	8/8/2022	8/9/2022	8/12/2022	8/13/2022	8/14/2022	8/15/2022	8/29/2022	9/1/2022	9/19/2022

**APPENDIX C
ALTOONA TESTING**

ALTOONA TESTING

Contractor assures that the Vehicles provided by RO Bus Sales have successfully met the FTA Altoona Testing requirement.

Sample

APPENDIX D
FTA REQUIRED CLAUSES

1 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to the Agreement. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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

The following access to records requirements apply to the Agreement:

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

4 - FEDERAL CHANGES

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

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

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

6 - CIVIL RIGHTS LAWS AND REGULATIONS

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

A. Nondiscrimination in Federal Public Transportation Programs:

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

B. Nondiscrimination—Title VI of the Civil Rights Act

1. Contractor shall prohibit discrimination on the basis of race, color, or national origin.
2. Contractor shall comply with (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.; (ii) U.S. Department of Transportation regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and (iii) Federal transit law, specifically 49 U.S.C. § 5332.
3. Contractor shall follow (i) the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance; (ii) U.S. Department of Justice "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR 50.3; and (iii) all other applicable Federal guidance that may be issued.

C. Equal Employment Opportunity

1. Federal Requirements and Guidance. Contractor shall prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and (i) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; (ii) facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to Federal assistance programs; (iii)

comply with Federal transit law, specifically 49 U.S.C. § 5332; (iv) comply with Federal Transit Administration Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;” and (v) follow other Federal guidance pertaining to equal employment opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.

2. Specifics. Contractor shall ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later executive order that amends or supersedes it, and as specified by U.S. Department of Labor regulations. Contractor shall take affirmative action that includes but is not limited to (i) recruitment advertising, recruitment, and employment; (ii) rates of pay and other forms of compensation; (iii) selection for training, including apprenticeship, and upgrading; and (iv) transfers, demotions, layoffs, and terminations. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer.”
3. Equal Employment Opportunity Requirements for Construction Activities. Contractor shall comply, when undertaking “construction” as recognized by the U.S. Department of Labor, with (i) U.S. Department of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Chapter 60; and (ii) Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later executive order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Nondiscrimination on the Basis of Sex:

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

E. Nondiscrimination on the Basis of Age:

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

F. Nondiscrimination on the Basis of Disability:

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. Contractor further agrees that it will comply with the requirements of U.S. Equal Employment

Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

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

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

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

Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

7 - INCORPORATION OF FTA TERMS

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

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

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

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

C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

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

A. Contractor shall comply and facilitate compliance with U.S. Department of Transportation regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget "Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a Federal Transit Administration official irrespective of the contract amount. As such, Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted award;
2. Suspended from participation in any federally assisted award;
3. Proposed for debarment from participation in any federally assisted award;
4. Declared ineligible to participate in any federally assisted award;
5. Voluntarily excluded from participation in any federally assisted award; or
6. Disqualified from participation in any federally assisted award.

B. Contractor certifies that it and/or its principals, affiliates, and subcontractors are not currently debarred or suspended. Contractor shall promptly inform the RTC of any change in the suspension or debarment status of Contractor or its principals, affiliates, and subcontractors during the term of the Agreement. Further, Contractor shall include a provision requiring compliance with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200 in its lower-tier covered transactions.

C. The certification in this clause is a material representation of fact relied upon by RTC. If it is later determined by the RTC that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the RTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

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

- A. The RTC has established a DBE Program pursuant to 49 C.F.R. Part 26. The requirements and procedures of RTC's DBE Program are hereby incorporated by reference into this Agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Failure by the Contractor to carry out RTC's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement and may be grounds for termination of this Agreement, or other such remedy as RTC deems appropriate, which may include, but is not limited to withholding monthly payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible. The Contractor shall ensure that compliance with RTC's DBE Program and the requirements of 49 C.F.R. Part 26 be included in any and all subcontracts entered into which arise out of or are related to this Agreement.
- B. For purposes of this Agreement, the RTC will accept only DBEs that are:
 - 1. Certified at the time of bid opening or proposal evaluation, by the RTC or the Unified Certification Program; or

2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received Federal Transit Administration approval; or
 3. Certified by another agency approved by the RTC.
- C. The Contractor must take necessary and reasonable steps to ensure that DBEs have a fair opportunity to participate in this Agreement. If the Contractor qualifies as a certified DBE in accordance with the requirements of 49 C.F.R. Part 26, Subpart D, or is joint venturing with a DBE certified in accordance with the cited regulations, a copy of the DBE certification(s) issued by a Unified Certification Program (UCP) in accordance with the cited regulations, and a description of the dollar value of the proposed work that it intends to perform with its own forces, together with a statement of the percentage interest in the Contract held by a joint venture DBE must be submitted. The Contractor must provide (1) written documentation of the Contractor's commitment to use identified DBEs; and (2) written confirmation from the DBE that it is participating in the Agreement.
- D. Contractor shall not terminate DBE subcontractors listed in the DBE Participation Schedule without RTC's prior written consent. The RTC will provide its written consent only if Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Agreement for any reason, Contractor shall make good-faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify The RTC in writing of its efforts to replace the original DBE. These good-faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was terminated, to the extent needed to meet the contract goal established for this procurement.
- E. The Contractor is require to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the RTC. In addition, if the Contractor holds retainage from its subcontractors, it shall return any retainage to those subcontractors within 30 days after the subcontractor's work related to the Agreement is satisfactory completed.

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

Contractor agrees to comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661, which state that Federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal Transit Administration-funded projects are produced in the United States, unless a waiver has been granted by the Federal Transit Administration or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate

requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 CFR 661.11. The Contractor shall be responsible for providing any required Buy America certifications under such regulations.

16 - PREVAILING WAGE AND ANTI-KICKBACK COMPLIANCE

- A. Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. § 3141-3144 and 3146-3148, as supplemented by U.S. Department of Labor regulations at 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week.
- B. Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by U.S. Department of Labor regulations at 29 CFR Part 3, "Contractors and Subcontractor on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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

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

18 - CARGO PREFERENCE [46 U.S.C. § 55305; 46 C.F.R. part 381]

If the Contractor uses Federal funds to purchase any capital items from foreign sources under the Agreement, the Contractor agrees:

- A. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately from dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside of the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in subsection A above to the RTC (through the Contractor in case

of a subcontractor bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project.

- C. To include these requirements in all subcontracts issued pursuant to the Agreement which may involve the transport of equipment, materials, or commodities by ocean vessel.

19 - FEDERAL MOTOR CARRIER SAFETY

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

20 - TRANSIT ASSET MANAGEMENT

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

21 - BUS TESTING [49 U.S.C. § 5318(e); 49 C.F.R. part 665]

Contractor agrees to comply with the Bus Testing requirements under 49 U.S.C. § 5318(e) and the Federal Transit Administration's implementing regulation at 49 CFR Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the RTC.

22 - FEDERAL MOTOR VEHICLE SAFETY STANDARDS

Contractor shall submit a manufacturer's Federal Motor Vehicle Safety Standards (FMVSS) self-certification that the buses being purchased by the RTC comply with relevant FMVSS regulations or a manufacturer's certified statement that the Contractor's buses will not be subject to FMVSS regulations.

23 - PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES [49 U.S.C. 5323(m); 49 C.F.R. part 663]

Contractor agrees to comply with 49 U.S.C. § 5323(m) and Federal Transit Administration's implementing regulation at 49 CFR Part 663. Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. Contractor agrees

to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR Part 663 and related Federal Transit Administration guidance.

24 - GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA

If the work or related activity directly or indirectly involves spatial data, or geographic information systems, Contractor shall follow U.S. Office of Management and Budget Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19, 2002, and U.S. Office of Management and Budget Circular A-16 Supplemental Guidance, "Geospatial Line of Business," November 10, 2010.

25 - CENTERS FOR DISEASE CONTROL AND PREVENTION MASK ORDER

Unless and until it is repealed, Contractor shall comply with the Centers for Disease Control and Prevention Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs, or any updated or superseding order ("CDC Mask Order"). The Contractor shall also require its subcontractors at all tiers to comply with the CDC Mask Order.

**APPENDIX E:
FTA CERTIFICATIONS**

LIST OF REQUIRED CERTIFICATIONS

- X** **Buy America**

- X** **Bus Testing Certification**

- X** **DBE Statement and Certification**

- X** **Certification Regarding Federal Motor Vehicle Safety Standard (FMVSS)**

- X** **Certification Regarding Lobbying**

- X** **Certification Regarding Debarment, Suspension, Other Ineligibility &
Voluntary Exclusion**

- X** **Affidavit of Non-Collusion**

BUY AMERICA CERTIFICATION

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with Buy America Requirements

The Contractor hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR part 661.

Date: _____

Signature: _____

Company Name: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Name _____

Title _____

BUS TESTING CERTIFICATION

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned Contractor/Manufacturer certifies that the vehicle complies or will comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 C.F.R. Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 C.F.R. Part

In addition, the undersigned understands that FTA may suspend or debar manufacturer under the procedures in 49 C.F.R. Part 29.

Date: _____

Signature: _____

Company Name: _____

Title: _____

DBE STATEMENT AND CERTIFICATION

As a condition of being authorized to participate in transit vehicle procurements in which Federal Transit Administration (FTA) funds are used, each transit vehicle manufacturer, including chassis manufacturers, and all subsequent manufacturers involved in the completion of transit vehicles must certify that it has submitted for the FTA Administrator's approval an annual percentage Disadvantaged Business Enterprise (DBE) goal in compliance with the requirements of 49 C.F.R. Part 26, Section 26.49(b) and (c).

The Federal Transit Administration, Office of Civil Rights, will act as a resource to verify the status of each manufacturer.

CERTIFICATION

Compliance with the requirements of 49 C.F.R. Part 26, Section 26.49(b) and (c) is hereby certified:

(Typed Name of Contractor)

(Typed Name of Firm)

(Typed Street Address)

(Signature of Contractor)

(Typed City, State & Zip Code)

(Telephone Number of Contractor)

(Date)

CERTIFICATION REGARDING FEDERAL MOTOR VEHICLE SAFETY STANDARDS

The Contractor certifies that it shall submit either: (1) manufacturer's FMVSS self-certification information that the Vehicle complies with relevant FMVSS standards or (2) manufacturer's certified statement that the contracted Vehicles will not be subject to FMVSS regulations.

Signature of Contractor's Authorized Official:

Name and Title of Contractor's Authorized Official:

Date: _____

Sample

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements 49 C.F.R.

Part 20 The undersigned Contractor certifies, to the best of his or her knowledge
and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty 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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

I, _____ certify to the best of my knowledge and belief, that the contractor/primary participant and principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public function (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not, within a three-year period preceding this bid, had one or more public transactions (federal, state, or local) terminated for cause or default.

[Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Bid.]

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

Contractor Name: _____

Signature: _____

Print: _____

Date: _____

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under penalty of perjury:

1. That I am the Bidder (if the Bidder is an individual, a partner in the Bid (if the Bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached Bid or Bids has been arrived at by the Bidder independently and have been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or service described in the Invitation for Bid, designed to limit independent Bids or competition;
3. That the contents of the Bid or Bids has not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Firm Name: _____

Signed: _____

Print: _____

Date: _____

APPENDIX F WARRANTY



Warranty Description and Procedures

We at RO Bus Sales are dedicated to ensuring your continued satisfaction with your new bus or van. There may come a time when repairs covered under warranty policy are needed. The following information is provided to help you understand how to utilize the warranty services and get you bus or van back on the road. It is our desire to serve you as quickly and effectively as possible. To initiate a warranty claim or request service please contact our Customer Service Department at 702-798-0029 Ext. 1-222 email at Parts@robussales.com

Description

Please see Turtle Top's Limited Commercial Warranty form attached.

The lift manufacturer warrants certain parts of this wheelchair lift for three (3) years or 10,000 cycles and the cost of labor to repair or replace those parts for one (1) year or 3,000 cycles. If The Braun Corporation receives the warranty registration card within 20 days after the lift is put into service, the warranty labor coverage will increase from one (1) year or 3,000 cycles to three (3) years or 10,000 cycles. RO Bus Sales will register the warranty for the customer 1 day after delivery was made to the customer. RO Bus Sales will repair any warranty work due to installation free of charge. Defective parts can be handled thru the lift manufacture or their authorized dealers. Damaged caused by neglect or misuse, such as lift rising into door and breaking off handle, or having the ramp ran over by an automobile is not covered under warranty. **We recommend that all hydraulic lifts are serviced and adjusted once every 6 months to prolong the life of the lift.**

The air conditioner unit is under warranty for 3 year or 36,000 miles. In the event that there is a problem you may call RO Bus Sales at 702- 798-0029 or call the Pro Air service center at 800-338-8544 and ask for the customer service department. There are ProAir service centers throughout the United States for your convenience.

Warranty Procedures

In the event that an item needs to be fixed or replaced call RO Bus Sales service department at 702- 798-0029 Ext. 1-222. Give a description of the problem and we will resolve the issue as soon as possible. An email can be sent to Parts@robussales.com

Our warranty process is as follows:

- 1 Call or email RO Bus Sales to inform us of the problem so we can help diagnose the quickest way to resolve the issue. (Determine if it is an OEM or Conversion issue)
- 2 RO Bus Sales will provide the closest approved repair facility for the type of repairs needed.



"EXCELLENCE IN MOTION"

- 3 RO Bus Sales must approve the needed repairs prior to work being performed and at its option, repair or replace the defective parts. Labor and parts will be covered by RO Bus Sales at a standard industry labor rate.
- 4 RO Bus Sales will provide payment to the approved vendor.
- 5 RO Bus Sales generally uses OEM service centers for vehicle malfunctions, and authorized certified lift installers for lift repairs.

Generally, these steps can be resolved very quickly. In some situations, RO Bus Sales can assist with third part warranty repairs by providing needed parts from our stock to reduce the delay of waiting on third part parts. (This is a courtesy and is not always available. Please check with Service manager)

Scope

The owner of the vehicle must keep vehicle and conversion components according to manufacture recommendations. In certain situations, RO Bus Sales may require the repair facility to return defective parts. RO Bus Sales reserves the right for a second shop opinion, or an inspection by a RO Bus Sales employee to complete a repair claim. This warranty can only be changed when done so in writing by an approved representative of RO Bus Sales. RO Bus Sales shall not be responsible or liable for indirect damages or loss of any kind, (ex. Time, loss of wages, or incidental damages) Towing, rentals or transportation are not covered unless approved in advance by Sunset Vans Inc officer. This warranty gives certain legal rights, which may vary state by state. Please contact RO Bus Sales for specific details.



Division of Independent Protection Co., Inc.
67819 State Road 15, New Paris, Indiana 46553
Phone: 800-296-2105

LIMITED COMMERCIAL WARRANTY

WHAT DOES THIS WARRANTY COVER?

Turtle Top Division of Independent Protection Company, Inc., (referred to hereafter as "company") warrants to the original retail purchaser (referred to hereafter as "you") that your Turtle Top unit shall, under normal use and service, be free of substantial defect in materials or workmanship which are attributable to us and which you report to us within the warranty period.

The warranty period with respect to the bus body components of your Turtle Top Vanterra, VT3, Odyssey, OdysseyXLand Terra Transit unit extends FIVE (5) years from the date when the unit is delivered to you or until the unit has been driven 100,000 miles, if sooner.

WHAT DOES THIS WARRANTY NOT COVER?

This warranty does not cover:

1. Defects in the aesthetics or physical appearance of the unit over time.
2. Deterioration due to normal use, wear and tear, and exposure to the elements.
3. Damages due to negligent use, misuse, abuse, accidents, acts of God or other contingencies beyond our control.
4. Defects in the products that have been repaired, altered or modified without our approval including added equipment.
5. Defects in the chassis and other parts and accessories not manufactured by us unless the defects result from our installation of such parts and accessories. We will not pay for or perform repairs made necessary by reason of failure to follow ordinary maintenance procedures.

HOW DO YOU GET WARRANTY SERVICE?

To obtain warranty service, you must report the problem to the selling distributor within the warranty period. Only our warranty manager at our factory has the authority to approve warranty service, so if you report to your selling distributor, the distributor will relay the report to our warranty manager using documented policy with the business agreement between company and selling distributor. You must make the unit available for examination at the distributor if requested. If our warranty manager approves warranty service, you must present the unit for service at the distributor or at any service facility designated by us or the distributor, and you must leave the unit for a sufficient time to effect service.

You must provide the following information when reporting any problem to your selling distributor:

1. Vehicle Unit Number
2. Vehicle Identification Number
3. Current Mileage

In the following cases listed below—these companies choose to work directly to handle warranty involving their product. In some cases these companies offer standard and extended warranty on their product that may be chose at time of order. To expedite the coverage process please contact the following manufacturers of equipment individually to attain what warranty applies to your product. In the event that you receive unsatisfactory service, please contact Turtle Top and we will assist in assuring coverage.

1. Air conditioning – (Trans-Air): 1-800-673-2446, (ACC Climate Control): 1-800-462-6322, (ACT): 1-877-228-4247
2. Lifts – (Braun Corporation): 1-800-THE-LIFT, (Ricon Corporation): 1-800-322-2884
3. Suspension – (Mor/Ryde RL): 1-574-293-1581
4. Lift Electronics/High Idle Control – (Intermotive Vehicle Controls): 1-800-969-6080 Ask for Tech Support

WHAT WILL WE DO TO CORRECT DEFECTS?

We will repair or replace, at our option, without charge for parts or labor, any defective part covered by this warranty.

WHAT WILL WE NOT DO?

We will not replace the unit or refund the purchase price. We will not provide or pay for transportation of the unit to or from the service facility designated. We will not pay for loss of time; loss of use; loss of revenues, salaries or commissions; towing charges; bus fares; car rentals; gasoline expense; telephone charges; inconvenience or other incidental damages. REPAIR OR REPLACEMENT OF DEFECTIVE PARTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. WE WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WRITTEN WARRANTY.

WHAT OTHER CONDITIONS OR LIMITATIONS AFFECT YOUR RIGHTS?

THIS WRITTEN WARRANTY IS MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. NO IMPLIED WARRANTY OF MERCHANTABILITY IS MADE.

This written warranty constitutes the entire agreement between you and company. We do not authorize any person to create for us any other obligation or liability in connection with your Turtle Top unit.

Any action against us based on this warranty (or any implied warranty asserted by you despite the foregoing disclaimer) must be commenced within one year after the accrual thereof and must be prosecuted in a state or federal court, which sits in Indiana. This warranty shall be construed and enforced in accordance with the laws of the State of Indiana.

WHAT DO YOU DO IF A SEPARATELY WARRANTED PART IS DEFECTIVE?

Our warranty does not cover defects in the chassis and other parts and accessories not manufactured by us unless the defects result from our installation of such parts and accessories. These items may be warranted by the manufacturers of them, and if a written warranty with respect to a particular item is available, a copy of that warranty has been included in your owner's packet. Refer to the applicable written warranty for an explanation of the procedure you should follow in order to obtain warranty service. We do not adopt the warranties of other manufacturers or assume any responsibility with respect to such warranties.

Revised 2019

APPENDIX G – INVOICE DETAIL

Contractor shall provide the following detail on each invoice.

INVOICE FORM

Regional Transportation Commission
ATTN: Accounts Payable
1105 Terminal Way, Suite 300
Reno, Nevada 89502
or accounts payable@rtcwashoe.com

Invoice Date: _____ Invoice Number: _____

Payment Number: _____

Description:

Invoice Amount: _____

Less Applicable Retention: _____

Total Due on This Invoice: _____

Original Contract Amount: _____

Change Orders: _____

Total Contract Amount: _____

Total Amount Invoiced to Date (including this invoice): _____

Balance Due on Total Contract Amount: _____



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 4.16

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

Approve the purchase of two (2) 2022 Ford Transit vehicles utilizing the State of Nevada Fleet Vehicles procurement contract number 99SWC-S1495 in the amount of \$126,754.

BACKGROUND AND DISCUSSION

At its June 18, 2021, meeting, the Board approved recommendations to award and fund the continued operation of Access to Healthcare Network (AHN) Non-Emergency Medical Transportation Program through the Federal Transit Administration (FTA) Section 5310 Program. The award included capital funding in the amount of \$127,256 from Federal Grant No. NV-2021-026-00 for the purchase of two 7-passenger/2-wheelchair accessible vans for its transportation program. The \$502 in remaining funds will be used for vehicle maintenance costs.

To meet federal procurement regulations, RTC requires that any 5310 program subrecipient vehicle be procured through RTC's procurement function utilizing the State of Nevada contract/list of approved vendors. The base price for the 2022 Ford Transit vehicle through RO Bus Sales is \$62,378.50.

FISCAL IMPACT

Funding for this purchase is included in the FY 2022 budget.

PREVIOUS BOARD ACTIONS:

June 18, 2021 Approved the Selection Committee's recommendations to award and fund each of the four 5310 project proposals received under the Enhanced Mobility of Seniors & Individuals with Disabilities, Federal Transit Administration's Section 5310 Program Funding.

ATTACHMENTS

A. RTC 22-08 Additional Terms and Conditions sample

**RTC 22-08
ADDITIONAL TERMS AND CONDITIONS
AND FEDERAL TRANSIT
ADMINISTRATION
ASSISTED REQUIRED CLAUSES AND CERTIFICATIONS.**

For the Purchase of: Purchase of Two (2) 2022 7 Passenger Vans

RTC Contract #: RTC 22-08

Reference: State of Nevada Master Service Agreement
No. 99SWC-S1495

RTC Purchase Order number: _____

Seller: RO Bus Sales

RTC is using the State of Nevada Master Service Agreement (MSA) Number #99SWC-S1495, RTC is procuring two (2) 2022 7 Passenger Vans. In accordance with the terms and conditions of the MSA and along with this document and its attachments thereto are part and parcel of the Purchase Order Agreement between RTC and RO Bus Sales. In addition, the State of Nevada Master Agreement and the Notice of Award to RO Bus Sales is herein incorporated by reference. The funding is provided by Federal Transit Administration (FTA) and requires compliance with the attached FTA Required Clauses and Certifications.

Compensation: The unit price of VAN is \$62,378.50. The total compensation for the two (2) vans is \$126,754.

Attachments:

1. Attachment 1: Pricing Schedule & Specs
2. Attachment 2: Delivery Schedule
3. Attachment 3: FTA Required Clauses
4. Attachment 4: FTA Certifications
5. Attachment 5: Warranty
6. Attachment 6: Invoice Detail
7. Attachment 7: Purchase Order

By signing below, the Contractor, RO Bus Sales, hereby affirms, attests, represents and warrants that it has reviewed and shall accept and comply with the following documents and requirements.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

**ATTACHMENT 1
PRICING SCHEDULE AND SPECS**

R O Bus Sales
2701 Westwood Drive
Las Vegas, NV 89109

Phone/Fax: 702-798-0029 702-798-0559



Retail Buyer's Order & Invoice

Date: 10/8/2021
Sales Mgr. Joe Machin
Sales Person: Greg Knowles
Stock #: TBD
Vin No. TBD
Invoice# TBD
P.O. # TBD

Sold to: Regional Transportation Commission of Washoe County.
Address: 1105 Terminal Way
City/ST/Zip: Reno, NV 89502
Phone: (775) 332-2161
Delivered to: David Carr, CAFM
Address: Same as Above
City/ST/Zip:
Email:

Vehicle Specifications and Major Components Sold:					
Type	Year	Manufacturer	Model	Description	Amount
Van	2022	Ford	Transit	7 Passengers	62,378.50
Van	2022	Ford	Transit	7 Passengers	62,378.50
					-
					-

2022 FORD TRANSIT 148 MEDIUM ROOF, 3.5L GAS ENGINE, AUTOMATIC TRANSMISSION, 7 PASSENGERS, BRAUN REAR LIFT, TWO WHEEL CHAIR POSITIONS, WITH SECUREMENT PACKAGE, 48,000 BTU DUCTED A/C SYSTEM W/ HEATER UNIT COMBO, TINTED WINDOWS, SAFETY PACKAGE, FAST IDLE SYSTEM WITH INTERLOCK FOR LIFT PACKAGE, POWER WINDOWS & DOOR LOCKS, BACKUP ALARM, REARVIEW CAMERA SYSTEM.

Sales Price:	\$	124,757.00	
Freight - subject to change		\$1,000.00	
Mobility Rebate		Included	<input type="checkbox"/> RO Limited Warranty (30 Days) (Check Box)
Upfit Disc.		Included	<input checked="" type="checkbox"/> Factory Certified Warranty (Check Box)
Other Charges			<input type="checkbox"/> As Is, No Warranty (Check Box)
Subtotal		\$125,757.00	
Subtotal		\$125,757.00	
DMV Title		\$56.50	
Doc Fee		\$940.50	
Sales Tax 8.375%		Exempt	
Down Payment Each Bus			5% Deposit non-refundable
Balance Due		\$126,754.00	Make Check Payable to: R O Bus Sales

It is agreed and understood that no warranties of any kind or character, either expressed or implied are made by you of and concerning the vehicle to be delivered to me, other than the usual dealer's warranties if any. In the event of increase in price by manufacturer before delivery I agree to pay the difference in price. No other agreement, promise, or understanding of any kind pertaining to this purchase will be recognized except a conditional sale contract in writing executed by the undersigned buyer, as purchaser thereunder.

This order is not valid unless signed and accepted by dealer and approved by responsible Finance Company as to deferred balance.

This offer shall be void in event of war, strikes, conditions preventing delivery by the manufacturer or other conditions beyond the control of the Company. At the option of the company, in event of the happening of any said events, the terms and conditions of

The undersign purchaser hereby offers to purchase from R O Bus Sales the vehicle(s) listed above under the terms specified. this sale shall be readjusted. I expressly ordered the accessories installed on this vehicle.

Access to Health Network

DISCLAIMER OF WARRANTIES

The Seller, RO BUS SALES, Hereby Expressly Disclaims All Warranties, Either Expressed or Implied, Including Any Implied Warranty Merchantability of Fitness For A Particular Purpose, and RO BUS SALES Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In

Greg Knowles
Sales Representative
Greg Knowles
Sales Representative's Signature
10/8/2021
Date

Jackie Gonzales
Purchaser Name

Purchaser's Signature

Date

THE SIGNER OF THE ABOVE AGREEMENT MUST BE AUTHORIZED TO SIGN ON BEHALF OF THE PURCHASING ENTITY AND OR INDIVIDUAL

**ATTACHMENT 2
DELIVERY SCHEDULE**



RTC Washoe

Estimated Delivery Schedule

Note: All delivery schedules are from time of order/purchase order.

Vehicle Class: **Ford Transit**

Chassis ordered from Ford and delivered to Sunset Vans (Manufacturer) 120 days

- Special order chassis longer lead time

Build out of van by Sunset Vans 70 days

Transportation to client / agency for inspection and acceptance 10 days

Ford Covid-19 disclaimer; contingent upon the factory remaining open.

SAMPLE

ATTACHMENT 3
FTA REQUIRED CLAUSES

1 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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

The following access to records requirements apply to the Agreement:

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

4 - FEDERAL CHANGES

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

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

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

6 - CIVIL RIGHTS LAWS AND REGULATIONS

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

A. Nondiscrimination in Federal Public Transportation Programs:

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

B. Nondiscrimination—Title VI of the Civil Rights Act

1. Contractor shall prohibit discrimination on the basis of race, color, or national origin.
2. Contractor shall comply with (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.; (ii) U.S. Department of Transportation regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and (iii) Federal transit law, specifically 49 U.S.C. § 5332.
3. Contractor shall follow (i) the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance; (ii) U.S. Department of Justice "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR 50.3; and (iii) all other applicable Federal guidance that may be issued.

C. Equal Employment Opportunity

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

D. Nondiscrimination on the Basis of Sex:

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

E. Nondiscrimination on the Basis of Age:

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

F. Nondiscrimination on the Basis of Disability:

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

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

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

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

Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

7 - INCORPORATION OF FTA TERMS

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

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

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

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

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

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

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

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

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

- A. The RTC has established a DBE Program pursuant to 49 C.F.R. Part 26. The requirements and procedures of RTC's DBE Program are hereby incorporated by reference into this Agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Failure by the Contractor to carry out RTC's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement and may be grounds for termination of this Agreement, or other such remedy as RTC deems appropriate, which may include, but is not limited to withholding monthly payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible. The Contractor shall ensure that compliance with RTC's DBE Program and the requirements of 49 C.F.R. Part 26 be included in any and all subcontracts entered into which arise out of or are related to this Agreement.
- B. For purposes of this Agreement, the RTC will accept only DBEs that are:
 - 1. Certified at the time of bid opening or proposal evaluation, by the RTC or the Unified Certification Program; or

2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received Federal Transit Administration approval; or
 3. Certified by another agency approved by the RTC.
- C. The Contractor must take necessary and reasonable steps to ensure that DBEs have a fair opportunity to participate in this Agreement. If the Contractor qualifies as a certified DBE in accordance with the requirements of 49 C.F.R. Part 26, Subpart D, or is joint venturing with a DBE certified in accordance with the cited regulations, a copy of the DBE certification(s) issued by a Unified Certification Program (UCP) in accordance with the cited regulations, and a description of the dollar value of the proposed work that it intends to perform with its own forces, together with a statement of the percentage interest in the Contract held by a joint venture DBE must be submitted. The Contractor must provide (1) written documentation of the Contractor's commitment to use identified DBEs; and (2) written confirmation from the DBE that it is participating in the Agreement.
- D. Contractor shall not terminate DBE subcontractors listed in the DBE Participation Schedule without RTC's prior written consent. The RTC will provide its written consent only if Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Agreement for any reason, Contractor shall make good-faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify The RTC in writing of its efforts to replace the original DBE. These good-faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was terminated, to the extent needed to meet the contract goal established for this procurement.
- E. The Contractor is require to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the RTC. In addition, if the Contractor holds retainage from its subcontractors, it shall return any retainage to those subcontractors within 30 days after the subcontractor's work related to the Agreement is satisfactory completed.

15 - PREVAILING WAGE AND ANTI-KICKBACK COMPLIANCE

- A. Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. § 3141-3144 and 3146-3148, as supplemented by U.S. Department of Labor regulations at 29 CFR Part 5, "Labor Standards Provisions Applicable top Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing

wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week.

- B. Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by U.S. Department of Labor regulations at 29 CFR Part 3, "Contractors and Subcontractor on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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

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

17 - CARGO PREFERENCE [46 U.S.C. § 55305; 46 C.F.R. part 381]

If the Contractor uses Federal funds to purchase any capital items from foreign sources under the Agreement, the Contractor agrees:

- A. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately from dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside of the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in subsection A above to the RTC (through the Contractor in case of a subcontractor bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project.
- C. To include these requirements in all subcontracts issued pursuant to the Agreement which may involve the transport of equipment, materials, or commodities by ocean vessel.

18 - FEDERAL MOTOR CARRIER SAFETY

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

19 - TRANSIT ASSET MANAGEMENT

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

20 - BUS TESTING [49 U.S.C. § 5318(e); 49 C.F.R. part 665]

Contractor agrees to comply with the Bus Testing requirements under 49 U.S.C. § 5318(e) and the Federal Transit Administration's implementing regulation at 49 CFR Part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the RTC.

21 - FEDERAL MOTOR VEHICLE SAFETY STANDARDS

Contractor shall submit a manufacturer's Federal Motor Vehicle Safety Standards (FMVSS) self-certification that the buses being purchased by the RTC comply with relevant FMVSS regulations or a manufacturer's certified statement that the Contractor's buses will not be subject to FMVSS regulations.

22 - PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES [49 U.S.C. 5323(m); 49 C.F.R. part 663]

Contractor agrees to comply with 49 U.S.C. § 5323(m) and Federal Transit Administration's implementing regulation at 49 CFR Part 663. Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR Part 663 and related Federal Transit Administration guidance.

23 - GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA

If the work or related activity directly or indirectly involves spatial data, or geographic information systems, Contractor shall follow U.S. Office of Management and Budget Circular A-16, "Coordination of Geographic Information and Related Spatial Data

Activities,” August 19, 2002, and U.S. Office of Management and Budget Circular A-16 Supplemental Guidance, “Geospatial Line of Business,” November 10, 2010.

24 - CENTERS FOR DISEASE CONTROL AND PREVENTION MASK ORDER

Unless and until it is repealed, Contractor shall comply with the Centers for Disease Control and Prevention Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs, or any updated or superseding order (“CDC Mask Order”). The Contractor shall also require its subcontractors at all tiers to comply with the CDC Mask Order.

SAMPLE

**ATTACHMENT 4
FTA CERTIFICATIONS**

LIST OF REQUIRED CERTIFICATIONS

- _____ **Van Testing Certification**

- _____ **DBE Statement and Certification**

- _____ **Certification Regarding Federal Motor Vehicle Safety Standard (FMVSS)**

- _____ **Certification Regarding Lobbying**

- _____ **Certification Regarding Debarment, Suspension, Other Ineligibility & Voluntary Exclusion**

- _____ **Affidavit of Non-Collusion**

SAMPLE

VAN TESTING CERTIFICATION

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned Contractor/Manufacturer certifies that the vehicle complies or will comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 C.F.R. Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 C.F.R. Part

In addition, the undersigned understands that FTA may suspend or debar manufacturer under the procedures in 49 C.F.R. Part 29.

Date: _____

Signature: _____

Company Name: _____

Title: _____

DBE STATEMENT AND CERTIFICATION

As a condition of being authorized to participate in transit vehicle procurements in which Federal Transit Administration (FTA) funds are used, each transit vehicle manufacturer, including chassis manufacturers, and all subsequent manufacturers involved in the completion of transit vehicles must certify that it has submitted for the FTA Administrator's approval an annual percentage Disadvantaged Business Enterprise (DBE) goal in compliance with the requirements of 49 C.F.R. Part 26, Section 26.49(b) and (c).

The Federal Transit Administration, Office of Civil Rights, will act as a resource to verify the status of each manufacturer.

CERTIFICATION

Compliance with the requirements of 49 C.F.R. Part 26, Section 26.49(b) and (c) is hereby certified:

(Typed Name of Contractor)

(Typed Name of Firm)

(Typed Street Address)

(Signature of Contractor)

(Typed City, State & Zip Code)

(Telephone Number of Contractor)

(Date)

CERTIFICATION REGARDING FEDERAL MOTOR VEHICLE SAFETY STANDARDS

The Contractor certifies that it shall submit either: (1) manufacturer's FMVSS self-certification information that the Vehicle complies with relevant FMVSS standards or (2) manufacturer's certified statement that the contracted Vehicles will not be subject to FMVSS regulations.

Signature of Contractor's Authorized Official:

Name and Title of Contractor's Authorized Official:

Date: _____

SAMPLE

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements 49 C.F.R.

Part 20 The undersigned Contractor certifies, to the best of his or her knowledge

and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty 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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

I, _____ certify to the best of my knowledge and belief, that the contractor/primary participant and principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public function (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not, within a three-year period preceding this bid, had one or more public transactions (federal, state, or local) terminated for cause or default.

[Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Bid.]

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

Contractor Name: _____

Signature: _____

Print: _____

Date: _____

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under penalty of perjury:

1. That I am the Bidder (if the Bidder is an individual, a partner in the Bid (if the Bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached Bid or Bids has been arrived at by the Bidder independently and have been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or service described in the Invitation for Bid, designed to limit independent Bids or competition;
3. That the contents of the Bid or Bids has not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Firm Name: _____

Signed: _____

Print: _____

Date: _____

ATTACHMENT 5 WARRANTY



Warranty Description and Procedures

We at RO Bus Sales are dedicated to ensuring your continued satisfaction with your new bus or van. There may come a time when repairs covered under warranty policy are needed. The following information is provided to help you understand how to utilize the warranty services and get you bus or van back on the road. It is our desire to serve you as quickly and effectively as possible. To initiate a warranty claim or request service please contact our Customer Service Department at 702-798-0029 Ext. 1-222 email at Parts@robussales.com

Sunset Vans manufactures its vehicles to the highest standards in the industry. In the event that service or warranty repairs are needed please contact our service warranty department or your sales representative. You can reach our warranty department at 562-862-2177 x306. Jorge Lucas is the service manager who can assist with all your warranty needs. Jorge can also be reached by email at Repairs@sunsetvans.com. We strive to resolve your issue as quickly as possible.

Sunset Vans warrants its conversion products and workmanship added to the factory chassis for a period of 3 years or 36,000 miles (whichever occurs first). We will repair and replace damaged parts that are due to manufacturer's defect. Misuse, neglect, or human error is not covered. Not covered is normal maintenance, light bulbs, fluid changes, normal maintenance etc. Sunset **MUST** be contacted before any warranty work is performed for pre-approval. Below is a list of special warranty conditions and exceptions.

Description

Our abs interior components are given a 3 year/36,000-mile warranty from manufacturer defects. Minor scratches or dings are not a warranted item. Wear and tear is not covered.

This warranty is provided to the original purchaser and is not transferable. (Does not apply to vehicles if purchased from an authorized Sunset Vans Inc. dealer on first transfer.)

Conversions warranted by Sunset Vans Inc. is independent of other manufacturer's warranties. This warranty from Sunset Vans Inc. does not cover OEM manufacturer warranties. Such warranties from Ford, GM or Dodge are independent and have their own warranty procedures. Sunset will warranty items that are damaged due to conversion, on OEM vehicles, but not items covered by manufacturer warranty. All parts covered by OEM warranties, are not covered by Sunset Vans Inc.



Parts installed in the conversion process that are manufactured by third party companies such as wheelchair lifts, air conditioners, and interlocks have their own manufactures warranty. Each specific product contains its own warranty terms and conditions independent of the Sunset Vans Inc warranty. Sunset Vans Inc does warranty and guarantee workmanship in the correct installation of such components for the 3 year or 36,000 miles. Product defects are covered by the respective OEM manufacture.

The lift manufacturer warrants certain parts of this wheelchair lift for three (3) years or 10,000 cycles and the cost of labor to repair or replace those parts for one (1) year or 3,000 cycles. If The Braun Corporation receives the warranty registration card within 20 days after the lift is put into service, the warranty labor coverage will increase from one (1) year or 3,000 cycles to three (3) years or 10,000 cycles. RO Bus Sales will register the warranty for the customer 1 day after delivery was made to the customer. RO Bus Sales will repair any warranty work due to installation free of charge. Defective parts can be handled thru the lift manufacture or their authorized dealers. Damaged caused by neglect or misuse, such as lift rising into door and breaking off handle, or having the ramp ran over by an automobile is not covered under warranty. **We recommend that all hydraulic lifts are serviced and adjusted once every 6 months to prolong the life of the lift.**

The air conditioner unit is under warranty for 3 year or 36,000 miles. In the event that there is a problem you may call RO Bus Sales at (702) 798-0029 or call the Pro Air service center at 800-338-8544 and ask for the customer service department. There are ProAir service centers throughout the United States for your convenience.

Warranty Procedures

In the event that an item needs to be fixed or replaced call RO Bus Sales service department at 702-798-0029 Ext. 1-222. Give a description of the problem and we will resolve the issue as soon as possible. An email can be sent to Parts@robussales.com

Our warranty process is as follows:

- 1 Call or email RO Bus Sales to inform us of the problem so we can help diagnose the quickest way to resolve the issue. (Determine if it is an OEM or Conversion issue)
- 2 RO Bus Sales will provide the closest approved repair facility for the type of repairs needed.
- 3 RO Bus Sales must approve the needed repairs prior to work being performed and at its option, repair or replace the defective parts. Labor and parts will be covered by RO Bus Sales at a standard industry labor rate.



- 4 RO Bus Sales will provide payment to the approved vendor.
- 5 RO Bus Sales generally uses OEM service centers for vehicle malfunctions, and authorized certified lift installers for lift repairs.

Generally, these steps can be resolved very quickly. In some situations, RO Bus Sales can assist with third part warranty repairs by providing needed parts from our stock to reduce the delay of waiting on third part parts. (This is a courtesy and is not always available. Please check with Service manager)

Scope

The owner of the vehicle must keep vehicle and conversion components according to manufacture recommendations. In certain situations, RO Bus Sales may require the repair facility to return defective parts. RO Bus Sales reserves the right for a second shop opinion, or an inspection by a RO Bus Sales employee to complete a repair claim. This warranty can only be changed when done so in writing by an approved representative of RO Bus Sales. RO Bus Sales shall not be responsible or liable for indirect damages or loss of any kind, (ex. Time, loss of wages, or incidental damages) Towing, rentals or transportation are not covered unless approved in advance by Sunset Vans Inc officer. This warranty gives certain legal rights, which may vary state by state. Please contact RO Bus Sales for specific details.

**ATTACHMENT 6
INVOICE DETAIL**

Contractor shall provide the following detail on each invoice.

INVOICE FORM

Regional Transportation Commission
ATTN: Accounts Payable
1105 Terminal Way, Suite 300
Reno, Nevada 89502
or accountspayable@rtcwashoe.com

Invoice Date: _____ Invoice Number: _____

Payment Number: _____

Description:

Invoice Amount: _____

Less Applicable Retention: _____

Total Due on This Invoice: _____

Original Contract Amount: _____

Change Orders: _____

Total Contract Amount: _____

Total Amount Invoiced to Date (including this invoice): _____

Balance Due on Total Contract Amount: _____



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 4.17

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

RECOMMENDED ACTION

Approve funding of all ranked and prioritized Transportation Alternatives (TA) Set-Aside applications as presented for Federal Fiscal Years (FFY) 2021 and 2022 in the amount of \$807,833.

BACKGROUND AND DISCUSSION

As the Metropolitan Planning Organization (MPO) for the region, the RTC is tasked with administering the federal TA Set-Aside program for funding sub-allocated to the Reno-Sparks metropolitan planning area. Eligible uses of TA Set-Aside funding include improvements to non-motorized mobility, historic preservation related to transportation, scenic accessibility, Safe Routes to School programs, and environmental management related to transportation activities. Requirements for the program are established in federal statute (23 U.S.C 133(h)(4)(B)).

The Board approved the streamlined guidelines, scoring criteria, and application on June 18, 2021, which was also presented to the RTC Advisory Committees. The five applications received were submitted through a Call for Projects, which was opened between July 1, 2021 – October 1, 2021. The expected funding allocation is \$805,000 and staff anticipates a small amount of carryover from previous years to cover the remaining \$2,833 balance of the total funding requests.

RTC staff reviewed the applications for completeness and compliance with the TA Set-Aside regulations. All applications were deemed eligible and were ranked per the scoring criteria. Staff met with the applicants on November 9, 2021, per the guidance. Since all applications qualified, staff recommends fully funding all five of the applications received (attached).

FISCAL IMPACT

Projects will be funded through the federal TA Set-Aside program with a minimum local match of 5%; there is no fiscal impact to the RTC with this Board action.

PREVIOUS BOARD ACTION

- | | |
|-------------------|--|
| June 18, 2021 | Approved the updated TA Set-Aside Program Guidance and Application. |
| February 19, 2021 | Received report on the TA Set-Aside Program and funding for safety projects on local roads |

ADVISORY COMMITTEE(S) RECOMMENDATION

The Citizens Multimodal Advisory Committee (CMAC) and Technical Advisory Committee (TAC) recommended funding all ranked and prioritized Transportation Alternatives Set-Aside (TA Set-Aside) applications as presented for FFY 2021 and 2022 in the amount of \$807,833 at their meetings on December 1 and December 2, 2021, respectively.

ATTACHMENT:

A. TA Set-Aside Ranking and Applications

TA Set-Aside FFY 2021/FFY 2022

Score	Agency/Project Description	Total Cost	TA Set-Aside Funds	Local Match
12	City of Sparks: (2022) Regional Trail Connectivity Project: Wingfield Hills Road. This project will provide pedestrian connectivity to two existing portions of the Regional Trail that borders the scenic North Truckee Drain. This new pedestrian crossing is proposed on Wingfield Hills Road, a busy arterial. The nearest existing crosswalk on Wingfield Hills Road to the north is more than 1300' away, and the nearest existing crosswalk to the south is more than 900' away. This project will provide ADA accessibility to the existing Regional Trail and provides connectivity to neighborhoods within the community.	\$ 79,850	\$ 75,858	\$ 3,993
11	WCSD, SRTS: (2021) SRTS will purchase solar powered radar signs and rapid flash beacons that will act as traffic calming devices. They will notify and educate drivers that are traveling through the school zone of the posted speed and their actual speed. City of Reno has agreed to install the traffic calming devices.	\$ 82,000	\$ 77,900	\$ 4,100
11	City of Reno: (FFY unspecified) Urban Road and Plumas Street Sidewalk. Install sidewalk, curb and gutter on the south side of Urban Road from Arlington Avenue to Plumas Street and the west side of Plumas Street from Urban Road to Mountain View Drive. This will improve safety, encourage non-motorized travel, improve access to transit, and reduce emissions and energy use by encouraging non-motorized travel.	\$ 600,000	\$ 570,000	\$ 30,000
10	City of Sparks: (2021) School Zone Flasher Project - Van Gorder Elementary School. The project includes replacing three static signs with three school zone flashers, updating existing worn school signage in the area, and updating any striping associated with the school zone. The objective for this project resulted from a City of Sparks Traffic Calming Study performed in the area. The conclusion of the study is that there exist inconsistent signage and striping for the school zone which may be causing driver confusion relative to traffic calming. This project aims to provide consistency throughout the school zone area of Van Gorder Elementary School.	\$ 82,500	\$ 78,375	\$ 4,125
9	WCSD, SRTS (non-infrastructure): (2022) School Police/SRTS will purchase school safety equipment including safety vests and "Yield to Pedestrian" signs (Ped in a Bag) that will be placed in school crosswalks so that drivers may be aware of students walking and biking near school grounds, making the school a safer environment. These materials will supplement the WCSD SRTS Program's goals/objectives.	\$ 6,000	\$ 5,700	\$ 300
	Total	\$ 850,350	\$ 807,833	\$ 42,518

TA Set-Aside FFY 2021/FFY 2022											
Agency/Project Description	Section 1 Q1	Section 1 Q2	Section 1 Q3	Section 1 Q4	Section 2 Q1	Section 2 Q2	Section 3 Q1	Section 3 Q2	Section 4 Q1	Section 4 Q2	Total
	Project is in an adopted plan, study, program, mission or goal? (For example, Complete Streets Master Plan, Bicycle and Pedestrian Master Plan, Corridor Study, other Regional or Local Plan, Program, Mission or Goal?) (1 Point)	Project provides traffic calming measures or safety measures that benefit non-vehicle road users (2 Points)	Project serves multiple modes of transportation (1 Point)	The project connects to an existing facility between or on regional roads (1 Point)	Project located in an area serving an Environmental Justice population (1 point)	Project serves an area where essential services are offered, including medical or school facilities (1 point)	Project would be easy to construct; and can be implemented within the next 12 months. The project does not require acquiring right-of-way, utility relocation, and/or project meets categorical exclusion. (5 points)	The project will take up to 24 months to construct. Project includes right-of-way acquisition, includes utility relocation, and/or the project will require an environmental assessment/impact statement. (1 point)	The project will take up to 24 months to construct. Project includes right-of-way acquisition, includes utility relocation, and/or the project will require an environmental assessment/impact statement. (1 point)	Educational/outreach program will need to be developed, partnerships will need to be established and identified. Evaluation criteria will need to be developed to measure the effectiveness of the project. This project may take 24 months or more to implement. (1 point)	
City of Sparks: (2022) Regional Trial Connectivity Project: Wingfield Hills Road. (infrastructure)	1	2	1	1	1	1	5	0	0	0	12
Washoe County School District: (2021) SRTS FY2021. (infrastructure)	1	2	1	0	1	1	5	0	0	0	11
City of Reno: (FFY unspecified) Urban Road and Plumas Street Sidewalk (infrastructure)	1	2	0	1	1	1	5	0	0	0	11
City of Sparks: (2021) School Zone Flasher Project - Van Gorder Elementary School. (infrastructure)	1	2	1	0	0	1	5	0	0	0	10
Washoe County School District: (2022) Safe Routes to School FY2022 (non-infrastructure)	1	2	1	0	1	1	0	0	3	0	9

REGIONAL TRANSPORTATION COMMISSION

TRANSPORTATION ALTERNATIVES (TA) SET-ASIDE PROGRAM APPLICATION

<u>Applicant/Agency</u> Name: Address:	City of Sparks 431 Prater Way Sparks, NV 89431						
<u>Contact Person</u> Name: Address:Phone: Email:	Amber Sosa, P.E. City of Sparks Transportation Manager 431 Prater Way Sparks, NV 89431 775-353-7863 asosa@cityofsparks.us						
<u>Project Name</u>	Regional Trail Connectivity Project: Wingfield Hills Road						
<u>Project Location & Project Limits</u>	Sparks, NV. Pedestrian crossing is proposed on Wingfield Hills Road, located south of Darby Rose Lane and north of Vista Blvd.						
<u>What TA category does this project fall under?</u> (check all that apply)	<input checked="" type="checkbox"/> Bicycle facility <input checked="" type="checkbox"/> Pedestrian facility <input type="checkbox"/> Safe Routes to School programs <input type="checkbox"/> Construction of scenic overlooks, vehicle turnouts and viewing areas <input checked="" type="checkbox"/> Traffic calming improvements related to improving the environment for non-motorized users <input type="checkbox"/> Inventory, control or removal of outdoor advertising <input type="checkbox"/> Historic preservation and rehabilitation of historic transportation facilities <input type="checkbox"/> Archaeological planning and research <input type="checkbox"/> Vegetation management <input type="checkbox"/> Environmental mitigation activities <input type="checkbox"/> Other: _____						
<u>Project Description</u> (please include a description of any potential safety and mobility improvements as a result of the project):	This project will provide pedestrian connectivity to two existing portions of the Regional Trail that borders the scenic North Truckee Drain. This new pedestrian crossing is proposed on Wingfield Hills Road, a busy arterial. The nearest existing crosswalk on Wingfield Hills Road to the north is more than 1300' away, and the nearest existing crosswalk to the south is more than 900' away. This project will provide ADA accessibility to the existing Regional Trail and provides connectivity to neighborhoods within the community.						
<u>What is the Estimated Cost of the Project</u> <i>(Required: attach a detailed budget for this project)</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Total Project Cost</th> <th style="width: 33%;">Amount Requested</th> <th style="width: 33%;">Local 5% Match Amount</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">\$ 79,850</td> <td style="text-align: center;">\$ 75,857</td> <td style="text-align: center;">\$ 3,993</td> </tr> </tbody> </table>	Total Project Cost	Amount Requested	Local 5% Match Amount	\$ 79,850	\$ 75,857	\$ 3,993
Total Project Cost	Amount Requested	Local 5% Match Amount					
\$ 79,850	\$ 75,857	\$ 3,993					

<p>Funding: What is the Source of Matching Funds <i>(include any other additional funding sources)</i></p>	<p>Matching funds may be available through the City's CIP (Capital Improvement Projects) budgeting process.</p>
<p>Which of the following National Goals does the project support(select all that apply)?</p>	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Safety <input type="checkbox"/> Infrastructure condition <input type="checkbox"/> Congestion reduction <input checked="" type="checkbox"/> System reliability <input type="checkbox"/> Freight movement and economic vitality <input type="checkbox"/> Environmental sustainability <input type="checkbox"/> Reduced project delivery delays
<p>Project Schedule Identify current project status and schedule for project delivery.</p>	<p>This project is currently conceptual. Once approval of the TA Set-Aside funding and the LPA Agreement are complete, design and construction of the project should be delivered in less than 9 months.</p>
<p>Project Maintenance List Agency that is responsible for maintenance once project is completion.</p>	<p>City of Sparks</p>

<p>Section 1 (Project Benefits/Safety Enhancement)</p>	
<p>Is the project in an adopted plan, study, program, mission or goal? <i>(For example, Complete Streets Master Plan, Bicycle and Pedestrian Master Plan, Corridor Study, other Regional or Local Plan, Program, Mission or Goal?)</i> Identify the source document below:</p> <p>City of Sparks Comprehensive Plan -Connectivity Goals/Policies</p> <p>Does the project provide traffic calming measures or safety measures that benefit non-vehicle road users?</p> <p>Does the project serve multiple modes of transportation?</p> <p>Does the project provide connectivity to an existing facility between or on regional roads?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

<i>Section 2 (Environmental Justice)</i>	
<p>Does the project serve an Environmental Justice area as identified in the 2050 RTP, Chapter 9, Environmental Justice (see attached map)?</p> <p>Are there essential services within the project area (within project limits)? Please list all services: <i>Services may include but are not limited to governmental/social services; schools, affordable housing; medical services; educational services; or other (Other may be a connection to recreational destinations).</i></p> <p>Other: project will provide pedestrian connectivity to the Regional Trail along the North Truckee Drain</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<i>Section 3 Project Readiness for Infrastructure Projects</i>	
<p><u>Current Readiness for Constructability of Infrastructure Projects</u></p> <p>The purpose of this criterion is to encourage projects that accelerate project completion through eliminating delays in the project development and delivery. For the purpose of this scoring criterion, priority shall be given to projects that are ready to proceed to construction within a short timeframe after receiving TA Set Aside Funding. Please check one box below (if this is not an infrastructure project please go to section 4):</p> <p>Project would be relatively easy to construct and can be implemented within the next 12 months. The project does not require acquiring right-of-way, utility relocation, and/or project meets categorical exclusion.</p> <p>The project will take up to 24 months to construct. Project includes right-of-way acquisition, includes utility relocation, and/or the project will require an environmental assessment/impact statement</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<i>Section 4 Project Readiness for Non-Infrastructure Projects</i>	
<p><u>Current Readiness for non-infrastructure/SRTS Educational Projects</u></p> <p>The purpose of this criterion is to encourage projects that accelerate project completion through eliminating delays in the project development and delivery. For the purpose of this scoring criterion, priority shall be given to projects that are ready to be implemented within a short timeframe after receiving TA Set Aside Funding. Please check one box below Check one box below for project readiness value:</p> <p>Educational/outreach program is established and schools/partnerships have been identified. Project evaluation is in place to measure program effectiveness. Project can be implemented within 12 months.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

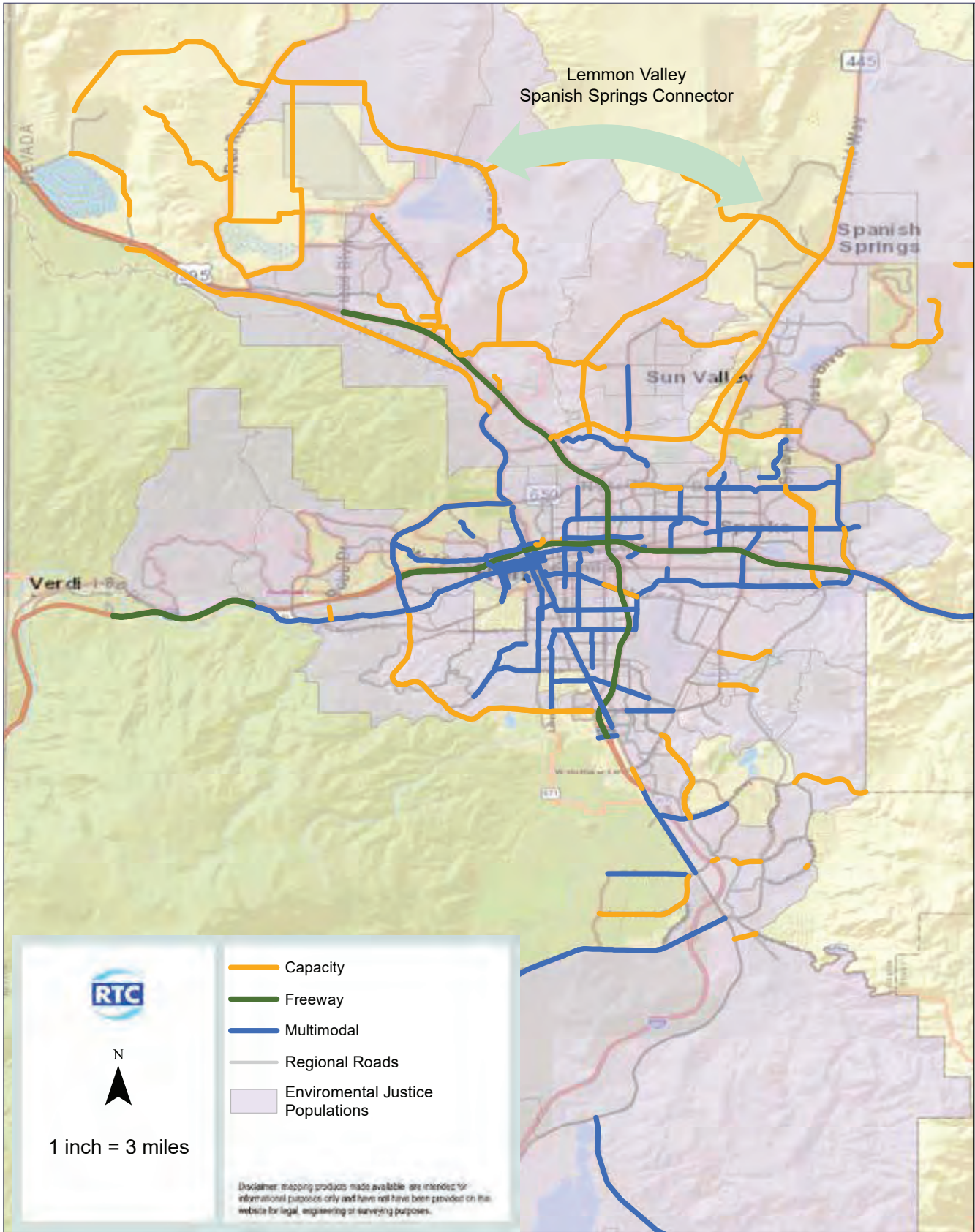
Attachment

Educational/outreach program will need to be developed, partnerships will need to be established and identified. Evaluation criteria will need to be developed to measure the effectiveness of the project. This project can be completed within 24 months.

Yes No

ENVIRONMENTAL JUSTICE POPULATIONS AND REGIONAL ROAD PROJECTS

MAP 9.6



TA SET ASIDE PROPOSAL
CITY OF SPARKS - REGIONAL TRAIL CONNECTIVITY PROJECT: WINGFIELD HILLS ROAD

				Engineers Estimate of Probable Costs	
Bid Item	Description	Quantity	Units	Unit Price	Amount
1	Remove Existing and Replace Concrete Sidewalk (Median)	150	SF	\$20.00	\$3,000.00
2	Remove Existing and Place Concrete Curb (Median)	30	LF	\$75.00	\$2,250.00
3	Install ADA Accessible Ramps	4	EA	\$3,500.00	\$14,000.00
4	Reset DI	1	EA	\$5,000.00	\$5,000.00
5	Remove and/or Adjust Landscaping	1	LS	\$10,000.00	\$10,000.00
6	Install Rectangular Rapid Flashing Beacon (RRFB) Signs	1	SET	\$12,000.00	\$12,000.00
7	Install Signing (new sign and post)	6	EA	\$600.00	\$3,600.00
8	Install Striping (cross walk, yield bars)	1	LS	\$5,000.00	\$5,000.00
9	Force Account/ Contingency	1	LS	\$15,000.00	\$15,000.00
10	NDOT Oversight	1	LS	\$10,000.00	\$10,000.00

TOTAL	\$79,850.00
City of Sparks 5% Match	\$3,993.00
TA Set Aside Amount Requested	\$75,857.00

**REGIONAL TRANSPORTATION COMMISSION
TRANSPORTATION ALTERNATIVES (TA) SET-ASIDE PROGRAM APPLICATION**

<u>Applicant/Agency</u> Name: Address:	
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<u>Contact Person</u> Name: Address:Phone: Email:	
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<u>Project Name</u>	
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<u>Project Location & Project Limits</u>	
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<u>What TA category does this project fall under?</u> (check all that apply)	<input type="checkbox"/> Bicycle facility <input type="checkbox"/> Pedestrian facility <input type="checkbox"/> Safe Routes to School programs <input type="checkbox"/> Construction of scenic overlooks, vehicle turnouts and viewing areas <input type="checkbox"/> Traffic calming improvements related to improving the environment for non-motorized users <input type="checkbox"/> Inventory, control or removal of outdoor advertising <input type="checkbox"/> Historic preservation and rehabilitation of historic transportation facilities <input type="checkbox"/> Archaeological planning and research <input type="checkbox"/> Vegetation management <input type="checkbox"/> Environmental mitigation activities <input type="checkbox"/> Other: _____
---	---

<u>Project Description</u> (please include a description of any potential safety and mobility improvements as a result of the project):	
--	--

<u>What is the Estimated Cost of the Project</u> <i>(Required: attach a detailed budget for this project)</i>	Total Project Cost	Amount Requested	Local 5% Match Amount
	\$	\$	\$

<p><u>Funding: What is the Source of Matching Funds</u> (include any other additional funding sources)</p>	
<p><u>Which of the following National Goals does the project support(select all that apply)?</u></p>	<p><input type="checkbox"/> Safety</p> <p><input type="checkbox"/> Infrastructure condition</p> <p><input type="checkbox"/> Congestion reduction</p> <p><input type="checkbox"/> System reliability</p> <p><input type="checkbox"/> Freight movement and economic vitality</p> <p><input type="checkbox"/> Environmental sustainability</p> <p><input type="checkbox"/> Reduced project delivery delays</p>
<p><u>Project Schedule</u> Identify current project status and schedule for project delivery.</p>	
<p><u>Project Maintenance</u> List Agency that is responsible for maintenance once project is completion.</p>	

Section 1 (Project Benefits/Safety Enhancement)	
<p>Is the project in an adopted plan, study, program, mission or goal? (For example, Complete Streets Master Plan, Bicycle and Pedestrian Master Plan, Corridor Study, other Regional or Local Plan, Program, Mission or Goal?) Identify the source document below:</p> <p>Does the project provide traffic calming measures or safety measures that benefit non-vehicle road users?</p> <p>Does the project serve multiple modes of transportation?</p> <p>Does the project provide connectivity to an existing facility between or on regional roads?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Section 2 (Environmental Justice)	
<p>Does the project serve an Environmental Justice area as identified in the 2050 RTP, Chapter 9, Environmental Justice (see attached map)?</p> <p>Are there essential services within the project area (within project limits)? Please list all services: <i>Services may include but are not limited to governmental/social services; schools, affordable housing; medical services; educational services; or other (Other may be a connection to recreational destinations).</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Section 3 Project Readiness for Infrastructure Projects	
<p><u>Current Readiness for Constructability of Infrastructure Projects</u></p> <p>The purpose of this criterion is to encourage projects that accelerate project completion through eliminating delays in the project development and delivery. For the purpose of this scoring criterion, priority shall be given to projects that are ready to proceed to construction within a short timeframe after receiving TA Set Aside Funding. Please check one box below (if this is not an infrastructure project please go to section 4):</p> <p>Project would be relatively easy to construct and can be implemented within the next 12 months. The project does not require acquiring right-of-way, utility relocation, and/or project meets categorical exclusion.</p> <p>The project will take up to 24 months to construct. Project includes right-of-way acquisition, includes utility relocation, and/or the project will require an environmental assessment/impact statement</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Section 4 Project Readiness for Non-Infrastructure Projects	
<p><u>Current Readiness for non-infrastructure/SRTS Educational Projects</u></p> <p>The purpose of this criterion is to encourage projects that accelerate project completion through eliminating delays in the project development and delivery. For the purpose of this scoring criterion, priority shall be given to projects that are ready to be implemented within a short timeframe after receiving TA Set Aside Funding. Please check one box below Check one box below for project readiness value:</p> <p>Educational/outreach program is established and schools/partnerships have been identified. Project evaluation is in place to measure program effectiveness. Project can be implemented within 12 months.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

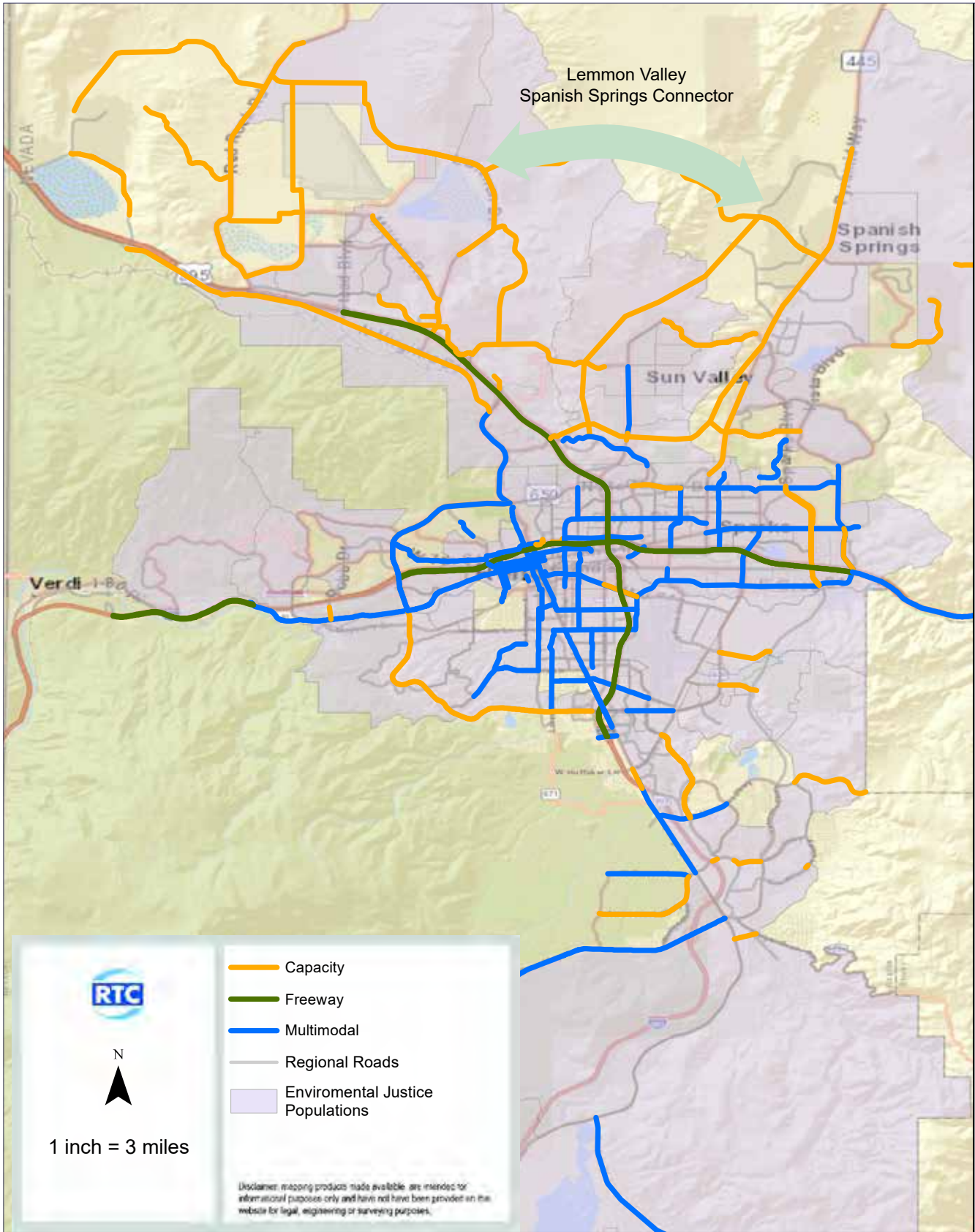
Attachment

Educational/outreach program will need to be developed, partnerships will need to be established and identified. Evaluation criteria will need to be developed to measure the effectiveness of the project. This project can be completed within 24 months.

Yes No

ENVIRONMENTAL JUSTICE POPULATIONS AND REGIONAL ROAD PROJECTS

MAP 9.6



REGIONAL TRANSPORTATION COMMISSION

TRANSPORTATION ALTERNATIVES (TA) SET-ASIDE PROGRAM APPLICATION

<u>Applicant/Agency</u> Name: Address:	City of Reno						
<u>Contact Person</u> Name: Address: Phone: Email:	Khalil Wilson, P.E. P.O. Box 1900 Reno, NV 89505 775-321-8354 wilsonk@reno.gov						
<u>Project Name</u>	Urban Road and Plumas Street Sidewalk						
<u>Project Location & Project Limits</u>	Urban from Arlington to Plumas and Plumas from Urban to Mountain View (see attached for vicinity map)						
<u>What TA category does this project fall under?</u> (check all that apply)	<input type="checkbox"/> Bicycle facility <input checked="" type="checkbox"/> Pedestrian facility <input type="checkbox"/> Safe Routes to School programs <input type="checkbox"/> Construction of scenic overlooks, vehicle turnouts and viewing areas <input type="checkbox"/> Traffic calming improvements related to improving the environment for non-motorized users <input type="checkbox"/> Inventory, control or removal of outdoor advertising <input type="checkbox"/> Historic preservation and rehabilitation of historic transportation facilities <input type="checkbox"/> Archaeological planning and research <input type="checkbox"/> Vegetation management <input type="checkbox"/> Environmental mitigation activities <input type="checkbox"/> Other: _____						
<u>Project Description</u> (please include a description of any potential safety and mobility improvements as a result of the project):	Install sidewalk, curb and gutter on the south side of Urban Road from Arlington Avenue to Plumas Street and the west side of Plumas Street from Urban Road to Mountain View Drive. This will improve safety, encourage non-motorized travel, improve access to transit, and reduce emissions and energy use by encouraging non-motorized travel.						
<u>What is the Estimated Cost of the Project</u> <i>(Required: attach a detailed budget for this project)</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Total Project Cost</th> <th style="width: 33%;">Amount Requested</th> <th style="width: 33%;">Local 5% Match Amount</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">\$ 600,000</td> <td style="text-align: center;">\$ 570,000</td> <td style="text-align: center;">\$ 30,000</td> </tr> </tbody> </table>	Total Project Cost	Amount Requested	Local 5% Match Amount	\$ 600,000	\$ 570,000	\$ 30,000
Total Project Cost	Amount Requested	Local 5% Match Amount					
\$ 600,000	\$ 570,000	\$ 30,000					

<p><u>Funding: What is the Source of Matching Funds</u> (include any other additional funding sources)</p>	Street Fund
<p><u>Which of the following National Goals does the project support(select all that apply)?</u></p>	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Safety <input checked="" type="checkbox"/> Infrastructure condition <input type="checkbox"/> Congestion reduction <input type="checkbox"/> System reliability <input type="checkbox"/> Freight movement and economic vitality <input type="checkbox"/> Environmental sustainability <input type="checkbox"/> Reduced project delivery delays
<p><u>Project Schedule</u> Identify current project status and schedule for project delivery.</p>	Project in preliminary design for Design, Bidding and Award: 12 Months Construction: 30 Working Days
<p><u>Project Maintenance</u> List Agency that is responsible for maintenance once project is completion.</p>	City of Reno & Washoe County

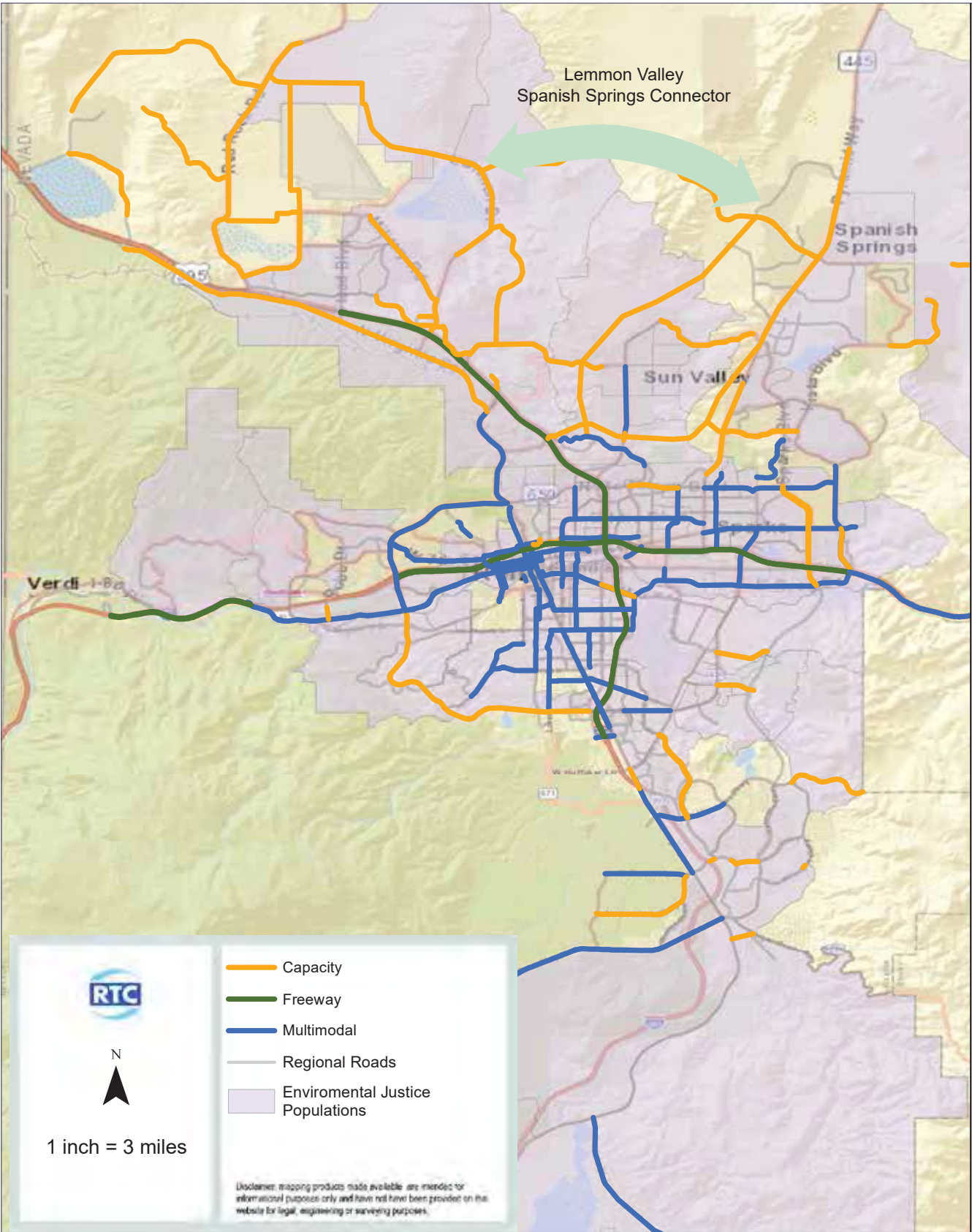
Section 1 (Project Benefits/Safety Enhancement)	
<p>Is the project in an adopted plan, study, program, mission or goal? (For example, Complete Streets Master Plan, Bicycle and Pedestrian Master Plan, Corridor Study, other Regional or Local Plan, Program, Mission or Goal?) Identify the source document below:</p> <p>Plumas sidewalk is ranked as a high priority in the RTC bike/ped master plans. Sidewalk connectivity is a goal in the City of Reno ADA Transition Plan</p> <p>Does the project provide traffic calming measures or safety measures that benefit non-vehicle road users?</p> <p>Does the project serve multiple modes of transportation?</p> <p>Does the project provide connectivity to an existing facility between or on regional roads?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

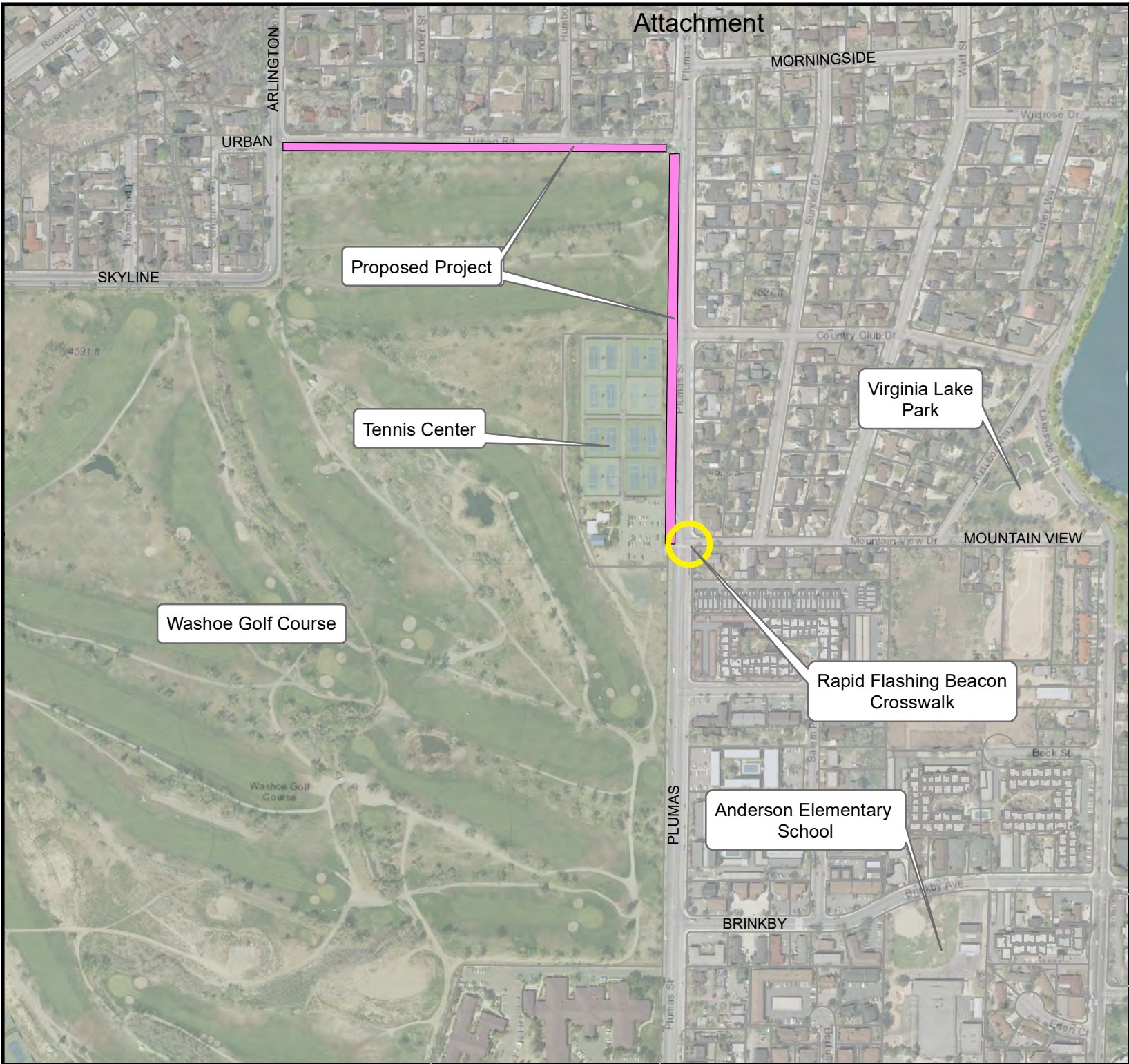
<i>Section 2 (Environmental Justice)</i>	
<p>Does the project serve an Environmental Justice area as identified in the 2050 RTP, Chapter 9, Environmental Justice (see attached map)?</p> <p>Are there essential services within the project area (within project limits)? Please list all services: <i>Services may include but are not limited to governmental/social services; schools, affordable housing; medical services; educational services; or other (Other may be a connection to recreational destinations).</i></p> <p>Provides connectivity to transit along Plumas; recreational facilities including the Reno Tennis Center, Washoe County Golf Course, and Virginia Lake.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<i>Section 3 Project Readiness for Infrastructure Projects</i>	
<p><u>Current Readiness for Constructability of Infrastructure Projects</u></p> <p>The purpose of this criterion is to encourage projects that accelerate project completion through eliminating delays in the project development and delivery. For the purpose of this scoring criterion, priority shall be given to projects that are ready to proceed to construction within a short timeframe after receiving TA Set Aside Funding. Please check one box below (if this is not an infrastructure project please go to section 4):</p> <p>Project would be relatively easy to construct and can be implemented within the next 12 months. The project does not require acquiring right-of-way, utility relocation, and/or project meets categorical exclusion.</p> <p>The project will take up to 24 months to construct. Project includes right-of-way acquisition, includes utility relocation, and/or the project will require an environmental assessment/impact statement</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<i>Section 4 Project Readiness for Non-Infrastructure Projects</i>	
<p><u>Current Readiness for non-infrastructure/SRTS Educational Projects</u></p> <p>The purpose of this criterion is to encourage projects that accelerate project completion through eliminating delays in the project development and delivery. For the purpose of this scoring criterion, priority shall be given to projects that are ready to be implemented within a short timeframe after receiving TA Set Aside Funding. Please check one box below Check one box below for project readiness value:</p> <p>Educational/outreach program is established and schools/partnerships have been identified. Project evaluation is in place to measure program effectiveness. Project can be implemented within 12 months.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>N/A</p>

Attachment

Educational/outreach program will need to be developed, partnerships will need to be established and identified. Evaluation criteria will need to be developed to measure the effectiveness of the project. This project can be completed within 24 months.

Yes No




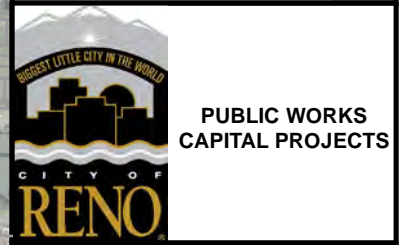
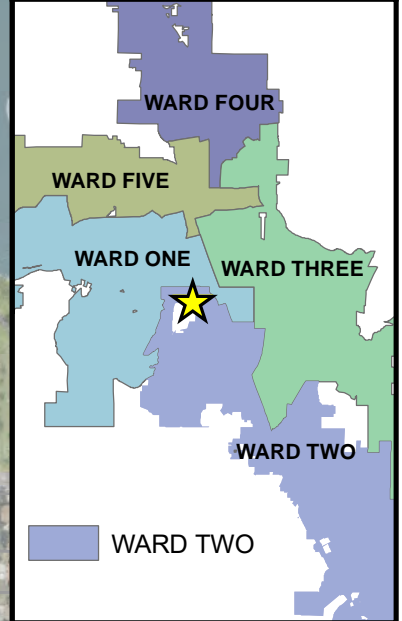



Attachment

VICINITY MAP

RTC TA Set Aside Program
 Urban Road & Plumas Street
 Sidewalk Connectivity

 Proposed Project



 The information heron is approximate and is intended for display purposes only.
 Date: 9/22/2021
 Scale: 1 in = 417 ft

Urban Sidewalk Rendering



Plumas Sidewalk Rendering

Urban Road and Plumas Street Sidewalk					
Item No.	Item and Description	Unit	Unit Cost	Quantity	Total
1	Construct PCC Curb and Gutter	LF	\$45	1,200	\$54,000
2	Construct PCC Retaining Curb	LF	\$50	350	\$17,500
3	Construct PCC Sidewalk	SF	\$15	11,500	\$172,500
4	Construct PCC Pedestrian Ramp	EA	\$5,000	2	\$10,000
5	Install Chain-Link Fence	LF	\$50	200	\$10,000
6	Install Keystone Block Wall	LF	\$200	540	\$108,000
7	Asphalt Pavement Patching	SF	\$10	4,000	\$40,000
8	Install Riprap	SF	\$5	5,000	\$25,000
9	Traffic Control	LS	\$25,000	1	\$25,000
11	Contingency	LS	\$50,000	1	\$50,000
	Subtotal				\$512,000
	Design & Construction Management	15%			\$76,800
	NDOT Oversight	LS	\$10,000	1	\$10,000
	Total				\$598,800

REGIONAL TRANSPORTATION COMMISSION

TRANSPORTATION ALTERNATIVES (TA) SET-ASIDE PROGRAM APPLICATION

<u>Applicant/Agency</u> Name: Address:	City of Sparks 431 Prater Way Sparks, NV 89431						
<u>Contact Person</u> Name: Address:Phone: Email:	Amber Sosa, P.E. City of Sparks Transportation Manager 431 Prater Way Sparks, NV 89431 775-353-7863 asosa@cityofsparks.us						
<u>Project Name</u>	School Zone Flasher Project -Van Gorder Elementary						
<u>Project Location & Project Limits</u>	Sparks, NV. Flashers are proposed to be installed on S. Florentine Drive and Jacinto Avenue						
<u>What TA category does this project fall under?</u> (check all that apply)	<input type="checkbox"/> Bicycle facility <input checked="" type="checkbox"/> Pedestrian facility <input checked="" type="checkbox"/> Safe Routes to School programs <input type="checkbox"/> Construction of scenic overlooks, vehicle turnouts and viewing areas <input type="checkbox"/> Traffic calming improvements related to improving the environment for non-motorized users <input type="checkbox"/> Inventory, control or removal of outdoor advertising <input type="checkbox"/> Historic preservation and rehabilitation of historic transportation facilities <input type="checkbox"/> Archaeological planning and research <input type="checkbox"/> Vegetation management <input type="checkbox"/> Environmental mitigation activities <input type="checkbox"/> Other: _____						
<u>Project Description</u> (please include a description of any potential safety and mobility improvements as a result of the project):	The project includes replacing three static signs with three school zone flashers, updating existing worn school signage in the area, and updating any striping associated with the school zone. The objective for this project resulted from a City of Sparks Traffic Calming Study performed in the area. The conclusion of the study is that there exist inconsistent signage and striping for the school zone which may be causing driver confusion relative to traffic calming. This project aims to provide consistency throughout the school zone area of Van Gorder Elementary School.						
<u>What is the Estimated Cost of the Project</u> <i>(Required: attach a detailed budget for this project)</i>	<table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="padding: 5px;">Total Project Cost</th> <th style="padding: 5px;">Amount Requested</th> <th style="padding: 5px;">Local 5% Match Amount</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; padding: 5px;">\$ 82,500</td> <td style="text-align: center; padding: 5px;">\$ 78,375</td> <td style="text-align: center; padding: 5px;">\$ 4,125</td> </tr> </tbody> </table>	Total Project Cost	Amount Requested	Local 5% Match Amount	\$ 82,500	\$ 78,375	\$ 4,125
Total Project Cost	Amount Requested	Local 5% Match Amount					
\$ 82,500	\$ 78,375	\$ 4,125					

<p><u>Funding: What is the Source of Matching Funds</u> (include any other additional funding sources)</p>	<p>Matching funds may be available through the City's CIP (Capital Improvement Projects) budgeting process.</p>
<p><u>Which of the following National Goals does the project support(select all that apply)?</u></p>	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Safety <input type="checkbox"/> Infrastructure condition <input type="checkbox"/> Congestion reduction <input checked="" type="checkbox"/> System reliability <input type="checkbox"/> Freight movement and economic vitality <input type="checkbox"/> Environmental sustainability <input type="checkbox"/> Reduced project delivery delays
<p><u>Project Schedule</u> Identify current project status and schedule for project delivery.</p>	<p>This project is currently conceptual. Once approval of the TA Set-Aside funding and the LPA Agreement are complete, design and construction of the project should be delivered in less than 9 months.</p>
<p><u>Project Maintenance</u> List Agency that is responsible for maintenance once project is completion.</p>	<p>City of Sparks</p>

Section 1 (Project Benefits/Safety Enhancement)

<p>Is the project in an adopted plan, study, program, mission or goal? (For example, Complete Streets Master Plan, Bicycle and Pedestrian Master Plan, Corridor Study, other Regional or Local Plan, Program, Mission or Goal?) Identify the source document below:</p> <p>City of Sparks Traffic Calming Evaluation: Florentine Dr (2020)</p> <p>Does the project provide traffic calming measures or safety measures that benefit non-vehicle road users?</p> <p>Does the project serve multiple modes of transportation?</p> <p>Does the project provide connectivity to an existing facility between or on regional roads?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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Section 2 (Environmental Justice)	
<p>Does the project serve an Environmental Justice area as identified in the 2050 RTP, Chapter 9, Environmental Justice (see attached map)?</p> <p>Are there essential services within the project area (within project limits)? Please list all services: <i>Services may include but are not limited to governmental/social services; schools, affordable housing; medical services; educational services; or other (Other may be a connection to recreational destinations).</i></p> <p>Project will impact and improve the school zone for Van Gorder Elementary School.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
Section 3 Project Readiness for Infrastructure Projects	
<p><u>Current Readiness for Constructability of Infrastructure Projects</u></p> <p>The purpose of this criterion is to encourage projects that accelerate project completion through eliminating delays in the project development and delivery. For the purpose of this scoring criterion, priority shall be given to projects that are ready to proceed to construction within a short timeframe after receiving TA Set Aside Funding. Please check one box below (if this is not an infrastructure project please go to section 4):</p> <p>Project would be relatively easy to construct and can be implemented within the next 12 months. The project does not require acquiring right-of-way, utility relocation, and/or project meets categorical exclusion.</p> <p>The project will take up to 24 months to construct. Project includes right-of-way acquisition, includes utility relocation, and/or the project will require an environmental assessment/impact statement</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
Section 4 Project Readiness for Non-Infrastructure Projects	
<p><u>Current Readiness for non-infrastructure/SRTS Educational Projects</u></p> <p>The purpose of this criterion is to encourage projects that accelerate project completion through eliminating delays in the project development and delivery. For the purpose of this scoring criterion, priority shall be given to projects that are ready to be implemented within a short timeframe after receiving TA Set Aside Funding. Please check one box below Check one box below for project readiness value:</p> <p>Educational/outreach program is established and schools/partnerships have been identified. Project evaluation is in place to measure program effectiveness. Project can be implemented within 12 months.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

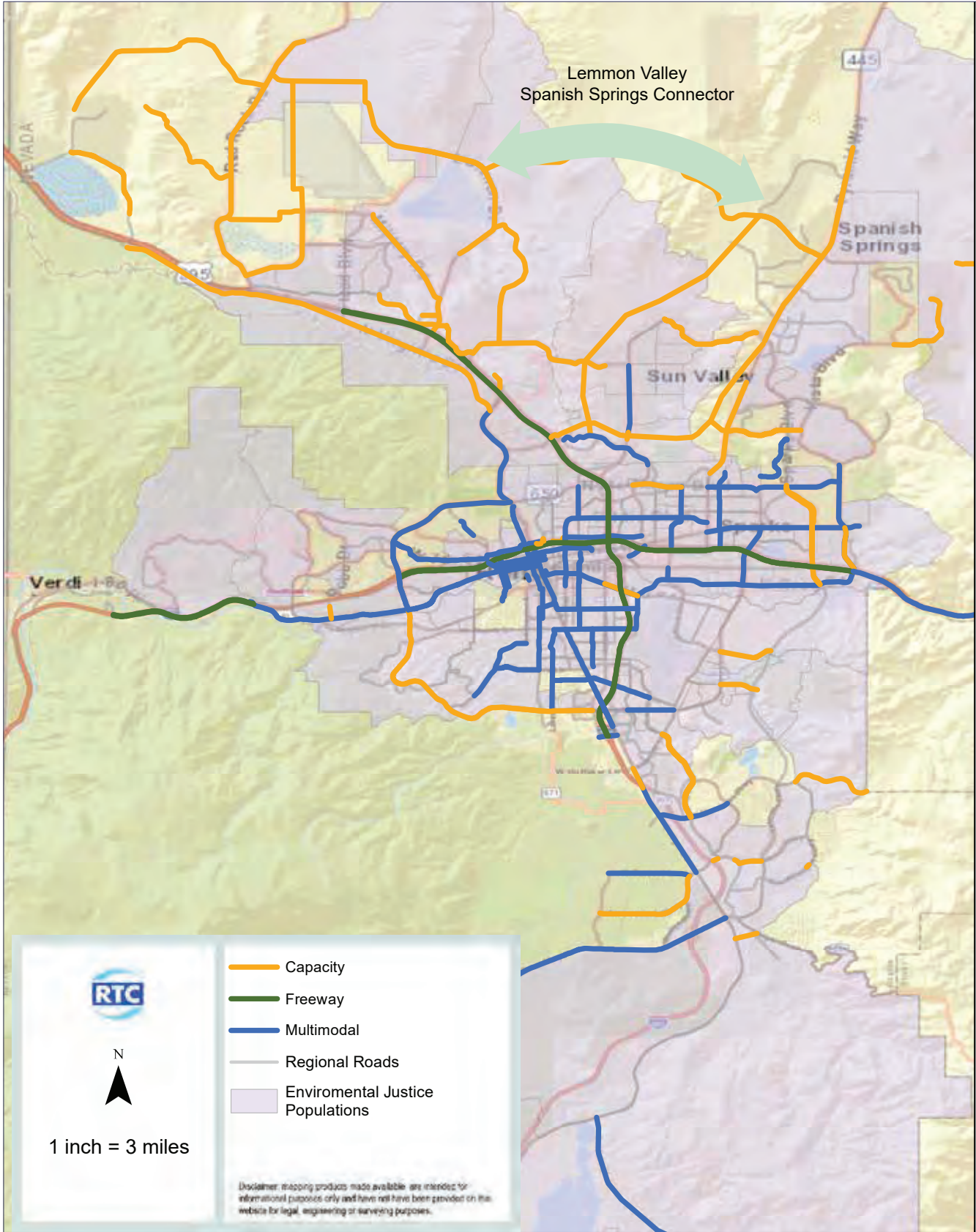
Attachment

Educational/outreach program will need to be developed, partnerships will need to be established and identified. Evaluation criteria will need to be developed to measure the effectiveness of the project. This project can be completed within 24 months.

Yes No

ENVIRONMENTAL JUSTICE POPULATIONS AND REGIONAL ROAD PROJECTS

MAP 9.6



**TA SET ASIDE PROPOSAL
CITY OF SPARKS - SCHOOL FLASHER PROJECT - VAN GORDER ELEMENTARY**

				Engineers Estimate of Probable Costs	
Bid Item	Description	Quantity	Units	Unit Price	Amount
1	Remove Existing School Zone Sign and Install School Flasher Sign	3	EA	\$15,000.00	\$45,000.00
2	Remove and Update Existing Signage	25	EA	\$300.00	\$7,500.00
3	Install Striping	1	LS	\$5,000.00	\$5,000.00
4	Force Account/ Contingency	1	LS	\$15,000.00	\$15,000.00
5	NDOT Oversight	1	LS	\$10,000.00	\$10,000.00

TOTAL	\$82,500.00
City of Sparks 5% Match	\$4,125.00
TA Set Aside Amount Requested	\$78,375.00

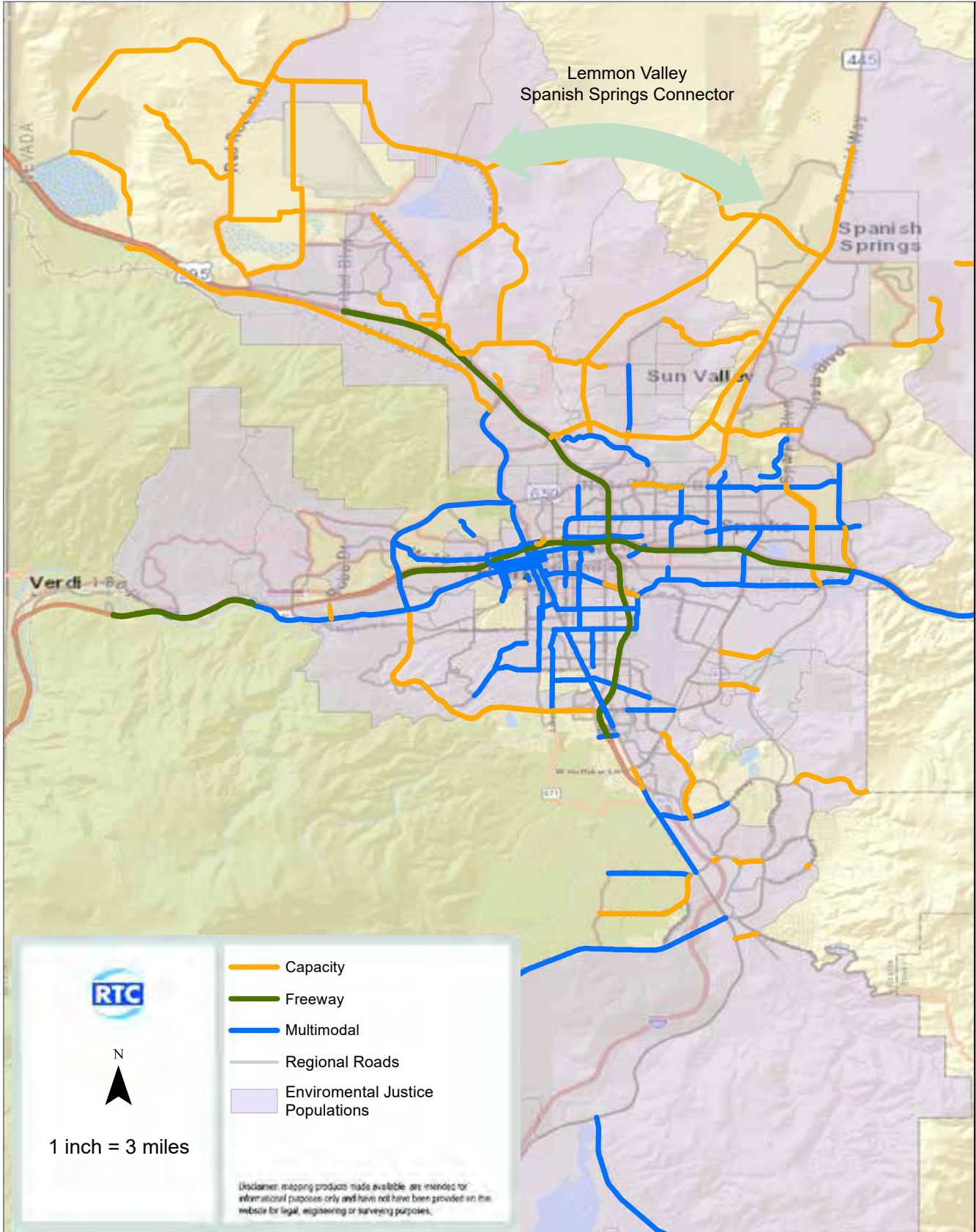
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Yes No

ENVIRONMENTAL JUSTICE POPULATIONS AND REGIONAL ROAD PROJECTS

MAP 9.6



Washoe County School District – School Police
Safe Routes to Schools
Budget FY 2022

300 Safety Vests @ \$10.00 = \$3,000.00

10 Ped in a Bag (Tall Yellow Yield) @ \$300.00 = \$3,000.00

Project Total = \$6,000.00

Amount Requested = \$5,700.00


Required Match 5% = \$300.00

REGIONAL TRANSPORTATION COMMISSION**TRANSPORTATION ALTERNATIVES (TA) SET-ASIDE PROGRAM APPLICATION**

<u>Applicant/Agency</u> Name: Address:	Washoe County School District Safe Routes To School PO Box 30425 Reno, NV 89520-3425								
<u>Contact Person</u> Name: Address:Phone: Email:	Ernest Lorentzen, Administration Police Sergeant Jason Trevino, Chief of Police PO Box 30425 Reno, NV 89520-3425 775-348-0287 elorentzen@washoeschools.net jtrevino@washoeschools.net								
<u>Project Name</u>	WCSD Transportation Alternatives Improvement Project Safe Routes To School FY 2022								
<u>Project Location & Project Limits</u>	The project is located in Washoe County, limited to K-8 schools in the Washoe County School District (WCSD).								
<u>What TA category does this project fall under?</u> (check all that apply)	<input type="checkbox"/> Bicycle facility <input type="checkbox"/> Pedestrian facility <input checked="" type="checkbox"/> Safe Routes to School programs <input type="checkbox"/> Construction of scenic overlooks, vehicle turnouts and viewing areas <input type="checkbox"/> Traffic calming improvements related to improving the environment for non-motorized users <input type="checkbox"/> Inventory, control or removal of outdoor advertising <input type="checkbox"/> Historic preservation and rehabilitation of historic transportation facilities <input type="checkbox"/> Archaeological planning and research <input type="checkbox"/> Vegetation management <input type="checkbox"/> Environmental mitigation activities <input type="checkbox"/> Other: _____								
<u>Project Description</u> (please include a description of any potential safety and mobility improvements as a result of the project):	<p>The Transportation Alternatives Improvement Project will expand the existing Safe Routes to School Program (SRTS) in Washoe County via K-8 grade schools in WCSD in FY 2022. The goal of WCSD SRTS program is to promote traffic and pedestrian safety for students who walk or ride bikes to school. Each school in WCSD has independent mission statements but consistent with all of them is the desire to create a healthy and safe learning environment. To help us accomplish these goals, WCSD SRTS has built alliances with other government agencies with similar goals and objectives.</p> <p>WCSD SRTS has specific projects that will reduce traffic speed and improve pedestrian and bicycle access. School Police/SRTS will purchase school safety equipment including safety vests and "Yield to Pedestrian" signs (Ped in a Bag) that will be placed in school crosswalks so that drivers may be aware of students walking and biking near school grounds, making the school a safer environment.</p> <p>WCSD will provide in-kind support to match the Set Aside TAP funding to cover the requested match. Please see attached budget.</p>								
<u>What is the Estimated Cost of the Project (Required: attach a detailed budget for this project)</u>	<table border="1"> <thead> <tr> <th data-bbox="537 1671 846 1724">Total Project Cost</th> <th data-bbox="846 1671 1154 1724">Amount Requested</th> <th data-bbox="1154 1671 1463 1724">Local 5% Match Amount</th> </tr> </thead> <tbody> <tr> <td data-bbox="537 1724 846 1776">\$ 6,000.00</td> <td data-bbox="846 1724 1154 1776">\$ 5,700.00</td> <td data-bbox="1154 1724 1463 1776">\$ 300.00</td> </tr> </tbody> </table>			Total Project Cost	Amount Requested	Local 5% Match Amount	\$ 6,000.00	\$ 5,700.00	\$ 300.00
Total Project Cost	Amount Requested	Local 5% Match Amount							
\$ 6,000.00	\$ 5,700.00	\$ 300.00							

<p><u>Funding: What is the Source of Matching Funds</u> (include any other additional funding sources)</p>	<p>The WCSD Capital Projects Department will be using Safety Bond Funds JL #63185 to purchase required supplies for the WCSD SRTS Program.</p>
<p><u>Which of the following National Goals does the project support(select all that apply)?</u></p>	<p><input checked="" type="checkbox"/> Safety</p> <p><input type="checkbox"/> Infrastructure condition</p> <p><input type="checkbox"/> Congestion reduction</p> <p><input type="checkbox"/> System reliability</p> <p><input type="checkbox"/> Freight movement and economic vitality</p> <p><input type="checkbox"/> Environmental sustainability</p> <p><input type="checkbox"/> Reduced project delivery delays</p>
<p><u>Project Schedule</u> Identify current project status and schedule for project delivery.</p>	<p>The Washoe County Safe Routes To School was established in 2009 with service to four WCSD schools. It now services all of the K-8 schools throughout the District. It brings together WCSD School Police as well as Reno PD, Sparks PD, Washoe County Sheriff's Office, and NHP. Along with law enforcement, WCSD SRTS works to meet common goals that other community agencies and committees have such as Washoe County Air Quality Control Management Division, Washoe County Health District, Renown, Safe Kids, NDOT, RTC, Kiwanis, Washoe County Capital Projects, Nevada Wellness, City of Reno, City of Sparks, and Washoe County Engineer and traffic divisions, and the Truckee Meadows Bike Alliance. With the Set Aside funding, WCSD SRTS will continue this work and expand during FY 2022. WCSD SRTS will purchase and dispense the movable yield signs (Ped in a Bag) and vests. Estimated product purchase will be within six months of the notice to proceed. Delivery of safety equipment will be the following school year after purchase.</p>
<p><u>Project Maintenance</u> List Agency that is responsible for maintenance once project is completion.</p>	<p>N/A.</p>

Section 1 (Project Benefits/Safety Enhancement)

<p>Is the project in an adopted plan, study, program, mission or goal? (For example, Complete Streets Master Plan, Bicycle and Pedestrian Master Plan, Corridor Study, other Regional or Local Plan, Program, Mission or Goal?) Identify the source document below:</p> <p>SRTS follows the current RTP and supports the goals of the RTP </p> <p>Does the project provide traffic calming measures or safety measures that benefit non-vehicle road users?</p> <p>Does the project serve multiple modes of transportation?</p> <p>Does the project provide connectivity to an existing facility between or on regional roads?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
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Section 2 (Environmental Justice)	
<p>Does the project serve an Environmental Justice area as identified in the 2050 RTP, Chapter 9, Environmental Justice (see attached map)?</p> <p>Are there essential services within the project area (within project limits)? Please list all services: <i>Services may include but are not limited to governmental/social services; schools, affordable housing; medical services; educational services; or other (Other may be a connection to recreational destinations).</i></p> <p>This project serves Environmental Justice areas, specifically elementary schools. The essential services funded by this grant will be used in the Washoe County K-8 schools.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
Section 3 Project Readiness for <u>Infrastructure Projects</u>	
<p><u>Current Readiness for Constructability of Infrastructure Projects</u></p> <p>The purpose of this criterion is to encourage projects that accelerate project completion through eliminating delays in the project development and delivery. For the purpose of this scoring criterion, priority shall be given to projects that are ready to proceed to construction within a short timeframe after receiving TA Set Aside Funding. Please check one box below (if this is not an infrastructure project please go to section 4):</p> <p>Project would be relatively easy to construct and can be implemented within the next 12 months. The project does not require acquiring right-of-way, utility relocation, and/or project meets categorical exclusion.</p> <p>The project will take up to 24 months to construct. Project includes right-of-way acquisition, includes utility relocation, and/or the project will require an environmental assessment/impact statement</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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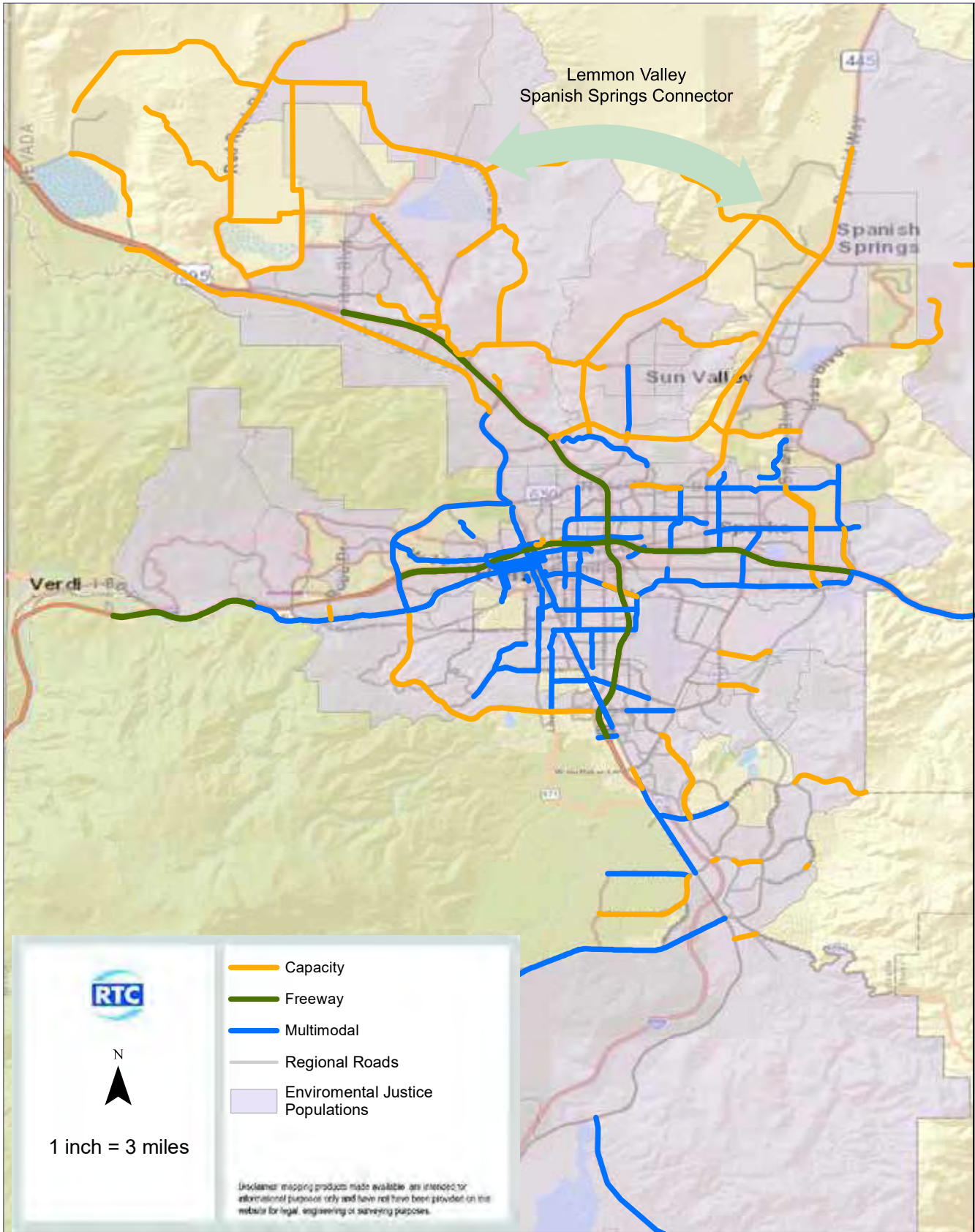
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Yes No

ENVIRONMENTAL JUSTICE POPULATIONS AND REGIONAL ROAD PROJECTS

MAP 9.6



Washoe County School District – School Police
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REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 4.18

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

RECOMMENDED ACTION

Approve a Contract with CA Group, Inc., for consulting services on the Verdi Area Multimodal Transportation Study in an amount not-to-exceed \$97,150.00.

BACKGROUND AND DISCUSSION

The purpose of the Verdi Area Multimodal Transportation Study is to identify needs and transportation improvements in the study area. The study will focus on traffic operations analysis and improvements, safety improvements, pedestrian and bicycle connectivity, and transit service needs on freeways, regional roads, and regionally significant roads identified by the project team.

Proposals were received in response to the Request for Proposal of the Verdi Area Multimodal Transportation Study. The technical evaluation of the proposals was conducted by an evaluation committee, composed of five individuals from the RTC, the City of Reno and Washoe County. All members of the evaluation committee evaluated and scored the technical proposals independently in accordance with the evaluation criteria set forth in the solicitation. The proposal from CA Group, Inc., received the highest score. The Evaluation Committee held a consensus meeting and recommended awarding the contract to CA Group, Inc.

FISCAL IMPACT

Funding for this item is included in the FY 2022 – FY 2023 Unified Planning Work Program (UPWP).

PREVIOUS BOARD ACTION

April 16, 2021	Approved the FY 2022 – FY 2023 UPWP
August 20, 2021	Approved the RFP

ATTACHMENT(S)

A. Professional Services Agreement

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of December 20, 2021, by and between the Regional Transportation Commission of Washoe County (“RTC”) and CA Group, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform professional services in connection with the Verdi Area Multimodal Transportation Study; and

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

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through June 30, 2023, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the Proposal. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Services (Tasks 1 to 5)	\$97,150.00
Total Not-to-Exceed Amount	\$97,150.00

3.3. For any work authorized under Section 2.4, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.4, "Additional

Services,” when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.

- 3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT’s indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the Agreement is excluded from this requirement. CONSULTANT and its sub-consultants shall convey and transfer all copyrightable

interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

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

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Xuan Wang
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 332-9521

CONSULTANT: Chad Anson, P.E.
Vice President
CA Group, Inc.
1135 Terminal Way, Suite 106
Reno, NV 89502
(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.

ARTICLE 16 - FEDERAL FORMS AND CLAUSES

- 16.1. CONSULTANT has completed and signed the following: (1) Affidavit of Non-Collusion; (2) Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (3) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using Federal Appropriated Funds, and "Instructions for Completion of SF-LLL, Disclosure of

Lobbying Activities”. CONSULTANT affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.

- 16.2. This Agreement is funded in whole or in part with money administered by the Nevada Department of Transportation on behalf of the Federal Highway Administration. As a condition for receiving payment under this Agreement, CONSULTANT agrees to comply with the federally required clauses set forth in Exhibit D, E and F.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

CA GROUP, INC.

By: _____
Chad Anson, P.E., Vice President

Attachment A

Scope of Services Verdi Area Multimodal Transportation Study

Introduction:

This scope of work is for the multimodal transportation study of the Verdi area. The purpose of the study is to identify needs and transportation improvements for regional roads in the study area. The study will focus on traffic operations analysis and improvements, safety improvements, pedestrian and bicycle connectivity, and transit service needs on freeways, regional roads, and regionally significant roads identified by the project team. The study is generally in the Verdi area as shown in the map below. Specific study area boundary will be determined in coordination with the project team.

Study Area Map



Objective:

Identify and evaluate potential multimodal transportation improvements for regional roads in the Verdi area. The study will provide a strategy for developing transportation improvements according to adjacent planned and existing land use. Consultant will coordinate with the Nevada Department of Transportation (NDOT) to identify potential improvements to I-80 and freeway interchanges in the study area.

Task 1: Project Management

- 1.1 Invoicing and Progress Reports - Consultant will prepare the monthly progress reports, invoices, and billing.
- 1.2 Coordination - Consultant will organize an initial meeting with RTC to establish study goals and objectives. Coordination with the RTC project manager and staff will be ongoing throughout the project. It is anticipated that the consultant will communicate with the project management team through brief bi-weekly online meetings.
- 1.3 Management Plan - The consultant shall provide a management plan that identifies a team organizational structure and anticipated steps and processes required to complete the study. This will include a project schedule and budget for each task and corresponding deliverables, and progress reports.

Task 2: Existing and Future Conditions Analysis

- 2.1. Existing Studies - Review existing traffic and land use development studies that are relevant to the Verdi area and incorporate them into the analysis. Review recent and planned improvements.
- 2.2 Traffic Analysis – Identify a list of study intersections in the area in coordination with the project team. Utilize recent peak hour morning and evening turning movement data at the intersections during a typical workday when school is in session to a qualitative assessment of existing traffic operations. Analyze system performance based on the data collected. Develop 2050 traffic volumes on the regional network to conduct a qualitative assessment of the roadway network and ability to handle projected traffic volumes. Review truck routes and truck traffic and safety in the area.
- 2.3 Land Use Analysis - Collect information about zoning, current land use, and planned land use/redevelopment, including Verdi area schools, major commercial, industrial and residential developments. Coordinate with the Truckee Meadows Regional Planning Agency (TMRPA) to update information about proposed developments in the area. Coordinate with Washoe County School District and major land-use developments that have the potential to significantly impact the travel demand or traffic operations in the study area. Develop a memo to document all land-use changes compared with the 2020 consensus forecast, which was used in the RTC's travel demand model. Provide a summary that can be used by the RTC to update the travel demand model land use data and reflect the development forecasts. Travel demand modeling will be

conducted by the RTC, and outputs will be provided to the consultant. The consultant will adjust raw model results following the RTC's direction.

- 2.4 Safety Analysis – Collect available crash statistics, including bicycle and pedestrian related crashes. Analyze potential safety issues and contributing factors on the study roadway segments and intersections, including lighting, speed, railroad crossings, roadside hazards etc.
- 2.5 Transit Analysis – Document existing transit service and ridership trends in the immediate study area. This includes an analysis of the existing FlexRIDE service in the study area. Coordinate with the RTC Public Transportation and Operations Department to identify future transit service needs, potential improvements, and park and ride options.
- 2.6 Pedestrian, Bicycle, ATV Routes Analysis – Document the location of existing pedestrian and bicycle facilities connectivity of the network in the study area. Address community concerns related to off-road vehicle routes. Provide improvement strategies to ensure safe travel for all modes.

Task 3: Public and Agency Involvement

- 3.1 Project Technical Advisory Committee Meetings – Facilitate up to five (5) project TAC meetings that will be held during the planning study to review study issues and results. These meetings may be in person or online.
- 3.2 Public Information Meetings/ Planning Workshops – Facilitate up to two (2) public information meetings, in an open-house/workshop format during the project. Conduct outreach to area residents and business/property owners and community groups. Provide online meeting options depending on the social distancing requirements at the time. It is assumed RTC will cover all direct costs such as mailers, advertising, translator, and court report if required.
- 3.3 Agency Meetings – Present the project at community and stakeholder meetings including WARD 5 Neighborhood Advisory Board (NAB) and West Truckee Meadows/Verdi Township Citizens Advisory Board (CAB) meetings.
- 3.4 RTC Technical Advisory Committee (RTC TAC) and Citizens Multimodal Advisory Committee (CMAC) Meetings – Make two presentations to the RTC TAC and CMAC (four meetings total).

Task 4: Develop and Evaluate Alternatives

4.1 Develop a vision statement and associated goals for the study. This multimodal vision statement should incorporate community and stakeholder input and include the integration of transportation, land use, and community needs. The role the Verdi area serves relative to different transportation modes (auto, transit, bicycle, and pedestrian) should be considered. Goals for the area should take into account existing and future land use.

4.2 Roadway and Traffic Improvements - Develop and evaluate short and long-term roadway and intersection improvements, including the following:

- *Traffic signal upgrades*
- *Travel lane configurations*
- *Freeway capacity needs*
- *Speed limit changes*
- *Intersection/ interchange configurations and potential roundabouts*
- *Signs and markings improvements*
- *Traffic calming measures*
- *School zone operational & safety improvements*
- *Parking needs*

Detailed Designs, Right-of-Way Determination, and Change of Access Reports are not included in this Scope of Work but may be included under contract amendment

4.3 Transit Improvements – Develop and evaluate short and long-term transit improvements based on the Short Range Transit Plan, including the following:

- *Potential needs for transit service*
- *Potential improvements to the existing FlexRIDE*
- *Potential park and ride lots*

4.4 Pedestrian and Bicycle Improvements – Develop and evaluate improvements to pedestrian and bicycle facilities, including sidewalks, bicycle lanes, multi-use paths, and streetscape improvements at a planning level.

Task 5: Report Preparation

- 5.1. Draft Report - Prepare a concise and focused draft report including graphics and illustrations of alternatives. The report will include typical cross-sections, conceptual design level exhibits for roadway and intersection improvements, concept layouts of other improvements, and planning level cost estimates.
- 5.2 Revised Report – Revise the draft report based on comments from the RTC, NDOT, the City of Reno, and Washoe County. Present revised report to TAC, CMAC, and the public.
- 5.3 Final Report – Incorporate comments from TAC and CMAC members and the public and produce the Final Report.

Deliverables

1. Meeting materials and displays for public, stakeholder, and RTC TAC/CMAC/Board meetings
2. Provide an electronic copy of the draft report to the RTC for review and distribution.
3. Provide an electronic copy of the final report.

Project Milestones:

- Project coordination meeting with RTC, NDOT, the City of Reno, and Washoe County – Month 1
- Project TAC Kickoff Meeting – Month 2
- Public Information/Workshop Meeting #1 – Month 4
- Public Information/Workshop Meeting #2 – Month 7
- Draft Report – Month 10
- Revised Report – Month 11
- Final Report – Month 12

Exhibit B

Contract Information: Verdi Area Corridor Study
Consultant Information: CA Group
Project Manager: Xuan Wang

Tasks		Billable Rate	\$1.00	\$260.00	\$175.00	\$160.00	\$120.00	\$80.00	\$150.00	\$160.00	\$1.00			
Name		Human Resources (Hours)												
Task No.	Description	Project Principal	Project Manager	Sr. Planner & Engineer	Planner & Engineer	Jr. Planner & Engineer	Clerical & Technical Editor	GIS/CADD	Public Liason		Total Labor Hours	Loaded Labor Costs	Subconsultant Hours	Subconsultant Costs
1	Project Management													
1.1	Invoicing and Progress Reports		4								4	\$1,040	13	\$2,061
1.2	Coordination		12								12	\$3,120	3	\$592
1.3	Management Plan		4								4	\$1,040	1	\$197
	Hours Subtotal:	0	20	0	0	0	0	0	0	0	20		17	
	Cost Subtotal:	\$0.00	\$5,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$5,200.00		\$2,850
2	Existing and Future Conditions Analysis													
2.1	Existing Studies				4						4	\$640	46	\$6,693
2.2	Traffic Analysis				10	16					26	\$3,520		\$0
2.3	Land Use Analysis				2						2	\$320	42	\$7,016
2.4	Safety Analysis		2		32						34	\$5,640		
2.5	Transit Analysis				2						2	\$320	34	\$5,488
2.6	Pedestrian, Bicycle, ATV Routes Analysis		2		16						18	\$0		
	Hours Subtotal:	0	4	0	66	16	0	0	0	0	86		122	
	Cost Subtotal:	\$0.00	\$1,040.00	\$0.00	\$10,560.00	\$1,920.00	\$0.00	\$0.00	\$0.00	\$0.00		\$13,520.00		\$19,197
3	Public and Agency Involvement													
3.1	Project Technical Advisory Committee Meeting		8		8						16	\$3,360	20	\$3,696
3.2	Public Information Meeting/Planning Workshops		8		16						24	\$4,640	16	\$2,957
3.3	Agency Meetings		2								2	\$520	32	\$5,914
3.4	RTC TAC and CMAC Meetings		2								2	\$520	16	\$2,957
	Hours Subtotal:	0	20	0	24	0	0	0	0	0	44		84	
	Cost Subtotal:	\$0.00	\$5,200.00	\$0.00	\$3,840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$9,040.00		\$15,524
4	Implementation and Financing Plan													
4.1	Develop Vision Statement and Study Goals		2		2						4	\$840	6	\$1,084
4.2	Roadway and Traffic Improvements		2		16	16					34	\$5,000		
4.3	Transit Improvements		2								2	\$520	6	\$1,084
4.4	Pedestrian and Bicycle Improvements		2								2	\$520	6	\$1,084
	Hours Subtotal:	0	8	0	18	16	0	0	0	0	42		18	
	Cost Subtotal:	\$0.00	\$2,080.00	\$0.00	\$2,880.00	\$1,920.00	\$0.00	\$0.00	\$0.00	\$0.00		\$6,880.00		\$3,252
5	Report Preparation													
5.1	Draft Report		6		32		16				54	\$7,960	20	\$3,646
5.2	Revised Report		4		16						20	\$3,600	4	\$789
5.3	Final Report		2		12						14	\$2,440	18	\$3,252
	Hours Subtotal:	0	12	0	60	0	16	0	0	0	88		42	
	Cost Subtotal:	\$0.00	\$3,120.00	\$0.00	\$9,600.00	\$0.00	\$1,280.00	\$0.00	\$0.00	\$0.00		\$14,000.00		\$7,687
	Overall Hours Totals:	0	64	0	168	32	16	0	0	0	280		283	
	Loaded, OH Costs Totals:	\$0	\$16,640	\$0	\$26,880	\$3,840	\$1,280	\$0	\$0	\$0		\$48,640.00		\$48,510

BASIC SCOPE CONTRACT SUMMARY	
Total Estimated Basic Direct Labor Cost:	\$48,640
Optional Services:	\$0
Subconsultants:	\$48,510
Direct Expenses:	\$0
Contingency:	\$0
Total Estimated Services:	\$97,150

CONTRACT TOTALS			
	Labor Hours	Task Subtotal	Item
Task 1	20	\$5,200	Project Management
Task 1	17	\$2,850	Parametrix
Task 2	86	\$13,520	Existing and Future Conditions Analysis
Task 2	122	\$19,197	Parametrix
Task 3	44	\$9,040	Existing and Future Conditions Analysis
Task 3	84	\$15,524	Parametrix
Task 4	42	\$6,880	Implementation and Financing Plan
Task 4	18	\$3,252	Parametrix
Task 5	88	\$14,000	Report Preparation
Task 5	42	\$7,687	Parametrix
Study Subtotal		\$97,150	

Exhibit C

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE AGREEMENTS

2020-08-27 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. The CONSULTANT agrees that RTC has the right to inspect CONSULTANT'S and the Sub's insurance policies, or certified copies of the policies, upon requests. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe

County, 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 \$5,000 per occurrence or claim must be declared to RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be declared to the RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

- A. Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at RTC's option.
- B. If CONSULTANT fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, RTC shall have the right, but not the obligation, to purchase said insurance at CONSULTANT's expense.
- C. Any waiver of CONSULTANT's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of RTC. Failure of RTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RTC to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, and such coverage and limits shall not be deemed as a limitation on CONSULTANT's liability under the indemnities granted to RTC in this contract.
- E. If CONSULTANT'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

CONSULTANT waives all rights against RTC, its elected officials, officers, employees and agents for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. CONSULTANT shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

Exhibit D

Federally Required Clauses

1. **PROMPT PAYMENT PROVISION**

CONSULTANT must pay all subconsultants for satisfactory performance of their contracts no later than thirty (30) days from the receipt of payment made to CONSULTANT by RTC. Prompt return of retainage payments from CONSULTANT to the subconsultants will be made within fifteen (15) days after each subconsultant's work is satisfactorily completed. Any delay or postponement of payment among the parties may take place only for good cause and with RTC's prior written approval. If CONSULTANT determines the work of the subconsultant to be unsatisfactory, it must notify RTC's project manager immediately in writing and state the reasons. The failure by CONSULTANT to comply with this requirement will be construed to be a breach of the Contract and may be subject to sanctions as specified in the Contract or any other options listed in 49 C.F.R. 26.29.

2. **NONDISCRIMINATION**

During the performance of this Contract, CONSULTANT, for itself, its assignees, and successors in interest, agrees as follows:

A. **Compliance with Regulations.** CONSULTANT shall comply with the regulations relative to nondiscrimination in DOT-assisted programs, 49 C.F.R. Part 21, as they may be amended from time to time (referred to in this section as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

B. **Nondiscrimination.** CONSULTANT shall not discriminate on the grounds of age, race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

C. **Solicitations for Subcontracts, including Procurement of Materials and Equipment.** In all solicitations, whether by competitive proposing or negotiation made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier must be notified by CONSULTANT of CONSULTANT's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex, or national origin.

D. **Information and Reports.** CONSULTANT must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by RTC to be pertinent to ascertain compliance with such Regulations, orders, and instructions.

Where any information is required, or the information is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT must so certify to RTC, and must set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this Contract, RTC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (1) withholding of payments to CONSULTANT under the Contract until CONSULTANT complies, and/or (2) cancellation, termination, or suspension of the Contract, in whole or in part.

CONSULTANT shall include the provisions of this clause in every subcontract. CONSULTANT must take such action with respect to any subcontract or procurement as RTC may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, if CONSULTANT becomes involved in or is threatened with litigation with a subconsultant as a result of such direction, CONSULTANT may request RTC to enter into the litigation to protect the interests of RTC.

3. AFFIRMATIVE ACTION IN EMPLOYMENT

CONSULTANT shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973 (the "Rehabilitation Act").

A. CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Rehabilitation Act.

C. In the event of CONSULTANT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Rehabilitation Act.

D. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state CONSULTANT's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. CONSULTANT shall include the provisions of this clause in every subcontract or

purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Transportation issued pursuant to Section 503 of the Rehabilitation Act, so that such provisions will be binding upon each subconsultant or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 C.F.R. 60-741.4.4).

4. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

In accordance with 18 U.S.C. 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

5. INTEREST OF PUBLIC OFFICIALS

No member, officer, or employee of any public body, during his tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the benefits thereof.

6. CIVIL RIGHTS

The following requirements apply to the underlying Contract:

A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability.

B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

- (1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, creed,

national origin, sex, or age. Such action must include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- (2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age.
- (3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

C. CONSULTANT also agrees to include these requirements in each subcontract.

7. INELIGIBLE CONSULTANTS

In the event CONSULTANT is on the Comptroller General's List of Ineligible Consultants for Federally financed or assisted projects, this contract may be canceled, terminated, or suspended by RTC.

8. NOTICE OF FEDERAL REQUIREMENTS

New Federal laws, regulations, policies, and administrative practices may be established after the date of this Contract, which may apply to this Contract. If Federal requirements change, the changed requirements will apply to the Contract or the performance of work under the Contract as required. All standards or limits set forth in this Contract to be observed in the performance of the work are minimum requirements.

9. THIRD-PARTY RIGHTS

Notwithstanding anything herein to the contrary, the services provided under this Agreement shall not give rise to, nor shall be deemed to or construed so as to confer any rights on any other party, as a third-party beneficiary or otherwise.

10. RECORDS RETENTION; AUDIT AND INSPECTION OF RECORDS

A. CONSULTANT shall permit the authorized representatives of RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives to inspect and audit all data and records of CONSULTANT relating to its performance under the contract until

the expiration of three (3) years after final payment under this Contract.

B. CONSULTANT further agrees to include in all subcontracts hereunder a provision to the effect that the subconsultant agrees that RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subconsultant directly pertinent to this contract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

C. The periods of access and examination described above, for records which relate to (1) appeals under the dispute clause of this Contract, (2) litigation or the settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract to which an exception has been taken by the U.S. Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

A. RTC and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to RTC, Consultant, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

B. CONSULTANT agrees to include the above clause in each subcontract. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

A. This Contract is a covered transaction for purposes of 2 C.F.R. Part 1200 and 2 C.F.R. Part 180. As such, CONSULTANT is required to verify that none of CONSULTANT, its principals, as defined at 2 C.F.R. 180.995, or affiliates, as defined at 2 C.F.R. 180.905, are excluded or disqualified as defined at 2 C.F.R. 180.940 and 180.945.

B. CONSULTANT is required to comply with 2 C.F.R. 180, Subpart C, and must include the requirement to comply with 2 C.F.R. 180, Subpart C, in all contracts for lower-tier transactions over \$25,000 and in all solicitations for lower tier contracts.

C. CONSULTANT agrees that it shall not knowingly enter into any lower-tier covered

transaction with a person or firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract.

13. COMPLIANCE WITH FEDERAL LOBBYING POLICY

Section 1352 of Title 31, United States Code, provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person by influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement.

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

CONSULTANT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

14. REPORTING REQUIREMENTS

CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by RTC or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to RTC, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

Exhibit E

During the performance of this contract, CONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes subconsultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of

equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

SAMPLE

Exhibit F

During the performance of this contract, CONSULTANT, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability), and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against

minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 4.19

From: Stephanie Haddock, Director of Finance/CFO

RECOMMENDED ACTION

Award a five-year contract to Crowe LLP as Certified Auditor of Record for the Regional Transportation Commission.

BACKGROUND AND DISCUSSION

The Regional Transportation Commission (RTC) is required by Nevada Revised Statutes (NRS 354.624) and Federal regulations to have an annual Certified Audit completed by Independent Certified Public Accountants.

The audit must be conducted in accordance with U.S. Generally Accepted Auditing Standards and with Government Auditing Standards (Yellow Book). Government Auditing Standards require testing and reporting on compliance with laws, regulations and contracts and on internal control over financial reporting. Additionally, RTC is subject to the Single Audit Act. The deliverables for the engagement will be:

- An audit opinion on the basic financial statements.
- A report on compliance with laws, regulations and contracts that may have a material effect on the financial statements and on RTC's internal control over financial reporting for each year.
- A report on compliance with the requirements applicable to each major program and on internal control over compliance in accordance with Title 2 U.S. Code of Federal Regulation (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).
- Written recommendations that are to be presented to the members of the Commission in conjunction with each annual audit.

FISCAL IMPACT

The five-year fiscal impact associated with this contract is \$634,467.

PREVIOUS BOARD ACTION

April 20, 2017 Authorize the Executive Director to award a five-year contract to Crowe LLP.

ATTACHMENT(S)

- A. Draft five year contract with Crowe LLP

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement (“Agreement”) is dated and effective as of January 1, 2022, by and between the Regional Transportation Commission of Washoe County (“RTC”), and Crowe LLP (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC desires to obtain the services of CONSULTANT to provide required audit services, all as more specifically described below; and

WHEREAS, CONSULTANT has the necessary experience and qualifications to perform the services; and

WHEREAS, RTC and CONSULTANT desire to provide a full statement of their respective rights, obligations and duties in connection with the performance of CONSULTANT’s duties hereunder.

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

A. TERM OF AGREEMENT

1. The term of this Agreement shall commence on the effective date above and shall end on December 31, 2024.
2. RTC may extend the term of the Agreement for up two (2) additional one-year terms. The first option to renew shall extend the term of the Agreement from January 1, 2025 through December 31, 2025. The second option to renew shall extend the term of the Agreement from January 1, 2026 through December 31, 2026. Each option year shall be deemed to have been exercised unless, at least thirty (30) days prior to the end of the current term, RTC notifies CONSULTANT that it does not intend to exercise the option.

B. SCOPE OF SERVICES

CONSULTANT shall perform and accomplish the professional services set forth in the “Scope of Work” attached hereto as Exhibit A in a professional and timely manner. Every year, CONSULTANT will provide an annual audit engagement letter that complies with Government Auditing Standards. The Annual Audit Engagement Letter that will be provided for FY 2022 is attached as Exhibit D, which is incorporated herein and made a part hereof. In the event of a conflict between the terms of the Annual Audit Engagement Letter (Exhibit D) and the terms hereof this Agreement, the terms of the Annual Audit Engagement Letter shall control.

C. PAYMENTS TO CONSULTANT

1. Compensation. RTC shall pay the CONSULTANT a fixed fee for services in each fiscal year in an amount not-to-exceed the “Fee Schedule and Costs” attached as Exhibit B.

2. Compensation for Additional Services. If RTC makes a written request for additional tasks or services that CONSULTANT believes to be outside the scope of the work contemplated by this Agreement, CONSULTANT must submit its request for additional charges to RTC's Director of Finance for approval prior to any cost being incurred. This Agreement must be amended to add any additional tasks or services.
3. Method and Time of Payment. Payment for services shall be made in the following manner:
 - a. The fixed fee shall be payable in three equal payments each fiscal year. CONSULTANT may submit the first invoice on or after June 30, the second invoice on or after October 15, and the third invoice on or after November 25.
 - b. Invoices must be submitted to accountspayable@rtcwashoe.com.
 - c. Subject to RTC review and approval of invoices, RTC shall pay CONSULTANT within thirty (30) calendar days after the date of the invoice.
4. Compensation after Termination. If this Agreement is terminated, CONSULTANT shall be paid for services provided after the period covered by the last invoice through the date of receipt of written notice of termination.

D. OTHER PROVISIONS

1. Time is of the Essence. Not applicable.
2. Non-Transferability. This Agreement is for CONSULTANT's professional services, and CONSULTANT's rights and obligations hereunder may not be subcontracted or assigned without the prior written consent of RTC. However, nothing in this Agreement, applicable policies, or other agreement between the parties, will prohibit Consultant from utilizing third-party providers in the ordinary course of Consultant's business operations, including without limitation, third-party providers such as Microsoft, Rackspace, Consultant subsidiaries (including Crowe Horwath IT Services LLP and Crowe Healthcare Risk Consulting LLC), information security providers, and other ordinary-course providers. The limitations on RTC's remedies vis-à-vis Consultant in this Agreement will also apply to any subcontractors and any ordinary-course providers. RTC will bring any claim for a violation of the obligations in this Agreement only against Consultant, and Consultant subcontractors and ordinary-course providers will not have liability to RTC arising out of this Agreement.
3. Termination.
 - a) RTC shall have the right to cancel this Agreement at its sole discretion upon thirty (30) days prior written notice given pursuant to Paragraph 6 of this section. In the event of such cancellation by RTC, CONSULTANT shall be paid pursuant to section C-1 for work completed through the effective date of termination.

ATTACHMENT A

- b) If CONSULTANT provides notice that it is unwilling or unable to complete the tasks or services contracted to herein, CONSULTANT shall be deemed to be in default. In such event, RTC shall have the option of declaring the contract terminated or hiring another consultant for the remainder of the existing term. CONSULTANT shall be liable to RTC for any reasonable additional consultant fees incurred to obtain replacement services.
4. Relationship of Parties. CONSULTANT is an independent contractor to RTC under this Agreement. 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 the RTC Executive Director in the exercise of his reasonable discretion, with services being provided by CONSULTANT to RTC or significantly impede or impair CONSULTANT's ability to provide the services contracted for in this Agreement. CONSULTANT is not entitled to participate in any retirement, deferred compensation, health insurance plans, or other benefits RTC provides to its employees.
5. Notices. Any notice or communication required or permitted to be served on a party hereto may be served by personal delivery to the office of the person or persons identified below. Service may also be affected by registered or certified mail, by placing the notice or communication in an envelope addressed as indicated below, and depositing said envelope in the U.S. Mail.

RTC: Bill Thomas, AICP
Executive Director
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89520
(775) 348-0400

CONSULTANT: Scott R. Nickerson
Audit Partner
Crowe, LLP
3815 River Crossing Parkway, Suite 300
Indianapolis, Indiana 40977
(317) 569-8989

The person to be served and the address shown above may be changed at any time by notice to the other parties. Service shall be completed upon personal delivery or three (3) days following the time the notice is sent by U.S. Mail, registered or certified, with postage prepaid.

6. 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.

ATTACHMENT A

7. Nevada Law Applies. 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.
8. Exclusive Agreement. There are no verbal agreements, representations, or understandings affecting this Agreement, and all negotiations, representations, and undertakings are set forth herein with the understanding that this Agreement constitutes the entire understanding by and between the parties.
9. Amendments. No alteration, amendment, or modification of this Agreement shall be effective unless it is in writing and signed by both parties.
10. Regulatory Compliance. CONSULTANT shall comply with all applicable federal, state and local government laws, regulations, and ordinances.
11. 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.

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

CROWE, LLP

By: _____
Scott Nickerson, Audit Partner

Exhibit A

Scope of Services

The RTC is required to have a Financial Compliance Audit conducted each fiscal year in accordance with the AICPA Audit and Accounting Guide, Audits of State and Local Governmental Units; GASB Codification of Governmental Accounting and Financial Reporting Standards; Governmental Auditing Standards, issued by the Comptroller General of the U.S.; and Title 2 U.S. Code of Federal Regulation (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). The audit may include other tests of accounting data and procedures as considered necessary by the auditor. Audit will also include one major program for OMB Uniform Guidance compliance audit purposes.

Scope of Audit

The Single Audit Act provides that:

1. The audit shall be made by an independent auditor. An “independent auditor” means (1) a state or local government auditor who meets the independence standards specified in the generally accepted government auditing standards, or (2) a public accountant who meets such independence standards.
2. The audit shall be made in accordance with generally accepted audit standards covering financial and compliance audits. These standards mean the “Standards for Audit of Governmental Organizations, Programs, Activities and Functions” developed by the Comptroller General (GAO).
3. As required by generally accepted auditing standards, the auditor should plan and perform the examination to search for errors or irregularities, including fraud or defalcations, which might be material to the financial statements. However, any such examination is not a guarantee of the accuracy of the financial statements and is subject to the inherent risk that errors, irregularities or other illegal acts, if they exist, might not be detected. If the auditor becomes aware of any such matters during the course of the examination, he will bring them to the RTC’s attention.
4. The auditor shall cover the entire operations of the local government.

Requirements of the Auditor

The audit must be conducted in accordance with NRS 354.624 and Title 2 U.S. Code of Federal Regulation (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) which specifies that the auditor shall determine whether:

1. The financial statements of the government, department, agency or establishment present fairly its financial position and results of its financial operations in accordance with generally accepted accounting principles (GAAP).
2. The organization has internal accounting and other control systems to provide reasonable assurance that it is managing Federal financial assistance programs in compliance with applicable laws and regulations.
3. The organization has complied with laws and regulations that may have material effect on its financial statements and on each major Federal assistance program.

Schedule of Services

The audit services will be for each fiscal year (July 1 through June 30) pursuant to the following schedule:

1. Preliminary work to closing of accounts to begin after June 1.
2. Post-closing work should begin no earlier than October 1.
3. The preliminary report should be completed by November 1.
4. The final report must be submitted to the CFO and Commission by November 30 and will be presented to the Commission at each December RTC Board Meeting.

Reports Required

The following are reports required, as a minimum, at the conclusion of the audit.

1. The audit report on the basic financial statements shall state that the audit was made in accordance with Government Auditing Standards and Title 2 U.S. Code of Federal Regulation (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). The audit report should also reflect that the accompanying information to the basic financials, including the supplementary information, and the schedule of expenditures of federal awards, have been subjected to the auditing procedures applied in the audit of the basic financial statements.
2. Report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Governmental Auditing Standards.
3. Report on compliance with requirements applicable to each major program and on internal control over compliance in accordance with Title 2 U.S. Code of Federal Regulation (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

4. Schedule of findings and questioned costs.
5. Other statements or reports to satisfy state, local and Federal government requirements, specifically the NTD Report, and other reports as required under Uniform System of Accounts (USOA) and Records and Reporting System, Final Rule, as specified in 49 CFR Part 630, Federal Register.
6. The auditor should submit a management letter to the Executive Director discussing immaterial findings not included in the audit report.
7. Upon request, the auditor shall present the audit report at a meeting of the RTC Board of Commissioners upon completion of the audit. A representative of the audit firm shall be attendance for audit report meeting.

Audit reports will be included as a part of a Comprehensive Annual Financial Report as required by the Governmental Finance Officers Association (GFOA).

Working Papers

1. Working papers must be retained a minimum of five years.
2. Working papers must be available for examination by authorized representatives of the Federal Transit Administration, the General Accounting Office, the Regional Transportation Commission and any other agency as required by the Regional Transportation Commission.

Additional Major Program Audits (as required)

RTC may request additional major program audits for internal control over compliance in accordance with Title 2 U.S. Code of Federal Regulation (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

National Transit Database (NTD) Agreed-Upon Procedures

The auditor will perform NTD agreed-upon procedures, as set forth in its most current applicable National Transit Database Policy Manual procedures.

Exhibit B
Fee Schedule and Costs

RTC will pay a fixed fee to CONSULTANT for services provided in each fiscal year as follows:

Fiscal Year	Fixed Fee
2022	\$111,200, plus \$12,000 for each additional major program audit
2023	\$112,900, plus \$12,180 for each additional major program audit
2024	\$114,600, plus \$12,363 for each additional major program audit
2025	\$116,300, plus \$12,548 for each additional major program audit
2026	\$118,000, plus \$12,736 for each additional major program audit

Exhibit C

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

2020-08-27 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 save and hold harmless and fully indemnify RTC, including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all liability and damages, including attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") to the extent adjudicated to be caused by:

- A. The grossly negligent acts or willful misconduct of CONSULTANT, its employees, agents, officers, directors, Subs, or anyone else for which CONSULTANT is legally responsible; and
- B. 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 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. If neither of the foregoing remedies are not commercially practical, CONSULTANT may notify

RTC, and refund the amounts paid for the alleged infringing materials during the twelve (12) months prior to the claim of infringement being filed. This covenant recites the exclusive remedy of RTC for any intellectual property infringement claim, and 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 certificates and endorsements are to be addressed to RTC's Finance Director and be received by RTC before work commences. Copies of applicable policy forms or endorsements confirming required additional insured, and waivers of subrogation, as applicable are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

CONSULTANT shall be responsible to provide 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 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

Not applicable.

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

CONSULTANT waives all rights against RTC, its elected officials, officers, employees and agents for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. CONSULTANT shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

14. NETWORK SECURITY AND PRIVACY LIABILITY

If CONSULTANT will have access to RTC computer or network systems for any reason and/or data including personal information (as defined in NRS 603A.040) or confidential information, CONSULTANT shall maintain network security and privacy liability insurance insuring against loss resulting from (1) privacy breaches [liability arising from the loss or disclosure of confidential information] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems and (6) system failure. Coverage shall be provided with a limit of not less than **\$1,000,000** per claim and annual aggregate.

15. CRIME INSURANCE

If CONSULTANT will have care, custody or control of RTC money, securities or other property, CONSULTANT shall maintain crime insurance including coverage for the loss of money, securities and other property by employees or other parties with a limit not less than **\$1,000,000** per occurrence. Coverage shall be endorsed to include coverage for loss of RTC money, securities and other property in the care, custody or control of CONSULTANT.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 4.20

From: Stephanie Haddock, Director of Finance/CFO

RECOMMENDED ACTION

Receive Investment Committee report for the quarter ended September 30, 2021.

BACKGROUND AND DISCUSSION

The Investment Committee (Committee) met with PFM Asset Management LLC (PFM) on October 27, 2021, to discuss the performance of the debt service investment fund for the quarter ending March 30, 2021. Committee members in attendance were Stephanie Haddock, Jelena Williams and Hannah Yue. The current investment portfolio consists of 29% U.S. Treasuries and 71% Federal Agencies. Year to date percentage earnings through September 30, 2021 was 0.32%. The investment percentage earnings target is 1.50% for the 2021 calendar year.

FISCAL IMPACT

The reserve fund earnings for the quarter ended September 30, 2021, are \$7,147.

PREVIOUS BOARD ACTION

12/16/2011 Approved an investment policy of 92% Federal Agencies and 18% Corporate Notes as authorized per NRS 355.170.

The RTC Board has since acknowledged receipt of the Investment Committee reports on a quarterly basis beginning in June 2012.

ATTACHMENT(S)

- A. September 30, 2021 Quarter Investment Report



WASHOE COUNTY REGIONAL TRANS COMMISSION

Investment Performance Review For the Quarter Ended September 30, 2021

Client Management Team

Monique Spyke, Managing Director
Robert Cheddar, CFA, Managing Director

PFM Asset Management LLC

44 Montgomery Street, 3rd Floor
San Francisco, CA 94104
415-982-5544

213 Market Street
Harrisburg, PA 17101-2141
717-232-2723

Market Update

Current Market Themes



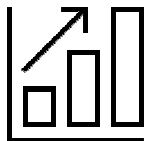
- COVID-19 continues to overshadow the economic and market landscape



- The U.S. economy is characterized by:
 - Continued recovery aided by supportive monetary policy
 - Potentially stagnating labor market growth
 - Heightened inflationary pressures



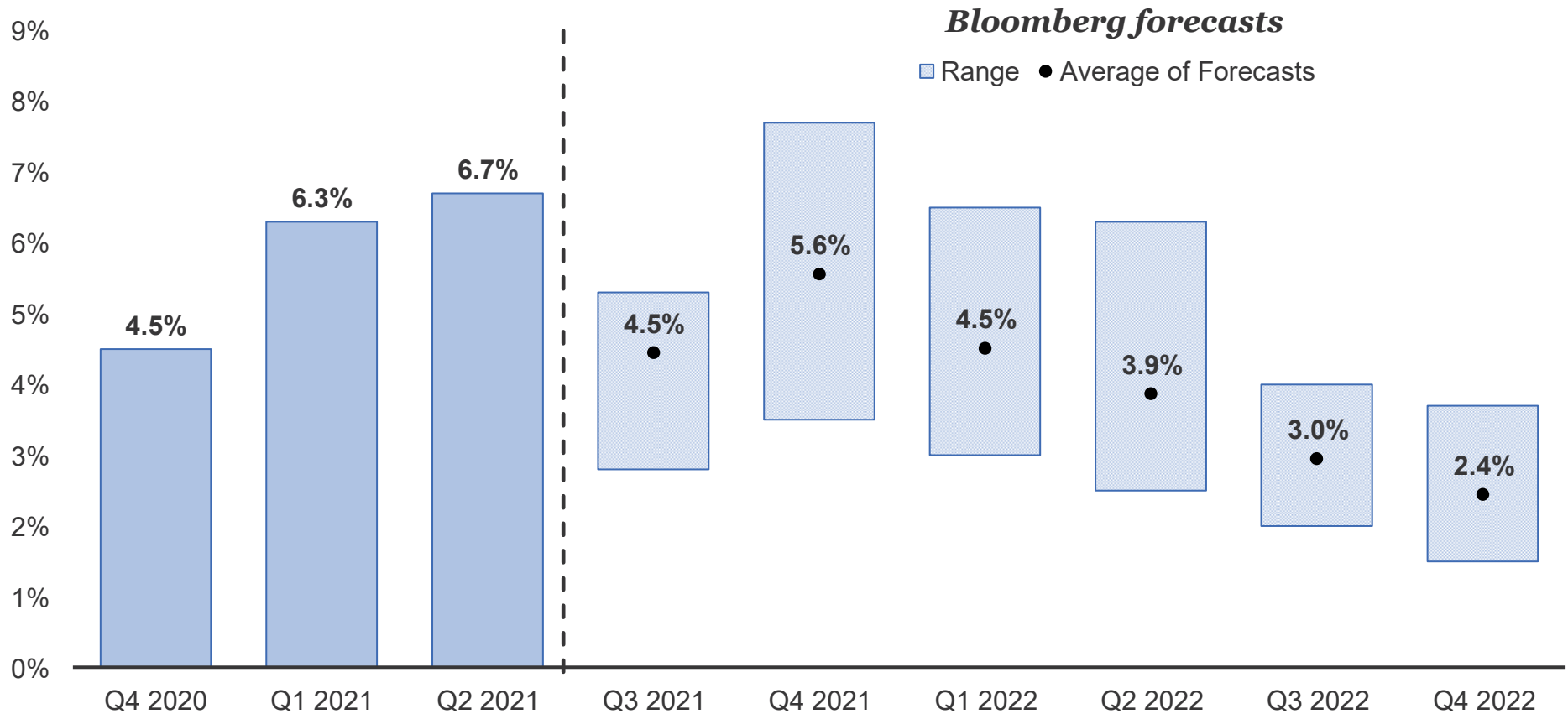
- Federal Reserve is contemplating the end of unprecedented support
 - Near-term tapering of asset purchases
 - Fed Funds Rate hike now seen possible in late 2022
 - Significant turnover of FOMC leadership



- Fixed income market reacting to changing market dynamics
 - Short-term yields anchored by Fed rate policy
 - Long-term yields rising due to inflationary pressures and tapering

U.S. Economic Growth Expected to Moderate, but Uncertainty Is High

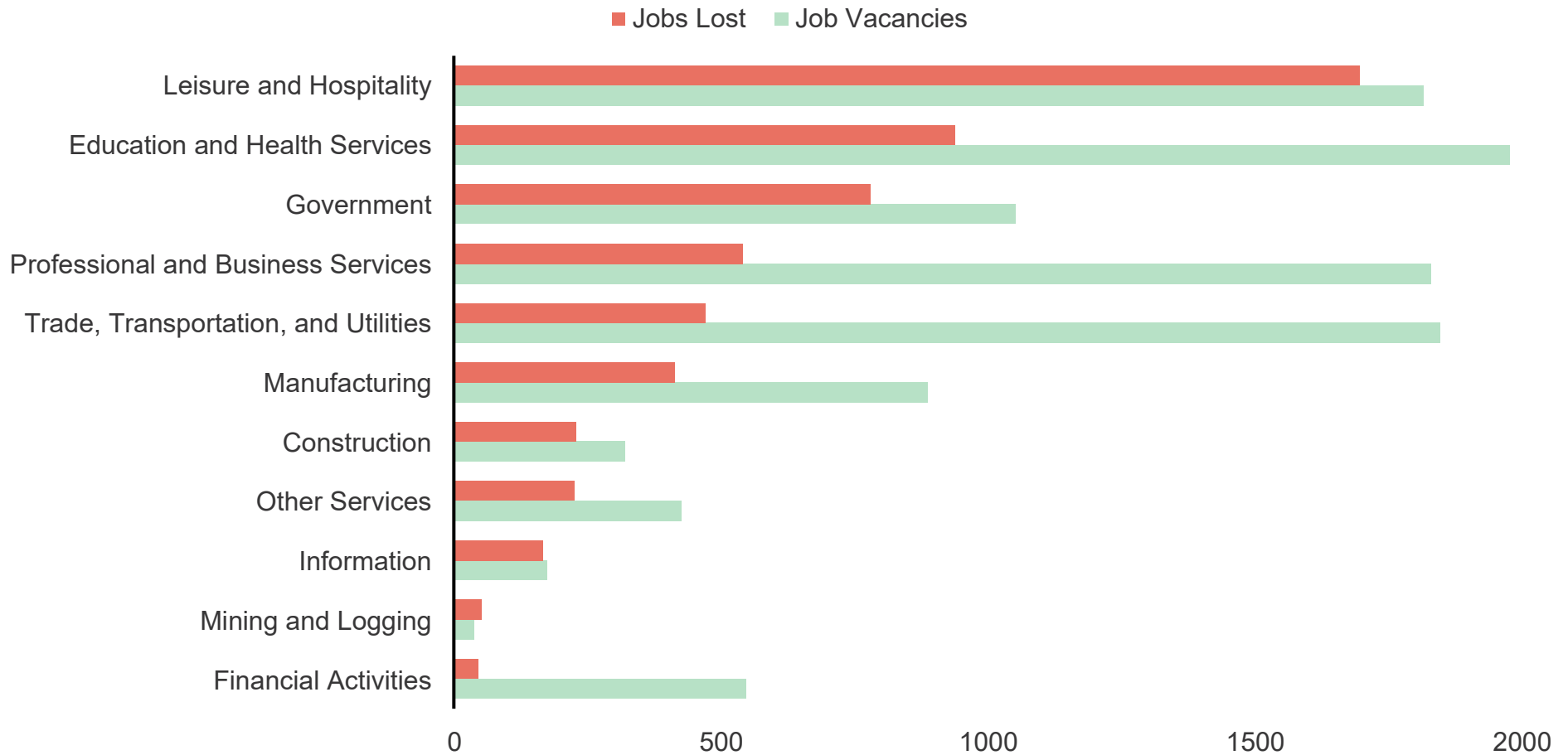
U.S. GDP Forecasts Annualized Rate



Source: Bloomberg, as of September 2021. Forecasts by Goldman Sachs Group, Deutsche Bank, ING Group, JPMorgan Chase, BMO Capital, Barclays, UBS, Morgan Stanley, and Wells Fargo.

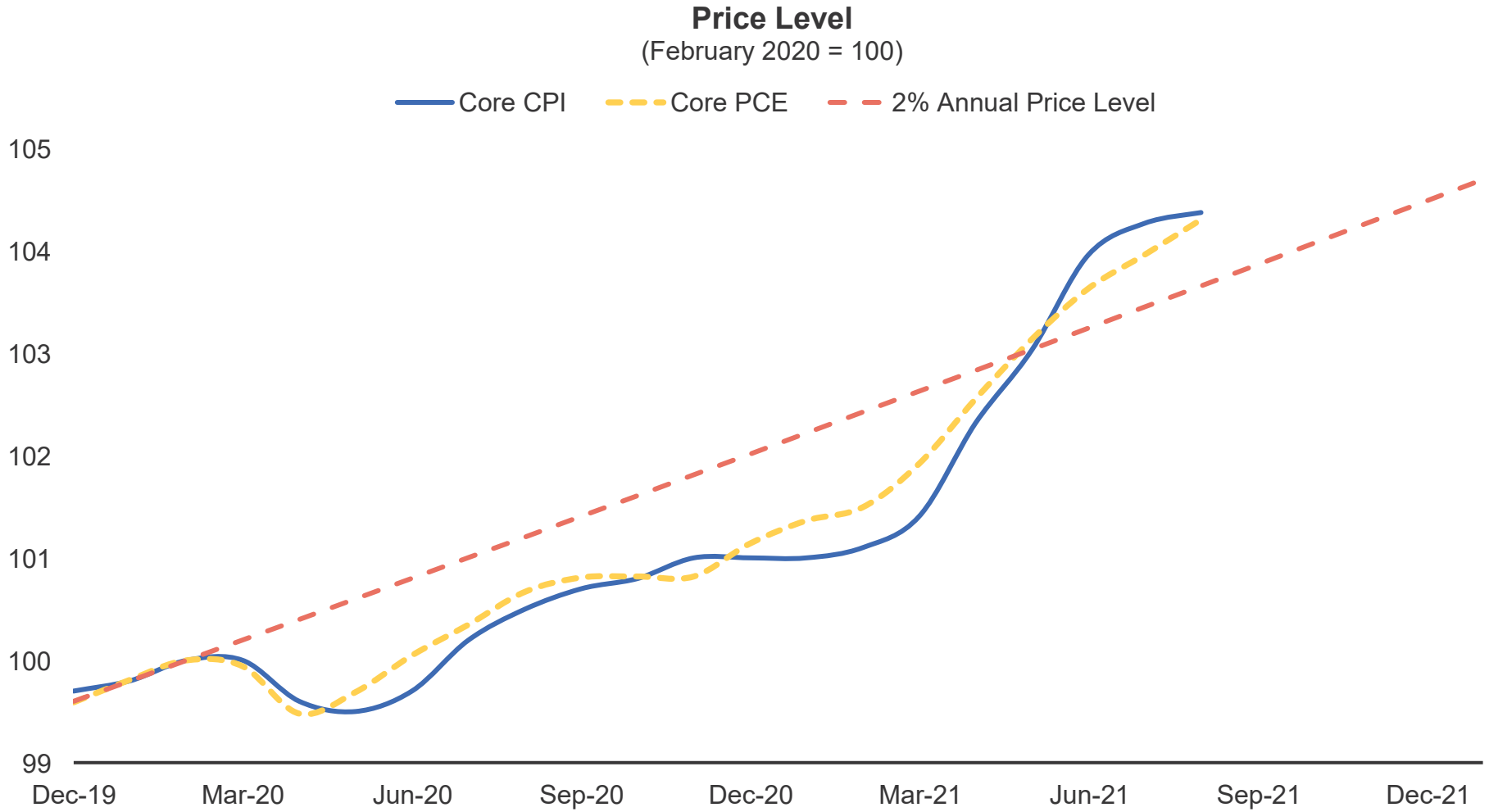
Labor Shortages Are More Dramatic in Select Industries

Jobs Lost to the Pandemic vs. Current Job Openings (in '000s)



Source: Bureau of Labor Statistics, PFM calculations; as of 9/30/2021. Jobs Lost represents a change in payroll employment numbers from February 2020 to July 2021.

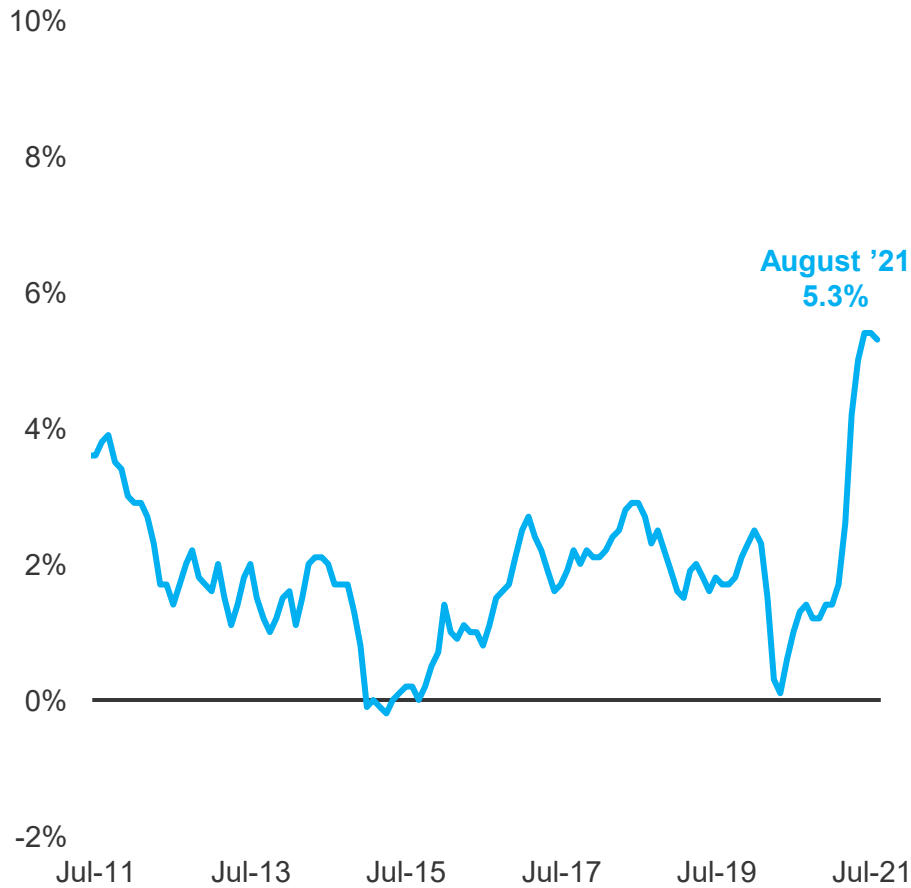
Inflation Indicators Surpass Pre-Covid Trend



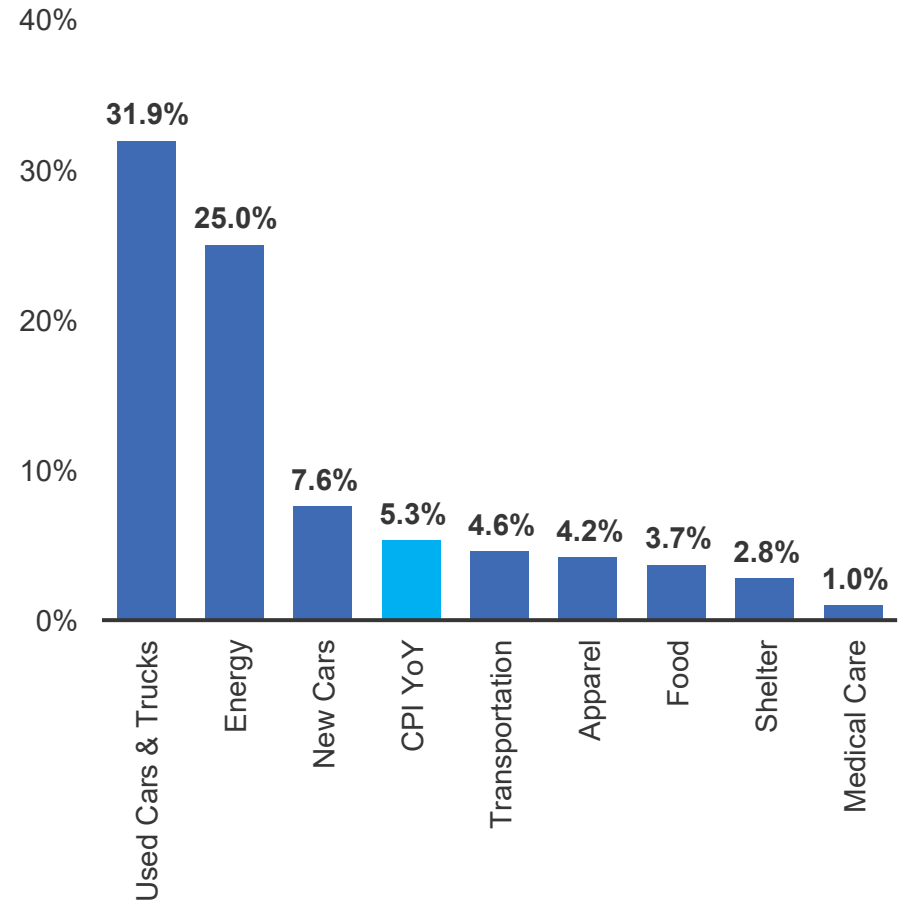
Source: Bloomberg, as of 9/30/2021.

Consumer Prices High; Investors Still Appear to Believe It Is Transitory

Consumer Price Index
% Change YoY



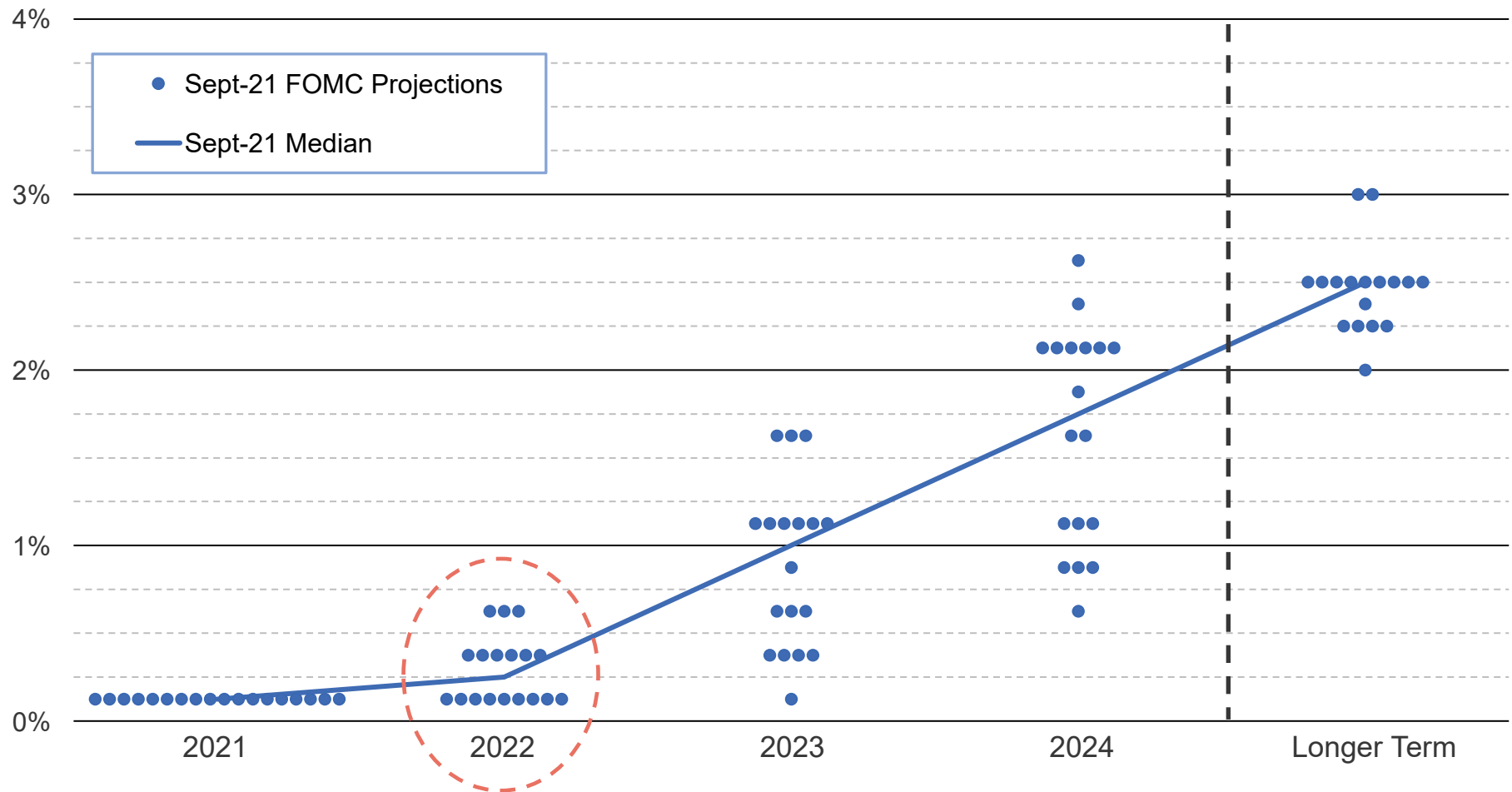
Key Consumer Price Index Components
% Change YoY



Source: Bloomberg, as of September 2021.

Fed's September "Dot Plot" Signals Rate Liftoff in 2022

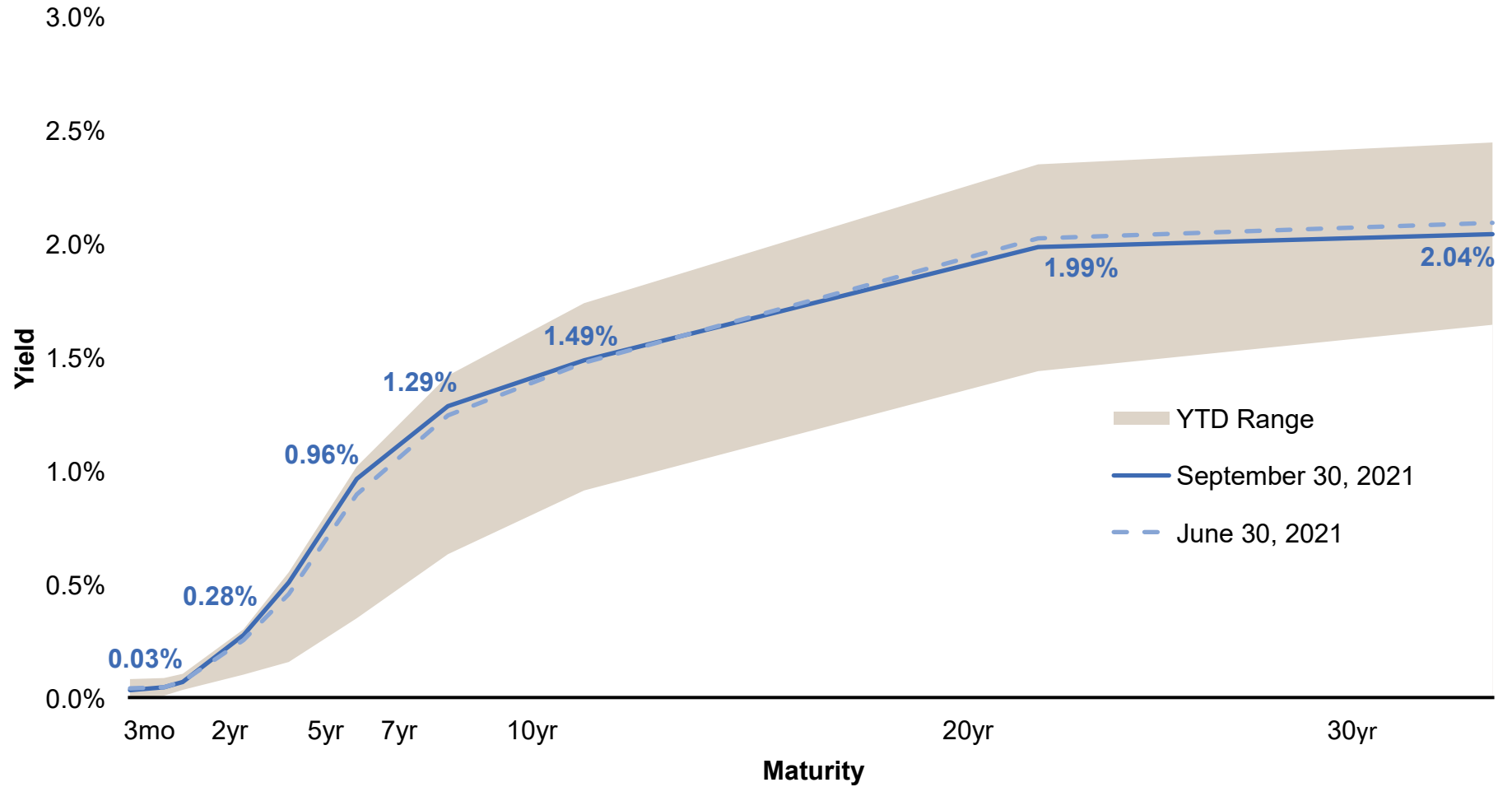
Fed Participants' Assessments of "Appropriate" Monetary Policy



Source: Federal Reserve and Bloomberg. Individual dots represent each Fed member's judgement of the midpoint of the appropriate target range for the federal funds rate at each year-end.

Despite Volatility, Yields Changed Little Quarter-Over-Quarter

U.S. Treasury Yield Curve



Source: Bloomberg, as of 9/30/2021.

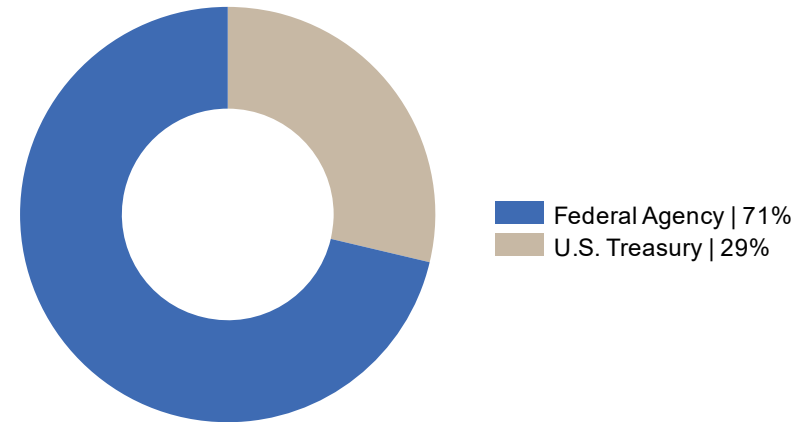
Portfolio Review:
WASHOE RTC BOND PROCEEDS AGG PORTFOLIO

Portfolio Snapshot - WASHOE RTC BOND PROCEEDS AGG PORTFOLIO¹

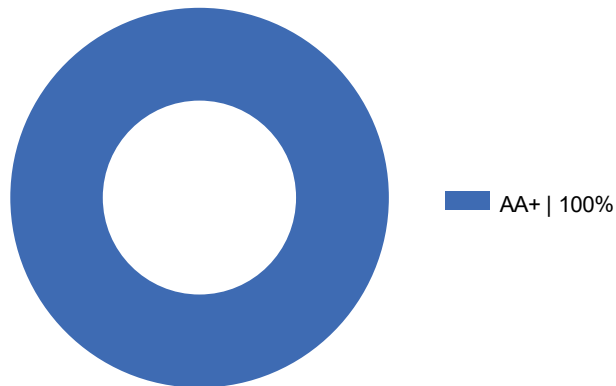
Portfolio Statistics

Total Market Value	\$8,116,735.57
Portfolio Effective Duration	2.00 years
Benchmark Effective Duration	0.00 years
Yield At Cost	0.32%
Yield At Market	0.31%
Portfolio Credit Quality	AA

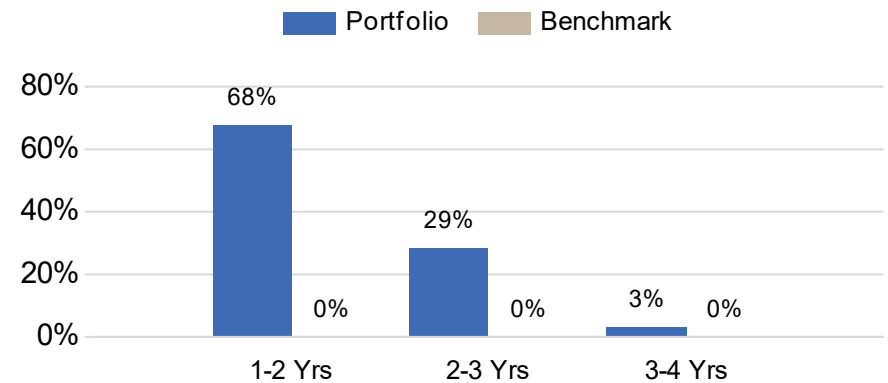
Sector Allocation



Credit Quality - S&P



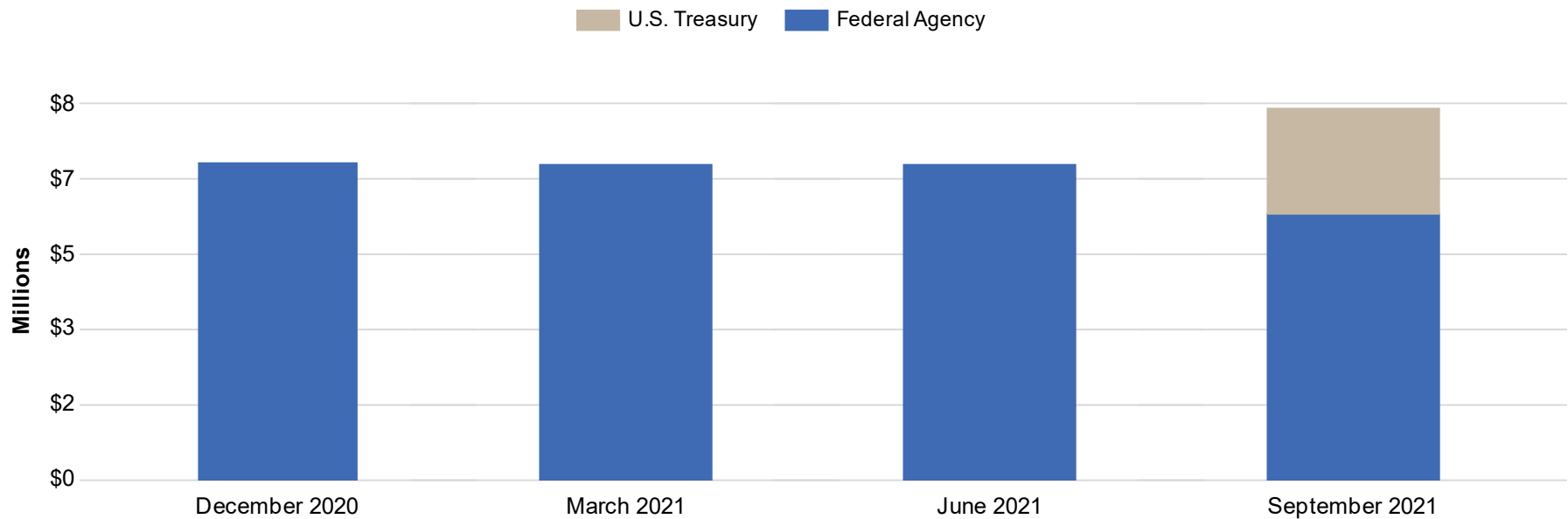
Duration Distribution



1. The portfolio's benchmark is N/A. Source: Bloomberg.
An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

Sector Allocation Review - WASHOE RTC BOND PROCEEDS AGG PORTFOLIO

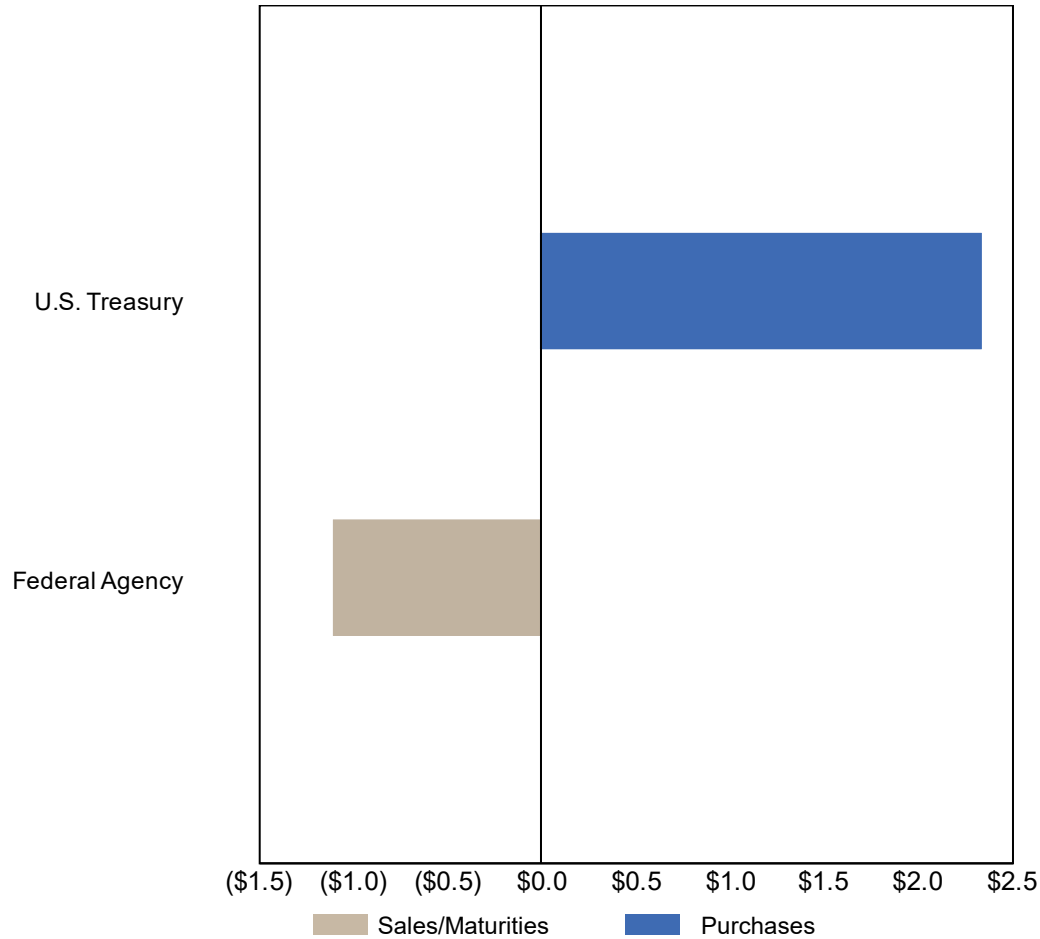
Security Type	Dec 20	% of Total	Mar 21	% of Total	Jun 21	% of Total	Sep 21	% of Total
U.S. Treasury	\$0.0	0.0%	\$0.0	0.0%	\$0.0	0.0%	\$2.3	28.7%
Federal Agency	\$6.9	100.0%	\$6.9	100.0%	\$6.9	100.0%	\$5.8	71.3%
Total	\$6.9	100.0%	\$6.9	100.0%	\$6.9	100.0%	\$8.1	100.0%



Market values, excluding accrued interest. Only includes investments held within the separately managed account(s). Detail may not add to total due to rounding.

Portfolio Activity - WASHOE RTC BOND PROCEEDS AGG PORTFOLIO

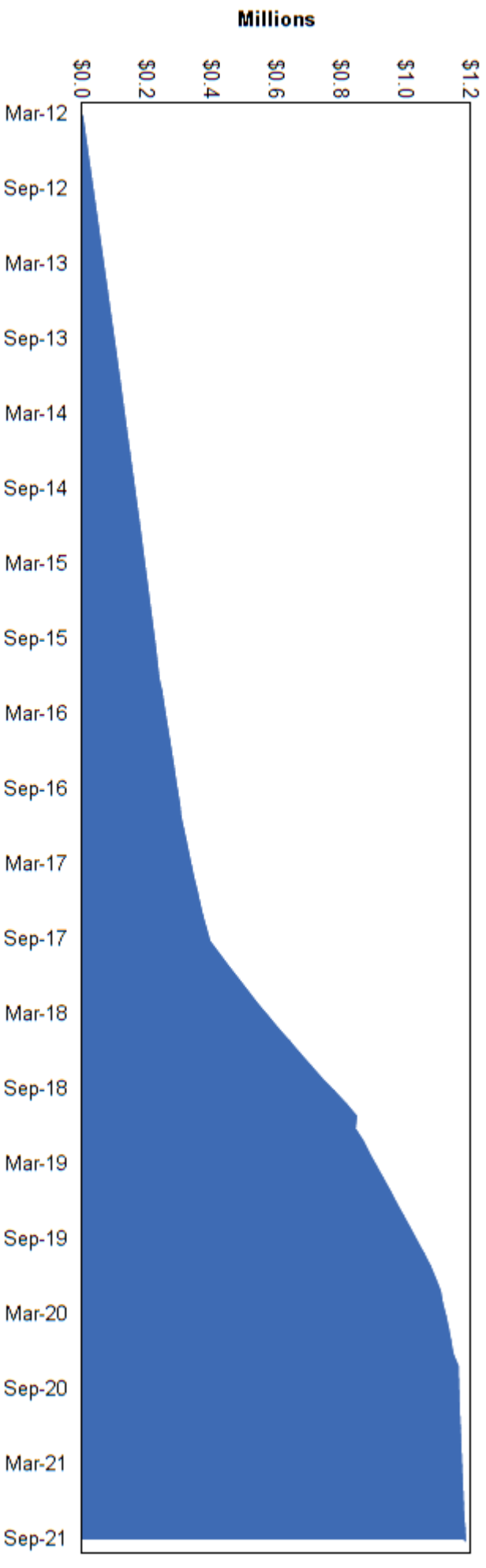
Net Activity by Sector
(\$ millions)



Sector	Net Activity
U.S. Treasury	\$2,335,017
Federal Agency	(\$1,100,520)

Based on total proceeds (principal and accrued interest) of buys, sells, maturities, and principal paydowns. Detail may not add to total due to rounding.

Accrual Basis Earnings - WASHOE RTC BOND PROCEEDS AGG PORTFOLIO



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	Since Inception
Interest Earned	\$8,178	\$18,172	\$341,572	\$746,729	\$1,212,317
Realized Gains / (Losses)	\$1,564	\$1,564	(\$26,426)	(\$29,799)	(\$25,476)
Change in Amortized Cost	(\$2,595)	\$1,036	\$89,274	\$171,478	(\$6,388)
Total Earnings	\$7,147	\$20,771	\$404,420	\$888,409	\$1,180,453

1. The lesser of 10 years or since inception is shown. Performance inception date is March 31, 1992.
2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.
3. Realized gains / (losses) are shown on an amortized cost basis.

Important Disclosures

This material is based on information obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee the accuracy, completeness, or suitability of information provided by third party sources. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some, but not all of which, are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv or Bloomberg. Where prices are not available from generally recognized sources, the securities are priced using a yield-based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

Glossary

- **Accrued Interest:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **Agencies:** Federal agency securities and/or Government-sponsored enterprises.
- **Amortized Cost:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **Asset-Backed Security:** A financial instrument collateralized by an underlying pool of assets – usually ones that generate a cash flow from debt, such as loans, leases, credit card balances, and receivables.
- **Bankers' Acceptance:** A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **Commercial Paper:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **Contribution to Total Return:** The weight of each individual security multiplied by its return, then summed for each sector to determine how much each sector added or subtracted from the overall portfolio performance.
- **Effective Duration:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **Effective Yield:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **Interest Rate:** Interest per year divided by principal amount and expressed as a percentage.
- **Market Value:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **Maturity:** The date upon which the principal or stated value of an investment becomes due and payable.
- **Negotiable Certificates of Deposit:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **Par Value:** The nominal dollar face amount of a security.
- **Pass-through Security:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

Glossary

- Repurchase Agreements: A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- Settle Date: The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- Supranational: A multinational union or association in which member countries cede authority and sovereignty on at least some internal matters to the group, whose decisions are binding on its members.
- Trade Date: The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- Unsettled Trade: A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- U.S. Treasury: The department of the U.S. government that issues Treasury securities.
- Yield: The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- YTM at Cost: The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- YTM at Market: The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 4.21

From: Stephanie Haddock, Director of Finance/CFO

RECOMMENDED ACTION

Acknowledge receipt of the Asset Donation Log for the third quarter of calendar year 2021.

BACKGROUND AND DISCUSSION

The log lists the items that were donated as outlined in RTC Management Policy P-58 effective July 1 through October 31, 2021. The Board requested that it be notified quarterly of any asset donations. The attached document details last quarters' donations made to charity or other government agencies. Staff feels the donations are appropriate and that there is a benefit to the community. This quarter's donations were made to Reno Host Lions Club and Computer Corps.

Reno Host Lions Club is a non-profit and a 100% volunteer organization. Its mission is to give children a chance to be part of the 21st Century by giving them computers in their homes through their Computers for Kids program. The Reno Host Lions Club accepts donations of used computers and gives them away preloaded with Linux to underprivileged children in Northern Nevada.

Computer Corps is a 501(c)(3) Non-Profit Organization that provides access to computers, training to underserved families, and is dedicated to helping provide job opportunities to individuals in the community while eliminating eWaste in our nation's landfills.

FISCAL IMPACT

There is no cost in connection with this agenda item.

PREVIOUS BOARD ACTION

October 2018 Amended RTC Management Policy P-58 2018 to allow for donation of unusable or obsolete assets. The Commission directed staff to present a quarterly list of all donations.

ATTACHMENT

- A. Asset Donation Log

ASSET DONATION LOG - JUL 1 - OCT 30 2021

Qty	Item Description	Donated To	Reason for Disposal	Year Purchased
	WORKSTATION			
1	DELL OPTIPLEX 7040	RENO HOST LIONS CLUB	OBSOLETE	(1)
3	DELL OPTIPLEX 9020	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	OptiPlex 9040	COMPUTERCORPS	OBSOLETE	(1)
	LAPTOP			
3	HP Elite x2 1011 G1 Tablet	COMPUTERCORPS	OBSOLETE	(1)
2	Surface Pro 4	COMPUTERCORPS	OBSOLETE	(1)
1	Dell Precision 7510 laptop	COMPUTERCORPS	OBSOLETE	(1)
1	Dell Percision M4400	RENO HOST LIONS CLUB	OBSOLETE	(1)
	PRINTERS			
1	HP COLOR LASERJET X551DW	COMPUTERCORPS	OBSOLETE	(1)
1	HP SCANJET 4070	COMPUTERCORPS	OBSOLETE	(1)
1	Ledco laminater	COMPUTERCORPS	OBSOLETE	(1)
	SERVERS			
1	DELL POWEREDGE R620	COMPUTERCORPS	OBSOLETE	(1)
1	DELL POWEREDGE R515	COMPUTERCORPS	OBSOLETE	(1)
2	Crystal Group, Inc	COMPUTERCORPS	OBSOLETE	(1)
2	Hewlett-Packard ProLiant DL160 Gen9	COMPUTERCORPS	OBSOLETE	(1)
	OTHER			
6	SANYO TV	COMPUTERCORPS	OBSOLETE	(1)
1	APPLE CINEMA DISPLAY MONITOR	COMPUTERCORPS	OBSOLETE	(1)
1	MINI SERVER	COMPUTERCORPS	OBSOLETE	(1)

(1) Expensed when purchased; date of purchase not tracked
 IT supplies/equipment replacement schedule is 5 years
 Printers are not replaced until broken or not cost effective



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 5.1

From: Stephanie Haddock, Director of Finance/CFO

RECOMMENDED ACTION

Receive a report on the FY 2021 Annual Comprehensive Financial Report (ACFR) for the Regional Transportation Commission of Washoe County (RTC) and authorize staff to submit the document to the Nevada Department of Taxation.

BACKGROUND AND DISCUSSION

As required, the independent audit report on the financial operations of the RTC is being presented to the Board. The RTC has received an unmodified opinion as issued by Crowe LLP, the highest rating possible. RTC has had a strong history of no findings or minimal findings. This year there were no audit findings or policy findings. Staff will provide a brief financial summary of FY 2021. 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 Comprehensive Annual Financial Report for FY 2021 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 32 years. Staff will submit the FY 2021 report to the GFOA for its consideration in regard to the Certificate of Achievement Award.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.

PREVIOUS BOARD ACTION

This is an annual report that is presented to the Board each December.

ATTACHMENT(S)

- A. FY 2021 Annual Comprehensive Financial Report
- B. Auditors Letter to the Commissioners



ANNUAL COMPREHENSIVE FINANCIAL REPORT

REGIONAL TRANSPORTATION COMMISSION



Reno, Sparks and Washoe County, Nevada

Fiscal Year Ended June 30, 2021



Your RTC. Our Community.



REGIONAL TRANSPORTATION COMMISSION

Reno, Sparks and Washoe County, Nevada

ANNUAL COMPREHENSIVE FINANCIAL REPORT

For the Fiscal Year Ended June 30, 2021

Bill Thomas, AICP
Executive Director

PREPARED BY THE FINANCE DEPARTMENT

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REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

RTC BOARD OF COMMISSIONERS



NEOMA JARDON
RTC CHAIR
City of Reno Council Member



BOB LUCEY
Washoe County Chairman



ED LAWSON
RTC VICE CHAIR
City of Sparks Mayor



OSCAR DELGADO
City of Reno Council Member



VAUGHN HARTUNG
Washoe County Commissioner



KRISTINA SWALLOW, Ex-officio
Director
Nevada Department of Transportation

RTC DIRECTORS



BILL THOMAS, AICP
Executive Director



AMY MCABEE CUMMINGS,
AICP/LEED AP
Deputy Executive Director/
Director of Planning



STEPHANIE HADDOCK, CGFM
Director of Finance/
Chief Financial Officer



ADAM SPEAR, ESQ
Director of Legal Services



MARK MALONEY
Director of Public Transportation
& Operations



BRIAN STEWART, P.E.
Director of Engineering



ANGELA REICH, SPHR
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 17, 2021

Honorable Chair, Vice Chair and Members
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502

Dear Chair Jardon, Vice Chair Lawson, 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, 2021. 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, 2021, 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, 2020, are fairly presented in conformity with GAAP. The independent auditor’s opinion is presented as the first component of the financial section of this report. The independent audit of the financial statements of the RTC was part of a broader, federally-mandated “Single Audit” designed to meet the special needs of federal grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government’s internal controls and compliance

Honorable Chair and Members
Regional Transportation Commission
December 17, 2021

with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal awards.

GAAP require that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The RTC's MD&A can be found immediately following the report of the independent auditors.

Profile of the Government

The RTC is located in Northern Nevada. It serves the cities of Reno and Sparks and the county of Washoe. The RTC's designated urbanized service area is 165 square miles and serves a population of 478,355.

Two major sources of revenue for the RTC are fuel tax and sales tax (public transportation tax). Fuel tax and sales tax can be designated for the RTC transportation purposes by the Nevada State Legislature and must be implemented by Washoe County ordinance. By statute, the RTC may exercise the power of eminent domain with the approval of the City or County in which the property lies.

The RTC has operated as a special purpose unit of government since 1979, as a result of legislation approved in the 1979 Nevada State Legislature.

Overall agency guidance is provided by the Commission, which is composed of locally elected officials. Members of the Commission are appointed by their respective political jurisdiction and include two (2) members representing Washoe County, two (2) members representing the largest city in the jurisdiction (City of Reno), and one (1) member representing the other city in the jurisdiction (City of Sparks). They serve staggered two-year terms.

The Commission establishes and approves policy direction for the agency in all program areas. Policy established by the Commission is implemented through a professional/technical staff supervised by an Executive Director.

As the Executive Director, I serve at the pleasure of the Commission and I am considered to be an unclassified employee. The Commission establishes compensation for the Executive Director position. Department Directors and certain administrative and senior level personnel are also unclassified employees of the RTC and are subject to a classification and compensation plan approved by the Commission. Remaining staff are classified employees of the RTC and are also subject to a classification and compensation plan approved by the Commission.

The RTC is responsible for three major transportation programs:

Public Transportation Program – The RTC operates public transportation, for fixed-route, paratransit, and vanpool in conformance with Nevada Revised Statutes. The RTC has the responsibility and the authority to appropriate money from the Public Transit Fund for such purposes and may provide for all functions incident to the administration and operation of public transportation.

Separate contracts have been established for the public transportation elements of the RTC. 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 area 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 2021

- Adopted 2050 Regional Transportation Plan
- Completed RTC 2020 Annual Report
- Completed Virginia Street Bus RAPID Transit Extension project in Midtown and University of Nevada, Reno areas
- Completed Coordinated Human Services Transportation Plan
- Completed Bicycle, Pedestrian and Wheelchair Count Annual Report
- Completed Affordable Housing Study
- Completed University Area Transportation Study
- Completed Electric and Alternative-Fuels Vehicle Infrastructure and Advanced Mobility Plan
- Completed Lemmon Valley – Spanish Springs Connector Alignment and Planning and Environmental Linkages (PEL) Study
- Completed preventative preservation projects:
 - ❖ East Prater Way
 - ❖ Greg Street
 - ❖ Lakeside Drive
 - ❖ Kuenzli Lane
- Completed Safety Improvements:
 - ❖ 270 new pedestrian ramps
 - ❖ 159 new ADA-accessible driveways
 - ❖ 8.1 miles of new sidewalks
 - ❖ 6 new crosswalk warning devices
 - ❖ 5 new crosswalks
 - ❖ 6 miles of new bike lanes
- Completed 66 regional signal timing improvements
- Completed 11 bus stop improvements
- Completed ADA improvements at Centennial Plaza & 4th Street Station
- Implemented “Dusk to Dawn” safety campaign
- Implemented “Get On. Get Happy.” RAPID Virginia Line new extension marketing campaign
- Implemented “Locked Eyes Save Lives” safety campaign

Honorable Chair and Members
Regional Transportation Commission
December 17, 2021

- Implemented expanded FlexRIDE services
- Purchased 17 replacement hybrid-electric buses
- Purchased 2 expansion electric buses
- Purchased 12 replacement paratransit vans
- Received competitive \$23 million BUILD grant for Pyramid Highway project
- Received competitive \$4 million Hybrid Electric Bus & Bus Facilities grant
- Received competitive \$131,700 Transit Infrastructure Monitoring grant
- Received competitive \$298,600 Safety Data Initiative grant
- Received unmodified opinion – Certified Audit

Factors Affecting Financial Condition

Local economy – Washoe County experienced strong economic recovery during Fiscal Year 2021 as businesses re-opened post COVID-19 pandemic shut downs. 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 19,500 jobs since June 2020. Several areas of Washoe County employment experienced job growth during the fiscal year, however, the majority of the workforce increases were in leisure and hospitality industry, retail and manufacturing. Manufacturing grew by 2,500 jobs or 10.5%, leisure and hospitality grew by 5,400 jobs or 19.1%, and retail trade grew by 1,900 jobs or 8.3%. Washoe County’s unemployment rate as of June 2021 was 4.9%, a 3.7% decrease over June 2020.

Gross gaming revenues showed signs of recovery as statewide they were up 14.2% over the prior year and Washoe County gross gaming revenues were up 33% as of June 2021.

Washoe County’s median home sale price increased 27.4% over prior as of June 2021 creating affordable housing challenges in the area.

Due to Washoe County’s economic diversification and stimulus funding from the federal government, sales tax revenue for FY 2021 was 16% higher than the prior year. Additionally FY 2021 fuel tax revenues increased 7.7% over the prior year due to a 2% increase in gasoline gallons sold resulting from increased tourism, return to in person school attendance and the reduction of remote work as employees returned to their offices.

Nevada has no personal income tax, and it is a right-to-work state. The State has no estate and/or gift taxes, no unitary taxes, no franchise taxes, and no inventory taxes. These factors have contributed to the State’s tremendous growth over the last 20 years and will continue to be important for the State’s future growth and continued recovery from the COVID-19 pandemic.

Long-term financial planning – As the Metropolitan Planning Organization (MPO) for surface transportation in the Truckee Meadows, the RTC uses a cooperative strategy inclusive of all local and state governments and community input. The RTC coordinates, plans, and executes Washoe County’s transportation projects to serve the present and the future.

Honorable Chair and Members
Regional Transportation Commission
December 17, 2021

As the MPO, the RTC:

- designs and implements the short-range and long-range regional transportation plans for Washoe County;
- acquires federal, state, and local funding for major regional transportation projects;
- coordinates with local jurisdictions to identify traffic impacts from current and proposed residential and commercial development;
- defines measures to relieve congestion;
- creates traffic projections to anticipate and respond to future regional growth; and
- recommends, implements, and monitors new technologies for transit programs.

The foundation of the RTC planning program is a 20-year Regional Transportation Plan (RTP). The current RTP 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 Short-Range Transit Program (SRTP) for the fiscal years 2021-2025 was adopted in March 2021. The SRTP serves as the implementation plan for public transit with annual updates over the next five years. The SRTP is driven by the goals and policies of the RTP. The SRTP is a capital-intensive plan. Approximately \$913 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 from this plan.

Debt Management

The Road Program received a substantial revenue boost when NV Senate Bill 201 (indexing of Local, State and Federal fuel taxes) was approved by the Legislature in June 2009. Collections began in January 2010. In an effort to stimulate the local economy, the Commission deviated from their usual pay-as-you-go philosophy and has initiated four bond sales totaling \$434.6 million. The first bond sale was completed in July 2009, the second in March 2010, the third in December 2010, and the fourth in April 2013. All bond sale funds have been expended and RTC has moved back to the pay-as-you-go method. RTC refunded the 2009, 2010B, 2010C and 2013 bonds providing an average of \$6 million in annual debt services savings. Key future projects in the road program between now and the next 10 years include: the Oddie Boulevard & Wells Avenue corridor project; the Sparks Boulevard corridor project; the Lemmon Drive corridor project, the Mill Street capacity project, Arlington Avenue Bridges, 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 67 employees to oversee the RTC programs.

Awards and Recognition

The RTC staff, projects, and services were recognized on various occasions in FY 2021 for their commitment to quality and meeting the needs of the community:

- American Planning Association (APA) – DeBoer Award for Outstanding Implementation – Virginia Street Bus RAPID Transportation Project, October 2020
- American Planning Association (APA) – DeBoer Award for Outstanding Public Outreach & Journalism – South Meadows Multimodal Transportation Study, October 2020
- American Planning Association (APA) – DeBoer Award for Outstanding Community Partner – Vision Zero Truckee Meadows, October 2020
- Sun Valley General Improvement District Community Service Award – Sun Valley Corridor Study & Improvements, October 2020
- Nevada Governor Sisolak Names RTC “Battle Born Business” for its community contributions during COVID-19 pandemic

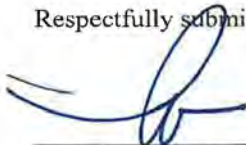
The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Regional Transportation Commission (RTC) for its annual comprehensive financial report (ACFR) for the fiscal year ended June 30, 2020. This was the 34th 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 2021 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, AICP
Executive Director
Regional Transportation Commission

Respectfully submitted,



Stephanie Haddock, CGFM
Director of Finance/CFO
Regional Transportation Commission

PRINCIPAL OFFICIALS

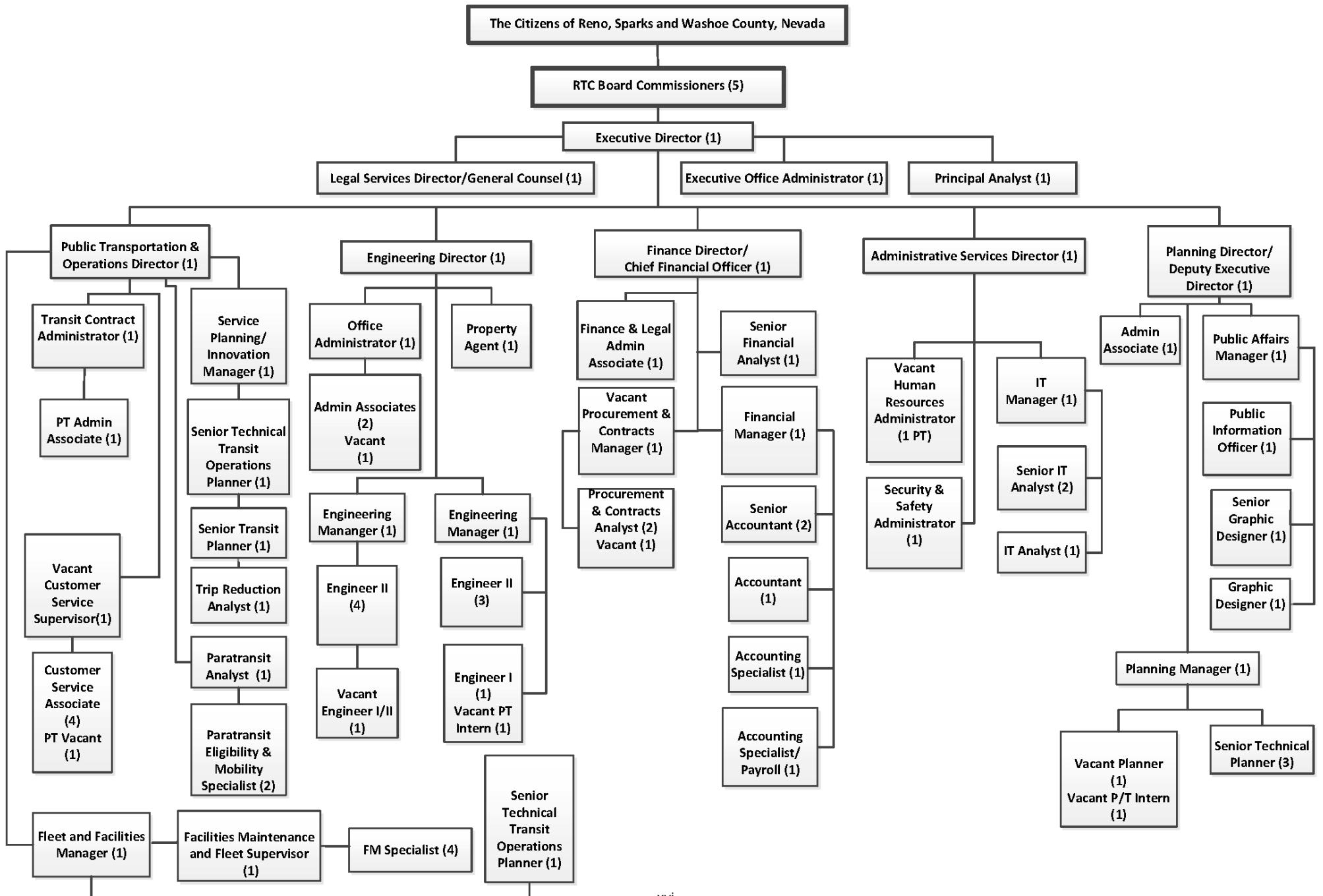
REGIONAL TRANSPORTATION COMMISSION

<u>OFFICE</u>	<u>NAME</u>	<u>TERM OF OFFICE</u>	<u>TERM EXPIRES</u>
 <u>Board Members</u>			
Chair	Neoma Jardon	2 years	December 31, 2021
Vice-Chair	Ed Lawson	2 years	December 31, 2022
Board Member	Bob Lucey	2 years	December 31, 2021
Board Member	Oscar Delgado	2 years	December 31, 2022
Board Member	Vaughn Hartung	2 years	December 31, 2022
 <u>RTC Staff</u>			
Executive Director *	Willam A. Thomas, AICP		Appointed
Director of Legal Services	Adam Spear, Esq.		Appointed
Administrative Services Director	Angela Reich, SPHR		Appointed
Chief Financial Officer	Stephanie Haddock, CGFM		Appointed
Engineering Director	Brian Stewart, P. E.		Appointed
Deputy Executive Director	Amy M. Cummings, AICP		Appointed
Public Transportation Director	Mark Maloney		Appointed
Legal Counsel	Dale Ferguson, Esq.		Appointed
 <u>Contracts</u>			
Acting General Manager	Tricia Mumford, 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 2021 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 Comprehensive Annual
Financial Report
For the Fiscal Year Ended

June 30, 2019

Christopher P. Morill

Executive Director/CEO



Government Finance Officers Association

**Certificate of
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Christopher P. Morrill

Executive Director/CEO



FINANCIAL SECTION

INDEPENDENT AUDITOR'S REPORT

To the Commissioners
Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Regional Transportation Commission, Reno, Sparks and Washoe County, Nevada (RTC), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the RTC's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the RTC, as of June 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund, Regional Road Impact Fee Fund, and Paratransit Services Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Schedules of Changes in the Total OPEB Liability and Related Ratios, the Schedule of Proportionate Share of the Net Pension Liability, and the Schedule of RTC Contributions as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the RTC's basic financial statements. The Introductory Section, Individual Fund Statements and Schedules, Budget and Actual schedule for the Metropolitan Planning Organization Fund, Capital Assets Used in Operation of Governmental Funds, Other Supplementary Information, 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, and the Statistical Section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Individual Fund Statements and Schedules, Budget and Actual Schedule for the Metropolitan Planning Organization Fund, Capital Assets Used in the Operation of Governmental Funds, and the Schedule of Expenditures of Federal Awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Individual Fund Statements and Schedules, Capital Assets Used in the Operation of Governmental Funds, the Budget and Actual schedule for the Metropolitan Planning Organization Fund, and the Schedule of Expenditures of Federal Awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The Introductory Section, Other Supplementary Information, and Statistical Section have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Prior Year Comparative Information

We have previously audited the RTC's fiscal year 2020 financial statements, and we expressed unmodified audit opinions on the respective financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information in our report dated November 20, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 24, 2021, on our consideration of RTC's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on 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 RTC's internal control over financial reporting and compliance.

Crowe LLP
Crowe LLP

Sacramento, California
November 24, 2021

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS

June 30, 2021

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, 2021. 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 \$152.1 million at the close of the most recent fiscal year. The RTC's cash ratio is 5.5, meaning the RTC has 5.5 times the cash and investments available to meet current obligations. Last year's ratio was 3.8. The increase is primarily due to increases in cash balances at year end.
- The RTC's total net position increased by \$48.9 million. Net position of the governmental activities increased by \$34.8 million due to increased cash balances at year-end. Net position of the business-type activities increased by \$14.0 mainly due to increases in capital assets and increases in cash balances at year end.
- At the close of the current fiscal year, the RTC's governmental funds reported combined ending fund balances of \$169 million, an increase of \$28 million in comparison with the prior year. Most of the increase is due to cash reserved for future road construction expenses.
- RTC's outstanding bond debt decreased from \$319.4 million to \$312.2 million, as a result of \$7.2 million in principal payments on existing debt. RTC did not issue any debt in the current fiscal year.
- The RTC's total revenue increased 3.5% or \$6.4 million in comparison with the prior year. The increase is due to increases 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 47.7% and 20.3% of the RTC's revenues, respectively. Motor Vehicle Fuel tax revenue increased \$6.6 million or 7.7% due to increased fuel gallons sold and 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 \$5.6 million or 16.7% due to increased taxable retail sales for the County.
- The RTC's total program revenues increased 3.5% or \$6 million in comparison with the prior year. The increase is mostly due to increases in capital and operating grant revenues.
- Total expenses were \$144 million, a decrease of 7.4% over the prior year primarily due to decreases in road construction expenses in the general fund. Governmental activities made up 71.7% of the total expenses, a decrease of 2.2% over the prior year. Business-type activities made up 28.3% of the total expenses, an increase of 2.2% over the prior year due to decreases in governmental activities. Operating expenses for public transportation services marginally increased 0.4% 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, 2021

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, 2021

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 66-67.

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	
	2021	2020	2021	2020	2021	2020
Assets:						
Current and other assets	\$ 181,284,962	\$ 162,662,489	\$ 42,273,573	\$ 30,123,156	\$ 223,558,535	\$ 192,785,645
Capital assets	7,532,425	8,596,308	101,850,921	97,755,097	109,383,346	106,351,405
Total assets	188,817,387	171,258,797	144,124,494	127,878,253	332,941,881	299,137,050
Deferred Outflows of Resources:						
Deferred outflows related to pension	1,486,434	1,646,942	705,946	790,444	2,192,380	2,437,386
Deferred outflows related to OPEB	6,213,212	918,565	2,950,817	440,863	9,164,029	1,359,428
Deferred outflows related to debt refunding	2,699,014	2,833,965	-	-	2,699,014	2,833,965
Total deferred outflows of resources	10,398,660	5,399,472	3,656,763	1,231,307	14,055,423	6,630,779
Liabilities:						
Noncurrent liabilities	369,558,598	371,445,092	12,262,747	9,025,977	381,821,345	380,471,069
Other liabilities	18,491,150	28,256,057	5,673,471	3,999,587	24,164,621	32,255,644
Total liabilities	388,049,748	399,701,149	17,936,218	13,025,564	405,985,966	412,726,713
Deferred Inflows of Resources:						
Deferred inflows related to pension	611,107	897,266	290,230	430,639	901,337	1,327,905
Deferred inflows related to OPEB	643,898	864,985	305,804	415,147	949,702	1,280,132
Deferred inflows related to debt refunding	2,859,825	2,992,280	-	-	2,859,825	2,992,280
Total deferred inflows of resources	4,114,830	4,754,531	596,034	845,786	4,710,864	5,600,317
Net position:						
Net investment in capital assets	7,532,425	8,596,308	101,416,966	97,668,926	108,949,391	106,265,234
Restricted	159,803,862	136,112,697	-	-	159,803,862	136,112,697
Unrestricted	(360,284,818)	(372,506,416)	27,832,039	17,569,284	(332,452,779)	(354,937,132)
Total net position	<u>\$ (192,948,531)</u>	<u>\$ (227,797,411)</u>	<u>\$ 129,249,005</u>	<u>\$ 115,238,210</u>	<u>\$ (63,699,526)</u>	<u>\$ (112,559,201)</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2021

GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

Net Position

As noted earlier, net position may serve over time as a useful indicator of the RTC's financial position. In the case of the RTC, total liabilities exceeded total assets by \$63,699,526 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 increased \$23,691,165 from the prior year due to increased 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 \$22,484,353 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 increased by a net amount \$2,684,157 over the prior year due to the addition of replacement buses less depreciation expense.

The RTC did not use debt to acquire capital assets in this fiscal year. The RTC uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. If the RTC uses debt to purchase capital assets in future fiscal years, it should be noted that the resources needed to repay any long-term obligations must be provided from other sources, since the capital assets themselves cannot be used to liquidate these types of liabilities.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2021

RTC's CHANGES IN NET POSITION

	Governmental Activities		Business-Type Activities		Total	
	2021	2020	2021	2020	2021	2020
Revenues:						
Program revenues						
Charges for services	\$ 9,796,899	\$ 8,930,193	\$ 3,623,062	\$ 4,618,470	\$ 13,419,961	\$ 13,548,663
Operating grants and contributions	17,689,294	27,422,267	19,484,023	9,949,185	37,173,317	37,371,452
Capital grants and contributions	40,314	2,248,687	17,028,411	8,398,433	17,068,725	10,647,120
Total program revenues	<u>27,526,507</u>	<u>38,601,147</u>	<u>40,135,496</u>	<u>22,966,088</u>	<u>67,662,003</u>	<u>61,567,235</u>
General revenues:						
Motor vehicle fuel taxes	92,079,885	85,470,620	-	-	92,079,885	85,470,620
Public transportation taxes	18,037,154	8,769,484	21,074,309	24,750,890	39,111,463	33,520,374
Investment earnings	52,092	4,303,566	42,819	607,728	94,911	4,911,294
Gain on sale of assets	-	252,126	(6,223,525)	-	(6,223,525)	252,126
Other miscellaneous	162,154	692,116	73,655	98,180	235,809	790,296
Total general revenues	<u>110,331,285</u>	<u>99,487,912</u>	<u>14,967,258</u>	<u>25,456,798</u>	<u>125,298,543</u>	<u>124,944,710</u>
Total revenues	<u>137,857,792</u>	<u>138,089,059</u>	<u>55,102,754</u>	<u>48,422,886</u>	<u>192,960,546</u>	<u>186,511,945</u>
Expenses:						
Street and highway	70,199,550	85,664,034	-	-	70,199,550	85,664,034
Transportation services	9,805,779	10,258,113	-	-	9,805,779	10,258,113
Regional road impact fees	6,373,470	3,545,325	-	-	6,373,470	3,545,325
Metropolitan planning	2,892,902	2,794,325	-	-	2,892,902	2,794,325
Public transportation	-	-	40,716,959	40,541,072	40,716,959	40,541,072
Debt service	14,112,211	12,947,334	-	-	14,112,211	12,947,334
Total expenses	<u>103,383,912</u>	<u>115,209,131</u>	<u>40,716,959</u>	<u>40,541,072</u>	<u>144,100,871</u>	<u>155,750,203</u>
Change in net position before transfers	34,473,880	22,879,928	14,385,795	7,881,814	48,859,675	30,761,742
Transfers	375,000	11,479,329	(375,000)	(260,000)	-	11,219,329
Change in net position	<u>34,848,880</u>	<u>34,359,257</u>	<u>14,010,795</u>	<u>7,621,814</u>	<u>48,859,675</u>	<u>41,981,071</u>
Net position - July 1	<u>(216,578,082)</u>	<u>(250,937,339)</u>	<u>115,238,210</u>	<u>107,616,396</u>	<u>(101,339,872)</u>	<u>(143,320,943)</u>
Net position - June 30	<u>\$(181,729,202)</u>	<u>\$(216,578,082)</u>	<u>\$ 129,249,005</u>	<u>\$ 115,238,210</u>	<u>\$(52,480,197)</u>	<u>\$(101,339,872)</u>

Change in Net Position

The RTC's overall net position increased \$48,859,675 from the prior year primarily due to increases in capital grants and contributions and general revenues. Program revenues are directly related to service activities of a function. Total program revenues increased from the prior year due to capital grants and contributions increase of 60.3% mostly due to timing of grant reimbursements for capital bus purchases. Total general revenues increased \$353,833 or 0.3% from the prior year mostly due to a 16.7% increase in public transportation tax and a 7.7% increase in motor vehicle fuel taxes. Total general revenue increases were offset by decreases in investment earnings and losses on the sale of assets. General revenues represent 65% of total revenues. Total expenses decreased by \$(11,649,332) or 7.5% from the prior year mostly from reduction in street and highway program expenses.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT’S DISCUSSION AND ANALYSIS

June 30, 2021

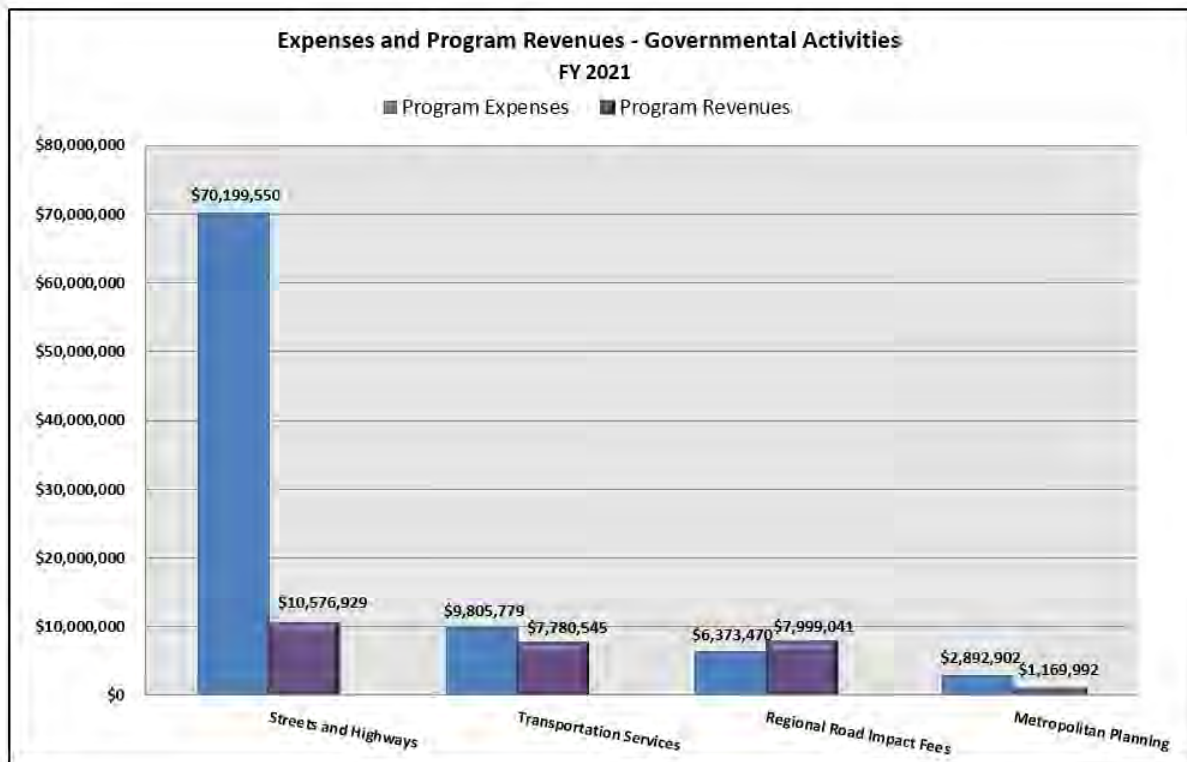
GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

Governmental Activities

Governmental activities include programs for street and highway, transportation services, and metropolitan planning. Governmental activities increased the RTC’s net position by \$34,848,880. The key elements of this increase are:

- Motor vehicle fuel tax revenue increased from the prior year by \$6,609,265 or 7.7% due to a 2% increase in gallons sold in FY 2021;
- Public transportation tax revenue increased from prior year by \$9,267,670 or 105.7% due to additional operating transfers from business type activities and increased retail sales for FY 2021; and
- Street and highway expenses decreased from prior year by \$15,464,485 or 18.1% due to completion of RTC’s Virginia Street bus rapid transit expansion project.

The following chart depicts the expenses and program revenues for governmental activities:



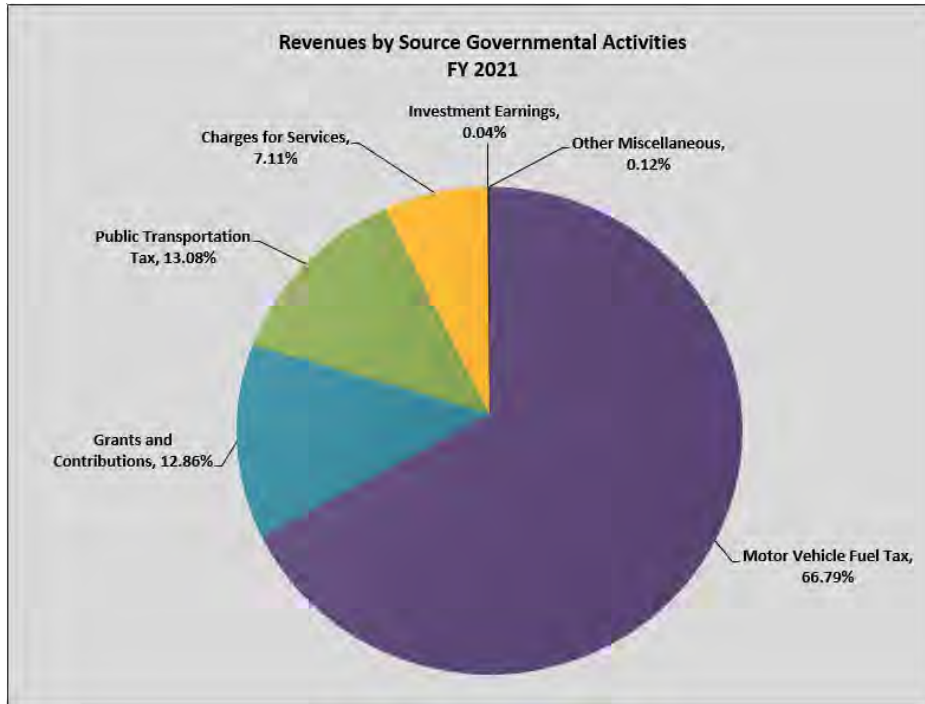
**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS

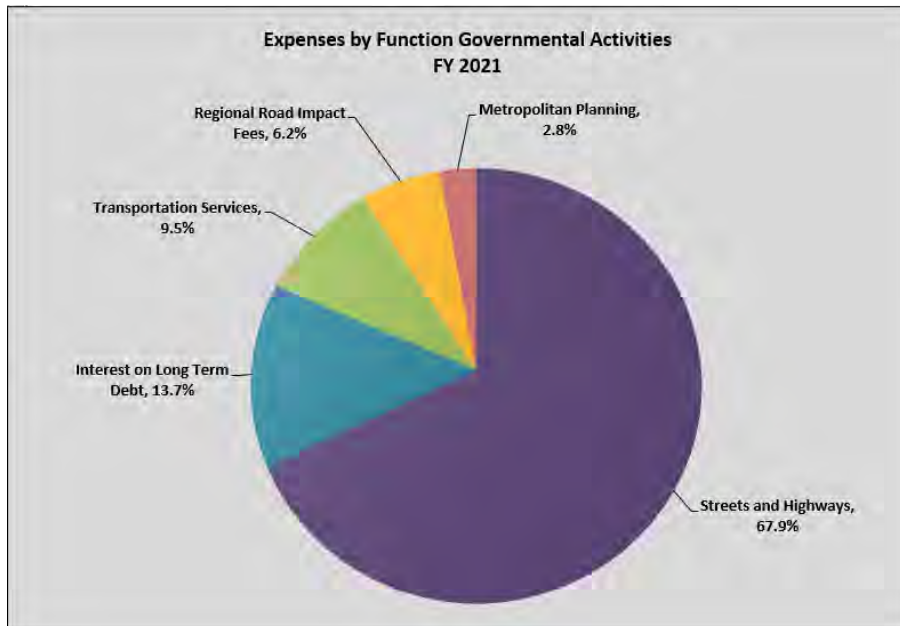
June 30, 2021

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, 2021

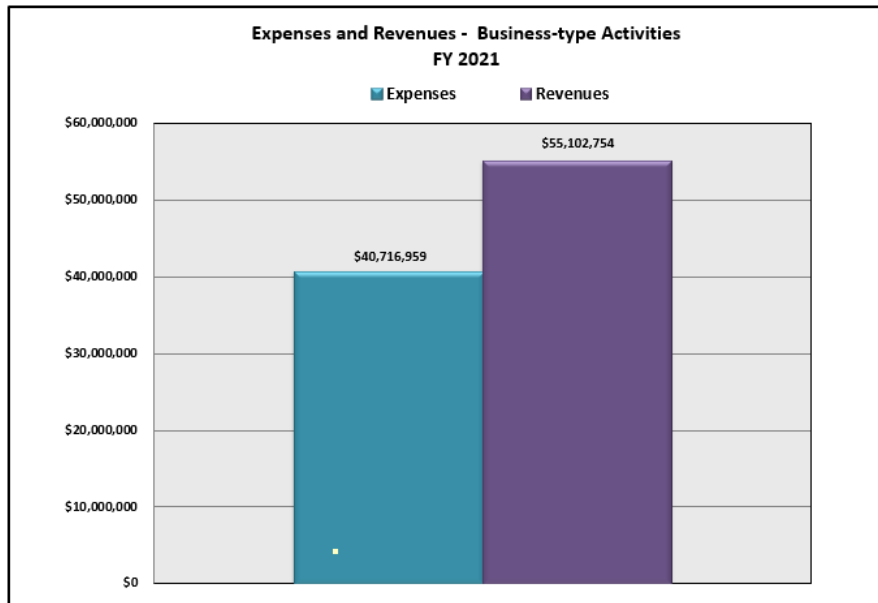
GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

Business-type Activities

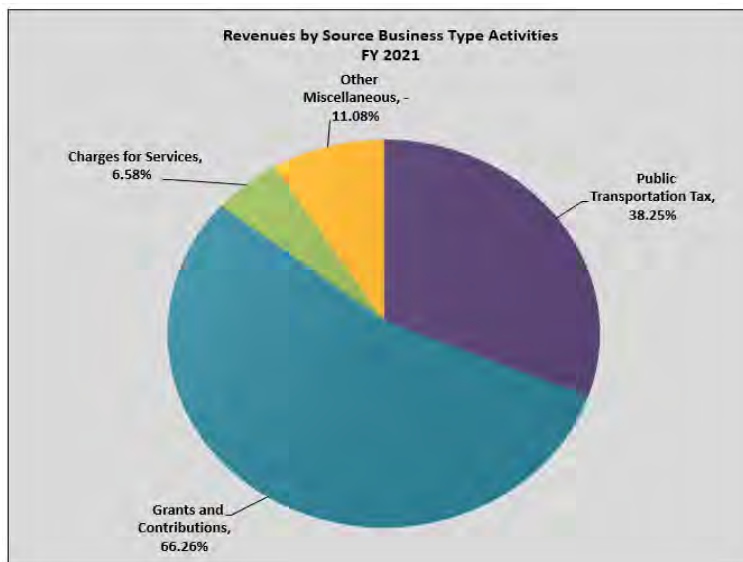
Under this section there is only one program, Public Transportation. Business-type activities increased the RTC's net position by \$14,010,795. The key elements of this increase are:

- Operating grants and contributions increased by \$9,534,838 or 95.8% due to federal CARES Act and American Rescue Plan stimulus funding; and
- Capital grants and contributions increased by \$8,629,978 or 102.8% due to the purchase of seventeen replacement buses.

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 - CONTINUED

June 30, 2021

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 \$168,822,004 an increase of \$27,876,283 in comparison with the prior year primarily due to increases in cash. 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 \$245,773 for prepaid expenses and deposits. Restricted fund balance was \$114,853,915 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 \$20,420,663 or 21.6% during the current fiscal year mostly due to increases in cash used for road construction project expenditures.

Debt Service Fund

The Debt Service Fund is a governmental fund used to account for RTC's debt service requirements. The existing debt in this fund is backed by Motor Vehicle Fuel tax revenues and 1/8th percent of Public Transportation (Sales) tax. The ending fund balance at June 30, 2021, is \$22,837,006 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, 2021, is \$20,714,433 of which \$192,975 is nonspendable for prepaid expenses and \$20,521,458 is restricted for road construction projects. The Regional Road Impact Fee fund balance increased \$2,363,929 or 13% for the current fiscal year mostly due to increases in cash impact fee revenue.

Paratransit Services Fund

The Paratransit Services Fund is a special revenue fund, which consists of the paratransit service RTC ACCESS for people with disabilities. The Paratransit Services Fund also records all transactions for the Washoe Senior Ride Program, a taxi subsidy for elderly residents of Washoe County and FlexRIDE a microtransit service. The ending fund balance at June 30, 2021, is \$8,635,235, of which \$25,089 is nonspendable for prepaid expenses and \$1,091,480 is restricted for federal grants match and \$7,518,666 is assigned for future expenditures. Unassigned fund balance is a zero.

The Paratransit Services fund balance increased \$4,059,620 or 89% for the current fiscal year mostly due to \$3,571,244 increase in federally funded paratransit operating expenditures over the prior year.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2021

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 COVID-19 pandemic. The operating statistics for RTC ACCESS are:

- RTC ACCESS carried a total of 121,468 passengers in FY 2021 compared with 182,556 in FY 2020; and
- RTC ACCESS operated 77,010 revenue vehicle hours in FY 2021 compared with 91,349 hours in FY 2020; and
- RTC ACCESS traveled 1,019,354 revenue vehicle miles in FY 2021 compared to 1,368,087 miles in FY 2020.

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, 2021, is \$1,535,642, of which \$22,781 is nonspendable for prepaid expenses, \$569,413 is restricted for federal grants match and \$943,448 is assigned for future expenditures.

The total fund balance increased \$492,107 or 47.2% for the current fiscal year mostly due to increases in cash and federal highway grant receivables for the Unified Planning Work Program (UPWP).

Proprietary Fund

The RTC's proprietary fund provides the same type of information found in the government-wide financial statements but this fund's statements provide more detail.

Proprietary Operations

The proprietary fund consists of an enterprise fund for the RTC RIDE transit system. The RTC RIDE transit system has been in operation since September, 1978.

RTC RIDE ridership decreased 36.7% over the prior fiscal year due to COVID-19 pandemic. RTC decreased revenue service hours and revenue miles due to driver labor shortages and decreased overall demand for transit services. The operating statistics for RTC RIDE are:

- RTC RIDE carried a total of 5,184,734 passengers in FY 2021 compared to 8,185,326 passengers in FY 2020; and
- RTC RIDE operated 265,543 revenue service hours in FY 2021 compared to 308,593 revenue service hours in FY 2020; and
- RTC RIDE traveled 2,839,671 revenue miles in FY 2021 compared to 3,403,183 revenue miles in FY 2020.

RTC RIDE currently operates 26 total routes, including RTC SIERRA SPIRIT, RTC RAPID and RTC INTERCITY most of which operate seven days a week with three routes operating 24 hours per day.

Revenues

The revenue sources for the RTC RIDE transit system are a 5/16 percent public transportation tax revenue, passenger revenues, investment income, advertising revenue, and Federal and State capital and operating grants.

In November 1982, voters of Washoe County approved a 1/4 percent sales tax increase for the purpose of public transportation and related support services. This tax is to be used for the operation of the RTC RIDE transit system, transportation planning, paratransit services, and other transportation services. This revenue source cannot be used for the construction of street and highway projects.

Effective July 1, 2003, an additional 1/8 percent sales tax was implemented. This revenue source can be used for public transportation or the construction of street and highway projects as directed by RTC management.

In total Public Transportation tax revenue was \$39,111,463 in FY 2021 compared to \$33,520,374 in FY 2020, an increase of \$5,591,089 or 16.7%.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

June 30, 2021

FINANCIAL ANALYSIS OF THE RTC'S FUNDS (CONTINUED)

RTC RIDE passenger revenues were \$3,044,093 in FY 2021 compared to \$3,972,632 in FY 2020, a decrease of \$928,539 or 23.4% due to decreases in ridership due to COVID-19 pandemic.

Federal funding amounts, received from the Federal Transit Administration (FTA), are based on nationwide formula allocations included in the Surface Transportation Act and discretionary grants. The RTC has built or renovated five major facilities and currently has a total fleet of 84 coaches. The FTA has participated in most of the transit and paratransit capital acquisitions.

Expenses

RTC RIDE operating expenses, including depreciation, in FY 2021 were \$40,716,959 compared to \$40,541,072 in FY 2020, an increase of \$175,887 or 0.4%; due to marginal increases in purchased transportation services expense.

GENERAL FUND BUDGETARY HIGHLIGHTS

Total revenues were over budget by \$9,864,039 primarily due to additional operating transfers of 1/8th Public Transportation tax used on road construction expenditures. Total expenditures were \$34,858,379 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, 2021 amounted to \$109,383,346 (net of accumulated depreciation). The RTC's net investment in capital assets for the current fiscal year increased \$3,031,941 or 2.8% mostly due to the addition of replacement buses, replacement CNG vans, new RAPID station, and replacement bus shelters.

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:

- Seventeen replacement buses \$12,197,445.
- Two electric buses and chargers \$2,365,163.
- Twelve replacement CNG vans \$1,723,994
- New RAPID station \$701,104.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

MANAGEMENT'S DISCUSSION AND ANALYSIS

June 30, 2021

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	
	2021	2020	2021	2020	2021	2020
Land	\$ 2,282	\$ 2,282	\$ 16,682	\$ 16,682	\$ 18,964	\$ 18,964
Water Rights	1,300	1,300	-	-	1,300	1,300
Construction in progress	453	2,133	10,256	13,770	10,709	15,903
Total capital assets not being depreciated	4,035	5,715	26,938	30,452	30,973	36,167
Coaches/vehicles	6,931	6,420	58,013	47,660	64,944	54,080
Buildings and leasehold improvements	6,742	6,742	65,946	65,946	72,688	72,688
Miscellaneous equipment	2,337	2,337	7,628	7,100	9,965	9,437
Computer equipment	-	-	1,878	1,749	1,878	1,749
Office furniture	-	-	128	128	128	128
Passenger shelters	-	-	12,295	11,594	12,295	11,594
Communications equipment	-	-	2,103	2,011	2,103	2,011
Revenue collection equipment	-	-	1,568	1,568	1,568	1,568
	16,010	15,499	149,559	137,756	165,569	153,255
Accumulated depreciation	(12,513)	(12,617)	(74,644)	(70,452)	(87,157)	(83,069)
Total capital assets being depreciated (net)	3,497	2,882	74,915	67,304	78,412	70,186
Capital assets (net)	<u>\$ 7,532</u>	<u>\$ 8,597</u>	<u>\$ 101,853</u>	<u>\$ 97,756</u>	<u>\$ 109,385</u>	<u>\$ 106,353</u>

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 \$312,215,000. 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 \$7.2 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, 2021

ECONOMIC FACTORS

- Prior to COVID-19 economic, Nevada economy experienced steady growth in retail sales, jobs, and the housing market.
- Nevada overall unemployment rate of 7.8% for June 2021 is down 7.6% in comparison to June 2020 but 1.9% higher than the national average of 5.9% at June 2021 due to lingering impacts of COVID-19 pandemic.
- Washoe County's unemployment rate was at 4.9% in June 2021, down 3.7% in comparison to June 2020.
- Nevada experienced overall job increase of 11.6% with the largest employment rebound in leisure and hospitality industry. As of June 2021, Nevada added back 138,700 jobs with reopening of businesses due to relaxed business restrictions related to COVID-19 pandemic.
- Washoe County experienced overall increase of 8.6% or 19,500 jobs with the largest employment incline in leisure and hospitality and food service and drinking places.
- Consumer Price Index (CPI) was 5.1% for the western region for June 2021 up 3.9% in comparison to June 2020..
- Nevada's statewide taxable sales increased 10.3% for FY 2021. Reno-Sparks taxable sales increased 19.4% for FY 2021 as the County starts to recover from impacts of COVID-19 pandemic.
- Median home sale prices in Washoe County increased 27.4% in June of 2021 as compared to June of 2020.
- Washoe County fuel consumption was up 1.98% for FY 2021 and Nevada's statewide fuel consumption was up 1.1% for FY 2021. The fiscal year fuel consumption increases are attributed to reopening of businesses and increased tourism travel.

All of these factors were considered in preparing the RTC's budget for fiscal year 2022.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the RTC's finances for all those with an interest in the RTC's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Chief Financial Officer, Regional Transportation Commission, 1105 Terminal Way, Suite 300, Reno, NV 89502.



BASIC FINANCIAL STATEMENTS

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

STATEMENT OF NET POSITION

June 30, 2021

	Primary Government		
	Governmental Activities	Business-type Activities	Total
Assets			
Cash and investments in custody of County Treasurer	\$ 116,735,036	\$ 20,545,096	\$ 137,280,132
Cash in bank and on hand	17,142,773	8,458,492	25,601,265
Restricted cash and investments	22,765,068	-	22,765,068
Accounts receivable	220,189	123,360	343,549
Due from federal government	1,634,943	5,453,489	7,088,432
Due from State of Nevada	19,264,434	7,344,410	26,608,844
Interest receivable	1,168,400	55,863	1,224,263
Impact fees receivable	1,688,027	-	1,688,027
Internal balances	179,474	(179,474)	-
Inventory	-	168,074	168,074
Prepaid expenses, deposits and other assets	486,618	304,263	790,881
Capital Assets:			
Land and construction in progress	2,735,448	26,937,329	29,672,777
Water Rights	1,300,000	-	1,300,000
Property, buildings and equipment, net of accumulated depreciation	3,496,977	74,913,592	78,410,569
Total assets	<u>188,817,387</u>	<u>144,124,494</u>	<u>332,941,881</u>
Deferred Outflows of Resources			
Deferred outflows related to pension	1,486,434	705,946	2,192,380
Deferred outflows related to OPEB	6,213,212	2,950,817	9,164,029
Deferred outflows related to debt refunding	2,699,014	-	2,699,014
Total deferred outflows of resources	<u>10,398,660</u>	<u>3,656,763</u>	<u>14,055,423</u>
Liabilities			
Accounts payable	10,019,402	2,806,965	12,826,367
Retentions payable	903,004	433,951	1,336,955
Accrued liabilities	212,724	2,426,355	2,639,079
Unearned revenue	13,750	6,200	19,950
Interest payable	7,342,270	-	7,342,270
Noncurrent liabilities:			
Due within one year	9,402,041	-	9,402,041
Due in more than one year	335,184,043	-	335,184,043
Net pension liability	8,176,356	3,883,166	12,059,522
Total OPEB liability	16,796,158	8,379,581	25,175,739
Total liabilities	<u>388,049,748</u>	<u>17,936,218</u>	<u>405,985,966</u>
Deferred Inflows of Resources			
Deferred inflows related to pension	611,107	290,230	901,337
Deferred inflows related to OPEB	643,898	305,804	949,702
Deferred inflows related to debt refunding	2,859,825	-	2,859,825
Total deferred inflows of resources	<u>4,114,830</u>	<u>596,034</u>	<u>4,710,864</u>
Net Position			
Net investment in capital assets	7,532,425	101,416,966	108,949,391
Restricted for:			
Street and highway construction	133,363,380	-	133,363,380
Federal grants match	3,672,886	-	3,672,886
Debt service	22,767,596	-	22,767,596
Total restricted net position	159,803,862	-	159,803,862
Unrestricted	(360,284,818)	27,832,039	(332,452,779)
Total net position	<u>\$ (192,948,531)</u>	<u>\$ 129,249,005</u>	<u>\$ (63,699,526)</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, 2021

FUNCTIONS/PROGRAMS	Program Revenues				Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Primary government							
Governmental activities:							
Street and highway	\$ 70,199,550	\$ 1,515,850	\$ 9,061,079	\$ -	\$ (59,622,621)	\$ -	\$ (59,622,621)
Transportation services	9,805,779	282,008	7,458,223	40,314	(2,025,234)	-	(2,025,234)
Regional road impact fees	6,373,470	7,999,041	-	-	1,625,571	-	1,625,571
Metropolitan planning	2,892,902	-	1,169,992	-	(1,722,910)	-	(1,722,910)
Interest on long-term debt	14,112,211	-	-	-	(14,112,211)	-	(14,112,211)
Total governmental activities	103,383,912	9,796,899	17,689,294	40,314	(75,857,405)	-	(75,857,405)
Business-type activities:							
Public Transportation	40,716,959	3,623,062	19,484,023	17,028,411	-	(581,463)	(581,463)
Total primary government	<u>\$ 144,100,871</u>	<u>\$ 13,419,961</u>	<u>\$ 37,173,317</u>	<u>\$ 17,068,725</u>	<u>(75,857,405)</u>	<u>(581,463)</u>	<u>(76,438,868)</u>
General revenues:							
Motor vehicle fuel tax					92,079,885	-	92,079,885
Public transportation tax					18,037,154	21,074,309	39,111,463
Investment earnings					52,092	42,819	94,911
Loss on sale of capital assets					-	(6,223,525)	(6,223,525)
Miscellaneous					162,154	73,655	235,809
Transfers					375,000	(375,000)	-
Total general revenues and transfers					<u>110,706,285</u>	<u>14,592,258</u>	<u>125,298,543</u>
Change in net position					<u>34,848,880</u>	<u>14,010,795</u>	<u>48,859,675</u>
Net position - beginning of year					<u>(227,797,411)</u>	<u>115,238,210</u>	<u>(112,559,201)</u>
Net position - ending					<u>\$ (192,948,531)</u>	<u>\$ 129,249,005</u>	<u>\$ (63,699,526)</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, 2021

	Major Funds	
	General Fund	Debt Service Fund
Assets		
Cash and investments in custody of County Treasurer	\$ 93,444,851	\$ 54,309
Cash in bank and on hand	10,883,288	15,101
Restricted cash and investments	-	22,765,068
Accounts receivable	209,259	-
Due from federal government	11,393	-
Due from other government	18,684,102	-
Interest receivable	187,693	5,134
Impact fees receivable	-	-
Prepays and other assets	243,588	-
Due from other funds	3,675,350	-
Deposits	2,185	-
Total assets	\$ 127,341,709	\$ 22,839,612
Liabilities		
Accounts payable	\$ 8,265,048	\$ 2,606
Retentions payable	773,759	-
Accrued liabilities	212,708	-
Due to other funds	2,872,170	-
Unearned revenue	13,750	-
Total liabilities	12,137,435	2,606
Deferred Inflows of Resources		
Unavailable revenue - state grants	10,834	-
Unavailable revenue - other reimbursements	93,752	-
Total deferred inflows of resources	104,586	-
Fund balances		
Nonspendable:		
Prepays	243,588	-
Deposits	2,185	-
Restricted for:		
Federal grants match	2,011,993	-
Street and highway construction	112,841,922	-
Debt service	-	22,767,596
Assigned:		
Subsequent year's actual & budget:		
appropriation		
of fund balance	-	69,410
Total fund balances	115,099,688	22,837,006
Total liabilities, deferred inflows of resources and fund balances	\$ 127,341,709	\$ 22,839,612

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
\$ 16,377,947	\$ 6,275,563	\$ 582,366	\$ 116,735,036
2,887,613	2,246,156	1,110,615	17,142,773
-	-	-	22,765,068
-	10,930	-	220,189
-	1,082,608	540,942	1,634,943
-	580,332	-	19,264,434
39,308	10,555	1,676	244,366
1,688,027	-	-	1,688,027
192,975	25,089	22,781	484,433
-	-	-	3,675,350
-	-	-	2,185
<u>\$ 21,185,870</u>	<u>\$ 10,231,233</u>	<u>\$ 2,258,380</u>	<u>\$ 183,856,804</u>
\$ 280,012	\$ 1,346,820	\$ 124,917	\$ 10,019,403
129,245	-	-	903,004
-	16	-	212,724
62,180	249,162	312,364	3,495,876
-	-	-	13,750
<u>471,437</u>	<u>1,595,998</u>	<u>437,281</u>	<u>14,644,757</u>
-	-	285,457	296,291
-	-	-	93,752
-	-	<u>285,457</u>	<u>390,043</u>
192,975	25,089	22,781	484,433
-	-	-	2,185
-	1,091,480	569,413	3,672,886
20,521,458	-	-	133,363,380
-	-	-	22,767,596
-	7,518,666	943,448	8,531,524
<u>20,714,433</u>	<u>8,635,235</u>	<u>1,535,642</u>	<u>168,822,004</u>
<u>\$ 21,185,870</u>	<u>\$ 10,231,233</u>	<u>\$ 2,258,380</u>	<u>\$ 183,856,804</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, 2021

Total fund balances - Governmental Funds		\$ 168,822,004
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources, and therefore, are not reported in governmental funds.		
Capital assets used in the operation of governmental funds	\$ 20,045,799	
Less accumulated depreciation	<u>(12,513,374)</u>	7,532,425
Other long-term assets are not available to pay for current period expenditures and, therefore, are reported as unavailable revenue in the funds.		
		390,043
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	(312,215,000)	
Bond premiums and discounts	(31,551,323)	
Accrued interest payable	(7,342,270)	
Compensated absences	(819,761)	
Other postemployment benefits (OPEB)	<u>(16,796,158)</u>	(368,724,512)
Build America Bond credits are not due in the current period and are not reported in the governmental funds		
		924,024
Net pension liabilities are not due and payable in the current period, and therefore, are not reported as liabilities in the governmental funds		
		(8,176,356)
Deferred outflows and inflows of resources related to debt refunding are applicable to reporting periods and, therefore, are not reported in the funds		
		(160,800)
Deferred outflows and inflows of resources related to OPEB are applicable to reporting periods and, therefore, are not reported in the funds		
		5,569,314
Deferred outflows and inflows of resources related to pensions are applicable to reporting periods and, therefore, are not reported in the funds		
		875,327
Net position of governmental activities		<u><u>\$ (192,948,531)</u></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, 2021

	Major Funds	
	General Fund	Debt Service Fund
Revenues		
Motor vehicle fuel tax	\$ 92,079,885	\$ -
Public transportation tax	13,037,154	-
Impact fees	-	-
Passenger fares	-	-
Project reimbursements	1,436,188	-
Transportation planning, operating and capital grants, and contributions:		
State of Nevada Department of Transportation	2,000,000	-
State of Nevada Department of Health and Human Services	-	-
Federal Transit Administration	7,050,245	-
Federal Highway Administration	-	-
Office of the Secretary of Transportation	-	-
Investment income	13,702	41,584
Miscellaneous	72,436	-
Total revenues	<u>115,689,610</u>	<u>41,584</u>
Expenditures		
Current:		
Street and highway	68,970,756	-
Transportation services	-	-
Metropolitan planning	-	-
Capital outlay:		
Equipment	-	-
Debt service:		
Principal	-	7,185,000
Interest	-	15,764,784
Debt service fees and other fiscal charges	-	25,027
Total expenditures	<u>68,970,756</u>	<u>22,974,811</u>
Excess (deficiency) of revenues over (under) expenditures	<u>46,718,854</u>	<u>(22,933,227)</u>
Other financing sources (uses)		
Transfers in	-	23,473,191
Transfers out	<u>(26,298,191)</u>	-
Total other financing sources (uses)	<u>(26,298,191)</u>	<u>23,473,191</u>
Net change in fund balances	20,420,663	539,964
Fund balances - beginning	<u>94,679,025</u>	<u>22,297,042</u>
Fund balances - ending	<u>\$ 115,099,688</u>	<u>\$ 22,837,006</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
\$ -	\$ -	\$ -	\$ 92,079,885
-	5,000,000	-	18,037,154
7,999,041	-	-	7,999,041
-	282,008	-	282,008
-	-	-	1,436,188
-	-	-	2,000,000
-	949,215	-	949,215
-	6,549,322	-	13,599,567
-	-	739,534	739,534
-	-	145,000	145,000
38,358	(42,027)	475	52,092
-	106,228	-	178,664
<u>8,037,399</u>	<u>12,844,746</u>	<u>885,009</u>	<u>137,498,348</u>
6,373,470	-	-	75,344,226
-	8,881,761	-	8,881,761
-	-	2,892,902	2,892,902
-	(96,635)	-	(96,635)
-	-	-	7,185,000
-	-	-	15,764,784
-	-	-	25,027
<u>6,373,470</u>	<u>8,785,126</u>	<u>2,892,902</u>	<u>109,997,065</u>
<u>1,663,929</u>	<u>4,059,620</u>	<u>(2,007,893)</u>	<u>27,501,283</u>
700,000	-	2,500,000	26,673,191
-	-	-	(26,298,191)
<u>700,000</u>	<u>-</u>	<u>2,500,000</u>	<u>375,000</u>
2,363,929	4,059,620	492,107	27,876,283
<u>18,350,504</u>	<u>4,575,615</u>	<u>1,043,535</u>	<u>140,945,721</u>
<u>\$ 20,714,433</u>	<u>\$ 8,635,235</u>	<u>\$ 1,535,642</u>	<u>\$ 168,822,004</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, 2021

Net change in fund balances - total governmental funds \$ 27,876,283

Amounts reported for governmental activities in the statement
of activities are different because:

Governmental funds report capital outlays as expenditures. However in the
statement of activities the cost of these assets are allocated over their estimated
useful lives and reported as depreciation expense. This is the amount by which
capital outlay exceeded depreciation expense in the current period.

Capital outlay	\$ (96,635)	
Current year depreciation expense	<u>(1,108,701)</u>	(1,205,336)

Revenues in the statement of activities that do not provide current
financial resources are not reported as revenues in governmental funds. 537,709

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>7,185,000</u>	7,185,000
--------------------	------------------	-----------

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	86,506	
Change in other post-employment benefits (OPEB)	(1,113,614)	
Change in accrued interest payable and bond premium	1,650,612	
Change in interest credits due from federal government	<u>1,961</u>	625,465

Governmental funds report pension contributions as expenditures when made.
However, in the statement of activities pension expense is the cost of benefits
earned, adjusted for member contributions, the recognition of changes in
deferred outflows and inflows of resources related to pensions, and investment
experience.

Contributions	1,816,719	
Pension expense	<u>(1,986,960)</u>	(170,241)

Change in net position of governmental activities \$ 34,848,880

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, 2021

	Budgeted Amounts		Actual Amounts	Variance to Final Budget
	Original	Final		
Revenues				
Motor vehicle fuel tax	\$ 89,668,203	\$ 89,668,203	\$ 92,079,885	\$ 2,411,682
Public transportation tax	2,464,189	2,464,189	13,037,154	10,572,965
Project reimbursements	1,720,100	1,720,100	1,436,188	(283,912)
Transportation planning and operating grants:				
State of Nevada Department of Transportation	-	-	2,000,000	2,000,000
Federal Transit Administration	31,845	31,845	7,050,245	7,018,400
Federal Highway Administration	10,881,234	10,881,234	-	(10,881,234)
Investment income	1,010,000	1,010,000	13,702	(996,298)
Miscellaneous	50,000	50,000	72,436	22,436
Total revenues	<u>105,825,571</u>	<u>105,825,571</u>	<u>115,689,610</u>	<u>9,864,039</u>
Expenditures				
Current:				
Street and highway	103,829,135	103,829,135	68,970,756	34,858,379
Total expenditures	<u>103,829,135</u>	<u>103,829,135</u>	<u>68,970,756</u>	<u>34,858,379</u>
Excess (deficiency) of revenues over (under) expenditures	<u>1,996,436</u>	<u>1,996,436</u>	<u>46,718,854</u>	<u>44,722,418</u>
Other financing sources (uses)				
Transfers out	<u>(25,632,777)</u>	<u>(25,632,777)</u>	<u>(26,298,191)</u>	<u>(665,414)</u>
Total other financing sources (uses)	<u>(25,632,777)</u>	<u>(25,632,777)</u>	<u>(26,298,191)</u>	<u>(665,414)</u>
Net change in fund balance	(23,636,341)	(23,636,341)	20,420,663	44,057,004
Fund balance - beginning	65,168,062	65,168,062	94,679,025	29,510,963
Fund balance - ending	<u>\$ 41,531,721</u>	<u>\$ 41,531,721</u>	<u>\$ 115,099,688</u>	<u>\$ 73,567,967</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, 2021

	Budgeted Amounts		Actual Amounts	Variance to Final Budget
	Original	Final		
Revenues				
Impact fees	\$ 20,600,120	\$ 20,600,120	\$ 7,999,041	\$ (12,601,079)
Project reimbursements	5,000	5,000	-	(5,000)
Investment income	200,000	200,000	38,358	(161,642)
Miscellaneous	1,000	1,000	-	(1,000)
Total revenues	<u>20,806,120</u>	<u>20,806,120</u>	<u>8,037,399</u>	<u>(12,768,721)</u>
Expenditures				
Current:				
Street and highway	22,786,407	22,786,407	6,373,470	16,412,937
Total expenditures	<u>22,786,407</u>	<u>22,786,407</u>	<u>6,373,470</u>	<u>16,412,937</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(1,980,287)</u>	<u>(1,980,287)</u>	<u>1,663,929</u>	<u>3,644,216</u>
Other financing sources				
Transfers in	500,000	500,000	700,000	200,000
Total other financing sources	<u>500,000</u>	<u>500,000</u>	<u>700,000</u>	<u>200,000</u>
Net change in fund balance	<u>(1,480,287)</u>	<u>(1,480,287)</u>	<u>2,363,929</u>	<u>3,844,216</u>
Fund balance - beginning	<u>17,514,205</u>	<u>17,514,205</u>	<u>18,350,504</u>	<u>836,299</u>
Fund balance - ending	<u>\$ 16,033,918</u>	<u>\$ 16,033,918</u>	<u>\$ 20,714,433</u>	<u>\$ 4,680,515</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, 2021

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance to Final Budget</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
Public transportation tax	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ -
Passenger fares	516,481	516,481	282,008	(234,473)
Transportation planning, operating and capital grants, and contributions:				
State of Nevada Department of Health and Human Services	826,126	826,126	949,215	123,089
Federal Transit Administration	4,710,291	4,710,291	6,549,322	1,839,031
Investment income	30,000	30,000	(42,027)	(72,027)
Miscellaneous	1,000	1,000	106,228	105,228
Total revenues	<u>11,083,898</u>	<u>11,083,898</u>	<u>12,844,746</u>	<u>1,760,848</u>
Expenditures				
Current:				
Transportation services	12,252,682	12,252,682	8,881,761	3,370,921
Capital outlay:				
Equipment	689,000	689,000	(96,635)	785,635
Total expenditures	<u>12,941,682</u>	<u>12,941,682</u>	<u>8,785,126</u>	<u>4,156,556</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(1,857,784)</u>	<u>(1,857,784)</u>	<u>4,059,620</u>	<u>5,917,404</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	(1,852,784)	(1,852,784)	4,059,620	5,912,404
Fund balance - beginning	<u>2,169,220</u>	<u>2,169,220</u>	<u>4,575,615</u>	<u>2,406,395</u>
Fund balance - ending	<u>\$ 316,436</u>	<u>\$ 316,436</u>	<u>\$ 8,635,235</u>	<u>\$ 8,318,799</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, 2021
with comparative amounts at June 30, 2020**

	2021	2020
Assets		
Current assets:		
Cash in custody of County Treasurer	\$ 20,545,096	\$ 19,179,727
Cash in bank and on hand	8,458,492	1,938,386
Accounts receivable	123,360	107,856
Due from federal government	5,453,489	3,703,345
Due from State of Nevada	7,344,410	5,888,933
Interest receivable	55,863	43,287
Due from other funds	2,976,732	257,747
Inventory	168,074	80,566
Prepaid expenses	304,263	363,499
Total current assets	45,429,779	31,563,346
Noncurrent assets:		
Property, buildings, and equipment, net	101,850,921	97,755,097
Total assets	147,280,700	129,318,443
Deferred Outflows of Resources		
Deferred outflows related to pension	705,946	790,444
Deferred outflows related to OPEB	2,950,817	440,863
Total deferred outflows of resources	3,656,763	1,231,307
Liabilities		
Current liabilities:		
Accounts payable	2,806,965	3,842,514
Retentions payable	433,951	86,171
Accrued liabilities	2,426,355	64,702
Unearned revenue	6,200	6,200
Due to other funds	3,156,206	1,440,190
Total current liabilities	8,829,677	5,439,777
Noncurrent liabilities:		
Other post-employment benefits	8,379,581	5,231,129
Net pension liability	3,883,166	3,794,848
Total liabilities	21,092,424	14,465,754
Deferred Inflows of Resources		
Deferred inflows related to pension	290,230	430,639
Deferred inflows related to OPEB	305,804	415,147
Total deferred inflows of resources	596,034	845,786
Net Position		
Net investment in capital assets	101,416,966	97,668,926
Unrestricted	27,832,039	17,569,284
Total net position	\$ 129,249,005	\$ 115,238,210

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, 2021
With comparative amounts for the year ended June 30, 2020**

	2021	2020
Operating revenues:		
Passenger fares	\$ 3,044,093	\$ 3,972,632
Bus advertising	178,240	245,866
Rental income	400,729	399,972
Miscellaneous	73,655	98,180
Total operating revenues	3,696,717	4,716,650
Operating expenses:		
General administration	32,944,659	32,745,725
Depreciation	7,772,300	7,795,347
Total operating expenses	40,716,959	40,541,072
Operating loss	(37,020,242)	(35,824,422)
Nonoperating revenues:		
Operating subsidies:		
Federal government grants	19,484,023	9,949,185
Other revenue:		
Public transportation tax	8,037,155	13,672,952
Public transportation taxes pledged	13,037,154	11,077,938
Investment income	42,819	607,728
Gain (loss) on sale of capital assets	(6,223,525)	-
Total nonoperating revenues	34,377,626	35,307,803
Loss before capital contributions and transfers	(2,642,616)	(516,619)
Capital contributions:		
Federal grants	17,028,411	8,359,976
State grants	-	38,457
Total capital contributions	17,028,411	8,398,433
Transfers:		
Transfers out	(375,000)	(260,000)
Total transfers	(375,000)	(260,000)
Change in net position	14,010,795	7,621,814
Net position - beginning of year	115,238,210	107,616,396
Net position - ending	\$ 129,249,005	\$ 115,238,210

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, 2021
With comparative amounts for the year ended June 30, 2020**

	2021	2020
Cash flows from operating activities		
Cash received from customers	\$ 3,330,243	\$ 4,456,301
Cash received from other funds	300,324	300,324
Cash payments to suppliers for goods and services	(29,843,623)	(28,567,236)
Cash compensation and employee benefits	(1,539,504)	(3,508,906)
Net cash provided by (used for) operating activities	(27,752,560)	(27,319,517)
Cash flows from noncapital financing activities		
Operating grants	17,754,291	9,907,029
Transfers to other funds	(375,000)	(260,000)
Public transportation tax received	19,623,390	24,375,408
Net cash provided by (used for) noncapital financing activities	37,002,681	34,022,437
Cash flows from capital and related financing activities:		
Acquisition of capital assets	(21,804,590)	(10,866,921)
Capital contributions	17,007,999	8,773,255
Proceeds from the sale of capital assets	3,401,704	-
Net cash provided by (used for) capital and related financing activities	(1,394,887)	(2,093,666)
Cash flows from investing activities:		
Investment income	30,241	622,457
Net change in cash and cash equivalents	7,885,475	5,231,711
Cash and cash equivalents - beginning	21,118,113	15,886,402
Cash and cash equivalents - ending	\$ 29,003,588	\$ 21,118,113
Noncash capital and related financing activities		
Amounts due to FTA for sale of capital assets	2,348,861	-

(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, 2021
With comparative amounts for the year ended June 30, 2020**

	2021	2020
Reconciliation of operating loss to net cash used in operating activities:		
Operating loss	\$ (37,020,242)	\$ (35,824,422)
Adjustments to reconcile operating loss to net cash used for operating activities:		
Depreciation and amortization expense	7,772,300	7,795,347
Decrease (increase) in accounts receivable	(20,063)	67,314
Decrease (increase) in inventory	(87,513)	83,176
Decrease (increase) in prepaid expenses	59,236	(10,442)
Increase (decrease) in accounts payable	(1,035,549)	1,632,407
Increase (decrease) in net pension liability	32,407	(62,830)
Increase (decrease) in net OPEB liability	529,155	48,218
Increase (decrease) in other liabilities	2,017,709	(1,048,285)
Total adjustments	9,267,682	8,504,905
Net cash used for operating activities	\$ (27,752,560)	\$ (27,319,517)

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, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the Regional Transportation Commission of Reno, Sparks and Washoe County, Nevada (RTC) conform to accounting principles generally accepted in the United States of America (GAAP), as applicable to governments. The Governmental Accounting Standards Board (GASB) is the standard setting body for governmental accounting and financial reporting. The GASB periodically updates its codification of the existing Governmental and Financial Reporting Standards, which along with subsequent GASB pronouncements, constitutes GAAP for governmental units. A summary of RTC's significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

Reporting Entity

The Regional Transportation Commission of Reno, Sparks and Washoe County was created through an Interlocal Cooperative Agreement signed in May 1978 by Washoe County, the City of Reno and the City of Sparks. It became the Regional Transportation Commission (RTC) in July 1979. The agreement was amended in 1985 when these three public entities delegated their powers to the Commission in order to consolidate the administration and operation of public mass transportation in Washoe County. The Commission operates as a governing board with two representatives selected by the Washoe County Board of Commissioners, two representatives selected by the City Council of the City of Reno and one representative selected by the City Council of the City of Sparks.

The RTC's street and highway construction projects in Washoe County are financed from the motor vehicle fuel tax revenue, public transportation tax revenue, and impact fees for the construction of new roads and capacity improvements on roads impacted by new development. These projects are submitted to the RTC for approval and subsequently to Washoe County, City of Reno, and City of Sparks for approval. An Interlocal Cooperative Agreement, signed by the three public entities mentioned is required before monies can be expended on these construction projects. The infrastructure created by these projects becomes the asset of the applicable public entity (City of Reno, 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, 2021

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, 2021

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, 2021

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 (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. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

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)	5-7
Support vehicles	5
Safety and security equipment	5-6
Tool and shop equipment	3-12

Deferred Outflows/Inflows of Resources

In addition to assets, the Statement of Net Position or balance sheet will sometimes report separate sections for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The RTC reports an amount related to pensions and other post-employment benefits (OPEB) on the government-wide financial statements.

In addition to liabilities, the Statement of Net Position or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The RTC has two types of deferred inflows of resources: 1) Amounts which arises only under the modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds balance sheet. The unavailable revenue reported is from three sources, federal grants, state grants, and project reimbursements and 2) Amounts related to pensions and OPEB on the government-wide financial statements. The amounts are deferred and recognized as an inflow of resources in the period that they become available.

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.

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Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

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, 2021

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, 2021

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, 2020, from which the summarized information was derived.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

New Accounting Pronouncements

The Governmental Accounting Standards Board has issued GASB Statement No. 84, *Fiduciary Activities*, effective for fiscal years beginning after December 15, 2019. This pronouncement was applicable; however, had no impact on the financial statements as of June 30, 2021.

The Governmental Accounting Standards Board has issued GASB Statement No. 87, *Leases*, effective for fiscal years beginning after June 15, 2021. This pronouncement will be implemented in fiscal year ending June 30, 2022.

The Governmental Accounting Standards Board has issued GASB Statement No. 89, *Accounting for Interest Cost Incurred Before the End of a Construction Period*, effective for fiscal years beginning after December 15, 2020. This pronouncement will be implemented in fiscal year ending June 30, 2022.

The Governmental Accounting Standards Board has issued GASB Statement No. 90, *Majority Equity Interests - An Amendment of GASB Statements No. 14 and No. 61*, effective for fiscal years beginning after December 15, 2019. This pronouncement was applicable; however, had no impact on the financial statements as of June 30, 2021.

The Governmental Accounting Standards Board has issued GASB Statement No. 91, *Conduit Debt Obligations*, effective for fiscal years beginning after December 15, 2021. This pronouncement will be implemented in fiscal year ending June 30, 2023.

The Governmental Accounting Standards Board has issued GASB Statement No. 92, *Omnibus 2020*, effective for fiscal years beginning after June 15, 2021. This pronouncement will be implemented in fiscal year ending June 30, 2022.

The Governmental Accounting Standards Board has issued GASB Statement No. 93, *Replacement of Interbank Offered Rates*, effective for fiscal years beginning after June 15, 2020, except for paragraphs 13 and 14, which are effective for fiscal years beginning after June 15, 2021. Paragraphs 13 & 14 of this pronouncement will be implemented in fiscal year ending June 30, 2022. All the other paragraphs were applicable; however, had no impact on the financial statements as of June 30, 2021.

The Governmental Accounting Standards Board has issued GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, effective for fiscal years beginning after June 15, 2022. This pronouncement will be implemented in fiscal year ending June 30, 2023.

The Governmental Accounting Standards Board has issued GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, effective for fiscal years beginning after June 15, 2022. This pronouncement will be implemented in fiscal year ending June 30, 2023.

The Governmental Accounting Standards Board has issued GASB Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans - an amendment of GASB Statements No.14 and No. 84, and a supersession of GASB Statement No. 32*, effective for fiscal years beginning after June 15, 2021. This pronouncement will be implemented in fiscal year ending June 30, 2022.

The Governmental Accounting Standards Board has issued GASB Statement No. 98, *The Annual Comprehensive Financial Report*, effective for fiscal years beginning after December 15, 2021. RTC implemented this pronouncement for the year ending June 30, 2021.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

NOTE B – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Budgetary Information

For the year ended June 30, 2021, 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, 2020.
- b. On May 22, 2020, the Executive Director submitted to the RTC's Board of Commissioners a proposed operating budget for the fiscal year commencing July 1, 2020. 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 22, 2020, the budget for each fund was adopted through passage of a resolution by a majority vote of the RTC's Board of Commissioners of the RTC. The RTC filed the budget directly with the Department of Taxation, State of Nevada.

The following legal requirements were considered in developing the budgetary data which is reflected in the financial statements.

- a. Annual budgets for all governmental and proprietary funds are adopted on a basis consistent with generally accepted accounting principles. The governing body can augment the budget after following public hearing procedures. Unexpended appropriations lapse at year-end.
- b. The Executive Director is authorized to transfer appropriations between accounts within the General Fund. Any revision which alters the total appropriations of a function or fund must be approved in advance prior to year-end by the RTC's Board of Commissioners and submitted to the Department of Taxation, State of Nevada.
- c. State statute does not require that capital outlay, debt service payments, and other cash transactions normally reflected in the Statement of Net Position of the Proprietary Fund be limited by the budget.
- d. Budgeted appropriations generally may not be exceeded by actual expenditures of the various governmental functions in the General Fund, Special Revenue Funds, and by operating and non-operating expenses in the Proprietary Fund.
- e. Fund net position in the Proprietary Fund may not be a deficit.

Excess of Expenditures over Appropriations and Deficit Fund Net Position

The RTC conformed to all significant statutory constraints on its financial administration during the year.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

NOTE C – CASH AND INVESTMENTS

Deposits

For the year ended June 30, 2021, the RTC had the following cash balances:

	Carrying Amount	Bank Balance
On hand	\$ 3,966	\$ 3,966
On deposit with bank	25,597,299	25,785,014
Restricted cash from Motor Vehicle Fuel Tax Revenue Bonds	14,655,264	14,655,264
Total RTC cash and deposits	<u>\$ 40,256,529</u>	<u>\$ 40,444,244</u>

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, 2021.

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, 2021, the carrying amount of \$137,280,132 recorded at fair value of the various funds of the RTC in the pool was approximately 17.9% of the County's total balance. Earnings, realized and unrealized gains and losses are included in the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balances and the Proprietary Fund's Statement of Revenues, Expenses and Changes in Fund Net Position, captioned as investment income.

Because the RTC's deposits are maintained in a recognized pooled investment fund under the care of a third party and the RTC's share of the pool does not consist of specific, identifiable investment securities, no disclosure of the individual deposits and investments or related custodial credit risk classifications is required. The RTC's deposits in the pool are considered to be highly liquid. The Washoe County audited Comprehensive Annual Financial Report indicates that there were no derivatives in the pool as of June 30, 2021. 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, 2021

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, 2021, 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
Money Market Mutual Funds	\$ 1,231,000	\$ 1,231,000	\$ -	\$ -
Federal Agency Bond	6,878,804		6,878,804	-
Total Investment	<u>8,109,804</u>	<u>\$ 1,231,000</u>	<u>\$ 6,878,804</u>	<u>\$ -</u>
Total Cash	40,256,529			
Washoe County Investment Pool	137,280,132			
Total Cash and Investments	<u>\$ 185,646,465</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, 2021, 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
Money Market Mutual Funds	\$ 1,231,000	\$ 1,231,000	\$ -	\$ -	\$ -
Federal Agency Bond	6,878,804	-	6,597,946	280,858	-
Washoe County Investment Pool	137,280,132	69,245,774	49,183,592	13,763,581	5,087,185
Total Investment	<u>145,389,936</u>	<u>70,476,774</u>	<u>55,781,538</u>	<u>14,044,439</u>	<u>5,087,185</u>
Total Cash	40,256,529	-	-	-	-
Total Cash and Investments	<u>\$ 185,646,465</u>	<u>\$ 70,476,774</u>	<u>\$ 55,781,538</u>	<u>\$ 14,044,439</u>	<u>\$ 5,087,185</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

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, 2021, the RTC's investments were rated as follows:

Investment Type	Fair Value	Ratings	
		Moody's	Standard & Poor's
Money Market Mutual Funds	\$ 1,231,000		
Federal Agency Bond	6,878,804	Aaa	AA+
Total Investments	<u>\$ 8,109,804</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, 2021 are 1.8 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, 2021, RTC's investments were invested in the following:

Money Market Mutual Funds	15.18 %
Federal Agency Bond	84.82 %

**Regional Transportation Commission
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NOTES TO FINANCIAL STATEMENTS

June 30, 2021

NOTE D – RESTRICTED CASH AND INVESTMENTS

Governmental Funds

The restricted cash and investments balance of \$22,765,068 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, 2021, follows:

Governmental Activities	Balance June 30, 2020	Additions & Reclassifications	Transfers/ Deletions	Balance June 30, 2021
Capital Assets not being depreciated:				
Land	\$ 2,282,090	\$ -	\$ -	\$ 2,282,090
Water Rights	1,300,000	-	-	1,300,000
Construction in progress	2,132,534	44,818	(1,723,994)	453,358
Total Capital Assets, not being depreciated	<u>5,714,624</u>	<u>44,818</u>	<u>(1,723,994)</u>	<u>4,035,448</u>
Capital Assets being depreciated:				
Revenue & support vehicles	6,419,745	1,723,994	(1,212,643)	6,931,096
Other equipment	2,337,293	-	-	2,337,293
Buildings and improvements	6,741,962	-	-	6,741,962
Total Capital Assets being depreciated	<u>15,499,000</u>	<u>1,723,994</u>	<u>(1,212,643)</u>	<u>16,010,351</u>
Less accumulated depreciation for:				
Revenue & support vehicles	(5,059,303)	(829,961)	1,212,643	(4,676,621)
Other equipment	(2,001,095)	(86,173)	-	(2,087,268)
Buildings and improvements	(5,556,918)	(192,567)	-	(5,749,485)
Total accumulated depreciation	<u>(12,617,316)</u>	<u>(1,108,701)</u>	<u>1,212,643</u>	<u>(12,513,374)</u>
Total Capital Assets being depreciated, net	<u>2,881,684</u>	<u>615,293</u>	<u>-</u>	<u>3,496,977</u>
Governmental activities Capital Assets, net	<u>\$ 8,596,308</u>	<u>\$ 660,111</u>	<u>\$ (1,723,994)</u>	<u>\$ 7,532,425</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

NOTE E – CAPITAL ASSETS (CONTINUED)

A summary of activity in capital assets used in business-type activities for the year ended June 30, 2021, follows:

Business-type Activities	Balance June 30, 2020	Additions	Transfers/ Deletions	Balance June 30, 2021
Capital Assets not being depreciated:				
Land	\$ 16,681,818	\$ -	\$ -	\$ 16,681,818
Construction in progress	13,770,195	9,506,586	(13,021,270)	10,255,511
Total Capital Assets, not being depreciated	<u>30,452,013</u>	<u>9,506,586</u>	<u>(13,021,270)</u>	<u>26,937,329</u>
Capital Assets being depreciated:				
Revenue vehicles	47,090,644	14,106,792	(3,618,508)	57,578,928
Tool and shop equipment	2,209,782	482,579	(89,712)	2,602,649
Office furniture and equipment	127,593	-	-	127,593
Support vehicles	569,485	151,305	(287,011)	433,779
Revenue collection and counting equipment	1,568,470	-	-	1,568,470
Miscellaneous fixtures and equipment	3,817,246	28,749	-	3,845,995
Buildings and improvements	64,581,146	-	-	64,581,146
Land improvements	1,364,355	-	-	1,364,355
Communications equipment	2,010,841	91,755	-	2,102,596
Surveillance equipment	1,073,160	106,213	-	1,179,373
Passenger shelters	11,593,565	701,104	-	12,294,669
Computer equipment	1,749,122	129,047	-	1,878,169
Total Capital Assets being depreciated	<u>137,755,409</u>	<u>15,797,544</u>	<u>(3,995,231)</u>	<u>149,557,722</u>
Less accumulated depreciation for:				
Revenue vehicles	(29,025,272)	(3,261,534)	3,248,621	(29,038,185)
Tool and shop equipment	(782,893)	(330,043)	44,856	(1,068,080)
Office furniture and equipment	(127,593)	-	-	(127,593)
Support vehicles	(528,978)	(26,235)	287,011	(268,202)
Revenue collection and counting equipment	(1,191,499)	(122,993)	-	(1,314,492)
Miscellaneous fixtures and equipment	(1,501,893)	(265,150)	-	(1,767,043)
Buildings and improvements	(27,091,744)	(2,177,712)	-	(29,269,456)
Land improvements	(764,179)	(54,695)	-	(818,874)
Communications equipment	(796,687)	(324,837)	-	(1,121,524)
Surveillance equipment	(939,945)	(63,996)	-	(1,003,941)
Passenger shelters	(6,133,868)	(1,033,960)	-	(7,167,828)
Computer equipment	(1,567,774)	(111,138)	-	(1,678,912)
Total accumulated depreciation	<u>(70,452,325)</u>	<u>(7,772,293)</u>	<u>3,580,488</u>	<u>(74,644,130)</u>
Total Capital Assets being depreciated, net	<u>67,303,084</u>	<u>8,025,251</u>	<u>(414,743)</u>	<u>74,913,592</u>
Business-type activities Capital Assets, net	<u>\$ 97,755,097</u>	<u>\$ 17,531,837</u>	<u>\$ (13,436,013)</u>	<u>\$ 101,850,921</u>

Construction in progress consist of construction of Virginia Street Bus Rapid Transit Stations, expected to be completed by Spring 2022. As of June 30, 2021, unexpended commitments balance of Virginia Street Bus Rapid Transit Extension project is \$2,624,868.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

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	\$ 43,232
Transportation services	1,065,469
Metropolitan planning	<u>-</u>
Total depreciation expense - Governmental activities	<u>1,108,701</u>
Business-type activities:	
Public transportation	<u>\$ 7,772,300</u>

NOTE F – CONTINGENCIES

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable fund. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time, although the RTC expects such amounts, if any, to be immaterial.

NOTE G – UNEARNED REVENUE

Governmental funds report unearned revenue in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. At the end of the current fiscal year, \$13,750 in unearned rental revenue was reported in the General Fund.

NOTE H – UNINSURED RISK

The RTC is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The RTC is self-insured for municipal liability and business auto liability. The RTC administers claims and judgments falling under the self-insurance limit. Liabilities of any fund are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNRs). The result of the process to estimate the claims liability is not an exact amount, as it depends on many factors, such as inflation, changes in legal doctrines and damage awards. Accordingly, claims are reevaluated periodically to consider the effects of inflation, recent claim settlement trends (including frequency and amount of payouts), and other economic and social factors. The estimate of the claims liability also includes amounts for incremental claim adjustment expenses related to specific claims and other claim adjustment expenses regardless of whether allocated to specific claims. All claims are liquidated as they become due and payable using current resources. Additional excess coverage insurance policies cover individual claims in excess of \$25,000 per event. Settlements have not exceeded coverage for each of the past five fiscal years. The RTC did not incur any liability claim in fiscal year 2021.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

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, 2021 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, 2021</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	173,600,000
Motor Vehicle Fuel Tax Series 2019 ⁽¹⁾	12/19/2019	56,235,000	4 - 5	2/1/2040	54,455,000
		<u>\$ 323,630,000</u>			<u>\$ 312,215,000</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 \$92,079,885 with principal and interest payments on the bonds totaling \$21,459,584. Total principal and interest remaining to be paid on all motor vehicle fuel tax bonds before BAB and RZEDB credits is \$508,625,370 payable through 2043.

Pledged sales tax revenue for the fiscal year on the Series 2010H bonds totaled \$13,037,154. Interest payments totaling \$1,490,200 were made during FY 2021. Total principal and interest remaining to be paid on the Series 2010H bond before BAB interest credits, is \$40,952,585 payable through 2040.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

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, 2021, were as follows:

	July 1, 2020	Additions	Reductions	Balance June 30, 2021	Due Within One Year
GOVERNMENTAL ACTIVITIES					
Revenue Bonds					
Motor Vehicle Fuel Tax Bonds	\$ 299,400,000	\$ -	\$ (7,185,000)	\$ 292,215,000	\$ 7,540,000
Sales Tax Improvement Bonds	20,000,000	-	-	20,000,000	-
Total Revenue Bonds	<u>319,400,000</u>	<u>-</u>	<u>(7,185,000)</u>	<u>312,215,000</u>	<u>7,540,000</u>
Less					
Bond Premium	33,054,734	-	(1,503,411)	31,551,323	1,503,411
Total Bond Premiums	<u>33,054,734</u>	<u>-</u>	<u>(1,503,411)</u>	<u>31,551,323</u>	<u>1,503,411</u>
Other Liabilities					
Compensated absences	916,737	772,475	(869,451)	819,761	358,630
Total Other Liabilities	<u>916,737</u>	<u>772,475</u>	<u>(869,451)</u>	<u>819,761</u>	<u>358,630</u>
Total Governmental Activities	<u>353,371,471</u>	<u>772,475</u>	<u>(9,557,862)</u>	<u>344,586,084</u>	<u>9,402,041</u>
Total Long-Term Obligations	<u>\$ 353,371,471</u>	<u>\$ 772,475</u>	<u>\$ (9,557,862)</u>	<u>\$ 344,586,084</u>	<u>\$ 9,402,041</u>

Long - term liabilities are liquidated from the General Fund for governmental activities.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

NOTE J – DEBT SERVICE REQUIREMENTS

Revenue bond debt service requirements to maturity are as follows:

Year Ending June 30,	Principal ¹	Interest ²	Total
2022	\$ 7,540,000	\$ 17,621,449	\$ 25,161,449
2023	7,910,000	17,244,449	25,154,449
2024	8,300,000	16,848,949	25,148,949
2025	8,715,000	16,433,949	25,148,949
2026	9,145,000	15,998,199	25,143,199
2027-2031	57,020,000	72,010,960	129,030,960
2032-2036	75,765,000	52,055,572	127,820,572
2037-2041	94,145,000	26,294,579	120,439,579
2042-2043	43,675,000	2,854,850	46,529,850
	<u>\$ 312,215,000</u>	<u>\$ 237,362,955</u>	<u>\$ 549,577,955</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 \$32,158,655 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, 2021 are summarized as follows:

	Due From						Total
	General Fund	Debt Service Fund	Regional Road Impact Fee Fund	Paratransit Fund	Nonmajor Governmental Funds	Proprietary Fund	
Due To:							
General Fund	\$ -	\$ -	\$ 62,180	\$ 170,991	\$ 285,973	\$ 3,156,206	\$ 3,675,350
Governmental Funds	-	-	62,180	170,991	285,973	3,156,206	3,675,350
Proprietary Fund	2,872,170	-	-	78,171	26,391	-	2,976,732
	<u>\$ 2,872,170</u>	<u>\$ -</u>	<u>\$ 62,180</u>	<u>\$ 249,162</u>	<u>\$ 312,364</u>	<u>\$ 3,156,206</u>	<u>\$ 6,652,082</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

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, 2021 were as follows:

Interfund transfers for the year ended June 30, 2021		
Transfers from:	Transfers to:	Amount
General Fund	Regional Road Impact Fee Fund	\$ 700,000
	Debt Service Fund	23,473,191
	Nonmajor Governmental Funds	2,125,000
	Subtotal	26,298,191
Public Transit Fund	Nonmajor Governmental Funds	375,000
Total Transfers In / Out		<u>\$ 26,673,191</u>

NOTE L – INVESTMENT INCOME

Investment income consists of the following as of June 30, 2021:

<u>Governmental Activities</u>	
Interest income	\$ 1,141,557
Net decrease in the fair value of investments	(1,409,965)
Realized gain	320,500
	<u>\$ 52,092</u>
 <u>Business-type Activities</u>	
Interest income	\$ 262,574
Net decrease in the fair value of investments	(283,726)
Realized gain	63,971
	<u>\$ 42,819</u>

The calculation of realized gain or loss is independent of the calculation of the net change in the fair value of investments. Realized gains or losses on investments held more than one fiscal year, which were sold in the current year, have been included as a change in the fair value of investments as reported in prior years and the current year.

NOTE M – LEASE INCOME

The Proprietary Fund owns a building located on Terminal Way in Reno, Nevada. The acquisition cost and subsequent improvements of the building and land are \$6,563,799 as of June 30, 2021. As of June 30, 2021, accumulated depreciation of the building was \$4,666,899.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

NOTE M – LEASE INCOME (CONTINUED)

Building space is leased to Truckee Meadows Regional Planning Agency. Eventually, the RTC plans to fully occupy the building. Future minimum lease receipts are as follows:

Year ending June 30,

2022	\$	26,784
	\$	26,784

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, 2021, was \$326,329 of which \$254,496 was received from the General Fund, and \$45,828 was received from the Special Revenue Fund.

In November 2020, RTC entered into a one 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 2021.

In December 2020, RTC entered into a one 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 2021.

Lease income of \$16,500 was received from Lamar Advertising Company for a billboard acquired through property acquisition for the Moana Lane widening project which was paid for by Motor Vehicle Fuel Tax Bond funds.

NOTE N – RETIREMENT PROGRAMS

The RTC contributes to the following retirement programs:

State of Nevada Public Employees' Retirement System

Plan Description

The RTC contributes to the Public Employees' Retirement System (PERS) (the System). PERS administers a cost-sharing, multiple-employer defined benefit Public employees' retirement system which includes both Regular and Police/Fire members. The System was established by the Nevada Legislature in 1947, effective July 1, 1948. The System is administered to provide a reasonable base income to qualified employees who have been employed by a public employer and whose earnings capacities have been removed or substantially impaired by age or disability.

Benefits, as required by the Nevada Revised Statutes (NRS) are determined by the number of years of accredited service at time of retirement and the member's highest average compensation in any 36 consecutive months with special provisions for members entering the System on or after January 1, 2010. Benefit payments to which participants or their beneficiaries may be entitled under the plan include pension benefits, disability benefits, and survivor benefits. Monthly benefit allowances for members are computed as 2.5% of average compensation for each accredited year of service prior to July 1, 2001.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

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, 2021, the employer-pay contribution rate was 29.25% 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>
2021	\$ 908,360	29.25%
2020	902,300	29.25%
2019	826,107	28.00%

The System's policies which determine the investment portfolio target asset allocation are established by the PERS Board. The asset allocation is reviewed annually and is designed to meet the future risk and return needs of the System. The following was the Board adopted policy target asset allocation as of June 30, 2020:

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%

**Regional Transportation Commission
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NOTES TO FINANCIAL STATEMENTS

June 30, 2021

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, 2020 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, 2020. At June 30, 2020, RTC's proportion was .08658%, which was a .00077 increase from its proportion measured at June 30, 2019.

The following presents the net pension liability of the RTC as of June 30, 2020, calculated using the discount rate of 7.50%, as well as what the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.50%) or 1-percentage-point higher (8.50%) than the current discount rate:

	1% Decrease in Discount Rate (6.50%)	Discount Rate (7.50%)	1% Increase in Discount Rate (8.50%)
RTC's proportionate share of the net pension liability	\$ 18,808,198	\$ 12,059,522	\$ 6,448,503

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the PERS Comprehensive Annual Financial Report, available on the PERS website at www.nvpers.org.

Actuarial Assumptions

The System's net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The total pension liability was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation rate	2.75%
Investment Rate of Return	7.5%
Productivity pay increase	0.50%
Projected salary increases	Regular: 4.25% to 9.15%, depending on service Rates include inflation and productivity increases
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, 2020 funding actuarial valuation

Actuarial assumptions used in the June 30, 2020 valuation were based on the results of the experience review completed in 2016.

The discount rate used to measure the total pension liability was 7.50% as of June 30, 2020. 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

**Regional Transportation Commission
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NOTES TO FINANCIAL STATEMENTS

June 30, 2021

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, 2020.

Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

As of June 30, 2021, RTC's total pension expense is \$1,084,660. At June 30, 2020, 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	\$ 374,679	\$ 155,717
Changes of assumptions	338,739	-
Net difference between projected and actual earnings on investments	-	455,558
Changes in proportion and differences between actual contributions and proportionate share of contributions	570,602	290,062
Total before contribution subsequent to measurement date	1,284,020	901,337
Contributions subsequent to the measurement date	908,360	-
Total	\$ 2,192,380	\$ 901,337

As of June 30, 2020 RTC reported \$908,360 deferred outflows of resources related to pensions resulting from employer contributions subsequent to the June 30, 2020 measurement date which will be recognized as a reduction of the net pension liability in the year ending June 30, 2022 measured as of June 30, 2021.

Average expected remaining service lives are 6.13 years.

RTC's deferred outflows/(inflows) of resources related to pension will be recognized as follows:

Reporting period ended June 30:

2022	\$ 23,425
2023	64,318
2024	108,442
2025	129,969
2026	52,134
2027	4,395

Additional information supporting the Schedule of Employer Allocations and the Schedule of Pension amounts by Employer is located in the PERS Comprehensive Annual Financial Report available on the PER's website at www.nvpers.org under Quick Links – Publications.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

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, 2021 were \$66,672.

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 \$7,532,425 in net investment in capital assets and \$137,036,266 of restricted net position which is restricted by terms of grants and by enabling legislation for street and highway construction. Another \$22,767,596 is subject to restrictions by the terms of bond covenants for future debt service requirements of principal and interest. Unrestricted net position is \$(360,284,818), and total net position is \$(192,948,531). 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.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

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 23 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, 2021 is \$129,249,005.

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, 2021, nonspendable funds consisted of prepaid items and deposits totaling \$486,618.

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, 2021, the RTC had \$3,672,886 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, 2021 were as follows:

Balance at July 1, 2020	\$	166,574,639
Project appropriations		100,779,397
Expenditures		62,811,384
Net project adjustments		2,203,877
Total balance for project appropriations at June 30, 2021	\$	<u>206,746,529</u>

The total balance for project appropriations exceeds the available restricted fund balance of \$112,841,922 for street and highway construction in the General Fund by \$93,904,607. Since the expenditures for these projects will span more than one year, future revenue sources will be required to fund these appropriations.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

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, 2021 were as follows:

Balance at July 1, 2020	\$	13,098,297
Project appropriations		21,603,722
Expenditures		5,843,519
Net project adjustments		<u>(1,601,406)</u>
Total balance for project appropriations at June 30, 2021	\$	<u><u>27,257,094</u></u>

The available restricted fund balance for street and highway construction in the Regional Road Impact Fee Fund is \$20,521,458 which is less than the total balance for project appropriations by \$6,735,636.

Debt Service restricted funds of \$22,767,596 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 \$7,518,666 in assigned balances which have been assigned for the purposes of the Paratransit Services Fund, \$69,410 have been assigned for the purposes of the Debt Service Fund, and \$943,448 assigned for purposes of the Metropolitan Planning Organization fund.

NOTE P – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS

In addition to the pension benefits described in Note N, the RTC provides other postemployment health benefits (OPEB) for eligible retirees through the RTC Retiree Health Benefit Program (RTC RHBP), a single employer defined benefit OPEB plan, and participates in the State of Nevada's Public Employee Benefit Plan (PEBP), an agent multiple-employer defined benefit OPEB plan.

RTC Retiree Health Benefit Program (RTC RHBP)

Plan Description

In accordance with NRS 287.010, the RTC Commission established and administers a retiree health insurance plan through the RTC Personnel Rules to provide postemployment benefits to eligible employees upon retirement. Retirees are offered medical, vision, and life insurance coverage through a single-employer defined benefit plan. As of June 30, 2021, all employees hired before June 1, 2013 who retire from the RTC and meet the requirements for retirement under the Public Employees Retirement System of Nevada (PERS) are eligible to participate. The plan benefit formula is based on years of service and retirees can choose from a self-funded group health plan or an HMO. The plan does not issue a separate financial report.

Funding Policy

The contribution requirements and benefits of the RTC are established and may be amended by the RTC Commission through the RTC Personnel Rules. The RTC contributes 50% of the health benefit premium for retirees with at least 10 years of service, 75% with 15 years, and 100% with 20 years or more. The benefit is reduced by 50% for part-time employees achieving the required milestones. Benefits are paid on a pay-as-you-go basis.

As of June 30, 2020 actuarial evaluation, the following employees were covered by the benefit terms:

Active employees		63
Retirees		<u>38</u>
Total Participants		<u><u>101</u></u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

NOTE P – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

State of Nevada’s Public Employee Benefit Plan (PEBP)

Plan Description

NRS 287.023 allowed retired employees of governmental entities within the State of Nevada to join the State’s Public Employee Benefit Program (PEBP), an agent multiple-employer defined benefit OPEB plan administered by a nine member governing board. PEBP provided medical, prescription, vision, life and accident insurance, and dental for retirees. The Plan is not accounted for as a trust fund, as an irrevocable trust has not been established to account for the Plan and no financial reports are issued.

Eligibility, benefit provisions, and subsidy requirements are governed by statutes of the State of Nevada and can only be amended through legislation. The statutes were revised effective November 30, 2008, to create new participation limitations so that only active members of PEBP can elect coverage after retirement. While the plan is generally closed to RTC retirees after September 1, 2008, former employees covered by PEBP at the time of their retirement (through a subsequent employer) may join the plan. For a retiree to participate in the PEBP program, the participant must be receiving PERS benefit.

Funding Policy

The RTC is required to provide a subsidy for their retirees that have elected to join PEBP. The subsidy is paid on the pay-as-you-go basis. Contribution requirements for plan members and the participating employers are assessed by the PEBP Board annually. Unsubsidized non-state retiree plan rates in effect for the fiscal year ranged from \$398 to \$753 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 \$36 for 16 years of service to a maximum of \$179 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 \$91 during the 2021 fiscal year. Subsidies for retiree premiums are required to be paid directly to the State when due.

As of June 30, 2020 actuarial evaluation, the following employees were covered by the benefit terms:

Active employees	0
Retirees	7
Total Participants	<u>7</u>

Total OPEB Liability

An actuarial valuation performed as of June 30, 2020 was used to determine the total OPEB liability for both the RTC and PEBP plans for their fiscal year ended June 30, 2021. The plans are funded on a pay-as-you-go basis with zero percent funding for the plan. For fiscal year 2021, the RTC’s cost of the RTC plan was \$288,613 for 38 eligible retirees. The RTC’s cost of the PEBP plan was \$3,730 for 7 eligible retirees. The RTC RHBP total OPEB liability is \$25,108,973. The PEBP total OPEB liability is \$66,766. RTC’s total OPEB liability for both plans is \$25,175,739.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

NOTE P – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

Actuarial Assumptions

The total OPEB liability in the June 30, 2020 actuarial valuation was determined using the following actuarial methods and assumptions, applied to all periods included in the measurement, unless otherwise specified:

	<u>RTC Plan</u>	<u>PEBP</u>
Funding Method	Entry Age Normal	Entry Age Normal
Discount Rate	2.66% as of June 30, 2020	2.66% as of June 30, 2020
Salary Increase	3.00% 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	S&P Municipal Bond 20 Year High Grade Index
Mortality Rate	Headcount Weighted RP 2014 Healthy Annuitant, set forward 1 year; projected with MacLeod Watts Scale 2020	Headcount Weighted RP 2014 Healthy Annuitant, set forward 1 year; projected with MacLeod Watts Scale 2020
Healthcare Cost Trend	5.8% for 2021, decreasing 0.1% per year to 4.00% by 2076	Before Medicare: 5.8% for 2021, decreasing 0.1% per year to 4.00% by 2076. 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 status is assumed to continue for life.	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, 2019, 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, 2021 were measured as of June 30, 2020, based on a June 30, 2020 measurement date for both plans.

Changes in OPEB Liabilities

Changes in the Total OPEB Liability - RTC PLAN:

Balance at June 30, 2020	\$ 15,327,825
Service Cost	410,545
Interest	433,143
Differences between expected and actual experience	1,020,374
Changes of assumptions	8,344,164
Benefit Payments	(427,078)
Net Changes	9,781,148
Balance at June 30, 2021	\$ 25,108,973

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

NOTE P – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

Changes in OPEB Liabilities (continued)

Changes in the Total OPEB Liability - PEBP:

Balance at June 30, 2020	\$ 70,114
Interest	1,898
Changes of assumptions	514
Plan Experience	(1,554)
Benefit Payments	(4,206)
Net Changes	(3,348)
Balance at June 30, 2021	\$ 66,766

Changes in assumptions reflect a change in expected migration to Medicare at age 65 from 0% to 65% of current pre-65 retirees, a change in inflation rate from 2.75% to 2.5% per year, a change in salary increases from 4% to 3%, a change in the discount rate from 2.79% as of June 30, 2019 to 2.66% as of June 30, 2020, 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 2018 to the MacLeod Watts Scale 2020 and an assumed healthcare trend increase of 0.25% per year for 2020 through 2023.

Sensitivity of the total OPEB liabilities to changes in the discount rate. The following presents the total OPEB liabilities of the plans, as well as what each plan's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.66 percent) or 1-percentage-point higher (3.66 percent) than the current discount rate:

	Current - 1% 1.66%	Current 2.66%	Current +1% 3.66%
RTC PLAN - Total OPEB Liability	\$ 30,004,428	\$ 25,108,973	\$ 21,250,261
PEBP - Total OPEB Liability	\$ 75,384	\$ 66,766	\$ 59,624

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	\$ 21,162,395	\$ 25,108,973	\$ 30,106,481
PEBP - Total OPEB Liability	\$ 59,965	\$ 66,766	\$ 74,773

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

NOTES TO FINANCIAL STATEMENTS

June 30, 2021

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, 2021, the RTC recognized OPEB expense of \$2,167,029. At June 30, 2021, 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	\$ 7,775,836	\$ 404,535
Differences between expected and actual experiences	859,938	545,167
Net difference between projected and actual earnings on investments	-	-
Benefits paid subsequent to the measurement date	524,069	-
Total	\$ 9,159,843	\$ 949,702

	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	4,186	-
Total	\$ 4,186	\$ -

\$528,255 reported as deferred outflows of resources related to benefits paid subsequent to measurement date will be recognized as a reduction of other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be the total OPEB liability in the year ended June 30, 2022. OPEB expense as follows:

Year ended June 30,	
2022	\$ 1,322,483
2023	1,322,483
2024	1,469,585
2025	1,517,071
2026	1,524,378
Thereafter	530,072



REQUIRED SUPPLEMENTARY INFORMATION

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

REQUIRED SUPPLEMENTARY INFORMATION

June 30, 2021

SCHEDULE OF CHANGES IN THE TOTAL OPEB LIABILITY AND RELATED RATIOS - PEBP ^{1,2}

	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Total OPEB liability				
Service Cost	\$ -	\$ -	\$ -	\$ -
Interest	1,898	2,037	2,274	2,116
Changes of benefit terms	-	-	-	-
Differences between expected and actual experiences	(1,554)	-	(5,598)	-
Changes of assumptions or other inputs	514	1,553	3,406	(3,835)
Benefit payments	<u>(4,206)</u>	<u>(3,642)</u>	<u>(5,112)</u>	<u>(4,069)</u>
Net change in total OPEB liability	(3,348)	(52)	(5,030)	(5,788)
Total OPEB liability - beginning	70,114	70,166	75,196	80,984
Total OPEB liability - ending	<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.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

REQUIRED SUPPLEMENTARY INFORMATION

June 30, 2021

SCHEDULE OF CHANGES IN THE TOTAL OPEB LIABILITY AND RELATED RATIOS-RTC Plan ^{1,2}

	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Total OPEB liability				
Service Cost	\$ 410,545	\$ 378,080	\$ 476,389	\$ 518,107
Interest	433,143	435,390	451,548	403,526
Changes of benefit terms	-	-	-	-
Differences between expected and actual experiences	1,020,374	-	(984,820)	-
Changes of assumptions or other inputs	8,344,164	485,035	727,940	(1,140,051)
Benefit payments	<u>(427,078)</u>	<u>(406,008)</u>	<u>(371,592)</u>	<u>(369,079)</u>
Net change in total OPEB liability	9,781,148	892,497	299,465	(587,497)
Total OPEB liability - beginning	15,327,825	14,435,328	14,135,863	14,723,360
Total OPEB liability - ending	<u>\$ 25,108,973</u>	<u>\$ 15,327,825</u>	<u>\$ 14,435,328</u>	<u>\$ 14,135,863</u>
Covered employee payroll	\$ 6,199,104	\$ 4,545,798	\$ 4,105,655	\$ 3,857,000
Net OPEB liability as a percentage of covered payroll	405.04%	337.19%	351.60%	366.50%

¹ GASB Statement No. 75 requires 10 years of information to be presented in this table. However, until ten years of data is available, the RTC will present information only for those years which information is available.

² The amounts presented for each fiscal year were determined as of the year-end that occurred one year prior.

Note: There are no assets accumulated in a trust to pay related benefits.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

REQUIRED SUPPLEMENTARY INFORMATION

June 30, 2021

SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY - LAST TEN YEARS ^{1, 2}

	<u>2020 Valuation</u>	<u>2019 Valuation</u>	<u>2018 Valuation</u>	<u>2017 Valuation</u>	<u>2016 Valuation</u>	<u>2015 Valuation</u>	<u>2014 Valuation</u>
RTC's proportion of the net pension liability	0.08658%	0.08581%	0.08096%	0.08207%	0.08636%	0.08468%	0.08501%
RTC's proportionate share of the net pension liability	\$ 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	\$ 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	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	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 ^{2, 3}

State of Nevada Public Employees' Retirement System (PERS)

	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Statutorily required contribution	\$ 1,816,719	\$ 1,804,601	\$ 1,652,215	\$ 1,502,067	\$ 1,473,393	\$ 1,464,380	\$ 1,287,423
Contributions in relation to the statutorily required contribution	\$ 1,816,719	\$ 1,804,601	\$ 1,652,215	\$ 1,502,067	\$ 1,473,393	\$ 1,464,380	\$ 1,287,423
Contribution (deficiency) excess	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employer's covered payroll	\$ 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	29.25%	29.25%	28.00%	28.00%	28.00%	27.74%	25.36%

¹ The amounts presented for each fiscal year is of the valuation determined one year in arrears from the basic financial statements. For example, the fiscal year 2018 basic financial statements are based on the 2017 valuation.

² GASB Statement No. 68 requires ten years of information to be presented in this table. However, until ten years of data is available, the RTC will present information only for those years which information is available.

³ Amounts reported above for statutorily required contributions include employer and employee contributions made to the Plan. RTC contributes the employees' share on their behalf.



NON-MAJOR GOVERNMENTAL FUNDS

Metropolitan Planning Organization Fund

This fund is used to account for resources provided for transportation planning.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**BALANCE SHEET
NONMAJOR GOVERNMENTAL FUND
METROPOLITAN PLANNING ORGANIZATION FUND**

June 30, 2021

Assets

Cash in custody of County Treasurer	\$ 582,366
Cash in bank and on hand	1,110,615
Due from federal government	540,942
Interest receivable	1,676
Prepays	22,781
Total assets	<u>\$ 2,258,380</u>

Liabilities

Accounts payable	\$ 124,917
Due to other funds	312,364
Total liabilities	<u>437,281</u>

Deferred Inflows of Resources

Unavailable revenue - state grants	<u>285,457</u>
Total deferred inflows of resources	<u>285,457</u>

FUND BALANCE

Nonspendable:	
Prepays	22,781
Restricted for:	
Federal grants match	569,413
Assigned:	
Subsequent years actual & budget: appropriation of fund balance	<u>943,448</u>
Total fund balance	<u>1,535,642</u>
Total liabilities, deferred inflows of resources and fund balance	<u>\$ 2,258,380</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
SPECIAL REVENUE FUND
(Metropolitan Planning Organization Fund)**

Year ended June 30, 2021

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance to Final Budget</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
Regional transportation planning operating and capital grants:				
Federal Highway Administration	\$ 1,235,000	\$ 1,235,000	\$ 739,534	\$ (495,466)
Office of the Secretary of Transportation	-	-	145,000	145,000
Investment income	10,000	10,000	475	(9,525)
Miscellaneous	1,000	1,000	-	(1,000)
Total revenues	<u>1,246,000</u>	<u>1,246,000</u>	<u>885,009</u>	<u>(360,991)</u>
Expenditures				
Current:				
Metropolitan planning	<u>3,802,631</u>	<u>3,802,631</u>	<u>2,892,902</u>	<u>909,729</u>
Total expenditures	<u>3,802,631</u>	<u>3,802,631</u>	<u>2,892,902</u>	<u>909,729</u>
Deficiency of revenues under expenditures	<u>(2,556,631)</u>	<u>(2,556,631)</u>	<u>(2,007,893)</u>	<u>548,738</u>
Other financing sources				
Transfers in	<u>2,500,000</u>	<u>2,500,000</u>	<u>2,500,000</u>	<u>-</u>
Total other financing sources	<u>2,500,000</u>	<u>2,500,000</u>	<u>2,500,000</u>	<u>-</u>
Net change in fund balance	(56,631)	(56,631)	492,107	548,738
Fund balance - beginning	261,336	261,336	1,043,535	782,199
Fund balance - ending	<u>\$ 204,705</u>	<u>\$ 204,705</u>	<u>\$ 1,535,642</u>	<u>\$ 1,330,937</u>



**CAPITAL ASSETS USED IN THE OPERATION OF
GOVERNMENTAL FUNDS**

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**CAPITAL ASSETS USED IN THE OPERATION OF GOVERNMENTAL FUNDS
SCHEDULE BY SOURCES**

June 30, 2021

Governmental funds capital assets

Land	\$ 2,282,090
Buildings and leasehold improvements	8,041,962
Revenue vehicles	6,931,096
Other equipment	2,337,293
Construction in progress	<u>453,358</u>

Total governmental funds capital assets \$ 20,045,799

**Investments in governmental capital assets
by source**

General fund	\$ 3,662,114
Special revenue funds	<u>16,383,685</u>

Total governmental funds capital assets \$ 20,045,799

**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, 2021

<u>Function and Activity</u>	<u>Land</u>	<u>Buildings and Leasehold Improvements</u>	<u>Revenue Vehicles</u>	<u>Other Equipment</u>	<u>Construction in Progress</u>	<u>Total</u>
General government	\$ 1,407,500	\$ 1,351,886	\$ -	\$ 902,728	\$ -	\$ 3,662,114
Metropolitan planning	-	-	-	195,099	-	195,099
Transportation services	874,590	6,690,076	6,931,096	1,239,466	453,358	16,188,586
Total governmental funds capital assets	<u>\$ 2,282,090</u>	<u>\$ 8,041,962</u>	<u>\$ 6,931,096</u>	<u>\$ 2,337,293</u>	<u>\$ 453,358</u>	<u>\$ 20,045,799</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**CAPITAL ASSETS USED IN THE OPERATION OF GOVERNMENTAL FUNDS
SCHEDULE OF CHANGES BY FUNCTION AND ACTIVITY**

Year ended June 30, 2021

<u>Function and Activity</u>	<u>Governmental Funds Capital Assets July 1, 2020</u>	<u>Additions</u>	<u>Deletions</u>	<u>Governmental Funds Capital Assets June 30, 2021</u>
General government	\$ 3,662,114	\$ -	\$ -	\$ 3,662,114
Metropolitan planning	195,099	-	-	195,099
Transportation services	17,356,411	1,768,812	(2,936,637)	16,188,586
Total governmental funds capital assets	<u>\$ 21,213,624</u>	<u>\$ 1,768,812</u>	<u>\$ (2,936,637)</u>	<u>\$ 20,045,799</u>



OTHER SUPPLEMENTARY INFORMATION

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CURRENT EXPENDITURES - BUDGET AND ACTUAL
GENERAL FUND
(Regional Street and Highway Fund)**

**Year ended June 30, 2021
With comparative actual amounts for the year ended June 30, 2020**

	<u>Actual Amounts</u>	<u>Final Budget</u>	<u>Variance to Final Budget</u>	<u>2020 Actual Amounts</u>
Labor	\$ 2,487,764	\$ 2,691,735	\$ 203,971	\$ 2,472,561
Fringe	1,200,666	1,334,982	134,316	1,134,929
Services	2,006,165	4,859,027	2,852,862	2,673,046
Materials and supplies	51,569	97,002	45,433	73,565
Utilities	28,496	23,868	(4,628)	24,737
Insurance costs	27,398	33,068	5,670	31,660
Miscellaneous expense	357,314	451,474	94,160	354,908
Street and highway projects	62,811,384	94,337,979	31,526,595	77,309,279
Total current expenditures	<u>\$ 68,970,756</u>	<u>\$ 103,829,135</u>	<u>\$ 34,858,379</u>	<u>\$ 84,074,685</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CURRENT EXPENDITURES - BUDGET AND ACTUAL
DEBT SERVICE FUND**

Year ended June 30, 2021

With comparative actual amounts for the year ended June 30, 2020

	<u>Actual Amounts</u>	<u>Final Budget</u>	<u>Variance to Final Budget</u>	<u>2020 Actual Amounts</u>
Principal	\$ 7,185,000	\$ 7,185,000	\$ -	\$ 6,626,000
Interest	15,764,784	15,767,727	2,943	15,554,662
Debt service fees and other fiscal charges	25,027	55,050	30,023	34,853
Total current expenditures	<u>\$ 22,974,811</u>	<u>\$ 23,007,777</u>	<u>\$ 32,966</u>	<u>\$ 22,215,515</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, 2021

With comparative actual amounts for the year ended June 30, 2020

	<u>Actual Amounts</u>	<u>Final Budget</u>	<u>Variance to Final Budget</u>	<u>2020 Actual Amounts</u>
Labor	\$ 266,742	\$ 361,023	\$ 94,281	\$ 395,856
Fringe	129,548	180,771	51,223	182,840
Services	111,865	116,852	4,987	121,722
Materials and supplies	2,821	9,990	7,169	8,182
Utilities	3,070	3,244	174	3,989
Miscellaneous expense	15,905	24,356	8,451	19,676
Capacity improvement projects	5,843,519	6,490,051	646,532	2,813,060
Capital contribution projects	-	15,600,120	15,600,120	-
Total current expenditures	<u>\$ 6,373,470</u>	<u>\$ 22,786,407</u>	<u>\$ 16,412,937</u>	<u>\$ 3,545,325</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, 2021
With comparative actual amounts for the year ended June 30, 2020**

	<u>Actual Amounts</u>	<u>Final Budget</u>	<u>Variance to Final Budget</u>	<u>2020 Actual Amounts</u>
Labor	\$ 621,631	\$ 631,279	\$ 9,648	\$ 618,897
Fringe	301,906	288,406	(13,500)	285,560
Services	247,910	410,110	162,200	278,764
Materials and supplies	170,210	487,311	317,101	231,393
Utilities	15,275	36,782	21,507	23,853
Casualty/liability insurance	54,133	65,920	11,787	88,319
Miscellaneous expense	283,678	432,571	148,893	261,213
Purchased transportation services	7,187,018	9,900,303	2,713,285	6,925,205
Total current expenditures	<u>\$ 8,881,761</u>	<u>\$ 12,252,682</u>	<u>\$ 3,370,921</u>	<u>\$ 8,713,204</u>

**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, 2021
With comparative actual amounts for the year ended June 30, 2020**

	Actual Amounts	Final Budget	Variance to Final Budget	2020 Actual Amounts
Labor	\$ 1,182,635	\$ 1,229,293	\$ 46,658	\$ 1,090,357
Fringe	586,013	568,349	(17,664)	505,993
Services	843,777	1,409,743	565,966	857,694
Materials and supplies	14,175	97,580	83,405	44,440
Utilities	13,612	10,105	(3,507)	10,984
Casualty/liability insurance	13,690	16,480	2,790	15,830
Miscellaneous expense	239,000	471,081	232,081	269,027
Total current expenditures	<u>\$ 2,892,902</u>	<u>\$ 3,802,631</u>	<u>\$ 909,729</u>	<u>\$ 2,794,325</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, 2021

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance to Final Budget</u>
	<u>Original</u>	<u>Final</u>		
Revenues				
Investment income	\$ 300,000	\$ 300,000	\$ 41,584	\$ (258,416)
Total revenues	<u>300,000</u>	<u>300,000</u>	<u>41,584</u>	<u>(258,416)</u>
Expenditures				
Current:				
Debt service:				
Principal	7,185,000	7,185,000	7,185,000	-
Interest	15,767,727	15,767,727	15,764,784	2,943
Debt service fees and other fiscal charges	55,050	55,050	25,027	30,023
Total expenditures	<u>23,007,777</u>	<u>23,007,777</u>	<u>22,974,811</u>	<u>32,966</u>
Deficiency of revenues under expenditures	<u>(22,707,777)</u>	<u>(22,707,777)</u>	<u>(22,933,227)</u>	<u>(225,450)</u>
Other financing sources				
Transfers in	23,007,777	23,007,777	23,473,191	465,414
Total other financing sources	<u>23,007,777</u>	<u>23,007,777</u>	<u>23,473,191</u>	<u>465,414</u>
Net change in fund balance	300,000	300,000	539,964	239,964
Fund balance - beginning	<u>20,643,786</u>	<u>20,643,786</u>	<u>22,297,042</u>	<u>1,653,256</u>
Fund balance - ending	<u>\$ 20,943,786</u>	<u>\$ 20,943,786</u>	<u>\$ 22,837,006</u>	<u>\$ 1,893,220</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
BUDGET AND ACTUAL
PROPRIETARY FUND
(Public Transit Fund)**

**Year ended June 30, 2021
With comparative actual amounts for the year ended June 30, 2020**

	2021			2020
	Final Budget	Actual Amounts	Variance to Final Budget	Actual Amounts
Operating revenues				
Passenger fares	\$ 3,819,226	\$ 3,044,093	\$ (775,133)	\$ 3,972,632
Bus advertising	250,000	178,240	(71,760)	245,866
Rental income	400,793	400,729	(64)	399,972
Miscellaneous	4,200	73,655	69,455	98,180
Total operating revenues	<u>4,474,219</u>	<u>3,696,717</u>	<u>(777,502)</u>	<u>4,716,650</u>
Operating expenses				
General administration	37,207,416	32,944,659	4,262,757	32,745,725
Depreciation	9,000,000	7,772,300	1,227,700	7,795,347
Total operating expenses	<u>46,207,416</u>	<u>40,716,959</u>	<u>5,490,457</u>	<u>40,541,072</u>
Operating loss	<u>(41,733,197)</u>	<u>(37,020,242)</u>	<u>4,712,955</u>	<u>(35,824,422)</u>
Nonoperating revenues				
Operating subsidies:				
Federal government grants	5,411,041	19,484,023	14,072,982	9,949,185
Other revenue:				
Public transportation tax	12,249,324	8,037,155	(4,212,169)	13,672,952
Public transportation taxes pledged	9,856,756	13,037,154	3,180,398	11,077,938
Investment income	300,000	42,819	(257,181)	607,728
Gain on sale of capital assets	20,000	(6,223,525)	(6,243,525)	-
Total nonoperating revenues	<u>27,837,121</u>	<u>34,377,626</u>	<u>6,540,505</u>	<u>35,307,803</u>
Income (loss) before capital contributions and transfers	(13,896,076)	(2,642,616)	11,253,460	(516,619)
Capital contributions				
Federal grants	36,824,993	17,028,411	(19,796,582)	8,359,976
State grants	-	-	-	38,457
Total capital contributions	<u>36,824,993</u>	<u>17,028,411</u>	<u>(19,796,582)</u>	<u>8,398,433</u>
Transfers out	<u>(375,000)</u>	<u>(375,000)</u>	<u>-</u>	<u>(260,000)</u>
CHANGE IN NET POSITION	<u>\$ 22,553,917</u>	<u>\$ 14,010,795</u>	<u>\$ (8,543,122)</u>	<u>\$ 7,621,814</u>

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF EXPENSES BY OBJECT CLASSES - BUDGET AND ACTUAL
PROPRIETARY FUND
(Public Transit Fund)**

**Year ended June 30, 2021
With comparative actual amounts for the year ended June 30, 2020**

	<u>Actual Amounts</u>	<u>Final Budget</u>	<u>Variance to Final Budget</u>	<u>2020 Actual Amounts</u>
Labor	\$ 2,162,670	\$ 2,701,119	\$ 538,449	\$ 2,215,919
Fringe	1,654,412	1,825,966	171,554	1,047,109
Services	3,088,999	4,250,833	1,161,834	3,250,921
Materials and supplies	1,224,714	1,979,816	755,102	1,533,471
Utilities	323,178	496,312	173,134	395,856
Casualty/liability insurance	192,545	262,033	69,488	216,532
Miscellaneous expenses	315,760	476,026	160,266	338,527
Purchased transportation services	23,982,381	25,215,311	1,232,930	23,747,390
Operating expenses before depreciation and amortization	32,944,659	37,207,416	4,262,757	32,745,725
Depreciation and amortization	7,772,300	9,000,000	1,227,700	7,795,347
Total operating expenses	<u>\$ 40,716,959</u>	<u>\$ 46,207,416</u>	<u>\$ 5,490,457</u>	<u>\$ 40,541,072</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, 2021

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 2020	\$ 602,338	\$ 766,612	\$ 1,264,487	\$ 5,417,373	\$ 677,320	\$ 152,106	\$ 895,243	\$ 9,775,479
August 2020	614,303	781,840	1,289,582	5,522,342	695,510	155,127	950,043	10,008,748
September 2020	569,320	724,589	1,195,287	5,186,219	658,504	143,768	859,996	9,337,683
October 2020	582,301	741,110	1,222,715	5,335,775	675,289	147,046	851,314	9,555,550
November 2020	519,310	660,940	1,090,264	4,713,865	605,308	131,139	818,510	8,539,336
December 2020	529,163	673,480	1,120,606	4,764,300	619,179	138,016	820,262	8,665,007
January 2021	533,339	678,795	1,119,731	4,676,714	609,170	134,681	834,608	8,587,038
February 2021	508,434	647,097	1,067,364	4,486,174	574,983	128,392	812,021	8,224,466
March 2021	588,648	749,189	1,235,730	5,277,147	690,474	148,649	729,171	9,419,007
April 2021	594,160	756,204	1,247,467	5,341,467	700,726	150,040	536,646	9,326,711
May 2021	619,461	788,404	1,300,265	5,563,050	732,969	156,429	676,807	9,837,385
June 2021	626,780	797,721	1,315,749	5,672,671	735,864	158,278	771,500	10,078,563
	<u>\$ 6,887,557</u>	<u>\$ 8,765,981</u>	<u>\$ 14,469,248</u>	<u>\$ 61,957,099</u>	<u>\$ 7,975,297</u>	<u>\$ 1,743,671</u>	<u>\$ 9,556,121</u>	<u>\$ 111,354,973</u>

Allocation

Regional Transportation Commission, Washoe County, Nevada

General Fund	\$ 89,699,885
Regional Road Impact Fee Fund	700,000
Other governmental funds	1,680,000
	<u>92,079,885</u>

Distributed to the City of Reno, City of Sparks
and Washoe County, Nevada

	19,275,088
	<u>\$ 111,354,973</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, 2021

	Right- of-way Acquisition	Engineering and Inspection	Construction	Total
All Jurisdictions				
2020 Preventive Maintenance	\$ -	\$ 288,268	\$ 4,201,643	\$ 4,489,911
2021 Preventive Maintenance	-	385,630	1,598,969	1,984,599
Bus Stop 19-01	2,750	266,570	156,577	425,897
T/E spot intersection improvements 10	-	128,350	1,455	129,805
Traffic Management 1/2A/2B	-	17,901	147,815	165,716
	<u>2,750</u>	<u>1,086,719</u>	<u>6,106,459</u>	<u>7,195,928</u>
City of Reno				
Arlington Bridges	-	266,953	-	266,953
Center St. Multi-Modal	-	286,404	-	286,404
Golden Valley/Beckwourth	-	22,608	-	22,608
Golden Valley - Yorkshire/Virginia	-	33,272	46,290	79,562
Kings Row - Keystone Ave/Wyoming Ave	1,000	257,452	320,051	578,503
Kings Row Phase 2 (Wyoming Ave to McCarran Blvd)	-	150,467	-	150,467
Kuenzil Street Conversion	-	93,416	561,006	654,422
Lakeside Drive - Evans Creek/McCarran	-	189,900	1,415,936	1,605,836
Lemmon Dr. - US 395 to Military Rd/Fleetwood to Chickadee	331,091	856,900	-	1,187,991
LiDAR Living Lab & Imple	-	104,445	-	104,445
Mill Street Complete ST	265,523	12,933	-	278,456
Newport Lane	-	85,442	-	85,442
Oddie/Wells Corridor Multi-Modal	125	535,308	-	535,433
Peckham Lane	-	113,842	-	113,842
Reno Consolidated 19-02 - North Hills/ Hunter Lake/Sky Vista Dr.	-	13,074	-	13,074
Reno Consolidated 19-03 - Sierra Highlands/Colbert Dr.	-	-	-	-
Reno Consolidated 20-01 - Mayberry Dr./California Ave/First St.	81,416	379,766	-	461,182
Reno Consolidated 21-01 - Lund/Armstrong/Yuma	-	281,343	1,368,456	1,649,799
Reno Consolidated 22-01 - Sky Mountain Dr./Sky Valley Dr.	-	312,198	-	312,198
Reno Sparks Indian Colony Riverside Pathway	-	25,985	-	25,985
Southeast Connector Phase 2 - Clean Water/S. Meadows	-	89,227	2,659,776	2,749,003
Traffic Management 3	-	23,644	-	23,644
Traffic Management 4	-	77,840	-	77,840
Virginia St/ Midtown/UNR	2,749,775	1,371,555	11,283,951	15,405,281
West Fourth Street	-	8,159	-	8,159
	<u>3,428,930</u>	<u>5,592,133</u>	<u>17,655,466</u>	<u>26,676,529</u>
City of Sparks				
Greg St.- E. McCarran Blvd/Railroad Tracks	-	87,143	1,193,050	1,280,193
Oddie/Wells Corridor Multi-Modal	125	535,308	-	535,433
Prater Way - Howard Dr./Sparks Blvd	-	393,263	3,549,216	3,942,479
Sparks Blvd Capacity Improvement	-	2,001,829	2,034	2,003,863
Sparks Consolidated 19-01 - 15th St.	-	5,611	97,468	103,079
Sparks Consolidated 21-01 - Packer Way/Wild Island Ct.	-	204,937	1,272,011	1,476,948
Traffic Management 3	-	23,644	-	23,644
Traffic Management 4	-	11,120	-	11,120
	<u>125</u>	<u>3,262,855</u>	<u>6,113,779</u>	<u>9,376,759</u>
Washoe County				
Lemmon Dr. - US 395 to Military Rd/Fleetwood to Chickadee Dr.	331,091	856,900	-	1,187,991
Southeast Connector phase 2 - Clean Water/S. Meadows	-	22,307	664,944	687,251
Sun Valley Corridor Multi-Modal	(30)	628,576	6,536,140	7,164,686
	<u>331,061</u>	<u>1,507,783</u>	<u>7,201,084</u>	<u>9,039,928</u>
NV Department of Transportation				
Pyramid Hwy./US 395 connector	-	500,000	-	500,000
Spaghetti Bowl Xpress	-	-	10,000,000	10,000,000
Traffic Management 4	-	22,240	-	22,240
	<u>-</u>	<u>522,240</u>	<u>10,000,000</u>	<u>10,522,240</u>
Total All Projects	<u>\$ 3,762,866</u>	<u>\$ 11,971,730</u>	<u>\$ 47,076,788</u>	<u>\$ 62,811,384</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, 2021

	Right- of-way Acquisition	Engineering and Inspection	Construction	Impact Fee Credits/Waivers	Total
North Service Area					
North Valley improvements 2 & 3	\$ -	\$ 29,260	\$ -	\$ -	\$ 29,260
T/E spot intersection improvements 8 - 1 & 2	-	21,573	668,552	-	690,125
T/E spot intersection improvements 9 - 1	1,572	62,095	787,037	-	850,704
T/E spot intersection improvements 10	1,000	98,444	-	-	99,444
Sky Vista	-	723,437	-	-	723,437
Impact Credits/Waivers	-	-	-	1,014,228	1,014,228
	<u>2,572</u>	<u>934,809</u>	<u>1,455,589</u>	<u>1,014,228</u>	<u>3,407,198</u>
South Service Area					
T/E spot intersection improvements 8 - 1 & 2	-	-	272,465	-	272,465
T/E spot intersection improvements 9 - 2	1,000	109,714	1,797,863	-	1,908,577
T/E spot intersection improvements 10	-	255,279	-	-	255,279
Impact Credits/Waivers	-	-	-	-	-
	<u>1,000</u>	<u>364,993</u>	<u>2,070,328</u>	<u>-</u>	<u>2,436,321</u>
 Total All Projects	<u>\$ 3,572</u>	<u>\$ 1,299,802</u>	<u>\$ 3,525,917</u>	<u>\$ 1,014,228</u>	<u>\$ 5,843,519</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, 2021

	Reserve for Project Appropriations July 1, 2020	New Project Appropriations	Expenditures	Net Project Adjustments	Reserve for Project Appropriations June 30, 2021
All Jurisdictions					
2017 Preventive Maintenance					
Engineering and inspection	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	-	-	-	-	-
2018 Preventive Maintenance					
Engineering and inspection	139,521	-	-	(139,521)	-
Construction	1,217,488	-	-	(1,217,488)	-
2019 Preventive Maintenance					
Engineering and inspection	29,212	-	-	(29,212)	-
Construction	196,403	-	-	(196,403)	-
2020 Preventive maintenance					
Engineering and inspection	460,781	-	288,268	1	172,514
Construction	4,492,508	-	4,201,643	(60,000)	230,865
2021 Preventive maintenance					
Engineering and inspection	-	-	385,630	796,924	411,294
Construction	6,500,000	60,000	1,598,969	(796,925)	4,164,106
2022 Preventive maintenance					
Engineering and inspection	-	500,000	-	-	500,000
Construction	-	6,000,000	-	-	6,000,000
2022 Corrective Maintenance					
Engineering and inspection	-	500,000	-	-	500,000
Construction	-	1,200,000	-	-	1,200,000
2023 Roadway reconstruction projects - Regional roads, collectors, industrials					
Engineering and inspection	-	1,200,000	-	-	1,200,000
ADA Access Transit/Pedestrian Connectivity					
Engineering and inspection	-	500,000	-	-	500,000
Construction	-	1,500,000	-	-	1,500,000
Bus Stop Improvement Connectivity Program TO3					
Right-of-way acquisition	-	-	2,750	10,000	7,250
Engineering and inspection	1,369,919	950,000	266,570	-	2,053,349
Construction	1,412,030	1,050,000	156,577	(10,000)	2,295,453
Green Bicycle/Stamps					
Construction	-	-	-	-	-
Traffic Management 1/2A/2B					
Engineering and inspection	18,155	-	17,901	-	254
Construction	206,794	-	147,815	-	58,979
T/E spot intersection improvements 10					
Engineering and inspection	707,800	-	128,350	(395,800)	183,650
Construction	1,292,200	-	1,455	395,800	1,686,545
Traffic Management 5					
Engineering and inspection	-	300,000	-	-	300,000
Construction	-	1,200,000	-	-	1,200,000
Total All Jurisdictions	18,042,811	14,960,000	7,195,928	(1,642,624)	24,164,259
City of Reno					
4th St. - Prater Way corridor improvement - Evans/Galletti					
Right-of-way acquisition	128,350	-	-	(128,350)	-
Engineering and inspection	71,256	-	-	(71,256)	-
Construction	2,917,250	-	-	(2,917,250)	-
Arlington bridges					
Engineering and inspection	1,801,699	-	266,953	-	1,534,746
Construction	-	23,000,000	-	-	23,000,000
Bicycle and pedestrian improvement (2018) - Keystone, California					
Right-of-way acquisition	-	-	-	-	-
Engineering and inspection	-	-	-	-	-
Construction	-	-	-	-	-
Bicycle and pedestrian improvement (2018) - Mill-I580/McCarran					
Right-of-way acquisition	49,500	-	265,523	230,499	14,476
Engineering and inspection	339,148	-	12,933	97,281	423,496
Construction	2,490,695	-	-	(2,486,245)	4,450

**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, 2021

	Reserve for Project Appropriations July 1, 2020	New Project Appropriations	Expenditures	Net Project Adjustments	Reserve for Project Appropriations June 30, 2021
Center Street multi-modal improvements					
Engineering and inspection	\$ 97,824	\$ 2,000,000	\$ 286,404	\$ 880,000	\$ 2,691,420
Construction	880,000		-	(880,000)	-
Forest St. bike lanes					
Engineering and inspection	400,000		-	(400,000)	-
Golden Valley/Beckwourth					
Engineering and inspection	-	425,000	22,608	-	402,392
Construction	-	581,240	-	-	581,240
Golden Valley - Yorkshire/Virginia					
Engineering and inspection	1,140,930	-	33,272	(800,000)	307,658
Construction	-	-	46,290	800,000	753,710
Kings Row - Keystone Ave/Wyoming Ave					
Right-of-way acquisition	-	-	1,000	1,000	-
Engineering and inspection	603,394	-	257,452	-	345,942
Construction	3,107,970	635,000	320,051	(1,000)	3,421,919
Kings Row Phase 2 (Wyoming Ave to McCarran Blvd)					
Engineering and inspection	-	604,640	150,467	-	454,173
Construction	-	3,210,360	-	-	3,210,360
Kuenzil Street Conversion					
Engineering and inspection	344,497	-	93,416	(251,081)	-
Construction	522,061	-	561,006	38,945	-
Lakeside Drive - Evans Creek/McCarran					
Engineering and inspection	322,988	-	189,900	(133,088)	-
Construction	1,623,740	-	1,415,936	(207,804)	-
Lemmon Dr. - US 395 to Military Rd/Fleetwood to Chickadee					
Right-of-way acquisition	-	203,000	331,091	130,000	1,909
Engineering and inspection	2,581,195	1,054,058	856,900	(1,292,501)	1,485,852
Construction	-	7,642,943	-	1,162,500	8,805,443
LIDAR Living Lab & Imple					
Engineering and inspection	366,237	-	104,445	-	261,792
Mill Street Widening					
Engineering and inspection	-	50,000	-	-	50,000
Newport Lane					
Engineering and inspection	380,173	-	85,442	(119,875)	174,856
Construction	-	1,175,125	-	119,875	1,295,000
Oddie/Wells corridor multi-modal improvements					
Right-of-way acquisition	-	-	125	125	-
Engineering and inspection	728,231	-	535,308	30,473	223,396
Construction	21,046,347	3,000,000	-	(30,598)	24,015,749
Peckham Lane					
Engineering and inspection	-	430,000	113,842	-	316,158
Construction	-	1,870,000	-	-	1,870,000
Reno Consolidated 19-01 - Sutro, 1st, Lake, State St.					
Engineering and inspection	2,245	-	-	(2,245)	-
Construction	33,392	-	-	(33,392)	-
Reno Consolidated 19-02 - North Hills, Hunter Lake, Sky Vista Dr.					
Engineering and inspection	74,717	-	13,074	(61,643)	-
Construction	19,273	-	-	(19,273)	-
Reno Consolidated 19-03 - Sierra Highlands, Colbert Dr. Hammill, Ralston, Ohm					
Engineering and inspection	-	-	-	-	-
Construction	-	-	-	-	-
Reno Consolidated 20-01-Mayberry Dr./California Ave First St.					
Right-of-way acquisition	155,895	-	81,416	80,722	155,201
Engineering and inspection	467,165	-	379,766	360,448	447,847
Construction	3,696,170	-	-	(441,170)	3,255,000
Reno Consolidated 21-01 - Lund/Amstrong/Yuma					
Engineering and inspection	377,225	-	281,343	-	95,882
Construction	1,783,380	-	1,368,456	(238,380)	176,544
Reno Consolidated 22-01 - Sky Mountain Dr./Sky Valley Dr.					
Engineering and inspection	-	780,000	312,198	-	467,802
Construction	-	4,389,455	-	-	4,389,455
Reno Sparks Indian Colony riverside pathway					
Engineering and inspection	139,840	-	-	-	139,840
Construction	265,509	-	25,985	-	239,524

**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, 2021

	Reserve for Project Appropriations July 1, 2020	New Project Appropriations	Expenditures	Net Project Adjustments	Reserve for Project Appropriations June 30, 2021
Sierra Street bike lane					
Engineering and inspection	\$ 400,000	\$ -	\$ -	\$ (400,000)	\$ -
Southeast Connector Phase 2 - Clean Water/S.Meadows					
Engineering and inspection	-	-	89,227	89,227	-
Construction	340,878	-	2,659,776	2,318,898	-
Traffic Management 3					
Engineering and inspection	88,320	-	23,644	-	64,676
Construction	666,650	-	-	-	666,650
Traffic Management 4					
Engineering and inspection	-	-	77,840	278,325	200,485
Construction	-	-	-	946,675	946,675
Traffic Signal Modification 22-01					
Engineering and inspection	-	200,000	-	-	200,000
Construction	-	112,500	-	-	112,500
Traffic Signal Installation 22-01					
Engineering and inspection	-	1,200,000	-	-	1,200,000
Virginia St. Bus Rapid Transit extension					
Right-of-way acquisition	51,174	-	2,749,775	2,698,601	-
Engineering and inspection	3,303,093	-	1,371,555	(464,706)	1,466,832
Construction	14,438,306	220,575	11,283,951	136,858	3,511,788
West 4th St.					
Engineering and inspection	400,000	-	8,159	-	391,841
Total City of Reno	68,646,717	52,783,896	26,676,529	(979,405)	93,774,679

City of Sparks

4th St. - Prater Way corridor improvement - Galletti/Pyramid					
Right-of-way acquisition	128,351	-	-	(128,351)	-
Engineering and inspection	71,256	-	-	(71,256)	-
Construction	2,917,251	-	-	(2,917,251)	-
Greg St. - E. McCarran Blvd/Railroad Tracks					
Engineering and inspection	224,034	-	87,143	(136,891)	-
Construction	1,344,692	-	1,193,050	(151,642)	-
Oddie/Wells Corridor multi-modal improvements					
Right-of-way acquisition	-	-	125	125	-
Engineering and inspection	728,231	-	535,308	30,473	223,396
Construction	21,046,347	3,000,000	-	(30,598)	24,015,749
Prater Way - Howard Dr./Sparks Blvd					
Engineering and inspection	344,728	-	393,263	77,000	28,465
Construction	3,626,374	73,000	3,549,216	(77,000)	73,158
Sparks Blvd.					
Engineering and inspection	8,316,758	-	2,001,829	-	6,314,929
Sparks Consolidated 19-01 - 15th St.					
Right-of-way acquisition	-	6,025,000	2,034	-	6,022,966
Engineering and inspection	5,611	-	5,611	-	-
Construction	214,815	-	97,468	-	117,347
Sparks Consolidated 21-01 - Packer Way/Wild Island Ct.					
Engineering and inspection	295,688	-	204,937	1,845	92,596
Construction	1,651,675	-	1,272,011	(231,845)	147,819
Traffic Management 3					
Engineering and inspection	88,320	-	23,644	-	64,676
Construction	666,650	-	-	-	666,650
Traffic Management 4					
Engineering and inspection	-	-	11,120	39,761	28,641
Construction	-	-	-	135,239	135,239
Traffic Signal Modification 22-01					
Engineering and inspection	-	600,000	-	-	600,000
Construction	-	337,500	-	-	337,500
Victorian Ave. bike lane					
Construction	262,153	-	-	(262,153)	-
Total City of Sparks	41,932,934	10,035,500	9,376,759	(3,722,544)	38,869,131

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, 2021

	Reserve for Project Appropriations July 1, 2020	New Project Appropriations	Expenditures	Net Project Adjustments	Reserve for Project Appropriations June 30, 2021
Washoe County					
Lemmon Dr.- US 395 to Military Rd/Fleetwood to Chickadee					
Engineering and inspection	\$ -	\$ 203,000	\$ 331,091	\$ 130,000	\$ 1,909
Construction	2,581,195	1,054,058	856,900	(1,292,500)	1,485,853
Southeast Connector Phase 2 - Clean Water/S.Meadows	-	7,642,943	-	1,162,501	8,805,444
Right-of-way acquisition					
Engineering and inspection	-	-	22,307	22,307	-
Construction	85,220	-	664,944	579,724	-
Sun Valley Corridor multi-modal improvements					
Right-of-way acquisition	-	-	(30)	(30)	-
Engineering and inspection	1,390,066	-	628,576	(500)	760,990
Construction	6,644,000	-	6,536,140	-	107,860
Total Washoe County	10,700,481	8,900,001	9,039,928	601,502	11,162,056
NV Department of Transportation					
Pyramid/McCarran intersection improvements					
Engineering and inspection	-	-	-	-	-
Construction	-	-	-	-	-
Pyramid Highway/US 395 connector					
Engineering and inspection	2,251,696	-	500,000	7,596,948	9,348,644
Construction	-	14,100,000	-	-	14,100,000
Spaghetti Bowl Xpress					
Construction	25,000,000	-	10,000,000	-	15,000,000
Traffic Management 4					
Engineering and inspection	-	-	22,240	79,521	57,281
Construction	-	-	-	270,479	270,479
Total NV Department of Transportation	27,251,696	14,100,000	10,522,240	7,946,948	38,776,404
Total All Projects	\$ 166,574,639	\$ 100,779,397	\$ 62,811,384	\$ 2,203,877	\$ 206,746,529

**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, 2021

	Reserve for Project Appropriations July 1, 2020	New Project Appropriations	Expenditures	Net Project Adjustments	Reserve for Project Appropriations June 30, 2021
North Service Area					
North Valley improvements 2 & 3					
Right of Way	-	-	-	30	30
Engineering and inspection	80,350	-	29,260	35,730	86,820
Construction	1,143,628	900,000	-	(35,760)	2,007,868
Sun Valley & Lemmon Dr ped improvements					
Engineering and inspection	-	-	-	-	-
Construction	-	-	-	-	-
T/E spot intersection improvements 7					
Engineering and inspection	-	-	-	-	-
Construction	-	-	-	-	-
T/E spot intersection improvements 8 - 1 & 2					
Right of Way	-	-	-	-	-
Engineering and inspection	169,010	-	21,573	(147,437)	-
Construction	857,722	-	668,552	(189,170)	-
T/E spot intersection improvements 9					
Right of Way	-	-	1,572	1,572	-
Engineering and inspection	132,246	-	62,095	-	70,151
Construction	1,247,318	-	787,037	(31,572)	428,709
T/E spot intersection improvements 10					
Right of Way	-	1,000	1,000	-	-
Engineering and inspection	899,200	-	98,444	(748,029)	52,727
Construction	-	24,000	-	748,029	772,029
Sky Vista					
Right of Way	-	62,000	-	-	62,000
Engineering and inspection	1,415,905	307,421	723,437	-	999,889
Construction	-	14,721,541	-	-	14,721,541
Waiver	-	-	1,014,228	1,014,228	-
Total North Service Area	<u>5,945,379</u>	<u>16,015,962</u>	<u>3,407,198</u>	<u>647,621</u>	<u>19,201,764</u>
South Service Area					
T/E spot intersection improvements 8 - 1 & 2					
Engineering and inspection	-	-	-	-	-
Construction	273,924	-	272,465	(1,459)	-
T/E spot intersection improvements 9					
Right of Way	250,000	-	1,000	(249,000)	-
Engineering and inspection	2,128,194	-	109,714	(1,999,933)	18,547
Construction	1,800,000	5,000	1,797,863	1,365	8,502
T/E spot intersection improvements 10					
Engineering and inspection	2,700,800	-	255,279	-	2,445,521
Construction	-	1,649,000	-	-	1,649,000
SteamBoat Pkwy Improvement					
Engineering and inspection	-	1,119,290	-	-	1,119,290
Construction	-	2,814,470	-	-	2,814,470
Total South Service Area	<u>7,152,918</u>	<u>5,587,760</u>	<u>2,436,321</u>	<u>(2,249,027)</u>	<u>8,055,330</u>
Total All Projects	<u>\$ 13,098,297</u>	<u>\$ 21,603,722</u>	<u>\$ 5,843,519</u>	<u>\$ (1,601,406)</u>	<u>\$ 27,257,094</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, 2021

	Expenditures			Unexpended Balance of Project Appropriations
	July 1, 1965 through June 30, 2020	July 1, 2021 through June 30, 2021	Total	
4th St. Prater Way corridor improvement	\$ 47,022,701	\$ -	\$ 47,022,701	\$ -
ADA pedestrian transition improvement plan 2012	36,631	-	36,631	-
ADA pedestrian transition improvement plan 2013	648,584	-	648,584	-
ADA pedestrian transition improvement plan 2014	515,862	-	515,862	-
ADA pedestrian transition improvement plan 2015	876,304	-	876,304	-
ADA pedestrian transition improvement plan 2021	-	-	-	2,000,000
Albert-Bravo	90,764	-	90,764	-
Alignment, plan line, technical studies	2,412,214	-	2,412,214	-
Alturas - Keystone/Earl	797,128	-	797,128	-
Arlington/1st/Elm Street	3,325,154	-	3,325,154	-
Arlington Bridges	198,301	266,953	465,254	24,534,746
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 FY18	3,057,160	278,456	3,335,616	442,422
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	-
Bus Stop 19-01	786,485	425,897	1,212,382	4,356,052
California Ave./Liberty/Ryland	873,386	-	873,386	-
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	1,493,077	-	1,493,077	-
Center Street	2,241,994	-	2,241,994	-
Center Street Multi-modal Improv.	102,176	286,404	388,580	2,691,420
Center Street overlay - Plaza/19th	374,460	-	374,460	-
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	-	-	-	1,700,000
County Estates - Huffaker	1,060,740	-	1,060,740	-
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	-
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	-
E. Glendale - McCarran/RR Xng	1,226,316	-	1,226,316	-

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES - CONTINUED
GENERAL FUND
(Regional Street and Highway Fund)**

For the period July 1, 1965 through June 30, 2021

	Expenditures			Unexpended Balance of Project Appropriations
	July 1, 1965 through June 30, 2020	July 1, 2020 through June 30, 2021	Total	
E.Greg Street	\$ 1,293,369	\$ -	\$ 1,293,369	\$ -
East Lake Blvd.	783,530	-	783,530	-
E. Lincoln Wy. - McCarran/Howard	236,596	-	236,596	-
E. Lincoln Wy. - Sparks/Lillard	337,446	-	337,446	-
E. Lincoln Wy. - Stanford/Howard	690,659	-	690,659	-
E. Moana Lane	54,764	-	54,764	-
E. Ninth Street	148,162	-	148,162	-
E. Nugget Ave. - McCarran/End of pavement	229,123	-	229,123	-
Echo Ave. - Mt. Bismark/Military	982,740	-	982,740	-
El Rancho Drive	1,331,531	-	1,331,531	-
El Rancho Drive - McCarran/Sun Valley Road	871,775	-	871,775	-
El Rancho - Sun Valley/Sullivan	1,408,196	-	1,408,196	-
El Rancho - Sullivan/McCarran	1,341,019	-	1,341,019	-
Emerson Way - Pyramid/N. Truckee	2,101,524	-	2,101,524	-
Evans Avenue	943,829	-	943,829	-
Evans Avenue/Fourth St./Jodi	1,887,228	-	1,887,228	-
Evans St./Highland Ave. - Jodi/Enterprise/Evans/Valley	1,059,969	-	1,059,969	-
First Street - Prater/Richard	912,015	-	912,015	-
Fifth Street - Ralston/RR Xng	1,237,235	-	1,237,235	-
Foothill/Thomas Creek bridge	117,830	-	117,830	-
Forest Street Bike Lanes	-	-	-	-
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	-
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	-	22,608	22,608	983,632
Golden Valley - Yorkshire/Virginia	320,452	79,562	400,014	1,061,368
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	321,274	1,280,193	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	-
Howard/Greenbrae/Sparks	441,573	-	441,573	-
Howard Drive/Lincoln/Prater/Vista to east city limits	736,655	-	736,655	-
Hunter Lake - Plumb/Mayberry	768,273	-	768,273	-
Incline traffic signal	5,937	-	5,937	-
Industrial Way/Coney Island/Glendale	793,183	-	793,183	-
International Place/Ice House Road	454,428	-	454,428	-
Intersection corrective maintenance FY10	1,465,920	-	1,465,920	-
Intersection corrective maintenance FY11	1,247,428	-	1,247,428	-
Keystone Avenue/California Avenue/Booth St. intersection	248,679	-	248,679	-
Keystone Avenue rehabilitation	1,036,521	-	1,036,521	-
Kings Row - Keystone Ave/Wyoming Ave	88,636	728,970	817,606	7,432,394
Kirman - Casazza/Plumb	146,912	-	146,912	-
Kirman/Kuenzli/Apple	412,286	-	412,286	-
Kirman/Locust	3,752,490	-	3,752,490	-

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES - CONTINUED
GENERAL FUND
(Regional Street and Highway Fund)**

For the period July 1, 1965 through June 30, 2021

	Expenditures			Unexpended Balance of Project Appropriations
	July 1, 1965 through June 30, 2020	July 1, 2020 through June 30, 2021	Total	
Kleppe - Greg/N. Truckee Drain	\$ 2,778,473	\$ -	\$ 2,778,473	\$ -
Kuenzli Street	119,416	-	119,416	-
Kuenzli Street bridge	496,598	-	496,598	-
Kuenzli Street - 2nd	1,487,274	-	1,487,274	-
Kuenzil Street Conversion	133,442	654,422	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	238,272	1,605,836	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	-
Lear Blvd. - Moya/Zeolite	1,483,799	-	1,483,799	-
Lemmon Drive - Buck/Patrician	1,495,172	-	1,495,172	-
Lemmon Drive - US 395 to Military Rd/Fleetwood to Chickadee	837,610	2,375,982	3,213,592	20,586,410
Lemmon Drive - Patrician/Ramsey	1,019,271	-	1,019,271	-
Lemmon Drive - Patrician/Waterash	1,446,833	-	1,446,833	-
Lemmon Drive, Phase I	357,708	-	357,708	-
Lemmon Drive, Phase II and III	394,729	-	394,729	-
Liberty/Ryland - Center/Holcomb/Kirman/Mill	1,042,238	-	1,042,238	-
Lillard - Briery/Prater	1,177,261	-	1,177,261	-
Linda Way/Southern Way - Coney Island/Glendale/Freeport	1,201,905	-	1,201,905	-
Longitudinal joint study	65,470	-	65,470	-
Longley Lane - Houston/Rock	2,045,694	-	2,045,694	-
Longley Lane - Huffaker realignment	227,910	-	227,910	-
Longley Lane - S. Virginia St./Peckham Ln.	2,242,374	-	2,242,374	-
Longley - McCarran/Houston	2,150,102	-	2,150,102	-
Longley - McCarran/S. Virginia	3,760,669	-	3,760,669	-
Loop Road/Salomon Circle -Vista/end of pavement/cul de sac	629,758	-	629,758	-
Los Altos Pkwy. - Canyon Run/Goodwin	441,188	-	441,188	-
Mae Anne/Sierra Highlands - Avenida de Landa/McCarran	2,551,997	-	2,551,997	-
Mae Anne - Avenida de Landa/Ambassador	675,540	-	675,540	-
Mae Anne - Sharlands/Avenida de Landa	1,578,105	-	1,578,105	-
Mayberry Drive	3,025,256	-	3,025,256	-
Mayberry Dr. - Canyon/W. McCarran	1,659,547	-	1,659,547	-
Mayberry Dr. - Hunter Lake/California	1,073,723	-	1,073,723	-
Mayberry Dr. - McCarran/California	2,628,315	-	2,628,315	-
Mayberry Dr. - Truckee River/Canyon	2,346,483	-	2,346,483	-
Mays and Tanager - Lakeshore/Village	754,427	-	754,427	-
McCarran Blvd. - Cashill/Plumb	116,563	-	116,563	-
McCarran Blvd. - forensic study	36,693	-	36,693	-
McCarran Blvd. - Greensboro/Skyline	852,287	-	852,287	-
McCarran Blvd. - Mira Loma/Equity	1,212,775	-	1,212,775	-
McCarran Blvd. - Mira Loma/ S. Virginia Street	2,158,994	-	2,158,994	-
McCarran Blvd. - Plumas/Greensboro	250,000	-	250,000	-
McCarran Blvd. -I-80/Prater	64,396	-	64,396	-
McCarran Blvd. - S. Virginia/4th	11,611,934	-	11,611,934	-
Military Road	542,342	-	542,342	-
Military Road - Lemmon/Echo	2,780,321	-	2,780,321	-
Mill Street	2,453,504	-	2,453,504	-
Mill Street/Kietzke/Rock	3,233,994	-	3,233,994	-
Mill Street - Rock/E. McCarran	1,919,943	-	1,919,943	-
Mill Street - Wells/Virginia	454,051	-	454,051	-
Mill Street Widening	-	-	-	50,000
Mira Loma - Longley/McCarran	1,506,925	-	1,506,925	-
Mira Loma - McCarran/1,711' E.	398,356	-	398,356	-
Mira Loma - McCarran/Rosewood	476,022	-	476,022	-
Moana Lane	87,781	-	87,781	-
Moana - Neil/Longley	301,376	-	301,376	-

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES - CONTINUED
GENERAL FUND
(Regional Street and Highway Fund)**

For the period July 1, 1965 through June 30, 2021

	Expenditures			Unexpended Balance of Project Appropriations
	July 1, 1965 through June 30, 2020	July 1, 2020 through June 30, 2021	Total	
Moana - Neil/Peckham	\$ 991,505	\$ -	\$ 991,505	\$ -
Moana - Neil/Kietzke	946,617	-	946,617	-
Moana - Peckham/McCarran	6,834	-	6,834	-
Moana - Plumas/Kietzke	1,693,570	-	1,693,570	-
Moana - Plumas/Pioneer	29,500	-	29,500	-
Moana Lane widening - S. Virginia/Neil(1)	(629,985)	-	(629,985)	-
Montello Street - 9th/Wedekind	1,159,797	-	1,159,797	-
Mount Rose St. - Arlington/Plumas	472,072	-	472,072	-
Moya Blvd - Redrock/Echo	2,143,452	-	2,143,452	-
Neil Road - Virginia/Delucci	622,975	-	622,975	-
Neil Road/Gentry/Terminal Way - Moana/Plumb	2,050,483	-	2,050,483	-
Newport Lane	106,907	85,442	192,349	1,469,856
Nichols Blvd. - E. McCarran/Howard	1,965,071	-	1,965,071	-
Nichols Blvd. - Bike/Pedestrian improvements	1,508,713	-	1,508,713	-
Ninth Street - Virginia/Valley	620,911	-	620,911	-
North Hills Boulevard - Golden Valley/1880' West	484,301	-	484,301	-
N. Virginia - 4th/6th/Maple/8th	2,869,570	-	2,869,570	-
Old 395 N. rehabilitation	1,551,287	-	1,551,287	-
Oddie/Wells Corridor Multi-Modal	1,365,842	1,070,866	2,436,708	48,478,290
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	-	113,842	113,842	2,186,158
Peckham Lane, Phases I and II	2,704,066	-	2,704,066	-
Peckham Lane - Kietzke/Longley	1,732,873	-	1,732,873	-
Peckham Lane - S. Virginia/Kietzke	774,381	-	774,381	-
Pembroke - McCarran/Steamboat Pkwy	18,357	-	18,357	-
Pembroke Drive	160,056	-	160,056	-
Pembroke/Steamboat Parkway	815,084	-	815,084	-
Pembroke Dr. - McCarran/Boynton Bridge	1,757,774	-	1,757,774	-
Plumas - Glenda/Plumb	1,419,557	-	1,419,557	-
Plumas - Manzanita/Glenda Way	1,026,092	-	1,026,092	-
Plumas - Moana/Urban	1,159,358	-	1,159,358	-
Plumas St. sidewalks	407,385	-	407,385	-
Plumas - Sierra	993,209	-	993,209	-
Plumas - Moana south to end of pavement	2,467,726	-	2,467,726	-
Plumb Lane - Margot/S. Virginia	1,472,271	-	1,472,271	-
Plumb Lane - McCarran/Ferris	6,745,829	-	6,745,829	-
Prater Way	1,002,507	-	1,002,507	-
Prater Way and El Rancho Dr. - Stanford/ Sparks Blvd./Victorian/Prater	1,727,165 1,723,938	3,942,479	5,669,644 1,723,938	101,623
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/McCarran Blvd.-north urban limit	1,581,221	-	1,581,221	-
Pyramid Hwy./US 395 connector	2,180,676	500,000	2,680,676	23,448,644
Pyramid Hwy. northbound right turn at Ironwood	140,742	-	140,742	-
Ralston St./5th St. - 2nd/5th/Keystone/Ralston	1,854,752	-	1,854,752	-
Ranger Road - Panther/Newport	883,361	-	883,361	-
Red Rock - Adobe/Argosy	2,062,105	-	2,062,105	-

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES - CONTINUED
GENERAL FUND
(Regional Street and Highway Fund)**

For the period July 1, 1965 through June 30, 2021

	Expenditures			Unexpended Balance of Project Appropriations
	July 1, 1965 through June 30, 2020	July 1, 2020 through June 30, 2021	Total	
Red Rock - Moya/U.S. 395	\$ 461,643	\$ -	\$ 461,643	\$ -
Red Rock - Osage	1,870,038	-	1,870,038	-
Red Rock - Silver Knolls/Adobe	303,947	-	303,947	-
Regional RMMS	290,439	-	290,439	-
Regional road maintenance - fuel tax	70,033,135	6,474,510	76,507,645	12,678,779
Regional road maintenance - public transportation tax	19,617,423	-	19,617,423	-
Regional System Photo Study	60,005	-	60,005	-
Reno Consolidated 06-01 - Court/Sierra	2,264,572	-	2,264,572	-
Reno Consolidated 06-02 - Airmotive/Condor/Bible	1,762,634	-	1,762,634	-
Reno Consolidated 07-01 - Corporate/Financial Blvd.	981,297	-	981,297	-
Reno Consolidated 07-02 - Ralston/S. Meadows Pkwy	757,306	-	757,306	-
Reno Consolidated 08-01 - Kirman/Sutro/9th	1,888,858	-	1,888,858	-
Reno Consolidated 09-01 - Vassar/Holcomb	3,428,153	-	3,428,153	-
Reno Consolidated 09-02 - Matley/Market/Louise/ Redwood/Automotive	1,920,049	-	1,920,049	-
Reno Consolidated 10-01 - Crummer/Green Acres/Huffaker	785,000	-	785,000	-
Reno Consolidated 10-02 - Bluestone/Offenhausser/ Patriot/Portman	1,866,520	-	1,866,520	-
Reno Consolidated 10-03 - Lakeside/Manzanita	3,169,011	-	3,169,011	-
Reno Consolidated 10-04 - Brookside/Energy/Edison/ Joule/Reactor	4,370,038	-	4,370,038	-
Reno Consolidated 10-05 - Mira Loma/Barron/Louie	863,130	-	863,130	-
Reno Consolidated 11-01 - First/State	1,663,549	-	1,663,549	-
Reno Consolidated 11-02 - Brinkby/Lymberry	2,850,741	-	2,850,741	-
Reno Consolidated 11-03 - Gould/Kuenzli/Sunshine/Prosperity	1,707,328	-	1,707,328	-
Reno Consolidated 19-01 - Sutro/1st/Lake/State St.	4,300,137	-	4,300,137	-
Reno Consolidated 19-02 - North Hills/ Hunter Lake/Sky Vista Dr.	3,626,591	13,074	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.	290,770	461,182	751,952	3,858,048
Reno Consolidated 21-01 - Lund/Armstrong/Yuma	109,855	1,649,799	1,759,654	272,426
Reno Consolidated 22-01 - Sky Mountain Dr./Sky Valley Dr.	-	312,198	312,198	4,857,257
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	285,757	25,985	311,742	379,364
Reno-Sparks signal link	27,000	-	27,000	-
Ring Road - northeast and northwest quadrants	3,317,635	-	3,317,635	-
Ridgeview Dr. - Plumas/Lakeside	358,494	-	358,494	-
Ridgeview Terrace/Plumas	1,442,660	-	1,442,660	-
Robb Drive - Walnut/S. Las Brisas	4,923,830	-	4,923,830	-
Rock Blvd.	3,016,760	-	3,016,760	-
Rock - Glendale/McCarran Blvd.	3,800,574	-	3,800,574	-
Rock - Glendale/Hymer	841,147	-	841,147	-
Rock Blvd. - Oddie/N. McCarran Blvd.	1,489,587	-	1,489,587	-
Rock Blvd. - Victorian/Oddie	1,944,538	-	1,944,538	-
Second Street bridge	308,140	-	308,140	-
Security Circle - N. Virginia/N. Virginia	835,227	-	835,227	-
Seventh Street - Akard/Keystone	3,573,805	-	3,573,805	-
Seventh Avenue - Sun Valley/Klondike	534,358	-	534,358	-
Sierra - 9th/N. Virginia Street	1,936,791	-	1,936,791	-
Sierra Street Bike Lane	-	-	-	-
Silver Lake Blvd. - Silver Shores/1,000'E. of Stead	1,790,071	-	1,790,071	-
Silver Lake Blvd. - 1000' E. of Stead/Sky Vista	764,518	-	764,518	-
S. Stanford Way	699,429	-	699,429	-
S. Virginia Street - Gentry/Brinkby	396,492	-	396,492	-
S. Virginia Street - Wells intersection relocation	2,556,207	-	2,556,207	-
Southeast Connector phase 1 - Greg/Clean Water Wy.(1)	54,617,002	-	54,617,002	-

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CUMULATIVE CONSTRUCTION
PROJECT EXPENDITURES - CONTINUED
GENERAL FUND
(Regional Street and Highway Fund)**

For the period July 1, 1965 through June 30, 2020

	<u>Expenditures</u>			<u>Unexpended Balance of Project Appropriations</u>
	<u>July 1, 1965 through June 30, 2019</u>	<u>July 1, 2019 through June 30, 2020</u>	<u>Total</u>	
Southeast Connector phase 2 - Clean Water Wy./S. Meadows(1)	\$ 194,351,898	\$ 3,436,254	\$ 197,788,152	\$ -
Spaghetti Bowl Xpress	5,000,000	10,000,000	15,000,000	15,000,000
Sparks Blvd	162,553	2,003,863	2,166,416	12,337,895
Sparks Consolidated 19-01 - 15th St.	3,020,999	103,079	3,124,078	117,347
Sparks Consolidated 21-01 - Packer Way/Wild Island Ct.	32,637	1,476,948	1,509,585	240,415
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	-
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 Dr. - 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	-
Stead Blvd. - U.S. 395/Mt. Vida	2,859,984	-	2,859,984	-
Stoker Avenue	245,792	-	245,792	-
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	1,465,964	7,164,686	8,630,650	868,850
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 Dr. - 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)	3,134,478	165,716	3,300,194	59,233
Traffic Management 3	90,060	47,288	137,348	1,462,652
Traffic Management 4	-	111,200	111,200	1,638,800
Traffic Management 5	-	-	-	1,500,000
Traffic Management/LIDAR	83,763	104,445	188,208	261,792

**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, 2021

	Expenditures			Unexpended Balance of Project Appropriations
	July 1, 1965 through June 30, 2020	July 1, 2020 through June 30, 2021	Total	
Traffic signals	\$ 716,583	\$ -	\$ 716,583	\$ -
Traffic Signal Installation 22-01	-	-	-	1,200,000
Traffic Signal Modifications 22-01	-	-	-	1,250,000
T/E spot intersection improvements 10	-	129,805	129,805	1,870,195
21st - Glendale/Greg	256,987	-	256,987	-
U.S. 395/S. McCarran Blvd./S. Virginia	394,390	-	394,390	-
University Terrace	829,055	-	829,055	-
Victorian Ave Bike Lane	-	-	-	-
Victorian Avenue Ph. I - Rock/16th	545,905	-	545,905	-
Victorian Avenue Ph. II - Pyramid/McCarran	3,383,103	-	3,383,103	-
Village - Tahoe to Country Club Dr.	1,290,321	-	1,290,321	-
Villanova - Harvard/Terminal	1,150,059	-	1,150,059	-
Virginia Street Bus Rapid Extension- Plumb/Liberty	-	-	-	-
Virginia Street - Arroyo/Liberty	-	-	-	-
Virginia Street - Truckee/I-80	24,418	-	24,418	-
Virginia Street - Truckee River bridge replacement	2,000,000	-	2,000,000	-
Virginia St. Bus Rapid Transit Extension(2)	63,657,089	15,405,281	79,062,370	4,978,620
Vista - Prater/Baring	1,801,361	-	1,801,361	-
Vista - Baring/Disc/Los Altos	3,438,894	-	3,438,894	-
Vista - I-80/Prater	1,721,671	-	1,721,671	-
Washington Street - 6th/7th	115,848	-	115,848	-
Washoe County regional preventive maintenance	1,828,193	-	1,828,193	-
Wedekind Road - Sullivan/McCarran	339,811	-	339,811	-
Wedekind Road - N. McCarran/Mapali	597,965	-	597,965	-
Wedge - 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	-
W 4th Street	-	8,159	8,159	391,841
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>\$ 1,017,241,160</u>	<u>\$ 62,811,384</u>	<u>\$ 1,080,052,544</u>	<u>\$ 206,746,529</u>

**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, 2021

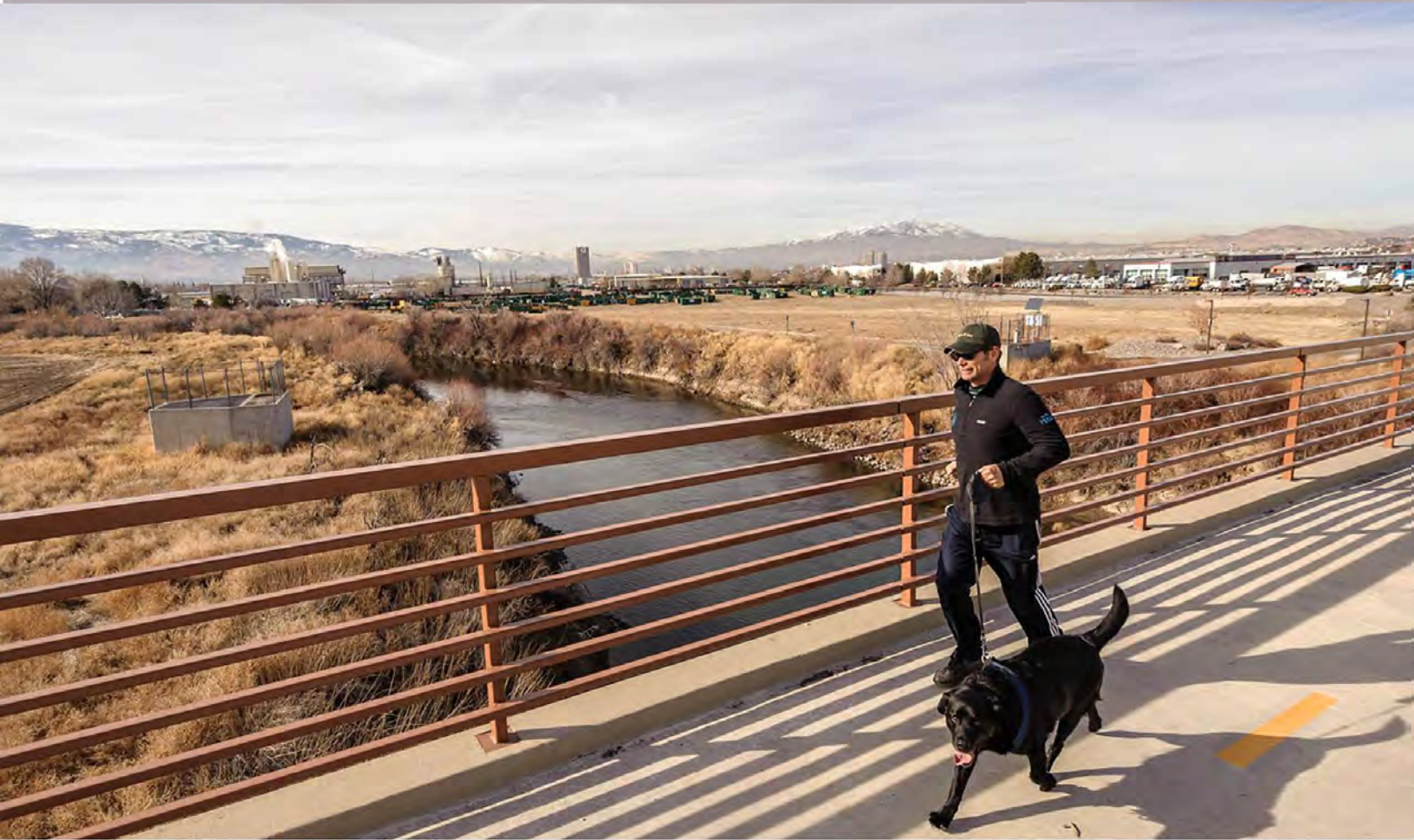
	Expenditures			Unexpended Balance of
	July 1, 1965	July 1, 2020	Total	
	through June 30, 2020	through June 30, 2021		
			Project Appropriations	
Arrowcreek Parkway	\$ 2,981,540	\$ -	\$ 2,981,540	\$ -
Bicycle/Pedestrian improvements	2,554,093	-	2,554,093	-
Damonte Ranch/Double R intersection	437,940	-	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 - McCarran/Moana	1,386,833	-	1,386,833	-
McCarran - Kietzke/Lakeside	645,172	-	645,172	-
McCarran - Prater/I-80	208,467	-	208,467	-
McCarran Blvd sidewalk improvement - Nichols/Prater	149,881	-	149,881	-
S.E. McCarran Blvd widening - Longley/Greg(1)	14,858,157	-	14,858,157	-
Moana Lane extension - Longley/Neil	22,756,313	-	22,756,313	-
Moana Lane widening - S. Virginia/Neil	35,932,930	-	35,932,930	-
Neil/Kietzke roundabout	1,404,622	-	1,404,622	-
N. McCarran/N. Virginia intersection	2,450,082	-	2,450,082	-
North Valleys Safety Improvements(all phases)	3,912,522	29,260	3,941,782	2,094,718
Plumb/Terminal ITS	937,133	-	937,133	-
Pyramid Hwy. - La Posada/Eagle Canyon	8,829,283	-	8,829,283	-
Pyramid/McCarran intersection(1)	4,090,380	-	4,090,380	-
Pyramid/McCarran southbound right turn lane	86,413	-	86,413	-
Pyramid Hwy./US 395 connector(1)	7,596,949	-	7,596,949	-
Red Rock - Moya/U.S. 395	710,254	-	710,254	-
Signal coordination project	1,492,556	-	1,492,556	-
Signal - Mt. Rose/Thomas Creek	324,961	-	324,961	-
Sky Vista	293,133	723,437	1,016,570	15,783,430
Southeast connector alignment study	1,182,383	-	1,182,383	-
Southeast connector phase 1 - Greg/Clean Water Way(1)	30,199,524	-	30,199,524	-
Southeast connector phase 2 - Clean Water Way/ Veterans Pkwy.(1)	18,810,426	-	18,810,426	-
Sparks Blvd. - Pyramid/Los Altos	4,402,862	-	4,402,862	-
Sun Valley/Clearacre	363,043	-	363,043	-
Sun Valley/Eagle Canyon	7,604	-	7,604	-
Sun Valley/Lemmon Drive	531,198	-	531,198	-
Sun Valley/W. 7th Avenue	364,407	-	364,407	-

**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, 2021

	Expenditures			Unexpended Balance of Project Appropriations
	July 1, 1965 through June 30, 2020	July 1, 2020 through June 30, 2021	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)	10,384,070	4,076,594	14,460,664	9,378,946
Traffic management center	268,948	-	268,948	-
Traffic management fiber optic connectivity	-	-	-	-
Traffic signals	103,692	-	103,692	-
U.S. 395 NB and SB/Clearacre/Sun Valley	54,632,326	-	54,632,326	-
U.S. 395/Meadowood interchange	15,079,961	-	15,079,961	-
Virginia St. - Peckham/Moana	5,000	-	5,000	-
Virginia Street transit Q-jump	1,069,169	-	1,069,169	-
Virginia Street transit signal priority	1,066,499	-	1,066,499	-
Vista/Baring northbound left turn lane	461,633	-	461,633	-
Vista Blvd. corridor study	136,708	-	136,708	-
Vista/Pah Rah/Disc/Los Altos	2,723,274	-	2,723,274	-
Vista Blvd. widening - Los Altos/Wingfield Springs	9,821,787	-	9,821,787	-
Vista Blvd/Sparks Blvd at Los Altos	763,018	-	763,018	-
White Lake Parkway	46,049	-	46,049	-
Zolezzi Ln./I-580 interchange	62,076	-	62,076	-
Zolezzi Ln. rehabilitation and widening	1,949,394	-	1,949,394	-
Impact fee credits/waivers issued:				
	41,127,091	1,014,228	42,141,319	-
	74,982,099	-	74,982,099	-
	88,572,036	-	88,572,036	-
	<u>\$ 517,310,960</u>	<u>\$ 5,843,519</u>	<u>\$ 523,154,479</u>	<u>\$ 27,257,094</u>



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)

	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>
Governmental activities										
Net investment in capital assets	\$ 7,532	\$ 8,596	\$ 6,822	\$ 6,290	\$ 7,367	\$ 7,146	\$ 4,323	\$ 5,028	\$ 5,882	\$ 5,919
Restricted	159,804	136,113	133,571	115,138	142,133	170,601	189,812	203,703	259,684	131,269
Unrestricted	<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>	<u>(433,877)</u>	<u>(439,896)</u>	<u>(262,933)</u>
Total governmental activities ¹	<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>	<u>\$ (225,146)</u>	<u>\$ (174,330)</u>	<u>\$ (125,745)</u>
Business-type activities										
Net Investment in capital assets	\$ 101,417	\$ 97,669	\$ 94,094	\$ 89,135	\$ 79,533	\$ 73,696	\$ 74,505	\$ 78,598	\$ 79,595	\$ 78,095
Unrestricted	<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>	<u>15,053</u>	<u>15,817</u>	<u>17,703</u>
Total business-type activities	<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>	<u>\$ 93,651</u>	<u>\$ 95,412</u>	<u>\$ 95,798</u>
Primary government										
Net investment in capital assets	\$ 108,949	\$ 106,265	\$ 100,916	\$ 95,425	\$ 86,900	\$ 80,842	\$ 78,828	\$ 83,626	\$ 85,477	\$ 84,014
Restricted	159,804	136,113	133,571	115,138	142,133	170,601	189,812	203,703	259,684	131,269
Unrestricted	<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>	<u>(418,824)</u>	<u>(424,079)</u>	<u>(245,230)</u>
Total primary government	<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>	<u>\$ (131,495)</u>	<u>\$ (78,918)</u>	<u>\$ (29,947)</u>

¹ See Note O for explanation of negative balances.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

CHANGES IN NET POSITIONS

**Last ten fiscal years
(Accrual basis of accounting)
(Amounts expressed in thousands)**

	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>
Program revenues										
Governmental activities										
Charges for services										
Street and highway	\$ 1,516	\$ 1,198	\$ 8,443	\$ 3,787	\$ 2,482	\$ 274	\$ 194	\$ 619	\$ 713	\$ 1,792
Transportation services	282	367	423	426	414	639	651	636	693	682
Regional Road Impact Fees	7,999	7,366	4,834	5,550	4,492	2,690	3,979	-	-	-
Operating grants and contributions	17,689	27,422	9,226	30,324	30,525	18,184	17,826	18,251	8,145	2,848
Capital grants and contributions	40	2,249	210	745	228	3,462	25	7	1,563	6,792
Total governmental activities	<u>27,527</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>	<u>19,513</u>	<u>11,114</u>	<u>12,114</u>
Business-type activities										
Charges for services										
Passenger fares	3,044	3,973	5,108	5,615	5,717	5,909	5,978	6,176	5,959	5,917
Bus advertising	178	246	262	264	190	181	206	216	277	347
Rental income	401	400	357	435	458	455	421	460	460	434
Operating grants and contributions	19,484	9,949	4,320	4,088	4,826	3,618	3,404	3,499	3,989	3,483
Capital grants and contributions	17,028	8,398	12,935	7,848	9,882	3,813	980	4,147	5,463	4,580
Total business-type activities	<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>	<u>14,498</u>	<u>16,148</u>	<u>14,761</u>
Total program revenues	<u>\$ 67,662</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>	<u>\$ 34,011</u>	<u>\$ 27,262</u>	<u>\$ 26,875</u>
Expenses										
Governmental activities										
Street and highway	\$ 70,200	\$ 85,664	\$ 39,637	\$ 118,730	\$ 101,901	\$ 83,266	\$ 67,542	\$ 106,986	\$ 91,016	\$ 85,851
Transportation services	9,806	10,258	9,949	10,348	9,279	8,136	7,403	7,372	7,387	6,894
Regional Road Impact Fees	6,373	3,545	2,727	5,154	6,515	3,036	2,067	-	-	-
Metropolitan planning	2,893	2,794	2,653	2,226	2,519	3,221	2,707	3,759	2,803	3,452
Interest and fiscal charges	14,112	12,947	18,685	19,284	19,586	19,867	20,134	20,351	14,066	12,584
Total governmental activities	<u>103,384</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>	<u>138,468</u>	<u>115,272</u>	<u>108,781</u>
Business-type activities										
Public transportation	40,717	40,541	39,282	31,465	31,251	30,307	30,202	30,411	30,110	29,761
Total expenses	<u>\$ 144,101</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>	<u>\$ 168,879</u>	<u>\$ 145,382</u>	<u>\$ 138,542</u>
Net expenses										
Governmental activities	\$ (75,857)	\$ (76,606)	\$ (50,515)	\$ (114,910)	\$ (101,661)	\$ (92,277)	\$ (77,178)	\$ (118,955)	\$ (104,158)	\$ (96,667)
Business-type activities	(581)	(17,575)	(16,300)	(13,215)	(10,178)	(16,331)	(19,213)	(15,913)	(13,962)	(15,000)
Total net expense	<u>\$ (76,439)</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>	<u>\$ (134,868)</u>	<u>\$ (118,120)</u>	<u>\$ (111,667)</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)

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
General revenues and other changes in net position										
Governmental activities										
Motor vehicle fuel tax	\$ 92,080	\$ 85,471	\$ 86,738	\$ 81,180	\$ 75,058	\$ 68,015	\$ 58,934	\$ 49,575	\$ 41,828	\$ 35,319
Public transportation tax	18,037	8,769	11,650	9,806	8,989	9,932	8,414	8,786	8,459	7,726
Regional Road Impact fees	-	-	-	-	-	-	-	8,165	8,598	-
Unrestricted investment earnings	52	4,304	3,266	465	235	1,971	779	909	207	1,085
Miscellaneous revenue	162	692	990	162	(260)	193	12	246	3	55
Gain (loss) on disposal of capital assets	-	252	19	8	4	9	-	2	10	-
Transfers	375	11,479	210	300	218	184	188	308	(561)	338
Total governmental activities	<u>110,706</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>	<u>67,991</u>	<u>58,544</u>	<u>44,523</u>
Business-type activities										
Public transportation tax	21,074	24,751	20,274	21,278	17,837	16,661	16,270	14,231	12,927	12,472
Investment earnings	43	608	545	65	34	304	134	172	35	321
Miscellaneous revenue	74	98	134	30	43	114	18	44	15	30
Gain (loss) on disposal of capital assets	(6,224)	-	18	-	6	(12)	10	14	38	3
Transfers	(375)	(260)	(210)	(300)	(218)	(184)	(188)	(308)	561	(338)
Total business-type activities	<u>14,592</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>	<u>14,153</u>	<u>13,576</u>	<u>12,488</u>
Total primary government	<u>\$ 125,299</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>	<u>\$ 82,144</u>	<u>\$ 72,120</u>	<u>\$ 57,011</u>
Change in net position										
Governmental activities	\$ 34,849	\$ 34,359	\$ 52,359	\$ (22,989)	\$ (17,417)	\$ (11,973)	\$ (8,851)	\$ (50,964)	\$ (45,614)	\$ (52,144)
Business-type activities	14,011	7,622	4,461	7,859	7,523	552	(2,969)	(1,760)	(386)	(2,512)
Total primary government	<u>\$ 48,861</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>	<u>\$ (52,724)</u>	<u>\$ (46,000)</u>	<u>\$ (54,656)</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)**

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
General fund										
Nonspendable	\$ 246	\$ 246	\$ 307	\$ 304	\$ 271	\$ 221	\$ 170	\$ 192	\$ 182	\$ 201
Restricted	114,854	94,433	87,463	58,704	88,510	112,912	136,930	153,058	215,711	93,225
Total general fund	<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>	<u>\$ 153,250</u>	<u>\$ 215,893</u>	<u>\$ 93,426</u>
All other governmental funds										
Nonspendable	\$ 241	\$ 205	\$ 218	\$ 374	\$ 384	\$ 133	\$ 124	\$ 199	\$ 157	\$ 219
Restricted	44,950	41,679	46,108	56,434	53,622	57,689	52,882	50,645	43,973	38,044
Assigned	8,532	4,382	2,767	1,543	2,234	381	2,914	2,360	1,074	535
Unassigned	-	-	-	-	-	(541)	-	-	-	(274)
Total all other governmental funds	<u>\$ 53,722</u>	<u>\$ 46,267</u>	<u>\$ 49,093</u>	<u>\$ 58,351</u>	<u>\$ 56,240</u>	<u>\$ 57,662</u>	<u>\$ 55,920</u>	<u>\$ 53,204</u>	<u>\$ 45,204</u>	<u>\$ 38,524</u>

**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)

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Revenues										
Motor vehicle fuel tax	\$ 92,080	\$ 85,471	\$ 86,738	\$ 81,180	\$ 75,058	\$ 68,015	\$ 58,934	\$ 49,575	\$ 41,828	\$ 35,319
Public transportation tax	18,037	8,769	11,650	9,806	8,989	9,932	8,414	8,786	8,459	7,726
Impact fees	7,999	7,366	4,831	5,550	4,492	2,690	3,979	8,165	8,598	596
Passenger fares	282	367	423	426	413	639	651	636	693	683
Investment income	52	4,304	3,266	465	235	1,971	779	909	207	1,085
Reimbursements	1,436	2,121	7,628	3,605	2,467	233	161	644	716	1,168
Planning, operating and capital grants	17,433	30,390	9,982	34,534	28,970	19,928	18,711	17,919	12,125	5,866
Miscellaneous income	179	439	1,005	237	(160)	340	253	531	213	263
Total revenues	137,498	139,227	125,523	135,803	120,465	103,748	91,882	87,165	72,839	52,706
Expenditures										
Street and highway	75,344	87,620	51,626	124,837	107,873	85,286	69,386	106,872	90,760	85,533
Transportation services	8,882	8,713	8,659	9,032	7,817	7,158	6,700	6,526	6,247	5,945
Metropolitan planning	2,893	2,794	2,653	2,226	2,402	3,167	2,649	3,672	2,725	3,357
Capital outlay	(97)	3,362	1,856	242	1,663	3,841	43	9	1,898	124
Debt service										
Principal	7,185	6,626	2,303	7,603	6,604	6,309	6,096	5,997	5,788	5,438
Interest	15,765	15,555	19,446	19,790	20,059	20,362	20,584	19,156	12,497	13,223
Debt service fees & fiscal charges	25	35	1,022	45	42	42	46	34	36	22
Total expenditures	109,997	124,706	87,566	163,776	146,459	126,165	105,504	142,266	119,951	113,642
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	27,501	14,521	37,957	(27,973)	(25,994)	(22,417)	(13,622)	(55,101)	(47,112)	(60,936)
Other financing sources (uses)										
Transfers in (out)	375	260	210	300	217	184	188	308	225	338
Debt issuance ¹	-	56,235	183,235	-	-	-	-	-	165,000	-
Bond premium	-	12,272	22,507	-	-	-	-	-	11,023	-
Payment to refunded bond escrow agent	-	(79,456)	(224,426)	-	-	-	-	-	-	-
Sale of capital assets	-	252	19	8	4	9	-	2	10	-
Total other financing sources (uses)	375	(10,437)	(18,455)	308	221	193	188	310	176,258	338
NET CHANGE IN FUND BALANCES	\$ 27,876	\$ 4,085	\$ 19,503	\$ (27,664)	\$ (25,773)	\$ (22,224)	\$ (13,434)	\$ (54,791)	\$ 129,146	\$ (60,598)
DEBT SERVICE AS A PERCENTAGE OF NONCAPITAL EXPENDITURES	20.9%	18.3%	26.6%	16.8%	18.4%	21.8%	25.3%	17.7%	15.5%	16.5%

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
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
2014	49,574,968	6,790,658	1,374,381	8,786,166	66,526,173
2013	41,827,886	7,470,788	1,126,781	8,459,319	58,884,774
2012	35,318,650	346,025	249,938	7,726,463	43,641,076
<u>Change</u>					
2012-2021	160.7%	-100.0%	3100.4%	133.4%	170.7%

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 ⁴	Total
2021	\$ 21,074,309	\$ 3,044,093 ¹	\$ 19,484,023 ³	\$ 178,240	\$ 42,819	\$ (5,749,141)	\$ 38,074,343
2020	24,750,890	3,972,632 ¹	9,949,185 ³	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 ²	4,088,110	264,091	65,488	465,798	31,776,755
2017	17,836,832	5,716,864	4,825,788	190,455	33,843	505,727	29,109,509
2016	16,661,346	5,908,612	3,618,038	181,404	303,719	556,570	27,229,689
2015	16,270,368	5,977,902	3,403,457	206,391	134,063	448,611	26,440,792
2014	14,230,831	6,175,971	3,498,641	216,345	172,261	517,092	24,811,141
2013	12,926,595	5,959,133	3,989,322	277,131	35,051	512,661	23,699,893
2012	12,472,313	5,916,656	3,482,964	347,714	320,859	466,834	23,007,340
Change 2012-2021	69.0%	-48.6%	459.4%	-48.7%	-86.7%	-1331.5%	65.5%

¹ The reduction in fares is due to significant loss of ridership due to COVID-19.

² 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.

³ Includes CARES act funding used for operating expenses.

⁴ Includes rental income and gain (loss) on sale of assets.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**PRINCIPAL REGIONAL ROAD IMPACT FEE CREDIT RECIPIENTS¹
YEARS 2021 AND 2012**

Last ten fiscal years

Certificate Holders	2021			2012		
	Value of Waivers Issued ³	Rank	% of Total Value	Value of Credits Issued ²	Rank	% of Total Value
Lennar Reno, LLC	\$ 1,014,228	1	100.0%	\$ -	1	68.8%
Sierra Nevada Corporation	-	-	0.0%	237,915	2	31.2%
RTM-HRCF Sky Vista, LLC	-	-	0.0%	108,110		
Total Ten Largest Credit Recipients	\$ 1,014,228		100.0%	\$ 346,025		100.0%
Total Impact Fee Credits Issued	\$ 1,014,228		100.0%	\$ 346,025		100.0%

- ¹ Any person, except a unit of government, who constructs all or part of a capital improvement included in the Regional CIP or offers a dedication of land may apply for a Regional Road Impact Fee Credit/Waiver. RRIF Credits measured in Vehicle Miles Traveled (VMT) were issued prior to 3/2/2015. RRIF Waivers, replaced the RRIF Credit program in 2015, and are measured in dollars. The RTC RRIF Administrator determines which capital improvements and/or right-of-way dedications are eligible for Credits/Waivers. RRIF Credits and Waivers are managed in an online RRIF Automation account.
- ² RRIF Credits may be used by the original Developer of Record to pay up to 100% of the impact fees owed within the Benefit District where they were earned. RRIF Credits transferred to a 3rd Party can be used to pay up to 100% of impact fees owed within the Development of Record where they were earned and up to 50% of the impact fees owed outside the Development of Record, but within the Benefit District. RRIF Credits may not be used outside the Benefit District where the RRIF Credits were earned. Unused RRIF Credits expire twenty years from the date of approval of the Capital Contribution Front Ending Agreement (CCFEA). In 2017, a one-time offer to extend the expiration date for an additional 10 years was given to existing credit holders.
- ³ RRIF Waivers may be used by the original Developer of Record to pay up to 100% of the impact fees owed within the Development of Record and do not expire. RRIF Waivers transferred to a 3rd Party can be used to pay up to 100% of the impact fees owed within the Development of Record where they were earned. RRIF Waivers may not be used outside the Development of Record. The impact fees owed using RRIF Waivers are based on the fee schedule in effect at the time of the RRIF Offset Agreement for the land uses identified in the agreement. Impact fees owed for any changes to the original land use will be assessed at the current impact fee rate.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

VEHICLE MILES TRAVELED (VMT) UNITS¹

Last ten fiscal years

	2021	2020	2019	2018	2017	2016³	2015	2014	2013	2012
Total VMT units issued in Reno ²	-	-	-	2,135	1,546	-	6,885	21,440	27,454	500
Total VMT units issued outside Reno	-	-	-	-	-	-	-	17,984	27,018	1,047
Total VMT units	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,135</u>	<u>1,546</u>	<u>-</u>	<u>6,885</u>	<u>39,424</u>	<u>54,472</u>	<u>1,547</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 Prior to 2014, impact fees were slightly lower in the City of Reno. Impact Fees were discounted to account for additional payments made by new development within the City of Reno to pay for outstanding debt on Reno's 1985 and 1989 bond issues which were used for road capital improvements and improvements on existing roadways. The City of Sparks and Washoe County had no outstanding debt for road improvements. Beginning 2014, the bonds were paid off.

³ Beginning 2016, VMTs shown represent the RRIF Waivers issued. RRIF Waivers are issued in dollars and are converted to Vehicle Miles Traveled (VMTs) based on the impact fee rate in effect as of the date of the RRIF Offset Agreement.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

DIRECT AND OVERLAPPING TAX RATES

Last ten fiscal years

Fiscal Year	RTC Direct Sales Tax Rate ¹	Washoe County Sales Tax Rate	RTC Direct Vehicle Fuel Tax Rate ²	Annual RTC Direct Vehicle Fuel Tax Index Incr. ³	Washoe County Vehicle Fuel Tax Rate	Annual Washoe County Vehicle Fuel Tax Index Incr. ³	RTC Direct Impact Fee in Reno Rate ⁴	RTC Direct Impact Fee Outside Reno Rate	RTC Direct Impact Fee in North Area Rate ⁵	RTC Direct Impact Fee in South Area Rate ⁵
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
2014	0.375%	7.725%	0.2564	0.0366	0.3546	0.0423	\$216/VMT	\$227/VMT		
2013	0.375%	7.725%	0.2198	0.0323	0.3123	0.0374	216/VMT	227/VMT		
2012	0.375%	7.725%	0.1875	0.0264	0.2749	0.0305	216/VMT	227/VMT		

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 December 1, 2020 the 6th edition of the Regional Road Impact Fee (RRIF) System General Administrative Manual (GAM) was revised to increase Impact fee rates by 2.38% for inflation indexing.

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>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>
Governmental activities										
Revenue bonds	\$ 312,215	\$ 319,400	\$ 346,612	\$ 390,732	\$ 398,335	\$ 404,939	\$ 411,248	\$ 417,344	\$ 423,341	\$ 264,129
Less Deferred amounts										
Bond Premium	31,551	33,055	22,016	9,180	9,558	9,937	10,316	10,694	11,137	308
Bond Discount			(9)	(25)	(41)	(56)	(72)	(88)	(103)	(119)
Total primary government	<u>\$ 343,766</u>	<u>\$ 352,455</u>	<u>\$ 368,619</u>	<u>\$ 399,887</u>	<u>\$ 407,852</u>	<u>\$ 414,820</u>	<u>\$ 421,492</u>	<u>\$ 427,950</u>	<u>\$ 434,375</u>	<u>\$ 264,318</u>
Percentage of personal income	<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>	<u>2.2724%</u>	<u>2.2131%</u>	<u>1.4157%</u>
Per capita	<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>	<u>\$ 0.98</u>	<u>\$ 1.00</u>	<u>\$ 0.61</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 116 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, 2021
(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	\$ 280,664	\$ 280,664	0%	\$ 280,664
Total Direct Debt	<u>280,664</u>	<u>280,664</u>		<u>280,664</u>
Overlapping				
Washoe County School District	1,128,974	-	100%	1,128,974
Reno-Sparks Convention & Visitors Authority	80,297	80,297	100%	-
City of Reno	35,963	-	100%	35,963
City of Reno supported by specific revenue	346,347	346,347	100%	-
City of Reno - Special Assessment bonds ⁴	6,801	6,801	100%	-
City of Sparks	13,264	-	100%	13,264
City of Sparks - Sewer and Utility bonds	2,701	2,701	100%	-
Incline Village General Improvement District	4,404	4,404	100%	-
State of Nevada	1,210,570	323,512	13.84%	124,986
Total Overlapping Debt	<u>2,829,321</u>	<u>764,062</u>		<u>1,303,187</u>
 Total Direct and Overlapping debt	 <u>\$ 3,109,985</u>	 <u>\$ 1,044,726</u>		 <u>\$ 1,583,851</u>

¹ Based on FY 2020-21 assessed valuation in the respective jurisdiction.

² Includes all governmental debt activities and amounts are net of related discounts, premiums and deferred refunding charges.

³ Revenue bonds are not general obligation, but are special limited obligation of the County payable solely from the pledged revenue.

⁴ Special assessment bonds are not general obligations of Washoe County, or of the Cities of Reno and Sparks. If however, the special assessments collected, with all other available resources were insufficient to meet debt service requirements on these bonds, the respective bond ordinances require that the deficiency be made up with the governments' general funds.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

PLEGGED REVENUE BOND COVERAGE AND LIMITATIONS

Last ten fiscal years

Debt Service			Motor Vehicle Fuel Tax ¹			Public Transportation Tax ³	Limitations ⁴	Bond Coverage ⁵			
Fiscal Year	Principal	Interest	Total Debt Service	RTC 9¢ + Index ²	Washoe County 5.35¢ + 1¢	Total Net Pledged Fuel Tax Revenues	Total Net Pledged Public Transportation Tax Revenues	Revenues in Excess of Debt Service	Bond Coverage Actual	Bond Coverage Required	Excess Coverage
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%
2014	5,997,000	19,156,381	25,153,381	49,574,968	N/A	49,574,968	7,672,332	32,093,919	197%	125%	72%
2013	5,788,000	12,496,721	18,284,721	41,827,886	N/A	41,827,886	7,128,638	30,671,803	229%	125%	104%
2012	5,438,000	13,222,764	18,660,764	35,318,650	N/A	35,318,650	6,732,925	23,390,811	189%	125%	64%

- 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
2021	478,355	\$ 29,875,442	63	38.6	265,182	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	48	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
2014	436,647	18,832,669	43	37.6	206,624	7.2%	203,086	120
2013	433,731	19,627,834	45	37.6	219,550	9.8%	126,468	74
2012	429,079	18,656,484	43	37.0	222,532	12.3%	95,876	83

Sources:

- ¹ FY 2012 through FY 2013 Annual population, Data Analysis 2010 US Census-Nevada
Per Governor Certified Population of Nevada's Counties, Cities and Towns 2000 to 2013
FY 2014: Washoe County Community Development, with projected growth rate applied to the 2010 US Census
FY 2015 - FY 2021 data source: Nevada State Demographer's Office-NV Small Business Development Center
- ² FY 2012 and prior: U.S. Department of Commerce, Bureau of Economic Analysis (BEA)
FY 2013 - FY 2014: Washoe County Community Development Demographic Information
FY 2014 - FY 2021: BEA 2012 Estimate with Compound Annual Growth Rate applied
- ³ FY 2012 - FY 2013: Center for Regional Studies, University of Nevada, Reno
FY 2014 - FY 2018: Trend applied to U.S. Census Bureau 2008-2012 American Community Survey 5-Year Estimates
FY 2019 - FY 2021: 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

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

PRINCIPAL EMPLOYERS

Current year and nine years ago

Employer	December, 2020			December, 2011		
	Employees ¹	Rank	Percentage of Total County Employment	Employees ¹	Rank	Percentage of Total County Employment
Washoe County School District	8,750	1	3.47%	8,250	1	4.49%
Renown Medical Center	4,750	2	1.88%	2,750	4	1.50%
University of Nevada - Reno	4,750	3	1.88%	4,250	2	2.31%
Peppermill Hotel Casino-Reno	3,000	4	1.19%	2,250	5	1.22%
Grand Sierra Resort & Casino	3,000	5	1.19%	-	-	-
Silver Legacy Resort Casino	3,000	6	1.19%	1,750	8	0.95%
Harrah's Reno Casino	3,000	7	1.19%	-	-	-
Eldorado Hotel & Casino	3,000	8	1.19%	-	-	-
St. Mary's Regional Medical Center	3,000	9	1.19%	1,750	10	0.95%
Washoe County	2,800	10	1.11%	2,750	3	1.50%
Atlantis Casino Resort	-	-	-	1,750	9	0.95%
International Game Technology PLC ²	-	-	-	2,250	6	1.22%
Integrity Staffing Solutions	-	-	-	2,250	7	1.22%
Total Washoe County Covered Employment	252,295			183,770		

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 Inforgroup. Inforgroup publishes employee counts in ranges of 5000. The number of employees are estimated using the midpoint.

² International Game Technology was acquired by Gtech in 2015 becoming International Game Technology PLC.

**Regional Transportation Commission
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FULL TIME EQUIVALENT GOVERNMENT EMPLOYEES BY DEPARTMENT

Last ten fiscal years

Department	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Executive	4.50	4.50	4.00	4.00	4.00	4.00	2.00	2.00	2.00	6.50
Administrative services	7.25	7.25	6.75	6.75	6.75	6.75	7.25	6.50	7.50	10.50
Marketing/Communications ³	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00
Finance	13.50	13.50	13.50	13.00	13.00	13.00	13.00	14.00	12.00	16.00
Engineering/Facilities maintenance ²	17.50	17.50	17.50	17.00	17.00	17.00	17.00	17.00	17.00	20.00
Metropolitan Planning Organization	12.50	12.50	12.50	12.50	12.50	12.50	12.50	15.00	12.00	9.00
Public transportation and Operations ¹	25.00	26.00	24.50	24.50	24.38	24.88	21.88	15.50	20.50	24.50
Total Budgeted Employees ⁴	<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>	<u>70.00</u>	<u>71.00</u>	<u>92.50</u>
Total Actual Employees ⁵	<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>	<u>59.25</u>	<u>64.00</u>	<u>66.50</u>

¹ In FY2012, Public Transportation department became known as Public Transportation and Operations department.

² In FY 2012, Facilities Maintenance moved from Engineering to Public Transportation and Operations department.

³ In FY 2012, Marketing department was dissolved. Staff moved to Planning and Public Transportation and Operations department.

⁴ Source: RTC Finance Department Budget documents.

⁵ Source: Payroll FTE count as of June 30th.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

RIDE OPERATING STATISTICS

Last ten fiscal years

Fiscal Year	Fleet Size ¹	Revenue Miles	Revenue Hours	Passengers	Full Time Equivalent Employees (FTE)			Total FTE's
					Bus Operators	Maintenance Personnel	Other	
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
2014	82	2,871,913	251,899	8,165,335	160.0	31.0	18.5	209.5
2013	82	2,817,697	249,569	8,050,950	168.0	29.0	18.5	215.5
2012	82	2,851,407	252,827	7,973,480	153.5	25.0	19.0	197.5

¹ Includes Peak, Spares, and Contingency.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

ACCESS OPERATING STATISTICS

Last ten fiscal years

Fiscal Year	Fleet Size ¹	Revenue Miles	Revenue Hours	Passengers	Van Operators	Full Time Equivalent Employees (FTE)		
						Maintenance Personnel	Operations Personnel	Total FTE's
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
2014	50	1,378,237	84,165	239,457	43.0	5.0	12.0	60.0
2013	50	1,341,109	82,637	232,776	42.0	5.0	12.0	59.0
2012	45	1,281,359	81,119	222,593	42.0	5.0	12.0	59.0

¹ Includes Peak and Spares.

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

CAPITAL ASSET INFORMATION ¹

As of June 30, 2021

	Year ²	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
<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		110	113	132	121	117	116	115	113	111	111
Number of RIDE revenue vehicles (fleet) ⁴		84	77	77	75	69	72	81	82	82	81
Number of ACCESS revenue vehicles (fleet) ⁴		46	50	45	45	54	63	50	50	50	45
Number of Maintenance & Operation staff vehicles ⁵		12	20	20	24	24	25	27	27	29	31

¹ More information about capital assets can be found in the notes to the financial statements.

² Fiscal year facility was acquired or construction completed.

³ Shelter information includes only installed shelters and RAPID stations.

⁴ Revenue vehicles include active fleet only. Active fleet consists of Peak, Spares, and Contingency vehicles.

⁵ Staff vehicles include RIDE, ACCESS, and RTC support vehicles.



COMPLIANCE SECTION

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Commissioners
Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Regional Transportation Commission, Reno, Sparks, and Washoe County, Nevada (RTC) as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise RTC's basic financial statements, and have issued our report thereon dated November 24, 2021.

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 the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of RTC's internal control. Accordingly, we do not express an opinion on the effectiveness of RTC's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether RTC's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the 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.

Sacramento, California
November 24, 2021

Crowe LLP
Crowe LLP

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM;
REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY UNIFORM GUIDANCE**

To the Commissioners
Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada

Report on Compliance for Each Major Federal Program

We have audited Regional Transportation Commission's, Reno, Sparks and Washoe County, Nevada (RTC's) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of RTC's major federal programs for the year ended June 30, 2021. RTC's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of RTC's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about RTC's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of RTC's compliance.

Opinion on Each Major Federal Program

In our opinion, RTC complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal programs for the year ended June 30, 2021.

Report on Internal Control over Compliance

Management of RTC is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered RTC's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of RTC's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.


Crowe LLP

Sacramento, California
November 24, 2021

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year ended June 30, 2021**

Federal Grantor/Pass-Through Grantor Program Title	Federal Assistance Listing Number	Grant / Agreement Number	Grant Award Amount	Federal Expenditures 2021	Amounts Passed through to Subrecipients
<u>U. S. Department of Transportation</u>					
<u>Federal Transit Administration</u>					
Direct Award					
Federal Transit Cluster					
Federal Transit - Capital Investment Grants	20.500	#NV-2019-016	\$ 40,387,863	\$ 6,873,416	-
		Total Capital Investment	40,387,863	6,873,416	-
Direct Award					
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-90-0078	5,775,854	51,982	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2016-006	6,120,979	52,898	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2017-010	12,248,635	481,234	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2017-013	6,375,105	2,240	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2018-012	6,619,530	127,294	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2019-001	7,477,500	7,477,500	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2019-018	7,117,512	371,333	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2019-020	7,750,000	3,657,248	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2019-021	7,025,000	15,707	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2020-018	7,297,750	194,069	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2020-019	1,350,000	271,953	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2020-022	3,366,799	1,134,932	-
Federal Transit - Urbanized Area Formula Grant	20.507	#NV-2020-024	5,700,000	3,408,717	-
COVID-19 - Federal Transit - Urbanized Area Formula Grant (CARES Act)	20.507	#NV-2020-005	20,828,544	12,485,294	-
COVID-19 - Federal Transit - Urbanized Area Formula Grant (CRRSAA)	20.507	#NV-2021-005	5,411,552	5,411,552	-
COVID-19 - Federal Transit - Urbanized Area Formula Grant (ARPA)	20.507	#NV-2021-012	19,942,473	6,270,240	-
		Total Urbanized Area Formula	130,407,233	41,414,193	-
Direct Award					
Federal Transit - Bus & Bus Facilities Formula Grant	20.526	#NV-2016-011	616,642	16,757	-
Federal Transit - Bus & Bus Facilities Formula Grant	20.526	#NV-2017-014	647,857	1,200	-
Federal Transit - Bus & Bus Facilities Formula Grant	20.526	#NV-2018-011	896,474	501,269	-
		Total Bus & Bus Facilities Formula	2,160,973	519,226	-
		Total Federal Transit Cluster	172,956,069	48,806,835	-

(continued)

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year ended June 30, 2021**

Federal Grantor/Pass-Through Grantor Program Title	Federal Assistance Listing Number	Grant / Agreement Number	Grant Award Amount	Federal Expenditures 2021	Amounts Passed through to Subrecipients
Direct Award					
Transit Services Programs Cluster					
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	#NV-2018-013	688,863	219,956	219,956
Enhanced Mobility of Seniors and Individuals with Disabilities (ARP)	20.513	#NV-2021-016	66,563	7,066	7,066
		Total Transit Services Programs Cluster	755,426	227,022	227,022
		Total Federal Transit Administration	173,711,495	49,033,857	227,022
<u>Office of the Secretary of Transportation</u>					
Direct Award					
State and Local Government Data Analysis Tools for Roadway Safety	20.935	69A34520501080620	298,600	145,000	-
		Total Office of the Secretary of Transportation	298,600	145,000	-
		Total United States Department of Transportation	174,010,095	49,178,857	227,022
<u>Federal Highway Administration</u>					
Passed through State of Nevada Department of Transportation					
Highway Planning and Construction Cluster					
Highway Planning and Construction Grant	20.205	#PR285-17-063	2,660,000	133,353	-
Highway Planning and Construction Grant	20.205	#PR333-20-063	1,150,000	932,350	-
Highway Planning and Construction Grant	20.205	#PR216-20-063	34,000	12,445	-
Highway Planning and Construction Grant	20.205	#P461-07-063	9,568,569	850	-
Highway Planning and Construction Grant	20.205	#PR195-19-804	1,746,081	1,024,992	-
Highway Planning and Construction Grant	20.205	#P356-16-063	246,106	9,493	-
		Total Highway Planning and Construction Cluster	15,404,756	2,113,483	-
		Total Federal Highway Administration	15,404,756	2,113,483	-
		TOTAL EXPENDITURES OF FEDERAL AWARDS:	\$ 189,414,851	\$ 51,292,340	\$ 227,022

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, 2021

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, 2021. 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, 2021

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:

<u>Assistance Listing Number</u>	<u>Name of Federal Program or Cluster</u>
20.500 / 20.507 / 20.526	Federal Transit Cluster

Dollar threshold used to distinguish between type A and type B programs:

\$1,538,770

Auditee qualified as low-risk auditee?

 X Yes _____ No

Section II – Financial Statement Findings

None noted.

Section III – Federal Award Findings and Questioned Costs

None noted.



rtcwashoe.com

Your RTC. Our Community.





To the Commissioners
Regional Transportation Commission
Reno, Sparks and Washoe Country, Nevada

Professional standards require that we communicate certain matters to keep you adequately informed about matters related to the financial statement audit that are, in our professional judgment, significant and relevant to your responsibilities in overseeing the financial reporting process. We communicate such matters in this report.

AUDITOR'S RESPONSIBILITY UNDER AUDITING STANDARDS GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA

Our responsibility is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America. The audit of the financial statements does not relieve you of your responsibilities and does not relieve management of their responsibilities. Refer to our engagement letter with the Commission for further information on the responsibilities of management and of Crowe LLP.

AUDITOR'S RESPONSIBILITY UNDER GOVERNMENT AUDITING STANDARDS

As part of obtaining reasonable assurance about whether the Commission's financial statements are free of material misstatement, we performed tests of the Commission's compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts or disclosures. 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.

PLANNED SCOPE AND TIMING OF THE AUDIT

We are to communicate an overview of the planned scope and timing of the audit. Accordingly, the following matters regarding the planned scope and timing of the audit were discussed with you during the planning stages of the audit.

- How we proposed to address the significant risks of material misstatement, whether due to fraud or error.
- Our approach to internal control relevant to the audit.
- The concept of materiality in planning and executing the audit, focusing on the factors considered rather than on specific thresholds or amounts.

- Your views and knowledge of matters you consider warrant our attention during the audit, as well as your views on:
 - The allocation of responsibilities between you and management.
 - The entity's objectives and strategies, and the related business risks that may result in material misstatements.
 - Significant communications between the entity and regulators.
 - Other matters you believe are relevant to the audit of the financial statements.

SIGNIFICANT ACCOUNTING POLICIES AND MANAGEMENT JUDGMENTS AND ACCOUNTING ESTIMATES

Significant Accounting Policies: Those charged with governance should be informed of the initial selection of and changes in significant accounting policies or their application. Also, those charged with governance should be aware of methods used to account for significant unusual transactions and the effect of significant accounting policies in controversial or emerging areas where there is a lack of authoritative consensus. We believe management has the primary responsibility to inform those charged with governance about such matters. There were no such accounting changes or significant policies requiring communication.

Management Judgments and Accounting Estimates: Further, accounting estimates are an integral part of the financial statements prepared by management and are based upon management's current judgments. These judgments are based upon knowledge and experience about past and current events and assumptions about future events. Certain estimates are particularly sensitive because of their significance and because of the possibility that future events affecting them may differ markedly from management's current judgments and may be subject to significant change in the near term.

The following describes the significant accounting estimates reflected in the RTC's year-end financial statements, the process used by management in formulating these particularly sensitive accounting estimates and the primary basis for our conclusions regarding the reasonableness of those estimates.

Significant Accounting Estimate	Process Used by Management	Basis for Our Conclusions
Fair Values of Investment Securities and Other Financial Instruments	The disclosure of fair values of securities and other financial instruments requires management to use certain assumptions and estimates pertaining to the fair values of its financial assets and financial liabilities.	We tested the propriety of information underlying management's estimates.
Useful Lives of Fixed Assets	Management has determined the economic useful lives of fixed assets based on past history of similar types of assets, future plans as to their use, and other factors that impact their economic value to the Company.	We tested the propriety of information underlying management's estimates.
Pension and Postretirement Obligations	Amounts reported for pension and postretirement obligations require management to use estimates that may be subject to significant change in the near term. These estimates are based on projection of the weighted average discount rate, rate of increase in future compensation levels, and weighted average expected long-term rate of return on pension assets.	We reviewed the reasonableness of these estimates and assumptions.

AUDITOR'S JUDGMENTS ABOUT QUALITATIVE ASPECTS OF SIGNIFICANT ACCOUNTING PRACTICES

We are to discuss with you our comments about the following matters related to the Commission's accounting policies and financial statement disclosures. Accordingly, these matters will be discussed during our meeting with you.

- The appropriateness of the accounting policies to the particular circumstances of the entity, considering the need to balance the cost of providing information with the likely benefit to users of the entity's financial statements.
- The overall neutrality, consistency, and clarity of the disclosures in the financial statements.
- The effect of the timing of transactions in relation to the period in which they are recorded.
- The potential effect on the financial statements of significant risks and exposures, and uncertainties that are disclosed in the financial statements.
- The extent to which the financial statements are affected by unusual transactions including nonrecurring amounts recognized during the period, and the extent to which such transactions are separately disclosed in the financial statements.
- The issues involved, and related judgments made, in formulating particularly sensitive financial statement disclosures.
- The factors affecting asset and liability carrying values, including the entity's basis for determining useful lives assigned to tangible and intangible assets.
- The selective correction of misstatements, for example, correcting misstatements with the effect of increasing reported earnings, but not those that have the effect of decreasing reported earnings.

CORRECTED AND UNCORRECTED MISSTATEMENTS

Corrected Misstatements: We are to inform you of material corrected misstatements that were brought to the attention of management as a result of our audit procedures.

There were no corrected misstatements.

Uncorrected Misstatements: We are to inform you of uncorrected misstatements that were aggregated by us during the current engagement and pertaining to the latest and prior period(s) presented that were determined by management to be immaterial, both individually and in the aggregate, to the financial statements taken as a whole. For your consideration, we have distinguished misstatements between known misstatements and likely misstatements.

There were no uncorrected misstatements.

OTHER COMMUNICATIONS

Communication Item	Results
<p>Other Information Included in Documents Containing Audited Financial Statements Information may be prepared by management that accompanies or includes the financial statements. To assist your consideration of this information, you should know that we are required by audit standards to read such information, or the manner of its presentation, is materially inconsistent with information in the financial statements. If we identify a material inconsistency between the other information and the financial statements, we are to seek a resolution of the matter.</p>	<p>We read the following items and noted no material inconsistencies or misstatement of facts based on our reading thereof.</p> <ul style="list-style-type: none"> • Introductory Section • Management's Discussion and Analysis • Other Supplementary Information Section • Statistical Section

Communication Item	Results
<p>Significant Difficulties Encountered During the Audit We are to inform you of any significant difficulties encountered in dealing with management related to the performance of the audit.</p>	<p>There were no significant difficulties encountered in dealing with management related to the performance of the audit.</p>
<p>Disagreements with Management We are to discuss with you any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the Commission's financial statements or the auditor's report.</p>	<p>During our audit, there were no such disagreements with management.</p>
<p>Consultations with Other Accountants If management consulted with other accountants about auditing and accounting matters, we are to inform you of such consultation, if we are aware of it, and provide our views on the significant matters that were the subject of such consultation.</p>	<p>We are not aware of any instances where management consulted with other accountants about auditing or accounting matters since no other accountants contacted us, which they are required to do by Statement on Auditing Standards No. 50, before they provide written or oral advice.</p>
<p>Representations the Auditor Is Requesting from Management We are to provide you with a copy of management's requested written representations to us.</p>	<p>We direct your attention to a copy of the letter of management's representation to us provided separately.</p>
<p>Significant Issues Discussed, or Subject to Correspondence, With Management We are to communicate to you any significant issues that were discussed or were the subject of correspondence with management.</p>	<p>There were no such significant issues discussed, or subject to correspondence, with management.</p>
<p>Significant Related Party Findings or Issues We are to communicate to you significant findings or issues arising during the audit in connection with the Commission's related parties.</p>	<p>There were no such findings or issues that are, in our judgment, significant and relevant to you regarding your oversight of the financial reporting process.</p>
<p>Other Findings or Issues We Find Relevant or Significant We are to communicate to you other findings or issues, if any, arising during the audit that are, in our professional judgment, significant and relevant to you regarding your oversight of the financial reporting process.</p>	<p>There were no such other findings or issues that are, in our judgment, significant and relevant to you regarding your oversight of the financial reporting process.</p>

We are pleased to serve your Commission as its independent auditors and look forward to our continued relationship. We provide the above information to assist you in performing your oversight responsibilities and would be pleased to discuss this letter or any matters further, should you desire. This letter is intended solely for the information and use of the Commissioners and, if appropriate, management, and is not intended to be and should not be used by anyone other than these specified parties.

Crowe LLP
Crowe LLP

Sacramento, California
November 24, 2021



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 5.2

From: Bill Thomas, AICP, Executive Director

RECOMMENDED ACTION

Approve the RTC federal priorities and provide direction accordingly.

BACKGROUND AND DISCUSSION

Proposed RTC federal priorities are provided below:

POLICY PRIORITIES

- *Direct Funding Distribution to Metropolitan Planning Organizations* – Sending funds directly to qualified and experienced Metropolitan Planning Organizations is the best way to assure that funding gets into local economies quickly and effectively. We have all learned an important lesson from the COVID funding crisis. Those in need of stimulus funds need the resources now. Any means of distribution that has less oversight layers applies the resources rapidly. However, less oversight does not have to mean lower quality results or programs. The FTA method of funding MPOs directly has proven to be a very successful and should be applied with FHWA funding. Strained personnel resources at the federal and state level are not likely to be adequately and effectively addressed in the near term. Until they are, it only makes sense that USDOT use qualified MPOs who have consistently demonstrated the necessary skills and talent to properly administer federal funds to apply new stimulus funds.

RTC is already a direct recipient of federal funds from the FTA. However, funds from the FHWA must currently be administered through NDOT, which can create additional administrative burdens on both RTC and NDOT. RTC proposes an expanded pilot program that would allow RTC to be a direct recipient of FHWA funds to reduce administrative costs and delays.

- *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 US 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.
- *Improve FTA resources for grantees* – The RTC recognizes that federal employees are regularly asked to “do more with less” and supports fully funding and increasing funding for Federal Transit Administration staff or outside resources.
- *Permit the use of tapered match or delayed local match* – This approach will allow projects to be paid for with the federal funding share first, with state and local funding portion applied later in the projects. Delaying the state and local funding portion would assist agencies that are facing constrained local resources and help ensure successful project development and completion.
- *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 for 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, included 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.

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.

- *Extend the Bus Rapid Transit (RAPID) System:* Continue the success of the regional RAPID system through extending the Virginia Line to Mt. Rose Highway and Lincoln Line to Stoker Avenue – The 1.3 mile extension of our BRT to Stoker Avenue and the 5 mile extension from Meadowood Mall to Mt. Rose Highway will allow completion of this most critical transit infrastructure. These two areas provide the best near-term opportunity to compliment the current BRT system by adding much needed service in high-density, senior and workforce housing. These projects would directly address two of our most pressing social issues – affordable housing and climate change.

HIGHWAY PRIORITIES

- *Arlington Bridges Replacement* – This project will replace two bridges over the Truckee River at Arlington Avenue in downtown Reno. The bridges have the lowest structural rating in the region and the new structures will include safety improvements along with pedestrian and bicycle facilities.
- *Highland Ranch Parkway/Pyramid Highway Intersection* – This intersection is a major connector between two areas 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.
- *I-80 Improvements* – 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.
- *Keystone Avenue* – The Keystone Avenue Bridge over the Truckee River is structurally deficient and does not accommodate pedestrians and bicyclists. This project will allow us to replace a piece of failing infrastructure with a safer alternative, which will include bike/pedestrian facilities where there currently is none.
- *Spaghetti Bowl Improvements* – The 1-80/I-580/US 395 interchange is the top highway facility priority for RTC. This interchange is the bottleneck for the regional freeway network and has the highest concentration of vehicle crashes in the region and in the State of Nevada. NDOT has identified improvements and has completed the NEPA process for these design concepts.
- *Sierra Street* – The Sierra Street Bridge is structurally deficient, along with not performing adequately during flood events and having a high seismic risk.. This project will allow us to replace a piece of failing infrastructure with a safer alternative, along with additional multimodal updates to the road.

- ***Sparks Boulevard Project*** – This project is located in an area where land use continues to intensify. Improvements made on Sparks Boulevard are planned to respect the environmental, historical, community, and recreational resources. The purpose of the project is to address operations and capacity deficiencies and improve safety and mobility for all modes of transportation including cars, pedestrians, transit, and bicycles. The project will increase safety, add roadway capacity, and improve bicycle and pedestrian facilities by widening the roadway.
- ***US 395 Widening*** – Widen US 395 between I-80 and Lemmon Drive. This segment of US 395 is a critical freeway link in the metro region that consistently experiences traffic congestion. It serves the growing residential population as well as the more than 12,000 jobs in the North Valleys region.

TOP PRIORITIES

While all the issues covered in this staff report are of critical importance to RTC, there are times when we may be asked to further prioritize our needs. In order to be prepared for the situation where a prompt and nimble response is needed, our six top priorities are highlighted in bold with this report and reiterated here as:

- US 395
- Keystone Avenue
- Sierra Street
- Highland Ranch Parkway/Pyramid Highway Intersection
- Sparks Boulevard
- Bus Maintenance Facility Replacement

FISCAL IMPACT

Funding for this item is included in the approved FY 2021 budget, and there is no additional cost in connection with this agenda item.

PREVIOUS BOARD ACTION

01/15/2021 Approved the RTC federal priorities and provided direction accordingly.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 5.3

From: Brian Stewart, P.E., Director of Engineering

RECOMMENDED ACTION

Approve the proposed new projects for the RTC's FY 2023 Program of Projects.

BACKGROUND AND DISCUSSION

The FY 2023 Program of Projects (Attachment A) identifies and prioritizes funding for RTC's regional streets and highways projects, including RTC fuel tax revenues. This program has been developed in accordance with priorities established as part of the Unified Planning Work Program, Regional Transportation Plan (RTP), Regional Transportation Improvement Plan (RTIP), and the regional road pavement preservation program. New projects are shown on Attachment A.

RTC fuel tax revenues are the most significant source of funding for projects in the FY 2023 Program of Projects. Pursuant to NRS Chapter 373.140, in evaluating and determining whether to approve the use of fuel tax on a project, the RTC Board must evaluate the project in terms of:

- (a) The priorities established by the RTP;
- (b) The relation of the proposed work to other projects already constructed or authorized;
- (c) The relative need for the project in comparison with others proposed; and
- (d) The money available.

After the RTC Board approves the projects, they will be brought to the Washoe County Commission for approval to authorize the use of fuel taxes on the projects.

In accordance with NRS Chapter 373, RTC will develop Interlocal Cooperative Agreements (ICAs) specifying responsibilities for construction of the projects and authorizing RTC to exercise the power of eminent domain, if necessary. One ICA will be between RTC, Washoe County and the City of Reno for projects located within the City of Reno. Another ICA is between RTC, Washoe County and the City of Sparks for projects located within the City of Sparks. Upon approval of the ICAs by the RTC Board, they will be presented to the City Councils and the Washoe County Commission for their consideration and approval.

FISCAL IMPACT

Approval will appropriate various funding sources for new projects anticipated to be approximately \$200,000,000 total, beginning in FY 2023.

PREVIOUS BOARD ACTION

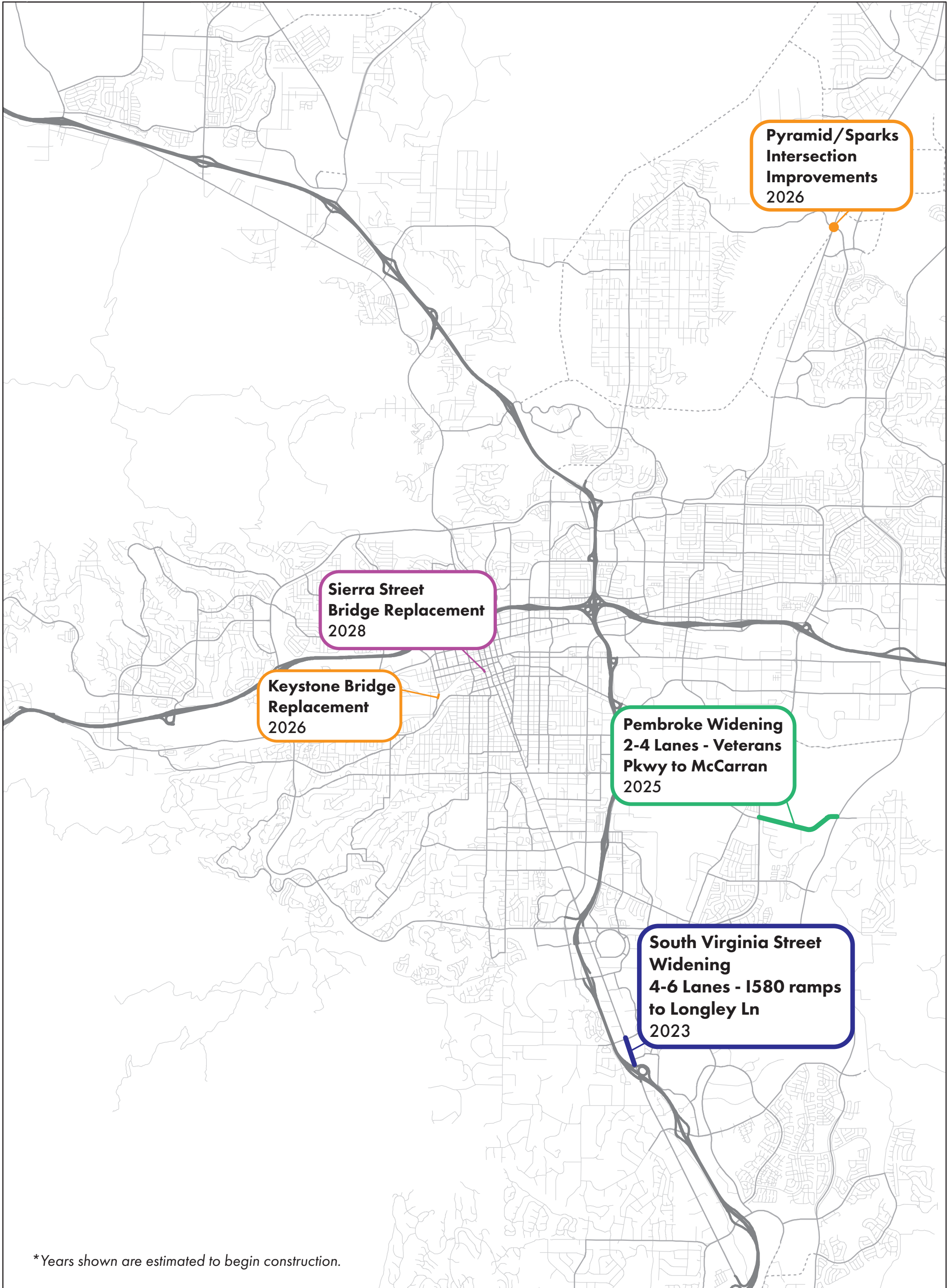
There has been no previous Board action or direction on this matter.

ATTACHMENT(S)

A. Map and Table



(FY) 2023 NEW PROGRAM OF PROJECTS (POP)



*Years shown are estimated to begin construction.

NEW PROJECTS FOR FY2023

NAME	EST. COSTS	Proposed Year of Construction	Work Phase for FY2023	ICA Required
2023 Preventative Maintenance* (2023/2024)	\$6.5 Million	2023	Design/Construction	ALL
2023 Roadway Reconstruction * (2023/2024)	\$14 Million	2023	Design/RW/Construction	ALL
2023 Corrective Maintenance* (2023/2024)	\$2 Million	2023	Design/Construction	ALL
Traffic Signals and Intersection Improvements*	\$6.5 Million	2023-2024	Design/RW/Construction	ALL
ITS/Traffic Management*	\$3.5 Million	2023-2024	Design/RW/Construction	ALL
Pembroke Road Widening (Veterans Parkway to McCarran)	\$21.8 Million	2025	Design	COR
South Virginia Street Widening (I580 Ramps to Longley)	\$25.6 Million	2023	Design	COR
Pyramid/Sparks Intersection & Road Improvements	\$45.2 Million	2026	Design/RW	NDOT
Keystone Bridge Replacement	\$47 Million	2026	Design	COR
Sierra Street Bridge Replacement	\$29 Million	2028	Design	COR

*Region-wide programs with specific improvement locations in both the City of Reno and the City of Sparks.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 5.4

From: Brian Stewart, P.E., Director of Engineering

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement with the City of Reno and Washoe County specifying responsibilities for delivering certain new projects in the RTC's FY 2023 Program of Projects.

BACKGROUND AND DISCUSSION

The new projects in the FY 2023 Program of Projects are before the RTC Board for approval on December 17, 2021. In accordance with NRS Chapter 373, this Interlocal Cooperative Agreement (ICA) specifies the responsibilities for delivering the new projects located within the jurisdiction of the city and/or the county, and authorizes RTC to exercise the power of eminent domain as necessary. Upon approval, the ICA will be presented to the city council and the county commission for approval.

FISCAL IMPACT

There is no fiscal impact associated with this action.

PREVIOUS BOARD ACTION

There has been no previous Board action or direction on this matter.

ATTACHMENT(S)

- A. Interlocal Cooperative Agreement

INTERLOCAL COOPERATIVE AGREEMENT

This agreement is made and executed this ____ day of _____, 2022, by and between the Board of Commissioners of Washoe County, Nevada (the “County”), the Regional Transportation Commission of Washoe County (the “RTC”), and the City Council of Reno, Nevada (the “City”).

WITNESSETH:

WHEREAS in 1979, the RTC was created by County ordinance through the consolidation of the Regional Street and Highway Commission, the Regional Transit Commission, and a previously existing metropolitan transit planning organization; and

WHEREAS, the RTC is responsible for the Regional Street & Highway Program, the Public Transportation Program, and Transportation Planning; and

WHEREAS, the RTC funds the Regional Street & Highway Program from a variety of local, state and federal funding sources, and expends money from a variety of funds including the Regional Street and Highway Fund (the “Fuel Tax Fund”), the Transportation Sales Tax Fund (the “Sales Tax Fund”), and the Regional Road Impact Fee Fund (the “RRIF Fund”); and

WHEREAS, pursuant to NRS 373.140(2), if a project is proposed to be financed in whole or in part from the Fuel Tax Fund, the RTC must evaluate the project based on the criteria set forth in NRS 373.140(2) before it approves the project; and

WHEREAS, pursuant to NRS 373.140(2), if the RTC approves a project that is proposed to be financed in whole or in part from the Fuel Tax Fund, the County must authorize the project; and

WHEREAS, pursuant to NRS 373.140(2), if the County authorizes a project that is proposed to be financed in whole or in part from the Fuel Tax Fund, the responsibilities for letting construction and other necessary contracts, contract administration, supervision and inspection of work and the performance of other duties related to the acquisition of the project must be specified in written agreement executed by the County and the governing bodies of the City of Reno and the City of Sparks, as appropriate; and

ATTACHMENT A

WHEREAS, pursuant to NRS 277A.250, the RTC may exercise the power of eminent domain for the acquisition, construction, repair or maintenance of public roads if the city or county which has jurisdiction over the property approves the exercise of eminent domain; and

WHEREAS, on _____, the RTC approved its FY 2023 Program of Projects for the Regional Street & Highway Program; and

WHEREAS, on _____, the County approved the FY 2023 Program of Projects, which authorized the projects proposed to be financed in whole or in part from the Fuel Tax Fund; and

WHEREAS, the projects listed in Exhibit A are located within the jurisdiction of the City and/or the County (the “Projects”).

NOW, THEREFORE, in compliance with statutory requirements, and 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:

I. PROJECT AUTHORIZATION

A. The County and the City authorize the RTC to design, survey, engineer, acquire through purchase or eminent domain real property for, and construct, each of the Projects. This authority shall be for all continued work by or on behalf of the RTC as necessary to complete the Project and for any later fiscal year.

B. The RTC may expend money from one or more than one of the Fuel Tax Fund, the Sales Tax Fund, the RRIF Fund, or any other eligible fund. The total estimated cost to complete each Project is estimated by the RTC as shown on Exhibit A. These costs are only estimates and the RTC may expend additional money as necessary from any one or more of the Fuel Tax Fund, the Sales Tax Fund or the RRIF Fund, or any other eligible fund, as such additional expenditures are reviewed and approved by the RTC pursuant to the RTC’s policies and procedures.

C. The County and the City authorize the RTC to adopt an appropriate resolution of condemnation and initiate and prosecute to judgment such eminent domain proceedings as may be necessary for the acquisition of such property within their jurisdictions as the RTC deems

necessary for the construction and/or maintenance of any Project and, if prudent, future expansions of each Project identified by the Regional Transportation Plan.

II. RTC RESPONSIBILITIES AND DUTIES

RTC agrees to perform the followings tasks and the County and the City hereby authorize the RTC to do so:

A. Provide all required services, including but not limited to design, environmental assessments and studies, surveying, construction engineering, construction management and quality assurance inspection, utilizing RTC staff and/or qualified consultants;

B. Obtain appraisal reports for any property being considered as necessary for the implementation of any Project and, if prudent, future expansions of the Project identified within the Regional Transportation Plan, conduct negotiations with the owners in an effort to arrive at a mutually agreeable purchase price and negotiate, execute and close contracts to purchase the property;

C. Offer not less than the appraisal value for the property and property rights deemed necessary for a Project and, where the prospect of reaching a mutually agreeable purchase price appears unlikely following reasonable negotiations, cause the RTC Board of Commissioners to adopt a “Resolution of Condemnation” finding that particular properties are necessary to the success of a Project and authorize legal counsel to seek acquisition through eminent domain proceedings;

D. Coordinate all activities related to a Project including, but not limited to, advertising, receipt and review of construction bids, and execution of a contract with the contractor submitting the lowest responsive and responsible bid;

E. Maintain necessary files on each Project;

F. Pay all authorized Project costs from the Fuel Tax Fund, the Sales Tax Fund, the RRIF Fund, and any other eligible fund. Payments for construction or engineering services will be paid to the contractor or consultant upon receipt of a claim or claims which have been certified as a true and correct account of the expenses incurred as a result of or in conjunction with the

provisions of a contract entered into as a result of this Agreement. All submitted claims will have supporting documents attached which substantiate the basis of the claim. Such claim or claims shall be reviewed and approved in accordance with the policies and procedures of the RTC; and

G. Not permit the payment of non-reimbursable or non-payable items established by the policies and procedures of the RTC.

III. COUNTY AND CITY RESPONSIBILITIES AND DUTIES

The County and the City shall do the following:

A. Cooperate with RTC and its consultants in all phases of each Project located within their respective jurisdictions;

B. Assist the RTC in communicating with the public regarding the Project(s) located within their respective jurisdictions;

C. Accept ownership of and maintain each Project located wholly or partially within their respective jurisdictions upon completion of construction;

D. Upon notification from the RTC, require utilities having franchise agreements that require relocation to relocate their facilities prior to award of the Project in accordance with the franchise agreement; for utilities that do not address the issue of relocation in the franchise agreement, require relocation of the subject facilities prior to the award of the Project if state law provides authority to do so; and

E. Coordinate development and administration of the Project with the RTC.

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ATTACHMENT A

This Agreement is effective from and after the date first above written.

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

BY: _____
EXECUTIVE DIRECTOR
APPROVED AS TO LEGALITY AND FORM

BY: _____
GENERAL COUNSEL

BOARD OF COMMISSIONERS, WASHOE COUNTY, NEVADA

By: _____
CHAIRMAN

ATTEST: APPROVED AS TO FORM AND CONTENT:

BY: _____ BY: _____
WASHOE COUNTY CLERK ATTORNEY

CITY COUNCIL OF RENO, NEVADA

By: _____
MAYOR

ATTEST: APPROVED AS TO FORM AND CONTENT:

BY: _____ BY: _____
RENO CITY CLERK DEPUTY CITY ATTORNEY

ATTACHMENT A

Exhibit A
City of Reno
New Projects for 2023

NAME	Description	EST. COSTS	Proposed Year of Construction	Work Phase for FY2023
2023 Preventative Maintenance* (2023/2024)	Patching/slurry seals on regional roads	\$6.5 Million	2023	Design/Construction
2023 Roadway Reconstruction* (2023/2024)	Reconstruction/rehabilitation of failing segments of regional roads	\$14 Million	2023	Design/RW/Construction
2023 Corrective Maintenance* (2023/2024)	Patching/mill and fill/grind and overlays on segments of regional roads	\$2 Million	2023	Design/Construction
Traffic Signals and Intersection Improvements*	Intersection improvements throughout the region including new signals and geometry upgrades	\$6.5 Million	2023-2024	Design/RW/Construction
ITS/Traffic Management*	Improvements to regional infrastructure using new technology to manage traffic	\$3.5 Million	2023-2024	Design/RW/Construction
Pembroke Road Widening (Veterans Parkway to McCarran)	Widening from 2 to 4 lanes to increase capacity	\$21.8 Million	2025	Design
South Virginia Street Widening (I580 Ramps to Longley)	Widening from 4 to 6 lanes to increase capacity and reduce queuing	\$25.6 Million	2023	Design
Keystone Bridge Replacement	Replacement of an aging bridge at the Truckee River	\$47 Million	2026	Design
Sierra Street Bridge Replacement	Replacement of an aging bridge at the Truckee River	\$29 Million	2028	Design

*Region-wide programs with specific improvement locations in both the City of Reno and the City of Sparks.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 5.5

From: Brian Stewart, P.E., Director of Engineering

RECOMMENDED ACTION

Approve an Interlocal Cooperative Agreement with the City of Sparks and Washoe County specifying responsibilities for delivering certain new projects in the RTC's FY 2023 Program of Projects.

BACKGROUND AND DISCUSSION

The new projects in the FY 2023 Program of Projects are before the RTC Board for approval on December 17, 2021. In accordance with NRS Chapter 373, this Interlocal Cooperative Agreement (ICA) specifies the responsibilities for delivering the new projects located within the jurisdiction of the city and/or the county, and authorizes RTC to exercise the power of eminent domain as necessary. Upon approval, the ICA will be presented to the city council and the county commission for approval.

FISCAL IMPACT

There is no fiscal impact associated with this action.

PREVIOUS BOARD ACTION

There has been no previous Board action or direction on this matter.

ATTACHMENT(S)

- A. Interlocal Cooperative Agreement

INTERLOCAL COOPERATIVE AGREEMENT

This agreement is made and executed this ____ day of _____, 2022, by and between the Board of Commissioners of Washoe County, Nevada (the “County”), the Regional Transportation Commission of Washoe County (the “RTC”), and the City Council of Sparks, Nevada (the “City”).

WITNESSETH:

WHEREAS in 1979, the RTC was created by County ordinance through the consolidation of the Regional Street and Highway Commission, the Regional Transit Commission, and a previously existing metropolitan transit planning organization; and

WHEREAS, the RTC is responsible for the Regional Street & Highway Program, the Public Transportation Program, and Transportation Planning; and

WHEREAS, the RTC funds the Regional Street & Highway Program from a variety of local, state and federal funding sources, and expends money from a variety of funds including the Regional Street and Highway Fund (the “Fuel Tax Fund”), the Transportation Sales Tax Fund (the “Sales Tax Fund”), and the Regional Road Impact Fee Fund (the “RRIF Fund”); and

WHEREAS, pursuant to NRS 373.140(2), if a project is proposed to be financed in whole or in part from the Fuel Tax Fund, the RTC must evaluate the project based on the criteria set forth in NRS 373.140(2) before it approves the project; and

WHEREAS, pursuant to NRS 373.140(2), if the RTC approves a project that is proposed to be financed in whole or in part from the Fuel Tax Fund, the County must authorize the project; and

WHEREAS, pursuant to NRS 373.140(2), if the County authorizes a project that is proposed to be financed in whole or in part from the Fuel Tax Fund, the responsibilities for letting construction and other necessary contracts, contract administration, supervision and inspection of work and the performance of other duties related to the acquisition of the project must be specified in written agreement executed by the County and the governing bodies of the City of Reno and the City of Sparks, as appropriate; and

ATTACHMENT A

WHEREAS, pursuant to NRS 277A.250, the RTC may exercise the power of eminent domain for the acquisition, construction, repair or maintenance of public roads if the city or county which has jurisdiction over the property approves the exercise of eminent domain; and

WHEREAS, on _____, the RTC approved its FY 2023 Program of Projects for the Regional Street & Highway Program; and

WHEREAS, on _____, the County approved the FY 2023 Program of Projects, which authorized the projects proposed to be financed in whole or in part from the Fuel Tax Fund; and

WHEREAS, the projects listed in Exhibit A are located within the jurisdiction of the City and/or the County (the “Projects”).

NOW, THEREFORE, in compliance with statutory requirements, and 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:

I. PROJECT AUTHORIZATION

A. The County and the City authorize the RTC to design, survey, engineer, acquire through purchase or eminent domain real property for, and construct, each of the Projects. This authority shall be for all continued work by or on behalf of the RTC as necessary to complete the Project and for any later fiscal year.

B. The RTC may expend money from one or more than one of the Fuel Tax Fund, the Sales Tax Fund, the RRIF Fund, or any other eligible fund. The total estimated cost to complete each Project is estimated by the RTC as shown on Exhibit A. These costs are only estimates and the RTC may expend additional money as necessary from any one or more of the Fuel Tax Fund, the Sales Tax Fund or the RRIF Fund, or any other eligible fund, as such additional expenditures are reviewed and approved by the RTC pursuant to the RTC’s policies and procedures.

C. The County and the City authorize the RTC to adopt an appropriate resolution of condemnation and initiate and prosecute to judgment such eminent domain proceedings as may be necessary for the acquisition of such property within their jurisdictions as the RTC deems

necessary for the construction and/or maintenance of any Project and, if prudent, future expansions of each Project identified by the Regional Transportation Plan.

II. RTC RESPONSIBILITIES AND DUTIES

RTC agrees to perform the followings tasks and the County and the City hereby authorize the RTC to do so:

A. Provide all required services, including but not limited to design, environmental assessments and studies, surveying, construction engineering, construction management and quality assurance inspection, utilizing RTC staff and/or qualified consultants;

B. Obtain appraisal reports for any property being considered as necessary for the implementation of any Project and, if prudent, future expansions of the Project identified within the Regional Transportation Plan, conduct negotiations with the owners in an effort to arrive at a mutually agreeable purchase price and negotiate, execute and close contracts to purchase the property;

C. Offer not less than the appraisal value for the property and property rights deemed necessary for a Project and, where the prospect of reaching a mutually agreeable purchase price appears unlikely following reasonable negotiations, cause the RTC Board of Commissioners to adopt a “Resolution of Condemnation” finding that particular properties are necessary to the success of a Project and authorize legal counsel to seek acquisition through eminent domain proceedings;

D. Coordinate all activities related to a Project including, but not limited to, advertising, receipt and review of construction bids, and execution of a contract with the contractor submitting the lowest responsive and responsible bid;

E. Maintain necessary files on each Project;

F. Pay all authorized Project costs from the Fuel Tax Fund, the Sales Tax Fund, the RRIF Fund, and any other eligible fund. Payments for construction or engineering services will be paid to the contractor or consultant upon receipt of a claim or claims which have been certified as a true and correct account of the expenses incurred as a result of or in conjunction with the

provisions of a contract entered into as a result of this Agreement. All submitted claims will have supporting documents attached which substantiate the basis of the claim. Such claim or claims shall be reviewed and approved in accordance with the policies and procedures of the RTC; and

G. Not permit the payment of non-reimbursable or non-payable items established by the policies and procedures of the RTC.

III. COUNTY AND CITY RESPONSIBILITIES AND DUTIES

The County and the City shall do the following:

A. Cooperate with RTC and its consultants in all phases of each Project located within their respective jurisdictions;

B. Assist the RTC in communicating with the public regarding the Project(s) located within their respective jurisdictions;

C. Accept ownership of and maintain each Project located wholly or partially within their respective jurisdictions upon completion of construction;

D. Upon notification from the RTC, require utilities having franchise agreements that require relocation to relocate their facilities prior to award of the Project in accordance with the franchise agreement; for utilities that do not address the issue of relocation in the franchise agreement, require relocation of the subject facilities prior to the award of the Project if state law provides authority to do so; and

E. Coordinate development and administration of the Project with the RTC.

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ATTACHMENT A

This Agreement is effective from and after the date first above written.

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

BY: _____
EXECUTIVE DIRECTOR

APPROVED AS TO LEGALITY AND FORM

BY: _____
GENERAL COUNSEL

BOARD OF COMMISSIONERS, WASHOE COUNTY, NEVADA

By: _____
CHAIRMAN

ATTEST: APPROVED AS TO FORM AND CONTENT:

BY: _____
WASHOE COUNTY CLERK

BY: _____
ATTORNEY

CITY COUNCIL OF SPARKS, NEVADA

By: _____
MAYOR

ATTEST: APPROVED AS TO FORM AND CONTENT:

BY: _____
SPARKS CITY CLERK

BY: _____
DEPUTY CITY ATTORNEY

ATTACHMENT A

Exhibit A
City of Sparks
New Projects for 2023

NAME	Description	EST. COSTS	Proposed Year of Construction	Work Phase for FY2023
2023 Preventative Maintenance* (2023/2024)	Patching/slurry seals on regional roads	\$6.5 Million	2023	Design/Construction
2023 Roadway Reconstruction* (2023/2024)	Reconstruction/rehabilitation of failing segments of regional roads	\$14 Million	2023	Design/RW/Construction
2023 Corrective Maintenance* (2023/2024)	Patching/mill and fill/grind and overlays on segments of regional roads	\$2 Million	2023	Design/Construction
Traffic Signals and Intersection Improvements*	Intersection improvements throughout the region including new signals and geometry upgrades	\$6.5 Million	2023-2024	Design/RW/Construction
ITS/Traffic Management*	Improvements to regional infrastructure using new technology to manage traffic	\$3.5 Million	2023-2024	Design/RW/Construction

*Region-wide programs with specific improvement locations in both the City of Reno and the City of Sparks.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 5.6

From: Mark Maloney, Director of Public Transportation & Operations

RECOMMENDED ACTION

Receive a report on the FY 2022-2026 Transit Optimization Plan Strategies (TOPS) for discussion and possible direction.

BACKGROUND AND DISCUSSION

The FY 2022-2026 Transit Optimization Plans Strategies (TOPS) is the new name of RTC's previous Short-Range Transit Plan (SRTP). This document is the operating and capital business plan to guide transit service delivery over the next five years. The RTC typically updates the TOPS every three to five years. The last SRTP was approved by the Board in May 2017.

On May 21, 2021, the Board approved staff recommendations for the Executive Director to enter into a contract with Transportation Management & Design (TMD) to perform the TOPS update. The contract was finalized and the Notice to Proceed was issued on July 1, 2021. A project kick-off meeting was held on July 14, 2021. The current project schedule is:

- November – Committee Meetings (CMAC (3rd) & TAC (4th))
- December – Board Presentation on Project Overview and Current Conditions
- December/January – Initial Public Outreach (delayed due to strikes)
- February – Public Review of Draft TOPS Recommendations
- March – Board Approval of Final TOPS Recommendation
- April – Final TOPS Document

TMD is presenting its project overview including planning activities to date, the state of RTC's current transit services, and a discussion regarding public outreach activities. TMD is also seeking feedback from the public and the Board.

FISCAL IMPACT

There is no fiscal impact associated with this presentation.

PREVIOUS BOARD ACTIONS:

May 21, 2021 Approve an agreement with Transportation Management & Design Inc., (TMD) for the Transit Optimization Plan Strategies (TOPS) study in an amount not-to-exceed \$239,430.

Nov 20, 2020 Authorized a Request for Proposals (RFP) for the selection of Professional Services for the 2022-2026 Transit Optimization Plan (TOP.)



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 6.1

From: Bill Thomas, Executive Director

Monthly verbal update/messages from RTC Executive Director Bill Thomas – *no action will be taken on this item.*



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 6.2

From: Bill Thomas, Executive Director

Monthly update/messages from RTC Executive Director Bill Thomas on federal matters related to the RTC – *no action will be taken on this item.*

ATTACHMENT

- A. Written report prepared by Cardinal Infrastructure and Thompson Coburn

Federal Update for the Regional Transportation Commission of Washoe County
Prepared by Cardinal Infrastructure and Thompson Coburn
December 17, 2021 Board Meeting
Prepared December 9, 2021

Bipartisan Infrastructure Bill

On November 15th, President Biden signed the Infrastructure Investment and Jobs Act (“bipartisan infrastructure law”). This bipartisan infrastructure law (BIL) provides \$1.2 trillion in spending over five years; of which, \$550 billion is new federal investments. The BIL provides \$91.2 billion in funding for the Federal Transit Administration (FTA) over five years, of which \$40.4 billion is “above baseline” spending increases (over FAST Act funding levels) provided by the bill. The BIL also includes an additional \$15.75 billion in supplemental appropriations from general revenues for FTA over the next five years.

While transit funding increased by 43% above baseline levels for contract authority, for \$69.9 billion over the next five years, when combined with supplemental appropriations for transit, the BIL provides an 83% increase for transit compared to FAST Act levels. Furthermore, under the 5339 bus grant programs, we've realized a 172% overall increase in funding, with programmatic funding increasing from \$808 million in 2021 to \$2.2 billion in 2026.

Combining 5307 Urbanized Area Program, 5339 Buses and Bus Facilities formula, 5340 Growing States, 5310 Enhanced Mobility of Seniors and Individuals with Disabilities, and 5337 State of Good Repair, the Reno urbanized area could receive \$58.89 million from FY 2022-2026.

Program funding in the bill includes, but is not limited to:

- Urbanized Area Formula - \$33.54 billion
- State of Good Repair - \$23.15 billion
- Bus and Bus Facilities Formula - \$3.16 billion
- Bus and Bus Facilities Discretionary - \$7.6 billion
- Low or No Emission Vehicle Grant Program- \$5.625 billion
- Capital Investment Grant Program - \$24 billion
- Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program (formerly BUILD/TIGER) - \$7.5 billion
- Reconnecting Communities - \$1 billion
- Electric Vehicle Charging Infrastructure Formula - \$5 billion
- Bridge Investment Grant Program - \$40 billion
- Charging and Fueling Infrastructure Grants - \$7.5 billion
- Congestion Relief Program - \$250 million
- Nationally Significant Freight and Highway Projects (INFRA) Grant Program - \$8 billion
- Surface Transportation Block Grant Program - \$72 billion
- Congestion Mitigation and Air Quality Improvement Program - \$13.2 billion
- Promoting Resilient Operations for Transformative, Efficient and Cost-saving Transportation (PROTECT) Grant Program - \$1.4 billion discretionary/\$7.3 billion formula
- Strengthening Mobility and Revolutionizing Transportation Grant Program - \$500 million
- Safe Streets and Roads for All Grant Program - \$5 billion

Budget Reconciliation

The Build Back Better Act is being considered by the Senate following passage in the House with a vote of 220-213. The Senate is expected to make changes to the House-passed version of the bill, likely sending it back to the House for consideration. Senate Majority Leader Schumer is aiming to have the Senate vote on the reconciliation bill and send it back to the House before the holiday recess.

In its current form, the House bill provides, among other funding provisions, \$9.75 billion for the newly created Affordable Housing Access Program Competitive grants program, to be issued jointly by the Federal Transit Administration and the Department of Housing and Urban Development to support access to affordable housing and the enhancement of mobility for residents in disadvantaged communities or neighborhoods, in persistent poverty communities, or for low-income riders generally.

Appropriations

The current continuing resolution (CR) for government funding expires February 18, 2022. Following the Senate's passage of the Build Back Better Act, the Senate will turn its attention to passage of the FY 2022 appropriations bill. The FY 2022 appropriations bills are expected to include funding for congressionally directed spending (earmarks). RTC has an earmark of \$2 million included in the Senate Transportation-HUD appropriations bill for the Arlington Avenue Bridges Replacement Project.

Property Disposition for Affordable Housing

On December 7th, the House passes the FY 2022 National Defense Authorization Act (NDAA) by a vote of 363-70. While the NDAA authorizes nearly \$770 billion in Department of Defense spending, it includes a provision on property disposition for affordable housing. The provision allows for transfer of assets, following authorization from the Secretary of Transportation to a local government authority, nonprofit, or other third party to create a transit-oriented development if:

- The asset is necessary to the proposed transit-oriented development project;
- The project will increase transit ridership;
- At least 40 percent of the housing units offered are affordable to tenants or owners with incomes below 60 percent of the area median income;
- The asset will remain in this use for at least 30 years after the asset is transferred; and
- For third parties, the local government or nonprofit must be unable to receive the asset, the benefit of transferring to a third party is greater than that of liquidation, and the third party has a successful history of construction or operating affordable housing.

Mask Order

On December 2nd, the Department of Homeland Security Transportation Security Administration (TSA) announced it has extended the face mask requirement for all transportation networks, including public transportation agencies, through March 18, 2022.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: December 17, 2021

AGENDA ITEM 6.3

From: Kristina Swallow, Director NDOT

Monthly verbal update/messages from NDOT Director Kristina Swallow – *no action will be taken on this item.*