



LOCATION:

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

DATE July 17, 2020
TIME 9:00 a.m.

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY
BOARD MEETING AGENDA**

Meeting via teleconference/Zoom only pursuant to NRS 241.023 and Emergency Directive 006.

The meeting will be televised live and replayed on Washoe Channel at:

<https://www.washoecounty.us/mgrsoff/Communications/wctv-live.php>

and on YouTube at: bit.ly/RTCWashoeYouTube

PUBLIC NOTICE

I. Pursuant to Section 1 of Governor Steve Sisolak's Declaration of Emergency Directive 006 ("Directive 006"), the requirement contained in NRS 241.023(1)(b) that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate has been suspended. Pursuant to Section 3 of Directive 006, the requirements contained in NRS 241.020(4)(a) that public notice agendas be posted at physical locations within the State of Nevada has likewise been suspended. Pursuant to Section 5 of Directive 006, the requirement contained in NRS 241.020(3)(c) that physical locations be available for the public to receive supporting material for public meetings has been suspended.

II. The RTC has a standing item for accepting public input on topics relevant to the jurisdiction of the RTC. Because specific items may be taken out of order to accommodate the public and/or the Commission, public input on all items will be received under Item 2. Individuals providing public input will be limited to three minutes. Members of the public may provide public comment and also comment on Agenda Items without being physically present at the meeting by submitting their comments via online Public Comment Form (<https://www.rtcwashoe.com/about/contact/contact-form/>), or by emailing their comments to: rtcpubliccomments@rtcwashoe.com. Public commenters may also leave a voicemail at (775) 335-0018. **Comments received prior to 4:00 p.m. on July 16, 2020, will be entered into the record.**

III. 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.

IV. To access the supporting materials for the meeting, please click here: [Meeting Materials](#). In addition, a member of the public may request supporting materials electronically from Denise Thompson at the following email address: dthompson@rtcwashoe.com.

V. The RTC appreciates the public's patience and understanding during these difficult and challenging circumstances

****ROLL CALL****

PLEDGE OF ALLEGIANCE TO THE FLAG

1. APPROVAL OF AGENDA *(For Possible Action)*

2. PUBLIC INPUT

- 2.1 Public Input - Public input received prior to 4:00pm July 16th will be added to the record for this meeting. *See paragraph II above.*
- 2.2 Accept the monthly Summary Report for the Technical, Citizens Multimodal and Regional Road Impact Fee Advisory Committees *(For Possible Action)*

3. CONSENT ITEMS

Minutes

- 3.1 Approve the minutes of the June 19, 2020, meeting *(For Possible Action)*

Engineering

- 3.2 Acknowledge receipt of the monthly Engineering Activity Report *(For Possible Action)*
- 3.3 Acknowledge receipt of the Virginia Street Bus Rapid Transit (BRT) Extension monthly progress report *(For Possible Action)*
- 3.4 Acknowledge receipt of the Lemmon Drive monthly progress report *(For Possible Action)*

Public Transportation/Operations

- 3.5 Acknowledge receipt of the monthly Public Transportation/Operations Report *(For Possible Action)*
- 3.6 Accept and approve the RTC 2020 Title VI Report Update *(For Possible Action)*

Planning

- 3.7 Acknowledge receipt of the monthly Planning Activity Report *(For Possible Action)*
- 3.8 Approve the proposed revisions to both the RTC Technical Advisory Committee (TAC) Statement of Purpose, Objectives, and Procedures; and Policies Governing the Citizens Multimodal Advisory Committee (CMAC) *(For Possible Action)*

Administration

- 3.9 Acknowledge receipt of the monthly Procurement Activity Report *(For Possible Action)*
- 3.10 Acknowledge receipt of the Asset Donation Log for the first and second quarters of calendar year 2020 *(For Possible Action)*
- 3.11 Approve the Fiscal Year 2021 RTC Agency Goals *(For Possible Action)*
- 3.12 Approve modification to RTC Personnel Rule (11.9) Maximum Vacation Accumulation *(For Possible Action)*
- 3.13 Approve new Regional Transportation Commission (RTC) Management Policy, Business Expense *(For Possible Action)*
- 3.14 Approve modifications to Regional Transportation Commission (RTC) Management Policy P-21, Travel Policy *(For Possible Action)*

Procurement and Contracts

- 3.15 Approve Amendment No. 2 to the Transit Vehicle Purchase Agreement with Proterra, Inc., effected on December 9, 2019, to incorporate the installation of two (2) shop chargers originally procured under this contract for the total firm-fixed not-to-exceed amendment price of \$309,341; authorize the RTC Executive Director to execute the amendment *(For Possible Action)*
- 3.16 Approve Task Order #3 under the Master Services Agreement with CA Group, Inc. for design services and optional engineering during construction for the Bus Stop Improvement and Connectivity Program for the 2021 construction season in an amount not-to-exceed \$552,625; approve an amendment to the Master Services Agreement to reflect the increased not-to-exceed amount; authorize the RTC Executive Director to execute the task order and amendment *(For Possible Action)*
- 3.17 Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) between the RTC and Kimley-Horn and Associates for Engineering During Construction (EDC) services related to the Kuenzli Street Project in an amount not to exceed \$77,939 for a new total contract not to exceed amount of \$303,353; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*
- 3.18 Approve a Professional Services Agreement (PSA) with Stantec Consulting Inc. to provide design services and optional engineering during construction for the TE Spot 10 – North Project in an amount not to exceed \$150,387; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*

Regional Road Impact Fees

- 3.19 Acknowledge receipt of the 6th Edition RRIF Program report (*For Possible Action*)

~END OF CONSENT AGENDA~

4. METROPOLITAN PLANNING ORGANIZATION (MPO)

- 4.1 Receive a report and provide direction on the 2050 Regional Transportation Plan (RTP) Transportation Project Alternatives (*For Possible Action*)

5. DIRECTOR REPORTS

- 5.1 **RTC EXECUTIVE DIRECTOR REPORT** – *verbal report - no action required*
5.2 **FEDERAL REPORT** - *no action required*
5.3 **NDOT** Monthly updates/messages from NDOT Director Kristina Swallow – *no action required*

6. GENERAL ADMINISTRATION (*For Possible Action*)

Legal Issues - Report, discussion and possible action and/or direction to legal counsel and staff following receipt of information on legal issues. The RTC may, consistent with Chapter 241 of NRS, decide to interrupt the public meeting at any time to conduct a closed session to confer with legal counsel and possibly deliberate on legal issues. Any action on pending legal matters will be made when the public meeting is reconvened.

- 7. PUBLIC INPUT** – Public input received prior to 4:00pm July 16th will be added to the record for this meeting.
See paragraph II above.

8. MEMBER ITEMS

9. ADJOURNMENT (*For Possible Action*)



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 17, 2020

AGENDA ITEM 2.2

TO: Regional Transportation Commission

FROM: Amy Cummings, AICP/LEED AP
Director of Planning, Deputy Executive
Director

Bill Thomas, AICP
Executive Director

Mark Maloney
Director of Public Transportation

Brian Stewart, P.E.
Engineering Director

SUBJECT: July 2020 Advisory Committees Summary Report

RECOMMENDATION

Accept the monthly Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees.

SUMMARY

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) and is comprised of 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) that 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.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.

ADDITIONAL BACKGROUND

The following describes key actions and comments received from the RTC advisory committees.

Citizens Multimodal Advisory Committee (CMAC)

The CMAC met on July 1, 2020, and elected a new chair and vice-chair for fiscal year 2021. The CMAC also recommend approval of proposed changes to the RTC Policies Governing the Citizens Multimodal Advisory Committee. In addition, the CMAC received a report and provided comments for the 2050 Regional Transportation Plan (RTP) project alternatives.

Technical Advisory Committee (TAC)

The TAC met on July 1, 2020, and elected a new chair and vice-chair for fiscal year 2021. The TAC also recommend approval of proposed changes to the RTC TAC Statement of Purpose, Objectives, and Procedures. In addition, the TAC received a report and provided comments for the 2050 RTP project alternatives.

Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

The RRIF TAC did not meet in June or July.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

10:00 A.M.

June 19, 2020

PRESENT VIA ZOOM:

Bob Lucey, Washoe County Commissioner, Chairman – in person
Neoma Jardon, Reno City Council Member, Vice Chair (10:03)
Vaughn Hartung, Washoe County Commissioner
Ron Smith, Sparks City Council Member

Bill Thomas, RTC Executive Director – in person
Dale Ferguson, Legal Counsel
Kristina Swallow, Director of NDOT

NOT PRESENT:

Oscar Delgado, Reno City Council Member

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

Item 1 APPROVAL OF AGENDA

On motion of Commissioner Hartung, seconded by Mayor Smith, which motion unanimously carried, Chairman Lucey ordered that the agenda for this meeting be approved.

Item 2.1 PUBLIC INPUT

Chairman Lucey opened the meeting to public input and stated that due to Section 5 of the Governor's Directive 006, public comment was accepted until 4:00 pm the previous evening for topics relevant to the Regional Transportation Commission (RTC) that are not included in the current agenda.

Mr. John Locke submitted written comment via email June 15, 2020, at 8:57 pm as follows:

Good Morning

Just wanted to say that I was going to have a BBQ at 4th street station on July 4th for our drivers that have been the front line of the covid-19 and amidst the BLM ordeal that has been very hard on all of us. I thought that July 4th our independence day would be a great day to say a thank you to all the drivers. I thought it's a way for all of us drivers to get together have some good food and smile on a day of our nations birth.

For some reason Mr. Hassan wants to do it the day before on the 3rd. Says its (sic) because of there (sic) one year in service here in the Reno area and what is wrong with the 4th. And it would have looked better to have a driver doing a BBQ for the drivers of the front line of all of the bad from this year. So you tell why is it important to have it on the 3rd that means nothing to people when you have the 4th that means the day America said enough is enough to England and we are free and Americans. In my opinion I think that is lost on Mr. Hassan don't know why but its (sic) more important to do it on that day not before.

I know that the RTC Board let the Keolis run there bus system. This is not the way to do it the bus system should stand for America all the way and by not doing or letting a driver do this out of his own pocket not asking for anything from Keolis just needed the space to cook and Mr. Hassan is going to personally (in my opinion) retaliate against the A drivers is like a child and is unfair to all. For which we as Americans have stood against once before. Hiding behind the covid-19 as a reason to stop a good thing like a celebration of our Country is a shame and something that I as an American I find disrespectful to our Flag and what Americans have fought for in all wars....

In closing we as the drivers, maintains and all on the frontlines of Covid-19 Black Live Matter of the year of 2020 have had a very hard and rough half year and still have 6 more months to see whats (sic) next would have been nice to have something to look forward to in all the bad.

*Thank You for your time
John Locke*

Ms. Shelly Benson left a voicemail comment via the public comment hotline Thursday, June 18th, at 1:36 pm, pertaining to the bus stop on Virginia Street in front of her apartment building. She says that when people smoke at the bus stop, it comes into the apartments and she considers it elder abuse. She also said that no one in the building was asked before installation of the bus stop.

There being no additional comment submitted by the deadline, the Chair closed public input.

Chairman Lucey then mentioned that this date was officially called Juneteenth to recognize the date that President Lincoln signed the Emancipation Proclamation that declared freedom of African Americans.

Item 2.2 ADVISORY COMMITTEES SUMMARY REPORT

On motion of Mayor Smith, seconded by Commissioner Hartung, which motion unanimously carried, Chairman Lucey ordered that receipt of the monthly Summary Report for the Technical, Citizens Multimodal and Regional Road Impact Fee Advisory Committees be acknowledged..

Item 3 CONSENT ITEMS

Minutes

3.1 Approve the minutes of the May 22, 2020, meeting (For Possible Action)

Engineering

- 3.2 Acknowledge receipt of the monthly Engineering Activity Report (*For Possible Action*)**
- 3.3 Acknowledge receipt of the Virginia Street Bus Rapid Transit (BRT) Extension monthly progress report (*For Possible Action*)**
- 3.4 Acknowledge receipt of the Lemmon Drive monthly progress report (*For Possible Action*)**
- 3.5 Acknowledge receipt of the Oddie/Wells Multimodal Improvements Project progress report (*For Possible Action*)**
- 3.6 Acknowledge receipt of the Sun Valley Boulevard Phase 1 Project Monthly Construction Progress Report (*For Possible Action*)**

Public Transportation/Operations

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

Planning

- 3.8 Acknowledge receipt of the monthly Planning Activity Report (*For Possible Action*)**
- 3.9 Approve the RTC staff recommended appointments/reappointments and alternates to the Citizens Multimodal Advisory Committee (CMAC) with terms through June 2023 (*For Possible Action*)**
 - Mayuko Majima (reappointment)
 - Jeff Bonano (reappointment)
 - Laura Azzam (reappointment)
 - Mike Soszynski
 - Mauricio Urias
 - Lindsey Costello (alternate)
 - Mauricio Miller (alternate)

Administration

- 3.10 Acknowledge receipt of the monthly Procurement Activity Report (*For Possible Action*)**
- 3.11 Authorize the Executive Director to bind annual insurance coverage effective July 1, 2020, for automobile liability, general liability, public officials' errors and omissions (E&O), property, earthquake/flood, crime, cyber, pollution liability, social engineering, fiduciary liability, employment practices liability and workers' compensation; and approve the RTC's continued membership in the Nevada Public Agency Insurance Pool and Public Agency Compensation Trust (*For Possible Action*)**
- 3.12 Receive report on changes to RTC's approach to legal services; authorize the RTC Executive Director to direct in-house counsel to be the primary provider of legal services to the Board at its open meetings (*For Possible Action*)**
- 3.13 Authorize the RTC Executive Director to execute a contract for specialized legal services with Zev E. Kaplan, Ltd, for the services of Zev E. Kaplan, in substantially the form presented to the Board (*For Possible Action*)**

Procurement and Contracts

- 3.14 Approve a Professional Services Agreement (PSA) with Headway Transportation, LLC. to provide design services and optional engineering during construction for the TE Spot 10 – Fuel Tax Project in an amount not to exceed \$289,800; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)**
- 3.15 Approve a Professional Services Agreement (PSA) with Kimley-Horn and Associates, Inc. to provide design services and optional engineering during construction for the TE Spot 10 – South Project in an amount not to exceed \$544,571; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)**
- 3.16 Approve Change Order (CO) No. 16 in the amount of \$76,617 for additional work associated with modifying the project design to connect existing NV Energy infrastructure and design modifications to the Liberty Street and California Avenue signal systems on the Virginia Street Bus RAPID Transit (BRT) Extension Project; authorize the RTC Executive Director to execute CO No. 16 (*For Possible Action*)**
- 3.17 Approve an agreement with Cardinal Infrastructure, LLC for federal advisory services in the amount of \$84,000; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)**
- 3.18 Approve an agreement with Porter Group, LLC for federal advisory services with Porter Group, LLC in the amount of \$78,000; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)**

Inter-Agency Agreements

- 3.19 Approve an Interlocal Cooperative Agreement (ICA) between the RTC and the City of Reno for the installation of streetlights on Evans Avenue from McCarran Boulevard to Jodi Drive in the amount of \$142,600; authorize the Executive Director to execute the agreement (*For Possible Action*)**
- 3.20 Approve Cooperative Agreement No. PR202-20-804 for Fiscal Year 2021 between the Nevada Department of Transportation (NDOT) and the Regional Transportation Commission (RTC) for federal planning (PL) funds; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)**

On motion of Commissioner Hartung, seconded by Vice Chair Jardon, which motion carried unanimously, Chairman Lucey ordered that Consent Items 3.1 through 3.20 be approved.

Item 4.1 PUBLIC HEARINGS no earlier than 9:05 a.m. Time Certain:

Discussion and recommendation to approve the September 2020 RTC RIDE Service Adjustment scheduled for September 5, 2020, including implementation of the new FlexRIDE microtransit service in Somersett/Verdi, extension of the existing RTC FlexRIDE in Sparks to the Spanish Springs area, changes to Route 5 and Route 18, and the extension and renumbering of Route 25 to Route 26.

Mr. Jim Gee, RTC Service Planning/Innovation Manager, addressed the Board to give a presentation on the planned service adjustments to be effective September 5, 2020. He reviewed updates to Route 5 which will be extended to Desert Skies Middle School, additional trips are being added to Route 18, Route 25 will be discontinued and Route 26 will be restored, going to Northern Nevada Medical Center, and additional coverage will be provided by the FlexRIDE program.

FlexRIDE is also being added to the Somerset/Verdi area and to Spanish Springs. The Spanish Springs zone will merge with the existing Sparks FlexRIDE zone. Mr. Gee then reviewed the benefits of the FlexRIDE program.

Mr. Gee wrapped up his presentation, providing information on additional minor schedule changes and details on the public outreach that the RTC had done prior to the decision on these changes.

This item being a public hearing, Chairman Lucey opened the meeting to public input and called on anyone wishing to speak.

There being no one wishing to speak, public input was closed.

Mayor Smith thanked staff for the implementation of FlexRIDE out to the Spanish Springs area.

Commissioner Hartung asked for the start date on the Route 5 extension.

Mr. Gee responded that it will coincide with the reopening of school. If school does not reopen due to the COVID pandemic, the changes will begin Labor Day weekend.

Commissioner Hartung asked if the Morning Star senior living community will be serviced by FlexRIDE and Mr. Gee confirmed.

Commissioner Hartung then asked if the senior living facility called Cascade of the Sierra will also be serviced by FlexRIDE.

Mr. Gee said that facility is not included in this proposal and reminded the commissioner that modifications can be made very easily with this service if needed.

Commissioner Hartung asked if FlexRIDE will eventually replace the fixed route service.

Mr. Gee said he doesn't believe that will happen due to the scale of service needed in the more densely populated areas.

Vice Chair Jardon asked if staff reached out to the Verdi Community Group and Mr. Gee confirmed. He added that this service will start as soon as September or as late as November 2nd, but no later.

On motion of Mayor Smith, seconded by Vice Chair Jardon, which motion carried unanimously, Chairman Lucey ordered that the September 2020 RTC RIDE Service Adjustment scheduled for September 5, 2020, including implementation of the new FlexRIDE microtransit service in

Somerset/Verdi, extension of the existing RTC FlexRIDE in Sparks to the Spanish Springs area, changes to Route 5 and Route 18, and the extension and renumbering of Route 25 to Route 26 be approved.

Item 5 *METROPOLITAN PLANNING ORGANIZATION (MPO)*

Item 5.1 *Approve the 2050 RTP Guiding Principles (For Possible Action)*

Ms. Amy Cummings, RTC Deputy Executive Director, addressed that Board to give a brief presentation update on the draft Guiding Principles for the 2050 RTP. The focus is on Safe and Healthy Communities, Economic Vitality & Innovation, Sustainability, and Travel Choices.

Vice Chair Jardon said that she saw the RTC had received a grant and asked if it was for LiDAR. Ms. Cummings confirmed.

Vice Chair Jardon reminded everyone that this initially began with a pedestrian fatality accident near UNR. She then explained some of the very important progress this technology will allow to improve the safety of pedestrians.

Chairman Lucey asked Ms. Cummings to meet with him offline to discuss some questions he has pertaining to the map shown.

On motion of Mayor Smith, seconded by Commissioner Hartung, which motion carried unanimously, Chairman Lucey ordered that the 2050 RTP Guiding Principles be approved.

Item 5.2 *Approve the final report for the University Area Multimodal Transportation Study (For Possible Action)*

Ms. Amy Cummings, RTC Deputy Executive Director, addressed the Board and said that the RTC had been working with the City of Reno and the University of Nevada, Reno (UNR) for approximately one year to address some of the transportation needs around the University area. She then introduced Ms. Xuan Wang, RTC Senior Technical Planner.

Ms. Wang gave a presentation update to provide some of the suggestions that came out of the University Area Multimodal Transportation Study. First, the purpose of the study was to look at safety & mobility needs in the University area; address recent & planned growth and development, and identify short and long range transportation solutions.

Areas of study included sidewalk safety, bicycle facilities and three years of crash data, and the recommendations that came out if were for multimodal improvements around Center Street, Evans Street, 6th Street, and the intersection of Highland and Evans.

There was also a consensus that E. 9th Street should be more of an internal University campus environment. The focus should be on bicycle and pedestrian safety and connectivity and slowing down and calming vehicle traffic while still maintaining the vehicle connection.

Ms. Wang continued to provide several recommendations resulting from the study and upon completion, offered to answer any questions.

Vice Chair Jardon said the 9th Street concept for an access road to Wells Ave. has the support of UNR and they have offered to assist with right-of-way and property acquisitions.

The Vice Chair also said that the suggested road through the park will require permitting, city council approval, etc., and it will take some time to accomplish.

Commissioner Hartung said that he loves the suggestions given and asked if anyone has spoken to the Washoe County School District about potentially relocating their headquarters as this will push a great deal of traffic in their direction.

Ms. Wang said that relocation has not been discussed but agrees that when the project is completed, there will be intersection improvements needed at Wells and 9th.

Commissioner Hartung then asked what the timeline is for these concepts.

Ms. Wang responded that the project has been broken into two phases with the first phase including all of the improvements except the 9th street concept, which is phase two. Everyone would like to move forward as soon as possible.

On motion of Commissioner Hartung, seconded by Vice Chair Jardon, which motion carried unanimously, Chairman Lucey ordered that the final report for the University Area Multimodal Transportation Study be approved.

Item 6.1 thru 6.3 DIRECTOR REPORTS

Item 6.1 RTC Executive Director Report

Executive Director Bill Thomas first mentioned that after 20 years, Julie Masterpool, RTC Engineering Manager, has decided to retire July 10th.

Commissioner Hartung thanked Ms. Masterpool for her hard work and excellent knowledge of the Regional Road Impact Fee program, and asked if an update on the program could potentially be given before she leaves.

E.D. Thomas then mentioned the SCR3 bill that came out of the 2019 legislative session and provided the three main purposes of the bill, such as defining methods of roadway funding that address taxation and social benefits, the benefits of the use of electric vehicles and the cost of transportation related pollution and transportation needs. He added that he will be representing our area to model something similar to what Utah has come up with.

Item 6.2 RTC Federal Report

Executive Director Bill Thomas said that the two topics he wanted to mention were that approximately \$300,000 in grant funding was received for the UNR project and that RTC staff has been working closely with RTC's legislative team to understand the Surface Transportation Act that will impact the agency. He added the RTC was approved to use 2019, pre-pandemic funding as the basis on which the agency will receive its funding and concluded his update.

Item 6.3 NDOT Director Report

NDOT Director Kristina Swallow gave a presentation update on the agency's most recent projects and plans, including accident fatality data for the state and our region, safety precautions being taken to keep NDOT employees safe during the pandemic, and updates on the Spaghetti Bowl Express project, the Parr Bridge project and the McCarran paving project.

Lastly, Director Swallow highlighted that May 30th there were riots that took place in downtown Reno and law enforcement asked NDOT to shut down all freeway off-ramps to the area, which was quickly done and included the use of snow plows to block access. The request was received at approximately 8pm that evening and by 9pm the equipment was out on the roads and employees were able to get home by midnight. She is very proud of the team's work on that last minute request.

Item 7 LEGAL ISSUES - Report, discussion and possible action and/or direction to legal counsel and staff following receipt of information on legal issues. The RTC may, consistent with Chapter 241 of NRS, decide to interrupt the public meeting at any time to conduct a closed session to confer with legal counsel and possibly deliberate on legal issues. Any action on pending legal matters will be made when the public meeting is reconvened.

Legal Counsel Dale Ferguson said he had no items for discussion.

Item 8 PUBLIC INPUT

Due to Section 5 of the Governor's Directive 006, public input submittals were required to be received by the RTC no later than 4:00 pm, Thursday, June 18, 2020.

Therefore, no additional comment was available and the Chair closed public input.

Item 9 MEMBER ITEMS

Commissioner Hartung said the board members had all received a letter from Ms. Benson pertaining to Virginia Street and asked that they be copied on the response E.D. Thomas was going to write.

Vice Chair Jardon reminded everyone that she had asked for an update on the dividers at Kings Row and McCarran that were constantly being run over.

Item 10 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 11:12 a.m.

BOB LUCEY, Chairman
Regional Transportation Commission



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 17, 2020

AGENDA ITEM 3.2

TO: Regional Transportation Commission

FROM: Brian Stewart, P.E.
Engineering Director

Bill Thomas, AICP
Executive Director

SUBJECT: RTC Engineering Activity Report

RECOMMENDATION

Acknowledge receipt of the monthly Engineering Activity Report.

BICYCLE AND PEDESTRIAN IMPROVEMENTS

Bus Stop Improvement and Connectivity Program

The program is a multi-year effort to upgrade existing bus stops to comply with state and federal requirements, including the Americans with Disabilities Act (ADA). The first phase of bus stop improvements located within public Right-of-Way (13 bus stops) is complete. The process of obtaining necessary easements for other locations is ongoing. As easements are acquired, additional construction bus stop designs will be packaged and advertised for bids later this year.

Center Street Cycle Track Project

Headway Transportation completed the Traffic Analysis of the proposed alternative, which includes a two-way cycle track along Center Street from Cheney to 9th Street. The final report is being prepared along with a design proposal that include updated project limits to mitigate project impact.

Mill Street (Terminal Way to McCarran Boulevard)

The scope of this project is to design and construct various complete street improvements along Mill Street from Terminal Way to McCarran Boulevard, as identified in the RTC Complete Streets Masterplan completed in July 2016, and the Mill/Terminal corridor study completed in March 2013. The emphasis of this project is to assess and identify improvements for pedestrians, bicyclists, and transit riders as well as motorists. Deficiencies in pedestrian access related to Charter Schools and AACT High School in the area as well as a number of ADA deficient bus stops will be addressed.

Preliminary design is complete and 90% plan comments have been received from the agencies. An Amendment to the design contract has been approved that will split the project into two phases and provide for construction management services. Phase 1 will be from Rock Boulevard to McCarran Boulevard and Phase 2 will be on Mill Street from Terminal Way to Rock Boulevard. Right-of-way impacts have been identified and the right-of-way process for Phase 1 is beginning. The two phases will be constructed consecutively over a 5-year timeframe.

CAPACITY/CONGESTION RELIEF PROJECTS

ITS Pilot Project, Design of Phase 2 ITS Connectivity

The pilot project connected traffic signal systems of the City of Reno, the City of Sparks, Washoe County, and NDOT through fiber optic communication lines. This project also includes design of Phase 2A and 2B, which will expand communication to outlying signal systems and install ITS devices to monitor and remotely adjust traffic signals to respond to special events, changing traffic conditions, provide information to drivers and traffic incidents. Construction of the Pilot Project is complete. The ITS Phase 2A Project is complete. Phase 2B is currently under construction with a tentative completion in summer 2020.

ITS Phase 3

The project includes conduit and fiber optic cable at the following locations:

- Lake Street from 1st Street to 2nd Street
- Lemmon Drive from N. Virginia Street to US 395
- Rock Boulevard from Greg Street to Prater Way

Also included in ITS Phase 3 is a Road Weather Information Sensors (RWIS) at Sharlands Avenue at Robb Drive. The project will install 20 Gridsmart Performance Packages. These are upgrades to existing Gridsmart detection systems and can detect/count pedestrian and bicycles. Currently, the project is in the preliminary design phase.

North Valleys Package 3B

Package 3B is currently at 100% design. Package 3B includes adding capacity to the right turn lane at North Virginia Street/Business 395. This project also includes improvements to two bus stop pads located within the project area, and associated access and drainage improvements. Construction is anticipated to begin this summer.

Sparks Boulevard Project

The project seeks to increase safety, maintain roadway capacity, and improve bicycle and pedestrian facilities by widening Sparks Boulevard to six (6) lanes between Greg Street and Baring Boulevard. Professional engineering services are underway with Atkins North America, Inc. to begin environmental studies and preliminary design.

The project team began reviewing the environmental resources that must be analyzed for the National Environmental Policy Act (NEPA) process. A reconnaissance survey of the project area was conducted to determine wetlands area and waters of the U.S.

Traffic Signal Timing 6 Project

Following a three year cycle schedule, the project includes review and timing optimization of approximately one-third (1/3) of the signals in the region per year. For 2020, this begins a new cycle where signals that were re-timed back in 2016, will be re-evaluated and re-timed to address the changes to traffic demand. For 2020, roughly 95 intersections will have revised timing implemented. Timing plans are developed in coordination with RTC/UNR. In the process, re-evaluation of the other settings such as vehicle passage times are calculated at each intersection to make sure it is up to current standards.

Progress as of July 2020

- Updating Vehicle and Pedestrian Intervals at various intersections (approx. 90 signals) – Completed
- N. McCarran Boulevard & Clear Acre Lane (10 Signals) – Sutro St. to Sullivan Ln – New timing plans completed and ready to implement.

Due to the reduction of traffic in the region due to Covid-19, implementation of new signal timing is on hold until normal traffic patterns return.

Traffic Engineering (TE) Spot 9 – Package 1 Project

The project includes:

- Traffic signal at the intersection of Sharlands Avenue and Mae Anne Avenue;
- Battery backup systems for signalized intersections on Sun Valley Drive from Scottsdale Road to 7th Street;
- Minor striping improvements to improve traffic flow at Pyramid Way at York Way; and
- Traffic study with potential improvement to southbound right turn lane at the intersection of Vista Boulevard and Baring Boulevard. This component of the project will not move forward due to the cost associated with the improvement not justifying the benefit.

Project advertised June 2020 with construction to begin in summer 2020.

Traffic Engineering (TE) Spot 9 – Package 2 Project

The project includes various traffic updates throughout the Reno/Incline area:

- Traffic signal cabinet and camera upgrades at various intersections in the Reno area;
- New traffic signal at the intersection of Rock Boulevard/Edison Way; and a
- 4th Street/Mesa/Woodland intersection study for future improvements.

Bids were opened on June 18, 2020. Titan Electrical Contractors was awarded the contract. Project construction is scheduled to begin in August.

CORRIDOR IMPROVEMENT PROJECTS

Arlington Avenue Bridges

The Arlington Avenue Bridges Project is a feasibility study to analyze possible replacement bridge types and aesthetic themes, document design and environmental criteria, improve safety and multi-modal access in the Wingfield Park area, and review flood-capacity requirements. The crossing of the Truckee River at Arlington Avenue has served the community of Reno and provided access to Wingfield Park for nearly a century. The bridges were built in the 1930's and while structurally safe to drive over they are showing signs of wear resulting from the variety of modifications over the years, their age, and the repeated exposure to flood events.

The team has developed two technical advisory committees TACs, one specific to permitting and regulatory requirements and one focused on bridge and roadway elements. TAC meetings are scheduled in July and Stakeholder Working Group meetings will follow later this year.

Kuenzli St. Conversion Project

This project includes the conversion of Kuenzli Street from its current one-way configuration to a two-way street from Giroux Street to Kirman Avenue. The scope of the project consists primarily of surface treatment and restriping to accommodate the conversion of Kuenzli from one-way to two-way traffic from Kirman Avenue to Giroux Street. Associated ADA and traffic signal modifications are included on both Kuenzli Street and Giroux Street. The project is in the final design stage and is anticipated to advertise for construction bids in July 2020.

Oddie Boulevard/Wells Avenue Improvement Project

Final Design is underway and it is expected to be complete by November 2020. Working closely with City of Reno, Sparks and NV Energy to coordinate the screen wall location. Additional information can be viewed at: <http://oddiewellsproject.com/>.

Pyramid Highway and US 395 Connection

NDOT continues to work on design of Phase 1 of the project that consists of capacity and multimodal improvements on Pyramid from Queen Way to Golden View Drive and design of this phase is anticipated to be complete in 2022. Pending funding, construction of Phase 1 could begin in 2023. The estimated overall Phase 1 cost is \$45 million. With support from NDOT and others, the RTC submitted an application for a BUILD grant in the amount of \$25 million from the Federal Highway Administration to help fund Phase 1. Based on the previous application for the same, results will likely be provided this fall.

Sun Valley Boulevard Corridor Improvement Project

Construction of Phase 1 (7th Avenue to Highland Ranch Parkway) has begun and is expected to last 135 working days or approximately seven (7) months. Construction along the west side of Sun Valley Boulevard from 7th Avenue to Middle Fork started on June 22, 2020. Traffic control during construction includes lane closures, but two-way traffic will be maintained with flaggers. During the extensive pavement rehabilitation work, the southbound traffic will be detoured and the northbound traffic will be open. Additional information can be viewed at: <http://SunValleyBlvd.org>

Truckee River Shared Use Path Project

The proposed pathway will start at John Champion Memorial Park and continue along the south side of the Truckee River.

RTC is working to acquire easements necessary for the pathway. The application for the required United States Army Corp of Engineers (USACE) 408 permit has been approved by Carson Truckee Water Conservancy District contingent on approval by the USACE. The Truckee River Shared Use Path Project has submitted an application to USACE for a Section 408 Permit since portions of the pathway encroach the 14,000 cubic feet per second water surface elevation along the Truckee River. During coordination and submittal of permit, the USACE informed RTC of the ability to enter into a Funding Agreement to ensure continued review of the application through periods when the annual federal budget for review is exhausted. The USACE receives an annual federal budget to process and review 408 permit applications. RTC has been informed that USACE is expected to exhaust available funds for the review 408 permit applications sometime in July 2020 and will not receive additional funds to continue review of applications until start of the next federal fiscal year. When budgeted USACE funds are exhausted, only those applications with funding agreements are reviewed. The estimated amount of the funding agreement required is estimated to be \$30,000.

This project was included in the fiscal year (FY) 2017 Program of Projects. The design portion of this project is funded through federal funds and includes oversight by NDOT through a Local Public Agency (LPA) agreement. The project will be constructed by NDOT through the agreement approved for Spaghetti Bowl Xpress (SBX).

Virginia Street RAPID Extension

A detailed written report is included as a separate Board agenda item for this month. Additional information can be viewed at: <http://virginiastreetproject.com/>

PAVEMENT PRESERVATION PROJECTS

2020 Preventive Maintenance (Various Locations)

The 2020 Preventive Maintenance program is underway. This will provide patching, crack sealing, and slurry seal activities on approximately 200 lane miles of roadway. Bids were opened in April and the contract has been awarded to Sierra Nevada Construction (SNC). Patching, crack sealing and slurry sealing work is underway and is anticipated to be complete this fall.

Golden Valley Road Rehab Project

The project includes rehabilitation/reconstruction of Golden Valley Road from Yorkshire Drive to North Virginia Street. Lumos & Associates, Inc. is the consultant for Design and Engineering During Construction services. Final design is under review with Union Pacific Railroad (UPRR). The scheduled construction start date is August 2020 with a scheduled completion in October 2020.

Greg Street Rehab Project

The project includes corrective maintenance of Greg Street from McCarran Boulevard to the Union Pacific Railroad Tracks. Wood Rodgers, Inc. is the consultant for Design and Engineering During Construction. The construction contract was awarded to Sierra Nevada Construction (SNC). Construction began in June with a scheduled completion in mid-August 2020.

Kings Row Rehab Project

The project includes rehabilitation/reconstruction of Kings Row from Keystone Avenue to Wyoming Avenue. Lumos and Associates, Inc. is the consultant for Design and Engineering During Construction Services. The preliminary plans are complete. This project is on track for construction in early 2021.

Lakeside Drive Rehab Project

The project includes rehabilitation/reconstruction of Lakeside Drive from Evans Creek Drive to McCarran Boulevard. Eastern Sierra Engineering is the consultant for Design and Engineering During Construction Services. Sierra Nevada Construction (SNC) is the construction contractor. Construction began in July and is anticipated to be complete in September 2020.

Newport Lane Rehab Project

The project includes rehabilitation/reconstruction of Newport Lane from Link Lane to McDaniel Street. CA Group is the consultant for Design and Engineering During Construction Services. CA Group has started the preliminary design. The construction schedule is yet to be determined.

Prater Way Rehab Project

The project includes rehabilitation/reconstruction of Prater Way from Howard Drive to Sparks Boulevard. Stantec Consulting Services, Inc. is the consultant for design and engineering during construction. The contract was awarded to Spanish Springs Construction, Inc. (SSC) and work began in April with a scheduled completion of October 2020. Sewer replacement work is ongoing, shallow conduits are being lowered, and SSC anticipates beginning roadway removal in early August.

Reno Consolidated 20-01 – Mayberry Drive, California Avenue, and First Street

The project includes rehabilitation/reconstruction of the following street segments: Mayberry Drive from Memory Lane to California Avenue, California Avenue from Hunter Lake Drive to Booth Street, and First Street from Sierra Center to Virginia Street. Nichols Consulting Engineers (NCE) submitted 50% design review to agencies in early July. Utility coordination meetings and R/W activities are underway. Comments received from the virtual project presentation that went live on May 27, 2020 have been posted to the website. Construction is anticipated to occur in 2021.

Reno Consolidated 21-01 – Lund Lane, Armstrong Lane, and Yuma Lane

The project includes rehabilitation/reconstruction of the following street segments: Lund Lane from Wedekind Road to Northtowne Lane; Armstrong Lane from Susileen Drive to Yuma Lane; and Yuma Lane from Armstrong Lane to Hunter Lake Drive. Eastern Sierra Engineering, P.E. (ESE) is the consultant for Design and Engineering During Construction Services. The preliminary design is under agency review.

Sky Vista Parkway Widening and Rehabilitation Project

The project includes rehabilitation/widening of Sky Vista Parkway from just west of Lemmon Drive to Silver Lake Drive. Atkins Engineering, SNA-Lavalin (Atkins) is the consultant for Design and Engineering During Construction Services. Atkins is in the preliminary design phase with 50% design scheduled for the end of August 2020.

Sparks Consolidated 21-01 – Packer Way and Wild Island Court Project

The project includes rehabilitation/reconstruction of Packer Way from Glendale Avenue to the Cul de Sac and Wild Island Court from Lincoln Way to the Cul de Sac in the City of Sparks. Wood Rodgers Inc. is the consultant for Design and Engineering During Construction Services. Design activities have begun.

OTHER PROJECTS

Park Lane RAPID Station Project

The project includes architectural services, design services, and construction of a RAPID station located just south of Plumb Lane on the east side of Virginia Street. Stantec Consulting Services, Inc. is the consultant for architectural and engineering design services. The Professional Services Agreement was effective March 18, 2019. The construction contract was awarded to Q&D Construction. Construction is scheduled to begin in July and be substantially complete in October 2020.

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

None

CONTRACTS UP TO \$50,000

Johnson Perkins Griffin in the amount of \$2,500 for an appraisal on the TE Spot 9, Package 1 and in the amount of \$2,500 for an appraisal on the TE Spot 9, Package 2.

ENGINEERING ON-CALL WORK ASSIGNMENTS

Attachment A summarizes the work assignments on the engineering pre-qualified on-call lists. Engineering Department consultant assignments are reported after Board approval of the professional services agreement with each firm.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachment

On Call Consultant Summary

Civil Engineering Design and Construction Management Services			
BOARD APPROVAL DATE	FIRM	PROJECT NAME	AMOUNT
No work has been assigned this period.			

Traffic Engineering Services			
BOARD APPROVAL DATE	FIRM	PROJECT NAME	AMOUNT
6/19/2020	Headway Transportation, LLC	TE Spot 10 - Fuel Tax	\$289,800
6/19/2020	Kimley-Horn and Assoc., Inc.	TE Spot 10 - South	\$544,571

Engineering Design and Construction Management Services**List valid through June 20, 2022**

Atkins North America, Inc.

CA Group, Inc.

Eastern Sierra Engineering, PC

Jacobs Engineering Group, Inc.

Lumos and Associates, Inc.

Nichols Consulting Engineers, CHTD

Stantec Consulting Services, Inc.

Wood Rodgers, Inc.

Traffic Engineering Services - Categories**List valid through April 19, 2022**

Traffic Engineering	I.T.S.
CA Group, Inc.	Atkins North America, Inc.
Headway Transportation, LLC	Headway Transportation, LLC
Kimley-Horn & Associates, Inc.	Kimley-Horn & Associates, Inc.
Westwood dba. Slater Hanifan Group, Inc.	
Stantec, Inc.	



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 17, 2020

AGENDA ITEM 3.3

TO: Regional Transportation Commission

FROM: Jeff Wilbrecht, P.E.
Engineer II



Bill Thomas, AICP
Executive Director

**SUBJECT: Virginia Street Bus RAPID Transit Extension Monthly Progress Update -
Plumb to Liberty & Maple to 15th**

RECOMMENDATION

Acknowledge receipt of the Virginia Street Bus RAPID Transit (BRT) Extension monthly progress report.

SUMMARY

South Virginia (Midtown) Roadway Reconstruction and BRT Project:

This segment of the project continues to progress with the opening of the roadway back to two-way traffic from Vassar Street to Center Street/Mary Street. Northbound traffic along South Virginia Street is still detoured at the Center Street/Mary Street roundabout to Center Street.

Ongoing work activities are focused around completing BRT Stations in Midtown, landscaping and planting of trees north of the roundabout and on side streets, outstanding tie-in work, and remaining miscellaneous work. The acceleration has allowed the Midtown segment of the project to be on track for completion in mid-August.

North Virginia (UNR) Roadway Reconstruction and BRT Project

Roadway reconstruction and BRT work along North Virginia Street has continued during the month of June. Construction efforts focused on preparing for and placing concrete pavement on the west side of the roundabout, north of 15th Street. In addition, underground infrastructure and grading activities occurred between 8th Street and 9th Street where the roadway will be widened and the transit/multimodal hub will be located.

Outreach Activities:

During the month of June, the outreach effort continued with communicating with the public the accelerated schedule and providing information to various media outlets.

Project information continues to be communicated weekly through the Project Stakeholder Update that is electronically distributed to subscribers.

Project Photos:





PREVIOUS ACTIONS BY BOARD

June 19, 2020	Approved Change Order No. 16 to the Sierra Nevada Construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
May 22, 2020	Approved Change Order No. 15 to the Sierra Nevada Construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
April 17, 2020	Approved Change Order No. 11, 12, 13, and 14 to the Sierra Nevada Construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
February 21, 2020	Approved Change Order No. 07, 08, 09, and 10 to the Sierra Nevada Construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project

December 20, 2019	Approved Change Order No. 05 and 06 to the Sierra Nevada Construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
November 15, 2019	Approved Change Order No. 01, 02, 03, and 04 to the SNC construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
October 24, 2019	Approved Interlocal Cooperative Agreement with the City of Reno for additional utility conduits on Virginia Street during construction of the South Virginia Street during Construction of the Virginia Street Bus RAPID Transit Extension Project
August 16, 2019	Approved Interlocal Cooperative Agreement with the City of Reno for Requested Enhancements to South Virginia Street during Construction of the Virginia Street Bus RAPID Transit Extension Project
May 20, 2019	Approved the Construction Agreement between RTC and SNC (CMAR) for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
May 20, 2019	Approved the Professional Services Agreement between RTC and Atkins North America (Atkins) for Construction Support Services on Phase 2 of the Virginia Street Bus RAPID Transit Extension Project.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 17, 2020

AGENDA ITEM 3.4

TO: Regional Transportation Commission

FROM: Dale Keller, P.E.
Engineer II



Bill Thomas, AICP
Executive Director

SUBJECT: Lemmon Drive Monthly Progress Report

RECOMMENDATION

Acknowledge receipt of the Lemmon Drive monthly progress report.

SUMMARY

The project includes widening Lemmon Drive from US 395 to Military Road from four lanes to six lanes (Segment 1) and widening Lemmon Drive from Fleetwood Drive to Chickadee Drive from two lanes to four lanes (Segment 2).

Preliminary design of Segment 1 (US 395 to Military Road) is ongoing. The project team is incorporating agency comments from the 50% Design Submittal. Coordination continues with utility companies to identify conflicts and facilitate any utility relocations.

For Segment 2, the Project's Technical Advisory Committee (TAC) continues to evaluate the range of roadway alternatives at a conceptual level. Each alternative is screened based on the ability to meet the project's purpose, need, and goals. The range of alternatives has been narrowed down to the top three (3) roadway alternatives. The top three (3) roadway alternatives are being reviewed by the local agencies and will be presented to the public later this summer.

The RTC is working closely with Washoe County and the City of Reno as the Swan Lake recovery plan continues, and long-term mitigation alternatives are prepared and vetted. The RTC is streamlining the preliminary roadway design and collaborating with local agencies in the overall program to improve conditions around Swan Lake.

PREVIOUS ACTIONS BY BOARD

June 19, 2020

Received an update on the project

May 22, 2020	Received an update on the project
September 20, 2019	Approved the Professional Services Agreement (PSA) with Jacobs Engineering for the design of the Lemmon Drive Project
May 20, 2019	Approved the Procurement for the Selection of Engineering Professional Services for Design the Lemmon Drive Project
April 17, 2019	Received an update on the project

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 17, 2020

AGENDA ITEM 3.5

TO: Regional Transportation Commission

FROM: Mark Maloney
Director of Public Transportation and
Operations



Bill Thomas, AICP
Executive Director

SUBJECT: RTC Public Transportation and Operations Report

RECOMMENDATION

Acknowledge receipt of the monthly Public Transportation and Operations Report.

HIGHLIGHTS



RTC RIDE CONTRACTOR, KEOLIS CELEBRATES ONE YEAR ANNIVERSARY - On Wednesday, July 1, RTC RIDE's contractor, Keolis celebrated its one-year anniversary. To memorialize this milestone, Keolis management intended to celebrate with a BBQ luncheon for its staff. After coordinating with the Washoe County Health Department, a collective decision was made not to host the on-site BBQ due to an increase in the number of COVID cases in the community. In lieu of celebrating

Keolis' first year with RTC and as a Thank You to operators and staff, Keolis hosted a brown bag lunch on July 3rd. Keolis' first year in operations was not without its challenges: transitioning from the former contractor during the Reno/Sparks peak event season; a few challenging snowstorms, the COVID-19 pandemic, and the unfortunate riots that occurred in downtown Reno in May.

Keolis continues to respond to the ever fluid issues surrounding the COVID-19 pandemic. Those measures include:

- Ordering 75 hand sanitizer dispenser units to be installed on RTC buses so customers have access to hand sanitizers while boarding.
- Retrofitting the fleet with mask dispensers in compliance with the Governor's mandate and to give passengers options if they do not have a mask.
- In the month of June, Keolis installed social distancing signs to further enable its employees to appropriately understand the need for 6' spacing.
- In lieu of the Governor's directive, Keolis instituted a "zero tolerance" policy for employees not wearing masks while in common areas (this includes a bus with passengers on board). Employees refusing to wear a mask or face covering are sent home. As of July 2, only two operators have been sent home.

- Keolis is coordinating closely with the RTC to balance TITLE VI and ADA regulation requirements in adherence with Section 7 of the Governor's facemask mandate.
- On June 5, Keolis Reno celebrated National Donut Day with its staff as a show of appreciation for all they do. A portion of the proceeds from the Dough Boys Donuts' purchase were donated to the **Red Cross of Northern Nevada**.



RTC PROVIDES COMPLIMENTARY FACE COVERINGS – Pursuant to Governor Sisolak's mandate, the Regional Transportation Commission (RTC) of Washoe County is providing one complimentary face covering and is reminding the community that masks are required on public transportation in the State of Nevada. This includes RTC RIDE buses, the Regional Connector service, the FlexRIDE service, and the RTC ACCESS paratransit service. Transit riders may use their personal face covering or request a free one from RTC customer service at 4TH STREET STATION

in Downtown Reno, or CENTENNIAL PLAZA in Sparks. ACCESS drivers have masks available on board for transit passengers, and the RTC has ordered face-covering dispensers to install on buses. The RTC is also adhering to exceptions, as outlined in the Governor's Directive.

DOT/FTA COORDINATED EFFORT FOR DELIVERY OF FACE COVERINGS FOR TRANSIT WORKERS

The U.S. Department of Transportation, alongside the U.S. Department of Homeland Security, has been working with states, industries and stakeholders to ensure that transportation workers receive the support they need during the Coronavirus Disease 2019 (COVID-19) public health emergency. The Federal Emergency

Management Agency (FEMA) secured 4.8 million cloth facial coverings to aid approximately 2,200 transit agencies as they implemented local phased reopening plans. On June 8th, the RTC received delivery of 1,500 masks for contracted transit employees and 6,000 masks for transit passengers. Ahead of the Governor's facemask mandate, the masks were immediately delivered to Keolis and MTM for distribution to their employees. The cloth face coverings can be washed and reused, and came packaged 500 to a carton.



RTC ACCESS KEY HIGHLIGHTS



Due to COVID-19, MTM Transit's June Safety Meeting was conducted in a movie night style in the courtyard at Sutro practicing social distancing. Training focused on Bloodborne Pathogens – including defining bloodborne pathogens; describing how employees are exposed to bloodborne pathogens; defining sharps and what action to take if a sharp is found; and, explaining how to prevent and report exposure incidents.

MTM's Safety Blitz for June focused on ZAP (Zero Accident Philosophy) with the 300:29:1 Hendrick Pyramid. A 6ft pyramid was constructed and placed in the yard to remind Operators that "No Unsafe Acts = No Accidents."



MTM Transit quickly responded to the Governor's facemask mandate outfitting all vehicles to that effect. Due to the quick response, RTC received statewide exposure on Facebook from the Governor's Nevada Health Response page.

MTM Operations Manager Tony (Artonno) Hanks invited Operators and Staff to a lunch from the grill. The theme was "For all that you do, Chef Tony is here to serve you." MTM also sponsored an Operator prize drawing for a 65" TV, a Soundbar, and an Amazon Echo. Chef Tony received lots of praise from the Operators regarding the delicious ribs.

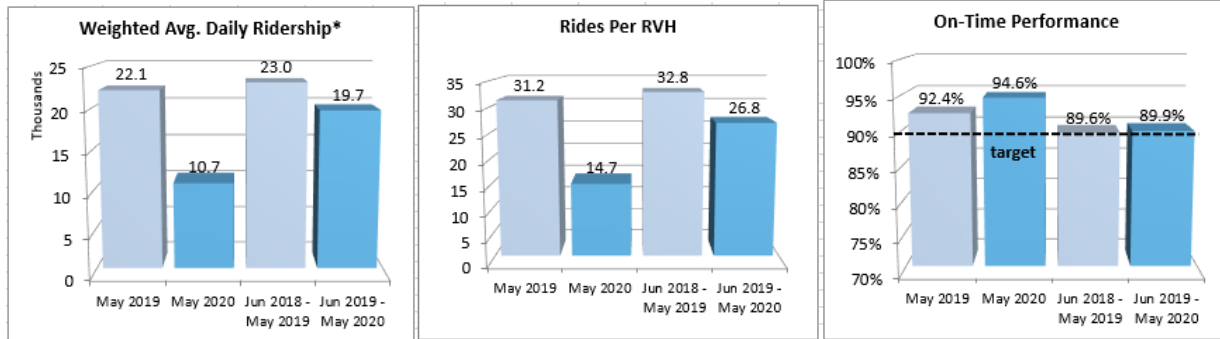


TRANSIT DEMAND MANAGEMENT (TDM) UPDATE

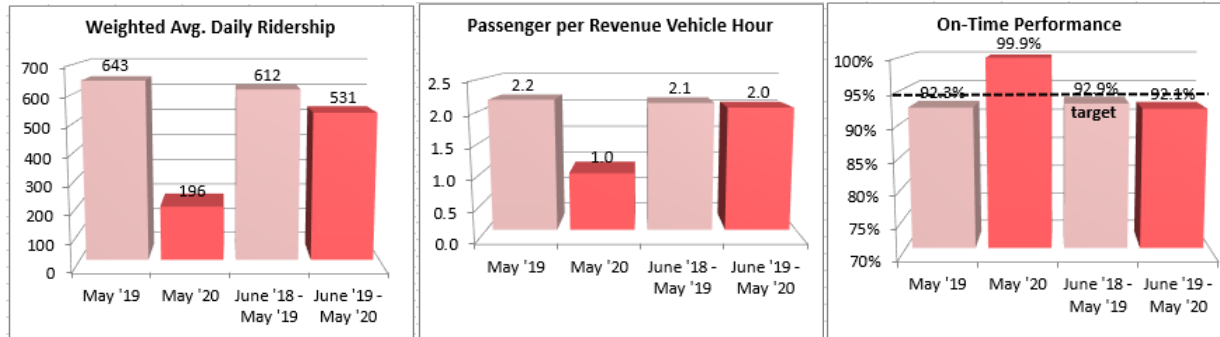
- Vanpools decreased to 211 due to virus shutdowns with over 125 of those serving the Tahoe Reno Industrial Center (TRIC). Vans are still running to the Army depot, the prisons and Air National Guard. Tesla resumed operations. Staff will continue to monitor this situation.
- RTC staff is moving ahead with the Transportation Management Association (TMA) and plans to hold a workshop in September or as soon as TRIC employers are open for business. A virtual meeting is scheduled for July 30th with the TMA working group to establish the agenda to present at its workshop for the TRIC employers in September.
- With Reno updating its zoning ordinances, the trip reduction ordinance is still moving forward. RTC staff continues to work with City of Reno Planning staff to finalize this initiative.
- With the summer sessions beginning at TMCC and no students on campus, RTC staff worked with Token Transit to allow TMCC staff to provide the ED Pass to new students who are unable to get their student ID. The pass is available to students through the Token Transit App.

MAY 2020 TRANSIT PERFORMANCE

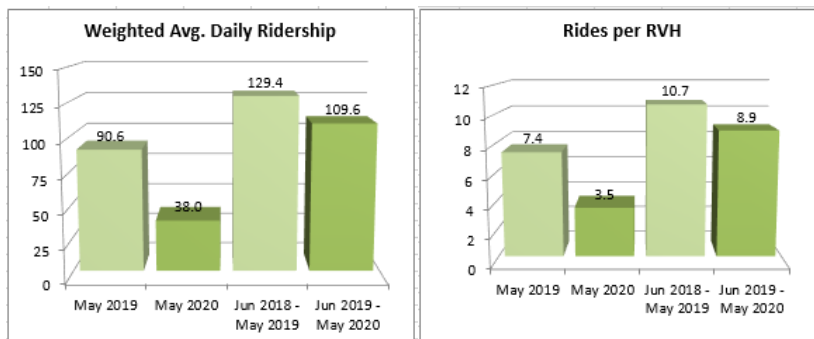
RTC RIDE



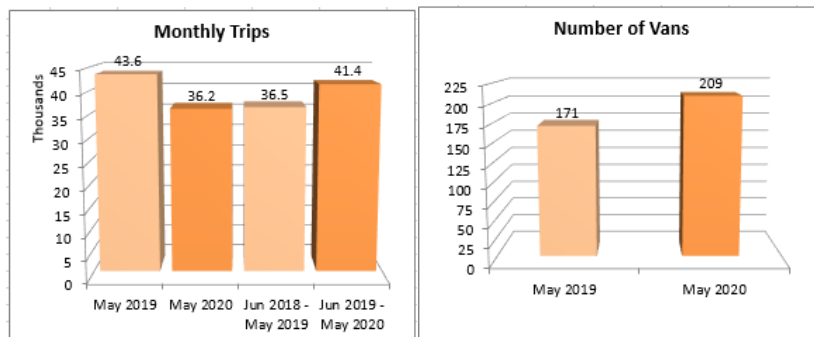
RTC ACCESS



TART



RTC VANPOOL



Attachments

RTC Transit Performance Statistics¹

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	May 2020	Percent Change	May 2019	Jun 2019 - May 2020	Percent Change	Jun 2018 - May 2019
Monthly Ridership*	321,755	-52.8%	681,678	7,099,608	-14.8%	8,336,631
Weighted Avg. Daily Ridership*	10,707	-51.5%	22,092	19,657	-14.6%	23,025
Revenue Vehicle Hours (RVH)	21,863	0.1%	21,834	264,858	4.3%	253,963
Rides Per RVH	14.7	-52.9%	31.2	26.8	-18.3%	32.8
Revenue Vehicle Miles (RVM)	236,230	-2.1%	241,230	2,925,695	3.7%	2,820,424
Complaints Per 25,000 Rides	2.02	-46.5%	3.78	3.69	2.1%	3.62
On-Time Performance ²	94.6%	2.4%	92.4%	89.9%	0.3%	89.6%

Performance Indicator	Apr 2020	Percent Change	Apr 2019	May 2019 - Apr 2020	Percent Change	May 2018 - Apr 2019
Revenue	\$159,331	-60.6%	\$403,965	\$4,409,902	-15.6%	\$5,226,053
Farebox Recovery Ratio	6.1%	-64.4%	17.3%	13.6%	-27.6%	18.7%
Subsidy per Ride	\$7.94	182.1%	\$2.82	\$3.76	39.6%	\$2.70

¹ RTC Transit includes RTC RIDE, RTC RAPID, RTC REGIONAL CONNECTOR, SIERRA SPIRIT, and UNR Midtown Direct

² Percent of trips zero min. early and five minutes or less late

* - May 2019, the RTC started using a new passenger counting system. Data before May 2019 is adjusted for the new method.

RTC ACCESS Performance Statistics

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	May '20	Percent Change	May '19	June '19 - May '20	Percent Change	June '18 - May '19
Monthly Ridership	5,764	-71.0%	19,882	188,581	-17.7%	229,196
Weighted Avg. Daily Ridership	196	-69.5%	643	531	-13.3%	612
Revenue Vehicle Hours	6,013	-34.5%	9,184	92,579	-10.3%	103,185
Passenger per Revenue Vehicle Hour (does not include taxi data)	0.96	-55.7%	2.16	2.04	-3.7%	2.12
Revenue Vehicle Miles (RVM)	50,151	-66.5%	149,709	1,443,359	-13.8%	1,675,106
Complaints per 1,000 Rides	0.69	53.3%	0.45	0.55	-15.4%	0.65
ADA Capacity Denials	0	0.0%	0	0	0.0%	0
Other Denials	0	0.0%	0	0	-100.0%	2
Accidents per 100,000 Miles	1.99	0.0%	1.34	0.80	24.8%	0.64
On-Time Performance (does not include taxi data)	99.9%	8.2%	92.3%	92.1%	-0.9%	92.9%
Taxi On-Time Performance	0.0%	0.0%	0.0%	0.0%	-100.0%	60.2%
Performance Indicator	Dec '19	Percent Change	Dec '18	July '19 - Dec '19	Percent Change	July '18 - Dec '18
Revenue*	\$161,108	-6.9%	\$173,122	\$937,074	-8.0%	\$1,018,720
Farebox Recovery Ratio*	19.98%	-25.75%	26.91%	21.14%	-12.68%	24.21%
Subsidy per Passenger*	\$27.60	57.8%	\$17.49	\$22.97	19.9%	\$19.15

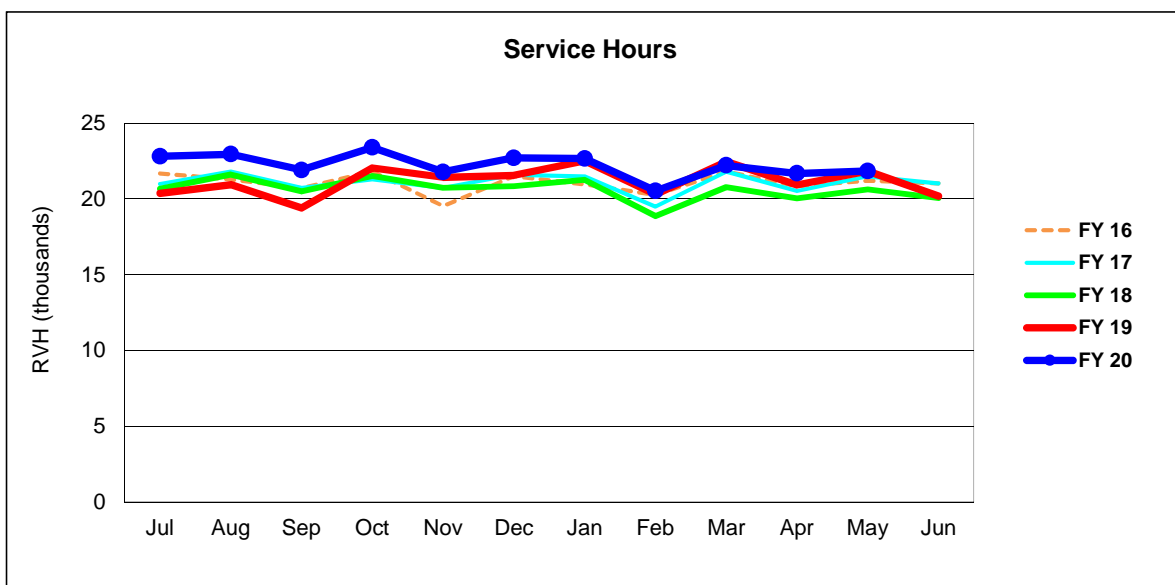
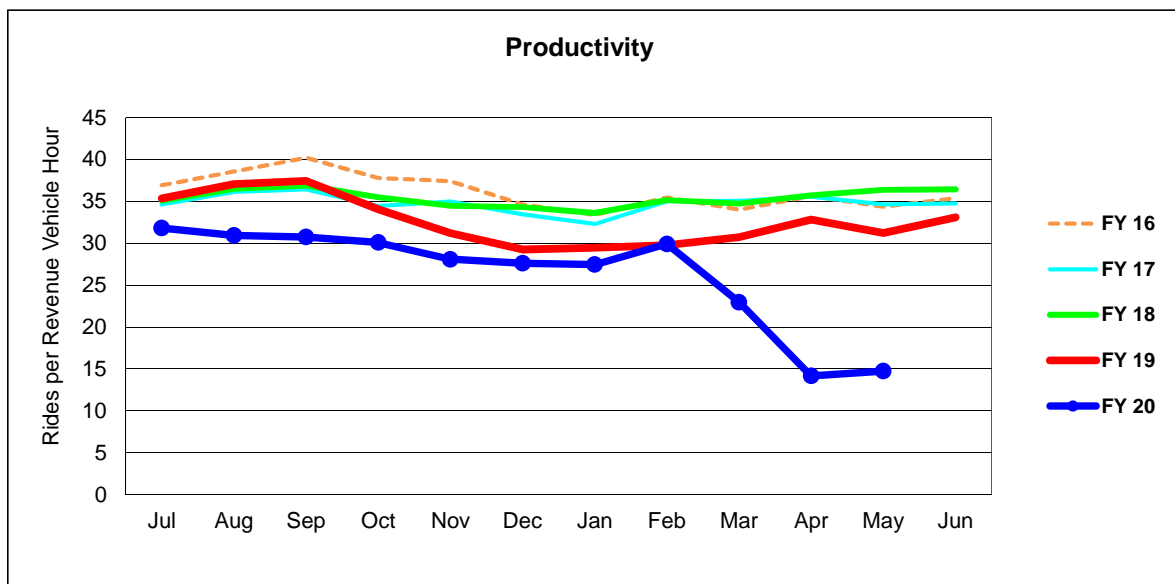
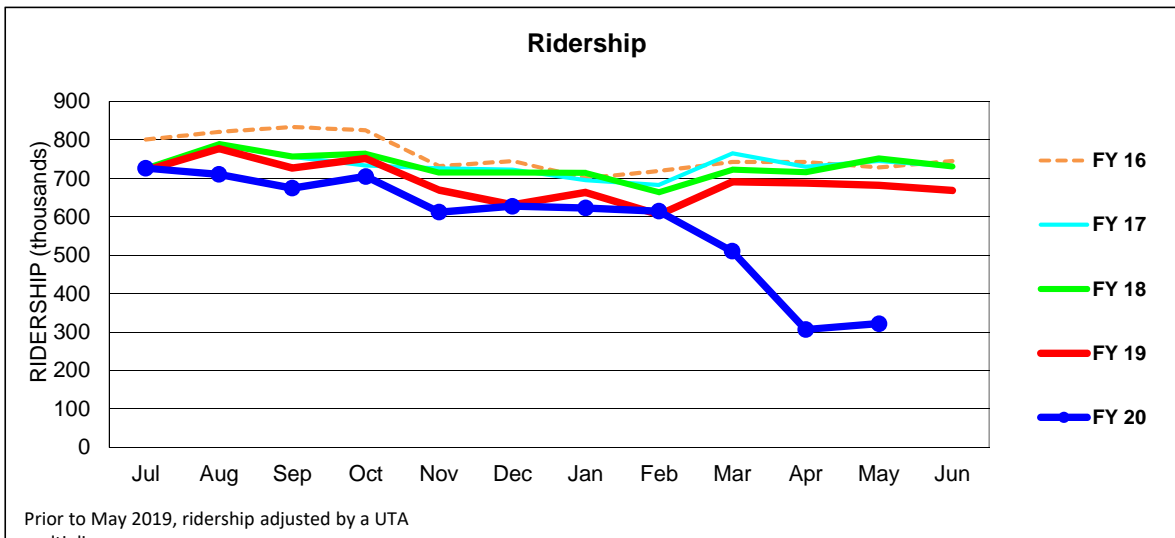
*Sept. 2019 data is the latest available.

TART Performance Statistics

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	May 2020	Percent Change	May 2019	Jun 2019 - May 2020	Percent Change	Jun 2018 - May 2019
Monthly Ridership	1,137	-59.6%	2,813	39,611	-15.1%	46,647
Weighted Avg. Daily Ridership	38.0	-58.0%	90.6	109.6	-15.3%	129.4
Revenue Vehicle Hours (RVH)	326	-14.3%	380	4,452	2.0%	4,364
Rides per RVH	3.5	-52.8%	7.4	8.9	-16.8%	10.7
Revenue Vehicle Miles (RVM)	7,347	-11.3%	8,284	87,201	-6.7%	93,464
Revenue*	\$0	-100.0%	\$3,250	\$21,527	-56.3%	\$49,222
Farebox Recovery Ratio*	0.0%	-100.0%	7.2%	4.0%	-58.2%	9.5%
Subsidy per Ride	\$35.10	134.0%	\$15.00	\$13.21	30.8%	\$10.10

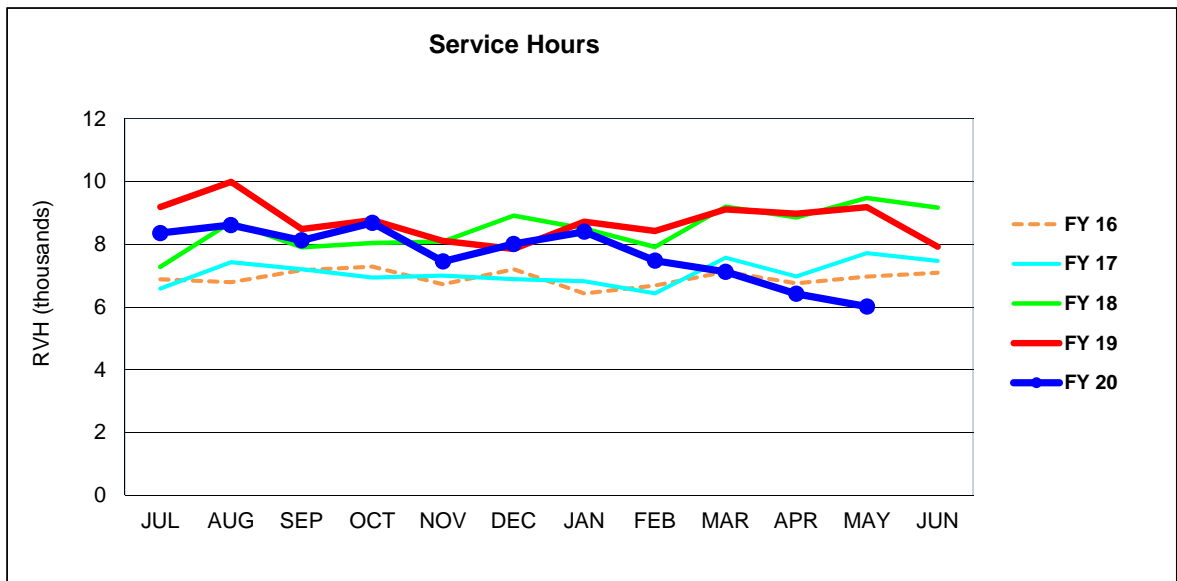
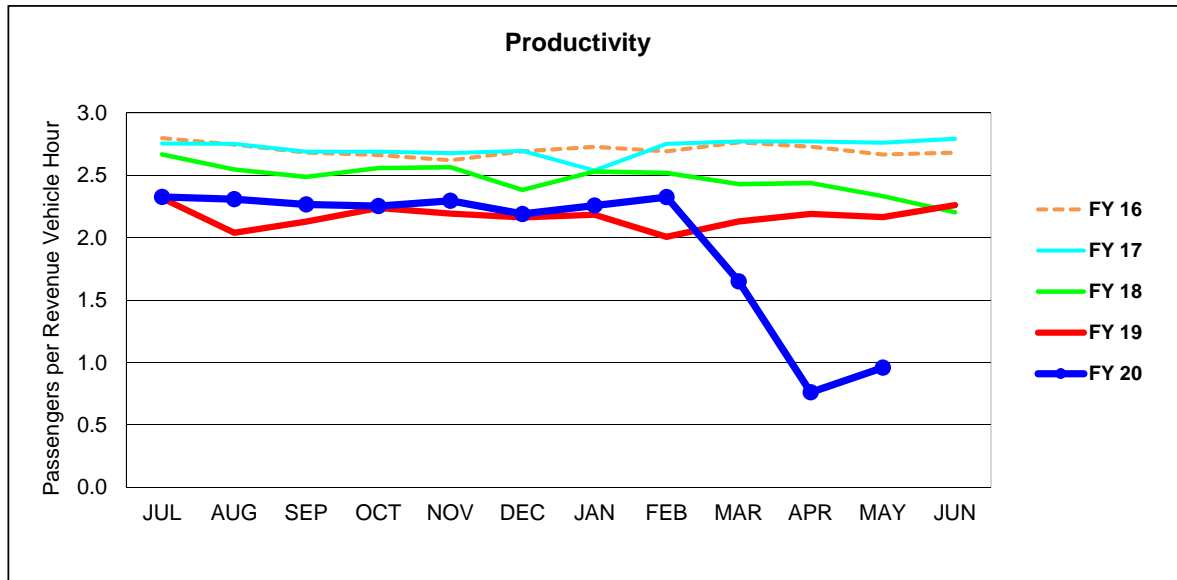
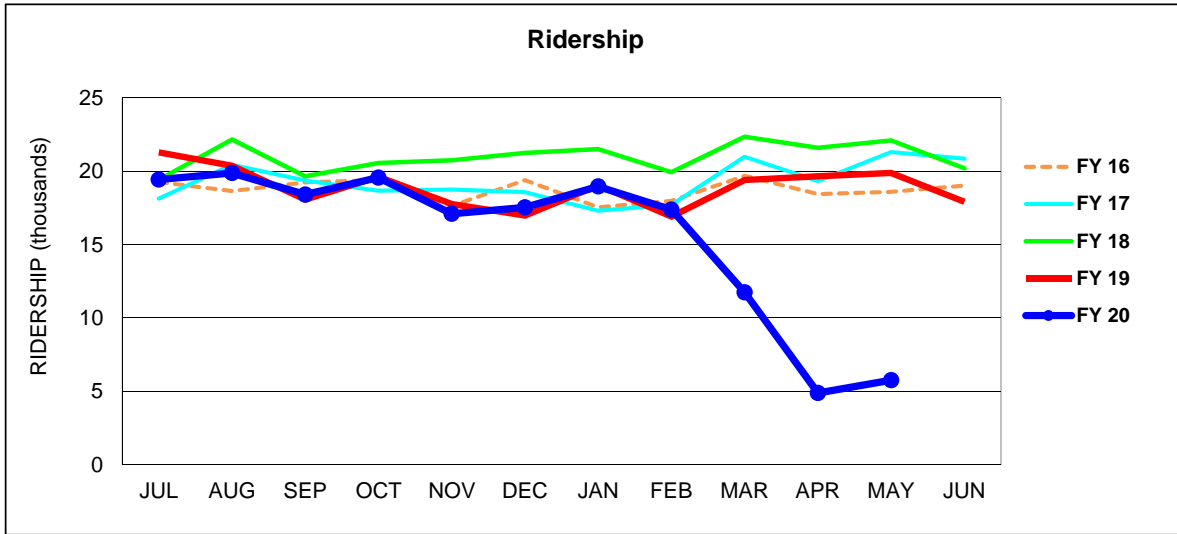
* - Effective December 12, 2019 TART started providing free rides for a two-year trial period.

RTC Transit Fiscal Year Comparisons

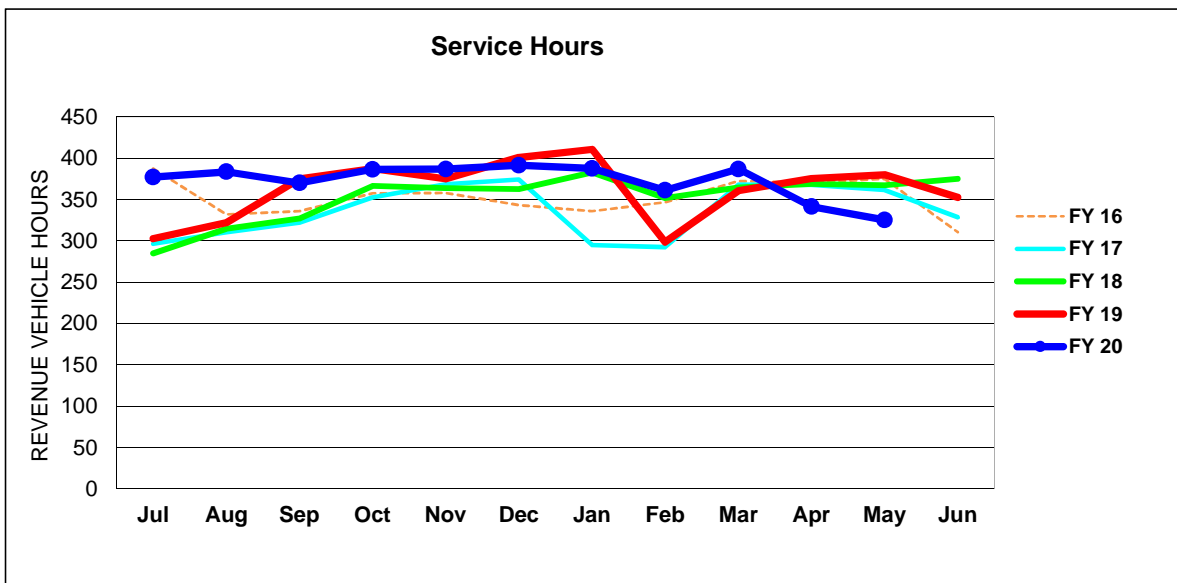
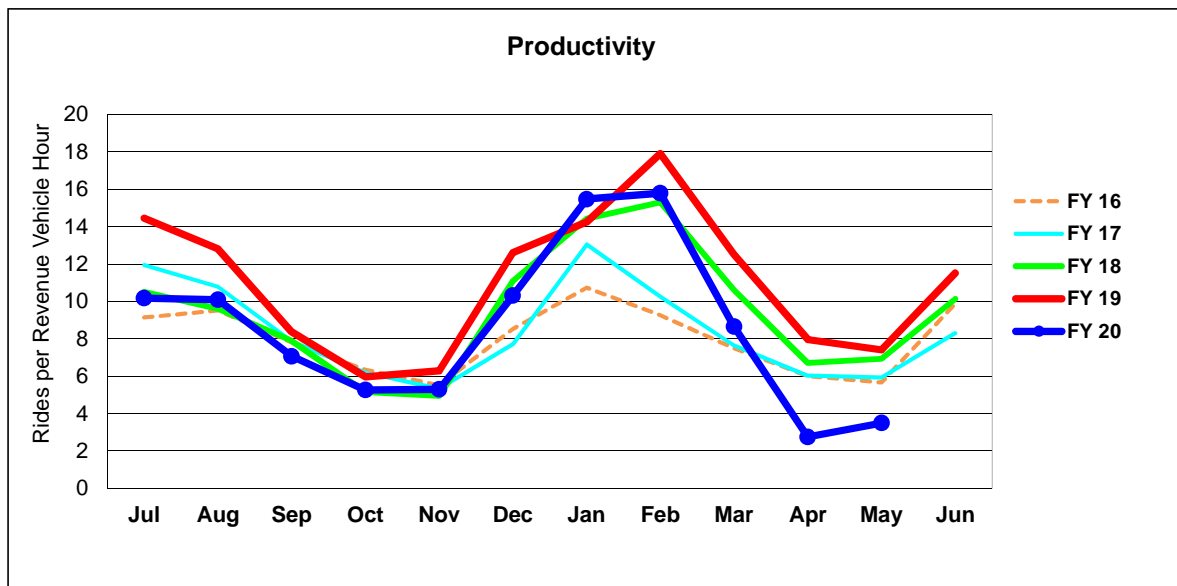
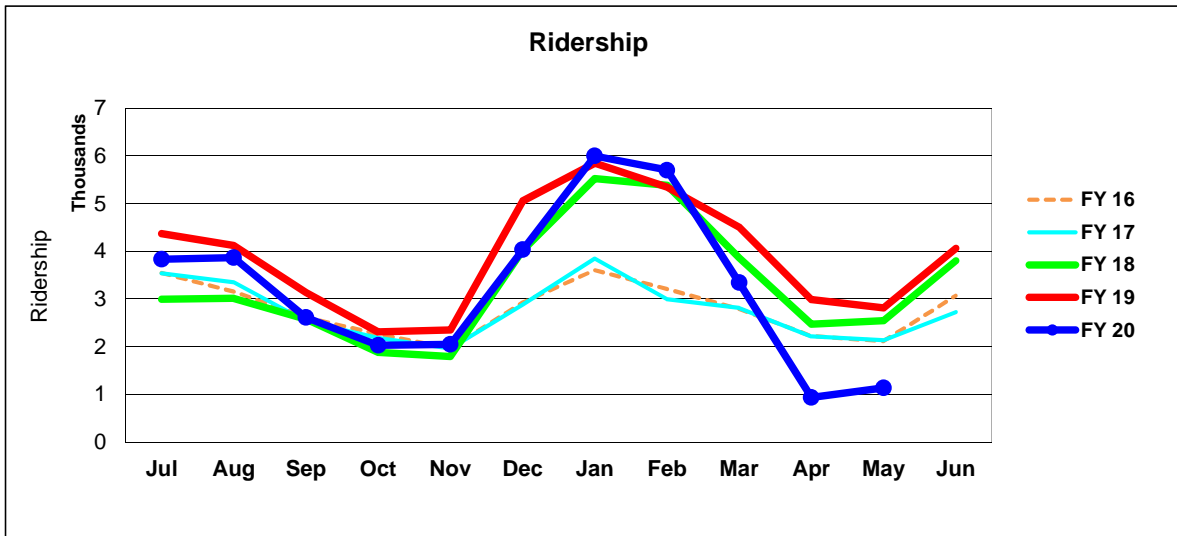


RTC ACCESS

Fiscal Year Comparisons



TART - Nevada Fiscal Year Comparisons





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 17, 2020

AGENDA ITEM 3.6

TO: Regional Transportation Commission

FROM: Tina H. T. Wu, AICP
Senior Transit Planner

Bill Thomas, AICP
Executive Director

SUBJECT: Regional Transportation Commission 2020 Title VI Report Update

RECOMMENDATION

Accept and approve the RTC 2020 Title VI Report Update.

SUMMARY

The Regional Transportation Commission of Washoe County (RTC) is the transit service provider for Washoe County, Nevada. Fixed route and paratransit services are provided by private operators under contract. The Federal Transit Administration (FTA) is the leading federal agency overseeing the RTC's compliance with the requirements of Title VI. These requirements are expanded through the detailed guidance set out in FTA Circular C4702.1B of October, 2012. The attached report has been developed by RTC staff in accordance with the provisions as they relate to the functions of the RTC as the transit agency.

Title VI of the Civil Rights Act of 1964 requires that state and local governments that receive Federal funds carry out their responsibilities and provide services in a manner that does not discriminate on the basis of race, color, and national origin.

RTC is also the designated Metropolitan Planning Organization (MPO) for Washoe County. The MPO is responsible for regional transportation planning, and the receipt and distribution of federal funds. In addition to Title VI, Federal agencies also monitor how recipients of Federal funds consider issues of Environmental Justice with regard to project planning, the siting and construction of facilities, and the conduct of thorough public involvement processes. Environmental Justice is primarily the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. These elements are also addressed in the RTC 2020 Title VI Report Update.

FISCAL IMPACT

If not approved, the RTC may lose the ability to receive federal grant funding.

PREVIOUS ACTIONS BY BOARD

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

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachment

**TITLE VI REPORT UPDATE
FOR THE
REGIONAL TRANSPORTATION
COMMISSION OF WASHOE COUNTY**

**SUBMITTED TO THE
FEDERAL TRANSIT ADMINISTRATION
IN ACCORDANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
JULY 17, 2020**

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Appendix C:	RTC Board agenda and minutes
Appendix D:	Service change map and analysis

1. INTRODUCTION

The Regional Transportation Commission of Washoe County (RTC) serves three roles for the Washoe County urban area: it is the Metropolitan Planning Organization (MPO), the transit service provider, and builds and maintains the regional roadway network. As the MPO, RTC conducts a collaborative short and long-range multimodal transportation planning program. RTC develops the 20-year Regional Transportation Plan (RTP), 5-year Regional Transportation Improvement Program (RTIP), 1-year Unified Planning Work Program (UPWP), and the Public Involvement Plan, consistent with the Fixing America's Surface Transportation (FAST) Act requirements.

As the transit service provider, RTC operates the regional fixed route bus system, the demand-responsive RTC ACCESS paratransit service and RTC VANPOOL. The RTC RIDE fixed route bus service provides about 19,900 trips per day in FY 2019. RTC also operates RTC REGIONAL CONNECTOR commuter service between Reno and Carson City. The RTC offers two RAPID bus rapid transit services; the Virginia-Line RAPID which operates on Virginia Street is the premier service in the urban area providing high frequency connections between Meadowood Mall and Downtown Reno that includes level boarding stations and uses 60-foot articulated hybrid diesel/electric buses. The Lincoln-Line RAPID operates on the 4th/Prater corridor between Reno and Sparks. This service provides a 10 minute frequency between 7 am and 7 pm and uses 40-foot battery electric buses. The RAPID services include technology that allows buses to extend the green light at intersections. This design helps the RTC RAPID buses move faster and compete with auto travel times. In downtown Reno, RTC operates the UNR Midtown Direct circulator service. This runs from South Wells Avenue to the University of Nevada, Reno. It operates 7 days a week from 6 am to 10 pm every 30 minutes.

As the agency responsible for maintenance of the regional road network, RTC is responsible for planning, designing, and constructing regional road projects. In addition to new capacity, the RTC emphasizes maximizing the life of existing roadway infrastructure by funding a preventive maintenance program that keeps roads in good condition. The RTC's regional Intelligent Transportation System (ITS) program maximizes the operational efficiency of the existing roadway network by coordinating traffic signals and other communications technology.

Title VI of the Civil Rights Act of 1964 requires that state and local government that are in receipt of Federal funds carry out their responsibilities and provide services in a manner that does not discriminate on the basis of race, color, and national origin. The Federal Transit Administration (FTA) is the leading federal agency overseeing the RTC's compliance with the requirements of Title VI. These requirements are expanded through the detailed guidance set out in FTA Circular C4702.1B of October, 2012. This report has been developed by the RTC in accordance with the provisions of Circular C4702.1B as they relate to the functions of the RTC as the transit agency for Washoe County, Nevada.

2. TITLE VI ASSURANCE

In compliance with the FTA requirement, the Regional Transportation Commission of Washoe County, Nevada (RTC) submitted its Title VI Certification and Assurance in the Transportation Electronic Award Management (TEAM) system in FY 2017, FY 2018 and FY 2019.

The certifications and assurances include:

- That RTC complies with all applicable Federal statutes and regulations to carry out any FTA funded project.
- That RTC, under a continuing obligation, complies with the terms and conditions of the FTA Grant Agreement or Cooperative Agreement for its Project, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to the Grant Agreement or Cooperative Agreement.
- That RTC recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect Project implementation.
- That RTC understands that Presidential executive orders and Federal guidance, including Federal policies and program guidance, may be issued concerning matters affecting Applicant or its Project.
- That RTC agrees that the most recent Federal laws, regulations, and guidance will apply to its Project, unless FTA determines otherwise in writing.
- That RTC, in light of recent FTA legislation applicable to FTA and except as FTA determines otherwise in writing, agrees that requirements for FTA programs may vary depending on the fiscal year for which the funding for those programs was appropriated.

RTC requires that all 5310 subrecipients submit all appropriate FTA certifications and assurances to RTC prior to funding agreement execution and annually thereafter when FTA publishes the annual list of certifications and assurances. RTC will not execute any funding agreements prior to having received these items from the selected subrecipients. RTC, within its administration, planning, and technical assistance capacity, also will comply with all appropriate certifications and assurances for FTA assistance programs and will submit this information to the FTA as required.

3. GENERAL REQUIREMENTS

3.1. Title VI Notice to the Public, including a list of locations where the notice is posted

RTC's Title VI notices are posted on the agency's website, downtown Reno and downtown Sparks transfer centers, and on transit vehicles. The notices are translated into Spanish and are

consistent with the Department of Transportation (DOT) Limited English Proficiency (LEP) guidelines.

3.2. Title VI Complaint Procedures

The RTC has complaint procedures in place to investigate and track Title VI complaints. These procedures include a Title VI policy statement, specific directions detailing how to file a complaint, an explanation of how the complaint will be investigated, and a complaint form specific to the RTC. This information is contained in Appendix A. RTC's complaint process and forms are translated into Spanish. RTC used American Community Survey data and Census data to identify the language during the development of its Language Assistant Plan (LAP).

3.3. Title VI Complaint Form

In addition to developing complaint procedures, RTC also developed a Title VI complaint form, and the form and procedure for filing a complaint are available on the RTC's website at <https://rtcwashoe.wpengine.com/wp-content/uploads/2018/09/RTCTitle-VI-Complaint-Form-for-website.pdf>. The form is available in English and Spanish. The Title VI complaint procedures and forms are attached in Appendix A.

3.4. List of Transit Related-Title VI Investigations, Complaints, and Lawsuits

There are no active investigations, lawsuits or complaints against the RTC alleging discrimination with regard to fares, routing, scheduling, or quality of transportation service that RTC furnishes, on the basis of race, color, or national origin since the submission of its last Title VI Program.

3.5. Public Participation Plan

RTC's Public Participation Plan (PPP) is a guide for RTC's public participation activities. The PPP articulates the RTC's commitment to an open and transparent interface with the public and with relevant public agencies to support the regional transportation planning process. The goal is to provide the highest quality participation for transportation decision making by identifying and involving the various stakeholders, including citizens, in the planning process. To achieve its goal, major planning and program development objectives are accomplished by doing the following:

1. Seek maximum public participation in the planning process.
2. Seek board identification and representative involvement.
3. Utilize effective and equitable avenues for distributing information and receiving comments.
4. Inform and educate public and design participation initiatives that will support and encourage effective participation.
5. Conduct outreach that bridges language, cultural and economic differences.

6. Provide reasonable accommodation and access to disabled individuals so that they can easily participate in the regional planning process.
7. Evaluate the public participation process regularly.

The PPP is attached as Appendix B.

Public Hearings, Monthly Board Meeting

Public hearing notices are also sent to the local Spanish and English television and radio stations. In addition, emails are sent to other agencies and organizations, including government offices, libraries, and community organizations. Notices are placed on all buses, at the three major transfer centers and at RTC's Administrative Offices in English and Spanish. Bilingual staffs are available at all major public meetings and open houses.

After the changes have been approved, notices are again placed on all buses, at the three major transfer centers and at RTC's Administrative Offices in English and Spanish, informing patrons of the changes and the date they become effective. Notice of the regularly scheduled monthly RTC meetings are posted at five central locations (Sparks City Hall, Reno City Hall, Washoe County Administration Building, 4th Street Station (Reno transfer center) and Centennial Plaza (Sparks transfer center) at least three working days prior to the meeting.

3.6. Language Assistance Plan (LAP)

The four-factor analysis included in the Language Assistance Plan (LAP) identifies appropriate language assistance measures needed to improve access to RTC services and benefits by limited English proficient persons (LEP). A needs assessment is conducted utilizing the USDOT's four factor analysis.

Factor 1: The number of proportion of LEP persons eligible to be served or likely to be encountered by RTC services and programs

RTC Experience with LEP Persons

RTC, RIDE and ACCESS staffs do not encounter persons who cannot speak any English at all on a daily basis. For example, at RTC's Passenger Services, representatives may receive one phone call a month requiring assistance from a Spanish-speaking Passenger Services representative. This trend is the same for in-person questions at Passenger Services and for drivers who encounter passengers each day. There are provisions in place to assist the LEP persons accessing the system. For example, fare and route information are printed in both English and Spanish, so Passenger Services representatives and drivers can point to the right information for the LEP persons to read; ACCESS Interactive Voice Response (IVR) system recordings are available in English and Spanish; staffs also learn limited Spanish phrases (such as ticket, route number, etc.) to communicate with LEP persons.

Washoe County Data

The 2015 American Community Survey (ACS) indicated that 23.3% of residents in Washoe County speak a language other than English at home. While Spanish remains to be the dominate language other than English. It should be noted that Asian and other Pacific Island languages categories have increased.

Table 1: Language Spoken at Home for Washoe County

Table 1 Language Spoken at Home for Washoe County	
Washoe County, Nevada	Percentage of Total Population
Population 5 years and over	438,204
Speak only English	75.9%
Speak a language other than English	23.3%
Speak a language other than English	105,822
Spanish	17.9%
Other Indo-European Languages	2.6%
Asian and Pacific Island Languages	3.2%
Other Languages	.5%

Source: 2015 American Community Survey

When breaking down the race and ethnicity of the population, we found that the Asian population continues to rank as the second highest minority population in Washoe County; and Filipino is among the highest percentage of this group. Therefore, RTC will have to monitor the population data and ensure the LAP is updated so information can be disseminated amongst the Filipino community. RTC may need to conduct a survey on language to determine the primary language because there are two main languages spoken by the Filipino population.

Table 2: Language Spoken by Population

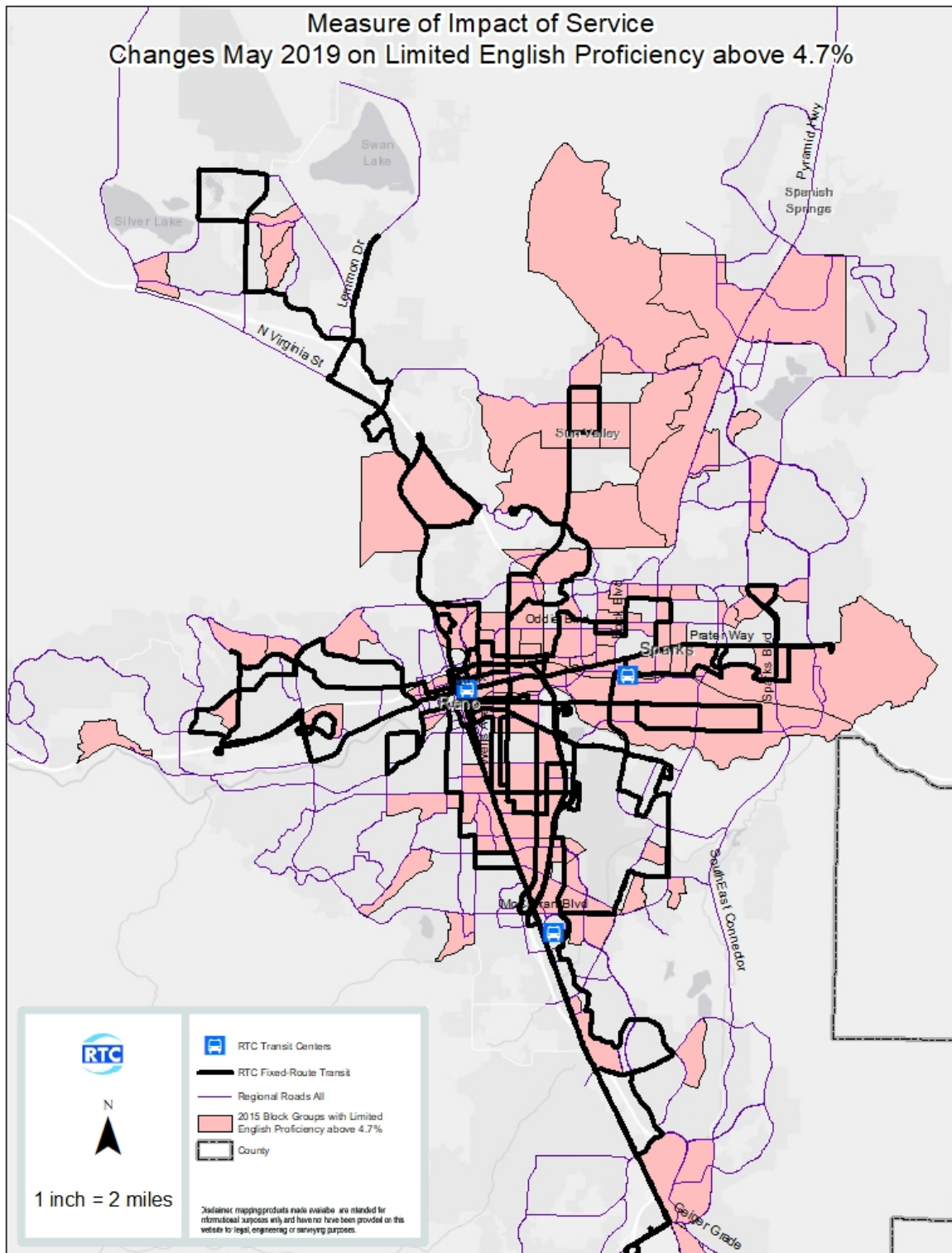
Table 2: Language Spoken by Population		
Washoe County, Nevada	2015 Population	Percentage of Total Population
Total population	435,019	100.00%
White	350,006	80.5%
Black or African American	10,468	2.4%
American Indian and Alaska Native	6,755	1.60%
Asian	23,099	5.3%
Asian Indian	2,832	0.70%
Chinese	2,898	0.70%
Filipino	10,660	2.50%
Japanese	878	0.20%
Korean	1,669	0.40%
Vietnamese	1,318	0.30%
Other Asian	2,844	0.70%
Native Hawaiian and Other Pacific Islander	2,749	0.60%
Native Hawaiian	880	0.20%
Guamanian or Chamorro	398	0.10%
Samoa	358	0.10%
Other Pacific Islander	1,113	0.30%
Some other race	25,256	5.80%
Hispanic or Latino (of any race)	101,261	23.30%

Source: 2011-2015 American Community Survey

LEP Maps

In order to better understand the location of LEP persons within Washoe County, maps were produced to illustrate the census tracts where the majority of LEP persons live. The map below indicates that census tracts have an LEP persons population of 4.7% or greater. These figures use the 2015 U.S. Census data and show that the RTC RIDE service area does not have a large LEP population. RTC RIDE bus routes serve the census tracts where LEP persons are more prominent.

Figure 1: Census Tracts Have an LEP Persons Population of 4.7% or Greater



Washoe County School District LEP Data

Washoe County School District (WCSD) reports in its yearly Accountability Report that on count day in school year 2018-2019, approximately 15.2% of children who attended Washoe County schools were LEP.

Washoe County Community Resources

The Northern Nevada Literacy Council (NNCL), the Center for Employment Training (CET) and the WCSD offer English as a Second Language (ESL) literacy classes within Washoe County. Also, Truckee Meadows Community College (TMCC) offers college-level ESL instruction to students whose native language is not English and the University of Nevada, Reno (UNR) offers full time ESL classes.

For needs related to family support the Northeast Reno Family Resource Center offers case management, referrals to community services and workshops for the family. Catholic Community Services of Northern Nevada provides assistance with the citizenship application process.

Factor 2: The frequency with which LEP persons come into contact with the RTC services and programs

As previously mentioned RTC RIDE routes serve the census tracts where the LEP population is primarily located. Therefore, it is feasible that this population frequently utilizes RTC RIDE services. However, as mentioned in the Factor 1 analysis Passenger Service representatives and drivers report that they do not encounter persons who cannot speak any English at all on a daily basis, and RTC has provisions in place to assist the LEP persons accessing the system, should this occur.

Factor 3: The importance to LEP Persons of Your Program, Activities and Services

Historical data indicates that LEP persons are likely to have a lower income and be less educated than the remainder of the population. Therefore, it is plausible that they use public transportation as an efficient and less expensive option to owning a vehicle. If this is true, then RTC RIDE's bus services could be a main transportation source for getting to work, school and social activities.

Factor 4: The Resources Available to the Recipient and Costs

Based on the findings from this analysis and the relatively low percentage of LEP persons within the RTC RIDE service area, it appears that RTC's current efforts and application of available resources used to communicate important information to the LEP population is adequate. The Public Participation Plan summarizes RTC's efforts to reach out to LEP persons. This includes opportunities to serve LEP persons at open houses, through marketing outreach and signage for bus stops and route information.

As mentioned in Factor 3 the most critical service RTC RIDE provides for the LEP population is the fixed route service; therefore, it is very important that this population is able to understand when there is a detour or temporary route changes. It is also important that they are able to call and receive customer service information as well as participate in open houses that may impact their frequently used bus routes. The RTC has services in place to provide this information. The cost to provide this information to the LEP population is invaluable to those who utilize the system.

As the U.S. Census data indicates the majority of the LEP populations within the RTC service area speak Spanish or Spanish Creole, the RTC has focused efforts on communicating in Spanish. Also, as more technology is developed the RTC is dedicated to continuing to offer information in both Spanish and English. The RTC will continue to monitor the LEP population and provide more services as demand requires and funding becomes available.

3.7. Minority Representation on Planning and Advisory Bodies

The RTC has an 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) is comprised of 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 CMAC is a 15-member committee that acts as an advisory board to the RTC on transportation issues. The RTC appoints citizens by an application selection process to serve on the Committee for a three-year term. Recruitment notices are advertised in the three local newspapers (Reno Gazette-Journal, Sparks Tribune and AHORA Spanish News) and are distributed to all the radio and television stations in the metropolitan area. RTC filmed a “The Road Ahead” segment, along with a radio Public Service Announcement (PSA). RTC posts information on its website and through social media outlets. In addition, the RTC produces a monthly eNews letter that is distributed to over 500 agencies and organizations, including government offices, public libraries, community service agencies, social service agencies, and ethnic and culture clubs and organizations. Subscribers of *MyRTC* are also notified by email when announcements are made.

The terms are staggered, with five members appointed annually, for a maximum of two terms. There are no quotas based on sex or race. The CMAC meets monthly and advises RTC on all matters relating to transportation. This includes reviewing and reporting to the Commission on transit service recommendations and plans. The agenda and minutes of each advisory committee are provided to the RTC Board.

Table 3: Citizens Multimodal Advisory Committee Roster

Table 3 Citizens Multimodal Advisory Committee Roster As of December 2019			
Terms Expiring June 2020			
Name	Sex	Race	Representing
TADDER, MARK	M	White	RTC RIDE
O'BRIEN, MOLLY	F	White	Multimodal
MAJIMA, MAYUKO	F	Asian	RTC RIDE
BONANO, JEFF	M	White	Multimodal
AZZAM, LAURA	F	White	RTC ACCESS
Terms Expiring June 2021			
SIGURD, JAUNARAJA	M	White	Multimodal
KATZ, HARVEY	M	White	Bicycle/Pedestrian
CHAO, CHUN (ALAN)	M	Asian	Bicycle/Pedestrian
YOUNG, RODNEY	M	White	Multimodal
Terms Expiring June 2022			
Nichols, Mark	M	White	Bicycle/Pedestrian
Enfield, Gabrielle	F	White	Bicycle/Pedestrian
Malikowski, Paul	M	White	RTC RIDE
Smith, Kyle	M	White	Multimodal
Uchel, Dora	F	Asian	RTC ACCESS

3.8. Providing Assistance to Subrecipients

The RTC Finance and Public Transportation and Operations Departments are responsible for administration of the Enhanced Mobility of Seniors and Individuals with Disabilities - Section 5310 Program. RTC staff coordinates a subrecipient orientation workshop, after funding award to provide technical assistance on the process that needs to be followed and the federal requirements that must be met in order to receive federal funds. RTC developed a Title VI Subrecipient Guide and a Title VI Plan template for use by its subrecipients.

3.9. Description of How Subrecipients are Monitored

RTC schedules regular meetings with its subrecipients to discuss issues or concerns regarding their projects and to provide assistance during implementation to ensure projects are consistent with the funding agreement. RTC makes appropriate certifications of compliance with Federal requirements. RTC includes language regarding these federal requirements in its contracts with subrecipients and requires each subrecipient to execute a certification of compliance with the relevant federal requirements. RTC requires that all Section 5310 program subrecipients submit all appropriate FTA certifications and assurances to RTC prior to grant agreement.

execution and annually thereafter, as requested by RTC. Within its administration, planning, and technical assistance capacity, RTC will also comply with all appropriate certifications and assurances for FTA assistance programs and will submit this information to the FTA as required.

All Section 5310 program subrecipients must submit Title VI Programs to RTC. Title VI Programs will be required with the submission of the subrecipient's grant agreement or as requested by RTC, along with the submission of the annual FTA certifications and assurances when FTA publishes the annual list of certifications and assurances. Additional instructions including a Title VI policy template are available to subrecipients on RTC's website, and included in the subrecipient guide.

In an effort to monitor and ensure compliance, periodic audits are performed by RTC staff. These audits are performed at both the on-site location as well as in the form of randomized client calls and physical transportation performance monitoring. Further, the subrecipient agrees by contract that "the RTC, the Comptroller General of the United States, and the Secretary of Transportation, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records, and to audit the books, records, and accounts relating to the performance of the agreement.

3.10. Title VI Equity Analysis for the Construction of a Facility

The RTC completed renovation of its existing Villanova fixed route operations and maintenance facilities in FY 2017 through a Construction Manager at Risk (CMAR) contractor. Construction was done within existing Nevada Department of Transportation right-of-way and FTA granted [a](#) Categorical Exclusion (CE) finding on the stations. Project scopes include modifications to the existing maintenance, operations and storage facilities; and reconfiguration of entrances.

Methodology

Each route impacted by the renovation construction project was overlaid on the Census Tract map. Schedule shifts, frequency adjustments, and minor reductions/increases; e.g., one or two runs per day; or minor route changes are considered non-major changes and were not analyzed.

Tracts in which a higher than average number of minorities lived at the time of the 2010 Census were identified as Minority Tracts. The length of each analyzed route was measured. Routes displaying more than one third their lengths in Minority Tracts were identified as Minority routes. Similarly, those Tracts in which a higher than average number of persons living in poverty, as defined by the U.S. Department of Health and Human Services (US HHS), were identified as Low Income. Census provides information on those with L.E.P. The group includes people who reported to the U.S. Census that they do not speak English well or do not speak English at all. Census also provides information on the Elderly and the Disabled. Determination of the status of each route for each group used the same methodology.

Findings

There are no adverse impacts on minority, LEP or low-income census tracts.

3.11. Approval of Title VI Program by Governing Entity

RTC Board agenda and minutes are included as Appendix C.

Figure 2: Measures of Impact of Villanova Construction on Minority Block Groups

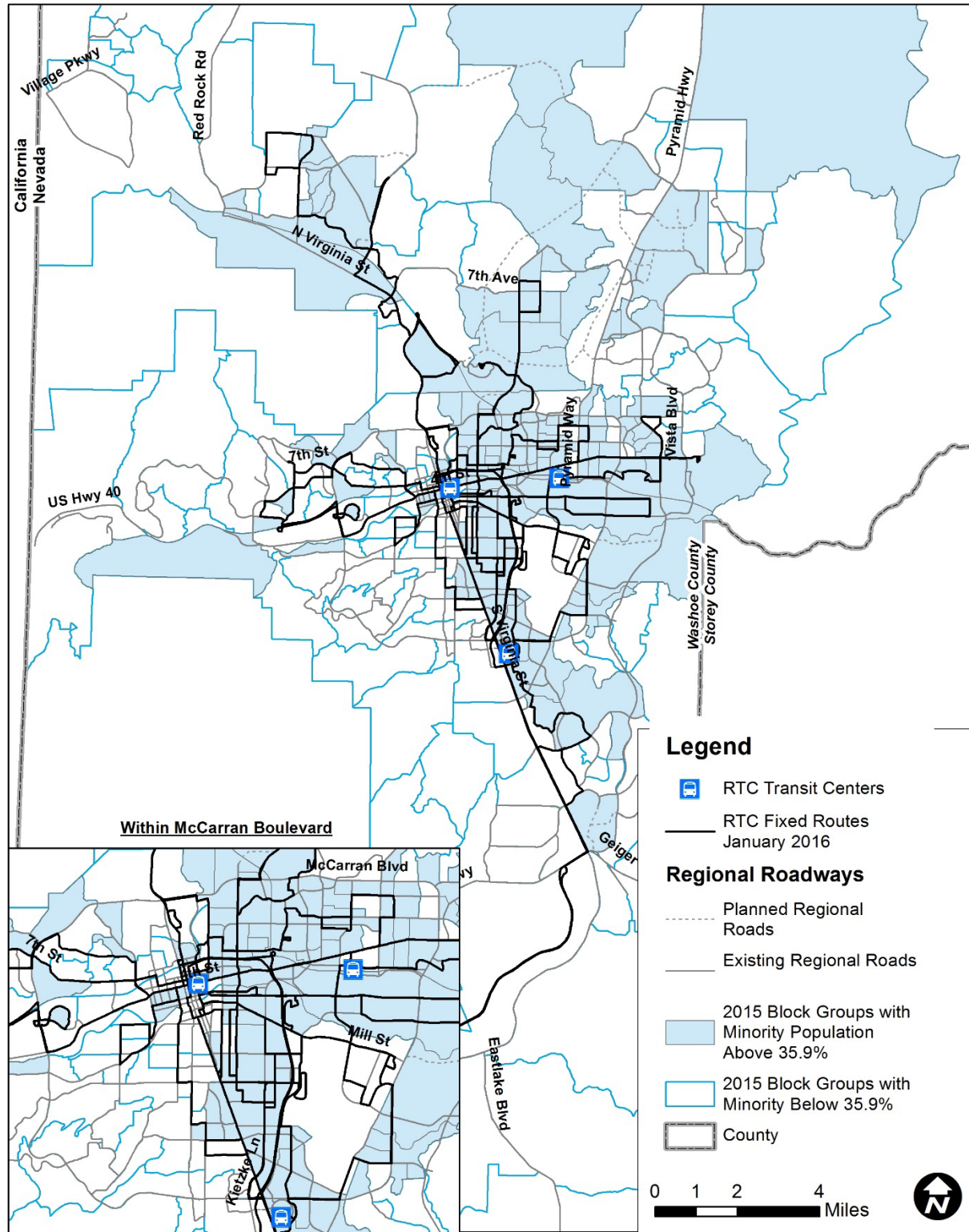


Figure 3: Measure of Impact of Villanova Construction on LEP Block Groups

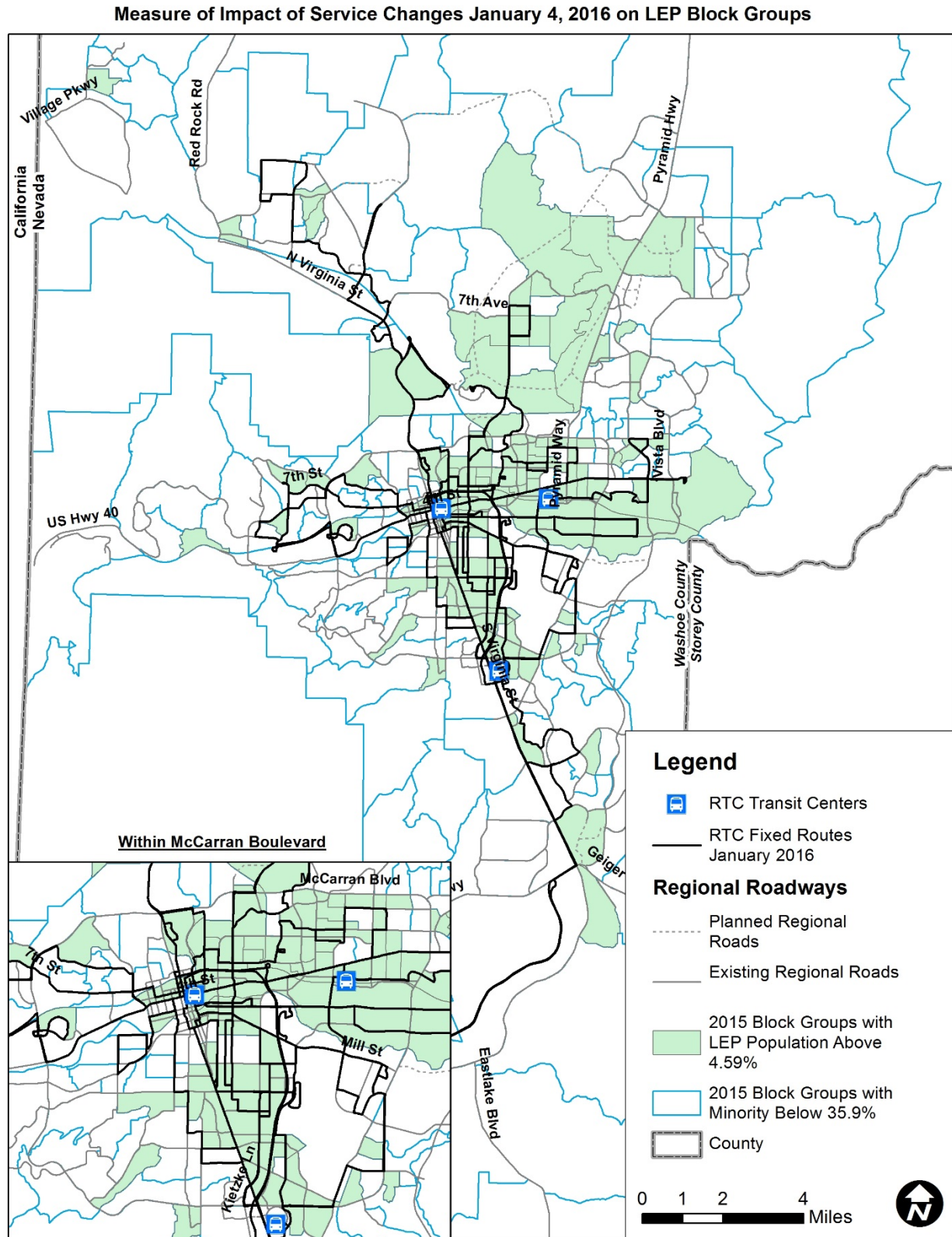
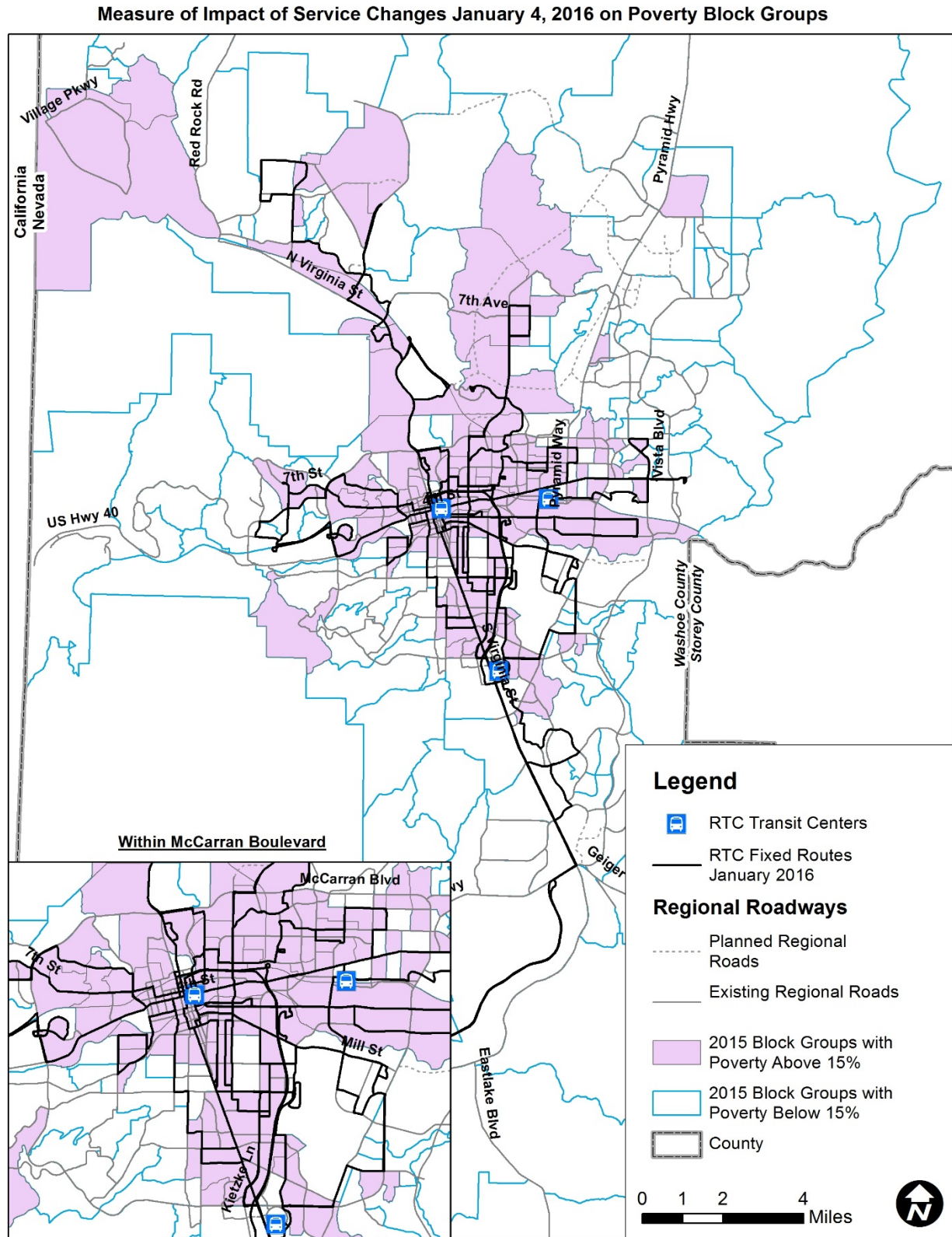


Figure 4: Measure of Impact of Villanova Construction on Low Income Block Groups



4. REQUIREMENT OF TRANSIT PROVIDERS

4.1. System-wide Service Standards

Service policies and standards are developed specifically for the RTC. They establish service and performance guidelines to be met as resources, and allow and detail the process to be used in evaluating existing and proposed service. Transit service guidelines are a set of general rules to be followed when existing transit service is modified or new service is established. Performance standards serve as the criteria for evaluating both existing and proposed transit service. These policies and standards are developed by the RTC with assistance from RTC RIDE management. Transit service policies and standards also ensure that proposed changes are equitable in all aspects of bus stop and route management.

4.1.1. Vehicle Load

The maximum passenger load should never exceed the safe or legal limit. Typically, load factors will not consistently exceed:

- 125% for peak-hour, peak-direction travel on radial and collector routes
- 100% on express routes
- 100% during midday
- 150% on individual trips

4.1.2. Vehicle Headway

Frequency of service should be no worse than the following:

- Primary Transit Network - The PTN runs at least every 15 minutes for at least 14 hours a day, with some service for at least 18 hours a day. Over time, PTN service should be improved to operate every 15 minutes or better for 18 hours a day. Figure 1 illustrates the PTN.
 - Primary Transit Network Candidate - Routes where PTN service is planned should have service every 30 minutes or better for at least 14 hours a day, and some service for at least 18 hours a day.
 - Coverage-Oriented Service - Runs at least every 60 minutes.
 - Owl Service - Should operate at 60-minute minimum headways, where provided.
 - Express Service - Should operate at 60-minute minimum headways during peak periods.
 - Headway Adjustments - The adjustment of headways is one method of bringing routes into compliance with service policies and standards.
1. Poorly performing coverage-oriented routes should be considered for reduced frequency, but not below 60 minutes.

2. Routes that exceed standards should be considered for more frequent service. In particular, PTN routes that exceed 125% of the average productivity of all PTN services should be considered for headways of 10 minutes.

4.1.3. On-Time Performance

A bus is considered on-time when there is no greater deviation from the schedule beyond 0-minutes early and no more than 5 minute late departure. RTC has a goal of 95% on-time performance.

On-time performance is measured automatically using Global Positioning System (GPS), assessing the timeliness of all services operated and logged into the Automated Vehicle Location (AVL) system.

On-time performance is monitored daily, but determinations regarding running time are based on at least one month of data. If a route is consistently performing poorly, then RTC will evaluate the cause of these delays. Factors such as unanticipated delays, operational issues or insufficient running time are common causes. Corrective measures are taken as soon as possible to ensure the on-time performance is within RTC's standards.

4.1.4. Service Availability Standards

RTC RIDE operates 26 routes designed around a radial-pulse system. On RTC RIDE's major routes, service typically begins by 5:00 am and extends past midnight. Routes 1, 11, and 21 provide 24-hour service, while Routes 6 and 18X run only during the weekday peak hours. RTC RIDE provides five types of fixed route service:

Radial Routes serve major passenger generators – Most of the RTC RIDE routes are radial routes originating at 4th Street Station in downtown Reno.

Collector Routes provide service between transfer points and outlying / - RTC RIDE operates five collector routes.

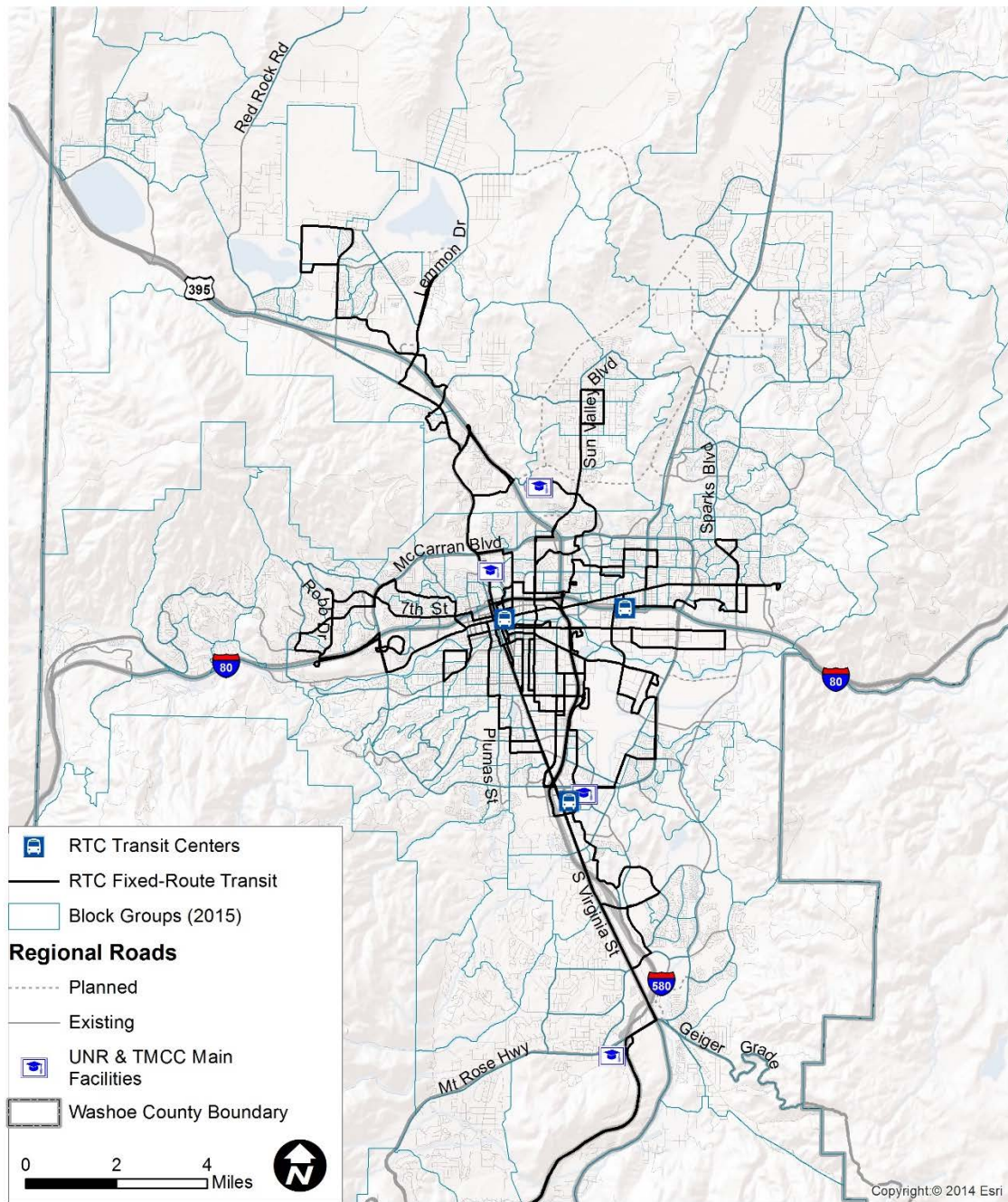
Special Temporary Service - provided to special or seasonal events or activities such as the Great Reno Balloon Race in September.

Circulator Service - operated under a separate brand called the Sierra Spirit.

Intercity Service – service between Reno and Carson City operated by RTC INTERCITY.

Map below illustrates the service area.

Figure 5: System-wide Route Map



4.2. System-Wide Service Policies

4.2.1. Vehicle Assignments

Vehicle distribution to all routes is first determined by the type of vehicle (articulated or 40 foot) to allocate to a route, as well as what vehicle would make the most sense from a fuel efficiency standpoint.

The RTC has set a plan for replacing all vehicles as close to the Federal eligibility requirement of 12 years or 500,000 miles. Once the new vehicles are accepted, they are then placed into normal rotation and are deployed to a route.

4.2.2. Transit Amenities

RTC plans to install transit amenities at every stop where there is room to safely install a bus shelter and/or bench. Shelters are being installed at stops based on ridership and space availability. Some stops that do meet the requirement for an amenity are often met with challenges of obtaining proper right of way. In an instance where a shelter is warranted, but the right of way is not available, RTC will evaluate other options. Such options can include possibly relocating a stop slightly to a location where right of way is available, if such relocation would not significantly impact the bus stop spacing.

4.2.3. Title VI Disparate Impact Policy

The FTA Circular 4702.1B requires that recipients of Federal Transit Administration funding prepare and submit service equity analyses for proposed major service changes or any fare change. The purpose of this policy is to establish a threshold which identifies when the adverse effects of a fare change or major service change, defined as 25% or greater addition or reduction in service, are borne disproportionately by minority populations. The Disparate Impact threshold is defined as follows: Should the impact of any major service change require a minority population to bear adverse effects (20% more or less than those adverse effects borne by the non-minority population), that impact will be considered a disparate impact. Should a proposed major service change result in disparate impact, RTC will consider modifying the proposed change to avoid, minimize or mitigate the disparate impact of the change. If RTC finds potential disparate impacts and then modifies the proposed changes in order to avoid, minimize or mitigate potential disparate impacts, RTC will reanalyze the proposed changes in order to determine whether the modification actually removed the potential disparate impacts of the changes.

4.2.4. Disproportionate Burden Policy

The FTA Circular 4702.1B requires that recipients of Federal Transit Administration funding prepare and submit service equity analyses for proposed major service changes or any fare

change. The purpose of this policy is to establish a threshold which identifies when the adverse effects of a fare change or major service change, defined as 25% or greater addition or reduction in service, or construction projects, are borne disproportionately by low-income populations. For purposes of this policy, low income population is defined as any readily identifiable group of households who are at or below 150% of the Department of Health and Human Services Poverty Guidelines. The disproportionate burden threshold is described as follows: Should the burden of any major service change require a low-income population to bear adverse effects (20% more than those adverse effects borne by the non-low-income population), that impact will be considered a disproportionate burden.

Should a proposed major service change result in a disproportionate burden, RTC will consider modifying the proposed change to avoid, minimize or mitigate the disproportionate burden of the change. If RTC finds a potential disproportionate burden and then modifies the proposed changes in order to avoid, minimize, or mitigate potential disparate impacts, RTC will reanalyze the proposed changes in order to determine whether the modifications actually removed the potential disproportionate burden of the changes.

4.3. Demographic Data

Most of RTC transit routes are designated as minority transit routes. The table and maps below summarize each route, the total route miles, route miles in minority population and the percentage of minority population. In addition, similar analysis was conducted for Limited English Proficiency (LEP) and Low-Income. For minority transit routes, the agency will follow its established Disparate Impact Policy and for Low Income will follow the established Disproportionate Burden Policy.

The RTC conducted an origin/destination survey in 2016 to update the demographic information and trip patterns in the region. The system has gone through many changes since the last survey in 2005, with the introduction of the new intercity route and Bus Rapid Transit (BRT) route, along with revisions to its regular fixed route transit services.

Table 4 presents the average trip rates broken down by demographic characteristic. The lowest trip rate of 0.93 trips per household per day is reported by respondents of African American ethnicity. The highest trip rate of 16.03 trips per household per day is found in respondents residing in households with four or more household members. This was followed by households having 3 or more workers with an average trip rate of 13.56 trips per day. The average trip rate per household is 5.86 trips per day. The average trip rate per person is 2.75 trips per day. In comparison, the overall average trip rate for the 2005 HHTS was 10.09 daily household trips.

Table 5 is a summary of trip statistics. Total trips include all household trips by all modes of travel. Auto trips include driver/passenger trips using household vehicles, carpool/vanpool, motorcycle, and rental car trips. Driver trips include household vehicle driver trips. Included in transit trips are private shuttle, RTC RIDE, RTC ACCESS, RTC INTERCITY, SIERRA SPIRIT, RTC RAPID, RTC VANPOOL, Amtrak, school bus, and other bus.

Table 6 compares the travel mode distribution for 2015-2016 and 2005; households reported a 1.1 percent increase in non-motorized travel since 2005. The 2015-2016 results also show a three percent decrease in private vehicle travel mode since the 2005 survey. In 2015-2016, households reported a nearly one percent increase in public transit travel mode since 2005.

In addition, the RTC has conducted many specific origin/destination surveys for certain routes at transit centers, along busy stops where a major routing change may take place or specific corridors based on long-range planning studies. These types of surveys are done routinely to assist the transit planning department in many scheduling aspects to gauge potential impacts of proposed changes that may include route changes, span of service changes or headway changes.

Table 4: Average Trip Rates by Demographic Characteristic (weighted)

Item	Trips per household/person per day – 2015-2016	Trips per household/person per day – 2005
Household	5.86	10.09
Person	2.75	4.08
Household size		
1	2.36	4.12
2	4.31	8.25
3	7.32	11.40
4+	13.08	18.68
Household vehicles		
0	3.01	5.18
1	3.99	7.74
2	7.00	11.68
3+	7.80	13.71
Household workers		
0	2.49	7.48
1	5.66	8.16
2	8.86	11.59
3+	11.07	13.74
Household income		
Less than \$25,000	3.93	6.19
\$25,000 to less than \$50,000	5.22	8.42
\$50,000 to less than \$75,000	7.08	11.33
\$75,000 or less than \$100,000	6.14	12.26
\$100,000 or more	8.25	13.78
Refused	3.74	N/A
Age		
<25 years old	2.49	3.46
25 – 34	2.62	4.66
35 – 44	3.72	4.65
45 – 54	3.12	4.85
55 – 64	2.89	4.04
65+	2.13	3.77
Hispanic Status		
Yes	2.77	N/A
No	2.74	N/A
Ethnicity		
White	2.83	N/A
African American	0.93	N/A
American Indian/Alaska Native	1.98	N/A
Asian	2.70	N/A
Native Hawaiian/Pacific	1.69	N/A
Other	2.65	N/A
Refused	2.56	N/A

Table 5: Key Household Travel Survey Trip Statistics (weighted and expanded)

	Total – 2015/201	Total – 2005
Total Household Trips	1,181,426	1,260,779
Total Household Auto Trips	1,022,150	1,122,111 (89%)
Total Household Driver Trips	762,585	N/A
Total Transit Trips ²	30,726	50,431 (4%)
Avg. Daily Household Trips per Household	5.86	10.09
Avg. Daily Person Trips (Per Person)	2.75	4.08
Avg. Daily Driver Trips Per Household	4.64	N/A
Avg. Daily Transit Trips per Household	.36	N/A
Avg. Trip Length (All Trips In minutes)	15	18
Avg. Trip Length (All Trips In miles)	6.85	3.6
Avg. Trip Length (In minutes, Home to Work Trips ¹)	18	20
Avg. Trip Length (In miles, Home to Work Trips ¹)	10.23	4.6
Avg. Vehicle Occupancy (private vehicle driver, passenger, carpool trips only)	1.74	N/A

¹Home to Work Trips include unlinked trips between home and work place.

²Transit trips in 2016 survey includes RTC RIDE, RTC ACCESS (paratransit services), RTC REGIONAL CONNECTOR, UNR MIDTOWN DIRECT, RTC RAPID, RTC VANPOOL, Amtrak, and Other Bus

Figure 6: Census Tracts Have a Minority Population of 35.47% or Greater

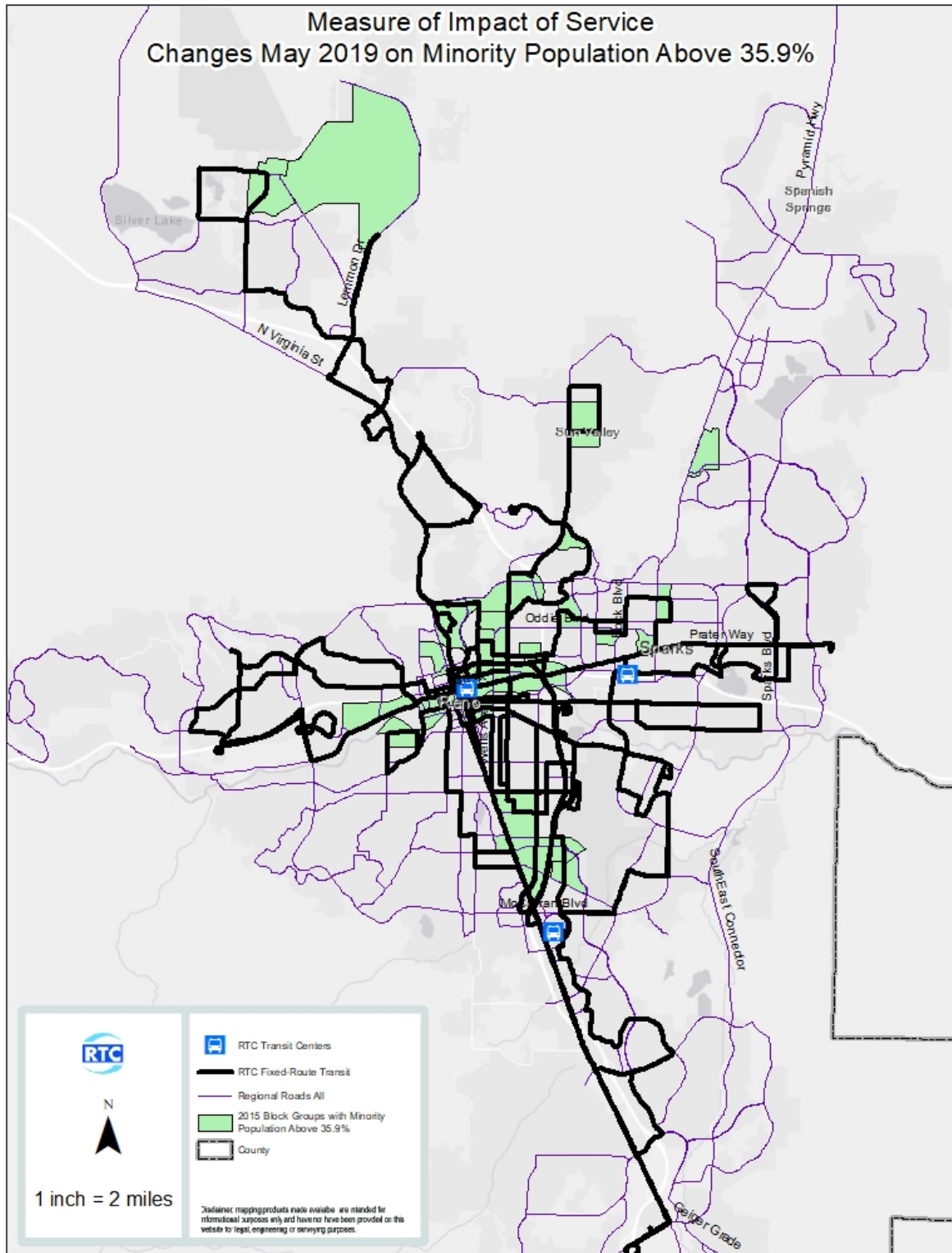
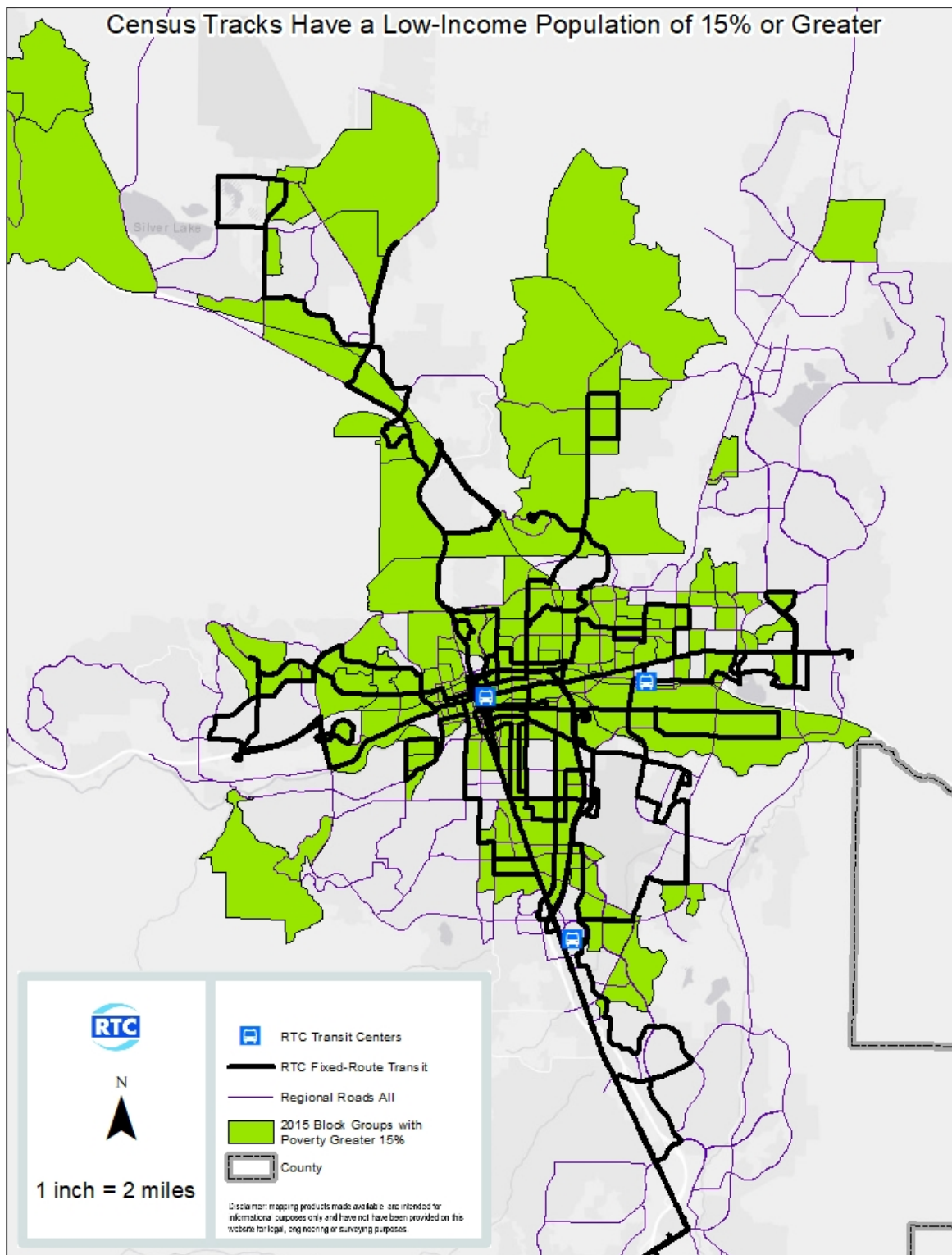


Figure 7: Census Tracts Have a Low-Income Population of 15% or Greater



Monitoring Transit Service

The RTC regularly monitors transit service to determine the level and quality of service provided to RTC passengers. To ensure that minority and low-income populations are receiving equitable service the RTC compared data from a number of sources. The first is an on-board customer survey conducted in February 2016. The second are the sections of the system wide service standards stated in Part II Section II of this document. These include: vehicle headway, distribution of transit amenities and aspects of service availability.

4.3.1. Vehicle Loads

At present, the RTC monitors vehicle loads primarily through on-board automated passenger counters (APCs). APCs include information regarding passenger boardings and alightings, stop locations, which allow load information to be gathered.

RTC may also receive information to indicate that capacity may be a recurring concern on a route or a particular trip. The information can include, but are not limited to, the following:

- Feedback from vehicle operators
- Feedback from contractor supervisors and management
- Customer comments, received through:
 - RTC's Customer Service (phone)
 - Online feedback
 - In-person

4.3.2. Vehicle Headways

The headways on minority and non-minority routes are equitable. The system average for the peak headway is 42 minutes. Minority routes are at 38 minutes while non-minority routes are 53 minutes. During off peak hours the system average is 57 minutes. Non-minority routes are close to this average at 56 minutes and non-minority routes are at 60 minutes.

4.3.3. On-Time Performance

RTC measures on-time performance by using a 5 minute standard of 95% for all routes. On-Time Performance is measured automatically using GPS, assessing the timeliness of all service operated and logged into the Automated Vehicle Locator (AVL) system.

4.3.4. Service Availability for Minority and Non-Minority Residents

The routes located in minority or low-income area run longer than in non-minority areas. For example Routes 1, 2, 5, 9, 11, 14 and 21 run well into the morning hours. Also the minority routes tend to provide more service throughout the day. This is largely based on the demand

for service in these areas. Based on these hours of service it is determined that minority and low-income bus routes do not differ negatively from the non-minority and low-income routes.

4.3.5. Vehicle Assignments

Buses will be assigned to bus routes in such a way that the average age of the buses serving any major geographic area of the community will not vary from the system average by more than 40%.

4.4. Evaluating Service and Fare Changes

The analyses in this section are taken from internal memoranda developed to determine whether the proposed changes will have a disparate impact on the basis of race, color, or national origin and how best to minimize any such impacts. The RTC also conducts numerous public outreach events and public hearings for any proposed major service change or fare policy change. The RTC Board of Commissioners' approvals are sought for all major fare or services changes before they could be implemented.

Based on the latest FTA guidance in Circular 4702.1B, the RTC will continue to ensure that Title VI analyses are conducted, and its findings are approved by its Board of Commissioners, for all major fare and service changes recommended in the future.

Methodology

1. Get the population near a route, including its low income and minority percentage.
 - For each route, build a shape that represents the area within quarter mile of any of its stops.
 - Intersect the catchment area with 2009-2013 ACS Census data. Get a list of block groups and the percentage overlap with each.
 - For each block group, take the percentage of overlap and multiply it by the block group's statistics.
 - Get the population, minority population, and low income population for each group and sum them together. This is the total population a route could serve.
2. Compare the number of people-trips, before and after.
 - Multiply the population near a route times the number of trips it makes (per year) to get "people-trips".
 - Repeat for low-income and minority populations to get "low income people-trips" and "minority people trips".
 - Compare these numbers between the before and after versions of the route, to get a set of people-trip differences. We match before and after using routes that have the same name.

3. Get the total difference in people-trips across the transit system.

- Repeat the process above for every route in the transit system.
- Sum together the difference in people trips. This will return three numbers: total difference in people-trips, total difference in low-income people-trips, and total difference in minority people trips.

4. Calculate the change borne by low-income and minority populations.

- Divide the total difference in low-income people trips by the total difference in people-trips to get the percentage of change borne by those with low incomes.
- Repeat for minority people-trips.

5. Compare the percentage change to the average in the service area.

- Calculate the average percentage of low-income and minority populations across the entire service area.
- Subtract from the change borne by those populations.

Get two final numbers: the delta between the impact this set of transit changes had on low income and minority populations compared to any average change

Map and analysis of service changes are listed in Appendix D.

4.4.1. September 3, 2017 Service Change

Service change included:

- Discontinue mid-day peak service on Route 14 (East Mill Street) and reallocate hours to Route 13 (VA Hospital/Grove);
- Eliminate Route 18X (Glendale/Greg) and reallocate hours to Route 13;
- Increase the frequency on Route 13 from every 60 minutes to 30 minutes from 8:00 am to 4:30 pm, weekdays with reallocated hours from Route 14 and Route 18X noted above;
- Move the morning peak (6:47 am to 10:25 am) 15-minute service on Route 2S (Ninth/Silverada/Centennial Plaza) to later in the day (10:00 am to 5:30 pm) to better meet the needs of seniors on this heavily used route;
- Disconnect the Route 7 (Stead), 9 (Kietzke), and 12 (Terminal/Neil) interline and reconnect Routes 1 (South Virginia) and 7 and Routes 9 and 12.

Findings

RTC's policy thresholds for Disparate Impact and Disproportionate Burden is 20%.

Based on the Remix analysis for RTC's system, the change in Low Income is 0.8% and Minority is 2.2%. Both fall under the 20% threshold.

4.4.2. January 27, 2018

Service change included:

- Reduce the frequency on Virginia-Line RAPID from 10-minutes to 12-minutes.
- Reduce the frequency on Route 6 headways from 30-minutes to 60-minutes.
- Increase the revenue hours and miles travelled on Route 7 and Route 12 due to small operational changes.
- Implement temporary detour on Route 9 along Kietzke instead of the Vassar, Harvard and Grove/Linden loop.
- Reduce the frequency on Route 14 from 30-minutes to 60-minutes.

Findings

RTC's policy thresholds for Disparate Impact and Disproportionate Burden is 20%. Based on the Remix analysis for RTC's system, the change in Low Income is 29.9% and Minority is 55.0%.

4.4.3. October 5, 2018 Service Change

Service change included:

- System-wide weekday timetable adjustments – Adjusting route schedules to more accurately reflect the actual operating time between time-points on weekdays. This effort has not been performed for several years. New software capabilities allow RTC to analyze each route in much greater detail and much faster than previously possible. Increased traffic congestion and changing traffic patterns and passenger loads have resulted in schedules that are no longer accurate. These changes could affect almost every route operated.
- Lincoln Line Implementation – The all-electric BRT project connects downtown Reno and downtown Sparks with enhanced bus rapid transit service. The project covers 3.1 miles between the RTC 4TH STREET STATION transfer terminal in downtown Reno and the RTC CENTENNIAL PLAZA transfer terminal in downtown Sparks. The Lincoln Line will operate four electric buses on 10-minute headways.
- Reduce Route 11 Frequency – Route 11 currently operates every 15 minutes between RTC 4TH STREET STATION and RTC CENTENNIAL PLAZA. With implementation of the Lincoln Line this local service will be reduced to 30 minute headways to become the underlining local service along the 4th and Prater corridor qualify for a major service change.

Findings

The change in the Disparate and Disproportionate populations in an increase in service with the introduction of the Lincoln Line; however, with the implementation of the Lincoln Line, Route 11 service will be reduced from the current 15-minute service to 30-minute service. This results in a positive change for the Lincoln Line of 14.2% and 8.4% respectively. Although, Route 11 is a negative impact due to the loss of service resulting in change for each category of 14.5% and 7.2%. This results in a difference of -0.3% and 1.2% respectively. The other service change is a simple change in run-times and adding back the few trips that were lost during the re-interline of service in September 2017.

4.4.4. May 4, 2019 Service Change

Service change included:

- System wide weekend segment run-time up affecting all schedules, discontinuing certain stops as time-points due to distance between either the prior time-point or the next; changed the how vehicles interline from one route to the next, moved time-points on a couple of routes to locations that would increase safety to the bus and passengers, and discontinued one early morning outbound trip with a potential weekly ridership of one passenger.

Findings

These changes had the effect of changing by increasing the impact to the low-income population by 5% and lowering the impact to the minority population by 7%. Based on these values and RTC's policies as follows:

- Disparate Impact Policy: 25% or greater (increase or decrease) change of fare or service, change is overall service hours is -0.95% and for the affect route, Route 4, the percent change is 1.00% this service change, thus does not qualify as a major service change. Furthermore, the percent change of 5% is less than RTC's policy of 20% for a service change.
- Disproportionate Burden Policy: 25% or greater (increase or decrease) change of fare or service, as stated above, the change is significantly less than 25% and the negative 7% is less than RTC's 20% policy threshold, therefore does not qualify as a major service change.

4.4.5. October 5, 2018 Fare Change

Fare modifications include:

- Lower the cost of the 7-day pass to be same price per day as a 31-day pass;
- Replace 24-hour pass with a day pass and eliminate transfers with single ride fares;
- Discontinue special 31 day disabled pass;
- Elimination of the 10-ride pass;

- Reduce age or senior fare eligibility;
- Increase the ACCESS ID on RIDE cash fare from \$0.50 to \$0.75 and decrease the disabled cash fare from \$1.00 to \$0.75; and
- Provide certain discounts for Veterans.

5. GUIDANCE FOR METROPOLITAN PLANNING ORGANIZATIONS

5.1. Guidance on Conducting Metropolitan Transportation Planning

- A. The demographic profile of RTC RIDE’s service area is included in Part II Section I “Demographic Data”.
- B. The RTC understands that low income and minority populations have specific needs when it comes to transportation. As reflected in this report, the RTC’s highest ridership routes are generally minority and low income routes. In many cases, public transportation is the only transportation available for this population to get to work, school and other activities. The December 2008 on-board survey showed that 46% of riders have no working vehicle available to them.

The RTC works hard to provide the public with routes that are on time and reliable. Also, there is a large emphasis placed on the installation of transit amenities such as shelters, benches and trash cans. These amenities make riding the bus more pleasant for passengers. As indicated in this report many of these amenities are located on minority and low-income routes. This is largely a result of high ridership on these routes. Based on the analysis of this report it has been determined that minority and low-income populations are well served by the bus routes. However, there is always room for improvement and the RTC will continue to monitor routes to ensure that they are serving the needs of minority and low income populations.

- C. Different socioeconomic groups face different challenges in many aspects of life. In regard to public transportation the primary burden facing minority or low income populations are that they are more likely to be dependent on the transit system than the remainder of the population. For example, if a minority or low income person is running late for work, he or she may not have the ability to drive a car to work that day instead of taking the bus.

This burden has large implications for the transit system. In order to balance the difference in burdens between socioeconomic groups, the RTC must provide reliable, on time service to our passengers so they are able to get to work, school and social activities without fear of being late. It is important to make the ride as pleasant and positive as possible. Passenger amenities, such as shelters and benches, play a large role in making the wait for the bus more appealing. Friendly drivers and clean, reliable buses also make the ride more enjoyable for passengers.

Another burden that can impact low income and minority populations more than the remainder of the population are fare and service changes. This relates back to the population's reliance on public transportation. Many people do not have transportation options other than taking the bus and may have more limited resources when paying for a fare. Therefore, it is important that the RTC focuses on public input and spends time analyzing the impacts of fare and service changes for the minority and low income populations. As described in this report any major service or fare change goes through thorough analysis before it is implemented. These changes are sometimes needed to best utilize the available resources and benefit the most passengers.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 17, 2020

AGENDA ITEM 3.7

TO: Regional Transportation Commission

FROM: Amy Cummings, AICP, LEED AP
Deputy Executive Director/Director
of Planning



Bill Thomas, AICP
Executive Director

SUBJECT: RTC Planning Department Report

RECOMMENDATION

Acknowledge receipt of the monthly Planning Activity Report.

PLANNING STUDIES

Eagle Canyon Extension Alignment Alternatives and Planning and Environmental Linkages (PEL) Study

The purpose of the study is to enhance mobility and connectivity between the growing communities of Spanish Springs and Lemmon Valley and to facilitate safe and equitable access to economic and recreational opportunities while preserving the character and heritage of the area. Goals of the study include evaluation of traffic operations and safety on the existing Eagle Canyon Drive, development of a Planning and Environmental Linkages (PEL) checklist to assist with the environmental process during future project development, and to identify a preferred alignment for the proposed new roadway. The project team has begun drafting a report and is evaluating feedback from the project Technical Advisory Committee (TAC) regarding a preferred roadway alignment(s). It is anticipated that the TAC will meet in late July to narrow down the range of potential alignment alternatives.

Bicycle and Pedestrian Planning

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

- The RTC continues to partner with the Truckee Meadows Bicycle Alliance (TMBA). This week TMBA announced that Bike Month normally celebrated in May nationally and locally, has been postponed until September 2020. Details will be shared as they are available. TMBA has created a BINGO card to encourage safe bicycling during the month of May to celebrate Bike Month. Details can be found at www.bikewashoe.org.

Vision Zero Truckee Meadows

- Agendas and minutes are posted on www.visionzerotruckeemeadows.com.
- The task force has been translating outreach materials into Spanish and this partnership is in collaboration with REMSA and the Office of Traffic Safety.
- July 8, 2020, the Vision Zero Truckee Meadows task force is holding a special meeting to discuss potential safety improvement projects and corridors to be considered in the 2050 Regional Transportation Plan update. During this discussion the task force will also discuss school safety improvements on regional roadways.

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 – 11
- City of Sparks – 0

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 June 19 - July 17:

June 16	2050 Regional Transportation Plan Alternatives Development Virtual Community Presentation and Survey Launched
June 17	NV Health Response Statewide Meeting - COVID-19 Response Outreach
June 18	Regional Information Center Meeting - COVID-19 Response Outreach
June 22	NV Health Response Statewide Meeting - COVID-19 Response Outreach
June 25	Regional Information Center Meeting - COVID-19 Response Outreach
July 1	RTC Technical Advisory Committee (TAC) Meeting
July 1	RTC Citizens Multimodal Advisory Committee (CMAC) Meeting
July 1	NV Health Response Statewide Meeting - COVID-19 Response Outreach
July 2	Regional Information Center Meeting - COVID-19 Response Outreach
July 8	NV Health Response Statewide Meeting - COVID-19 Response Outreach
July 9	Regional Information Center Meeting - COVID-19 Response Outreach
July 15	NV Health Response Statewide Meeting - COVID-19 Response Outreach
July 16	Regional Information Center Meeting - COVID-19 Response Outreach

Media Relations & Social Media

The RTC issued six news releases and participated in seven media interviews on various topics, including the Virginia Street Project and reopening Virginia Street to two-way traffic up to the Center St./Mary St. roundabout, RTC transit services operating on a Sunday schedule for the Fourth of July, Virginia Street roadway closures for construction activities, the RTC's community

survey and virtual community presentation for the 2050 Regional Transportation Plan, METRO Magazine's feature on PROTERRA electric buses, the Sun Valley Blvd. Project beginning the construction phase, Reno Restaurant week and the importance of supporting Midtown businesses, COVID-19 safety precautions and RTC administrative offices gradually reopening to staff, and more.

Social media was used to promote RTC's Road Ahead segments, sharing COVID-19 safety information and mask/face covering information per the Governor's directive, Virginia Street Project construction updates, Sun Valley construction information, the 2050 Regional Transportation Plan, Junteenth, the RTC Board meeting and more.

Social media metrics for the month of June: 33,530 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 encouraging passengers to #RIDESafelyWithRTC, the Sun Valley Blvd. Project, the Lakeside Drive Project, and the 2050 Regional Transportation Plan virtual community presentation.

COORDINATION WITH PARTNER AGENCIES

Truckee Meadows Regional Planning Agency (TMRPA)

The RTC continues to have coordination meetings with staff from the TMRPA as the agencies progress with the Shared Work Program. Areas for collaboration include population and employment forecasts, the Regional Plan update, affordable housing studies, and analysis of demographic and socioeconomic issues.

Nevada Department of Transportation (NDOT)

The RTC continues to have coordination meetings with staff from NDOT. Areas for collaboration include development of local public agency agreements between NDOT and RTC, maintenance of the regional travel demand model, bicycle and pedestrian improvements, transportation alternatives projects, coordination regarding funding and the State Transportation Improvement Program, One Nevada statewide plan, the I-80 and US 395 widening and improvements to the Spaghetti Bowl, and other ongoing transportation studies.

Statewide Transportation Planning

RTC meets monthly with staff from NDOT, the Federal Highway Administration (FHWA), RTC of Southern Nevada, Tahoe Regional Planning Agency, Tahoe Transportation District and the Carson Area Metropolitan Planning Organization to discuss statewide transportation planning issues. Other topics addressed include statewide data for performance measures analysis, comments on proposed rulemaking, and reauthorization of federal transportation legislation.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 17, 2020

AGENDA ITEM 3.8

TO: Regional Transportation Commission

FROM: Amy Cummings, AICP/LEED AP
Director of Planning, Deputy
Executive Director



Bill Thomas, AICP
Executive Director

SUBJECT: Revisions to the Technical Advisory Committee Statement of Purpose, Objectives, and Procedures; and Policies Governing the Citizens Multimodal Advisory Committee

RECOMMENDATION

Approve the proposed revisions to both the RTC Technical Advisory Committee (TAC) Statement of Purpose, Objectives, and Procedures; and Policies Governing the Citizens Multimodal Advisory Committee (CMAC).

SUMMARY

A request was made by some TAC members to change the regularly scheduled meeting date for the Committee, as there exists a potential conflict with the present Reno City Council meeting schedule. It was determined that changing the TAC meeting date to 9:00 a.m. on the first Thursday of the month would not result in a recurring conflict for any of the TAC members. A change to the RTC TAC Statement of Purpose, Objectives, and Procedures, also known as the “Policies” document, is required to formalize the proposed meeting date. In addition to the meeting date change, staff is proposing other changes to the document in an effort to make it more relevant to current TAC operations. This prompted a similar staff review of the Policies Governing the CMAC, as it had been about the same amount of time since this document was last updated.

FISCAL IMPACT

There is no fiscal impact related to this action.

PREVIOUS ACTIONS BY BOARD

July 20, 2017 Board approved changes to the TAC Statement of Purpose, Objectives, and Procedures; and Policies Governing the CMAC

ADDITIONAL BACKGROUND

The RTC is committed to community participation in all of its programs. As a part of this community participation, citizen and governmental advisory committees meet monthly to give the RTC input on current issues. The Technical Advisory Committee (TAC) is composed of 14 representatives from:

- Planning and Public Works Departments from Reno, Sparks and Washoe County
- Truckee Meadows Regional Planning Agency
- Nevada Department of Transportation
- Reno-Tahoe Airport Authority
- Federal Highway Administration–Nevada Division (Ex officio)
- Washoe County District Health Department/Air Quality Management Division
- Washoe County School District
- Reno-Sparks Indian Colony

The CMAC membership is composed of 15 members of the following, to the extent possible: 4 RTC RIDE users; 2 RTC ACCESS users; 4 bicycle and pedestrian representatives; 5 general multimodal transportation users.

ADVISORY COMMITTEE(S) RECOMMENDATION

Both the TAC and CMAC met on July 1, 2020, and recommended approval of the proposed changes to their respective policy documents. The attached drafts include revisions proposed by TAC members during the meeting.

Attachments

**Regional Transportation Commission
TECHNICAL ADVISORY COMMITTEE**

**STATEMENT OF PURPOSE, OBJECTIVES, AND PROCEDURES
(Effective August ~~2017~~2020)**

I. STATEMENT OF PURPOSE

The purpose of the Regional Transportation Commission Technical Advisory Committee (TAC) is to provide recommendations to the Regional Transportation Commission on policy and issues and projects relative to public transportation, the regional street and highway system, pedestrian and bicycle facilities, and multimodal transportation planning within Washoe County. The TAC provides a forum for integrated regional transportation planning. The Technical Advisory Committee will address transportation issues and questions developed in the process of planning, evaluating, and implementing regional transportation improvements.

II. OBJECTIVES

1. Provide review and comment on the development of a comprehensive, coordinated, and continuing planning process for the transportation system within Washoe County including, but not limited to, the Unified Planning Work Program (UPWP).
2. Provide review and comment on regional transportation planning documents including, but not limited to, the Regional Transportation Plan ~~(currently incorporated in the Truckee Meadows Regional Plan)~~, Regional Transportation Improvement Program (RTIP), the Short Range Transit Plan (S RTP), and transportation ~~components of regional air quality plans~~area and corridor studies.
3. Provide review and comment on regional transportation planning and development issues raised by the Regional Transportation Commission and/or local governments within Washoe County.
4. Provide review and comment on the prioritization and proposed expenditure of funds for regional transportation projects including gas tax and Federal Aid-funded projects. Prioritization will be based upon a number of criteria including evaluation of air quality impacts.

III. PROCEDURES

1. Technical Advisory Committee meetings will be scheduled monthly, although they will be held on an as-needed basis. A special TAC meeting may be called at other times to address important or time sensitive issues. The regular meetings shall be held at 9:00 a.m. on the first ~~Wednesday~~ Thursday of each month.

2. Committee membership shall consist of 14 members, 13 voting members and 1 non-voting member, with 7 members constituting a quorum. Technical Advisory Committee membership is comprised of the following individuals or their designated representatives:
 - A. Engineering and Capital Projects Division Director, Washoe County Community Services Department
 - B. Planning and Development Division Director, Washoe County Community Services Department
 - C. Director, City of Reno Public Works
 - D. Director, City of Reno Community Development
 - E. City Engineer, City of Sparks
 - F. City Planner, City of Sparks
 - G. Assistant Director, Nevada Department of Transportation
 - H. Planning & Research Program Manager, Federal Highway Administration (Non-voting member)
 - I. Director, Reno-Tahoe Airport Authority
 - J. District II Engineer, Nevada Department of Transportation
 - K. Director, Washoe County Health District – Air Quality Management Division
 - L. Director, Truckee Meadows Regional Planning Agency
 - M. Chief Facilities Management Officer, Washoe County School District
 - N. Director, Reno-Sparks Indian Colony Planning Department
3. The Chair of the Technical Advisory Committee shall be elected from the three local governments on a rotating basis. The Vice Chair shall become the next Chair. Elections shall occur in July of each year.

The term of office for Chair and Vice Chair shall be one year, effective after elections occur.

4. The RTC ~~Planning~~ Director of Planning and/or his or her designee shall attend all Technical Advisory Committee meetings. The RTC ~~Engineering~~ Director Team shall review all Technical Advisory Committee meeting agendas and shall attend meetings as necessary. RTC shall provide secretarial and staff support to the Committee.
5. Agendas and supporting materials will be mailed or delivered monthly to Committee members no later than the Friday before each meeting.
6. The TAC may periodically send representatives to the Commission and other advisory committees.

**POLICIES GOVERNING
THE
CITIZENS MULTIMODAL ADVISORY COMMITTEE**

August ~~2017~~2020

1. The Citizens Multimodal Advisory Committee (CMAC) will provide input to the Regional Transportation Commission on policy issues relative to public transportation, the regional street and highway system, pedestrian and bicycle facilities, and multimodal transportation planning. Members of the CMAC are encouraged to attend special public meetings pertaining to the plans, policies, and programs of the Regional Transportation Commission to assist in the deliberation and expression of public input on these matters.
2. The Committee shall meet monthly on the first Wednesday at 5:30 p.m. Meetings will generally last one and one-half hours but may be extended as appropriate. Interim meetings shall be called as necessary.
3. The Committee membership shall be limited to 15 members with 8 members constituting a quorum. Membership will be comprised to the extent possible of the following:
 - Four individuals who use RTC RIDE
 - Two individuals who use RTC ACCESS
 - Four individuals who represent bicycle/pedestrian
 - Five individuals who represent general multimodal transportation

Committee alternates will be appointed for each of the four categories to the extent possible to ensure continuity of membership and maintenance of a quorum as vacancies occur. As alternates, they will be offered the first opportunity to fill any opening on the committee for the category in which they were selected as an alternate.

4. The RTC will advertise for potential members ~~in local newspapers and on public transportation vehicles when a vacancy occurs~~using traditional and social media outlets when there is a need to recruit new regular and/or alternate members. The RTC Board will appoint the members based on the criteria in #3 above and attempting to ensure geographical representation within the region.
5. The members of the Committee shall serve no more than two consecutive three-year terms, but will continue to serve at the pleasure of the RTC Board until they are reappointed or replaced. The terms shall be staggered with 5 appointments made annually at the June RTC meeting. Terms will begin in July. Partial terms served by members of the Committee prior to their first full term shall not be counted as part of their two consecutive three-year term

limit.

6. Membership on other RTC committees shall not be prohibited. ~~Priority during recruitment will be given to individuals not currently serving on another RTC advisory committee.~~
7. If a member has three absences within a 12-month period, that member may be replaced at ~~the Commission~~ RTC staff's discretion.
8. Elections for Chair and Vice-Chair will be held annually at the July meeting. The Chair shall not serve two consecutive terms.
9. The ~~Commission~~ RTC staff shall provide secretarial and staff support to the Committee.
10. Agendas and supporting material will be electronically mailed monthly to Committee members no later than the Friday before each meeting. Hard copies of meeting materials will be provided upon member request.
11. The CMAC may periodically send representatives to the RTC Board meetings and other RTC advisory committees.

**REGIONAL TRANSPORTATION COMMISSION**

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 17, 2020

AGENDA ITEM 3.9**TO:** Regional Transportation Commission**FROM:** Stephanie Haddock, CGFM
Director of Finance/CFOBill Thomas, AICP
Executive Director**SUBJECT: RTC Procurement Activity Report****RECOMMENDATION**

Acknowledge receipt of the monthly Procurement Activity Report.

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
RTC 20-19 – CNG Compressor Installation	July 7, 2020
PWP-WA-2020-070 – TE Spot 9 Package 1	July 15, 2020

REPORT ON BID 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
TE Spot 9 Package 2	Titan Electrical Contractors	6/25/2020	\$1,795,340

CHANGE ORDERS AND AMENDMENTS WITHIN EXECUTIVE DIRECTOR'S AUTHORITY

Project	Contractor	Approval Date	Change Order Number	Change Order Amount	Revised Total Contract Amount
TE Spot 9 Package 2	Kimley-Horn & Associates	6/19/2020	1	\$14,605	\$288,323



REGIONAL TRANSPORTATION COMMISSION

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July 17, 2020

AGENDA ITEM 3.10

TO: Regional Transportation Commission

FROM: Stephanie Haddock, CGFM
Director of Finance/CFO

Bill Thomas, AICP
Executive Director

SUBJECT: Asset Donations – Quarterly Update

RECOMMENDATION

Acknowledge receipt of the Asset Donation Log for the first and second quarters of calendar year 2020.

SUMMARY

The Board has requested that it be notified quarterly of any asset donations. The attached document outlines last quarters' donations made to charity or other government agencies. Staff feels that the donation process is appropriate and that there is a benefit to the community. This quarter's donations were made to Reno Host Lions Club and Computer Corp.

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 Corp is a non-profit organization dedicated to providing access to computer technology and skills training for under-served families, while eliminating electronic waste from our nation's landfills. Computer Corp accepts donations of used computer equipment and accessories for training and to refurbish, making them available to low-income families, challenged individuals, displaced workers, seniors, and military families at little or no cost.

FISCAL IMPACT

There is no cost in connection with this agenda item.

PREVIOUS ACTIONS BY BOARD

The Commission amended RTC Management Policy P-58 in October, 2018, to allow for donation of unusable or obsolete assets. The Commission directed staff to present a quarterly list of all donations.

ADDITIONAL BACKGROUND

The RTC has historically disposed of assets that have met their useful life and no longer have value through public auction. In previous auctions, RTC provided substantial amounts of items and received almost no value back. Not only did RTC not receive any value, but the community also lost the opportunity to use the items, as the items that were not purchased were destroyed. In addition, RTC incurred significant staff time costs and encountered storage limitations in utilizing the auction process.

ASSET DONATION LOG - JANUARY - JUNE 2020

Qty	Item Description	Donated To	Reason for Disposal	Year Purchased
	WORKSTATION			
8	DELL OPTIPLEX 9020	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	DELL OPTIPLEX 7010	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	DELL OPTIPLEX 990	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	DELL OPTIPLEX 9010	RENO HOST LIONS CLUB	OBSOLETE	(1)
	LAPTOP			
2	CAPPUCCINO	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	DELL LATITUDE E6440	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	DELL LATITUDE D5520	RENO HOST LIONS CLUB	OBSOLETE	(1)
1	DELL LATITUDE C6330	COMPUTER CORP	OBSOLETE	(1)
3	DELL LATITUDE E6440	COMPUTER CORP	OBSOLETE	(1)
7	CAPPUCCINO COMPUTERS	COMPUTER CORP	OBSOLETE	(1)
	SERVERS			
9	HP PROLIANT BL 460C G6	COMPUTER CORP	OBSOLETE	(1)
2	HP PROLIANT BL 465C G7	COMPUTER CORP	OBSOLETE	(1)
1	HP PROLIANT BL 420CG5	COMPUTER CORP	OBSOLETE	(1)
1	HP PROLIANT BL280C G6	COMPUTER CORP	OBSOLETE	(1)
1	DELL POWEREDGE R310	COMPUTER CORP	OBSOLETE	(1)
1	HP C-CLASS BLADE ENCLOSURE C7000	COMPUTER CORP	OBSOLETE	(1)
2	HP STORAGEWORKS MSA2342	COMPUTER CORP	OBSOLETE	(1)
	PRINTER			
1	HP LASER JET 4100TN	COMPUTER CORP	OBSOLETE	(1)
	OTHER			
1	INFOCUS PROJECTOR IN15	COMPUTER CORP	OBSOLETE	(1)
1	OASYSRTC INTER CORP	COMPUTER CORP	OBSOLETE	(1)
1	HP SAN SWITCH 8/24	COMPUTER CORP	OBSOLETE	(1)
1	HP SAN SWITCH 8/8	COMPUTER CORP	OBSOLETE	(1)
1	INFOCUS PROJECTOR IN3124	COMPUTER CORP	OBSOLETE	(1)
1	EPSON PROJECTOR POWERLITE 765C	COMPUTER CORP	OBSOLETE	(1)
1	PROXIMA PROJECTOR DP1200X	COMPUTER CORP	OBSOLETE	(1)
8	DELL MONITORS	COMPUTER CORP	OBSOLETE	(1)
LOT	MISC HARDWARE - CABLES, KEYBOARDS	COMPUTER CORP	OBSOLETE	(1)
LOT	UPS BATTERIES, DELL MONITOR STANDS	COMPUTER CORP	OBSOLETE	(1)
LOT	DELL SERVER RAILS	COMPUTER CORP	OBSOLETE	(1)
4	PRINTER TONER CARTRIDGES	COMPUTER CORP	OBSOLETE	(1)
2	MICROPHONES	COMPUTER CORP	OBSOLETE	(1)
1	SHORTEL 460 PHONE	COMPUTER CORP	OBSOLETE	(1)
1	SET OF SPEAKERS	COMPUTER CORP	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

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July 17, 2020

AGENDA ITEM 3.11

TO: Regional Transportation Commission

FROM:

Bill Thomas, AICP
Executive Director

SUBJECT: RTC Agency Goals for Fiscal Year 2021

RECOMMENDATION

Approve the Fiscal Year 2021 RTC Agency Goals and/or provide direction accordingly.

SUMMARY

In accordance with RTC's Personnel Rule 5.7 (Salary Adjustments and Pay-for-Performance), the Commissioners will set agency performance goals at or near the beginning of each fiscal year.

FISCAL IMPACT

Funding has been included in the RTC FY 2021 Board approved budget.

PREVIOUS ACTIONS BY BOARD

May 20, 2019 Approved RTC Agency goals.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachment



FY 2021 AGENCY GOALS

- 1) Improve ADA accessibility
 - a) Implement second phase of improvements to RTC facilities including bus stop improvements
- 2) Continue safety emphasis
 - a) Vision Zero/ Driver & pedestrian education and Safe Routes to School programs
 - b) Review of roadway/safety improvements
- 3) Apply for discretionary grants to support RTC priorities
- 4) Project Development
 - a) Complete Virginia Street and open RAPID Extension to UNR
 - b) Design/Construct Annual Pavement Preservation & Rehabilitation Program
 - c) Complete Lemmon Drive project Segment 1 design and Segment 2 alternatives analysis and preliminary design
 - d) Transfer Veterans Parkway (Southeast Connector) to local government entities
 - e) Initiate construction Oddie/Wells multimodal projects
 - f) Complete Arlington Bridges alternatives analysis
 - g) Construct Package 2 ADA Access Transit & Pedestrian Connectivity project
 - h) Advance preliminary engineering and DEPA on Sparks Blvd Widening Project
- 5) Adopt 2050 Regional Transportation Plan
 - a) Identify future projects within UNR Gateway based on RTC University Area Transportation Study
 - b) Update Congestion Management Process consistent with MPO Certification Review recommendations
- 6) Expansion of FlexRide Pilots to Spanish Springs & Somersett/Verdi
- 7) Restore RTC RIDE ridership to Pre-Covid-19 levels
- 8) Implement the BRT Operation to UNR on Virginia Street
- 9) Continued Downtown Reno Partnership coordination and operations
- 10) Continue sustainability planning and monitoring
 - a) Participate in SCR3 legislative matters
- 11) Continue cost controls & maintain fiscal solvency
- 12) Implement facilities projects
 - a) Begin RTC Terminal Way multiple purpose room design
 - b) Modernization of Terminal Way elevators
- 13) Continue NDOT Collaboration
 - a) SBX & US 395 North Projects



REGIONAL TRANSPORTATION COMMISSION

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July 17, 2020

AGENDA ITEM 3.12

TO: Regional Transportation Commission

FROM: Angela Reich, SPHR
Director of Administrative
Services



Bill Thomas, AICP
Executive Director

SUBJECT: Modification to RTC Personnel Rule (11.9) Maximum Vacation Accumulation

RECOMMENDATION

Approve modification to RTC Personnel Rule (11.9) Maximum Vacation Accumulation.

SUMMARY

The attached recommended modifications to Personnel Rule (11.9) Maximum Vacation Accumulation include changing the maximum vacation leave accrual from 360 hours to a maximum cap of 240 hours effective February 1, 2021, and changing the vacation cash out allowance change from 120 hours to a vacation cash out allowance of up to 40 hours, effective January 2022.

FISCAL IMPACT

Annual cost savings beginning FY 2022.

ADDITIONAL BACKGROUND

The foregoing recommendation continues the process of reviewing and updating the Personnel Rules and promotes use of vacation leave as part of employee wellness.

PREVIOUS ACTIONS BY BOARD

The Board approved changes to RTC Personnel Rules on October 24, 2019.

Attachment

Current Personnel Rule 11.9 Maximum Vacation Accumulation Language

Vacation credit may be accumulated from year-to-year, but may not exceed three hundred sixty (360) hours on January 1 of each year. Amounts in excess of three hundred sixty (360) hours on January 1 shall be forfeited. At the employee's election, any amount in excess of two hundred forty (240) hours, but less than three hundred sixty (360) hours, may be compensated in cash at the same hourly rate as the employee is earning on January 1.

Vacation leave must not be granted if it exceeds the vacation credit earned.

Recommended Personnel Rule 11.9 Maximum Vacation Accumulation Language

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

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

If an employee is near or at the maximum accrual of two hundred forty (240) hours and a vacation request is denied for any reason, the employee is entitled to payment for any vacation leave in excess of two hundred forty (240) hours which the employee requested to take and which the employee would otherwise forfeit as the result of the denial of the employee's request.

Vacation leave must not be granted if it exceeds the vacation credit earned.

*** 360 hours = 9 weeks of vacation leave
240 hours = 6 weeks of vacation leave
120 hours = 3 weeks of vacation leave**



REGIONAL TRANSPORTATION COMMISSION

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July 17, 2020

AGENDA ITEM 3.13

TO: Regional Transportation Commission

FROM: Stephanie Haddock, CGFM
Director of Finance/CFO

Bill Thomas, AICP
Executive Director

SUBJECT: RTC Management Policies – Business Expense

RECOMMENDATION

Approve a new Regional Transportation Commission (RTC) Management Policy 62, Business Expenses.

SUMMARY

This agenda item establishes a formal management policy for necessary, reasonable and appropriate RTC business expenses. The policy is intended to provide staff with uniform guidelines and procedures for requesting, authorizing and reimbursement of RTC business expenses. A formal policy is needed to provide clarity on allowable and unallowable business expenses as well as ensure the proper use of RTC resources in providing good stewardship over public funds.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.

ADDITIONAL BACKGROUND

The foregoing recommendation continues the process of reviewing and updating the Personnel Rules and Management Policies of the RTC to improve clarity, reduce redundancy and to align them with current laws and management practices.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachment

Approved: _____
Bill Thomas, AICP
Executive Director

MANAGEMENT POLICY

SUBJECT: BUSINESS EXPENSE POLICY

1. PURPOSE

The purpose of this policy is to provide uniform guidelines and procedures for requesting, authorizing and reimbursing necessary, reasonable, and appropriate business expenses.

SCOPE

This policy applies to all employees of the Regional Transportation Commission (RTC).

2. POLICY

It is the policy of the RTC to reimburse employees for business expenses that meet the following criteria:

- Necessary to perform a valid RTC business purpose; and
- Reasonable in that the expense is not extreme or excessive, reflects an amount normally spent in a specific situation, and demonstrates a prudent decision to incur the expense; and
- Appropriate in that the expense is suitable and fitting in the context of the valid RTC business purpose; and
- Allowable according to any applicable federal regulation, state regulation or RTC policy.

The Executive Director and Department Directors are responsible for approving business expenses and determining that the above criteria have been met. RTC employees are required to know and follow this policy prior to incurring business expenses and must follow the procedures set forth in this policy for requesting and authorizing individual reimbursement or use of an RTC p-card for a business expense. Employees who are unsure whether a particular business expense qualifies for reimbursement should contact their Department Director and inquire before incurring the expense. Employee failure to follow this policy, including falsification of business expenses, may result in disciplinary action, up to and including termination of employment. In addition, employees who use an RTC p-card for non-RTC-related expenses will be required to reimburse the RTC for the expense. The Executive Director may make procedural changes as necessary to respond to changing conditions while remaining consistent with the intent of the policy.

3. **BUSINESS EXPENSES**

The list below highlights common allowable expenses and is not intended to identify every business expense:

- A. **Awards** – employee appreciation/achievement or project recognition awards (i.e. plaques, shirts, coffee cups) must be of nominal value and consistent with the contribution that the award is intended to recognize. Does not apply to employee length of service awards per RTC Personnel Rules.
- B. **Food and Beverages** – business related meetings, in-house employee training, employee social events, public outreach meetings and advisory committee meetings. Detailed itemized receipts are required for all food and beverage expenses. The cost should be reasonable and based on the number of people attending and within the approved fiscal year departmental budget. Potentially allowable expenses may include:
 - 1) Food and beverages for a meeting or in-house training scheduled during lunch time. Generally, meetings should not be scheduled around lunch hours.
 - 2) Food and beverages for employee recognition or morale booster (i.e. department lunch), on a limited basis, i.e. no more than twice per fiscal year.
 - 3) Food and beverages for RTC project ceremonies, public meetings and public participation/input for project planning, design and corridor studies.
 - 4) Food and beverages for RTC advisory committee meetings at a nominal cost.
 - 5) Food and beverages for hosting/entertaining RTC business related third parties or elected officials locally or while traveling and approved by the Executive Director. These expenses are separate from food and beverage per diems covered under RTC management policy P-21 Travel Regulation.
 - 6) Food and beverages for employee social events planned by the Event Committee.
 - 7) New employee lunch with direct supervisor and/or Department Director.
 - 8) Employee attendance at professional association breakfasts or luncheons with supervisor approval.
 - 9) Food and beverages for an employee officially retiring into PERS at a nominal cost.
 - 10) Breakroom supplies such as coffee, tea, hot chocolate, powdered creamer, sweeteners, utensils and paper goods when made available to all members of a department and visitors.

11) Prohibited food and beverage costs include:

- i. Food and beverages for RTC contractor or vendor employees.
- ii. Food and beverages provided by or included in consulting or construction contracts.
- iii. Food and beverages for voluntarily terminating employees.
- iv. Food and beverages for employee birthdays, baby showers, weddings or other personal celebrations.
- v. Food and beverages for spouse/partner.
- vi. Alcoholic beverages.

12) Food and beverages for employee training while traveling are covered under RTC management policy P-21 Travel Regulation.

C. Gifts, prizes, recognition favors, mementos, and donations or contributions

- 1) Prizes to a maximum value of \$15 for employee social events planned by the Event Committee are allowable. Pursuant to IRS regulations, cash or cash equivalent gift cards must be treated as employee taxable compensation and should not be given as prizes.
- 2) A modest recognition favor or memento for recognizing a significant RTC event or accomplishment is allowable. The nominal cost for a project favor or memento included in an RTC vendor contract is allowable. In all cases, the cost amount should be reasonable and equitable. Recognition favors or mementos can be given to employees and nonemployees associated with event or accomplishment.
- 3) Prohibited use of RTC funds:
 - i. Gifts to RTC contractors or vendors.
 - ii. Charitable donations.
 - iii. Political contributions of any type.
 - iv. Employee gifts such as flowers, balloons, gift baskets, etc. for events such as but not limited to promotions, retirements, voluntary terminations, death in family, marriage, birth of employee's child, or illness. Employees are not prohibited from personally purchasing or donating to employee gifts.

D. Allowable memberships, licensing fees and professional subscriptions

- 1) Memberships in professional associations related to one's position at RTC with Department Director approval.
- 2) Licensing fees required to perform one's RTC duties with Department Director approval.
- 3) Subscriptions to appropriate publications and journals relative to an employee's responsibilities. Subscriptions to publications intended to increase business or educational knowledge for departmental or agency use.

E. Employee relocation or moving expenses

- 1) Employee relocation or moving expenses are allowable up to a maximum amount of \$5,000 with Department Director approval.

F. Employee uniform and boot allowances

- 1) RTC facility maintenance employees are entitled up to a \$250 boot reimbursable allowance and up to a \$75 prescription safety glasses reimbursable allowance per fiscal year.
- 2) Other RTC employees required to visit construction sites are entitled up to a \$150 boot reimbursable allowance per fiscal year.
- 3) Expenses for RTC provided uniforms, safety glasses and vests, hard hats or necessary personal protection equipment is allowable.
- 4) New employees are entitled to one RTC provided logo shirt of their choice. RTC also may provide logo wear to employees at its discretion.

G. RTC vehicle allowances and mileage reimbursements

- 1) Employees receiving vehicle allowances are not eligible for mileage reimbursements unless otherwise allowable per RTC management policy P-21 Travel Regulation.
- 2) Employees receiving annual vehicle allowances shall not use RTC-provided vehicles. Occasional carpooling to business meetings or events with another employee eligible to use an RTC-provided vehicle is allowable.
- 3) Mileage for eligible employees is reimbursed at Internal Revenue Service rates in effect when mileage is incurred. Mileage must be for approved RTC business purposes and shall be submitted on employee's timecard for the period (dates) for which the mileage was incurred else RTC may refuse reimbursement.
- 4) Expenses for car rentals, taxis or transportation network vehicles (Uber, Lyft) are subject to RTC management policy P-21 Travel Regulation.

H. Credit card fees or late fees

- 1) Annual fees on personal credit cards is not allowable even if the card is used for RTC business purposes.
- 2) Late charges or interest charges incurred due to the faulty actions of an employee is not allowable.

I. Parking tickets or traffic violations

- 1) Not allowable when using either a personal or RTC vehicle even if incurred while conducting RTC business.

J. Sales Tax

- 1) RTC will not reimburse sales tax for a transaction that would have qualified for a sales tax exemption if it had been properly processed through the appropriate RTC purchasing procedures.

K. Sponsorships

- 1) Expenses associated with participating in regional, state or national organization activities or events that affect the RTC's business interests is allowable.

L. Webinars

- 1) Webinars or training classes/seminars held locally is allowable. Advance written approval shall be obtained from supervisor and/or Department director. Registration and other expenses must be paid following normal policies and procedures.

5. BUSINESS EXPENSE REIMBURSEMENT

- a. Business expense reimbursement reports shall be submitted within 14 days of an expense being incurred and accompanied by detailed receipts documenting each expense. Expense reports must document that the business expense(s) met the requirements of this policy. RTC may refuse payment of claims submitted more than 45 days after incurred expense(s) and/or expense(s) do not conform to this policy.
- b. Approved business expense reimbursement reports submitted to the Finance Department will be paid within five business days of receipt.
- c. The business expense reimbursement report form can be found on RTC's SharePoint. The form will be maintained by the Finance Department.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

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July 17, 2020

AGENDA ITEM 3.14

TO: Regional Transportation Commission

FROM: Stephanie Haddock, CGFM
Director of Finance/CFO

Bill Thomas, AICP
Executive Director

SUBJECT: RTC Management Policies – Travel Policy

RECOMMENDATION

Approve modifications to Regional Transportation Commission (RTC) Management Policy P-21, Travel Policy.

SUMMARY

The revisions to RTC Management Policy P-21 Travel Policy include minor modifications to update language and intent of the policy. Changes include guidelines for reimbursement of WiFi fees, FLSA travel status language for nonexempt employees, addition of time period requirements for submittal for mileage reimbursements and travel expense reports, and movement of webinar training expense language to new Business Expense Policy.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.

PREVIOUS ACTIONS BY BOARD

August 21, 2015 Approved changes to RTC Management Policy P-21, Travel Policy

ADDITIONAL BACKGROUND

The foregoing recommendation continues the process of reviewing and updating the Personnel Rules and Management Policies of the RTC to improve clarity, reduce redundancy and to align them with current laws and management practices.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachment

RTC Management Policy P-21
Date Approved: December 9, 1982
Date Revised: July 22, 1993
Date Revised: March 23, 1995
Date Revised: March 15, 1996
Date Revised: July 18, 2008
Date Revised: August 21, 2015
Date Revised: July 17, 2020

Approved: _____
Bill Thomas, AICP
Executive Director

MANAGEMENT POLICY

SUBJECT: TRAVEL POLICY

1. PURPOSE

The purpose of this policy is to provide uniform guidelines and procedures for requesting, authorizing and reimbursing reasonable and customary expenses associated with Regional Transportation Commission (RTC) employee or commissioner travel for RTC business.

2. SCOPE

RTC employees and/or RTC Board of Commissioners (Commissioners) are hereinafter sometimes referred to as “travelers” as appropriate for purposes of implementing the policy.

3. POLICY

It is the policy of the RTC to allow travel when there is a valid business purpose and all other available options have been evaluated. The Board Chair approves travel for the Commissioners and the Board Vice Chair approves travel for the Board Chair. Accordingly, where this policy requires approval or review by the Executive Director, the policy shall be read to require review or approval of the Board Chair or Vice Chair with regard to Commissioner travel, as appropriate to implement the policy.

The Executive Director is responsible for approving employee travel. The Executive Director and/or Department Directors are responsible for ensuring the necessity and appropriateness of travel for a seminar, conference or other meeting and determining whom should attend. Travelers are required to know and follow this policy prior to travel and to follow the procedures as set forth in this policy for requesting, approving, monitoring, and reporting of all travel and per diem expenses. Employee failure to follow this policy, including falsification of travel expense reports, may result in disciplinary action, up to and including termination of employment. The Executive Director may make procedural changes as necessary to respond to changing conditions while remaining consistent with the intent of the policy.

4. REQUESTS FOR PERMISSION TO TRAVEL

All requests for employee travel and the resulting expenditures shall be approved in advance by the Executive Director who is authorized by the RTC to approve or deny such requests. The Executive Director's requests for travel over \$1,000 shall be approved by Board Chair.

5. REIMBURSEMENT OF TRAVEL EXPENSES

Except as otherwise provided by law, when any traveler is entitled to receive expenses in the transaction of public business outside Washoe County or more than 50 miles outside of the City of Reno or the City of Sparks, the traveler shall be paid necessary and reasonable travel expenses. Any personal travel or additional expenses incurred by a guest accompanying a traveler on RTC business, shall not be an RTC expense.

6. TRAVEL EXPENSES

Travel should be by the least expensive method reasonably available when such factors as total travel time, salary of traveler, availability of RTC-owned automobiles, and cost of transportation are considered. Advanced planning for travel is required in order to obtain significantly reduced rates.

A. Air Travel

- 1) Air travel shall be coach class. Exceptions require pre-approval by the Executive Director. Airfare will be paid directly to the airline, preferably by use of an RTC procurement card. If it is not possible to arrange direct payment, reimbursement will be made at the conclusion of the travel only upon the submission of original receipts detailing traveler's name, travel destination, and method of payment.
- 2) Reimbursement will not be given for meals or checked baggage fees included in the cost of airfare. Checked baggage fees to and from travel destination will be reimbursed for the first checked bag. Additional fees beyond the first checked bag or an overweight bag will not be reimbursed without prior approval of the Executive Director.
- 3) Airline preferred seating or boarding fees are not reimbursable.
- 4) Airline Wi-Fi fees are not reimbursable.
- 5) Traveler parking a personal vehicle at the airport must use the least expensive available parking lot.
- 6) Unless approved by the Executive Director, the costs of air travel cancellation or flight change fees will be the traveler's responsibility. Any air travel refunds or credits issued to traveler must be used for future RTC business travel.

B. Use of RTC or Private Vehicles

- 1) If travel by RTC-owned automobile or public conveyance is not the most economical means of transportation, or is otherwise impractical, use of a private vehicle may be permitted and will be reimbursed at the current standard mileage rate for actual business mileage as established by the United States Internal Revenue Service: www.irs.gov.
- 2) In the event a traveler does not report to his/her business office before going directly to an authorized travel destination, reimbursable roundtrip mileage will be calculated from/to the traveler's RTC business address.
- 3) If a private vehicle is used for reasons of personal convenience in the transaction of RTC business and is not the most economical or practical means of transportation, reimbursement will be at the Executive Director's discretion. Prior approval is required. Where use of a personal vehicle is approved, reimbursement will be at the rate specified in Paragraph B.1., but will not exceed the equivalent amount of the least expensive mode of travel.
- 4) No mileage reimbursement of any kind will be allowed for employees who receive a vehicle allowance.
- 5) Only RTC employees are authorized to drive RTC-owned vehicles and only persons in the custody or care of RTC employees in the course of official RTC business are authorized to ride in RTC owned vehicles.
- 6) It is a violation of this policy to use an RTC vehicle for anything other than official purposes.

C. Rental Vehicle

- 1) Written justification for the use of a rental vehicle must be included in the Training/Travel Request form and authorized in advance by the Executive Director. Reimbursement for a rental car generally will not be allowed when the traveler is staying at the conference hotel/event site. Exceptions may be made for geographical isolation from nearby dining establishments or for personal safety reasons.
- 2) When authorized to use a rental vehicle, the traveler must reserve and pay for vehicle by means of the RTC's established account with a preferred rental agency.

D. Lodging

- 1) Traveler will be selective and prudent in choosing lodging. Every effort should be made to find the most economical rates possible.

Discounted conference rates or governmental rates should be used when available.

- 2) Use of an RTC procurement card or traveler's personal credit card is the required method of payment for all approved lodging expenses. If an RTC procurement card is used as method of payment, additional charges (e.g. room service, bar charges, restaurant charges, movies) are not reimbursable. Traveler should make arrangements to have such charges or fees paid by traveler's personal credit card or other means. With prior approval from Executive Director, lodging wi-fi fees used for business purposes are reimbursable.
- 3) Prior approval is required and proper documentation of hotel rates must be submitted with the Training/Travel Request form. Unapproved lodging expenditures will not be reimbursed.
- 4) No reimbursement for lodging will be made without receipts.

E. Registration

- 1) Approved registration or conference fees will be paid directly to the organization sponsoring the event. Payment will be made by either an RTC procurement card or check. If it is not possible to arrange direct payment, reimbursement will be made at the conclusion of the travel only upon the submission of original receipts detailing traveler's name and method of payment.

F. Meals and Incidental Expenditures

- 1) A traveler who is in travel status is eligible for meal reimbursement at the GSA per diem rate as published at www.gsa.gov. Per diem rates include taxes and tips, so traveler will not be reimbursed separately for these items.
- 2) Traveler is not required to submit receipts for reimbursement of meal per diems.
- 3) Traveler is considered to be in travel status and may claim meal per diem reimbursements during the timeframes as follows:
 - Breakfast: Traveler departs before 9:00 a.m. and/or returns after 10:00 a.m.
 - Lunch: Traveler departs before 11:00 a.m. and/or returns after 1:00 p.m.
 - Dinner: Traveler departs before 6:00 p.m. and/or returns after 7:00 p.m.

- 4) When registration or conference fees provide for meals, traveler will deduct such furnished meals from his/her meal per diem reimbursement. Continental breakfasts are not considered a furnished meal.
- 5) Meals shall not be charged to RTC procurement cards unless approved in advance on the Training/Travel Request form. If traveler is approved to charge meals to an RTC procurement card, traveler is responsible for meal charges in excess of GSA rates.
- 6) All other reasonable and necessary travel expenses such as taxis, shuttles, limousine fares, parking fees, rental car fuel, or any other incidental expenses will be reimbursed. Receipts must be obtained wherever feasible, and all receipts and actual travel expenses should be itemized and attached to Training/Travel Expense form. Expenses not accompanied by a receipt will be tested for reasonableness and may not be reimbursed. Expenses for the personal enjoyment or convenience only of traveler are not reimbursable.
- 7) When in travel status, traveler shall not be reimbursed for the cost of alcohol or personal telephone calls incurred in the course of such person's travel.

G. Generally, employees classified as non-exempt under the Fair Labor Standards Act (FLSA) should not travel overnight due to overtime considerations. When approved to travel, FLSA travel work time regulations will be used for compensating non-exempt employees during their travel status.

7. REQUESTS FOR APPROVAL OF TRAINING AND/OR TRAVEL

- A. Traveler must complete a Travel/Training Request form and submit it in advance to supervisor and/or Department director. The Executive Director has final approval or denial of the request for employee travel. In the case of commissioners, the Board Chair approves travel for commissioners and the Vice Chair approves travel for the Board Chair.
- B. Traveler must attach a copy of the registration form, brochure and agenda for the requested event to Travel/Training Request form. If there are no such documents, the traveler must attach a memorandum to the request form describing the event, the name and address of sponsor, the dates, cost, location, and purpose.
- C. A copy of the approved Travel/Training Request form shall be attached as authorization for any travel expenses charged to RTC procurement cards.
- D. The Travel/Training Request form can be found on RTC's SharePoint. The form will be maintained by the Finance Department.

8. TRAVEL ADVANCES

- A. No advances will be made for any authorized travel expenditure. In lieu of an advance, per diem meals may be charged to an RTC procurement card with prior approval by the Executive Director on the Travel/Training Request form. If approved, the traveler will be responsible for meal charges in excess of GSA rates.

9. TRAVEL/TRAINING EXPENSE REIMBURSEMENT

- A. An approved Travel/Training Expense form, along with any required receipts and a copy of previously approved Travel/Training Request form, must be submitted to the Finance Department within 14 days after travel is completed. The RTC may refuse payment of claims submitted more than 45 days after completion of travel, and expenses that do not conform to this policy.
- B. Approved Travel/Training Expense forms submitted to the Finance Department will be paid within five business days of receipt.
- C. When RTC procurement cards are used for travel expenses, traveler must attach a copy of the approved Travel/Training Request form and all accompanying receipts to the monthly procurement card statement and follow the normal procurement card statement processing procedures.
- D. The Travel/Training Expense form can be found on RTC's SharePoint. The form will be maintained by the Finance Department.

10. PAYMENT OF TRAVEL CLAIMS PRESUMED FULL COMPENSATION

Any Travel/Training Expense form filed and paid in accordance with this policy shall be considered full compensation for all travel and living expenses, including transportation, meals, lodging, and other incidental expenses associated with the submission as authorized in accordance with the provisions of this policy.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 17, 2020

AGENDA ITEM 3.15

TO: Regional Transportation Commission

FROM: David Carr
Facilities and Fleet Manager, Public
Transportation and Operations

Bill Thomas, AICP
Executive Director

SUBJECT: Proterra, Inc., Transit Vehicle Purchase Agreement Amendment No. 2

RECOMMENDATION

Approve Amendment No. 2 to the Transit Vehicle Purchase Agreement with Proterra, Inc., effected on December 9, 2019, to incorporate the installation of two (2) shop chargers originally procured under this contract for the total firm-fixed not-to-exceed amendment price of \$309,341; authorize the RTC Executive Director to execute the amendment.

SUMMARY

On December 9, 2019, RTC and Proterra, Inc. entered into an agreement for the purchase of two electric vehicles and two chargers for the Virginia Street BRT expansion project. The BRT extension and the complete street project in the Midtown area of Virginia Street to the University of Nevada, Reno will provide a high-capacity transit connection between UNR, Downtown Reno, the Midtown District, the Reno Sparks Convention Center and other major employers and destinations. This new extended RAPID service on North Virginia Street is projected to begin on January 3, 2021.

RTC and Proterra entered into a First Amendment to this Agreement on July 1, 2020, to revise the schedule for delivery of the two vehicles and two chargers due to a force majeure event, the COVID-19 virus pandemic. It will be more efficient and in the best interests of the public to amend the agreement with Proterra to provide the installation of the new Proterra 125kW PCS charging equipment and related infrastructure.

FISCAL IMPACT

Funding for this project is included in the Board approved FY 2021 RTC budget.

PREVIOUS BOARD ACTION

October 24, 2019 The Board approved an agreement with Proterra, Inc., to purchase two (2) electric fixed-route buses and two (2) bus chargers utilizing the State of Georgia Fleet Vehicles procurement contract number 99999-001-SPD0000138 in the amount of \$1,969,648; and authorized the RTC Executive Director to execute the agreement.

Attachment

AMENDMENT NO. 2
TO
TRANSIT VEHICLE PURCHASE AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
AND
PROTERRA, INC.

This second amendment is made and entered into this ___ day of _____, 2020 ("Second Amendment") between the Regional Transportation Commission of Washoe County ("RTC") and Proterra, Inc. ("Contractor") (collectively, the "Parties"), the Contractor having offices at 1815 Rollins Road, Burlingame, California 94010, and authorized to do business in the State of Nevada.

WITNESSETH:

WHEREAS, the Parties entered into an agreement dated December 9, 2019 ("Agreement"), for the purchase of two electric vehicles and two chargers. This purchase was pursuant to a State of Georgia procurement, as is expressly permitted by Section 3019 of the Fixing America's Surface Transportation Act;

WHEREAS, the Parties entered into a First Amendment to this Agreement on 1st day of July, 2020, to revise the schedule for delivery of the vehicles and chargers due to a force majeure event, the Covid 19 virus epidemic; and

WHEREAS, the Parties have determined that it will be more efficient and in the best interests of the public to amend the agreement to have Contractor provide the installation of new Proterra 125kW PCS charging equipment and related infrastructure.

NOW, THEREFORE, in consideration of the mutual promises of the Parties and other good and valuable consideration, the Parties agree to this Second Amendment.

Section 1. Definitions

Section 101 of the Agreement is amended by replacing the definitions in subsections (33) "Shop Charger" and (38) "Work" as follows:

(33) "Shop Charger" means the 125kW PCS chargers manufactured by the Contractor used to charge the Vehicles, as more specifically described in the Shop Charger Technical Specifications in Appendix D, as well as the shop charger infrastructure, including but not limited to, the 2,000A main distribution switchgear.

(38) "Work" means the Vehicles, Shop Chargers, 2,000A main distribution switchgear, Shop Charger System Infrastructure and other Materials to be supplied by the Contractor under this Agreement, and includes all the design, manufacturing, production, construction, installation, warranties, and technical and other professional services and responsibilities, as applicable, 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.

Section 2. Agreement to Purchase

Section 102 of the Agreement is amended by designating the existing text as subsection (a) and adding a new subsection (b), as follows:

(b) The Contractor agrees to provide the requisite civil works and installation of the charging infrastructure, including but not limited to the 2,000A main distribution switchgear, in accordance with the schedule, plans and specifications, as set forth in the “Villanova Bus Depot Installation of Electric Vehicle Charging Equipment – Issue for Permit” as drawn by MORE Consultants dated 4/14/2020. The price for the services to be performed under this Agreement, as amended, are set forth in Section 301 of this Agreement.

Section 3. Contract Documents

Section 103 of the Agreement is amended by revising (a)(3) to read, as follows:

(a)(3) The Technical Specifications for the Vehicles, Chargers and the Plan for the construction and installation of the charging system infrastructure (“Shop Chargers”).

Section 4. Scope of Work

1. Section 201 of the Agreement is amended by designating the existing text as subsection (a) as (a)(1) adding a new subsection (a)(2), as follows:

(a)(2) Construction/Installation – The Contractor shall be responsible to provide construction services support to procure and install all appropriate panels, conduits, and conductors from the existing main switchgear to two (2) Proterra-provided individual 125kW/480VAC chargers and their respective dispenser, which are located each at separate bus parking stalls. The Contractor is also required to perform a switchgear upgrade to modify the existing 1600A switchgear to a 2000A rate switchgear. The Contractor will perform and provide construction and installation scopes, and per construction drawings “Villanova Bus Depot Installation of Electric Vehicle Charging Equipment – Issue for Permit” as drawn by MORE Consultants dated 4/14/2020.

2. Section 201 of the Agreement is further amended by adding additional Specific Elements of Scope in a new subsection (c) relating to the additional Scope referenced in subsection (a)(2), designating a new subsection (d) as Scope Exclusions and designating prior subsection (c) as subsection (e) as follows:

- (c) Specific Elements of Scope for Installation
 - (1) Additional design, engineering, permit fees and permitting as required to engineer and permit the Schneider switchgear upgrade work with the City of Reno and NV Energy.
 - (2) Contractor Site Mobilization
 - (3) Provide and deliver all required material handling & installation equipment
 - (4) Haul away and dispose of all construction related debris at the appropriate disposal location
 - (5) All required work to upgrade existing 1600A Square-D Switchboard to a 200A rated Switchboard, including materials, labor, and field re-certification services by Schneider.

- (6) Install two (2) 125kW chargers supplied by Proterra on original contract of 12/9/19.
- (7) Install two (2) dispensers supplied by Proterra on original contract of 12/9/19.
- (8) Termination of 600MCM cable located at 400A main breaker in new 2000A main switchboard (MSB).
- (9) Install six (6) 6" diameter steel traffic bollards for charger cabinets per plans.
- (10) Provide and install one (1) new 400A 480V panel with associated breakers per plan.
- (11) Provide and install 4" conduit on existing racking from MSB to new 400A panel per plans.
- (12) Utilize existing 4" conduit under drive isle for 400A feeder wiring.
- (13) Provide and install 2" conduit and wire from new 400A panel to chargers per plans.
- (14) Provide and install 4-600MCM and 1-#2 GRD from MSB to new 400A panel per plans.
- (15) Provide and install 4-4/0 and 1-#4 wire from 400A panel to chargers per plans.
- (16) Provide and install 2-3/0 1000v WITH #4 GRD wire from chargers to dispensers.
- (17) Provide and install low voltage charger communications cabling per plans.
- (18) Penetration of existing wall for installation of new 4" conduit.
- (19) Provide and install junction boxes per plans.
- (20) Perform phase rotation testing and cable insulation testing as required per the Proterra 125kW installation manual document. Testing reports to be submitted to RTC and Contractor.
- (21) Maintain competent supervisor onsite while work is being performed.
- (22) Maintain neat and tidy jobsite, with general housekeeping as a priority.
- (23) Provide safety work plans, including protection due to Covid-19 and progress reports weekly to RTC.

Section 5. General Obligations of the Contractor

Section 203 of the Agreement is amended by adding a new subsection (c)(2) and renumbering existing subsection (c)(2) as (c)(3) and replacing the existing language in subsection (c)(3) with new language, as follows:

(c)(2) Design- The Contractor shall submit the design for the construction activities and installation of the Chargers and related equipment, including but not limited to the 2,000A main distribution switchgear, in accordance with the Milestone schedule in Section 205, and "Villanova Bus Depot Installation of Electric Vehicle Charging Equipment – Issue for Permit" as drawn by MORE Consultants dated 4/14/2020. RTC shall review and provide comments on the proposed design and the Contractor shall revise the design accordingly. Upon approval of the design by the RTC, the Contractor shall provide Plans consistent with such design to the RTC, for approval and prior to initiating any construction activities.

(c)(3) 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 and the Chargers with the charging infrastructure at the Project Site in order to assure successful operation and charging of the RTC's electric vehicles in accordance with this Agreement, the Specifications, and construction and installation Plans ("Villanova Bus Depot Installation of Electric Vehicle Charging Equipment – Issue for Permit" as drawn by MORE Consultants dated 4/14/2020.), and other Contract Documents.

Section 6. Contract Milestones and Critical Path Schedule

1. Section 205 of the Agreement is amended by changing subsection (c) to subsection (c)(1) and adding subsection (c)(2) Charging Infrastructure milestones and schedule, as follows:

(c)(2). Shop Charger milestone and schedule -- The schedule to perform the required tasks set forth in Section 4, Scope of Work, of this amended Agreement for construction and installation of the Shop Chargers is found in Appendix J to this Agreement which is incorporated herein as the schedule governing the performance of this Work by the Contractor.

2. Section 205 of the Agreement is further amended by designating subsection (d) as (d)(1) Delivery Schedule and adding a new subsection (d)(2) Permitting, as follows:

(d)(2) Permitting – Within five (5) business days after the RTC approves the design for construction and installation of the Chargers and the related Materials, the Contractor shall submit all applications for required permits and shall take such actions to expedite their processing. The RTC and Contractor acknowledge that the Contractor is not responsible for the timing of permit approvals as that task is executed by the permitting authority. A delay in the completion of the permitting in accordance with the milestone schedule in subsection (c) may be the basis for changing subsequent milestones if a showing is made that the Contractor complied with the obligations of this paragraph and the delay is not ? due to actions of the Contractor.

Section 7. Pre-Production and First Vehicle Inspection Meetings; Pre-Construction Meeting

Section 207 of the Agreement is amended by replacing the existing language in (a) with the following language:

- (a) The Parties agree that: one (1) Pre-production, one (1) First Article Vehicle Inspection meeting will held at the Contractor's facility in Industry, California, to review the Technical Specifications, and related Contract Documents and the overall progress of the Work, as more specifically described in this Section; and one (1) Pre-construction and installation meeting will be held at the RTC's Project Site to review construction and installation plans and related Contract Documents and the overall progress of the Work. Each party shall assure that appropriate staff and representatives are available for the meetings.

Section 8. Quality Assurance Requirements

A new Section designated as 208A is added as follows:

Section 208A. Construction Process and Requirements

- (a) Schedule – The Contractor shall perform the charging infrastructure construction and installation Work in accordance with the Critical path Schedule, as approved by the RTC, and shall at all times schedule and direct its Work to provide an orderly progression of the Work to achieve completion and acceptance deadlines and in accordance with the Critical path Schedule, including furnishing such employees, goods, materials, facilities and equipment, engaging in such workarounds and/or resequencing of the Work, working such hours, and directing the performance of Work as maybe necessary to achieve such completion deadlines, all at the Contractor's own cost.

- (b) General Responsibility – The Contractor shall be responsible for conducting all construction and installation Work and for furnishing all goods, equipment, materials, tools and labor of every kind required for the construction Work, as required by the Contract Documents, and for constructing and completing the Work in a skillful, safe, and professional manner on or before the Milestone dates in the Critical Path Schedule. The Contractor shall perform construction activities and install the Chargers, 2,000A main distribution switchgear and related charger system infrastructure in accordance with the RTC approved design, construction Plans and Contract Documents. The design and construction Plans may be changed only with prior written Approval by the RTC.
- (c) Performance Standards – The Contractor shall perform construction activities in a timely manner; in accordance with applicable professional engineering principles, the terms and conditions set forth in the Contract Documents, and applicable construction and manufacturing practices generally accepted as standards of the industry in the State of Nevada; in a good and workmanlike manner; and free from construction defects. Except for materials, services and efforts otherwise specifically excluded from the Contractor's scope of work in the Contract Documents, all goods, materials, services and efforts necessary to achieve completion deadlines, and Acceptance of the Chargers, and installation of the 2,000A main distribution switchgear and charging infrastructure on or before the deadlines set forth in the Critical Path Schedule shall be the Contractor's sole responsibility; and the cost of all such goods materials, services, and efforts are included in the Contract Price.
- (d) Ownership of Documents – The construction documents shall become the property of the RTC upon delivery to the RTC. Other documents prepared or obtained by Contractor or any Subcontractor or supplier in connection with the performance of its obligations under the Agreement, including studies, manuals, as-built drawings and as-built plans, technical and other reports and the like, shall also become the property of the RTC upon the Contractor's preparation or receipt thereof. Originals of all construction documents and copies of such other documents described above shall be furnished to the RTC upon preparation or receipt thereof by the Contractor. The Contractor shall maintain all other documents described in this subsection and shall deliver copies to the RTC as required by the Contract Documents, or upon request if not otherwise required to be provided, and shall deliver an indexed set to the RTC as a condition of Acceptance.

Section 9. Acceptance of Vehicles, Shop Chargers, Construction and Installation of Shop Charger

Section 215 (a)(1) of the Agreement is amended in its entirety as follows:

- (a) Inspection and Testing – Except as provided in paragraph (2), within fifteen (15) Days after delivery to the RTC, each Vehicle shall (A) be given an inspection to determine if such Vehicle has been completed in full compliance with the 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. Within five (5) Days after delivery to the RTC, the Contractor shall inspect the Shop Chargers. Upon completion of construction and installation of the Shop Chargers, such inspection and commissioning of these items shall be completed, each Shop Charger shall (A) be given an inspection to determine

if it has been completed in full compliance with the Technical Specifications and other Contract Documents; and (B) be subjected to Acceptance testing to determine if the Shop Charger is in acceptable operating condition. The RTC and the Contractor will provide personnel for participation in proof of design and Acceptance testing at the Project Site or other RTC facilities. The Contractor shall ensure that a Trapeze technician is on site to commission all Vehicles during Acceptance testing. All Contractor personnel shall be qualified and properly licensed to operate the Vehicle and the Shop Chargers.

Section 10. Project Site Conditions

Section 216 of the Agreement is amended by replacing the reserved section with the following:

Section 216 Project Site Conditions

If conditions encountered at the Project Site are demonstrated by the Contractor to be either (1) subsurface or otherwise concealed conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those found to exist and generally recognized to be inherent in construction activities of the character provided in the Contract Documents and such conditions are shown to cause an increase in the Contractor's cost or time required to perform the Work, such conditions may be the basis for an adjustment in the Contract Price and/or Contract Time. No adjustment shall be made if such conditions could have been discovered or determined through the reasonable efforts and due diligence of the Contractor in the preparation of the design and Plans, visits to the Project Site, or past performance of similar work at the Project Site.

Section 10. Local Representation

Section 224 of the Agreement is amended in subsection (b)(2) by adding a new subparagraph (B) and renaming former subparagraphs (B) – (D) as (C) – (E), and amending new subparagraph(D) as follows:

(b)(2)(B) perform commissioning, installation, and start-up of Chargers and charger system infrastructure, including the 2,000A main distribution switchgear.

(b)(2)(D) provide on-site assistance during Vehicle and Shop Charger Acceptance, construction, installation, testing and revenue operation; and

Section 11. Liquidated Damages

Section 227 of the Agreement is amended by adding a new subsection (b)(4) as follows:

(b)(4) For failure to complete the construction and installation of the Shop Chargers, upgrade to the switchgear, in the amount of two hundred and fifty dollars (\$250) for each Day of delay, based on the completion date of construction and installation for all Shop Chargers specified in Section 205(c) of this Agreement.

Section 12. Entire Agreement

Section 248 of the Agreement is amended by replacing the existing language with the following:

This Agreement, as amended, constitutes and contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, statements, representations, and negotiations between the Parties with respect to such subject matter.

Section 13. Contract Pay Items and Price Terms

Section 301 (a) of the Agreement is amended by changing subsection (a) to (a)(1) and adding a new subsection (a)(2) as follows:

(a)(2) Prime Contractor (Proterra/Contractor)	
Design, engineering and overall Construction and Project management to project completion.	\$75,429.00
Subcontractors contracted by Proterra for the project task(s) completion:	
Task 1: Maxgen Energy	
Mobilization, installation of 2 chargers inclusive of all needed materials	\$140,703.00
Task 2: MORE Consulting	
Final design and engineering effort review	\$ 3,264.00
Task 3: Schneider Inc.	
Switchgear Modification and UL Field Listing (Sunday Shutdown)	\$ 89,945.00
Total Firm-Fixed Price Not to Exceed	\$ 309,341.00

Section 14. Payments

Section 302 of the Agreement is amended by renumbering subsection (a) as (a)(1) and adding a new subsections (a)(2) and renumbering subsection (b) as (b)(1) and adding a new subsection (b)(2) as follows:

(a)(2) Schedule – The RTC shall make progress payments to the Contractor on completion of construction and installation, and Acceptance of the Shop Chargers with terms of payment within 30 days after date invoice is received.

(b)(2) Retainage and Payment Conditions – The RTC will deduct and retain ten percent (10%) from the payment on completion of construction and installation, and Acceptance of the Shop Chargers under subsection (a)(2). The ten percent (10%) retainage shall be held through the standard two-year warranty period, as described in Section 304(c) hereof. The RTC has the discretion, if in its sole judgment circumstances so warrant, to release a portion of the ten percent (10%) retention being held during the two (2) year warranty period.

Section 15. Bonding

- (a) Performance Bond – The Contractor shall provide and continuously maintain during the course of Performance of this Amendment No.2 of the Agreement, a Performance Bond in the amount of one hundred percent (100%) of the Contract Price set forth in Section 301(a)(2) which guarantees faithful performance of this Work and any changes thereto. The bond shall be released upon RTC's acceptance of this Work as described in Section 215(a)(1).

The Performance Bond shall be payable to the RTC and issued by a good and sufficient surety company authorized to transact business in Nevada and having an A.M. Best Co. "Best's Rating" of A- or better and Class VIII. The cost of the Performance Bond is included in the Contract Price set forth in Section 301(a)(2). The Contractor shall deliver the Performance Bond to the RTC within the time specified in Section 202(a) and before any Work commences.

- (b) Labor and Material Payment Bond – The Contractor shall provide and continuously maintain during the course of performance of this Amendment No. 2 of the Agreement a Labor and Material Payment Bond in the amount of fifty percent (50%) of the contract Price set forth in Section 301(a)(2) that guarantees payment for all labor and materials furnished in accordance with this Amendment No.2 of the Agreement and any changes thereto. The bond shall be released upon Contractor's final payment for all labor and materials furnished in accordance with this Work. The Labor and Material Payment shall be payable to the RTC and issued by a good and sufficient surety company authorized to transact business in Nevada, and having an A.M. Best Co. "Best's rating" of A- or better and Class VIII. The cost of the Labor and Material Payment Bond is included in the Contract Price set forth in Section 301(a)(2). The Contractor shall deliver the labor and Material Payment Bond to the RTC within the time specified in Section 202(a) and before any Work commences.

Section 16. Buy America Certification

As a precondition to the execution of this Contract Amendment, Proterra shall provide the RTC an additional completed Buy America certification confirming that the Charging Station, Shop Chargers, and the equipment and materials associated with the construction and installation work, as applicable, comply with Buy America.

Section 17. Prevailing Wage

This contract is federally funded and as such is subject to Prevailing wages in compliance with the federal Davis-Bacon Act. must have prevailing wage provisions to comply with the Davis-Bacon Act.

The Contractor and all subcontractors (at ALL tiers) are required to submit certified payroll reports and labor compliance documentation using the RTC's electronic certified payroll system Contractor and each subcontractor will be given a Log On identification and password to access the system. The required documentation shall be transmitted to Pamela Fox-Reid at wagecomplyrtc@trifoxllc.com. The name and contact information of the Payroll Officer who prepared the required documentation shall be displayed clearly on reports.

Contractor and all Subcontractors (at ALL tiers) are required to submit certified payroll reports and labor compliance documentation. It shall be Contractor's responsibility to comply with and ensure compliance by all subcontractors to these provisions.

Contractor shall also provide a "Weekly Subcontractor Report" listing all subcontractors who worked on the project the previous week. This report shall be updated and submitted electronically to wagecomplyrtc@trifoxllc.com. An electronic copy of the "Weekly Subcontractor Report" in Microsoft Excel can be obtained from RTC's project manager.

Section 18. Continuing Applicability

The terms and conditions of the December 9, 2019 Agreement as amended, shall continue to apply except to the extent modified by this Second Amendment.

IN WITNESS WHEREOF, the RTC and Proterra have executed this Second Amendment to the Agreement originally dated, December 9, 2019, as amended, on ___ day of _____, 2020.

APPROVED AS TO LEGALITY AND FORM

BY: _____
Zev E. Kaplan, RTC Legal Counsel

REGIONAL TRANSPORTATION COMMISSION OF
WASHOE COUNTY

BY: _____
Bill Thomas, AICP, Executive Director

PROTERRA, INC.

BY: _____

APPENDICES

The Agreement is amended by adding the following new Appendices:

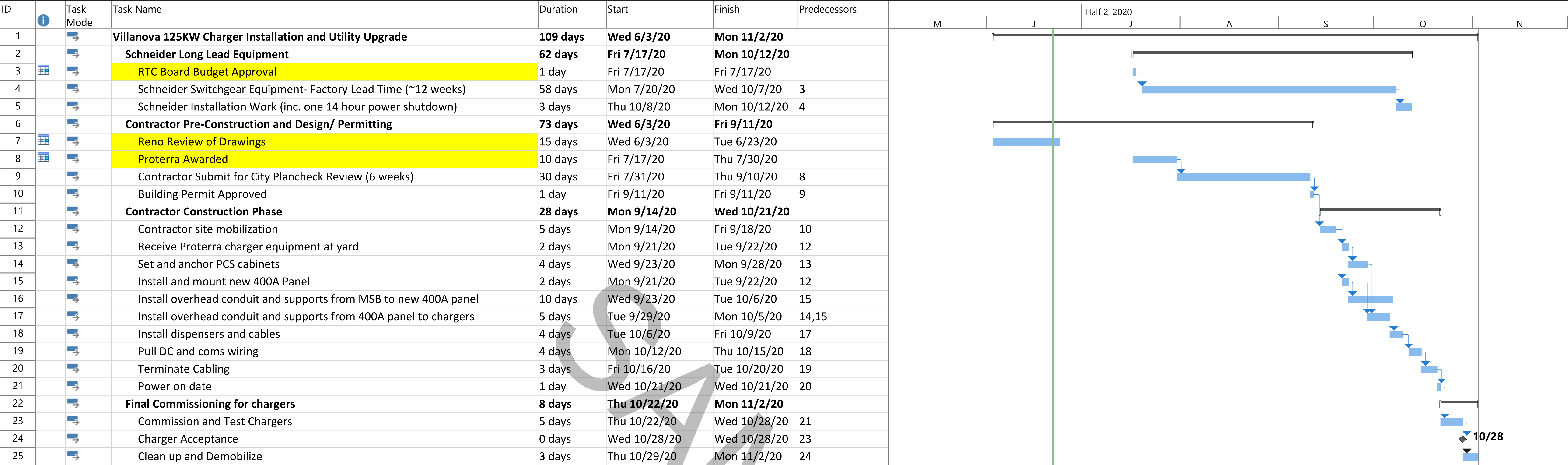
Appendix J - Charger and Charger infrastructure System design, construction & Installation Schedule

Appendix K - "Villanova Bus Depot Installation of Electric Vehicle Charging Equipment – Issue for Permit"
as drawn by MORE Consultants dated 4/14/2020.

SAMPLE

Appendix J
Charger and Charger infrastructure System design, construction & Installation Schedule

SAMPLE



Project: Reno RTC Phase 3 Deta

Date: Mon 6/22/20

Task	<div></div>	Summary	<div></div>	Inactive Milestone	<div></div>	Duration-only	<div></div>	Start-only	<div></div>	External Milestone	<div></div>	Manual Progress	<div></div>
Split	<div></div>	Project Summary	<div></div>	Inactive Summary	<div></div>	Manual Summary Rollup	<div></div>	Finish-only	<div></div>	Deadline	<div></div>		
Milestone	<div></div>	Inactive Task	<div></div>	Manual Task	<div></div>	Manual Summary	<div></div>	External Tasks	<div></div>	Progress	<div></div>		

SAMPLE



VILLANOVA BUS DEPOT
INSTALLATION OF ELECTRIC VEHICLE CHARGING EQUIPMENT

2050 VILLANOVA DRIVE
RENO, NV 89502



PROTERRA

1815 ROLLINS ROAD
BURLINGAME, CA 94010

CONSULTANT LOGO/ LICENSE STAMP



MORE Consulting
Reliable Electrical Engineering

96 West 2nd St.
Morgan Hill, CA 95037
info@moreengineering.com

VILLANOVA BUS DEPOT
2050 VILLANOVA DRIVE
RENO, NV 89502
PROJECT: PRJ-123 RENO RTC

"THESE DRAWINGS AND SPECIFICATIONS
HAVE BEEN PREPARED BY MORE
CONSULTING FOR THEIR EXCLUSIVE
USE."

REV	DESCRIPTION	DATE
	ISSUE FOR PERMIT	04/14/2020

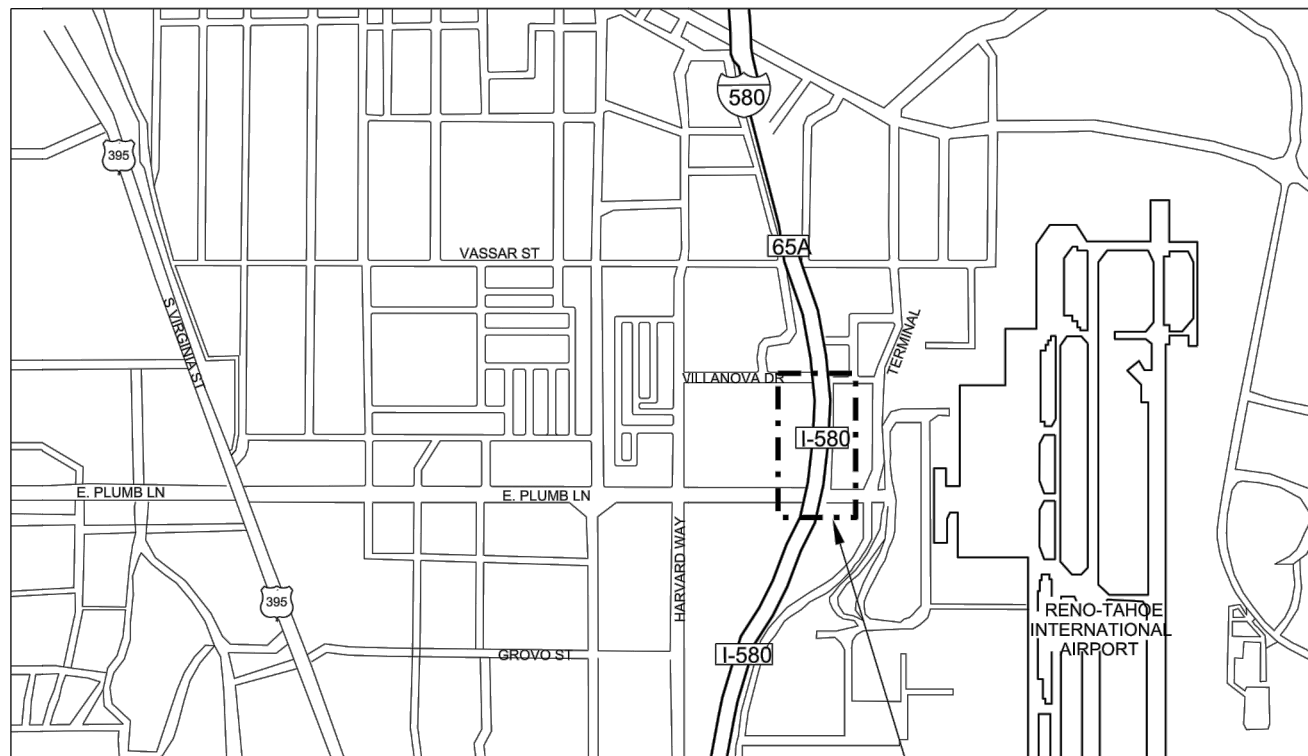
SHEET TITLE

COVER SHEET

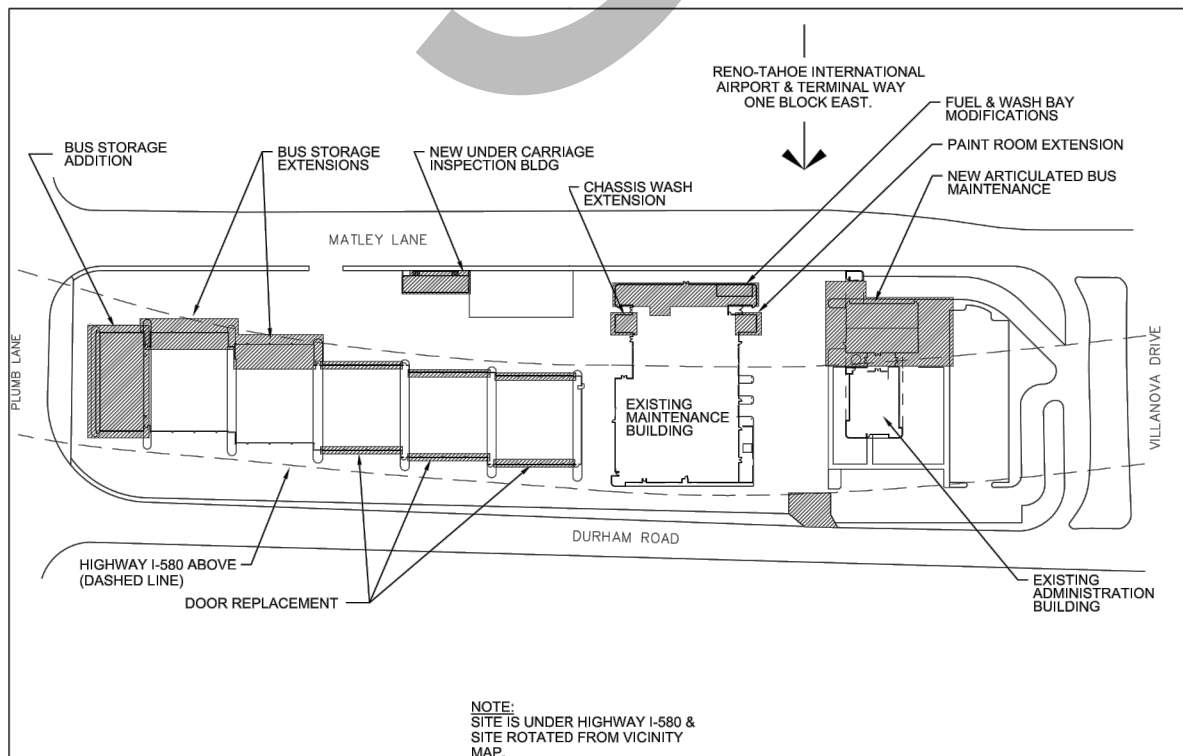
SHEET

E0.0

CLIENT PROJECT ID: N/A JOB NO:



VICINITY MAP
NTS



SITE LOCATION MAP
NTS

SCOPE OF WORK:

UTILIZING EXISTING INFRASTRUCTURE INSTALL NEW ELECTRICAL UTILIZATION EQUIPMENT FOR (2) NEW VEHICLE CHARGING SYSTEMS.

- INSTALL (2) 125KW ELECTRIC VEHICLE CHARGERS AND DISPENSER. PROVIDE ELECTRICAL CONNECTIONS FROM (N) PANEL 'HCP-2' TO CHARGERS AND DISPENSERS.
- INSTALL NEW 600A MLO 480/277VAC PANEL 'HCP-2'.

DRAWING SCHEDULE

SHEET	DESCRIPTION	ISSUE FOR PERMIT DATE: 04/14/2020	REV. TITLE	REV. DATE	REV. TITLE	REV. DATE
E0.0	COVER SHEET	•				
E0.00	SYMBOLS SHEET	•				
E0.2	SPECIFICATIONS	•				
E1.0	SITE PLAN	•				
E2.1	SITE POWER PLAN	•				
E2.1	POWER PLAN - FLOOR 1	•				
E2.2	POWER PLAN - FLOOR 2	•				
E4.0	SINGLE LINE DIAGRAM	•				
E5.1	PANEL SCHEDULES AND DETAILS	•				

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Constructs: MORE_TB24X36.dwg

LEGEND AND ABBREVIATIONS										
(NOTE: THIS IS A MASTER SYMBOL LIST AND NOT ALL SYMBOLS INDICATED HAVE BEEN USED ON PLANS)										
LIGHTING FIXTURES			EQUIPMENT			SINGLE LINE AND SCHEMATICS			ABBREVIATIONS	
	FLUORESCENT CEILING FIXTURE			SWITCHBOARD			CIRCUIT BREAKER:		A, AMP	AMPERES
	FLUORESCENT: OPEN STRIP			PANELBOARD – SURFACE MOUNTED			AF = AMP FRAME AT = AMP TRIP P = POLE AIC = AMPERES INTERRUPTING CAPACITY		AFF	ABOVE FINISHED FLOOR
	CEILING SURFACE OR RECESSED DOWNLIGHT			PANELBOARD – FLUSH MOUNTED					AIC	AMPERES INTERRUPTING CAPACITY
	WALL MOUNTED FIXTURE OR SCENCE			TRANSFORMER			FUSIBLE SWITCH:		ATS	AUTOMATIC TRANSFER SWITCH
	WALL WASHER			RELAY			_/3 = SWITCH SIZE AND POLES ___ = FUSE SIZE		A/V	AUDIO/VISUAL
	TRACK MOUNTED FIXTURES (TRACK LENGTHS AS INDICATED WITH FITTINGS AND CONNECTORS AS REQUIRED)			CONTACTOR					BMS	BUILDING MANAGEMENT SYSTEM
	BOLLARD LUMINAIRE			MAGNETIC STARTER			DRAWOUT CIRCUIT BREAKER:		C	CONDUIT: WITH PULLCORD IF OTHERWISE EMPTY
	POLE OR POST MOUNTED CUTOFF LUMINAIRE			COMBINATION MAGNETIC STARTER/DISCONNECT			AF = AMP FRAME AT = AMP TRIP P = POLE AIC = AMPERES INTERRUPTING CAPACITY		CB, C/B	CIRCUIT BREAKER
	EMERGENCY LIGHTING UNIT: MOUNT AT LOWER OF +96" AFF OR 12" BELOW CEILING			NON–FUSIBLE DISCONNECT SWITCH					CLG	CEILING
	COMBINATION EMERGENCY LIGHTING UNIT & EXIT LIGHT			FUSIBLE DISCONNECT SWITCH			DRAWOUT FUSIBLE SWITCH:		DPDT	DOUBLE POLE DOUBLE THROW
	EXIT LIGHT: FACES AND ARROWS AS INDICATED ON PLANS			VARIABLE FREQUENCY DRIVE			_/3 = SWITCH SIZE AND POLES ___ = FUSE SIZE		DPST	DOUBLE POLE SINGLE THROW
	EXIT LIGHT: FACES AND ARROWS AS INDICATED ON PLANS			JUNCTION BOX – SIZE AS REQUIRED BY NEC					(E)	EXISTING TO REMAIN
	LOW LEVEL EXIT LIGHT: MOUNT AT BETWEEN +6" & +8" A.F.F. TO BOTTOM OF FIXTURE; & 4" MAX. FROM EDGE OF FIXTURE TO LATCH SIDE OF DOOR OR EXIT WAY OPENING.			PLUG MOLD SURFACE RACEWAY AND DEVICES			NORMALLY OPEN CONTACT		EC	EMPTY CONDUIT
RECEPTACLES				TELEPOWER POLE					EM	EMERGENCY
	SINGLE: 20A, 125V, NEMA 5–20R, +15" AFF TO BOTTOM UON			POWER POLE					EMT	ELECTRIC METALLIC TUBING
	DUPLEX: 20A, 125V, NEMA 5–20R, +15" AFF TO BOTTOM UON		CIRCUITING				RELAY COIL		FACP	FIRE ALARM CONTROL PANEL
	SINGLE: 30A, 250V, NEMA 6–30R, +15" AFF TO BOTTOM UON			IN WALL OR ABOVE CEILING			TRANSFER SWITCH (AUTOMATIC OR MANUAL PER PLANS)		FBO	FURNISHED BY OTHERS
	DOUBLE DUPLEX: 20A, 125V, NEMA 5–20R, +15" AFF TO BOTTOM UON			IN FLOOR OR BELOW GRADE			TRANSFORMER		FLUOR	FLUORESCENT
	HALF SWITCHED DUPLEX: 20A, 125V, NEMA 5–20R, +15" AFF TO BOTTOM UON (TOP HALF SWITCHED)			CIRCUITING TYPE: T = TELEPHONE C = CONTROL S = SECONDARY TV = TELEVISION P = PRIMARY OH = OVERHEAD SERVICE FO = FIBER OPTIC					FU	FUSE: DUAL–ELEMENT, TIME DELAY
	DUPLEX GFCI: 20A, 125V, GFCI, NEMA 5–20R GFCI, +15" AFF TO BOTTOM UON			STUB OUT: MARK AND CAP					GFCI	GROUND FAULT CIRCUIT INTERRUPTER
	DUPLEX I.G.: 20A, 125V, ISO. GND., NEMA 5–20R IG, +15" AFF TO BOTTOM UON (ORANGE DEVICE AND FACEPLATE)			CIRCUITING UP			PANEL – SEE PANEL SCHEDULE FOR DETAILS		G,GND	GROUND
	SPECIAL RECEPTACLE – AS INDICATED ON PLANS, +15" AFF TO BOTTOM UON			CIRCUITING DOWN			PANEL WITH MAIN BREAKER – SEE PANEL SCHEDULE FOR DETAILS		HOA	HAND–OFF–AUTOMATIC
	CLOCK HANGER: MOUNTED AT +80" AFF UON			TICS = No. OF #12 WIRES IF MORE THAN TWO // = NUMBER OF PHASE WIRES / = GROUND WIRE / = NEUTRAL WIRE / = ISOLATED GROUND WIRE					HID	HIGH INTENSITY DISCHARGE
SIGNAL OUTLETS				HOMERUN = 1/2" C. UON, 4–#12, 1–#12G TO PANEL 'A', CIRCUIT No.s 1,3 AND 5			MOTOR STARTER: NUMBER=NEMA STARTER SIZE		HP	HORSEPOWER
	TELEPHONE OUTLET: +15" AFF TO BOTTOM UON			FIRE ALARM CONTROL PANEL: SURFACE MOUNTED UON			MOTOR OVERLOADS		HPS	HIGH PRESSURE SODIUM
	DATA OUTLET: +15" AFF TO BOTTOM UON			FIRE ALARM TERMINAL CABINET: SURFACE MOUNTED UON			CURRENT TRANSFORMERS		IG	ISOLATED GROUND
	TELEPHONE/DATA OUTLET: +15" AFF TO BOTTOM UON			FIRE ALARM REMOTE ANNUNCIATOR: FLUSH MOUNTED UON			UTILITY COMPANY METER WITH CURRENT TRANSFORMERS		INCAND	INCANDESCENT
	TELEVISION OUTLET: +15" AFF TO BOTTOM UON			MANUAL PULL STATION: AT +48" TO TOP UON			INDICATOR LIGHT A=AMBER G=GREEN R=RED		Kcmil	THOUSAND CIRCULAR MILS (1in. = 1000MILS)
	CAMERA OUTLET			FIRE SPRINKLER WATER FLOW SWITCH			GROUND FAULT RELAY		KW	KILOWATT
	MICROPHONE OUTLET			FIRE SPRINKLER TAMPER SWITCH			SHUNT TRIP UNIT		KVA	KILOVOLT AMPS
	VOLUME CONTROL OUTLET			SMOKE DETECTOR: CEILING MOUNTED			AMMETER		LPS	LOW PRESSURE SODIUM
	SPEAKER: CEILING MOUNTED UON			HEAT DETECTOR: CEILING MOUNTED			VOLTMETER		LTG	LIGHTING
	CARD READER: +48" AFF UON			DUCT SMOKE DETECTOR			POWER FACTOR METER		LV	LOW VOLTAGE
SWITCHES				HORN: WALL MOUNT AT LOWER OF 80" AFF OR 6" BELOW CEILING, UON			AMMETER SWITCH		MCB	MAIN CIRCUIT BREAKER
	SINGLE POLE: 20A, 120V OR 277V, +48" AFF TO TOP UON			CHIME: WALL MOUNT AT LOWER OF 80" AFF OR 6" BELOW CEILING, UON			VOLTMETER SWITCH		MCC	MOTOR CONTROL CENTER
	DOUBLE POLE: 20A, 120V OR 277V, +48" AFF TO TOP UON			SPEAKER: WALL MOUNT AT LOWER OF 80" AFF OR 6" BELOW CEILING, UON		METHODS		MCP	MOTOR CIRCUIT PROTECTOR	
	THREE WAY: 20A, 120V OR 277V, +48" AFF TO TOP UON			HORN AND STROBE: WALL MOUNT AT LOWER OF 80" AFF OR 6" BELOW CEILING, UON			SHADING INDICATES: FIXTURE ON EMERGENCY 'X' OR NIGHT LIGHT 'NL' CIRCUIT		MPOE	MINIMUM POINT OF ENTRY FOR TEL/DATA SERVICES
	FOUR WAY: 20A, 120V OR 277V, +48" AFF TO TOP UON			CHIME AND STROBE: WALL MOUNT AT LOWER OF 80" AFF OR 6" BELOW CEILING, UON			LETTERS INDICATE FIXTURE CONTROLLED BY SWITCHES 'a' & 'b'.		(N)	NEW
	TIMER SWITCH: 20A, 120V OR 277V, +48" AFF TO TOP UON			MAGNETIC DOOR HOLDER: SYSTEM POWERED AND CONTROLLED, UON			DEVICES MOUNTED IN A MULTIGANG BOX UNDER COMMON COVER MAXIMUM HEIGHT ON WALL SHALL BE +48" TO TOP UON		NACB	NON–ADJUSTABLE CIRCUIT BREAKER
	'P' = PILOT LIGHT SWITCH (LIGHTED WHEN "ON"), +48" AFF TO TOP UON			FIREFIGHTERS TELEPHONE OUTLET: MOUNTED AT +48" TO TOP UON			FLUSH FLOOR MOUNTED WIRING DEVICES		NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
	'K' = KEY OPERATED SWITCH, +48" AFF TO TOP UON			FIRE SMOKE DAMPER			FLUSH FLOOR MOUNTED WIRING DEVICES IN SINGLE MULTI–COMPARTMENT BOX		N,N,NEUT	NEUTRAL
	MANUAL MOTOR STARTER WITH THERMAL OVERLOAD: 20A, 120V OR 277V		DESIGNATIONS				RECEPTACLE MOUNTED IN CASEWORK		NIC	NOT IN CONTRACT
	MOMENTARY CONTACT: 20A, 120V OR 277V, SPDT CENTER NORMALLY OFF UON, +48" TO TOP UON			LIGHTING FIXTURE: F1 = TYPE, 3 = QTY., TYP = TYPICAL TYPES: A = INCANDESCENT F = FLUORESCENT H = HIGH INTENSITY DISCHARGE X = EMERGENCY			RECEPTACLE OR JUNCTION BOX MOUNTED IN CEILING		NL	NIGHT LIGHT
	DIMMER: 600 WATT UON, ELECTRONIC SLIDER, WITH ON/OFF TOGGLE, +48" TO TOP UON (PLANS SHALL INDICATE TYPE: FLUOR, INCAND OR LOW–VOLTAGE)			SHEET NOTE			RECEPTACLE OR JUNCTION BOX MOUNTED IN CEILING		NTS	NOT TO SCALE
	LOW VOLTAGE SWITCH – WALL MOUNTED AT +48" TO TOP UON			MECHANICAL EQUIPMENT			RECEPTACLE OR JUNCTION BOX MOUNTED IN CEILING		OC	ON CENTER
	MOTION/OCCUPANCY SENSOR SWITCH WITH OFF–AUTO SELECTOR – WALL MOUNTED AT +48" TO TOP UON			FEEDER CIRCUITRY TAG X1 = CONDUIT X2 = FEEDER X3 = GROUND			RECEPTACLE OR JUNCTION BOX MOUNTED IN CEILING		PNL	PANEL
	MOTION/OCCUPANCY SENSOR SWITCH WITH OFF–AUTO SELECTOR – CEILING MOUNTED			DETAIL CALLOUT ON PLANS X= DETAIL NUMBER XX= SHEET NUMBER			RECEPTACLE OR JUNCTION BOX MOUNTED IN CEILING		PVC	POLYVINL CHLORIDE CONDUIT
	PHOTOCELL ELECTRIC SWITCH: 1600VA UON						RECEPTACLE OR JUNCTION BOX MOUNTED IN CEILING		(R)	EXISTING TO BE RELOCATED
MISCELLANEOUS							RECEPTACLE OR JUNCTION BOX MOUNTED IN CEILING		RGS	RIGID GALVANIZED STEEL
	THERMOSTAT: MOUNT AT +48' TO TOP UON (PER MECHANICAL PLANS)						RECEPTACLE OR JUNCTION BOX MOUNTED IN CEILING		SPDT	SINGLE POLE DOUBLE THROW
	EXHAUST FAN: FRACTIONAL HORSEPOWER						RECEPTACLE OR JUNCTION BOX MOUNTED IN CEILING		SPST	SINGLE POLE SINGLE THROW
	MOTOR: NUMBER = HORSEPOWER						RECEPTACLE OR JUNCTION BOX MOUNTED IN CEILING		TYP	TYPICAL
	EMERGENCY POWER OFF PUSH BUTTON						RECEPTACLE OR JUNCTION BOX MOUNTED IN CEILING		UG	UNDER GROUND
	GROUND ROD						RECEPTACLE OR JUNCTION BOX MOUNTED IN CEILING		UNSW	UNSWITCHED
	GROUND WELL						RECEPTACLE OR JUNCTION BOX MOUNTED IN CEILING		UON	UNLESS OTHERWISE NOTED
							RECEPTACLE OR JUNCTION BOX MOUNTED IN CEILING		UPS	UNINTERRUPTABLE POWER SUPPLY
							RECEPTACLE OR JUNCTION BOX MOUNTED IN CEILING		V	VOLTS
							RECEPTACLE OR JUNCTION BOX MOUNTED IN CEILING		WP	WEATHER PROOF (NEMA 3R)
							RECEPTACLE OR JUNCTION BOX MOUNTED IN CEILING		(X)	EXISTING TO BE REMOVED
							RECEPTACLE OR JUNCTION BOX MOUNTED IN CEILING		XFMR	TRANSFORMER
							RECEPTACLE OR JUNCTION BOX MOUNTED IN CEILING		XP	EXPLOSION PROOF
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Constructs: MORE_TB2x436.dwg

GENERAL NOTES AND SPECIFICATIONS

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS ENFORCED BY THE APPLICABLE REGULATORY AGENCIES, INCLUDING FEDERAL, STATE AND LOCAL ORDINANCES, AND CODES IN EFFECT AT THE TIME OF CONSTRUCTION INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
- WAHOO COUNTY CODE AS ADOPTED
 - 2018 INTERNATIONAL ENERGY CONSERVATION CODE
 - 2018 INTERNATIONAL BUILDING CODE
 - 2017 NATIONAL ELECTRICAL CODE
 - AMERICANS WITH DISABILITIES ACT
- PROVIDE ALL MATERIALS AND LABOR AS REQUIRED TO ACHIEVE A COMPLETE AND OPERATIONAL SYSTEM.
 - COORDINATE AND OBTAIN APPROVALS FROM ALL RESPECTIVE UTILITY COMPANIES AS REQUIRED FOR A COMPLETE AND FUNCTIONAL INSTALLATION.
 - INSTALL RACEWAY SYSTEMS AS FOLLOWS:
 - USE RIGID GALVANIZED STEEL IN ALL AREAS EXPOSED TO WEATHER OR PHYSICAL DAMAGE. USE FLEXIBLE METALLIC CONDUIT ONLY IN AREAS AS PERMITTED BY LOCAL CODE AUTHORITY.
 - USE SEAL-TITE IN AREAS EXPOSED TO WEATHER.
 - USE P.V.C. CONDUIT UNDERGROUND WITH CODE SIZED GROUND. CONDUIT RISERS AND STUBS ABOVE GRADE SHALL BE I.M.C. WITH HALF-LAPPED TAPE COVERING OR P.V.C. COATING.
 - USE ELECTRICAL METALLIC TUBING FOR ALL OTHER AREAS WITH STEEL SET SCREW FITTINGS EXCEPT WHERE COMPRESSION TYPE (STEEL) FITTINGS ARE REQUIRED FOR WEATHER -TIGHT CONDITIONS.
 - ALL NEW WIRING SHALL BE COPPER TYPE "THHN/THWN" -U.O.N.
 - CONDUIT FOR ROOF MOUNTED EQUIPMENT SHALL BE ROUTED BELOW THE ROOF WITHIN THE BUILDING.
 - ALL FIXTURE, DEVICE, ETC... LOCATIONS SHALL BE VERIFIED WITH ARCH. DRAWINGS AS WELL AS EQUIPMENT SUPPLIER REQUIREMENTS PRIOR TO ANY ROUGH-IN WORK.
 - ALL LIGHTING FIXTURES SHALL BE MOUNTED AND SUPPORTED IN ACCORDANCE WITH OSHA STANDARDS AND ALL LOCAL, STATE, AND NATIONAL ELECTRICAL CODE (NEC 2017).
 - ELECTRICAL CONTRACTOR SHALL PROVIDE LIGHTING FIXTURE MOUNTING KITS AS REQUIRED TO SUIT THE EXACT TYPE OF CEILING TO WHICH THEY ARE MOUNTED.
 - THESE DRAWINGS ARE DIAGRAMMATIC AND REPRESENT THE INTENT OF EQUIPMENT, DEVICES, ETC... TO BE CONNECTED AND THE CIRCUITS TO WHICH THEY ARE TO BE CONNECTED TO. CONTRACTOR SHALL INSTALL ALL CONDUIT, J-BOXES, ETC. AS REQUIRED FOR A COMPLETE AND OPERATIONAL SYSTEM.
 - ALL EXTERIOR EQUIPMENT SHALL BE WEATHERPROOF.
 - ELECTRICAL CONTRACTOR SHALL PERFORM ALL WORK IN STRICT ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL GOVERNING CODES.
 - ALL EQUIPMENT SHALL BE NEW AND BEAR A "UL" LABEL - U.O.N.
 - ELECTRICAL CONTRACTOR SHALL SECURE AND PAY FOR ALL NECESSARY BUILDING PERMITS.
 - ALL ELECTRICAL EQUIPMENT SHALL BE BRACED FOR SEISMIC IMPORTANCE FACTOR OF 1.0
 - ALL WORK SHALL CONFORM TO THE PROTERRA CHARGE SYSTEM INSTALLATION MANUAL (037378_E03). ANY CONFLICT BETWEEN THIS DESIGN DOCUMENT AND THE INSTALLATION MANUAL SHALL BE BROUGHT TO THE ATTENTION OF PROTERRA.
 - COMPLETE ELECTRICAL INSTALLATION SHALL BE GUARANTEED IN WRITING FOR A PERIOD OF (1) YEAR -U.O.N.
 - ELECTRICAL CONTRACTOR SHALL INCLUDE IN BID -COSTS FOR ALL HVAC CONTROL COMPONENTS, CONDUITS, DEVICES, ETC. AS DEEMED NECESSARY FOR A COMPLETE AND OPERATIONAL HVAC SYSTEM. REFER TO MECHANICAL DRAWINGS, DIAGRAMS AND SPECS FOR THOSE ITEMS REQUIRED UNDER THE ELECTRICAL SECTION OF THIS CONTRACT.
 - ELECTRICAL CONTRACTOR SHALL VISIT SITE PRIOR TO BID DATE, TO VERIFY ALL EXISTING CONDITIONS TO BE ENCOUNTERED IN THE INSTALLATION OF ALL NEW EQUIPMENT, FIXTURES, DEVICES, FEEDERS, ETC.. EXACT INSTALLATION METHOD AND REQUIREMENTS SHALL BE VERIFIED AND DETERMINED PRIOR TO BID DATE. CONTRACTORS SHALL IMMEDIATELY NOTIFY THIS ENGINEER OF ANY REQUIRED MODIFICATIONS WHICH ARE NOT SHOWN ON THESE DRAWINGS. SUBMITTAL OF BID INDICATES CONTRACTOR IS AWARE OF ALL JOB SITE CONDITIONS AND WORK TO BE PERFORMED.
 - ALL ELECTRICAL EQUIPMENT CHARACTERISTICS, LOCATIONS, AND CONNECTION REQUIREMENTS SHALL BE VERIFIED PRIOR TO ANY ROUGH-IN WORK.
 - ELECTRICAL CONTRACTOR SHALL FURNISH THE FOLLOWING SHOP DRAWINGS FOR PRIOR APPROVAL:
 - ALL SUBSTITUTED LIGHT FIXTURES.
 - ALL ELECTRICAL SERVICE EQUIPMENT, DISTRIBUTION EQUIPMENT AND PANELBOARDS. OTHER ITEMS AS SPECIFICALLY INDICATED.
 - THESE ITEMS SHALL BE APPROVED BY THIS OFFICE PRIOR TO ANY COMMENCEMENT OF PLACING ORDERS OR PERFORMING ANY ROUGH-IN WORK.
 - COMPLETE ELECTRICAL SYSTEM SHALL BE GROUNDED IN ACCORDANCE WITH THE PRESENTLY ADOPTED EDITION OF THE N.E.C. ART. 250.
 - PENETRATIONS OF ALL FIRE RATED WALLS OR CEILINGS SHALL BE FIRE RATED IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL CODES.
 - PROVIDE ENGRAVED PLASTIC NAMEPLATES FOR ALL MAJOR ELECTRICAL EQUIPMENT.
 - PROVIDE THE OWNER AND THIS ENGINEER WITH ONE SET OF ELECTRICAL "AS-BUILTS" AT THE COMPLETION OF JOB.
 - PROVIDE NECESSARY COORDINATION WITH SERVING UTILITY COMPANIES TO ESTABLISH SERVICE ENTRANCE FACILITIES, AND TO MEET OTHER REQUIREMENTS FOR A COMPLETE AND OPERABLE INSTALLATION. VERIFY SIZE AND ORIENTATION OF EQUIPMENT TO BE INSTALLED IN INTERIOR SPACES WITH THE MANUFACTURER OF THAT EQUIPMENT TO ENSURE ADEQUATE WORKING CLEARANCE AND VENTILATION. COORDINATE THE WORK OF OTHER TRADES, VERIFYING REQUIRED WORKING CLEARANCES, SLEEVES, SUPPORTS, DOOR SWINGS, AND OTHER ITEMS AFFECTING THE WORK OF THIS SECTION. VERIFY THE METHODS OF INSTALLING AND CONNECTING EQUIPMENT, OUTLETS, AND OTHER ITEMS.
 - ALL PARTS OF EQUIPMENT AND MATERIALS SHALL BE THOROUGHLY CLEANED. PROTECT ALL WORK, MATERIALS AND EQUIPMENT FROM DAMAGE FROM ANY CAUSE AND PROVIDE ADEQUATE AND PROPER STORAGE FACILITIES DURING THE PROGRESS OF THE WORK. PROVIDE FOR THE SAFETY AND GOOD CONDITION OF ALL THE WORK UNTIL FINAL ACCEPTANCE BY THE OWNER; REPLACE ALL DAMAGED OR DEFECTIVE WORK, MATERIALS AND EQUIPMENT PRIOR TO REQUESTING FINAL ACCEPTANCE. PROVIDE AND MAINTAIN SUITABLE BARRIERS, WARNING SIGNS, LIGHTS, ETC., WHERE REQUIRED FOR PROTECTION OF THE PUBLIC AND OCCUPANTS ABOUT THE SITE. AT THE CONCLUSION OF EACH WORKDAY, THE PREMISES SHALL BE LEFT FREE FROM DEBRIS INCIDENTAL TO THE WORK, AND IN A CONDITION ACCEPTABLE TO THE OWNER OR TENANT.
 - RACEWAY INSTALLATION:
 - ALL EXPOSED CONDUIT SHALL BE RUN PARALLEL TO, OR AT RIGHT ANGLES TO, BUILDING WALLS OR STRUCTURAL MEMBERS.
 - SECURELY AND RIGIDLY SUPPORT ALL RACEWAY FROM THE BUILDING STRUCTURE. SECURE BY MEANS OF APPROVED PIPE CLAMPS OR STRAPS. PROVIDE SUPPORTS AT INTERVALS NOT EXCEEDING 10 FEET, AND WITHIN 3 FEET OF TERMINATIONS AND CHANGES IN DIRECTION.
 - INDIVIDUAL SUSPENDED RACEWAYS ABOVE CEILINGS SHALL BE SUPPORTED BY MEANS OF HANGER RODS AND PIPE CLAMPS. MULTIPLE SUSPENDED RACEWAYS SHALL BE SUPPORTED BY MEANS OF TRAPEZE TYPE HANGERS ("C" CHANNELS OR "UNISTRUT") AND PIPE CLAMPS.
 - INDIVIDUAL RACEWAY PLACED AGAINST CONCRETE, MASONRY OR BRICK WALLS OR SLABS SHALL BE SECURED WITH PIPE CLAMPS AND EXPANSION SHIELDS. ATTACHMENT TO DRYWALL OR PLASTER CONSTRUCTION SHALL BE BY MEANS OF PIPE CLAMPS AND SCREWS FASTENED TO STUDS OR OTHER STRUCTURAL MEMBERS. PROVIDE "C" CHANNEL SUPPORTS FOR ALL MULTIPLE RACEWAY RUNS SECURED TO WALLS OR SLABS.
 - ALL DEVICES SHALL BE SPECIFICATION GRADE. ALL SINGLE AND GANGED PLATES SHALL BE THERMOPLASTIC AND SHALL MATCH THE DEVICE LOCATED IN COLOR. COORDINATE DEVICE COLOR WITH THE ARCHITECT PRIOR TO INSTALLATION. GANG DEVICES AT GROUP LOCATIONS UNDER A SINGLE COVER PLATE.
 - COORDINATE ALL MOTOR OVERLOADS AND/OR FUSES FURNISHED BY THIS CONTRACT WITH THE ACTUAL EQUIPMENT INSTALLED. SIZE OVERLOADS BASED ON MOTOR NAMEPLATE FULL LOAD CURRENT AND SERVICE FACTOR. FUSES FOR MOTOR AND TRANSFORMER CIRCUITS SHALL BE DUAL ELEMENT. FUSES FOR OTHER "NON-INRUSH" LOADS SHALL BE FAST ACTING. ALL FUSES SHALL BE CURRENT LIMITING CLASS RK5 OR CLASS L UNLESS OTHERWISE NOTED.
 - INSTALL ALL WALL MOUNTED POWER, TELEPHONE AND DATA OUTLETS AT +18" A.F.F. UNLESS OTHERWISE NOTED. INSTALL ALL LIGHTING CONTROL SWITCHES, FIRE ALARM PULLSTATIONS, FIREMAN'S TELEPHONE JACKS, AND WALL TELEPHONE JACKS AT +46" A.F.F., UNLESS OTHERWISE NOTED. ALL HEIGHT MEASUREMENTS SHALL BE TO THE CENTERLINE OF THE DEVICE.
 - PROVIDE "WARNING: POTENTIAL ARC FLASH HAZARD" LABEL FOR ALL SWITCHBOARDS, PANELBOARDS, METER SOCKET ENCLOSURES AND MOTOR CONTROL CENTERS PER 2017 NEC ARTICLE 110.16 "FLASH PROTECTION" REQUIREMENTS. (APPLIES TO DESIGNATED SCOPE OF WORK ONLY.)
 - PROVIDE "HANDLE-TIE" FOR ALL CIRCUITS SHARING A COMMON NEUTRAL PER 2017 NEC ARTICLES 210.4, 240.15(B)(1), 300.13(B), 605.6, & 605.7 REQUIREMENTS.
 - CONTRACTOR WILL COMPLY WITH ALL LAWS, ORDINANCES AND REGULATIONS. CONTRACTOR SHALL BE FAMILIAR WITH O.S.H.A. INDUSTRIAL ORDERS AND SHALL CONDUCT HIS WORK ACCORDINGLY. WHEN WORKING AROUND ENERGIZED UTILITIES, THE UTILITY OWNER SHALL BE NOTIFIED TO SUPPLY THE APPROPRIATE MAN POWER AND SAFETY PRECAUTIONS AS NEEDED. THE CONTRACTOR IS RESPONSIBLE FOR PUBLIC SAFETY AND TRAFFIC CONTROL MEASURES.
 - UTILITY TRENCH CONTRACTOR TO VERIFY EXACT LOCATION OF ALL EXISTING FACILITIES PRIOR TO ANY TRENCH CONSTRUCTION. POTHOLE, IF NECESSARY, CONTACT U.S.A DIG ALERT 24 HOURS IN ADVANCE.
 - ANY DEVICE, OR OTHER PHYSICAL OBJECT THAT IS CAPABLE OF CONNECTING TO THE INTERNET, DIRECTLY OR INDIRECTLY, AND THAT IS ASSIGNED AN INTERNET PROTOCOL ADDRESS OR BLUETOOTH ADDRESS MUST BE EQUIPPED WITH A REASONABLE SECURITY FEATURE OR FEATURES TO PREVENT UNAUTHORIZED USERS FROM ACCESSING THE DEVICE.

1
1

SPECIFICATION SHEET

SCALE: NTS



1815 ROLLINS ROAD
BURLINGAME, CA 94010

CONSULTANT LOGO/ LICENSE STAMP



VILLANOVA BUS DEPOT
2050 VILLANOVA DRIVE
RENO, NV 89502
PROJECT: PRJ-123 RENO RTC

"THESE DRAWINGS AND SPECIFICATIONS
HAVE BEEN PREPARED BY MORE
CONSULTING FOR THEIR EXCLUSIVE
USE."

REV	DESCRIPTION	DATE
1	ISSUE FOR PERMIT	04/14/2020

SHEET TITLE

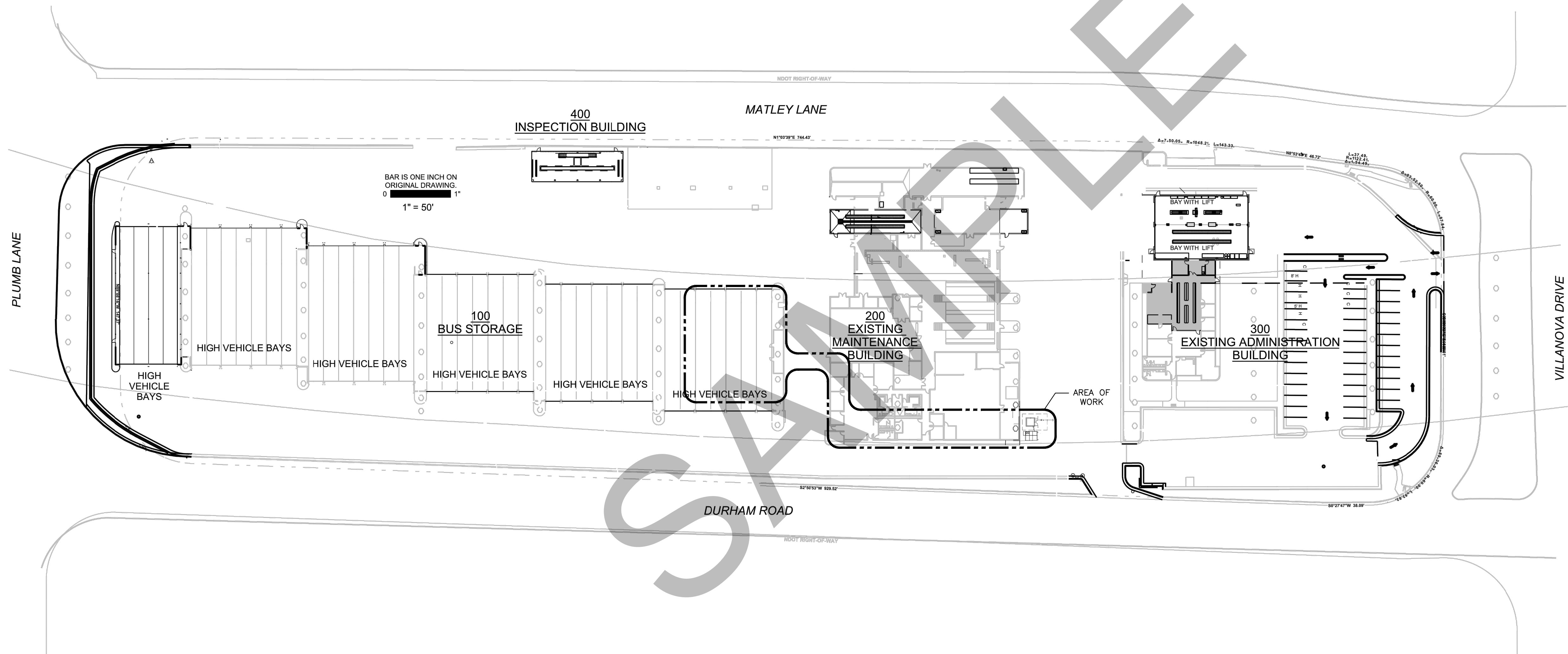
SPECIFICATIONS

SHEET

E0.2

CLIENT PROJECT ID: N/A JOB NO:

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Construct: MORE_TB24x36.dwg



1 SITE PLAN
SCALE: N.T.S.



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VILLANOVA BUS DEPOT
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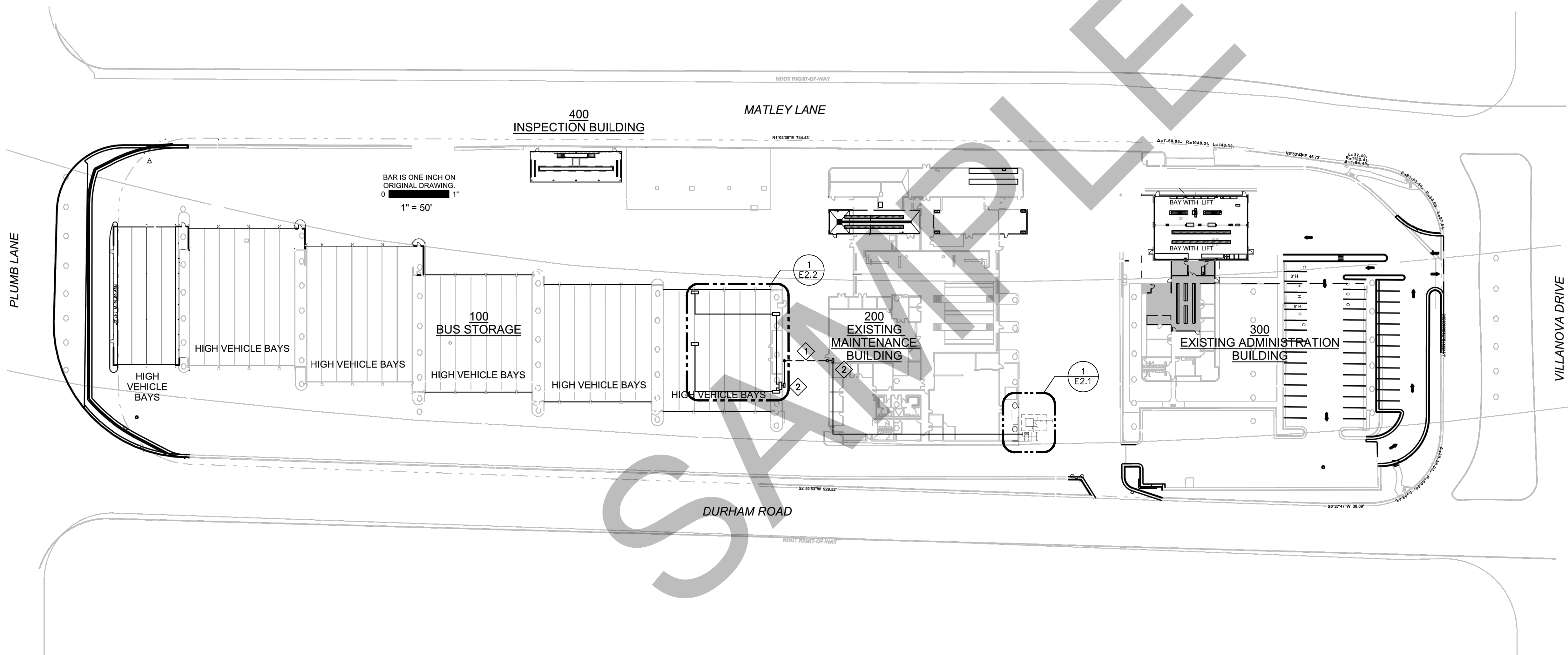
SITE PLAN

SHEET

E1.0

CLIENT PROJECT ID: N/A JOB NO:

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Construct: MORE_TB24x36.dwg



1
-
SITE PLAN
SCALE: N.T.S.



SHEET NOTES:

- 1 UTILIZE EXISTING PROVISIONED 4" CONDUIT STUB UP ON EACH SIDE OF DRIVE ISLE. CONNECT NEW 4" EMT AND PULL FEEDER CABLE THROUGH EXISTING UNDERGROUND RACEWAY AND COMPLETE RACEWAY FROM STUB UP TO (N)PANEL 'HCP-2'
- 2 PROVIDE (N) NEMA 3R PULL BOX FOR (N)RACEWAY. MOUNT EXTERIOR ON WALL OR ROOF OF BUILDING UNDER FREEWAY.



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SHEET TITLE

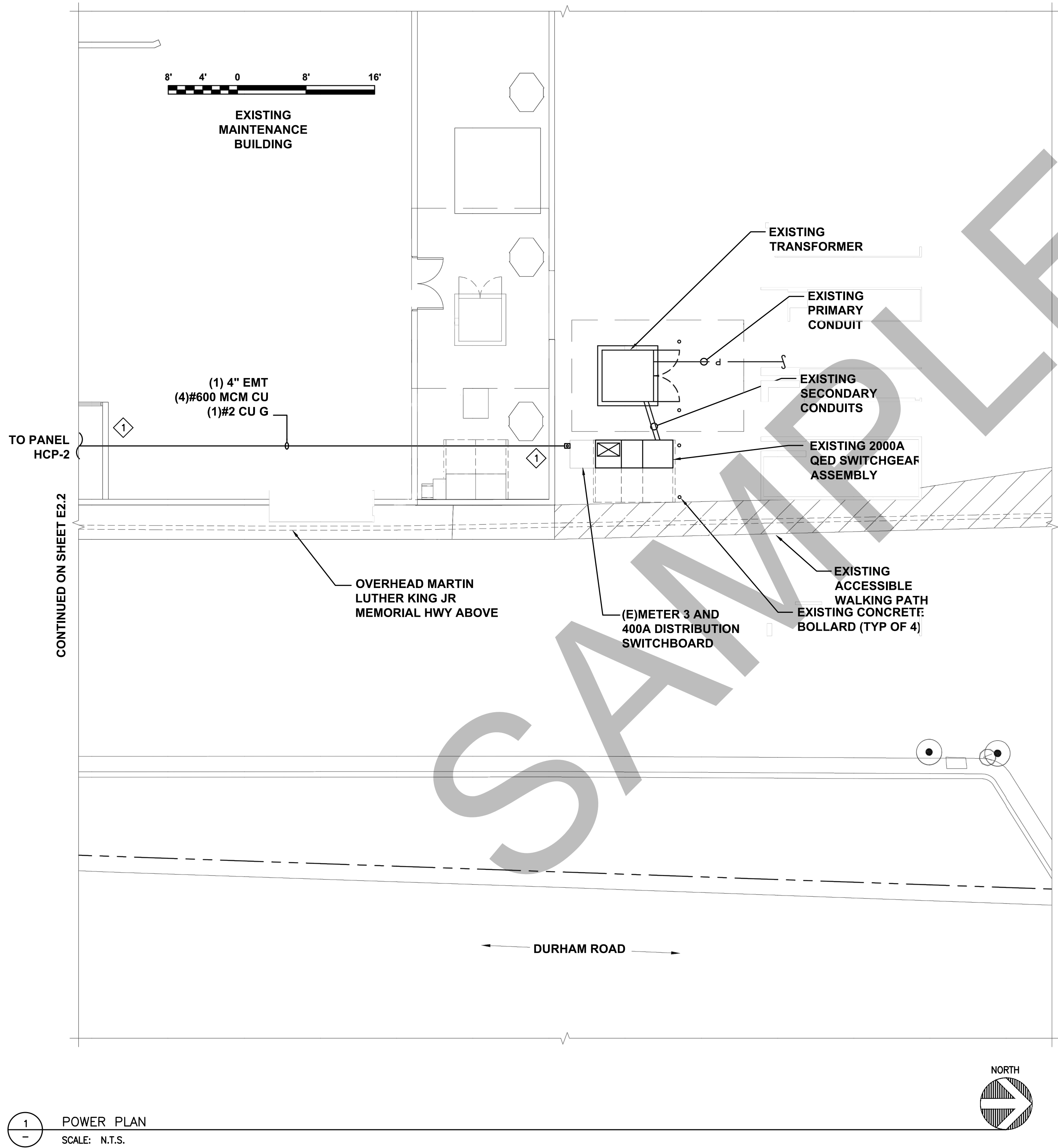
SITE POWER PLAN

SHEET

E2.0

CLIENT PROJECT ID: N/A JOB NO:

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Constructs: MORE_TB24X36.dwg



GENERAL NOTES:

A. CONTRACTOR SHALL REFERENCE NVE UTILITY DESIGN "ELE#": 3001875096" FOR ALL UTILITY RELATED DETAILS AND SPECIFICATION REQUIREMENTS.

SHEET NOTES:

◇ PROVIDE SIDE PENETRATION AND PULL BOX FOR (N)FEEDER. RUN CONDUIT ABOVE EXISTING BUILDING TO UNDER DRIVE ISLE PROVIDED CONDUIT.



PROTERRA

1815 ROLLINS ROAD
BURLINGAME, CA 94010

CONSULTANT LOGO/ LICENSE STAMP



VILLANOVA BUS DEPOT
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REV	DESCRIPTION	DATE
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SHEET TITLE

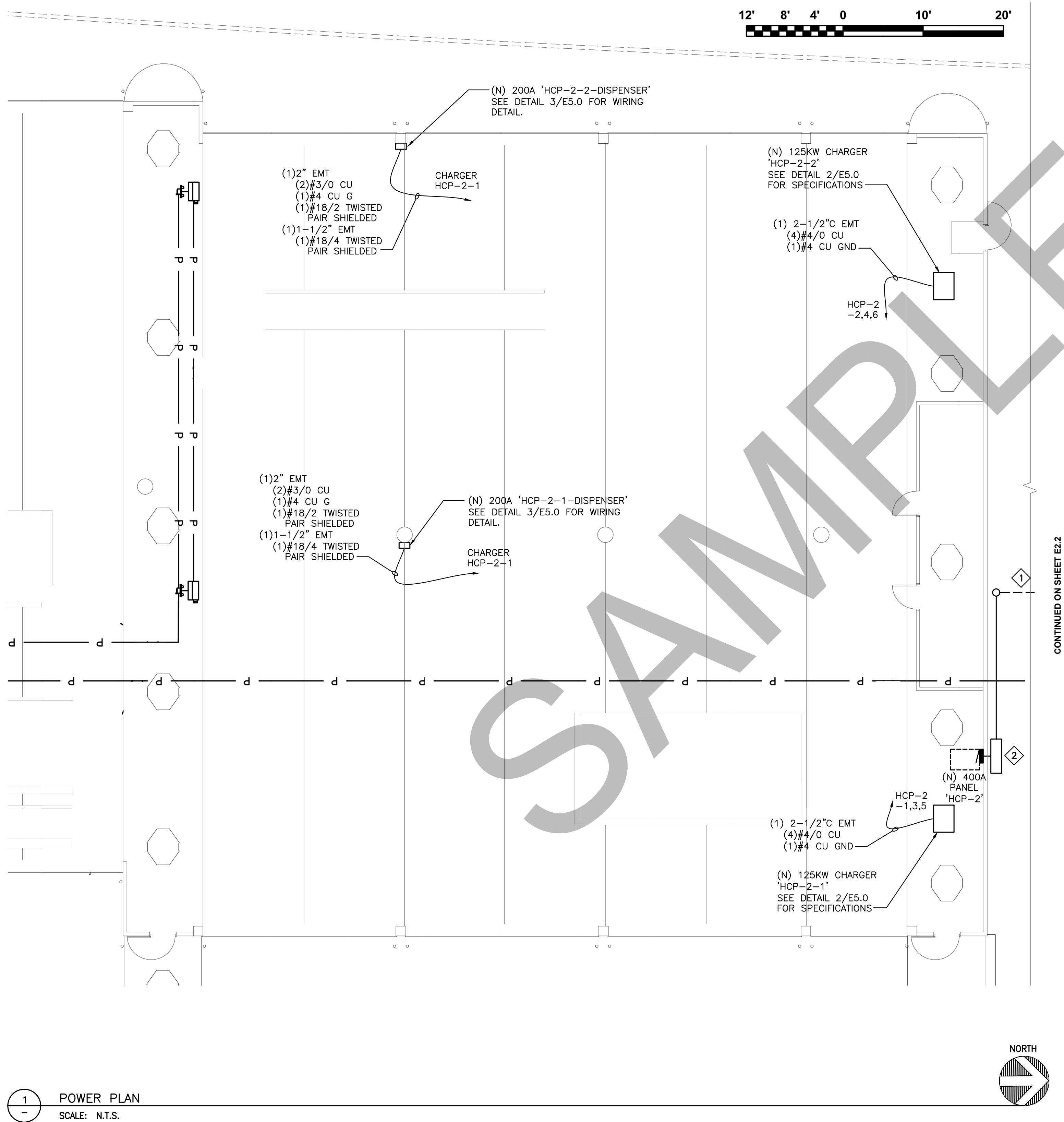
POWER PLAN

SHEET

E2.1

CLIENT PROJECT ID: N/A JOB NO:

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Construct: MORE_TB24x36.dwg



1 POWER PLAN
SCALE: N.T.S.

SHEET NOTES:

- UTILIZE EXISTING PROVISIONED 4" CONDUIT STUB UP ON EACH SIDE OF DRIVE ISLE. CONNECT NEW 4" EMT AND PULL FEEDER CABLE THROUGH EXISTING UNDERGROUND RACEWAY AND COMPLETE RACEWAY FROM STUB UP TO (N) PANEL 'HCP-2'
- PROVIDE (N) NEMA 3R PULL BOX FOR (N) RACEWAY. MOUNT EXTERIOR ON WALL OR ROOF OF BUILDING UNDER FREEWAY.



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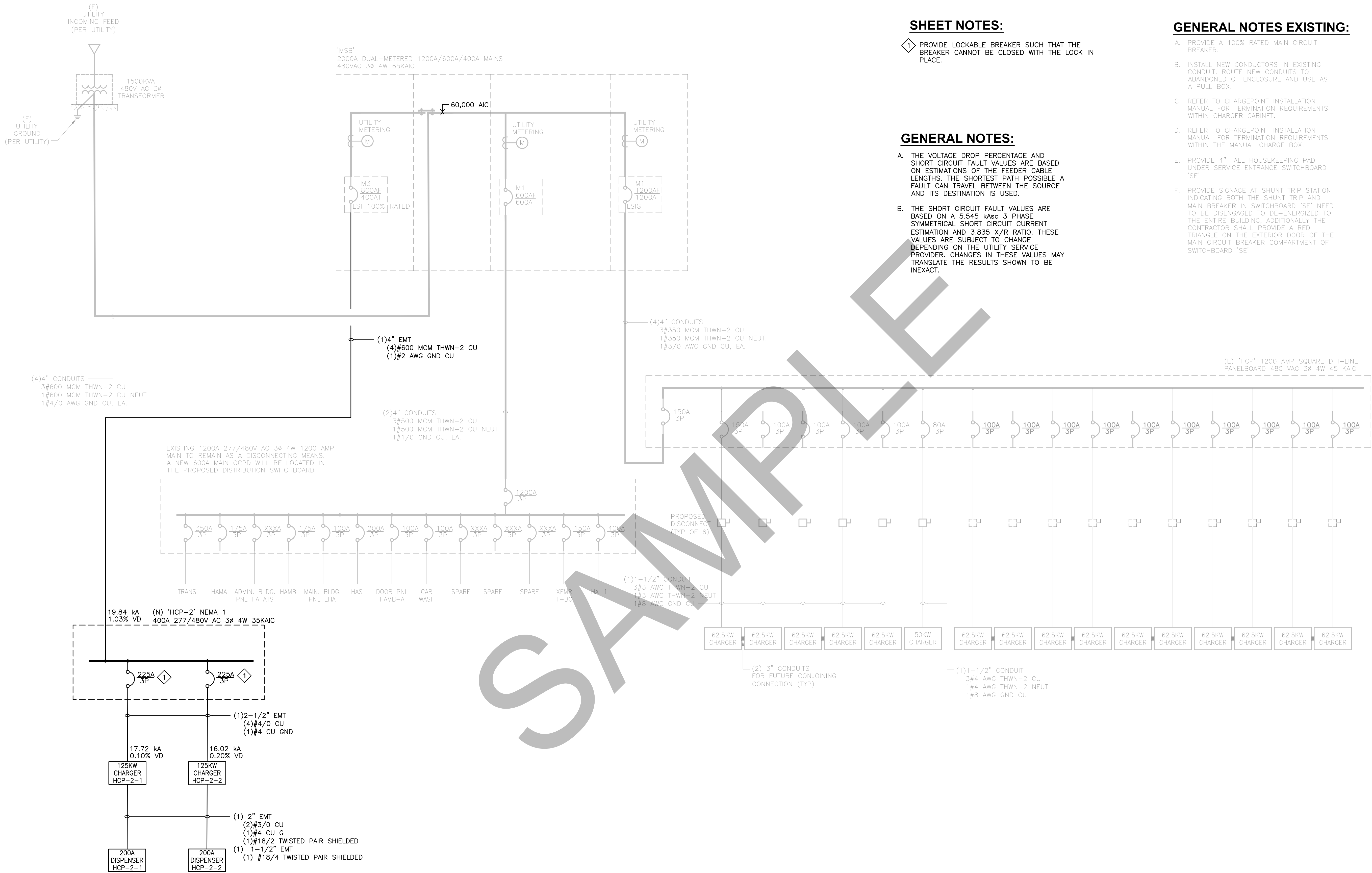
SHEET TITLE

POWER PLAN

SHEET

E2.2

CLIENT PROJECT ID: N/A JOB NO:



SHEET NOTES:

- 1 PROVIDE LOCKABLE BREAKER SUCH THAT THE BREAKER CANNOT BE CLOSED WITH THE LOCK IN PLACE.

GENERAL NOTES:

- A. THE VOLTAGE DROP PERCENTAGE AND SHORT CIRCUIT FAULT VALUES ARE BASED ON ESTIMATIONS OF THE FEEDER CABLE LENGTHS. THE SHORTEST PATH POSSIBLE A FAULT CAN TRAVEL BETWEEN THE SOURCE AND ITS DESTINATION IS USED.
- B. THE SHORT CIRCUIT FAULT VALUES ARE BASED ON A 5.545 kAsc 3 PHASE SYMMETRICAL SHORT CIRCUIT CURRENT ESTIMATION AND 3.835 X/R RATIO. THESE VALUES ARE SUBJECT TO CHANGE DEPENDING ON THE UTILITY SERVICE PROVIDER. CHANGES IN THESE VALUES MAY TRANSLATE THE RESULTS SHOWN TO BE INEXACT.

GENERAL NOTES EXISTING:

- A. PROVIDE A 100% RATED MAIN CIRCUIT BREAKER.
- B. INSTALL NEW CONDUCTORS IN EXISTING CONDUIT. ROUTE NEW CONDUITS TO ABANDONED CT ENCLOSURE AND USE AS A PULL BOX.
- C. REFER TO CHARGEPOINT INSTALLATION MANUAL FOR TERMINATION REQUIREMENTS WITHIN CHARGER CABINET.
- D. REFER TO CHARGEPOINT INSTALLATION MANUAL FOR TERMINATION REQUIREMENTS WITHIN THE MANUAL CHARGE BOX.
- E. PROVIDE 4" TALL HOUSEKEEPING PAD UNDER SERVICE ENTRANCE SWITCHBOARD 'SE'.
- F. PROVIDE SIGNAGE AT SHUNT TRIP STATION INDICATING BOTH THE SHUNT TRIP AND MAIN BREAKER IN SWITCHBOARD 'SE' NEED TO BE DISENGAGED TO DE-ENERGIZED TO THE ENTIRE BUILDING. ADDITIONALLY THE CONTRACTOR SHALL PROVIDE A RED TRIANGLE ON THE EXTERIOR DOOR OF THE MAIN CIRCUIT BREAKER COMPARTMENT OF SWITCHBOARD 'SE'.



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REV	DESCRIPTION	DATE
1	ISSUE FOR PERMIT	04/14/2020

SHEET TITLE

SINGLE LINE DIAGRAM

SHEET

E4.0

CLIENT PROJECT ID: N/A JOB NO:

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Constructs: MORE_TB2x4x36.dwg

125_{kW}

PROTERRA[®]
CHARGING
SYSTEM

PROTERRA
ENERGY[™]
FLEET SOLUTIONS

TECHNICAL SPECIFICATIONS

ELECTRICAL INPUT	
Nominal Power - Continuous	138 kVA
Input Voltage	480VAC, 5-Wire WYE (L1, L2, L3, Neutral, Ground)
Input Current	166A @ 480VAC, 60Hz
Input Frequency	60 Hz
Power Factor	>0.995
Maximum Efficiency	>94% @ 800 V (DC output voltage dependent)
THD - Full Power	<3%

ELECTRICAL OUTPUT	
Output Power Capability - Continuous	125 kW (@ ±530VDC), 60kW (@ <530VDC)
Output Voltage (Charge automatically selected based on EV battery voltage)	530-920VDC 125kW 270-529VDC 60kW
Output Current	± 200ADC
Charging Module	Remote dispenser with vehicle interface
Max number of dispensers	4 dispensers for automated, sequential charging
Max distance - PCS to dispenser	500 ft 152 m

MECHANICAL	
Cooling	Liquid cooled - closed loop, exchanger integrated
Weight	2500 lb 1134 kg
Dimensions (W x D x H)	39.5 in x 29.75 in x 115 in 100.3 cm x 75.6 cm x 292.1 cm
Environmental Rating	NEMA 3R
Wall Clearance (Side, Back)	6 in, 1 in 15.24 cm, 2.54 cm
Adjacent Unit Clearance (Side, Back)	1 in, 1 in 2.54 cm, 2.54 cm
Door Clearance	Facing open space: 40 in 101.6 cm Facing another door: 48 in 121.9 cm

DISPENSER SPECIFICATIONS	
Dimensions - wall-mounted (W x D x H)	15.75 in x 8.5 in x 26.5 in 40 cm x 21.6 cm x 67.3 cm
Dimensions - pedestal-mounted (W x D x H)	15.75 in x 8.5 in x 58 in 40 cm x 21.6 cm x 147.3 cm
Weight (wall-mounted)	42 lb 19 kg
Weight (pedestal-mounted)	112 lbs 50.8 kg
Dispenser Installation	Wall or pedestal-mounted
Charging cord length	10 ft, 18 ft or 25 ft 3 m, 5.5 m, or 7.6 m
Wall Clearance (Side, Back)	0 in, 0 in 0 cm, 0 cm
Door Clearance (Facing open space, Facing another door)	36 in, 48 in 91.44 cm, 121.92 cm

ENVIRONMENTAL	
Operational Temperature Range	-4°F to 113°F -20°C to 45°C
Humidity	0% to 95%
Altitude	De-rates over 2000m above sea level

COMMUNICATIONS PROTOCOLS	
Remote management	OCPP 1.6 via 4G Cellular
Compatible Charging Connections	J1772 CCS Type 1 universal plug-in, SAE J3105-1 pantograph system

CERTIFICATIONS	
UL	2202, 2231
Warranty	2 Years

STANDARDIZED TECHNOLOGY

Proterra[®] charging systems utilize industry-standard charging technology so your heavy-duty electric vehicles, utility vehicles, and cars can share the same standardized chargers.

COMPATIBLE CONNECTIONS

UNIVERSAL PLUG-IN

PANTOGRAPH

Proterra charging systems are designed and manufactured in the USA, compliant with Federal DOT Buy America requirements.

proterra.com/energy-services

60kW and 125kW PCS Charge System Installation Manual (037378_E03)

Wiring Installation

SWITCHBOARD "MSB"															
SECTION: 1				VOLTAGE: 480/277				NEUTRAL BUS: 100%							
ENCLOSURE: NEMA 3R				SYSTEM: 3 PHASE 4 WIRE				GROUND BUS: X							
MOUNTING: STANDING				BUS: 2000 AMPS				ISOLATED GROUND BUS:							
LOCATION:				MAIN: 2000 MLO				AIC RATING: 65k							
		LOAD						LOAD							
TYPE	DESCRIPTION	KVA	CB	CKT	PHASE	CKT	CB	KVA	DESCRIPTION	TYPE					
			AMP	P	No.	A	P								
D	600A EXISTING BUILDING LOAD	125.00	600	3	1	A	2			D					
D		125.00			3	B	4	1200	330.00	D					
D		125.00			5	C	6		330.00	D					
D		92.00			7	A	8								
D		92.00			9	B	10								
D		92.00			11	C	12								
					13	A	14								
					15	B	16								
					17	C	18								
					19	A	20								
					21	B	22								
					23	C	24								
					25	A	26								
					27	B	28								
					29	C	30								
					31	A	32								
					33	B	34								
					35	C	36								
					37	A	38								
					39	B	40								
					41	C	42								
CATEGORY		NEC	CONNECTED	DEMAND					LOAD SUMMARY						
(R)	TOTAL RECEPTACLE LOAD	220.44	0	0											
(L)	TOTAL LIGHTING LOAD	210.19	0	0											
(M)	TOTAL MOTOR LOAD	430.23	0	0											
LARGEST MOTOR..... Enter KVA															
(C)	TOTAL CONTINUOUS LOAD	210.19	0	0											
(N)	TOTAL NON-CONTINUOUS LOAD	210.19	0	0											
(D)	TOTAL DEMANDED LOAD (SUBFD)		1641	1641											
(S)	TOTAL SPECIAL LOAD Enter DF %		0	0											



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 17, 2020

AGENDA ITEM 3.16

TO: Regional Transportation Commission

FROM: Judy L. Tortelli
Engineer II

Bill Thomas, AICP
Executive Director

SUBJECT: Task Order #3 for the Bus Stop Improvement and Connectivity Program for the 2021 Construction Season

RECOMMENDATION

Approve Task Order #3 under the Master Services Agreement with CA Group, Inc. for design services and optional engineering during construction for the Bus Stop Improvement and Connectivity Program for the 2021 construction season in an amount not-to-exceed \$552,625; approve an amendment to the Master Services Agreement to reflect the increased not-to-exceed amount; authorize the RTC Executive Director to execute the task order and amendment.

SUMMARY

CA Group, Inc. was awarded a Master Services Agreement to provide design services and optional engineering during construction for the Bus Stop Improvement and Connectivity Program for up to three years. This Task Order #3 (see Attachment A) is for professional design services for the 2021 construction season in the amount of \$335,230, and optional engineering during construction services (EDC) in the amount of \$217,395. The program is a multi-year effort to upgrade existing bus stops to comply with state and federal requirements, including the Americans with Disabilities Act (ADA). Each issuance of a task order requires a corresponding amendment to the not-to-exceed amount in the Master Services Agreement (see Attachment B).

FISCAL IMPACT

Project appropriations are included in the approved FY 2020 budget.

PREVIOUS ACTIONS BY BOARD

September 20, 2019 Approved Task Order No. 1 Amendment, Task Order No. 2 for the 2020 construction season, and Master Services Agreement Amendment No.1 to reflect the increased not-to-exceed amount.

August 16, 2019	Acknowledged receipt of the Bus Stop Improvement and Connectivity Program (Bus Stop ICP) progress report.
March 15, 2019	Approved a Master Services Agreement with CA Group, Inc. to provide engineering design and construction management services for up to three years; approved Task Order No. 1 for the 2019 construction season.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.

Attachments

**Task Order #3
Master Services Agreement**

This Task Order #3 (this “Task Order”) is dated and effective as of July 24, 2020, in accordance with the terms and conditions of the Master Services Agreement dated March 25, 2019 as amended on October 1, 2019 (the “Agreement”), by and between the Regional Transportation Commission of Washoe County (“RTC”) and CA Group, Inc. (“CONSULTANT”).

WHEREAS, the parties entered into the Agreement for CONSULTANT to perform engineering design and construction management services in connection with RTC’s Bus Stop Improvement and Connectivity Program for up to three years; and

WHEREAS, RTC’s Bus Stop Improvement and Connectivity Program is a multi-year effort to upgrade existing bus stops to be in compliance with state and federal requirements, including the Americans with Disabilities Act (ADA); and

WHEREAS, this Task Order is for services to be performed in connection with projects in RTC’s 2021 construction season; and

WHEREAS, RTC’s Board of Commissioners approved this Task Order on July 24, 2020.

NOW, THEREFORE, RTC and CONSULTANT agree as follows:

1. TERM

The term of this Task Order shall be from the date first written above through June 30, 2022, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions of the Agreement. The term of this Task Order cannot exceed the term of the Agreement.

2. SCOPE OF SERVICES

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

3. SCHEDULE OF PERFORMANCE

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

4. COSTS

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

5. MAXIMUM COMPENSATION

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

Total Design Services: (Tasks 1.0 to 5.0)	\$330,230
Contingency – Design Services: (Task 6.0)	\$5,000
Total OPTIONAL Construction Services: (Tasks 7.0 to 9.0)	\$197,395
<u>Contingency - Construction Services: (Task 10.0)</u>	<u>\$20,000</u>
Total (Including Optional Services)	\$552,625

6. OTHER PROVISIONS

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

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

APPROVED AS TO LEGALITY AND FORM

By: _____
Dale E. Ferguson, RTC Chief Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP Executive Director

CA GROUP, INC.

By: _____
Chad Anson, PE, Vice President

Exhibit A

Scope of Services and Schedule

SAMPLE

EXHIBIT A
SCOPE OF SERVICES
FOR THE
BUS STOP IMPROVEMENT AND CONNECTIVITY PROGRAM (ICP)
TASK ORDER 3

The scope of services for this project will generally consist of the following tasks:

- 1.0 Project Management. CONSULTANT will provide Project Management for the scope of work. The Project Manager will be responsible for the ongoing project coordination of all activities for the duration of the work. The Project Manager shall be a licensed Professional Civil Engineer, registered in the State of Nevada and provide both design and construction oversight. The Project Manager, Designer and Lead Inspector shall be considered key personnel for this Project. Project Management includes tasks such as:

- Project set-up and administration
- Monthly budget monitoring and invoicing
- Preparation and reporting of project progress and schedule
- Quality assurance on deliverables
- Coordination with the RTC Project Manager

The duration of the project development and design portion of the project is assumed to be nine months (9) months.

- 2.0 Project Development. Identify constraints, collect data, and perform analysis to determine a reasonable set of improvements.

- 2.1 CONSULTANT will define a specific set of parameters for improvements to address the following:

- Existing public Right-of-Way (ROW) verification
- Sidewalk connectivity
- Utility adjustments
- Landscape adjustments
- Curb, gutter, driveway, and curb ramp replacement at intersections
- Bus stop pad dimensions
- ADA compliance of improvements

- 2.2 Utility Investigation/Depiction. CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably affected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT

will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features if there is 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.”

2.2.A Utility coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility company whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list. CONSULTANT will evaluate potential conflicts through field investigation, investigate conflict resolution strategies and coordinate with the utility agencies for upcoming work, facility relocation/adjustment, and ensure utilities likely affected by the project are indicated on the project plans.

2.2.B Utility Pothole Exploration (OPTIONAL): Should insufficient information be available from existing records to determine whether or not conflicts between the proposed work and existing utilities will occur, the CONSULTANT shall pothole a sufficient number of locations to make such a determination. These services are optional and will be compensated through Section 2.2 by written approval from the RTC Project Manager. One (1) pothole location assumed.

2.3 Field Review and Data Collection. CONSULTANT will perform the following field review and data collection activities:

- Document potential design constraints at each location (drainage, utility, landscape, aesthetics, etc.)
- Field measure quantities
- Sidewalk connectivity and accessible pedestrian access route
- Safety review of bus stop locations with recommendations

Field reviews have been performed for 200 sites in Task 1 and Task 2. Forty (40) bus stop locations are assumed to include revisiting sites for updates as plans are revised where existing conditions change or design intent changes.

2.3.A Surveying. Some locations may have a more complex design and may require staking to properly locate and construct the improvements. Five (5) sites are assumed to need survey. The following are examples of anticipated survey:

- Existing curb and gutter stakes at 50 foot stations and 25 foot stations at returns.
- Right-of way boundary for areas around proposed bus stop improvements
- Location of existing storm drains, retaining curbs, sidewalks or walls, utility pull boxes and vaults.

2.4 Cost Estimates. CONSULTANT will prepare a preliminary cost estimate suitable for RTC review. Items identified during Field Review and Data Collection, Task 2.3, will be included in the Cost Estimate.

2.5 Prioritization. CONSULTANT will work with the RTC Project Manager and Transit to further prioritize the list of bus stop improvements.

Deliverables – Report providing documentation that summarizes Project Development activities and decisions made to determine the final set of proposed improvements.

3.0 Design. 180 designs have been prepared as part of Tasks 1 and 2. Forty (40) bus stop locations are assumed to need redesign due to changing location of changing existing conditions. Several design contract packages will need to be prepared for advertising. Phase 1 construction package was bid and constructed with 12 bus stops, phase 2 contains 44 bus stops at 90% design level, Phase 3 contains 47 bus stops at 60% design level and phase 4 contains 73 bus stops at 60% design level. These phases will be brought to 100% design level and separated into construction plan sets. A limit of 180 bus stops will be advertised for construction. Several additional designs will be performed in case the original designs are not used (assume ten (10)). Additional phasing may be needed for NDOT permits and as right-of-way is acquired (Assume three (3)).

3.1 Permitting

3.1.A CONSULTANT shall coordinate with the City of Reno as necessary to determine Encroachment and Excavation Permit requirements. Two (2) Permits will be required for bus stop improvements located within the City of Reno (one (1) permit north of the Truckee River and one (1) permit south)

3.1.B CONSULTANT shall coordinate with the City of Sparks as necessary to determine Encroachment and Excavation Permit requirements. One (1) Permit will be required for bus stop improvements located within the City of Sparks

3.1.C CONSULTANT shall coordinate with the Washoe County as necessary to determine Permit requirements. One (1) Permit will

be required for bus stop improvements located within Washoe County.

3.1.D CONSULTANT shall prepare and submit Occupancy Permits for bus stop improvements located on NDOT routes. Five (5) Permits are assumed (one (1) permit for each State Route affected) will be required for bus stop improvements located within NDOT right-of-way.

3.2 Constructability Review. CONSULTANT shall facilitate a one-day workshop to perform a Constructability Review of the Project prior to the 100% submittal. The intent is to review plans, specifications, and construction approach to minimize potential construction change orders and ensure clear intent is provided. Field personnel, Designer, Project Manager and RTC Project manager shall attend a field review of some of the more complex bus stop improvements. Discussion topics include review of design in the field, project plan clarity, conflict identification, maintenance of traffic, limitations of operations, schedule and phasing.

3.2.A Prior to 90% submittal, CONSULTANT shall develop construction working day duration estimate and construction phasing plan based on final list of improvements. Define traffic impacts, schedule constraints and reasonable limitations of operations

3.3 60% and 100% Plans, Specifications, and Engineer's Estimate for Agency review

3.3.A Prepare Construction Plans, Contract Documents and Technical Specifications suitable for construction bid advertisement in accordance with RTC standards and requirements. RTC will provide the boilerplate in MS Word format. The RTC, Local Entity and Quality Control review comments will be incorporated into the final Plans and Specifications.

The final construction plans will be on 22" x 34" size sheets and will be presented in an abbreviated format using GIS based aerial photography that properly depicts the elements of the project construction, including plan view, right-of-way lines, and construction/slope limits. Any modification to traffic signal are anticipated to be minimal and limited to pedestrian push buttons and poles. Traffic Signal Modification will be included in the Special Detail Sheets, with the customary information, schedules and symbology. The final plan set will include, as a minimum:

- Title Sheet
- Location Sketches
- Legend, General Notes, and Abbreviations
- Standard Bus Pad Detail (scales as noted)

- Plan Sheets (at 1"=20' scale). Estimated 2 to 4 locations per plan sheet
- Special Detail Sheets (at 1"=10' scale)
- Standard Detail Sheets (scales as noted).

The Contract Documents and Technical Specifications for bus stop locations located in the limits of the City of Reno, City of Sparks and Washoe County will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The Contract Documents and Technical Specifications for bus stop location located within Nevada Department of Transportation (NDOT) right-of-way will reference the latest edition of the NDOT Standard Specifications for Road and Bridge Construction (Silver Book) and the NDOT Standard Plans for Road and Bridge Construction for standard construction items. Technical provisions will be prepared for approved deviations from the Silver Book and unique construction items not adequately covered in the Silver Book. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, Local Entity, NDOT, utility agencies and other affected parties for review at the 60%, 100%, and final stages of completion per the following:

- 60% and 100% Plans – One electronic copy (PDF) on a flash drive or through email to RTC, local entities, utility agencies and other affected parties. Up to two 11"x17" sets will be provided upon request.
- 60% Plans – One electronic copy (PDF) to Washoe County Health District (WCHD). Up to two 11"x17" sets will be provided upon request.
- 60% and 100% Specifications – One electronic copy (PDF) RTC and Local Entities
- 100% Plans – Email electronic copy (PDF) of updated sheet(s) to WCHD as needed
- Final Construction Plan Set – One 22"x34" set to RTC, one 11"x17" set each to RTC, Local Entities, and utility agencies.
- Final Construction Specification Document – One set each to RTC and Local Entities, one copy in MS Word format of the Contract Documents and Technical Specifications to RTC.

3.3.B Independent Checker. An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed

which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.

3.3.C Utility Agency Coordination. Distribute design review submittals (60% & 100%) to utility agencies for review and comment, and provide RTC a list of utility agencies provided design review submittals and Utility Agency review comments. CONSULTANT will submit areas within NDOT right-of-way to NDOT District 2 Permits, including pre-permitting and final permit review.

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

4.0 Right-of-Way. CONSULTANT will obtain record right-of-way based upon Washoe County GIS information. Right-of way will be tied to the roadway centerline and existing monuments, as necessary for Permanent Easements. Right-of-way information will be shown on the project plans. No further resolution of the roadway right-of-way is included in this task.

4.1 Permanent Easements and Temporary Construction Easements. It is estimated approximately sixty (60) parcels will require permanent and/or temporary easements to construct the planned improvements. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of sixty (60) individual parcels. This will include property record research, drafting of property boundaries from record descriptions, calculations of search coordinates for filed boundary survey, field boundary survey on each affected parcel, post processing and reduction of field data, boundary resolution based upon field findings, preparation of legal descriptions and exhibit maps of individual affected parcels. CONSULTANT shall pull preliminary Title Reports and updates as necessary for each affected parcel.

Right-of-way appraisal, property owner negotiations, escrow coordination and title clearance is not included within this task.

Deliverables – property boundary for sixty (60) parcels along with exhibit maps, legal descriptions, and title report for permanent and/or temporary construction easements on each parcel. Right-of-Way summary spreadsheet detailing easement type, size, and reason by parcel.

5.0 Bidding Services

- 5.1 Plan Set and Specification Distribution. CONSULTANT will provide RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the Ebid system.
- 5.2 Pre-bid Meeting. CONSULTANT will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the RTC.
- 5.3 Requests for Information (RFI) and Addenda. CONSULTANT will answers to RFIs from the bidders as forwarded and requested by the RTC. If necessary, CONSULTANT will prepare plan sheets or specification for addenda to the bid package.
- 5.4 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.

6.0 Design Contingency (OPTIONAL)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 1.0 to 5.0. 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.

7.0 Construction Services (OPTIONAL) - The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design to determine their appropriateness to the project.

- 7.1 Provide Contract Administration and Project Management services as follows:
 - Attend the preconstruction conference
 - Perform construction coordination
 - Review and provide recommendations on contractor's traffic control plans

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

7.2 Construction Surveying. These services will not be provided at all bus stop locations. Surveying will be provided at areas where the construction activities are performed outside right-of-way and require either an easement or permission to construct. Some location may have a more complex design and may require staking to properly locate and construct the improvements. Twenty sites are assumed need staking; This include the sixty (60) sites for right-of-way and five (5) sites for more complex design. The following are examples of anticipated construction staking:

- Final curb and gutter stakes at 50-foot stations and 25-foot stations at returns.
- Offset stakes for easement and permission to construct agreements.
- Offset stakes for curb cut ramps, storm drains, retaining curbs or walls, pedestrian push button poles, utility pull boxes and vaults.
- Roadway monuments referenced in four directions.

7.3 Inspection

7.3.A Provide Inspector. Provide one full time and one quarter time inspector during all construction activities. Ten (10) hour workdays and a sixty (60) working day contract period are anticipated. This inspector will:

- Attend the preconstruction conference
- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s).
- Provide quantity reports and assist in contractor's monthly progress payments

- Provide verification of the distribution of public relation notices required to be delivered by the contractor
- Assist in preparation of the Punch List
- Maintain a field blueline set of drawings to incorporate contractor record drawing mark-ups

8.0 Materials Testing (OPTIONAL)

- 8.1 Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) testing requirements or as directed by the RTC. Materials to be tested will include aggregate base, native subgrade material, structural fill material and Portland Cement Concrete. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).
- 8.2 Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials and on-site PCC testing & sampling. 120 hours of field testing are anticipated. Laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Testing will also include compressive strength for PCC. Test frequency and methodology shall comply with the latest edition of the Orange Book or as directed by the RTC.

9.0 As-Built Information (OPTIONAL)

- 9.1 Record Drawings. Provide as-built record drawings for the completed project. Two sets of electronic drawings, in single file PDF format (22" x 34" at 300 dpi), on diskette will be provided to RTC for its files and distribution to the Local Entity. The PDF file shall include all plan sheets in one file with index/bookmark for easy access to different sheets or sections of the plan set.
- 9.2 The Record Drawings shall include a scan of the original title sheet (including the appropriate signatures by RTC, local government, signed and stamped by the CONSULTANT) and identified as record drawings.
- 9.3 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:

9.3.A.1 Provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings, or

9.3.A.2 Provide new engineer-stamped/signed reproducible drawings identified as the record drawings.

Deliverables – Electronic copies on CD or Flash drive that contain Daily inspection reports testing results, material submittals and reviews, before and after pictures and as built plans.

10.0 Construction CONTINGENCY (OPTIONAL)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 6.0 to 9.0. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

Exhibit B

Cost Proposal and Rates

SAMPLE

Exhibit B

COST PROPOSAL

Contract Information: RTC Bus Stop Improvement and Connectivity Program (ICP) - Task Order 3
 Consultant Information: CA Group
 Project Manager: Judy Tortelli

Billable Rate		\$230.00	\$185.00	\$145.00	\$97.50	\$60.00	\$60.00	\$160.00	\$110.00					
Tasks		Human Resources (Hours)												
Name														
Task No.	Description	Project Principal	Project Manager	Engineer	Engineering Intern /Designer	CADD Technician	Clerical	Independent QA/QC	Inspector		Total Labor Hours	Loaded Labor Costs	Subconsultant Hours	Subconsultant Costs
1.0	Project Management													
	Project Set up and Admin		28				28				56	\$6,860		
	Monthly Monitoring	3	40				16				59	\$9,050		
	Progress and Schedule Reporting	3	40				16				59	\$9,050		
	Quality Assurance	2	40								42	\$7,860		
	Coordination with RTC PM	2	80								82	\$15,260		
	Hours Subtotal:	10	228	0	0	0	60	0	0	0	298		0	
	Cost Subtotal:	\$2,300.00	\$42,180.00	\$0.00	\$0.00	\$0.00	\$3,600.00	\$0.00	\$0.00	\$0.00		\$48,080.00		\$0
2.0	Project Development													
2.1	Develop Parameters										0	\$0		
2.2	Utility Investigation		8	8	16						32	\$4,200		
2.2.A	Utility Coordination		8								8	\$1,480		
2.2.B	Pothole (OPTIONAL)										0	\$0		\$1,000
2.3	Field Review/Data Collection	2	8	16	40		16	8			90	\$10,400		\$6,000
2.4	Cost Estimates	2	40	8	24			4			78	\$12,000		
2.5	Prioritization	1	8	8	20		12	4			53	\$6,180		
	Hours Subtotal:	5	72	40	100	0	28	16	0	0	261		0	
	Cost Subtotal:	\$1,150.00	\$13,320.00	\$5,800.00	\$9,750.00	\$0.00	\$1,680.00	\$2,560.00	\$0.00	\$0.00		\$34,260.00		\$7,000
3.0	Design													
3.1	Permitting		60								60	\$11,100		
3.2	Constructability Review	2	16	8	8			8			42	\$6,240		
3.3	Redesigns	4	16	20	60			4			104	\$13,270		
3.3	Plan Packages and Phasing	6	60	100	360			4			530	\$62,720		
	Hours Subtotal:	12	152	128	428	0	0	8	8	0	736		0	
	Cost Subtotal:	\$2,760.00	\$28,120.00	\$18,560.00	\$41,730.00	\$0.00	\$0.00	\$1,280.00	\$880.00	\$0.00		\$93,330.00		\$0
4.0	Right of Way													
4.1	Permanent and Temp Easements	2	80	8	40						130	\$20,320		\$120,000
	Hours Subtotal:	2	80	8	40	0	0	0	0	0	130	\$0	0	
	Cost Subtotal:	\$460.00	\$14,800.00	\$1,160.00	\$3,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$20,320.00		\$120,000
5.0	Bidding Services													
5.1	Plan Set and Specification Distribution		4	4	4						12	\$1,710		\$1,000
5.2	Pre-bid Meeting		4	4							8	\$1,320		
5.3	RFI and Addenda		2	4	8						14	\$1,730		
5.4	Bid Opening		8								8	\$1,480		
	Hours Subtotal:	0	18	12	12	0	0	0	0	0	42		0	
	Cost Subtotal:	\$0.00	\$3,330.00	\$1,740.00	\$1,170.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$6,240.00		\$1,000
6.0	Design Contingency (OPTIONAL)													
	Design Contingency (OPTIONAL)										0	\$0		
	Hours Subtotal:	0	0	0	0	0	0	0	0	0	0		0	
	Cost Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$5,000.00		\$0
7.0	Construction Services (OPTIONAL)													
7.1	Construction and Project Management	6	130								136	\$25,430		
7.2	Construction Surveying										0	\$0		\$24,500
7.3	Inspection								600		600	\$66,000		\$28,800
	Hours Subtotal:	6	130	0	0	0	0	0	600	0	736		0	
	Cost Subtotal:	\$1,380.00	\$24,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66,000.00	\$0.00		\$91,430.00		\$53,300
8.0	Materials Testing (OPTIONAL)													
	Materials Testing										0	\$0		\$46,385
	Hours Subtotal:	0	0	0	0	0	0	0	0	0	0		0	
	Cost Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		\$46,385
9.0	As-Built Information (OPTIONAL)													
	As-Built Information		8			40	40				88	\$6,280		
	Hours Subtotal:	0	8	0	0	40	40	0	0	0	88		0	
	Cost Subtotal:	\$0.00	\$1,480.00	\$0.00	\$0.00	\$2,400.00	\$2,400.00	\$0.00	\$0.00	\$0.00		\$6,280.00		\$0
10.0	Construction Contingency(OPTIONAL)													
	Construction Contingency(OPTIONAL)										0	\$0		
	Hours Subtotal:	0	0	0	0	0	0	0	0	0	0		0	
	Cost Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$20,000.00		\$0
	Overall Hours Totals:	35	688	188	580	40	128	24	608	0	2291		0	
	Loaded, OH Costs Totals:	\$8,050	\$127,280	\$27,260	\$56,550	\$2,400	\$7,680	\$3,840	\$66,880	\$0		\$324,940.00		\$227,685

BASIC SCOPE CONTRACT SUMMARY	
Basic Direct Labor Cost:	\$202,230
Optional Basic Direct Labor Cost:	\$97,110
Subconsultant Cost:	\$126,000
Optional Subconsultant Cost:	\$100,685
Direct Expenses:	\$1,000
Contingency:	\$25,000
Total Estimated Services:	\$552,625

CONTRACT TOTALS		
Labor Hours	Task Subtotal	Item
1.0	298	\$48,080 Project Management
2.0	261	\$34,260 Project Development
2.2.B		\$1,000 Sub - Potholing (OPTIONAL)
2.3		\$6,000 Survey
3.0	736	\$93,330 Design
4.0	130	\$20,320 Right of Way
4.1		\$120,000 PE and TCE
5.0	42	\$6,240 Bidding Services
5.1		\$1,000 Direct Expense - Reproduction
6.0		\$5,000 Design Contingency (OPTIONAL)
Design Subtotal	736	\$93,330
7.0		\$91,430 Construction Services (OPTIONAL)
7.2		\$24,500 MAPCA - Const. Staking (OPTIONAL)
7.3		\$28,800 CME - Inspection (OPTIONAL)
8.0		\$46,385 CME - Materials Testing (OPTIONAL)
9.0	88	\$6,280 As-Built Information (OPTIONAL)
10.0		\$20,000 Construction Contingency(OPTIONAL)
Construction Subtotal		\$217,395
		\$552,625

Exhibit B-2 Rates

For the Bus Stop Improvement and Connectivity Program

CA Group Personnel Classification and Rate Schedule

Principal..... \$230.00

Chad Anson

Project Manager..... \$185.00

Dean Mottram

Peter Booth (Constructability)

Independent Checker..... \$160.00

Paul Frost

Fidel Calixto

Engineer.....\$145.00

Jim Ceragioli

Scott Carrol

Steve Bird

Bao Tran

Helena Murvosh

Valerie Flock

Engineering Intern..... \$97.50

Trevor Howard

Angelie Tionson

Jennifer Jarquin

CADD Technician..... \$60.00

Alyssa Young

Elisa Chaney

Clerical.....\$60.00

Lori Decker

Inspector.....\$110.00

George Nicely

Trevor Howard

Rate Schedule associated with Task Order #3

AMENDMENT NO. 2
MASTER SERVICES AGREEMENT

The Regional Transportation Commission of Washoe County (“RTC”) and CA Group, Inc. (“CONSULTANT”) entered into a Master Services Agreement dated March 25, 2019 as previously amended by Amendment No.1 (the “Agreement”). This Amendment #2 is dated and effective as of July 24, 2020.

RECITALS

WHEREAS, the Master Services Agreement allows RTC to approve annual task orders for design and construction management services for the Bus Stop Improvement and Connectivity Program for up to a three year period depending on annual program needs and budget for the program; and

WHEREAS, each task order or amendment requires a corresponding amendment to the not-to-exceed amount in the Master Services Agreement; and

WHEREAS, RTC approved Task Order #1 on March 25, 2019 for the 2019 construction season in an amount not-to-exceed \$441,705; and

WHEREAS, RTC approved an amendment to Task Order #1 on September 20, 2019 to increase the not-to-exceed amount by \$76,440 for a new not-to-exceed amount of \$518,145; and

WHEREAS, RTC approved Task Order #2 on September 20, 2019 for the 2020 construction season in an amount not-to exceed \$580,865; and

WHEREAS, RTC approved Task Order #3 on July 24, 2020 for the 2021 construction season in an amount not-to exceed \$552,625; and

WHEREAS, the Master Services Agreement must be amended to increase the not-to-exceed amount by \$552,625 to reflect the amendment to Task Order #1, Task Order #2 and the approval of Task Order #3.

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

1. Section 3.3 of the Master Services Agreement shall be replaced in its entirety with the following:

The maximum amount payable to CONSULTANT for all Task Orders resulting from this Agreement shall not exceed \$1,651,635. Subsequent Task Orders must be approved by the RTC Board of Commissioners, along with a corresponding amendment to the not-to-exceed amount in this section, prior to execution and effectiveness.

2. All other provisions of the Master Services Agreement shall remain in full force and effect.

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

APPROVED AS TO LEGALITY AND FORM:

Dale Ferguson, RTC Chief Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP Executive Director

CA GROUP, INC.

By: _____
Chad Anson, P.E., Vice President



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

July 17, 2020

AGENDA ITEM 3.17

TO: Regional Transportation Commission

FROM: Andrew Jayankura, P.E., PTOE, RSP₁
Engineer II



Bill Thomas, AICP
Executive Director

SUBJECT: Amendment No. 1 to the Professional Services Agreement (PSA) between the RTC and Kimley-Horn and Associates for the Kuenzli Street Project

RECOMMENDATION

Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) between the RTC and Kimley-Horn and Associates for Engineering During Construction (EDC) services related to the Kuenzli Street Project in an amount not to exceed \$77,939 for a new total contract not to exceed amount of \$303,353; authorize the RTC Executive Director to execute the agreement.

SUMMARY

This amendment (see Attachment A) with Kimley-Horn and Associates is adding engineering during construction services for the Kuenzli Street Project in the amount of \$77,939, bringing the total cost of the Professional Services Agreement (PSA) to \$303,353. At the start of the project, the scope of the work was unclear; thus, the EDC was not included in the PSA. With the design near completion, the EDC cost and scope was determined.

FISCAL IMPACT

The Kuenzli Street Project appropriations are included in the approved Fiscal Year (FY) 2021 Budget and Program of Projects as part of the Preventative Pavement Maintenance Program.

PREVIOUS ACTIONS BY BOARD

March 20, 2020 Approved the FY 2021 Street and Highway Program of Projects

October 24, 2019 Approved PSA with Kimley-Horn and Associates

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.

Attachment

AMENDMENT NO. 1
AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
AND
KIMLEY-HORN AND ASSOCIATES, INC.

The Regional Transportation Commission of Washoe County (“RTC”) and Kimley-Horn and Associates, Inc. (“CONSULTANT”), entered into an agreement dated October 24, 2019 (the “Agreement”). This Amendment No. 1 is dated and effective as of July 24, 2020.

RECITALS

WHEREAS, the parties have determined that there is a need to amend the Agreement to add additional funding for Engineering During Construction Services due to an increase in size of scope for the project; and

WHEREAS, the parties have determined that there is a need to amend the Agreement in order for CONSULTANT to provide \$77,939 of additional engineering during construction services under Task K.

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

1. Exhibit A is replaced in its entirety with the version of Exhibit A attached hereto.
2. Section 3.2 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 not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC’s Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Design Services (Tasks A to H)	\$139,385.00
Contingency (Task I – 8% of Service Fee)	\$10,750.80
Optional Services (Task J)	\$75,278.00
<u>Engineering During Construction (Task K)</u>	<u>\$77,939.00</u>
Total Not to Exceed Amount	\$303,352.80

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

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

APPROVED AS TO LEGALITY AND FORM:

Adam Spear, RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Molly M. O'Brien, P.E., PTOE, RSP
Vice President/Principal-in Charge

EXHIBIT A

SCOPE OF SERVICES **FOR THE** **KUENZLI STREET PROJECT**

A. Preliminary and General Items (Project Management):

1. Coordination with RTC project manager and staff will be ongoing throughout the project. Project duration is assumed to be 8 months, not including the optional construction services task. 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.
2. Coordination with appropriate agencies will be ongoing throughout the project. Coordination with property owners will also be done throughout this project to keep owners apprised of the project and access to their personal sites.
3. CONSULTANT is anticipating conducting a workshop once during preliminary design with key stakeholders.
4. This task includes monthly progress reports and accounting activities, schedule development and updates, and internal project coordination.

B. Traffic Analysis

1. Traffic Coordination. The CONSULTANT will request that the RTC perform a model run of the Regional Travel Demand Model with Kuenzli Street as a two-way street and the adjusted land use of the new Police Department headquarters. Reno Police Department headquarters traffic volumes will be provided by the City of Reno. (Note: Giroux is not a regional road and is not included in the model). The CONSULTANT will obtain peak hour traffic volume counts at the following intersections:
 - a. Kuenzli Street and Wells Avenue
 - b. Kuenzli Street and Kirman Avenue
 - c. Giroux Street and 2nd Street

The CONSULTANT will coordinate with the Reno Police Department (or City of Reno) to understand any modifications to the site of the new Police Department headquarters (i.e., driveway locations and proposed trip generation) in the northeast quadrant of the intersection of Kuenzli Street and Kirman Avenue.

The CONSULTANT will coordinate with RTC Transit to determine if the

addition of eastbound transit stops is desired. If so, the CONSULTANT and RTC Transit will identify the preferred location for these stops and plan for incorporation into the improvement plans.

2. Data Collection. The CONSULTANT will provide and utilize video cameras to collect 24-hour traffic counts on all four approaches of the intersection of Kuenzli Street and Locust Street. Based on the 24-hour traffic counts, the peak AM and PM peak hour periods will be determined (2 hours in the AM and 2 hours in the PM). Turning movement counts will be summarized for the AM and PM peak hours and will include vehicle, bicycle, and pedestrian counts. Traffic counts will not be collected on holiday, weekends, or during abnormal weather conditions.
3. Analysis. For the intersection of Kuenzli Street and Locust Street, the CONSULTANT will conduct a signal warrant analysis in conformance with the Manual of Traffic Control Devices (MUTCD) Chapter 4C for removal of the traffic signal. The following warrant analyses will be conducted:
 - a. Warrant 1, Eight-Hour Vehicle Volume
 - b. Warrant 2, Four-Hour Vehicle Volume
 - c. Warrant 3, Peak Hour
 - d. Warrant 4, Pedestrian Volume

If collected volumes do not meet any warrants, the existing traffic signal will be recommended for removal.

At the intersection of Kuenzli Street and Giroux Street, the CONSULTANT, using the traffic volume counts provided by the RTC, will conduct an all-way stop control analysis in conformance with the MUTCD Section 2B.07.

4. Technical Memorandum. The CONSULTANT will prepare a Draft Technical Memorandum summarizing the data collection, analysis, lane configuration recommendations, and findings. The RTC will review the Draft Technical Memorandum and provide written comments. The CONSULTANT will prepare a comment/resolution form and revise the Technical Memorandum as necessary. The CONSULTANT will provide two (2) hard copies and an electronic copy of the Final Technical Memorandum in PDF format to the RTC.

C. Improvement Selection with Schematic Design

1. CONSULTANT understands that the project consists of the following primary project area and a secondary project area.
 - a. The **PRIMARY** project area consists of:
 - i. Kuenzli Street from Kirman Avenue to Giroux Street
 1. Surface treatment for preventative maintenance and striping revisions
 2. Conversion of one way to two way
 3. Signal modification associated with conversion
 4. Addition of up to four transit stop pads (Included as an optional task)
 5. Conduit for City of Reno fiber optic installation. City of Reno to provide number and size of conduit desired. (Included as an optional task)
 - ii. Kirman Avenue from the south end of the bridge over the Truckee River to East 2nd Street
 1. Surface treatment for preventative maintenance and striping revisions
 2. Striping and signal modifications to allow two way movements on Kuenzli Street
 3. Pedestrian ramp replacement at Kirman Avenue and Kuenzli Street intersection (NOTE: no other pedestrian ramp replacement is anticipated or included)
 4. Conduit for City of Reno fiber optic installation. City of Reno to provide number and size of conduit desired. (Included as an optional task)
 - iii. Giroux Street from Kuenzli Street to East 2nd Street
 1. Surface treatment for preventative maintenance and striping revisions
 2. Conversion of one way to two way
 3. Striping modifications to allow two way movements
 4. May need modifications at roundabout.
 - b. The **SECONDARY** project area consists of:
 - i. Kuenzli Street from Kirman Avenue to Wells Avenue
 1. Surface treatment for preventative maintenance and striping
 2. **Potential** conversion of one way to two way
 3. **Potential** signal modification associated with conversion
 4. **Potential** Removal of Kuenzli/Locust traffic signal
2. Results of the traffic analysis (Task B) will be used by the RTC and City of Reno to determine if conversion to two way traffic movements within the secondary project area is to be incorporated into the improvement design.

3. A schematic plan of the agreed upon project area and improvements will be developed to clarify limits and proposed improvements prior to initiation of preliminary design tasks.

D. Preliminary Design (30%)

1. Topographic survey will be obtained at the intersections of Kuenzli Street with Wells Avenue (optional), Locust Street, Kirman Avenue, and Giroux Street. Topographic survey will also be obtained at the intersection of Giroux Street and 2nd Street. Publicly available aerial imagery will be utilized for determining curb alignment and existing striping between intersections.
2. Mapping. Provide field topo survey in a digitized format for plan view at a scale of 1"=40' along the length of the project.
3. 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 at intersections identified in Section D.1 above. 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, CONSULTANT will NOT set parcel corners or file a Record of Survey, the boundary information will be used and placed on the topographic map
4. Design Survey. Obtain measurements locating physical features at intersections identified in D.1. including: (1) top back of curb and lip of gutter locations; (2) pad elevations for directly adjacent developments; (3) sign and signal support locations; (4) and power poles and street lights.
5. Pavement Condition Analysis: CONSULTANT understands that a standard pavement surface treatment (i.e. slurry seal or microsurface) will be utilized throughout the selected project area to provide preventative maintenance and allow for necessary striping revisions. Consultant will perform a field visit to identify pavement areas that show signs of structural fatigue (alligator cracking, rutting, etc.) and identify these locations for incorporation into the plans to receive structural repairs (base repairs).
6. Prepare 30% Plans and Estimate of Probable Construction Cost
 - a. Plans and Specifications. Prepare preliminary plans and a preliminary cost estimate suitable for RTC and Local Government review.

- b. Identification of required signal modifications will be completed with this task to allow for early procurement of these facilities by RTC/City of Reno.
- c. CONSULTANT will perform a project walk through to evaluate that every aspect of the project scope has been captured.

E. Preliminary Design (60%)

- 1. Prepare 60% Plans and Specifications
 - a. Plans and Specifications. Prepare preliminary plans, an outline of Technical Specifications, and a preliminary cost estimate suitable for RTC and Local Government review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections.
 - b. CONSULTANT will perform a project walk through to evaluate that every aspect of the project scope has been captured.

F. Preliminary Design (90%)

- 1. Prepare 90% Plans and Specifications
 - a. Plans and Specifications. Prepare preliminary plans, an outline of Technical Specifications, and a preliminary cost estimate suitable for RTC and Local Government review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections.
 - b. CONSULTANT will perform a project walk through to evaluate that every aspect of the project scope has been captured.

G. Final Design

- 1. Prepare Final Plans and Specifications
 - a. 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 specifications and contract documents in MS Word format. The RTC, Local Entity and Quality Control review comments will be incorporated into the final Plans and Specifications.

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

- Cover Sheet (1 sheet)
- Plan Sheets (at 1"=20' scale, up to 12 sheets assumed)
- Intersection and Signal Layout Plan Sheets (at 1"=10' scale, up to 6 sheets assumed)
- Striping Plan Sheets (at 1"=20', up to 12 sheets assumed)
- Detail Sheets (up to 2 sheets assumed)

The Contract Documents and Technical Specifications will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, City of Reno, utility agencies and other affected parties for review at the 30%, 60%, 90%, 100%, and final stages of completion per the following:

- 30%, 60%, & 90% Plans – One 11" x 17" set to RTC, six 11"x17" sets to City of Reno, and one 11"x17" set each to utility agencies and other affected parties.
 - 90% Specifications – One set each to RTC and City of Reno.
 - 100% Plans – One 11"x17" each to RTC and City of Reno.
 - 100% Specifications – One set each to RTC and City of Reno.
 - Final Working Plan Set – One 22"x34" set to RTC, one 11"x17" set each to RTC and City of Reno.
 - Final Working Specification Document – One set each to RTC and City of Reno, one copy in MS Word format of the Contract Documents and Technical Specifications to RTC.
- b. Independent Checker. An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.
- c. NDOT Encroachment Permit – CONSULTANT will prepare design sheets and submit to NDOT for an encroachment permit where the

project intersects 2nd Street. RTC to pay any permit fees associated with permits.

2. Bidding Services

- a. 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 Ebid system.
- b. Pre-bid Meeting. CONSULTANT will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the RTC.
- c. 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. Permitting Fees. CONSULTANT will pay pertinent permitting fees associated with the project. \$5,000 has been assigned to this task to cover permitting fees, if fees exceed this amount, CONSULTANT will provide a revised scope and fee to cover additional costs.

I. Contingency (8% base services fee)

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.

J. Optional Design Tasks

1. Geotechnical investigation. CONSULTANT will perform a geotechnical investigation at up to four locations. The geotechnical investigation will consist of a literature review, subsurface exploration utilizing borings, laboratory testing, and engineering analysis to allow formulation of geotechnical recommendations for design and construction of up to four bus stops. A single geotechnical investigation report will be completed for all bus stops (up to four).

2. Supplemental topographic survey. CONSULTANT will obtain supplemental topographic survey information for up to four locations for proposed bus stops. The supplemental topographic survey will provide required existing site information and right of way identification for design of up to four additional bus stops within the project limits.
3. Bus stop design. CONSULTANT will incorporate design of up to four bus stop locations into the project design. The bus stop design may include concrete curb and gutter replacement, sidewalk and passenger pick up/drop off improvements, passenger waiting area, and bus stop signage.
4. Legal description/exhibits for TCE and PE. CONSULTANT will prepare up to four legal descriptions with exhibits for temporary construction easements (TCE) and/or permanent easements (PE).
5. City of Reno fiber optic layout with utility survey and investigation. This optional task provides for incorporation of City of Reno fiber optic addition to the base project plans.

CONSULTANT will obtain supplemental topographic survey information to locate existing physical features within the road segments between the intersections identified for topographic survey (Task D.1.). The additional topographic survey will include (1) top back of curb and lip of gutter locations on 50-foot intervals and at grade breaks; (2) manhole rims, flowlines, directions of flow, and pipe size for sewer and storm drain infrastructure; (3) water and gas valves, including top of nut; (4) fire hydrants, power poles, street lights; (5) vaults and meter locations.

CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features. Deliverables will include: Depiction of subsurface utilities on plan sheets developed under Section 2.1.B, Preliminary Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.

Utility coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to ensure utilities likely affected by the project are

drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies.

Utility Pothole Exploration: Should insufficient information be available from existing records to determine whether or not conflicts between the proposed work and existing utilities will occur, the CONSULTANT will not pothole locations to make such a determination. This will be an added scope of work.

K. Construction Phase Services or Engineering During Construction

The following tasks summarize the major elements of Construction Support Services anticipated with this project. No construction survey is anticipated to be included in Construction Support Services.

1. Construction Administration.

a. Provide construction administration services as follows:

- i. Pre-Construction Conference: CONSULTANT will attend a Pre-Construction Conference prior to commencement of Work at the Site.
- ii. Construction management: CONSULTANT will provide construction management services that include regular coordination with the RTC project manager, the City of Reno, and the Contractor. CONSULTANT will review and provide recommendations on contractor's construction schedule, work progress, and any required change orders. CONSULTANT will review and provide recommendations on contractor's traffic control plans.
- iii. Submittal review: 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.
- iv. Weekly construction meetings: CONSULTANT will coordinate and lead once weekly construction meetings at the project site. Consultant will prepare and issue via PDF an agenda

and meeting summary for each weekly meeting. Up to six meetings have been assumed for this task.

- v. Requests for Information (RFI): 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. Preparation and issuance of up to two addenda are included with this task. Any orders authorizing variations from the Contract Documents will be made by RTC.
- vi. Pay Applications: 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 each monthly pay period. 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.
- vii. Substantial Completion Walk: 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.
- viii. Punch List Review: 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.

Inspection

- b. "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. Construction of the project that requires inspection is anticipated at 30 working days. A full-time (8 hours per day) primary inspector will be on site during working days. The following tasks summarize the major elements of Inspection anticipated with this project.
 - 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 blue-line set of drawings (bond copy) to incorporate contractor record drawing mark-ups.

2. 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 slurry seal. 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).
3. Record Drawings: CONSULTANT shall 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 record drawings will include addenda issued during construction as well as redline revisions to the plans provided to CONSULTANT by the CONTRACTOR and the CONSULTANT'S onsite inspector.

Kimley-Horn proposes to perform these services on a time and materials basis not to exceed \$77,939. A breakdown of anticipated personnel, rates, and hours is attached as Exhibit B.

Exhibit B - Schedule of Services - RTC Kuenzli Street 3-Jun-20												
TASK	DESCRIPTION										Direct Expenses/ Subconsultants	Total
		System Manager	Principal	Project Manager	Senior Professional	Senior Technical Support	Analyst	Accounting	Technical Support	Administration		
		\$275	\$225	\$205	\$188	\$147	\$122	\$115	\$112	\$100		
A	PRELIMINARY AND GENERAL ITEMS											
	Kickoff meeting			2	1		4			1		\$1,186.00
	Monthly progress reports/accounting (8 month project duration assumed)			8	1			8				\$2,748.00
	Project Management/Coordination/Schedule			24	2					4		\$5,696.00
	Stakeholder Workshop			2	1		4			1		\$1,186.00
	Subtotal Hours	0	0	36	5	0	8	8	0	6		
	Subtotal Fee	\$0.00	\$0.00	\$7,380.00	\$940.00	\$0.00	\$976.00	\$920.00	\$0.00	\$600.00	\$0.00	\$10,816.00
B	TRAFFIC ANALYSIS											
	Traffic coordination				6		4					\$1,616.00
	Data collection				2	4	2		4		\$1,300.00	\$2,956.00
	Kuenzli/Locust analysis				3		2					\$808.00
	Kuenzli/Giroux analysis				3		1					\$686.00
	Draft technical memorandum		2	2	4	6	15			4		\$4,724.00
	Final technical memorandum		1	1	2		5			2		\$1,616.00
	Subtotal Hours	0	3	3	20	10	29	0	4	6		
	Subtotal Fee	\$0.00	\$675.00	\$615.00	\$3,760.00	\$1,470.00	\$3,538.00	\$0.00	\$448.00	\$600.00	\$1,300.00	\$12,406.00
C	IMPROVEMENT SELECTION WITH SCHEMATIC DESIGN											
	Determination of secondary project area improvements			4			2				\$0.00	\$1,064.00
	Schematic plan for project improvements			1			8		4		\$0.00	\$1,629.00
	Subtotal Hours	0	0	5	0	0	10	0	4	0		
	Subtotal Fee	\$0.00	\$0.00	\$1,025.00	\$0.00	\$0.00	\$1,220.00	\$0.00	\$448.00	\$0.00	\$0.00	\$2,693.00
D	PRELIMINARY DESIGN (30%)											
	Topographic survey/mapping			2			8				\$23,000.00	\$24,386.00
	Boundary survey			1			4				\$3,450.00	\$4,143.00
	Pavement condition analysis			8			16			16		\$5,192.00
	30% plans and cost estimate	4		40		20	40			16		\$18,720.00
	Project walk through			2			4					\$898.00
	RTC/CoR review meeting			1			2					\$449.00
	Subtotal Hours	4	0	54	0	20	74	0	0	32		
	Subtotal Fee	\$1,100.00	\$0.00	\$11,070.00	\$0.00	\$2,940.00	\$9,028.00	\$0.00	\$0.00	\$3,200.00	\$26,450.00	\$53,788.00

Exhibit "B"

TASK	DESCRIPTION										Direct Expenses/ Subconsultants	Total
		System Manager	Principal	Project Manager	Senior Professional	Senior Technical Support	Analyst	Accounting	Technical Support	Administration		
E	PRELIMINARY DESIGN (60%)											
	60% plans, outline tech specs, and cost estimate	4		30	8	16	40		10		\$100.00	\$17,206.00
	Utility coordination			4			8					\$1,796.00
	Project walk through			2			4					\$898.00
	Independent check/QC		4									\$900.00
	RTC/CoR review meeting			1			2					\$449.00
	Subtotal Hours	4	4	37	8	16	54	0	10	0		
	Subtotal Fee	\$1,100.00	\$900.00	\$7,585.00	\$1,504.00	\$2,352.00	\$6,588.00	\$0.00	\$1,120.00	\$0.00	\$100.00	\$21,249.00
F	PRELIMINARY DESIGN (90%)											
	90% plans, outline tech specs, and cost estimate	2		16	4	8	24		10		\$100.00	\$9,906.00
	Utility coordination			2			8					\$1,386.00
	Project walk through			2			4					\$898.00
	Independent check/QC		4									\$900.00
	RTC/CoR review meeting			1			2					\$449.00
	Subtotal Hours	2	4	21	4	8	38	0	10	0		
	Subtotal Fee	\$550.00	\$900.00	\$4,305.00	\$752.00	\$1,176.00	\$4,636.00	\$0.00	\$1,120.00	\$0.00	\$100.00	\$13,539.00
G	FINAL DESIGN											
	Final plans and contract documents			16	4	4	24		8		\$100.00	\$8,544.00
	Independent check/QC		4									\$900.00
	NDOT Encroachment Permit			4			10			4	\$100.00	\$2,540.00
	Prebid meeting/address RFI and Addenda			8		8	20			20		\$7,256.00
	Bid opening			2			2					\$654.00
	Subtotal Hours	0	4	30	4	12	56	0	8	24		
	Subtotal Fee	\$0.00	\$900.00	\$6,150.00	\$752.00	\$1,764.00	\$6,832.00	\$0.00	\$896.00	\$2,400.00	\$200.00	\$19,894.00
H	Permitting Fees (\$5,000 assumed)										\$5,000.00	\$5,000.00
I	CONTINGENCY (8% base services fee)											\$10,750.80
	Total Basic Services Hours	10	15	186	41	66	269	8	36	68		
	Total Basic Services Fee	\$2,750.00	\$3,375.00	\$38,130.00	\$7,708.00	\$9,702.00	\$32,818.00	\$920.00	\$4,032.00	\$6,800.00	\$33,150.00	\$150,135.80
J	OPTIONAL DESIGN TASKS											
	Geotechnical investigation (up to 4 bus stops)			4			8				\$22,770.00	\$24,566.00
	Supplemental Topographic survey (up to 4 bus stops)			4		8				10	\$5,750.00	\$8,746.00
	Bus stop design (up to 4 bus stops)			8		24	24			20		\$10,096.00
	Legal descriptions/exhibits for TCE and PE (up to 4)			4			8				\$15,180.00	\$16,976.00
	City of Reno fiber optic layout with utility survey and investigation	4		8		8	24				\$8,050.00	\$14,894.00
	Subtotal Hours	4	0	28	0	40	64	0	0	30		
	Subtotal Fee	\$1,100.00	\$0.00	\$5,740.00	\$0.00	\$5,880.00	\$7,808.00	\$0.00	\$0.00	\$3,000.00	\$51,750.00	\$75,278.00
	Total Basic Services Plus Optional Design Tasks Fee (Tasks A-J)	\$3,850.00	\$3,375.00	\$43,870.00	\$7,708.00	\$15,582.00	\$40,626.00	\$920.00	\$4,032.00	\$9,800.00	\$84,900.00	\$225,413.80

Exhibit "B"

TASK	DESCRIPTION										Direct Expenses/ Subconsultants	Total
		System Manager	Principal	Project Manager	Senior Professional	Senior Technical Support	Analyst	Accounting	Technical Support	Administration		
K	ENGINEERING DURING CONSTRUCTION											
	(30 Working Days)											
	<u>Construction Administration</u>											
	Pre-construction conference			4		8	2	1		2		\$2,555.00
	Construction management			20		8						\$5,276.00
	Submittal review			4		10						\$2,290.00
	Weekly Construction Meetings (6)			6		12				2		\$3,194.00
	RFIs			8		40		1				\$7,635.00
	Pay apps			2		4						\$998.00
	Substantial Completion Walk			2		8						\$1,586.00
	Punch List Review			1		4						\$793.00
	<u>Inspection</u>											
	30 Working Days (8 hr/day)					20	220				2,400	\$32,180.00
	<u>Material Testing</u>			4		8					15,000	\$16,996.00
	<u>Record Drawings</u>			4		8	20					\$4,436.00
	Subtotal Hours	0	0	55	0	130	242	2	0	4		
	Subtotal Fee	\$0.00	\$0.00	\$11,275.00	\$0.00	\$19,110.00	\$29,524.00	\$230.00	\$0.00	\$400.00	\$17,400.00	\$77,939.00
	Total Fee (Tasks A-K)	\$3,850.00	\$3,375.00	\$55,145.00	\$7,708.00	\$34,692.00	\$70,150.00	\$1,150.00	\$4,032.00	\$10,200.00	\$102,300.00	\$303,352.80

REMAINING PROJECT SCHEDULE
FOR THE
KUENZLI STREET PROJECT
UPDATED 05.30.2020

<u>Project Milestones</u>	<u>Date</u>
Preliminary 90% Design	05/11/2020-06/05/2020 (4 weeks)
90% Design Review	06/08/2020-06/19/2020 (2 weeks)
Final Design Submittal	06/22/2020-07/03/2020 (2 weeks)
Bidding/Contracting	07/13/2020-08/21/2020 (6weeks)
Construction (assume 6 weeks)	08/24/2020-10/02/2020



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction


Metropolitan Planning Organization of Washoe County, Nevada

July 17, 2020

AGENDA ITEM 3.18

TO: Regional Transportation Commission

FROM: Andrew V. Jayankura, P.E., PTOE, RSP₁
Engineer II



Bill Thomas, AICP
Executive Director

SUBJECT: Professional Services Agreement (PSA) for the Traffic Engineering (TE) Spot 10 – North Project

RECOMMENDATION

Approve a Professional Services Agreement (PSA) with Stantec Consulting Inc. to provide design services and optional engineering during construction for the TE Spot 10 – North Project in an amount not to exceed \$150,387; authorize the RTC Executive Director to execute the agreement.

SUMMARY

This Agreement (see Attachment A) with Stantec Consulting Inc. is for professional design services and optional engineering during construction services (EDC) in the total not-to-exceed amount of 150,387. The project includes signal operational improvements at the intersection of N. McCarran Boulevard and Clear Acre Lane. Signal and geometric improvements at the intersection of Victorian Avenue and Battle Born Way.

Stantec Consulting Inc. was selected from the Traffic Engineering Design and Construction Management Services List as a qualified firm to perform engineering, construction management and quality assurance. Negotiation of scope, schedule and budget indicated the amount for design services is reasonable and within the appropriated budget amount.

FISCAL IMPACT

The TE Spot 10 – North Project appropriations are included in the approved FY 2021 Budget and Program of Projects as part of the Traffic Management Program.

PREVIOUS ACTIONS BY BOARD

March 20, 2020	Approved the Fiscal Year 2021 Street and Highway Program of Projects
April 19, 2019	Approved the Qualified Consultant List for Traffic Engineering Design and Construction Management Services

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.

Attachment

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of July 24, 2020, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Stantec Consulting Services Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC has selected Stantec Consulting Services Inc. to perform Design and Engineering During Construction Services in connection with TE Spot 10 – North Project (the “Project”).

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through December 31, 2021 unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.3. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

- 3.1. CONSULTANT shall be paid for hours worked at the hourly rates and rates for testing in Exhibit B. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit B.
- 3.2. The maximum amount payable to CONSULTANT to complete each task is equal to the not-to-exceed amounts identified in Exhibit B. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee schedule, and must be approved in writing by RTC's Project Manager prior to performance of the work. In no case shall CONSULTANT be compensated in excess of the following not-to exceed amounts:

Total Services (Tasks A to D)	\$85,216.00
Optional Construction Services (Tasks F to J)	\$50,171.00
<u>Contingency (Tasks E and K)</u>	<u>\$15,000.00</u>
Total Not-to-Exceed Amount	\$150,387.00

- 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 Andrew V. Jayankura or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT's Project Manager is Joseph A. Mactutis 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
Andrew V. Jayankura, P.E.
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 332-2139

CONSULTANT: Joseph A. Mactutis, P.E.
Principal, Transportation
Stantec Consulting Services Inc.
6995 Sierra Center Parkway
Reno, NV 89511
(775) 850-0777

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 a reasonable attorneys' fees.

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

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

///

///

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

APPROVED AS TO LEGALITY AND FORM

By: _____

Adam Spear
RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____

Bill Thomas, AICP, Executive Director

STANTEC CONSULTING SERVICES INC.

By: _____

Joseph A. Mactutis, Principal, Transportation

Exhibit A

Scope of Services

SAMPLE

Exhibit A

Scope of Services

2.1 DESIGN SERVICES

This will generally consist of the following tasks:

Design, plans, specifications, and estimate for the following:

1. North McCarran Blvd. and Clear Acre Lane
 - Removal of the N-S split phasing.
 - Slurry seal and restriping of the south leg to include a one (1) left turn lane, one (1) through lane, and one (1) shared through-right turn lane and transitions to existing lane configurations and bike lanes.
 - Slurry seal and restriping of the north leg to include one (1) left turn lane, one (1) through lane, and one (1) right turn lane. Also investigate the transition of upstream lanes into downstream lane configuration prior to stop bar, and investigation of reconfiguring the bike lane.
 - Truck turning templates for the following turning movements.
 - i. Northbound-Left to Westbound
 - ii. Southbound-Left to Eastbound
 - iii. Eastbound-Right to Southbound
 - Median modifications as necessary to accommodate the turning movements.
 - New median on the south leg within the functional area of the intersection.
 - Signal, pole, and mast arm modifications to accommodate the above design changes.
 - Determine sight distance feasibility of northbound-left and southbound-left 4-section flashing yellow arrow.
 - Protect existing NDOT count stations.
 - Inclusion of Gridsmart camera systems and best location to place camera.
2. Battle Born Lane and Victorian Avenue
 - New fiber optic interconnect from the southeast corner cabinet of Battle Born/Victorian to the cabinet at the southeast corner of El Rancho/Prater.
 - Slurry seal, median redesign, and restriping of the south leg to reduce skew of north-south traffic through the intersection (north-to-eastbound right turn lane may be eliminated).
 - Investigate and propose other countermeasures to address skew of north-south traffic through the intersection.
 - i. Improper Signage
 - ii. Signal Head Usage
 - Removal of the “dog house” signal heads and convert to 4-section flashing yellow arrow.
 - Signal modifications to accommodate the above design changes.

- Title report and legal description/exhibit to support RTC right-of-way efforts for relocation of a signal pole on the northeast corner.
 - Conduct survey of the intersection to determine right-a-way limits.
3. Vista Blvd. and Disc Drive
 - Truck turning template diagrams associated with conceptual removal E-W split phasing, to assist RTC with scoping of a future phase of improvements.
 4. Vista Blvd. and N. Los Altos
 - Truck turning template diagrams associated with conceptual removal E-W split phasing, to assist RTC with scoping of a future phase of improvements.

Construction administration, surveying, inspection, materials testing, and record drawing services are included as optional tasks.

2.1.A 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 the course of the project.
2. Coordination with utilities and appropriate agencies will be ongoing throughout the project. CONSULTANT is anticipating one (1) meeting with utilities. Coordination with property owners will also be done throughout this project to keep owners apprised of the project and access to their personal sites. CONSULTANT is anticipating that RTC will make initial contact with all property owners.
3. CONSULTANT is anticipating attending four (4) meetings (each meeting will be coordinated with all agencies to meet together at one time) with RTC, City of Reno, City of Sparks and NDOT.
4. Project Management will also include supervision of work and coordination of work between disciplines, coordination of quality control reviews of project activities, deliverables and reports, monitoring subconsultant activities, preparation and update of the project schedule and monitoring progress, reviewing invoices and preparation of monthly progress reports.

2.1.B Preliminary Design

1. Investigate Existing Conditions
 - a. Topographic Survey – N. McCarran Blvd. and Clear Acre Lane

CONSULTANT will provide topographic surveys to locate existing roadway improvements on portions of roadways as required for the 100% design plan preparation. The topographic surveys are anticipated to be completed using GPS and

robotic equipment. The topographic AutoCAD drawing file will include existing curb and median improvements, surface utilities, traffic signal improvements and trees.

The following services will be provided:

- Coordination with NDOT for encroachment permit and access into right-of-way.
- Establish horizontal and vertical control to complete topographic survey.
- Topographic survey on Clear Acre Lane approximately 125 feet each side of intersection and on McCarran Boulevard approximately 140 feet each side of the intersection.
- Project coordination, including coordination with City of Reno and Nevada Department of Transportation.
- Field survey data reduction.
- Prepare AutoCAD drawing file showing existing improvements, spot elevations, 1-foot contours. The mapping will be based on the Washoe County control network and the City of Reno and City of Sparks benchmark(s) referenced to the North American Vertical Datum of 1988 (NAVD88).

Assumptions:

1. Field Surveys will be completed during daylight hours.
2. Traffic control will not be required for the field surveys.
3. Prevailing wages will not be required for the field surveying services.
4. No fees will be required for occupancy permit(s), if required.
5. Utility research and mapping will not be required and is not included with these services.
6. Easement legal descriptions and exhibits will not be required and are not included with these services.
7. Encroachment and Vesting Deed research, drafting and associated services are not anticipated and are not included with these services.

b. Topographic Survey – Battle Born Way and Victorian Avenue

CONSULTANT will provide topographic surveys to locate existing roadway improvements on portions of roadways as required for the 100% design plan preparation. The topographic surveys are anticipated to be completed using GPS and robotic equipment. The topographic AutoCAD drawing file will include existing curb and median improvements, surface utilities, traffic signal improvements and trees.

The following services will be provided:

- Establish horizontal and vertical control to complete topographic survey.
- Locate and measure existing monuments for legal description and exhibit preparation.
- Conduct survey to determine right-of-way limits.
- Request and fee for one Title Report.
- Topographic survey on the center and easterly side of Battle Born Lane

approximately 300 feet southerly of intersection and on southerly side of Victorian Avenue approximately 150 feet easterly of the intersection.

- Topographic survey on easterly side of El Rancho Drive from curb return on Victorian Avenue to curb return on Prater Way.
- Project coordination, including coordination with City of Sparks.
- Field survey data reduction.
- Prepare AutoCAD drawing file showing existing improvements, spot elevations, 1-foot contours. The mapping will be based on the Washoe County control network and the City of Reno and City of Sparks benchmark(s) referenced to the North American Vertical Datum of 1988 (NAVD88).

Assumptions:

1. Field Surveys will be completed during daylight hours.
2. Traffic control will not be required for the field surveys.
3. Prevailing wages will not be required for the field surveying services.
4. No fees will be required for occupancy permit(s), if required.
5. Utility research and mapping will not be required and is not included with these services.

2. Plans, Specifications and Estimates

Prepare preliminary Plans (approximately 60%), an outline of Technical Specifications, and a preliminary cost estimate suitable for RTC and Local Government review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections. The preliminary plans will be on 22" x 34" sheets and will show pertinent elements of the project construction, including plan view, right-of-way lines, section of improvement, striping/signage, and signals.

The preliminary plan set will include, as a minimum:

- Cover Sheet (1)
- Notes, Legend, Sheet Index, Abbreviations (1)
- Plan Sheets (2) (at 1"=20' scale)
- Striping and Signing Plan Sheets (2) (at 1"=20')
- Traffic Signal Plan Sheets (2)

Approximately 8 sheets total

Exclusions from Scope of Work. The following items are not part of the scope of work for the 60% design:

- Specific/custom details will not be prepared.
- Utility generated design (water, street lights) will not be prepared
- Site reconstruct plans for adjacent properties will not be prepared

The Contract Documents and Technical Specifications will reference the latest agency

adopted edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. Plans and specifications will be submitted to the RTC, City of Reno, City of Sparks, and NDOT, utility companies and other affected parties for review at the 60% stage of completion.

Develop quantities and opinion of probable costs for major items of work for each intersection.

Upon receipt of comments from the **RTC, City of Reno, City of Sparks, and NDOT**, Consultant will incorporate comments into the final design.

Deliverables:

Electronic copies of plans in PDF format to the City of Reno, City of Sparks, RTC, and NDOT. One hard copy set to each reviewing agency.

2.1.C Final Design (90% and 100% Submittals)

1. Prepare Final Plans and Specifications

- a. Prepare Final Construction Plans, Contract Documents, and Technical Specifications suitable for construction bid advertisement for the selected intersection improvements in accordance with RTC standards and requirements. RTC will provide the boilerplate on disk in MS Word format. The RTC, Local Entity, and Quality Control review comments will be incorporated into the final Plans and Specifications.

The final construction plans (90% and 100% submittals) will be on 22" x 34" size sheets and will show all elements of the project construction, including plan/profile views, signal modifications, signing and striping, right-of-way lines, construction/slope limits (if applicable), and signal drawings. The final plan set will include, as a minimum:

- Cover Sheet (1)
- Notes, Legend, Sheet Index, Abbreviations (1)
- Demolition and Utility Plan Sheets (2) (at 1"=20' scale)
- Key Sheet (1)
- Plan Sheets (2)(at 1"=20' scale)
- Signing & Striping Plan Sheets (2) (at 1"=20' scale)
- Traffic Signal Plan Sheets (4)
- Detail Sheets (4) (scales as noted)

Approximately 17 sheets total

The Contract Documents and Technical Specifications will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, Local Entities, NDOT, and other affected parties for review at the 90% and 100% stages of completion per the following:

- 90% Plans – Two 22"x34" sets to RTC, up to six 22"x34" sets to Local Entities, and one 22"x34" set each to other affected parties.
 - 90% Specifications – One set each to RTC and Local Entities.
 - 100% Plans – One 22"x34" each to RTC and Local Entities, one electronic copy in AutoCad format to RTC.
 - 100% Specifications – One set each to RTC and Local Entities.
- b. Independent Checker. An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.
- c. Final Specification Document Submittal. Provide one hard copy and one copy in MS Word format of the Contract Documents and Technical Specifications to the RTC and one hard copy to the Local Entities.
2. Final Engineer's Opinion of Probable Construction Costs and Time.
Provide a final Engineer's opinion of probable construction costs for the project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.
3. NDOT Occupancy Permits.
Prepare occupancy permit applications/permit modifications for intersections located on NDOT facilities. Provide color coded plans in accordance with NDOT requirements. Submit a separate application for each location if necessary. Coordinate with NDOT District II permit office to obtain centerline station references for each location. The locations within NDOT facilities are:
- At the intersection of N. McCarran Blvd. and Clear Acre Lane, N. McCarran Blvd. and Clear Acre Lane north of N. McCarran Blvd.

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

2.1.E. Contingency – Design Services

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 2.1.A-2.1.D. 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 the proposed work. Work to be paid out of contingency shall proceed only after CONSULTANT secures the RTC Project Manager's prior written approval.

Tasks 2.1.F-2.1.J CONSTRUCTION SUPPORT SERVICES (OPTIONAL)

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design to determine their appropriateness to the project.

2.1.F Contract Administration (Optional)

1. Provide contract administration services as follows:
 - Attend the preconstruction conference
 - Perform construction coordination
 - Review and provide recommendations on contractor's traffic control plans
 - Review and stamp contractor's submittal for conformance to the contract documents, including plantmix bituminous pavement and Portland Cement concrete mix designs
 - Review and provide recommendations on test results
 - Review and provide recommendations on contractor's construction schedule and work progress

- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Supervise the inspection, surveying and material testing activities
- Provide recommendations to the RTC for any necessary construction changes due to field conditions
- Assist in change order review and approval

2. 1.G. Construction Surveying (Optional)

1. Provide construction surveying services as follows:

a. Construction Staking – N. McCarran Blvd. and Clear Acre Lane

The following services will be provided:

- Locate and verify existing control.
- Stake offsets to curb on approximately 350 feet of median.
- Stake offsets for new lane layout on south leg.
- Stake offsets for new signal pole.

Assumptions:

1. Construction staking will be completed during daylight hours.
2. The construction company doing the work will have traffic control in place and no additional traffic control measures will be required for the construction staking.
3. Prevailing wages will not be required for the field surveying services.
4. No fees will be required for occupancy permit(s), if required.

b. Construction Staking – Battle Born Lane and Victorian Avenue

The following services will be provided:

- Locate and verify existing control.
- Stake offsets to curb on approximately 300 feet of median.
- Stake offsets for new lane layout on south leg.
- Stake offsets for new signal pole.

Assumptions:

1. Construction staking will be completed during daylight hours.
2. The construction company doing the work will have traffic control in place and no additional traffic control measures will be required for the construction staking.
3. Prevailing wages will not be required for the field surveying services.
4. No fees will be required for occupancy permit(s), if required.

2. 1.H. Inspection (Optional)

1. Provide Inspector. Provide one full-time inspector during all construction activities. 8-hour work days and a 17 working day contract period are anticipated. This inspector will:
 - Attend the preconstruction conference
 - Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
 - Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
 - Prepare daily inspection reports, submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s).
 - Provide quantity reports and assist in contractor's monthly progress payments
 - Provide verification of the distribution of public relation notices required to be delivered by the contractor
 - Assist in preparation of the Punch List
 - Maintain a field blue-line set of drawings to incorporate contractor record drawing mark-ups

2. 1.I. Materials Testing (Optional)

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

3. Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing & sampling for plantmix bituminous pavement placement, and on-site PCC testing & sampling. Laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the latest edition of the Orange Book.
4. Provide Plantmix Bituminous Pavement Testing. Provide plantmix bituminous pavement tests per each “lot” (500 tons) placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow & stability and Marshall unit weight. Reports will also include voids in total mix and voids filled.
5. Provide Plantmix Bituminous Pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.

2. 1.J. As-Built Information (Optional)

Record Drawings. Provide as-built record drawings for the completed project. Three sets of electronic drawings, in single file PDF format (22” x 24” at 300 dpi), on diskette will be provided to RTC for its files and distribution to the Local Entities. The PDF file shall include all plan sheets in one file with index/bookmark for easy access to different sheets or sections of the plan set.

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

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

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

2.1.K. Contingency – Construction Support Services

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 2.1.F-2.1.K. 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 the proposed work. Work to be paid out of contingency shall proceed only after CONSULTANT secures the RTC Project Manager’s prior written approval.

Exhibit B

Compensation

SAMPLE

Stantec Consulting Services Inc.

		TE Spot 10 Intersections - Design																
TASKS		Staff Classification, Hours and Fees																
		17	16	15	14	13	12	11	10	9	8	7						
				Sr. Project Manager	Survey Manager	Project Manager				Staff Engineer	Engineering Technician / Drafter		Survey Crew	Manhour Summary	Subtotal	Expenses: Reproduction	Total Sub-Task Cost	Total Task Cost
				JM	ES	CA				DP	LZ							
	RATES	\$ 242	\$ 234	\$ 219	\$ 209	\$ 193	\$ 185	\$ 176	\$ 165	\$ 159	\$ 149	\$ 143	\$ 165					
Task #	DESCRIPTION																	
A	Project Management																	\$ 6,800
	Project Kickoff, Coordination, and PM			24		8								32	\$ 6,800	\$ -	\$ 6,800	
B	Preliminary Design																	\$ 41,963
	Base Mapping - McCarran/Clear Acre				27								20	47	\$ 8,943	\$ -	\$ 8,943	
	Base Mapping - Battle Born/Victorian (inc. title report & legal desc.)				23								20	43	\$ 8,107	\$ 825	\$ 8,932	
	Turning Templates - Disc/Los Altos			1		1				4				6	\$ 1,048	\$ -	\$ 1,048	
	Turning Templates - Disc/Vista			1		1				4				6	\$ 1,048	\$ -	\$ 1,048	
	60% Design - McCarran/Clear Acre, Battle Born/Victorian			8		40				40	40			128	\$ 21,792	\$ 200	\$ 21,992	
C	Final Design																	\$ 30,008
	90% Design			8		36				24	24			92	\$ 16,092	\$ 200	\$ 16,292	
	100% Design			4		12				12	12			40	\$ 6,888	\$ 200	\$ 7,088	
	NDOT Permit			4		16				8	8			36	\$ 6,428	\$ 200	\$ 6,628	
D	Bidding Services																	\$ 6,445
	Pre-Bid Meeting			2		4								6	\$ 1,210	\$ -	\$ 1,210	
	Bid Opening			1		3								4	\$ 798	\$ -	\$ 798	
	Addendums/RFIs			1		6					8			15	\$ 2,569	\$ -	\$ 2,569	
	IFC plans					4					4			8	\$ 1,368	\$ 500	\$ 1,868	
E	Contingency (10% of 2.1.A-D)																	\$ 10,000
	Contingency (10% of Tasks 2.1.A-D)													0	\$ -	\$ 10,000	\$ 10,000	
	Manhours	0	0	54	50	131	0	0	0	92	96	0	40	463				
		\$ -	\$ -	\$ 11,826	\$ 10,450	\$ 25,283	\$ -	\$ -	\$ -	\$ 14,628	\$ 14,304	\$ -	\$ 6,600		\$ 83,091	\$ 12,125	\$ 95,216	\$ 95,216

Stantec Consulting Services Inc.

		TE Spot 10 Intersections - EDC (Optional Tasks)																
TASKS		Staff Classification, Hours and Fees																
		17	16	15	14	13	12	11	10	9	8	7						
				Sr. Project Manager	Survey Manager	Project Manager				Staff Engineer	Engineering Technician / Drafter		Survey Crew	Manhour Summary	Subtotal	Expenses: Reproduction	Total Sub-Task Cost	Total Task Cost
				JM	ES	CA				DP	LZ							
Task #	RATES	\$ 242	\$ 234	\$ 219	\$ 209	\$ 193	\$ 185	\$ 176	\$ 165	\$ 159	\$ 149	\$ 143	\$ 165					
	DESCRIPTION																	
F	Construction Administration																	\$ 15,572
	Precon			4		4								8	\$ 1,648	\$ -	\$ 1,648	
	Weekly Meetings					16				8				24	\$ 4,360	\$ -	\$ 4,360	
	Other site visits					16								16	\$ 3,088	\$ -	\$ 3,088	
	Submittals/RFIs					8				20				28	\$ 4,724	\$ -	\$ 4,724	
	Coordination and PM			8										8	\$ 1,752	\$ -	\$ 1,752	
G	Construction Survey																	\$ 7,211
	Staking - McCarran/Clear Acre				7.5								11	18.5	\$ 3,383	\$ -	\$ 3,383	
	Staking - Battle Born/Victorian				12								8	20	\$ 3,828	\$ -	\$ 3,828	
H	Inspection																	\$ 20,717
	Inspection - McCarran/Clear Acre													0	\$ -	\$ 8,778	\$ 8,778	
	Inspection - Battle Born/Victorian													0	\$ -	\$ 11,939	\$ 11,939	
I	Materials Testing																	\$ 3,418
	Materials Testing - McCarran/Clear Acre													0	\$ -	\$ 798	\$ 798	
	Materials Testing - Battle Born/Victorian													0	\$ -	\$ 2,620	\$ 2,620	
J	Record Drawings																	\$ 3,254
	Record Drawings - McCarran/Clear Acre			1		4				4				9	\$ 1,627	\$ -	\$ 1,627	
	Record Drawings - Battle Born/Victorian			1		4				4				9	\$ 1,627	\$ -	\$ 1,627	
K	Contingency																	\$ 5,000
	Contingency (10% of Tasks 2.1.F-J)													0	\$ -	\$ 5,000	\$ 5,000	
	Manhours	0	0	14	19.5	52	0	0	0	36	0	0	19	140.5				
		\$ -	\$ -	\$ 3,066	\$ 4,076	\$ 10,036	\$ -	\$ -	\$ -	\$ 5,724	\$ -	\$ -	\$ 3,135		\$ 26,037	\$ 29,134	\$ 55,171	\$ 55,171

STANTEC
TE SPOT NO. 10 INTERSECTION IMPROVEMENTS
INSPECTION & MATERIALS TESTING SERVICES
VICTORIAN / KIETZKE

DATE : 6/22/2020

ACTIVITY	QTY/DAYS	HRS/DAY	RATE*	TOTAL	COMMENTS
2.1.H - PROJECT MANAGER					
REPORTS	2	2	\$ 165.00	\$ 660.00	
SUBTOTAL				\$ 660.00	
2.1.G.2 INSPECTION & TESTING					
INSPECTOR/TESTER REG.	10	8	\$ 115.00	\$ 9,200.00	10 DAYS
INSPECTOR/TESTER O.T.			\$ 149.00	\$ -	
NUCLEAR GAUGE	5	2	\$ 10.00	\$ 50.00	
VEHICLE	80		\$ 10.00	\$ 800.00	
SUBTOTAL				\$ 10,050.00	
2.1.H.1 - MATERIALS TESTING					
SUBGRADE CURVES	1		\$ 250.00	\$ 250.00	
AGGREGATE BASE / BEDDING CURVES	2		\$ 250.00	\$ 500.00	
SLURRY SEAL SAND SIEVE ANALYSIS	1		\$ 110.00	\$ 110.00	
CYLINDERS, SETS OF 4	5		\$ 100.00	\$ 500.00	
SUB TOTAL				\$ 1,360.00	
2.1.H.3 - ASPHALT CEMENT TESTING					
PG 64-28	1		N/C		BY NDOT
SUBTOTAL				\$ -	
2.1.H.5 - HMA TESTING					
FULL MARSHALL SERIES	1		\$ 580.00	\$ 580.00	
SUBTOTAL				\$ 580.00	
2.1.H.6 - HMA CORING AND TESTING					
TECHNICIAN REG.	1	3	\$ 95.00	\$ 285.00	
CORES, SETS OF 3	1		\$ 240.00	\$ 240.00	
VEHICLE	3		\$ 10.00	\$ 30.00	
SUBTOTAL				\$ 555.00	

ESTIMATED TOTAL FEE \$ 13,205.00

1. ALL TECHNICIANS NAQTC CERTIFIED

STANTEC
TE SPOT NO. 10 INTERSECTION IMPROVEMENTS
INSPECTION & MATERIALS TESTING SERVICES
MCCARRAN / CLEARACRE

DATE : 6/22/2020

ACTIVITY	QTY/DAYS	HRS/DAY	RATE*	TOTAL	COMMENTS
2.1.H - PROJECT MANAGER					
REPORTS	2	2	\$ 165.00	\$ 660.00	
SUBTOTAL				\$ 660.00	

2.1.G.2 INSPECTION & TESTING

INSPECTOR/TESTER REG.	7	8	\$ 115.00	\$ 6,440.00	7 DAYS
INSPECTOR/TESTER O.T.			\$ 149.00	\$ -	
NUCLEAR GAUGE	4	2	\$ 10.00	\$ 40.00	
VEHICLE	56		\$ 10.00	\$ 560.00	
SUBTOTAL				\$ 7,040.00	

2.1.H.1 - MATERIALS TESTING

SUBGRADE CURVES	1		\$ 250.00	\$ 250.00	
AGGREGATE BASE / BEDDING CURVES			\$ 250.00	\$ -	INCLUDED IN VICTORIA
SLURRY SEAL SAND SIEVE ANALYSIS	1		\$ 110.00	\$ 110.00	
CYLINDERS, SETS OF 4	4		\$ 100.00	\$ 400.00	
SUB TOTAL				\$ 760.00	

2.1.H.3 - ASPHALT CEMENT TESTING

PG 64-28			N/C		BY NDOT
SUBTOTAL				\$ -	

2.1.H.5 - HMA TESTING

FULL MARSHALL SERIES			\$ 580.00	\$ -	INCLUDED IN VICTORIA
SUBTOTAL				\$ -	

2.1.H.6 - HMA CORING AND TESTING

TECHNICIAN REG.			\$ 95.00	\$ -	
CORES, SETS OF 3			\$ 240.00	\$ -	
VEHICLE			\$ 10.00	\$ -	
SUBTOTAL				\$ -	

ESTIMATED TOTAL FEE \$ 8,460.00

1. ALL TECHNICIANS NAQTC CERTIFIED



Project: Design_Schedule
Date: Fri 6/26/20

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Exhibit C

Indemnification and Insurance Requirements

SAMPLE

Exhibit C

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

2019-11-11 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) 348-0400.

2. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

CONSULTANT shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received and approved by RTC before work commences. CONSULTANT agrees that RTC has the right to inspect CONSULTANT'S and the Sub's insurance policies, or certified copies of the policies, at any reasonable time. Copies of applicable

policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$5,000 per occurrence or claim must be declared to and approved by 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 approved by 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.



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

July 17, 2020

AGENDA ITEM 3.19

TO: Regional Transportation Commission

FROM: Brian Stewart, P.E.
Engineering Director

Bill Thomas, AICP
Executive Director

SUBJECT: 6th Edition Regional Road Impact Fee (RRIF) Program Report

RECOMMENDATION

Acknowledge receipt of the 6th Edition RRIF Program report.

SUMMARY

The 6th Edition RRIF General Administrative Manual (GAM) and Capital Improvement Plan (CIP) were adopted by the Washoe County Board of County Commissioners and the City Councils of Reno and Sparks in 2019, and the fees went into effect on December 1, 2019.

Since the inception of the RRIF program in 1996, the local jurisdictions have collected a total of \$100 million dollars in impact fee revenue. In addition, developers have constructed \$204 million of roadway capacity improvements, where they earned credits/waivers to be used in lieu of cash for payment of their impact fees.

Prior to the 5th Edition, Capital Contribution Front Ending Agreements (CCFEA) issued impact fee credits measured in Vehicle Miles Traveled (VMTs) which could be used to pay impact fees within specific Benefit Districts and Developments of Record related to their agreements. A total of 1,632,505 VMTs have been issued through the CCFEA Agreements. CCFEA Credits may be bought and sold on the private market and credit usage is based on the needs of the original or third party purchases.

The 5th edition revised the method of reimbursing developers for RRIF eligible capacity improvements. In lieu of CCFEAs, developers enter into RRIF Offset Agreements and receive RRIF Waivers measured in dollars. The RRIF Waivers are limited to use within a designated Development of Record related to the improvements and to the maximum amount of impact fees owed for said development. Since 2015, only three RRIF Offset Agreements have been in place issuing a total of \$1,003,358 in RRIF Waivers.

Over the past five years, the RRIF Program has averaged approximately \$3.9 million in cash revenue. Approximately \$11 million in CCFEA Credits (41,000 VMTs) per year have been redeemed for the payment of impact fees. As of July 1, 2020, an estimated 596,000 VMTs (37% of total issued) currently remain. An estimated total of \$730,364 RRIF Waivers have been redeemed, with a balance of \$272,994 (27% of total issued) currently remaining (see Attachment).

During the approval of the 6th Edition RRIF GAM/CIP, local council members and board of county commissioners raised some issues they would like to see reviewed in a future update of the program. These items included a review of the impact fee service areas, ensuring the RTP/CIP conform with the Regional Plan, review of urban vs suburban fees, special rates for affordable housing, and investigating ways to incentivize walkable communities through the impact fee program. These issues and additional items will be addressed in the upcoming 7th Edition RRIF GAM/CIP update.

RTC is currently updating the 2050 Regional Transportation Plan (RTP). The 7th Edition RRIF CIP will include capacity projects listed in the first 10 years of the RTP. The 7th Edition RRIF GAM/CIP will also include changes to land use and population growth per the TMRPA Consensus Forecast used in the 2050 RTP.

Overall, the RRIF Program has supported the Truckee Meadows through the construction of new roads and capacity related intersection improvements by both the RTC and local developers. These improvements have help the region grow, along with our local economy.

FISCAL IMPACT

There is no fiscal impact associated with this action.

PREVIOUS ACTIONS BY BOARD

May 20, 2019	Acknowledged receipt of the 6 th Edition RRIF GAM and CIP and authorized presentation to the local jurisdictions for approval and adoption.
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ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this agenda item.

Attachment

**Regional Road Impact Fee
 CCFEA Credits/RRIF Waivers
 Current Balance**

CCFEA Credits (VMTs)				
Expiring Year	Northwest	Northeast	South	Total
2016	0.00	0.00	0.00	0.00
2018	0.00	0.00	0.00	0.00
2019	0.00	0.00	0.00	0.00
2020	38.80	156.88	1,064.56	1,260.24
2021	0.00	3,490.59	604.93	4,095.52
2022	1,064.29	650.67	12.50	1,727.46
2023	0.00	0.00	3,441.89	3,441.89
2024	0.00	4.44	11,889.60	11,894.04
2025	3,636.85	10,580.44	3,953.26	18,170.55
2026	22,788.47	18,395.91	968.52	42,152.90
2027	0.00	22,500.91	352.77	22,853.68
2028	0.00	7,739.44	4,036.31	11,775.75
2029	140.85	0.00	7,764.52	7,905.37
2030	11,660.81	1,032.62	0.00	12,693.43
2031	210.42	123.40	1,814.22	2,148.04
2032	0.00	0.00	17,277.67	17,277.67
2033	0.00	2,997.87	48,611.50	51,609.37
2034	0.00	17,984.00	85,221.50	103,205.50
2035	0.00	14,298.56	24,304.00	38,602.56
2036	47,418.05	982.76	4,037.83	52,438.64
2037	2,770.78	71,507.54	57,566.63	131,844.95
2038	0.00	9,100.67	0.00	9,100.67
2039	0.00	983.54	51,049.33	52,032.87
Total	89,729.32	182,530.24	323,971.54	596,231.10
% of Total	15.0%	30.6%	54.3%	

RRIF Waivers (Dollars)		
North	South	Total
\$272,994	\$0	\$272,994



REGIONAL TRANSPORTATION COMMISSION

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July 17, 2020

AGENDA ITEM 4.1

TO: Regional Transportation Commission

FROM: Amy Cummings, AICP/LEED AP
Director of Planning, Deputy
Executive Director

Bill Thomas, AICP
Executive Director

SUBJECT: 2050 Regional Transportation Plan (RTP) Transportation Project Alternatives

RECOMMENDATION

Receive a report and provide direction on the 2050 Regional Transportation Plan (RTP) Transportation Project Alternatives.

SUMMARY

The development of the 2050 Regional Transportation Plan is underway. The purpose of the plan is to identify the long-term guiding principles and goals for the regional transportation system and to identify the projects, programs, and services that will be implemented through 2050. This plan will be based on a robust community engagement process and conducted in collaboration with partner agencies. The plan will address the safety, mobility, connectivity, and traffic operations issues that are resulting from strong population and employment growth in the region. Federal regulations require that the long range planning document be updated every four years. The current RTP approval extends through May 2021.

Staff is currently seeking input on transportation improvement projects, programs, and services that should be considered for inclusion in the 2050 RTP. Projects in the current (2040) RTP which have not been completed or initiated will be evaluated to determine if they still appropriately meet regional transportation needs. In addition, there are some new project recommendations from recently completed planning studies such as the South Meadows Area Multimodal Transportation Study and the University Area Multimodal Transportation Study. Similarly, there are several improvement projects that have been suggested by agency representatives and members of the public in response to development and growth in population and employment throughout the region. On June 22, the RTC launched an online survey to solicit ideas from the public on other potential projects, and the survey will remain open until July 20.

FISCAL IMPACT

2050 RTP development is included in the Unified Planning Work Program.

PREVIOUS ACTIONS BY BOARD

June 19, 2020	Approved the 2050 RTP Guiding Principles
December 20, 2019	Received report on the 2050 RTP visioning exercise
November 15, 2019	Received report regarding the 2050 RTP public and agency outreach process and schedule
August 17, 2018	Approved Amendment No. 1 to the 2040 RTP
May 21, 2017	Approved the 2040 RTP

ADDITIONAL BACKGROUND

The RTP is the RTC's long-range transportation plan as required under Title 23, Part 450 of the Code of Federal Regulations (CFR). It contains major transportation projects and programs for Washoe County for all modes of travel. It functions as the major tool for implementing long-range transportation planning. The RTP captures the community's vision of the transportation system and identifies the projects, programs and services necessary to achieve that vision that will be implemented by RTC, member entities, and Nevada Department of Transportation (NDOT).

ADVISORY COMMITTEE(S) RECOMMENDATION

Both the Technical Advisory Committee (TAC) and Citizens Multimodal Advisory Committee (CMAC) met on July 1, 2020, and received a report on the 2050 RTP.



REGIONAL TRANSPORTATION COMMISSION

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July 17, 2020

AGENDA ITEM 5.1

TO: Regional Transportation Commission

FROM: Bill Thomas, AICP *BT*
Executive Director

SUBJECT: Director's Report

Monthly verbal update/messages from RTC Executive Director Bill Thomas – *no action will be taken on this item.*



REGIONAL TRANSPORTATION COMMISSION

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July 17, 2020

AGENDA ITEM 5.2

TO: Regional Transportation Commission

FROM: Bill Thomas, AICP *BT*
Executive Director

SUBJECT: Federal Report

Monthly update/messages from RTC Executive Director Bill Thomas – *no action will be taken on this item.*

Federal Update for RTC of Washoe County
Prepared by Cardinal Infrastructure and Thompson Coburn
July 17, 2020 Board Meeting

Surface Transportation Reauthorization

On June 17th and 18th, the House Transportation and Infrastructure Committee held its mark-up of the Investing in a New Vision for the Environment and Surface Transportation (INVEST) in America Act.

Chairman DeFazio opened by saying, "After holding nearly 20 Committee hearings, receiving testimony from dozens and dozens of witnesses and Members of Congress, and engaging with hundreds of advocates and transportation agencies, I am proud to bring the Committee together today to consider this transformational bill...This is exactly the kind of investment we need to create jobs and help our economy recover from the current pandemic. I hope my colleagues will join me in supporting this legislation."

In Republican members' opening remarks, including those by Ranking Member Graves, partisanship was quickly apparent, blaming "the speaker's partisan agenda" for a "my way or the highway" bill that turns core programs into a climate program "to appease the radical environmental movement." The INVEST bill was developed without input from Republican members on the Committee which is a departure from past reauthorization efforts which were bipartisan in nature.

The RTC led efforts with Congresswoman Titus to pass an amendment during mark-up that excludes hydrogen fuel cell electric buses from the procurement minimums set by the bill under the Zero Emission Bus Grant Program (currently known as the Low or No Emissions Vehicles Grant Program). The provision eliminates the eligibility of low emission vehicles from the program but now contains this exception for hydrogen fuel cell technology.

Further, an amendment passed that increases the federal share for certain Small Starts projects under the Capital Investment Grant (CIG) program. Under the CIG COVID-19 Emergency Relief Program in the bill, this amendment extends the same 30% additional federal match provisions in the bill (capped at 80%) that apply to New Starts and Core Capacity projects. If enacted and depending on how FTA implements the provision, the Virginia Street project could be an eligible CIG project under this program.

Infrastructure package and INVEST in America Act

On July 1st, the House passed H.R. 2, the Moving Forward Act, on a largely party-line vote of 223-188, after adopting 162 amendments. The Moving Forward Act is a \$1.5 trillion infrastructure package which includes the surface transportation reauthorization bill, INVEST in America Act, in addition to funding and programs for infrastructure related to water, broadband, renewable energy and grid security, housing, public schools, and health care.

Of the 162 amendments adopted, notable provisions include:

- Ensures that hybrid electric buses that make meaningful reductions to direct carbon emissions have a 90% cost share in the bus formula and bus competitive grant programs (essentially giving a 10% federal share bonus).
- Requires the Secretary of Transportation to create best practices for application of the National Environmental Policy Act to federally funded bus shelters to assist recipients of Federal funds in receiving exclusions from NEPA.
- Waives FTA's spare ratio requirements for two years from the date of enactment of the Act.
- Requires that a study on how autonomous vehicles will impact transportation include secondary impacts on air quality and climate, as well as energy consumption.

While we do not expect H.R. 2 to pass the Republican controlled Senate, the White House did issue a statement of administration policy (SAP) on H.R. 2 indicating the President would veto the bill. The SAP states that H.R. 2 is "heavily biased against rural America...[and] appears to be entirely debt-financed." The SAP also provides that the bill is "full of wasteful "Green New Deal" initiatives" and does not appropriately address "unnecessary permitting delays."

Politico is reporting that both President Trump and former Vice President Biden intend to release their respective infrastructure proposals the week of July 13th.

Mobility on Demand and Automated Vehicles

RTC has been working to address specific issues under the INVEST in America Act, including outreach to the Senate Banking Committee (which has jurisdiction over the transit title in the Senate) on Section 2203, Mobility Innovation, and Section 2603, Innovation Workforce Standards.

Section 2203 states that certain mobility on demand (MOD) and mobility as a service (MaaS) projects are eligible for federal funds; however, the federal share is reduced by 10%, to 70%, from the current 80% federal share. In addition, it only allows an increase to the federal share to 90% if the recipient forgoes use of a contractor to provide the service and/or chooses to exclusively use zero-emission vehicles.

Section 2603, "Innovation Workforce Standards," prohibits the use of federal funds for autonomous transit vehicles and MOD projects unless the recipient submits a workforce development plan approved by Secretary of Transportation and the recipient certifies to the Secretary that the service does not eliminate or reduce the frequency of existing service.

Executive Director Bill Thomas sent a letter to the Chairman and Ranking Member of the Senate Banking Committee discussing these provisions and how it could impact RTC FlexRIDE services. RTC also held a conference call with Committee staff to discuss this specific matter, as well as the Board-approved surface transportation reauthorization priorities.

Appropriations

The House Appropriations Committee released its Fiscal Year (FY) 2021 Transportation-HUD appropriations measure. The bill provides \$78.7 billion for surface transportation programs; in addition, the bill provides \$26 billion in emergency related funding to "strengthen and make more resilient our nation's aging infrastructure."

Notable program funding in the bill includes:

- \$1 billion for the BUILD program, with an additional \$3 billion in emergency funding to remain available until September 30, 2022.
- \$663 million for the Buses and Bus Facilities discretionary grant program, including language to make eligible projects that "increase green space surrounding a bus transportation hub structure."
- \$180 million for the Low or No Emission Vehicle Grant Program.
- \$2.175 billion for CIG projects, with an additional \$5 billion in emergency funding.
- \$1 million for the Public Transportation Innovation Program, with grants for "the development of software to facilitate the provision of demand-response public transportation service that dispatches public transportation fleet vehicles through riders' mobile devices or other advanced means."
- \$150 million for FHWA's Nationally Significant Federal Lands and Tribal Projects.

The appropriations bill was passed out of subcommittee, and now goes to the full committee for review and mark-up. We expect the bill to be marked-up and voted out by the full committee before July 17th, with a vote in the House before the end of July. The Senate has yet to begin its appropriations process.

National Transit Database

Executive Director Bill Thomas sent a letter to the Federal Transit Administration (FTA) advocating for the use of the National Transit Database's hold harmless provision for FY 2020 and FY 2021 reporting due to the impacts to service from COVID-19. This would effectively use FY 2019 reporting for apportionments to be made by FTA in FY 2022 and FY 2023 (there is a two-year lag between NTD reporting and its use in formula apportionments).

On June 18, the FTA released information that provides the following for all transit systems: "For the FY 2022 formula apportionment, FTA will automatically use either your 2019 or 2020 data, whichever is higher. For the FY 2023 formula apportionment, FTA will automatically use either your 2019 or your 2021 data, whichever is higher." While RTC will still need to submit FY 2020 and FY 2021 NTD reports, FTA will use whichever reporting is most favorable.

Census

On June 18th the U.S. Census Bureau issued a press release on "Ensuring an Accurate Count of College Students and Towns in the 2020 Census." A letter was also sent to college and university presidents.

The release states, "The U.S. Census Bureau is reaching out to colleges and universities with significant off-campus student populations to help ensure they are counted in the right place in the 2020 Census... This information allows the Census Bureau to count the students where they would have been staying on April 1, 2020, even if they went home early due to a school closure or shift to distance learning."



REGIONAL TRANSPORTATION COMMISSION

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July 17, 2020

AGENDA ITEM 5.3

TO: Regional Transportation Commission

FROM: Kristina Swallow, Director NDOT

SUBJECT: Nevada Department of Transportation

Monthly verbal update/messages from NDOT Director Kristina Swallow – *no action will be taken on this item.*



REGIONAL TRANSPORTATION COMMISSION

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July 17, 2020

AGENDA ITEM 6

TO: Regional Transportation Commission

FROM:

Bill Thomas, AICP
Executive Director

SUBJECT: Legal Counsel Report

The monthly Regional Transportation Commission (RTC) agenda includes a standing item for staff and legal counsel to provide information on any legal issues facing the RTC. This allows the Board to discuss such issues and provide direction to staff or take action as necessary.

The RTC may, consistent with Chapter 241 of NRS, decide to interrupt the public meeting at any time to conduct a closed session to confer with legal counsel and possibly deliberate on legal issues. Any action on pending legal matters will be made when the public meeting is reconvened.