



LOCATION:

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

DATE Sept. 18, 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 may be viewed live on RTC's YouTube channel 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 September 17, 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 - *please read paragraph II near the top of this page*

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 August 20, 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 Valley project 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 Approve the establishment of transit performance standards for RTC's microtransit (FlexRIDE) services *(For Possible Action)*

Planning

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

Administration

- 3.8 Acknowledge receipt of the monthly Procurement Activity Report *(For Possible Action)*
- 3.9 Approve addition of new language to RTC Personnel Rules: Open Communication; Solicitation Prohibited; Employee Bulletin Board; Use of Tobacco or Smoking Products; Outside Employment; Discipline; Computer Purchase Program and Anonymous Reporting System. Approve modification to Personnel Rules 3.9 Corrective Procedure and 3.10 Appeals. Approve the deletion of RTC Management Policies: Employee Open Door (P-8); Complaints and Commendations (P-9); No Solicitation (P-10); No Smoking (P-19); Disciplinary Action (P-23); Computer Purchase Program (P-39) and Anonymous Reporting (P-47). Approve modification to RTC Management Policy Employee Telecommuting (P-41) *(For Possible Action)*

Procurement and Contracts

- 3.10 Approve a Professional Services Agreement (PSA) with HDR Engineering Inc. in an amount not to exceed \$82,498.00 for consulting services on the Electric and Alternative Fuel Vehicle Infrastructure and Advanced Mobility Plan; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*
- 3.11 Approve the agreement with Spare Labs Inc. in an amount not-to-exceed \$99,000 to provide microtransit software services; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*
- 3.12 Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) between the RTC and Headway Transportation, LLC (Headway) for the design of the Center Street Cycle Track Project in the amount of \$2,937,450 for a new not to exceed amount of \$3,033,400; authorize the RTC Executive Director to execute the amendment *(For Possible Action)*
- 3.13 Approve Change Order (CO) No. 18 in the amount of \$10,707 for changes to the project scope associated with removing minor paving scope, adjusting loading zone related signage, changes to the irrigation system at the North Virginia Street roundabout, and clarification to the risk register on the Virginia Street Bus RAPID Transit (BRT) Extension Project; authorize the RTC Executive Director to execute CO No. 18 *(For Possible Action)*

Inter-Agency Agreements

- 3.14 Approve the subrecipient agreement with the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno for management of the Automatic Road Feature Extraction from State-Owned Mobile LiDAR Data for Traffic Safety Analysis and Evaluation project; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*
- 3.15 Approve the Property Acceptance Agreement between the RTC and University of Nevada, Reno which provides terms to the completion of monument located within the center of the roundabout constructed as part of the Virginia Street Bus RAPID Transit Extension Project that will ultimately be owned and maintained by the University; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*

- 3.16 Approve a Cooperative Agreement in the amount of \$150,000 with the UNR Civil Engineering Department for the UNR Pavement/Materials Program; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)

Right-of-Way

- 3.17 Approve the attached Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a permanent easement on the parcel known as APN 012-341-28 from James Paul Nuss and Kristine H. Nuss, Trustees of The Nuss Family Trust dated 04.21.2017 as to an undivided 25% interest, and Kristine H. Nuss, a married woman as her sole and separate property as to an undivided 75% interest., necessary to construct the TE Spot 9, Package 2 Project (*For Possible Action*)

~END OF CONSENT AGENDA~

4. PUBLIC HEARINGS

4.1 **Public hearing - no earlier than 9:05 a.m. Time Certain:**

Discussion and recommendation to approve the January 2021 RTC RIDE Service Adjustment, currently scheduled for January 2, 2021, including extension of the RTC RAPID - Virginia Line to the University of Nevada, Reno (UNR), elimination of the UNR – Midtown Direct temporary route, and miscellaneous time adjustments.

1. Staff presentation
2. Public input
3. Recommendation to approve the January 2021 RTC RIDE Service Adjustment, currently scheduled for January 2, 2021, including extension of the RTC RAPID - Virginia Line to the University of Nevada, Reno (UNR), elimination of the UNR – Midtown Direct temporary route, and miscellaneous time adjustments (*For Possible Action*)

5. METROPOLITAN PLANNING ORGANIZATION (MPO)

- 5.1 Receive a report and provide direction on the Eagle Canyon Extension Alignment Alternatives and Planning and Environmental Linkages (PEL) Study (*For Possible Action*)

6. DIRECTOR REPORTS

- 6.1 **RTC EXECUTIVE DIRECTOR REPORT** – *verbal report - no action required*
- 6.2 **FEDERAL REPORT** - *no action required*
- 6.3 **NDOT** Monthly updates/messages from NDOT Director Kristina Swallow – *no action required*

7. LEGAL MATTERS (*For Possible Action*)

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.

8. PUBLIC INPUT - *please read paragraph II near the top of this page*

9. MEMBER ITEMS

10. ADJOURNMENT (*For Possible Action*)

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. Current posting locations:

RTC website: www.rtcwashoe.com, State website: <https://notice.nv.gov/>



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 18, 2020

AGENDA ITEM 2.1

TO: Regional Transportation Commission

FROM:

A handwritten signature in black ink, appearing to be "Bill Thomas", is written over a horizontal line.

Bill Thomas, AICP
Executive Director

SUBJECT: Public Input

This agenda item allows the public the opportunity to provide information on topics within the jurisdiction of the Regional Transportation Commission (RTC). Any person wishing to wait to provide public comment on a specific agenda item should indicate that item number on the “comment” card. The RTC Chair reserves the right to take all public comment during Public Input. Individuals addressing the Board during the Public Input portion of the meeting will be limited to three minutes total. However, an individual acting as a spokesperson for a group of individuals may request additional time. Individuals are expected to provide public input in a professional and constructive manner.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 18, 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: September 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 September 2, 2020, and received reports regarding the proposed January 2021 RTC RIDE service change as well as the update of the 2015 Coordinated Human Services Public Transportation Plan (CTP).

Technical Advisory Committee (TAC)

The TAC met on September 3, 2020, and received reports regarding the proposed January 2021 RTC RIDE service change as well as the update of the 2015 CTP.

Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

The RRIF TAC met on Thursday, August 27, 2020. The committee received a report on potential changes related to the forthcoming 7th Edition RRIF General Administrative Manual (GAM) for consideration. Specifically, the TAC discussed RRIF benefit districts, impact fees rates, RRIF payment with credit cards, and RRIF revenue.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:10 A.M.

August 20, 2020

PRESENT:

**Bob Lucey, Washoe County Commissioner, Chairman
Vaughn Hartung, Washoe County Commissioner
Oscar Delgado, Reno City Council Member (departed at 10:15 a.m.)
Kristopher Dahir, Sparks City Council Member**

**Bill Thomas, RTC Executive Director
Dale Ferguson, Legal Counsel
Kristina Swallow, Director of NDOT**

NOT PRESENT:

Neoma Jardon, Reno City Council Member, Vice Chair

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, Chairman Lucey requested to have a moment of silence in honor of Mayor Ron Smith who passed away August 19, 2020.

Item 1 APPROVAL OF AGENDA

On motion of Commissioner Hartung, seconded by Commissioner Dahir, 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 called on anyone wishing to speak on topics relevant to the Regional Transportation Commission (RTC) that are not included in the current agenda.

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

Item 2.2 ADVISORY COMMITTEES SUMMARY REPORT

On motion of Commissioner Dahir, 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 3.1 thru 3.13 CONSENT ITEMS

Minutes

- 3.1 Approve the minutes of the July 17, 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*)**

Public Transportation/Operations

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

Planning

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

Administration

- 3.6 Acknowledge receipt of the monthly Procurement Activity Report (*For Possible Action*)**
- 3.7 Set Executive Director Goals for fiscal year 2021 (FY21) (*For Possible Action*)**

Procurement and Contracts

- 3.8 Approve the purchase of Two Ford Escape Hybrid vehicles utilizing the State of Nevada vehicle procurement contract number 99SWC-S490/S609, in the amount of \$56,011.06; authorize the RTC Executive Director to execute his acceptance of the quote provided (*For Possible Action*)**
- 3.9 Approve a contract with Fastech (Wayne Perry, Inc.) in an amount not to exceed \$188,515, for materials and installation of a new Angi CNG compressor; authorize the RTC Executive Director to award and execute the contract (*For Possible Action*)**
- 3.10 Approve a Professional Services Agreement (PSA) with Jacobs Engineering (Jacobs) to provide Engineering and Environmental services through the remainder of the wetlands establishment and monitoring period on Phase 2 of the SouthEast Connector project, in an amount not to exceed \$572,340; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)**
- 3.11 Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) between the RTC and Stantec for Engineering During Construction (EDC) services to be provided on the East Prater Way Rehabilitation Project in the amount of \$77,000 for a new not to exceed amount of \$834,823; authorize the RTC Executive Director to execute the amendment (*For Possible Action*)**

- 3.12 Approve Change Order (CO) No. 17 to the construction agreement between the RTC and Sierra Nevada Construction in the amount of \$386,103 for additional work associated with changing the project scope to a hot mix asphalt overlay in lieu of a slurry seal in the North Virginia portion of the project on the Virginia Street Bus RAPID Transit (BRT) Extension Project; authorize the RTC Executive Director to execute CO No. 17 (For Possible Action)**

Inter-Agency Agreements

- 3.13 Approve a cooperative agreement with the Nevada Department of Transportation (NDOT) to receive and use Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) federal funds in the amount of \$1,150,000.00 for the RTC Trip Reduction Program; authorize the RTC Executive Director to execute the agreement (For Possible Action)**

On motion of Commissioner Hartung, seconded by Commissioner Delgado, which motion carried unanimously, Chairman Lucey ordered that Consent Items 3.1 through 3.13 be approved.

Item 4 ENGINEERING

- 4.1 Receive a presentation on the Lemmon Drive project and provide direction accordingly (For Possible Action)**

Mr. Dale Keller, RTC Engineering Manager, addressed the Board to provide a presentation update clarifying the project limits of segments 01 and 02 of the Lemmon Drive project, gave the current status of both segments and said there were originally 12 alignment options in the screening process. However, RTC's Technical Advisory Committee had reviewed all alignments and narrowed the options down to Alternative 2, Alternative 6 and Alternative 8. He then offered to answer questions pertaining to the project and get direction from the commissioners as requested.

After some discussion, the majority of commissioners preferred Alternative 6, the Natural Berm Alignment, so the commissioners gave direction to move forward with Alternative 6 and bring back funding options. Also see if BUILD Grant funds could potentially be used.

Commissioner Hartung asked if any improvements were planned for the roadway between Fleetwood and Deodar Way.

Mr. Keller confirmed that it is planned for widening.

On motion of Chairman Lucey, seconded by Commissioner Hartung, which motion carried unanimously, Chairman Lucey ordered that Consent Item 4.1 be approved with the direction given.

(A copy of this presentation is available by contacting Denise Thompson at dthompson@rtcwashoe.com)

Item 5 METROPOLITAN PLANNING (MPO)

5.1 Receive a report on the 2050 Regional Transportation Plan (RTP) Transportation call for projects and provide direction accordingly (For Possible Action)

Mr. Daniel Doenges, RTC Planning Manager, addressed the Board to provide a presentation update on the RTP call for projects, which were sought via online public meetings, surveys and presentations to various committees and jurisdictional staff. He then reviewed the various projects that are currently being studied or that require further study.

There were also transit service suggestions that came in as follow:

- Microtransit to Incline Village, South Reno, Cold Springs
- Peppermill Station improvements & joint development
- Extend Lincoln Line to Legends
- Monorail to airport

Next steps include:

- Analyzing potential projects
- Developing revenue forecasts
- Hosting additional virtual public meetings to review findings & seek input
- Giving presentations to/seek input from partner agencies

Mr. Doenges then concluded his presentation and offered to answer any questions. There were none.

On motion of Commissioner Hartung, seconded by Commissioner Dahir, which motion carried unanimously, Chairman Lucey ordered that Consent Item 5.1 be approved with no specific direction given.

(A copy of this presentation is available by contacting Denise Thompson at dthompson@rtcwashoe.com)

Item 6.1 thru 6.3 DIRECTOR REPORTS

6.1 RTC Executive Director Report

RTC Executive Director (E.D.) Bill Thomas provided information or updates on the following:

1. He announced the milestone service anniversaries for the following employees:
 - Rob Reeder, Safety and Security Administrator – 15 years of service on September 1
 - Lynn Smith, Senior IT Analyst – 10 years of service on September 1
 - Amy Cummings, Deputy Executive Director – 10 years of service on September 13 and
 - Justin Doerr, Customer Service Associate – 5 years of service on September 21

Additionally, senior accountant Linda Merlin announced her retirement, effective August 28th, with nearly six years of service.

He then expressed thanks to these employees for their years of public service and contributions to improve our community's transportation systems.

2. On Friday, August 14th, the RTC opened Midtown to two-way traffic with substantial completion of the Virginia Street project in Midtown. The RTC is continuing work in the University area, anticipated to be completed this fall, and the launch of the RAPID Virginia Line extension to the University of Nevada, Reno, in early 2021.

To mark this milestone for the Virginia Street Project, the RTC created a “Welcome Back to Midtown” video which can be viewed on RTC social media channels and on the project website, Virginia Street Project DOT com.

He gave thanks to everyone who participated in the video, and to all of RTC’s partners and the Midtown community for their support during construction and design of the project. The video was then shared via Zoom.

Lastly, Senator Rosen has invited the RTC to participate in a virtual roundtable meeting with members of the Midtown business community to discuss the positive impacts the Virginia Street Project will bring to the Midtown economy. The meeting was scheduled for Monday, August 24th.

3. During the July board meeting, E.D. Thomas had reported the collaboration between the RTC and agencies in the Lake Tahoe Basin to provide transit service between the Reno/Sparks area and Lake Tahoe’s Incline Village and Sand Harbor.

The RTC is excited for this regional collaboration and the opportunity to provide transportation to residents and visitors between our two communities. The service will mirror the FlexRIDE service and is anticipated to begin in spring 2021 and be available during the summer months.

Senator Cortez Masto will be announcing this collaborative partnership and pilot transit service on Monday, August 24th in advance of the Lake Tahoe Virtual Summit which will take place on Tuesday, August 25th.

As staff works to develop this pilot transit project during the coming months, we will bring you updated information in the future.

4. On Thursday, August 6th, Senator Cortez Masto’s office notified us that the RTC is receiving a \$4,080,000 Bus and Bus Facilities Discretionary Grant Award. This grant makes it possible for staff to purchase six electric hybrid buses to replace aging buses in the fleet. This funding will go a long way to help the RTC achieve its goal of having an all alternative-fuel fleet by 2035.

We are very appreciative of the support and leadership from our congressional delegation, and the U.S. Department of Transportation, and the Federal Transit Administration for awarding this grant award to the RTC.

5. E.D. Thomas said he would be giving a presentation on SCR3 to the Legislative Committee on Energy on August 24th.

6.2 RTC Federal Report

E.D. Thomas reminded commissioners that the federal report is included in the board documents for this meeting.

6.3 NDOT Director Report

NDOT Director Kristina Swallow began her presentation with the current safety numbers pertaining to fatality accidents in our state, then moved on to updates for the Parr Bridge project which is moving along very quickly. She started to provide the monthly update for the Spaghetti Bowl Xpress project when all audio capabilities were lost in the Washoe County Chambers and could not be reestablished.

(A copy of this presentation is available by contacting Denise Thompson at dthompson@rtcwashoe.com)

***Due to technical difficulties which included the loss of all audio coming into the Chambers and going out from the Chambers was lost, the Board Clerk sent a chat message via the open Zoom meeting at the request of Chairman Bob Lucey to adjourn the meeting at 10:40 a.m.*

7.1 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.

Item not heard due to unexpected adjournment.

Item 8 PUBLIC INPUT

Item not heard due to unexpected adjournment; however, there was no public input requests received for this meeting.

Item 9 MEMBER ITEMS

Due to the unexpected adjournment, the Board Clerk requested all member items be sent via email. There have been none received.

Item 10 ADJOURNMENT – See note in red above – adjourned at 10:40 a.m.

BOB LUCEY, Chairman
Regional Transportation Commission



REGIONAL TRANSPORTATION COMMISSION

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September 18, 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. The design consultant, CA Group submitted easement packages for 37 bus stop locations recently and acquisition work continues. Sixty percent (60%) Design was submitted for the final 90 bus stop locations. Another group of bus stop improvements will be advertised for construction 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 an amendment to the existing agreement with the consultant to include design services for the project. The amendment will include additional work that is required for Center Street Cycle Track final design to include roadway rehabilitation and sidewalk improvements.

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 entities. 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 underway with property owner contacts and appraisal activity. 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 fall 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 advancing to 90% 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.

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 RTC in cooperation with the City of Sparks, Nevada Department of Transportation (NDOT), and the Federal Highway Administration (FHWA) is initiating an Environmental Assessment (EA) to evaluate and document the proposed Project's potential impacts.

A live, online public information meeting will be held on September 16, 2020, at 5:30 p.m. in order to provide information about the Project and receive comments from about potential environmental impacts. This meeting is being held online due to the concerns and restrictions regarding public gatherings during the COVID-19 pandemic. Upon conclusion of the live meeting, a virtual meeting will be hosted on the Project website – SparksBlvdProject.com – to allow a 30-day comment period of the information being presented and greater opportunities for public involvement.

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 September 2020:

- N. McCarran Boulevard & Clear Acre Lane (10 Signals) – Sutro Street to Sullivan Lane – New timing implemented
- Vista Boulevard (9 Signals) – Eastbound I-80 to South Los Altos Parkway – New timing implemented
- Sparks Boulevard (12 Signals) – Greg Street to North Los Altos Parkway – New timing under development
- Wells Avenue (9 Signals) – Ryland Avenue to Sadlier Way – New timing under development
- South Virginia Street (11 Signals) – Vassar Street to Peckham Lane – New timing under development

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.

Titan Electrical Contractors was the apparent lower bidder and was awarded the construction contract on July 23, 2020. Construction will begin later this year.

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 the apparent low bidder and was awarded the contract. Project construction is scheduled to begin in late October.

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. The Army Corps of Engineers hosted the TAC-1 permitting and regulatory meeting using a virtual format. The meeting was well attended and the Team received great feedback. The TAC-2 members evaluated various bridge alternatives looking at various criteria and comparing those to the project goals. The TAC is recommending three alternatives be looked at in more detail. The feasibility study is on schedule to be completed by the end of 2020.

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.

Bids for this project were opened on August 5, 2020. Sierra Nevada construction was the apparent low bidder and the project will be awarded soon. Construction is scheduled to begin on September 14, 2020, with substantial completion by October 16, 2020.

Oddie Boulevard/Wells Avenue Improvement Project

Final Design is underway and is scheduled to be complete by November 2020. Staff is working closely with the City of Reno, City of 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 for \$25 million from the Federal Highway Administration to help fund Phase 1. Successful applications should be announced by the USDOT sometime in September.

Sun Valley Boulevard Corridor Improvement Project

Construction activities started on June 22, 2020. Construction activities are estimated to take seven months to complete. Traffic control during construction includes lane closures, but two-way traffic will be maintained with flaggers. During the extensive pavement rehabilitation work, tentatively schedule for the end of September, southbound traffic will be detoured and 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.

RTC has been informed that USACE has exhausted remaining available funds for the review 408 permit applications at the end of July 2020 and will not receive additional funds to continue review of applications until start of the next federal fiscal year. RTC has continued to work enter into a funding agreement to ensure the Truckee River Shared Use Path can continue its review. The estimated amount of the funding agreement required is estimated to be \$15,000.

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 2020 and the contract has been awarded to Sierra Nevada Construction (SNC). SNC has been performing patching, crack sealing and slurry sealing work since May 2020 and the work is on schedule to be completed later 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. The RTC and Union Pacific Railroad (UPRR) are entering into an agreement for railroad crossing improvements. The scheduled construction start date is spring 2021 with a scheduled completion in summer 2021.

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. Sierra Nevada Construction was the apparent low bidder. The construction contract was awarded to Sierra Nevada Construction (SNC). Substantial completion of the work will be obtained in September 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 60% (Intermediate) plans are complete. Identification of easements have been prepared. A written notice went out via USPS to all property owners and/or tenants who are directly located along the project limits to inform them of the project. This project is on track for construction in 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 is the contractor for the project and was awarded the construction contract in June 2020. Construction began in July 2020 and is to be complete in September 2020 as scheduled.

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 received 50% design comments from the RTC, the City of Reno, and the utility companies. Construction start date 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 low bid contract was awarded to Spanish Springs Construction, Inc. (SSC) and work began in April 2020 with a scheduled completion of October 2020. A majority of the underground work has been completed and now road rehabilitation is now under way.

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) is working on incorporating agency/public comments, design and grading of improvements. Utility coordination meetings and property acquisition has commenced. Construction is scheduled to begin summer 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 (ESE) is the consultant for Design and Engineering During Construction Services. The project team is incorporating agency comments, and looking to receive public comments of the proposed improvements in September.

Sky Vista Parkway Widening and Rehabilitation Project

The project includes rehabilitation/widening of Sky Vista Parkway from just east of Vista Knolls Parkway to Silver Lake Road. 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 middle of September 2020. Construction is scheduled for the spring of 2022.

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. Construction is scheduled for summer 2021. Design activities are underway.

OTHER PROJECTS

Park Lane RAPID Station Project

The Park Lane 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 services. The Professional Services Agreement was effective March 18, 2019. Q&D Construction was awarded the contract on May 14, 2020. Construction started July 27, 2020, with site prep and concrete pours. The RAPID Station project is scheduled to be substantially complete by October 2020.

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

TE Spot 9, Package 1 Silverado Creek, LLC for the total purchase amount of \$1,572.

CONTRACTS UP TO \$50,000

Johnson Perkins Griffin in the not-to-exceed amount of \$11,000 for an appraisal and Carter-Ott Appraisal in the amount of \$3,200 for a review appraisal of the Disposition of Parcels between 8th and 9th Street for the Virginia St. BRT Project.

Johnson Perkins Griffin in the not-to-exceed amount of \$49,500 for the appraisal of 18 parcels associated with the Mill Street Complete Street Project.

Paragon Partners, LTD. in the not-to-exceed amount of \$32,670 for the acquisition of 10 parcels for Phase 1 of the Mill Street Complete Street 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

September 18, 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:

South Virginia Street has been open to two-way traffic for about a month. The contractor is finishing work associated with planting of trees and landscape features, and installation of apprentices along the corridor within this segment.

North Virginia (UNR) Roadway Reconstruction and BRT Project

Roadway reconstruction and BRT work along North Virginia Street continued during the month of July. Construction efforts included resurfacing the roadway between 10th Street and 15th Street. Work also progressed on roadway widening between 8th Street and 9th Street, specifically on curb, gutter, sidewalk, and BRT improvements along the west side of the road.

The bridge over I-80 was also resurfaced with new asphalt. Several of the bus rapid transit stations within this segment of the corridor progressed as well.

Outreach Activities:

During the month of August, the outreach effort focused on the reopening of the roadway in Midtown to two-way traffic through a community video produced by RTC with various project stakeholders speaking about the project improvements and welcoming the community back into Midtown. Interviews with various media outlets also occurred regarding the update. Lastly, outreach occurred regarding the start of the fall semester for the University of Nevada, Reno.

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

UNR Extension of RAPID Service:

The RTC has begun preparation on the eventual extension of the RAPID Virginia Line up to the University of Nevada, Reno. This effort entails extensive coordination with the FTA to certify that the project has achieved a variety of requirements, many of which focus around safety and security of the system.

Project Photos:





PREVIOUS ACTIONS BY BOARD

August 20, 2020	Approved Change Order No. 17 to the Sierra Nevada Construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
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

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

September 18, 2020

AGENDA ITEM 3.4

TO: Regional Transportation Commission

FROM: Dale Keller, P.E.
Engineering Manager



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).

Segment 1

The RTC is collaborating with the Nevada Department of Transportation (NDOT) to incorporate the proposed US 395 / Lemmon Drive Interchange improvements with RTC’s Segment 1 widening project. Currently, both agencies are negotiating an Interlocal Cooperative Agreement (ICA) where NDOT would fund the construction of the Diverging Diamond Interchange (DDI) and RTC would administer the entire project under one construction contract. The agreement is anticipated to be presented at the October 2020 RTC Board Meeting.

The Segment 1 Final design is underway. The anticipated construction start date is spring 2021.

Segment 2

The project team began the Level 2 screening process for the top three (3) alternatives. The Top 3 Alternatives are shown below and at the August 20, 2020 RTC Board meeting staff presented the alternatives and heard Commissioner comments and direction.

- **Alternative 2 - Raise Existing Lemmon Drive:** This alternative would elevate the existing Lemmon Drive above the 100-year floodplain.
- **Alternative 6 – Natural Berm Realignment:** This alternative would realign Lemmon Drive to the west along the natural berm of Swan Lake. The realignment would begin near Deodar Way and possibly end at the northern end by Pompe Way.

- **Alternative 8 – Deodar Way Realignment:** This alignment would realign Lemmon Drive to the east and follow the current Deodar Way corridor to Chickadee Drive.

The Level 2 screening process includes a qualitative evaluation where the top alternatives are screen on the criteria developed and agreed upon the Technical Advisory Committee (TAC). A project update will be presented to the public later this fall.

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

August 20, 2020	Received an update on the project
July 17, 2020	Received an update on the project
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

September 18, 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

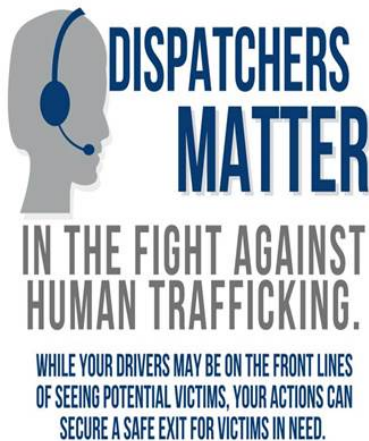
RECOMMENDATION

Acknowledge receipt of the monthly Public Transportation and Operations Report.

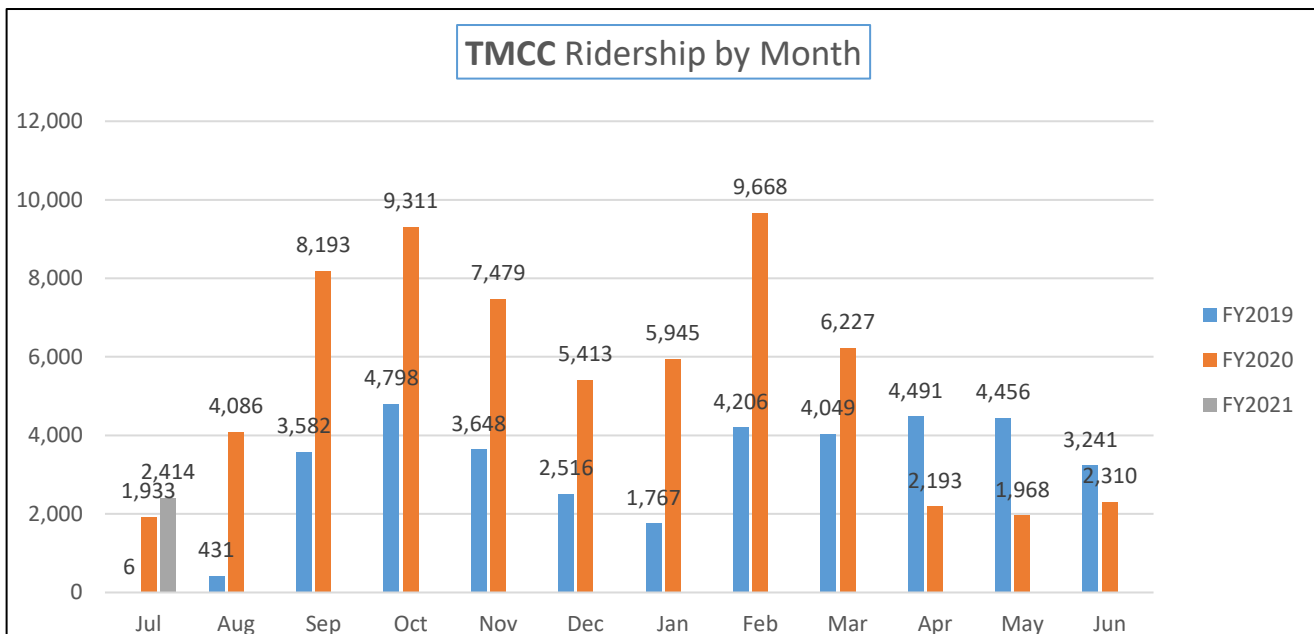
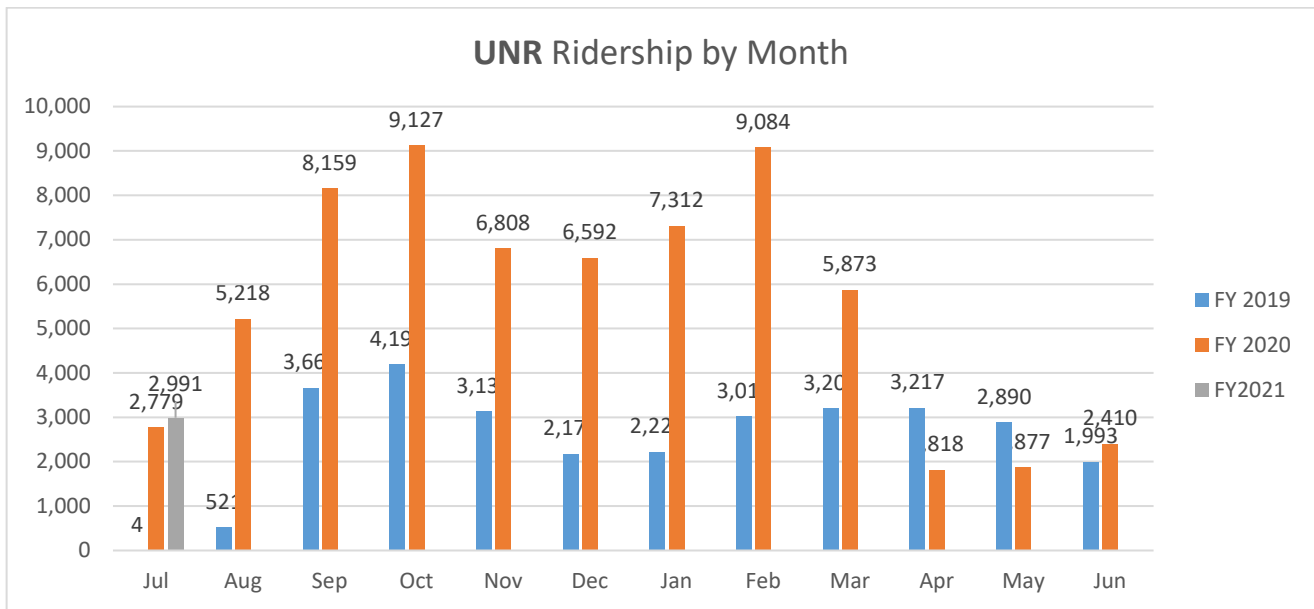
HIGHLIGHTS

KEOLIS Launches Campaign to Bring Awareness to Human Trafficking – After attending a National Transit Institute (NTI) course, Keolis Transit launches education awareness campaign for staff highlighting transit’s role and responsibility toward combating human trafficking in our community. Keolis’ Customer Service Manager, Tonya Myers created a “learning wall” that contains signs and other informational posters as their team

works together to get this very important message out to the front line staff. Operators are being encouraged to get involved and say something if they see something. Keolis plans to incorporate several video resources into future driver safety and customer service training which include “Make the Call, Save Lives” at <https://vimeo.com/249430212>, and they will begin running a video titled “Motorcoach and Public Transit Bus Red Flags” at <https://vimeo.com/283817653> on TV monitors in the driver’s breakroom.



ED PASS Program – In July of 2019, RTC with the help of a 2-year CMAQ grant started its Ed Pass Program at the University of Nevada, Reno (UNR) and Truckee Meadows Community College (TMCC). All students, staff and faculty can ride any of the RTC bus services by showing the driver their school ID. Staff visited both campuses frequently passing out information and talking with students, staff and faculty until the COVID-19 pandemic hit. The Ed Pass at both UNR and TMCC has been a huge success with an increase in ridership of 122% in FY20 at UNR and an increase of 74% at TMCC. See charts below noting that ridership for August 2020 (FY21) is greater than August of 2019 (FY20) without school being in full session.



Solar Shelter Lights Project – Installation of solar shelter lights began throughout the region in August. Forty-six (46) shelters have been completed to date.

RTC RIDE Service Change – On September 5, RTC implemented changes enhancing the fixed-route service in an effort to continue to provide passengers reliable, on-time service. The changes will improve transit access and passenger travel times allowing for more community-wide connectivity. To fill in gaps of service, three additional trips were added to the Route 18 on weekdays at 7:15 p.m., 8:15 p.m. and 9:15 p.m., and four additional trips on Sundays at 9:15 a.m., 10:15 a.m., 11:15 a.m., and 12:15 p.m. This service change also included an extension of Route 5 to serve the new Desert Skies Middle School/Washoe County Food Pantry which began on Saturday, August 15 to coincide with the beginning of the school year. Plans to launch two new FlexRIDE service areas in October are being finalized for Somersett and Spanish Springs. Spanish Springs will be merged with the current Sparks FlexRIDE service area to become the Sparks-Spanish Springs FlexRIDE zone, with access to Sparks and RTC CENTENNIAL PLAZA. FlexRIDE allows passengers to request rides at their closest curbside location to get dropped off at another curbside location within the microtransit service area. Additional information regarding these changes is available at rtcwashoe.com or by calling RTC Customer Service at (775) 348-RIDE.

RTC RIDE KEY HIGHLIGHTS

As the COVID-19 pandemic continues, Keolis remains active and responsive to the fluid issues surrounding this virus:

- Keolis effectively responded to its fourth OSHA complaint concerning operator non-compliance with the Governor’s face covering mandate. As a result, OSHA dismissed the complaint
- In an effort to address the issue of bus operator non-compliance with the face covering mandate, RTC required Keolis to temporarily relocate its Employee Breakroom to the larger Passenger Waiting Area at 4th Street Station. This allows for social distancing and increased enforcement of the face covering policy.
- The end of August has seen greater compliance by operators to the Governor’s face covering mandate.
- With the availability of mask dispensers on the buses, operator reports of passenger non-compliance with the face covering mandate have decreased as of the end of August.
- Upon receipt of shipment, Keolis expects to install hard shields manufactured by Proterra, Inc. throughout the fleet that are intended to minimize the spread of COVID by protecting the bus operator compartment.
- All previous PPE efforts and associated COVID-19 curb measures are and remain in place.

RTC ACCESS KEY HIGHLIGHTS

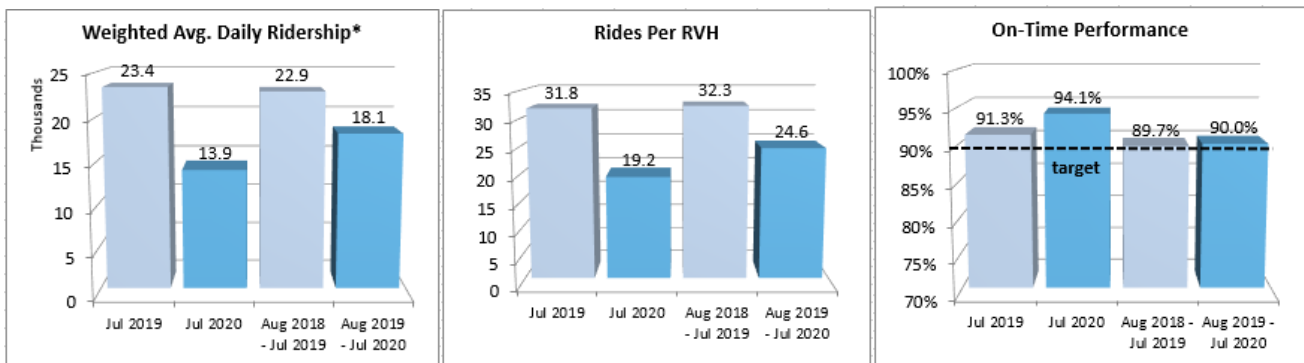
Since March, MTM Transit staff has delivered over 900 food boxes to families in need throughout the Reno/Sparks area. MTM also initiated its own employee driven food drive, and is happy to report that the bin is almost full, and expect to reach their goal of 100 lbs. In an effort not only to keeping their employees safe but also the RTC ACCESS passengers, MTM continues to respond to the fluid issues surrounding the COVID-19 pandemic. Efforts include sanitizing the interiors of vehicles each day and replenishing hand sanitizer, disinfectant, gloves and face coverings on a routine and consistent basis toward stopping the spread.

TRANSIT DEMAND MANAGEMENT (TDM) UPDATE

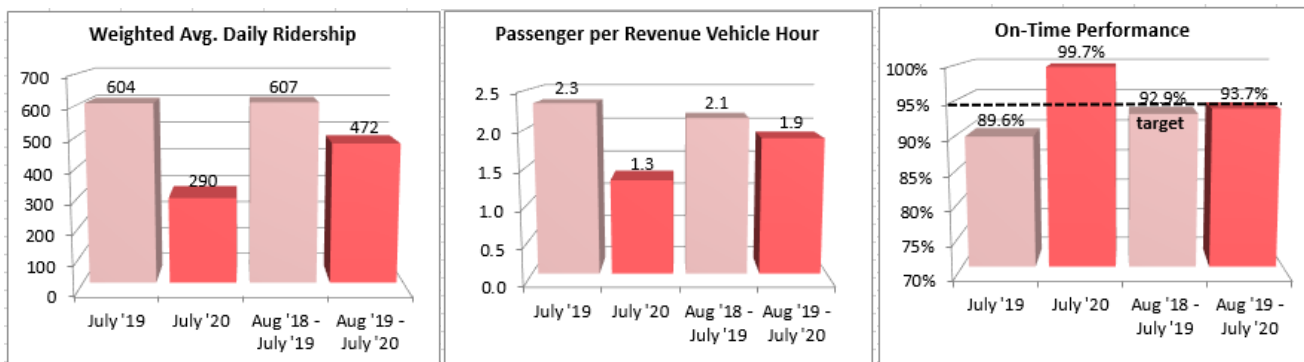
- Vanpools remained at 211 for the 3rd month in a row with over 125 of those serving the Tahoe Reno Industrial Center (TRIC). Vans are still running to the Army depot, the prisons and Air National Guard. Tesla has resumed operations. Staff will continue to monitor this situation.
- RTC staff is moving ahead with the Transportation Management Association (TMA) and plans to hold a workshop this fall, either in person or virtual. A virtual meeting was held July 30th with the TMA working group and established the agenda to present at its workshop for the TRIC employers. The next meeting is set for the end of 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. The group discussed chapter 4, which includes the trip reduction ordinance, and no changes were recommended to the ordinance.

JULY 2020 TRANSIT PERFORMANCE

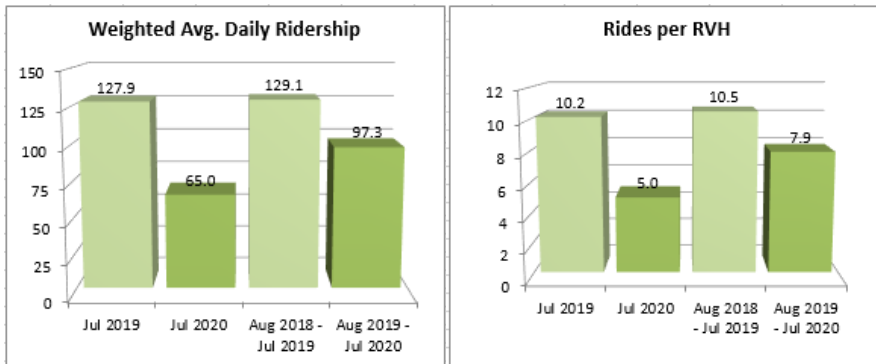
RTC RIDE



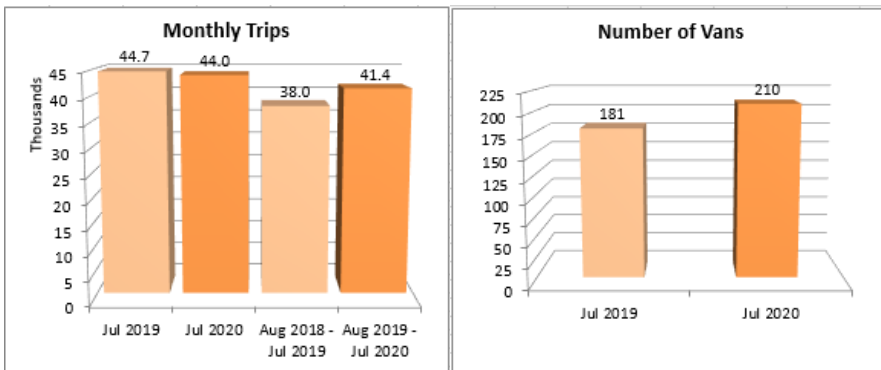
RTC ACCESS



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		
	Jul 2020	Percent Change	Jul 2019	Aug 2019 - Jul 2020	Percent Change	Aug 2018 - Jul 2019
Monthly Ridership*	434,133	-40.2%	726,376	6,543,020	-21.0%	8,279,815
Weighted Avg. Daily Ridership*	13,909	-40.5%	23,358	18,096	-20.8%	22,853
Revenue Vehicle Hours (RVH)	22,594	-1.0%	22,832	266,325	3.8%	256,532
Rides Per RVH	19.2	-39.6%	31.8	24.6	-23.9%	32.3
Revenue Vehicle Miles (RVM)	243,498	-2.7%	250,374	2,931,109	3.5%	2,830,774
Complaints Per 25,000 Rides	5.07	15.9%	4.37	3.69	2.3%	3.61
On-Time Performance ²	92.8%	0.3%	92.6%	90.0%	0.1%	89.9%

Performance Indicator	Jun 2020	Percent Change	Jun 2019	Jul 2019 - Jun 2020	Percent Change	Jul 2018 - Jun 2019
Revenue	\$312,159	-33.3%	\$467,824	\$3,972,630	-22.2%	\$5,108,072
Farebox Recovery Ratio	10.8%	-36.4%	16.9%	12.2%	-32.6%	18.1%
Subsidy per Ride	\$6.40	86.4%	\$3.43	\$4.18	49.9%	\$2.79

¹ RTC Transit includes RTC RIDE, RTC RAPID, RTC REGIONAL CONNECTOR, 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		
	July '20	Percent Change	July '19	Aug '19 - July '20	Percent Change	Aug '18 - July '19
Monthly Ridership	8,958	-53.9%	19,435	167,401	-25.6%	225,063
Weighted Avg. Daily Ridership	290	-52.0%	604	472	-22.2%	607
Revenue Vehicle Hours	6,915	-17.2%	8,355	89,910	-11.7%	101,817
Passenger per Revenue Vehicle Hour (does not include taxi data)	1.30	-44.3%	2.33	1.86	-12.6%	2.13
Revenue Vehicle Miles (RVM)	76,382	-47.7%	146,123	1,298,346	-23.1%	1,689,152
Complaints per 1,000 Rides	0.45	-21.1%	0.57	0.57	-0.2%	0.57
ADA Capacity Denials	0	0.0%	0	0	0.0%	0
Other Denials	0	0.0%	0	0	-100.0%	1
Accidents per 100,000 Miles	0.00	0.0%	0.68	0.88	27.2%	0.69
On-Time Performance (does not include taxi data)	99.7%	11.3%	89.6%	93.7%	0.8%	92.9%
Taxi On-Time Performance	0.0%	0.0%	0.0%	0.0%	-100.0%	43.7%
Performance Indicator	Mar '20	Percent Change	Mar '19	July '19 - Mar '20	Percent Change	July '18 - Mar '19
Revenue*	\$109,613	-40.9%	\$185,548	\$1,380,910	-12.5%	\$1,578,574
Farebox Recovery Ratio*	14.84%	-38.75%	24.23%	20.10%	-18.66%	24.71%
Subsidy per Passenger*	\$44.21	117.4%	\$20.34	\$26.56	38.4%	\$19.19

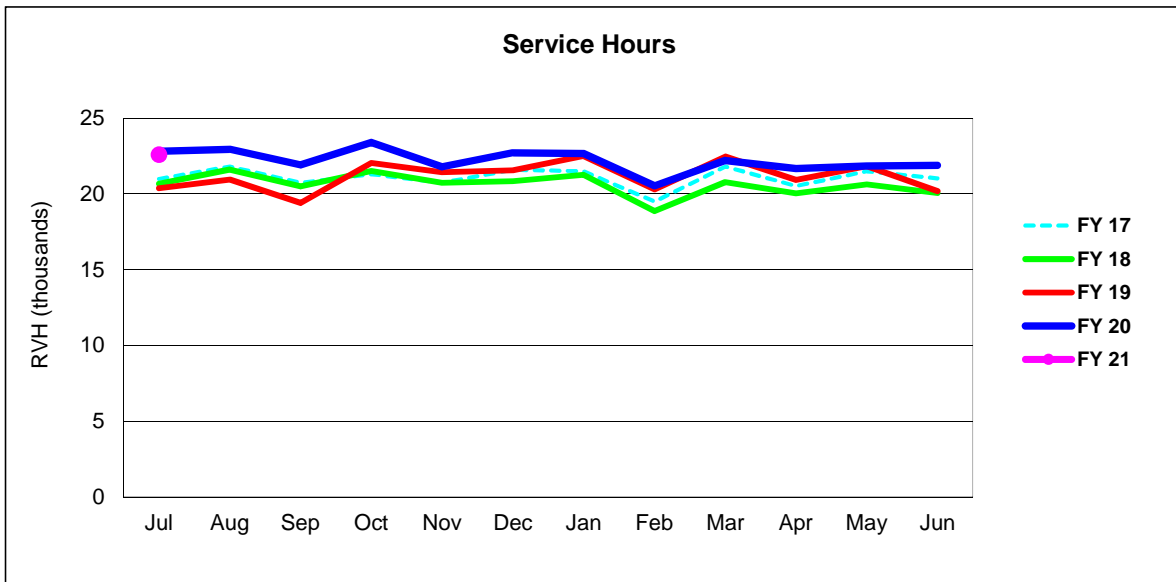
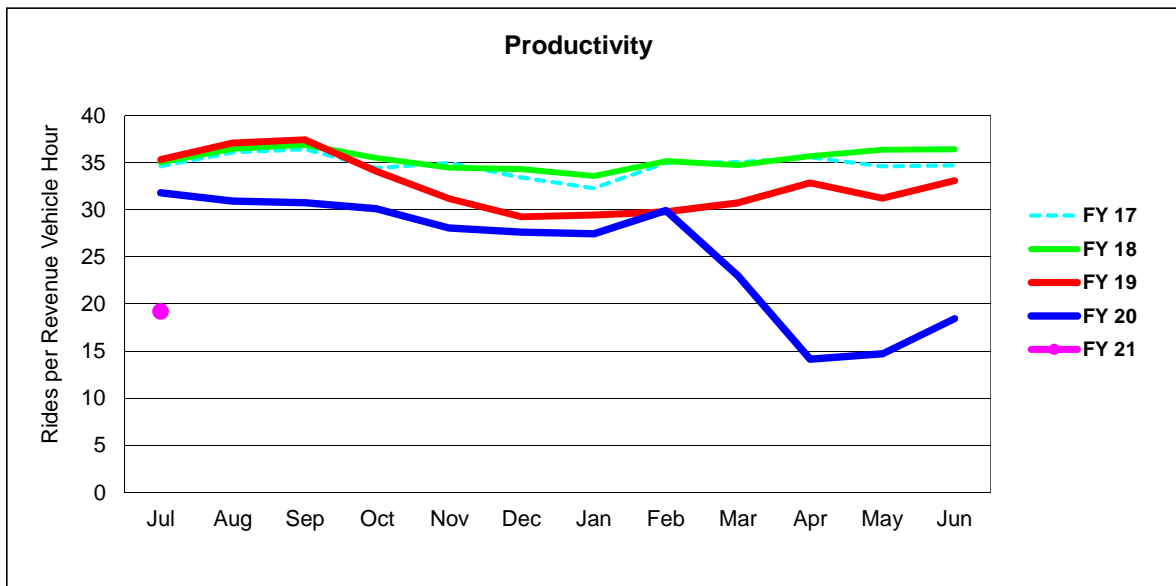
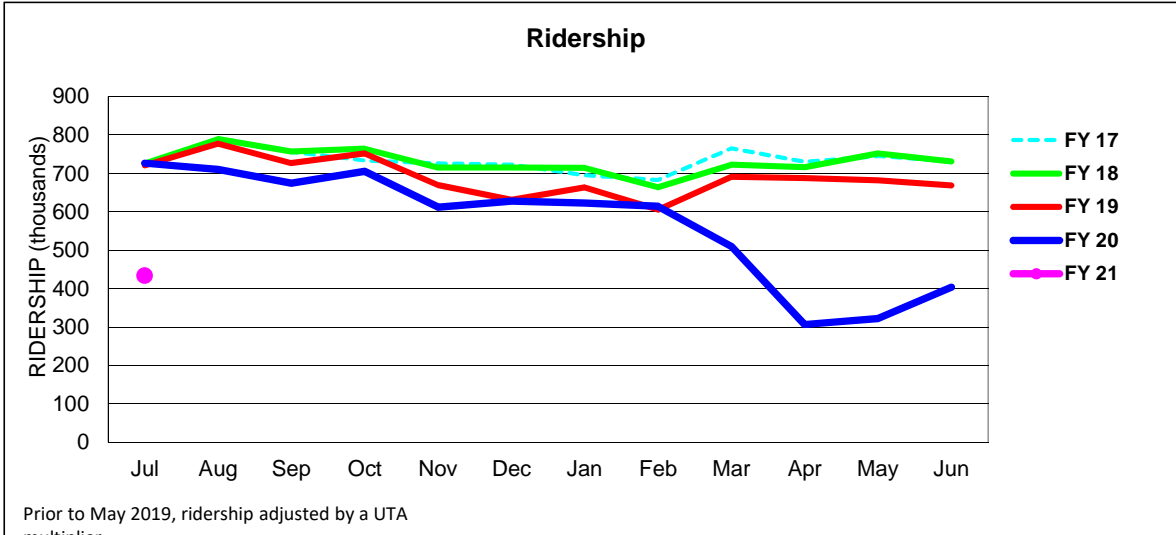
*March 2020 data is the latest available.

TART Performance Statistics

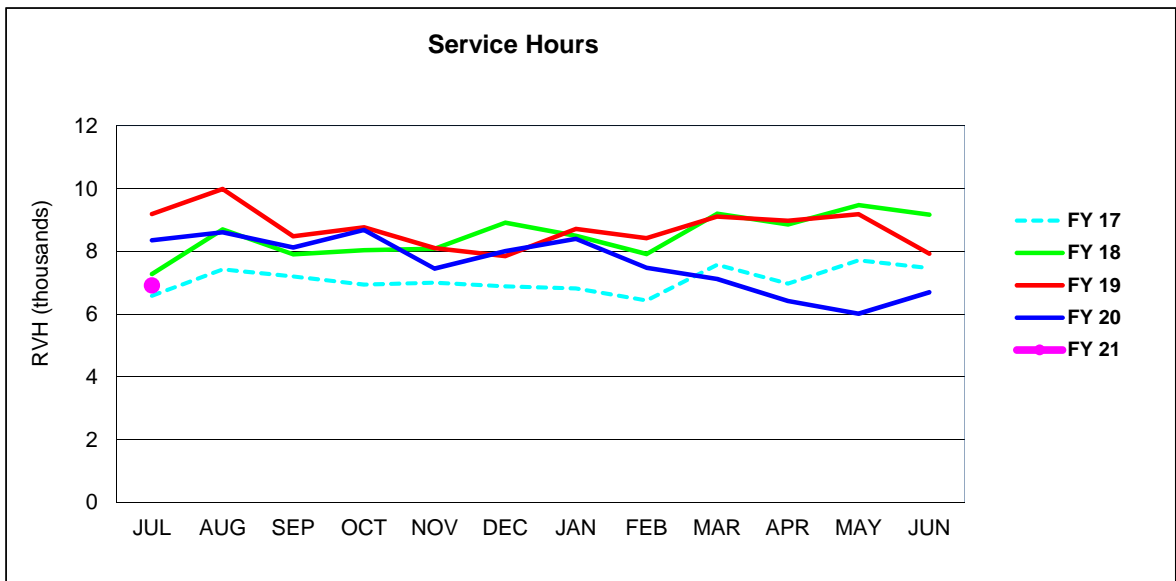
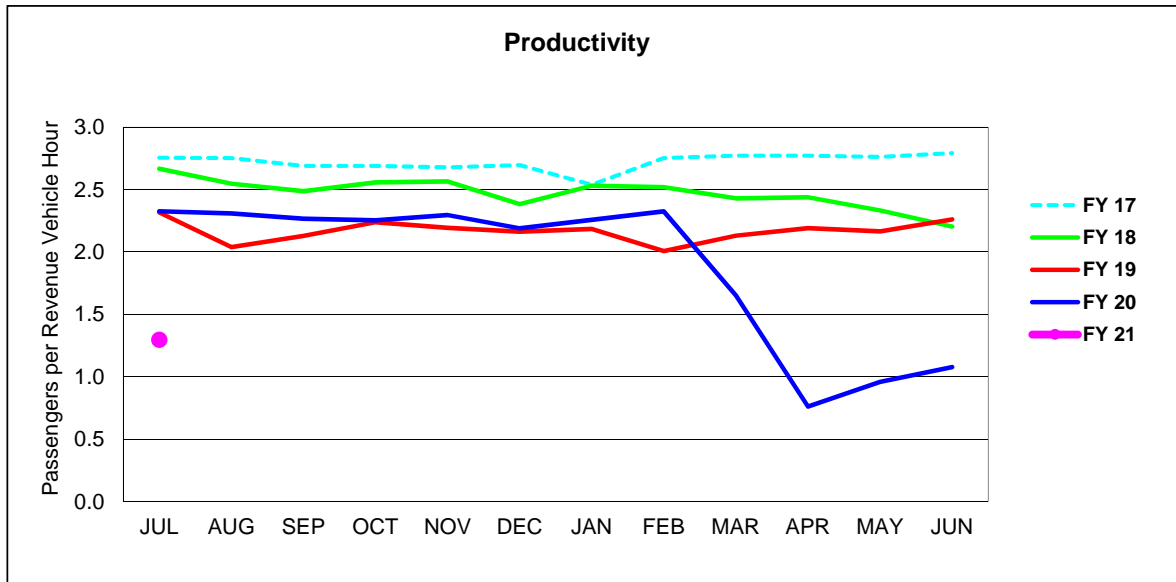
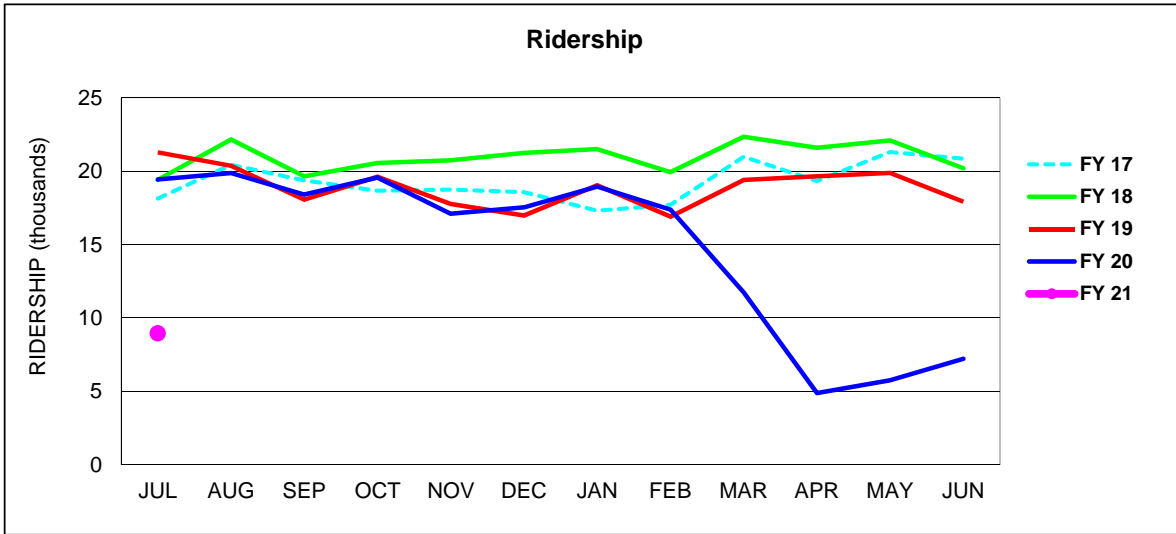
Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Jul 2020	Percent Change	Jul 2019	Aug 2019 - Jul 2020	Percent Change	Aug 2018 - Jul 2019
Monthly Ridership	1,925	-49.8%	3,834	35,199	-24.1%	46,373
Weighted Avg. Daily Ridership	65.0	-49.1%	127.9	97.3	-24.6%	129.1
Revenue Vehicle Hours (RVH)	388	2.7%	377	4,437	0.5%	4,416
Rides per RVH	5.0	-51.1%	10.2	7.9	-24.5%	10.5
Revenue Vehicle Miles (RVM)	8,448	2.7%	8,224	87,052	-8.0%	94,603
Revenue*	\$0	-100.0%	\$4,505	\$12,980	-72.8%	\$47,743
Farebox Recovery Ratio*	0.0%	-100.0%	9.7%	2.4%	-73.6%	9.0%
Subsidy per Ride	\$25.42	133.5%	\$10.89	\$15.12	45.7%	\$10.38

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

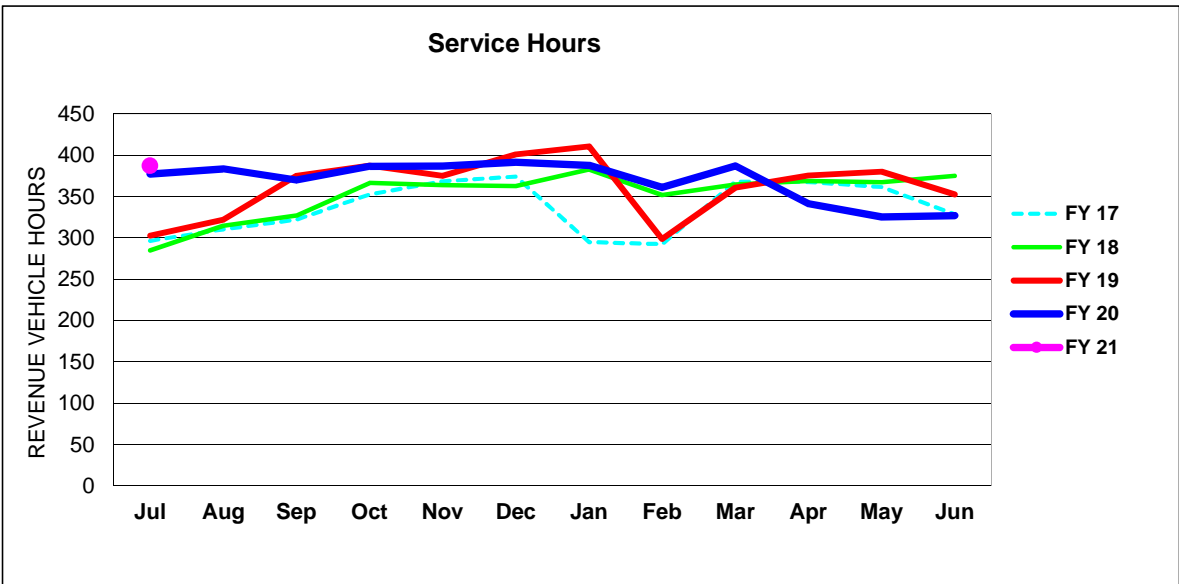
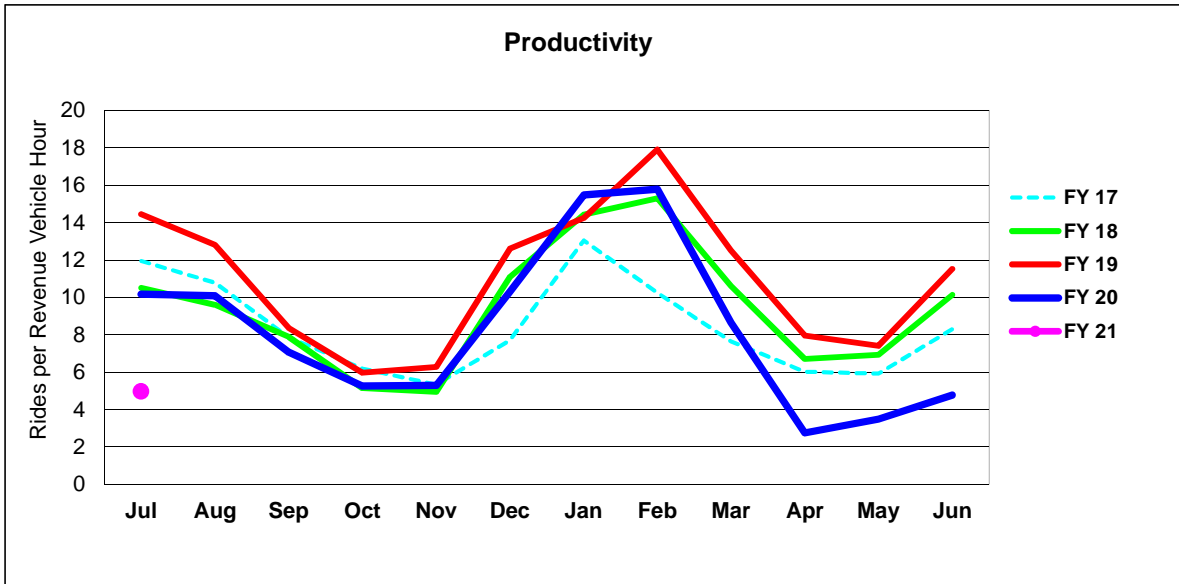
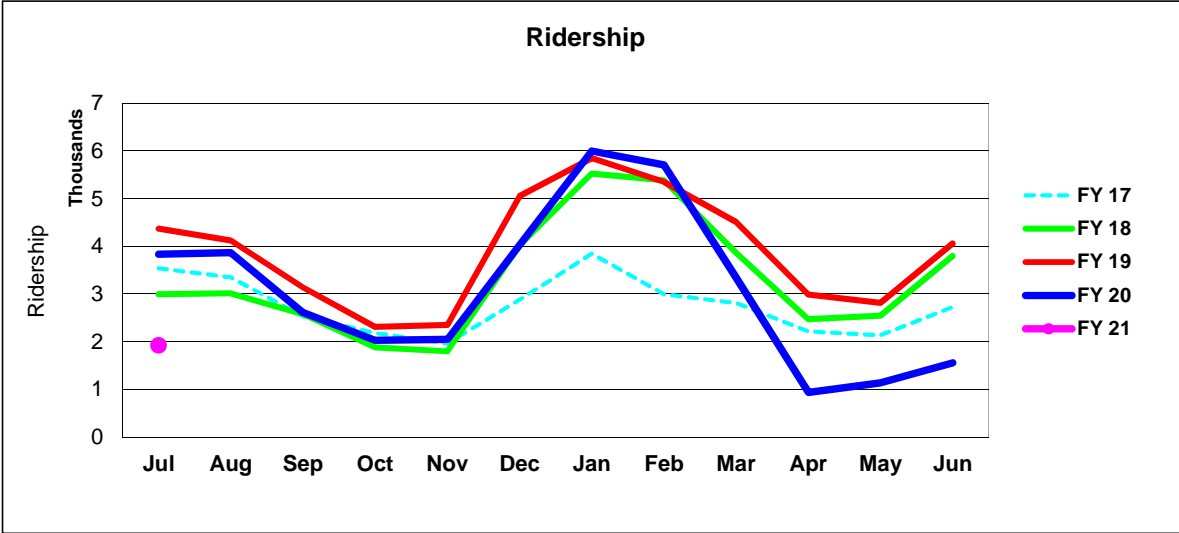
RTC Transit Fiscal Year Comparisons



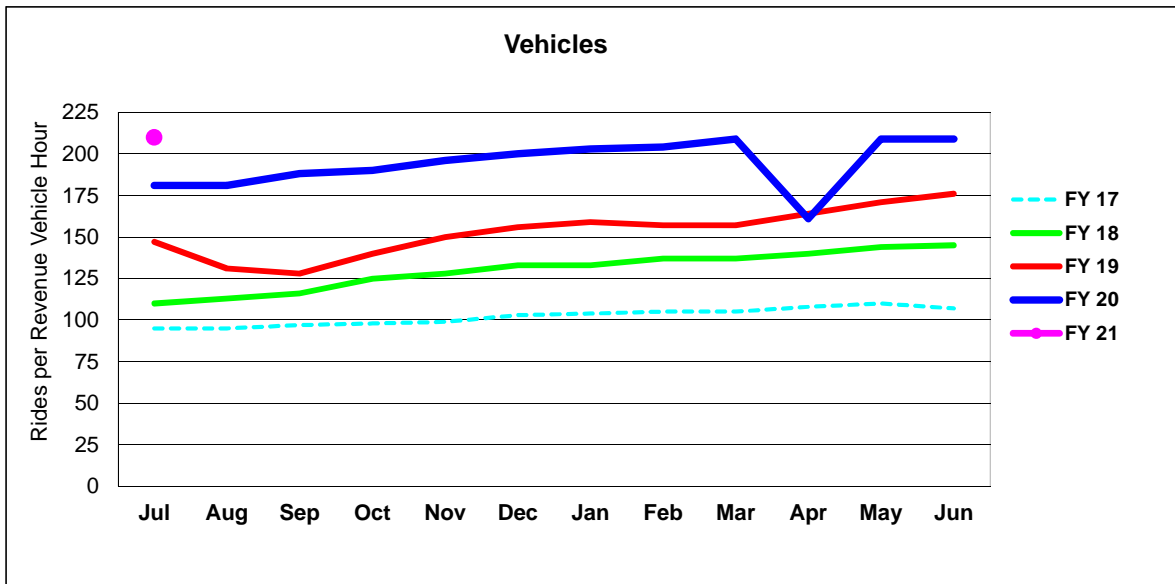
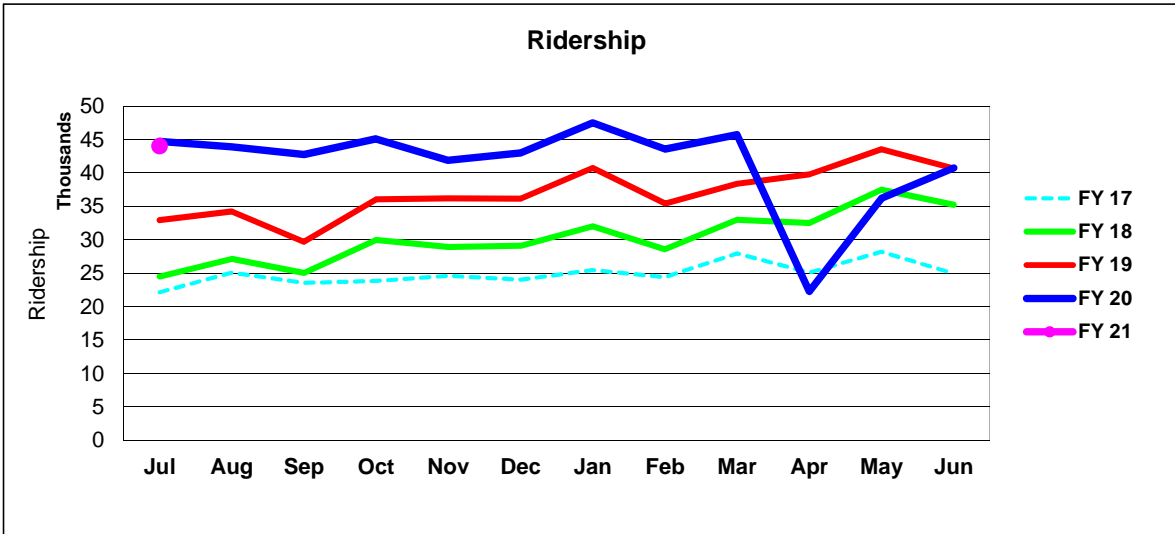
RTC ACCESS Fiscal Year Comparisons



TART - Nevada Fiscal Year Comparisons



RTC Vanpool Fiscal Year Comparisons





REGIONAL TRANSPORTATION COMMISSION

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September 18, 2020

AGENDA ITEM 3.6

TO: Regional Transportation Commission

FROM: James Gee
Manager of Service Planning
and Innovation

Bill Thomas, AICP
Executive Director

SUBJECT: Criteria for evaluation of microtransit services

RECOMMENDATION

Approve the establishment of transit performance standards for RTC’s microtransit (FlexRIDE) services.

SUMMARY

RTC continuously seeks to allocate its resources in the most efficient and effective way possible. In support of this effort, standards for monitoring fixed route transit service were created and are contained in the board adopted Short Range Transit Plan (SRTP). At the time of the publication of this report, the establishment of microtransit was recommended but no standards for its implementation were created. This policy creates tracking mechanisms to be used for evaluating existing FlexRIDE services and the criteria used for determining potential areas of future modifications and expansions.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

PREVIOUS ACTIONS BY BOARD

March 17, 2017 Approval of the FY 2018-2022 Short Range Transit Plan (SRTP).

ADDITIONAL BACKGROUND

Performance measurement is a management tool used by transit agencies to meet regulatory requirements, assess the quality of its service, and support the decision making process for determining the locations for expansion or contractions of its service. Standards for the provision of RTC RIDE’s services have been adopted by the Board and are contained in the SRTP. While the SRTP contained a recommendation for the creation of FlexRIDE service, no parameters for its performance were created. Since FlexRIDE was created after the publication of this plan, the criteria

below is recommended for monitoring existing microtransit service and guiding future expansion (if any). These standards will be incorporated into the next SRTP when completed.

FlexRIDE is an on-demand, curb-to-curb service that extends or complements RTC RIDE services provided in the region. The intention of FlexRIDE is to provide a transit option in areas either not adequately served by the existing and planned fixed-route bus network or have recently had unproductive fixed-route bus service removed.

In November 2019, RTC began the FlexRIDE service in Sparks, Nevada. Riders can schedule an on-demand trip by using a smartphone/tablet application, website, or by calling a dispatcher. Walk-up trips are also accepted at RTC RIDE bus stops within the FlexRIDE zone. The service is operated by RTC's contractor for paratransit service, MTM, and utilizes RTC owned cutaway style buses and minivans. The fare structure for the FlexRIDE service matches the fare structure for RTC RIDE.

In May 2020, RTC launched a second FlexRIDE pilot service for the North Valleys area of Washoe County. Additional microtransit services are planned for Somerset/Verdi and Spanish Springs in October of this year.

The following performance measures are recommended for the evaluation of FlexRIDE service.

Key Performance Indicators

The following describes each proposed key performance measurement for the FlexRIDE service.

Performance measure	Measurement	Proposed Goal
Passengers per vehicle revenue hour	Productivity	3.5 passengers per hour
Operating cost per passenger trip	Cost effectiveness	50% of average cost per trip of RTC ACCESS
Median Wait time	Quality of service	20 minutes

Data will be collected for each of these measurements through the use of the FlexRIDE management software. This data will be collected on a daily basis and will be evaluated as needed to assess the quality, provide guidance on the appropriate level of resources, and ultimately help determine the success of each individual FlexRIDE service.

Guidelines for FlexRIDE Expansion

As FlexRIDE continues to be successful, it will be desirable to expand coverage and provide transit services either as a replacement to an existing fixed route or as a new transportation option in an area with no preexisting transit service. To ensure that RTC is allocating its resources in the most appropriate manner, it is necessary to develop guidelines identifying the best potential coverage areas to improve the chances for success. These zones should have high ridership potential and link to existing transit services to create improved regional transportation connectivity.

When areas of FlexRIDE service are proposed, staff will collect data on the criteria listed below. This criteria has been developed to measure the potential level of success for each FlexRIDE service. Areas will then be scored by this criteria with a recommendation to be presented to the Board of Commissioners for their action.

- a. Population density
- b. Employment
- c. % poverty
- d. % minority
- e. % senior
- f. % disabled
- g. % zero car
- h. Distance to nearest bus stop
- i. Distance to nearest BRT stop

ADVISORY COMMITTEE(S) REPORT

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



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

September 18, 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

2050 Regional Transportation Plan

RTC conducted the call for projects for the 2050 RTP in June and July and is currently analyzing projects submitted. Evaluation factors include safety, traffic congestion, bicycle and pedestrian connectivity, equity, land use, pavement condition, flood mitigation, project readiness, private/other agency funding, and public/agency input.

Bicycle and Pedestrian Planning

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

- The Bicycle, Pedestrian, and Wheelchair Count Program is in its 6th year of data collection, data analysis, and annual reporting on multimodal transportation and trends in the region. The RTC would like to re-evaluate the program to determine how it might be improved and provide more value to inform the planning process for potential multimodal transportation improvement projects. The consultant will continue to provide count data for multimodal road users on selected facilities while concurrently conducting an industry review to evaluate data collection products and provide a recommendation as to which products would best meet the needs of RTC, should the RTC purchase equipment for in-house use. In addition, the consultant will offer recommendations on best practices and proposed methodology to conduct meaningful data collection. In the past, RTC conducted multimodal counts on a few select days of the year for a limited duration. RTC is expecting more targeted information that will better inform project selection.

- The RTC continues to partner with the Truckee Meadows Bicycle Alliance (TMBA). TMBA launched a socially distanced Bike Month for the month of September. Details can be found on www.bikewashoe.org. Bike Month is a way to encourage people to ride their bikes to and from work and appointments and to reduce the number of trips by vehicles.

Vision Zero Truckee Meadows

- Agendas are posted on www.visionzerotruckeemeadows.com.
- Vision Zero gave an annual update to the RTC Committees and the Executive Committee of the Strategic Highway Safety Plan Committee.
- WCSD opened schools in August. During the 2019-2020 school year, the number of students hit by vehicles were alarmingly high. Vision Zero put out a regional press release reminding drivers that school is back in session and that enforcement in school zones will be increased. ([Vision Zero Press Release August 2020](#))
- Between January 1, 2020, and July 31, 2020, 8 pedestrians were killed in Washoe County. This is the same number of pedestrian fatalities as the same time period in 2019.
- The Vision Zero Network has reached out to the task force to inquire about the application that was submitted for Vision Zero Truckee Meadows to become a Vision Zero City. More information to come.

Development Review

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

- Washoe County – 0
- City of Reno – 10
- City of Sparks – 7

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 August 19 – September 18:

August 19	NAIOP Presentation: RTC Project Overview, 2050 RTP Outreach
August 19	Virtual Video Presentation: January 2021 Service Change
August 19	NV Health Response Statewide Meeting - COVID-19 Response Outreach
August 19	Nevada APA Presentation - COVID-19 Special Roundtable Discussion
August 20	EDAWN Board of Directors: RTC Update Presentation
August 24	NV Legislature Committee on Energy Presentation - Transit and Roadway Projects and Possible Recommendation of Funding of the Transportation System in Nevada

August 24	Sen. Rosen Midtown Business Roundtable
August 25	Washington State Public Transportation Conference - COVID-19 Response
August 26	NV Health Response Statewide Meeting- COVID-19 Response Outreach
August 31	Arlington Bridges Stakeholder Virtual Meeting
September 2	RTC Technical Advisory Committee (TAC) Meeting
September 2	Kuenzli Conversion Project Business Outreach
September 2	NV Health Response Statewide Meeting- COVID-19 Response Outreach
September 3	RTC Citizens Multimodal Advisory Committee (CMAC) Meeting
September 9	NV Health Response Statewide Meeting- COVID-19 Response Outreach
September 16	NV Health Response Statewide Meeting- COVID-19 Response Outreach
September 16	Sparks Blvd. Public Scoping Meeting

Media Relations & Social Media

The RTC issued six news releases and participated in seven media interviews on various topics, including Labor Day transit service schedules and office closures, the Sparks Blvd. Project public meeting, the RTC RIDE service change planned for September 5, the RTC's plans for a regional transit connection between Reno/Sparks and Lake Tahoe next summer, proposed transit service changes for January 2021, and RTC Executive Director Bill Thomas' statement regarding the passing of Mayor Ron Smith, the Virginia Street Project 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, detours and information for the Sun Valley Blvd. Project, the RTC RIDE September 5 service change, detours for the Virginia Street Project, information about the Washoe County Coordinated Transit Plan Update virtual public meeting, the RTC's plans for a regional transit connection between Reno/Sparks and Lake Tahoe next summer, proposed transit service changes for January 2021, and RTC Executive Director Bill Thomas' statement regarding the passing of Mayor Ron Smith, a video honoring Mayor Ron Smith, Vision Zero back-to-school safety information, the RTC Board meeting and more.

Social media metrics for the month of August: 63,165 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 the Pavement Preservation Program, a video welcoming the community back to Midtown post-construction, the September 5 Transit Service Change, and Back-to-School Safety.

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, 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

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September 18, 2020

AGENDA ITEM 3.8

TO: Regional Transportation Commission

FROM: Stephanie Haddock, CGFM
Director of Finance/CFO

Bill Thomas, AICP
Executive Director

SUBJECT: RTC Procurement Activity Report

RECOMMENDATION

Acknowledge receipt of the monthly Procurement Activity Report.

PROJECTS CURRENTLY ADVERTISED

Invitations for Bids (IFB)

There were no invitations for bid.

Request for Proposals (RFP)

Project	Due Date
RTC 21-012 Terminal Great Room Remodel	September 02, 2020
RTC 21-01 Bicycle, Pedestrian & Wheel Chair Counts Program	September 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
PWP-WA-2020-342 Kuenzli Street Project	Sierra Nevada Construction	8/12/2020	\$556,007
RTC20-20 Microtransit Software Solution	Spare Labs, Inc.	8/20/2020	\$99,000

CHANGE ORDERS AND AMENDMENTS WITHIN EXECUTIVE DIRECTOR’S AUTHORITY

None.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 18, 2020

AGENDA ITEM 3.9

TO: Regional Transportation Commission

FROM: Angela Reich, SPHR
Director of Administrative
Services

Bill Thomas, AICP
Executive Director

SUBJECT: Updates, Deletions and Modifications to RTC Personnel Rules and RTC Management Policies

RECOMMENDATION

Approve addition of new language to RTC Personnel Rules: Open Communication; Solicitation Prohibited; Employee Bulletin Board; Use of Tobacco or Smoking Products; Outside Employment; Discipline; Computer Purchase Program and Anonymous Reporting System. Approve modification to Personnel Rules 3.9 Corrective Procedure and 3.10 Appeals. Approve the deletion of RTC Management Policies: Employee Open Door (P-8); Complaints and Commendations (P-9); No Solicitation (P-10); No Smoking (P-19); Disciplinary Action (P-23); Computer Purchase Program (P-39) and Anonymous Reporting (P-47). Approve modification to RTC Management Policy Employee Telecommuting (P-41).

SUMMARY

The recommended new language to the RTC Personnel Rules is to update and replace language from RTC Management Policies (P-8; P-10; P-19; P-23; P-39 and P-47) recommended for deletion. The recommended new language to the RTC Personnel Rules for outside employment provides clarification and expectations. The recommended modification to Personnel Rules 3.9 Corrective Procedure and 3.10 Appeals is to update with current language. The recommended deletion of RTC Management Policy Complaints and Commendations (P-9) is because the policy is outdated. The recommended modification of Employee Telecommuting (P-41) is to rename it Remote Work (P-41) and update it with current management practices.

FISCAL IMPACT

There is no fiscal impact with the recommended action.

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.

PREVIOUS ACTIONS BY BOARD

The Board approved changes to RTC Personnel Rules July 17, 2020. The Board approved RTC Management Policies Employee Telecommuting (P-41) June 15, 2017; Employee Open Door (P-8) July 21, 1995; Complaints and Commendations (P-9) July 18, 2008; No Solicitation (P-10) July 18, 2008; No Smoking (P-19) November 21, 2008; Disciplinary Action (P-23) July 21, 1995; Computer Purchase Program (P-39) October 17, 2008 and Anonymous Reporting (P-47) July 28, 2006.

Attachments

Open Communication

The RTC is committed to creating a workplace where everyone's voice is heard, where issues are promptly raised and resolved, and where communication flows across all levels of the Agency. Openness is essential to quickly resolving and recognizing issues as they arise, and addressing the changing needs of our diverse workforce to include:

- open, honest communication between managers and employees
- employees may seek advice, provide or solicit feedback, or raise concerns within the Agency
- managers should strive to create a work environment where employees' input is welcome, advice is freely given, and issues are raised early and are candidly shared without the fear of retaliation when this input is shared in good faith

If you have a question or wish to discuss idea or concern, you should first discuss it with those in your management chain. If you are not comfortable with that approach for any reason, or if no action is taken, please contact the Director of Administration, Director of Legal, or the Executive Director. This Open Communication policy does not apply to matters implicating harassment, discrimination, or retaliation, which should be reported as set forth in RTC Management Policy (P-3) Anti-Harassment.

Solicitation Prohibited

Employee Activities

Distribution of literature by employees in work areas or solicitation by employees during working time on behalf of any club, society, labor union, religious organization, political party, philanthropic or similar organization, or for any purpose whatsoever is strictly prohibited. "Working time" includes all time during which an employee is assigned to or engaged in the performance of job duties, but does not include scheduled breaks or meal periods during which time the employee is not assigned to or expected to perform any job duties. In addition, it does not include the time before and after the employee's shift. "Working areas" include all areas where work is actually performed, but does not include areas such as break rooms and parking lots.

Non-Employee Activities

Non-employees will not be allowed on the premises for the purpose of distribution of literature to employees or solicitation of employees at any time whatsoever, except as specifically provided below.

1. Representatives of employee benefit programs (e.g., supplemental insurance or deferred compensation) specifically approved by the RTC for payment through payroll deduction may meet with employees during designated work time at designated places or on RTC property as may be approved by the appropriate RTC representative.

Employee Bulletin Board

Employees can post announcements on the Employee Bulletin Board page on SharePoint. Some examples are fundraising/charity events, and selling personal items. When an announcement is posted, it is reviewed by IT staff before being approved. Once approved, an email alert will be sent to all RTC employees.

Use of Tobacco or Smoking Products

The RTC is committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees. As required in accordance NRS 202.2483 (Nevada Clean Indoor Air Act), smoking in any form, including electronic smoking devices and similar products, is prohibited within any building owned, leased, contracted for, and utilized by the RTC. This prohibition extends to areas that are routinely or regularly used by employees, including but not limited to: work areas, restrooms, hallways, employee lounges, cafeterias, conference and meeting rooms, lobbies, reception areas, and vehicles RTC owns or uses. The RTC may designate an outdoor smoking area for its employees. The RTC shall not allow the use of tobacco or smoking products during staff and training meetings.

Outside Employment

In order to maintain a workforce that is available to provide proper services and carry out functions of the RTC, employees are prohibited from engaging in outside employment that presents real or potential conflict with or negatively impacts their employment with the RTC.

Conflicting Employment

Outside employment may be classified as in conflict with the RTC's interests if it:

1. Interferes with or negatively impacts the employee's ability to perform their assigned job; or
2. Prevents the employee's availability for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job; or
3. Is conducted during the employee's work hours; or
4. Requires the services of other employees during their normally scheduled work hours; or
5. Makes use of the RTC's telephones, computers, supplies, or any other resources, facilities, or equipment; or
6. Is represented as an activity of the RTC or an activity endorsed, sanctioned, or recommended by the RTC; or
7. Takes advantage of the employee's employment with the RTC, except to the extent that the work with the employer may demonstrate expertise or qualification to perform the outside work; or

8. Requires the employee to schedule time off at specific times that could disrupt the operation of the RTC; or
9. Involves employment with a firm that has contracts or does business with the RTC. Exceptions to this policy have been identified in *Code of Ethical Standards* policy; or
10. Negatively impacts the public's perception of the integrity or credibility of the RTC.

Procedure

1. An employee must request written approval from their manager for outside employment, including self-employment. The proposed outside employment may not be construed as an extension of their duties or responsibilities with the RTC. In order to determine if there is a conflict with the employee's duties, the manager may request information, such as:
 - The outside employer's name;
 - Nature of the work performed by the outside employer;
 - Whether the activity of the outside employment requires employee to disclose information obtained with RTC and/or impairs employee's independence or ethics;
 - Proposed work schedule;
 - Job location; and
 - Duties to be performed.
2. If the manager denies the request, the employee may request a review by the Appointed Authority whose decision will be final.
3. Employees who engage in prohibited outside employment which is by this policy may subject to discipline, up to and including termination.

Discipline and Appeal

Justification for Discipline

Disciplinary action, up to and including termination, may be taken against an employee for unsatisfactory performance or for misconduct including, but not limited to, the following:

1. Conduct unbecoming an employee in the RTC's service, or discourteous treatment of members of the public or a fellow employee, or any other act of omission or commission that reflects negatively on the public's perception of the integrity or credibility of the RTC or erodes the public confidence in the RTC.
2. Falsification of or making a material omission on forms, records, or reports including applications, timecards, and other RTC records.
3. Except as otherwise provided by law, absence from work without permission or without notification to an appropriate supervisor/manager, habitual absence or tardiness, or misuse of sick leave.

4. Unauthorized possession, removal, access, or use of the RTC's property and resources including, but not limited to, funds, records, keys, confidential information of any kind, equipment, supplies, or any other materials.
5. Mishandling and/or misappropriation of RTC funds.
6. Disclosing confidential information.
7. Failure to report an accident or moving violation in an RTC vehicle or failure to possess a valid driver's license while operating an RTC vehicle.
8. Sleeping while on duty.
9. Spreading false and/or negative information about RTC or another employee.
10. Except as otherwise provided by law, insubordination, refusing to follow directions, or other unprofessional conduct directed toward a supervisor/manager.
11. Harassment or other prohibited behavior directed toward another employee, member of the public, vendor, or anyone doing business with the RTC, or anyone present on premises owned or controlled by the RTC.
12. Actual or threatened physical violence including, but not limited to, intimidation, overt or subtle threats, harassment, stalking, or any form of coercion, except as may be required of a peace officer in the course of their duties.
13. Possession or inappropriate use of drugs, prohibited substances, or alcohol on property owned or controlled by the RTC or while on duty or during an on-call status. (For the sake of clarity, using lawfully prescribed drugs in the quantity and manner prescribed does not constitute inappropriate use of drugs or prohibited substances under this policy.)
14. Possession, bringing, or aiding others in bringing unauthorized firearms, weapons, hazardous biological material or chemicals, or other dangerous substances onto property owned or controlled by the RTC.
15. Violation of safety or health policies or practices, or engaging in conduct that creates a safety or health hazard to other employees, the public, vendors, or themselves.
16. Dishonesty, including intentionally or negligently providing false information, intentionally falsifying records, employment applications, or other documents.
17. Violating or failing to comply with federal, state, or local law or the RTC's policies, rules, regulations, and/or procedures.
18. Unsatisfactory work performance.

Conduct protected under the Employee Management Relations Act or other applicable law would not be used as a basis for discipline, except as otherwise provided by law.

Forms of Disciplinary Action

Disciplinary action may include, but is not limited to, one or more of the following:

1. Verbal warning
2. Written reprimand
3. Suspension for a specific period of time
4. Demotion
5. Termination

Employees will be asked to sign written documentation reflecting disciplinary action taken against them to acknowledge their understanding of the discipline imposed. Signing an acknowledgment does not constitute agreement with the discipline; however, refusal to sign will not prevent the document from being placed in the employee's personnel file.

Except as otherwise required by law, the RTC reserves the right to impose any level of discipline (including termination) if the circumstances so warrant, without exhausting any other disciplinary steps.

3.9 Corrective Procedure

~~The appropriate supervisory actions to be taken differ if an employee is performing unsatisfactory work or is engaging in misconduct. Although the ultimate action of dismissal or demotion may be the same for misconduct or poor performance, the goal and the supervisor's reasons are different and this should be made clear to the employee. It is not the organization's goal to punish or discipline an employee for being unable to perform their work satisfactorily. Efforts will be made to assist the employee to improve and correct poor work performance and bring it to a satisfactory level. If this is not successful, demotion or dismissal may result but not as a punitive measure.~~

~~Misconduct is viewed as something an employee can cease at any time they choose, rather than something that must be learned. Therefore, it is appropriate to use disciplinary measures to dissuade an employee from unacceptable behavior or misconduct in the workplace.~~

1. Disciplinary Warning and Reprimand

Whenever an employee engages in misconduct, including but not limited to violation of RTC Personnel Rules or Management Policies, the employee's supervisor ~~shall~~ should inform the employee promptly and specifically. ~~If appropriate and justified, and typically~~ following a discussion of the matter, the employee's supervisor may take one (1) or more of the following steps: verbal warning, written reprimand, demotion, suspension, or dismissal. ~~The action taken will depend upon the nature and severity of the problem. In some circumstances, termination may be justified without exhausting any lesser form of discipline.~~

In situations where a verbal warning has not resulted in correction of the condition or where more severe initial action is warranted. ~~If warranted, more serious disciplinary action may be taken as outlined in Sub-Sections 2 and 3.~~

2. Suspension

If the written reprimand is not effective, or in those cases where the seriousness of the offense or condition warrants it, an employee may be suspended without pay by the assigned Appointing Authority for a period not to exceed thirty (30) calendar days.

3. Involuntary Demotion and Termination

When other forms of disciplinary or corrective action have proven ineffective or when the seriousness of the offense or condition warrants it, the Appointing Authority may demote or terminate the employee.

4. Notice of Unsatisfactory Performance

When an employee's work performance is unsatisfactory, the employee's supervisor ~~shall~~ should inform the employee promptly and specifically. If appropriate and justified, and typically following a discussion of the matter, the employee's supervisor may take one (1) or more of the following steps: verbal warning, written ~~notice~~ reprimand, demotion, or ~~dismissal~~ termination. The action taken will depend upon the nature and severity of the work deficiencies or problems. In some circumstances, termination may be justified without exhausting any lesser form of discipline.

In situations where a verbal notice of unsatisfactory performance has not resulted in correction or improvement of the condition or where more severe initial action is warranted, a written notice will typically be issued to the employee and a copy placed in the employee's personnel file.

5. Procedure for Suspension Without Pay and Demotion

An order by the Appointing Authority to suspend or demote a regular classified employee shall:

- i. Be in writing.
- ii. State specifically the action to be taken.
- iii. State specifically the cause or causes for the action to be taken.
- iv. State the effective date of such action.
- v. State that the employee has seven (7) calendar days within which to appeal the action in accordance with 3.10 of the RTC Personnel Rules. The appeal must be in writing and must state the basis for the appeal.
- vi. Be served on the employee, either personally or by posting by certified mail no later than twenty-four (24) hours after the effective date of the action.

6. Procedure for Notice and Termination

Before taking action to terminate an employee, the employee will generally be given the opportunity to respond to the charges against them. This will be done at a meeting between the supervisor and the employee. A final decision to terminate will generally be withheld until such a meeting takes place, and the employee has the opportunity to present any information that may affect the decision.

Upon making a decision to terminate an employee having regular (non-probationary) status in the classified service, the Appointing Authority shall serve on the employee, either personally or by posting by certified mail, a written notice of ~~termination which~~ termination, which shall contain the following:

- i. A statement of the action to be taken~~;~~
- ii. A statement of the charges or performance inadequacies upon which the termination is based~~;~~
- ii. A statement of the effective date of the termination; and~~;~~
- iii. A statement that the employee has seven (7) calendar days to appeal the termination in accordance with 3.10 of the RTC Personnel Rules.- The appeal must be in writing and must state the basis for the appeal~~;~~
- iv. The notice of termination shall be served on the employee, either personally or by posting by certified mail, no later than forty-eight (48) hours after the effective date of the action.

7. Suspensions Due to Pending Criminal Charges

- i. Except as otherwise provided by applicable law, aAn Appointing Authority, upon giving notice, may immediately suspend without pay an employee against whom there is a pending criminal charge which adversely and directly affects RTC service, conflicts with continued employment, or is seriously and substantially disruptive of department operations~~-. Pending criminal charges exist when an employee has been named a defendant in a criminal complaint or an information/indictment filed in any court.~~
- ii. Except as otherwise provided in this Section, if the employee is subsequently acquitted of the charge(s) or if the charge(s) or case is dismissed, the employee is entitled to be reinstated and to have all back pay and benefits restored.
- iii. The rights provided to an employee under Subsection 2 shall not obligate the RTC to pay back-pay and benefits if its own investigation of alleged or suspected violations of RTC Rules and Policies results in the employee's suspension or termination.

3.10 Appeals

1. Response to Notice of Action

A regular classified employee who is subject to discipline (including termination and demotion) or notice of unsatisfactory performance may appeal the action as provided by this Personnel Rule.

2. Appeal from Discipline or Actions Taken for Unsatisfactory Performance

If the action described above is appealed by an employee, the effective date of the action shall not be affected, unless the Appointing Authority determines

otherwise, in their sole discretion. Any appeal under this Personnel Rule shall adhere to the following procedure:

- i. A regular, classified employee who has received a written warning, demotion, suspension, termination or who receives a notice of unsatisfactory performance may, within seven (7) calendar days of receipt of said notice, or from the date of posting by certified mail, whichever is less, appeal the action. The appeal shall be in writing and shall be ~~filed with~~submitted to the assigned Department Director.

If the employee's immediate supervisor is the Executive Director, the appeal process will begin with Step 3.

In each case, the written appeal must:

- a) Fully describe the basis for the employee's appeal. ~~This includes~~ providing all relevant facts that support the appeal.;
 - b) Set forth the specific language of any policy or rule that supports the appeal.;
 - c) Indicate the date(s) of the incident(s).;
 - d) Specify the remedy or solution to the concern sought by the employee.;
 - e) Specify the names of any witnesses and what they are believed to have witnessed; ~~and~~.
 - f) Provide and/or identify any specific y any supporting documents that support the appeal.
- ii. The Department Director will review the circumstances and issue a written decision regarding the appeal.
 - iii. If the employee is not satisfied with the Department Director's decision, they may appeal the decision, in writing, to the Executive Director within seven (7) calendar days of receipt of the Department Director's decision.
 - iv. The Executive Director will review the appeal and the circumstances and issue a written decision.

If the Executive Director is the appealing employee's immediate supervisor, the investigation and first level decision shall be made by the Executive Director.

3. General Conditions/Other

Any time limit may be extended by the RTC. If an employee needs an extension, the employee must make the requested in writing to the person making the decision at the applicable appeal level.

This policy does not apply to issues of prohibited harassment, discrimination, or retaliation. If you believe that any discipline or performance review relates to any protected category, as defined by the Policy Anti Harassment P-3, report this using the procedure that is set forth in this policy.

There shall be no reprisal or retaliation against any employee for using the appeal procedure.

Computer Purchase Program

Interest free loan of \$1,500 for the purchase of a home computer and/or software. The loan must be pre-approved and meet the established guidelines. The loan will be repaid by payroll deductions. The maximum repayment period is two years (52 pay periods).

To participate in the program, the employee must be employed by the RTC at least one year and agree to all terms and conditions. Employees will also be required to execute a promissory note for the loan amount and to authorize payroll deductions for payments. Should the employee terminate employment with the RTC prior to full repayment of the loan, the employee agrees to pay the balance of the payments either through deductions from the final paycheck or through an additional final payment.

Anonymous Reporting System

The Anonymous Reporting System is to provide employees with an anonymous means of reporting certain suspected activities external anonymous reporting system that employees may utilize to report concerns. Such concerns may include, but are not limited to: suspected fraud, theft, misuse of public funds, accounting irregularities or other ethical issues. The reporting system can be found on <http://www.reportit.net/> Login: RTCWashoe Password: Reportit

RTC Management Policy P-8
Date Approved: 7/13/1985
Date Revised: 7/21/1995

Approved: _____

MANAGEMENT POLICY

SUBJECT: EMPLOYEE OPEN DOOR POLICY

PURPOSE

RTC's long-standing Open Door Policy is intended to promote positive employee communications and to establish a formalized procedure for acknowledging and responding to employee concerns. Concerns include, but are not limited to, ideas for improvement, questions about tasks and work procedures, and complaints about work-related issues.

POLICY

It is the policy of the RTC:

- To ensure that employees receive fair and equitable treatment,
- To provide employees with an easily accessible procedure for expressing suggestions or dissatisfaction, and
- To foster sound employee-supervisor relations through communication and ultimate reconciliation of work-related problems.

The Open Door Policy and the formal procedure described herein have been established as a primary means of achieving these objectives. The Human Resources Administrator is responsible for making employees aware of the Open Door Policy and their right to use the provisions of the Policy without fear of criticism or any other form of retaliation. A copy of the Policy shall be provided to all new employees by the Human Resources Administrator.

PROCEDURE

1. Informal Open Door Process

Under the Open Door Policy, all employees have several options available to them in making upper management aware of their concerns, questions, and suggestions.

EMPLOYEE OPEN DOOR POLICY

Page 2

The best and most effective way for an individual to resolve a work-related problem is to discuss it with his or her immediate supervisor. For this to be successful, employees should initiate the discussion at the time a dissatisfaction or question arises. Supervisors, in turn, should take prompt and positive action to answer employees' questions and to respond to suggestions or concerns presented to them.

Alternatively, an employee or a supervisor may elect to discuss a suggestion or problem directly with a member of top management. Ideally, the management representative whose assistance is being sought out should be someone who is in a position to understand the basis of the suggestion or concern and to effectively recommend an appropriate course of action.

2. Formal Process

For employees who believe that the informal process cannot resolve their situation, or for employees who have tried the informal process and did not attain satisfaction, a formal written procedure may be pursued.

Step 1: Immediate Supervisor

The employee must initially present the written concern to his/her immediate supervisor. Experience has shown that a thorough discussion and common understanding at this level can usually settle most concerns. The supervisor shall have seven calendar days to respond in writing to the employee's written concern after it has been discussed and investigated fully.

If the supervisor is actually part of the concern, the employee may begin the formal process with Step 2. If the Department Director is part of the concern, the process may begin at Step 3.

Step 2: Department Director

If the employee's concern is not resolved to his or her satisfaction at Step 1, the employee may take the problem to the Department Director. After reviewing any relevant information and talking with the supervisor, the employee, and any other pertinent parties, the director will issue a written decision regarding the employee's concern within seven calendar days.

When a formal process is begun at Step 2, the Department Director shall perform the actions outlined for the Immediate Supervisor and for the Department Director (investigate, discuss with employee, review relevant information, talk to witnesses, and respond).

Step 3: Executive Director

If the concern is not resolved at Step 1 or 2, the employee may take the concern to the Executive Director for final consideration. The Executive Director will review all available facts regarding the situation and issue a written decision within seven calendar days thereafter. A decision issued by the Executive Director will be final and binding on all parties concerned.

EMPLOYEE OPEN DOOR POLICY

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When a formal complaint is begun at Step 3, the actions outlined for Immediate Supervisor, Department Director, and Executive Director shall be performed by the Executive Director, (investigation, discussion, review relevant facts, talk to witnesses, respond in writing, etc.).

ELIGIBILITY FOR USING THE OPEN DOOR PROCESS

RTC's Open Door Policy and procedure is open to all RTC employees.

TITLE VI DISCRIMINATION COMPLAINTS

Any person may file a Title VI Discrimination Complaint with the U.S. Department of Transportation. The procedure and deadlines for filing are included in the Federal Transit Administration's Circular C 4702.1, Chapter VII.

DELETED

RTC Management Policy P-9
Approved: June 13, 1985
Revised: January 11, 1989
Revised/Approved: July 18, 2008



Gregory H. Krause, Executive Director

MANAGEMENT POLICY

SUBJECT: COMPLAINTS AND COMMENDATIONS

PURPOSE

To establish a uniform policy and procedure to insure a speedy and exact response to complaints and commendations directed to the Agency.

POLICY

It is the policy of the RTC to make every effort to respond to all complaints and/or commendations which are received through the Agency's Information Services Department and to aggressively resolve any problems or complaints.

PROCEDURES - RIDE

1. When the previous day's work is completed, all complaints and commendations are routed to the Transit Manager for complaints involving RIDE or its employees. The Marketing Manager will also receive all RIDE-related complaints for filing and follow-up. This process should be completed within the first hour of each day (by 9:00 a.m.) for complaints received the previous day.
2. After the Transit Manager has reviewed the report, it is forwarded to Operations and handled as follows:
 - a. Identification of employee involved.
 - b. Identification of designated supervisors.
 - c. Employee schedule is coordinated with supervisor for meeting.
 - d. Report is provided to supervisor.
3. In all cases, a thorough investigation shall be conducted to determine validity of the complaint. Such investigation consists of contacting the complainant, visiting the scene of the

incident when required, review of the employee's personnel file, and any related complaints that may be on file in Administration.

Upon completion of the outside investigation, a meeting is set with the employee as soon as possible to ensure the incident is still fresh in the employee's mind. It is felt that the supervisor should be able to complete the investigation within three (3) days, barring any unforeseen time delays due to scheduling.

4. Upon completion of the meeting between the supervisor and employee, a determination as to the validity of the complaint will be made. If in the event the complaint is considered valid, it will be entered into the employee's personnel record and disciplinary action may or may not be indicated. If in the event it is considered invalid, it will be returned to the Marketing Department for filing.

5. In all cases, when a complaint is received, a letter or telephone call will be made to the respective complainant indicating the information and actions taken regarding their complaint.

6. It is felt that, from the date a complaint is received by the Agency to the time of completion of report, no more than four (4) days should transpire. Every effort should be made to insure the time limits are adhered to and a prompt response is made to the complainant.

7. All commendations received will be followed by letter to the employee from either the Executive Director or Transit Manager. Both the commendation and letter will be given to the employee in a timely manner and copies will be placed in the employee's personnel file.

In some cases, it will be appropriate to contact the party sending the commendation to express the Agency's and employee's appreciation.

PROCEDURE - RTC

1. All RTC-related complaints or commendations will be routed to the Executive Director for review by 9:00 a.m. of the day following receipt.
2. The Executive Director will handle all RTC-related citizens' complaints as appropriate based on the nature of the complaint and the employee(s) involved.

TITLE VI DISCRIMINATION COMPLAINTS

Any person may file a Title VI discrimination complaint with the U.S. Department of Transportation. The procedure and deadlines for filing are included in the Urban Mass Transportation Administration's (UMTA) Circular, C 4702.1, Chapter VII.

RTC Management Policy P-10
Approved: June 13, 1985
Revised: September 20, 2002
Revised/Approved: July 18, 2008


Gregory H. Krause, Executive Director

MANAGEMENT POLICY

SUBJECT: NO SOLICITATION

PURPOSE

The RTC is a governmental entity, which provides transportation services to the general public. It is supported by public funds and should remain neutral in all political contests and debates involving social, religious and other controversial issues. Further, industry experience has shown that the imposition of controversial issues on captive audiences, as RTC patrons would be, can lead to altercations, create safety risks and otherwise impede the efficient conduct of RTC business. Accordingly, the RTC seeks to establish a uniform policy regarding solicitations in order to prevent disruptions of either our patrons' or our employees' activities, and to maintain operations at peak efficiency for the benefit of those we serve.

DEFINITIONS

As used in this Policy, the following terms shall have the meaning ascribed to them in this section.

1. "Solicitation" includes, without limitation, to request, persuade, entreat, beg, petition or approach a person for the purpose of influencing said person for or against a particular viewpoint and includes the selling of merchandise and the distribution of pamphlets or other literature.
2. "Actual work time" means the time employees should be performing jobs and not break-time, lunchtime, or time immediately before and after the employee's shift.

POLICY

1. Except as provided in paragraph 5, no person who is not an employee of RTC is permitted to solicit RTC employees or patrons on RTC property at any time.
2. Except for work-related activities, no employee is allowed to engage in solicitation at any time in areas of RTC buildings that are open to the public. Outside of actual work time,

employees may solicit in the areas of RTC buildings not open to the public only for bona fide charitable causes.

3. No employee may sell merchandise at any time on RTC property.

4. The right of the Regional Transportation Commission to solicit employees for specific charitable causes (e.g., United Way) is retained and may be implemented by authorization of the Executive Director.

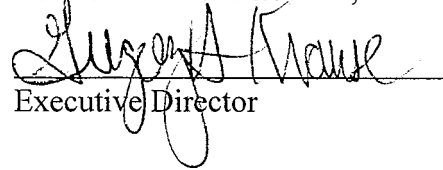
5. This policy shall not impair the statutory right of a person to gather signatures on a petition in accordance with the requirements of NRS 293.127565 or other statutory provision, which may be enacted by the State Legislature.

DELETE

RTC Management Policy #P-19

Approved: October 16, 1986

Revised: November 21, 2008


Executive DirectorMANAGEMENT POLICYSUBJECT: NO SMOKINGPURPOSE:

The Regional Transportation Commission has a vital interest in maintaining a healthy and safe environment for its employees, customers, and visitors. Consistent with this interest and in accordance with Nevada Revised Statutes the following no smoking policy has been adopted and shall apply to all employees, visitors, consultants and contractors of/to the Regional Transportation Commission.

POLICY

It is the policy of the Regional Transportation Commission to prohibit smoking in all buildings and vehicles owned, operated, leased, or used by the Regional Transportation Commission. For the purpose of this policy, smoking is defined as inhaling, exhaling, burning, or carrying any lighted cigar, cigarette or pipe.

SCOPE

The No Smoking policy applies to:

- The indoor areas of all buildings owned and/or operated by the RTC.
- The indoor areas of all RTC-sponsored off-site conferences and meetings.
- Inside of vehicles owned and/or operated by the RTC
- All visitors (customers, vendors and others) on RTC premises.
- All contractors and consultants and/or their employees working on RTC premises.
- All temporary employees.
- All interns.

Smoking is only permitted outside in designated smoking areas. RTC employees may use break and/or lunch time to smoke outside in designated areas. However, smokers may not take additional break time.

Policy Number: P-23
Approved: May 1, 1989
Date Revised: July 21, 1995
Approved: _____

RTC MANAGEMENT POLICY

SUBJECT: DISCIPLINARY ACTION

PURPOSE

The purpose of this policy is to clarify both the expectations of the RTC as an employer and the disciplinary action process.

POLICY

As an employer, the RTC has established policies, procedures, and rules of conduct regarding its employees. Failure to comply with these policies, procedures and rules of conduct could subject an employee to disciplinary action, including discharge. Although it is not practical to provide a complete list, examples of causes for disciplinary action include, but are not limited to:

1. Falsification of, or making a material omission on, forms, records, or reports, including time sheets, application materials or RTC records.
2. Actual or threatened physical violence towards another person while on RTC property and/or premises or while on duty.
3. Possessing or bringing firearms, weapons, or illegal drugs or materials on company property.
4. Insubordination, refusing to follow a supervisor's directions, or other disrespectful conduct to a supervisor.
5. Unauthorized access, possession, or removal of RTC or employee property, records, or other materials.
6. Unauthorized destruction or damage to RTC or employee property, records or other materials.
7. Violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard.
8. Disclosing confidential information.
9. Being under the influence of alcohol or using, selling or possessing illegal drugs while on duty, while on RTC property, or while operating an RTC owned vehicle.
10. Sleeping while on duty.

DISCIPLINARY ACTION

Page 2

11. Sexual or other harassment of another employee.
12. Unsatisfactory job performance.
13. Spreading false information about the RTC or another employee.
14. Unexcused absence or being absent without leave.
15. Dishonesty with regard to, or improper use of, employee benefits (i.e. collection of insurance, compensation, or sick leave).
16. Negligence or recklessness in the operation or use of RTC property.
17. Failure to report an accident or moving violation in an RTC vehicle.
18. Exhibiting unacceptable conduct in the performance of duties.
19. Mishandling of RTC funds.
20. Failure to possess a valid drivers license while operating an RTC vehicle.
21. Failure to comply with established work procedures.
22. Failure to comply with RTC policies and directives.

Disciplinary action shall normally follow the sequence set forth below unless the seriousness of the offense or the circumstances dictate otherwise.

1. Documented oral warning.
2. Written reprimand
3. Suspension for a specific period of time
4. Demotion
5. Dismissal

Although the RTC believes in the concept of progressive discipline as a way to correct unsatisfactory conduct or performance, serious violations of RTC policies, procedures, and rules of conduct can result in severe disciplinary action, including termination, even for first offenses.

DISCIPLINARY ACTION

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Documented oral warnings are generally used for minor infractions with a written reprimand being the more severe action. Suspensions are used for more serious infractions or for repeat displays of minor infractions. Demotion may occur as a result of an infraction or when an employee becomes unwilling or unable to perform his or her duties in a satisfactory manner. For a demotion to occur, the employee must be able to perform work satisfactorily in the lower classification and there must be a position open in which the employee can be placed. Dismissal occurs when an employee's performance or conduct has proven to be so unsatisfactory as to warrant complete termination from RTC employment.

All disciplinary actions will be documented in the employee's personnel file.

APPEAL PROCEDURE

It is the policy of RTC to ensure that employees receive fair and equitable treatment by providing an easily accessible procedure for appealing disciplinary actions. This appeal process is available to all RTC employees who have completed their probationary period. The appeal process shall be as specified in Chapter XIII of the Regional Transportation Commission Personnel Rules.

P.23

RTC Management Policy P-39

Date Approved: 3/15/1996

Revised/Approved: 10/17/2008



Executive DirectorMANAGEMENT POLICYSUBJECT: EMPLOYEE COMPUTER PURCHASE PROGRAMPOLICY

It is the policy of the Regional Transportation Commission (RTC) to encourage employee development of computer literacy skills because of the acknowledged significant contribution of such skills to improving services to the Agency and the public. The RTC offers a loan program to eligible employees to assist them in the purchase of personal computer systems similar to what employees use in performing their duties for RTC business.

To participate in the program, the employee must be employed by the RTC at least one year and agree to all terms and conditions. Employees will also be required to execute a promissory note for the loan amount and to authorize payroll deductions for payments. Should the employee terminate employment with the RTC prior to full repayment of the loan, the employee agrees to pay the balance of the payments either through deductions from the final paycheck or through an additional final payment.

Should the employee return the computer equipment or software to the vendor, sell or dispose of the equipment, or otherwise render the equipment or software unavailable for employee's home use, the balance of the payments shall become immediately due and payable to the RTC. Failure of an employee to inform the RTC promptly of the disposal or return of equipment or software may be grounds for discipline.

The Executive Director may make procedural changes in the Program as necessary to respond to changing conditions while remaining consistent to the original purpose and intent of the program.

RTC Management Policy P-47
Approved: January 20, 2006
Revised: July 28, 2006

APPROVED: 

MANAGEMENT POLICY

SUBJECT: ANONYMOUS REPORTING SYSTEM

PURPOSE

The purpose of the Anonymous Reporting System is to provide RTC employees with an anonymous means of reporting certain suspected activities.

POLICY

The RTC is committed to fair, impartial and thorough investigations into alleged misconduct. To further this commitment, the RTC will establish an external anonymous reporting system that employees may utilize to report concerns. Such concerns may include, but are not limited to: suspected fraud, theft, misuse of public funds, accounting irregularities or other ethical issues. While reports of alleged discrimination/harassment can be accepted under this Policy, employees are strongly encouraged to raise such concerns pursuant to the RTC's Policy Against Harassment and Discrimination (P-3) so that the investigation into such matters is not limited by anonymity of the reporting employee.

All reports of misconduct received through the Anonymous Reporting System will be forwarded to the RTC's Executive Director and Chief Legal Counsel.

All reports received through the Anonymous Reporting System alleging fraud, theft, misuse of public funds or accounting irregularities will be forwarded to the Executive Director, Chief Legal Counsel and the RTC Chairperson.

Title VI Discrimination Complaints

Any person may file a Title VI Discrimination Complaint with the U.S. Department of Transportation. The procedure and deadlines for filing are included in the Federal Transit Administration's Circular C 4702.1, Chapter VII.

The Executive Director may make procedural changes, as necessary, to respond to changing conditions while remaining consistent with the intent of this policy.

RTC MANAGEMENT POLICY P-47

APPROVED: January 20, 2006

APPROVED: RTC MANAGEMENT POLICYSUBJECT: ANONYMOUS REPORTING SYSTEM POLICYPURPOSE

The purpose of the Anonymous Reporting System is to provide RTC employees with an anonymous means of reporting certain suspected activities.

POLICY

It is the policy of the RTC that for certain matters such as suspected fraud, theft, misuse of public funds or accounting irregularities, the RTC will establish an external anonymous reporting system that employees may utilize.

Because the RTC is committed to fair, impartial and thorough investigations into alleged employee misconduct, complaints of discrimination and/or harassment and all similar complaints will not be accepted through the anonymous reporting process.

Reports of suspected or alleged discrimination or harassment against an employee, customer or vendor must be reported according to RTC's Policy Against Harassment and Discrimination (P-3). Anonymous reports in any form will not be accepted.

All reports of misconduct received through the Anonymous Reporting System will be forwarded to the RTC's Executive Director and Chief Legal Counsel.

All reports received through the Anonymous Reporting System alleging fraud, theft, misuse of public funds or accounting irregularities will be forwarded to the Executive Director, Chief Legal Counsel and the RTC Chairperson.

TITLE VI DISCRIMINATION COMPLAINTS

Any person may file a Title VI Discrimination Complaint with the U.S. Department of Transportation. The procedure and deadlines for filing are included in the Federal Transit Administration's Circular C 4702.1, Chapter VII.

The Executive Director may make procedural changes, as necessary, to respond to changing conditions while remaining consistent with the intent of this policy.

RTC Management Policy P-41
Date Approved: January 29, 1999
Revised Effective: June 15, 2017

Approved: _____
Lee Gibson, Executive Director

MANAGEMENT POLICY

SUBJECT: Employee Telecommuting

POLICY:

The purpose of this policy is to define the telecommuting program of the employer and the guidelines under which it will operate.

Not all positions are suitable for a telecommuting assignment; therefore, assignments will be made based on business necessity and the particular position at issue, at the sole discretion of management. Even if granted a telecommuting arrangement, employees may be re-assigned based on the Agency's business needs. Except as otherwise required by law, telecommuting is not an employee entitlement. Employees retain all rights to which they are entitled under any applicable federal, state or local law, and nothing in this policy should be construed otherwise.

Eligibility

Not all positions are appropriate for a telecommuting arrangement, and not all employees can productively function in a telecommuting arrangement. Therefore, the appointing authority shall determine which positions are suitable for telecommuting and which employees can be productive in such an environment. Employees seeking a telecommuting arrangement may apply to their appointing authority using the Telecommuting Work Agreement form. Except as otherwise provided by law, the primary factor for consideration shall be whether an assignment to a telecommuting arrangement meets the business needs of the department and Agency.

Other factors include, but are not limited to:

- a The employee's work performance, both prior to and during, the assignment to a telecommuting position.a
- a The nature of the work which will be performed, including the need for, and amount of, interaction with the public, co-workers, and subordinates required by the position.a
- a The ability or lack thereof to measure employee output or work product.a
- a The employee's need for supervision and ability to function productively without the need for a supervision in a relatively close physical proximity.a

Approval or disapproval of a request to telecommute shall be provided to the employee in writing by the department head and/or appropriate designee, and there is no right to appeal.

Requesting Permission to Telecommute

An employee who wishes to request a telecommuting arrangement shall submit a written request for approval to his/her supervisor. The form shall be approved by the appropriate department director before the employee may telecommute.

Employee Rights and Responsibilities

Except as specified in this policy or agreed to in the individual telecommuting agreement signed by the employee, employee rights and responsibilities are not affected by participating in telecommuting. An employee's compensation, benefits, and expected total number of hours worked will not change regardless of work location.

The employee is expected to adhere to all of the same policies, regulations, and performance expectations established for all employees of the Agency.

Telecommuting employees must keep their supervisor informed of progress on assignments worked on at the alternative worksite, including any problems they may experience while telecommuting. The employee must generate a synopsis of activities and accomplishments for the workday in a prescribed format. Methods of planning and monitoring the work shall be at the discretion of the supervisor, and/or department director.

Office needs will take precedence over telecommute days. An employee must forgo telecommuting if needed in the office on the regularly scheduled telecommute day.

The employee is responsible for providing an appropriate workspace, including all necessary equipment to perform their normal job functions unless otherwise stated in the written agreement. Equipment supplied by the Agency is to be used for business purposes only. Any additional financial burden resulting from the telecommuting arrangement is solely the responsibility of the employee unless the arrangement is identified as an ADA reasonable accommodation in which case, the situation will be addressed individually.

Telecommuting is not intended to serve as a substitute for child or adult care. If children or adults, in need of primary care, are in the alternate work location during employees' work hours, some other individual must be present to provide care. Although an employee's schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on job performance and meeting work demands.

Employer Rights and Responsibilities

Participation in a telecommuting agreement is at the sole discretion of management, unless identified as a reasonable accommodation under the ADA. Except as specified in this policy or agreed to in the individual telecommuting agreement, Agency rights are not affected by an employee's participation in telecommuting.

The supervisor and/or director will determine the methods of planning, monitoring, receiving, and reporting the employee's activity and accomplishment. The supervisor and/or director must manage the work of employees in their area of responsibility.

The employees will be given as much advance notice as practicable if they will be needed in the office on the regularly scheduled telecommute day.

Each telecommuting agreement will be discussed and renewed at least annually, or whenever there is a change in the factors evaluated to determine whether the arrangement remains appropriate. Because telecommuting is selected as a feasible work option based on a combination of job characteristics, employee performance, and employer needs, a change in any one of these elements may require a review of the telecommuting agreement.

The supervisor and/or director may, upon request, inspect the employee's alternate workspace for safety and workers' compensation concerns.

Termination of Telecommuting Agreement

The supervisor, director and/or employee may terminate the telecommuting agreement for any reason, at any time. Whenever feasible, written notice will be provided, but this is not a requirement.

The opportunity to participate in a telecommuting agreement is offered only with the understanding that it is the responsibility of the employee to ensure a proper work environment is maintained, dependent care arrangements must not interfere with work, and personal disruptions such as non-business telephone calls and visitors must be kept to a minimum. Employees must notify their supervisor of any changes to their standard workweek (i.e. sickness, health care provider visits, or annual leave). Failure to maintain a proper work environment, as determined by the employer, provides cause for discipline and the termination of the employee's telecommuting agreement. Approval for any telecommuting request is based upon employer and department requirements as determined by the employer. Employees previously participating in a telecommuting agreement are not assured a telecommuting agreement in the future.

Note: If telecommuting is considered as a reasonable accommodation, the employer and employee will follow the employer's ADA policy and process, to include proper use of appropriate forms and procedures.

RTC Management Policy P-41
Date Approved: 01/29/1999
Date Revised: 06/15/2017

MANAGEMENT POLICY

SUBJECT: EMPLOYEE REMOTE WORK

I. PURPOSE

It is the policy of the Regional Transportation Commission (RTC) to define the remote work program of RTC and the guidelines under which it will operate.

II. SCOPE

- Public
- Board Members
- X RTC Officers
- X RTC Employees
- Other: _____

III. DEFINITIONS

- A. Remote Work – Working at an alternate worksite that is away from the main or primary worksite typically used by RTC. Remote work is a mutually agreed upon alternative work location between the remote employee and RTC. Remote work is not an employee right or entitlement but rather a work alternative based upon the job content, satisfactory work performance, and work requirements of the department and RTC.

IV. POLICY

- A. General
 - 1. Not all positions are suitable for a remote work; therefore, assignments will be made based on business necessity and the particular position at issue, at the sole discretion of management.
 - 2. Even if granted a remote work arrangement, employees may be re-assigned based on RTC's business needs.

3. Employees requesting remote work as a reasonable accommodation shall make such requests to the ADA coordinator (Director of Administration).
4. There may be some circumstances in which select employees are directed by RTC to remote work if working at the traditional work site is not practicable due to an emergency, including but not limited to, public health concerns related to communicable diseases, natural disasters, or extreme weather events.

B. Eligibility

1. Not all positions are appropriate for a remote work arrangement, and not all employees can productively function in a remote work arrangement. Therefore, the appointing authority shall determine which positions are suitable for remote work and which employees can be equally or more productive in such an environment.
2. Except as otherwise provided by law, the primary factor for consideration shall be whether an assignment to a remote work arrangement meets the business needs of the department and Agency.
3. Other factors include, but are not limited to:
 - a. The employee's work performance, both prior to and during, the assignment to a remote work position;
 - b. The nature of the work which will be performed, including the need for, and amount of, interaction with the public, co-workers, and subordinates required by the position;
 - c. The ability or lack thereof to measure employee output or work product; AND
 - d. The employee's need for supervision and ability to function productively without the need for supervision in a relatively close physical proximity.
4. Approval or disapproval of a request to remote work shall be provided to the employee in writing by the Department Director with no right to appeal.

C. Requesting Permission to Remote Work: Employees seeking a remote work arrangement may apply to their Manager using the Remote Work Agreement form. The form shall be approved by the assigned department director and submitted to the Director of Administration before the employee may work remotely.

D. Employee Rights and Responsibilities

1. Except as specified in this policy or agreed to in the remote work agreement signed by the employee, employee rights and responsibilities are not affected by participating in remote work. An employee's compensation, benefits, and expected total number of hours worked will not change regardless of work location.
2. The employee is expected to adhere to all of the same policies, regulations, and performance expectations established for all employees of the Agency.
3. Remote employees must keep their supervisor informed of progress on assignments worked on at the alternative worksite, including any problems they may experience while working remotely. The employee must generate a summary of activities and accomplishments for the workweek by day in a prescribed format including tracking hours worked by job or task code using increments of no less than 15 minutes. Methods of planning and monitoring the work shall be at the discretion of the assigned manager or department director.
4. Office needs will take precedence over remote work days. An employee must forgo remote work if needed in the office on the regularly scheduled remote work day.
5. The employee is responsible for providing an appropriate workspace, including all necessary equipment to perform their normal job functions unless otherwise stated in the written agreement. Equipment supplied by the Agency is to be used for business purposes only. Any additional financial burden resulting from the remote work arrangement is solely the responsibility of the employee unless the arrangement is identified as an ADA reasonable accommodation in which case, the situation will be addressed individually.
6. Alternative arrangements may be authorized solely by RTC and only if the details of such arrangements are fully described and justified to the satisfaction of RTC in the approved Remote Work Agreement. In no case will RTC be responsible or obligated to pay any mortgage, rent or other fees that are the responsibility of the employee as a tenant or homeowner.

7. Remote work is not intended to serve as a substitute for child or adult care. If children or adults, in need of primary care, are in the alternate work location during employees' work hours, some other individual must be present to provide care. Although an employee's schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on job performance and meeting work demands. Exceptions may be allowed on a limited basis due to emergencies at the discretion of RTC.
8. Employee understands that the Employer may not provide employee with a permanent office or workspace at the place of business and such determination is at the sole discretion of the Employer. Employee may be required to use a temporary office that may be used by others to complete work tasks when at the place of business.

E. Employer Rights and Responsibilities

1. Participation in a remote work agreement is at the sole discretion of management, unless identified as a reasonable accommodation under the ADA. Except as specified in this policy or agreed to in the individual remote work agreement.
2. The assigned supervisor or department director will determine the methods of planning, monitoring, receiving, and reporting the employee's activity and accomplishment and must manage the work of employees in their assigned area of responsibility.
3. Employees will be given as much advance notice as practicable if they will be needed in the office on the regularly scheduled remote work day.
4. Each remote work agreement will be discussed and renewed at least quarterly or whenever there is a change in the factors evaluated to determine whether the arrangement remains appropriate. Because remote work is selected as a feasible work option based on a combination of job characteristics, employee performance, and employer needs, a change in any one of these elements may require a review of the remote work agreement.
5. The employee will be covered by workers' compensation for all job-related injuries that occur in the designated workspace during the employee's defined work period. Since the workplace and home may be one and the same, workers' compensation will NOT apply to non-job-related injuries that might occur at the alternative site. Employees must notify their manager immediately and complete all necessary documents regarding a job-related injury.

6. The assigned manager or department director may, upon request and reasonable notice, inspect the employee's alternate workspace for safety and workers' compensation concerns.

F. Termination of Remote Work Agreement

1. The assigned manager, department director, or employee may terminate the remote work agreement for any reason, at any time. Whenever feasible, written notice will be provided, but this is not required.
2. The opportunity to participate in a remote work agreement is offered only with the understanding that it is the responsibility of the employee to ensure a proper work environment is maintained, dependent care arrangements must not interfere with work, and personal disruptions such as non-business telephone calls and visitors must be kept to a minimum. Employees must notify their manager of any changes to their standard workweek. Failure to maintain a proper work environment, as determined by the employer, provides cause for discipline and the termination of the employee's remote work agreement.
3. Approval for any remote work request is based upon RTC and department requirements as determined by RTC. Employees previously participating in a remote work agreement are not assured a remote work agreement in the future.
4. If remote work is considered as a reasonable accommodation, RTC and employee will follow RTC's ADA policy and process, to include proper use of appropriate forms and procedures.

- END -

RTC Remote Work Agreement

Employee Name: _____ Supervisor Name: _____

Department: _____

Position: _____ Date remote work will begin: _____

Remote Work Phone: _____

Remote Work Evaluation and Review:

Criteria that will be used to evaluate the success of the Remote Work Agreement and how it will benefit the Agency, including job characteristics, employee performance and employer needs:

Attach additional sheets as necessary

Remote Work Agreement will be evaluated (Quarterly): _____

First Remote Work Agreement review date: _____

Written documentation of review to be filed with the Administrative Services Department

Remote Work Schedule:

The employee agrees to perform agreed upon duties and be accessible to the RTC on the following remote work days:

	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
Start Time							
End Time							
Total Hours							

Employee must notify their manager of any changes to their standard workweek (i.e., sickness, health care provider visits, or annual leave).

Accessibility and Communication:

The employee agrees to structure their time to ensure attendance at required meetings and events as designated by their manager. The employee further accepts the special responsibility as a remote worker to facilitate communication with customers and colleagues while on a remote work schedule.

The employee agrees to be available during scheduled work hours on remote work days using the following methods (check all that apply):

Phone E-mail Text

Other: _____

Reimbursement Information:

The employee is responsible for providing an appropriate workspace, including all necessary equipment to perform their normal job functions unless otherwise stated in the written agreement. Employees who are directed to remote work due to an emergency may be supplied with necessary equipment by the RTC. Equipment supplied by RTC is to be used for business purposes only. Any additional financial burden resulting from the remote work arrangement is solely the responsibility of the employee.

RTC Property and Records:

The employee agrees that documents or other records required to be retained and are used, developed or revised while remote working will be securely transferred no later than the following workday to the official workstation.

The employee understands and agrees that all equipment, records, files, manuals, forms, materials, supplies, computer programs and other materials furnished by the RTC, or generated or obtained on behalf of the RTC during the course of employment shall remain the property of the RTC. The employee understands that he/she is the holder of this property for the sole use and benefit of the RTC and will take all reasonable precautions to safely keep and preserve such property, as well as maintain confidentiality except as disclosure is required in normal business operations.

Employee Owned Property and Equipment:

Any employee owned property and equipment used for RTC business may subject to a public records request, subpoena, court or administrative order, or privacy/security violation investigation and may require the employee to provide the RTC with full access to such equipment. If the equipment is a personal computer, the employee understands the RTC may need to copy the contents of the hard drive.

Employee Computer Security:

The employee understands they are responsible for following all security guidelines per Information Technology Acceptable Use Policy (P-40).

Health, Safety and Ergonomics:

Has the employee completed and the manager reviewed the Remote Work Safety Checklist?

Yes No

Dependent Care:

Does the employee have dependents requiring care during remote work hours? Yes No

If yes, does the employee have dependent care to relieve themselves from primary-care responsibilities during remote work hours? Yes No

If no, has the employee gone over with their manager how they will address this issue per the Program? Yes No

Terms of Employment:

The employee understands that this Remote Work Agreement does not otherwise alter the basic terms and conditions of employment including wages, overtime compensation, insurance benefits, paid leave, salary reviews, workers compensation, etc. The employee further understands that RTC policies, rules, and practices shall apply at the remote work site, including those governing communicating internally and with the public, employee rights and responsibilities, facilities and equipment management, financial management, information resource management, purchasing of property and/or services, and safety.

Termination of Remote Work Agreement:

Remote work is a privilege rather than a universal employee benefit or right. The RTC has the right to offer remote work to an employee and to unilaterally terminate a Remote Work Agreement at any time. Employees do not have a property interest in remote work. In no circumstances are employees entitled to due process related to any RTC decision on remote work issues, including approvals denials, or a RTC decision to discontinue a Remote Work Agreement, and all such decisions are not eligible for appeal.

Acknowledgment:

I have read and understand this agreement and the Employee Remote Work policy, and agree to abide by and operate in accordance with the terms and conditions described in both documents. I agree that the sole purpose of this agreement is to regulate remote work and that it constitutes neither an employment contract nor an amendment to any existing contract or RTC policy.

Employee: _____ Date: _____

Manager: _____ Date: _____

Department Director _____ Date: _____

CC: Personnel File

RTC REMOTE WORK SAFETY CHECKLIST

This checklist is used to assess the overall safety of the remote work designated location. The checklist must be completed prior to the start of the Remote Work Agreement and submitted to the remote workers' supervisor for review. The remote worker should retain a copy for their records.

The designated work space:

1. Are temperature, noise, ventilation, and lighting level adequate for maintaining your normal level of job performance? Yes No
2. Are all supplies and equipment (both RTC and employee-owned) in good working condition and can be safely used as intended? Yes No
3. Is storage organized to minimize risks of fire?
 Yes No
4. Do all electrical enclosures (switches, outlets, receptacles, junction boxes) affecting the designated work space have tight fitting covers or plates? Yes No
5. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires or fixtures, exposed wiring on the ceiling or walls)? Yes No
6. Will the building's electrical system permit the grounding of electrical equipment (a three-prong receptacle)? Yes No
7. Are aisles, doorways, and corners free from obstruction to permit visibility and movements? Yes No
8. Are the file cabinets and storage closets arranged so drawers and doors do not enter walkways? Yes No
9. Are heavy items securely placed on sturdy stands close to walls? Yes No
10. Are phone lines, cable lines, electrical cords, and surge protectors secured under a desk or along a baseboard? Yes No
11. Are computer components kept out of direct sunlight and away from heaters?
 Yes No

Emergency Preparedness:

- 1. Are emergency phone numbers (nearest hospital, fire department, police department) posted in the remote work space? Yes No
- 2. Is a first aid kit easily accessible and periodically inspected and replenished as needed? Yes No
- 3. In case of fire, is there a primary exit path free of obstruction and easy to use? Yes No

Ergonomics:

- 1. Is your desk, chair, PC, and other equipment of appropriate design and arranged so that:
 - a. Neck and shoulders are not stooped to view the task Yes No
 - b. There are no pressure points on any part of the body (wrists, forearms, back of legs) Yes No
 - c. There is no glare on the screen Yes No
 - d. Work can be performed without eye strain Yes No
 - e. There is no strain on any part of the body for static tasks over 20 minutes Yes No

Remote Worker comments after inspection: _____

****Attach additional sheets as necessary****

I have completed the checklist as accurately and honestly to the best of my knowledge. I understand that I have the right to request Risk Management conduct a risk assessment of my remote work site, to ask questions, or to have additional training provided.

Remote Worker's signature: _____ Date of inspection: _____

I have reviewed the checklist and discussed any areas of concern with the remote worker:

Manager's signature: _____ Date: _____

CC: Personnel File



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction


Metropolitan Planning Organization of Washoe County, Nevada

September 18, 2020

AGENDA ITEM 3.10

TO: Regional Transportation Commission

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



Bill Thomas, AICP
Executive Director

SUBJECT: Professional Services Agreement (PSA) for the Electric and Alternative Fuel Vehicle Infrastructure and Advanced Mobility Plan

RECOMMENDATION

Approve a Professional Services Agreement (PSA) with HDR Engineering Inc. in an amount not to exceed \$82,498.00 for consulting services on the Electric and Alternative Fuel Vehicle Infrastructure and Advanced Mobility Plan; authorize the RTC Executive Director to execute the agreement.

SUMMARY

Two proposals were received in response to the Request for Proposal for the Electric Vehicle and Alternative Fuel Infrastructure and Advanced Mobility Plan to address systems planning and design for electric vehicle charging, autonomous and connected vehicles, autonomous transit, and micromobility. The technical evaluation of the proposals was conducted by an Evaluation Committee, composed of five individuals including four staff from RTC and one staff person from the University of Nevada, Reno. All members of the Evaluation Committee evaluated and scored the Electric and Alternative Fuel Vehicle Infrastructure and Advanced Mobility Plan. The Evaluation Committee had a consensus meeting and the proposal from HDR Engineering Inc. received the highest score. All Evaluation Committee members recommended awarding the PSA to HDR Engineering Inc.

FISCAL IMPACT

Appropriations are included in the FY 2021 Budget and FY 2020 – FY 2021 Unified Planning Work Program (UPWP).

PREVIOUS ACTIONS BY BOARD

May 22, 2020 Approved procurement for the selection of Engineering Professional Services for the Electric Vehicle and Alternative Fuel Infrastructure and Advanced Mobility Plan

May 20, 2019

Approved the FY 2020 – FY 2021 Unified Planning Work Program
(UPWP)

ADDITIONAL BACKGROUND

The objective of this plan will be to examine the role of technology and shared mobility as transportation options continue to evolve in Washoe County, and identify potential safety, air quality, and equity implications. Tasks include the following:

- Review government and private sector policy and initiatives at the state and local level that support implementation of electric vehicle (EV) infrastructure, alternative fuels and mobility solutions.
- Identify and evaluate potential advanced mobility options for the area and recommend specific corridors where testing and/or implementation would be feasible.
- Provide a summary of preferred technological platforms and national best practices.

This study will outline the steps necessary to integrate mobility solutions within the planned and existing transportation network.

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 September 18, 2020, by and between the Regional Transportation Commission of Washoe County (“RTC”) and HDR Engineering, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform Professional Services in connection with the Electric and Alternative Fuel Vehicle Infrastructure and Advanced Mobility Plan, RFP # RTC20-18; and

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

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through June 30, 2022, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the proposal. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Services (Tasks 1 to 5)	\$74,999.00
<u>Contingency</u>	<u>\$7,499.00</u>
Total Not-to-Exceed Amount	\$82,498.00

- 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 upon mutual agreement of RTC and consultant, 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 upon payment in full of undisputed amounts 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. Re-use of any such deliverables or materials for purposes not contemplated in this Agreement shall be at the re-user's sole risk and without liability to Consultant.

- 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 after written notice of and ten (10) days to cure such 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 James Weston or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT' Project Manager is Jim Hanson, P.E., PTOE 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
Executive Director
James Weston
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775)335-1915

CONSULTANT: Jim Hanson, P.E., PTOE
Project Manager
HDR, Inc.
9805 Double R Blvd., Suite 101
Reno, NV 89521
(720) 219-7993

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.

ARTICLE 16 - FEDERAL FORMS AND CLAUSES

- 16.1. CONSULTANT has completed and signed the following: (1) Affidavit of Non-Collusion; (2) Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion; (3) Certification Required by 31 U.S.C. § 1352, Restrictions on Lobbying Using Federal Appropriated Funds, and "Instructions for Completion of SF-LLL, Disclosure of

Lobbying Activities”. CONSULTANT affirms that such certifications remain valid and shall immediately notify RTC if circumstances change that affect the validity of these certifications.

- 16.2. This Agreement is funded in whole or in part with money administered by the Nevada Department of Transportation on behalf of the Federal Highway Administration. As a condition for receiving payment under this Agreement, CONSULTANT agrees to comply with the federally required clauses set forth in Exhibit D, E and F.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

HDR ENGINEERING, INC.

By: _____
Craig Smart, Managing Principal

Exhibit A

Scope of Services

Introduction

The Regional Transportation Commission of Washoe County (RTC) is proposing the development of an Electric Vehicle and Alternative Fuel Infrastructure and Advanced Mobility Plan to address existing electric vehicle infrastructure needs in the area as well as to best prepare for continued advances in mobility technology, including the following:

- Systems planning for autonomous and connected transportation infrastructure
- Systems planning and engineering services for autonomous transit infrastructure
- Traffic analysis for micromobility systems and projects
- Systems planning for electric and hydrogen fuel cell charging infrastructure
- Traffic analysis relating to safety of these proposed systems

The RTC currently has 21 electric buses in its fleet, and the Reno-Sparks area is poised to be an early adopter of an alternative fueled transportation network. In order to create a more convenient, connected and environmentally-friendly transportation network, the plan will investigate various mobility solutions that could be integrated into the existing transportation framework or fully implemented within new transportation improvement projects.

This study will outline the steps necessary to design and integrate mobility solutions within the planned existing transportation network.

Objective

Examine the role of technology and shared mobility as transportation options continue to evolve in Washoe County, and identify potential safety, air quality, and equity implications. Review government and private sector policy and initiatives at the state and local level that support implementation of electric vehicle (EV) infrastructure, Alternative Fuels and mobility solutions. Identify and evaluate potential advanced mobility design options for the area and recommend specific corridors where testing and/or implementation would be feasible. Provide a summary and evaluation of preferred technological platforms and national best practices. This study will outline the steps necessary to design and integrate mobility solutions within the planned existing transportation network.

Task 1. Project Management

- 11 Invoicing and Progress Reports – Progress reports, invoices and billing will be prepared monthly.
- 12 Collaboration and Coordination – A kickoff meeting will consist of members from RTC; state agencies such as the Nevada Department of Transportation (NDOT), the Nevada Governor’s Office of Economic Development (GOED) and Office of Energy, and the University of Nevada, Reno (UNR); local agency jurisdictions such as Washoe County and the Cities of Reno and Sparks; the Reno-Sparks Indian Colony; the Reno-Tahoe Airport Authority; and other pertinent parties. A meeting schedule will be implemented for the length of the study. The consultant will work closely with project manager, communicating weekly.
- 13 Management Plan – The management plan should be provided by the consultant and identify organizational structure and process. It should also include a schedule for budget, tasks and deliverables.

Task 2. Existing Conditions Analysis

- 2.1 Policy Research – Identify current federal policies, programs and Nevada Revised Statutes (NRS) and Bill Draft Requests (BDRs) related to advanced mobility and EVs, as well as policy and initiatives from local jurisdictions. Identify programs from other areas which might be applied to this region.
- 2.2 Existing Electric Vehicle Infrastructure – Review and documentation of existing EV infrastructure such as charging stations and Liquid Hydrogen stations and their capabilities in Washoe County and along the Interstate system and major state highways in Nevada. Washoe RTC shall provide the location of all aforementioned existing EV infrastructure in available GIS format. Review recent and planned implementation for public and private use.
- 2.3 Vehicle-to-Vehicle (V2V)/Vehicle-to-Infrastructure (V2I) Operations – Provide an overview of existing platforms for V2V and V2I communications and present a comparison of the various technologies, including the benefits and challenges of each. In addition, identify resources needed to support different platforms from a utility perspective and develop a strategy for RTC to include fiber optic cable in roadway construction projects.
- 2.4 Other Existing Resources – Review and define all mobility services currently in operation in Washoe County and address interoperability challenges/solutions. Identify mobility and connected and autonomous transportation (CAT) technologies currently being deployed in Washoe County either as a pilot project, study, or within an established framework.

- 2.5 Safety Analysis – Collect and summarize available safety statistics related to various advanced mobility services to analyze potential issues and mitigation strategies. Washoe RTC shall provide all safety related data and statistics for review and analysis.
- 2.6 Travel Demand Modeling – Identify means to represent alternative modes (micromobility, rideshare, autonomous vehicles) in travel demand modeling process.
- 2.7 Air Quality and Equity Issues – Identify potential air quality impacts of various mobility services and compare potential benefits and risks associated with each.
- 2.8 Freight and Commercial Fleet Impacts – Identify possible impacts of EVs, alternative fuels, and Autonomous Vehicles on existing freight and commercial fleets operations.

Task 3. Public & Agency involvement

- 3.1 RTC Project Committee Meetings – Facilitate monthly progress meetings during the study period to review issues and findings. These progress meetings will be in conjunction with other established meetings such as the kick-off meeting technical kick-off meeting and the stakeholder meetings.
- 3.2 Stakeholder Meetings – Identify stakeholders and coordinate with appropriate parties as necessary.
- 3.3 Public Information Meetings and Planning Workshops – Facilitate up to three public information meetings in an open-house or workshop format during the study period and utilize social media platforms and other technology/tools to invite participation. Conduct outreach to residents, business owners and/or community groups via an online open house, an initial e-survey and three targeted strategic workshops. Washoe RTC will provide a list of the residents, business owners and/or community groups that will need to be contacted and engaged..

Task 4. Develop System Design Options & Recommendations

- 4.1 Develop System Design Options & Analysis – Develop system design options for regional ITS requirements to support autonomous and connected vehicles, as well as the RTC autonomous bus project. Develop recommendations for traffic analysis methodology of autonomous and connected vehicle, autonomous transit, ride hailing, and micro mobility systems.

Develop Plan/Strategy – Prepare mission, purpose, background and goals for this study. The statement should incorporate community and stakeholder input.

- 4.2 Develop Narratives – Prepare narratives on key elements pertaining to the development of the plan that includes key RTC personnel and responsibilities and coordination with other state/local plans. Prepare narrative for public outreach and include methods on public participation through available outlets.
- 4.3 Develop Action Plan – Identify methods to address advanced mobility options.

Identify feasible advanced mobility solutions for outlying areas, such as the Tahoe-Reno Industrial Center. Include a list of possible funding sources, project cost estimates, and implementation strategies for new technologies, supporting infrastructure, and transportation modes.

Task 5. Report Preparation

- 5.1 Draft Report – Prepare a concise and focused draft including graphics, illustrations of alternatives and recommended policies/procedures.
- 5.2 Draft Revision – Review and comments from RTC and other appropriate parties. Present revised report to technical committees and public for review.
- 5.3 Final Report – Incorporate final comments from technical committees and public for final output.

Deliverables

- Meeting Materials – Meeting agendas, minutes, and displays for public, stakeholder and technical committee meetings
- Data/GIS Materials – Maps or other data sets as needed.
- Reports – Electronic copy of draft review to RTC for comments. Five printed copies of final report and one electronic copy.

Milestones & Possible Schedule

- RTC Coordination Meeting – Month 1
- Technical Committee Kick-Off Meeting – Month 2
- Public Information/Workshop Meetings – Month 4 and Month 7
- Draft Report – Month 10
- Draft Revision – Month 11
- Final Report – Month 12

Exhibit B

Regional Transportation Commission
 Electric and Alternative Fuel Vehicle Infrastructure and Advanced Mobility Plan

Task No.	Task Description	Project Manager	Project Principal	Quality Manager	CV/AV Specialist	Micro Mobility Specialist	Electric Mobility Lead	Hydrogen Fuel Cell Mobility Lead	Traffic Lead	Transportation Technology Planner	Public Involvement	Transportation Engineer	Transportation Planner	Admin	Project Accountant	Total HDR Labor Hours	Total HDR Labor (\$)	Total Cost (\$)	
	Rates	\$ 317.57	\$ 251.39	\$ 266.99	\$ 180.57	\$ 248.17	\$ 389.76	\$ 366.23	\$ 231.97	\$ 187.60	\$ 150.76	\$ 101.39	\$ 111.60	\$ 79.60	\$ 92.30				
Task 1. Project Management																			
1.1	Invoicing and Progress Reports	6												3	16	25	\$3,621	\$3,621	
1.2	Collaboration and Coordination	6	1													7	\$2,157	\$2,157	
1.3	Management Plan	2	1													3	\$887	\$887	
	Subtotal Task 1	14	2	0	0	0	0	0	0	0	0	0	0	3	16	35	\$6,664	\$6,664	
Task 2. Existing Conditions Analysis																			
2.1	Policy Research	1			1		1						12			15	\$2,227	\$2,227	
2.2	Existing Electric Vehicle Infrastructure	1			2		1	1				8				13	\$2,246	\$2,246	
2.3	V2V/V2I Operations	1			4							8				13	\$1,851	\$1,851	
2.4	Other Existing Resources	1				1				1			8			11	\$1,646	\$1,646	
2.5	Safety Analysis	1							2			8				11	\$1,593	\$1,593	
2.6	Travel Demand Modeling	1			4	2			2	2						11	\$2,375	\$2,375	
2.7	Air Quality and Equity Issues	1			2	2				1			4			10	\$1,809	\$1,809	
2.8	Freight and Commercial Fleet Impacts	1			2		1	1		1			4			10	\$2,069	\$2,069	
	Subtotal Task 2	8	0	0	15	5	3	2	4	5	0	24	28	0	0	94	\$15,816	\$15,815.83	
Task 3. Public & Agency Involvement																			
3.1	RTC Project Committee Meetings	6			4	2	2	2	2	1	2		6			27	\$6,259	\$6,259	
3.2	Stakeholder Meetings	8	1	1	4		2				16	8	6			46	\$8,454	\$8,454	
3.3	Public Information Meetings and Planning Workshops	8	1	1	4		2				16	8	6			46	\$8,454	\$8,454	
	Subtotal Task 3	22	2	2	12	2	6	2	2	1	34	16	18	0	0	119	\$23,166	\$23,166	
Task 4. Develop System Design Options & Recommendations																			
4.1	Develop System Design Options & Analysis	2		4	4					1		6				17	\$3,221	\$3,221	
4.2	Develop Plan/Strategy	2		2	2	1	1	1	2	1						12	\$3,186	\$3,186	
4.3	Develop Narratives	2		2	2	1	1	1	2	1	4	4	4			24	\$4,641	\$4,641	
4.4	Develop Action Plan	4		2	2	1	1	1	2	1		6	6			26	\$5,099	\$5,099	
	Subtotal Task 4	10	0	10	10	3	3	3	6	4	4	16	10	0	0	79	\$16,147	\$16,147	
Task 5. Report Presentation																			
5.1	Draft Report	2		2	1	1	1	1	1	1		20	20			50	\$7,033	\$7,033	
5.2	Draft Revision	2		2								12	12			28	\$3,725	\$3,725	
5.3	Final Report	2		2								6	6			16	\$2,447	\$2,447	
	Subtotal Task 5	6	0	6	1	1	1	1	1	1	0	38	38	0	0	94	\$13,206	\$13,206	
PROJECT TOTALS		60	4	18	38	11	13	8	13	11	38	94	94	3	16	421	\$74,999	\$74,999	

Exhibit C

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE AGREEMENTS

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) 335-1845.

2. INDEMNIFICATION

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

- A. Any breach of duty, neglect, willful misconduct or fraud committed in the conduct of CONSULTANT'S profession, work or services rendered by (i) CONSULTANT, its employees, agents, officers, or directors, (ii) subconsultants (hereafter, "Subs"), or (iii) anyone else for which CONSULTANT may be legally responsible; and
- B. The negligent acts of CONSULTANT, its employees, agents, officers, directors, Subs, or anyone else for which CONSULTANT is legally responsible; and
- C. The infringement of any patent or copyright resulting from the use by the Indemnitees of any equipment, part, component or other deliverable (including software) supplied by CONSULTANT under or as a result of this Agreement, but excluding any infringement resulting from the modification or alteration by the Indemnitees of any equipment, part, component, or other deliverable (including software) except as consented to by CONSULTANT.

The Damages shall include, but are not limited to, those resulting from personal injury to any person, including bodily injury, sickness, disease or death and injury to real property or personal property, tangible or intangible.

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

CONSULTANT shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received and approved by RTC before work commences. The CONSULTANT agrees that RTC has the right to inspect CONSULTANT'S and the Sub's insurance policies, or certified copies of the policies, 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 Sub. The CONSULTANT need not require its non-design subcontractors to carry Professional Errors and Omissions Liability insurance.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$5,000 per occurrence or claim must be declared to 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 the RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

E. If CONSULTANT'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

CONSULTANT waives all rights against RTC, its elected officials, officers, employees and agents for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. CONSULTANT shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

Exhibit D

Federally Required Clauses

1. **PROMPT PAYMENT PROVISION**

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

2. **NONDISCRIMINATION**

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

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

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

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

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

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

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

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

3. AFFIRMATIVE ACTION IN EMPLOYMENT

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

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

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

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

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

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

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

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

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

5. INTEREST OF PUBLIC OFFICIALS

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

6. CIVIL RIGHTS

The following requirements apply to the underlying Contract:

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

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

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

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

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

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

7. INELIGIBLE CONSULTANTS

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

8. NOTICE OF FEDERAL REQUIREMENTS

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

9. THIRD-PARTY RIGHTS

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

10. RECORDS RETENTION; AUDIT AND INSPECTION OF RECORDS

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

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

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

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

11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

13. COMPLIANCE WITH FEDERAL LOBBYING POLICY

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

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

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

14. REPORTING REQUIREMENTS

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

Exhibit E

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

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

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

SAMPLE

Exhibit F

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

Pertinent Non-Discrimination Authorities:

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

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

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

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 18, 2020

AGENDA ITEM 3.11

TO: Regional Transportation Commission

FROM: James Gee
Manager of Service Planning and
Innovation

Bill Thomas, AICP
Executive Director

SUBJECT: Recommendation for Award for the Provision of Microtransit Software for RTC FlexRIDE service

RECOMMENDATION

Approve the agreement with Spare Labs Inc. in an amount not-to-exceed \$99,000 to provide microtransit software services; authorize the RTC Executive Director to execute the agreement.

SUMMARY

The RTC issued a Request for Proposal (RFP) in July 2020. The RFP requested proposals for software to manage RTC's FlexRIDE system which ends its pilot phase on November 2, 2020. The RFP submission deadline was August 5, 2020. Proposals were received by the RTC from six qualified firms

A three-person proposal evaluation team consisting of two RTC employees and one representative from MTM (operator of the current FlexRIDE system) reviewed and ranked the proposals. The proposals were evaluated based on the criteria set forth in the RFP:

- 40 points for project approach
- 30 points for pricing
- 20 points for past performance

The following is the result of the scoring process:

1. Spare Labs Inc. – 93.3 points
2. Via Mobility – 89.3 points
3. Routematch – 88.0 points
4. RideCo – 84 points
5. Transloc – 80 points
6. CityWay Transdev – 58 points

Staff is recommending award to Spare Labs, Inc. because they received the highest ranking based upon the evaluation criteria above. The amount of the agreement is not-to-exceed \$99,000 over two years. Actual cost will be dependent (and lower) based on the number of buses utilized.

FISCAL IMPACT

Funds for the microtransit software have been included in the FY 2021 RTC Board approved budget.

PREVIOUS BOARD ACTIONS:

July 19, 2019	Approval of Fall 2019 RTC Service Adjustment including implementation of a six-month microtransit demonstration project.
Feb 15, 2019	Acknowledged receipt of the report on the proposed Microtransit Pilot Project.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachments

AGREEMENT FOR GOODS AND SERVICES

MICROTRANSIT SOFTWARE SOLUTION

This agreement (this “Agreement”) is dated and effective as of September 25, 2020, by and between the Regional Transportation Commission of Washoe County, Nevada (“RTC”) and Spare Labs, Inc. (“Contractor”).

- 1. Term.** The initial term of this Agreement shall begin on the date above and shall end on October 31, 2022.
- 2. Scope of Work.** Contractor shall provide the goods and services described in the scope of work attached as Exhibit A. RTC shall determine the number of vehicles that will use the software.
- 3. Time for Performance.** The software solution shall be fully implemented and ready to use by November 1, 2020 at the latest, subject to RTC providing timely and accurate responses to all requests for information and directions by Contractor.
- 4. Compensation.** RTC shall pay Contractor monthly pursuant to the pricing and fee schedule attached as Exhibit B. The actual monthly cost will be depend on the actual number of vehicles that are using the software. RTC has determined that the software will initially be used on 8 vehicles, but may determine in its sole discretion that the software be used on fewer or more vehicles, subject to the usage not exceeding the total-not-exceed amount of the contract. The total-not-exceed amount of the contract is \$99,000.
- 5. Proceeding with Work.** Contractor shall not proceed with work until both parties have executed this Agreement and RTC has issued a purchase order. No additional terms may be imposed under such purchase order. In Contractor proceeds with work before those conditions have been satisfied, Contractor shall forfeit any and all right to reimbursement and payment for work performed during that period. In the event Contractor violates this section, Contractor waives any and all claims and damages against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement.
- 6. Invoices/Payment.** Contractor shall submit invoices to accountspayable@rtcwashoe.com. RTC’s payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.
- 7. Legal/Regulatory Compliance.**
 - a. Contractor shall comply with all applicable federal, state and local government laws, regulations and ordinances. Contractor shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, Contractor shall furnish RTC certificates of compliance with all such laws, orders and regulations.

- b. Contractor represents and warrants that none of the services to be rendered pursuant to this Agreement constitute the performance of public work, as that term is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent Contractor does engage in such public work, Contractor shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

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

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

10. Termination.

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

11. Rights, Remedies and Disputes

- a. RTC shall have the following rights in the event that Contractor is guilty of a breach of any material term under the Agreement and fails to remedy such breach within 30 day's written notice of such breach:
 - i. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
 - ii. The right to cancel this Agreement as to any or all of the work yet to be performed;
 - iii. The right to specific performance, an injunction or any other appropriate equitable remedy; and
 - iv. The right to money damages.
- b. In as much as the Contractor can be adequately compensated by money damages for any breach of this Agreement, which may be committed by RTC, the Contractor expressly agrees that no default, act or omission of RTC shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Agreement (unless RTC directs Contractor to do so) or to suspend or abandon performance.

12. Confidentiality Obligations and Ownership Rights.

- a. Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Contractor includes non-public information regarding features, functionality and performance of the Contractor’s software platform (the “Service”). Proprietary Information of RTC includes non-public data provided by RTC to Contractor to enable the provision of the Services (“RTC Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.
- b. RTC shall own all right, title and interest in and to the RTC Data. Contractor shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.
- c. Notwithstanding anything to the contrary, Contractor shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning RTC Data and data derived therefrom), and Contractor will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Contractor offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.
- d. RTC will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Contractor or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to RTC for use on RTC premises or devices, Contractor hereby grants RTC a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

- e. RTC represents, covenants, and warrants that RTC will use the Services only in compliance with all applicable laws and regulations. RTC hereby agrees to indemnify and hold harmless Contractor against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from RTC's use of Services. Although Contractor has no obligation to monitor RTC's use of the Services, Contractor may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.
- f. **RTC Responsibilities.** The successful operation of the Service is dependent on RTC use of proper procedures and systems and input of correct data. RTC agrees that it shall have the sole responsibility for inputting, protecting and backing up their original data used in connection with the Service. The RTC is responsible for providing Spare Labs with the necessary information to appropriately integrate with the system and deliver all portions of the contract. RTC is solely responsible for the accuracy and adequacy of the information and data that it furnishes to Spare Labs for use with the service and Spare Labs is not responsible for reductions in Service quality due to RTC action or inaction.
- g. RTC shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). RTC shall also be responsible for maintaining the security of the Equipment, RTC account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of RTC account or the Equipment with or without RTC's knowledge or consent.
- h. RTC shall comply with all applicable local, state, provincial, federal and foreign laws in using the Service.
- i. RTC is solely responsible for (i) providing terms of service in respect of use of the Service by RTC's end users (which shall be an agreement solely between RTC and such end user); and (ii) obtaining the requisite permission from end users for the use, storage and processing of their personal information by Contractor through the provision of the Services.

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

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

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

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

17. Limitation of Liability. Notwithstanding anything to the contrary in this Agreement, except for bodily injury of a person, contractor and its suppliers (including but not limited to all equipment and technology suppliers), officers, affiliates, representatives, contractors and employees shall not be responsible or liable with respect to any subject matter of this Agreement or terms and conditions related thereto under any contract, negligence, strict liability or other theory: (a) for error or interruption of use or for loss or inaccuracy or corruption of data or cost of procurement of substitute goods, services or technology or loss of business; (b) for any indirect, exemplary, incidental, special or consequential damages; (c) for any matter beyond company's reasonable control; or (d) for any amounts that, together with amounts associated with all other claims, exceed the fees paid by RTC to contractor for the services under this Agreement in the 12 months prior to the act that gave rise to the liability, in each case, whether or not contractor has been advised of the possibility of such damages.

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

BY: _____
Bill Thomas, AICP, Executive Director

SPARE LABS, INC.

BY: _____
Kristoffer Vik Hansen, CEO

EXHIBIT A
SCOPE OF WORK

Contractor will provide a microtransit software as a service solution for RTC's FlexRIDE services to satisfy the requirements in RTC's Request for Proposal (RFP) RTC 20-20 ("Microtransit Software Solution").

Contractor will provide all of the goods and services described in Contractor's proposal dated August 5, 2020 ("Microtransit Software Solution for RTC Washoe County")(the "Proposal"), in material compliance with all of the representations, terms, and promises contained therein.

Summary of Deliverables

Contractor will provide the software, training, infrastructure, and other associated items to ensure the transition from the current TransLoc software to Contractor's microtransit platform in accordance with the Proposal. The services to be provided include:

1. **System Software** as a Service platform– an instance of Spare's Software as a Service platform will be configured and hosted to service for RTC's microtransit program in accordance with the Proposal, subject to the fee limitations set out in Exhibit B. This software will be based upon the Spare Platform and include Spare Products, Spare Launch, and Spare Analyze. Required components of this software suite include:
 - a. The ability to create and modify service areas and locations for microtransit service
 - b. The ability to assign vehicles to service zones
 - c. The ability to assign times of services
 - d. Day to day management capabilities of microtransit service
 - e. Reporting capabilities including but not limited to National Transit Database data. Reporting capabilities will include the ability to create custom reports and download data as needed.
 - f. Passenger interfaces for booking trips including telephone, internet, IOS application, and Android application.
 - g. Passenger interface for managing trips including tracking of vehicles and ETA for pickup.
 - h. Driver interface for receiving directions, managing trips, and accepting walk-ons for service utilizing RTC owned tablets installed on FlexRIDE vehicles.

2. **Implementation** – Contract will work with RTC to develop a complete implementation plan for the configuration and rollout of the microtransit software instance in accordance with the Proposal. This implementation plan will be approved by RTC prior to the start of the project. Required components of the implementation plan include:
 - a. Deployment strategy – An overview of the deployment process will be included in the implementation plan including a complete list of deliverables by Contractor

and a list of any expectations for RTC staff. The deployment strategy should present a holistic process for the successful start-up of the microtransit service which ensures the transition from the current TransLoc software.

- b. Training strategy – An outline of the training process and strategy will be included in the implementation plan. The training components shall include
 - 1. Administrative Training
 - 2. Driver Training
 - 3. Dispatcher Training
 - 4. Passenger Materials
 - c. Marketing strategy – Contractor and RTC will work together to develop a marketing and branding strategy to promote the service to existing and potential customers.
3. **Support** – Contractor will provide ongoing support through the implementation process and throughout the term of the contract. Support features shall include:
- a. Weekly project calls during the transition process
 - b. 24/7 dedicated technical customer support (phone, email, and chat) during launch and throughout the term of the agreement.
 - c. Continuous software upgrades as they are developed and rolled out to other customers.

Schedule

The existing microtransit software agreement with TransLoc expires on November 2, 2020. It is expected that RTC's Board of Commissioners will award this contract on September 18, 2020. Contractor and RTC will work cooperatively to develop a schedule, which finalizes an implementation date to occur sometime in October 2020.

Project Coordination

The contractor and RTC will work cooperatively to ensure the timely success of this project. RTC will provide a project manager to act as the dedicated single point of contact to coordinate efforts internally within RTC and externally with Contractor.

EXHIBIT B
COMPENSATION PLAN

First Year

Item Description	Price Per Month	Price Per Year	Total Cost
Cost per Vehicle (Vehicles 1 thru 8)	\$260.42	\$3,125.00	\$25,000
Cost per Additional Vehicle (Vehicles 9-12)	\$291.67	\$3,500.00	\$14,000
App and Technical Support Cost	\$875.00	\$10,500.00	\$10,500.00
Total Not-to-Exceed Cost			49,500.00

Second Year

Item Description	Price Per Month	Price Per Year	Total Cost
Cost per Vehicle (Vehicles 1 thru 8)	\$260.42	3,125.00	\$25,000
Cost per Additional Vehicle (Vehicles 9-12)	\$291.67	\$3,500.00	\$14,000
pp and Technical Support Cost	\$875.00	\$10,500.00	\$10,500.00
Total Not-to-Exceed Cost			\$49,500.00

Payment Terms:

RTC will pay Contractor monthly. The total cost per vehicle will be based on the actual number of vehicles in service with the software that month.

Optional Items

Contractor shall not initiate any optional fees unless written pre-approval have been provided by RTC, following any necessary amendment to the Agreement in terms of the Not-to-Exceed Cost.

Item Description	Fee
Annual license of Spare Platform driver arriving phone call notification feature.	US\$0 per month for first year. US\$420 per month after first year.
Cost per trip request for non-dedicated vehicle service	\$1.87 per trip for the first 5,000 trips per month, \$1.46 per trip for the next 10,000 trips, and \$1.06 per trip for any trips beyond this.
Bespoke customization projects	\$150 per hour
Automated calls (if driver arriving phone call notifications are enabled for Customer) and transactional text messages (SMS) and). See https://www.twilio.com/pricing for pricing	Pass Through Cost of Twilio + 10% admin fee

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR SOFTWARE SERVICE AGREEMENTS

1. INTRODUCTION

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

2. INDEMNIFICATION

CONTRACTOR agrees to defend, save and hold harmless and fully indemnify RTC including its elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of:

- A. Any breach of duty, neglect, error, misstatement, misleading statement or omission committed in the conduct of CONTRACTOR'S profession, work or services rendered by (i) CONTRACTOR, its employees, agents, officers, or directors, (ii) subcontractors (hereafter, "Subs"), or (iii) anyone else for which CONTRACTOR may be legally responsible; and
- B. The negligent acts of CONTRACTOR, its employees, agents, officers, directors, Subs, or anyone else for which CONTRACTOR is legally responsible; and
- C. The infringement of any patent or copyright resulting from the use by the Indemnitees of any equipment, part, component or other deliverable (including software) supplied by CONTRACTOR under or as a result of this Agreement, but excluding any infringement resulting from the modification or alteration by the Indemnitees of any equipment, part, component, or other deliverable (including software) except as consented to by CONTRACTOR.

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

If the Indemnitees are involved in defending actions, CONTRACTOR shall reimburse the Indemnitees for the time spent by such personnel at the rate the Indemnitees pay for such services.

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONTRACTORS & SUBCONSULTANTS

CONTRACTOR shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONTRACTOR to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC an additional insureds under its commercial general liability policy, subject to the same requirements stated herein, without requiring a written contract or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by

Subs shall be at least **\$1,000,000** per occurrence and at least **\$2,000,000** for any applicable coverage aggregates or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Sub.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

- E. If CONTRACTOR'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$1,000,000** each occurrence. If such CGL insurance contains a general aggregate limit, it shall be increased to equal twice the required occurrence limit or revised to apply separately to this project.

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.

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

11. NETWORK SECURITY AND PRIVACY LIABILITY

If CONTRACTOR 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, CONTRACTOR 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.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 18, 2020

AGENDA ITEM 3.12

TO: Regional Transportation Commission

FROM: Maria Paz Fernandez, P.E.
Engineer II

Bill Thomas, AICP
Executive Director

SUBJECT: Amendment No. 1 to the Professional Services Agreement (PSA) between RTC and Headway Transportation, LLC, for Design of the Center Street Cycle Track Project

RECOMMENDATION

Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) between the RTC and Headway Transportation, LLC (Headway) for the design of the Center Street Cycle Track Project in the amount of \$2,937,450 for a new not to exceed amount of \$3,033,400; authorize the RTC Executive Director to execute the Amendment.

SUMMARY

The RTC conducted the Bicycle Facilities Alternatives Analysis for Center, Sierra and Virginia Streets to study bicycle facility options on Center and Sierra Streets. Based on that study, staff recommended a two-way cycle track on Center Street as well as a southbound bicycle lane on Sierra Street. The study was presented to the RTC Board on January 18, 2019.

On April 25, 2019, RTC issued a Request for Proposals for interested firms to provide traffic analysis, design and construction management services for the Center Street Cycle Track Project.

RTC selected Headway and on September 20, 2019, RTC entered into an agreement to provide preliminary traffic analysis needed to validate the proposed alternative of a two-way cycle track along Center Street. The original limits of this project extended from Center Street at Mary Street to the intersection of Center at Ninth Street in Reno.

Following the traffic analysis and several meetings with City of Reno representatives, it was determined that the cycle track will not significantly affect the existing traffic capacity along Center Street; however, the southern limit is to be adjusted to Moran Street to avoid potential impacts to parking on Center Street south of Moran.

The Pavement Preservation Technical Advisory Committee recently suggested including pavement rehabilitation design services to the Center Street Cycle Track project to maximize construction savings.

The 2030 Regional Transportation Plan has listed sidewalk improvements along Center Street. This scope was also added to the Center Street Cycle Track project, hence the increase in costs.

This amendment adds Design and Construction services in the amount of \$2,937,450 to the current PSA amount of \$95,950 for a new total not to exceed amount of \$3,033,400. The fee schedule and amended scope of services associated with this amendment are included as Attachment A.

FISCAL IMPACT

Appropriations are included in the FY 21 Program of Projects budget.

PREVIOUS ACTIONS BY BOARD

September 20, 2019	Approved a PSA (Professional Services Agreement) with Headway Transportation, LLC for the Traffic Analysis task of the Engineering Professional Services for the Center Street Cycle Track Project
March 15, 2019	Authorized the procurement of Engineering Professional Services for the Center Street Cycle Track and Sierra Street Bicycle Lane Project
January 18, 2019	Approved Bicycle Facility Alternatives Analysis, for Center, Sierra and Virginia Streets Report
August 17, 2018	Acknowledge receipt of a report on the Bicycle Facility Alternatives Analysis for Center, Sierra and Virginia Streets and provided direction

ADDITIONAL BACKGROUND

The Bicycle Facilities Alternatives Analysis for Center, Sierra and Virginia Streets was completed by Headway (formerly Traffic Works) and approved by the RTC Board on January 18, 2019. The purpose of the study was to identify bicycle facility options on the main streets in downtown Reno. The preferred alternative recommended was a two-way cycle track on Center Street as well as a southbound bicycle lane on Sierra Street. The Alternatives were evaluated for feasibility based on the available space within the roadway (curb-to-curb), level of traffic stress (safety), planning level cost estimates, existing roadway capacity, lane and parking impacts, maintenance factors, and connectivity.

The RTC identified both Center Street and Sierra Street as high priority bicycle projects in the Bicycle & Pedestrian Master Plan and as candidate roadways for complete street design treatments in the Complete Street Master Plan. These projects were also included in the first five years of the 2040 Regional Transportation Plan.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

AMENDMENT NO. 1
AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
AND
HEADWAY TRANSPORTATION, LLC

The Regional Transportation Commission of Washoe County (“RTC”) and Headway Transportation, LLC (“CONSULTANT”), entered into an agreement dated September 20, 2019 (the “Agreement”). This Amendment No. 1 is dated and effective as of June 30, 2020.

RECITALS

WHEREAS, RTC and CONSULTANT entered into the Agreement in order for CONSULTANT to perform traffic operations analysis in connection with the Center Street Cycle Track Project (the “Project”); and

WHEREAS, CONSULTANT has completed the traffic operations analysis and the parties desire to amend the Agreement for CONSULTANT to provide design services and construction support services for the Project as described in Exhibit A at an additional cost of \$2,937,450.

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

1. Section 1.5 shall be replaced in its entirety with the following:

The term of this Agreement shall be from the date first written above until June 30, 2025, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein

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:

Task 2.1.A	\$5,480
Task 2.1.B	\$90,470
Design Services (Tasks 2.1.C – 2.1.F)	\$573,700
Contingency (Design - Task 2.1.G)	\$55,000
Optional Services (Design Phase – Task 2.1.H)	\$1,017,750
Construction Support Services (Tasks 2.1.I – 2.1.M)	\$395,000
Contingency (Construction Phase – Task 2.1.N)	\$40,000
<u>Optional Services (Construction Phase – Task 2.1.O)</u>	<u>\$856,000</u>
Total	\$3,033,400

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

HEADWAY TRANSPORTATION, LLC

By: _____
Loren Chilson, P.E., Principal



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 18, 2020

AGENDA ITEM 3.13

TO: Regional Transportation Commission

FROM: Jeff Wilbrecht, P.E.
Engineer II

Bill Thomas, AICP
Executive Director

SUBJECT: Change Order No. 18 to the Construction Agreement between the RTC and SNC (SNC) for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project (Plumb to Liberty & Maple to 15th)

RECOMMENDATION

Approve Change Order (CO) No. 18 in the amount of \$10,707 for changes to the project scope associated with removing minor paving scope, adjusting loading zone related signage, changes to the irrigation system at the North Virginia Street roundabout, and clarification to the risk register on the Virginia Street Bus RAPID Transit (BRT) Extension Project; authorize the RTC Executive Director to execute CO No. 18.

SUMMARY

Changer Order No. 18 includes multiple changes to the scope and cost of the SNC contract. These include the following items:

- Removal of parking lot asphalt concrete paving scope for 655 S. Virginia Street. The credit (deductive amount) of this item is (\$23,837).
- Modification to striping for loading zones and relocation of stop signs per revised plans dated May 26, 2020. The net added cost of this item is \$4,935.
- Irrigation system changes at the North Virginia Street roundabout per revised plan drawing N.L5 dated May 8, 2020. The net added cost of this item is \$29,609
- Activate Risk Register item No. 57 (Bus Station Design).

These changes will result in no change to the performance period for this contract. The total cost is \$10,707. The changes are further detailed in Attachment A.

FISCAL IMPACT

CO No. 18 results in an increase of \$10,707 to the SNC contract. The revised total SNC contract amount approved with this change order is \$49,439,316.

PREVIOUS ACTIONS BY BOARD

August 20, 2020	Approved Change Order No. 17 to the SNC contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
June 19, 2020	Approved Change Order No. 16 to the SNC contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
May 22, 2020	Approved Change Order No. 15 to the SNC 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 SNC 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 SNC 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 SNC 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 contract for Phase 2 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

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

Project No. _____ **CONTRACT CHANGE ORDER (C.O.) NO.** _____ Sheet _____ of _____
 Change Order Requested By: _____ Date _____

 To _____, Contractor for the _____

RTC FINANCE APPROVAL, AVAILABILITY OF FUNDS

Finance Manager: _____ Date: _____

Provide description of work, estimate of quantities, prices to be paid and changes in performance period, if any. Define additional work at contract unit price, lump sum amount and/or force account. Explain reimbursable work, if any, subject to a Board approved ICA. Use multiple sheets if necessary.

RTC CONTRACT COMPLIANCE OFFICER APPROVAL

Compliance Manager: _____ Date: _____

Original Contract Amount: \$ _____ Previously Approved C.O. Amounts: \$ _____ Net Increase from this C.O.: \$ _____ Total Revised Contract Amount: \$ _____ Total Percent Change all C.O.'s: _____ %	Contract time prior to this C.O.: _____ Net increase resulting from this C.O.: _____ New Contract Time with this C.O.: _____ Duration is Working Days unless otherwise noted
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Contractor Acceptance: Accepted Date: _____ By (Print Name): _____ Signature: _____ NOTE: This Change Order is not effective until approved by Executive Director, RTC.	RTC Approval: Recommended by (RTC Project Manager): _____ Date: _____ Department Director: _____ Date: _____ Chief Finance Officer: _____ Date: _____ Executive Director: _____ Date: _____
---	---



Member of the SNC Lavalin Group

Atkins North America, Inc.
10509 Professional Circle, Suite 102
Reno, NV 89521-4883

Telephone: +1.775.828.1622
Fax: +1.775.851.1687

www.atkinsglobal.com/northamerica

August 4, 2020

Mr. Jeff Wilbrecht
Regional Transportation Commission
1105 Terminal Way
Reno, NV 89502

Subject: Virginia Street Bus Rapid Transit Extension; Phase 2
PCO 18.001 Parking Lot Paving Deduct

Dear Mr. Wilbrecht:

Please find enclosed deductive cost proposal for parking lot asphalt concrete paving at 655 S. Virginia Street.

Parking Lot Paving Deduct.....\$(23,836.63)

SNC has not requested and will not receive any working days added to the contract duration for this change. If you have any questions, please call me at (775) 745-7026.

Sincerely,

George E. Jordy, P.E.
Sr. Resident Engineer

Enclosure: Sierra Nevada Construction's deductive cost proposal for parking lot asphalt concrete paving at 655 S. Virginia Street.



July 2, 2020

Regional Transportation Commission
1105 Terminal Way
Reno, NV 89502

Mail PO Box 50760
Sparks, NV 89435-0760

Yard 2055 East Greg Street
Sparks, NV 89431

Phone 775.355.0420
Fax 775.355.0535

NV lic. 25565 CA lic. 593393

Project: Virginia St. RAPID Extension Phase 2
Subject: **Potential Change Order 042 – Parking Lot Credit**
Attn: Jeff Wilbrecht

Sierra Nevada Construction is pleased to provide a credit for the AC Parking area at approximately St “SV” 61+75 on the West side of the roadway. This area is 1,864 SF 5”AC on 6”AB.

Remove AC (1,864 SF) @ \$3.79/SF = (\$7,064.56)
Place 5” Asphalt Concrete (1,864 SF) @ \$5.01/SF = (\$9,338.64)
Place 6” Aggregate Base Course (1,864 SF) @ \$3.23/SF = (\$6,020.72)

Total Credit = (\$22,423.92)

Total credit including CMAR fee= (\$23,836.63) IC, Atkins

If you have any questions, please feel free to contact me at (775) 432-8219.

Sincerely,

Emma Crossman
Project Manager
Sierra Nevada Construction, Inc.



Member of the SNC Lavalin Group

Atkins North America, Inc.
10509 Professional Circle, Suite 102
Reno, NV 89521-4883

Telephone: +1.775.828.1622
Fax: +1.775.851.1687

www.atkinsglobal.com/northamerica

August 4, 2020

Mr. Jeff Wilbrecht
Regional Transportation Commission
1105 Terminal Way
Reno, NV 89502

Subject: Virginia Street Bus Rapid Transit Extension; Phase 2
PCO 18.002 Loading Zones and Stop Sign Revisions

Dear Mr. Wilbrecht:

Please find enclosed cost proposal of modification to striping for loading zones and relocation of stop signs per revised plans dated May 26, 2020.

Loading Zones and Stop Sign Revisions.....\$4,934.88

SNC has not requested and will not receive any working days added to the contract duration for this change. If you have any questions, please call me at (775) 745-7026.

Sincerely,

George Jordy, P.E.
Sr. Resident Engineer

Enclosed: Copy of Sierra Nevada Construction's cost proposal for loading zones and stop sign revisions.



July 29, 2020

Regional Transportation Commission
 1105 Terminal Way
 Reno, NV 89502

Mail PO Box 50760
 Sparks, NV 89435-0760

Yard 2055 East Greg Street
 Sparks, NV 89431

Phone 775.355.0420
 Fax 775.355.0535

NV lic. 25565 CA lic. 593393

Project: Virginia St. RAPID Extension Phase 2
 Subject: **Potential Change Order 041 – Striping and Signage Changes: Loading Zones and Stop Signs**

Attn: Jeff Wilbrecht

Sierra Nevada Construction is pleased to provide pricing to move the stop signs from the plan locations to the new locations provided on plans with revisions dated 5/26/20. The two stop signs at Arroyo will need to be relocated, the remainder have not been installed yet and will be installed per the new plan.

Striping and Signage changes on the revised plans dated 5/26/20 add two loading zones at St. “SV” 35+75 and St. “SV” 43+50. These changes include blacking out solid white motorcycle paint stalls, the addition of yellow curb, and removal and replacement of necessary signage as shown on the plans. The pricing breakout is provided below.

Bid Item	Bid Item Description	Quantity	Unit	Unit Price	Extended Price
S9	Remove Sign and Post	4	EA	\$188.28	\$753.12
S137	Yellow curb Paint	65	LF	\$4.44	\$288.60
S118	Place Sign	4	EA	\$257.58	\$1,030.32
S119	Place Post	4	EA	\$519.95	\$2,079.80
	Black Out Striping	1	LS	\$200.00	\$200.00
S121	Install 4in Solid White Paint	-38	LF	\$0.61	(\$23.18)
S62	Replace Concrete Panel	25	SF	\$12.55	\$313.75
				Sub Total	\$4,642.41
				CMAR FEE	\$292.47
				Total	\$4,934.88

**Pricing does not include grinding off motorcycle parking stalls. Per Atkins/RTC painting black paint over the existing white is allowable.

If you have any questions, please feel free to contact me at (775) 432-8219.

Sincerely,



Emma Crossman
 Project Manager
 Sierra Nevada Construction, Inc.



Member of the SNC-Lavalin Group

Atkins North America, Inc.
10509 Professional Circle, Suite 102
Reno, NV 89521-4883

Telephone: +1.775.828.1622
Fax: +1.775.851.1687

www.atkinsglobal.com/northamerica

August 21, 2020

Mr. Jeff Wilbrecht
Regional Transportation Commission
1105 Terminal Way
Reno, NV 89502

Subject: Virginia Street Bus Rapid Transit Extension; Phase 2
PCO 18.003 UNR Irrigation

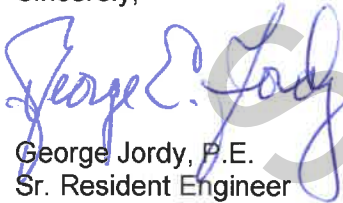
Dear Mr. Wilbrecht:

Please find enclosed cost proposal for the irrigation system per revised plan drawing N.L5 dated May 8, 2020.

UNR Irrigation.....\$29,608.59

SNC has not requested and will not receive any working days added to the contract duration for this change. If you have any questions, please call me at (775) 745-7026.

Sincerely,


George Jordy, P.E.
Sr. Resident Engineer

Enclosed: Copy of Sierra Nevada Construction's cost proposal for UNR irrigation.



August 4, 2020

Regional Transportation Commission
1105 Terminal Way
Reno, NV 89502

Project: Virginia St. RAPID Extension Phase 2
Subject: **Potential Change Order 043 – UNR Irrigation**
Attn: Jeff Wilbrecht

Mail PO Box 50760
Sparks, NV 89435-0760

Yard 2055 East Greg Street
Sparks, NV 89431

Phone 775.355.0420
Fax 775.355.0535

NV lic. 25565 CA lic. 593393

Sierra Nevada Construction is pleased to provide pricing for the irrigation changes to the UNR hillside on plan sheet N.L5. Pricing is from plan changes dated 5/8/20. The pricing is from SNC subcontractor Moana Nursery. Backup documentation detailing material, labor, and equipment is included with this proposal.

Total Irrigation Changes = \$29,608.59

*Includes 6.3% CMAR fee

If you have any questions, please feel free to contact me at (775) 432-8219.

Sincerely,



Emma Crossman
Project Manager
Sierra Nevada Construction, Inc.

SAMPLE

ATKINS

Member of the SNC-Lavalin Group

Atkins North America, Inc.
10509 Professional Circle, Suite 102
Reno, NV 89521-4883

Telephone: +1.775.828.1622
Fax: +1.775.851.1687

www.atkinsglobal.com/northamerica

August 24, 2020

Mr. Jeff Wilbrecht
Regional Transportation Commission
1105 Terminal Way
Reno, NV 89502

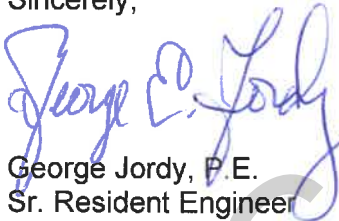
Subject: Virginia Street Bus Rapid Transit Extension; Phase 2
PCO 18.004 Digital Display Signs

Dear Mr. Wilbrecht:

This change is to activate Risk Register item No. 57 (Bus Station Design) per the request of RTC.

SNC has not requested and will not receive any working days added to the contract duration for this change. If you have any questions, please call me at (775) 745-7026.

Sincerely,



George Jordy, P.E.
Sr. Resident Engineer



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 18, 2020

AGENDA ITEM 3.14

TO: Regional Transportation Commission

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

Bill Thomas, AICP
Executive Director

SUBJECT: Subrecipient agreement for management of the Automatic Road Feature Extraction from State-Owned Mobile LiDAR Data for Traffic Safety Analysis and Evaluation project

RECOMMENDATION

Approve the subrecipient agreement with the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno for management of the Automatic Road Feature Extraction from State-Owned Mobile LiDAR Data for Traffic Safety Analysis and Evaluation project; authorize the RTC Executive Director to execute the agreement.

SUMMARY

Authorization for the Executive Director to execute the subrecipient agreement (see Attachment A) which will allow the University of Nevada, Reno (UNR) to execute the scope of work for the Automatic Road Feature Extraction from State-Owned Mobile LiDAR Data for Traffic Safety Analysis and Evaluation project.

FISCAL IMPACT

The RTC was awarded a grant in the amount of \$298,600 from the United States Department of Transportation (USDOT), Office of the Secretary of Transportation. This amount is reimbursable to the RTC and UNR as a subrecipient upon completion of certain deliverables as outlined in Article IV of the agreement.

PREVIOUS ACTIONS BY BOARD

None

ADDITIONAL BACKGROUND

The RTC, in partnership with UNR, has received a grant from the USDOT to develop a tool—Automatic Road Feature Extraction from LiDAR (ARFEL)—that automatically extracts highly accurate road geometric features from mobile light-detection-and-ranging (LiDAR) data collected on regional roads. UNR will collaborate with the Nevada Department of Transportation (NDOT), which collects and manages statewide mobile LiDAR data using their own data collection vehicle.

The development team includes researchers and programmers from UNR and Texas Tech University (TTU) who have rich experience in LiDAR data processing, deep learning technologies, and development of ArcGIS add-in tools for generating road data. RTC will utilize this tool to prepare road data that is essential to:

- Analyze relationships between crashes and road factors;
- Identify locations and characteristics of crashes using network screening;
- Select appropriate countermeasures and strategies;
- Evaluate safety improvement projects.

The ARFEL tool will integrate a user interface and a LiDAR-data processing engine as an add-in on ArcGIS. ARFEL will take NDOT mobile LiDAR data as input, extract road features required for safety analysis, and create GIS data layers of road features. The generated road feature data will allow further query, analysis, and visualization in ArcGIS or any other GIS software or platform.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on September 18, 2020, by and between the Regional Transportation Commission of Washoe County, Nevada, hereinafter called “RTC,” and the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno, hereinafter called “SUBRECIPIENT.”

WITNESSETH:

WHEREAS, pursuant to the provisions contained in Chapter 377A of the Nevada Revised Statutes, the RTC may enter into agreements to carry out the duties prescribed by federal law for a metropolitan planning organization; and

WHEREAS, 49 USC § 330(e) authorizes the USDOT to initiate “grants, cooperative research and development agreements . . . and other agreements to fund, and accept funds from . . . State departments of transportation, cities, counties... to carry out joint transportation research and technology efforts” to be administered by the RTC; and

WHEREAS, the RTC has been designated as the agency to receive and administer federal funds under the Consolidated Appropriations Act, 2018, and the appropriation for Transportation Planning, Research, and Development (TPRD) in Fiscal Year 2018 (FY18), “for necessary expenses for conducting transportation planning, research, systems development, development activities, and making grants.” Per the joint explanatory statement that accompanied the Act, this funding is in support of the Congressional Directive to allocate a portion of FY18 TPRD to safety data and automated vehicle safety data initiatives; and

WHEREAS, the SUBRECIPIENT is an institution of higher education authorized eligible to receive TPRD grant funds and funds under the Consolidated Appropriations Act, 2018; and

WHEREAS, before TPRD funding can be made available to the SUBRECIPIENT, the SUBRECIPIENT and the RTC must enter into an agreement whereby the functions of the project are identified and the responsibilities of the parties defined.

NOW THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

ARTICLE I - SCOPE OF SERVICES

1. The SUBRECIPIENT shall manage the “Automatic Road Feature Extraction from State-Owned Mobile LiDAR Data for Traffic Safety Analysis and Evaluation” project (hereinafter the “PROJECT”) as set forth in Section 6 - Scope of Work of the “Cooperative Agreement between The United States Department of Transportation, Office of the Secretary of Transportation, Office of the Assistant Secretary of Transportation for Policy and the Regional Transportation Commission of Washoe County, Nevada” (the “Cooperative Agreement”) attached as Attachment A.

2. The SUBRECIPIENT shall be the Program Administrator for the PROJECT and shall: complete and provide required deliverables; provide required reporting to the RTC; prepare billing requests for funds from the RTC; maintain required files; and perform all other activities necessary to administer the PROJECT according to the Cooperative Agreement attached as Attachment A.
3. This Agreement is based on funds available through USDOT Grant No. 12998165. The Catalogue of Federal Domestic Assistance (CFDA) number for these funds is 20.935.

ARTICLE II - COST

1. The total PROJECT cost of this Agreement is two hundred ninety eight thousand, six hundred and No/100 Dollars (\$298,600). The maximum distribution of USDOT funds for the period of September 1, 2020 through August 31, 2021 for PROJECT costs shall not exceed the sum of two hundred ninety eight thousand, six hundred and No/100 Dollars (\$298,600) from Federal Grant No. 12998165. The RTC will not make any payments unless TPRD funds or other eligible federal funds are appropriated to the RTC for the PROJECT.
2. Funds will be distributed to the SUBRECIPIENT only after satisfactory completion of the deliverables outlined in Section 9 of Attachment A. The funding amounts for deliverables outlined in Section 9 Subparts A, C, D, F, and G will be specified fixed amounts. The SUBRECIPIENT will ensure that all costs related to this Agreement are allowable in accordance with OMB Circular 2 CFR Part 200 and Attachment A.

ARTICLE III - PERFORMANCE

1. The term of this Agreement shall commence on September 1, 2020 and shall run through and include August 31, 2021.
2. The SUBRECIPIENT shall comply with the provisions of this Agreement and all terms, conditions, and requirements of the appropriation for TPRD.
3. The SUBRECIPIENT shall provide the RTC, on a monthly basis, with a written PROJECT Progress Report detailing any changes or additions to the PROJECT as it is described in Article I, Paragraph 1.
4. The SUBRECIPIENT shall abide by all applicable USDOT regulations, including the requirements outlined in the "Notice of Funding Opportunity (NOFO) State and Local Government Data Analysis Tools to Support Policy and Decision Making for Roadway Safety, DOT-OSTP-SDI-2019-002."
5. The SUBRECIPIENT shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of the RTC. Upon the SUBRECIPIENT's receipt of the RTC's written approval to assign or subcontract any of the work performed

under this Agreement, the SUBRECIPIENT will provide the RTC with a copy of the executed contract for said work. Any attempted assignment of rights or delegation of duties under this Agreement, without the prior written consent of the RTC, shall be unauthorized and may affect the reimbursement of funds.

6. In accordance with the requirements of 17 U.S.C. 201 and 35 U.S.C. Chapter 18, the SUBRECIPIENT shall retain ownership of any pre-existing intellectual property used in, and any intellectual property created in the conduct of this Agreement. The SUBRECIPIENT shall provide RTC and USDOT a worldwide, non-exclusive, sub-licensable, fully paid-up, royalty-free, perpetual, and irrevocable license granting RTC and USDOT the right to use, reproduce, distribute, modify, create derivative works, publicly (and digitally) perform and/or display, the data, as well as to make or have made, and import any developed or such discovered intellectual property for government purposes, including the right to provide such intellectual property to state and local government partners for their use in evaluating and potentially resolving critical transportation safety issues for all Documentation and End Products described in Section 9 Subpart G III of Attachment A. Licenses shall be at least equal to the rights afforded the federal government under the standard rights provisions found in 2 CFR 200.315 for all data, and shall include the above rights under any copyright or patent to any software used in or developed in satisfaction of this Agreement.

ARTICLE IV - SCHEDULE OF PAYMENTS

1. In consideration of the SUBRECIPIENT's continuous and satisfactory performance of its duties required under this Agreement, the RTC shall distribute funds to the SUBRECIPIENT, upon the RTC's receipt and approval of an appropriate invoice that is supported by true and factual documentation of completion of deliverables. In the case of payment for travel and other expenses incurred under Section 9 of Subpart E of the Deliverables, such payment shall be based upon reimbursement of actual costs in accordance to General Service Administration per diem and transportation fare rates and Federal Travel Regulations. Invoices must be submitted on the SUBRECIPIENT's stationery using the RTC's format or submitted on the RTC's standard invoice form. RTC's obligation to distribute funds to the SUBRECIPIENT is expressly conditioned upon RTC's receipt of such funds contemplated under Section 9 of Attachment A for this Agreement and RTC shall have no obligation to reimburse SUBRECIPIENT from any other funds available to the RTC.
2. The SUBRECIPIENT's invoices must be submitted within thirty (30) days from completion of PROJECT deliverables as follows:

Deliverable(s) Completed	Funding Disbursed Upon Completion
Project Management Plan and Analytic Design Plan outlined in Section 9 Subparts A and C	\$145,000
Safety Tool outlined in Section D	\$74,000
Final Report and Documentation and End Products outlined in Section 9 subparts F and G	\$74,000
Peer Exchanges and Webinar outlined in Section 9 Subpart E	Not to exceed \$3,000
Travel required in Section 9 Subpart E	Not to exceed \$2,600

3. Invoices received after thirty (30) days will be evaluated by the RTC on a case-by-case basis for payment.
4. The RTC shall utilize its normal accounting procedure in the payment of the invoices submitted, and disburse funds to the SUBRECIPIENT as promptly as the RTC's fiscal procedures allow.
5. Monthly report or expense documentation is required to accompany the invoice for all reimbursement costs.

ARTICLE V - RECORDS AND REPORTS

1. The SUBRECIPIENT and its contractors shall establish and maintain, in accordance with requirements established by the RTC and the USDOT, separate accounts for the PROJECT. Except as provided below, the SUBRECIPIENT and its contractors shall maintain all books, records, accounts and reports required under this Agreement and make them available for review by the RTC and the USDOT for a period of not less than three years after the date of termination or expiration of this Agreement. In the event of litigation or claims arising from the performance of this Agreement, the SUBRECIPIENT and its contractors shall maintain the PROJECT accounts until the RTC, the USDOT, the Comptroller General and/or any of their duly authorized representatives have disposed of all such litigation, appeals, and claims related to the PROJECT and this Agreement.
2. All charges to the PROJECT ACCOUNTS shall be supported by properly executed invoices, contracts or vouchers that document the nature and propriety of the charges. Documentation to support the invoice is required in accordance with the rules and regulations of the RTC and OMB Circular 2 CFR 200 and is incorporated herein by reference.
3. The SUBRECIPIENT shall advise the RTC regarding the progress of the PROJECT at such times and in such manner as the RTC may require, including, but not limited to meetings and interim reports. The SUBRECIPIENT shall submit as may be required by

the RTC, records, contracts and other data related to the PROJECT, as the RTC, in its sole discretion, deems necessary.

4. The SUBRECIPIENT shall perform the financial audit required by the contract documents to reflect the federal funds received and expended. A copy of the report shall be provided to the RTC upon request.

ARTICLE VI - TERMINATION

1. Except as otherwise provided in this Agreement, this Agreement may be terminated upon thirty (30) days written notice, given in accordance with paragraph 12 of Article VIII, upon (a) mutual consent of both parties; or (b) unilaterally by either party for cause. In the event of termination per this section, the RTC shall only be liable to distribute funds for services performed in accordance with the standards of this Agreement performed to the effective termination date.
2. If, at the expiration and/or termination of this Agreement, the SUBRECIPIENT has funds which have been provided to it under this Agreement that exceed proper and allowable expenses under 2 CFR Part 200, the SUBRECIPIENT shall be liable to and shall pay RTC the amount of the excess funds. Payment shall be made by the SUBRECIPIENT to the RTC within thirty (30) days of the expiration and/or termination of this Agreement. Notwithstanding the foregoing, distributions of fixed amounts of funds to SUBRECIPIENT for providing of deliverables shall not be considered subject to repayment to RTC solely because said funds exceed actual costs if said costs are otherwise allowable under 2 CFR Part 200.
3. The continuation of this Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the USDOT and the ability of the SUBRECIPIENT to secure any required upfront funds. The RTC shall terminate this Agreement if, for any reason: (a) the RTC's funding from local and/or federal sources is not appropriated or is withdrawn, limited or impaired; or (b) the SUBRECIPIENT's funding is not appropriated or is withdrawn, limited or impaired. Under said circumstances, SUBRECIPIENT waives any claim for damages resulting from the termination and, in this instance, termination shall be effective immediately upon receipt of notice per paragraph 12 of Article VIII.
4. A default or breach may be declared with or without termination. Either party may terminate this Agreement upon service of written notice of default or breach to the other party, upon the following grounds:
 - a. If the SUBRECIPIENT and/or its contractor fails to provide or satisfactorily performs any of the conditions, professional services, deliverables, goods or services called for by this Agreement within the time requirements specified in this Agreement or within written extension of those time constraints; or

- b. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law or regulation to be held by the SUBRECIPIENT to provide the goods or services required by this Agreement is for any reason denied, revoked, excluded, terminated, suspended, lapsed or not renewed; or
 - c. If the SUBRECIPIENT becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - d. If any party materially breaches any material duty under this Agreement and any such breach impairs the other party's ability to perform; or
 - e. If it is found by the RTC that any quid pro quo or gratuities in the form of money, services, entertainment, gifts or otherwise were offered or given by the SUBRECIPIENT, or any agent or representative of the SUBRECIPIENT, to any officer or employee of the RTC with a view toward securing an Agreement or securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performing of such Agreement.
5. Opportunity to Cure: The RTC shall, in the first instance, allow the SUBRECIPIENT thirty (30) days in which to cure a breach or default. The written notice of termination shall set forth the nature of said breach or default and the action deemed necessary for SUBRECIPIENT to cure. Should the SUBRECIPIENT fail to cure said breach or default to the satisfaction of the RTC within the time allowed, this Agreement shall automatically terminate unless RTC waives its remedy pursuant to subsection 7, below. In the event of termination, RTC will have no further obligation to SUBRECIPIENT. Any such termination for breach or default shall not preclude the RTC from also pursuing all other available remedies against the SUBRECIPIENT and its sureties for said breach or default.
 6. Whenever the PROJECT contemplated and covered by this Agreement has been completely performed on the part of the SUBRECIPIENT, and all monies have been spent, according to this Agreement, and the final payment made, this Agreement shall be deemed to have terminated.
 7. Waiver of Remedies for any Breach or Default: In the event that the RTC elects to waive its remedies for any breach or default by the SUBRECIPIENT of any covenant, term or condition of this Agreement, such waiver by the RTC shall not limit the RTC's remedies for any succeeding default or breach of that or of any other term, covenant, or condition of this Agreement. Any waiver must be in writing.

ARTICLE VII – AUDIT & CLOSEOUT

1. The RTC shall initiate closeout activities after approved SUBRECIPIENT activities are completed, federal funds are expended and reimbursement has been received.

2. The RTC shall submit the following closeout reports to USDOT: federal financial report, final budget revision (if any), a final narrative milestone/progress report including a discussion of each activity line item contained in the final budget and list of equipment under the grant; a request to de-obligate any unexpended balance of federal funds; and any other reports required as part of the terms and conditions of the grant.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

3. The SUBRECIPIENT, for itself, its assignees and successors in interest agrees as follows:
 - a. The Cooperative Agreement shall be governed by 2 CFR 200 and 1201 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The requirements and procedures of the OMB Circulars are incorporated by reference herein.
 - b. Financial Assistance Policy to Ban Text Messaging While Driving
 - I. Definitions: The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.:
 - 1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
 - 2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.
 - II. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, financial assistance recipients and sub-recipients of grants and cooperative agreements are encouraged to:
 - 1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging

while driving when on official Government business or while performing any work for or on behalf of the Government.

- 2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as the establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

2. The SUBRECIPIENT, for itself, its assignees and successors in interest agrees as follows:

a. Code of Standards for Employee Conduct

- I. The subrecipient shall maintain a written code of standards of conduct governing the performance of its employees engaged in the award and administration of USDOT programs. No employee, officer or agent of the subrecipient shall participate in the selection, or in the award or administration of a contract supported by USDOT funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: 1) the employee; 2) officer or agent; 3) any member of his or her immediate family; 4) his or her partner; or 5) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
- II. The subrecipient employees and agents will professionally represent USDOT while administering USDOT programs. This includes the use of professional conduct and attire while administering USDOT programs.
- III. The subrecipient named representative, officers, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from participants or potential participants, or Parties applying for any USDOT programs. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the recipient employees, or agents, or by contractors or their agents.

b. Compliance with Regulations: The SUBRECIPIENT shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

c. Nondiscrimination: The SUBRECIPIENT, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, national

origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SUBRECIPIENT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

- d. Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the SUBRECIPIENT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SUBRECIPIENT of the SUBRECIPIENT's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.
 - e. Information and Reports: The SUBRECIPIENT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to facilities as may be determined by the RTC or the USDOT to be pertinent to ascertain compliance with such Regulations or directives.
 - f. Sanctions for Noncompliance: In the event of the SUBRECIPIENT's noncompliance with the nondiscrimination provisions of this Agreement, the RTC shall impose such agreement sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
 - I. Withholding of payments to the SUBRECIPIENT under this Agreement until the SUBRECIPIENT complies, and/or
 - II. Cancellation, termination or suspension of this Agreement, in whole or in part. A cancellation or termination of this Agreement pursuant to this subsection shall not be subject to the Opportunity to Cure as provided in Article VI, subsection 5, above.
 - g. Agreements with subcontractors will include provisions making all subcontractor records available for audit by the RTC and/or the USDOT.
 - h. Incorporation of Provisions: The SUBRECIPIENT will include the provisions of Paragraphs (a) through (g) in every subcontract including those for procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto.
3. The SUBRECIPIENT shall, at its own expense, obtain and pay for all licenses, permits and/or fees and comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts of administrative bodies or tribunals

in any manner effecting the performance of this Agreement, including without limitation, workers' compensation laws, licensing laws and regulations.

4. SUBRECIPIENT is self-insured in the manner and in accordance with the terms of its self-insurance letter and certificate made a part hereof as Attachment B.
5. The SUBRECIPIENT and all successors, executors, administrators, and assigns of the SUBRECIPIENT's interest in the work or the compensation herein provided shall be bound by the terms of this Agreement.
6. In any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement, the decision of the Executive Director of the RTC, with the concurrence of the USDOT, if required, shall be final and conclusive as to all parties. Nothing herein contained shall impair the parties' rights to file suit in the District Courts of the State of Nevada.
7. Performance During Dispute: Unless otherwise directed by the RTC, the SUBRECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.
8. Rights and Remedies: The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the RTC or the SUBRECIPIENT shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
9. Except as provided herein and in subsection 10, SUBRECIPIENT shall indemnify, hold harmless and defend RTC from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged acts or omissions of the SUBRECIPIENT party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described herein. The SUBRECIPIENT's indemnification obligation is conditioned on it being served with written notice of any claim within ninety (90) days of the RTC's receipt of written notice of an actual or threatened claim or the RTC's receipt of a "Complaint" or other court documents asserting a cause of action. Except as provided herein and in subsection 10, RTC shall indemnify, hold harmless and defend SUBRECIPIENT from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged acts or omissions of RTC, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described herein. The RTC's indemnification obligation is conditioned on it being served with written notice of any claim within ninety

(90) days of the SUBRECIPIENT's receipt of written notice of an actual or threatened claim or the SUBRECIPIENT's receipt of a "Complaint" or other court documents asserting a cause of action.

10. To the extent applicable, the parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases, including indemnification liability under Section 9 above. Agreement liability of both parties shall not be subject to punitive, consequential or indirect damages. Actual damages for breach by either party shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid for the fiscal year budget in existence at the time of the breach.
11. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada District Courts for enforcement of this Agreement. Venue for any such actions shall be in Reno, Nevada.
12. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephone facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other parties at the addresses set forth below:

FOR RTC:

Bill Thomas, AICP
Executive Director
ATTN: Stephanie Haddock, CGFM
Director of Finance/CFO
Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite 300
Reno NV 89502
Phone: (775) 335-1845
E-Mail: shaddock@rtcwashoe.com

FOR SUBRECIPIENT:

Charlene Hart, Associate VP for Research

Administration

University of Nevada, Reno
1664 North Virginia Street, Mail Stop 325
Reno, NV 89557
Phone: (775) 784-4040
E-Mail: ospadmin@unr.edu

13. The RTC and SUBRECIPIENT are independent of and not as agents, employees, partners, or joint venturers of the other. Each party is and shall be an entity separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.

14. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, action or suit for personal injuries, property damage, compensation, or any other liability, whereby, damages, losses, and expenses are sought pursuant to the terms and provisions of this Agreement.
15. It is specifically agreed between the parties executing this Agreement that it is intended to create a contractual relationship solely between the RTC and the SUBRECIPIENT. It is further specifically agreed between the parties executing this Agreement that it is not intended by any provisions or any part of this Agreement, to create in, the public, or any member thereof, a contractual relationship between such persons and entities and the RTC.
16. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, acts of God, civil or military authority, acts of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, storms, failure of public transportation, or any other similar serious cause beyond the reasonable control of either party. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.
17. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
18. The SUBRECIPIENT acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the SUBRECIPIENT, or any other party pertaining to any matter resulting from this Agreement.
19. Information or documents may be open to public inspection and copying per the provisions of Chapter 239 of NRS.
20. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
21. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the activities which form the subject of this Agreement.

22. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of the RTC.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

REGIONAL TRANSPORTATION
COMMISSION
OF WASHOE COUNTY

By _____
Bill Thomas, AICP, Executive Director

BOARD OF REGENTS,
NEVADA SYSTEM OF HIGHER EDUCATION
on behalf of the University of Nevada, Reno

By _____
Charlene Hart
Associate VP for Research Administration

SAMPLE

Cooperative Agreement between
The United States Department of Transportation,
Office of the Secretary of Transportation,
Office of the Assistant Secretary of Transportation for Policy
And
the Regional Transportation Commission of Washoe County, Nevada

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1. SUMMARY FEDERAL AWARD INFORMATION

<u>Recipient Name:</u>	Regional Transportation Commission of Washoe County, Nevada
<u>Unique Federal Award Identification Number (FAIN):</u>	69A34520501080620
<u>Federal Award Project Title:</u>	Automatic Road Feature Extraction from State-Owned Mobile LiDAR Data for Traffic Safety Analysis and Evaluation
<u>Period of Performance:</u>	September 21 st , 2020 to September 20 th , 2021.
<u>Federal Award Date:</u>	September 18 th , 2020
<u>Total Amount of the Federal Award:</u>	\$298,600
<u>Total Approved Cost Share or In-Kind Contributions:</u>	See Section 12
<u>CFDA Number and Name:</u>	20.935 -- State and Local Government Data Analysis Tools for Roadway Safety
<u>Name and Contact Information of Grantor/AOR:</u>	Paul D. Teicher, paul.teicher@dot.gov (202)-366-4114

2. THE PARTIES IN THIS COOPERATIVE AGREEMENT

- A. This Cooperative Agreement shall be between the U.S. Department of Transportation (USDOT), Office of the Secretary (OST), Office of the Assistant Secretary of Transportation for Policy (OST-P) and the Regional Transportation Commission of Washoe County, Nevada, (herein “RTC Washoe” or “Recipient”).
- B. OST-P and Recipient will be known as the Parties within this Cooperative Agreement.

3. AUTHORITY

- A. The USDOT is authorized under 49 U.S.C. § 330(e) to initiate “grants, cooperative research and development agreements . . . and other agreements to fund, and accept funds from . . . State departments of transportation, cities, counties... to carry out joint transportation research and technology efforts.”
- B. The funding is from the Consolidated Appropriations Act, 2018, and the appropriation for Transportation Planning, Research, and Development (TPRD) in Fiscal Year 2018 (FY18), “for necessary expenses for conducting transportation planning, research, systems development, development activities, and making grants.” Per the joint explanatory statement that accompanied the Act, this funding is in support of the Congressional Directive to allocate a portion of FY18 TPRD to safety data and automated vehicle safety data initiatives.
- C. The Recipient confirms that it is authorized to enter into this Cooperative Agreement.
- D. All rights and obligations under this Cooperative Agreement only apply to the Parties in this Cooperative Agreement.

4. DEFINITIONS

- A. Agreement Office Representative (AOR). The individual assigned to serve as the OST-P’s liaison with the Recipient for technical and administrative matters regarding the Cooperative Agreement.
- B. Data. Recorded information, regardless of form or the media on which it may be recorded. The term includes both technical data (recorded information regardless of form

or media of a scientific or technical nature, including computer databases, their contents, and computer software documentation) and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

- C. Notice of Funding Opportunity (NOFO). *State and Local Government Data Analysis Tools to Support Policy and Decision Making for Roadway Safety*, DOT-OSTP-SDI-2019-002¹.
- D. Recipient Principal (RP). The individual identified as the Recipient's liaison with the Federal government for technical and administrative matters concerning the Cooperative Agreement.
- E. Recipient Alternative Principal (RAP): The individual identified as the Recipient's alternate liaison with USDOT for technical and administrative matters concerning the Cooperative Agreement. The RAP will take the place of the RP if the RP is unable to continue executing the Cooperative Agreement.
- F. Safety Data Initiative (SDI). USDOT-led safety effort involving multiple offices in USDOT, State, local, and tribal government partners, and other transportation safety stakeholders with a focus on data visualization, data integration, and use of predictive insights for policy and decision making.

5. OBJECTIVE, PROGRAM DESCRIPTION, GOALS

- A. The Cooperative Agreement supports the USDOT Safety Data Initiative² and is derived from the NOFO.
- B. The conversion of data into safety tools that are useful to practitioners is an identified area of need for State and local governments. The purpose of this Cooperative Agreement is to partner with the Recipient, along with its supporting partners, to develop, refine, and implement data tool applications that address specific roadway safety problems and can demonstrate deployment applications.
- C. The work herein will build upon the existing state of the practice and further the ability of the Recipient, USDOT, and other transportation safety stakeholders in strategically prioritizing and addressing roadway safety risks through data-informed decision making.

¹ <https://www.grants.gov/web/grants/view-opportunity.html?oppId=322472>

² <https://www.transportation.gov/content/safety-data-initiative>

Through this effort, OST-P seeks to build the capacity of State and local governments to use tools and information for safety policy and decision making.

- D. A successful Cooperative Agreement will apply information in a meaningful way that can lead to more precise, informed, effective, and/or efficient practices. The final work products will not only provide benefits to the Recipient where they are being applied, but will also provide blueprints in order to scale and replicate the tool(s) elsewhere. OST-P expects the deliverables to be used in derivative follow on work by other State, local, and Tribal jurisdictions, and for the deliverables required in this Cooperative Agreement to enable such transfer of knowledge.
- E. The Recipient is developing, refining, and implementing a safety tool identified in the Application as described in Section 6 Scope of Work.

6. SCOPE OF WORK

- A. Project will develop and execute a tool, the Automatic Road Feature Extraction from LiDAR (ARFEL) that automatically extracts highly accurate road geometric features from mobile light-detection-and-ranging (LiDAR) data collected on roads.
- B. The development, refinement, and implementation of the safety tool is described in application GRANT 12998165 for the NOFO. Unless otherwise noted in this Cooperative Agreement, the scope of work will be similar to the project details described in the Recipient's NOFO application (see Appendix 1).
- C. As stated in Appendix 1, the work performed in execution of this Cooperative Agreement benefits the Recipient by helping RTC Washoe analyze relationships between crashes and road factors, identify locations and characteristics of crashes using network screening, select appropriate countermeasures and strategies, and evaluate safety improvement projects.
- D. The intent of the Cooperative Agreement is for USDOT to receive the blueprints to the work performed herein to scale and replicate the tools elsewhere, while also providing benefits to the Recipient.
- E. The Recipient shall use LiDAR data from the Nevada Department of Transportation to extract safety-relevant features from the data for 18 road features.
 - I. Traveled way:
 - 1) Number of vehicle lanes;
 - 2) Vehicle lane width;

- 3) Bicycle lane existence;
- 4) Bicycle lane width;
- 5) Lane cross slope; and
- 6) Superelevation.

II. Shoulders:

- 1) Shoulder type;
- 2) Shoulder width; and
- 3) Roadside parking existence.

III. Medians:

- 1) Median type; and
- 2) Median width.

IV. Curbs:

- 1) Curb configuration; and
- 2) Curb height.

V. Pedestrian facilities:

- 1) Sidewalk existence;
- 2) Sidewalk width; and
- 3) Curb ramp slope.

VI. Roadside design:

- 1) Sideslope-foreslope; and
- 2) Driveway existence.

- F. The Recipient shall convert the LiDAR data in a LAS file format into two channel high resolution raster files for data labeling and extraction, and then overlay the transformed data on a GIS road network.
- G. Based on the transformed data, the project shall develop, train, and refine algorithms based primarily on deep learning methods – or other artificial intelligence methods - to extract the 18 data features using segmentation and classification methods. This may be supplemented with other methods to obtain the extracted data features automatically, as needed. The Recipient intends to use Python software, and develop two versions of the code: execution on ArcGIS that is Windows 10 compatible, and the cloud-based high-performance computation (HPC) service that often has Unix operation systems. Exception handling and logging shall also be performed to improve the trained models' ability to recognize patterns as accurately as possible. The outputs are the extracted data, which shall be converted to GIS data layers.

- H. The Recipient shall develop the ARFEL tool off of the algorithms and data. The project shall also develop a user guide on how to operate the software interface, label training data, transfer trained models, the inputs required for the data, and what to expect with the output results.
- I. At the end of this Cooperative Agreement, the final expected level of technological advancement will correspond to Level 7 in the Federal Highway Administration's Technology Readiness Level Guidebook³.

7. RECIPIENT RESPONSIBILITIES

- A. The Recipient shall send deliverables outlined in Section 9 to usdotsafetydatainitiative@dot.gov, except in instances where the deliverables are not written documents.
- B. The Recipient is responsible for successfully managing its internal financial, payment, and invoicing process with its financial management offices and the external process with OST-P. The Recipient shall establish an invoicing system through USDOT's Delphi invoice processing software. Instructions on how to set up an account are attached in Appendix 2. All invoices in Delphi from the Recipient must reference this Cooperative Agreement and the Line(s) of Accounting (LOA) assigned to this Cooperative Agreement. All invoices must include a Standard Form 270⁴.
- C. The Recipient shall furnish the necessary labor, facilities, material and equipment sufficient to successfully perform the tasks described herein. All contracts to execute or perform any task arising from this Cooperative Agreement must be awarded by the Recipient in accordance with the procurement standards of the Office of Management and Budget Circular (OMB), found in 2 CFR Part 200. The Recipient shall submit financial reports using procedures published in OMB Circular 2 CFR Part 200.
- D. Travel costs and per diem under this Cooperative Agreement in Section 9 Subpart E shall be reimbursed in accordance with the travel costs section of OMB Circular 2 CFR 200, Subpart E Cost Principles and Federal Travel Regulations (FTR). Per the Circular, the rates and amounts established in the Federal Travel Regulations in effect at the time of

³ <https://www.fhwa.dot.gov/publications/research/ear/17047/index.cfm> and <https://www.fhwa.dot.gov/publications/research/ear/17047/17047.pdf>

⁴ https://www.arc.gov/images/grantsandfunding/grantee_info/FormSF270-RequestforAdvanceorReimbursement.pdf

travel shall apply. The Recipient must provide documentation supporting the expenses and send it to usdotsafetydatainitiative@dot.gov before reimbursement is permitted.

- E. The Recipient shall not exceed \$2,600 in reimbursed travel expenses to execute this Cooperative Agreement.

8. OST-P RESPONSIBILITIES

A. OST-P and the AOR shall have the following responsibilities:

- I. Provide consultation and technical assistance in planning, implementing, and evaluating activities under this Cooperative Agreement.
- II. Monitor the Recipient's activities, progress in completing the deliverables outlined in Section 9, Cooperative Agreement compliance, and overall Recipient performance.
- III. Review deliverables required by the Cooperative Agreement and submitted to the AOR for acceptance within 10 business days. The AOR will either accept the deliverables (and provide payment, if applicable), or provide comments and edits to the deliverables. The AOR may designate other Federal officials to execute this duty, as needed.
- IV. Facilitate the exchange and transfer of successful program activities and information among all SDI NOFO Cooperative Agreement Recipients beyond this Cooperative Agreement's Recipient by planning and executing two Peer Exchanges: one virtual, one in person.
- V. Maintain effective communication with the Recipient during Monthly Progress Reports described in Section 9 Subpart B.
- VI. Provide all required forms to be used by the Recipient for reporting purposes, submitting deliverables, and receiving invoices under the Cooperative Agreement.
- VII. Provide the necessary information to invoice expenses related to the Cooperative Agreement to the Recipient, including the LOA.

9. DELIVERABLES

A. Kick-Off Meeting and Project Management Plan

- I. Conduct a teleconference kick-off meeting with OST-P.
- II. Submit to OST-P a Project Management Plan for approval by the AOR or OST-P designee. At a minimum, the Project Management Plan should contain the following elements:
 - 1) Description of **Tasks and Sub-Tasks** by which the project work activities will be organized, executed, and monitored.
 - 2) A **Project Schedule** (Gantt Chart or equivalent) displaying begin and end times for each Task and Sub-Task, plus achievement of Project Milestones.
 - 3) A **Staffing** Table, which identifies the RP, plus project staff and/or consultants that will lead and support each Task (or Sub-Task if appropriate).

B. Monthly Progress Reports

- I. Monthly Progress Reports shall be the main mechanism through which the Recipient and the AOR communicate about the project, and is required monthly except for the first month of the period of performance. Monthly Progress Reports include:
 - 1) Verbal discussion of the progress made to date.
 - 2) One-page written reports to document activities performed, anticipated activities, and any changes to schedule or anticipated issues.
 - 3) Sharing with OST-P the results, insights, and data visualization in support of the safety tool development derived from executing the deliverables in Section 9 Subparts C and D at least two times during the period of performance.

C. Analytic Design Plan

- I. Submit to OST-P the Analytic Design Plan for approval by the AOR or OST-P designee. At a minimum, the Analytic Design Plan shall contain the following elements:
 - 1) Roadway safety problem statement and accompanying research questions.
 - 2) Description of the current level of information used by practitioners to make decisions, and the knowledge gaps that exist.
 - 3) Description of how the end product tool addresses the knowledge gaps.
 - 4) Identification of data source(s) to be used.

- 5) Outlined steps required to prepare the data for analysis, including collection, cleaning, processing, management, and integration.
- 6) Analytic approach, including the methods to be employed, the unit of analysis, and the verification and validation steps required to affirm the results.
- 7) Identification of the partners that need to be involved during the analytic process.
- 8) Transfer of analytic results to a data visualization tool, and the types of visualizations to be employed.
- 9) Outlined steps to refine the analysis and results iteratively in support tool development, refinement, and implementation.
- 10) Activities to support testing, refinement, and implementation of the safety tool.
- 11) A Data Management Plan as described in Section 9 Subpart C II.

II. The Data Management Plan (DMP) shall describe how the documentation and final report end products required will be recorded and transferred to USDOT. The Recipient shall use guidance on creating data management plans for extramural research from the USDOT's Public Access guidance website (hosted by the National Transportation Library⁵), and at a minimum shall include:

- 1) A description of the data that the Recipient will be gathering in the course of the project, if any.
- 2) The anticipated formats that the data and related files will use.
- 3) A delineation of any access restrictions that may apply to the Recipient's data.
- 4) A description of how the Recipient intends to archive the data and why that particular option was chosen.

As needed, the DMP should be updated during the Cooperative Agreement's period of performance to any reflect modifications, including significant changes in data types or size, or any changes that may impact the collection, sharing, and preservation of the project data. Any DMP changes shall conform to the requirements in this Cooperative Agreement, and be included in the Monthly Progress Reports.

D. Safety Tool

- I. The Recipient shall submit the final ARFEL safety tool derived from the algorithms described in the Analytic Design Plan. After submission, the RP shall provide a virtual demonstration of the Safety Tool to OST-P within 5 business days of submitting the Safety Tool to the AOR.

⁵ <https://ntl.bts.gov/public-access/creating-data-management-plans-extramural-research>

- II. The final interactive data visualization tool for systemic safety analysis implemented at the end of the period of performance. The ARFEL tool shall also include the ArcGIS add-in software component.

E. Peer Exchanges and Webinar

- I. The RP shall, and the RAP along with up to two other contributors to the Recipient's project may, attend a virtual peer exchange sponsored and planned by OST-P.
 - 1) The virtual peer exchange will be held in September or October of 2020.
 - 2) The virtual peer exchange will be no longer than one day, and will require no travel from the RP and participants representing the Recipient.
 - 3) Recipient shall help inform the content of the virtual peer exchange upon request.
- II. The Recipient shall attend one in-person USDOT sponsored peer exchange sponsored and planned by OST-P.
 - 1) To be held in December of 2020, or January of 2021.
 - 2) The Recipient shall designate two officials to travel to Washington, DC, to participate.
 - 3) The peer exchange will be one full business day.
 - 4) Recipient shall help inform the content of the peer exchange upon request.
 - 5) If public health considerations do not permit a safe in-person peer exchange OST-P may, at its sole discretion, change the terms of Section 9 Subpart E II as appropriate, and will work with and advise the Recipient accordingly.
- III. The Recipient shall host one webinar to showcase the safety tool deliverable in Section 9 Subpart D.
 - 1) The Recipient shall identify the audience to provide the webinar to complete this deliverable.
 - 2) The Recipient shall determine whether it is appropriate to have the webinar sponsored by another entity including but not limited to State or regional groups, State or local officials, trade associations and/or USDOT.
 - 3) During the webinar the Recipient shall describe how other jurisdictions could replicate and apply the safety tool in their respective jurisdiction.
 - 4) Any lessons learned and other pertinent information derived from this Cooperative Agreement may be also included in the content.

Prior to finalizing the details of the webinar the Recipient shall consult with OST-P.

F. Final Report

- I. The Recipient shall submit to OST for approval a concise report on the work performed during the period of performance.
- II. The contents of the Final Report shall include, at a minimum:
 - 1) Roadway safety problem statement and accompanying research questions.
 - 2) Description of the previous knowledge gaps.
 - 3) Description of how the end product safety tool addresses the knowledge gaps.
 - 4) Description of the data used and methodological approach.
 - 5) Outline of the safety tool, the insights one can derive from the tool, and utility for policy and decision making by practitioners.
 - 6) Lessons learned, challenges, and opportunities based on the work performed.
 - 7) Technical Report Documentation Page⁶
 - 8) Web link to the supporting documentation, and information on how to obtain the end products.
 - 9) Be no more than 10 pages, and 12 point Times New Roman. Appendices and the Technical Report Documentation page do not count towards the 10-page limit.

The Final Report shall be available electronically and comply with the requirements of Section 508 of the Rehabilitation Act, Subpart B, Section 1194.22 - Web-based Intranet and Internet Information and Applications.

G. Documentation and End Products

- I. The Recipient shall provide OST-P with documentation of the work performed and end products in accordance with the terms of the executed Cooperative Agreement and the Data Management Plan.
 - 1) The Final Report and Data Management Plan shall be available to the public.
 - 2) Other Documentation and End Products to be provided to OST-P to complete the requirements of this deliverable are outlined in Section 9 Subpart G III.

⁶ See <https://research.transportation.org/Report-Guidelines-and-Requirements/> for information on filling out a Technical Report Documentation Page.

- 3) The submission of Documentation and End Products that will be publicly available shall be in accordance with the USDOT Public Access Plan⁷, and will be made publicly available through the National Transportation Library's Repository & Open Science Access Portal (ROSA P), as well as other places on USDOT's website⁸.

The Recipient shall submit the information required in Section 9 Subpart G I to the National Transportation Library by following the instructions on the Submit Content webpage⁹.

- II. The Recipient shall provide a complete data package to OST-P, and shall include at a minimum:

- 1) Datasets to be provided to OST-P as described in Section 9 Subpart G III.
- 2) The final Data Management Plan.
- 3) A Readme.txt file which includes the data dictionary and other important information so that future users of the dataset(s) provided to OST-P can understand the dataset without necessarily referencing the Final Report.
- 4) A metadata file in DCAT-US Schema v1.1 (Project Open Data Metadata Schema) json¹⁰.
- 5) Codes and scripts to be provided to OST-P as described in Section 9 Subpart G III.
- 6) Supporting tables and information.

- III. The Recipient shall submit the following additional End Products and Documentation to OST-P for approval:

- 1) End Products and Documentation to be made available to USDOT, and any State, local, and Tribal government jurisdiction:
 - a. The software, methods, and both the source and object codes that are used in the execution of the ARFEL tool under this Cooperative Agreement. The information shall be sufficiently documented so that a USDOT employee or designee can run the accompanying software,

⁷ <https://ntl.bts.gov/public-access>

⁸ <https://rosap.ntl.bts.gov/>

⁹ <https://rosap.ntl.bts.gov/submitContent>

¹⁰ See <https://resources.data.gov/schemas/dcat-us/v1.1/>, and <https://resources.data.gov/schemas/dcat-us/v1.1/metadata-resources/for-templates>

methods, and codes and receive the expected resulting output, and replicate the safety tool.

- b. Training datasets, evaluation results of the tested algorithms used in the ARFEL safety tool, and an extract of the LiDAR dataset used in the safety tool. This dataset will be hosted by USDOT, and may be a subset of all the data used by the Recipient to perform the Project work. At a minimum, the dataset shall contain at least 100 miles of roads captured in LiDAR that are transformed into raster files, include all types of functional classifications with available data, and be formatted to easily import into the safety tool.
 - c. User guide that describes how to operate the software interface, label training data, transfer trained models, the inputs required for the data, and what to expect with the output results.
- IV. In accordance with the requirements of 17 U.S.C. 201 and 35 U.S.C. Chapter 18, the Recipient shall retain ownership of any pre-existing intellectual property used in, and any intellectual property created in the conduct of this Cooperative Agreement. The Recipient shall provide USDOT a worldwide, non-exclusive, sub-licensable, fully paid-up, royalty-free, perpetual, and irrevocable license granting USDOT the right to use, reproduce, distribute, modify, create derivative works, publicly (and digitally) perform and/or display, the Data, as well as to make or have made, and import any developed or such discovered intellectual property for Government purposes, including the right to provide such intellectual property to State and local government partners for their use in evaluating and potentially resolving critical transportation safety issues for all Documentation and End Products described in Section 9 Subpart G III. Licenses shall be at least equal to the rights afforded the federal government under the standard rights provisions found in 2 CFR 200.315 for all Data, as herein defined, and shall include the above rights under any copyright or patent to any software used in or developed in satisfaction of this Cooperative Agreement.

10. DELIVERABLES SUMMARY

A. By signing this Cooperative Agreement, the Recipient acknowledges that the following deliverables are expected to be completed within the period of performance. Below is a summary and timeline.

Deliverable	Approximate Due Date
Kick-Off Meeting – Section 9 Subpart A.	Within 15 business days after execution of cooperative agreement.
Project Management Plan – Section 9 Subpart A.	Within 15 business days after execution of cooperative agreement.
Monthly Progress Reports – Section 9 Subpart B.	Monthly, except the first month.
Analytic Design Plan – Section 9 Subpart C.	Within 30 calendar days after the execution of cooperative agreement.
Safety Tool – Section 9 Subpart D.	11 months after the execution of cooperative agreement.
Peer Exchanges and Webinar – Section 9 Subpart E.	I. Virtual Peer Exchange: September or October of 2020 II. In-Person Peer Exchange: December 2020 or January 2021 III. Webinar: During period of performance
Final Report – Section 9 Subpart F	11 months after execution of the cooperative agreement.
Documentation and End Products – Section 9 Subpart G.	11 months after execution of the cooperative agreement.

B. Failure to complete the above listed deliverables may result in early termination by OST-P.

11. FUNDING DISBURSEMENT CONDITIONS

- A. Upon award of the Cooperative Agreement, no funds will be distributed.
- B. Funds will be distributed only after satisfactory completion of the deliverables. Deliverables outlined in Section 9 Subparts A (Project Management Plan), C (Analytic Design Plan), D (Safety Tool), F (Final Report), and G (End Products and Documentation) shall be reviewed and approved by OST-P before they are considered complete and funds will be disbursed. The funding amounts for deliverables outlined in Section 9 Subparts A, C, D, F, and G will be specified fixed amounts.
- C. Deliverables outlined in Section 9 Subpart E will be a separate line item and will be reimbursed based on the costs incurred to perform those activities. Reimbursements for activities in Section 9 Subpart E will be based on actual costs but shall not exceed \$5,600. The cost of travel shall be in accordance to General Service Administration per diem and transportation fare rates¹¹, and Federal Travel Regulations.
- D. Below outlines the fund distribution upon acceptable completion of the deliverables.

Cooperative Agreement Deliverables and Funds Disbursed	
Deliverable(s) Completed	Funding Disbursed Upon Completion
Project Management Plan and Analytic Design Plan outlined in Section 9 Subparts A and C	\$145,000
Safety Tool outlined in Section D	\$74,000
Final Report and Documentation and End Products outlined in Section 9 subparts F and G	\$74,000
Peer Exchanges and Webinar outlined in Section 9 Subpart E	Not to exceed \$3,000
Travel required in Section 9 Subpart E	Not to exceed \$2,600

¹¹ See <https://www.gsa.gov/travel/plan-book/per-diem-rates> and <https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates/city-pair-program-cpp>

12. IN-KIND CONTRIBUTIONS

- A. The execution of the Cooperative Agreement shall involve the following in-kind contributions:

Road data for safety analysis as described in Section 9 Subpart G III (b).

- B. The contributions will be noted in the invoices Delphi on Standard Form 270.

13. RECORD RETENTION AND AUDIT INVESTIGATION

- A. The Recipient will retain all documents, files, books, and records relevant to the execution and implementation of the conditions of this Cooperative Agreement for a period of not less than three (3) years from the date of final payment by the AOR under this Cooperative Agreement, except, if any litigation, dispute, exception, or audit is commenced. Should any of these occur, cases, records and other materials shall be retained until the litigation, dispute, exception, or until the audit is judicially or administratively finalized.
- B. The DOT Inspector General and the Comptroller General of the United States may at all reasonable times investigate and audit the offices of the Recipient including all documents, papers, books, and records relevant to the execution and implementation of the terms of this Cooperative Agreement.

14. USDOT REPRESENTATIVE

- A. The AOR shall represent USDOT under the Agreement and may exercise all rights under the Agreement. The AOR may delegate these responsibilities at any time to other Federal officials, as needed.
- B. The AOR will serve as the Contracting Officers Technical Representative (COTR).
- C. The address for receipt of notice and other correspondence for this Cooperative Agreement:

Mr. Paul D. Teicher

Senior Policy Analyst

Office of the Assistant Secretary of Transportation for Policy, Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Ave., SE, Washington, D.C., 20590
Telephone: 202-366-4114
Email: usdotsafetydatainitiative@dot.gov

15. RECIPIENT REPRESENTATIVE

- A. The named RP, James Weston, shall represent the Recipient under this Cooperative Agreement and may exercise all rights secured to the Recipient under this Cooperative Agreement. The named RAP, Daniel Doenges, shall be an alternate representative under this Cooperative Agreement and may exercise all rights secured to the Recipient under this Cooperative Agreement if delegated from the RP to the RAP. The Recipient may delegate these RP and RAP responsibilities to any other employee with written notice to the AOR.
- B. Please provide address for receipt of notice and other correspondence for this Cooperative Agreement:
- RTC Washoe County
1105 Terminal Way Suite 211; Reno, NV 89502

16. PERIOD OF PERFORMANCE

- A. The period of performance of the Agreement shall be for a one (1) year period, from September 21st, 2020 to September 20th, 2021.
- B. Upon a showing of good cause by the Recipient, the Parties may jointly agree to additional extensions if necessary to complete all deliverables. No additional funding will be added to this Agreement for any extension of the period of performance granted under this section.

17. FOLLOW ON WORK

- A. This Cooperative Agreement does not have option years or the possibility of additional funding.
- B. OST-P, or another office within USDOT, may choose through a separately funded agreement or contract to continue the activities under this Cooperative Agreement as follow-on work. The follow-on work may include but is not limited to any of the following activities:
 - I. Further refinement, development, or implementation of the Safety Tool.
 - II. Technical assistance in the replication of the safety tool in other jurisdictions.
 - III. Assistance in scaling the Safety Tool or other End Products through USDOT activities.
 - IV. Dissemination of the Safety Tool or other End Products to other transportation safety stakeholders, including but not limited to peer exchanges, conferences, and other events.
- C. A contract or cooperative agreement for such follow-on work may be with the Recipient, or a vendor that supported the Recipient in the execution of this Cooperative Agreement.

18. TERMINATION OF AGREEMENT

- A. Termination for Cause
 - I. USDOT may terminate this Cooperative Agreement, in whole or in part, at any time before the date of completion, if USDOT has determined that the Recipient has failed to comply with any conditions of the Agreement.
 - II. USDOT shall promptly notify the Recipient in writing of the determination and the reasons for the termination, together with the effective date.
 - III. Upon termination, USDOT shall remain liable to the Recipient for valid invoices and valid obligations incurred and submitted to USDOT prior to the effective date of termination, so long as costs are consistent with and otherwise payable under the Agreement.
- B. DOT Termination for Convenience

- I. DOT may terminate this Cooperative Agreement, in whole or in part, for the convenience of the government and without stated cause, upon prior written notice of thirty (30) days to the Recipient of OST-P's intention to terminate.
 - II. Upon termination, USDOT shall remain liable for allowable and approved invoices and costs the Recipient incurred prior to the effective date of termination, as long as such costs are consistent with and otherwise payable under the Agreement.
- C. Termination by Recipient
- I. The Recipient may terminate this Cooperative Agreement with written notice of sixty (60) days of its intention to terminate. Upon termination, USDOT shall remain liable only for allowable and approved invoices and costs incurred by the Recipient prior to the effective date of termination to the extent such costs are otherwise consistent with and payable under the Agreement.

19. MISCELLANEOUS CONDITIONS

- A. Cost Principles and Uniform Requirements
- I. This Cooperative Agreement shall be governed by 2 CFR 200 and 1201 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The requirements and procedures of the OMB Circulars are incorporated by reference herein.
- B. Data Universal Numbering System (DUNS)/Unique Entity Identifier Number (UEI)
- I. Organizations are required to provide a DUNS/UEI number when receiving a Federal grants or Cooperative Agreements. OMB has determined that there is a need for improved statistical reporting of Federal grants and Cooperative Agreements. The use of the DUNS/UEI number government-wide will provide a means to identify entities receiving those awards and their business relationships. The identifier will be used for tracking purposes, and to validate address and point of contact information. The DUNS/UEI number will supplement other identifiers required by statute or regulation, such as tax identification numbers.
- C. System for Awards Management (SAM)

- I. The Recipient is required to register with the System for Awards Management at www.beta.SAM.gov. To receive payment, the Contractor's registration must include the banking information required for electronic funds transfer.

D. Financial Assistance Policy to Ban Text Messaging While Driving

- I. Definitions: The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.:
 - 1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
 - 2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.
- II. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, financial assistance recipients and sub-recipients of grants and Cooperative Agreements are encouraged to:
 - 1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when on official Government business or while performing any work for or on behalf of the Government.
 - 2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as the establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- III. Recipients and sub-recipients of financial assistance to include: grants, Cooperative Agreements, loans and other types of assistance, shall insert the substance of this subpart, including this paragraph, in all assistance awards.

E. Code of Standards for Employee Conduct

- I. The Recipient shall maintain a written code of standards of conduct governing the performance of its employees engaged in the award and administration of USDOT programs. No employee, officer or agent of the recipient shall participate in the selection, or in the award or administration of a contract supported by USDOT funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: 1) the employee; 2) officer or agent; 3) any member of his or her immediate family; 4) his or her partner; or 5) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
- II. The Recipient employees and agents will professionally represent USDOT while administering USDOT programs. This includes the use of professional conduct and attire while administering USDOT programs.
- III. The Recipient RP, officers, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from participants or potential participants, or Parties applying for any USDOT programs. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the recipient employees, or agents, or by contractors or their agents.

20. ENTIRE AGREEMENT

- A. This document embodies the entire Cooperative Agreement between the Recipient and the USDOT. This Cooperative Agreement may be amended, altered, or any of its provisions waived only in writing and signed by both Parties.

21. PARTIES EXECUTING THIS COOPERATIVE AGREEMENT

Effective Date: September 21st, 2020

Award and Obligation Amount: \$298,600

Period of Performance: September 21st, 2020 to September 20th, 2021

This Cooperative Agreement is entered on this day _____ of _____ by the United States Department of Transportation, Office of the Assistant Secretary of Transportation for Policy in Washington, District of Columbia.

By: _____

Maria Lefevre, Executive Director

Office of Under Secretary of Transportation for Policy

Office of the Secretary

U.S. Department of Transportation

This Cooperative Agreement is entered by the Recipient.

By: _____

(Signature)

Date: _____

(month/day/year)

(Print Name)

Title: _____

Appendix 1 GRANT12998165 Application:

See PDF titled “Automatic Road Feature Extraction from State-Owned Mobile LiDAR Data for Traffic Safety Analysis and Evaluation.”

Appendix 2 Delphi eInvoicing System:

The Department of Transportation utilizes the Delphi eInvoicing web-portal for processing invoices. For vendors submitting invoices, and certain grantees submitting payment requests, they shall be required to submit invoices to OST electronically via the Delphi eInvoicing web-portal which is accessed via <https://einvoice.esc.gov>, and is authenticated via www.login.gov. All persons accessing the Delphi eInvoicing web-portal shall be required to have their own unique user Delphi eInvoicing ID and be credentialed through login.gov. See www.login.gov for instructions.

Delphi eInvoicing System for DOT Financial Assistance Awardees:

- Subject to the requirements in 2 CFR 200, payments will be made after receipt of the required SF270 form.
- Each payment request must be made electronically via the Delphi eInvoicing System.

The following are the procedures for accessing and utilizing the Delphi eInvoicing System:

General Recipient Requirements:

- a. Recipients (organization participating in Cooperative Agreement) must have internet access to register and submit payment requests through the Delphi eInvoicing system.
- b. Recipients must submit eInvoice requests electronically and OST must process payment requests electronically.
- c. Recipients must submit at a minimum the required forms (SF270) and supporting documentation (receipts, itineraries, travel documentation, and event agendas) and obtain approval by the RAD prior to uploading invoices into the Delphi system for payment.
- d. All invoices that have been submitted, approved, and paid will not be adjusted or recalculated by the AOR to reimburse for miscalculated rates provided by the recipient.

- e. The recipient shall follow the invoice/payment process for the close out of the contract with the AOR.
- f. The recipient shall not submit request for payment for any costs accrued outside the agreement timeframe of Period of Performance unless the Agency has granted the Recipient pre-award Authority under 2 CFR 200.458.

Invoice Requirements

- a. In order to receive payment and in accordance with the Prompt Payment Act, all invoices submitted as attachments in the Delphi eInvoicing web-portal shall contain the following:
 - i. Invoice number and invoice date;
 - ii. Period of performance covered by invoice;
 - iii. Cooperative agreement title and FAIN;
 - iv. Deliverable;
 - v. Amount billed (by Contract Line Item Number), current and cumulative;
 - vi. Total (\$) of billing;
 - vii. Cumulative total billed for all contract work to date; and
 - viii. Name, title, phone number, and mailing address of person to be contacted in the event of a defective invoice.
- b. All invoices which include charges pertaining to travel expenses shall catalog a breakdown of reimbursable expenses with the appropriate receipts to substantiate the travel expenses.

System Access Requirements and Information:

- a. All persons accessing the Delphi eInvoicing web-portal shall be required to have their own unique user Delphi eInvoicing ID and password and be credentialed through login.gov. To create a login.gov account, the user will need a valid email address and a working phone number. The user shall create a password and then login.gov will reply with an email confirming the email address. Click on the following link for instructions on establishing a login.gov account: <https://login.gov/help/>.
- b. Electronic Authentication is done through login.gov.
- c. Agency POCs will be responsible for communicating with Recipient POCs to initiate the Delphi eInvoicing account creation process. Recipient POCs who will require access to the eInvoicing web-portal for invoice submission and

payment tracking purposes shall be required to provide their full name, valid email address, and current phone number to the agency POC to initiate the Delphi eInvoicing web-portal account. Recipient users and the agency POC will be notified via e-mail when the account is created. The Recipient user will be provided detailed instructions for logging into their Delphi eInvoicing account.

The OST POC is:

Ashle Moore: Ashle.Moore.ctr@dot.gov, (202)-366-5103

To initiate this process, you are requested to provide OST with information (organization name, FAIN number, and up to two Point of Contact (POC) full names and their email addresses) as shown on the table below.

Organization Name	FAIN #	Primary POC First Name	Primary POC Last Name	Primary POC email	Secondary POC First Name	Secondary POC Last Name	Secondary POC email

Email the above information to the following email address: Ashle.Moore.ctr@dot.gov. Please note that the POCs you provide are the individuals you authorize to submit invoices to OST on behalf of your organization. Your POCs will then receive a welcome letter from Delphi eInvoicing processing center with instructions on creating a Login.gov user account. This account can then be used to access the eInvoicing web-portal at <http://einvoice.esc.gov>

- d. If the Recipient has any general questions or issues accessing the iSupplier web-portal, please have them contact the ESC iSupplier helpdesk either at:

<https://einvoice.esc.gov/>

Call Delphi helpdesk at 1-866-641-3500, option #4, then option #3

Training on Delphi. To facilitate use of DELPHI, comprehensive user information is available at <http://einvoice.esc.gov>.

Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<https://einvoice.esc.gov>).

- e. The Recipient shall contact their AOR when POCs leave their organization or will no longer be submitting invoices, with the full name, title, phone number, e-mail address, and user ID of the POC. The user ID will then be

removed. If a user ID becomes inactive/times out due no activity by the POC, the Recipient shall contact their AOR with the full name, title, phone number, e-mail address, and user ID of the POC to be reactivated. To prevent being timed out due to no-activity, users shall login once within 45 days of their last login.

- f. For account management, the Recipient is responsible to contact the Delphi Help Desk when their organization's points of contacts will no longer be submitting invoices so they can be removed from the system. Instructions for contacting the Delphi Help Desk can be found at <http://einvoice.esc.gov>.
- g. On a case by case basis, the Department of Transportation Financial Management officials may waive the requirement to register and use the DELPHI eInvoicing System. Waiver request forms can be obtained on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the COR. All Vendors shall explain why they are unable to use or access the Internet to register and enter payment requests. All waiver requests shall be sent via mail to:

Director of the Office of Financial Management US Department of Transportation, B-30
Office of Financial Management, Room W93-431 1200 New Jersey Avenue SE
Washington DC 20590-0001 or electronically to: DOTeInvoicing@dot.gov

The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days. If a Vendor is granted a Waiver, Requests for Advance or Reimbursement and required supporting documents, shall be sent via regular U.S. Postal Service to the following address:

MMAC OST/AMZ-160
6500 MacArthur Blvd.
Oklahoma City, OK 73169
Attention: (Accounting Technician) and (Contract Specialist)

Express Delivery Point of Contact: Lead Account Technician, 405-954-8252

All invoices, regardless of submission method, shall identify the AOR as the invoicing point of contact.

Appendix 3 EInvoice Invoice Creation:

See PDF "EInvoice Invoice Creation."

Attachment B



NEVADA SYSTEM OF HIGHER EDUCATION PROOF OF SELF-INSURANCE COVERAGE

The Board of Regents of the Nevada System of Higher Education are often requested by outside parties to provide evidence of insurance coverage in conjunction with agreements and contracts negotiated by its employees on NSHE campuses. Examples of situations where the campuses may be required to provide evidence of insurance include:

- Using an off-campus location to host an event, ceremony, athletic event, theatre production, practice space, job fair, educational outreach event, etc.
- Leasing or renting equipment, motor vehicle(s), or real estate
- Research grant sub-awards
- Affiliation (non-healthcare/medical related) and Professional Services Agreements

The Nevada System of Higher Education is self-insured for General, Automobile and Professional liability exposures funded by the State of Nevada. The NSHE Risk Management office has developed a Certificate of Self-Insurance Coverage document to illustrate the self-funded retention levels maintained for each liability program. **Under the self-insurance program, NSHE is not able to issue individual certificates of insurance or add an Additional Insured.**

The self-insurance program is administered by the Nevada Attorney General's Office. Claims are handled in accordance with Chapter 41 of the Nevada Revised Statutes. NRS 41.035 limits the amount of damages that can be awarded against an employee of the NSHE to \$100,000 per cause of action. This cap applies to claims brought under Nevada, in a Nevada Court. It does not apply to claims brought in federal court or in another state.

The State of Nevada and NSHE have a Public Entity Retained Limit Liability Policy in excess of the \$3,000,000 SIR. A certificate of insurance and additional insured status may be available under the Special General Liability Policy for situations where the campuses are required to provide evidence of insurance outside of Nevada; or for agreements requiring limits of insurance over the \$3,000,000 SIR.

Please contact the Risk Manager at the specific NSHE campus where you are contacting if you have insurance coverage questions:

- <https://www.unr.edu/bcn-nshe> (UNR, TMCC, WNC, GBC, DRI)
- <https://rms.unlv.edu/> (UNLV, CSN, NSC)

**CERTIFICATE OF
SELF-INSURANCE COVERAGE**

**Board of Regents of the Nevada System of
Higher Education
Risk Management Dept, Mail Stop 014
2601 Enterprise Rd.
Reno, NV 89512
775-784-3472**

This Certificate is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Certificate. This Certificate may only be copied, printed and distributed by an authorized viewer for its internal use. Any other use, duplication or distribution of the Certificate without the written consent of the Board of Regents of the Nevada System of Higher Education is prohibited.

ENTITIES AFFORDING COVERAGE

COMPANY LETTER **A** Participation
Board of Regents of the Nevada System of Higher Education **100%**

COVERAGES

THIS IS TO CERTIFY THAT THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITIES DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO THE PROVISIONS OF THE NEVADA REVISED STATUTES, CHAPTER 41.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURENCE	Self-Insured	Sept 1, 2019	Aug 30, 2020	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PERSONAL & ADV INJURY CONTRACTUAL LIABILITY EACH OCCURENCE	\$ NOT APPLICABLE \$ 3,000,000 \$ 3,000,000 \$ 3,000,000 \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	Self-Insured	Sept 1, 2019	Aug 30, 2020	COMBINED SINGLE LIMIT BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE	\$ NOT APPLICABLE \$ 3,000,000 \$ 3,000,000 \$ 3,000,000
	PROPERTY <input type="checkbox"/> FIRE & EXTENDED PERILS				EACH OCCURENCE AGGREGATE AGGREGATE	\$ \$
	WORKERS' COMPENSATION & EMPLOYERS LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE - POLICY LIMIT DISEASE - EACH EMPLOYEE	\$ \$ \$ \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

CERTIFICATE HOLDER:
APPLICABLE PARTY AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

PROOF OF SELF-INSURANCE

CANCELLATION:
SHOULD THE REGENTS ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE REGENTS WILL UPDATE PROOF OF SELF-INSURANCE ON ITS WEBSITE. THE REGENTS SHALL NOT BE OBLIGATED TO PROVIDE INDIVIDUAL NOTICE TO VENDORS OR OTHERS.

BY:

Lisa Schaller

NSHE, Director of Insurance & Loss Management

AUTHORIZED REPRESENTATIVE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 18, 2020

AGENDA ITEM 3.15

TO: Regional Transportation Commission

FROM: Jeff Wilbrecht, P.E.
Engineer II

Bill Thomas, AICP
Executive Director

SUBJECT: Virginia Street Bus RAPID Transit Extension Project – Plumb to Liberty & Maple to 15th – North Virginia Roundabout Monument Sign Agreement with University of Nevada, Reno

RECOMMENDATION

Approve the Property Acceptance Agreement between the RTC and University of Nevada, Reno which provides terms to the completion of monument located within the center of the roundabout constructed as part of the Virginia Street Bus RAPID Transit Extension Project that will ultimately be owned and maintained by the University; authorize the RTC Executive Director to execute the agreement.

SUMMARY

The Virginia Street Bus RAPID Transit Extension Project includes the construction of many improvements within the vicinity of the University of Nevada, Reno. During the development of the project, the City of Reno and University of Nevada, Reno agreed to various responsibilities of maintenance, ownership, and liability of improvements included in the project scope. Specifically the monument infrastructure within the center of the North Virginia Street roundabout near the West Stadium Parking Garage.

The subject agreement provides terms for both RTC and the University of Nevada, Reno. These include documentation of the completion of the monument following the project plans and specifications, documentation of the 1-year warranty of constructed improvements, and the conclusively presumed accepted right, title and ownership interest of the monument by the University of Nevada, Reno.

PREVIOUS ACTIONS BY BOARD

August 20, 2020 Approved Change Order No. 17 to the Sierra Nevada Construction contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project

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.

Attachment

PROPERTY ACCEPTANCE AGREEMENT

This Property Acceptance Agreement (this “Agreement”) is made and entered into this _____ day of September, 2020 (“Effective Date”), by and between the Regional Transportation Commission of Washoe County, Nevada (“RTC”), and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno (“University”, and together with the RTC, the “Parties”).

RECITALS

WHEREAS, the RTC is currently constructing that certain Virginia Street Bus RAPID Transit Extension Project Phase 2 (the “Project”) pursuant to an Interlocal Agreement between the RTC and the City of Reno, Nevada (the “City”);

WHEREAS, the Project includes a landscaped circular intersection/roundabout at the intersection of North Virginia Street and UNR Way, Reno Nevada (the “Roundabout”);

WHEREAS, the Project includes a monument/sign and related electrical utilities within the Roundabout as more fully depicted in Exhibit A (the “Monument”);

WHEREAS, the University and the City entered into an Interlocal Agreement dated _____, 2020, in which University and City, in relevant part, (i) acknowledged and agreed that the Roundabout would become and remain the property of the City upon completion of the Project, (ii) acknowledged and agreed that the Monument would become and remain the property of the University upon completion of the Project, (iii) City expressly disclaimed any right, title or ownership interest in or to the Monument, and (iv) City agreed to grant University a permanent signage and access easement allowing the Monument to be located, operated and maintained within the Roundabout;

WHEREAS, this Agreement describes the process by which the University will accept ownership of the Monument upon completion of the Project.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into the Agreement by this reference, the Parties each mutually agree as follows:

1. RTC shall ensure the Monument is constructed in compliance with the approved Project plans and specifications. RTC shall guarantee that the quality of the material and workmanship used will be satisfactory for a period of one year after the date of final acceptance of the project by RTC.
2. The RTC will notify the University in advance of the date RTC expects to achieve substantial completion of the Monument. Substantial completion of the Monument is scheduled for early October 2020.
3. The RTC shall achieve completion of construction of the Project. The RTC will provide the University with notice of completion of construction of the Project.

4. Upon completion of construction of the Project and acceptance of ownership of the rest of the Project by the City, the University shall be conclusively presumed to have accepted all right, title and ownership interest in or to the Monument and, subject to Section 1 above, shall provide, at its sole cost, all maintenance, repair and utilities (electric) to the Monument pursuant to the terms of the Interlocal Agreement between the University and the City dated _____, 2020. Upon completion of construction of the Project and acceptance of ownership of the rest of the Project by the City, RTC shall have no right, title or ownership interest in or to the Monument.

5. **INDEMNIFICATION.**

- a. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, inclusive, University shall indemnify, defend, and hold harmless RTC from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any negligent act or omission by University or any of its officers, employees or agents, which may occur during or which may arise out of the performance of this Agreement. University will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. University's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 or other applicable provisions or limitations.
- b. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, inclusive, RTC shall indemnify, defend, and hold harmless University from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any negligent act or omission by RTC or any of its officers, employees or agents, which may occur during or which may arise out of the performance of this Agreement. RTC will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. RTC's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 or other applicable provisions or limitations.

6. **INSPECTION & AUDIT.**

- a. Books and Records. The Parties respectively agree to keep and maintain full, true and complete records, contracts, books and documents as are necessary to maintain by law concerning the subject matter of this Agreement.
- b. Inspection & Audit. The Parties respectively agree that all relevant (but only relevant) books, and records (written, electronic, computer related or otherwise), including, without limitation, documentation related to the terms herein, shall be subject, at any reasonable time during normal business hours, to inspection, examination, review, audit and copying by the other party, at any office or location where such records may be found, upon reasonable prior written notice by the reviewing party, or any of its authorized representatives.

c. Period of Retention. All books, records reports and statements relevant to this Agreement (but only such relevant documents) shall be retained for the period of time set forth as required under Nevada law. Such retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

7. **NOTICE.** Notices required under this Agreement shall be given as follows:

To RTC: Attn: Director of Engineering
 Regional Transportation Commission
 1105 Terminal Way, Suite 108
 Reno, Nevada 89502

To UNR: Attn: General Counsel
 University of Nevada, Reno
 Mail Stop 0550
 Reno, Nevada 89557-0550

8. **ENTIRE AGREEMENT.** This Agreement contains all the commitments and agreements of the Parties. Prior or contemporaneous oral or written commitments not contained herein shall be of no force or effect to alter any term or condition of this Agreement. Unless otherwise provided herein, the terms of this Agreement may be modified only by written agreement signed by the respective Parties hereto.

9. **GOVERNING LAW; VENUE.** This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The venue for any action to enforce or interpret this Agreement shall be the Second Judicial District, Washoe County, Nevada.

10. **SEVERABILITY.** The provisions hereof are severable, and if any provision contained in this Agreement is held to be unenforceable by any court of competent jurisdiction, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

11. **NO WAIVER.** Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach

12. **FORCE MAJUERE.** Neither party shall be deemed to be in violation of this Agreement if it is prevented or delayed from performing any of its obligations hereunder due to accidents, floods, slides, fires, earthquakes, winds, storms, explosions, natural disasters, or other casualties of any nature; enemy or hostile governmental action; wars, blockades, insurrections, or civil disorder; strikes, lockouts or labor disputes; law, order, proclamation, ruling, regulation, directive, or ordinance of any governmental authority having jurisdiction; pandemics, epidemics, or other outbreaks of disease or infection; or unanticipated interruption of basic services. In such an event the intervening cause must not be through the fault of the party asserting such an excuse,

and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

13. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party. Any attempted assignment made in violation of this Section 15 shall be void.

14. **NO THIRD-PARTY BENEFICIARIES.** The Parties expressly disclaim the creation of any right in any third-party whatsoever under this Agreement. There are no third-party beneficiaries. The only parties who may enforce this Agreement, and with any rights under this Agreement, are the RTC and University.

15. **INDEPENDENT PUBLIC AGENCIES.** The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. With respect to the performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of any employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities and obligations of the other agency or any other parties.

16. **COUNTERPARTS.** This Agreement may be executed in a number of counterparts and such counterparts may be combined to establish a fully executed document. In addition, an electronic signature shall be valid for all purposes.

17. **PROPER AUTHORITY.** The Parties represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in this Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the day and year first written above.

REGIONAL TRANSPORTATION
COMMISSION OF WASHOE COUNTY,
NEVADA

BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION ON
BEHALF OF THE UNIVERSITY OF
NEVADA, RENO

By: _____
Bill Thomas, AICP
Executive Director

By: _____

Chancellor

Recommended:

By: _____
Marc Johnson
UNR President

SAMPLE

EXHIBIT A-1

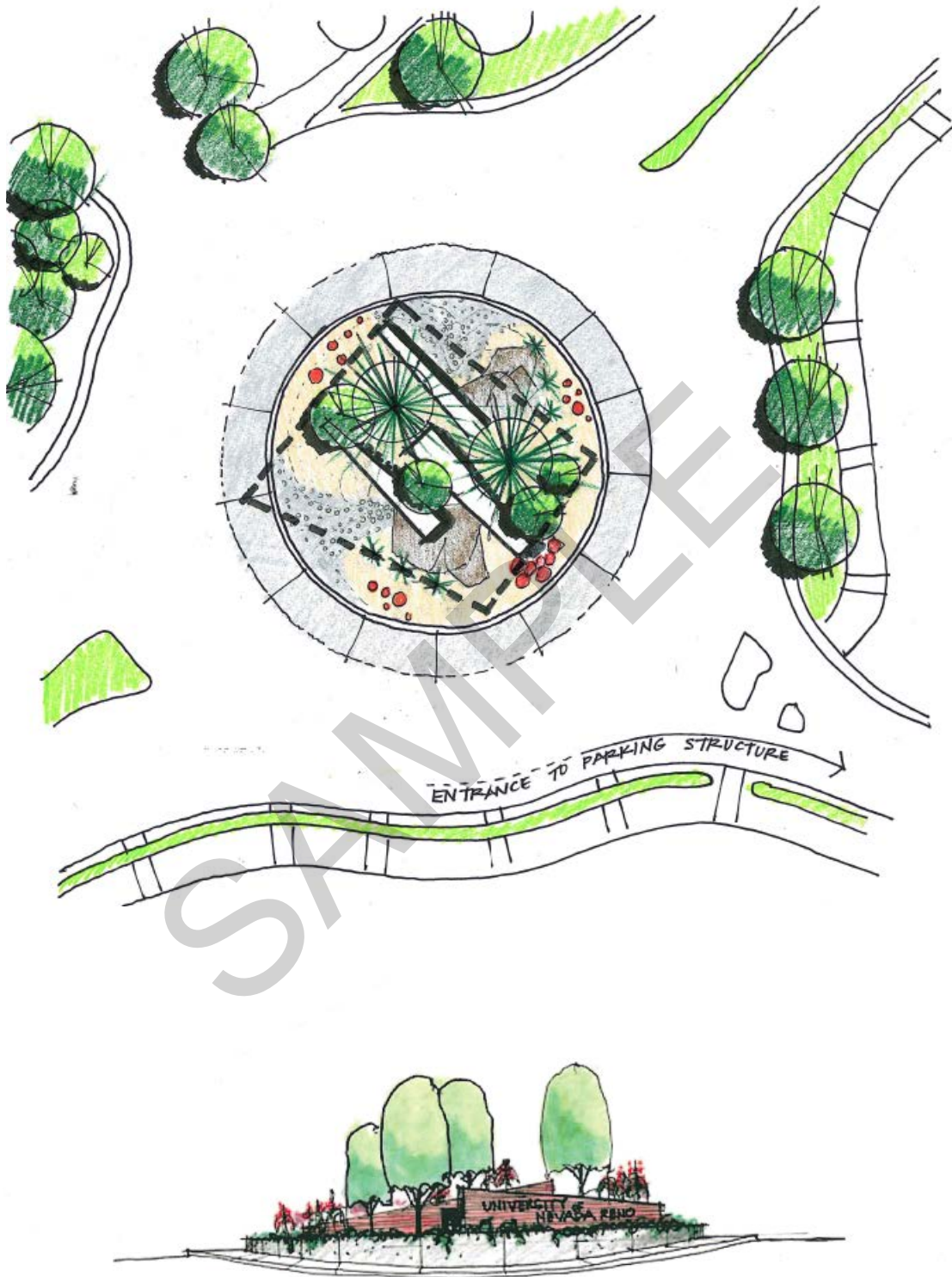
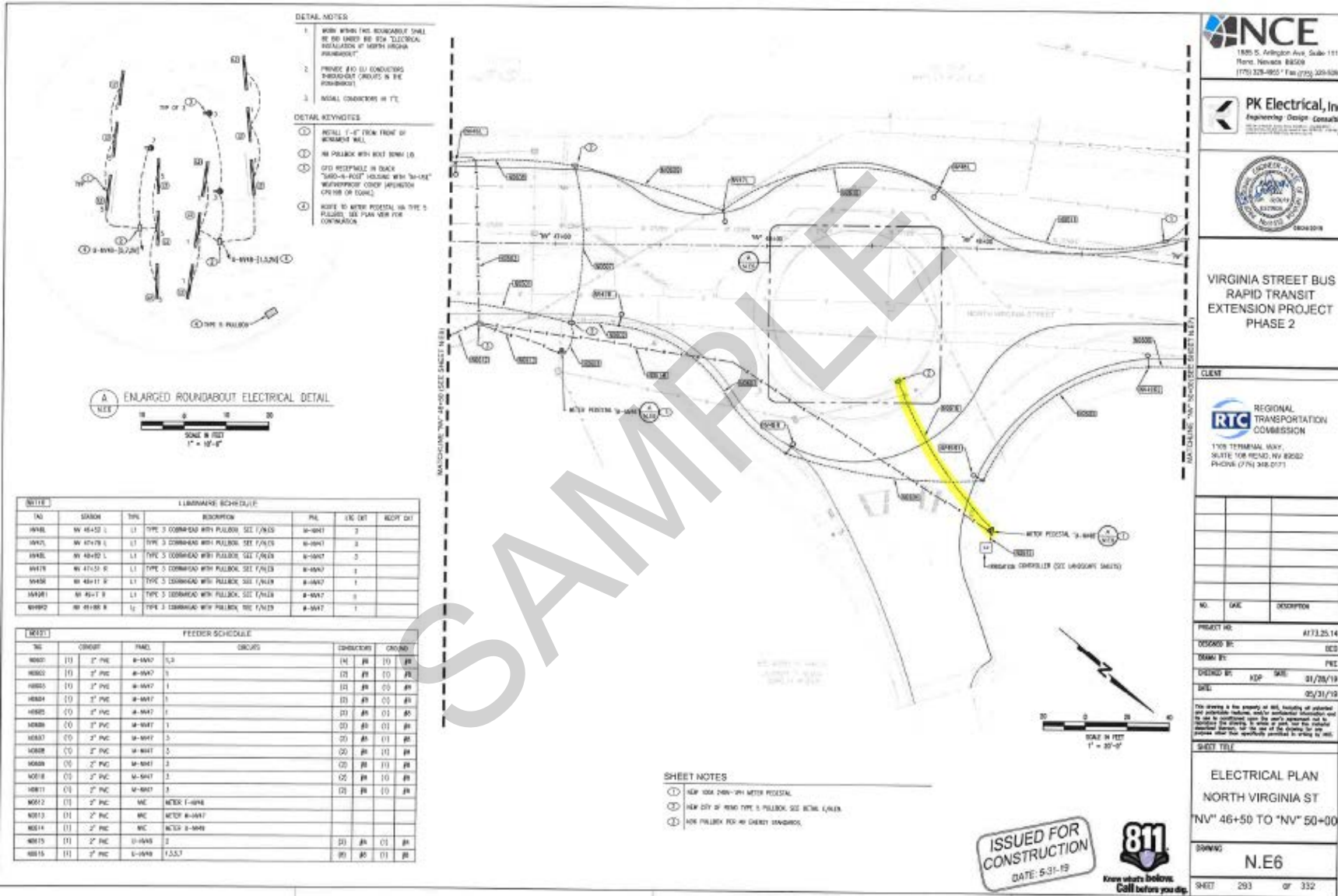


EXHIBIT A-2



- DETAIL NOTES**
1. WORK UNDER THIS ROUNDABOUT SHALL BE PERMITTED BY THE ELECTRICAL INSULATION OF NORTH VIRGINIA ROUNDABOUT.
 2. PROVIDE #10 (3) CONDUCTORS THROUGHOUT (GROUPS IN THE ROUNDABOUT).
 3. METAL CONDUITS IN FT.
- DETAIL KEYNOTES**
- ① METAL 1'-0" FROM FRONT OF ROUNDABOUT WALL.
 - ② 3/4" PULLBOX WITH HOOT BOWEN (L).
 - ③ 070 RECEPTACLE IN BACK "WARD-9-POLE" HOUSING WITH "M-ONE" METERS/PEDESTAL COVER (MOUNTED OPEN OR CLOSED).
 - ④ HOUSING IS METER PEDESTAL OR TYPE 3 PULLBOX. SEE PLAN VIEW FOR CONNECTIONS.

A ENLARGED ROUNDABOUT ELECTRICAL DETAIL

SCALE IN FEET
1" = 10'-0"

NOTE	STATION	TYPE	DESCRIPTION	PKL	TRC (BT)	SCPT (BT)
HW46	NV 46+50 L	L1	TYPE 3 CONDUIT WITH PULLBOX SEE T-2412	M-5447	3	
HW47	NV 47+70 L	L1	TYPE 3 CONDUIT WITH PULLBOX SEE T-2412	M-5447	3	
HW48	NV 48+50 L	L1	TYPE 3 CONDUIT WITH PULLBOX SEE T-2412	M-5447	3	
HW49	NV 47+50 R	L1	TYPE 3 CONDUIT WITH PULLBOX SEE T-2412	M-5447	1	
HW50	NV 48+11 R	L1	TYPE 3 CONDUIT WITH PULLBOX SEE T-2412	M-5447	1	
HW51	NV 48+11 R	L1	TYPE 3 CONDUIT WITH PULLBOX SEE T-2412	M-5447	1	
HW52	NV 48+88 R	L1	TYPE 3 CONDUIT WITH PULLBOX SEE T-2412	M-5447	1	

FEEDER SCHEDULE							
NO.	GROUP	PKL	CONDUCTORS	TRC (BT)	SCPT (BT)	GROUND	
HW53	01	2" PVC	M-5447 1,3	04	08	10	08
HW54	01	2" PVC	M-5447 1	01	08	10	08
HW55	01	2" PVC	M-5447 1	01	08	00	08
HW56	01	2" PVC	M-5447 1	01	08	00	08
HW57	01	2" PVC	M-5447 1	01	08	01	08
HW58	01	2" PVC	M-5447 1	01	08	01	08
HW59	01	2" PVC	M-5447 1	01	08	01	08
HW60	01	2" PVC	M-5447 1	01	08	01	08
HW61	01	2" PVC	M-5447 1	01	08	01	08
HW62	01	2" PVC	M-5447 1	01	08	01	08
HW63	01	2" PVC	M-5447 1	01	08	01	08
HW64	01	2" PVC	M-5447 1	01	08	01	08
HW65	01	2" PVC	M-5447 1	01	08	01	08
HW66	01	2" PVC	M-5447 1	01	08	01	08
HW67	01	2" PVC	M-5447 1	01	08	01	08
HW68	01	2" PVC	M-5447 1	01	08	01	08
HW69	01	2" PVC	M-5447 1	01	08	01	08
HW70	01	2" PVC	M-5447 1	01	08	01	08
HW71	01	2" PVC	M-5447 1	01	08	01	08
HW72	01	2" PVC	M-5447 1	01	08	01	08
HW73	01	2" PVC	M-5447 1	01	08	01	08
HW74	01	2" PVC	M-5447 1	01	08	01	08
HW75	01	2" PVC	M-5447 1	01	08	01	08
HW76	01	2" PVC	M-5447 1	01	08	01	08

- SHEET NOTES**
- ① NEW 100A 200V-075 METER PEDESTAL.
 - ② NEW CITY OF RENO TYPE 3 PULLBOX SEE M-2412 (L).
 - ③ NEW PULLBOX FOR M-5447 CONDUITS.

ISSUED FOR CONSTRUCTION
DATE: 5-31-19



NCE
1825 S. Arlington Ave. Suite 111
Reno, Nevada 89509
(775) 328-8857 Fax (775) 328-8858

PK Electrical, Inc
Engineering Design Consult



VIRGINIA STREET BUS RAPID TRANSIT EXTENSION PROJECT PHASE 2

CLIENT

RTC REGIONAL TRANSPORTATION COMMISSION
1700 TERMINAL AVENUE
SUITE 108 RENO, NV 89502
PHONE (775) 348-0171

NO.	DATE	DESCRIPTION

PROJECT NO.	#13.25.14
DESIGNED BY	DCS
DRAWN BY	PKC
CHECKED BY	KDP
DATE	05/31/19

SHEET TITLE

ELECTRICAL PLAN
NORTH VIRGINIA ST
"NV" 46+50 TO "NV" 50+00

DRAWING

N.E.6

SHEET 293 of 332



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 18, 2020

AGENDA ITEM 3.16

TO: Regional Transportation Commission

FROM: Scott Gibson P.E.
Engineer II

A handwritten signature in black ink, appearing to read 'Bill Thomas', is written over a horizontal line.

Bill Thomas AICP
Executive Director

SUBJECT: FY2021-2022 UNR Pavement/Materials Research Agreement

RECOMMENDATION

Approve a Cooperative Agreement in the amount of \$150,000 with the UNR Civil Engineering Department for the UNR Pavement/Materials Program; authorize the RTC Executive Director to execute the agreement.

SUMMARY

This cooperative agreement (see Attachment A) provides funding for the UNR Pavement/Materials Program to perform research and improve efficiency in the design and construction of roadway pavements in Washoe County. The UNR Engineering Department Pavement/Materials Program is a nationally recognized research facility that includes the Western Region Superpave Center. This valuable local resource has allowed the RTC to implement the latest technological innovations and maximize the benefit of advances in materials for our unique local conditions. Staff will coordinate research efforts with Reno, Sparks and Washoe County.

FISCAL IMPACT

This agreement is funded through the Fuel Tax Program “UNR Transportation Research” Budget Item and is included in the FY 2021 Board approved budget.

PREVIOUS ACTIONS BY BOARD

October 19, 2019

Approved the seventh two-year cooperative agreement for the UNR Pavement/Materials Program.

ADDITIONAL BACKGROUND

UNR has been conducting research and materials evaluations for the RTC through cooperative research agreements since 2003. This is the eighth two-year cooperative agreement. The work conducted through this program has found its way into RTC projects and specifications and has helped the RTC to continually to improve the condition and long-term performance of the pavement network.

Planned research areas include the continued evaluation of long-term performance of pavements, implementing newer more reliable mix design technologies, and the social impacts of pavement preservation in terms of user costs, safety, and vehicle operating costs.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

INTERLOCAL COOPERATIVE AGREEMENT

This Agreement is dated and effective as of September 21, 2020, by and between the Regional Transportation Commission of Washoe County, Nevada, hereinafter called the RTC, and the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno, hereinafter called the UNIVERSITY.

WITNESSETH:

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 through 277.180; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for the “joint exercise of powers, privileges and authority”; and

WHEREAS, pursuant to NRS 277.180, if it is reasonably foreseeable that a public agency will be required to expend more than \$25,000 to carry out such an agreement, the agreement must set forth fully the purposes, powers, rights, objectives and responsibilities of the parties, be ratified by appropriate official action of the governing body of each party, and be in writing; and

WHEREAS, the purpose of this Agreement is for the RTC to provide funding to the UNIVERSITY to perform certain research and engineering support activities critical to the design and construction of long lasting regional streets and highways in Washoe County, Nevada; and

WHEREAS, the RTC and the UNIVERSITY have been entering into substantially similar biennial agreements since 2003.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is agreed as follows:

ARTICLE I - UNIVERSITY AGREES:

1. To perform the tasks, and provide the deliverables, identified in Exhibit A, within the agreed upon budget attached as Exhibit B.
2. To invoice the RTC quarterly for reimbursement of direct and indirect costs in an amount not to exceed Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) for the first year through June 30, 2021, not to exceed Seventy-five Thousand and 00/100 Dollars (\$75,000.00) for the second year through June 30, 2022, and not to exceed One Hundred Fifty Thousand and

00/100 Dollars (\$150,000.00) overall. The authorized direct and indirect costs are identified in the budget justification attached as Exhibit B. The UNIVERSITY will provide supporting documentation that the work performed conforms to the description of the tasks and deliverables.

3. To complete all tasks, and provide all deliverables, pursuant to schedules agreed to by the RTC, but no later than June 30, 2022.

ARTICLE II - RTC AGREES:

1. To provide funding to the UNIVERSITY upon the receipt of valid quarterly invoices. The total amount to be provided to the UNIVERSITY shall not exceed Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) annually and One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) overall.

2. To allow the UNIVERSITY to observe, review, and inspect associated traffic engineering related projects with the understanding that the UNIVERSITY will report all items of concern to the RTC's Project Manager.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including June 30, 2022.

2. This Agreement may be terminated at any time by either party without cause, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, RTC's funding ability to satisfy this Agreement is withdrawn, limited, or impaired. If this agreement is terminated pursuant to the foregoing, the UNIVERSITY shall be paid for services provided prior to termination in an amount equal to the percentage of the task and deliverable completed prior to termination.

3. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR RTC:

Brian Stewart, P.E., Engineering Director
Attn.: Scott Gibson, PE, Project Manager
Regional Transportation Commission

1105 Terminal Way, Suite 108
Reno, NV 89502
Phone: (775) 335-1897
E-mail: bstewart@rtcwashoe.com

FOR UNIVERSITY:

TECHNICAL MATTERS: Dr. Peter Sebaaly
Pavements/Materials Program
Department of Civil and Environmental Engineering
University of Nevada, Reno
Reno, NV 89557-0152
Phone: (775) 784-6565
E-mail: psebaaly@unr.edu

CONTRACTUAL MATTERS: Thomas Landis
Grants and Contracts Manager
Office of Sponsored Projects/325
University of Nevada, Reno
Phone: (775) 784-4040
E-mail: tlandis@unr.edu

4. Reserved.

5. Any and all completed reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be deemed public information unless specifically and lawfully classified confidential. Both parties shall ensure no such documents are used for commercial purposes other than performance of obligations under this Agreement.

6. To the fullest extent of NRS Chapter 41 liability limitations, each party agrees to indemnify, hold harmless and defend the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying

party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

7. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any RTC breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

8. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

9. An alteration ordered by the RTC which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work, and shall be specified in an Amendment which will set forth the nature and estimated scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

10. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.

11. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

12. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

13. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

14. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and

copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

15. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and each party only has the right to supervise, manage, operate, control and direct performance of the details incident to its respective duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

16. Neither party shall assign, transfer, subcontract, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

17. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

18. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

19. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

20. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

21. This Agreement, including the program elements to be incorporated herein per Article I, paragraph 3, constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this

Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

Bill Thomas, AICP, Executive Director

BOARD OF REGENTS,
NEVADA SYSTEM OF HIGHER EDUCATION
on behalf of the University of Nevada, Reno

Karim Hussein
Director, Sponsored Projects

SAMPLE

Exhibit A

Scope of Work

SAMPLE

Task A: Pilot Projects with SuperPave Mix Design

The Superpave mix design developed under the 2018-2020 agreement will be applied on field projects to evaluate its practicality and aid in the implementation effort. The PES researchers will coordinate with RTC staff to identify 2-3 field projects, to be constructed over the 2-year period, where the recommended Superpave method can be used to design the AC mixtures. Once the projects are identified, the PES researchers will obtain aggregates and asphalt binders from the designated sources and conduct the following activities:

- Performance-Engineered Mixture Design: the AC mixture for each selected project will be designed in the laboratory following the developed Superpave mix design method that uses performance tests on appropriately conditioned specimens to address rutting and durability/cracking resistance. The asphalt mixtures will be evaluated using the Hamburg Wheel Track test (AASHTO T324) for rutting resistance and the Ideal-CT test for durability/cracking resistance.
- Performance Evaluation of Laboratory Mixtures: the laboratory-produced AC mixtures at the optimum asphalt binder content will be evaluated in terms of dynamic modulus and resistance to thermal cracking using the Uniaxial Thermal Stress and Strain Test (UTSST).
- Performance Evaluation of Field Mixtures: the field-produced AC mixtures will be sampled during construction of each field project and will be evaluated in terms of dynamic modulus and their resistance to moisture damage, rutting, and cracking.

The data generated from the 2-3 field projects will be analyzed by the PES researchers and a technical report will be prepared documenting the findings from this task. The PES researchers will present the findings to RTC and the industry along with the recommendations toward the final implementation of the Superpave mix design method.

Deliverable: Provide technical report and technical data

Task B: Evaluate the Performance of Intersection Mixes and Develop Specifications

As a result of past PES-RTC cooperative research efforts, recommendations were made regarding the use of modified aggregate gradation specifications for AC mixtures to be used on intersections. The unique features of the AC intersection mix were its resistance to rutting and shoving generated by the deceleration and stopping of heavy traffic at the intersections. Over the past several years, the Washoe RTC has implemented these recommendations on several intersections. The objective of this task is to evaluate the performance of the modified AC mixtures on intersections by conducting the following activities:

- Identify Intersections: as many as possible intersections that used the modified AC mixture will be identified. It is anticipated that these intersections have been in service for at least 5 years.
- Conduct Condition Surveys: the PES researchers will visit each of the identified sections and conduct visual condition surveys to assess their performance.
- Field Samples: core samples will be obtained from each site and will be evaluated in terms of gradation, asphalt binder content, and asphalt binder properties. This effort

will identify the conformance of the AC mix at each intersection with the recommendations of the intersection AC mix.

The data generated from the intersection projects will be analyzed by the PES researchers and a technical report will be prepared documenting the findings from this task. Recommendations will also be made toward the final implementation of a specification for the design and construction of an AC mix to be used at intersections. The specification will incorporate the unique features of the AC intersection mix and any modifications that deemed necessary based on the evaluations conducted under this task.

Deliverable: Provide technical report and technical data

Task C: Assess Repair Strategies for Functional Potholes

In 2017, the PES researchers conducted investigations of several field sites where shallow potholes had formed in AC pavements following multiple applications of surface treatments in the form of microsurfacing. The investigations concluded that this type of potholes should be classified as “functional pothole” and recommended a method of repair.

The functional pothole is characterized as being shallow and limited to the depth of the surface treatment (i.e., single or sequential microsurfacing). This type of pothole was classified as functional due to the absence of cracks deviating from its outer edges and the solid un-damaged appearance of the exposed AC layer.

The main cause of the functional pothole is the deterioration of the single or sequential microsurfacing. In the case of single microsurfacing, it is believed that early stage moisture damage has caused the localized failure. In the case of sequential microsurfacing, it is believed that the stacking of more than three microsurfacing over the AC surface may have caused a weak plane at any of the interfaces that is vulnerable to moisture damage. It should be recognized that the role of the microsurfacing is to seal the AC surface and protect the AC mixture from oxidative aging. While the microsurfacing does an excellent job in these two functions, it does experience oxidative aging itself due to its relatively thin structure and the large exposed area of the asphalt binder within the microsurfacing mix. Therefore, stacking more than three aged microsurfacing may create a weak layer that is highly susceptible to moisture damage.

The study recommended a practical method to repair the functional pothole through filling the distressed area with a fresh microsurfacing mix that is compatible with the existing material. This activity can be applied through the use of the rut-filling box on the microsurfacing machine. The hole filling method is recommended to fully preserve the existing AC layer that is still very solid and un-damaged. The method recommended against removing and patching the good and stable AC mix since it would lead to more problems than solutions.

The objective of this task is to investigate the formation of functional potholes and assess the effectiveness of the recommended method of repair. The following activities will be completed:

- Evaluate Sites: sites having experienced functional pothole failures will be identified and condition surveys will be conducted by the PES researchers.
- Repair Records: the repair activities of the evaluated sites will be obtained from the appropriate agency.

- **Assess Method of Repair:** the impact of the various methods of repair applied by the agencies will be assessed based on the performance of the AC pavement as documented in the condition surveys and performance records maintained by the agencies.

The data generated from the field evaluations will be analyzed by the PES researchers and a technical report will be prepared documenting the findings from this task. Recommendations will be made toward the final implementation of a process to prevent the formation of functional potholes and an effective method for their repair. The recommendations will also include a process to identify functional potholes.

Deliverable: Provide technical report, technical data, and presentation

Task D: Technical Assistance

The objective of this task is to provide technical assistance to RTC on pavements/materials technical issues that may arise during the period of the 2020-2022 Agreement. One activity currently planned is a half-day workshop for all Pavement Design Guide stakeholders (RTC, city/county, engineering company, and contractor) on the use of the guide. The workshop will take place at UNR and will be delivered by PES program faculty. Another potential activity is to provide support in writing revised specifications in the Orange Book for asphalt mix design, CIR, and FDR.

Deliverable: To Be Determined

Exhibit B

Budget and Costs

SAMPLE



Sponsored Projects Budget

PREPARED BY Elie Y. Hajj
 PRINCIPAL INVESTIGATOR Peter E. Sebaaly, Elie Y. Hajj, Adam J.T. Har
 PROJECT TITLE Washoe RTC Pavement Technology

Phone # 775-784-1180
 GR# _____
 INFOED# 2001204

Auto calculation for fringe Y/N?: **Y**

Employee Type	Budget
LOA - All	10.20%
Total LOA	0.00
Professional Faculty (Acad./Admin)	31.60% 31236.41
Overload (w/o retirement)	2.30% 0.00
Postdoctoral	31.60%
Total Professional/Postdoc	31236.41
Graduate Assistants	12.10% 43200.00
Classified Personnel	45.00%
Hourly Wages	2.30%
Total Salaries	74436.41
Fringe Benefits-Auto Calculation	15097.90
Total Salaries & Fringe	89534.31
Travel	0.00
Materials and Supplies	10103.19
Services	
Rentals-Off Site Facilities	
Participant Support	
Subawards first \$25,000	
Subawards over \$25,000	
Total Subawards	0.00
Tuition & Fees	6522.00
Fellowships and Scholarships	0.00
Capital Equipment	0.00
Other Fixed Assets	
Total Direct Costs	106159.50
	44%
Modified Total Direct Costs	99637.50
Facilities & Admin Costs (F&A)	43840.50
Total	150000.00

BUDGET JUSTIFICATION

RTC of Washoe County
Pavement Technology

University of Nevada, Reno is on an 8-month academic and 4-month summer calendar schedule.

Personnel: \$74,436

Principal Investigator. \$9,928. The commitment of the PI (Peter E. Sebaaly) is throughout the project duration. Based on an hourly rate of \$137.89 and a total of 72 hours for a total summer salary of \$9,928. Total UNR PI salary requested for project is **\$9,928**.

Co-Principal Investigator. \$6,620. The commitment of the Co-PI (Elie Y. Hajj) is throughout the project duration. Based on an hourly rate of \$91.95 and a total of 72 hours for a total summer salary of \$6,620. Total UNR Co-PI salary requested for project is **\$6,620**.

Co-Principal Investigator. \$7,435. The commitment of the Co-PI (Adam Hand) is throughout the project duration. Based on an hourly rate of \$103.26 and a total of 72 hours for a total summer salary of \$7,435. Total Co-PI salary requested for project is **\$7,435**

Research Scientist. \$7,253. The commitment of Murugaiyah Piratheepan is throughout the project duration. Based on salary of \$82,000, daily rate is \$488 for a total salary of \$7,253. Total salary requested for project is **\$7,253**.

Graduate Assistants. \$43,200. An estimated 0.5 FTE graduate research assistant will dedicate time to the project over the project duration. The wage requested for a 0.5 FTE position is \$1,800/month (\$1,800/month x 12 months x 2 years). Total wages request for graduate assistant is **\$43,200**.

Fringe: \$15,098

The following fringe benefit rates are the approved University-recommended rates for planning purposes: Professional (31.6%); Overload (w/o retirement) (2.30%); Graduate assistants (12.1%).

The rate for faculty non-contract (i.e. "summer") salary is 31.6% of the requested salary for Peter E. Sebaaly, Elie Y. Hajj, and Adan J. T. Hand. The rate for Research Scientist (Murugaiyah Piratheepan) is 31.6% of the requested salary. The rate for graduate assistantships is 12.1% of the requested wages. Faculty overload: \$23,983 x 31.6% = **\$7,579**; Research Scientist: \$7,253 x 31.6% = **\$2,292**; Graduate Assistant: \$43,200 x 12.1% = **\$5,227**.

Other Direct Costs: \$16,625

Materials and Supplies. \$10,103. Costs include required lab supplies, shipping, consumables and testing at **\$10,103** for the total project to be incurred.

Other: Tuition Remission. \$6,522. Tuition is required on all assistantships at UNR. Estimated '20-'21 tuition rates average \$213/credit times 0.5 FTE over 12-month period for 18 credits (\$213/credit x 18 credits = \$3,834). Estimated '21-'22 tuition rates average \$224/credit times 0.5 FTE over 12-month period for 12 credits (\$224/credit x 12 credits = \$2,688). The total funding request for tuition is **\$6,522** (\$3,834 + \$2,688 = \$6,522). (Tuition is excluded from the F&A base).

Total Direct Costs: \$106,160

BUDGET JUSTIFICATION

RTC of Washoe County
Pavement Technology

Indirect Costs: \$43,841

The University of Nevada, Reno has an approved facilities and administrative cost rate for on-campus research of 44% on Modified Total Direct Costs (MTDC). The MTDC base excludes graduate tuition costs. MTDC base is \$99,638 (\$106,160 – \$6,522 = \$99,638). Indirect costs is $\$99,638 \times 0.44 = 43,841$.

Total Funding Request: \$150,000

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 18, 2020

AGENDA ITEM 3.17

TO: Regional Transportation Commission

FROM: Dale Ferguson
RTC Chief Legal Counsel

Bill Thomas, AICP
Executive Director

SUBJECT: Resolution of Condemnation for a property right related to APN 012-341-28, necessary to construct the TE Spot 9, Package 2 Project

RECOMMENDATION

Approve the attached Resolution of Condemnation authorizing RTC’s legal counsel to commence condemnation proceedings to acquire a permanent easement on the parcel known as APN 012-341-28 from James Paul Nuss and Kristine H. Nuss, Trustees of The Nuss Family Trust dated 04.21.2017 as to an undivided 25% interest, and Kristine H. Nuss, a married woman as her sole and separate property as to an undivided 75% interest., necessary to construct the TE Spot 9, Package 2 Project.

SUMMARY

RTC selected Kimley-Horn and Associates, Inc., from the Traffic Engineering Shortlist to perform Engineering Design and Construction Services in connection with TE-Spot 9 - Package 2.

Through an Interlocal Cooperative Agreement with the City of Reno dated July 1, 2019, the RTC has been authorized to negotiate and/or initiate eminent domain proceeding for right-of-way acquisition when necessary for the Project. RTC has been attempting to negotiate the purchase of a property right needed to construct the Project from the owners of APN 012-341-28. Those efforts have been unsuccessful to date.

To ensure timely construction of the Project, the approval of this Resolution of Condemnation allows the RTC to initiate condemnation proceedings for the property right. Proper notice of this agenda item has been provided to the property owner as required by the Nevada Revised Statutes. In order to minimize potential delays to the Project, the proposed resolution of condemnation (see Attachment A) is requested now so that legal counsel can seek a court ordered “right-of-entry” and/or order for immediate occupancy should negotiations with property owners not result in the acquisition of the property right through purchase. Every effort to reach satisfactory purchase agreements will continue to be made until a complaint in eminent domain is filed with the court. Thereafter, the RTC will continue to attempt to negotiate a resolution that is fair and equitable.

FISCAL IMPACT

The costs to acquire the subject property interest has been budgeted; however, the fiscal impact cannot be determined at this time. Aside from legal fees, there is the potential that the compensation to the property owner may increase as a result of legal settlement.

PREVIOUS ACTIONS BY BOARD

September 20, 2019 Approved Selection of Kimley-Horn & Associates for Preliminary Design and Engineering Services; authorized the RTC Executive Director to negotiate and execute a professional services agreement with Kimley-Horn & Associates.

ADDITIONAL BACKGROUND

This 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 the apparent low bidder and was awarded the contract. Project construction is scheduled to begin in late September. Amendment No. 1 to the Professional Services Agreement with Kimley-Horn & Associates was approved June 19, 2020, to provide for Engineering During Construction Services for the Project.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.

Attachment

RESOLUTION OF CONDEMNATION

WHEREAS, it is necessary for the Regional Transportation Commission of Washoe County, hereinafter referred to as "RTC," to provide regional transportation facilities which are of a quality and standard necessary to satisfactorily meet the needs of the traveling public; and

WHEREAS, in recognition of such needs, the RTC approved the TE Spot 9, Package 2 Project, hereinafter referred to as "Project," as part of an Interlocal Cooperative Agreement ("ICA") dated July 1, 2019; and

WHEREAS, in the ICA dated July 1, 2019, the City of Reno authorized the RTC to initiate eminent domain proceedings on behalf of the City, if required, for the acquisition of right-of-way for the Project; and

WHEREAS, Chapter 277A of Nevada Revised Statutes provides that the RTC may exercise the power of eminent domain, if the city or county which has jurisdiction over the property approves; and

WHEREAS, the current owner of record of the property interest to be acquired, insofar as is known to the RTC, is James Paul Nuss and Kristine H. Nuss, Trustees of The Nuss Family Trust dated 04.21.2017 as to an undivided 25% interest, and Kristine H. Nuss, a married woman as her sole and separate property as to an undivided 75% interest.

NOW, THEREFORE, the members of the Regional Transportation Commission of Washoe County do hereby find:

1. That proper notice of the RTC's intent to consider eminent domain action to acquire the relevant property interest of the above-referenced owner(s) has been given as required by NRS 241.034.
2. That RTC staff first contacted the landowner about the property interest for a permanent easement located on the parcel known as APN 012-341-28, as described in Exhibit "A" and depicted on Exhibit "B," attached hereto and incorporated herein by reference, on or about March 13, 2020. While there have been discussions, proposals and offers made, all efforts to reach a mutually acceptable agreement for the acquisition of the property interest through purchase have been unsuccessful to date.
3. That the property interest to be acquired in conjunction with the above-referenced Project are to be applied to a public use, to wit, the TE Spot 9, Package 2 Project.
4. That the property interest described herein are necessary to such public use.

Based on the aforementioned findings of fact, the RTC does hereby direct:

1. That RTC’s legal counsel initiate, if needed, eminent domain proceedings on behalf of the RTC in accordance with provisions of Chapters 37 and 277A of Nevada Revised Statutes to acquire the property interest described in Exhibit “A” and depicted on Exhibit “B”.

2. That said legal counsel shall commence and prosecute in the name of the RTC, eminent domain proceedings in the court having jurisdiction of the property interest described in Exhibit “A” and depicted on Exhibit “B”.

3. That said legal counsel is authorized to pursue all actions deemed appropriate for the successful prosecution of this case, including but not limited to, an application to the court for an order permitting the RTC to take immediate possession of said property interest for the construction of the Project, upon complying with conditions imposed by law.

Upon motion of Commissioner _____, seconded by Commissioner _____, the foregoing Resolution was passed and adopted this 18th day of September 2020, by the following vote of the Regional Transportation Commission:

AYES: _____
NAYS: _____
ABSTAIN: _____

Approved this 18th day of September 2020.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY, STATE OF NEVADA

BY _____
BOB LUCEY, CHAIR

**STATE OF NEVADA
COUNTY OF WASHOE**

The above-instrument was acknowledged before me this 18th day of September 2020, by Bob Lucey, Chair of the Regional Transportation Commission.

Notary Public

EXHIBIT A

EXHIBIT 'A'

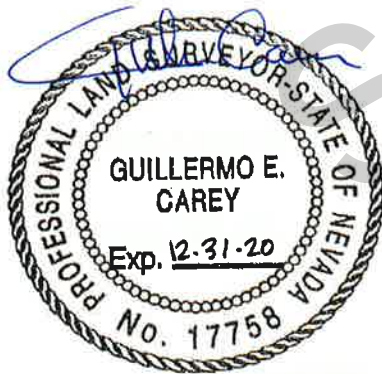
PERMANENT EASEMENT

All that certain real property situated in the County of Washoe, State of Nevada, being a portion the Southwest one-quarter of the Northeast one-quarter of Section 20, Township 19 North, Range 20 East, M.D.M., described as follows:

BEGINNING at a point on the Southerly line of Parcel B as shown and delineated on that certain Parcel Map for John A. and Martha Sue Dermody, Parcel Map No. 2931, filed July 26, 1995, as File No. 1910831, Official Records, Washoe County, Nevada; common to the North right of way line of Rock Boulevard; from which the Southwest corner of said Parcel B bears North $80^{\circ} 51' 29''$ West along said common line for a distance of 232.62 feet; thence from said POINT OF BEGINNING and leaving said common line North $54^{\circ} 08' 31''$ East for a distance of 42.43 feet to a point on the Easterly line of said Parcel B, common to the West right of way line of Edison Way; thence along said common line, along an arc or a curve to the right, having a radius of 30.00 feet, a central angle of $90^{\circ} 00' 00''$, an arc length of 47.12 feet and a chord bearing of South $54^{\circ} 08' 31''$ West for a distance of 42.43 feet to the POINT OF BEGINNING.

Containing 257 sq. ft. more or less.

The Basis of Bearings for this description is Nevada State Plane Coordinate System, NAD 83/94, West Zone. Distances shown here on are ground distances.



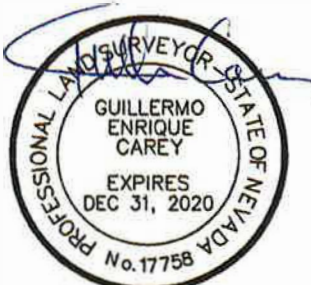
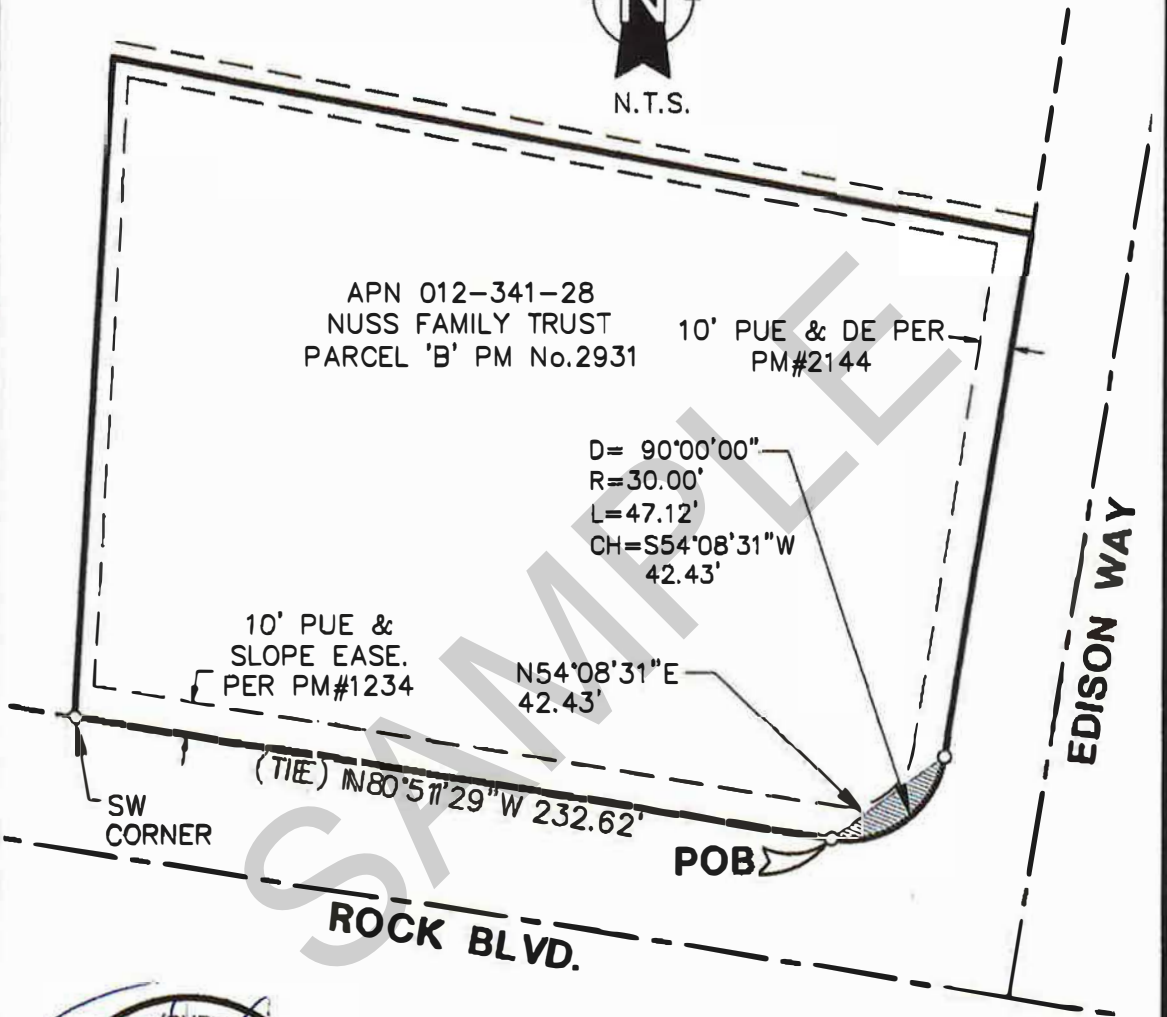
4-13-20

APN 012-341-28

LEGAL DESCRIPTION PREPARED BY:
Guillermo Enrique Carey, PLS 17758
MAPCA SURVEYS, INC.
580 Mount Rose Street
Reno, NV 89509

BASIS OF BEARING

THE BASIS OF BEARINGS IS NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94, WEST ZONE. GROUND DISTANCES



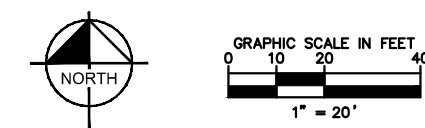
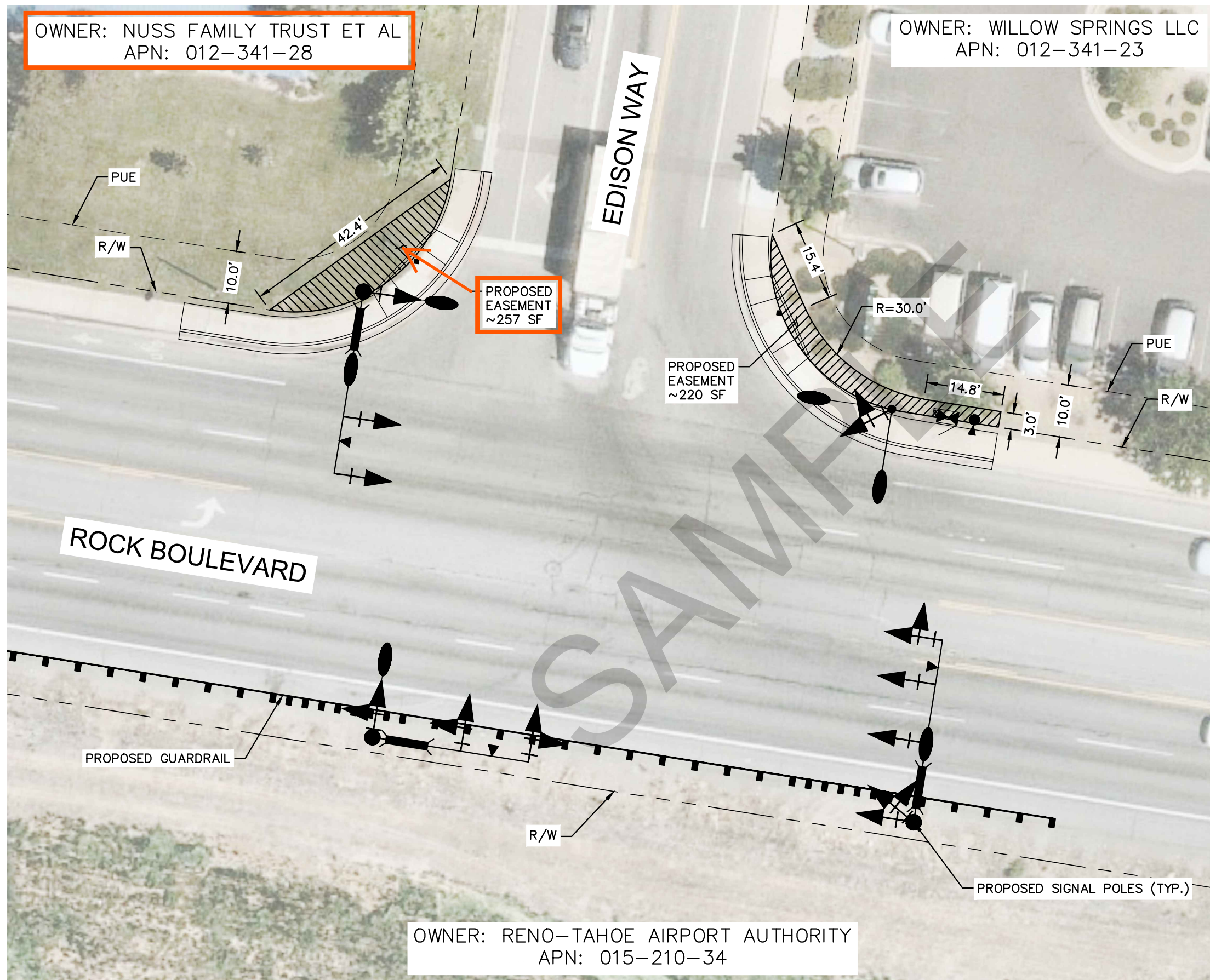
 PERMANENT EASEMENT
AREA = ±257 SQ.FT.

**EXHIBIT "A-1"
PERMANENT EASEMENT**

06/29/2020 CITY OF RENO – WASHOE COUNTY – NEVADA
A PORTION OF PARCEL B, PM#2931
BEING A PORTION OF SW ¼ OF THE NE ¼ SECTION 20
T.19N., – R.20E., M.D.M.

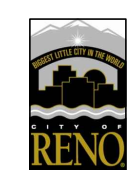
EXHIBIT B

Date: April 02, 2020 - 9:55am / User: Brod.Cramer / Path: IS:\A1_Publishing\092526 RTC Washoe\02 TE Spot 9 Package 2\CAD\Exhibits\2020-04-01 Rock and Edison Easement Exhibit\Rock and Edison Easement Exhibit.dwg



RTC WASHOE
 TE SPOT 9 - PACKAGE 2
 TRAFFIC SIGNAL INSTALLATION
 ROCK BLVD AND EDISON WAY

PROPOSED PERMANENT
 TRAFFIC SIGNAL EASEMENTS EXHIBIT
 APR. 2, 2020





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

September 18, 2020

AGENDA ITEM 4.1

TO: Regional Transportation Commission

FROM: James Gee
Manager of Service Planning
and Innovation

Bill Thomas, AICP,
Executive Director

SUBJECT: Public Hearing – January 2021 RTC RIDE Service Adjustment

RECOMMENDATION

Approve the January 2021 RTC RIDE Service Adjustment, currently scheduled for January 2, 2021, including extension of the RTC RAPID - Virginia Line to the University of Nevada, Reno (UNR), elimination of the UNR – Midtown Direct temporary route, and miscellaneous time adjustments.

SUMMARY

RTC RIDE continually looks to provide the best service by improving on-time performance, shortening passenger’s travel times, and offering innovative services. This fiscal year, three service changes will occur due to the upcoming completion of the Virginia Street BRT extension project to the University of Nevada, Reno. This service change is currently scheduled for January 2, 2021 and is proposed to contain the following items:

- Extension of the RTC RAPID – Virginia Line to UNR
- Elimination of temporary route UNR – Midtown Direct
- Miscellaneous time adjustments

RTC Management Policy P-18 (Public Involvement for Modifications to Transit Service or Fares) requires the RTC to hold a public hearing to solicit public comment for any major service reduction defined as:

- a reduction or increase of 10% or more of system-wide service hours;
- the elimination or expansion of any existing service that affects:
 - 25% or more of the service hours of a route
 - 25% or more of the route’s ridership (defined as activity at impacted bus stops).

A public hearing and Title VI analysis is necessary for these changes due to the elimination of the temporary UNR – Midtown Direct route. Under Federal Transit Administration (FTA) policy, these steps are required because the temporary route was in operation longer than one year in duration.

FISCAL IMPACT

The projected annual savings, as a result of this proposed service change, is \$568,881.

PREVIOUS ACTIONS BY BOARD

July 19, 2019 Approval of Fall 2019 RTC Service Adjustment including establishment of temporary route UNR – Midtown Direct

ADDITIONAL BACKGROUND

RTC RIDE continually looks to provide the best service by improving on-time performance, shortening passenger's travel times, and offering innovative services. RTC RIDE is committed to performing at least two service changes per year to ensure the latest innovations and services are available to the passengers and the public. The next service change is scheduled for January 2, 2021, and is proposed to contain the following changes:

RTC RAPID – Virginia Line

The Virginia Street BRT UNR Extension project, which was approved for construction in CY 2014, is nearing completion. This project was designed to improve Americans with Disabilities Act (ADA) access and facilities, improve pedestrian access and facilities, construct three new transit stations, and improve the street facility and traffic patterns for the Midtown area from Plumb to Liberty. Additionally, the project also extends the Virginia Line – RAPID service from RTC's 4TH STREET STATION to a new roundabout on Virginia Street at the Lawlor Events Center with five additional new transit stations. Therefore, the recommendation is to extend the Virginia Line – RAPID service to UNR to serve these new facilities. Service will be every ten minutes which corresponds to the rest of the existing Virginia Line RAPID service. The actual implementation date may be delayed as approval is required from the FTA to operate service along this corridor.

Route UNR – Midtown Direct

The UNR – Midtown Direct route is a temporary route instituted to improve transit connections between the UNR campus and Midtown during the Virginia Street BRT Extension construction project and better support the businesses in downtown Reno and Midtown. As originally planned and proposed, the recommendation is to discontinue this temporary route upon implementation of the newly constructed Virginia Line – RAPID service.

Limited Specific Segment Run-Time Adjustments

In an on-going effort to ensure each route is operating in a most efficient manner, the run-times between time-points need to be adjusted to stay relevant to the times. The effects of these adjustments ensures the passenger has accurate timetable data to rely on, that operators are given the time necessary to operate the service in a safe and courteous manner, and it creates a reliable service. Therefore, staff will be making limited specific segment run-time adjustments that will change the timetables for certain routes.

Title VI Analysis

FTA Circular 4702.1B requires that recipients of federal transit funds prepare service equity analyses for proposed major service changes or any fare change. RTC policy identifies a major service change as:

- A reduction or increase of 10% or more of system-wide service hours
- The elimination or expansion of any existing service that affects:
 - 25% or more of the service hours of a route
 - 25% or more of the route's ridership (defined as activity at impacted bus stops).

FTA policy dictates a Title VI analysis when a route is eliminated from service, including temporary routes that last more than one year in duration. Given that the temporary UNR – Midtown Direct route has operated greater than one year, a Title VI analysis is required.

The analysis prepared under Title VI requirements is used to determine if a disparate impact exists with minority and disadvantaged populations. RTC's Title VI policy defines that a disparate impact exists if the impact of any major service change requires a minority population to bear adverse effects (20% more or less) than those adverse effects borne by the non-minority population. 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.

RTC's policy thresholds for disparate impact and disproportionate burden is 20%. For the proposed route changes as measured by the process guided by RTC's Title VI policy, the burden for low-income populations is 5.8% and the burden for minority populations is 30.5%. However, there are three contributing factors involved with running the analysis mandated by the Title VI policy:

1. RTC's Title VI process states that the agency will use U.S. Census or American Community Survey data as the basis for all Title VI analysis. However, this data is inadequate when used for analyzing the census blocks around the UNR campus. This inadequacy is a result of the student population using a permanent address from off-campus locations while their primary activity and residence is on and around campus.
2. The method used for this analysis uses a catchment area of ¼ mile around every individual bus stop to denote the distance that will attract users to the transit system. However, the typical transit practice is that while ¼ mile is generally accepted for regular bus stops, ½ mile is the standard for fixed guideway services including BRT routes such as the Virginia Line. Rerunning the analysis using a ½ mile buffer for the Virginia Line stops shows that the proposed change should be considered an increase in service, not a decrease.

3. The low usage of the UNR Midtown Direct route is partially a result of it being advertised as a temporary route and in the case of the January 2021 route changes, this poorly performing route is being replaced with the high performing Virginia Line BRT service extension to the university. Below is a table outlining the differences between the two routes.

Route	Base Frequency	Rides per Hour	Productivity Rank	Transfer Opportunities
RAPID – Virginia Line	10 minutes	36.9	1 (of 27)	19 routes
UNR – Midtown Direct	30 minutes	5.9	27 (of 27)	5 routes

After review of the issues presented above, RTC staff recommends the approval of the discontinuation of the temporary route

ADVISORY COMMITTEE(S) REPORT

The proposed service change concepts discussed above were presented to the Citizens Multimodal Advisory Committee on September 2, 2020, and the Technical Advisory Committee on September 3, 2020.



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

September 18, 2020

AGENDA ITEM 5.1

TO: Regional Transportation Commission

FROM: Daniel Doenges, PTP, RSP
Planning Manager



Bill Thomas, AICP
Executive Director

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

RECOMMENDATION

Receive a report and provide direction on the Eagle Canyon Extension Alignment Alternatives and Planning and Environmental Linkages (PEL) Study.

SUMMARY

The purpose of this study is to identify potential alignments for and evaluate the feasibility of a proposed new roadway, which would provide a connection between the North Valleys (Lemmon Valley) and Spanish Springs communities, as well as to identify potential improvements to existing Eagle Canyon Drive. The final report will provide the necessary background information to advance a future project through the National Environmental Policy Act (NEPA) process and design as well as to establish a foundation for the coordination of future planning efforts among stakeholders within the corridor. Should a feasible alignment be identified, potential funding resources will be evaluated at a later date.

With the assistance of a consultant team, RTC staff was able to gather traffic operations data on Eagle Canyon Drive between Pyramid Way and W. Calle de la Plata, including traffic volumes and observations of school period activity, prior to the COVID-19 pandemic shutdown. Data was also collected on the roadway characteristics of Eagle Canyon Drive, and recommendations for potential improvements will be included in the final report.

Concurrently, the project team modeled potential roadway alignments between Lemmon Valley and Spanish Springs, which took into account such factors as potential impacts to wildlife species, environmental justice considerations, wetland avoidance, park and recreation areas, and land ownership. The team also held several meetings with a project technical advisory committee (TAC) to gather agency and stakeholder input. In addition, public meetings were held in the communities of Lemmon Valley and Spanish Springs prior to the pandemic, and an online survey was made available to gather public comment.

Based on the results of the data collection, preliminary environmental analysis, and TAC and public comments, the initial number of potential alternatives has been consolidated to essentially two corridors with potential variations in the connection points. Potential alignments include a connection from Eagle Canyon Drive to Lemmon Drive (in the vicinity of Chickadee Drive) with a possible alternative connection via Sha Neva Road to Lemmon Drive, and from Lazy 5 Parkway to Lemmon Drive via Deodar Way with a possible alternative connection to Lemmon Drive via the northerly Chickadee Drive route. These alignments can be seen in the attached exhibit. Staff is seeking Board input for further evaluation of the alignment alternatives and overall study, which will be incorporated into the final report. It is anticipated that there will be at least one more project TAC meeting to discuss the alternatives as presented and public outreach will resume once a draft report is available for review.

FISCAL IMPACT

Funding for the Eagle Canyon Extension Alignment Alternatives and PEL Study is included in the FY 2020 – FY 2021 Unified Planning Work Program (UPWP).

PREVIOUS ACTIONS BY BOARD

August 16, 2019	Approved the Professional Services Agreement (PSA) for the Eagle Canyon Extension Alignment Alternatives and PEL Study
May 20, 2019	Approved the FY 2020 – FY 2021 UPWP

ADDITIONAL BACKGROUND

The purpose and need for this study arose from the North Valleys Multimodal Transportation Study completed by the RTC in February 2017. Through that process, North Valleys residents expressed a desire for a direct connection between Lemmon Valley and Spanish Springs as both communities have been experiencing significant growth in housing and employment.









The proposed roadway would help improve regional traffic flow. The construction of the Eagle Canyon Extension is identified in the RTC 2040 Regional Transportation Plan (RTP) within the 2027-2040 timeframe. Concerns regarding traffic operations on Eagle Canyon Road were identified during the 2040 RTP process and will be addressed through this study.

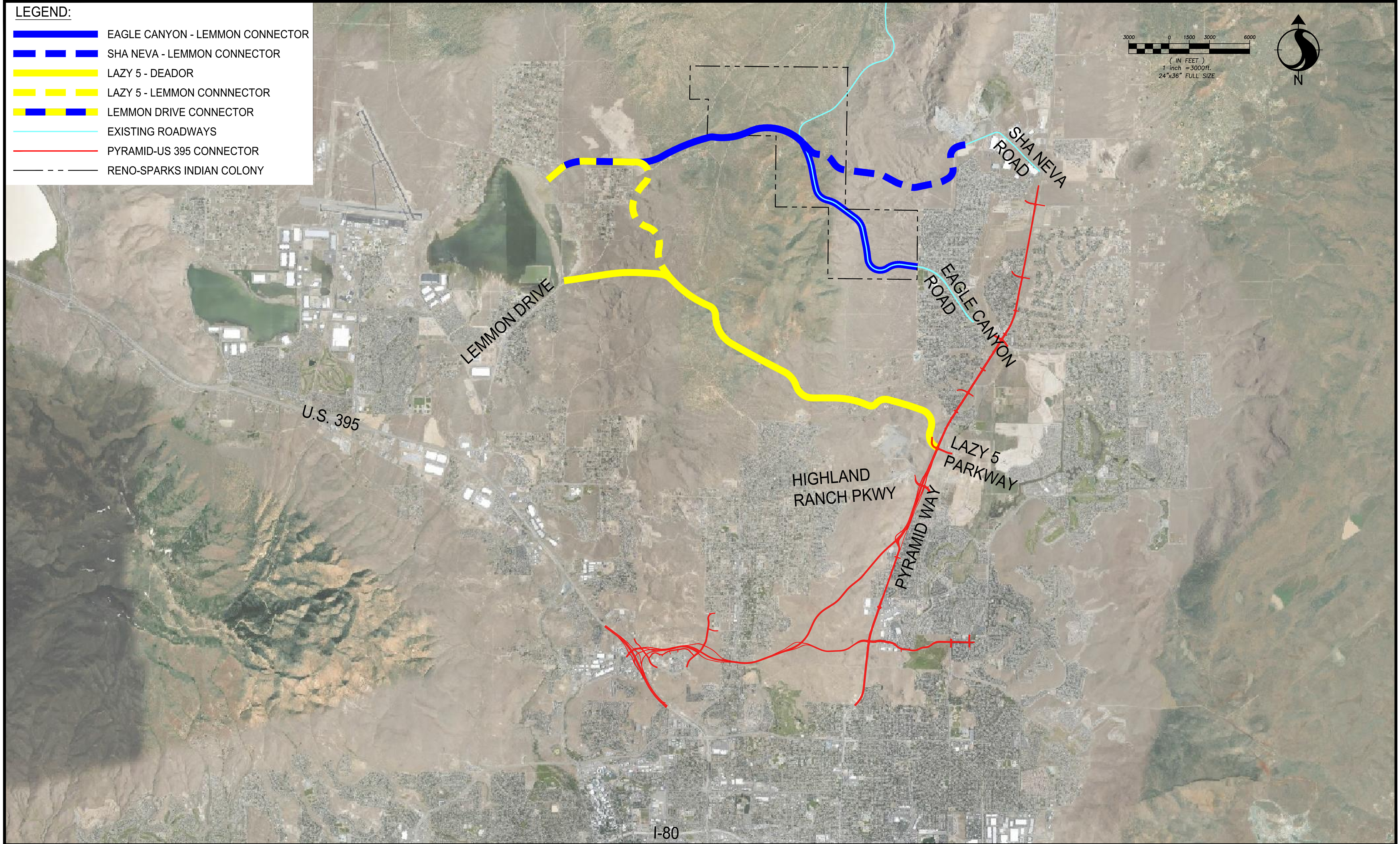
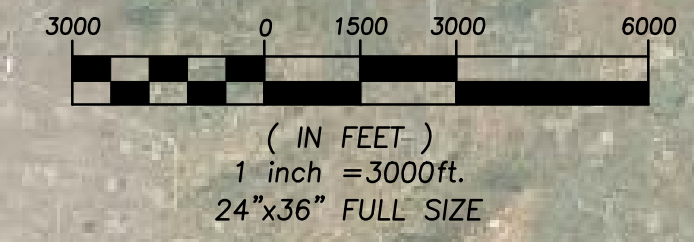
ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.

Attachment

LEGEND:

-  EAGLE CANYON - LEMMON CONNECTOR
-  SHA NEVA - LEMMON CONNECTOR
-  LAZY 5 - DEADOR
-  LAZY 5 - LEMMON CONNNECTOR
-  LEMMON DRIVE CONNECTOR
-  EXISTING ROADWAYS
-  PYRAMID-US 395 CONNECTOR
-  RENO-SPARKS INDIAN COLONY



EAGLE CANYON ALIGNMENT STUDY

POTENTIAL CORRIDORS





REGIONAL TRANSPORTATION COMMISSION

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September 18, 2020

AGENDA ITEM 6.1

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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Metropolitan Planning Organization of Washoe County, Nevada

September 18, 2020

AGENDA ITEM 6.2

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
September 18, 2020 Board Meeting

Appropriations

On July 31st, the House passed their version of the FY 2021 transportation appropriations bill. The transportation appropriations measure totals \$107.2 billion in total budgetary resources for U.S. DOT, an increase of \$21.1 billion above FY 2020 and \$19.4 billion above the President's budget request. On July 30th, the White House issued a veto threat to the House appropriations bill in its statement of administration policy (SAP). While the SAP makes note of the appropriations package exceeding Congress' two-year budget agreement spending limits, it specifically notes objections to the transportation appropriations bill, specifically opposing \$26 billion in DOT emergency spending and the mask mandate applicable to airlines, certain public transit, and Amtrak. The Senate has not taken up the measure.

The end of the federal fiscal year is September 30th. If a continuing resolution (CR) is not passed before then, the government will shutdown. House Democratic majority leadership, Senate Republican majority leadership, and the White House have all stated they do not want to shutdown the government and that a continuing resolution must be passed. House Speaker Pelosi and Secretary Mnuchin have agreed in principle to a clean CR but at this point its length is not determined. The ease of passage of a CR depends upon what other legislation is included in the vote to keep the government funded, including but not limited to, COVID-19 relief legislation, FAST Act surface transportation reauthorization (which also expires September 30th), and National Flood Insurance Program reauthorization.

COVID-19 Relief Package

On July 27th, Senate Republican leadership released several pieces of legislation that take the form the Health, Economic Assistance, Liability Protection, and Schools (HEALS) Act. The HEALS Act does not include funding for public transit agencies, or supplemental funding for state and local governments. APTA is advocating for the inclusion of \$32-36 billion in transit funding. The total price tag of the HEALS Act is in the \$1 trillion range.

The House-passed Health and Economic Recovery Omnibus Emergency Solutions (HEROES) Act includes \$15.75 billion in operating assistance grants for public transit. For state and local funding, the bill provides \$500 billion to states and \$375 billion to local governments, and \$15 billion to state DOTs. The total price tag of the HEROES bill is in the \$3 trillion range.

On August 18th, Senate Republicans released a "skinny" COVID-19 relief bill, the "Delivering Immediate Relief to America's Families, Schools and Small Businesses Act." This bill was slightly amended and re-introduced on September 8th. Among other provisions, the bill includes liability limitations for COVID-19 personal injury claims, funding for the Educations Stabilization Fund , federally funded supplemental unemployment benefits, a second round of Paycheck Protection Program funding with reforms on new applications and existing loans, assistance for child care providers, extends the deadline for Coronavirus Relief Funds, and additional appropriations for testing, contact tracing, and vaccine development. This bill is in the \$500 billion range and may be acted on by the Senate this week.

The "skinny" proposal does not fix the core issue between the House and Senate - the size of the relief package. In fact, it goes in the opposite direction. The House and Senate remain far apart, both in scope and overall funding, and negotiations have stalled. The timeline for passage of a relief package remains incredibly fluid. With political pressure mounting and layoffs threatened, it is anyone's guess as to what Speaker Pelosi and Leader McConnell will be able to agree to, if anything.

FTA Grant Application

RTC submitted its grant application for the FTA's Real-Time Transit Infrastructure and Rolling Stock Condition Assessment grant program. The project, Digital Twin Paradigm for Real-Time Transit Infrastructure Maintenance, received a letter of support from Senator Cortez Masto, Senator Rosen, and Congressman Amodei. RTC's project will place sensors and network equipment on buses, rather than fixed infrastructure; in so doing, each time a bus drives past a piece of transit infrastructure, sensors on the bus will update the infrastructure's digital twin, using state-of-the-art machine learning technology to automatically identify any changes and sending notifications of maintenance needs in real time.

U.S. Conference of Mayors

The U.S. Conference of Mayors (USCM) released its "American Breakthrough" platform of 10 priorities "inspired by the Conference's bipartisan focus on creating a safe, sustainable, and equitable future through investing in America's communities." One of these priorities is: "Build Modern, Resilient Infrastructure to Address Climate Change, Promote Environmental Justice, and Enhance Opportunity and Productivity: Transportation, Water, Green Energy, and Technology Systems." Within this priority, USCM proposes:

- Secure the highway trust fund and direct more highway dollars through the Surface Transportation Block Grant Program and other programs.
- Make public transit investment a higher priority and reward cities that embrace new initiatives and innovations...including local hiring...and support local efforts to complete streets and advance safety first outcomes, improve transit access and services, promote transit adjacent housing, reduce air pollutants...and harden existing transportation facilities and networks to make them more resilient to climatic events.
- Support continuing local efforts to address future transportation needs...incentivize the local deployment of new transportation technologies and update local regulatory regimes to address autonomous vehicles...and embrace shared mobility services and resources that expand travel options in cities and their regions and increase the throughput of urban networks serving people and vehicles.
- Support local efforts to pilot and test new technologies, especially in the transportation sector.

Presidential Memorandum

On September 2nd, President Trump signed a memorandum to the Attorney General and the Director of the Office of Management and Budget (OMB), entitled, "Reviewing Funding to State and Local Government Recipients of Federal Funds that are Permitting Anarchy, Violence, and Destruction in American Cities." The memo includes reference to Washington, DC, Portland, New York, and Seattle. The memo instructs Attorney General Barr to develop and publish a list of "anarchist jurisdictions" that "permitted violence and the destruction of property to persist and have refused to undertake reasonable measures to counteract these criminal activities." OMB is directed to issue guidance on restricting or disfavoring the eligibility of anarchist jurisdictions to receive Federal grants.

Select Committee on the Climate Crisis

The Senate Democrats' Select Committee on the Climate Crisis, of which Senator Cortez Masto is a member, released its framework for comprehensive legislation to address climate change. The overarching goals of the framework are to achieve 100% net-zero emissions by 2050, increase federal spending on climate action to at least 2% of GDP, and create at least ten million new green jobs. The report provides, "Rapid increases in zero-emission vehicles, cleaner liquid fuels, public transportation, and smarter planning can significantly reduce emissions from the transportation sector."

Census

The U.S. Conference of Mayors have sent letters to Congress and the Administration concerning the U.S. Census. One letter urges congressional leaders to include language in the next COVID-19 relief package to officially extend the statutory and data collection deadlines. A second letter urges the Census Bureau to stand by its April decision to extend the data collection deadline through October 31, 2020.

Congresswoman Pramila Jayapal (D-WA), co-chair of the Congressional Progressive Caucus, led a letter to leadership (signed by Congresswoman Titus and 87 other Members of Congress), urging them to prohibit the shortened collection deadline. Furthermore, following a request by the Senate Appropriations Subcommittee on Commerce, Science, and Justice Ranking Member Jeanne Shaheen (D-NH), the U.S. Department of Commerce Inspector General notified Commerce Secretary Ross that they will investigate the decision to shorten 2020 Census field data collection and self-response operations.

It has been reported that, after October 7th, the Census Bureau will stop accepting paper census forms postmarked by September 30th. There are concerns as to whether existing delays in USPS operations could negatively impact accuracy of these mail-in forms, especially in more rural areas.



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

September 18, 2020

AGENDA ITEM 6.3

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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September 18, 2020

AGENDA ITEM 7

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.



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

September 18, 2020

AGENDA ITEM 8

TO: Regional Transportation Commission

FROM:

A handwritten signature in black ink, appearing to be "Bill Thomas", written over a horizontal line.

Bill Thomas, AICP
Executive Director

SUBJECT: Public Input

This agenda item allows the public the opportunity to provide information on topics within the jurisdiction of the Regional Transportation Commission (RTC). Any person wishing to wait to provide public comment on a specific agenda item should indicate that item number on the “comment” card. The RTC Chair reserves the right to take all public comment during Public Input. Individuals addressing the Board during the Public Input portion of the meeting will be limited to three minutes total. However, an individual acting as a spokesperson for a group of individuals may request additional time. Individuals are expected to provide public input in a professional and constructive manner.