



LOCATION:

Meeting via teleconference/Zoom only pursuant to NRS 241.023 and Emergency Directive 006. **DATE** Oct. 16, 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 October 15, 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

SPECIAL RECOGNITIONS:

- Presentation from the American Planning Association Nevada Chapter of the 2020 DeBoer Awards for the Outstanding Public Outreach for the South Meadows Multimodal Transportation Study, Outstanding Implementation of the Virginia Street Bus RAPID Transit Extension Project, and the Outstanding Community Partner Award Vision Zero Truckee Meadows - Amber Harmon
- Presentation from the Nevada Department of Transportation on the I-80 Corridor Study - Sondra Rosenberg

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

2. PUBLIC INPUT

- 2.1 Public Input - *please read paragraph II near the top of this page*

3. CONSENT ITEMS

Engineering

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

Public Transportation/Operations

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

Planning

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

Administration

- 3.5 Acknowledge receipt of the monthly Procurement Activity Report *(For Possible Action)*
- 3.6 Approve addition of new language to RTC Personnel Rules: Workplace Safety; Team Incentive Award and Employment Categories. Approve the deletion of RTC Management Policies: Safety Policy and Program (P-38) and Employment Categories (P-50). Approve modification to RTC Management Policy Equal Employment Opportunity (P-2) and Reasonable Accommodation (P-48) *(For Possible Action)*

Procurement and Contracts

- 3.7 Approve the agreement for the purchase of a Proterra 500kW Overhead fast Charger in an amount not-to-exceed price of \$379,000; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*
- 3.8 Approve Change Order (CO) No. 19 in the amount of \$83,331 for changes to the project scope associated with bridge deck repairs at North Virginia Street between Maple Street and 8th Street on the Virginia Street Bus RAPID Transit (BRT) Extension Project; authorize the RTC Executive Director to execute CO No. 19 *(For Possible Action)*
- 3.9 Approve the Professional Services Agreement (PSA) with Lumos and Associates for the 2021 Preventive Maintenance Program project for design services and construction management services in the amount of \$726,925; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*

Inter-agency Agreements

- 3.10 Authorize the RTC Executive Director to execute the Fiscal Year (FY) 2021 Street and Highway Program Interlocal Cooperative Agreement (ICA) between Washoe County, City of Reno and the RTC *(For Possible Action)*

Resolutions

- 3.11 Approve a resolution declaring an intention to sell five remnant parcels no longer needed for the Virginia Street Bus RAPID Transit Extension Project (APN 007-183-11; APN 007-183-12; APN 007-183-13; APN 007-183-18; APN 007-183-19) to the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno *(For Possible Action)*

~END OF CONSENT AGENDA~

4. DIRECTOR REPORTS

4.1 **RTC EXECUTIVE DIRECTOR REPORT** – *verbal report - no action required*

4.1(a) Receive report on the 2021 Nevada legislative session process - *no action required*

4.2 **FEDERAL REPORT** - *no action required*

4.3 **NDOT** Monthly updates/messages from NDOT Director Kristina Swallow – *no action required*

5. 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.

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

7. MEMBER ITEMS

8. 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

October 16, 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

October 16, 2020

AGENDA ITEM 3.1

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 plans were submitted for the final 90 bus stop locations. Another group of bus stop improvements will be advertised for construction bids later this year.

Center Street Multimodal Improvements Project

The RTC Board approved moving forward with the design phase of the Center Street Cycle Track. Additionally, sidewalk improvements and pavement rehabilitation in some locations have been included in the project scope. The project name was also updated. Following a meeting with City of Reno staff and elected officials to discuss the findings of the Traffic Analysis Report of the two-way cycle track along Center Street, the limits were revised to better accommodate the community needs and still provide bicycle connectivity between the University of Nevada, Reno (UNR) and Midtown. The amendment also includes an updated schedule with construction anticipated to begin in the summer of 2023.

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 review comments have been received from the agencies. An amendment to the design contract has been approved that will split the project into two phases and provide for construction management services. Phase 1 will be from Rock Boulevard to McCarran Boulevard and Phase 2 will be on Mill Street from Terminal Way to Rock Boulevard. Right-of-way impacts have been identified and the right-of-way acquisition process for Phase 1 is underway. The construction schedule will be determined later this year.

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 the fall of 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 North 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 at the 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. The project is scheduled for construction in spring 2021.

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 was 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. To allow for a 30-day comment period of the information that was presented and greater opportunities for public involvement, the virtual meeting was hosted and comments could be provided through the project website – www.SparksBlvdProject.com.

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 retimed in 2016 will be reevaluated and retimed to address the changes to traffic demand. Approximately ninety-five (95) intersections will have revised timing implemented. Timing plans are developed in coordination with the local entities and the University of Nevada, Reno. In the process, re-evaluation of the other settings such as vehicle passage times are calculated at each intersection to make sure they are up to current standards.

Progress through 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 improvements at the intersection of Sharlands Avenue and Mae Anne Avenue;
- Installation of 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
- Completion of a traffic study to determine potential improvements to the southbound right turn lane at the intersection of Vista Boulevard and Baring Boulevard. This component of the project will not move forward due following a cost benefit analysis.

Titan Electrical Contractors was awarded the construction contract in July and 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.

Titan Electrical Contractors was awarded the contract earlier this year and construction is anticipated to begin in late October 2020.

Traffic Engineering (TE) Spot 10 – Fuel Tax Project

The project is currently in the preliminary design phase and includes:

- Traffic signal at the intersection of Veterans Parkway and Long Meadow Drive;
- Update traffic signal equipment at the intersection of Victorian Avenue and 16th Street; and
- Rectangular Rapid Flashing Beacon (RRFB) installation at various locations within Reno and Sparks.

Traffic Engineering (TE) Spot 10 - South Project

The project is currently in the preliminary design phase and includes:

- A new roundabout at the intersection of 4th Street and Woodland Avenue;
- Geometric improvements at the nearby intersection of 4th Street and Mesa Park Road; and a
- Left turn bay extension for the southbound left turn lane at South Virginia and Kietzke Lane.

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 Street 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.

Construction began on September 14, 2020, and is anticipated to be complete mid-October 2020.

Lemmon Drive Project

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

The final design of Segment 1 is underway. The RTC is coordinating with NDOT on the interchange improvement design elements to be incorporated into the project. The anticipated construction start date is spring 2021.

The project team began the Level 2 screening process for the top three (3) alternatives. The Top 3 Alternatives were presented to the RTC Board at the August 20, 2020 meeting. 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.

Oddie Boulevard/Wells Avenue Improvement Project

At the beginning of this month, 90% Design was submitted to the City of Reno and City of Sparks. A Virtual Public Meeting is planned for mid-November. Additional information can be viewed at: <http://oddiewellsproject.com>.

Pyramid Highway and US 395 Connection

On September 10, 2020, the RTC received notice of award from the United States Department of Transportation of a \$23 million BUILD grant for Phase 1 of this now nationally recognized project. USDOT's BUILD grant program is highly competitive nationally and grants are awarded to projects that are shown to be well planned and prepared and shown to be supported by and provide significant benefit to the community. The RTC will continue to work with NDOT and the Federal Highway Administration to deliver this important project. NDOT continues to work on design of Phase 1 that consists of increased roadway capacity and multimodal improvements on Pyramid from Queen Way to Golden View Drive. Design of this phase is anticipated to be complete in 2022. With the receipt of the grant, construction of Phase 1 is anticipated to begin in 2023. The estimated overall Phase 1 cost is \$45 million.

Sun Valley Boulevard Corridor Improvement Project

Construction activities started on June 22, 2020. Construction activities are estimated to take seven (7) months to complete. Traffic control during construction includes lane closures, but two-way traffic will be maintained with flaggers. Pulverization and pavement work started the last week of September and it is expected to last until the end of October. During this extensive pavement rehabilitation work, traffic is being detoured. 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.

The 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.

The RTC was initially informed that USACE has exhausted remaining available funds for the review 408 permit applications; however, some of the review of the application has been able to continue over the past month. Continued coordination with USACE continues regarding the processing of the application.

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

South Virginia Street has been open to two-way traffic since mid-August. The contractor has continued during the month of September to perform finishing work associated with planting of trees, irrigation, and landscape features, and installation of apprentices along the corridor within this segment.

Roadway reconstruction and bus rapid transit (BRT) work along North Virginia Street continued during the month of September. Early in the month, work activities focused on paving the western side of the roundabout and roadway preparation between 8th Street and 9th Street. Several of the bus rapid transit stations within this segment of the corridor progressed as well.

During the month of September, the outreach effort continued with stakeholder updates and notifying the public of traffic control changes and adjustments associated with the continued work flow. In addition, the project team began working on a social media campaign that was aimed at documenting the benefit and changes to the roadway that have occurred in the Midtown segment of the project.

The RTC has continued preparation on the eventual extension of the RAPID Virginia Line up to the University of Nevada, Reno. This effort started with a presentation to RTC's Citizens Multimodal Advisory Committee and Technical Advisory Committee about transit service change that will be required to accommodate the extension of service to the university.

Additional information can be viewed at: <http://virginiastreetproject.com/>

PAVEMENT PRESERVATION PROJECTS

2020 Preventive Maintenance (Various Locations)

The 2020 Preventive Maintenance project consists of patching, crack sealing, and slurry seal activities on approximately 200 lane miles of roadway. The contract was awarded to Sierra Nevada Construction (SNC). The project is anticipated to be complete by the end of this month.

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. Construction is anticipated to begin in the spring of 2021 and be complete by the end of the summer of 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 is the contractor. This project was complete in September.

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 needed easements for ADA compliant have been prepared and the project team is working to begin acquiring those rights. 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 was completed earlier this month.

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, City of Reno, and the utility companies. Design will be complete in late 2020 or early 2021. The construction start date will be determined in early 2021.

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. Substantial completion of the project is anticipated to be achieved in October 2020.

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 in the summer of 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 providing Design and Engineering During Construction Services. The project team is currently incorporating agency design review comments, and received public comments in September. Design will be complete later this year and construction is anticipated to begin in the spring of 2021.

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. Final design is anticipated to be complete in early 2021. The construction schedule has yet to be determined pending final design, right-of-way acquisition and coordination with other projects near this project.

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 the summer of 2021. Fifty percent (50%) plans have been completed and distributed for review.

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 and began construction in July. The project is anticipated to be substantially complete in October 2020.

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

There were no negotiated settlement agreements.

CONTRACTS UP TO \$50,000

Carter-Ott Appraisal in the not-to-exceed amount of \$3,000 for a review appraisal of the Wingfield Hills RRIF Offset Agreement (Lennar Reno).

Johnson Perkins Griffin in the not-to-exceed amount of \$24,000 for the appraisal of eight parcels associated with Phase 2 of the Mill Street Complete Street Project.

Paragon Partners, LTD. in the not-to-exceed amount of \$32,670 for the acquisition of parcels for Phase 2 of the Mill Street Complete Street Project.

Johnson Perkins Griffin in the not-to-exceed amount of \$25,000 for the appraisal of seven parcels associated with the Lemmon Drive Segment 1 Project.

SPV Associates, Inc. in the not-to-exceed amount of \$49,950 for Program Training Management Services associated with the e-Builder PMIS system.

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

October 16, 2020

AGENDA ITEM 3.2

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 Celebrates KeoLIFE - Keolis celebrated KeoLIFE September 16-22. KeoLife Week is a celebration in coordination with European Mobility Week. There are 7 pillars (workstreams) to KeoLife (*Safety, Operational Excellence, Customer Experience, Employee Engagement, Economic Performance, Partnering, and Social Responsibility*).

S A V E T H E D A T E



16 - 22 SEPTEMBER 2020



This year Keolis focused on doing several small scale events with one focusing on “customer experience.” In coordination with their Vegas location, they held a quick blitz (30 minutes) at RTC’s 4th STREET STATION on Thursday, September 17. A small number of Keolis and RTC staff handed out lighted blinking safety buttons to passengers as a way to “*Be Safe/Be Seen.*” Not only does this gesture show a sign of appreciation that RTC/Keolis cares, it also recognizes

those passengers for their patronage during these unprecedented times. Furthermore, it incorporates several of the KeoLife workstreams, including Safety, Customer Experience, Partnering, and Social Responsibility. RTC would like to thank Keolis not only for incorporating these core pillars but also for supporting the overall goal of Vision Zero Truckee Meadows, zero pedestrian fatalities by 2030, as well as our regional mission of *Vision Zero* – “working together to keep everyone safe [and seen] on Northern Nevada roads.” Visit www.visionzerotruckeemeadows.com to learn more about this effort.

RTC RIDE KEY HIGHLIGHTS

- As noted above, Keolis was successful in advocating KeoLIFE – Keolis’ Corporate awareness campaign that addresses Keolis’ core pillars:
 - KeoLIFE activities are centered on 7 Keolis Pillars that include Safety, Operational Excellence, Customer Experience, Employee Engagement, Economic Performance, Partnering, and Social Responsibility.
- Keolis is preparing to install hard shields throughout the fleet manufactured by Proterra, Inc. upon shipment later this month. These shields are intended to minimize the spread of COVID by protecting the bus operator compartment.
- Keolis installs mirror station to assist drivers as a measure to reduce vehicular contact with fixed objects. The mirror station enables operators to test their side mirrors and blind side; thereby, furthering an operator’s ability to fully understand a vehicle and its geospatial perimeter while in operation.
- Team Competition roll-out preparations are underway to better facilitate opportunities to encourage operators to exhibit positive behavioral trends, such as low attendance, low complaints, and low number of accidents, among other variables. Keolis has designed a competition between various supervisory teams to better gauge how a respective group of operators (roughly 30 to a team) are doing against one another during a calendar quarter. The winning team will have an opportunity to win a prize selected by the operator team as a whole.
- Beginning in August and continuing into September, Keolis deployed a digital Learning Management System (LMS). LMS’ deployment enables Keolis to be social distance conscious while enabling Keolis operators to be appropriately trained to industry standards. Safety meetings were paused in light of the pandemic while Keolis attempted to better navigate the meeting format within the context of COVID restrictions. The LMS is that solution and provides a sound method for testing knowledge skills moving into the future.
- All previous PPE efforts and associated COVID-19 cleaning measures are and remain in place.

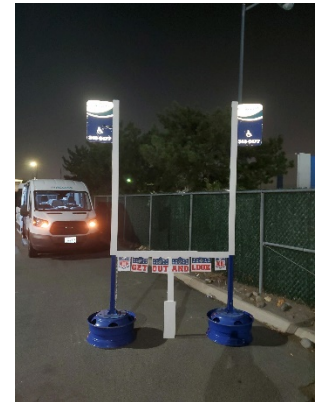


RTC ACCESS KEY HIGHLIGHTS



MTM REACHES GOAL raising over 100 lbs. of food initiated by its own employee driven food drive in an effort to give back to the community during these difficult times. MTM continues to maintain its daily regimen of sanitizing and cleaning vehicles daily to keep its employees, their loved ones and their clients safe against the spread of COVID-19. During the month of September, MTM's Safety Blitz focused on the G.O.A.L. Procedure (Get Out And Look) – operators correctly reciting the procedure where given the opportunity to kick a field goal – an example of

employee engagement and development reminding each one how important and valuable they are not only to the company, but also to the RTC ACCESS clients they serve. MTM Reservations staff were instrumental in providing RTC ACCESS clients with assistance in completing a *Community Transportation Survey* for the update of RTC's Coordinated Human Services Public Transportation Plan. RTC Customer Service staff were also available to provide assistance.

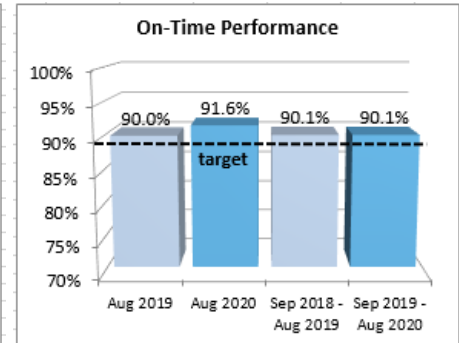
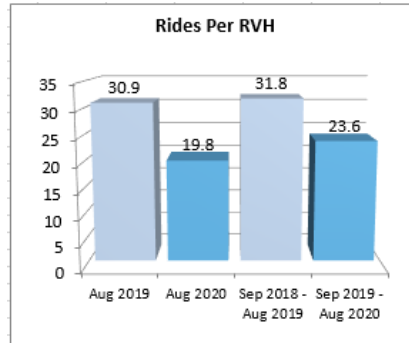
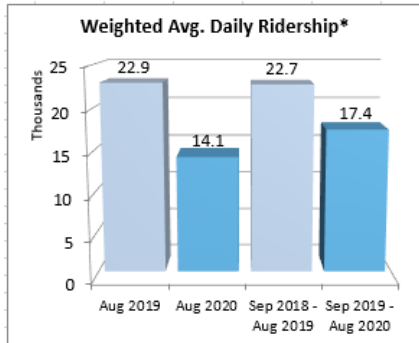


TRANSIT DEMAND MANAGEMENT (TDM) UPDATE

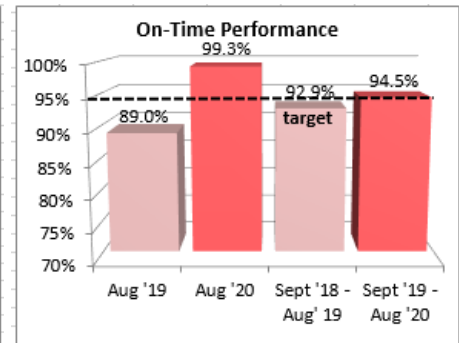
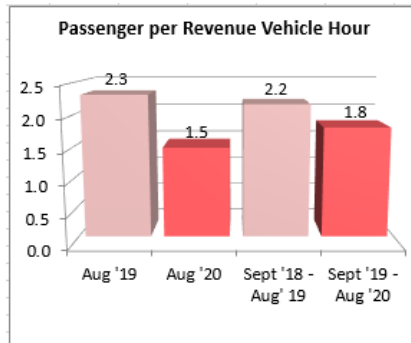
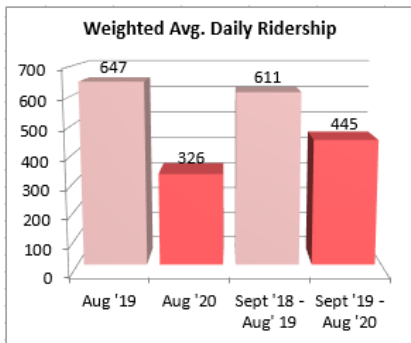
- Vanpools rose to 213 from 211 with over 125 of those serving the Tahoe-Reno Industrial Center (TRIC). Vans are still running to the Army depot, the prisons and Air National Guard. Tesla has resumed operations. Staff will continue to monitor this situation.
- RTC staff is moving ahead with the Transportation Management Association (TMA) and plans to hold a workshop this fall, either in person or virtually. 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. That meeting was held September 29th.
- With the City of 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 Reno Zoning technical working group meets every other Tuesday, and on September 15 discussed chapters 5 through 9 that included a recap of the trip reduction ordinance with no recommended changes being required.
- Staff is planning to meet with the student council at UNR to move a ballot question forward that would permit the University to charge students a fee for the ED pass program, beginning in FY22.
- Staff continues to work with a developer to include a bus pass subsidy program in a redeveloped apartment complex in Reno.

AUGUST 2020 TRANSIT PERFORMANCE

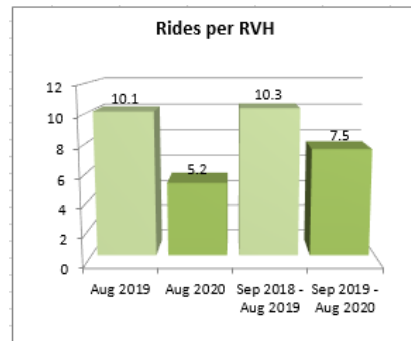
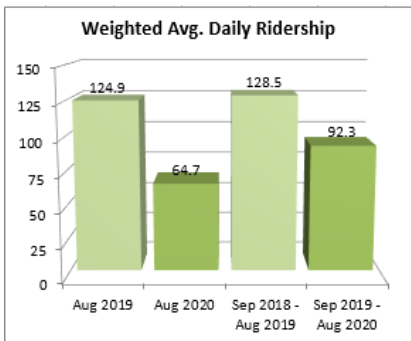
RTC RIDE



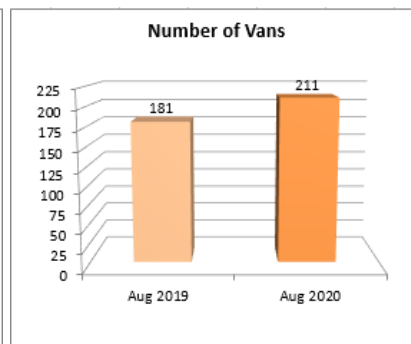
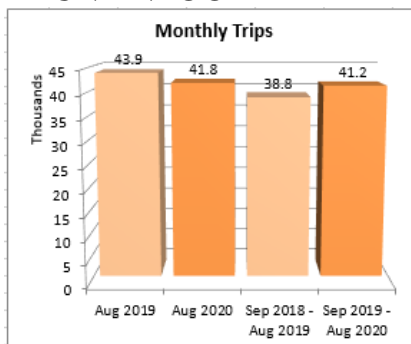
RTC ACCESS



TART



RTC VANPOOL



RTC Transit Performance Statistics¹

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Aug 2020	Percent Change	Aug 2019	Sep 2019 - Aug 2020	Percent Change	Sep 2018 - Aug 2019
Monthly Ridership*	439,915	-38.1%	710,357	6,272,578	-23.6%	8,212,730
Weighted Avg. Daily Ridership*	14,071	-38.5%	22,890	17,361	-23.5%	22,693
Revenue Vehicle Hours (RVH)	22,174	-3.5%	22,969	265,530	2.7%	258,543
Rides Per RVH	19.8	-35.8%	30.9	23.6	-25.6%	31.8
Revenue Vehicle Miles (RVM)	239,217	-5.1%	252,134	2,918,191	2.7%	2,842,252
Complaints Per 25,000 Rides	4.60	9.9%	4.19	3.69	5.2%	3.51
On-Time Performance ²	91.6%	1.7%	90.0%	90.1%	0.0%	90.1%

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		
	Aug '20	Percent Change	Aug '19	Sept '19 - Aug '20	Percent Change	Sept '18 - Aug '19
Monthly Ridership	9,775	-50.8%	19,876	157,300	-30.0%	224,563
Weighted Avg. Daily Ridership	326	-49.6%	647	445	-27.1%	611
Revenue Vehicle Hours	6,679	-22.4%	8,610	87,980	-12.7%	100,792
Passenger per Revenue Vehicle Hour (does not include taxi data)	1.46	-36.6%	2.31	1.79	-17.2%	2.16
Revenue Vehicle Miles (RVM)	81,187	-46.1%	150,696	1,228,837	-27.2%	1,688,632
Complaints per 1,000 Rides	0.41	16.2%	0.35	0.58	9.5%	0.53
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	2.46	0.0%	0.00	1.07	54.0%	0.69
On-Time Performance (does not include taxi data)	99.3%	11.6%	89.0%	94.5%	1.8%	92.9%
Taxi On-Time Performance	0.0%	0.0%	0.0%	0.0%	-100.0%	36.2%
Performance Indicator	June '20	Percent Change	June '19	July '19 - June '20	Percent Change	July '18 - June '19
Revenue*	\$113,598	-37.8%	\$182,571	\$1,668,538	-22.3%	\$2,146,148
Farebox Recovery Ratio*	14.25%	-42.31%	24.70%	18.26%	-26.93%	24.99%
Subsidy per Passenger*	\$62.94	201.4%	\$20.88	\$38.87	104.1%	\$19.04

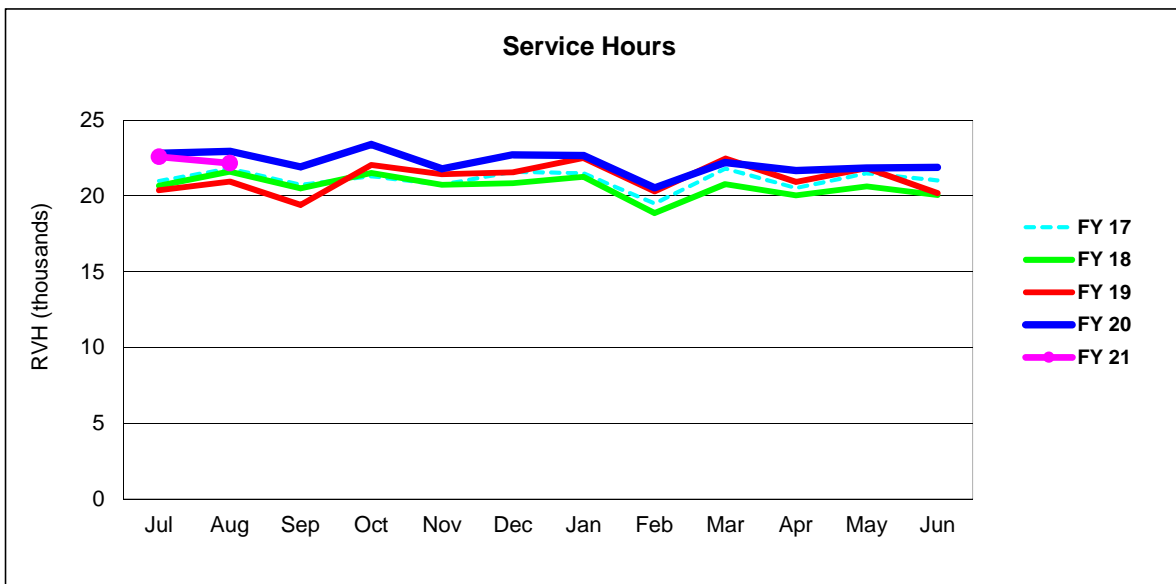
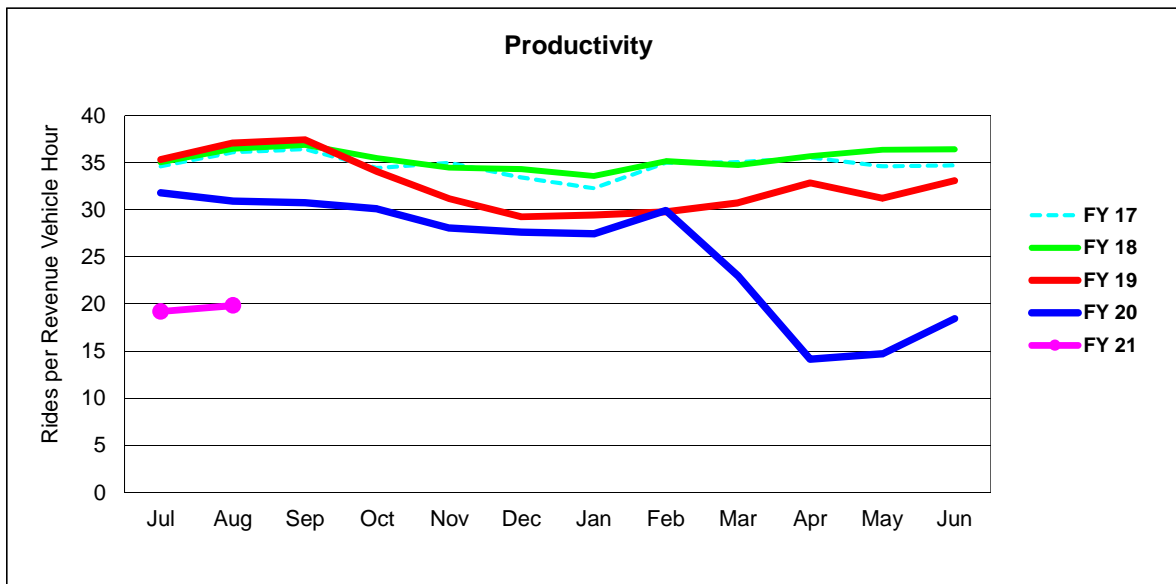
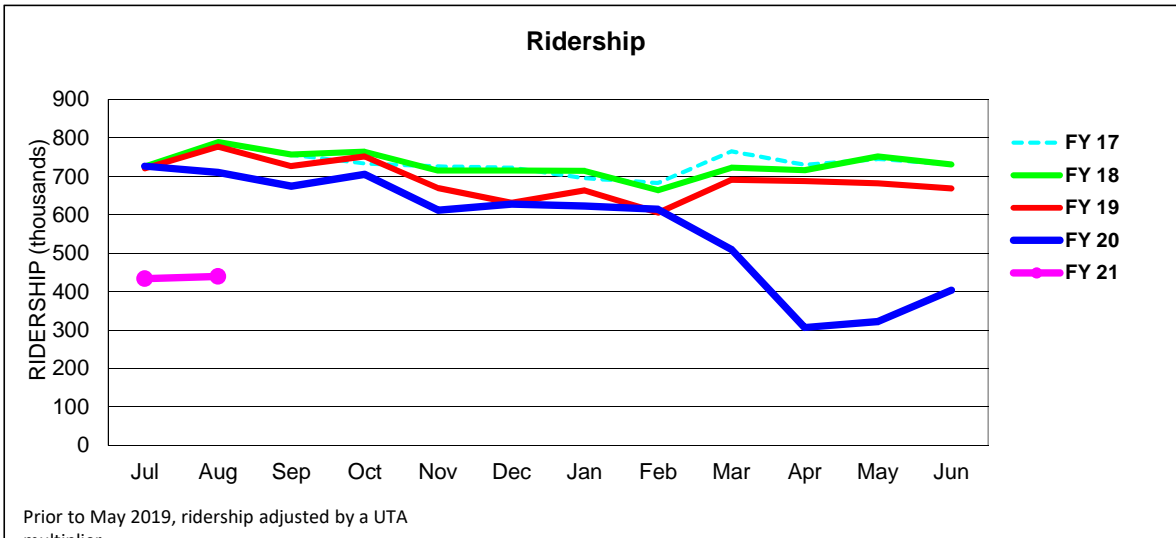
*June 2020 data is the latest available.

TART Performance Statistics

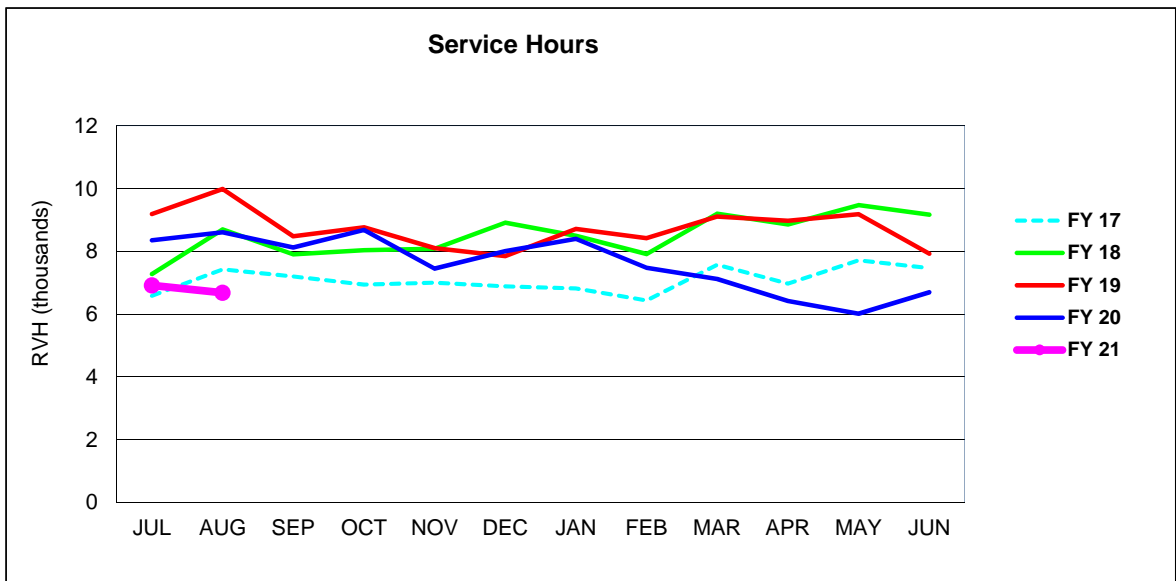
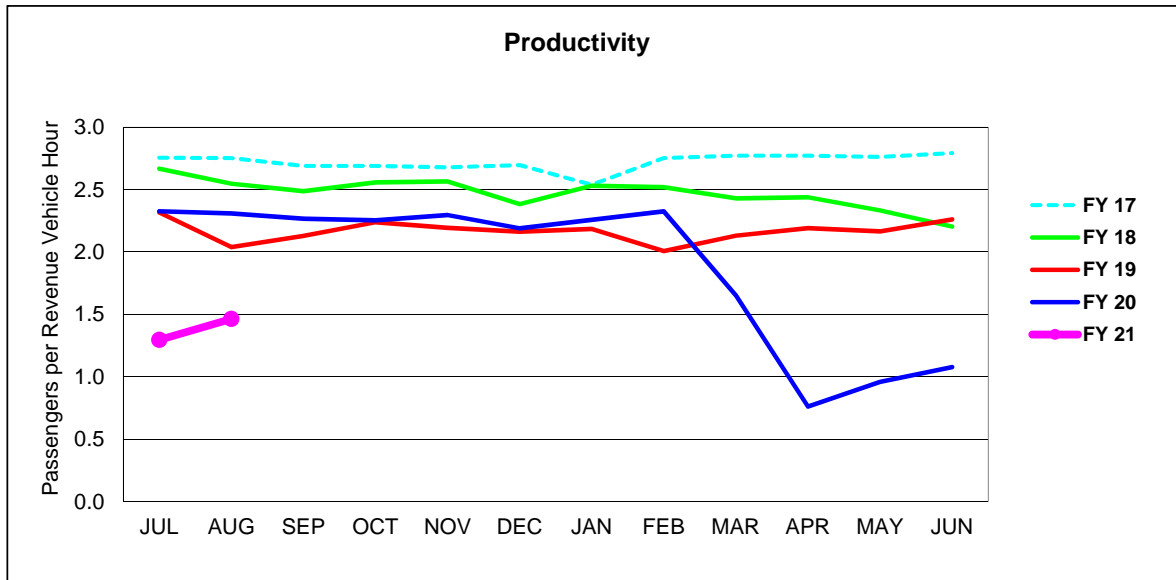
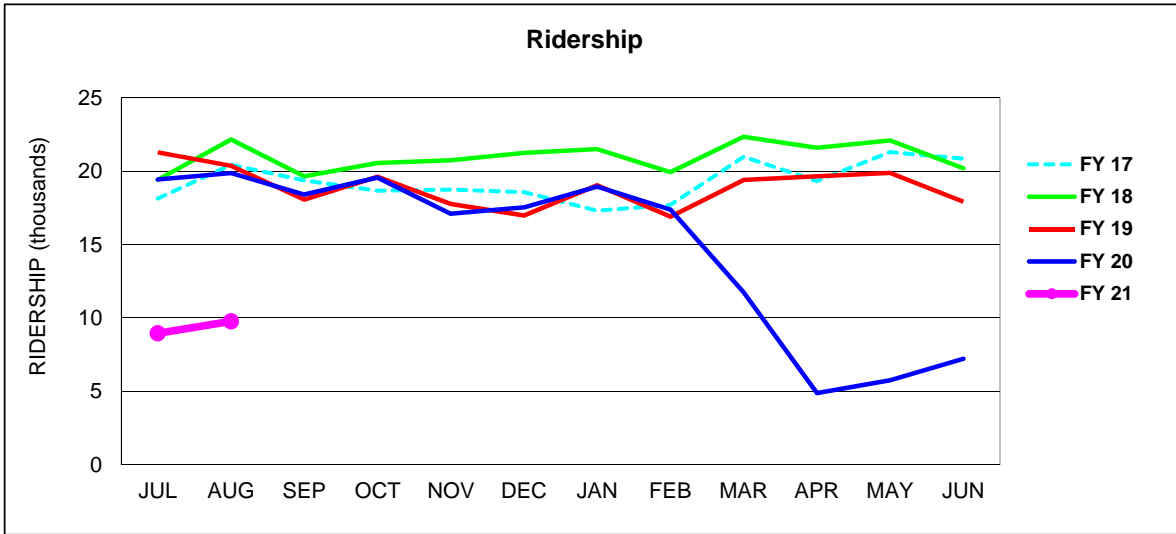
Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Aug 2020	Percent Change	Aug 2019	Sep 2019 - Aug 2020	Percent Change	Sep 2018 - Aug 2019
Monthly Ridership	1,988	-48.6%	3,867	33,320	-27.8%	46,118
Weighted Avg. Daily Ridership	64.7	-48.2%	124.9	92.3	-28.2%	128.5
Revenue Vehicle Hours (RVH)	385	0.4%	384	4,438	-0.9%	4,478
Rides per RVH	5.2	-48.8%	10.1	7.5	-27.1%	10.3
Revenue Vehicle Miles (RVM)	8,403	0.4%	8,366	87,088	-9.2%	95,950
Revenue*	\$0	-100.0%	\$4,220	\$8,760	-81.5%	\$47,343
Farebox Recovery Ratio*	0.0%	-100.0%	9.0%	1.6%	-81.8%	8.8%
Subsidy per Ride	\$24.47	121.0%	\$11.07	\$16.15	51.9%	\$10.63

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

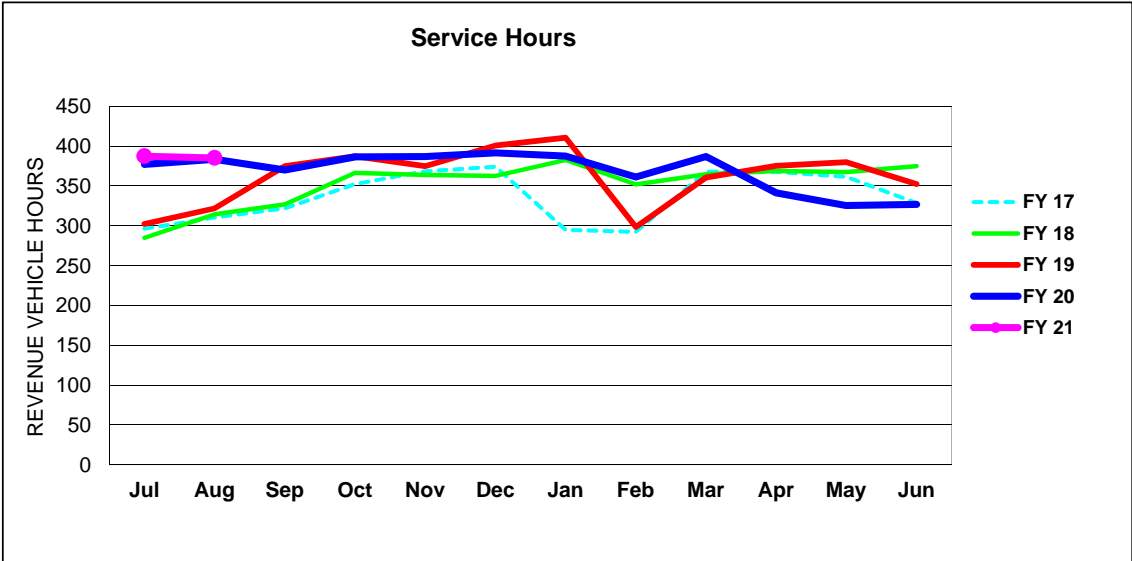
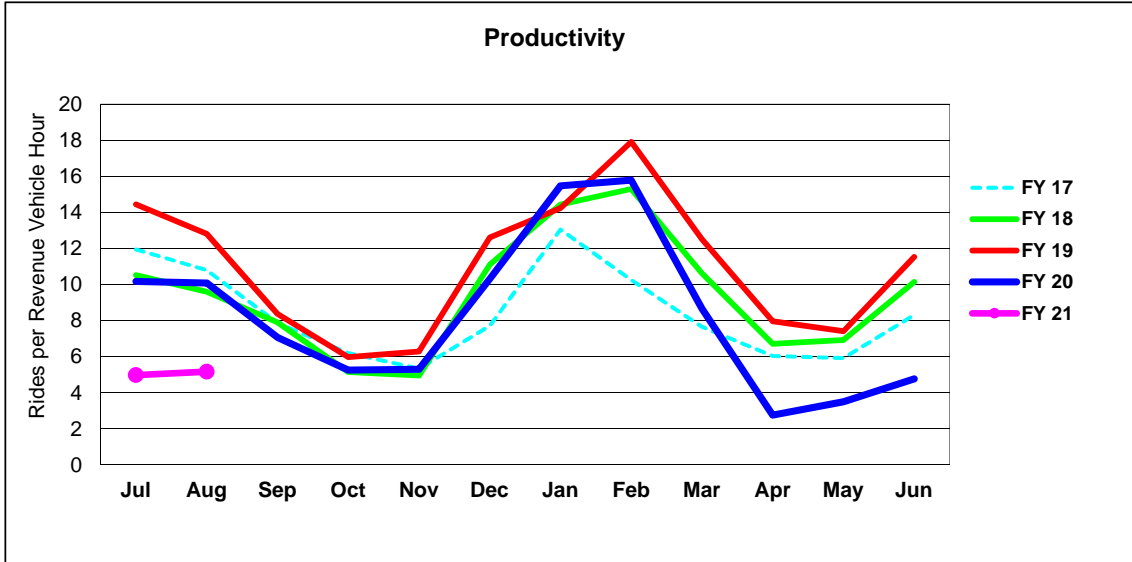
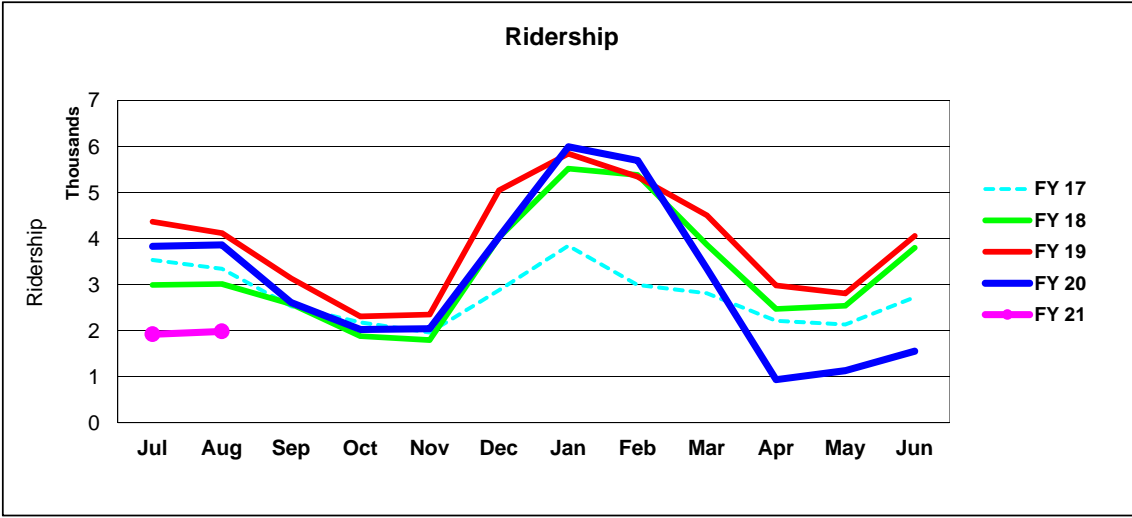
RTC Transit Fiscal Year Comparisons



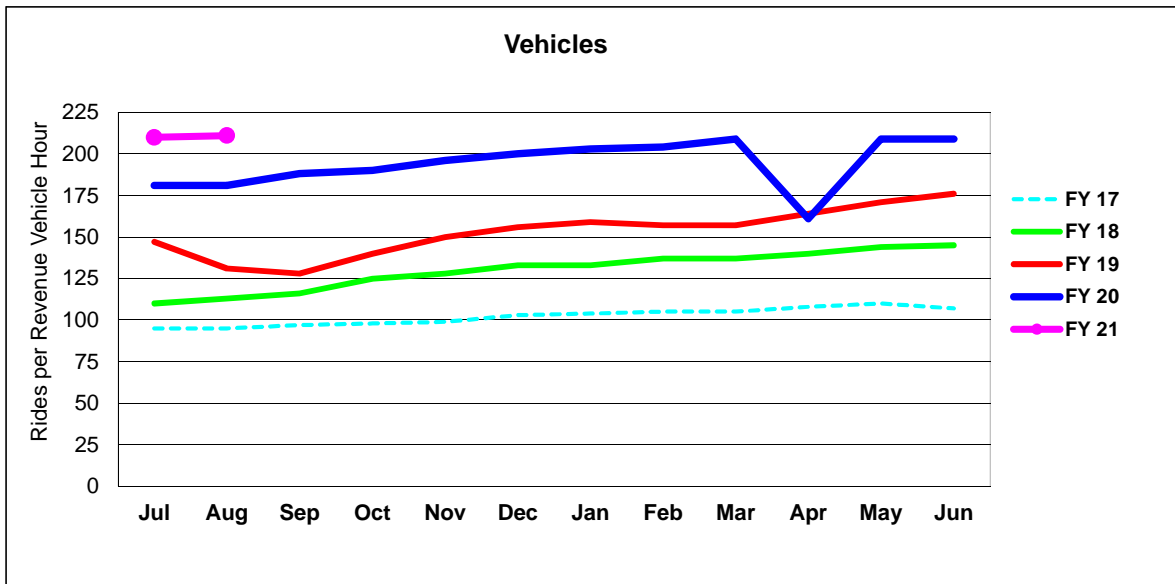
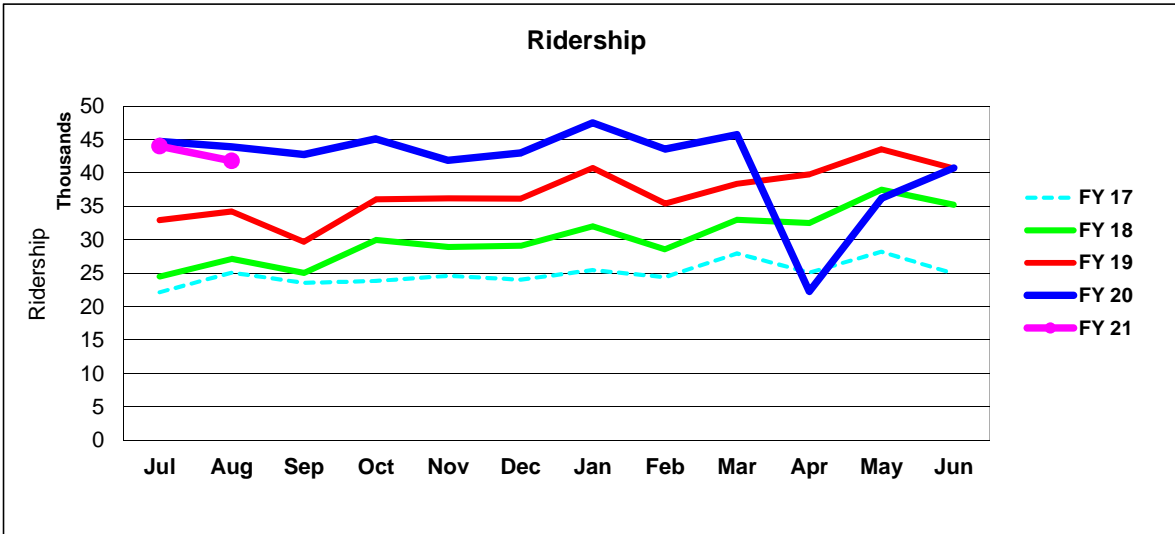
RTC ACCESS Fiscal Year Comparisons



TART - Nevada Fiscal Year Comparisons



RTC Vanpool Fiscal Year Comparisons





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

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October 16, 2020

AGENDA ITEM 3.3

TO: Regional Transportation Commission

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

Bill Thomas, AICP
Executive Director

SUBJECT: RTC Planning Department Report

RECOMMENDATION

Acknowledge receipt of the monthly Planning Activity Report.

PLANNING STUDIES

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

The purpose of the study is to enhance mobility and connectivity between the growing communities of Spanish Springs and Lemmon Valley and to facilitate safe and equitable access to economic and recreational opportunities while preserving the character and heritage of the area. Goals of the study include evaluation of traffic operations and safety on the existing Eagle Canyon Drive and creation of a PEL checklist to assist with future project development for a potential alignment. The project team has begun drafting a report and is conducting a refined environmental analysis on the consolidated corridor alignments.

Bicycle and Pedestrian Planning

The 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 is in the process of reviewing several “request for qualifications” for the program. Once a consultant is chosen, the contract will be brought to the Board for approval.
- RTC staff is working on updating the regional bike map. The last map was completed for the 2018-2019 year. Staff will distribute the maps in the community once they’re completed.
- The RTC continues to partner with the Truckee Meadows Bicycle Alliance (TMBA). TMBA; however, there hasn’t been to any meetings scheduled recently.

Vision Zero Truckee Meadows

- Agendas are posted on www.visionzerotruckeemeadows.com.
- Between January 1, 2020 and August 31, 2020, ten (10) pedestrians were killed in Washoe County. This is an increase of 25% compared to the same time period in 2019 when there were eight (8) pedestrian fatalities.
- Vision Zero Truckee Meadows is working on a campaign for public outreach on the time change to take place toward the end of October. 80% of pedestrian fatalities in Nevada occur in low-light settings. Watch for the #Dusk2DawnNV campaign.

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 – 3
- City of Reno – 6
- City of Sparks – 3

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 September 16 – October 15:

September 16	Sparks Blvd. Public Scoping Meeting
September 16	NV Health Response Statewide Meeting - COVID-19 Response
September 23	NV Health Response Statewide Meeting - COVID-19 Response
September 25	Sky Vista Parkway Project Virtual Community Meeting
September 25	Sky Vista Parkway Project Online Lighting Survey
September 30	NV Health Response Statewide Meeting - COVID-19 Response
October 1	RTC Citizens Multimodal Advisory Committee (CMAC) Meeting
October 7	RTC Technical Advisory Committee (TAC) Meeting
October 7	NV Health Response Statewide Meeting - COVID-19 Response
October 14	Walk to School Day School/Traffic Safety Outreach
October 14	NV Health Response Statewide Meeting - COVID-19 Response

Media Relations & Social Media

The RTC issued seven news releases and participated in 17 media interviews on various topics, including the Virginia Street Project detours, construction safety, RTC Labor Day office closures, the conversion of Kuenzli Street to two-way traffic, the Sparks Blvd. Project virtual live public meeting, the importance of the Census information to transportation funding, the \$23M BUILD Grant funding received for the Pyramid Highway Project, mask requirements on RTC transit, bathrooms being open to the public at RTC transit stations, Sun Valley Blvd. project detours, photos of the completed Virginia Street Project in Midtown, the Sky Vista Parkway project virtual public meeting, the Eagle Canyon Extension Study, a bus driver who contracted COVID, and more.

Social media was used to promote the benefits of the completed Virginia Street Project in Midtown, 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 conversion of Kuenzli Street to two-way traffic, the Sparks Blvd. Project virtual live public meeting, the importance of the Census information to transportation funding, the \$23M BUILD Grant funding received for the Pyramid Highway Project, mask requirements on RTC transit, Labor Day office closures and transit schedules, the RTC service change, closures on North Hills Blvd. for construction work, the RTC Board meeting, and more.

Social media metrics for the month of September: 35,083 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 Kuenzli Street Conversion Project, a Sun Valley Blvd. Project update, the Sparks Blvd. Project virtual community meeting, and a Virginia Street Project update.

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

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

October 16, 2020

AGENDA ITEM 3.4

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: October 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 October 7, 2020, and received reports regarding the update of the 2015 Coordinated Human Services Public Transportation Plan (CTP), RTC Engineering Department project status update and the 2050 Regional Transportation Plan (RTP) project evaluation process.

Technical Advisory Committee (TAC)

The TAC met on October 1, 2020, and received reports regarding the update of the 2015 CTP, RTC Engineering Department project status update and the 2050 RTP project evaluation process.

Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

The RRIF TAC met on Thursday, September 24, 2020. The committee received two separate reports on the RTC Travel Demand Methodology and TMRPA Development Model related to the forthcoming 7th Edition RRIF General Administrative Manual (GAM) for consideration.



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

October 16, 2020

AGENDA ITEM 3.5

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.

<u>Request for Proposals (RFP)</u>	
Project	Due Date
RTC 21-17 – Design Services for Sutro Bus Wash Replacement	October 02, 2020
RTC 21-16 – Design Services Charger Installation Centennial Plaza	October 12, 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.

There were no Bid Awards.

CHANGE ORDERS AND AMENDMENTS WITHIN EXECUTIVE DIRECTOR’S AUTHORITY

Project	Contractor	Approval Date	Change Order Number	Change Order Amount	Revised Total Contract Amount
University Area Transportation Study	Kimley-Horn	10/5/2020	1	\$20,062	\$200,000



REGIONAL TRANSPORTATION COMMISSION

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October 16, 2020

AGENDA ITEM 3.6

TO: Regional Transportation Commission

FROM: Angela Reich, SPHR
Director of Administrative
Services

A handwritten signature in black ink, appearing to read "Bill Thomas", is positioned above a horizontal line.

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: Workplace Safety; Team Incentive Award and Employment Categories. Approve the deletion of RTC Management Policies: Safety Policy and Program (P-38) and Employment Categories (P-50). Approve modification to RTC Management Policy Equal Employment Opportunity (P-2) and Reasonable Accommodation (P-48).

SUMMARY

The recommended new language of Workplace Safety and Employment Categories to the RTC Personnel Rules is to update and replace language from RTC Management Policies Safety Policy and Program (P-38) and Employment Categories (P-50) recommended for deletion. The recommended new language of Team Incentive Award is to provide recognition to assigned teams at the direction of the Executive Director. The recommended modification of Equal Opportunity (P-2) and Reasonable Accommodation (P-48) is to update with current laws.

FISCAL IMPACT

Any fiscal impact is included in the approved Fiscal Year 2021 budget.

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 September 18, 2020. The Board approved RTC Management Policies Equal Employment Opportunity (P-2) September 21, 2018; Anti-Harassment (P-3) September 15, 2017; Safety Policy and Program (P-38) September 15, 1994; Employment Categories (P-50) November 29, 2010.

Attachments

Updated Personnel Rules Attachment - October 2020

Workplace Safety

Employees have a duty to comply with all safety rules and are expected to take an active part in maintaining a hazard-free environment. Nevada OSHA requires that each new employee reads, understands, and signs the Nevada Workplace Safety Employee Rights and Responsibilities form. Employees are to direct questions to their supervisor.

Employees are expected to observe all posted safety rules, adhere to all safety instructions, properly use all equipment, read and understand the RTC Safety Management System Plan (SMSMP) located on SharePoint. Employees are required to report any accidents or injuries, and any breaches of safety to their supervisor as soon as possible.

Disciplinary action, up to and including termination, may be imposed for violation of known safety policy and/or procedure.

Employees with ideas, concerns, or suggestions for improved safety within the workplace are encouraged to raise them with the safety and security administrator, their supervisor or with another member of management. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports made in good faith may be made without fear of discrimination or retaliation.

Team Incentive Award

A Team Incentive Award aims to promote assigned teams identified as performing in an exceptional manner in attaining specific, agency-set goals or solving specific issues at the request of the Appointing Authority or the Executive Director. The Team Incentive Award will be a nominal amount in the form of a bonus for the team member and will be awarded at the sole discretion of the Executive Director. All awards are considered taxable income and will be reflected on the employee's income earning statements.

Position Designations

All positions are designated as "exempt" or "non-exempt" according to federal and state laws and regulations.

Non-Exempt employees are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt from the law's requirements concerning minimum wage and overtime.

Exempt employees are generally executive, professional, administrative, or technical staff who are exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs which meet the standards and criteria established under the FLSA by the US Department of Labor.

In addition, the RTC has established the following categories for both non-exempt and exempt employees:

Regular, full-time –Employees who are not in a temporary status and who are regularly scheduled to work a full-time schedule of 40 hours each week on a regularly scheduled basis. Generally, they are eligible for the full benefit package, subject to the terms, conditions and limitations of each benefit program.

Regular, part-time – Employees who are not in a temporary status and who are regularly scheduled to work less than the full-time schedule but at least 20 hours each week. Regular, part-time employees are eligible for some of the benefits offered by the Agency subject to the terms, conditions, and limitations of each benefit program.

RTC Management Policy P-38

Date Approved: 9/15/1994

Approved: _____

MANAGEMENT POLICY

SUBJECT: SAFETY POLICY AND PROGRAM

PURPOSE

To establish RTC's commitment to safety and health in the workplace.

POLICY

It is the policy of the Regional Transportation Commission to maintain a safe and healthy workplace for all employees. Managers and supervisors are responsible for carrying out the policies adopted by the RTC to prevent accidents and minimize workplace injuries. Employees share in the responsibility to work safely and to bring hazardous conditions to the attention of RTC Management.

These procedures for the Safety Program have been created and documented in writing in recognition of our obligation to provide the safest possible working conditions for our employees. All employees are expected to follow the procedures set forth in this Program as a condition of continued employment. Revisions to the procedures of the Safety Program may be made in the future by the RTC Executive Director, dependent upon workplace conditions or changes required by State or Federal regulations.

PROCEDURES

Safety Responsibilities

The following responsibilities and procedures are set forth to ensure consistent understanding of each RTC employee's responsibility relative to the Safety Program and workplace safety.

SAFETY POLICY AND PROGRAM

Page 2

Management:

Management shall be responsible for establishing and maintaining guidelines and procedures to eliminate unsafe working conditions and minimize the potential for employee injuries. To this end, RTC Management shall:

1. Establish a Safety Program.
2. Enforce rules set forth in this program.
3. Encourage employees to report hazardous conditions and correct these conditions as authorized.
4. Conduct quarterly inspections of the facility to assess hazardous conditions.
5. Conduct training sessions on safety issues in accordance with OSHA requirements, and as our experience indicates are needed.
6. Investigate all injuries and "near miss" accidents.

Employees:

RTC employees have a duty to take responsibility for workplace safety. In order to minimize the chance of injury to themselves and coworkers, all employees shall:

1. Comply with this Safety Program.
2. Report hazardous conditions to management.
3. Attend training sessions held by the agency.
4. Immediately report injuries or accidents which do not result in injuries ("near misses") to management.

Safety Coordinators:

Management shall appoint a Safety Coordinator to implement and administer the Safety Program. The duties of this individual shall include the following:

1. Provide assistance in complying with OSHA regulations.
2. Assist as needed in injury and "near miss" investigations.
3. Assist as needed in conducting inspections.
4. Maintain and post the OSHA 200 log.
5. Keep up to date with OSHA regulations, as well as other applicable regulations.
6. Assist supervisors as needed in investigating employee reports of hazardous conditions.
7. Follow up with supervisors to ensure that causes which resulted in injuries are corrected after an injury occurs.

SAFETY POLICY AND PROGRAM

Page 3

Supervisors:

The duties of the supervisors shall include the following:

1. Conduct an immediate investigation of all injuries and "near misses."
2. Investigate employee reports of hazardous conditions and recommend corrective action.
3. Ensure that causes which resulted in injuries are corrected after an injury occurs.

Hazard Identification and Control

The Safety Coordinators will conduct quarterly safety inspections using the checklist contained at the end of this Program. Problems will be noted on the checklist, and corrective action, abatement dates, and responsible officials will be noted on the Safety and Health Deficiency Report. The checklist may be revised by the Safety Coordinator as necessary to reflect workplace conditions. The Safety Coordinator will maintain these completed checklists for five years.

Employees are to report hazardous conditions by using the Report of Hazard, Unsafe Condition or Practice form and submitting it to their immediate supervisor. The supervisor will recommend corrective action. Management will follow up on recommended action to ensure implementation or change the recommendation if appropriate. This will all be documented on the Report of hazard, Unsafe Condition or Practice form, which will be forwarded to and maintained by the Safety Coordinator for five years.

Training

The Safety Coordinator shall be responsible for developing and providing training to employees to prevent accidents and minimize injuries. Training will be provided at regular intervals. The following is a list of possible topics for employee training. It is not intended to be a complete list, and other topics may be added in the future.

- Hazard Communication
- Emergency Action Plan
- Safe Lifting
- Hazard Recognition, Evaluation and Control
- First Aid/CPR
- Heat Stress
- Hand Safety
- Video Display Terminal Work Station Design
- Housekeeping
- Fire Extinguisher Usage
- Eye Protection
- Holiday Safety

SAFETY POLICY AND PROGRAM

Page 4

All training sessions will include a review of injuries which have occurred since the previous training session.

Training may consist of lectures, videos, handouts, and guest speakers. Training will be documented by using the Safety Training Form, which will be maintained upon completion by the Safety Coordinator for three years.

New employee orientation will be conducted by the Department Director and Safety Coordinator using the New Employee Orientation Form. Completed forms will be maintained by the Safety Coordinator for three years.

Accident Investigations

All injuries are to be reported immediately to Management by the injured employee by filling out a C-1 form (attached). An investigation is to begin immediately by the immediate supervisor of the injured person. The Injury Investigation Form is to be completed by the immediate supervisor.

The C-1 and the Injury Investigation Form are to be submitted to the Safety Coordinator in order to ensure corrective action is taken to reduce the probability of another injury occurring. These forms are to be maintained by the Safety Coordinator for three years.

Near misses are to be reported on the Near Miss Form, and the process for investigating and correcting the problem is the same as described above.

Safety Rules and Discipline

General Safety Rules:

The following is a list of general safety rules for all employees to comply with. It is not intended to be an exhaustive list of all possible safety precautions, and other general rules may be added as appropriate.

1. Do follow prescribed safety practices at all times.
2. Do report hazardous conditions as described in this program.
3. Do maintain safe housekeeping standards in your work area.
4. Do wear appropriate personal protective equipment when at jobs where this is required.
5. Do report all injuries and near misses immediately.
6. Do comply with all safety instructions given.
7. Do not run in the workplace or parking lot.
8. Do not use machinery if it is not properly guarded.
9. Do not try to lift more than you feel comfortable with – get help.
10. Do not eat or drink in assigned first-aid areas.
11. Do not engage in prohibited horseplay.

SAFETY POLICY AND PROGRAM

Page 5

Management is responsible for enforcing these general safety rules, as well as more specific safety rules or policies included in other written programs or designated by departmental or specific job needs. RTC will utilize the progressive discipline policy for safety infractions as follows:

First Offense	A documented verbal warning
Second Offense	Written warning placed in personnel file
Third Offense	Suspension without pay for no less than three days
Fourth Offense	Termination

We reserve the right to skip steps in the progressive discipline process of an employee if that employee engages in horseplay or any other safety infraction based upon the seriousness of the infraction and/or the consequences. In such cases, discipline may be administered at any of the above steps, including termination.

All disciplinary action will be documented by using the Safety Violation Form. The Safety Coordinator will maintain completed Safety Violation Forms for three years.

Safety Committee

Management will establish a Safety Committee comprised of both management/supervisory and non-supervisory employee representatives. The Safety Coordinator will chair the Committee. The employee representatives will be elected by their peers. If no employee representatives volunteer, they may then be appointed by Management. The Committee shall consider alternative methods of member selection as one of its first duties. Recommendations shall be forwarded to Management and future methods to be used approved before implementation.

The purpose of the Committee shall be to assist the organization in identifying unsafe work practices, suggesting improved safety procedures, suggesting pertinent training topics, assisting in accident investigations when necessary, conveying the need for safe work habits to coworkers, and generally supporting the organization's commitment to safety.

The Safety Committee will generally conduct quarterly meetings. A committee member shall be selected by the committee to take minutes of the committee meetings and actions. Minutes shall be maintained by the Safety Coordinator.

Record Keeping

All required records shall be kept as designated by state statute and as set forth in this program. Appropriate persons shall be assigned to maintain each of the records required.

Safety Checklists	5 years
Report of Hazard, Unsafe Condition or Practice	5 years
Safety Training Form	3 years
New Employee Orientation Form	3 years
C-1, Notice of Injury or Occupational Disease`	3 years
Injury Investigation Form	3 years

Enforcement

The overall enforcement of the state statute and Nevada administrative code has been designated to the Nevada Occupational Safety and Health Enforcement Section of SIIS. In-house enforcement of the Safety Program has been designated to RTC Management.

DELETED

Safety Violation Form

Date: _____

Employee Name: _____

This is your _____ 1st warning (verbal warning)

_____ 2nd warning (written warning)

_____ 3rd warning (suspension: ____ days without pay)

_____ 4th warning (termination)

Description of offense: _____

Previous warnings (if applicable): _____ – Date

_____ – Date

Employee response: _____

Supervisor Signature _____ Date _____

Employee Signature _____ Date _____

New Employee Orientation Form

Employee Name: _____

Date: _____

Safety Coordinator/
Supervisor Initial Here

1. Company safety program reviewed _____
2. General safety rules reviewed _____
3. Enforcement procedures reviewed _____
4. Injury reporting procedure reviewed _____
5. Workers' Rights and Responsibilities _____
6. Hazardous Condition Report Form reviewed _____
7. Emergency Action Plan reviewed _____
8. Location and use of fire extinguishers _____
9. Hazard Communication Program reviewed _____
10. Hazardous Materials MSDS's reviewed _____
11. Personal Protective Equipment requirements reviewed _____
12. Housekeeping standards reviewing _____
13. Proper lifting procedures reviewed _____
14. Other (list below) _____

Employee Signature

Date

Safety Coordinator

Date

Department Director or Supervisor

Date

Injury Investigation Form
(To be completed by supervisor)

Employee Name: _____ SSN: _____

Job Position: _____

Date and Time of Injury: _____

Location of Accident: _____

Location of Injury: _____

Date and time injury reported to you: _____

Witnesses: _____

First Aid Given: _____

How did injury occur? _____

What were causes of injury? _____

What recommendations do you have to prevent re-occurrence? _____

Corrective Action Taken (completed by Supervisor): _____

(Supervisor Signature)

(Safety Coordinator Signature)

Near Miss Report Form
(To be completed by employee)

Employee Name: _____ SSN: _____

Job Position: _____

Date and time of near miss: _____

Witnesses: _____

Describe what happened: _____

How do you think this type of “near miss” could be prevented in the future? _____

Corrective action (to be completed by Safety Coordinator): _____

(Employee Signature Date)

(Supervisor Signature Date)

SAFETY AND HEALTH DEFICIENCY REPORT

FACILITY INSPECTED: _____

DATE INSPECTED: _____

Item Number	Description of Deficiencies and Recommended Corrective Action	Abatement Date	Actual Completion Date	Official Responsible for Abatement
DELETED				

REPORT OF HAZARD, UNSAFE CONDITION OR PRACTICE

EMPLOYEE'S ACTION

Work Location		
Describe hazard, unsafe condition or practice. Recommend corrective action.		
Employee	Signature	Date

SUPERVISOR'S ACTION

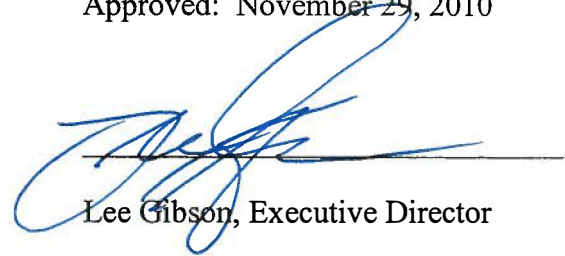
Recommend or describe specific action taken to eliminate the hazard, unsafe condition or practice. (IF Corrective Action has been taken, indicate the Date of Abatement.)		
Supervisor	Signature	Date

APPROVING OFFICIAL'S ACTION

	The following corrective action was taken	
	A Work Order has been submitted to effect the following change:	
	There are no reasonable grounds to determine such a hazard exists. This decision is based upon:	
Signature	Date	Date Employee Notified

RTC Management Policy P-50

Approved: November 29, 2010



Lee Gibson, Executive Director

MANAGEMENT POLICY

SUBJECT: Employment Categories

POLICY:

Regional Transportation Commission (RTC) employees are classified as full-time, part-time, or temporary and as exempt or nonexempt for the purposes of compensation administration. In addition, RTC may supplement the regular workforce, as needed, with other forms of flexible staffing.

It is the intent of RTC to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility.

All employees are designated as either Non-Exempt or Exempt under state and federal wage and hour laws.

Non-Exempt employees are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt from the law's requirements concerning minimum wage and overtime.

Exempt employees are generally executive, professional, administrative, or technical staff who are exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs which meet the standards and criteria established under the FLSA by the US Department of Labor.

In addition, the RTC has established the following categories for both non-exempt and exempt employees:

Regular, full-time –Employees who are not in a temporary status and who are regularly scheduled to work a full-time schedule of 40 hours each week on a regularly scheduled basis. Generally, they are eligible for the full benefit package, subject to the terms, conditions and limitations of each benefit program.

Regular, part-time – Employees who are not in a temporary status and who are regularly scheduled to work less than the full-time schedule but at least 20 hours each week. Regular, part-time employees are eligible for some of the benefits offered by the Agency subject to the terms, conditions, and limitations of each benefit program.

Temporary, full-time – Employees who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project and who are temporarily scheduled to work a full-time schedule for a limited duration not to exceed six (6) months.

Temporary, part-time -- Employees who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project and who are temporarily scheduled to work less than a full-time schedule for a limited duration not to exceed six (6) months.

DELETED

RTC Management Policy P-2

Date Approved: 6/13/1985

Date Revised: 3/17/2000

Date Revised: 9/19/2008

Date Revised: 11/20/2015

Date Revised: 9/21/2018

Approved: 

RTC MANAGEMENT POLICY P-2

SUBJECT: EQUAL EMPLOYMENT OPPORTUNITY

SCOPE

This policy of non-discrimination applies to all aspects of the employment relationship, including, but not limited to, recruiting, advertising, hiring, placing, compensating, granting leave or other employment benefits, promoting, demoting, laying-off, training, transferring, disciplining, and terminating individuals. It is the Regional Transportation Commission (RTC's) policy to apply all privileges, terms, and conditions of employment without regard to any consideration made improper by applicable federal, state, or local laws, and to ensure that all personnel actions are administered according to this policy.

POLICY

It is the policy of the RTC to provide equal employment opportunity for all applicants and employees in accordance with the law, and that employment decisions are based on merit (including relevant qualifications and experience – both at the RTC, if applicable, and elsewhere). Therefore, the RTC does not sanction or tolerate harassment or discrimination in any form on the basis of race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, registered domestic partnership status, genetic information, gender identity or expression, political affiliation, membership in the Nevada National Guard, or any other class that is or becomes protected by federal and/or state law.

The RTC will:

1. Recruit, hire, train, and promote for all job classifications without regard to race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, membership in the Nevada National Guard or any other class that is or becomes protected by federal and/or state law, as well as to ensure that all compensation, benefits, transfers, layoffs, return from layoffs, employer-sponsored training, social, and recreation programs will be administered in conformance with the RTC's policy. In addition, the RTC will not discharge, discipline, or discriminate against an individual because of domestic violence as provided for in NRS 613, discussing compensation as provided for in NRS 613, or using leave as a National Guard member as provided for in NRS 412.

**Management Policy P-2
Equal Employment Opportunity**

The RTC's commitment to equal opportunity employment applies to all persons involved in the RTC's operations and prohibits conduct in violation of this policy by any RTC employee (including managers, supervisors, and co-workers), applicants, volunteers, customers, or vendors. This commitment is further set forth in our RTC Management Policy P-3 Harassment and Discrimination, and Personnel Rule (General Provisions). Any employee who feels subjected to conduct in violation of this policy should immediately report this as provided under RTC Management Policy P-3 Harassment and Discrimination.

RTC will not allow any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in RTC's investigation of such reports, even if the reports do not reveal any wrongdoing.

RTC Management Policy P-2
Date Approved: 06/13/1985
Date Revised: 03/17/2000
09/19/2008
11/20/2015
09/21/2018

MANAGEMENT POLICY

SUBJECT: EQUAL EMPLOYMENT OPPORTUNITY

I. PURPOSE

The Regional Transportation Commission (RTC) recognizes the fundamental rights of applicants and employees to be assessed on the basis of merit. Recognition of seniority and current employment with the RTC may also be considered. Therefore, it is the policy of the RTC to provide equal employment opportunity for all applicants and employees.

II. SCOPE

- X Public
Board Members
- X RTC Officers
- X RTC Employees
- X Other: Volunteers; Customers; any Vendor or other Service Provider with whom the RTC has a business relationship

III. DEFINITIONS

None.

IV. POLICY

- A. RTC does not sanction or tolerate discrimination in any form on the basis of any protected class including race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, membership in the Nevada National Guard, or any other class that becomes protected by federal and/or state law.

- B. RTC will:
1. Recruit, hire, train, and promote for all job classifications without regard to protected class membership, as well as to ensure that all compensation, benefits, transfers, layoffs, return from layoffs, RTC-sponsored training, social, and recreation programs will be administered in conformance with RTC's policy. In addition, RTC will not discharge, discipline, or discriminate against an individual because of domestic violence as provided for in NRS Chapter 613, discussing compensation as provided for in NRS Chapter 613, or using leave as a National Guard member as provided for in NRS Chapter 412;
 2. Comply with all applicable laws prohibiting discrimination in employment including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Equal Employment Opportunity Act of 1972, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, as amended, the Genetic Information Nondiscrimination Act of 2008, the applicable Nevada Revised Statutes on Equal Employment Opportunity (NRS Chapter 613), Nevada Revised Statutes regarding National Guard service (NRS 412.139/.1395), and any other applicable federal, state, and local statutory provisions.
 3. Provide reasonable accommodation wherever the need for such is known by RTC, and/or the applicant or employee indicates a need for such reasonable accommodation, provided that the individual is otherwise qualified to perform the essential functions of the assigned job and the employee's performance of the assigned job duties does not pose a threat to the safety of themselves or others.
 4. Hold all managers and supervisors responsible for ensuring personnel policies, guidelines, practices, procedures, and activities are in compliance with federal and state fair employment practices, statutes, rules, and regulations.
- C. RTC's commitment to equal opportunity employment applies to all persons involved in the operation of the RTC and prohibits harassment, discrimination, and retaliation by any employee, including supervisors and coworkers, volunteers, customers or clients of the RTC, and any vendor or other service provider with whom the RTC has a business relationship. This commitment is further set forth in RTC Anti-Harassment Policy (P-3), and Personnel Rules.
- D. RTC will not tolerate instances of harassment, discrimination, or retaliation, whether or not such behavior meets the threshold of unlawful conduct. While single incidents of alleged harassment, discrimination, or retaliation may not be sufficiently severe or pervasive to rise to the level of being a violation of the law,

the RTC nevertheless prohibits such conduct and may impose appropriate disciplinary action against any employee engaging in such.

- E. The primary responsibilities for ensuring fair employment practices for the RTC are promoted and adhered to are assigned to RTC's designated Equal Employment Opportunity (EEO) Officer. RTC's designated EEO Officer will also serve as the Americans with Disabilities (ADA) Coordinator, unless otherwise noted, and as such, also has responsibility for coordinating RTC's compliance with federal and state disability laws. The designated EEO Officer for the RTC is the Director of Administration. The name and work telephone number of the designated individual will be posted on SharePoint. In the event the designated EEO Officer is unavailable, the Director of Legal Services is designated as the alternative EEO Officer.
- F. RTC will not allow any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in RTC's investigation of such reports, even if the reports do not reveal any wrongdoing.

- END -

RTC Management Policy P-48

Approved: June 19, 2009


Derek W. Morse, Interim Executive DirectorMANAGEMENT POLICYSUBJECT: Reasonable Accommodation PolicyPURPOSE:

The purpose of this policy is to comply with applicable laws for qualified individuals with disabilities and to make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless an undue hardship would result. The RTC will also make reasonable accommodations to the sincerely held religious beliefs of employees pursuant to the requirements of the law.

POLICY:

It is the policy of the RTC not to discriminate on the basis of disability against any qualified person. To this end all decisions relating to employment including, but not limited to recruitment, selection, training, assignment, promotion, compensation, transfer, benefits, and education, will be determined by the applicant's or employee's ability with consideration of any requested reasonable accommodation. This policy is applicable to all employment policies and practices.

It is the desire of the RTC to have a respectful workplace and to reduce the barriers for applicants and employees to be successful in their employment. To this end, the RTC will strive to make reasonable accommodations for employees, regardless of whether they are actually disabled under the law. Accordingly, the engagement by RTC staff in an interactive process and/or the provision or offer of modified duties under this policy or the RTC's Worker's Compensation Policy, does not indicate that the RTC regards the employee as "disabled."

Any applicant who requires an accommodation in order to safely perform the essential functions of the job should advise the HR representative or other RTC representative at the time of his interview and an employee should contact his/her supervisor or the Human Resources department and request such an accommodation. The Human Resources Department is responsible for implementing this policy, including the resolution of requests for reasonable accommodations, safety, and undue hardship issues. The RTC will make its programs, services and activities accessible to the disabled in all cases, except where to do so would result in fundamental alteration of the nature of the program, service or activity or cause undue financial, safety, and administrative burdens.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which threat cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made in regard to the employee's immediate employment situation.

Interactive Process:

- When making the request for accommodation the individual with the disability should specify what accommodations he or she needs to perform the job.
- The RTC may require additional information from the employee/applicant, his/her healthcare provider(s) and/or their own health care advisors in order to determine the appropriate action to take.
- If an employee/applicant with a disability discusses the need for an accommodation with a manager/supervisor, the manager/supervisor should notify Human Resources of this information.
- Except as provided below, if any information regarding the employee's/applicant's medical condition or history is acquired as a result of the interactive process, such information should be maintained in a separate medical file and treated as confidential medical records. Supervisors and managers may be informed on a need-to-know basis regarding necessary information, restrictions and/or accommodations.
- During the interactive process, the RTC may implement temporary modifications for the benefit of the applicant/employee to assess his ability to perform the functions of the position. A temporary modification may involve the elimination or modification of an essential function. Employees and applicants are advised, however, that the RTC may, after a trial period, determine that the temporary modification creates undue financial, safety or administrative burdens and cannot be made permanent.
- At the end of the information gathering process, the Agency may adopt the requested accommodation, adopt another reasonable accommodation, or make the determination that a reasonable accommodation does not exist. The RTC reserves the right to implement the accommodation of its choice if the accommodation requested or any alternative is reasonable and will not impose an undue hardship.

Reporting

Any employee who believes he or she has been subjected to any form of prohibited conduct in violation of this policy, or any employee who is aware of an incident or conduct in violation of this policy, must promptly report such conduct, preferably in writing, the facts of the incident(s) and the names of the individual(s) involved to his or her supervisor. If, for any reason, that action seems inappropriate the report should be made to the Department Director (if different from the supervisor), the Administrative Services Director, or Human Resources. Employees who believe they have witnessed any form of conduct prohibited by this Policy must also immediately report such conduct.

No Retaliation

RTC policy also prohibits retaliation against any employee by another employee or by the company for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding or

hearing conducted by the company or a federal or state enforcement agency relating to this policy. Please report any retaliation immediately to your supervisor, Director, or Human Resources department.

Discipline

Any employee who violates the provisions of this policy relating to reporting or retaliation shall be subject to discipline up to and including termination.

The Executive Director may make amendments to the RTC Accommodation Policy as necessary to respond to changing conditions while remaining consistent to the original purpose and intent of the policy.

RTC Management Policy P-48
Date Approved: 06/19/2019

MANAGEMENT POLICY

SUBJECT: REASONABLE ACOMMODATION

I. PURPOSE

It is the Regional Transportation Commission (RTC) policy to comply proactively with the applicable employment provisions of disability laws, including the Americans with Disabilities Act (ADA) and Nevada Law (NRS 613.310, NRS 281.370, and NRS 233.010). The RTC does not tolerate discrimination against any qualified individual with a disability in regard to any terms, conditions, or privileges of employment and prohibits any type of harassment or discrimination based on the physical or mental impairment, history of impairment, or perceived impairment of an individual holding or seeking employment with the RTC.

The RTC will also make reasonable accommodations to the sincerely held religious beliefs of employees pursuant to the requirements of the law.

In addition, the RTC generally attempts to make reasonable job modifications for employees, regardless of whether they are “disabled” under the law. Thus, the RTC’s engagement in an interactive process and/or the provision or offer of an accommodation or modified duty (including any conduct under this policy or the RTC’s return to work and workers’ compensation policies) does not indicate that the RTC regards the employee as “disabled.”

II. SCOPE

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

III. DEFINITIONS

Determination of Disability

In determining whether an employee or an applicant has a disability under the law, the employee/applicant must have a physical or mental impairment that substantially limits one or more major life activities, have a record of such an impairment, or being regarded as having an impairment.

Pregnancy, Childbirth, and Related Medical Conditions

Related medical conditions include, without limitation, a physical or mental condition intrinsic to pregnancy or childbirth, including mastitis or other lactation-related medical condition, gestational diabetes, pregnancy-induced hypertension, preeclampsia, post-partum depression, loss or end of pregnancy, and recovery from loss or end of pregnancy

Victims of Domestic Violence

Victims of domestic violence or whose family or household members are victims of domestic violence. "Family or household members" include the employee's spouse, domestic partner, minor child, or parent or other adult person who is related within the first degree of consanguinity or affinity to the employee, or other adult person who is or was actually residing with the employee at the time of the act which constitutes domestic violence.

ADA Coordinator is the Director of Administrative Services.

EEO Officer is the Director of Administrative Services.

IV. POLICY

A. The RTC is committed to the full inclusion of all qualified individuals and to provide reasonable accommodation wherever the need for such is known to the RTC or whenever the employee or applicant indicates a need for reasonable accommodation, provided that the individual is otherwise qualified to perform the essential functions of the assigned job and the employee's performance of the assigned job duties does not pose a direct threat to the safety of themselves or others.

B. Accommodation

1. **Accommodation for Applicants:** Whenever an applicant requests accommodation in applying for, testing, or interviewing for a position with the employer, the RTC's ADA Coordinator shall determine whether the request for accommodation for a covered disability is reasonable or if another type of accommodation can be provided. In making the determination of reasonableness, the ADA Coordinator may consider whether granting such requests might impose an undue hardship on the RTC.
2. **Accommodation for Employees:** When the RTC has reason to believe an employee may need some type of accommodation to perform their essential job functions, the RTC will initiate an interactive process with the employee to find out what accommodation the employee might need.

- a. Whenever an employee approaches their manager, the RTC's ADA Coordinator, or any other manager within the RTC requesting some type of accommodation, the RTC will initiate the interactive process.
 - b. Whenever a manager becomes aware that an employee has requested or may require some type of accommodation, the manager should promptly notify the ADA Coordinator.
 - c. Upon learning of the employee's request for accommodation, the ADA Coordinator shall arrange to meet with the manager and the employee to discuss their accommodation request, the need for any reasonable documentation of the disability, the associated functional limitations, and the impact of the proposed accommodation on the employer.
 - d. Review of an employee's particular situation by a health care provider may assist the organization in determining appropriate accommodation.
3. RTC may make disability-related inquiries and require medical exams that are allowed, required, or necessitated by applicable laws or regulations; e.g., federal safety regulations, OSHA requirements. Except as provided below, if any information regarding the employee's or applicant's medical condition or history is acquired as a result of the interactive process, such information should be maintained in a separate medical file and treated as confidential medical records. Managers may be informed on a need-to-know basis regarding necessary information, restrictions, or accommodations.
4. **Pregnancy Accommodations:** Except where a bona fide occupational qualification otherwise dictates, the RTC will provide reasonable accommodations to female employees or applicants, if requested, for a condition of the employee or applicant related to pregnancy, childbirth, or related medical condition, unless the accommodation would impose an undue burden on the RTC. No adverse actions will be taken against female employees who request or use a reasonable accommodation for a condition of the employee related to pregnancy, childbirth or a related medical condition. In addition, no qualified female applicant or employee will be denied an employment opportunity based on their need for a reasonable accommodation for a condition related to pregnancy, childbirth, or a related medical condition. Female applicants or employees who are affected by a condition related to pregnancy, childbirth, or a related medical condition will not be required to accept an accommodation that the employee or applicant did not request or chooses not to accept. Further, the RTC will not require a female

employee who is affected by a condition related to pregnancy, childbirth, or a related medical condition to take leave from employment if a reasonable accommodation for any such condition of the employee is available that would allow the employee to continue to work.

In the event an employee or an applicant seeks a reasonable pregnancy-related accommodation, the RTC will engage in a timely, good-faith interactive process to attempt to arrive at an effective, reasonable accommodation for the employee. The employee is expected to participate in the process in good faith. Employees should note, however, that the RTC is generally not required to create a new position as an accommodation, to fire another employee, transfer any employee with more seniority, or promote any employee who is not qualified to perform the job.

The RTC may require an employee to provide an explanatory statement from the employee's physician concerning the specific accommodation recommended by the physician for the employee.

5. **Nursing Accommodations:** The RTC will provide an employee who is a mother of a child under 1 year of age with (1) reasonable break time, to express breast milk as needed; and (2) a place (other than a bathroom), which is reasonably free from dirt and pollution, protected from the view of others and free from intrusion by others, where the employee may express breast milk. If the RTC determines that providing reasonable break time and suitable breast milk expression facilities will cause an undue burden, the employee and the RTC may meet to agree on a reasonable alternative. If the parties cannot reach an agreement, the RTC may require the employee to accept the reasonable alternative selected by the RTC.

6. **Accommodation for Victims of Domestic Violence**

Whenever a manager becomes aware that an employee has a need for an accommodation due to domestic violence, the manager should promptly notify the EEO Officer. The EEO Officer shall arrange to meet with the manager and the employee to discuss their accommodation request; the need for documentation that confirms or supports the reason the employee requires the reasonable accommodations, and the impact of the proposed accommodation on the RTC.

- C. All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, where the threat cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat to the health of safety of the other individuals in the workplace will be placed on appropriate leave until an

organizational decision has been made regarding the employee's immediate employment situation.

D. Interactive Process:

1. When making the request for accommodation, the individual with the disability should complete a Reasonable Accommodation Request Form and submit to the ADA Coordinator.
2. RTC may require additional information from the employee or applicant, their healthcare providers, or Agency health care advisors to determine the appropriate action to take.
3. Except as provided below, if any information regarding the employee's or applicant's medical condition or history is acquired as a result of the interactive process, such information should be maintained in a separate medical file and treated as confidential medical records. Managers may be informed on a need-to-know basis regarding necessary information, restrictions, or accommodations.
4. During the interactive process, RTC may implement temporary modifications for the benefit of the applicant/employee to assess their ability to perform the functions of the position. A temporary modification may involve the elimination or modification of an essential function. Employees and applicants are advised, however, that RTC may, after a trial period, determine that the temporary modification creates undue financial, safety or administrative burdens and cannot be made permanent.
5. At the end of the information gathering process, the Agency may adopt the requested accommodation, adopt another reasonable accommodation, or make the determination that a reasonable accommodation does not exist. RTC reserves the right to implement the accommodation of its choice if the accommodation requested or any alternative is reasonable and will not impose an undue hardship.

E. Reporting: Any employee who believes they have been subjected to any form of prohibited conduct in violation of this policy, or any employee who is aware of an incident or conduct in violation of this policy, must promptly report such conduct, preferably in writing, including the facts of the incident and the names of the individuals involved to the ADA Coordinator. Employees who believe they have witnessed any form of conduct prohibited by this policy must also immediately report such conduct.

F. No Retaliation: RTC policy prohibits retaliation against any employee by another employee or by the Agency for reporting, filing, testifying, assisting, or

participating in any manner in any investigation, proceeding or hearing conducted by the Agency or a federal or state enforcement agency relating to this policy. Employees should report any retaliation immediately to their assigned supervisor, department director, or the Director of Administrative Services.

- G. Discipline: Any employee who violates the provisions of this policy relating to reporting or retaliation shall be subject to discipline up to and including termination.

- END -

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

October 16, 2020

AGENDA ITEM 3.7

TO: Regional Transportation Commission

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

Bill Thomas, AICP
Executive Director

SUBJECT: Purchase of Proterra, Inc., 500kW Overhead fast Charger

RECOMMENDATION

Approve the agreement for the purchase of a Proterra 500kW Overhead fast Charger in an amount not-to-exceed price of \$379,000; authorize the RTC Executive Director to execute the agreement.

SUMMARY

The Fourth (4th) and Prater project has successfully been completed and the use of the remaining fund balance to be used for additional transit support and charging infrastructure has been approved by the Federal Transit Administration. These funds provide us with the opportunity to invest in the supporting infrastructure for our electric bus fleet that operates on this corridor. The addition of this charger, and later, two additional 125 kW chargers, will not only enhance operations along this corridor, but also provide redundancy in the event of power loss or equipment failure at our other Transit facilities. Proterra, Inc. is the sole manufacturer and provider of overhead fast chargers for RTC's current fleet of BE35 (4) and Catalyst (17) buses. The overhead fast charger used by RTC is the original blade style charger and was acquired prior to the introduction of the new industry standard "pantograph" charger. These chargers are not interchangeable and no retrofit is available. No other manufacturer produces these chargers.

FISCAL IMPACT

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

PREVIOUS BOARD ACTION

There has been no prior board action related to this item.

Attachment

AGREEMENT FOR GOODS AND SERVICES

OVERHEAD FAST CHARGER

This agreement (“Agreement”) is dated and effective as of October 16, 2020, by and between the Regional Transportation Commission of Washoe County, Nevada (“RTC”) and Proterra, Inc. (“Contractor”) for the supply and delivery of overhead fast charger.

- 1. Term.** The term of this agreement shall commence on the effective date above and the completion expected by March 30, 2021.
- 2. Scope of Work.** Contractor shall provide the goods and services described in the Technical Specifications attached as Exhibit A.
- 3. Time for Performance.** The supply and delivery of charger shall be completed pursuant to Exhibit A by March 30, 2021.
- 4. Compensation.** RTC shall pay Contractor for the goods and services pursuant to, and in an amount not to exceed, the pricing and fee schedule attached as Exhibit B. The total not-to-exceed amount of the contract is \$379,000.00.
- 5. Proceeding with Work.** Contractor shall not proceed with work until both parties have executed this Agreement and RTC has issued a purchase order. If Contractor proceeds with work before those conditions have been satisfied, Contractor shall forfeit any and all right to reimbursement and payment for work performed during that period. In the event Contractor violates this section, Contractor waives any and all claims and damages against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement.
- 6. Warranty.** Charger shall come with standard two year warranty and contractor warrants and guarantees that the charger is fully operational and free from related defects in design, materials, workmanship, and construction, and is designed in conformance with the Technical Specifications. Start of warranty period shall begin with the certificate of acceptance by RTC following commissioning and satisfactory charging of Proterra. Warranty work performed by RTC shall be reimbursed according to hourly rate reimbursement rate provided by Keolis (currently \$81.00 per hour.) If RTC undertakes repairs it may request the Contractor to supply new components or parts necessary for warranty covered repairs being undertaken by RTC or its authorized representative. These parts shall be shipped prepaid by the contractor within 5 days of request.
- 7. Manuals.** A full set of operations and maintenance training manuals / materials shall be provided with the chargers at no additional cost to RTC.
- 8. Invoices/Payment.** Contractor shall submit invoices to accountspayable@rtewashoe.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.

9. 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.

10. 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.

11. 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.

12. 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. Contractor may recover and settle costs incurred to date in accordance with 48 C.F.R. Part 49.
- 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.

13. Rights, Remedies and Disputes

- a. RTC shall have the following rights in the event that RTC deems the Contractor guilty of a breach of any term under the Agreement:
 - i. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
 - ii. The right to cancel this Agreement as to any or all of the work yet to be performed;
 - iii. The right to specific performance, an injunction or any other appropriate equitable remedy; and
 - iv. The right to money damages.

- b. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Agreement, which may be committed by RTC, the Contractor expressly agrees that no default, act or omission of RTC shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Agreement (unless RTC directs Contractor to do so) or to suspend or abandon performance, except to the extent that Contractor believes in its sole discretion that such default, act or omission of RTC constitutes an illegal activity, including without limitation a breach of a third party's intellectual property rights, or creates a safety issue.
- c. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTC's Executive Director. This decision shall be final and conclusive unless within 21 days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to RTC's Executive Director. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. If the parties cannot resolve the dispute through this process, either party may bring a civil action on the matter in dispute in a court in the State of Nevada of competent jurisdiction and venue.
- d. Unless otherwise directed by RTC, Contractor shall continue performance under this Agreement while matters in dispute are being resolved; provided that the action of the Contractor in proceeding with such performance shall not create a safety issue or prejudice its position in the dispute resolution process.

14. Intellectual Property. Contractor shall retain ownership of the plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by Contractor in the course of performing work under this Agreement (collectively, the "Intellectual Property"). Contractor hereby grants to RTC a royalty-free, paid-up, non-exclusive, non-transferable license to the use the Intellectual Property for the operations and maintenance of the chargers supplied under this Agreement. Any modifications or alterations to the Contractor's Intellectual Property made by the Contractor in the performance of this Agreement shall be owned by the Contractor. RTC agrees that it will not use the Intellectual Property for any commercial or manufacturing purpose. RTC may disclose information relating to or generated by the Intellectual Property to the service contractor, but only to the extent necessary to allow such party to operate and/or maintain the chargers. The RTC further agrees that it will not allow any third party to reverse engineer the charger.

15. 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.

16. 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.

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

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

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

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

21. 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.

22. 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

23. Certification Required by Nevada Senate Bill 27 (2017). Contractor expressly certifies and agrees, as a material part of this Agreement, that it is not currently engaged in a boycott of Israel. Contractor further agrees, as a material part of this Agreement, it will not engage in a boycott of Israel for the duration of this Agreement. If, at any time during the formation or duration of this Agreement, Contractor is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

24. Federal Clauses. This Agreement is funded, in whole or in part, with federal funds. As a condition for receiving payment under this Agreement, Contractor agrees to comply with any and all applicable federal clauses attached as Exhibit D, and those clauses are incorporated herein by reference.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

BY: _____
Bill Thomas, AICP, Executive Director

PROTERRA INC.

BY: _____
Amy Ard, Chief Financial Officer

EXHIBIT A
TECHNICAL SPECIFICATIONS

Device:

Level III DC Off-board Charger

Description:

Charger for use with Proterra overhead charging station system

Electrical Requirements:

- Maximum Output Power: 250kW base system up to 500kW (see Contract for Output Power)
- Input Voltage:
 - 3 Phase 480 VAC required
 - 3 Phase 208 VAC capability optional
- Input Frequency:
 - 60 Hz required
- Output Voltage Range: 300 to 450 VDC
 - Optional capability for modification up to 650 VDC
- Output Voltage Measurement Accuracy: $\leq 1V$
- Output Current:
 - Absolute Peak Current: 1100A for charge system
- Output Current Resolution: $\leq 1A$
- Output Current Tracking Response: < 1 sec (unless fault condition – see below)
- Output Startup Time:
 - From completion of CAN handshake to start of charge: < 2 seconds
 - From start of charge to full power for the system: < 4 seconds
- Minimum Power Factor: 0.95
- Efficiency: $>95\%$
- Communication:
 - “Pilot Signal” for safety interlocks
- Connector – No vehicle connector required
 - HV: HV+, HV-, GND
Lug terminals near bottom or top of unit
 - Signals: CAN Hi, CAN Lo, pilot signal to charger (2 contacts)
Standard terminal-strip screw-type connection points

- User Interface Display Optional
- Safety Features
 - E-Stop
 - Pilot Signal
 - Pilot Loss/Fault/Shutdown: Stop Charge < 50 ms

Mechanical Requirements:

- Thermal Management: As required to meet performance criteria
 - 75% rated output capability in ambient conditions from -30 to 0 degrees C
 - Full rated output capability in ambient temperatures from 0 to 30 degrees C
 - 75% rated output capability in ambient conditions from 30 to 50 degrees C
- NEMA rated for outdoor, stand-alone use

SAMPLE

EXHIBIT B
COMPENSATION PLAN

Item Description	Quantity	Unit Price	Total Price
Proterra 500kW Overhead fast Charger <ul style="list-style-type: none">• Must be blade type and compatible with the existing RTC Proterra Electric Bus Fleet.• 2 years warranty and current maintenance manuals (maintenance, repair, trouble shooting, parts list and diagnostic information.	1	\$379,000.00	\$379,000.00
Total price not to exceed.			\$ 379,000.00

RTC will pay Proterra, Inc. after successful delivery of the overhead fast charger in line with the technical specification and approval and acceptance by the RTC project manager.

SAMPLE

EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
MAINTENANCE, OPERATIONS & SERVICE AGREEMENTS

1. INTRODUCTION

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

2. INDEMNIFICATION

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be 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. RTC reserves the right to require complete, certified copies of all required insurance policies, including all Subs' 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 it shall require its Subs to maintain separate liability coverages and limits of the same types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, as additional insureds under its commercial general liability policy subject to the same requirements stated herein without requiring a written contract or agreement between each of the additional insureds and any sub-

consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least be \$1,000,000 per occurrence \$1,000,000 for any applicable coverage aggregates for or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Sub. CONTRACTOR shall require its Subs provide appropriate certificates and endorsements from their own insurance carriers naming CONTRACTOR and the Indemnitees (see paragraph 2 above) as additional insureds.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. MISCELLANEOUS CONDITIONS

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

- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to RTC in this contract.
- E. If CONTRACTOR'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

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

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

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the named insured's work. In addition, coverage for Explosion, Collapse and Underground exposures (as applicable to the project) must be reflected in the insurance certificates.

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

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

The status of RTC as an additional insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape of release of pollutants at or from a site owned or occupied by or rented or loaned to RTC.

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

Continuing Completed Operations Liability Insurance. CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, both applicable to liability arising out of CONTRACTOR's completed operations, with a limit of

not less than \$1,000,000 each occurrence for at least 5 years following substantial completion of the work.

- a. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract
- b. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times the each occurrence limit.
- c. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

In lieu of a separate Business Auto Liability Policy, RTC may agree to accept Auto Liability covered in the General Liability Policy, if CONTRACTOR does not have any owned or leased automobiles and non-owned and hired auto liability coverage is included.

If project involves the transport of hazardous wastes or other materials that could be considered pollutants, CONTRACTOR shall maintain pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and, if applicable, the Motor Carrier Act endorsement (MCS 90) shall be attached.

Waiver of Subrogation. CONTRACTOR waives all rights against RTC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement.

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

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

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

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify RTC in writing prior to the signing of a Contract. RTC reserves the right to accept or reject a self-funded CONTRACTOR and to approve the amount of any self-insured retentions. CONTRACTOR agrees that RTC is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the self-funded CONTRACTOR.

Upon completion of the project, CONTRACTOR shall, if requested by RTC, provide RTC with a Final Certificate for itself and each Sub showing that CONTRACTOR and each Sub had maintained Industrial Insurance by paying all premiums due throughout the entire course of the project.

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

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

13. NETWORK SECURITY AND PRIVACY LIABILITY

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

14. CRIME INSURANCE

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

SAMPLE

ETA CERTIFICATIONS

List of Required Certifications

 X Certification Regarding Debarment, Suspension, Other Ineligibility &
Voluntary Exclusion.

 X Affidavit of Non- Collusion

 X Buying America Certification

 X Lobbying Certification

SAMPLE

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OTHER INELIGIBILITY
AND VOLUNTARY EXCLUSION**

I, _____ certify to the best of my knowledge and belief, that the Contractor/primary participant and principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public function (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not, within a three-year period preceding this bid, had one or more public transactions (federal, state, or local) terminated for cause or default.

[Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Bid.]

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

Contractor Name: _____

Signature: _____

Print: _____

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under penalty of perjury:

1. That I am the Bidder (if the Bidder is an individual, a partner in the Bid (if the Bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached Bid or Bids has been arrived at by the Bidder independently and have been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or service described in the Invitation for Bid, designed to limit independent Bids or competition;
3. That the contents of the Bid or Bids has not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Firm Name: _____

Signed: _____

BUY AMERICA CERTIFICATION

The bidder must certify either (A) or (B): (Circle one)

(A) Certificate of Compliance with Section 165(a)

The bidder hereby certifies that it will comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Date: _____ Signature: _____

Company Name: _____ Title: _____

OR

(B) Certificate for Non-Compliance with Section 165(a)

The bidder hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (B)(4) of the Surface Transportation Assistance Act of 1982 and regulations in 49 CFR 661.7.

Date: _____ Signature: _____

Company Name: _____ Title: _____

SAMPLE

LOBBYING CERTIFICATION

(To be submitted with a bid or offer exceeding \$100,000)

The Bidder certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.
2. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, as amended by A Government wide Guidance for New Restrictions on Lobbying, @ 61 Fed. Reg.1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE BIDDER OR OFFEROR CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31, USC §3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Signature of Bidder or Offeror's Authorized Official _____

Name and Title of Bidder or Offeror's Authorized Official _____

Date _____

(Note: Bidders are required, pursuant to federal law, to include the above language in subcontracts over \$100,000 and to obtain this lobbying certificate from each subcontractor being paid \$100,000 or more under this contract.)

EXHIBIT D
FTA REQUIRED CLAUSES

1 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- A. The RTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the RTC, the Contractor, or any other party (whether or not a part to that Agreement) pertaining to any matter resulting from the underlying Agreement.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2 - PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS [49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31]

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to the Agreement. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3 - ACCESS TO RECORDS AND REPORTS [49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633]

The following access to records requirements apply to the Agreement:

- A. The Contractor agrees to provide the RTC, the FTA Administrator, the DOT Office of Inspector General, Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and as may be necessary for the RTC to meet its obligations under 2 CFR Part 200. This access includes timely and reasonable access to personnel for interviews and discussions related to the records. This right of access is not limited to the required retention period set forth in subsection C below, but continues as long as the records are retained.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under the Agreement for a period of not less than three years, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case the Contractor agrees to maintain such materials until the RTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The retention period commences after the RTC makes final payment and all other pending contract matters are closed.
- D. The Contractor shall include this clause in all subcontracts and shall require all subcontractors to include the clause in their subcontracts, regardless of tier.

4 - FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between the RTC and the FTA, as they may be amended or promulgated from time to time during the term of the Agreement. The Contractor's failure to so comply shall constitute a material breach of the Agreement.

5 - ENERGY CONSERVATION [42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C]

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321, et seq.).

6 - CIVIL RIGHTS LAWS AND REGULATIONS

The Contractor agrees to comply with all applicable civil rights laws and regulations in accordance with applicable federal directives. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. These include, but are not limited to, the following:

A. Nondiscrimination in Federal Public Transportation Programs:

Contractor shall prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age. Contractor shall prohibit the (i) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (iii) discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity. Contractor shall follow the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance, and other applicable Federal guidance that may be issued.

B. Nondiscrimination—Title VI of the Civil Rights Act

1. Contractor shall prohibit discrimination on the basis of race, color, or national origin.
2. Contractor shall comply with (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.; (ii) U.S. Department of Transportation regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and (iii) Federal transit law, specifically 49 U.S.C. § 5332.
3. Contractor shall follow (i) the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance; (ii) U.S. Department of Justice "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR 50.3; and (iii) all other applicable Federal guidance that may be issued.

C. Equal Employment Opportunity

1. Federal Requirements and Guidance. Contractor shall prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and (i) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; (ii) facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to Federal assistance programs; (iii)

comply with Federal transit law, specifically 49 U.S.C. § 5332; (iv) comply with Federal Transit Administration Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;” and (v) follow other Federal guidance pertaining to equal employment opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.

2. Specifics. Contractor shall ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later executive order that amends or supersedes it, and as specified by U.S. Department of Labor regulations. Contractor shall take affirmative action that includes but is not limited to (i) recruitment advertising, recruitment, and employment; (ii) rates of pay and other forms of compensation; (iii) selection for training, including apprenticeship, and upgrading; and (iv) transfers, demotions, layoffs, and terminations. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer.”
3. Equal Employment Opportunity Requirements for Construction Activities. Contractor shall comply, when undertaking “construction” as recognized by the U.S. Department of Labor, with (i) U.S. Department of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Chapter 60; and (ii) Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later executive order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Nondiscrimination on the Basis of Sex:

Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR Part 25 prohibit discrimination on the basis of sex.

E. Nondiscrimination on the Basis of Age:

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621-634; Federal transit law at 49 U.S.C. § 5332; the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.; 49 CFR Part 90, and 29 CFR Part 1625, Contractor agrees to refrain from discrimination for reason of age. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

F. Nondiscrimination on the Basis of Disability:

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. Contractor further agrees that it will comply with the requirements of U.S. Equal Employment

Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

G. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections:

To the extent applicable, Contractor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq., and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.

H. Access to Services for Persons with Limited English Proficiency:

Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

7 - INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and FTA's Master Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTC requests which would cause the RTC to be in violation of the FTA terms and conditions.

8 - SAFE OPERATION OF MOTOR VEHICLES [23 U.S.C. part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10]

A. Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or the RTC.

B. Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

9 - GOVERNMENT-WIDE DEBARMENT AND SUSPENSION [2 C.F.R. part 180; 2 C.F.R part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I); Executive Order 12549; Executive Order 12689]

A. Contractor shall comply and facilitate compliance with U.S. Department of Transportation regulations, “Non-procurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget “Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement),” 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a Federal Transit Administration official irrespective of the contract amount. As such, Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted award;
2. Suspended from participation in any federally assisted award;
3. Proposed for debarment from participation in any federally assisted award;
4. Declared ineligible to participate in any federally assisted award;
5. Voluntarily excluded from participation in any federally assisted award; or
6. Disqualified from participation in any federally assisted award.

B. Contractor certifies that it and/or its principals, affiliates, and subcontractors are not currently debarred or suspended. Contractor shall promptly inform the RTC of any change in the suspension or debarment status of Contractor or its principals, affiliates, and subcontractors during the term of the Agreement. Further, Contractor shall include a provision requiring compliance with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200 in its lower-tier covered transactions.

C. The certification in this clause is a material representation of fact relied upon by RTC. If it is later determined by the RTC that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the RTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the term of the Agreement.

10 - LOBBYING RESTRICTIONS [31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49 C.F.R. part 20]

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

11 - CLEAN WATER REQUIREMENTS [33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G)]

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq. The Contractor agrees to report each violation to the RTC and understands and acknowledges that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

12 - CLEAN AIR ACT [42 U.S.C. §§ 7401 – 7671q; 2 C.F.R. part 200, Appendix II (G)]

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the RTC and understands and agrees that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

13 - BUY AMERICA [49 U.S.C. 5323(j); 49 C.F.R. part 661]

Contractor agrees to comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661, which state that Federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal Transit Administration-funded projects are produced in the United States, unless a waiver has been granted by the Federal Transit Administration or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate

requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 CFR 661.11. The Contractor shall be responsible for providing any required Buy America certifications under such regulations.

14 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) [49 C.F.R. part 26]

- A. The RTC has established a DBE Program pursuant to 49 C.F.R. Part 26. The requirements and procedures of RTC's DBE Program are hereby incorporated by reference into this Agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Failure by the Contractor to carry out RTC's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement and may be grounds for termination of this Agreement, or other such remedy as RTC deems appropriate, which may include, but is not limited to withholding monthly payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible. The Contractor shall ensure that compliance with RTC's DBE Program and the requirements of 49 C.F.R. Part 26 be included in any and all subcontracts entered into which arise out of or are related to this Agreement.
- B. For purposes of this Agreement, the RTC will accept only DBEs that are:
1. Certified at the time of bid opening or proposal evaluation, by the RTC or the Unified Certification Program; or
 2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received Federal Transit Administration approval; or
 3. Certified by another agency approved by the RTC.
- C. The Contractor must take necessary and reasonable steps to ensure that DBEs have a fair opportunity to participate in this Agreement. If the Contractor qualifies as a certified DBE in accordance with the requirements of 49 C.F.R. Part 26, Subpart D, or is joint venturing with a DBE certified in accordance with the cited regulations, a copy of the DBE certification(s) issued by a Unified Certification Program (UCP) in accordance with the cited regulations, and a description of the dollar value of the proposed work that it intends to perform with its own forces, together with a statement of the percentage interest in the Contract held by a joint venture DBE must be submitted. The Contractor must provide (1) written documentation of the Contractor's commitment to use identified DBEs; and (2) written confirmation from the DBE that it is participating in the Agreement.
- D. Contractor shall not terminate DBE subcontractors listed in the DBE Participation Schedule without RTC's prior written consent. The RTC will provide its written consent only if Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. Contractor shall give the DBE five days to respond to the notice and advise of the

reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Agreement for any reason, Contractor shall make good-faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify The RTC in writing of its efforts to replace the original DBE. These good-faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was terminated, to the extent needed to meet the contract goal established for this procurement.

- E. The Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the RTC. In addition, if the Contractor holds retainage from its subcontractors, it shall return any retainage to those subcontractors within 30 days after the subcontractor's work related to the Agreement is satisfactorily completed.

15 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION

- A. Contractor shall comply with all Federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.
- B. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- C. Such records maintained under this section shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
- D. Contractor shall require the inclusion of the language of this section in subcontracts of all tiers.

16 - RECYCLED PRODUCTS [42 U.S.C. § 6962; 40 C.F.R. part 247; 2 C.F.R. part § 200.322]

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), and the regulatory provisions of 40 C.F.R. Part 247.

17 - SUBSTANCE ABUSE REQUIREMENTS [49 U.S.C. § 5331; 49 C.F.R. part 655; 49 C.F.R. part 40]

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State of Nevada, or the RTC, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 and to submit the Management Information System (MIS) reports to the RTC. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

October 16, 2020

AGENDA ITEM 3.8

TO: Regional Transportation Commission

FROM: Jeff Wilbrecht, P.E.
Engineer II

A handwritten signature in black ink, appearing to read "Bill Thomas", is positioned above a horizontal line.

Bill Thomas, AICP
Executive Director

SUBJECT: Change Order No. 19 for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project (Plumb to Liberty & Maple to 15th)

RECOMMENDATION

Approve Change Order (CO) No. 19 in the amount of \$83,331 for changes to the project scope associated with bridge deck repairs at North Virginia Street between Maple Street and 8th Street on the Virginia Street Bus RAPID Transit (BRT) Extension Project; authorize the RTC Executive Director to execute CO No. 19.

SUMMARY

Change Order No. 19 includes work tasks associated with repairing the Virginia Street bridge deck over Interstate 80 to the scope and cost of the SNC contract.

The steel reinforced bridge deck is the structure that is overlaid with an asphalt concrete wearing layer. The additional scope of work was not specifically addressed in the GMP as it was unknown if repairs would be necessary at the time of negotiations because it was impossible to be determined until the existing asphalt surface is removed. This scope change includes work associated with removal of deteriorated concrete, cleaning and preparation of surface, and placement of polymer modified concrete within repair areas.

These changes will result in no change to the performance period for this contract. The total additional cost is \$83,331. The changes are further detailed in Attachment A.

FISCAL IMPACT

CO No. 19 results in an increase of \$83,331 to the SNC contract. The revised total SNC contract amount approved with this change order is \$49,522,647.

PREVIOUS ACTIONS BY BOARD

September 18, 2020	Approved Change Order No. 18 to the SNC contract for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
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: _____
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September 11, 2020

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

Subject: Virginia Street Bus Rapid Transit Extension; Phase 2
PCO 19.001 Bridge Deck Repairs

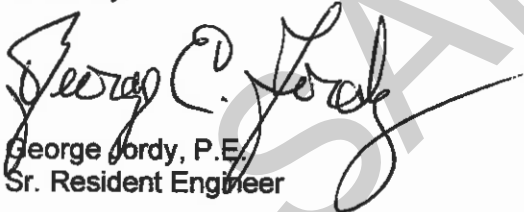
Dear Mr. Wilbrecht:

Please find enclosed cost proposal for placement of polymer concrete to repair spalled concrete on the bridge deck and associated cost for removal of the spalled concrete.

Bridge Deck Repairs.....\$83,330.89

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 installation of polymer concrete and cost for associated removal of spalled concrete.



August 27, 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 047 – Bridge Deck Repairs**

Attn: Jeff Wilbrecht

Sierra Nevada Construction is pleased to provide pricing to perform the requested bridge deck repairs using polymer concrete. This work will be completed by a subcontractor and their quote is attached as backup. The pricing below is only to perform the work placing the polymer concrete material. The time and materials associated with chipping and cleaning for the bridge deck repairs will be compiled and submitted via T&M.

Total Price \$68,648.54

*Special Conditions

- Pricing 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.



Q&D CONSTRUCTION

est. 1964

08/26/2020

Q&D Construction LLC
1050 South 21st Street
Sparks, NV 89431

Attn: Mitch Grayson

RE: SNC- Virginia Street Bridge

Q & D Construction LLC is pleased to present the following proposal for approval on the above referenced project.

<u>Item</u>	<u>Description</u>	<u>Units</u>		<u>Unit Price</u>	<u>Total</u>
1	Mobilization- Delamination Repair	1	LSU	\$ 5,430.00	\$5,430.00
2	Delamination Repair – Polymer Concrete	325	CF	\$ 182.00	\$59,150.00

Inclusions:

Mobilization, shot blasting, cleaning rebar, delamination repair, purchase polymer and primer, light plants, and all items listed above.

Exclusions:

Permits, quality control, testing, survey, saw-cutting, chipping of concrete, concrete removals, rebar removals, skid testing, damage to any unmarked utilities, light plants, and all items listed above or attached.

Note:

Sincerely,

SERVICE. INTEGRITY. QUALITY.

1050 S. 21st Street, Sparks, NV 89431 • Main Office: 775.786.2677 • Fax: 775.786.5136
www.qdconstruction.com • NCL: 8197 A & B

DAILY EXTRA WORK REPORT

Regional Transportation Commission
 Contractor Job: 11311 - RTC Virginia Street Phase 2
 Work Performed By: Sierra Nevada Construction, Inc.
 Description of Work: 200094 Bridge Deck Removal

Contract: **211003**

Billing Number **101.0**
 Report Date **9/02/2020**
 Perform Date **8/12/2020**

Labor Charges

Labor ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended
L01 BURHER	H Burciaga-Alcala	8.00	2.00		42.660	63.990		469.260
L02 CARVEI	V Carpio Samayoa	8.00	1.00		44.480	66.720		422.560
L03 CORMAR	M Corona-Alvarado	8.00	1.00		44.480	66.720		422.560
L04 GOMHUG	H Gomez-Cervantes	8.00	1.00		44.480	66.720		422.560
L05 MONHUM	H Montes-Torres	8.00	1.00		44.480	66.720		422.560
O01 Other Expense	Fringe Benefits							637.020

Labor Charges		
RT Labor		1,764.64
SC 21.34%		376.57
OT Labor		394.86
SC 21.34%		84.26
Subtotal Labor		2,620.33
Subsistence		0.00
Other Expenses		637.02
MU 10.00%		325.74
Labor Total		3,583.09

Equipment Charges

Equipment ID	Description	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01 9167	Ingersoll Rand Air Compressor 185	8.00		15.080			120.640
E02 9529	2007 Sullivan 185 Compressor	8.00		16.740			133.920
E03 9933	19 Chevy 2500 Crew 4x4 Utility	8.00		18.320			146.560
E04 9642	2010 JD 410J Backhoe	8.00		48.430			387.440
E05 JKHM	Jackhammer	32.00		3.310			105.920

Equipment Charges		
Subtotal		894.48
MU 10.00%		89.45
Equipment Total		983.93

Material Charges

Activity Total **4,567.02**

Bill Surcharge

CMAR 6.30% **287.72**

Work Total **4,854.74**

Bill Subtotal **4,854.74**

Bill Total + **4,854.74**



Sierra Nevada Construction, Inc.
 2055 E. Greg Street, Sparks, NV 89431
 Phone: 775-355-0420 Fax: 775-355-0535

DAILY EXTRA WORK REPORT

Regional Transportation Commission
 Contractor Job: 11311 - RTC Virginia Street Phase 2
 Work Performed By: Sierra Nevada Construction, Inc.
 Description of Work: 200095 Bridge Deck Removal

Contract: **211003**

Billing Number **102.0**
 Report Date **9/02/2020**
 Perform Date **8/13/2020**

Labor Charges

Labor ID	Employee Name	RT Hrs	OT Hrs	Subs Units	RT Rate	OT Rate	Subs Rate	Extended
L01 BURHER	H Burciaga-Alcala	8.00	2.50		42.660	63.990		501.255
L02 CARVEI	V Carpio Samayoa	8.00	1.50		44.480	66.720		455.920
L03 CORMAR	M Corona-Alvarado	8.00	1.50		44.480	66.720		455.920
L04 GOMHUG	H Gomez-Cervantes	8.00	1.50		44.480	66.720		455.920
L05 MONHUM	H Montes-Torres	8.00	1.50		44.480	66.720		455.920
O01 Other Expense	Fringe Benefits							671.220

Labor Charges		
RT Labor		1,764.64
SC 21.34%		376.57
OT Labor		560.30
SC 21.34%		119.57
Subtotal Labor		2,821.08
Subsistence		0.00
Other Expenses		671.22
MU 10.00%		349.23
Labor Total		3,841.53

Equipment Charges

Equipment ID	Description	RT Hrs	OT Hrs	RT Rate	OT Rate	Delay Factor	Extended
E01 9167	Ingersoll Rand Air Compressor 185	8.00		15.080			120.640
E02 9529	2007 Sullivan 185 Compressor	8.00		16.740			133.920
E03 9933	19 Chevy 2500 Crew 4x4 Utility	8.00		18.320			146.560
E04 9642	2010 JD 410J Backhoe	8.00		48.430			387.440
E05 JKHM	Jackhammer	32.00		3.310			105.920

Equipment Charges		
Subtotal		894.48
MU 10.00%		89.45
Equipment Total		983.93

Material Charges

Activity Total **4,825.46**

Bill Surcharge

CMAR 6.30% **304.00**

Work Total **5,129.46**

Bill Subtotal **5,129.46**

Bill Total + **5,129.46**



Sierra Nevada Construction, Inc.
 2055 E. Greg Street, Sparks, NV 89431
 Phone: 775-355-0420 Fax: 775-355-0535



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

October 16, 2020

AGENDA ITEM 3.9

TO: Regional Transportation Commission

FROM: Scott Gibson, P.E.
Engineer II

Bill Thomas, AICP
Executive Director

SUBJECT: Professional Services Agreement with Lumos and Associates for the 2021 Preventive Maintenance Program Project

RECOMMENDATION

Approve the Professional Services Agreement (PSA) with Lumos and Associates for the 2021 Preventive Maintenance Program project for design services and construction management services in the amount of \$726,925; authorize the RTC Executive Director to execute the agreement.

SUMMARY

This agreement (see Attachment A) is for Engineering and Construction services for the 2021 Preventive Maintenance Project. The construction project will consist of pavement patching, crack sealing and micro-surfacing of approximately two-hundred (200) lane miles of regional roads within Washoe County, Reno, and Sparks. Also included within the scope of work of this PSA are striping design services for road modifications to provide complete street, operational, and safety improvements and long range scoping. Lumos and Associates were selected off the pre-qualified list as the consultant for this project due to their experience and performance in providing project scoping, plan development and construction services.

FISCAL IMPACT

Funds for this project are budgeted in the Fiscal Year (FY) 2021 Program of Projects (POP).

PREVIOUS ACTIONS BY BOARD

March 20, 2020 Adopted the FY 2021 Fuel Tax Program of Projects; including \$6,500,000 for design and construction associated with the 2021 Preventive Maintenance Program.

ADDITIONAL BACKGROUND

The RTC's preventive maintenance program has been shown by research performed by UNR to increase pavement life by as much as 30%. Since the program began in 2003, the overall condition of the pavement network has continued to improve. New pavements benefit from slurry seal applications by preventing the aging and subsequent stiffening of the surfacing that can reduce a pavement's ability to resist cracking through the region's wide seasonal temperature variations. Preventive maintenance is an important tool to optimize the community's investment in its pavement infrastructure and is strongly supported by the local agencies who often contribute additional funding to take advantage of the lower bid prices that are typically realized under this program.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations regarding this agenda item.

Attachment

**AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
AND
LUMOS & ASSOCIATES, INC.
FOR
PROFESSIONAL SERVICES**

This agreement (this "Agreement") is dated and effective as of _____, 2020, by and between the Regional Transportation Commission of Washoe County ("RTC") and Lumos & Associates, Inc., having offices at 9222 Prototype Drive, Reno, NV 89521 ("CONSULTANT").

WITNESSETH:

WHEREAS, the CONSULTANT has represented that it has the expertise and staff necessary to perform certain engineering and design services in a competent and professional manner; and

WHEREAS, RTC wishes to retain the CONSULTANT to perform those services in connection with the Annual Pavement Preservation Project for 2021 (the "Project"); and

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

ARTICLE 1 - ENGAGEMENT AND TERM

- 1.1. RTC hereby engages CONSULTANT and CONSULTANT hereby accepts the engagement to complete design and construction services in connection with the 2021 Annual Pavement Preservation Project.
- 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.

- 1.5. The term of this Agreement shall be from the date first written above through December 31, 2021, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.

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 B. Any change(s) to the schedule must be approved by RTC's Project Manager.

2.3. 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.

2.4. ADDITIONAL SERVICES

CONSULTANT will provide additional services in connection with the Project when agreed to in writing by RTC and CONSULTANT.

2.5. 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.

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

CONSULTANT shall provide only Nevada Alliance for Quality Transportation Construction (NAQTC) and/or American Concrete Institute (ACI) qualified personnel to perform field and laboratory sampling and testing during the term of this Agreement. All test reports shall be signed by a certified NAQTC or ACI (as applicable) tester and stamped, signed and dated by a Professional Engineer licensed in the State of Nevada.

2.6. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Design Services (Tasks 2.1.A to 2.1.B)	\$ 61,680
<u>Total Construction Services (Task 2.1.C to 2.1.I)</u>	<u>\$ 735,245</u>
Total Services	\$ 796,925

- 3.3. For any work authorized under Section 2.4, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.4, "Additional Services," when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.
- 3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT's indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.

ARTICLE 4 - INVOICING

- 4.1. CONSULTANT shall submit monthly invoices in the format specified by RTC. Invoices must be submitted to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.
- 4.2. RTC shall notify CONSULTANT of any disagreement with any submitted invoice for consulting services within thirty (30) days of receipt of an invoice. Any amounts not in dispute shall be promptly paid by RTC.
- 4.3. CONSULTANT shall maintain complete records supporting every request for payment that may become due. Upon request, CONSULTANT shall produce all or a portion of its records and RTC shall have the right to inspect and copy such records.

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

- 5.1. Upon request and without cost to CONSULTANT, RTC will provide all information that is reasonably available to RTC and pertinent to the Project including surveys, reports and any other data relative to design and construction of the Project.
- 5.2. RTC will provide access to and make all provisions for CONSULTANT to enter upon RTC facilities and public lands, as required for CONSULTANT to perform its work under this Agreement.

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement,

shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the execution of the Project that will be used in the Project and services rendered under this Agreement, is excluded from this requirement. CONSULTANT and its sub-consultants shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.

- 6.2. CONSULTANT represents that it has secured all necessary licenses, consents, or approvals to use the components of any intellectual property, including computer software, used in providing services under this Agreement, that it has full legal title to and the right to reproduce such materials, and that it has the right to convey such title and other necessary rights and interests to RTC.
- 6.3. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret, or trademarked materials, equipment, devices, or processes used on or incorporated in the services and materials produced under this Agreement.
- 6.4. CONSULTANT agrees that all reports, communications, electronic files, databases, documents, and information that it obtains or prepares in connection with performing this Agreement shall be treated as confidential material and shall not be released or published without the prior written consent of RTC; provided, however, that CONSULTANT may refer to this Project in connection with its promotional literature in a professional and commercially reasonable manner. The provisions of this subsection shall not apply to information in whatever form that comes into the public domain. The provisions of this paragraph also shall not restrict CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other entity with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

If it is later determined by RTC that CONSULTANT had an excusable reason for not performing, such as a fire, flood, or events which are not the fault of or are beyond the

control of CONSULTANT, RTC, after setting up a new performance schedule, may allow CONSULTANT to continue work, or treat the termination as a termination for convenience.

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

- 8.1. CONSULTANT shall not commence any work or permit any employee/agent to commence any work until satisfactory proof has been submitted to RTC that all insurance requirements have been met.
- 8.2. In conjunction with the performance of the services/work required by the terms of this Agreement, CONSULTANT shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all provisions set forth therein.

ARTICLE 9 - HOLD HARMLESS

- 9.1. CONSULTANT's obligation under this provision is as set forth in Exhibit C. Said obligation would also extend to any liability of RTC resulting from any action to clear any lien and/or to recover for damage to RTC property.

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

- 10.2. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.
- 10.3. CONSULTANT will cause the foregoing provisions to be inserted in all sub-agreements for any work covered by this Agreement so that such provisions will be binding upon each sub-consultant.

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 - AUTHORIZED REPRESENTATIVES

- 12.1. RTC's Director of Engineering has authority to act as RTC's representative with respect to this Agreement. RTC's Director of Engineering shall have authority to transmit instructions, receive information, interpret and define RTC policies, and make decisions with respect to materials, equipment elements, and systems.
- 12.2. CONSULTANT's Director, Construction Division has authority to act as CONSULTANT's representative with respect to this Agreement.

ARTICLE 13 - NOTICE

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

RTC: Brian Stewart, P.E.
Director of Engineering
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1880

CONSULTANT: Steven G. Moon, P.E.
Director, Construction Division
Lumos & Associates, Inc.
9222 Prototype Drive
Reno, Nevada 89521
(775) 827-6111

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

APPROVED AS TO LEGALITY AND FORM

By: _____
Adam Spear
RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
William Thomas, AICP, Executive Director

LUMOS & ASSOCIATES, INC.

By: _____
Steven G. Moon, Director, Construction Division

SAMPLE

Exhibit A

Scope of Services

SAMPLE

NON-CONSTRUCTION SERVICES

2.1.A.2 Investigate Existing Conditions

Provide an existing conditions study for the proposed roadway sections located in the City of Reno, City of Sparks, and Washoe County (street lists provided by the agencies). This study shall include:

- Identify locations requiring asphalt patching
- Identify locations requiring crack sealing
- Recommendation of treatment required (i.e., Type 2, Type 3, Micro, Double Micro, Cape Seals, Fog Seals, etc.)
- Verification of street areas
- Verification of existing striping conditions
- Recommendations for striping modifications to meet MUTCD or local agency requirements
- Recommendations for striping modifications to accommodate pedestrian and bicycle improvements

CONSTRUCTION SERVICES

2.1.E. Administration

Provide contract administration services as follows:

- Attend the preconstruction conference and progress meetings at intervals determined by the RTC
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Review and stamp contractor's submittal for conformance to the contract documents
- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Provide weekly electronic quantities
- Supervise the inspection and material testing activities
- Provide recommendations to the RTC for any necessary construction changes due to field conditions
- Assist in change order review and approval
- Provide final test results, field reports in an electronic .pdf on diskette

2.1.F-1. Survey/Data Collection/Layout/Design

Provide survey and design services as follows:

- Mapping of the proposed streets which will include GPS of the roadway areas, patch locations, islands, striping, utility valves, and manholes.
- AutoCAD drawings of the proposed streets showing areas to be slurried including slurry limits, patch locations, pavement striping, and locations of existing utility valves and manholes. Electronic copies to be provided.
- Slurry and patch quantities for each street
- Verification of existing striping, including striping quantities for each street.
- Striping maps which will include striping upgrades required to bring streets to current MUTCD or agency requirements.
- Preparation of bid documents to be placed on the RTC eBid web site.
- Up to ten (10) external storage devices (thumb drives) to be provided with the complete set of slurry, patching, and striping maps.

2.1.F-2. Striping Modification and Design

Provide Striping Plans for roadways designated to be modified from the original configuration.

- Provide recommendations for changes to existing roadways
- Provide 60% plans for agency review
- Incorporate review comments for 90% plans
- Provide 100% plans and striping layout for the contractor

2.1.G-1. Inspection - Patching

The following staffing shall be provided during asphalt patching placement:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time Senior inspector, ten (10) hour workdays for forty (40) shifts, for a total of 400 hours for the asphalt patching operations.

2.1.G-2. Inspection – Crack Seal

The following staffing shall be provided during pavement crack seal placement:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time Senior inspector, two (2) hour workdays for fifty (50) shifts, for a total of 100 hours for the pavement crack sealing operations.

2.1.G-3. Inspection – Slurry Seal

The following staffing shall be provided during slurry seal placement:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide two full time Senior inspectors, ten (10) hour workdays for eighty (80) shifts, for a total of 1,600 hours for the slurry seal operations.

2.1.G-4. Inspection – Striping

The following staffing shall be provided during pavement striping placement:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time Senior inspector, ten (10) hour workdays for eighty (80) shifts, for a total of 800 hours for striping operations.

The inspectors will:

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

2.1.H. Materials Testing

Provide Material Testing for compliance with the specifications per the Standard Specifications for Public Works Construction, Revision 8 of the 2012 Edition (Orange Book) testing requirements.

The following tests and frequencies shall be performed:

- Provide Slurry Aggregate testing. Weekly aggregate testing will include: Sand Equivalent, Durability, and Sieve Analysis, including a 200 wash. A total of eighteen (18) samples will be acquired and tested.
- Provide Slurry Emulsion testing. Partial emulsion testing will be completed in-house for Residue by Evaporation and Ring and Ball Softening Point as

per the specified test method. Testing frequency shall be eighteen (18) samples for the entire project.

- Provide On-site thin-lift Nuclear Gauge Testing and Sampling for asphalt concrete placement. Testing frequency shall be at random locations throughout the project.
- Provide AC Testing. Provide asphalt concrete tests at random locations throughout the project. Laboratory tests shall include ignition oven extraction, aggregate gradation, maximum theoretical specific gravity, flow & stability and Marshall unit weight. Six (6) – hot mix samples are anticipated. Reports will also include voids in total mix.
- Provide Asphalt Concrete Coring and Lab Testing. Lab test shall include core unit weight. Eighteen (18) – asphalt cores are anticipated. Test reports will also include percent compaction.

2.1.I. Project Contingency

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

Exhibit B

Compensation

SAMPLE



2021 RTC Preventive Maintenance Design and Construction Management Schedule Exhibit B-1

Task	Start	End	Days	October 2020				November 2020				December 2020				January 2021				February 2021				March 2021				April 2021				September 2021								
				1-Oct	5-Oct	15-Oct	25-Oct	31-Oct	1-Nov	5-Nov	15-Nov	25-Nov	30-Nov	1-Dec	5-Dec	15-Dec	25-Dec	31-Dec	1-Jan	5-Jan	15-Jan	25-Jan	31-Jan	1-Feb	5-Feb	15-Feb	25-Feb	28-Feb	1-Mar	5-Mar	15-Mar	25-Mar	31-Mar	1-Apr	5-Apr	15-Apr	25-Apr	30-Apr	1-Sep	5-Sep
Initial Evaluations	10/12/2020	11/9/2020	28																																					
Survey/Layout/Design	11/10/2020	1/5/2021	56																																					
90% Design	11/17/2020	1/12/2021	56																																					
Agency Review	1/13/2021	1/27/2021	14																																					
100% Design	1/28/2021	2/11/2021	14																																					
Advertise (3 Week Bid Time)	2/18/2021	3/11/2021	21																																					
Open Bids	3/11/2021	3/11/2021	1																																					
Notice To Proceed	4/5/2021	4/5/2021	1																																					
Construction	4/5/2021	9/3/2021	150																																					

EXHIBIT "B-2"

**RTC OF WASHOE COUNTY
2021 Preventive Maintenance Project**

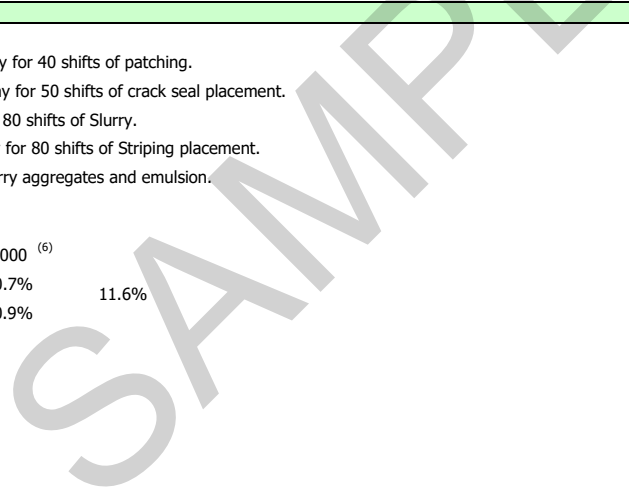
**JOB NO.: LA20.745
DATE: 9/18/2020**

BUDGET ESTIMATE

TASK	\$235 DIRECTOR	\$180 PROJECT MANAGER	\$180 SURVEY PROJECT MANAGER	\$160 CONSTRUCTION SERVICES ENGINEER	\$130 STAFF SURVEYOR	\$115 ENGINEERING TECHNICIAN 2	\$125 SENIOR INSPECTOR	\$100 FIELD TECH 2	\$95 FIELD TECH 1	\$75 ADMINISTRATOR	TOTAL
2.1.A-2 Investigate Existing Conditions, 2022 P.M.	8.00	110.00	-	-	-	-	320.00	-	-	-	\$ 61,680.00
SUBTOTAL CE											\$ 61,680.00
2.1.E-I CONSTRUCTION SERVICES (150 Calendar Days)											
2.1.E Administration	10.00	120.00	-	-	-	80.00	-	-	-	80.00	\$ 39,150.00
2.1.F-1 Survey - Data Collection/Layout for 2020 P.M.	10.00	32.00	6.00	-	24.00	380.00	720.00	-	-	-	\$ 146,010.00
2.1.F-2 Survey - Striping Modification and Design											\$ 40,000.00
2.1.G-1 Inspection - Patching (40 W/D's @ 10 hrs/day) ⁽¹⁾	4.00	40.00	-	-	-	10.00	400.00	-	-	-	\$ 59,290.00
2.1.G-2 Inspection - Crack Seal Placement (50 W/D's @ 2hrs/day) ⁽²⁾	4.00	15.00	-	-	-	5.00	100.00	-	-	-	\$ 16,715.00
2.1.G-3 Inspection - Slurry Seal Placement (80 W/D's) ⁽³⁾	4.00	140.00	-	-	-	20.00	1,600.00	-	-	-	\$ 228,440.00
2.1.G-4 Inspection - Striping (80 W/D's) ⁽⁴⁾	4.00	140.00	-	-	-	20.00	800.00	-	-	-	\$ 128,440.00
2.1.H Testing				30.00				80.00			\$ 12,800.00
Laboratory Testing \$						Striping Plates	Slurry Agg Testing ⁽⁵⁾	Emulsion Testing ⁽⁵⁾	Marshall AC Testing ⁽⁵⁾	AC Coring ⁽⁵⁾	
						\$ 1,000.00	\$11,700.00	\$6,300.00	\$4,050.00	\$1,350.00	24,400.00
SUBTOTAL CM											695,245.00
2.1.I Project Contingency											\$ 40,000.00
GRAND TOTAL CE + CM											\$ 796,925.00

- ⁽¹⁾ Patching Inspection time based on one (1) inspector for 10 hours per day for 40 shifts of patching.
- ⁽²⁾ Crack Seal Inspection time based on one (1) inspector for 2 hours per day for 50 shifts of crack seal placement.
- ⁽³⁾ Slurry Inspection time based on two (2) inspectors, 10 hours per day for 80 shifts of Slurry.
- ⁽⁴⁾ Striping Inspection time based on one (1) inspector for 10 hours per day for 80 shifts of Striping placement.
- ⁽⁵⁾ See attached B-3 sheet for frequency of testing for asphalt concrete, slurry aggregates and emulsion.
- ⁽⁶⁾ Anticipated project budget as provided by RTC on September 14, 2020

Slurry Budget: \$ 6,500,000 ⁽⁶⁾
 CM Costs: 10.7% 11.6%
 Prelim/Design Costs: 0.9%





2021 PREVENTIVE MAINTENANCE MATERIAL TESTING

EXHIBIT "B-3" - Testing Fee Breakdown

Slurry Aggregates

Test	Unit Cost
Sand Equivalent	\$200.00
Durability	\$250.00
Sieve Analysis	\$200.00
	\$650.00
	per aggregate series
	(Total for 18 series)
	<u>\$11,700.00</u>

Emulsion Testing

Test	Unit Cost	# of Tests	Total
Residue Testing (in-house)	\$350.00	18	\$6,300.00
			<u>\$6,300.00</u>

Plantmix Testing

Test	Unit Cost	# of Tests	Total
Plantmix Series	\$675.00	6	\$4,050.00
Coring	\$75.00	18	\$1,350.00
			<u>\$5,400.00</u>

Engineering	Per Hour
Director	\$235
Group Manager	220
Project / Senior Project Manager	180/190
Staff / Project / Senior Hydrogeologist	160/170/175
Staff / Project / Senior Engineer	145/155/165
Staff / Project / Senior Structural Engineer	145/155/165
Landscape Designer / Architect / Architect Manager	105/140/150
Staff / Project / Senior Planner	145/155/165
Project Coordinator	135
Project / Senior Project Designer	130/135
Structural / Senior Structural Designer	115/125
Engineering Technician I / II	105/115
Support Technician	80
Construction	Per Hour
Director	\$235
Group Manager	220
Project Manager	180
Geotechnical Engineer	195
Construction Services Supervisor / Engineer	140/160
Geotechnician	135
Inspector / Senior Inspector (includes nuclear gauge)	115/125
Field Technician I / II (includes nuclear gauge)	95/100
Surveying	Per Hour
Director	\$235
Group Manager	220
Project Manager	180
Staff / Project / Senior Surveyor	130/150/160
Project Coordinator	135
Surveying Technician I / II	105/115
Party Chief	145
Chain Person	75
Administrative & Other Services	Per Hour
Administrator	\$75
Clerical	65
30x42 Color / B&W (per copy)	10/5
24x36 Mylar / Color/B&W (per copy)	20/5/3
8.5x11 Color / B&W (per copy)	0.50/0.15
Mileage (per mile)	0.70

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

Invoices are due upon receipt and considered to be past due after 30 days.
This fee schedule applies to services provided from January 1, 2020 until further notice.

Testing/Inspection		Per Hour
Director		\$235
Group Manager		220
Geotechnical Engineer		195
Construction Services Engineer		160
Construction Services Supervisor		140
Geotechnician		135
Senior Inspector (includes nuclear gauge)		125
Inspector (includes nuclear gauge)		115
Field Technician II (includes nuclear gauge)		100
Field Technician I (includes nuclear gauge)		95
Administrator		75
Clerical		65

Particle Size Testing For Soils/Aggregates		Each
Sieve Analysis	(ASTM C-136/C-117)	\$200
Wash	(ASTM C-117)	150
Grain Size Analysis Soils	(ASTM D-421/422)	300
Sieve Analysis/Wash (coarse combined)	(ASTM C-136/C-117)	250

Soils & Aggregate Testing		Each
Specific Gravity & Absorption — Coarse or Fine Aggregate	(ASTM C-127/C-128)	\$150
Sand Equivalent	(ASTM D-2419)	200
Dry Unit Weight of Aggregate	(ASTM C-29)	100
Organic Impurities	(ASTM C-40)	100
Fractured Faces	(NDOT T-230)	100
L.A. Abrasion	(ASTM C-131)	250
Sodium Sulfate Soundness (5 cycles)	(ASTM C-88)	500
Moisture Content	(ASTM C-566)	50
Moisture Content and Unit Density	(ASTM D-2937)	100
Plastic Index	(ASTM D-4318)	225
Expansion Index	(ASTM D-4829)	300
R-Value	(ASTM D-2844)	350
California Bearing Ratio	(ASTM D-1883)	Quote on request
Direct Shear	(ASTM D-3080)	350
Unconfined Compression	(ASTM D-2166)	Quote on request
Consolidation	(ASTM D-2435)	500
Permeability (4-inch Rigid Wall, Falling head)	(ASTM D-4491)	Quote on request
Soluble Sulfates		Quote on request
pH	(ASTM D-4972)	Quote on request
Resistivity		Quote on request
Clay Lumps/Friable Parts	(ASTM C-142)	100
Cement Treated Base Mix Design		Quote on request
Cement Treated Base Compression Test		75
Fine Durability Index	(ASTM D-3744)	250
Coarse Durability Index	(ASTM D-3744)	300
Cleanness Value	(CAL 229)	250

Moisture Density Testing		Each
Compaction	(ASTM D-698 or ASTM D-1557)	\$275
Rock Correction	(ASTM D-4718)	150
Harvard Miniature	(NDOT T-101)	150
CAL 216		300
Check Point	(ASTM D-1557)	125

Emulsion Testing		Each
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 24 hr. turnaround	\$400
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 3-day turnaround	350
Saybolt Furol Viscosity Test @ 122°	(AASHTO T-59)	275
Rotational Paddle Viscosity	(ASTM D-7226 & AASHTO T-382)	500

Concrete Testing		Each
Compression Concrete Cylinders	(ASTM C-39)	\$40
Hold Cylinder (Cured but not tested)		30
Compression, Concrete Core	(ASTM C-42)	40
Flexural Strength of Concrete Beams	(ASTM C-78/C-293)	80
Compression, Grout Cylinder	(UBC 24-28)	40
Compression, Mortar Cylinder	(UBC 24-28)	40
Masonry Block Absorption and Moisture	(ASTM C-140)	Quote on request
Shrinkage	(ASTM C-426)	Quote on request
Compression, Concrete Masonry Units	(ASTM C-140)	Quote on request
Compression, Concrete Masonry Prisms	(ASTM C-1314)	Quote on request
Density of Spray Applied Fireproofing		Quote on request
Concrete Mix Design, including Mixing and Casting of Cylinders		Quote on request

Asphalt Concrete Testing		Each
Sieve Analysis	(ASTM D-5444)	\$125
Unit Weight on Compacted Sample	(ASTM D-2726)	50
Unit Weight on Core	(ASTM D-2726)	75
Marshall Stability & Flow	(ASTM D-1559)	50
Max. Theoretical Specs. Gravity	(ASTM D-2041)	100
Bitumen Content	(ASTM D-6307)	150
Asphalt Concrete Mix Design		Quote on request
A.C. Series (Marshall)		675
Oven Correction	(ASTM D-6307)	300

- Fees for prevailing wage rate projects available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times standard rate where applicable.
- Billing rates include standard testing equipment and truck up to 30 mile radius, after which mileage rates apply.
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

**Invoices are due upon receipt and considered to be past due after 30 days.
This fee schedule applies to services provided from January 1, 2020 until further notice.**

Exhibit C

Indemnification and Insurance Requirements

SAMPLE

Exhibit C

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

2019-11-11 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 348-0400.

2. INDEMNIFICATION

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

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

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

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

property, tangible or intangible, and the loss of use of any of that property, whether or not it is physically injured.

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$5,000 per occurrence or claim must be declared to and approved by RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

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

of Nevada or meet any applicable state and federal laws and regulations for non-admitted insurance placements.

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

October 16, 2020

AGENDA ITEM 3.10

TO: Regional Transportation Commission

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



Bill Thomas, AICP
Executive Director

SUBJECT: Fiscal Year 2021 Street and Highway Program ICA with the City of Reno

RECOMMENDATION

Authorize the RTC Executive Director to execute the Fiscal Year (FY) 2021 Street and Highway Program Interlocal Cooperative Agreement (ICA) between Washoe County, City of Reno and the RTC.

SUMMARY

The FY 2021 Program of Projects (POP) was approved by the RTC Board on March 20, 2020. The ICA will be taken before Washoe County Board of Commissioners and the City of Reno Council for consideration and approval. This ICA has been developed and prioritized in accordance with priorities established as part of the Unified Planning Work Program, Regional Transportation Plan, Program of Projects, and the Regional Road Pavement Preservation Program.

In accordance with Chapter 373 of the Nevada Revised Statutes, this ICA (see Attachment A) enumerates the responsibilities for delivering the projects identified in the POP. Upon approval of this ICA by the RTC Commission, the RTC will begin work on the projects listed.

FISCAL IMPACT

The work described in the ICA is funded in the FY 2021 Board approved budget.

PREVIOUS ACTIONS BY BOARD

March 20, 2020 Approved the proposed FY 2021 Program of Projects (POP).

ADDITIONAL BACKGROUND

Separate agreements have been prepared for each jurisdiction based on where the projects reside. This provides clarity to the overall program of projects and simplifies the process so that the approval of each ICA can occur independently and therefore delays that may occur with one jurisdiction will not affect the ICA approval of another.

Attachment

INTERLOCAL COOPERATIVE AGREEMENT

This agreement is made and executed this ____ day of _____, 2020, by and between the Board of Commissioners of Washoe County, Nevada (the “County”), the Regional Transportation Commission of Washoe County (the “RTC”), and the City Council of Reno, Nevada (the “City”).

WITNESSETH:

WHEREAS in 1979, the RTC was created by County ordinance through the consolidation of the Regional Street and Highway Commission, the Regional Transit Commission, and a previously existing metropolitan transit planning organization; and

WHEREAS, the RTC is responsible for the Regional Street & Highway Program, the Public Transportation Program, and Transportation Planning; and

WHEREAS, the RTC funds the Regional Street & Highway Program from a variety of local, state and federal funding sources, and expends money from a variety of funds including the Regional Street and Highway Fund (the “Fuel Tax Fund”), the Transportation Sales Tax Fund (the “Sales Tax Fund”), and the Regional Road Impact Fee Fund (the “RRIF Fund”); and

WHEREAS, pursuant to NRS 373.140(2), if a project is proposed to be financed in whole or in part from the Fuel Tax Fund, the RTC must evaluate the project based on the criteria set forth in NRS 373.140(2) before it approves the project; and

WHEREAS, pursuant to NRS 373.140(2), if the RTC approves a project that is proposed to be financed in whole or in part from the Fuel Tax Fund, the County must authorize the project; and

WHEREAS, pursuant to NRS 373.140(2), if the County approves a project that is proposed to be financed in whole or in part from the Fuel Tax Fund, the responsibilities for letting construction and other necessary contracts, contract administration, supervision and inspection of work and the performance of other duties related to the acquisition of the project must be specified in written agreement executed by the County and the governing bodies of the City of Reno and the City of Sparks, as appropriate; and

WHEREAS, on March 20, 2020, the RTC approved its FY 2021 Program of Projects for the Regional Street & Highway Program which includes certain projects proposed to be financed in whole or in part from the Fuel Tax Fund; and

WHEREAS, the projects listed in Exhibit A are projects located within the jurisdiction of the City that are proposed to be financed in whole or in part from the Fuel Tax Fund and which require a written agreement pursuant to NRS 373.140(2).

NOW, THEREFORE, in compliance with statutory requirements, and in consideration of the mutual promises contained herein and for other good and valuable consideration, it is hereby agreed by and between the parties hereto as follows:

I. PROJECT AUTHORIZATION

A. The County and the City authorize the RTC to design, survey, engineer, acquire through purchase or eminent domain real property for, and construct, each of the Projects. This authority shall be for all continued work by or on behalf of the RTC as necessary to complete the Project and for any later fiscal year.

B. The RTC may expend money from one or more than one of the Fuel Tax Fund, the Sales Tax Fund, the RRIF Fund, or any other eligible fund. The total estimated cost to complete each Project is estimated by the RTC as shown on Exhibit A. These costs are only estimates and the RTC may expend additional money as necessary from any one or more of the Fuel Tax Fund, the Sales Tax Fund or the RRIF Fund, or any other eligible fund, as such additional expenditures are reviewed and approved by the RTC pursuant to the RTC's policies and procedures.

C. The County and the City authorize the RTC to adopt an appropriate resolution of condemnation and initiate and prosecute to judgment such eminent domain proceedings as may be necessary for the acquisition of such property within their respective jurisdictions as the RTC deems necessary for the construction and/or maintenance of any Project and, if prudent, future expansions of each Project identified by the Regional Transportation Plan.

II. RTC RESPONSIBILITIES AND DUTIES

RTC agrees to perform the followings tasks and the County and the City hereby authorize the RTC to do so:

A. Provide all required services, including but not limited to design, environmental assessments and studies, surveying, construction engineering, construction management and quality assurance inspection, utilizing RTC staff and/or qualified consultants;

B. Obtain appraisal reports for any property being considered as necessary for the implementation of any Project and, if prudent, future expansions of the Project identified within the Regional Transportation Plan, conduct preliminary negotiations with the owners in an effort to arrive at a mutually agreeable purchase price and negotiate, execute and close contracts to purchase the property;

C. Offer not less than the appraisal value for the property and property rights deemed necessary for a Project and, where the prospect of reaching a mutually agreeable purchase price appears unlikely following reasonable negotiations, cause the RTC Board of Commissioners to adopt a “Resolution of Condemnation” finding that particular properties are necessary to the success of a Project and authorize legal counsel to seek acquisition through eminent domain proceedings;

D. Coordinate all activities related to a Project including, but not limited to, advertising, receipt and review of construction bids, and execution of a contract with the contractor submitting the lowest responsive and responsible bid;

E. Maintain necessary files on each Project;

F. Pay all authorized Project costs from the Fuel Tax Fund, the Sales Tax Fund, the RRIF Fund, and any other eligible fund. Payments for construction or engineering services will be paid to the contractor or consultant upon receipt of a claim or claims which have been certified as a true and correct account of the expenses incurred as a result of or in conjunction with the provisions of a contract entered into as a result of this Agreement. All submitted claims will have supporting documents attached which substantiate the basis of the claim. Such claim or claims shall be reviewed and approved in accordance with the policies and procedures of the RTC; and

G. Not permit the payment of non-reimbursable or non-payable items established by the policies and procedures of the RTC.

III. COUNTY AND CITY RESPONSIBILITIES AND DUTIES

The County and the City shall do the following:

A. Cooperate with RTC and its consultants in all phases of each Project located within their respective jurisdictions;

B. Assist the RTC in communicating with the public regarding the Project(s) located within their respective jurisdictions;

C. Accept ownership of and maintain each Project located wholly or partially within their respective jurisdictions upon completion of construction;

D. Upon notification from the RTC, require utilities having franchise agreements that require relocation to relocate their facilities prior to award of the Project in accordance with the franchise agreement; for utilities that do not address the issue of relocation in the franchise agreement, require relocation of the subject facilities prior to the award of the Project if state law provides authority to do so; and

E. Coordinate development and administration of the Project with the RTC.

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This Agreement is effective from and after the date first above written.

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY

BY: _____
EXECUTIVE DIRECTOR

APPROVED AS TO LEGALITY AND FORM

BY: _____
RTC CHIEF COUNSEL

BOARD OF COMMISSIONERS, WASHOE COUNTY, NEVADA

By: _____
CHAIRMAN

ATTEST: APPROVED AS TO FORM AND CONTENT:

BY: _____ BY: _____
WASHOE COUNTY CLERK ATTORNEY

CITY COUNCIL OF RENO, NEVADA

By: _____
MAYOR

ATTEST: APPROVED AS TO FORM AND CONTENT:

BY: _____ BY: _____
RENO CITY CLERK DEPUTY CITY ATTORNEY

Exhibit A
City of Reno
New Projects

<u>Project Name</u>	<u>Description</u>	<u>RTIP Cost Estimate</u>
Sky Vista	Widen Sky Vista from 2 to 4 Lanes from Silver Lake to Lemmon Drive	\$12 Million Design, Construction CY2023
Mill Street Capacity Project	Widen Mill Street from 4 to 6 Lanes from Terminal Way to Kietzke	\$17.5 Million Design, Construction CY2023-2024

2021 Preventative Maintenance (2020/2021)*	Patching and slurry seals on regional roads	\$7.5 Million Design, Construction
2021 Roadway Reconstruction/Rehab (2020/2021)*	Reconstruction/rehabilitation of failing segments of regional roads	\$10.5 Million Design, Right of Way, Construction
TE Spot 10 Intersection Improvements*	Intersection improvements throughout the region	\$4.5 Million Design, Right of Way, Construction
Traffic Management Program/ITS/LiDAR*	Improvements to regional facilities using new technology to manage traffic	\$1.75 Million Design, Construction
ADA Access Transit/Pedestrian Connectivity*	Improve access to multimodal choices including transit following ADA guidance (sidewalks, ramps, pads)	\$2.0 Million Design, Right of Way, Construction

*Region-wide programs with specific improvement locations in both the City of Reno and the City of Sparks.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

October 16, 2020

AGENDA ITEM 3.11

TO: Regional Transportation Commission

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

Bill Thomas, AICP
Executive Director

SUBJECT: Resolution regarding Intention to Sell 5 Remnant Parcels

RECOMMENDATION

Approve a resolution declaring an intention to sell five remnant parcels no longer needed for the Virginia Street Bus RAPID Transit Extension Project (APN 007-183-11; APN 007-183-12; APN 007-183-13; APN 007-183-18; APN 007-183-19) to the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno.

SUMMARY

The RTC acquired five parcels between 8th and 9th Streets on the east side of Virginia Streets for the Virginia Street RAPID Extension Project (the “Project”). The RTC acquired the full parcels to accommodate the Project. A portion of each parcel will not be needed following completion of construction. These portions are referred to as “remnant parcels.”

At an RTC Board workshop on January 17, 2020, RTC staff presented options to the Board for the remnant parcels. During that meeting, the University of Nevada, Reno (the “University”) requested that RTC consider selling the remnant parcel to the Board of Regents for development as part of the University Gateway Precinct, including construction of a new College of Business.

RTC staff analyzed the University’s proposed use and concluded it would further the purpose and goals of existing land use plans, would complement the Project by creating multi-modal transportation opportunities in and around the Project, and would be likely to increase ridership on RTC transit services provided through the Project. The University requested that RTC adopt a resolution indicating that the remnant parcels be sold to the University at fair market value after completion of the Project, contingent on approval from the Federal Transit Administration (“FTA”) and compliance with all applicable state and federal laws and regulations. The RTC Board adopted that resolution on March 20, 2020.

RTC completed an appraisal and appraisal review of remnant parcels which determined the market appraised value to be \$3,400,000. RTC requested concurrence and disposition instructions from FTA. By letter dated September 23, 2020, FTA concurred in the appraisal and disposition of the remnant parcels for \$3,400,000.

Nevada Revised Statutes (“NRS”) authorizes RTC to sell the remnant parcels to another public agency. NRS 277A.255(1)(c) states that “when the property is sought by another public agency for a reasonable public use, the commission may first offer the property to the public agency at its fair market value pursuant to NRS 277.050.”

Approval of this resolution will satisfy the requirements in NRS 277.050(5). RTC would then hold a public meeting on November 20, 2020, to provide an opportunity for the public to make objections to the sale as required by NRS 277.050(5) and (6). If the RTC Board decides to move forward with the sale at that public meeting, the RTC Board would then approve a resolution to approve a purchase and sale agreement and satisfy the requirements in NRS 277.050(7). RTC staff would then enter into the agreement and complete the sale.

FISCAL IMPACT

The parcels would be sold for fair market value. The sale proceeds would be applied towards the FTA eligible capital grant NV-2019-016 for the Project.

PREVIOUS ACTIONS BY BOARD

March 20, 2020 Board approved a resolution regarding potential sale of five remnant parcels to the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno after completion of the Virginia Street Bus RAPID Transit Extension Project and contingent on approval from the Federal Transit Administration (FTA) and compliance with all applicable state and federal laws and regulations.

January 17, 2020 Staff presented options for the remnant parcels for consideration.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

RESOLUTION NO. 20-04

A RESOLUTION DECLARING AN INTENTION TO SELL FIVE REMNANT PARCELS NO LONGER NEEDED FOR THE VIRGINIA STREET BUS RAPID TRANSIT EXTENSION PROJECT (APN 007-183-11; APN 007-183-12; APN 007-183-13; APN 007-183-18; APN 007-183-19) TO THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO.

WHEREAS, the Regional Transportation Commission of Washoe County, Nevada (“RTC”) purchased the following five parcels for the Virginia Street Bus RAPID Transit Extension Project (the “Project”): 800 N. Virginia St. (APN 007-183-11); 812 N. Virginia St. (APN 007-183-12); 820 N. Virginia St. (APN 007-183-13); 850 N. Virginia St. (APN 007-183-18); and 890 N. Virginia St./10 E. 9th St. (APN 007-183-19) (collectively, the “Parcels”); and

WHEREAS, the Parcels were purchased under the threat of eminent domain proceedings by RTC pursuant to chapter 37 of the Nevada Revised Statutes (“NRS”); and

WHEREAS, a portion of each of the Parcels was necessary to construct road and intersection improvements, bike lanes, ADA accessible sidewalks, a bus turnout, and a RAPID transit station; and

WHEREAS, in order to avoid leaving remnant parcels of irregular shape, uneconomical size, utility or condition which would be of little value to the Parcels’ owners, RTC acquired the fee to the whole of each of the Parcels; and

WHEREAS, construction of the Project is complete, and a portion of each Parcel (collectively, the “Remnant Parcels”) remain; and

WHEREAS, the Remnant Parcels have been surveyed and complete legal descriptions for each of the Remnant Parcels are described in Exhibit “A”, “A-1”, “A-2”, “A-3”, and “A-4”, and depicted in Exhibit “B”, “B-1”, “B-2”, “B-3”, and “B-4” hereto; and

WHEREAS, the Remnant Parcels are no longer needed for the Project; and

WHEREAS, the Federal Transportation Administration has approved the disposal of the Remnant Parcels for their fair market value; and

WHEREAS, the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno (the “University”) seeks to use the Remnant Parcels for development as part of the University Gateway Precinct, including construction of a new College of Business; and

WHEREAS, pursuant to Resolution No. 20-01, the RTC Board of Commissioners determined that a potential sale of the Remnant Parcels to the University would be in the best interests of RTC subject to, and upon satisfaction of, certain contingencies; and

WHEREAS, those contingencies have been satisfied, and RTC now intends to offer and sell the Remnant Parcels to the University pursuant to NRS 277A.255(1)(c) and NRS 277.050.

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

Section 1. The fair market value of the Remnant Parcels is \$3,400,000, as determined pursuant to RTC's appraisal and appraisal review process and as approved by the Federal Transit Administration;

Section 2. RTC hereby determines that the University's development and use of the Remnant Parcels complements and furthers the transportation purposes of the Project;

Section 3. RTC hereby declares its intention to offer and sell the Remnant Parcels to the University pursuant to NRS 277.050, as authorized in NRS 277A.255(1)(c), at a minimum price of \$3,400,000;

Section 4. As required by NRS 277.050(5)(c), the RTC Board of Commissioners shall hold a public hearing at its regular meeting on November 20, 2020 at which objections to the sale may be made by the electors of Washoe County;

Section 5. As required by NRS 277.050(6), RTC staff shall publish notice of the adoption of this resolution and of the time and place of the public hearing on November 20, 2020, in a newspaper of general circulation published in Washoe County. The notice must be published not less than twice, on successive days, the last publication to be not less than 7 days before the date of the public hearing;

Section 6. The authority granted under the foregoing resolutions shall be deemed to include, in the case of each such resolution, the authority to perform such further acts and deeds as may be necessary, advisable or appropriate, in the judgment of RTC Staff, to take such further actions in compliance with law as may be necessary or desirable to give effect to the foregoing resolutions; and

Section 7. This resolution shall become effective on its passage and adoption.

PASSED, ADOPTED AND APPROVED this 16th day of October, 2020.

Chairman
Regional Transportation Commission of
Washoe County



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

October 16, 2020

AGENDA ITEM 4.1

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

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

October 16, 2020

AGENDA ITEM 4.1(a)

TO: Regional Transportation Commission

FROM:



Bill Thomas, AICP
Executive Director

SUBJECT: Report on Nevada Legislative Issues

RECOMMENDATION

Receive report on the 2021 Nevada legislative session process.

SUMMARY

In preparation for the upcoming Nevada legislative session, RTC is researching and monitoring legislative proposals relating to the implementation of road usage charges or modifications to the motor fuel tax, potential expansion of eligible uses of the fuel tax, and the Nevada Climate Initiative. RTC staff will schedule meetings with members of the Northern Nevada delegation to discuss these items in advance of the session. Staff will seek additional input from the Board prior to the start of the legislative session. During the session, RTC will provide input or testimony as appropriate.

Senate Concurrent Resolution 3 Committee (SCR3)

RTC was invited to participate in the Senate Concurrent Resolution 3 (SCR3) working group (a subset of the Legislative Committee on Energy), Chaired by Assemblywoman Danielle Monroe-Moreno and Vice Chair Senator Chris Brooks. The attached resolution directs the Legislative Committee on Energy to conduct an interim study to consider alternative solutions for transportation funding in Nevada, with a focus on the growing use of electric vehicles that do not pay fuel tax. The working group included other public agencies and stakeholders throughout the state and was tasked with developing a study that examined:

1. The benefits of the use of electric vehicles and the costs of transportation-related pollution, including greenhouse gas emissions;
2. Nevada's funding needs for maintaining public roads and highways;
3. Methods to ensure that owners of all vehicles in the State of Nevada equitably contribute to the cost to maintain public roads and highways, while maximizing social benefits and minimizing social costs; and
4. Any other matters which are deemed relevant to the funding of the transportation system in this State.

While SCR 3 originally envisioned the Legislative Committee on Energy submitting a report on the results of the study and any recommended legislation to the Legislature for the 2021 Session, the Committee opted instead to recommend a continuation of the study of transportation funding issues.

RTC was invited, along with NDOT and the RTC of Southern Nevada, to share information about current funding sources and anticipated funding needs, as well as efforts to reduce vehicle miles of travel. RTC presented an overview of roadway, multimodal, transit programs, and unfunded needs based on the 2040 Regional Transportation Plan (RTP).

A funding concept presented to the committee by the Natural Resources Defense Council (NRDC) for consideration would replace RTC's existing fuel tax indexing with a new formula that combines a statewide indexed fuel tax with an electric vehicle fee. It would be designed so that the electric vehicle fees would increase over time to offset declining fuel tax revenues. A summary of the proposal is below:

- (1) Beginning 2022, and every year thereafter, state and local motor-fuel taxes shall be indexed to the Producer Price Index and total fuel consumption.
- (2) The Nevada Department of Motor Vehicles shall assess annual fees on alternative fuel vehicles not otherwise subject to motor-fuel taxes that are equivalent to what those vehicles would pay if they operated on motor-fuel

It is unknown what impacts the NRDC proposal could have on the existing indexed fuel tax that was approved by Washoe County voters in 2008.

Other funding frameworks presented to the committee include the following:

- Road Usage Charge implemented by the Utah Department of Transportation: This applies only to electric, plug-in, and gas hybrid vehicles and does not change the fuel tax structure. Residents are given the option of paying an annual flat fee or a usage-based fee of 1.5 cents per mile. The usage-based fee requires regular reporting of miles travelled.
- Road Usage Charge Assessment conducted by Washington State Transportation Commission: This year-long test using data from 2,000 drivers statewide evaluated replacing fuel tax with a 2.4 cent per mile road usage charge. Implementation requires mileage reporting using quarterly odometer readings, smartphone app, or plug-in device.

RTC provided a letter in support of a framework similar to the Utah Road Usage Charge, which would supplement the existing voter-approved fuel tax with a fee on electric vehicles. RTC provided testimony to the legislative committee on August 24, 2020.

The Committee on Energy ultimately voted to request a BDR requiring NDOT to continue, and expand, the SCR 3 study. The working group would include a variety of government and special interest representatives, including members representing MPOs. The group would be required to examine the needs of all transportation mode users (vehicles, bicycles, pedestrians and transit), transportation equity, green house gas reduction, the sustainability of the Highway Fund, and the

role of land use and growth policies in transportation decisions. The working group would be specifically tasked to further study both the NRDC and Utah Road User Charge models, and any other options they may choose. NDOT would be required to submit a report and recommendations from the working group to the 2023 Legislature.

Proposed Change to Fuel Tax Uses

Nevada lawmakers are also considering a proposed constitutional amendment to expand the use of gas and fuel taxes and other automobile-related fees to more than just road construction and repair to address urban sprawl and causes of climate change.

The Committee on Energy requested a bill draft (BDR 459) amending Article 9, Section 5 of the Nevada Constitution to provide that the use of the proceeds “from the imposition of any license or registration fee and other charge with respect to the operation of any motor vehicle upon any public highway in this state and the proceeds from the imposition of any excise tax on gasoline or other motor vehicle fuel shall, except the costs of administration, be used exclusively for the construction, maintenance, operation, and repair of the public highways, *transit and transportation infrastructure* of this State.”

Bill Draft Request 48 - Senate Joint Resolution, submitted by Senator Chris Brooks, also proposes to amend the Nevada Constitution to expand the allowable use of highway funds.

These Bill Draft Requests are the first step in a potential change to the state Constitution. The proposed amendment would need to pass out of the 2021 and 2023 Legislatures before going on the ballot in the 2024 election for possible approval by voters.

Nevada Climate Initiative

As described on <https://climateaction.nv.gov/>, Governor Sisolak issued Executive Order 2019-22 in November 2019, calling for development of a State Climate Strategy by December 2020. The 2020 Climate Strategy will consist of eight core components including sections outlining climate impacts in Nevada, creative approaches to financing climate action, effective climate governance models, and the role of climate action in economic recovery. The Climate Strategy will provide a framework designed to evaluate the alignment of policies with the timelines and benchmarks necessary for Nevada to achieve its greenhouse gas emission reduction goals. Led by the Nevada Department of Conservation and Natural Resources and the Governor’s Office of Energy, the 2020 Climate Strategy is being drafted by a team of state agencies.

RTC was invited to discuss the Climate Initiative with state agency staff and attend state-wide listening sessions during September 2020. RTC has provided information about air quality modeling, current initiatives to support transit and other alternative modes of transportation, including pedestrian safety. RTC staff will continue to work with the State on this important area.

UPCOMING ACTIVITIES

October – December:

Keampfer Crowell and RTC staff will meet with members of the Washoe legislative delegation to update them on RTC activities, ensure they see RTC as a trusted source of information on transportation funding and policy, and prepare for the 2021 Session.

Meeting set with state departments working on the Climate Initiative Plan (Dept. of Conservation and Natural Resources, Governor’s Office of Energy).

December: RTC Board Meeting: Update to the Board on legislative meetings, report on any priority 2021 bills which may be pre-filed by the meeting, and seek direction from the Board on transportation funding and related policies to be considered by the 2021 Legislature.

January: Meet with the committee staff of the Senate and Assembly Growth and Infrastructure Committees to provide overviews of RTC and plan for presentations to the committees during 2021 Session.

FISCAL IMPACT

The fiscal impact is unknown at this time.

PREVIOUS ACTIONS BY BOARD

There has been no previous Board action on this item.

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

October 16, 2020

AGENDA ITEM 4.2

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
October 16, 2020 Board Meeting
Prepared October 6, 2020

Appropriations

On September 30th, by a vote of 84-10, the Senate passed an appropriations continuing resolution (CR), funding the government at FY 2020 levels through December 11, 2020. The CR also included a one-year extension of the surface transportation bill, the FAST Act. While the President signed the CR in the early hours of October 1st following his return from a campaign event in Minnesota, the federal government was not shutdown per direction from the White House Office of Management and Budget.

The one-year extension of the FAST Act means the surface transportation programs are authorized to receive funding until September 30, 2021 and funding was included to provide needed revenues for the Highway Trust Fund and Mass Transit Account. Like all other Federal programs, under the current CR, funding has been appropriated until December 11, 2020, and would therefore require additional action by Congress on an FY 2021 appropriations measure.

For context, on July 31st, the House passed their version of the Fiscal Year (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 U.S. Department of Transportation (U.S. DOT) emergency spending and the mask mandate applicable to airlines, certain public transit, and Amtrak. The Senate never took action to advance its version of the bill and thus the need for a stop gap measure.

COVID-19 Relief Package

On October 1st, with a vote of 214- 207, the House passed its revised Heroes Act totaling \$2.2 trillion in COVID-19 supplemental relief spending. The bill contains the industry request for \$32 billion to the Federal Transit Administration (FTA) for public transit funding. Notably, the legislation did not include legal liability protections for COVID-19 related claims.

The \$32 billion in public transit funding is divided as follows:

- \$18.5 billion to be allocated under 5307 and 5337 (state of good repair) in accordance with FY 20 appropriations. If amounts allocated to a recipient under this bill and the CARES Act together exceed 100% of the recipient's FY 2018 operating costs, the excess is allocated to others in this category.
- \$10 billion to be distributed under the Emergency Relief Program for recipients that need additional funding to maintain operations. The Secretary of Transportation is required to give priority to recipients that received less than 100% of their 2018 operating expenses from CARES Act and the HEROES Act formula funds, as well as to recipients with the largest revenue loss as a percentage of the agency's 2018 operating expenses.
 - The federal share for these funds can be up to 100%. The funds are to be directed to payroll and public transit "to the maximum extent feasible" unless the recipient certifies to the Secretary that the recipient has not furloughed employees. The funds may be used to pay contractors if the contractor has continuously retained its full and part time workforce or for payments made for employees brought back to positions after a furlough.

- \$2.5 billion in Capital Investment Grant funds, with \$1.95 billion in grants to recipients that received an allocation of FY 19 or FY 20 funds prior to enactment of the bill. The funds are to be provided based on a proportion of a recipient's local share as compared to the local share among all recipients in such fiscal year. Projects that are currently open for revenue service are not eligible. Of the remaining amount, \$400 million is provided for recipients that receive an allocation of FY 19 or 20 funds after enactment of the bill, and \$150 million is provided for Small Starts projects that need funding to complete the project, to be distributed through a formal notice of funding opportunity.
- \$250 million for 5310 (Enhanced Mobility of Seniors & People with Disabilities program) and \$750 million for 5311 (formula grants for rural areas).

The state and local funding is distributed as follows:

- \$238 billion to states based on their share of unemployed workers.
- \$179 billion to local governments, evenly divided between municipalities and counties; of which, \$89.5 billion to counties based on population and \$89.5 billion to municipalities using a modified CDBG formula (\$62.65 billion for municipalities of at least 50,000 in population and \$26.85 billion for municipalities with populations less than 50,000).
- The bill also expands the use of CARES Act Coronavirus Relief Funds for state, local and tribal governments, to be used for covering lost, delayed, or decreased revenue stemming from the COVID-19 pandemic, and extends the date of expenditures for funds to December 31, 2021.

Federal Emergency Management Agency (FEMA) program amendment:

- The bill clarifies that eligible FEMA Public Assistance Program (and other Stafford Disaster Relief and Emergency Assistance programs) costs for reimbursement include personal protective equipment and critical supplies for public transportation, COVID-19 response training, providing public guidance and information, and establishing and operating virtual services.

On October 2nd, Speaker Pelosi issued a 'Dear Colleague' letter, stating, "Our negotiations with the Administration continue, and I am hopeful that we can reach agreement. However, we still have significant disagreement in key areas." Speaker Pelosi and Treasury Secretary Mnuchin continue to work on the packages proposed in hopes of reaching a final deal, but there is no current indication of a timeline.

From latest conversations and reports, Senate Majority Leader McConnell has maintained the \$1 trillion top-line spending figure for the COVID-19 relief package. Staff from Leader McConnell's office have reported that the amount of policy issues lacking in the discussions or not addressed in House-passed legislation are too numerous to get a bill to the floor before the November 3rd elections. Barring a significant breakthrough in negotiations and buy-in from the Senate Republican conference, we could see a smaller relief package proposed and possibly passed during the lame-duck session – but this of course is subject to change.

As of the writing of this Federal Update, President Trump terminated discussions on the next stimulus bill until after the election. We will update the RTC on subsequent developments.

Public Transportation COVID-19 Research Demonstration Grant

The FTA announced the availability of \$10 million under a new program, the Public Transportation COVID-19 Research Demonstration grant program. According to the press release, the grants are intended for use to "develop, deploy, and demonstrate innovative solutions that improve the operational efficiency of transit agencies, as well as enhance the mobility of transit users affected by the COVID-19 public health emergency."

The notice of funding opportunity provides that eligible projects include vehicle, facility, equipment and infrastructure cleaning and disinfection; exposure mitigation measures; innovative mobility such as contactless payments; and measures that strengthen public confidence in transit services. The maximum federal share of project costs is 100%. Applications are due by 11:59 p.m. ET, Monday, November 2, 2020.

Mask Mandate Petition

The U.S. Department of Transportation (U.S. DOT) decided not to move forward on a formal rulemaking requiring masks on public transportation following a petition from the Transportation Trades Department, AFL–CIO. U.S. DOT General Counsel and Acting Deputy Secretary Steven Bradbury said a rulemaking is "not warranted" and illustrated the steps U.S. DOT has taken to "educate transportation stakeholders and promote...[CDC and OSHA] recommendations to ensure they are observed in our transportation systems." He also cited existing policies from state and local governments, and private sector transportation entities, as well as the "consideration of non-regulatory solutions."

Disadvantaged Business Enterprises

The House Transportation and Infrastructure Committee held a hearing entitled, "Driving Equity: The U.S. Department of Transportation's Disadvantaged Business Enterprise Program." In Chairman DeFazio's (D-OR) opening remarks, he said, "Discrimination is still terribly real in America, and if the events of 2020 have not proven that convincingly enough, I'm confident the overwhelming evidence we have examined for this hearing will at least shut the door on the question as it relates to Federally-assisted transportation contracts."

There was widespread and bipartisan support for the DBE program during the hearing, though comments were made by witnesses on how to improve upon its implementation. For example, hearing witness Geri Boyer, on behalf of the American Council of Engineering Companies said, "There is a lack of a unified approach for DBE certification. States require applications at different points of the year, which gives unnecessary work for the firm and the public agency."

A good deal of time was spent discussing the process of graduating from the DBE program. Responding to Highways and Transit Ranking Member Davis' (R-IL) question on leaving the DBE program, Geri Boyer said, "We need to look at how to stabilize as a firm that leaves the DBE program. The idea of a unified certification is important for our nation. I work in 17 states and need 17 different certifications. Graduation should be the goal, but that is not possible for most DBE firms." Witness Dr. Wainwright of NERA Economic Consulting said, "We need greater spillover of the DBE program into the private sector. The DBE program is only affecting the 20% the public sector controls."

Congressman Palmer (R-AL) brought up reports of DBE firms limiting their contract dollars to remain in the DBE program, and espoused term limits for DBE firms. Geri Boyer responded, "It's the fear that overcomes a small business to step out of the program. There needs to be a ladder for graduation."

Clean Economy Jobs and Innovation Act

On September 25th, the House passed its Clean Economy Jobs and Innovation Act, to invest in clean energy and clean energy jobs. The bill will reauthorize the Diesel Emissions Reductions Program, increasing the annual appropriation from \$100 million to \$500 million annually from FY 2021-2025. The bill amends the Energy Independence and Security Act of 2007, which among other provisions, includes a Plug-In Electric Drive Vehicle Program for competitive grants to state and local governments, MPOs, and others. The bill authorized \$90 million per year for FY 2008-2012. This amendment would authorize \$2 billion per year for FY 2021-2025. The amendment would expand the eligibility of qualified electric transportation projects to include:

- Equipment for medium- and heavy-duty vehicles, including at depots and in-route locations;
- Multi-use charging hubs used for multiple forms of transportation;
- Medium- and heavy-duty vehicle smart charging management and refueling; and
- Battery recycling and secondary use, including for medium- and heavy-duty vehicles.



REGIONAL TRANSPORTATION COMMISSION

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October 16, 2020

AGENDA ITEM 4.3

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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October 16, 2020

AGENDA ITEM 5

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

October 16, 2020

AGENDA ITEM 6

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.