



LOCATION:

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

DATE March 15, 2019
TIME 9:00 a.m.

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

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

II. 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. The RTC Chairman may permit public input to be taken at the time a specific agenda item is discussed. Individuals providing public input will be limited to three minutes. Individuals acting as a spokesperson for a group may request additional time. Individuals will be expected to provide public input in a professional and constructive manner. Attempts to present public input in a disruptive manner will not be allowed. Remarks will be addressed to the Board as a whole and not to individual commissioners.

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.

****ROLL CALL****

PLEDGE OF ALLEGIANCE TO THE FLAG

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

2. PUBLIC INPUT

- 2.1 Public Input - *please read paragraph II near the top of this page*
- 2.2 Accept the monthly Summary Report for the Technical, Citizens Multimodal and Regional Road Impact Fee Advisory Committees *(For Possible Action)*

3. CONSENT ITEMS

Minutes

- 3.1 Approve the minutes of the February 15, 2019, meeting *(For Possible Action)*

Engineering

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

Public Transportation/Operations

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

Planning

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

Administration

- 3.5 Acknowledge receipt of the monthly Procurement Activity Report *(For Possible Action)*
- 3.6 Approve modification of RTC Management Policy P-27 Code of Ethical Standards *(For Possible Action)*

Procurement and Contracts

- 3.7 Approve an amendment with Loomis Armored US, LLC to extend the term of option year two of their current agreement to June 30, 2019. The amendment adds approximately \$30,000 for a new not-to-exceed amount of \$143,000; authorize the RTC Executive Director to execute the amendment *(For Possible Action)*
- 3.8 Authorize the RTC Executive Director to exercise Option Year One under the contract with Universal Protection Service, LP, dba Allied Universal Security Services (Allied Universal) for security services, and approve an amendment that increases the compensation under the contract for Option Year One to \$789,452, and the compensation for Option year two to \$812,371 *(For Possible Action)*
- 3.9 Approve a Master Services Agreement with CA Group, Inc. to provide engineering design and construction management services for the Bus Stop Improvement and Connectivity Program (Bus Stop ICP) for up to three years; approve Task Order #1 for the 2019 construction season in an amount not-to-exceed \$441,705; authorize the RTC Executive Director to execute the agreement and task order *(For Possible Action)*
- 3.10 Authorize the procurement for the selection of Engineering Professional Services for the Design of the Center Street Cycle Track and Sierra Street Bicycle Lane Project *(For Possible Action)*
- 3.11 Approve an agreement with ViriCiti in an amount not to exceed \$86,305 for a technology package to provide real-time status monitoring of electric buses and charging stations; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*
- 3.12 Approve a Professional Services Agreement (PSA) with Kimley-Horn in an amount not to exceed \$200,000.00 for consulting services on the University Area Multimodal Transportation Study; authorize the RTC Executive Director to execute the agreement *(For Possible Action)*
- 3.13 Authorize the procurement for the selection of Engineering Professional Services for the Eagle Canyon Extension Alignment Alternatives and Planning and Environmental Linkages (PEL) Study *(For Possible Action)*
- 3.14 Approve the agreement with Keolis Transit Services, LLC for four years plus two, three-year options, in an amount not-to-exceed \$ 241,980,310, for the operation and maintenance of RTC RIDE Fixed-Route Service; and authorize the RTC Executive Director to execute the agreement *(For Possible Action)*

Inter-Agency Agreements

- 3.15 Approve an Interlocal Cooperative Agreement (ICA) between the RTC and the City of Reno in an amount not to exceed \$120,000 for Midtown Bike Racks and Benches (Virginia Street Bus Rapid Transit Project); authorize the RTC Executive Director to execute the agreement *(For Possible Action)*

~END OF CONSENT AGENDA~

4. PUBLIC HEARINGS

- 4.1 **Public hearing - no earlier than 9:10 a.m. Time Certain:**
Discussion and recommendation to Approve the resolution adopting Amendment No. 2 to the FFY 2018-2022 Regional Transportation Improvement Program (RTIP) and the Self Certification for the metropolitan transportation planning process.
 - 1. Staff presentation
 - 2. Public input
 - 3. Recommendation to approve the resolution adopting Amendment No. 2 to the FFY 2018-2022 Regional Transportation Improvement Program (RTIP) and the Self Certification for the metropolitan transportation planning process *(For Possible Action)*

5. DIRECTOR REPORTS

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

6. ENGINEERING

- 6.1 Acknowledge receipt of the Virginia Street Bus Rapid Transit (BRT) Extension monthly progress report (*For Possible Action*)
- 6.2 Acknowledge receipt of the Bus Stop Improvement and Connectivity Program (Bus Stop ICP) progress report (*For Possible Action*)
- 6.3 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a permanent easement and a temporary construction easement on APN 011-133-04 from 7-Eleven, Inc. (formerly the Southland Corporation), necessary to construct the California & Keystone Interchange Enhancements Project (*For Possible Action*)
- 6.4 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a permanent easement and a temporary construction easement on APN 014-063-01 from Romero et al, necessary to construct the Virginia Street Bus Rapid Transit Extension Project (*For Possible Action*)
- 6.5 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire the full fee acquisition of the parcel known as APN 014-063-08 from Romero et al, necessary to construct the Virginia Street Bus Rapid Transit Extension Project (*For Possible Action*)

7. LEGAL MATTERS: (*For Possible Action*)

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

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

9. MEMBER ITEMS

10. ADJOURNMENT(*For Possible Action*)



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

March 15, 2019

AGENDA ITEM 2.1

TO: Regional Transportation Commission

FROM:



Lee G. Gibson, 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.

LGG/dt



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

March 15, 2019

AGENDA ITEM 2.2

TO: Regional Transportation Commission

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



Lee G. Gibson, AICP
Executive Director

David F. Jickling
Director of Public Transportation

Brian Stewart, P.E.
Engineering Director

SUBJECT: March 2019 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 March 6, 2019, and recommended approval of Amendment No. 2 to the Regional Transportation Improvement Program (RTIP). The CMAC also received reports on the proposed Microtransit Pilot Project as well as an update to the Regional Bikeshare Pilot Program. In addition, the CMAC received a request for a call for projects for FY 2020 – FY 2021 Unified Planning Work Program (UPWP).

Technical Advisory Committee (TAC)

The TAC met on March 6, 2019, and recommended approval of Amendment No. 2 to the RTIP. The TAC also received reports on the proposed Microtransit Pilot Project as well as an update to the Regional Bikeshare Pilot Program. In addition, the TAC received a request for a call for projects for FY 2020 – FY 2021 UPWP.

Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

The RRIF TAC met on February 28, 2019, to continue review of the 6th Edition Capital Improvement Plan (CIP). The RRIF TAC recommended additional analysis relating to data used in developing the Vehicle Miles Traveled (VMT) growth for the North and South Service Area. RTC staff will put together a small working group with members of the RRIF TAC and TMRPA staff to review further and report back to the RRIF TAC.

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:00 A.M.

February 15, 2019

PRESENT:

**Bob Lucey, Washoe County Commissioner, Chairman
Neoma Jardon, Reno City Council Member, Vice Chair
Vaughn Hartung, Washoe County Commissioner
Kristopher Dahir, Sparks City Council Member**

**Amy Cummings, RTC Deputy Executive Director
Dale Ferguson, Legal Counsel
Kristina Swallow, Director of NDOT**

NOT PRESENT:

**Oscar Delgado, Reno City Council Member
Ron Smith, Mayor, City of Sparks
Lee G. Gibson, RTC Executive Director**

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

RECOGNITION OF THE 2018 NEW YEAR'S EVE FREE SAFE RIDE SPONSORS

Michael Moreno, RTC Public Affairs Manager, presented certificates and spoke in recognition of the numerous supporters and sponsors of the 2018 New Year's Eve Safe RIDE program. (The list of sponsors may be obtained by contacting dthompson@rtcwashoe.com)

Mr. Tom Peterson from KOLO 8 News then spoke about the Safe RIDE program and how KOLO will also be participating in the Vision Zero program which seeks to eliminate all traffic fatalities and severe injuries nationwide, along with partnering in the RTC's new "Don't Kill a Dream" campaign.

Mr. Doug McDonald from RSCVA thanked the RTC for allowing them to be a part of this program.

Upon conclusion, the RTC Commissioners spoke words of gratitude.

Item 1 APPROVAL OF AGENDA

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

Item 2.1 PUBLIC INPUT

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

Mr. Carlos Elizondo, local resident, addressed the Board to let them know about the homeless people drinking while using the restrooms at 4th Street Station and falling asleep in the stalls.

Mr. Jeff Church, local resident, addressed the Board to speak against an increase in vehicle registration tax; suggested that the RTC look into a trolley system; and lastly, Mr. Church spoke about the City of Reno's new Business Improvement District (BID) being run by a 501c(6) advocacy group, not a charitable organization. He wanted to know if the RTC pays an assessment on the 4th Street Station property. Mr. Church believes this is an added tax for extra police officers that was not voted on, and people who live outside of the "district," such as Neil Road or South Reno, are being deprived of equal protection.

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

Item 2.2 ADVISORY COMMITTEES SUMMARY REPORT

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

Items 3.1 thru 3.8 CONSENT ITEMS

Minutes

3.1 Approve the minutes of the January 18, 2019, meeting (*For Possible Action*)

Engineering

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

Public Transportation/Operations

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

Planning

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

Administration

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

Procurement and Contracts

- 3.6 Approve Amendment No. 1 in the amount of \$45,000 to the existing Professional Services Agreement (PSA) between the RTC and Headway (formerly Traffic Works) for additional preliminary design services related to Package 1 of the TE Spot 8 Intersection Improvement Project; authorize the Executive Director to execute the amendment (*For Possible Action*)
- 3.7 Authorize the procurement of Qualified Lists of consultants to provide civil engineering, design and construction management services for the Streets and Highways Program (*For Possible Action*)

Inter-Agency Agreements

- 3.8 Approve the Interlocal Cooperative Agreement (ICA) with the Nevada Department of Transportation (NDOT) for shared use of fiber optic communication infrastructure; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)

On motion of Commissioner Dahir, seconded by Commissioner Hartung, which motion carried unanimously, Chairman Lucey ordered that Consent Items 3.1 through 3.8 be approved.

Items 4.1 thru 4.3 DIRECTOR REPORTS

Item 4.1 RTC Executive Director Report

RTC Deputy Executive Director Amy Cummings welcomed the new NDOT Director Kristina Swallow then spoke on the following topics (upcoming at the time of this meeting):

1. Congratulations to Jeff Wilbrecht and his family on the birth of their son who was born February 7th. Jay Lucas Wilbrecht was born at 4am weighing 7 lbs. 15 ounces and measuring 21.5 inches in length.
2. The 2019 80th Nevada Legislature began on February 4th. She then named a few activities taking place in the coming weeks:
 - On February 21st, we would give an RTC Overview presentation to the joint committees of the Nevada State Senate and Assembly Growth & Infrastructure committee, formerly known as the Transportation Committee.
 - On February 22nd, the RTC participated in Senior Day at the Legislature showcasing our travel training outreach and our Regional Connector electric bus on the legislative mall.
 - On February 27th, there was an evening reception to interact with industry experts, legislators and transportation leaders in Nevada at Bella Fee-Your-eee in Carson City from 5 pm to 7pm. This reception preceded Infrastructure Technology Day at the Nevada Legislature on February 28th.
 - Infrastructure Technology Day brought together Nevada transportation and technology leaders to inform legislators of the state of transportation in Nevada,

highlighting emerging and innovative transportation technologies. The RTC had the Lincoln Line bus on display on the legislative mall with the interactive tech & innovation displays.

- Also on the 28th, the RTC gave a presentation on new technologies underway at RTC to the joint committees of Growth & Infrastructure.
- 3. On March 1st, the RTC co-sponsored a public meeting with the Reno-Tahoe Airport Authority on the Nevada Transportation Disparity Study. This study is part of the Federal Disadvantaged Business Enterprise (DBE) Program which examined the participation of minority- and women-owned businesses for public contracts.
- 4. Newly printed 2040 Regional Transportation Plan booklet were placed at the dais for the commissioners.

Item 4.2 RTC Federal Report

RTC Deputy Executive Director Amy Cummings said that a written update is available in the staff report materials for this item. She then highlighted that the federal government had reopened and the FTA was very expeditious in providing reimbursements for RTC projects that had been submitted during the shutdown.

Item 4.3 NDOT Director Report

Ms. Kristina Swallow, NDOT Director, addressed the Board and because this was her first RTC meeting, she provided background information on herself, including appointments, previous employers, committees she sits on or did previously.

She mentioned that there is a wrong-way pilot system being implemented to help save lives going forward; that NDOT and the RTCs would be jointly presenting at the legislature on February 21st; and that she would be traveling to Washington DC to advocate for some of the NDOT priorities, including a long-term, funded transportation bill, amongst other things.

Chairman Lucey again welcomed Director Swallow and mentioned that the Spaghetti Bowl is one of the highest priority projects and he looks forward to working with her.

Commissioner Dahir also welcomed the director and offered any help needed from the City of Sparks regarding the Vista project. He added that he would like to see Storey County care more about the project because it is many of the employees working in their county that have increased traffic.

Commissioner Hartung welcomed the director and said that Pyramid Highway will be a topic of conversation and US 395 North as well.

Vice Chair Jardon welcomed the director and said she had heard nothing but good things about her. She was encouraged that the director has been meeting with RTC staff as they know more than just about anyone what the challenges are.

Items 5.1 thru 5.2 PUBLIC TRANSPORTATION AND OPERATIONS

5.1 Acknowledge receipt of a report on the proposed Microtransit Pilot Project (For Possible Action)

Mr. Mark Maloney, RTC Transit Operations Manager, gave a presentation on the proposed Microtransit Pilot Project, the way it will work and the area in which the pilot project will occur.

Microtransit works similarly to Uber or Lyft where an app is used on a phone, a tablet, or a website may be used, or even a phone call made to the reservations staff. Additionally, riders can walk up to one of the vehicles and request a ride. The service is being provided by RTC's existing paratransit provider staff (First Transit). The difference from Uber and Lyft is that it will be available only in a specific zone and the fare will be the same price as the fixed route (RIDE) fare. The service will also be curb-to-curb and paratransit passengers may even migrate to the new service as it costs less and it is a same day reservation instead of requesting a pick-up 24-hours in advance as ACCESS currently operates.

Commissioner Dahir said there is a concern as to whether this will interrupting existing ADA paratransit service by taking away the fixed route in the zone.

Mr. Maloney responded that during the six-month pilot, the ADA paratransit service will actually be enhanced and expanded. He then showed maps explaining how that will work. After six months, if the pilot does not go well, routes 25 and 26 in the zone area will be reinstated.

Commissioner Hartung said he had received calls from Route 25 passengers that are concerned with what happens when it goes away.

Mr. Maloney said a survey had been done with all passengers on the route and then explained the benefits of the service. One big benefit is that in a worst case scenario, a Microtransit vehicle will pick up both paratransit and fixed route passengers within approximately 13 minutes of their request and then drop them at their specific destination if it is within the zone. If not, passengers may also be dropped off at Centennial Plaza to make a connecting route to their final destination.

Commissioner Hartung said he is hoping that at some point, there will be a similar service going out to the Spanish Springs area.

Commissioner Dahir invited Mr. Maloney to the Sparks City Council meeting to present the service and get the word out.

Vice Chair Jardon asked if existing RIDE passes could be used for this service and Mr. Maloney confirmed that they can.

Mr. Maloney continued with his presentation and upon conclusion, said that pending feedback today, the item would be brought back in March for a service change public hearing.

On motion of Vice Chair Jardon, seconded by Commissioner Dahir, which motion carried unanimously, Chairman Lucey ordered that receipt of the report be acknowledged.

(Presentation available by contacting dthompson@rtcwashoe.com)

5.2 Approve a recommendation to award a contract to Keolis Transit Services, LLC for four years plus two, three-year options, for the operation and maintenance of RTC RIDE Fixed-Route Service; and authorize the Executive Director to finalize a contract for approval by the Commission (*For Possible Action*)

RTC Deputy E.D. Amy Cummings said that after discussing the criteria for this procurement with the Board over the past year, staff followed the process in the RFP and have brought a recommendation to award to Keolis Transit Services. A contract will then be brought for approval at a future meeting. She introduced Mark Maloney and Jennifer Meyers.

Mr. Mark Maloney, RTC Transit Operations Manager, and Jennifer Meyers, RTC Contract Administrator, addressed the Board and gave a presentation on the recommendation to award as the existing contract expires June 30, 2019. Every option available in the current contract has been exercised, so a new Request for Proposals (RFP) had to go out. He then went over the various areas of focus to provide better service and retention of coach operators.

Mr. Maloney continued with his presentation, discussing the various proposers and the evaluation criteria that was used, stressing that price was only 10% of the overall scoring. There was a strong unanimous vote that Keolis had come out ahead in every area and also came within 5% of the Independent Cost Estimate (ICE). He added that the other proposals were also very strong.

Some of the highlights of Keolis were that they came through very strong on recruiting and retention of workforce that included innovative ideas, communication options, incentive programs, etc.

Chairman Lucey opened the meeting to public input and called on anyone wishing to speak on this item.

Ms. Sandi Hill, representing Keolis Transit Services, LLC, addressed the Board to thank them on behalf of the organization for this opportunity. She then introduced Mr. Abul Hassan who will be the general manager in Reno.

Mr. Hassan addressed the Board to say he is glad to be in Reno and excited for this opportunity.

With no one else wishing to speak, Chairman Lucey then closed the public comment for this agenda item.

Commissioner Hartung said his biggest concern is employee retention and keeping an on-time schedule; not early and not too late. He then asked how soon a customer survey will be done.

Mr. Maloney responded that an on-board survey is planned for this year, pending budget approval. Additionally, Keolis has a Secret Rider program to keep an eye on things internally.

Commissioner Hartung said he would like to see some sort of app in the future to obtain live survey information.

Commissioner Dahir asked if it is a 10-year contract and if so, what is in place to hold Keolis accountable. Will there be a six-month evaluation or something similar.

Chairman Lucey interrupted to make it clear to Commissioner Dahir that it is actually a four-year base contract with two three-year options for extension.

This satisfied Commissioner Dahir's concerns.

Mr. Maloney said there is also an "out clause" included in the agreement along with strong liquidated damages and incentives.

Commissioner Dahir asked how staff will be transferred over and what happens if there aren't enough existing staff to fill all positions.

Mr. Maloney responded that Keolis' Las Vegas facility is currently overstaffed, which is rare, but they could fill in if needed. The hope is that all existing staff will want to move over and local recruiting will be utilized as well.

Vice Chair Jardon is excited about the incentives Keolis offers to retain drivers and believes it will be helpful. She would also like to have a one-year review with staff to see how it's going.

Chairman Lucey is encouraged that Keolis has been willing to immediately have conversations where needed as it seems there has been a disconnect between the current service provider and the workforce. However, he agrees with Vice Chair Jardon that a review should occur in a year or so.

On motion of Commissioner Hartung, seconded by Vice Chair Jardon, which motion carried unanimously, Chairman Lucey ordered that the recommendation to award to Keolis Transit Services, LLC for four years plus two, three-year options, for the operation and maintenance of RTC RIDE Fixed-Route Service be approved and the RTC Executive Director be authorized to finalize a contract for approval by the Commission.

(Presentation available by contacting dthompson@rtcwashoe.com)

Items 6.1 thru 6.3 ENGINEERING

6.1 Acknowledge receipt of the Virginia Street Bus Rapid Transit (BRT) Extension monthly progress report (*For Possible Action*)

Mr. Brian Stewart, RTC Engineering Director, provided a presentation update on the project, saying that the utility portion of the project is almost complete; however, the weather has caused some delay. He added that this was planned for, so should not cause a delay in the construction portion of the project. 100% design of the project has been received and is currently being reviewed by the RTC and the City of Reno. Mr. Stewart also mentioned that a public event was held at Jelly Donut in January and a Fit in February is planned as well.

Next, Mr. Stewart reviewed two stations being considered for customization as requested by the business owners and the City of Reno. They are interested in not only customizing those two stations, but also benches and bicycle racks. Upon conclusion of his presentation he offered to answer any questions.

Chairman Lucey thanked staff for continuing the discussions with the City of Reno and business owners on this project, adding that it's important to consider the history of the area and reflect it in the design.

Vice Chair Jardon thanked staff for taking these requests into consideration. She would like to see a bit of color interjected in the stations, such as the station by the Children's Museum where there is a colored stack of rocks. It simply makes it more interesting.

Commissioner Hartung asked if the procurement of the CMAR contractor has been finalized.

Mr. Stewart responded that it has not been completed. The current contract in place is for pre-construction services of which the contractor shows the RTC how they will construct the project and by participating in this part of the project they will know exactly what is happening with it. The hope is to bring a contract back in May for approval once negotiations are completed.

Vice Chair Jardon asked if there is a plan to continue highlighting the businesses during the construction portion of the project.

Mr. Stewart then introduced Mr. Michael Moreno, RTC Public Affairs Manager.

Mr. Moreno said the RTC will continue the promotion of Midtown businesses during the "lull" between the utility work ending and construction beginning, and there will be another splash of events once construction is occurring. Promotions will go out on social media and the local news stations.

Commissioner Dahir said he has been very pleased with the traffic controls and parking during the utility portion of the project so he would like the RTC to make sure that parking continues to be readily available during construction and after the project is complete.

Chairman Lucey said he has enjoyed the one-way traffic during utility work but realizes that it cannot continue once the project is complete because it would take a complete redesign and plan, a new NEPA process, new funding grant applications, etc., and would delay the project for years.

He then stressed that this project is very important for connecting the southern part of Reno with the northern part of Reno and how we can move people through the area more efficiently.

On motion of Commissioner Hartung, seconded by Vice Chair Jardon, which motion carried unanimously, Chairman Lucey ordered that receipt of the report be acknowledged.

(Presentation available by contacting dthompson@rtcwashoe.com)

6.2 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a temporary construction easement on APN 014-063-07, and a permanent easement and a temporary construction easement on APN 014-063-11 from John Iliescu, Jr. and Sonnia Iliescu, as Trustees of the John Iliescu, Jr. and Sonnia Iliescu 1992 Family Trust Agreement dated January 24, 1992, necessary to construct the Virginia Street Bus Rapid Transit Extension Project (*For Possible Action*)

Mr. Dale Ferguson, RTC Chief Legal Counsel, explained that the request for this approval of the resolution of condemnation is to obtain permanent and temporary easements for construction of the project.

Mr. Brian Stewart, RTC Engineering Director, explained the exact details for the need of these easements, adding that negotiations will continue as long as possible with the hope of resolution and without the need for eminent domain. Approval of this request is so in the event that no resolution can be agreed upon, condemnation may proceed without delaying the project.

Chairman Lucey opened the meeting to public input and called on anyone wishing to speak on this item.

Mr. and Mrs. Iliescu, subject property owners and long-time residents, addressed the Board to say that they are not interested in the money being offered by the RTC; however, they are very concerned about permanently losing Virginia Street access to one of their parcels because then the only entry access would be from the alley.

With no one else wishing to speak, Chairman Lucey then closed the public comment for this agenda item.

Chairman Lucey then asked if the entryway that Mr. Iliescu is referring to is a temporary construction easement.

Mr. Ferguson responded that the area in question will be permanently blocked as per the design of the project.

Mr. Stewart added that the reason for blocking that particular access is for safety purposes due to the round-about being installed.

Chairman Lucey said for the record that this is not a condemnation proceeding at this point, this is an allowance for RTC staff to continue discussions with the hope of resolution.

On motion of Vice Chair Jardon, seconded by Chairman Lucey, which motion carried unanimously, Chairman Lucey ordered that a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a temporary construction easement on APN 014-063-07, and a permanent easement and a temporary construction easement on APN 014-063-11 from John Iliescu, Jr. and Sonnia Iliescu, as Trustees of the John Iliescu, Jr. and Sonnia Iliescu 1992 Family Trust Agreement dated January 24, 1992, necessary to construct the Virginia Street Bus Rapid Transit Extension Project.

****Commissioner Hartung stepped out of the meeting.**

6.3 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire temporary construction easements on APN 011-231-01, and a permanent easement and a temporary construction easement on APN 011-231-13 from Kathy Walker, fka Kathy Tripp and Kathy Koliastasis, necessary to construct the Virginia Street Bus Rapid Transit Extension Project (For Possible Action)

Mr. Dale Ferguson, RTC Chief Legal Counsel, explained that the request for this approval of the resolution of condemnation is to obtain permanent and temporary easements for construction of the project.

Mr. Brian Stewart, RTC Engineering Director, explained the exact details for the need of these easements, adding that negotiations will continue as long as possible with the hope of resolution without the need for eminent domain. Approval of this request is so in the event that no resolution can be agreed upon, condemnation may proceed without delaying the project.

On motion of Vice Chair Jardon, seconded by Commissioner Dahir, which motion carried unanimously by those present, Chairman Lucey ordered that a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire temporary construction easements on APN 011-231-01, and a permanent easement and a temporary construction easement on APN 011-231-13 from Kathy Walker, fka Kathy Tripp and Kathy Koliastasis, necessary to construct the Virginia Street Bus Rapid Transit Extension Project.

Item 7 LEGAL MATTERS

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

Legal Counsel Dale Ferguson said he had no items for discussion at this time but would like to have a pre-meeting legal briefing on March 15th at 8:00 a.m.

Item 8 PUBLIC INPUT

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

Mr. Ryan McKinny, local resident, addressed the Board to mention his concerns about the Microtransit pilot program with regard to his use of ACCESS. He also wanted to make sure the Microtransit will be ADA compliant.

Chairman Lucey said that if Mr. McKinny had any additional questions, staff would meet with him after the meeting.

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

Item 9 MEMBER ITEMS

Chairman Lucey requested an update on the bus stations for the Virginia Street BRT extension project and for staff to make sure Keolis as our new transit provider is involved with regard to efficiency of transit in that corridor.

Item 10 ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 10:49 a.m.

BOB LUCEY, Chairman
Regional Transportation Commission



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

March 15, 2019

AGENDA ITEM 3.2

TO: Regional Transportation Commission

FROM: Brian Stewart, P.E.
Engineering Director



Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC Engineering Activity Report

RECOMMENDATION

Acknowledge receipt of the monthly Engineering Activity Report.

CAPACITY/CONGESTION RELIEF PROJECTS

ITS Pilot Project, Design of Phase 2 ITS Connectivity

This pilot project will connect 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 began on June 7, 2018, and is now complete. Phase 2B is currently under design with advertisement scheduled for summer 2019.

North Valleys Improvements

Package 3 is currently in final design stages. Package 3 will include installing a traffic signal at the Lemmon Drive/North Virginia Street intersection. Construction of this package is planned for spring 2019.

Package 3B is currently at 90% design. Package 3B includes adding capacity to the right turn lane at North Virginia Street/Business 395. This Project also includes improvements to two bus stop pads located within the Project area, and associated access and drainage improvements. Construction of this package is tentatively scheduled for later summer of 2019.

Regional Road Impact Fees (RRIF) funds and Fuel Tax funds have been allocated as part of the 2019 Program of Projects for this project. RRIF funds have been allocated as part of the 2020 Program of Projects for this project.

Pyramid and McCarran Intersection Improvement

The project is complete. RTC staff and consultants continue to work through final warranty items with the contractor and the City of Sparks. NDOT has provided relief of maintenance to Granite and taken over maintenance responsibilities. RTC is working with NDOT and the City of Sparks to resolve irrigation system issues. Landscape establishment has been extended to July 31, 2019.

Traffic Engineering (TE) Spot 7 Project

The TE Spot 7 project included a new traffic signal at the intersection of Prater Way and Lillard Drive and continues improvements to regional intersections focusing on enhancements to traffic signal operations including replacement of malfunctioning video detection cameras with in-ground loop detectors and battery backup systems to keep traffic signals operating during power outages. The traffic signal at Prater Way and Lillard Drive is complete.

The scope of the TE Spot 7 project also includes:

Remove Pedestrian Scramble

Victorian at 11th & 14th

Battery backup systems

Sparks Blvd. at Springland/O'Callahan

New signal cabinet, detection loops and battery backup system

Prater at Howard (new cabinet and remove split phase)

Prater at Pullman

Prater at Vista

Vista at Whitewood

Virginia at 9th

South Meadows at I-580 southbound off ramp (add cabinet to west intersection)

Mill at Wells (add loops north and south legs)

Replace old video detection system

Pyramid at Golden View

Mt Rose at Wedge

South Meadows at Double R

Longley at Maestro

Longley at Patriot

Virginia at Grove

Install Flashing Yellow Arrow (FYA)

Mill at I580 SB on- ramp westbound to southbound left turn

Mill at I580 NB on- ramp westbound to northbound left turn

The TE Spot 7 project construction is ongoing and the scheduled completion is February 2019.

Traffic Signal Coordination 5 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 2018, 92 intersections were re-timed. For 2019, nine corridors, roughly 230 intersections will have new timing implemented. Timing plans are developed in coordination with RTC/UNR. In the process, re-evaluation of the clearance intervals and pedestrian crossing times are calculated at each intersection to make sure it is up to current standards.

Process for signal retiming

1. Collect traffic & signal data
2. Input timings into model and evaluate existing signal timing & develop new timing.
3. Implement timing in the field
4. Fine-tune timing
5. Conduct before-after studies

Completed Corridors (178 signals as of January 2019)

1. Wells Avenue – (Ryland Street to E. 9th Street)
2. Vista Boulevard – (Eastbound I-80 Off/On Ramps to S. Los Altos Parkway)
3. Sparks Boulevard – (Eastbound I-80 Off/On Ramps to Los Altos Parkway)
4. N. McCarran Boulevard/Clear Acre Lane – (Sutro Street to Sullivan/N. McCarran Boulevard to Scottsdale)
5. Pyramid Highway (Disc Dr. to Lazy 5)
6. Kietzke Ln/Mill Street – (Peckham Lane to Glendale Avenue/Kietzke Lane to Terminal Way)
7. W. McCarran Boulevard/Mae Anne – (Plumb Lane to W. 7th Street/W. McCarran to Sierra Highlands)
8. S. McCarran/Kietzke Lane/Virginia Street
 - a. On McCarran Blvd - Greensboro Drive to Mill Street
 - b. On Virginia St. – Kietzke Ln to S. McCarran Blvd
 - c. On Kietzke Ln. – S. Virginia St. to Sierra Rose Dr.
 - d. On Longley Ln – Peckham Ln to S. McCarran Blvd.
9. Pyramid Way
 - a. I-80 to Sparks Blvd including two intersections of McCarran Boulevard at Rock Boulevard & 4th Street
10. Downtown Reno (45 signals)
11. Keystone Ave (6 Signals) – W. 7th St. to W. 1st St.
12. Damonte Ranch (7 signals) – Zolezzi Ln to Double R Blvd, and Double R Blvd at Double Diamond
13. Rock Blvd (9 signals) – Greg St to Prater Way

Progress as of Mid-February 2019

- Prater Way – Evans Ave to 15th St – New timing under fine-tuning/TSP.
- North Downtown Reno/UNR (8 Signals) – New timing near completion.
- Sun Valley Blvd (6 Signals) – New timing to be implemented/tested Early March.

Traffic Engineering (TE) Spot 8 – Package 1 Project

Currently under design with 90% plans, advertisement for construction in June 2019.

The scope of this project includes:

Flashing Yellow Arrow – East/West

Keystone Avenue at 7th Street
East Lincoln Way at Marina Gateway Drive
Mill Street at Kirman Avenue

Flashing Yellow Arrow – North/South

McCarran Boulevard at Neil Road

Battery Back-Up Systems

Mae Anne Avenue at Coit Plaza
Oddie Boulevard at I-80 Ramps (both sides)
Wells Avenue at I-80 Ramps (both sides)
Wells Avenue at 6th Street

Traffic Signal

Evans Avenue at Enterprise Road

Traffic Engineering (TE) Spot 8 – Package 2 Project

The Professional Services Agreement was awarded to Stantec Consulting Services Inc. on October 1, 2018. The project includes a new traffic signal at the intersection of Red Rock Road and Silver Lake Road and capacity improvements at the North McCarran Boulevard and U.S. 395 Interchange. Ninety percent (90%) design is completed and under review. Final design is underway and construction is anticipated in late summer.

CORRIDOR IMPROVEMENT PROJECTS

4th Street/Prater Way Bus Rapid Transit (BRT) Project (Evans Avenue to Pyramid Way)

Construction is substantially complete. RTC is working on the signal timing after which will start working on the Traffic Signal Prioritization (TSP) for the buses.

Virginia Street RAPID Extension

A detailed monthly progress report will be given on this project for March. Additional information can be viewed at: <http://virginiastreetproject.com/>

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 existing pathway in this segment of the river currently crosses to the north side of the river at the park as it continues eastward. The proposed pathway will be about

2,400 lineal feet in length, continuing below Interstate 580 (I-580) to meet up with the existing pathway located near the Walmart east of I-580. 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. Thirty percent design plans are under review and work continues on the environmental documentation that is required for the project.

Pyramid Highway and US 395 Connection

Signature of the ROD by FHWA was received on December 7, 2018. In accordance with the EIS and the RTC's RTP, the project is anticipated to be designed and constructed in phases over approximately a 20-year period. The current estimated cost of the overall project is \$800 million and will relieve congestion on the Pyramid Highway, McCarran Boulevard and other regional roads and provide connectivity between the North Valleys, Sun Valley and Spanish Springs.

Oddie Boulevard/Wells Avenue Improvement Project (60% Design Phase)

Preliminary design work is underway with a 30% Design plans submitted at the end of February and 60% by September 2019. A bi-monthly coordination meeting with staff from Cities of Reno and Sparks was held last month. A second Public Meeting is underway, tentatively scheduled for the end of this month.

Sun Valley Boulevard Corridor Improvement Project (NEPA and Preliminary Design Phase)

Preliminary design work is underway with a 30% Design scheduled at the end of May 2019 and 60% Design by mid-December 2019. A Public Meeting will be scheduled in the next few weeks.

BICYCLE AND PEDESTRIAN IMPROVEMENTS (2018)

Keystone Avenue at California Avenue

The final design builds upon Alternative F as identified in the Keystone Avenue Corridor Study. Anticipated improvements include the re-alignment of the Keystone and California intersection, lane reconfigurations, pavement section reconstruction, sidewalk, curb and gutter, new PROWAG compliant pedestrian sidewalks and ramps and other incidentals necessary for the final design of this facility. Wood Rogers has developed 100% design plans, which have been reviewed by City of Reno staff. ROW issues have caused some delay and construction is now expected to start after RHS lets out in June.

Mill Street (I-580 to McCarran Boulevard)

This project is to design various complete street improvements along Mill Street from I-580 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. Although this roadway segment has had some existing complete street treatments, more improvements have been identified to conform to the RTC masterplan. 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 have been identified. Preliminary design continues with 50%

plan review completed and 90% plans under development. ROW impacts are minor but numerous and identifying and addressing those issues will be a major focus over the coming months.

PAVEMENT PRESERVATION PROJECTS

2018 Preventive Maintenance (Various Locations)

The 2018 Preventive Maintenance Program has been suspended for the season and work will resume in the spring.

2019 Preventive Maintenance (Various Locations)

Candidates for the 2019 Preventive Maintenance Program are under evaluation and the project will go out to bid in March for a construction start in May.

Clean Water Way

The limits of this project are from East McCarran Boulevard to second gated entrance to the Truckee Meadows Water Reclamation Facility (TMWRF). The Professional Services Agreement was awarded to Eastern Sierra Engineering, P.C. on April 12, 2018. The project includes reconstruction of the existing roadway, correction of any localized drainage deficiencies, and other features necessary for the rehabilitation of Clean Water Way. The project recently advertised for bids and was awarded to Sierra Nevada Construction Inc. (SNC). Work will begin as soon as the environmental conditions are favorable enough to install the improvements.

Reno Consolidated 19-01- Sutro Street, 1st Street, Lake Street, and State Street Project

The Professional Services Agreement was awarded to CA Group, Inc. on October 1, 2018. Ninety percent (90%) design plans are anticipated to be submitted March 11, 2019 for agency review. The project includes rehabilitation/reconstruction of the following street segments: Sutro Street from Commercial Row to 4th Street and from McCarran Boulevard to 1,400' north, 1st Street from Center to Lake, Lake Street Truckee River Bridge, and State Street from Virginia to Sinclair Street. Analyzing the feasibility of installing bike lanes on Sutro Street from 4th Street to Kuenzli Street is underway and geometric modifications at the Sutro/McCarran intersection are being designed to improve alignment and better accommodate the southbound to eastbound left-turn movement.

Reno Consolidated 19-02 – North Hills Boulevard and Hunter Lake Drive Project

The Professional Services Agreement was awarded to Wood Rodgers, Inc. on October 1, 2018. The project includes rehabilitation/reconstruction of the following street segments: North Hills Boulevard from Golden Valley Road to Lemmon Drive (including Buck Drive intersection) and the intersection of Hunter Lake Drive at Foster Drive. Fifty percent (50%) plans were submitted to City of Reno on January 30, 2019.

Reno Consolidated 19-03 – Sierra Highlands Drive, Colbert Drive, Hammill Lane, Ralston Street, and Ohm Place Project

The Professional Services Agreement for design and engineering during construction was awarded to Eastern Sierra Engineering (ESE). The project includes rehabilitation/reconstruction of the following street segments: Sierra Highlands Drive from the NDOT right-of-way on McCarran Boulevard to Idlebury Way; Colbert Drive from Longley Lane to 300 feet northwest of Longley Lane; Hammill Lane from Kietzke Lane to the eastern terminus; Ralston Street from University Terrace to Eleventh Street; and Ohm Place from Mill Street to 500 feet south. ESE is in the preliminary design stages of the project. Construction is anticipated to start the middle of July.

Sparks Consolidated 19-01 – 15th Street, Franklin Way, Hulda Court, and El Rancho Sidewalk Project

The Professional Services Agreement was awarded to CFA, Inc. on October 1, 2018. Ninety percent (90%) design plans are anticipated to be submitted for agency review on February 22, 2019. The project includes rehabilitation/reconstruction of the following street segments: 15th Street from C Street to Prater Way, Franklin Way from the Rail Road crossing to East Greg Street, Hulda Court, and sidewalk improvements on El Rancho Drive from G Street to Oddie Boulevard.

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
Virginia Street BRT Extension	Sova-Pak LLC	\$4,176.00	\$0
Virginia Street BRT Extension	Dawn M. Kearns	\$6,746.00	\$0
Virginia Street BRT Extension	940 South Virginia Street Trust	\$6,956.00	\$0
Virginia Street BRT Extension	Sukhwant Singh	\$4,243.00	\$0
Virginia Street BRT Extension	JRK Investments LLC	\$2,385.00	\$0
Virginia Street BRT Extension	Marilyn Cook Trust	\$1,000.00	\$0
Virginia Street BRT Extension	David Seoane LLC	\$1,000.00	\$0
Virginia Street BRT Extension	David Paul Seoane	\$1,409.00	\$0
Virginia Street BRT Extension	Gurmit Kaur	\$1,127.00	\$0
Virginia Street BRT Extension	1015ALB, LLC	\$9,842.00	\$0
Virginia Street BRT Extension	Valley Bank of Nevada	\$1,000.00	\$0
Virginia Street BRT Extension	Olsen Investments, LLC	\$5,095.00	\$0

Project	Property Owner	Purchase Amount	Amount Over Appraisal
Virginia Street BRT Extension	1820 Cheney, LLC	\$1,000.00	\$0
Virginia Street BRT Extension	Craft, LLC	\$1,000.00	\$0
Virginia Street BRT Extension	Gorelick 401K Plan	\$1,776.00	\$0
Virginia Street BRT Extension	MediFarm I Real Estate, LLC	\$6,270.00	\$0

CONTRACTS UNDER \$50,000

Contract with Quality Demolition Company in the amount of \$6,850 for demolition services for a surplus property located at 3801 Rewana Way.

ENGINEERING ON-CALL WORK ASSIGNMENTS

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

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachments

On Call Consultant Summary

Engineering, Construction Management & Quality Assurance			
BOARD APPROVAL DATE	FIRM	PROJECT NAME	AMOUNT
No work has been assigned this period			

Independent Cost Estimating (ICE)			
BOARD APPROVAL DATE	FIRM	PROJECT NAME	AMOUNT
No work has been assigned this period			

Traffic Engineering			
BOARD APPROVAL DATE	FIRM	PROJECT NAME	AMOUNT
No work has been assigned this period			

Engineering Services - Categories
List is valid through June 30, 2019

Engineering, Construction Management & Quality Assurance	Independent Cost Estimating (ICE)
Atkins North America, Inc. CA Group, Inc. CFA, Inc. CH2M Hill, Inc. Eastern Sierra Engineering HDR Engineering, Inc. Jacobs Engineering Group, Inc. Louis Berger Group, Inc. Lumos & Associates, Inc. Nichols Consulting Engineers Parsons Transportation Poggemeyer Design Group, Inc. Stantec Consulting Services Inc. Wood Rodgers, Inc.	CA Group CH2M Hill HDR Engineering, Inc. Stanley Consultants Inc.

Traffic Engineering Services - Categories
List valid through September 28, 2018

Traffic Engineering	I.T.S.	Traffic Surveys & Data
Aecom	Aecom	CA Group
CA Group	Atkins	HDR Engineering, Inc.
Cardno	HDR Engineering, Inc.	Jacobs
CH2M Hill	Iteris	LSC Transportation Consultants, Inc.
HDR Engineering, Inc.	Jacobs	Parsons Brinkerhoff
Iteris	Kimley-Horn & Associates	Solaegui
Jacobs	Parsons Brinkerhoff	STE Sierra Transportation Engineers, Inc.
Kimley-Horn & Associates	Stantec	TRA Traffic Research and Analysis, Inc.
Parsons Brinkerhoff	Traffic Works	Traffic Works
SHG Slater Hanafin Group		
Solaegui Engineers, LTD		
Stantec		
Traffic Works		



REGIONAL TRANSPORTATION COMMISSION

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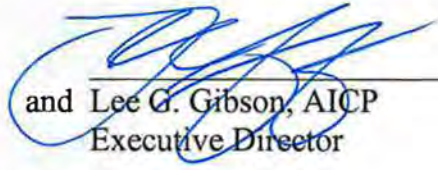
Metropolitan Planning Organization of Washoe County, Nevada

March 15, 2019

AGENDA ITEM 3.3

TO: Regional Transportation Commission

FROM: David F. Jickling
Director of Public Transportation Operations and Lee G. Gibson, AICP
Executive Director



SUBJECT: RTC Public Transportation and Operations Report

RECOMMENDATION

Acknowledge receipt of the monthly Public Transportation and Operations Report.

HIGHLIGHTS

SENIOR DAY AT THE NEVADA LEGISLATURE -

RTC staff attended Senior Day at the Nevada State Legislature on Friday, February 22, 2019, along with a bus load of seniors transported free on a Regional Connector electric bus. On the way to the event, staff provided information to twenty-two seniors about transit options specifically for their needs. Staff also provided



participants with a mini-travel training workshop. The event was hosted by AARP Nevada, Reno Senior Citizens Advisory Committee, Washoe County Senior Services Advisory Board and the Washoe County Senior Coalition.



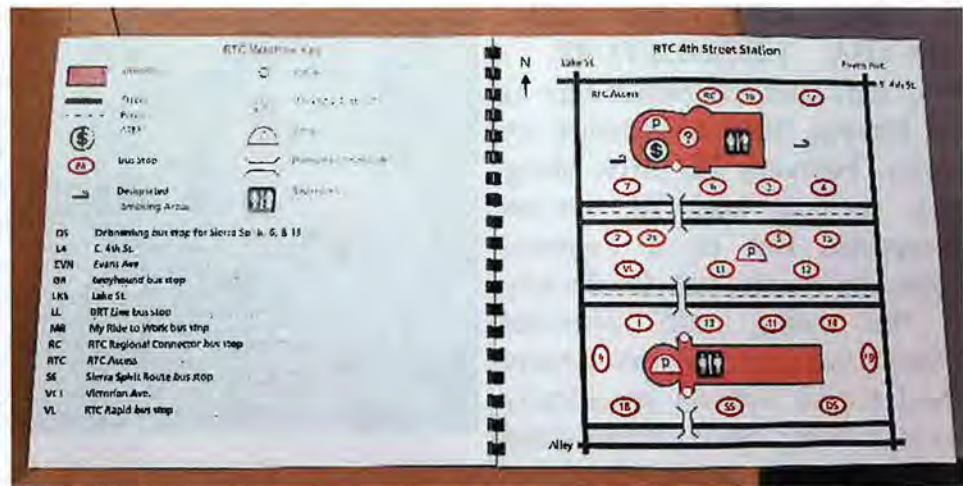
Seniors make up approximately 14% of Nevada’s population and are expected to increase dramatically as Nevada is among the top in the nation for senior population growth. Accessible transportation is a key issue for many Northern Nevada seniors and the majority of older adult’s state they want to age in place in their current

home. This requires access to transportation in order to obtain health care, groceries, and social activities. During this event senior citizens were given the opportunity to have their voices heard and were able to discuss important issues directly with lawmakers. Senator Julia Ratti (Sparks, District 13), Senator Nicole J. Cannizzaro (Las Vegas, District 6), Assembly Member Teresa Benitez-Thompson (Majority floor Leader and District 27), Assembly Member Sarah Peters (Reno, District 24), Assembly Member Michael C. Sprinkle (District 30), Assembly Member Lisa Krasner (Reno, District 26) and Assembly Member Britney Miller (District 5) were among the legislators who took time to talk about priorities for older Americans.



BRAILLE AND LARGE PRINT MAPS NOW AVAILABLE

– At the request of the visually impaired community, the RTC worked with Lighthouse to produce tactile maps for 4th Street Station, Centennial Plaza, and the Meadowood Mall transfer center. The maps use braille and large print to identify transit center layouts and bus stop locations by crisp, raised lines that can be easily followed with the fingertips.



The maps will assist our visually impaired passengers to navigate the transit centers more independently. Maps are available at 4th Street Station and Centennial Plaza Customer Service. RTC also posted notices on its social media and informed the National Federation of the Blind local chapter.



RTC STAFF TOURS UNR INTELLIGENT MOBILITY LABS –

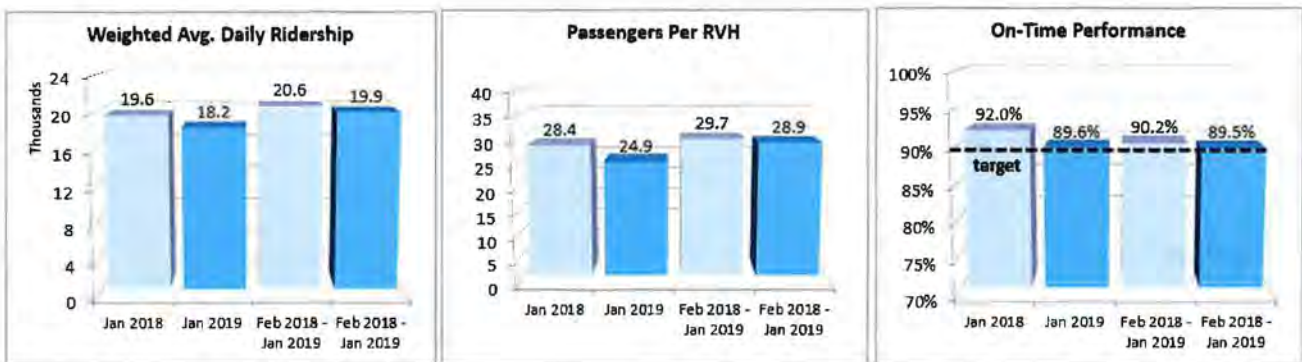
On February 8, staff toured the University of Nevada’s (UNR) Center for Applied Research Intelligent Mobility Initiative Lab. This program builds on the expertise of a multidisciplinary group of University researchers in advanced autonomous systems, computer science and information technology, synchronized transportation, robotics, geography, social psychology and judicial studies.

RTC and UNR first partnered in 2017 in a project in which an electric Proterra bus

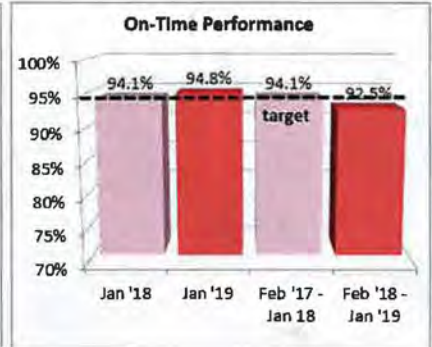
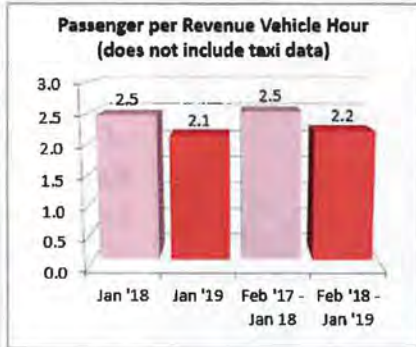
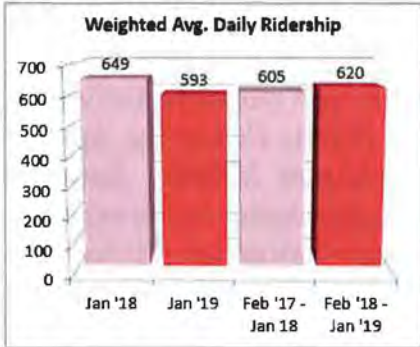
was fully instrumented with a number of systems to sense, gather and integrate a range of data from the bus and vehicle to infrastructure communications. Data collection has been ongoing for two years and has provided a rich data source from which to build a proposed expansion of these technologies in the form of an Automated Driving Systems (ADS) grant application to the USDOT. The proposal will entail a physical demonstration using a Proterra bus outfitted with a proven automated driving system provided by EasyMile, a world-wide leader in automated driving systems.

JANUARY 2019 TRANSIT PERFORMANCE

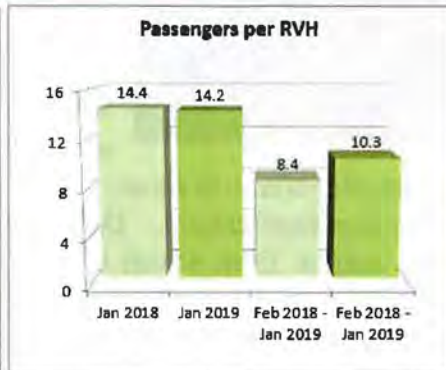
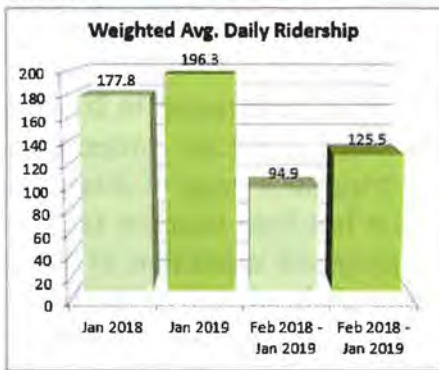
RTC RIDE



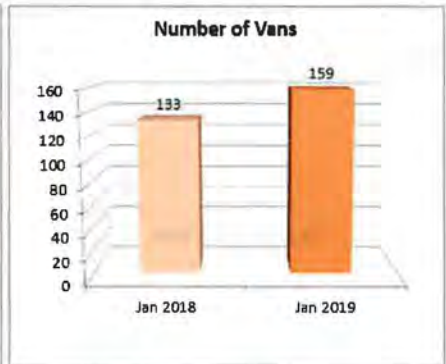
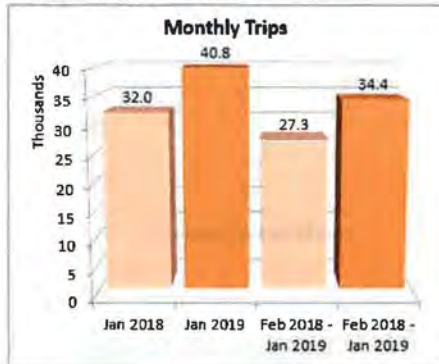
RTC ACCESS



TART



RTC VANPOOL



Attachments

RTC Transit Performance Statistics¹

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Jan 2019	Percent Change	Jan 2018	Feb 2018 - Jan 2019	Percent Change	Feb 2018 - Jan 2019
Monthly Ridership	560,435	-7.1%	603,435	7,198,946	-3.5%	7,460,457
Weighted Avg. Daily Ridership	18,164	-7.2%	19,568	19,903	-3.2%	20,562
Revenue Vehicle Hours (RVH)	22,517	5.9%	21,261	248,738	-1.1%	251,569
Passengers Per RVH	24.9	-12.3%	28.4	28.9	-2.4%	29.7
Revenue Vehicle Miles (RVM)	245,299	1.3%	242,249	2,803,854	-1.9%	2,859,236
Complaints Per 25,000 Trips	2.68	-28.2%	3.73	4.62	29.3%	3.57
Accidents per 100,000 Miles	6.11	111.6%	2.89	4.28	37.5%	3.11
On-Time Performance ²	89.6%	-2.5%	92.0%	89.5%	-0.8%	90.2%

Performance Indicator	Dec 2018	Percent Change	Dec 2017	Jan 2018 - Dec 2018	Percent Change	Jan 2018 - Dec 2018
Revenue*	\$393,928	-5.6%	\$417,346	\$5,396,588	-2.9%	\$5,558,279
Farebox Recovery Ratio*	17.1%	17.8%	14.5%	21.2%	1.9%	20.8%
Subsidy per Passenger*	\$3.59	-11.9%	\$4.07	\$2.76	-2.5%	\$2.84

¹ RTC Transit includes RTC RIDE, RTC RAPID, RTC INTERCITY and SIERRA SPIRIT

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

* - latest data

RTC ACCESS Performance Statistics

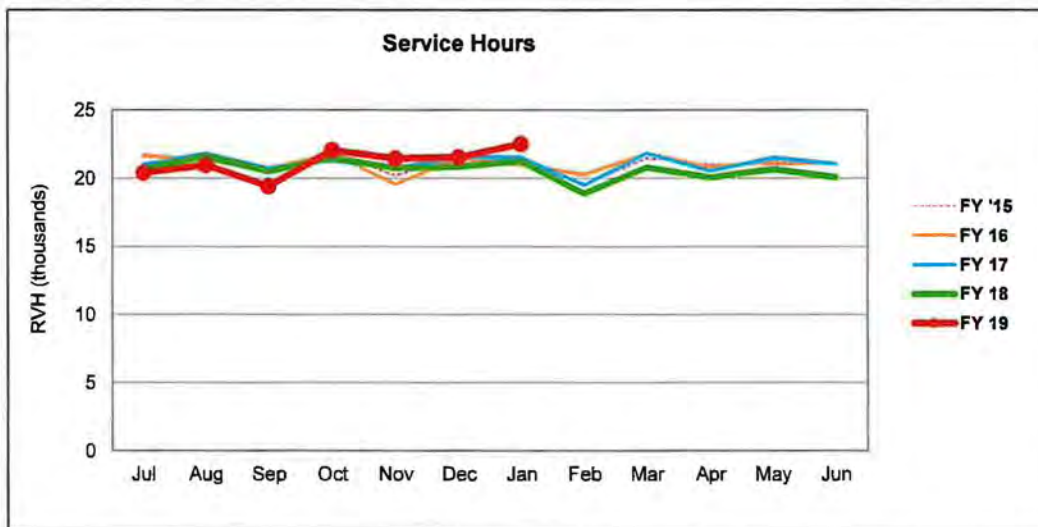
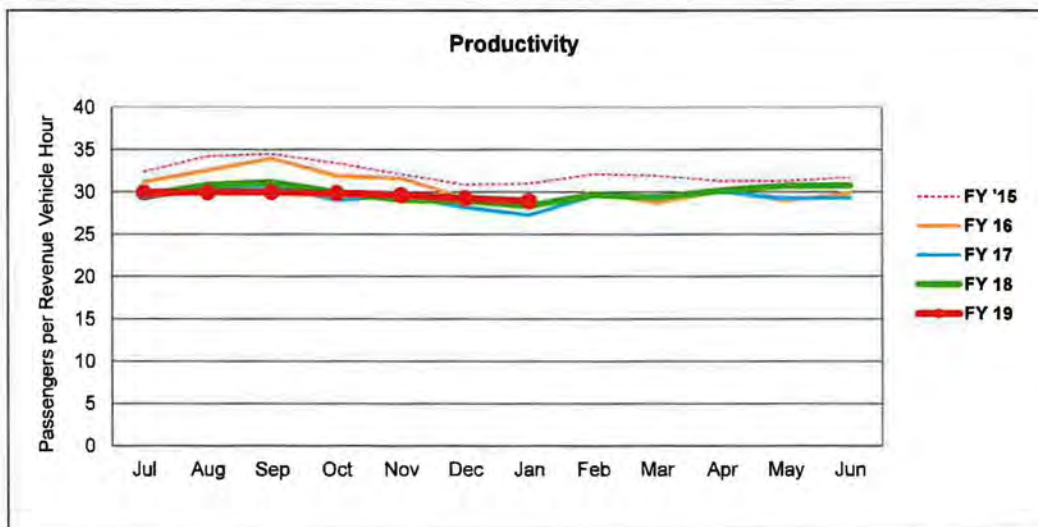
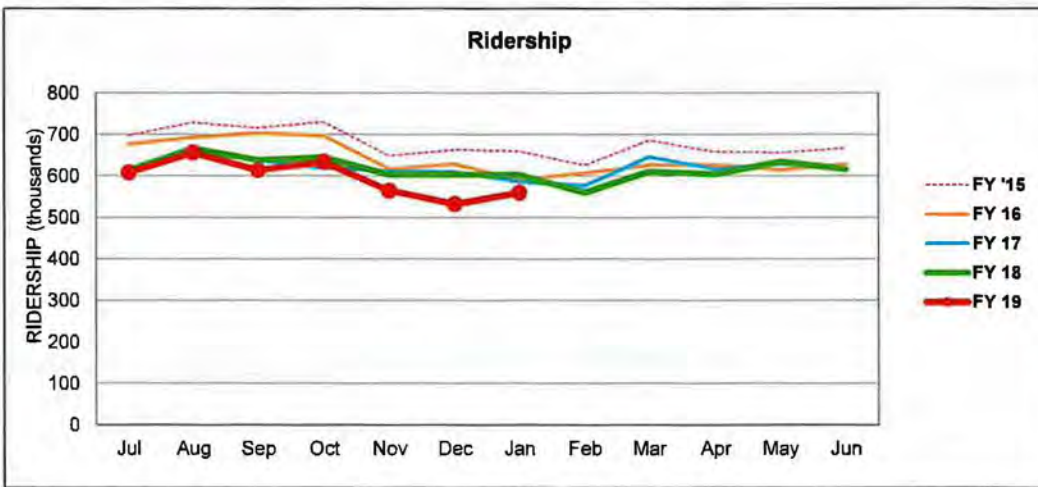
Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Jan '19	Percent Change	Jan '18	Feb '18 - Jan '19	Percent Change	Feb '17 - Jan 18
Monthly Ridership	19,044	-11.5%	21,510	239,319	-2.5%	245,469
Weighted Avg. Daily Ridership	593	-8.6%	649	620	2.4%	605
Revenue Vehicle Hours	8,514	9.2%	7,798	101,071	18.0%	85,667
Passenger per Revenue Vehicle Hour (does not include taxi data)	2.11	-14.1%	2.45	2.19	-12.8%	2.51
Revenue Vehicle Miles (RVM)	139,989	3.6%	135,109	1,591,990	9.4%	1,455,580
Complaints per 1,000 Rides	0.95	103.3%	0.46	0.69	-7.5%	0.75
ADA Capacity Denials	0	0.0%	0	0	0.0%	0
Other Denials	0	-100.0%	5	9	-89.2%	83
Accidents per 100,000 Miles	0.71	-51.7%	1.48	0.45	-35.4%	0.70
On-Time Performance (does not include taxi data)	94.8%	0.7%	94.1%	92.5%	-1.7%	94.1%
Taxi On-Time Performance	88.1%	-6.7%	94.4%	92.1%	-5.0%	97.0%
Performance Indicator	Sept '18	Percent Change	Sept '17	July '18 - Sept '18	Percent Change	July '17 - Sept '17
Revenue*	\$160,905	10.6%	\$145,483	\$495,702	9.9%	\$451,082
Farebox Recovery Ratio*	23.35%	18.95%	19.63%	22.28%	17.88%	18.90%
Subsidy per Passenger*	\$20.35	-11.1%	\$22.90	\$20.73	-18.2%	\$25.33

*September 2018 data is the latest available.

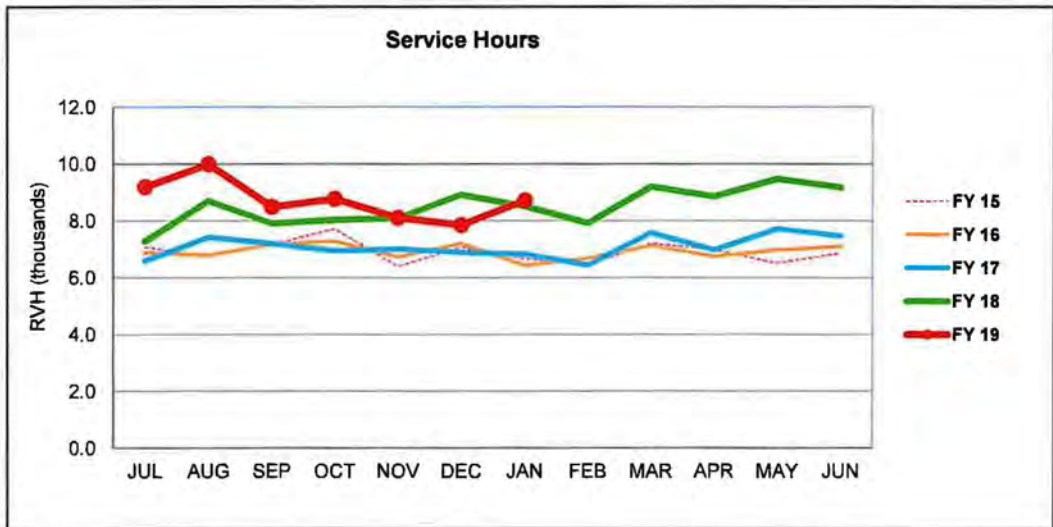
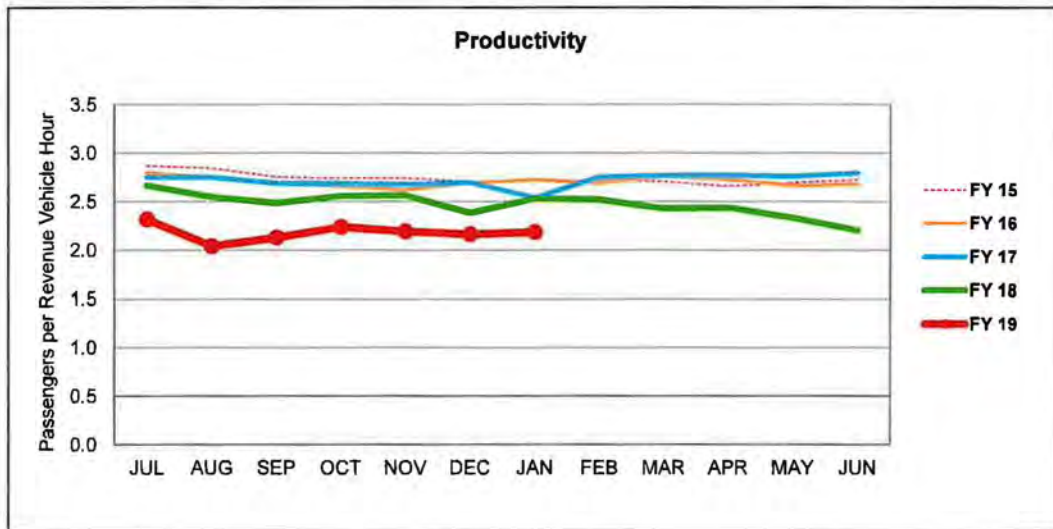
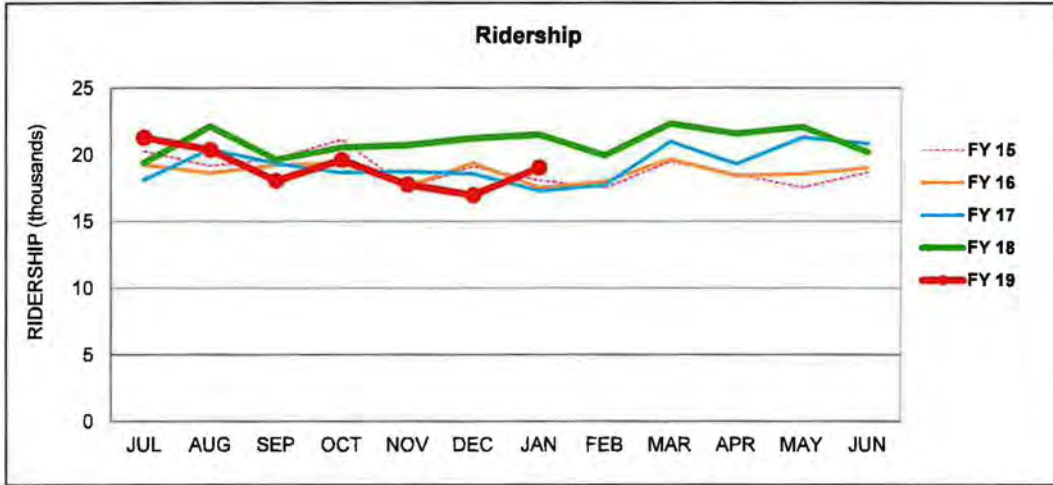
TART Performance Statistics

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Jan 2019	Percent Change	Jan 2018	Feb 2018 - Jan 2019	Percent Change	Feb 2018 - Jan 2019
Monthly Ridership	5,846	5.8%	5,523	45,261	30.4%	34,718
Weighted Avg. Daily Ridership	196.3	10.4%	177.8	125.5	32.2%	94.9
Revenue Vehicle Hours (RVH)	411	7.3%	383	4,402	6.8%	4,121
Passengers per RVH	14.2	-1.4%	14.4	10.3	22.0%	8.4
Revenue Vehicle Miles (RVM)	7,951	-4.8%	8,349	94,302	5.0%	89,854
Revenue	\$4,785	-19.9%	\$5,975	\$49,259	29.1%	\$38,158
Farebox Recovery Ratio	9.7%	-28.2%	13.6%	9.5%	9.0%	8.7%
Subsidy per Passenger	\$7.58	10.1%	\$6.89	\$10.36	-9.9%	\$11.50

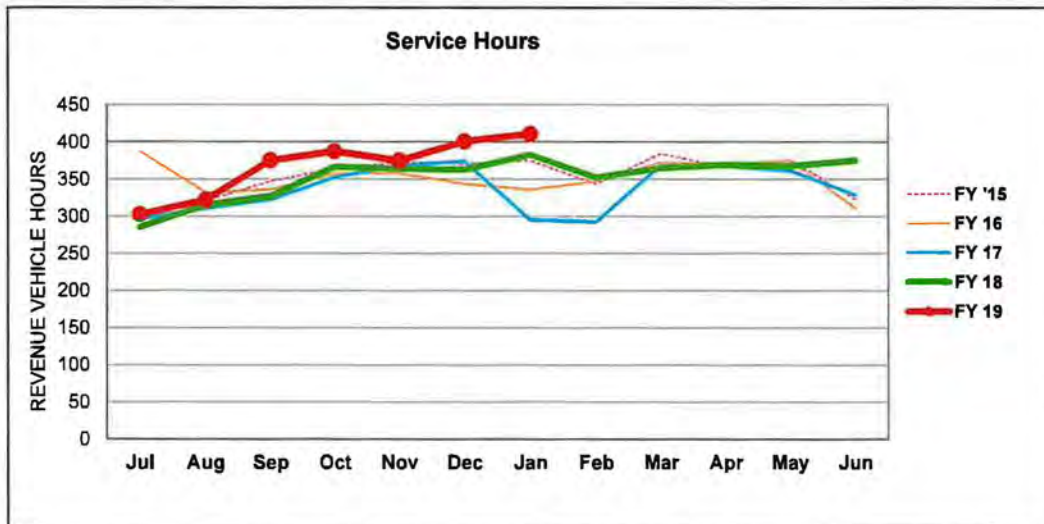
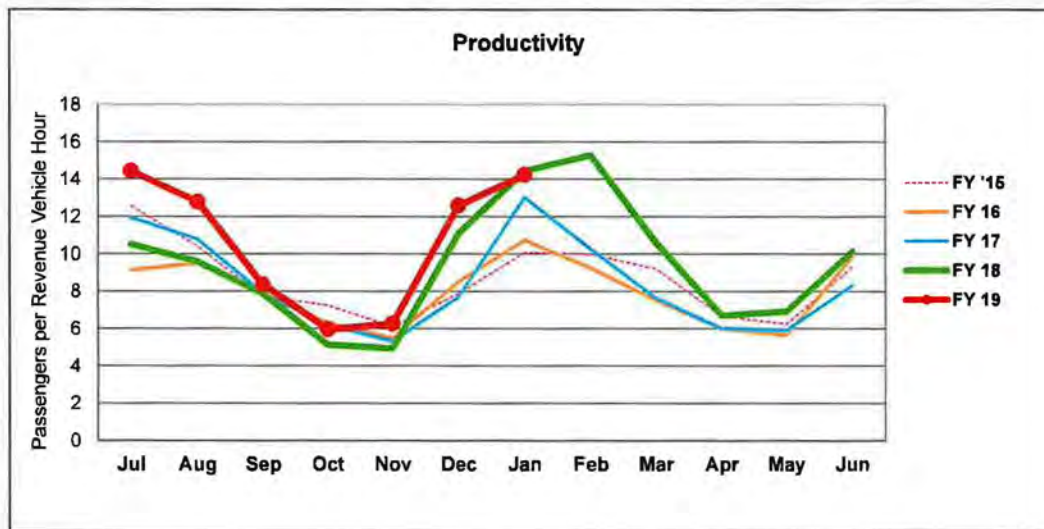
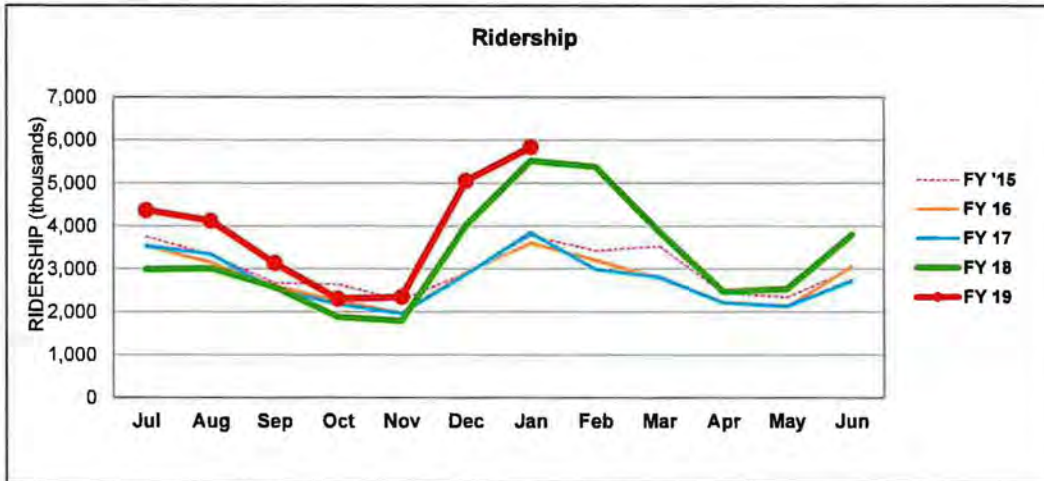
RTC Transit Fiscal Year Comparisons



RTC ACCESS Fiscal Year Comparisons



TART - Nevada Fiscal Year Comparisons





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

March 15, 2019

AGENDA ITEM 3.4

TO: Regional Transportation Commission

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



Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC Planning Department Report

RECOMMENDATION

Acknowledge receipt of the monthly Planning Activity Report.

PLANNING STUDIES

Virginia Street Bus RAPID Transit Extension Project

Staff continue to support community outreach efforts and provide technical support for the Small Starts process for this project. The Virginia Street project team continues extensive outreach activities with Midtown businesses and other stakeholders, identified under community outreach activities.

South Meadows Multimodal Transportation Study

The South Meadows Multimodal Transportation Study started in December 2018 and is moving forward. The project team is working to prepare the first public meeting, which is scheduled for March 26th at Damonte Ranch High School. Project progress will be updated on the RTC website under Metropolitan Planning, Corridor Studies. This multimodal study of the South Meadows area will identify needs and transportation improvements for regional roads in the study area. The study will focus on traffic operations, safety, pedestrian and bicycle connectivity, and transit service needs.

ADA Transition Plan Update

Information on the data collection that occurred in November and December on 360 transit stops was shared with the TAC and CMAC on February 6, 2019, and with Stakeholder partners on February 12, 2019. The data collected will help identify ADA improvements and prioritize improvements at transit stops. Stakeholder meetings continue to take place on a monthly basis to update internal project stakeholders and provide input on the project. This project is on schedule.

Bicycle and Pedestrian Planning

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

- Bicycle and Pedestrian Count Program – the RTC has conducted bi-annual bicycle, pedestrian and wheelchair counts at 40 locations throughout the region.
- During the January RTC Board meeting, the Board approved the Center Street Cycle Track and bike lanes on Sierra Street.
- 2018-2019 Bike Maps have been completed and are produced in both English and Spanish. These maps will be distributed throughout the community and are available online at www.rtcwashoe.com.

Vision Zero

The Vision Zero Task Force is working on setting up subcommittees to begin creating action plans for the four focus areas: Midtown, University of Nevada, Reno, Downtown Sparks, and West 4th Street. The subcommittees are holding their first meeting in late March.

Sustainability Planning

The RTC has created a Green Team of agency staff to advance initiatives outlined in the RTC Sustainability Plan. Thanks to the work of the Green Team, RTC received a certificate of recognition for its commitment to Environmental Compliance and Corporate Social Responsibility through the American Consumer Council's Green C Self-Certification Program. Achieving a Green Business Certification was identified as a short-term goal in the Sustainability Plan. The Sustainable Purchasing Policy has started to take effect and staff are beginning to actively purchase more sustainable items. To date, the program has helped the RTC purchase more environmentally friendly office products with a higher amount of environmental certifications and recycled content. The Green Team worked with IT to install a paper-tracking software which will help in identifying the total amount of paper printed throughout the agency. This will assist the RTC in tracking the impact of paper reduction strategies in an effort to reduce paper usage by ten percent. RTC is also participating in the City of Reno Sustainability & Climate Advisory Committee and continues to be an active member in the regional SPINN Committee.

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 February Board meeting:

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

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

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

RTC staff conducted or will conduct the following outreach activities from February 7 – March 26:

- February 7 NAB 1 Meeting: Virginia Street Project Update Presentation
- February 21 RTC Update Presentation at the Nevada Legislature State Senate and Assembly Growth and Infrastructure Committees
- February 22 Talk to the Transit Planner event to gather input from transit passengers and bus drivers
- February 22 Midtown business owner outreach meeting about the Virginia Street Project
- February 22 Seniors Day at Nevada Legislature: Electric bus display and outreach showcasing travel training program
- February 27 Presentation at Reno City Council Meeting Virginia Street Project Outreach
- February 28 Infrastructure Technology Day at Nevada Legislature: RTC presentation about autonomous vehicle technology
- March 1 Nevada Transportation Disparity Study Public Meeting
- March 2 Booth at Rue Bourbon Mardi Gras event: Virginia Street Project Outreach
- March 5 City of Reno NAB Meeting: Oddie/Wells Project presentation
- March 6 RTC Technical Advisory Committee (TAC) Meeting
- March 6 RTC Citizens Multimodal Advisory Committee (CMAC) Meeting
- March 17 RTC St. Patrick's Day FREE Safe Ride
- March 26 South Meadows Multimodal Transportation Study Public Meeting

Media Relations & Social Media

The RTC issued four news releases and participated in nine media interviews on various topics, including Virginia Street project and associated traffic controls and weather-impact information, Presidents Day office closures, the Pizzava construction team appreciation lunch, North Valleys traffic and upcoming RTC-led improvements to that area, potholes and pavement preservation, video requests for the crashes into the Villanova facility in November 2018, and more.

Social media was used to promote Virginia Street closures, the Virginia Street Project Fit “N” February health and wellness celebration, tactile maps available at RTC 4TH STREET STATION and RTC CENTENNIAL PLAZA for people who are visually impaired, the Disparity Study public meeting, the Rue Bourbon Mardi Gras event and RTC’s participation, an RTC job opening for a senior accountant, Presidents Day office closures and bus schedules, winter weather advisories, RTC’s Road Ahead segments, RTC’s monthly board meeting, the Don’t Kill a Dream pedestrian safety campaign and more.

Social media metrics the month of February: 34,898 people reached on Facebook and Twitter.

Informational Materials and Video Production

Five topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included a Virginia Street Project update, the RTC’s Affordable Housing Study, a Vision Zero update, an overview of the RTC’s proposed microtransit service and the St. Patrick’s Day FREE Safe RIDE.

COORDINATION WITH PARTNER AGENCIES

Truckee Meadows Regional Planning Agency (TMRPA)

The RTC continues to have coordination meetings with staff from the TMRPA as the agencies progress with the Shared Work Program. Areas for collaboration include population and employment forecasts, the Regional Plan update, affordable housing studies, and analysis of demographic and socioeconomic issues. RTC is a participant in the weekly Regional Plan Update meetings with the local jurisdictions and other stakeholder agencies.

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, the upgrade 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, reauthorization of federal transportation legislation and preparation of the statewide plan.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

March 15, 2019

AGENDA ITEM 3.5

TO: Regional Transportation Commission

FROM: Stephanie Haddock, CGFM
Director of Finance/CFO



Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC Procurement Activity Report

RECOMMENDATION

Acknowledge receipt of the monthly Procurement Activity Report.

PROJECTS CURRENTLY ADVERTISED

Invitations for Bids (IFB)

Project	Due Date
Facility Uniform/Linen Rental Services	March 8, 2019

Request for Proposals (RFP)

Project	Due Date
RTC 19-01 – Civil Engineering Design & Construction Management Services for the RTC Streets & Highway Program	April 15, 2019

REPORT ON BID AWARDS

Per NRS 332, NRS 338 and RTC’s Management Policy P-13 “Purchasing,” the Executive Director has authority to negotiate and execute a contract with the lowest responsive and responsible bidder on an Invitation for Bid (IFB) without Commission approval.

Project	Contractor	Award Date	Contract Amount
RTC 18-11 – Design and Construction Management Services for the Bus Stop Improvement & Connectivity Program	CA Group, Inc.	January 30, 2019	Currently under Review

CHANGE ORDERS AND AMENDMENTS WITHIN EXECUTIVE DIRECTOR’S AUTHORITY

There were none.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

March 15, 2019

AGENDA ITEM 3.6

TO: Regional Transportation Commission

FROM: Angela Reich, SPHR
Director of Administrative
Services



Lee G. Gibson, AICP
Executive Director

SUBJECT: Personnel Rules and Management Policies

RECOMMENDATION

Approve modification of RTC Management Policy P-27 Code of Ethical Standards to update the policy and align it with current laws.

SUMMARY

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.

FISCAL IMPACT

There is no fiscal impact related to this Board action.

PREVIOUS ACTIONS BY BOARD

November 17, 1994 Approved changes to RTC Management Policy P-27 Code of Ethical Standards.

Attachments

RTC Management Policy P-27
Date Approved: December 14, 1989
Date Revised: November 17, 1994
Date Revised: March 15, 2019
Approved:

MANAGEMENT POLICY

SUBJECT: CODE OF ETHICAL STANDARDS

PURPOSE

The Regional Transportation Commission (RTC) recognizes that holding public office and/or employment is a public trust. To preserve that trust, RTC demands the highest code of conduct and ethical standards of its public officers and employees. The purpose of this policy is to define and establish the standards of ethical conduct that are required of those public officers and employees so as to encourage and require professional integrity in the performance of their duties.

Every public officer and employee has a continuing responsibility to ask questions, seek guidance, report suspected violations, and express concerns regarding compliance with this policy.

POLICY

Ethical Standards

As a basic level of expected conduct, RTC public officers and employees shall comply with the following:

- They will conduct themselves with honesty and integrity in the course of performing their duties and responsibilities.
- They will act with care and diligence in the course of their employment.
- They will treat everyone, including coworkers, subordinates, supervisors, customers and the public, with the utmost professionalism and courtesy.
- They will comply with all applicable federal, state, and local laws.
- They will comply with any lawful and reasonable direction given by someone in the employee's agency who has authority to give the direction.
- They will maintain appropriate confidentiality.
- They will disclose, and take reasonable steps to avoid, any actual or potential conflict of interest in connection with their employment.
- They will use RTC resources for RTC purposes and in RTC's best interests.
- They will not provide false or misleading information in response to a request for information that is made for official purposes in connection with their employment.

RTC Management Policy P-27
Code of Ethical Standards

- They will, at all times, act in a way that upholds the values and the integrity and good reputation of RTC.
- They will comply with any other conduct requirement that is prescribed by the RTC.

Consistent with the provisions of NRS 281A.400 and NRS 281.230, RTC officers and employees shall comply with the following:

- No public officer or employee shall not seek or accept any gift, service, favor, employment, engagement, compensation or economic opportunity for the public officer or employee or any person to whom the public officer or employee has a commitment in a private capacity, which would tend improperly to influence a reasonable person in his/her position to depart from the faithful and impartial discharge of his/her public duties.

Exception: Gifts of a nominal or insubstantial financial value, including casual and inexpensive gifts that would not tend to improperly influence a reasonable person or give rise to an appearance of impropriety, are not prohibited under this policy.

- No public officer or employee shall use his/her position with the RTC to secure or grant unwarranted privileges, preferences, exemptions, or advantages for him/herself, any business entity in which s/he has a significant pecuniary interest, or any other person whom s/he has a commitment in a private capacity.
- No public officer or employee shall participate as an agent of government in the negotiation or execution of a contract between the government and the public officer or employee, any business entity in which s/he has a significant pecuniary interest, or any person to whom the public officer or employee has a commitment in a private capacity.
- No public officer or employee shall accept any salary, retainer, augmentation, expense allowance, or other compensation from any private source for him/herself or any person to whom the public officer or employee has a commitment in a private capacity, for the performance of his/her duties as an officer or employee.
- If a public officer or employee acquires, through his/her public duties or relationships, any information which by law or practice is not at the time available to people generally, s/he shall not use such information to further his/her own significant pecuniary interests or the pecuniary interests of any other person or business entity.
- No public officer or employee shall suppress any governmental report or other official document because it might tend to affect unfavorably his/her own significant pecuniary interest or any other person to whom s/he has a commitment in a private capacity.
- No public officer or employee shall use governmental time, property, equipment, or other facility to benefit his/her significant personal or pecuniary interest or any person to whom s/he has a commitment in a private capacity.
- No public officer or employee shall attempt to benefit a significant personal or pecuniary interest(s) for him/herself or any person to whom the public officer or employee has a commitment in a private capacity through influence of a subordinate.

RTC Management Policy P-27
Code of Ethical Standards

- No public officer or employee shall seek other employment or contracts for him/herself or any person to whom the public officer or employee has a commitment in a private capacity through the use of his/her officer position.
- Pursuant to NRS 281.230, a public officer or employee shall not, in any manner, directly or indirectly, receive any commission, personal profit or compensation of any kind resulting from any contract or other transaction in which the RTC is in any way interested or affected except:
 - A member of any board, commission, or similar body who is engaged in the profession, occupation, or business regulated by the board, commission, or body may, in the ordinary course of his/her business, bid on or enter into a contract with any governmental agency, except the board, commission, or body of which s/he is a member, if s/he has not taken part in developing the contract plans or specifications and s/he will not be personally involved in opening, considering, or accepting offers.
 - A public officer or employee, other than an officer or employee described in a. above, may bid on or enter into a contract with a governmental agency if the contracting process is controlled by rules of open competitive bidding, the sources of supply are limited, s/he has not taken part in developing the contract plans or specifications, and s/he will not be personally involved in opening, considering, or accepting offers.

Pursuant to federal requirements imposed on RTC as a condition for the receipt of federal funding (see e.g. Annual FTA Master Agreement), RTC officers and employees shall comply with the following:

- Each RTC public officer and employee must conduct himself or herself in a manner that prevents or eliminates actual, apparent, or potential conflicts of interest. Such a conflict of interest arises when an RTC public officer, employee, or relative of those individuals, or an organization employing or in business with any of the foregoing, has a direct or indirect present or potential financial interest or other significant interest in a participant in the project whose work is supported by federal funding.
- No RTC public officer or employee with a real or apparent, direct or indirect conflict of interest may engage in any activity involving a present or potential participant in the project whose work is supported by federal funding. This includes the selection, procurement, award, management, or administration of a third party agreement in which the RTC public officer or employee has a present or potential financial or other significant interest.

Disclosure of Conflicts of Interest and Possible Abstention from Voting

RTC public officers and employees shall not approve, disapprove, vote, abstain from voting or otherwise act upon a matter in which the public officer or employee has a conflict of interest without disclosing information concerning the conflict. NRS 281A.420. The disclosure must be made at the time the matter is considered.

RTC Commissioners must disclose conflicts of interest in public to the RTC Chair and other members of the Commission and may be required to abstain from voting. NRS 281A.420. RTC Commissioners should contact RTC's Chief Counsel or Director of Legal Services for guidance.

RTC employees must disclose conflicts of interest to their supervisor, department director, or the Director of Administrative Services.

Reporting & Prohibition Against Retaliation

If you have any questions about whether conduct that you are contemplating may violate this Policy or whether conduct that you have observed does violate this Policy, immediately contact your supervisor, your department director, or the Director of Administrative Services. If you believe that a relationship/situation may or does violate this Policy, you must immediately contact your supervisor, your department director, or the Director of Administrative Services.

The RTC will determine if an actual conflict of interest exists. If a conflict is determined to exist, the RTC will take whatever preventative/corrective action it deems to be appropriate.

Retaliation against employees who use these reporting mechanisms to raise genuine concerns will not be tolerated.

Violations

Any violation of this Policy by an RTC employee may result in disciplinary action up to and including termination of employment.

RTC Management Policy P-27
Date Approved: December 14, 1989
Date Revised: November 17, 1994
Approved:

MANAGEMENT POLICY

SUBJECT: CODE OF ETHICAL STANDARDS

PURPOSE

Because it is imperative that officials and employees of the Regional Transportation Commission maintain the highest possible standards of ethical conduct in their transaction of public business, such standards must be clearly defined and published. In order to help RTC employees and officials understand actions that might be construed as inappropriate, the following Code of Ethical Standards has been adapted from Nevada Revised Statutes, Chapter 281.481 and includes standards set by the Federal Transit Administration.

1.1 Relationships

In all procurement matters relating to RTC, no RTC employee, official, contractor, or agent, including any member of an evaluation committee for an RTC project, shall participate in the selection, award or administration of a contract between the RTC and a private business if a conflict of interest, real or apparent, would be involved. Such a conflict would exist when an employee, officer, or agent of RTC; any member of his/her immediate family; his or her partner; or an organization which employs, or is about to employ, any of the above; has a financial or other interest in the firm selected for award of the contract. Unless specifically prohibited by law, an RTC official or employee, as such, is not precluded from making a bid on an RTC contract if the contracting process is controlled by rules of open competitive bidding, the sources of supply are limited, he or she has not taken part in developing the contract plans or specifications, and he or she will not be personally involved in opening, considering, or accepting offers, and he or she will not in any way participate in administering the contract.

No RTC official, employee, agent or contractor may accept any salary, retainer, augmentation, expense allowance or other compensation from any private source for the performance of his or her duties as an RTC official or employee.

CODE OF ETHICAL STANDARDS

Page 2

If an RTC official or employee acquires, through his or her public duties or relationships, any information which by law or practice is not at the time available to people generally, he or she may not use the information to further the pecuniary interests of himself or herself or any other person or business entity.

No RTC official or employee may suppress any governmental report or other document because it might tend to affect unfavorably his or her financial interests.

No RTC official or employee may approve, disapprove, vote, abstain from voting, or otherwise act upon any matter in which he or she has a financial interest without disclosing the full nature and extent of his or her interest. Such a disclosure must be made before the time when he or she is to perform the duty or concurrently with that performance. For an RTC Commissioner or the Executive Director, disclosure shall be made to the RTC Chairman and other Commissioners. For all other employees, disclosures shall be made to the Executive Director.

1.2 Gifts and Gratuities

It is RTC's policy that no official or employee of RTC or its contractors shall seek or accept, directly or indirectly, any gift, service, favor, employment, engagement, compensation or economic opportunity from a contractor, potential contractor, or subcontractor which would tend improperly to influence a reasonable person in his or her position to depart from the faithful and impartial discharge of his or her public duties.

No RTC official or employee may use his or her position to secure or grant unwarranted privilege, preferences, exemptions, or advantages for himself or herself, any member of his or her immediate household, any business entity in which he or she has a financial interest, or any other person.

1.3 Violations

Violation of RTC's ethics policy by any employee shall subject the individual to disciplinary action up to and including termination as determined by the Executive Director of RTC. Violation of this policy by the Executive Director, a member of the Commission, officer or agent of RTC shall subject the individual to disciplinary action or sanction as determined by the RTC. Violation of this policy by contractors or their agents may be considered a breach of contract and shall subject such contractor or agent to action up to and including cancellation of contract and suspension and debarment from contracting with RTC. Violation of this policy by bidders or potential contractors

CODE OF ETHICAL STANDARDS

Page 3

may be considered to make such bidders or proposer ineligible to bid or render a bid or proposal non-responsive.

1.4 Organizational Conflict of Interest

It shall be RTC's policy in soliciting and contracting for goods and services to prevent any real or apparent organizational conflicts of interest which could arise when the nature of work to be performed under a proposed contract would result in an unfair competitive advantage to the contractor in the award of future work. It shall not be a bid or proposal requirement that a prospective vendor or contractor have prior contracts with RTC. This shall not be construed, however, to prevent or limit the use of two-step bidding.

Employee questions regarding this policy should be directed to the employee's immediate supervisor



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

March 15, 2019

AGENDA ITEM 3.7

TO: Regional Transportation Commission

FROM: Stephanie Haddock, CGFM
Director of Finance/CFO



Lee G. Gibson, AICP
Executive Director

SUBJECT: Loomis Armored US, LLC, Armored car Services – Contract Amendment

RECOMMENDATION

Approve an amendment with Loomis Armored US, LLC to extend the term of option year two of their current agreement to June 30, 2019. The amendment adds approximately \$30,000 for a new not-to-exceed amount of \$173,000; authorize the RTC Executive Director to execute the amendment.

SUMMARY

Loomis Armored US, LLC contract was for a maximum three (3) year term consisting of a single base year, and two (2) one-year option renewal periods with final renewal period expiring March 31, 2019. This amendment for a contract extension will allow Loomis to continue to provide armored car services for removal, delivery, and deposit of currency for RTC Ticket Vending Machines (TVM's) and cash from bus fareboxes until an Invitation for Bid (IFB) issued and new contract executed.

FISCAL IMPACT

Additional cost of continued services for the contract extension period is approximately \$30,000 to year two option renewal not to exceed amount of \$173,000. Funding for this item is included in the FY 2019 budget, and there are no additional costs in conjunction with this Agenda item.

PREVIOUS ACTIONS BY BOARD

March 16, 2018	Approved option year two (2) of this Agreement.
August 17, 2017	Approved option year one (1) of this Agreement.
March 15, 2016	Agreement awarded as a Sole Source

ADDITIONAL BACKGROUND

Loomis Armored US, LLC was the only bidder on the last two solicitations for this service, in which the collection of cash and monetary counting services are required.

AMENDMENT NO. 1
AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
AND
LOOMIS ARMORED US, LLC

The Regional Transportation Commission of Washoe County, hereinafter "RTC," and Loomis Armored US, LLC, hereinafter "Consultant," entered into an agreement on April 1, 2016 (the "Agreement"). This amendment is made and entered into on March 30, 2019.

RECITALS

WHEREAS, the parties have determined that there is a need to amend the Agreement to extend the term; and

WHEREAS, the original agreement was for one year and provided for two options of one year each; and

WHEREAS, Option Year 1 was exercised for the period of April 1, 2017 through March 31, 2018; and

WHEREAS, Option Year 2 was exercised for the period of April 1, 2018 through March 31, 2019; and

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

1. Option Year Two shall be amended to extend the term through June 30, 2019.
2. All other provisions of the Agreement shall remain in full force and effect.

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

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APPROVED AS TO LEGALITY AND FORM:

Adam Spear, RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By Lee G. Gibson, AICP, Executive Director

LOOMIS ARMORED US, LLC.

By Patrick Otero, Senior Vice President, Administration



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

March 15, 2019

AGENDA ITEM 3.8

TO: Regional Transportation Commission

FROM: Rob Reeder
Administrator Security/Safety



Lee G. Gibson, AICP
Executive Director

SUBJECT: Contract Amendment with Allied Universal Protection Service, LP, dba Allied Universal Security Services and the exercising of Option Year One

RECOMMENDATION

Authorize the RTC Executive Director to exercise Option Year One under the contract with Universal Protection Service, LP, dba Allied Universal Security Services (Allied Universal) for security services, and approve an amendment that increases the compensation under the contract for Option Year One to \$789,452, and the compensation for Option year two to \$812,371.

SUMMARY

The RTC awarded a 3-year contract for armed and unarmed security services, after hours patrol and alarm response to Allied Universal on June 1, 2016. The contract award followed a competitive bid process. Since the contract award, Allied Universal has provided satisfactory services as measured against numerous performance indicators (examples include service expense, risk management issues, the number of complaints and compliments, quality and accuracy of reports and required documentation). The initial term of the contract is from July 25, 2016, through June 30, 2019 (3 years). The RTC also has the option to renew the contract for two (2) one (1) year extensions. Since implementation of the contract, the RTC has experienced the need to increase security staffing by 4108.49 hours during both Option Years One and Two. This increase in security staffing has resulted in the need to amend the contract to provided additional compensation to Allied Universal for both Option Years One and Two.

The initial costs under the three-year contract, the initial proposed costs for Option Years One and Two, as well as the increased costs contemplated by the proposed amendment for Option Years One and Two are set forth below:

Initial Contract Amounts

Year 1	Year 2	Year 3	3 Year Total	Option 1	Option 2
\$634,624.00	\$652,923.07	\$671,794.66	\$1,959,341.73	\$691,462.51	\$711,454.23
<u>Additional Costs Under Amendment</u>				\$97,989.00	\$100,916.77
<u>Total</u>				\$789,452.00	\$812,371.00

This Agenda Item does not approve the exercise of Option Year 2. RTC staff may request the approval of the exercise of Option Year 2 through a separate Agenda Item presented to the Board for consideration on a future date.

FISCAL IMPACT

Funding for Option Year One, including the increased hours of service is included in the FY 2020 budget.

PREVIOUS ACTIONS BY BOARD

June 1, 2016: Award of security services contract to Allied Universal Security Services (RTC RFP16-8)

ADDITIONAL BACKGROUND

There has been provision of security services at our Transit Centers for over 19 years (first with CitiCenter, then Centennial Plaza and 4th Street Station). Security services are essential to providing an environment which secure and safe for our Passengers and for the protection of RTC facilities.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.

Attachments

AMENDMENT NO. 1
AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
AND
UNIVERSAL PROTECTION SERVICE, LP

The Regional Transportation Commission of Washoe County ("RTC") and Universal Protection Service, LP, dba Allied Universal Security Services, formerly AlliedBarton Security Services LLC ("CONTRACTOR"), entered into an agreement on July 25, 2016 ("Agreement"). This amendment is dated and effective as of March 15, 2019.

RECITALS

WHEREAS, the parties have determined that there is a need to amend the Pricing Schedules for Option Year One and Option Year Two in Exhibit A of the Agreement to increase the hours of service to be provided by CONTRACTOR; and

WHEREAS, Option Year One will be amended to increase the total Hours of Service by 4,108.89 hours; and

WHEREAS, Option Year Two will be amended to increase the total Hours of Service by 4,108.89 hours; and

WHEREAS, the increases in the Hours of Service are in-line with previously authorized increases to the Hours of Services for the last year of the Agreement.

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

1. The Pricing Schedules for Option Year One and Option Year Two in Exhibit A of the Agreement shall be replaced in their entirety with the amended Pricing Schedules attached hereto.
2. RTC shall pay CONTRACTOR for services provided pursuant to, and in an amount not to exceed, the amended Pricing Schedules. CONTRACTOR will invoice for services upon completion. The total not-to-exceed cost of scheduled services for Option Year One and Option Year Two is included in the amended Pricing Schedules.
3. CONTRACTOR will provide the services pursuant to schedules approved by RTC's Project Manager. Any changes to the schedules must be approved in advance by RTC's Project Manager.
4. RTC may at any time, by written order, request changes to add additional services or optional route patrols or route supervision pursuant to Section IV(2) of the Agreement.

5. CONTRACTOR shall submit invoices to accountspayable@rtcwashoe.com. RTC's payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.
6. All other provisions of the Agreement shall remain in full force and effect.

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

APPROVED AS TO LEGALITY AND FORM:

Adam Spear, RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By _____
Lee G. Gibson, AICP, Executive Director

UNIVERSAL PROTECTION SERVICE, LP,
dba ALLIED UNIVERSAL SECURITY SERVICES

By _____
Tammy Nixon, Regional Vice President

OPTION - YEAR ONE – Revised Pricing Schedule with Increased Hours

CENTENNIAL PLAZA SCHEDULE	HOURS OF SERVICE	RATE PER HOUR	COST
Armed Guard-Regular Rate	8,631	\$23.77	\$205,158.87
Armed Guard-Holiday Rate	144	\$35.65	\$5,133.60
Unarmed Guard-Regular Rate	0	\$20.60	\$0
Unarmed Guard-Regular Holiday	0	\$30.90	\$0
Site Supervisory- Regular Rate	0	\$31.69	\$0
Site Supervisory-Holiday rate	0	\$47.53	\$0
Total Centennial Plaza	8,775		\$210,292.47
4th STREET STATION SCHEDULE			
Armed Guard-Regular Rate	20,048	23.77	\$476,540.96
Armed Guard-Holiday Rate	336	35.65	\$11,978.40
Unarmed Guard-Regular Rate	188	20.60	\$3,872.80
Unarmed Guard-Regular Holiday	0	30.90	\$0
Site Supervisory- Regular Rate	1,956	31.69	\$61,985.64
Site Supervisory-Holiday rate	48	47.53	\$2,281.44
Total 4th Street Station	22,576		\$556,659.24
SCHEDULED (BOTH LOCATIONS)			
	COST PER	SCHEDULE	TOTAL COST
Facility Patrol Stops	\$10.00	6 per shift	\$21,900.00
After Hour Alarm Responses	\$25.00	2 per month	\$600.00
TOTAL SCHEDULED SERVICE			\$789,451.71
OPTIONAL SERVICES			
Optional Route Patrols (Hourly Rate)		\$23.77	
Optional Route Supervision (Hourly Rate)		\$31.69	

OPTION - YEAR TWO – Revised Pricing Schedule with Increased Hours

CENTENNIAL PLAZA SCHEDULE	HOURS OF SERVICE	RATE PER HOUR	COST
Armed Guard-Regular Rate	8,631	\$24.48	\$211,286.88
Armed Guard-Holiday Rate	144	\$36.72	\$5,287.68
Unarmed Guard-Regular Rate	0	\$21.22	\$0
Unarmed Guard-Regular Holiday	0	\$31.82	\$0
Site Supervisory- Regular Rate	0	\$32.64	\$0
Site Supervisory-Holiday rate	0	\$48.96	\$0
Total Centennial Plaza	8,775		\$216,574.56
4th STREET STATION SCHEDULE			
Armed Guard-Regular Rate	20,048	\$24.48	\$490,775.04
Armed Guard-Holiday Rate	336	\$36.72	\$12,337.92
Unarmed Guard-Regular Rate	188	\$21.22	\$3,989.36
Unarmed Guard-Regular Holiday	0	\$31.82	\$0
Site Supervisory- Regular Rate	1,956	\$32.64	\$63,843.84
Site Supervisory-Holiday rate	48	\$48.96	\$2,350.08
Total 4th Street Station	22,576		\$573,296.24
SCHEDULED (BOTH LOCATIONS)			
	COST PER	SCHEDULE	TOTAL COST
Facility Patrol Stops	\$10.00	6 per night	\$21,900.00
After Hour Alarm Responses	\$25.00	2 per month	\$600.00
TOTAL SCHEDULED SERVICE			\$812,370.80
OPTIONAL SERVICES			
Optional Route Patrols (Hourly Rate)		\$24.48	
Optional Route Supervision (Hourly Rate)		\$32.64	



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

March 15, 2019

AGENDA ITEM 3.9

TO: Regional Transportation Commission

FROM: Jessica Dover
Engineer I



Lee G. Gibson, AICP
Executive Director

SUBJECT: Master Services Agreement for the Bus Stop Improvement and Connectivity Program and Task Order #1 for the 2019 Construction Season

RECOMMENDATION

Approve a Master Services Agreement with CA Group, Inc. to provide engineering design and construction management services for the Bus Stop Improvement and Connectivity Program (Bus Stop ICP) for up to three years; approve Task Order #1 for the 2019 construction season in an amount not-to-exceed \$441,705; authorize the RTC Executive Director to execute the agreement and task order.

SUMMARY

This Master Services Agreement (see Attachment A) with CA Group, Inc. is for engineering design and construction management services for the Bus Stop Improvement and Connectivity Program for up to a three year period. 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 Master Services Agreement will allow RTC to issue task orders annually depending on program needs and budget for the program. Task Order #1 is for projects in the 2019 construction season and includes professional design services in the amount of \$237,810 and optional engineering during construction services (EDC) in the amount of \$203,895.

Depending on funding availability in future fiscal years, and based on performance and successful completion of Task Order #1, RTC would then negotiate and issue Task Order #2 for projects in the 2020 construction season and Task Order #3 for projects in the 2021 construction season. Those task orders would be brought to the Board for approval prior to issuance along with an amendment to the not-to-exceed amount in the Master Services Agreement.

Following the Request for Qualifications (RFQ) Evaluation process, the evaluation committee determined that CA Group, Inc. was the most qualified firm out of six (6) firms that submitted responsive proposals. Negotiation of CA Group's scope, schedule, and budget indicated the amount of design and engineering during construction services is reasonable and within the appropriated budget.

FISCAL IMPACT

Appropriations are included in the approved FY 2019 Budget.

PREVIOUS ACTIONS BY BOARD

November 16, 2018 Authorized a Request for Qualifications for Engineering Design and Construction Management Services for the Bus Stop Improvement and Connectivity Program

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.

Attachment

MASTER SERVICES AGREEMENT

This agreement (this "Agreement") is dated and effective as of March 25, 2019, by and between the Regional Transportation Commission of Washoe County ("RTC") and CA Group, Inc. ("CONSULTANT").

WITNESSETH:

WHEREAS, RTC issued a Request for Qualifications on November 21, 2018, for a qualified firm to perform engineering design and construction management services in connection with RTC's Bus Stop Improvement and Connectivity Program through June 2022 (the "Project"); and

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

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

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

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

ARTICLE 1 - ENGAGEMENT AND TERM

- 1.1. CONSULTANT will perform the work using the project team identified in the Proposal. Any changes to the project team's key personnel must be approved by RTC's Project Manager.
- 1.2. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.3. CONSULTANT shall not proceed with work under a Task Order until both parties have executed the Task Order and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents,

employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or the Task Order.

- 1.4. Task Orders must be approved by the RTC Board of Commissioners, along with a corresponding amendment to the not-to-exceed amount and, as necessary, any other provision of this Agreement, prior to execution and effectiveness of the Task Order.
- 1.5. The term of this Agreement shall be from the date first written above through June 30, 2022, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein. The term of a Task Order cannot exceed the term of this Agreement.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. TASK ORDERS

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

2.4. OPTIONS

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

2.5. 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) qualified personnel to perform field and laboratory sampling and testing during the term of this Agreement. All test reports shall be signed by a licensed NAQTC tester and notated with his/her license number.

2.6. 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 C. RTC shall not be responsible for any other costs or expenses except as provided in Exhibit C.
- 3.2. The maximum amount payable to CONSULTANT to complete tasks in a Task Order shall be specified as a not-to-exceed amount in the Task Order. CONSULTANT can request in writing that RTC's Project Manager reallocate not-to-exceed amounts between tasks. A request to reallocate not-to-exceed amounts must be accompanied with a revised fee

schedule, and must be approved in writing by RTC's Project Manager prior to performance of the work.

- 3.3. The maximum amount payable to CONSULTANT for all Task Orders resulting from this Agreement shall not exceed \$441,705. Subsequent Task Orders must be approved by the RTC Board of Commissioners, along with a corresponding amendment to the not-to-exceed amount in this section, prior to execution and effectiveness.
- 3.4. RTC may issue Task Orders for CONSULTANT to provide services in connection with preparing for and/or appearing in any litigation. CONSULTANT shall not receive compensation for preparing for and/or appearing in the litigation: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT's indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.

ARTICLE 4 - INVOICING

- 4.1. CONSULTANT shall submit monthly invoices in the format specified by RTC. Invoices must be submitted to accountspayable@rtcwashoe.com within 15 days of the end of the billing month. RTC's payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.
- 4.2. RTC shall notify CONSULTANT of any disagreement with any submitted invoice for consulting services within thirty (30) days of receipt of an invoice. Any amounts not in dispute shall be promptly paid by RTC.
- 4.3. CONSULTANT shall maintain complete records supporting every request for payment that may become due. Upon request, CONSULTANT shall produce all or a portion of its records and RTC shall have the right to inspect and copy such records.

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared

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

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

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 - 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 Vice President 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
P.O. Box 30002
Reno, Nevada 89520
(775) 335-1880

CONSULTANT: Chad Anson, P.E.
Vice President
CA Group, Inc
1135 Terminal Way, Suite 106
Reno, Nevada 89502
(775) 393-2040

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

ARTICLE 16 - FEDERAL FORMS AND CLAUSES

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

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

This Agreement is funded in whole or in part with money administered by the Federal Transit Administration. As a condition for receiving payment under this Agreement, CONSULTANT agrees to comply with the federally required clauses set forth in Exhibit E.

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

APPROVED AS TO LEGALITY AND FORM

By: _____
Dale E. Ferguson, Esq.
RTC Legal Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Lee G. Gibson, AICP, Executive Director

CA GROUP, INC.

By: _____
Chad Anson, PE, Vice President

Exhibit A

Scope of Services

SAMPLE

SCOPE OF SERVICES

RTC 18-11 BUS STOP IMPROVEMENT AND CONNECTIVITY PROGRAM

Project Management

Provide project management for the scope of work for the duration of the task order. Project management includes project setup and administration, monthly budget monitoring and invoicing, preparation and reporting of project progress and schedule, quality assurance on deliverables, coordination with the RTC Project Manager, and project closeout. The Project Manager will be responsible for the ongoing project coordination of all activities for the duration of the work, from design through construction. The Project Manager shall be a licensed Professional Civil Engineer, Registered in the State of Nevada and provide both design and construction oversight. The Project Manager, designer and lead inspector shall be considered key personnel for this Project.

Project Development

Identify constraints, collect data, and perform analysis to determine a reasonable set of improvements. This task may include a variety of services such as:

- Define a specific set of parameters for improvements, including but not limited to:
 - Proposed improvements are within existing public Right-Of-Way (R/W)
 - Limits of sidewalk connectivity shall be to the nearest intersection or adjacent accessible sidewalk
 - Minimal utility adjustments, no relocations or additional street lighting
 - Minimal landscape adjustments
 - Curb and gutter replacement only as necessary for curb ramp replacement at intersections – scope does not include addressing major drainage deficiencies and permanent patching within the roadway shall be minimized
 - Bus Stop Pad
 - Minimum clear zone 5' x 8' including sidewalk
 - 7.5' x 15' at back of 5' wide sidewalk - preferred where feasible within R/W
 - 15.5' x 22' at back face of curb - preferred where feasible within R/W
- Verify R/W limits based on Washoe County GIS Mapping
- Field Review
 - Data Collection
 - Document potential design constraints at each location (drainage, utility, landscape and aesthetics, etc.)
 - Field measure quantities
 - Sidewalk connectivity and accessible pedestrian access route
 - Safety review of bus stop locations with recommendations
- Provide cost estimates
- Utilize GIS mapping data to assist the RTC in further prioritizing the list of bus stop improvements

Preliminary and Final Design

Develop plans and specifications for bus stop improvements that provide clear intent to the bidding community. This task may include a variety of services such as:

- Preliminary Design – Innovative approach to develop plans that allow for agency review, are biddable and buildable, and minimize design costs based on a field-fit methodology.
 - Schematic Figures – non-traditional, for simple improvements, i.e. bus stop improvement layout over aerial photo or picture view similar to this year’s 2018 RTC Bus Stop Improvement Bid Package. *See Exhibit A-3 as an example.*
 - Site Specific Design – more complex layouts requiring survey, grading, drainage, utilities, etc.
 - Generate standard bus stop pad details to be incorporated into the City of Reno and other agency Standard Details
- Provide 60% and 100% submittals for agency review
 - Plans, specifications and engineer’s estimate
- Permitting
 - Coordinate with City of Reno, City of Sparks and Washoe County as necessary to determine Encroachment and Excavation Permit requirements.
 - Anticipate one (1) permit will be required for ALL bus stops located in the City of Sparks
 - Anticipate one (1) permit will be required for ALL bus stops located in Washoe County, not within City of Reno or City of Sparks limits
 - Anticipate up to four (4) permits will be required for ALL bus stops located in the City of Reno
 - Prepare and submit Occupancy Permits for bus stops located on NDOT routes
- Develop Construction Working Day duration estimate and Phasing Plan based on scope of improvements
 - Define traffic impacts, schedule constraints and limitations of operations
- Prepare solicitation documents and provide assistance in the bidding and bid review process

Construction Oversight and Documentation

Construction Management services include testing, inspection, surveying, submittal review, progress pay estimate approval and construction document management. This task may include a variety of services such as:

- Provide full-time testing and inspection to ensure improvements are constructed in conformance with plans, specifications, and contract documents
 - Provide certified testing personnel in accordance with the Nevada Alliance for Quality Transportation Construction/Western Alliance for Quality Transportation Construction (NAQTC/WAQTC) guidelines. Personnel provided for testing must be acceptable to the RTC prior to performance of work on a project.
 - Refer to the form contract for definitions on qualifications of inspectors.
 - Provide an AASHTO accredited laboratory equipped to provide material testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works (Orange Book) test procedures.
- Provide certification that as-built condition of Bus Stop is ADA compliant

Deliverables

- Design, review and procurement schedule
- 60%, 100%, and Final Plans, Specifications and Engineer's Estimate
- Before & After Photo Documentation
- Construction documentation meeting Federal Transit Administration (FTA) requirements

SAMPLE

Exhibit B

Task Orders

SAMPLE

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

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

WHEREAS, the parties entered into the Agreement for CONSULTANT to perform engineering design and construction management services in connection with RTC's Bus Stop Improvement and Connectivity Program through June 2022; and

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

WHEREAS, this Task Order is for services to be performed in connection with projects in RTC's 2019 construction season; and

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

NOW, THEREFORE, RTC and CONSULTANT agree as follows:

1. TERM

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

2. SCOPE OF SERVICES

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

3. SCHEDULE OF PERFORMANCE

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

4. COSTS

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

5. MAXIMUM COMPENSATION

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

6. OTHER PROVISIONS

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

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

APPROVED AS TO LEGALITY AND FORM

By: _____

Dale E. Ferguson, Esq.
RTC Legal Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____

Lee G. Gibson, AICP, Executive Director

[Insert Firm Name]

By: _____

[Insert Name, Title]

**Task Order #1
Master Services Agreement dated March 25, 2019**

This Task Order No. 01 (this "Task Order") is dated and effective as of March 25, 2019, in accordance with the terms and conditions of the Master Services Agreement dated March 25, 2019 (the "Agreement"), by and between the Regional Transportation Commission of Washoe County ("RTC") and CA Group, Inc. ("CONSULTANT").

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

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

WHEREAS, this Task Order is for services to be performed in connection with projects in RTC's 2019 construction season; and

WHEREAS, RTC's Board of Commissioners approved this Task Order on March 15, 2019.

NOW, THEREFORE, RTC and CONSULTANT agree as follows:

1. TERM

The term of this Task Order shall be from the date first written above through June 30, 2020, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions of the Agreement. The term of this Task Order cannot exceed the term of the Agreement.

2. SCOPE OF SERVICES

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

3. SCHEDULE OF PERFORMANCE

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

4. COSTS

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

5. MAXIMUM COMPENSATION

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

Total Design Services: (Tasks 1.0, 2.0, 3.0 and 5.0)	\$184,170.00
Total OPTIONAL Design Services: (Tasks 2.2.B, 4.0 and 6.0)	\$53,640.00
Total OPTIONAL Construction Services: (Tasks 7.0 to 9.0)	\$183,895.00
<u>Total OPTIONAL Construction Contingency: (Task 10.0)</u>	<u>\$20,000.00</u>
Total (Including Optional Services)	\$441,705.00

6. OTHER PROVISIONS

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

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

APPROVED AS TO LEGALITY AND FORM

By: _____
Dale E. Ferguson, Esq.
RTC Legal Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Lee G. Gibson, AICP, Executive Director

CA GROUP, INC.

By: _____
Chad Anson, PE, Vice President

Exhibit A

Scope of Services and Schedule

SAMPLE

SCOPE OF SERVICES
FOR THE
BUS STOP IMPROVEMENT AND CONNECTIVITY PROGRAM

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

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

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

The duration of the project development and design portion of the project is assumed to be three (3) months.

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

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

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

2.2 Utility Investigation/Depiction. CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably affected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features if there is reason to expect conflict due to vertical clearances. All

located, existing underground utilities will be shown on the Plan Sheets accompanied with the following “Note: Subsurface utilities are depicted by their Quality Levels in accordance American Society of Civil Engineers Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). All utility information shown hereon is depicted to Quality Level “C”, unless otherwise noted.”

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

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

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

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

One hundred (100) bus stop locations are assumed.

2.3.A Surveying. These services will not be provided at all bus stop locations. Some locations may have a more complex design and may require staking to properly locate and construct the improvements. Five (5) sites are assumed to need survey. The following are examples of anticipated survey:

- Existing curb and gutter stakes at 50 foot stations and 25 foot stations at returns.
- Right-of way boundary for areas around proposed bus stop improvements

- Location of existing storm drains, retaining curbs, sidewalks or walls, utility pull boxes and vaults.

- 2.4 Cost Estimates. CONSULTANT will prepare a preliminary cost estimate suitable for RTC review. Items identified during Field Review and Data Collection, Task 2.3, will be included in the Cost Estimate.
- 2.5 Prioritization. CONSULTANT will work with the RTC Project Manager and Transit to further prioritize the list of bus stop improvements.

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

- 3.0 Design. Sixty (60) bus stop locations are assumed.
- 3.1 Permitting
- 3.1.A CONSULTANT shall coordinate with the City of Reno as necessary to determine Encroachment and Excavation Permit requirements. Two (2) Permits will be required for bus stop improvements located within the City of Reno (one (1) permit north of the Truckee River and one (1) permit south)
- 3.1.B CONSULTANT shall coordinate with the City of Sparks as necessary to determine Encroachment and Excavation Permit requirements. One (1) Permit will be required for bus stop improvements located within the City of Sparks
- 3.1.C CONSULTANT shall prepare and submit Occupancy Permits for bus stop improvements located on NDOT routes. One (1) Permit will be required for bus stop improvements located within NDOT right-of-way.
- 3.2 Constructability Review. CONSULTANT shall facilitate a one day workshop to perform a Constructability Review of the Project prior to the 100% submittal. The intent is to review plans, specifications, and construction approach to minimize potential construction change orders and ensure clear intent is provided. Field personnel, Designer, Project Manager and RTC Project manager shall attend a field review of some of the more complex bus stop improvements. Discussion topics include review of design in the field, project plan clarity, conflict identification, maintenance of traffic, limitations of operations, schedule and phasing.
- 3.2.A Prior to 60% submittal, CONSULTANT shall develop construction working day duration estimate and construction phasing plan based

on final list of improvements. Define traffic impacts, schedule constraints and reasonable limitations of operations

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

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

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

- Title Sheet
- Legend, General Notes, and Abbreviations
- Standard Bus Pad Detail (scales as noted)
- Plan Sheets (at 1"=20' scale). Estimated 2 to 4 locations per plan sheet
- Special Detail Sheets (at 1"=10' scale)
- Standard Detail Sheets (scales as noted).

The Contract Documents and Technical Specifications for bus stop locations located in the limits of the City of Reno, City of Sparks and Washoe County will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book.

The Contract Documents and Technical Specifications for bus stop location located within Nevada Department of Transportation (NDOT) right-of-way will reference the latest edition of the NDOT Standard Specifications for Road and Bridge Construction (Silver Book) and the NDOT Standard Plans for Road and Bridge Construction for standard construction items. Technical provisions will be prepared for approved deviations from the Silver Book and unique construction items not adequately covered in the Silver Book. The final plans and specifications will be signed and sealed

by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, Local Entity, NDOT, utility agencies and other affected parties for review at the 60%, 100%, and final stages of completion per the following:

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

3.3.B Independent Checker. An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.

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

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

number of working or calendar days, as appropriate, for the construction of the projects.

- 4.0 Right-of-Way. CONSULTANT will obtain record right-of-way based upon Washoe County GIS information. Right-of way will be tied to the roadway centerline and existing monuments, as necessary for Permanent Easements. Right-of-way information will be shown on the project plans. No further resolution of the roadway right-of-way is included in this task.
- 4.1 Permanent Easements and Temporary Construction Easements. It is estimated approximately five (5) parcels will require permanent and/or temporary easements to construct the planned improvements. CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of five (5) individual parcels. This will include property record research, drafting of property boundaries from record descriptions, calculations of search coordinates for filed boundary survey, field boundary survey on each affected parcel, post processing and reduction of field data, boundary resolution based upon field findings, preparation of legal descriptions and exhibit maps of individual affected parcels. CONSULTANT shall pull preliminary Title Reports and updates as necessary for each affected parcel.
- 4.2 Permission to Construct. It is estimated approximately ten (10) parcels will require Permission to Construct to construct the planned improvements. CONSULTANT will provide an encroachment exhibit and vesting deeds for each parcel for use in RTC's discussion with property owners to acquire Permission to Construct.
- Right-of-way appraisal, property owner negotiations, escrow coordination and title clearance is not included within this task.
- Deliverables – property boundary for five (5) parcels along with exhibit maps, legal descriptions, and title report for permanent and/or temporary construction easements on each parcel. Encroachment exhibits and vesting deeds for permissions to construct. Right-of-Way summary spreadsheet detailing easement type, size, and reason by parcel. Ten (10) permission to construct exhibits to also be provided.
- 5.0 Bidding Services
- 5.1 Plan Set and Specification Distribution. CONSULTANT will provide RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the Ebid system.
- 5.2 Pre-bid Meeting. CONSULTANT will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to RTC.

CONSULTANT will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the RTC.

5.3 Requests for Information (RFI) and Addenda. CONSULTANT will answers to RFIs from the bidders as forwarded and requested by the RTC. If necessary, CONSULTANT will prepare plan sheets or specification for addenda to the bid package.

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

6.0 Design Contingency (OPTIONAL)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 1.0 to 5.0. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

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

7.1 Provide Contract Administration and Project Management services as follows:

- Attend the preconstruction conference
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Review and stamp contractor's submittal for conformance to the contract documents, including specified material certifications, plantmix bituminous pavement and Portland Cement concrete mix designs
- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Supervise the inspection, surveying and material testing activities

- Provide recommendations to the RTC for any necessary construction changes due to field conditions
 - Assist in change order review and approval
- 7.2 Construction Surveying. These services will not be provided at all bus stop locations. Surveying will be provided at areas where the construction activities are performed outside right-of-way and require either an easement or permission to construct. Some location may have a more complex design and may require staking to properly locate and construct the improvements. Twenty sites are assumed need staking; This include the fifteen (15) sites for right-of-way and five (5) sites for more complex design. The following are examples of anticipated construction staking:
- Final curb and gutter stakes at 50 foot stations and 25 foot stations at returns.
 - Offset stakes for easement and permission to construct agreements.
 - Offset stakes for curb cut ramps, storm drains, retaining curbs or walls, pedestrian push button poles, utility pull boxes and vaults.
 - Roadway monuments, referenced in four directions.
- 7.3 Inspection
- 7.3.A Provide Inspector. Provide one full time and one quarter time inspector during all construction activities. 8-hour work days and a 60 working day contract period are anticipated. This inspector will:
- Attend the preconstruction conference
 - Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
 - Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
 - Prepare daily inspection reports, submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s).
 - Provide quantity reports and assist in contractor's monthly progress payments
 - Provide verification of the distribution of public relation notices required to be delivered by the contractor
 - Assist in preparation of the Punch List
 - Maintain a field blue-line set of drawings to incorporate contractor record drawing mark-ups
 - Maintain and provide testing and inspection documentation meeting FTA Requirements

8.0 Materials Testing (OPTIONAL)

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

9.0 As-Built Information (OPTIONAL)

- 9.1 Record Drawings. Provide as-built record drawings for the completed project. Two sets of electronic drawings, in single file PDF format (22" x 34" at 300 dpi), on diskette will be provided to RTC for its files and distribution to the Local Entity. The PDF file shall include all plan sheets in one file with index/bookmark for easy access to different sheets or sections of the plan set.
- 9.2 The Record Drawings shall include a scan of the original title sheet (including the appropriate signatures by RTC, local government, signed and stamped by the CONSULTANT) and identified as record drawings.
- 9.3 The final record drawings must be identified, dated, and signed as the record drawings and must also contain the engineer's stamp and signature. The Consultant may either:
- 9.3.A.1 Provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as the record drawings, or
 - 9.3.A.2 Provide new engineer-stamped/signed reproducible drawings identified as the record drawings.

Deliverables – Electronic copies on CD or Flash drive that contain daily inspection reports, testing results, material submittals and reviews, before and after pictures and as built plans. Provide letter certifying that as-built condition of Bus Stops constructed is ADA compliant.

10.0 Construction CONTINGENCY (OPTIONAL)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 6.0 to 9.0. If CONSULTANT

determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

SAMPLE

Exhibit B

Cost Proposal

SAMPLE

COST PROPOSAL

Contract Information: RTC 19-11 Bus Stop Improvement Project
 Consultant Information: CA Group
 Project Manager: Judy Tortelli

Task No.	Task Name	Billable Rate									Total Labor Hours	Loaded Labor Costs	Subconsultant Hours	Subconsultant Costs	
		\$70.00	\$185.00	\$185.00	\$97.50	\$60.00	\$60.00	\$100.00	\$110.00						
Task No.	Description	Project Principal	Project Manager	Engineer	Engineering Intern / Designer	CADD Technician	Clerical	Independent QA/QC	Inspector						
1.0	Project Management														
	Project Set up and Admin		10								10				\$3,920
	Monthly Monitoring		17								17				\$3,870
	Progress and Schedule Reporting		17								16				\$3,870
	Quality Assurance		17								14				\$2,580
	Coordination with RTIC Inc		2								2				\$3,240
	Hours Subtotal:		16	155	0	0	0	0	0	0	154	0	0		\$21,660
	Cost Subtotal:	\$2,500.00	\$19,600.00	\$0.00	\$0.00	\$0.00	\$2,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$21,660.00
2.0	Project Development														
2.1	Develop Parameters		40	16		40									\$13,620
2.2	Utility Investigation		16	8		16									\$5,680
2.2.A	Utility Coordination		40												\$7,400
2.2.B	Notable (OPTIONAL)														\$0
2.3	Field Review/Data Collection		16	20		132		16	8		194				\$21,430
2.4	Cost Estimates		8	8		24		4			40				\$6,080
2.5	Prioritization		8	8		20		12	4		52				\$6,160
	Hours Subtotal:		120	173	0	172	0	20	16	0	406	0	0		\$7,000
	Cost Subtotal:	\$1,160.00	\$23,600.00	\$8,700.00	\$72.00	\$0.00	\$1,400.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$7,000
3.0	Design														
3.1	Permitting		60								60				\$11,100
3.2	Constructability Review		10	8		8					26				\$4,240
3.3	90% and 100% Plans		60	120		404		4	8		600				\$60,520
	Hours Subtotal:		130	128		404		4	8	0	686	0	0		\$77,060
	Cost Subtotal:	\$1,840.00	\$25,160.00	\$18,500.00	\$36,760.00	\$0.00	\$0.00	\$640.00	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00		\$77,060
4.0	Right of Way (OPTIONAL)														
4.1	Permanent and Temp Easements (OPTIONAL)		2	8		40					50				\$6,200
4.2	Permission to Construct (OPTIONAL)		1	2		20					27				\$3,130
	Hours Subtotal:		3	10		60					77				\$9,330
	Cost Subtotal:	\$600.00	\$1,100.00	\$1,760.00	\$5,860.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$7,550
5.0	Bidding Services														
5.1	Plan Set and Specification Distribution		8	4		4					16				\$1,710
5.2	Pre-bid Meeting		4	4		4					8				\$1,520
5.3	RFI and Addenda		2	4		6					14				\$1,790
5.4	Bid Opening		8	8		8					16				\$1,480
	Hours Subtotal:		22	20		22					44				\$6,400
	Cost Subtotal:	\$0.00	\$3,930.00	\$1,740.00	\$1,170.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$7,840
6.0	Design Contingency (OPTIONAL)														
	Design Contingency (OPTIONAL)		0	0		0					0				\$0
	Hours Subtotal:		0	0		0					0				\$0
	Cost Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0
7.0	Construction Services (OPTIONAL)														
7.1	Construction and Project Management		0	130							130				\$28,470
7.2	Construction Surveying		0								0				\$0
7.3	Inspection		0								0				\$66,000
	Hours Subtotal:		0	130							130				\$28,470
	Cost Subtotal:	\$1,230.00	\$24,030.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66,000.00	\$0.00	\$0.00		\$94,860
8.0	Materials Testing (OPTIONAL)														
	Materials Testing		0	0		0		0	0		0				\$0
	Hours Subtotal:		0	0		0		0	0		0				\$0
	Cost Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0
9.0	As-Built Information (OPTIONAL)														
	As-Built Information		0	0		40					40				\$6,260
	Hours Subtotal:		0	0		40					40				\$6,260
	Cost Subtotal:	\$0.00	\$1,480.00	\$0.00	\$0.00	\$2,400.00	\$2,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$6,260
10.0	Construction Contingency (OPTIONAL)														
	Construction Contingency (OPTIONAL)		0	0		0					0				\$0
	Hours Subtotal:		0	0		0					0				\$0
	Cost Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0
	Overall Hours Totals:	39	570	212	712	48	116	20	608	0	2706	0	0		
	Loaded, OH Costs Totals:	\$7,360	\$97,310	\$30,760	\$66,420	\$2,400	\$6,800	\$3,200	\$68,800	\$0	\$606,800	\$0	\$0		\$122,400

Basic Direct Labor Cost	\$177,110
Optional Basic Direct Labor Cost	\$107,100
Subconsultant Cost	\$6,520
Optional Subconsultant Cost	\$125,400
Direct Expenses	\$1,000
Contingency	\$21,850
Total Estimated Services	\$447,780

Task No.	Task Name	Labor Hours	Task Subtotal	Item
1.0	Project Management	154	\$23,480	Project Management
2.0	Project Development	406	\$62,380	Project Development
2.2.B	Sub - Potting (OPTIONAL)	0	\$1,000	Sub - Potting (OPTIONAL)
2.3	Mapca - Survey	0	\$6,000	Mapca - Survey
3.0	Design	686	\$61,660	Design
4.0	Right of Way (OPTIONAL)	77	\$9,330	Right of Way (OPTIONAL)
4.1	Mapca - Perm and TCE (OPTIONAL)	0	\$13,250	Mapca - Perm and TCE (OPTIONAL)
4.2	Mapca - PTC (OPTIONAL)	0	\$23,000	Mapca - PTC (OPTIONAL)
5.0	Bidding Services	44	\$6,740	Bidding Services
5.1	Direct Expense - Reproduction	0	\$1,000	Direct Expense - Reproduction
6.0	Design Contingency (OPTIONAL)	0	\$0,000	Design Contingency (OPTIONAL)
	Design Subtotal		\$237,810	
7.0	Construction Services (OPTIONAL)	730	\$94,430	Construction Services (OPTIONAL)
7.2	Mapca - Const Survey (OPTIONAL)	0	\$11,500	Mapca - Const Survey (OPTIONAL)
7.3	CME - Inspection (OPTIONAL)	0	\$28,800	CME - Inspection (OPTIONAL)
8.0	CME - Materials Testing (OPTIONAL)	0	\$48,130	CME - Materials Testing (OPTIONAL)
9.0	As-Built Information (OPTIONAL)	40	\$6,260	As-Built Information (OPTIONAL)
10.0	Construction Contingency (OPTIONAL)	0	\$0,000	Construction Contingency (OPTIONAL)
	Construction Subtotal		\$265,890	
	Total Contract Total		\$447,700	

Schedule

RTC 19-11

Bus Stop Improvement Project

Milestone	Begin	End	Duration
RTC Board Approval	3/21/2019		
NTP	3/25/2019		
Preliminary Design	3/25/2019	5/6/2019	6 Weeks
Preliminary Design Submittal	5/7/2019		
RTC Review	5/11/2019	6/1/2019	3 Weeks
Final Design	6/2/2019	6/30/2019	4 Weeks
Final Design Submittal	7/1/2019		
RTC Review	7/2/2019	7/23/2019	3 Weeks
Finalize Plans	7/24/2019	7/31/2019	1 Week
Final Plans to RTC	8/1/2019		
Advertise	8/8/2019	9/5/2019	4 Weeks
Pre Bid Meeting	8/22/2019		
Bid Opening	9/5/2019		
Construction NTP	10/7/2019		90 Calendar Days
Construction Complete	1/5/2020		for Construction

Exhibit C

Hourly Rates

Category	Hourly Rate	Notes

SAMPLE

RTC 19-11 Bus Stop Improvement Project
CA Group Personnel Classification and Rate Schedule

Principal..... \$230.00
Chad Anson

Project Manager..... \$185.00
Dean Mottram
Peter Booth (Constructability)

Independent Checker..... \$160.00
Paul Frost
Fidel Calixto

Engineer.....\$145.00
Jim Ceragioli
Scott Carrol
Steve Bird
Bao Tran
Helena Murvosh
Valerie Flock

Engineering Intern..... \$97.50
Trevor Howard
Angelie Tiongson
Jennifer Jarquin

CADD Technician..... \$60.00
Alyssa Young
Elisa Chaney

Clerical.....\$60.00
Lori Decker

Inspector.....\$110.00
George Nicely
Trevor Howard

Rate Schedule associated with Task Order #1
Rate Schedule for subsequent Task Orders will increase based on Consumer Price Indexing

Exhibit D

Indemnification and Insurance Requirements

SAMPLE

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE AGREEMENTS
[NRS 338 DESIGN PROFESSIONAL]
2018-08-20 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) 348-0171.

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

All policies shall provide for and include endorsements confirming that at least thirty (30) days' 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 notice to RTC as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or material change in the insurance required under this Agreement.

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all subconsultants as insureds under its policies OR shall cause each subconsultant employed by CONSULTANT to purchase and maintain insurance of the types specified herein. 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

Exhibit E

FTA Required Clauses

SAMPLE

FTA REQUIRED CLAUSES**CLAUSE 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.).

CLAUSE 6 - 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.

CLAUSE 7 - 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.

CLAUSE 8 - 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.

CLAUSE 9 - 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.

CLAUSE 10 - 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.

CLAUSE 12 - 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.

CLAUSE 13 - 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.

CLAUSE 14 - 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, "Nonprocurement Suspension and Debarment," 2

CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 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.

CLAUSE 16 - 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.

CLAUSE 19 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) [49 C.F.R. part 26]

- A. The RTC has established a DBE Program pursuant to 49 C.F.R. Part 26. The requirements and procedures of RTC's DBE Program are hereby incorporated by reference into this Agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Failure by the Contractor to carry out RTC's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement and may be grounds for termination of this Agreement, or other such remedy as RTC deems appropriate, which may include, but is not limited to withholding monthly payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible. The Contractor shall ensure that compliance with RTC's DBE Program and the requirements of 49 C.F.R. Part 26 be included in any and all subcontracts entered into which arise out of or are related to this Agreement.

- B. For purposes of this Agreement, the RTC will accept only DBEs that are:
1. Certified at the time of bid opening or proposal evaluation, by the RTC or the Unified Certification Program; or
 2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received Federal Transit Administration approval; or
 3. Certified by another agency approved by the RTC.
- C. The Contractor must take necessary and reasonable steps to ensure that DBEs have a fair opportunity to participate in this Agreement. If the Contractor qualifies as a certified DBE in accordance with the requirements of 49 C.F.R. Part 26, Subpart D, or is joint venturing with a DBE certified in accordance with the cited regulations, a copy of the DBE certification(s) issued by a Unified Certification Program (UCP) in accordance with the cited regulations, and a description of the dollar value of the proposed work that it intends to perform with its own forces, together with a statement of the percentage interest in the Contract held by a joint venture DBE must be submitted. The Contractor must provide (1) written documentation of the Contractor's commitment to use identified DBEs; and (2) written confirmation from the DBE that it is participating in the Agreement.
- D. Contractor shall not terminate DBE subcontractors listed in the DBE Participation Schedule without RTC's prior written consent. The RTC will provide its written consent only if Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Agreement for any reason, Contractor shall make good-faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify The RTC in writing of its efforts to replace the original DBE. These good-faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was terminated, to the extent needed to meet the contract goal established for this procurement.
- E. The Contractor is require to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the RTC. In addition, if the Contractor holds retainage from its subcontractors, it shall return any retainage to those subcontractors within 30 days after the subcontractor's work related to the Agreement is satisfactory completed.

CLAUSE 20 - 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.

CLAUSE 22 - TRANSIT ASSET MANAGEMENT

The Contractor agrees to comply and facilitate compliance with all applicable provisions of 49 U.S.C. § 5326 and 49 C.F.R. Part 625, as may be amended.

CLAUSE 23 - SAFETY

The Contractor agrees to comply and facilitate compliance with all applicable provisions of 49 U.S.C. § 5329 and any implementing regulations that FTA may issue.

CLAUSE 24 - FEDERAL MOTOR CARRIER SAFETY

- A. Contractor shall comply with the economic and insurance registration requirements of the U.S. Federal Motor Carrier Safety Administration ("FMCSA") and 49 U.S.C. § 31138(e).
- B. Contractor shall comply with the safety requirements of FMCSA.
- C. Contractor shall comply with the driver's license requirements of FMCSA.

CLAUSE 25 - VETERANS PREFERENCE

- A. As provided in 49 U.S.C. § 5325(k), to the extent practicable, Contractor and its subcontractors shall give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under the Agreement.
- B. As provided in 49 U.S.C. § 5325(k), to the extent practicable, Contractor and its subcontractors shall not require any lower-tier subcontractor to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, and individual with a disability, or a former employee.

CLAUSE 26 - PREVAILING WAGE AND ANTI-KICKBACK COMPLIANCE

- A. Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. § 3141-3144 and 3146-3148, as supplemented by U.S. Department of Labor regulations at 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute,

Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week.

- B. Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by U.S. Department of Labor regulations at 29 CFR Part 3, "Contractors and Subcontractor on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**CLAUSE 27 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-
CONSTRUCTION**

- A. Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the U.S. Department of Labor regulations at 29 CFR Part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.
- B. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by this clause.
- C. The Federal Transit Administration shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to

satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

- D. In any subcontracts, Contractor and its subcontractors shall insert the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this Agreement.

CLAUSE 28 - 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.

CLAUSE 29 - WHISTLEBLOWER PROTECTIONS

Contractor certifies that it is in compliance with Federal whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, 41 U.S.C. § 4304, and 41 U.S.C. § 4310.

CLAUSE 30 - NATIONAL TRANSIT DATABASE

If Contractor is a public transportation operator, Contractor shall comply with (i) 49 U.S.C. § 5335(a), which authorizes the National Transit Database ("NTD"); (ii) the NTD

reporting system and the Uniform System of Accounts and Records; (iii) Federal Transit Administration regulations, "Uniform System of Accounts and Records and Reporting System," found at 49 CFR Part 630; (iv) reporting relating to and the condition of its public transportation assets, as provided in Federal Transit Administration regulations, "Transit Asset Management; National Transit Database," 49 CFR Parts 625 and 630; (v) any other applicable reporting regulations and requirements; and (vi) Federal Transit Administration guidance.

CLAUSE 31 - FLY AMERICA [49 U.S.C. § 40118; 41 C.F.R. part 301-10; 48 C.F.R. part 47.4]

- A. As used in this section, "international air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- C. If available, Contractor, in performing work under this Agreement, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. In the event that Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, Contractor shall include a statement on vouchers involving such transportation as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR 47.403. [State reasons].

- D. Contractor shall include these requirements in each subcontract or purchase under this Agreement that may involve international air transportation.

CLAUSE 35 - 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.

CLAUSE 37 - OTHER ENVIRONMENTAL PROTECTIONS

- A. Contractor shall comply with all applicable environmental and resource-use laws, regulations, and requirements and shall follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements, and follow applicable guidance.
- B. Applicable requirements include but are not limited to (i) the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq., and related regulations, Executive Orders, and guidance; (ii) Federal Transit Administration guidance on environmental reviews; (iii) Executive Orders and circulars related to environmental justice; (iv) Wild and Scenic Rivers Act of 1968; (v) Coastal Zone Management Act of 1972; (vi) the Endangered Species Act of 1973; (vii) Magnuson Stevens Fishery Conservation and Management Act; (viii) Comprehensive Environmental Response, Compensation, and Liability Act; (ix) Executive Order No. 11990 relating to "Protection of Wetlands;" (x) Executive Order Nos. 11988 and 13690 relating to "Floodplain Management;" (xi) 49 U.S.C. § 303, 23 CFR Part 774, and 49 CFR Part 622; (xii) historic preservation requirements; and (xiii) policies promoting the preservation of places and objects of religious importance to Native Americans.

CLAUSE 38 - LABOR REQUIREMENT

Contractor shall comply with the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq. to the extent the FLSA applies to employees performing work with Federal assistance involving commerce, and as the Federal Government otherwise determines applicable.

CLAUSE 39 - INSURANCE REQUIREMENT

Contractor shall comply with flood insurance laws and guidance as follows:

- A. Contractor shall have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing Federal assistance to acquire, construct, reconstruct, repair, or improve that building.
- B. Each such building and its contents will be covered by flood insurance in an amount at least equal to the Federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001, et seq., whichever is less.
- C. Contractor shall follow Federal Transit Administration guidance, except to the extent Federal Transit Administration determines otherwise in writing.

CLAUSE 40 - GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA

If the work or related activity directly or indirectly involves spatial data, or geographic information systems, Contractor shall follow U.S. Office of Management and Budget Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19, 2002, and U.S. Office of Management and Budget Circular A-16 Supplemental Guidance, "Geospatial Line of Business," November 10, 2010.

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.

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.

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

March 15, 2019

AGENDA ITEM 3.10

TO: Regional Transportation Commission

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



Lee G. Gibson, AICP
Executive Director

SUBJECT: Procurement for the selection of Engineering Professional Services for the Design of the Center Street Cycle Track and Sierra Street Bicycle Lane Project

RECOMMENDATION

Authorize the procurement for the selection of Engineering Professional Services for the Design of the Center Street Cycle Track and Sierra Street Bicycle Lane Project.

SUMMARY

The RTC conducted a study of the bicycle facility options on Center and Sierra Streets. After a robust public outreach including presentations to RTC Board and the City of Reno staff recommends a two-way cycle track on Center Street as well as a southbound bicycle lane on Sierra Street.

The procurement will begin the process of a qualification-based selection to select a Service Provider to perform Engineering services to develop the design for the Center Street Cycle Track and Sierra Street Bicycle Lane Project.

FISCAL IMPACT

Appropriations are included in the FY 19 Budget and FY 19 Program of Projects.

PREVIOUS ACTIONS BY BOARD

January 18, 2019 Approved Bicycle Facility Alternatives Analysis, for Center, Sierra and Virginia Streets Report.

August 17, 2018 Acknowledge receipt of a report on the Bicycle Facility Alternatives Analysis for Center, Sierra and Virginia Streets and provided direction.

May 18, 2017	Approved the 2040 RTP
June 15, 2017	Approved the Bicycle & Pedestrian Master Plan
August 17, 2017	Approved the FFY 2018-2022 RTIP

ADDITIONAL BACKGROUND

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

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

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations regarding this report.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

March 15, 2019

AGENDA ITEM 3.11

TO: Regional Transportation Commission

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



Lee G. Gibson, AICP
Executive Director

SUBJECT: ViriCiti Electric Bus Telematics and Smart Charging Agreement

RECOMMENDATION

Approve an agreement with ViriCiti in an amount not to exceed \$86,305 for a technology package to provide real-time status monitoring of electric buses and charging stations; authorize the RTC Executive Director to execute the agreement.

SUMMARY

The RTC now has 21 Proterra electric buses accounting for over one-third of our active fixed-route fleet. The ability to accurately monitor the state of charge for each bus is critical to ensure the battery range on the buses is adequate for them to complete their scheduled revenue service and to optimize on-route charging time to keep the buses on schedule.

Over the past year, the RTC has been testing a third-party software and hardware package developed by ViriCiti telematics on one of our electric buses. This package provides real-time data on vehicle and energy statistics, driver behavior and maintenance error codes. In addition, it will monitor the charger station status and offer smart charging solutions. ViriCiti has the only third-party software that has successfully integrated with the data provided by electric buses. Staff recommends expanding the system to cover the entire electric fleet. This software will provide the RTC with the information necessary to assess the electric buses and charger performances and enable our operator to better manage the electric bus fleet; thereby, providing reliable services to our passengers.

FISCAL IMPACT

Funding for this agreement is included in the FY 2019 Board approved budget.

PREVIOUS BOARD ACTIONS:

There has been no previous action on this item.

Attachment



RTC Electric bus telematics and smart charging proposal

201700334

SAMPLE

To:
David Carr
RTC of Washoe (Reno)

Prepared by:
Joel Torr
ViriCiti

Date:
March 07, 2019

Offer

Integration costs

The chargers need to be integrated with the ViriCiti framework. Initial development costs include the integration of the charger to the ViriCiti framework, set up of servers and development of the bi-directional communication.

Development	Proterra DC chargers
Development for smart charging using Proterra on-route charger	<ul style="list-style-type: none"> • 240 hours

Integration time

To ensure high quality of the system a time period of 3 months for integration and testing will be scheduled. This period will provide sufficient time for testing and possible bug fixes.

Month 1	Month 2	Month 3
<ul style="list-style-type: none"> • Development 	<ul style="list-style-type: none"> • Testing & bug fixes 	<ul style="list-style-type: none"> • Installation & deployment • Final acceptance

Licenses - Bus Operators

Each connected system requires a software license for data access. Within this license, ViriCiti covers all costs for data transfer, data storage, updates, administration and future developments. ViriCiti offers the following licenses for Operators:

Basic package



Vehicle

Basic

- + Vehicle Statistics
- + Route Energy Statistics
- + Management Reports
- + Faults & Warnings
- + Incident Reporter

Optional packages

Driver Behavior

- + Driver Statistics
- + Regenerative braking profile
- + Summary reports

Maintenance

- + Remote Diagnostics
- + Battery Statistics



Charging station

Basic

- + Real-time overview of charging processes
- + Charger status, speed and efficiency
- + Charge session reports

Smart Charging

- + Load balance between chargers
- + Set maximum peak load
- + Prioritize chargers

Pricing for Operator Licenses are shown below:

Amount of assets	1-9	10-19	20-49	50-99	100-249	250-500
Vehicles						
Basic	\$ 75	\$ 70	\$ 65	\$ 60	\$ 55	\$ 50
Driver Behavior	\$ 15	\$ 13.50	\$ 12	\$ 10.50	\$ 9	\$ 7.50
Maintenance	\$ 17.50	\$ 15	\$ 12.50	\$ 10	\$ 8	\$ 6
Charging stations						
Charge Monitoring	\$ 25	\$ 22.50	\$ 20	\$ 17.50	\$ 15	\$ 12.50
Smart Charging	\$ 45	\$ 42.50	\$ 40	\$ 37.50	\$ 35	\$ 32.50

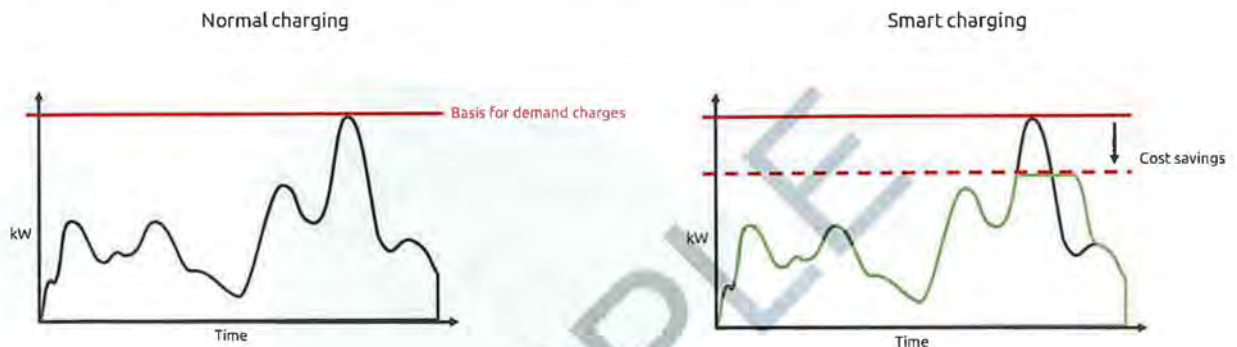
Prices in the table are per asset per month

Smart charging

Smart charging can save on energy costs

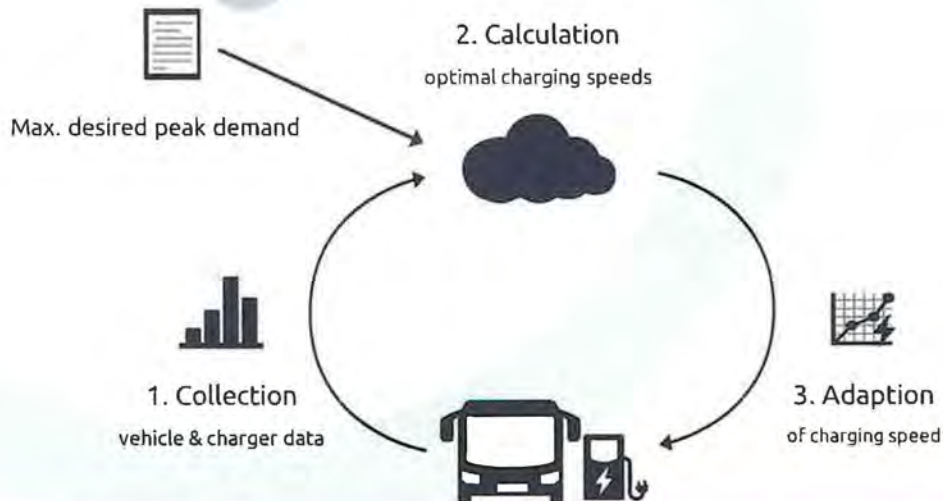
When the number of buses and chargers increases, the energy consumption and peak power demands follow suit. This increase consists of 3 main parts:

- **Grid upgrade costs** for the installation required for the higher peak power demand
- **Time of Use rates** for the charged energy during on- and off-peak times and seasons
- **Demand Charges** based on the peak power demand per month



How our smart charging solution works

The ViriCiti smart charging solution manages the individual chargers from the cloud. Using specific parameters from the transit authority it creates and maintains an optimal charging strategy. This ensures that all the right vehicles will have sufficient battery range to run their routes without concern.



Offer overview

The offer from above is summarised within this table:

Name	Quantity	Price	Total
Vehicle Hardware			
Datahub	20	\$999	\$19,980
*Hardware for 20 Proterra electric buses			
Vehicle licensing			
Operator Basic (bus)	20	\$780 / 1 year	\$15,600
Operator Driver Behavior (bus)	20	\$144 / 1 year	\$2,880
Operator Maintenance (bus)	20	\$150 / 1 year	\$3,000
Charger Hardware			
Datahub	2	\$1,049	\$2,098
*Required for bidirectional communication from the Proterra on-route charger environment to the ViriCiti cloud system			
Charger licensing			
Integration costs for On-route smart charging	240	\$95 / hour	\$22,800
*Costs are avoided if chargers procured comply with OCPP 1.6 or higher. This is for the Proterra on-route charger only			
License - Operator Charging Monitoring	17	\$270 / 1 year	\$4,590
License - Operator Smart Charging	17	\$510 / 1 year	\$8,670
Installation			
<input checked="" type="checkbox"/> 1st system	1	\$999 / each	\$999
<input checked="" type="checkbox"/> additional systems	19	\$499 \$299.40 / each 40% unit discount	\$5,688.60
Training			



Name	Quantity	Price	Total
<input type="checkbox"/> Onsite training	1	\$999 \$0 / each 100% unit discount	\$0
<input checked="" type="checkbox"/> Project kickoff and planning meeting	1	\$1,000 \$0 / Day 100% unit discount	\$0
*Onsite workshop @ RTC HQ to ensure all requirements are captured and an appropriate work plan is developed			
<input checked="" type="checkbox"/> 1 week of onsite integration	1	\$5,000 \$0 / week 100% unit discount	\$0
*2-3 engineers onsite @ RTC for the 1st week of operation to ensure 100% uptime			
			Total \$86,305.60

Terms & Conditions

Licenses

- The license comes with a one-year contract. After this timeframe the license will automatically be renewed every year;
- 90 days before the end of the license period it will be renewed automatically, if the contract has not been terminated;
- Three months after DataHub delivery the license will be activated automatically, if not activated before.
- After the first 12 months of license contract, the license contract may be terminated for convenience at any time and for any reason upon at least 90 days written notice. In the event of termination for convenience, Viriciti will return the license fee payments on a pro-rata basis for the remaining term of the lease contract. Viriciti will make this return payment within 45 days.

Hardware

- Standard warranty given for the hardware is 2 years after shipment;
- Alternative to purchasing, leasing plans for the hardware are available. Please contact sales for further information;

Payment conditions

- Viriciti shall submit payments to accountspayable@rtcwashoe.com
- Payment terms: 30 days after invoice date;

ENERGY IN CONTROL



- At acceptance of the offer, the initial engineering costs and hardware costs are invoiced;
- After integration and delivery of the full system, the annual license fee will be charged;
- The license fee is charged every year in advance;
- Offer is drafted excluding shipping costs, import costs and is excluding sales tax;

Delivery agreements

- After Receipt of Order (ARO) and delivery of CAN Matrix, it takes 1-2 weeks for product delivery;
- Incoterms of shipment: Delivered At Place (DAP);
- Installation of the hardware and training can be scheduled within 2 business days hrs ARO;
- Installation of hardware will complete within 6 weeks ARO, provided there is adequate cooperation between the PTO and PTA for timing and facility contacts;
- All deliverables will be complete within 8 weeks ARO; T
- This included hardware, licensing and training; subject to the cooperation from Proterra regarding their implementation of OCPP 1.6

Cellular services

- ViriCiti supplies the cellular services for the following countries:
 - In Europe: Andorra, Belgium, Bulgaria, Cyprus (Greece), Denmark, Germany, Estonia, Finland, France (and the overseas territories), Greece, Hungary, Ireland, Iceland, Italy, Croatia, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Austria, Poland, Portugal, Romania, San Marino, Slovenia, Slovakia, Spain, Czech Republic, Vatican City, United Kingdom and Sweden;
 - In North America: United States of America, Canada, Mexico;
- Any usage outside of the above listed countries will cause severe extra costs which will be invoiced to customer;

Data ownership and usage

- Data produced by the assets will remain the property of the customer;
- ViriCiti performs frequent anonymous analysis on system data to improve its products. The outcome of these analyses will become part of the ViriCiti system and are only accessible by ViriCiti staff;
- Results of analyzed data are the property of ViriCiti also after the cooperation has ended. This data can be published anonymously;
- At any time, the customer may request the removal of asset data. ViriCiti will immediately follow-up on this request;
- Data will be stored for one full year of operation. On request, ViriCiti will perform data exports beyond this time-frame;
- Above all, data is always handled and stored with the highest security protocols;

ENERGY IN CONTROL



Insurance - Indemnification

During installation and while on Customer's property, Viriciti will obtain all types and amounts of insurance set forth in Exhibit A. Viriciti's indemnification obligations are set forth in Exhibit A.

Federal Clauses

This agreement is funded, in whole or in part, with funds administered by the Federal Transit Administration. As a condition for receiving payment under this agreement, viriciti agrees to comply with the federally required clauses in Exhibit B

Public Records

RTC records are public records pursuant to NRS chapter 239 and are subject to inspection and copying by any person, unless declared by law to be confidential. This agreement and any information or records disclosed to RTC during performance shall be deemed to be public records subject to disclosure unless identified as confidential or proprietary by ViriCiti along with references to the legal authority supporting that claim. RTC retains its immunity pursuant to the provisions of NRS 239.012 for any "good faith" release of information, and the immunities from liability provided to it pursuant to NRS Chapter 41.

Binding Arbitration

Disputes and controversies shall be resolved in the appropriate court of competent jurisdiction. There shall be no binding arbitration requirement.

General Terms & conditions

In addition to these descriptions, the following terms and conditions apply:

- General terms and conditions of ViriCiti, supplied on <https://www.viriciti.com/terms-conditions-LLC>

Order of preference

The documents included or referred to in this document shall, in case of a conflict between two or more of the documents, be applied in the following order of priority:

- This proposal ("The Agreement")
- RTC Exhibit A, INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR MAINTENANCE, OPERATIONS & SERVICE AGREEMENTS
- RTC Exhibit B, FTA REQUIRED CLAUSES
- ViriCiti's General terms and conditions
- ViriCiti's brochure

Exhibit A

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR MAINTENANCE, OPERATIONS & SERVICE AGREEMENTS

2018-11-02 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF BID OR PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR DIRECTLY AT (775) 348-0171.

2. INDEMNIFICATION

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

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

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be 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. RTC reserves the right to require complete, certified copies of all required insurance policies, including all Subs' policies, at any 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

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, 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 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 and approved by 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 approved by 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 insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape or 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.

Exhibit B

FTA REQUIRED CLAUSES

CLAUSE 1 - BUY AMERICA [49 U.S.C. 5323(j); 49 C.F.R. part 661]

Not Applicable.

CLAUSE 2 - CHARTER SERVICE [49 U.S.C. 5323(d) and (r); 49 C.F.R. part 604]

Not Applicable.

CLAUSE 3 - SCHOOL BUS OPERATIONS [49 U.S.C. 5323(f); 49 C.F.R. part 605]

Not Applicable.

CLAUSE 4 - CARGO PREFERENCE [46 U.S.C. § 55305; 46 C.F.R. part 381]

If the Contractor uses Federal funds to purchase any capital items from foreign sources under the Agreement, the Contractor agrees:

- A. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately from dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside of the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in subsection A above to the RTC (through the Contractor in case of a subcontractor bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project.
- C. To include these requirements in all subcontracts issued pursuant to the Agreement which may involve the transport of equipment, materials, or commodities by ocean vessel.

CLAUSE 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.).

CLAUSE 6 - 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.

CLAUSE 7 - 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.

CLAUSE 8 - 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.

CLAUSE 9 - 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.

CLAUSE 10 - 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.

CLAUSE 11 - RECYCLED PRODUCTS [42 U.S.C. § 6962; 40 C.F.R. part 247; 2 C.F.R. part § 200.322]

Not Applicable.

CLAUSE 12 - 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.

CLAUSE 13 - 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.

CLAUSE 14 - 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, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 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:
 - I. 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.

CLAUSE 15 - PRIVACY ACT

Not Applicable.

CLAUSE 16 - 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.

CLAUSE 17 - PATENT RIGHTS AND RIGHTS IN DATA [2 C.F.R. part 200, Appendix II (F); 37 C.F.R. part 401]

Not Applicable.

CLAUSE 18 - TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS [49 U.S.C. § 5333(b); "13(c)"; 29 C.F.R. part 215]

Not Applicable.

CLAUSE 19 - 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.

CLAUSE 20 - 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.

CLAUSE 21 - SUBSTANCE ABUSE REQUIREMENTS [49 U.S.C. § 5331; 49 C.F.R. part 655; 49 C.F.R. part 40]

Not Applicable.

CLAUSE 22 - TRANSIT ASSET MANAGEMENT

Not Applicable.

CLAUSE 23 - SAFETY

The Contractor agrees to comply and facilitate compliance with all applicable provisions of 49 U.S.C. § 5329 and any implementing regulations that FTA may issue.

CLAUSE 24 - FEDERAL MOTOR CARRIER SAFETY

Not Applicable.

CLAUSE 25 - VETERANS PREFERENCE

Not Applicable.

CLAUSE 26 - PREVAILING WAGE AND ANTI-KICKBACK COMPLIANCE

Not Applicable.

**CLAUSE 27 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-
CONSTRUCTION**

Not Applicable.

**CLAUSE 28 - 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.

CLAUSE 29 - WHISTLEBLOWER PROTECTIONS

Contractor certifies that it is in compliance with Federal whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, 41 U.S.C. § 4304, and 41 U.S.C. § 4310.

CLAUSE 30 - NATIONAL TRANSIT DATABASE

Not Applicable.

CLAUSE 31 - FLY AMERICA [49 U.S.C. § 40118; 41 C.F.R. part 301-10; 48 C.F.R. part 47.4]

- A. As used in this section, "international air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- C. If available, Contractor, in performing work under this Agreement, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. In the event that Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, Contractor shall include a statement on vouchers involving such transportation as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR 47.403. [State reasons].

- D. Contractor shall include these requirements in each subcontract or purchase under this Agreement that may involve international air transportation.

CLAUSE 32 - BUS TESTING [49 U.S.C. § 5318(e); 49 C.F.R. part 665]

Not Applicable.

CLAUSE 33 - FEDERAL MOTOR VEHICLE SAFETY STANDARDS

Not Applicable.

CLAUSE 34 - PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES [49 U.S.C. 5323(m); 49 C.F.R. part 663]

Not Applicable.

CLAUSE 35 - 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.

CLAUSE 36 - SEISMIC SAFETY [42 U.S.C. 7701 et seq.; 49 C.F.R. part 41; Executive Order (E.O.) 12699]

Not Applicable.

CLAUSE 37 - OTHER ENVIRONMENTAL PROTECTIONS

- A. Contractor shall comply with all applicable environmental and resource-use laws, regulations, and requirements and shall follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements, and follow applicable guidance.
- B. Applicable requirements include but are not limited to (i) the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq., and related regulations, Executive Orders, and guidance; (ii) Federal Transit Administration guidance on environmental reviews; (iii) Executive Orders and circulars related to environmental justice; (iv) Wild and Scenic Rivers Act of 1968; (v) Coastal Zone Management Act of 1972; (vi) the Endangered Species Act of 1973; (vii) Magnuson Stevens Fishery Conservation and Management Act; (viii) Comprehensive Environmental Response,

Compensation, and Liability Act; (ix) Executive Order No. 11990 relating to "Protection of Wetlands;" (x) Executive Order Nos. 11988 and 13690 relating to "Floodplain Management;" (xi) 49 U.S.C. § 303, 23 CFR Part 774, and 49 CFR Part 622; (xii) historic preservation requirements; and (xiii) policies promoting the preservation of places and objects of religious importance to Native Americans.

CLAUSE 38 - LABOR REQUIREMENT

Contractor shall comply with the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq. to the extent the FLSA applies to employees performing work with Federal assistance involving commerce, and as the Federal Government otherwise determines applicable.

CLAUSE 39 - INSURANCE REQUIREMENT

Not Applicable.

CLAUSE 40 - GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA

Not Applicable.

SAMPLE

U.S. GENERAL TERMS AND CONDITIONS OF VIRICITI

1 Definitions

- 1.1 **Agreement:** shall mean the agreement between the Customer and ViriCiti for the delivery of Equipment, Software and/or Services.
- 1.2 **Customer(s):** shall mean any natural person or business entity with whom ViriCiti and its employees deal in the course of its business, including partner(s), representative(s), agent(s), successor(s) and including visitors of the ViriCiti website.
- 1.3 **Error:** shall mean any substantive failure of the Equipment, Software and/or Services to comply with functional or technical specifications specified in the applicable written offer to Customer by ViriCiti.
- 1.4 **ViriCiti:** shall mean ViriCiti LLC.
- 1.5 **Party or Parties:** shall mean ViriCiti and Customer, individually or collectively.
- 1.6 **Equipment:** shall mean the ViriCiti products to be provided pursuant to the Agreement.
- 1.7 **Service(s):** shall mean the full assortment of ViriCiti's services, including but not limited to consulting, research, application service provision, software as a service and/or other computer services.
- 1.8 **Software:** shall mean computer software, with accompanying documentation and specifications, including embedded software, non-final and/or uncompleted software and materials.
- 1.9 **Terms and Conditions:** shall mean these U.S. General Terms and Conditions of ViriCiti LLC.

2 Applicability

- 2.1 These Terms and Conditions apply to all offers of ViriCiti and exclusively govern the relationship between ViriCiti and Customers, and any Agreement or other agreements between ViriCiti and Customers, and any subsequent amendment to any agreement or the Agreement. These Terms and Conditions shall be applicable even if ViriCiti uses third parties to deliver Equipment, Software, and Services.
- 2.2 No other terms and conditions shall be binding upon ViriCiti unless accepted by it in writing. ViriCiti expressly rejects any general terms and conditions used by Customer. Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void and do not bind ViriCiti.
- 2.3 ViriCiti reserves the right to amend these Terms and Conditions at any time. New or amended general terms and conditions shall be applicable upon thirty (30) days notice to Customer.
- 2.4 In case of inconsistencies between the terms of an Agreement and those contained in these Terms and Conditions, those in the Agreement shall control.

3 Offers and Acceptance, Change Orders

- 3.1 All offers of ViriCiti are non-binding and may be revoked at any time, unless ViriCiti stated otherwise in writing. Any amendments made by ViriCiti in writing shall entail a new offer, automatically revoking the previous offer. Any amendments by Customer of a ViriCiti offer will be deemed a new offer by Customer, which ViriCiti may accept or reject in its sole discretion. Offers will only be deemed accepted by ViriCiti if it does so in writing.
- 3.2 All information, data or undertakings provided verbally or in documentation, price lists or other material related to Equipment, Software, and/or Services, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included and confirmed in writing in the Agreement with ViriCiti.

- 3.3 All offers are based on the information and documentation provided by Customer, and ViriCiti may rely on the accuracy thereof. Customer warrants the accuracy, completeness and reliability of the information and documentation, even if it originates with or is acquired from third parties.
- 3.4 Customer hereby understands and accepts that all samples, drawings, models, figures, dimensions, weights or any other specifications for Equipment, Software, and/or Services are estimates only, although ViriCiti will use best efforts to ensure their accuracy.
- 3.5 In the event that Customer desires to change the Equipment, Service(s), and/or Software, agreed upon in an Agreement, Customer shall submit to ViriCiti a change order request describing the nature of the changes requested. Within five (5) business days thereafter, provided that the change order is deemed feasible by ViriCiti, ViriCiti will provide Customer with a change order proposal. This proposal shall include the amount of additional fees, if any, payable to ViriCiti as a result of the proposed change order, as well as the impact, if any, on the delivery schedule arising from the proposed change order. Within ten (10) business days after receiving Customer's change order proposal, Customer shall accept or reject it by written notice to the ViriCiti; otherwise, the change order proposal shall be deemed rejected. No change order shall be binding upon either party unless signed by both parties. The rejection of a change order by any of the parties, does not affect the Agreement in any way.
- 3.6 The procedure set forth in Section 3.5 also applies in case ViriCiti, unforeseen at the moment of execution of the Agreement, reasonably believes that additional Equipment, Services, and/or Software is required in order for both parties to fully perform under, and comply with, the Agreement. Should parties not be able to agree upon an adjusted price, ViriCiti may terminate the Agreement without incurring any liability.

4 Customer Obligations

- 4.1 Customer shall timely provide ViriCiti with all details, information, materials, or services required by ViriCiti for the development, manufacturing, and/or delivery of the Equipment or Software, and/or the delivery of Services.
- 4.2 Customer shall solely be responsible for instructions or training given to, and use by users of the Equipment, Software and/or Services.
- 4.3 If Customer does not adequately meet the requirements of this Article 4, then ViriCiti retains the right to suspend the Agreement, and charge Customer for any extra costs, expenses and damages caused by Customer's failure.

5 Prices and Taxes

- 5.1 Unless stated in writing by ViriCiti otherwise, all prices are based on Ex Works Amsterdam, the Netherlands, and do not include packaging, transport, insurance, U.S. import duties and administrative costs and expenses, if any.
- 5.2 Configurations and prices of Equipment, Software and/or Services are subject to change at any time, and ViriCiti shall at all times be entitled to modify price lists, brochures, printed matter, quotations and other documents.
- 5.3 ViriCiti may pass through and otherwise charge Customer for any cost increases for (raw) materials and/or labor, or as a result of changes in the specifications and/or applicable laws.
- 5.4 All prices are exclusive of, and Customer shall pay, all taxes, duties, levies or fees, or other similar charges imposed on ViriCiti or Customer by any taxing authority (other than taxes imposed on ViriCiti's income), related to Customer's order, unless Customer has provided ViriCiti with an appropriate resale or exemption certificate for the delivery location, which is the location where Equipment and/or Software are used or Services are performed. In case of changes in law such that a tax is levied that is or becomes irrecoverable with a consequent increase to the costs to ViriCiti of delivering the Equipment, Software and/or Services, whereby and to such an extent ViriCiti is entitled to increase its prices accordingly and retro-actively.
- 5.5 The prices or fees quoted are in U.S. dollars, or in another currency if stated by ViriCiti in writing. Customer shall bear any exchange rate risk, unless otherwise agreement in writing.

5.6 All Agreements for the delivery of Equipment, Software and/or Services to Customer shall be treated as separate agreements.

6 Payment

- 6.1 Customer agrees to pay, without the right to set-off any amount, all invoiced amounts within thirty (30) days of the invoice date, unless stated otherwise in the Agreement or on the invoice. However, all amounts will be due immediately, in case Customer terminates or suspends all or a substantial portion of its business activities, becomes insolvent, admits its inability to pay its debts, or in case of the voluntary or involuntary filing of a petition for or adjudication of bankruptcy of Customer under any federal, state or municipal bankruptcy or insolvency act, the appointment of a receiver, trustee, custodian, or liquidator, or any act or action constituting a general assignment by Customer of its properties and/or interest for the benefit of creditors.
- 6.2 Unless agreed upon otherwise in the Agreement, license fees will be invoiced directly after execution of the Agreement for the first year month of the applicable license. Thereafter, license fees will be invoiced annually.
- 6.3 Where payment is not made within the terms set forth in this article, contractual interest shall be owed at a rate of 1.0% a month, or the highest rate allowed by law, if lower, with effect from the first day following expiration of the payment term referred to in this article; part of a month shall be considered a full month.
- 6.4 Payments made by Customer shall always be used first to meet all the interest and costs owed and subsequently for the settlement of claims under the Agreement which have remained outstanding for the longest period of time, even when Customer specifies that the payment relates to another claim.
- 6.5 Customer shall not be entitled to refuse to discharge or to suspend the discharge of its payment obligations on account of alleged disturbance of, defect or Error in the Equipment, Software and/or Services or on any other account whatsoever.
- 6.6 If ViriCiti believes that Customer's financial position and/or payment performance justifies such action, ViriCiti has the right to demand that Customer immediately furnish security in a form to be determined by ViriCiti, including but not limited to an Article 9 UCC security right, and/or make an advance payment. If Customer fails to furnish the desired security, ViriCiti has the right without prejudice to its other rights, to immediately suspend the further execution of the Agreement, and that which Customer owes to ViriCiti for whatever reason will become immediately due and payable.
- 6.7 Customer shall be liable for amounts which ViriCiti incurs to collect payment, including without limitation, collection agency fees, reasonable attorneys' fees and arbitration or court costs.

7 Lead Times, Implementation, Risk of Loss

- 7.1 ViriCiti shall deliver the Equipment, Software and/or Services in accordance with the Agreement. Delivery and/or development times, lead times, and any other deadlines and dates, are merely estimates, and ViriCiti cannot be held liable for any damages as a result of delay in delivery of the Equipment, Software and/or Services. Unless otherwise agreed in writing, failure to meet delivery times or delivery dates stated shall never be considered fatal, and if the time for delivery is exceeded, Customer shall not be entitled to cancel or terminate the Agreement, or to claim any damages.
- 7.2 If any delivery period or lead time may be exceeded, ViriCiti will inform Customer as soon as reasonably possible, and the Parties will enter into consultations in order to determine a new delivery period.
- 7.3 ViriCiti is entitled to engage the services of third parties for the execution of an Agreement. ViriCiti is entitled to make partial deliveries and/or perform its Services and other obligations in phases, and invoice these separately. ViriCiti may suspend its performance under the Agreement, if and when Customer has not yet agreed upon in writing any previously completed deliveries or previously completed phases.
- 7.4 Unless agreed in writing differently, delivery of Equipment shall be made Ex Works Amsterdam, the Netherlands, as forth in the

Agreement, as this term is specified in the Incoterms 2010. Customer must accept delivery of Equipment during normal business hours, failing which all costs arising thereof (including storage charges and freight charges) shall be charged in conformity with ViriCiti's rates or local charges.

- 7.5 If Customer does not accept delivery within ten (10) days of the agreed delivery date, ViriCiti may at its sole discretion resell any Equipment, Software and/or Services ordered by Customer, at a public or private sale without notice to Customer and without affecting ViriCiti's rights to hold the Customer liable for any loss or damage caused by breach of contract by Customer.
- 7.6 Claims in connection to shortages or errors in shipping must be reported in writing to ViriCiti within three (3) business days of receipt of such shipment. If Customer fails to report timely, ViriCiti will have no obligation to correct such shipments, unless Customer bears all the expenses thereof.
- 7.7 Immediately upon receipt of the Equipment, Software, and Services, Customer shall inspect it for defects and non-conformance with the Agreement and will notify ViriCiti in writing within seven (7) days of receipt, of any defects or non-conformance. After such seven (7) day period, Customer shall be deemed to have irrevocably accepted the Equipment, Software, and Services, if not already previously accepted. After acceptance, Customer shall have no right to reject the Equipment, Software, or Services, for any reason or to revoke acceptance. Customer hereby agrees that a seven (7) day period is a reasonable amount of time for inspection and revocation.
- 7.8 In the case of any alleged shortage, errors, defects or non-conformance with the Agreement, Customer shall allow ViriCiti to inspect the Equipment, Software, and the results of Services, subject to the alleged defect.
- 7.9 Notwithstanding the above, ViriCiti will have no obligation to replace or repair any Equipment if the Equipment have been handled, processed or stored improperly by the Customer, or if the Customer has not fully met its obligations under the Agreement or these Terms and Conditions.
- 7.10 The risk of loss or damage of Equipment shall pass to Customer at the moment of delivery Ex Works, or when the Customer, or an agent or subcontractor acting on its behalf, has effectively assumed control of the Equipment, whichever is sooner, even if ViriCiti has not yet transferred ownership thereof. Any damage to the Equipment, or any loss related thereto, shall be for the account of the Customer.
- 7.11 THE SOLE AND EXCLUSIVE REMEDY FOR ALLEGEDLY DEFECTIVE EQUIPMENT OR SOFTWARE IS THE REPLACEMENT OR REPAIR OF SUCH EQUIPMENT AND SOFTWARE, OR PARTS THEREOF, AT NO COSTS FOR CUSTOMER.

8 Intellectual Property Ownership and Right of Use

- 8.1 Customer will have a personal non-exclusive, non-transferable and non-sub-licensable license to use the Equipment and the Software provided to Customer, solely for Customer's personal use, while the Customer complies with the terms of the Agreement and these Terms and Conditions. If Customer is a ViriCiti wholesale partner, Customer will be authorized to provide a similar limited sub-license as set forth in the Agreement and these Terms and Conditions, only to its customers who have purchased Equipment directly from Customer.
- 8.2 Only if explicitly authorized in the Agreement, Customer will be allowed to modify, or to make any additions to the Equipment and Software, to combine the Equipment and Software with other products, and/or to install the Equipment and Software. Customer is not allowed, and will not allow third parties, to lease Equipment to third parties, or allow third parties to commercialize the Equipment in any way, unless explicitly agreed upon in the Agreement.
- 8.3 Customer understands and hereby accepts that the source code related to the Software shall not be available to the Customer. Unless otherwise agreed in writing, ViriCiti shall not be required to provide Customer any program or data libraries, even if these

are required for the use and/or maintenance of the Software and the Equipment.

- 8.4 ViriCiti shall have the right to change Software and/or to discontinue Software from time to time and shall not be liable for any loss or damage of whatever kind or nature suffered or incurred by Customer as a result thereof.
- 8.5 ViriCiti may implement upgrades and/or updates available from time to time with regard to the Software, but is under no obligation to do so. Customer is required to always use the latest upgrades and updates of the Software.
- 8.6 All hardware, software and items used by ViriCiti in providing the Services shall remain the property or the intellectual property of ViriCiti or its own suppliers, even if the Customer pays a fee in respect of the development or purchase of these by ViriCiti..
- 8.7 All intellectual property rights, e.g., patents, copyrights, trademarks, designs, models, know-how and all proprietary and/or commercial rights and trade secret rights, tools, documentations, etc., in relation to the Equipment, Software and/or Services, including modifications thereto, delivered and/or used by ViriCiti, are owned by ViriCiti or its licensor(s). No transfer or other grant of rights is given to Customer, unless explicitly stated in writing. This applies even if Equipment, Software and/or Services have been specifically designed, developed or compiled for Customer.
- 8.8 Unless otherwise agreed in writing, Customer may not make repairs or modifications to the Equipment, Software and/or Services, nor allow or enable any third parties to do so. Customer may not, nor may enable and/or allow third parties to copy, translate, or reverse engineer any Equipment, Software and/or Services.
- 8.9 ViriCiti, in its sole discretion, may implement technical measures aimed at protecting the Equipment, Software and/or Services, and Customer is prohibited from attempting to remove or circumvent such protections.
- 8.10 Unless agreed upon in writing in the Agreement, Customer shall not be permitted to affix any other trademark to the Equipment, Software and/or Equipment, or to remove any copyright, trademark or other proprietary rights notices on same, or to use the relevant mark in any other way, or to register it in Customer's own name, and specifically Customer shall not be permitted to register any patent involving, based upon, or for any of the Equipment, Software and/or Services.
- 8.11 If a third party threatens to infringe any of the intellectual property rights of ViriCiti and Customer has knowledge of it, Customer is obliged to alert ViriCiti immediately and to take all measures necessary to prevent the infringement. Customer shall lend its full cooperation to any investigation to be conducted by or on behalf of ViriCiti in relation to the Customer's compliance with the agreed restrictions of use and at first request of ViriCiti, Customer shall grant ViriCiti or its representatives access to Customer's buildings and systems.

9 Confidential Information

- 9.1 Confidential Information means (i) the existence and terms of any agreement between the Parties and (ii) any non-public, confidential or proprietary information relating to a disclosing Party, whether or not technical in nature, including any that is designated by the disclosing Party as Confidential Information at the time of its disclosure, either by a written or visual confidentiality designation, or otherwise if such information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Notwithstanding the foregoing, Confidential Information does not include information, technical data or know-how which: (i) is in the public domain at the time of disclosure or becomes available thereafter to the public without restriction, and in either case not as a result of the act or omission of the receiving Party; (ii) is rightfully obtained by the receiving Party from a third party without restriction as to disclosure; (iii) is lawfully in the possession of the receiving Party at the time of disclosure by the disclosing Party and not otherwise subject to restriction on disclosure; (iv) is approved for disclosure by prior written authorization of the disclosing Party,

- or (v) is developed independently and separately by either Party without use of the disclosing Party's Confidential Information.
- 9.2 Each Party agrees that it will safeguard the confidentiality of the Confidential Information supplied by the other Party and that it will observe the same due care with respect to such information as it would observe with respect to its own Confidential Information. The other Party shall not sell, copy and/or distribute in any way Confidential Information to third parties, without disclosing Party's prior written consent, which consent may be granted or withheld in such Party's sole and absolute discretion.
- 9.3 Each Party agrees that it will restrict the circle of employees or third parties it retains who have access to the other Party's Confidential Information as much as possible and provide such access only on a need to know basis and after binding such employees and third parties to the same level of confidentiality as set forth in these Terms and Conditions.
- 9.4 Immediately following the receipt of a written request to this effect by the disclosing Party the receiving Party will return any and all Confidential Information received from the disclosing Party or destroy such Confidential Information, if the disclosing Party so requests.

10 Duration, Termination and Suspension of Performance

- 10.1 All Agreements are for an indefinite period of time, unless otherwise agreed upon in the Agreement, or unless the nature of the Agreement dictates otherwise. Any Agreement for a certain project will end after completion of such project.
- 10.2 Customer cannot terminate the Agreement for convenience, exception in accordance with the provisions in the Agreement or in these Terms and Conditions.
- 10.3 If Customer believes that ViriCiti has failed to perform under the Agreement, it must notify ViriCiti in writing and allow fourteen (14) days for ViriCiti to cure the alleged failed performance.
- 10.4 If Customer fails to make payment of any amount due on the due date or Customer otherwise fails to perform its obligations under the Agreement or these Terms and Conditions, or if ViriCiti reasonably expects that Customer will not fulfill its obligations, ViriCiti may in its sole and absolute discretion suspend performance under its Agreement with Customer and/or terminate the Agreement (in whole or part), with immediate effect, without being liable for any damages to Customer.
- 10.5 Notwithstanding the above and without any obligation to return any service fee or prepaid expenses, ViriCiti may terminate its relationship with Customer, or may terminate or suspend ViriCiti's delivery of Equipment, Software and/or Services at any time, or terminate or suspend Customer's use of the Software and/or Services at any time: (i) if Customer is in breach of these Terms and Conditions and/or the Agreement; (ii) if ViriCiti reasonably suspects that Customer is using Equipment, Software and/or Services to breach the law or infringe third party rights; (iii) if ViriCiti reasonably suspects that Customer is trying to unfairly exploit or misuse the complaint policy, or any of ViriCiti's policies; (iv) if ViriCiti reasonably suspects that Customer is using Equipment, Software and/or Services fraudulently, or that Equipment, Software and/or Services provided to Customer are being used by a third party fraudulently; (v) if Customer fails to pay any amounts due to ViriCiti; (vi) if required due to change in laws/regulation by a regulator or authority with a lawful mandate, or by any of ViriCiti's partners; (vii) in respect to a particular ViriCiti product, Software and/or Service, upon thirty (30) days' notice if ViriCiti decides to cease offering that Equipment, Software and/or Service; (viii) the bankruptcy of the Customer has been applied for; (ix) an attachment is levied on the goods of Customer; (x) Customer is liquidated or discontinued; and/or (xi) Customer is in violation of any applicable laws or regulations.
- 10.6 Upon suspension and/or termination, all invoiced sums will become immediately due and payable. In the event of suspension of performance by ViriCiti, ViriCiti may at its sole discretion resell any Equipment, Software and/or Services ordered by Customer, at a public or private sale without notice to Customer and without affecting ViriCiti's rights to hold the

Customer liable for any loss or damage caused by breach of contract by Customer.

11 Warranty

- 11.1 ViriCiti warrants its Equipment and Software against Errors for twenty four (24) months from the date of delivery, during which time it will use its best efforts to repair any Errors, if any. However, any such problems encountered out of any causes that are not attributable to ViriCiti, for example but not limited to, weather or other environmental conditions, shall be for Customer's risk and account.
- 11.2 At its sole discretion, ViriCiti will repair or replace any Errors and/or defective Equipment during the warranty period. ViriCiti may conduct warranty services at any location, at its sole discretion, and ViriCiti may apply temporary patches, solutions, and or restrictions relating to the Equipment and Software as part of the warranty services.
- 11.3 The warranties hereunder do not cover faults or damages arising from arising from normal wear and tear, faulty, careless, or improper treatment, faulty and unauthorized commission, improper storage or unloading and unauthorized modifications, incorrect use, misuse, or use for other purposes than indicated by ViriCiti, of Equipment and Software, and improper or defective environmental circumstances, or a failure caused by a product for which ViriCiti is not responsible. ViriCiti does not warrant that Equipment and Software will operate without interruption or error. Any Errors or defects that should have been notified to ViriCiti under Section 7.7 are not covered by any warranties. Warranties hereunder do not cover travel and transportation costs, and any and all damages caused by assembly, disassembly, installation, or removal of Equipment.
- 11.4 Warranty claims are only allowed and ViriCiti will only be obligated to conduct warranty services, provided Customer is not breaching any of its obligations towards ViriCiti, and ViriCiti has been informed of the warranty claim in detail, within fourteen (14) days of date on which the defect first occurred or was first discovered. Any warranty claim must at least include a detailed description of the alleged Errors, as to enable ViriCiti to respond adequately.
- 11.5 Unless stated by ViriCiti in writing otherwise, discounted Equipment and Software are not covered by any warranty.
- 11.6 Unless agreed upon in the Agreement, the warranties hereunder only apply to Customer and not to any third parties.
- 11.7 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VIRICITI, ITS LICENSORS, THIRD PARTY SUPPLIERS, AND AFFILIATES HEREBY DISCLAIM ALL WARRANTIES, CONDITIONS, CLAIMS OR REPRESENTATIONS WITH RESPECT TO THE VIRICITI EQUIPMENT, SOFTWARE AND/OR SERVICES WHETHER EXPRESS, IMPLIED OR STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, NON-INFRINGEMENT, COMPATIBILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM VIRICITI OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.
- 11.8 Customer warrants not to: (i) copy, modify, translate, or reverse engineer any portion of the Equipment, Software and/or Services; (ii) use any robot, spider, other automated device, or manual process to monitor or copy the Software or parts thereof; (iii) reformat or frame any portion of the Software; (iv) interfere with the access of any other users of the Software; (v) transmit any viruses, worms, defects, Trojan horses or other items of a destructive nature through the Software; (vi) use the Software to violate the security of any computer network, crack passwords or security encryption codes; or (vii) use any device, software or routine that interferes with the proper working of the Software.

12 Liability, Limitation of Damages and Indemnification

- 12.1 VIRICITI DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY IN RELATION TO VIRICITI'S EQUIPMENT,

SOFTWARE AND/OR SERVICES. NEITHER VIRICITI NOR ITS OFFICERS OR AFFILIATES MAY BE HELD LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY FOR ANY CLAIM, DAMAGE, OR LOSS, (AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION), ARISING FROM OR RELATING TO ALL SUCH EQUIPMENT, SOFTWARE AND/OR SERVICES.

- 12.2 THE VIRICITI SOFTWARE AND/OR VIRICITI'S WEBSITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, SERVICES, AND INFORMATION AVAILABLE ON OR ACCESSED BY MEANS THEREOF, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, VIRICITI MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR (1) THE CURRENCY, ACCURACY, OR COMPLETENESS OF ANY INFORMATION AVAILABLE BY MEANS OF THE SOFTWARE AND/OR ITS WEBSITE (2) FOR ANY INFORMATION PROVIDED BY THIRD PARTIES AND ACCESSIBLE ON OR THROUGH THE SOFTWARE AND/OR SERVICES, (3) FOR ANY "VIRUSES" OR MALICIOUS COMPUTER CODE TRANSMITTED ON OR THROUGH THE SOFTWARE AND/OR ITS WEBSITE, (4) FOR ANY BREACH OF SECURITY OR UNAUTHORIZED ACCESS TO THE SOFTWARE AND/OR WEBSITE OR CUSTOMER INFORMATION. VIRICITI FURTHER DOES NOT REPRESENT OR WARRANT THAT THE VIRICITI SOFTWARE AND/OR WEBSITE WILL ALWAYS BE SECURE, UNINTERRUPTED, TIMELY, ACCURATE, COMPLETE, ERROR-FREE OR FREE FROM VIRUSES NOR DOES VIRICITI WARRANT ANY QUALITY OF THE SOFTWARE AND/OR ITS WEBSITE. VIRICITI IS NOT RESPONSIBLE FOR THE CONDUCT OF ANY USER OF THE SOFTWARE AND/OR ITS WEBSITE.
- 12.3 CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR ALL ACTIVITIES CONDUCTED THROUGH EQUIPMENT AND/OR SOFTWARE BY USERS, EVEN IF SUCH ACTIVITIES WERE TO OCCUR WITHOUT CUSTOMER'S PERMISSION. VIRICITI DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY IN RELATION TO THE ACTS AND OMISSIONS OF USERS THROUGH VIRICITI'S EQUIPMENT AND/OR SOFTWARE. NEITHER VIRICITI NOR ITS OFFICERS OR EMPLOYEES OR AFFILIATES MAY BE HELD LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY FOR ANY CLAIM, DAMAGE, OR LOSS, (AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION), ARISING OR RELATING TO ALL SUCH ACTS AND OMISSIONS.
- 12.4 IN NO EVENT SHALL VIRICITI, ITS AFFILIATES OR ITS LICENSORS BE LIABLE, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER FORM OF LIABILITY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, BUSINESS, SALES, PROFITS (WHETHER ACTUAL OR ANTICIPATED), LOSS OF OR CORRUPTION TO DATA, OR INTERRUPTION OF BUSINESS.
- 12.5 NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT TO THE CONTRARY, VIRICITI'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY KIND SHALL NOT EXCEED THE TOTAL OF FEES PAID TO VIRICITI, OR TWENTY THOUSAND USD (\$20,000), WHICHEVER IS LESS.
- 12.6 THE LIMITATIONS ON VIRICITI'S LIABILITY ABOVE SHALL APPLY WHETHER OR NOT VIRICITI, ITS EMPLOYEES, LICENSORS OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING.
- 12.7 CUSTOMER MUST PROVIDE WRITTEN NOTICE NO LATER THAN TEN (10) DAYS AFTER DAMAGE/INJURY HAS OCCURRED, OR AFTER CUSTOMER RECEIVED KNOWLEDGE OF SUCH DAMAGE/INJURY. IF SUCH NOTICE HAS NOT BEEN RECEIVED, VIRICITI CANNOT BE HELD LIABLE FOR THE DAMAGE/INJURY.

13 Indemnification Customer

- 13.1 CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD VIRICITI, ITS PRESENT AND FUTURE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, PENALTIES, LIABILITY AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, IN CONNECTION WITH OR ARISING OUT OF ANY BREACH OF THE AGREEMENT OR THESE TERMS AND CONDITIONS BY CUSTOMER.
- 13.2 CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD VIRICITI, ITS PRESENT AND FUTURE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND THREATENED CLAIMS BY ANY THIRD PARTY, INCLUDING EMPLOYEES OF CUSTOMER ARISING OUT OF, UNDER OR IN CONNECTION WITH THE USE OF ANY EQUIPMENT, SOFTWARE, AND/OR SERVICES PROVIDED TO CUSTOMER, PROVIDED SUCH WAS NOT A RESULT OF GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD BY VIRICITI OR ITS PERSONNEL.

14 Insurance

ViriCiti and Customer shall pay all necessary costs to maintain sufficient insurance policies to cover its personnel and premises for activities contemplated by or performed in connection with the Equipment, Software and/or Services.

15 Severability

If any provision of these Terms and Conditions, the Agreement or any other agreement between the Parties, is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original meaning of the terms of agreement in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions shall remain in full force and effect.

16 Force Majeure

ViriCiti will not be liable for any delay in performing or failure to perform any of its obligations under these Terms and Conditions or the Agreement caused by events beyond its reasonable control. ViriCiti will notify Customer promptly in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage. If the force majeure event continues for more than two (2) months, each of the Parties may terminate the Agreement, without incurring any liability in connection to such termination.

17 Assignment

Customer is not permitted to assign, delegate or otherwise transfer the Agreement or any rights hereunder. Any such attempted assignment, delegation or transfer will be null and void. ViriCiti is permitted at its sole discretion to assign the Agreement or any rights or obligations hereunder to any third party, without giving prior notice.

18 Entire Agreement

The Agreement and these Terms and Conditions contain the entire agreement between ViriCiti and Customer regarding Customer's purchase of the Equipment and/or Services, and supersedes and replaces any previous communications, representations or agreements, or Customer's additional or inconsistent terms, whether oral or written.

19 No Waiver

The failure to exercise, or delay in exercising, a right, power or remedy provided by the Agreement or these Terms and Conditions or by law shall not constitute a waiver of that right, power or remedy. If ViriCiti waives a breach of any provision of these Terms and Conditions or the Agreement, this shall not

operate as a waiver of a subsequent breach or that provision or as a waiver of a breach of any other provision.

20 No Beneficiaries

Any agreement between the Parties is for the sole benefit of the Parties thereto and, except as otherwise contemplated therein, nothing therein expressed or implied shall give or be construed to give any person, other than the Parties thereto, any legal or equitable rights thereunder.

21 No Partnership

Nothing contained in any agreement between the Parties shall be read or construed so as to constitute the relationship of principal and agent or of partnership between the Parties. Neither of the Parties may pledge or purport to pledge the credit of the other Party or make or purport to make any representations, warranties, or undertakings for the other Party.

22 Injunctive Relief

Customer acknowledges that ViriCiti shall suffer irreparable injury in case of breach of the obligations under Articles 8 and 9. Accordingly, in the event of such breach, Customer acknowledges that ViriCiti will be entitled to injunctive relief in any state or federal court of competent jurisdiction within the State of New York. Customer further submits to the personal jurisdiction of such courts for the purposes of any such action.

23 Governing Law and Arbitration

Unless stated otherwise in writing, any and all agreements between the Parties shall be governed by and construed in accordance with the laws of the State of California, notwithstanding conflict of law principles, and without giving effect to the United Nations Convention on the Contracts for the International Sale of Goods. All disputes and controversies arising out of or relating to these Terms and Conditions or the relationship of the Parties shall be finally and bindingly resolved under the International Arbitration Rules of the American Arbitration Association in front of a sole arbitrator. The place of arbitration shall be Los Angeles, California. The language of the arbitration shall be English. Any award, verdict or settlement issued under such arbitration may be entered by any party for order of enforcement by any court of competent jurisdiction. ANY CAUSE OF ACTION AGAINST VIRICITI, REGARDLESS WHETHER IN CONTRACT, TORT OR OTHERWISE, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

March 15, 2019

AGENDA ITEM 3.12

TO: Regional Transportation Commission

FROM: Xuan Wang
Project Manager
Senior Technical Planner



Lee G. Gibson, AICP
Executive Director

SUBJECT: Professional Services Agreement (PSA) for the University Area Multimodal Transportation Study

RECOMMENDATION

Approve a Professional Services Agreement (PSA) with Kimley-Horn in an amount not to exceed \$200,000.00 for consulting services on the University Area Multimodal Transportation Study; authorize the RTC Executive Director to execute the agreement.

SUMMARY

Two proposals were received in response to the Request for Proposal of the University Area Multimodal Transportation Study. The technical evaluation of the proposals was conducted by an Evaluation Committee, composed of three individuals including one staff from RTC, one staff from the City of Reno, and one staff from the University of Nevada, Reno. All members of the Evaluation Committee evaluated and scored the technical proposals independently in accordance with the University Area Multimodal Transportation Study Source Selection Plan. The Evaluation Committee interviewed the proposers and had a consensus meeting after the interviews. The proposal from Kimley-Horn received the highest score. All Evaluation Committee members recommended awarding the PSA to Kimley-Horn.

FISCAL IMPACT

Funding for this study is included in the Unified Planning Work Program (UPWP).

PREVIOUS ACTIONS BY BOARD

November 16, 2018 Approved Amendment 1 to the FY 2018 – FY 2019 UPWP

October 19, 2018 Approved Request for Proposal

May 17, 2017 Approved for the FY 2018-2019 UPWP

ADDITIONAL BACKGROUND

The PSA with Kimley-Horn is for the multimodal transportation study in the University of Nevada, Reno area. This study will take into account the current and future development plans slated to occur on or near the university campus in the coming years and will identify needed connectivity, safety, and access improvements for alternative transportation modes on regional roads. It will incorporate the design and implementation of the Virginia Street Bus RAPID Transit Extension Project. This study will analyze safety, transportation circulation patterns, and mobility needs throughout the study area. In addition, it will include an in-depth analysis of land use and roadway network scenarios focused on the southern and northeastern study focus areas. The study will focus on pedestrian and bicycle connectivity and transit service needs, traffic operations analysis and improvements, and safety improvements. The study area will be comprised of the UNR campus and the surrounding road network.

ADVISORY COMMITTEES RECOMMENDATION

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

Attachment

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

This agreement (this "Agreement") is dated and effective as of February 18, 2019, by and between the Regional Transportation Commission of Washoe County ("RTC") and Kimley Horn and Associates, Inc., having offices at 5370 Kietzke Lane, Reno, Nevada 89511 ("CONSULTANT").

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals (RFP # 18-10) for interested persons and firms to perform a study of multimodal transportation and roadway operations to be referred to as the University Area Transportation Study (the "Project"); and

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

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

ARTICLE I - ENGAGEMENT AND TERM

- 1.1. RTC hereby engages CONSULTANT and CONSULTANT hereby accepts the engagement to complete the 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 prosecute 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, 2020, 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 A. 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) qualified personnel to perform field and laboratory sampling and testing during the term of this Agreement. All test reports shall be signed by a licensed NAQTC tester and notated with his/her license number.

2.6. 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 Services (Tasks 1 to 6)	\$179,938
Contingency	\$4,962
<u>Supplemental (Additional) Services</u>	<u>\$15,100</u>
Total Not-to-Exceed Amount	\$200,000

- 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 Principle-in-Charge, Brian Smalkoski, has authority to act as CONSULTANT's representative with respect to this Agreement and has authority to sign binding documents on behalf of CONSULTANT.

ARTICLE 13 - NOTICE

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

RTC: Lee G. Gibson, AICP
Executive Director
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 348-0400

CONSULTANT: Brian Smalkoski, P.E., AICP, PTP, PTOE
Principal-in-Charge
Kimley Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020
(602) 906-1100

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

ARTICLE 16 - FEDERAL FORMS AND CLAUSES

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

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

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

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

APPROVED AS TO LEGALITY AND FORM

By: _____
Adam Spear
RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Lee G. Gibson, AICP, Executive Director

KIMLEY HORN AND ASSOCIATES, INC.

By: _____
Brian Smalkoski, P.E., AICP, PTP, PTOE
Principal-in-Charge

Exhibit A
Scope of Services

SAMPLE

SCOPE OF SERVICES

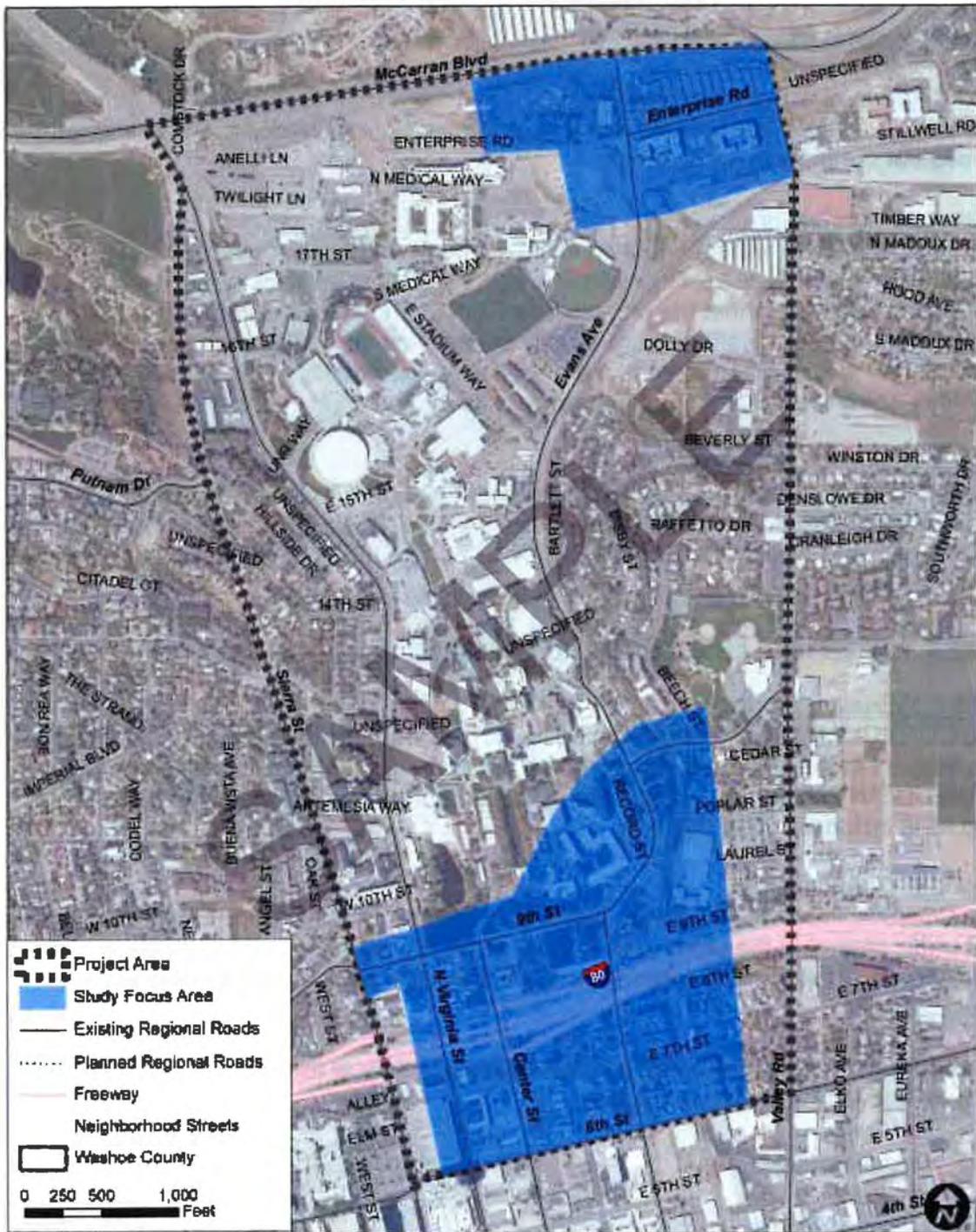
PROJECT NAME: RTC 18-10 University Area Transportation Study

PROJECT UNDERSTANDING

Kimley-Horn and Associates, Inc. ("CONSULTANT") will provide professional services based on our project understanding as follows:

The project is to prepare the University Area Transportation Study for the Regional Transportation Commission of Washoe County, Nevada ("RTC"). The project will include the study of multimodal transportation and the roadway operations in the area surrounding and within the University of Nevada Reno (UNR) campus. This study will consider the current and future development plans slated to occur on or near the UNR campus within the study area in the coming years and will identify needed connectivity, safety, and access improvements for alternative transportation modes on regional roads within the study focus areas. It will incorporate the design and implementation of the Virginia Street Bus RAPID Transit Extension Project. This study will analyze safety, transportation circulation patterns, and mobility needs throughout the study area. In addition, it will include an analysis of land use and roadway network scenarios focused on the southern and northeastern study focus areas (highlighted in the map on the next page). The study will focus on pedestrian and bicycle connectivity and transit service needs, traffic operations analysis and improvements, and safety improvements. The study area will be comprised of the UNR campus and the surrounding road network, as shown in the on the next page. A University Area Transportation Study report will be developed and include formal documentation of tasks and associated findings outlined in this Scope of Services.

UNR Transportation Study Project Area



SCOPE OF PROFESSIONAL SERVICES

Task 1: Project Management

Task 1.1 Invoicing and Progress Reports

The CONSULTANT will prepare monthly progress reports, invoices, and billing for the duration of the project (12 months).

Task 1.2 Coordination

The CONSULTANT will schedule an initial (kick-off) meeting with the RTC to establish study goals and objectives. Coordination with the RTC co-project managers and staff will be ongoing throughout the project. The CONSULTANT will communicate with the project management team through weekly conference calls. Conference calls will not occur during weeks when there is a project Technical Advisory Committee (TAC) meeting. Thirty-eight half-hour conference calls are included in this task.

Task 1.3 Management Plan

The CONSULTANT will prepare a management plan that includes the following: a team organizational structure and anticipated steps and processes required to complete the study. This will include a project schedule and budget for each task and corresponding deliverables.

Task 2: Existing and Future Conditions Analysis

Task 2.1 Existing Studies

The CONSULTANT will review existing traffic and land use development studies that are relevant to the UNR campus area and incorporate them into the analysis. The CONSULTANT will review recent and planned improvements. Review of up to six studies is included under this task.

Task 2.2 Traffic Analysis

The CONSULTANT will conduct a site visit to determine the existing lane configurations and traffic control at the study area intersections. For purposes of this scope and fee a total of up to 16 study area intersections are included, eight signalized and eight unsignalized.

Peak hour morning and evening turning movement data at the study intersections will be collected for the following modes:

- Vehicles
- Pedestrians
- Bicycles
- Heavy vehicles

24-hour traffic counts will be collected for a one-week period at two (2) locations. The following locations have been identified for purposes of this scope and fee:

- Virginia Street (between 9th Street and 8th Street)
- Evans Avenue (south of Enterprise Road)

The results of the 24-hour traffic counts will be utilized to determine the AM and PM peak hours for data collection.

Utilizing signal timing/phasing data, and collected traffic data, a Synchro model will be developed for the study focus areas. Using existing and 2040 traffic volumes developed using adjusted RTC travel demand model results, the CONSULTANT will analyze delay, queuing, and level of service performance measures for the network.

As a supplemental service, the CONSULTANT will leverage big data (via the StreetLight Data platform) to analyze travel patterns into and out of the project study focus areas. StreetLight Data provides information about travel patterns using anonymized and aggregated mobile device data, allowing users of the platform to customize zones for analysis. The CONSULTANT will purchase StreetLight Data (up to 10 zones using their Advanced Analytics or Multi-Mode suite or up to 50 zones using their Essentials suite). It is anticipated that this data will be used to support other analyses or justify various elements of the Plan. For example:

- StreetLight Data could be used to show where traffic along a given roadway is coming from or heading to, allowing for “what if” analyses such as examining the potential closure of a roadway (such as Center Street between 8th Street and 9th Street) that was identified in the UNR Campus Master Plan.
- StreetLight Data could be used to look at origins of trips using various parking facilities on campus to help estimate potential traffic diversion if parking facilities are relocated or consolidated.
- StreetLight Data could be used to estimate which origin-destination pairs for auto trips have the highest likelihood for conversion to bicycle or walking trips if amenities were provided.
- StreetLight Data could be used to estimate which origin-destination pairs have a higher bicycle or pedestrian share in order to prioritize investments.

Based on the information obtained in Task 2.1 and Task 2.2, the following analysis and figures will be developed for inclusion in the University Area Transportation Study Plan:

Task 2.3 Land Use Analysis

The CONSULTANT will collect information about zoning, current land use, and planned land use/redevelopment, including UNR area major educational and residential developments. The CONSULTANT will coordinate with the Truckee Meadows Regional Planning Agency (TMRPA) to update information about proposed developments in the area. The CONSULTANT will coordinate with UNR and any major land use developments that have the potential to impact the travel demand or traffic operations in

the study region. The CONSULTANT will develop a memo to document the identified land use changes compared with the latest available consensus forecast which was used in the RTC's travel demand model. The RTC will update the travel demand model land uses based on the findings and provide the 2040 results to the CONSULTANT for use under Task 2.2.

Task 2.4 Safety Analysis

The CONSULTANT will coordinate with the Nevada Department of Transportation (NDOT) to obtain the most recent three years of crash data, including bicycle and pedestrian related crashes, to analyze potential safety issues and contributing factors. The CONSULTANT will coordinate with the Vision Zero Team to obtain already collected crash statistics in the Study Area. The CONSULTANT will develop one figure containing crash information in the study area.

Task 2.5 Transit Analysis

The CONSULTANT will summarize the existing RTC and UNR transit service and ridership trends in the study area. This includes route information, stops, station amenities, boardings and alightings as provided by the RTC, and hours of service. This task will reflect implementation of the Virginia Street Bus RAPID Transit Extension Project. The CONSULTANT will develop one figure containing a summary of transit service in the study area.

Task 2.6 Pedestrian/Bicycle Analysis

The CONSULTANT will document the location and condition of existing pedestrian and bicycle facilities in the region based on information provided by the RTC and field information obtained during the walking audits gathered as part of Task 3.4. The CONSULTANT will evaluate the connectivity and facility type for the pedestrian network and will develop one figure containing a summary of the existing pedestrian facilities. The CONSULTANT will evaluate the connectivity and facility type, as well as the Level of Traffic Stress (LTS) for the bicycle network and develop one figure containing a summary of the existing bicycle facilities.

Task 3: Public and Agency Involvement

Task 3.1 Project Technical Advisory Committee Meetings

The CONSULTANT will facilitate project TAC meetings every month beginning in the second month of the project that will be held during the planning study to review study issues and results. Eleven TAC meetings are included in this task.

Task 3.2 Vision Statement

The CONSULTANT will develop a vision statement and associated goals for the study. This multimodal vision statement is anticipated to incorporate community and stakeholder input and include the integration of transportation, land use, and community needs. The current and future land use context and transportation priorities of the UNR area (bicycle, pedestrian, transit, and auto) are anticipated to be considered.

Task 3.3 Public Information Meetings, Pop-Up Meetings and Online Engagement

The CONSULTANT will facilitate two public information meetings, in an open-house/workshop format during the project, the first of which will include a visioning exercise (Task 3.2) to help guide the study. The second meeting will include a presentation of the Draft Final Report. The RTC will be responsible for public meeting notifications, public meeting venue, translators, and accommodation for persons with disabilities.

The CONSULTANT will conduct three pop-up meetings within the study area. The pop-up meetings are anticipated to be two hours long, and proposed options include one UNR basketball game, one on campus, and one at a downtown Reno event.

Using the CONSULTANT's in-house public input map application, the CONSULTANT will develop, deploy, and host a customized web-based map application that will allow users to participate in the public input process, and allow the CONSULTANT to easily export and manage data submitted by the public. Users will be able to submit and share their needs and recommendations in the form of markers and/or routes on the map and also provide additional feedback by commenting on and "liking" other users' submissions. The CONSULTANT will monitor the input and public use of the system and will summarize and process the data for incorporation into Task 4.

Task 3.4 Stakeholder Meetings

CONSULTANT will coordinate with the RTC to create a stakeholder list. The CONSULTANT will conduct three stakeholder meetings with local business or community groups.

The CONSULTANT will conduct two walking audits and invite project stakeholders. Each audit is anticipated to be approximately three hours in length.

The CONSULTANT will present the project at one City of Reno Ward 5 Neighborhood Advisory Board (NAB).

Task 3.5 RTC Technical Advisory Committee (RTC TAC) and Citizens Multimodal Advisory Committee (CMAC) Meetings

The CONSULTANT will make three presentations to the RTC TAC and two presentations to the CMAC. The presentations to the RTC TAC and CMAC are anticipated to developed based on project TAC meetings.

Task 4: Develop and Evaluate Alternatives

This task will entail the development of up to three scenarios in each of the study focus areas (Southern and Northeastern) for a total of six scenarios to be evaluated. These will be identified based on input from the public, stakeholders, RTC, and CONSULTANT staff. The improvements identified in Tasks 4.1 through 4.4 will be packaged together to

create the six scenarios. Alternatives could include roadway and traffic improvements, transit improvements, pedestrian and bicycle improvements as described in the following subtasks.

Task 4.1 Roadway and Traffic Improvements

Develop and evaluate short and long-term roadway and intersection improvements, which could include the following:

- Roadway realignments or closures
- Traffic signal upgrades
- New traffic control devices at study intersections (i.e. new traffic signals or roundabouts)
- Signs and markings improvements
- Speed limit modifications

Task 4.2 Transit Improvements

Develop and evaluate short and long-term transit improvements in coordination with the RTC Short Range Transit Plan and UNR's PackTransit service, which could include the following:

- Potential locations for bus turnouts, stops, etc.
- Potential improvements of bus stop pads and amenities

Task 4.3 Pedestrian and Bicycle Improvements

Develop and evaluate improvements to pedestrian and bicycle facilities, which could include the following:

- Sidewalks & Crosswalks
- Traditional Bike Lanes and Protected Bike Lanes
- Shared Streets & Streetscape Improvements
- Multi-Use Paths

Task 4.4 Land Use Recommendations

Develop recommendations regarding the location of UNR parking facilities and potential impacts of access locations.

Task 5: Evaluation of Scenarios

Task 5.1 Evaluation of Scenarios

The six scenarios identified in Task 4 will be evaluated using a combination of safety, Synchro, system connectivity, LTS, facility continuity, and public/stakeholder input performance measures. This evaluation will be conducted in a collaborative way between RTC staff and consultant staff with RTC spearheading the effort and being supported by consultant staff. This evaluation will include planning level cost estimates.

Task 6: Report Preparation

Task 6.1 Draft Report

The CONSULTANT will prepare a draft report including graphics and illustrations of scenarios. The report will include a conceptual level plan for roadway improvements, concept layouts, cost estimates, right of way needs, plan view, and cross sections.

The CONSULTANT will provide an electronic copy of the Draft Report in PDF format to the RTC. The RTC will provide written consolidated comments to the CONSULTANT.

Task 6.2 Revised Report

The CONSULTANT will address the RTC comments and prepare a Revised Draft Report. The CONSULTANT will provide an electronic copy of the Revised Draft Report in PDF format to the RTC, UNR, and the City of Reno. Each agency will be responsible for providing written consolidated comments from their respective agency members to the CONSULTANT.

Task 6.3 Draft Final Report

The CONSULTANT will revise the Draft Report based on comments from the RTC, UNR, and the City of Reno. The CONSULTANT will present the Draft Final Report to the TAC, CMAC and the public as part of Task 3.

Task 6.4 Final Report

The CONSULTANT will incorporate comments from TAC and CMAC members and the public and produce the Final Report.

Contingency

If CONSULTANT determines that it is necessary to perform work to be paid out of the amount set aside for contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for the proposed work. Work to be paid out of contingency shall proceed only after CONSULTANT secures the RTC Project Manager's prior written approval.

Deliverables: The CONSULTANT will provide the following materials to the RTC:

- Meeting materials and displays for public, stakeholder, and RTC TAC/CMAC/Board meetings
- Five copies of the Draft Report and an electronic copy (in PDF format) to the RTC for review and distribution.
- Five copies of the Revised Draft Report and an electronic copy (in PDF format).
- Five copies of the Final Report and an electronic copy (in PDF format).

Project Milestones:

Project coordination meeting with RTC, UNR, and City – Month 1
Project TAC Kickoff Meeting (continuing every month thereafter) – Month 2
Data Collection – Month 2
Identification of Early Action Items – Month 3
Public Information Meeting #1 – Month 3
Pop-Up Meetings – varies depending on locations agreed to with the RTC co-project managers
Planning Workshop – Month 6
Draft Report – Month 9
Revised Report – Month 10
Draft Final Report – Month 10
Public Information Meeting #2 – Month 10
Final Report – Month 11

Exhibit B

Compensation

SAMPLE

DATE: January 28, 2019
 PREPARED BY: M. O'Brien
 CHECKED BY: D. Moore



RTC Washoe County
 RTC 18-10 University Area Transportation Study

TASK DESCRIPTION	Quantity	KIMLEY-HORN STAFF						Kimley-Horn Total Hours by Task	Kimley-Horn Labor Cost by Task	Sub Consultant Hours *	Sub Consultant Labor Cost *	Labor Total
		Project Manager	Senior Technical Expert	Professional	Analyst	Technician	Administration					
	Hourly Billing Rates	\$ 180.00	\$ 215.00	\$ 140.00	\$ 125.00	\$ 100.00	\$ 100.00					
1.00 Project Management												
1.1 Invoicing and Progress Reports												
- Project set up							3	\$ 300				\$ 300
- Monthly invoices and progress reports	12	15	2	2			18	\$ 5,360				\$ 5,360
1.2 Coordination												
1.2.1 Kick-Off Meeting	1											
- Meeting prep		1	2		2			\$ 870				\$ 870
- Meeting (1-hr meeting)		1		1				\$ 330				\$ 330
- Travel to/from meeting		1		1				\$ 330				\$ 330
- Prepare and distribute meeting minutes - (Distribute electronically via email)		1		2				\$ 470				\$ 470
1.2.2 Progress Conference Calls	38											
- Prepare weekly action item list and update based on conference call		5		10				\$ 2,233				\$ 2,233
- Conference call (0.5-hr call)		19						\$ 3,610				\$ 3,610
1.2.3 Coordinate with Project Team		3		6				\$ 1,410	34	\$ 5,904		\$ 7,314
1.3 Management Plan												
- Team organizational structure				1			3	\$ 440				\$ 440
- Steps and processes required to complete the project		2		5				\$ 1,080				\$ 1,080
- Project schedule		1	2					\$ 620				\$ 620
- Task budgets		1						\$ 190				\$ 190
- Draft Management Plan text and document					5		3	\$ 825				\$ 825
- Address RTC comments		1	1		4			\$ 905				\$ 905
- Final Management Plan text and document		1			1			\$ 315				\$ 315
Sub-Totals		52	7	26	12	21	6	\$ 19,388	34	\$ 5,904		\$ 25,292
2.00 Existing and Future Conditions Analysis												
2.1 Existing Studies	5							\$ -				\$ -
- Review existing traffic and land use development studies				3	6			\$ 1,170				\$ 1,170
- Summarize studies		2	1	3				\$ 820				\$ 820
2.2 Traffic Analysis												
- Site visit to determine existing lane configuration and control at study area intersections	16			4	4			\$ 1,060				\$ 1,060
- Coordination with Subconsultant for traffic counts				3				\$ 420				\$ 420
- AM and PM peak hour turning movement counts	16							\$ -	120	\$ 7,400		\$ 7,400
- 24-hour road tube counts								\$ -	15	\$ 975		\$ 975
- Signal phasing data	6				2			\$ 250				\$ 250
- Coordination with RTC on TDM results for 2040 volumes				4				\$ 560				\$ 560
- Synchro analysis (existing and 2040)	32			8	16			\$ 3,120				\$ 3,120
- Existing and lane configuration figure	1	1			3			\$ 565				\$ 565
- Existing sidewalk figure	1	1			3			\$ 565				\$ 565
- Existing bike facilities figure	1	1			3			\$ 565				\$ 565
- Existing and proposed volume figures for vehicles, pedestrians, and bikes	5	1			6			\$ 840				\$ 840
2.3 Land Use Analysis												
- Collect zoning, current land use, and planned land use/development		2		1	4			\$ 1,020				\$ 1,020
- Coordinate with TMRPA				1	4			\$ 640				\$ 640
- Coordinate with UNR				4				\$ 560				\$ 560
- Coordinate with other land use developments				1	4			\$ 640				\$ 640
- Coordinate with RTC to obtain latest consensus forecast in TDM				1	4			\$ 640				\$ 640
- Prepare a memo documenting changes from the TDM to existing conditions		2		4	15			\$ 2,815				\$ 2,815
- Provide land use changes to RTC to include in TDM model run for Task 2.2		1			4			\$ 680				\$ 680
2.4 Safety Analysis												
- Coordinate with NDOT to obtain crash data					2			\$ 250				\$ 250
- Coordinate with RTC's Vision Zero Team to obtain crash statistics		1			2			\$ 440				\$ 440
- Conduct crash analysis				1	4			\$ 640	3	\$ 519		\$ 1,159
- Develop one crash figure		1			3			\$ 565				\$ 565

TASK DESCRIPTION	KIMLEY-HORN STAFF							Kimley-Horn Total Hours by Task	Kimley-Horn Labor Cost by Task	Sub Consultant Hours *	Sub Consultant Labor Cost *	Labor Total
	Quantity	Project Manager	Senior Technical Expert	Professional	Analyst	Technician	Administration					
		Hourly Billing Rate	\$ 190.00	\$ 215.00	\$ 140.00	\$ 125.00	\$ 100.00					
2.5 Transit Analysis												
- Document existing RTC transit service				1	4			5	\$ 640			\$ 640
- Document existing LNR transit service				1	4			5	\$ 640			\$ 640
- Incorporate BRT RAPID project				1	2			3	\$ 390			\$ 390
- Develop one transit figure	1				3			4	\$ 565			\$ 565
2.6 Pedestrian/Bicycle Analysis												
- Document location of sidewalks				1	3			4	\$ 515			\$ 515
- Document location of bicycle facilities				1	3			4	\$ 515			\$ 515
- Identify gaps in the pedestrian network	1			4				5	\$ 750	3	\$ 519	\$ 1,269
- Identify gaps in the bicycle network	1			4				5	\$ 750	2	\$ 304	\$ 1,054
- Evaluate connectivity and facility type for pedestrian network	2		4	2	4			12	\$ 2,020	8	\$ 1,216	\$ 3,236
- Evaluate connectivity, facility type, and LTB for bicycle network	2		6	2	4			12	\$ 2,020	8	\$ 1,216	\$ 3,236
- Develop one figure of existing pedestrian facilities	1				3			4	\$ 565			\$ 565
- Develop one figure of existing bicycle facilities	1				3			4	\$ 565			\$ 565
Sub-Totals	22	9	55	122	6	0	208	\$ 28,970	159	\$ 12,148	\$ 41,118	
3.00 Public and Agency Involvement												
3.1 Project TAC Meetings - 11 Meetings	11							0	\$ -			\$ -
- Agenda	6	3	11					19	\$ 3,176			\$ 3,176
- Meeting (1-hr meeting)	11		6					17	\$ 2,930			\$ 2,930
- Travel to/from meeting	11		6					17	\$ 2,930			\$ 2,930
- Prepare and distribute meeting minutes - (Distribute electronically via email)	6	3	11					19	\$ 3,176			\$ 3,176
3.2 Vision Statement												
- Vision statement preparation	2	2	4					8	\$ 1,370			\$ 1,370
- Vision statement finalization	1	1	2					4	\$ 685			\$ 685
3.3 Public Information Meetings (2) Pop Up Meetings (2)	2											
3.3.1 Public Meetings (2)	2											
- Meeting preparation	4	2	5	10				21	\$ 3,140			\$ 3,140
- Set up for and take down meeting (1-hr)	2		2					4	\$ 660			\$ 660
- Meeting (2-hr meeting)	4		4					8	\$ 1,320			\$ 1,320
- Travel to/from meeting	2		2					4	\$ 660			\$ 660
- Prepare and distribute public meeting summary - (Distribute electronically via email)	3		4					7	\$ 1,130			\$ 1,130
3.3.2 Pop Up Meetings (2)	3											
- Meeting preparation	3	2	6	6		6		23	\$ 3,190	3	\$ 525	\$ 3,715
- Set up for and take down meeting (1-hr)	3		3					3	\$ 420	3	\$ 525	\$ 945
- Meeting (2-hr meeting)	6		6					6	\$ 840	4	\$ 700	\$ 1,540
- Travel to/from meeting	3		3					3	\$ 420	2	\$ 350	\$ 770
- Prepare and distribute pop-up meeting summary - (Distribute electronically via email)	1		1					2	\$ 330	3	\$ 525	\$ 855
3.3.3 Online Engagement												
- Coordinate with RTC on online content					4			4	\$ 500			\$ 500
- Develop, deploy and host web-based public comment map				2				2	\$ 280	48	\$ 6,342	\$ 6,622
- Monitor site input and summarize results				1				1	\$ 140	8	\$ 832	\$ 972
3.4 Stakeholder Meetings												
3.4.1 Stakeholder Meetings (2)	2											
- Coordination with RTC on project stakeholders	2	1						3	\$ 595	5	\$ 875	\$ 1,470
- Meeting materials and preparation	2		1	3				6	\$ 800			\$ 800
- Travel to/from meeting	3							3	\$ 570	5	\$ 875	\$ 1,445
- Attend meeting	3							3	\$ 570	5	\$ 875	\$ 1,445
- Prepare and distribute meeting minutes - (Distribute electronically via email)	2							2	\$ 285	5	\$ 875	\$ 1,160
3.4.2 Walking Audits (2)	2											
- Coordination with RTC on proposed attendees				2				2	\$ 285			\$ 285
- Audit materials and preparation	1			2	4			7	\$ 870			\$ 870
- Travel to/from audit	2			2				4	\$ 660			\$ 660
- Attend audit (3-hour audit)	6			6				12	\$ 1,980			\$ 1,980
- Prepare and distribute meeting minutes - (Distribute electronically via email)	1			1	2			4	\$ 580			\$ 580
3.4.3 Reno Ward 5 NAB Meeting	1											
- Meeting materials and preparation	0				2			2	\$ 250			\$ 250
- Travel to/from meeting	0							0	\$ -			\$ -
- Attend meeting (2-hour meeting)	0							0	\$ -			\$ -
3.5 RTC TAC (3 Meetings) and CMAC (3 Meetings)	5											
- Meeting materials and preparation	1				3			4	\$ 503			\$ 503
- Meeting (2-hr meeting)	10							10	\$ 1,908			\$ 1,908
- Travel to/from meeting	5							5	\$ 850			\$ 850
Sub-Totals	92	14	93	34	0	6	238	\$ 38,190	91	\$ 13,299	\$ 51,489	

TASK DESCRIPTION	KIMLEY-HORN STAFF							Kimley-Horn Total Hours by Task	Kimley-Horn Labor Cost by Task	Sub Consultant Hours *	Sub Consultant Labor Cost *	Labor Total
	Quantity	Project Manager	Senior Technical Expert	Professional	Analyst	Technician	Administration					
	Hourly Billing Rates	\$ 190.00	\$ 215.00	\$ 140.00	\$ 125.00	\$ 100.00	\$ 100.00					
4.00 Develop and Evaluate Alternatives												
- 3 scenarios in each of the study areas for a total of 6 scenarios		8	6	12				27	\$ 4,680	5	\$ 700	\$ 5,380
4.1 Roadway and Traffic Improvements												
- Develop and Evaluate short- and long-term roadway/intersection improvements		4	2	8				14	\$ 2,310			\$ 2,310
4.2 Transit Improvements												
- Develop and Evaluate short- and long-term transit improvements		4	2	6				12	\$ 2,030			\$ 2,030
- Coordinate with RTC SRTP and UNR's PackTransit service				2	4			6	\$ 780			\$ 780
4.3 Pedestrian and Bicycle Improvements												
- Develop and Evaluate short- and long-term transit improvements		4	2	4				10	\$ 1,750	14	\$ 1,068	\$ 3,716
4.4 Land Use Recommendations												
- Develop recommendations of location of parking facilities and potential impacts		2	2	4				8	\$ 1,370			\$ 1,370
Sub-Totals		23	14	36	4	0	0	77	\$ 12,920	19	\$ 2,666	\$ 15,586
5.00 Evaluation of Scenarios												
5.1 Evaluation of Scenarios												
5.1.1 Develop performance measures for each scenario		6										
- Safety performance measures		2	2	9				13	\$ 2,070			\$ 2,070
- Synchro/Traffic performance measures		2	2	9				13	\$ 2,070			\$ 2,070
- System connectivity performance measures		2	2	9				13	\$ 2,070			\$ 2,070
- Level of Traffic Stress performance measures		2	2	9				13	\$ 2,070			\$ 2,070
- Facility connectivity performance measures		2	2	9				13	\$ 2,070			\$ 2,070
- Public/Stakeholder input performance measures		2		6				8	\$ 1,200			\$ 1,200
5.1.2 Coordinate with the RTC on scenario evaluation		3		3				6	\$ 990			\$ 990
5.1.3 Develop planning level cost estimates for each scenario		6	2					2	\$ 380	25	\$ 3,660	\$ 4,040
Sub-Totals		17	10	0	0	0	0	81	\$ 12,840	25	\$ 3,660	\$ 16,600
6.00 Report Preparation												
6.1 Draft Report												
- Draft report text				30	40			70	\$ 9,200			\$ 9,200
- Graphics and tables				15	10			25	\$ 2,875			\$ 2,875
- Finalize draft report for internal QA/QC				6				6	\$ 840			\$ 840
- Internal QA/QC		5	3					8	\$ 1,595			\$ 1,595
- Address internal QA/QC				3	10	2		15	\$ 1,870			\$ 1,870
- Finalize draft report for RTC				1				1	\$ 140			\$ 140
6.2 Revised Draft Report												
- Address RTC comments		1	1	3	8			13	\$ 1,825			\$ 1,825
- Finalize Draft Final Transition Plan for RTC, NDOT, Reno, Sparks, and Washoe County review		2	2					4	\$ 810			\$ 810
6.3 Draft Final Report												
- Address RTC, UNR, and Reno comments				3	6			11	\$ 1,575	4	\$ 671	\$ 2,246
- Finalize draft report for distribution to RTC TAC, CMAC, and public				1				1	\$ 140			\$ 140
6.3.1 Meetings (included in Task 2)												
6.4 Final Report												
- Address RTC TAC, RTC CMAC, public comments		1	1	2	5			9	\$ 1,310	4	\$ 671	\$ 1,981
- Finalize Report				1				1	\$ 140			\$ 140
- Deliver electronic and hard copies of plan to RTC		1					2	3	\$ 390			\$ 390
Sub-Totals		21	8	50	64	12	2	167	\$ 22,710	8	\$ 1,342	\$ 24,052
Total hours by staff Task 1 through Task 6		216	82	316	258	33	14	896		336		
Total labor cost Task 1 through Task 6		\$41,088	\$13,223	\$44,170	\$31,938	\$3,300	\$1,400		\$ 135,118		\$ 39,029	\$ 174,138

* Note: Please see backup information for classifications/titles of individuals, labor rates, and hours for each subconsultant

TOTAL PROJECT COSTS			
Kimley-Horn Labor Fee	\$135,118	Kimley-Horn Expenses	\$2,800
Alta Labor Fee	\$15,480	Alta Expenses	\$800
NCE Labor Fee	\$15,165	NCE Expenses	\$200
Silver State Labor Fee	\$8,375	Silver State Expenses	\$2,000
Total Labor Fee	\$174,138	Total Expenses	\$5,800
		Contingency	\$4,962
		Supplemental Services	\$15,100
		TOTAL LABOR AND EXPENSES	\$179,038
		TOTAL CONTINGENCY AND SUPPLEMENTAL SERVICES	\$20,062
		TOTAL PROJECT COST	\$200,000

**RTC 18-10 University Area Transportation Study
Subconsultant Breakdown by Task and Hourly Rate**

Alta Staff						
Task	Principal	Planner I	Associate Planner	Senior Billing Specialist	Web Developer	Subconsultant Labor Cost by Task
	\$ 215.00	\$ 104.00	\$ 152.00	\$ 78.00	\$ 122.00	
1.00 Project Management			6	4		\$ 1,224.00
2.00 Existing and Future Conditions Analysis	2		22			\$ 3,774.00
3.00 Public and Agency Involvement	2	8	10		36	\$ 7,174.00
4.00 Develop and Evaluate Alternatives	2	6	6			\$ 1,966.00
6.00 Report Preparation	2		6			\$ 1,342.00
Expenses						\$ 800.00
Alta Total						\$ 16,280.00

NCE Staff					
Task	Principal Engineer/ Scientist/ Planner	Senior Engineer/ Scientist/ Planner	Senior Designer	Clerical	Subconsultant Labor Cost by Task
	\$ 250.00	\$ 175.00	\$ 140.00	\$ 80.00	
1.00 Project Management	14	4		6	\$ 4,680.00
3.00 Public and Agency Involvement					\$ 6,125.00
4.00 Develop and Evaluate Alternatives			5		\$ 700.00
5.00 Evaluation of Scenarios	2			1	\$ 3,660.00
Expenses					\$ 200.00
NCE Total					\$ 15,365.00

Silver State Traffic Data Collection Staff				
Task	Field Staff/Data Collection	Administrative	Executive	Subconsultant Labor Cost by Task
	62.5	50	150	
2.00 Existing and Future Conditions Analysis	90	40	5	\$ 8,375.00
Expenses				\$ 2,000.00
Silver State Traffic Data Collection Total				\$ 10,375.00

Total Subconsultant \$ 42,020.00

Note: A summary of subconsultant hours and fees by task are included in the overall project cost matrix. This has been provided to address classifications/titles of individuals, labor rate, and hours for each subconsultant.

Exhibit C

Indemnification and Insurance Requirements

SAMPLE

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE AGREEMENTS

2018-11-02 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) 348-0171.

2. INDEMNIFICATION

CONSULTANT agrees, subject to the limitations in Nevada Revised Statutes Section 338.155, to defend, save and hold harmless and fully indemnify RTC, Washoe County, City of Reno, and City of Sparks, including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") to the extent arising out of:

- A. The negligent acts, errors, omissions, recklessness, or intentional misconduct of CONSULTANT, its employees, agents, officers, directors, Subs, or anyone else for which CONSULTANT is legally responsible; and
- B. The infringement of any patent or copyright resulting from the use by the Indemnitees of any equipment, part, component or other deliverable (including software) supplied by CONSULTANT under or as a result of this Agreement, but excluding any infringement resulting from the modification or alteration by the Indemnitees of any equipment, part, component, or other deliverable (including software) except as consented to by CONSULTANT.

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

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

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

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

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

3. GENERAL REQUIREMENTS

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

4. VERIFICATION OF COVERAGE

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

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, City of Reno and City of Sparks as additional insureds under its commercial general liability policy, subject to the same requirements stated herein, without requiring a written contract or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least **\$1,000,000** per occurrence and at least **\$2,000,000** for any applicable coverage aggregates or the amount

customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONSULTANT shall furnish copies of certificates of insurance evidencing coverage for each Sub. The CONSULTANT need not require its non-design subcontractors to carry Professional Errors and Omissions Liability insurance.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

Exhibits D, E and F

Federal Required Clauses

SAMPLE

Exhibit D

Federally Required Clauses

1. PROMPT PAYMENT PROVISION

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

2. NONDISCRIMINATION

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

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

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

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

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

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

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

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

3. AFFIRMATIVE ACTION IN EMPLOYMENT

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

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

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

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

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

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

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

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

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

5. **INTEREST OF PUBLIC OFFICIALS**

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

6. **CIVIL RIGHTS**

The following requirements apply to the underlying Contract:

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

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

- (1) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, creed, national origin, sex, or age. Such action must include, but not be limited to, the following: employment,

upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

7. INELIGIBLE CONSULTANTS

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

8. NOTICE OF FEDERAL REQUIREMENTS

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

9. THIRD-PARTY RIGHTS

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

10. RECORDS RETENTION: AUDIT AND INSPECTION OF RECORDS

A. CONSULTANT shall permit the authorized representatives of RTC, FHWA, the U.S. Department of Transportation's Inspector General, NDOT, and the Comptroller General of the United States, or any of their duly authorized representatives to inspect and audit all data and records of CONSULTANT relating to its performance under the contract until the expiration of three (3) years after final payment under this Contract.

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

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

11. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

12. DEBARMENT, SUSPENSION, OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

C. CONSULTANT agrees that it shall not knowingly enter into any lower-tier covered transaction with a person or firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract.

13. COMPLIANCE WITH FEDERAL LOBBYING POLICY

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

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

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

14. REPORTING REQUIREMENTS

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

Exhibit E

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

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

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

SAMPLE

Exhibit F

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

Pertinent Non-Discrimination Authorities:

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

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

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

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction


Metropolitan Planning Organization of Washoe County, Nevada

March 15, 2019

AGENDA ITEM 3.13

TO: Regional Transportation Commission

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



Lee G. Gibson, AICP
Executive Director

SUBJECT: Approve the procurement for the selection of Engineering Professional Services for the Eagle Canyon Extension Alignment Alternatives and Planning and Environmental Linkages (PEL) Study

RECOMMENDATION

Authorize the procurement for the selection of Engineering Professional Services for the Eagle Canyon Extension Alignment Alternatives and Planning and Environmental Linkages (PEL) Study.

SUMMARY

The purpose of this study is to identify a preferred alignment for the proposed Eagle Canyon Extension roadway, which would provide a connection from Eagle Canyon Road in Spanish Springs to the North Valleys (Lemmon Valley), and to identify needed improvements to the existing Eagle Canyon Road. The study will identify and evaluate potential roadway alignments, roadway and operational improvements, and recommend a preferred alternative. It will develop recommended multimodal transportation improvements relative to adjacent existing and planned land use. The finalized plan will provide the necessary background to advance the project through NEPA and design as well as to serve as a guide for future planning efforts of the agencies within the corridors.

This procurement will begin the process of a qualification-based selection to select a Service Provider to perform Engineering services to develop the Eagle Canyon Extension Alignment Alternatives and PEL Study.

FISCAL IMPACT

Appropriations are included in the FY 2019 Budget and FY 2018 – FY 2019 Unified Planning Work Program (UPWP).

PREVIOUS ACTIONS BY BOARD

November 16, 2018	Approved Amendment 1 to the FY 2018 – FY 2019 Unified Planning Work Program (UPWP)
May 18, 2017	Approved the FY 2018 – FY 2019 Unified Planning Work Program (UPWP)
May 18, 2017	Approved the 2040 Regional Transportation Plan (RTP)
February 16, 2017	Approved the North Valleys Multimodal Transportation Study

ADDITIONAL BACKGROUND

The need for this study arose from the North Valleys Multimodal Transportation Study completed by the RTC in February 2017. Through that process, North Valleys residents expressed a desire for a direct connection between the two areas as both have been experiencing, and are expected to continue to experience, significant growth in housing and employment.

The proposed roadway would help to alleviate traffic currently utilizing US 395/Spaghetti Bowl/Pyramid Highway, and improve regional traffic flow. The construction of the Eagle Canyon Extension is identified in the RTC 2040 Regional Transportation Plan (RTP) within the 2027-2040 timeframe. Concerns regarding traffic operations on Eagle Canyon Road were identified during the 2040 RTP process and will be addressed through this study. This study is expected to identify potential environmental impacts within the corridor study area that would need to be addressed during the National Environmental Policy Act (NEPA) process, engage stakeholders throughout the preliminary planning process, and recommend multimodal transportation improvements for a preferred alignment to be carried forward into design and preliminary engineering.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations regarding this report.

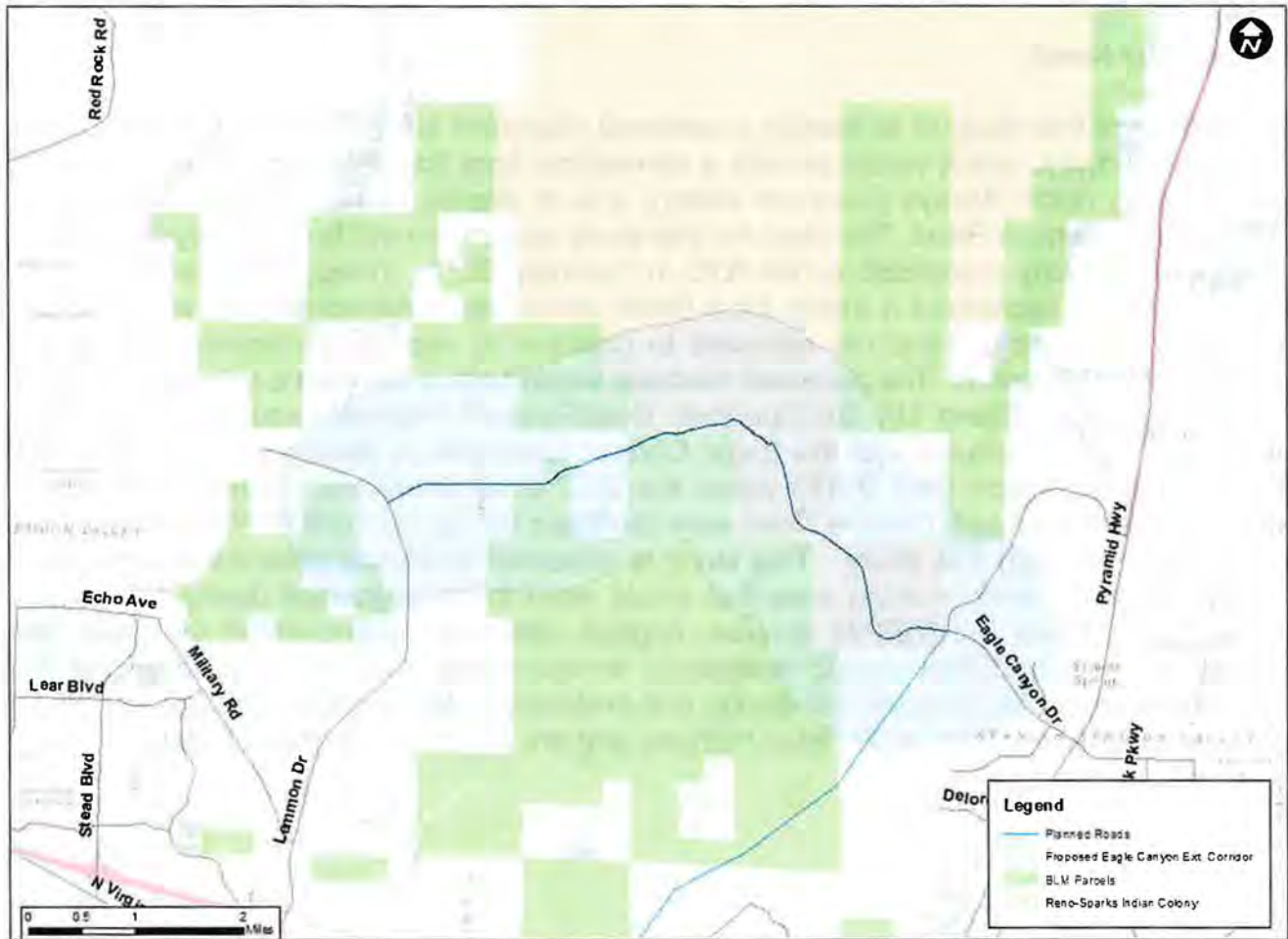
Attachment

Eagle Canyon Extension Alignment Alternatives and Planning and Environmental Linkages (PEL) Study - Scope of Work - DRAFT

Purpose and Need:

The purpose of this study is to identify a preferred alignment for the proposed Eagle Canyon Extension roadway, which would provide a connection from Eagle Canyon Road in Spanish Springs to the North Valleys (Lemmon Valley), and to identify needed improvements to the existing Eagle Canyon Road. The need for this study arose from the North Valleys Multimodal Transportation Study completed by the RTC in February 2017. Through that process, North Valleys residents expressed a desire for a direct connection between the two areas as both have been experiencing, and are expected to continue to experience, significant growth in housing and employment. The proposed roadway would help to alleviate a substantial amount of traffic currently utilizing US 395/Spaghetti Bowl/Pyramid Highway, and improve regional traffic flow. The construction of the Eagle Canyon Extension is identified in the RTC 2040 Regional Transportation Plan (RTP) within the 2027-2040 timeframe. Concerns regarding traffic operations on Eagle Canyon Road were identified during the 2040 RTP process and will be addressed through this study. This study is expected to identify potential environmental impacts within the corridor study area that would need to be addressed during the National Environmental Policy Act (NEPA) process, engage stakeholders throughout the preliminary planning process, and recommend multimodal transportation improvements for a preferred alignment to be carried forward into design and preliminary engineering. The general project limits are from Military Road to Pyramid Highway and are shown in the image below.

Study Area



Objective:

The study will identify and evaluate potential roadway alignments, roadway and operational improvements, and recommend a preferred alternative. It will develop recommended multimodal transportation improvements relative to adjacent existing and planned land use. The study will be conducted in coordination with the Nevada Department of Transportation (NDOT), Reno-Sparks Indian Colony (RSIC), Bureau of Land Management (BLM), Truckee Meadows Water Authority (TMWA), Washoe County, City of Reno, City of Sparks, Washoe County School District, and any other applicable stakeholders, including the general public. The finalized plan will provide the necessary background to advance the project through NEPA and design as well as to serve as a guide for future planning efforts of the agencies within the corridors.

Task 1: Project Management

- 1.1 Invoicing and Progress Reports - Prepare the monthly progress reports, invoices, and billing.
- 1.2 Coordination - An initial meeting with RTC will be organized to establish study goals and objectives. Coordination with the RTC project manager and staff will be on-going throughout the project. It is anticipated that the consultant will communicate with the project management team through brief weekly telephone updates and an in-person meeting once per month. Additional coordination meetings will be considered additional work and billed on a time-and-materials basis.
- 1.3 Management Plan - The consultant shall provide a management plan that identifies a team organizational structure and anticipated steps and processes required to complete the study. This will include a project schedule and budget for each task and corresponding deliverables, and progress reports.

Task 2: Existing and Future Conditions Analysis

- 2.1. Existing Studies - Review existing traffic and land use development studies that are relevant to the North Valleys and Spanish Springs areas and incorporate into the analysis. Review recent and planned improvements including proposed utility improvements/expansion in consideration of potential roadway alignments.
- 2.2 Traffic Analysis – Prepare Level of Service (LOS) analyses for the study intersections and roadway segments. Develop existing and 2040 traffic volumes along the corridor and at major intersections using adjusted RTC travel demand model results. Identify potential roadway alignments in the area in coordination with the project team. Conduct a simplified screenline analysis of the study area. Obtain recent peak hour morning and evening turning movement data at key intersections in the corridor during a typical work day when school is in session. Analyze system performance utilizing the data collected. Assess operational issues related to school zones.
- 2.3 Land Use Analysis - Collect information about zoning, current land use, and planned land use/redevelopment, including area schools; school zones, major commercial, industrial and residential developments; and planned utility expansion. Coordinate with the Truckee Meadows Regional Planning Agency (TMRPA) to update information about proposed developments in the area. Coordinate with Washoe County School District and major land use developments that have the potential to significantly impact the travel demand or traffic operations in the study area. Develop a memo to document all land use changes compared with the 2016 consensus forecast which was used in the RTC's travel demand model. Provide a summary that can be used by the RTC to update the travel demand model land use data and reflect the development forecasts. Travel demand modelling will be conducted by the RTC and outputs provided to the consultant. The consultant will adjust raw model results following the RTC's direction.

- 2.4 Safety Analysis – Collect available crash statistics, including bicycle and pedestrian related crashes, to analyze potential safety issues and contributing factors on the study roadway segments.
- 2.5 Transit Analysis – Document existing transit service and ridership trends in the immediate study area. This includes boardings and alightings by stop, hours of service, locations for bus stops, and transit amenities in the study area. Identify potential park and ride locations ideally situated to facilitate existing/anticipated travel patterns. Coordinate with the RTC Public Transportation and Operations Department to analyze future transit service needs.
- 2.6 Pedestrian/Bicycle Analysis – Document the location of existing pedestrian and bicycle facilities and the connectivity of these networks in the study area. This will be based on the current Pedestrian and Bicycle Master Plan and available mapping or GIS layers.
- 2.7 Environmental Analysis – This study will address planning and environmental linkages (PEL). It will document the potential environmental and cultural impacts of proposed improvements, including but not limited to: impacts to the Reno-Sparks Indian Colony and other Environmental Justice (EJ) considerations, schools, endangered/protected species, wetland areas, stormwater/drainage impacts, section 4(f) properties, air quality, noise, visual, and recreational access to federal lands.

Task 3: Public and Agency Involvement

- 3.1 Project Technical Advisory Committee (Project TAC) Meetings – Facilitate up to four project TAC meetings that will be held during the planning study to review study issues and results. Develop a committee list comprised of the agencies identified above in the “Objective.”
- 3.2 Public Information Meetings/Planning Workshops – Facilitate up to five public information meetings in an open-house/workshop format during the project. Conduct outreach to area residents and business/property owners and community groups. Two meetings each will ideally be held in the North Valleys and Spanish Springs. A fifth meeting would occur upon the request of the Reno-Sparks Indian Colony.
- 3.3 RTC Technical Advisory Committee (RTC TAC) and Citizens Multimodal Advisory Committee (CMAC) Meetings – Make two presentations to the RTC TAC and CMAC (four meetings total).

Task 4: Develop and Evaluate Alternatives

- 4.1 Develop a vision statement and associated goals for the study. This multimodal vision statement should incorporate community and stakeholder input and include the integration of transportation, land use, environmental, and community needs. Project area goals should reflect existing and future land use.

- 4.2 Roadway and Traffic Improvements - Develop and evaluate alternatives including the following:
- *Travel lane configurations and right-of-way determinations*
 - *Intersection configurations and potential roundabouts*
 - *Existing traffic signal upgrades and operational improvements*
 - *Bicycle and pedestrian infrastructure, including lighting*
 - *Signage and pavement markings*
 - *Traffic calming measures*
 - *School zone operational and safety improvements*
 - *Potential park and ride lots and transit amenities*
- 4.3 Environmental Impacts – Develop and evaluate potential environmental impacts associated with the various roadway alignment alternatives and recommended mitigation measures.

Task 5: Report Preparation

- 5.1. Draft Report - Prepare a concise and focused draft report including graphics and illustrations of alternatives. The report will include typical cross-sections, conceptual design level exhibits for roadway and intersection improvements, concept layouts of other improvements, and planning level cost estimates.
- 5.2 Revised Report – Revise the draft report based on comments from the RTC and project TAC. Present revised report to TAC, CMAC and the public.
- 5.3 Final Report – Incorporate comments from TAC and CMAC members and the public and produce the Final Report.

Task 6: Optional Services

- 6.1. Performance of additional data collection, community outreach, and other planning services as directed by the RTC up to the budget indicated in the fee estimate under this task on a time and materials basis.

This task is intended to be flexible and may include other data collection efforts, planning assistance, additional public outreach, design details, and related activities as directed by the RTC.

Deliverables

1. Meeting materials and displays for public, stakeholder, and RTC TAC/CMAC/Board meetings.
2. Provide an electronic copy of draft report to the RTC for review and distribution.
3. Provide five printed copies of the final report and an electronic copy.

Project Milestones:

1. Project coordination meeting with RTC – Month 1
2. Project TAC meeting #1 – Month 2
3. Project TAC meeting #2 – Month 5
4. Public Information/Workshop Meetings #1 & 2 – Month 5
5. Project TAC meeting #3 – Month 6
6. Draft Report – Month 9
7. Project TAC meeting #4 – Month 10
8. Public Information/Workshop Meetings #3 & 4 – Month 10
9. Revised Report – Month 11
10. Final Report – Month 12

Eagle Canyon Extension Alignment Alternatives and Planning and Environmental Linkages (PEL) Study – Evaluation Criteria & Weighting

1. Project Approach: (35 pts)

- a. Teams will be evaluated based on the following:
 - i. Demonstration of Sound Transportation Planning Techniques and Holistic Approach to Planning Study
 - ii. Multi-Modal Nature of Approach and Integration of Other Utilities
 - iii. Innovative Planning & Traffic Engineering Techniques and Strategies
 - iv. Innovative Public Engagement Strategies
 - v. Innovative PEL Strategies

2. Past Performance: (20 pts)

- a. Project teams will be evaluated on their past performance of similar projects or projects which include techniques and analysis that is included in the proposers approach to this project.
- b. List RTC project(s), if any, as well as details of at least three similar projects, other than RTC project(s), including project name, project staff, initial project budget and final budget, project dates, and the name and contact information for a client representative.

3. Project Team: (15 pts)

- a. Teams will be evaluated based on the individual experience, technical capabilities, education, and certifications of each proposed project staff member.
- b. Project Teams must include resumes of all proposed project staff members.
- c. Successful teams will include experts from multiple disciplines (Transportation Planning, Traffic Engineering, Urban Design, Public Engagement, Land Use Planning, Environmental Analysis) with a wide variety of specialties (Roadway and Utility Design, Micro-Simulation, Traffic Modeling, School Zone Safety and Operations, Public Engagement, Social Media Engagement) in order to provide the holistic analysis required for this project. Successful teams will also have experience on projects with diverse stakeholders from multiple government agencies, including tribal governments.
- d. Project teams must submit an organizational chart indicating the Project Manager and all proposed project staff.

4. Local Knowledge & Experience: (15 pts)

- a. Project teams will be evaluated based on their understanding of and experience with past and current transportation planning issues both in the project area and Washoe County as a whole.

5. Capacity and Availability: (15 pts)

- a. Demonstrate the anticipated availability of the key personnel for the duration of the project. Specify if the availability of the key personnel will change during the project. List significant projects and any RTC projects that the key personnel are currently working on or are committed to work on, the percentage of time allocated to each project and the completion date for each project.
- b. Demonstrate the capacity of the project team to meet the needs of the project tasks. Consider the prime consultant's and sub-consultant's depth of staffing and other resources.
- c. Provide a commitment that the proposer will provide key personnel as needed to successfully complete the project.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning · Public Transportation & Operations · Engineering & Construction
Metropolitan Planning Organization of Washoe County, Nevada

March 15, 2019

AGENDA ITEM 3.14

TO: Regional Transportation Commission

FROM: Mark Maloney
Transit Operations Manager



Lee G. Gibson, AICP
Executive Director

SUBJECT: RTC RIDE Fixed-Route Services Operations and Maintenance Service Agreement Award

RECOMMENDATION

Approve the agreement with Keolis Transit Services, LLC for four years plus two, three-year options, in an amount not-to-exceed \$ 241,980,310, for the operation and maintenance of RTC RIDE Fixed-Route Service; and authorize the RTC Executive Director to execute the agreement.

SUMMARY

At the February 15, 2019, Board meeting, the RTC unanimously approved the recommendation to award an agreement for four years plus two, three-year options to Keolis Transit Services, LLC (Keolis) for the operations and maintenance of RTC RIDE fixed-route services and authorized the Executive Director to finalize a contract for approval by the Commission. The following addresses issues raised by the Commissioners at the meeting:

- **Retention of the current workforce**
 - Section 202 of the Contract has numerous provisions addressing the transition in the workforce including:
 - a priority in hiring for the existing workforce
 - a base wage requirement that must be paid for different position classifications (which reflect the wage increases previously provided by MV)
 - the seniority of staff is preserved
 - recognition of union selected, is required
 - provision of comparable health, vacation and sick benefits
 - continuation of participation in Teamsters retirement plan
 - RTC staff will be working closely with Keolis' start-up team to ensure a smooth transition of the service when Keolis begins operation on July 1, 2019.

- **Customer satisfaction surveys and possible phone app (e.g. Rate My Ride)**
 - RTC Customer Service staff regularly evaluates the service utilizing a survey instrument called *Customer Service on Wheels*. Staff ride buses to evaluate and rate:
 - Coach Operator appearance
 - Bus cleanliness
 - Coach Operator-Passenger interaction
 - Eliciting and engaging ridership feedback
 - Observing Bus Stop cleanliness, damage, etc.
 - Evaluating onboard technology functionality
 - Keolis' proposal includes the *Mystery Rider Program*
 - Integral component of their customer service program
 - "Think Like a Passenger" approach
 - Keolis' objective is to audit approximately 325 bus services each year
 - Each of the 27 routes would be checked monthly
 - Program elements observed include:
 - Safety
 - Customer Service Quality
 - Presentation of Bus Services
 - Program elements can be tailored to reflect current focus on quality service improvement efforts
 - Data will be reported to RTC monthly
- **Provide periodic "check-in" with the Commission on service performance**
 - Language has been added to Article 5, Section 501D, as follows:
 - The parties shall have a meeting annually to discuss service performance and other contract issues and may develop an action plan to address any deficiencies or issues discussed that the Contractor shall implement.
 - RTC staff will continue its practice of meeting at least bi-monthly with the contractor to discuss performance standards, operational issues, and any other contractual issues/concerns.
 - Keolis is required to report monthly regarding its performance.
 - These reports will be summarized and reported to the Commission in staff's monthly report.

FISCAL IMPACT

The four year operating costs plus two, three-year options for Keolis Transit Services, LLC totals \$241,980,310. The FY 2020 draft budget will include approximately \$21,967,684 for the first year of the Keolis contract and \$590,405 for Keolis' start-up costs.

PREVIOUS BOARD ACTIONS:

- Feb 2019: Approved the recommendation to award a contract to Keolis Transit Services, LLC for four years plus two, three-year options, for the operation and maintenance of RTC RIDE Fixed-Route Service; and authorized the Executive Director to finalize a contract for approval by the Commission.
- Jan 2019: Acknowledge receipt and discussion on fixed-route (RTC RIDE) RFP development.
- Aug 2018: Approved the draft Request for Proposals (RFP) for the provision of RTC RIDE Fixed-Route Operations and Maintenance Services, incorporating ideas and suggestions received through our Industry Review efforts and direction from the Commission, into the draft RFP. Directed staff to proceed with the issuance of the RFP.
- Jul 2018: Acknowledged receipt of the Industry Review efforts, and provided direction to staff regarding the development of the draft request for proposals (RFP) for the operations and maintenance of the RTC RIDE fixed-route system.
- Jun 2018: Acknowledged receipt and discussion on RIDE driver/maintenance employee recruitment/retention progress.
- Mar 2018: Acknowledge receipt and discussion on public transportation at the Board Budget Workshop.
- Dec 2017: Acknowledged receipt of UNR's Center of Economic Research study on the Northern Nevada Labor Market and the impact on RIDE driver/maintenance employee recruitment/retention.

Attachment

CONTRACT

Between

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY**

and

KEOLIS TRANSIT SERVICES, LLC

For

**OPERATION AND MAINTENANCE
OF
FIXED-ROUTE TRANSIT SERVICES**

March 15, 2019

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- Attachment B* Fixed Monthly Payment and Service Hour Rate and RTC Price Proposal and Cost Breakdown General Information, Expense Definitions And Forms
- Attachment C* Total Cost Summary
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- Attachment R* Environmental Management Procedures Plan
- Attachment S RTC RIDE Media Response Procedures

***Contractor Provided Item**

CONTRACT FOR THE OPERATION AND MAINTENANCE OF FIXED ROUTE TRANSIT SERVICES

This Contract (Contract) is made and entered into this day of 2019, by and between the Regional Transportation Commission of Washoe County and Keolis Transit Services, LLC, (Contractor), a corporation authorized to do business in the State of Nevada.

ARTICLE 1—DEFINITIONS AND INTRODUCTORY PROVISIONS

SEC. 101 DEFINITIONS

As used in this Contract:

- (1) **Adequate, Appropriate, Proper, Sufficient.** The terms “Adequate, Appropriate, Proper, Sufficient”, or variations thereof as used throughout this Contract, mean performing work or duties under the Contract in accordance with the standards and requirements of the Contract Documents and in accordance with the standards and requirements generally accepted as standards in the transit industry.
- (2) **Best and Final Offer.** The term “Best and Final Offer” or “BAFO” means the final, written Proposal made by the Contractor to provide the scope of services set forth in the RTC’s Request for Proposals No. RTC18-8.
- (3) **Block.** The term “block” means a work assignment for a Revenue Vehicle.
- (4) **Communications System.** The term “Communications System” refers to all hardware and software equipment used by the RTC in support of radio, computer aided dispatching, and passenger information activities. The Communications System integrates scheduling software (currently HASTUS) with Global Positioning System (GPS)-based Automatic Vehicle Locator (AVL) functions (currently Trapeze ITS), and NextBus Passenger Information system, and includes data and voice transmissions and emergency alarm systems. It is also used by the public to access real-time information about the transit system.
- (5) **Contract.** The term “Contract” means this Contract for the operation and maintenance of fixed route transit services entered into between the RTC and the Contractor.
- (6) **Contract Documents.** The term “Contract Documents” means the following documents which collectively constitute the obligations of the Contractor, set forth hereafter in their order of precedence: (1) this Contract and the Attachments hereto; (2) the Request for Proposals and any addenda thereto; (3) the Contractor’s Best and Final Offer; and (4) the Contractor’s proposal in response to the RFP.
- (7) **Contract Term.** The term “Contract Term” means the Base Contract Term and any Option Terms, if any options are exercised.

(8) **Contractor**. The term “Contractor” means Keolis Transit Services, LLC, the entity entering into this Contract with the RTC to provide the services described in the Contract Documents.

(9) **Days**. The term “Days” means regular business days of the RTC (Monday-Friday), unless otherwise specifically indicated.

(10) **Deadhead Time**. The term “Deadhead Time” means the scheduled amount of time for a Revenue Vehicle, without passenger(s), to move from the garage or yard to the origin point of the first Vehicle Trip, and from the last scheduled geographic point of the last Vehicle Trip back to the garage or yard.

(11) **Equipment**. The term “Equipment” means the equipment supplied by the RTC for use by the Contractor in providing services under the Contract, as listed in Attachment L, including the fueling equipment and other equipment located at the Facilities.

(12) **Facilities**. The term “Facilities” means the RTC provided buildings, structures, stations, bus stops, shelters and grounds, to be used by the Contractor in providing services under the Contract, as identified in Attachment J.

(13) **Facility Maintenance**. The term “Facility Maintenance” means the work required to clean, maintain, and restore buildings, grounds, utilities, systems, and equipment in compliance with vendors’ specifications, to original condition or such condition that it can be effectively and efficiently used for its intended purpose.

(14) **Federal Transit Administration (FTA)**. The term “Federal Transit Administration” or “FTA” refers to the Federal Transit Administration of the United States Department of Transportation or its successor entity.

(15) **Fixed Monthly Payment**. The term “Fixed Monthly Payment” means the monthly amount paid to the Contractor for its fixed costs, which are those costs that remain constant regardless of the number of Revenue Service Hours provided. The Contractor’s Fixed Monthly Payments for the Base Contract Term and the Option Terms, and the Price Proposal and Cost Breakdown instructions that were included in the RTC’s RFP for Ride Fixed Route Services (RTC RFP 18-8) are included in Attachment B to this Contract.

(16) **Governing Body of the Regional Transportation Commission of Washoe County**. The term “Governing Body of the Regional Transportation Commission of Washoe County” or “RTC Governing Body” refers to the elected representatives of the entities of Washoe County, Nevada, including the County of Washoe and the cities of Reno and Sparks, who make up the voting membership of the RTC, and the Director of the Nevada Department of Transportation, who serves as an ex-officio member.

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(17) **Hazardous Materials**. The term "Hazardous Materials" means flammable, explosive, or radioactive materials, chemicals, hazardous wastes, toxic waste or materials, or similar substances, any petroleum products or derivatives deemed hazardous by Federal, State or local law, and any other materials defined as "hazardous materials" or "hazardous substances" under applicable Federal or State law.

(18) **Holiday Schedule**. The term "Holiday Schedule" means a modified schedule to provide a different level of transit service on designated days.

(19) **Key Personnel**. The term "Key Personnel" means the following Contractor personnel: the General Manager, Operations Manager, Maintenance Manager, Safety & Training Manager, Labor Relations, Recruiting and Human Resources Manager, Customer Service Manager, and Information Technology Manager.

(20) **Mechanical Road Call**. The term "Mechanical Road Call" means a revenue service interruption caused by failure of a mechanical element of a Revenue Vehicle. The term "Mechanical Road Call" does not include a service interruption caused by a declared fleet defect.

(21) **Missed Trip**. A trip that is not serviced prior to the follower.

(22) **Regional Transportation Commission**. The terms "Regional Transportation Commission", "RTC", and "Commission" mean the Regional Transportation Commission of Washoe County, Nevada, the entity authorized under Nevada law to operate public transit services and contract with private providers to provide public transit services.

(23) **Revenue Service**. The term "Revenue Service" means fixed route bus services available to carry fare-paying passengers.

(24) **Revenue Service Hours**. The term "Revenue Service Hours" means the scheduled amount of time for a Revenue Vehicle to depart from the point of the first Vehicle Trip to the destination point of the last Vehicle Trip. The term "Revenue Service Hours" does not include Deadhead Time to and from the garage, as defined in paragraph (10) hereof, missed trips, or any time when a Revenue Vehicle is out of service for mechanical breakdown, training, or other operational variation which would remove a vehicle from availability for revenue service. The term "Revenue Service Hours" does include layover/recovery time, vehicle movements to begin subsequent scheduled trips (including interlined trips) and fast charging during recover time.

(25) **Revenue Vehicle**. The term "Revenue Vehicle" means the vehicles utilized to provide fixed route bus services while carrying fare-paying passengers in the RTC's service area in accordance with this Contract, as identified in Attachment G, and includes the contingency fleet.

(26) **RTC Executive Director**. The term "RTC Executive Director" means the Executive Director of the RTC appointed by the RTC Governing Body.

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(27) **RTC Project Manager.** The term “RTC Project Manager” means the individual designated by the RTC Executive Director to administer the RTC’s responsibilities under this Contract or the person designated by the RTC Project Manager to carry out his/her responsibilities under the Contract.

(28) **Service Hour Rate.** The term “Service Hour Rate” means the amount paid to the Contractor per Revenue Service Hour actually operated by the Contractor in a month for its variable costs, which are those costs that change depending on the number of Revenue Service Hours operated. The Contractor’s Service Hour Rates for the Base Contract Term and the Option Terms, and the Price Proposal and Cost Breakdown instructions that were included in the RTC’s RFP for Ride Fixed Route Services (RTC RFP 18-8) are included in Attachment B to this Contract.

(29) **Service Miles.** The term “Service Miles” means the number of miles scheduled to be traveled by Revenue Vehicles in revenue service, including deadhead miles traveled.

(30) **Special Services Hour Rate.** The term “Special Services Hour Rate” means the amount paid to the Contractor per Special Services Hour operated by the Contractor in a month for its variable costs of such Special Services, which are those costs that change depending on the number of Special Services Hours operated. The RTC may request Special Services to be operated in accordance with Section 304E of the Contract. The Contractor’s Special Services Hour Rates for the Base Contract Term and the Option Terms, and the Price Proposal and Cost Breakdown instructions that were included in the RTC’s RFP for Ride Fixed Route Services (RTC RFP 18-8) are included in Attachment B to this Contract.

(31) **Standby Coach.** The term “Standby Coach” means a Revenue Vehicle deployed into the service area with an assigned operator that is available for nearly immediate assignment to a route or block where a service anomaly, delay, or disruption requires such action by the dispatcher or supervisor. A “Standby Coach” shall not be considered in Revenue Service and shall not be included in the Service Hour total for the service day.

(32) **Support Vehicle.** The term “Support Vehicle” means any vehicle used to support the operation and maintenance of fixed route transit services provided under this Contract, including, but not limited to, cars, vans, tow trucks, lifted-equipped vans, and service trucks. Contractor’s Support Vehicles shall not exceed three (3) years of age or 36,000 miles, or shall be new as of the service Contract start date.

(33) **Sutro & Sixth Storage Facility.** The term “Sutro & Sixth Storage Facility” or “Sutro” means the RTC storage facility located at 1301 East Sixth Street, Reno, Nevada.

(34) **System.** The term “System” means a complete and organized sum of integral parts that make up a working unit such as hardware, software, mechanical, electrical and structural systems. Examples include but are not limited to bus washes, building structures, flooring, fire/life safety, plumbing, mechanical, electrical, pneumatic, HVAC, and lighting systems.

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(35) **Vehicle Hours**. The term “Vehicle Hours” means the scheduled amount of time for a Revenue Vehicle to depart from the point of origin of the first Vehicle Trip to the destination point of the last Vehicle Trip, including Deadhead Time as defined in paragraph (10) hereof. The term “Vehicle Hours” does not include missed trips, mechanical breakdown, training, or other operational variation which would remove a vehicle from availability for revenue service.

(36) **Vehicle Trip**. The term “Vehicle Trip” means the operation of a Revenue Vehicle in scheduled service from the first geographic timepoint to the last geographic timepoint on a route or pattern servicing all applicable bus stops along the route or pattern and adhering to the published departure times.

(37) **Jerry L. Hall Operations and Maintenance Facility**. The term “Jerry L. Hall Operations and Maintenance Facility” means the RTC bus maintenance and operation facility located at 2050 Villanova Drive, Reno, Nevada.

(38) **Transit Centers**. The term “Transit Centers” means the RTC’s Fourth Street Station located in Reno, and the Centennial Plaza located in Sparks.

SEC. 102 SCOPE OF WORK AND ALLOCATION OF RESPONSIBILITIES

A. Contractor Scope of Work. The Contractor shall be responsible for providing operations and maintenance services for the RTC in accordance with the Contractor’s Scope of Work set forth below and in compliance with the requirements of this Contract and the Attachments hereto.

B. In General. The Contractor shall manage and operate RTC fixed-route bus services and maintain the Facilities and Equipment provided by the RTC, including Revenue and non-revenue Support Vehicles, in compliance with vendors’ specifications and standards, necessary to accomplish its obligations under this Contract. The Contractor shall also provide an appropriately trained workforce, and provide equipment and materials (except those items provided by the RTC in accordance with the Contract) needed to operate the fixed-route bus service over the routes and within the Revenue Service Hours established by the RTC.

C. Project Management. The Contractor shall manage the project according to operating procedures approved by the RTC. The RTC shall have the right to establish additional requirements which are reasonable for the operation of this service, pursuant to a Contract Amendment or the service change process set forth in this Contract.

D. Specific Contractor Responsibilities. The Contractor’s performance shall be in accordance with the obligations of this Contract and the Exhibits attached hereto. The Contractor’s responsibilities shall include the following:

- (1) Meet all operations, equipment, performance and maintenance requirements established by this Contract.

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- (2) Operate and maintain all Revenue Vehicles provided by the RTC, and any new Revenue Vehicles purchased during the Contract Term, in accordance with this Contract, including the proper maintenance, operation, and usage of destination signs, block identification signs, on-board audio and video recording devices, and the Communications System.
- (3) Provide transit service in accordance with the established schedule, or as otherwise agreed to by the RTC and the Contractor.
- (4) Meet performance, security and safety standards, as set forth in this Contract and the Attachments.
- (5) Provide properly trained, qualified personnel having management, operation, and maintenance expertise necessary to operate the RTC's fixed route services, and administer personnel matters regarding the Contractor's employees.
- (6) Meet employee hiring, training standards, and Personnel Requirements as specified in this Contract.
- (7) Provide properly trained and qualified personnel in sufficient quantities to dispatch RTC Revenue vehicles and provide all other dispatch functions.
- (8) Provide appropriately trained and qualified Safety personnel to investigate accidents and unsafe practices in a timely manner, and provide reports of those investigations to the RTC in accordance with this Contract.
- (9) Provide for full vehicle scheduling, run cutting, and operator deployment, in accordance with the requirements of this Contract.
- (10) Maintain, preserve, and protect RTC Facilities, Equipment, tools, and materials in good working order and in accordance with the requirements of this Contract and the RTC and/or vendors' specifications.
- (11) Provide for the acquisition (purchase or lease) of Support Vehicles.
- (12) Provide tires and replacement tires in sufficient quantities for Revenue Vehicles to maintain the RTC schedule in a cost effective manner.
- (13) Collect fares in a manner that complies with the RTC's established and published fare policy (See Attachment A).
- (14) Appropriately maintain and probe fareboxes; switch out farebox vaults into RTC money room under procedures approved by the RTC and in accordance with Section 310.

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- (15) Provide timely on road emergency farebox service, such as clearing jammed fareboxes or exchanging broken fareboxes.
- (16) Maintain Ticket Vending Machines (TVMs) provided by the RTC at transfer facilities.
- (17) Install, relocate and remove all existing bus stop signs, poles, benches, shelters and other passenger amenities at locations determined by the RTC in accordance with Barrier Free Design Standards issued in the September 6, 1991 Federal Register, 49 C.F.R. Parts 27, 37 and 38 "Transportation for Individuals with Disabilities: Final Rule," and any subsequent revisions.
- (18) Clean and maintain all bus stops, RTC RAPID (BRT) Stations, and the Meadowood Mall Transfer Facility, including but not limited to passenger shelters, benches, trash receptacles, lights, electronic display signs, recording equipment and kiosks, in a prompt and timely manner.
- (19) Removal of snow at the Jerry L. Hall Operations and Maintenance Facility, RTC RAPID (BRT) Stations, the Sutro Storage Facility, and the Meadowood Mall Transfer Facility.
- (20) Install updated and remove outdated route maps, schedules and other informational items at bus stops as required by this Contract.
- (21) Maintain regular written and verbal communications with the RTC to the satisfaction of the RTC Project Manager or his/her designee.
- (22) Comply with and/or assist with the RTC's monitoring and auditing programs, including, but not limited to, Title VI submittals. Assist with the RTC's ongoing programs, including origin-destination surveys, onboard data trip surveys, and other ridership and customer satisfaction surveys that may be periodically undertaken.
- (23) Respond promptly and precisely to the RTC's requests for information according to the schedule set by the RTC.
- (24) File all operating, financial, and performance reports and invoices in accordance with this Contract in order to allow the RTC to review their content in a timely manner.
- (25) Provide first dollar or contractor self-insured automobile, general liability, employment practices liability, and workman's compensation insurance coverage as required in this Contract.
- (26) Immediately report to the RTC any accidents, including passenger accidents, or any other non-routine event or operational deviation, in accordance with this Contract.

- (27) Provide appropriate security measures in compliance with Federal and State laws and regulations for the RTC's fixed route system and in accordance with plans and programs as required by the RTC, and cooperate with public safety agencies regarding security activities on board vehicles and elsewhere.
- (28) Utilize all Communications System equipment as outlined in Section 314; maintain and repair communication equipment, including mobile radios, handheld radios and onboard equipment.
- (29) Refer all RTC related media inquiries to the RTC Public Information Officer or other designated representative, and cooperate in providing public information through the RTC.
- (30) Submit quarterly reports on Disadvantaged Business Enterprise (DBE) participation.
- (31) Promptly notify the RTC Project Manager of any deficiencies or defects in any Facilities or vehicles furnished by the RTC, in accordance with this Contract.
- (32) Provide all of the appropriate tools needed for the maintenance of Revenue Vehicles, except those normally and permanently affixed to the buildings or grounds, and those provided by the RTC in the inventory under this Contract, and replace tools as necessary during the Contract Term, in accordance with the terms of the Contract.
- (33) Provide all office equipment needed for operation of the RTC's fixed route services including, but not limited to, all cell phones, computers, including hardware, software, and peripherals, all furniture, and all copiers, except for equipment provided by the RTC in the inventory under this Contract, and replace office equipment as necessary during the Contract Term, in accordance with the terms of the Contract.
- (34) Operate any office equipment provided by the RTC in a manner consistent with reasonable and customary office equipment usage. Do not misuse any equipment provided by the RTC.
- (35) Be responsible for pro-rated monthly telephone, utility bills and associated expenses as provided in the Contract.
- (36) Identify, acquire, and maintain a sufficient parts inventory to properly maintain the various types and number of Revenue Vehicles in the RTC fleet. Upon termination of the Contract, insure that an adequate inventory of needed parts remains for purchase by the successor. RTC has the right to perform an inventory inspection at any time.

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- (37) Maintain an appropriate and sufficient level of fuel supply and notify the supplier of the need for fuel, in a timely manner, to keep the Revenue Vehicles properly maintained and in full revenue operation.
- (38) Properly dispose of all hazardous materials including, but not limited to, waste oil, grease, and automatic transmission fluid, in accordance with the Contractor's Environmental Management Procedures Plan and all applicable local, State, and Federal laws and regulations.
- (39) Comply with the RTC's approved Storm Water Pollution Prevention Plan.
- (40) Implement and maintain any "Green" initiatives as required by the RTC (such as recycling and waste reduction programs).
- (41) Comply with RTC's policies and procedures pertaining to appropriate access, control, and security for all RTC Facilities provided under this agreement.
- (42) Comply with all RTC Security/Safety policies, programs and procedures.
- (43) Provide all janitorial services and materials necessary for the proper cleaning and maintenance of the Jerry L. Hall Operations and Maintenance Facility. The Contractor may provide the required services through a subcontractor subject to RTC approval under Section 511.
- (44) Notify the RTC Project Manager of any issues or concerns in proposed RTC fixed route service expansions, alterations, and/or reductions in service in a timely manner. This notification can be verbal but must be also submitted in writing.
- (45) Participate in the RTC's Planning/Enhancement process.
- (46) Assist the RTC in the procurement of Revenue Vehicles, in accordance with all RTC and FTA procurement policies, standards and procedures, including preparation of specifications and conducting audits, and inspections.
- (47) Conduct all National Transit Database (NTD) on-board passenger data trip surveys in the manner prescribed by the RTC.
- (48) Assist the RTC with marketing activities as requested by the RTC, including review of publications, timetables, route maps, and other materials for accuracy.
- (49) Appropriately monitor bus wrap installations and report on a monthly basis any quality concerns, including the lifting of wraps, paint damage, or safety violations that occur and need to be addressed by the RTC's advertising contractor.

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- (50) Manage and implement the posting and timely removal of Rider Alerts, Transit Guides, and other RTC approved publications and announcements, on the RTC website, in all vehicles and facilities.
- (51) Identify, develop, and propose to the RTC new or revised services or service performance ideas intended to create cost savings or revenue enhancements for the RTC; provided that the decision to implement any such proposal and/or share any such savings or enhancements with the Contractor shall be in the sole discretion of the RTC.
- (52) Comply with all FTA drug and alcohol testing requirements and assist the RTC in auditing and monitoring compliance with those requirements.
- (53) Comply with the Equal Employment Opportunity (EEO) Program and with FTA's EEO Program Guidelines and with all other related and applicable programs (e.g., Executive Order 11246).
- (54) Promptly notify the RTC Fleet and Facilities Manager of any deficiencies or defects in any Facilities, vehicles or equipment furnished by the RTC, in accordance with this Contract.
- (55) Comply with all applicable Federal, State, and local laws and regulations.
- (56) Provide access and assistance to any and all Federal and Nevada OSHA inspections of the workplace as reasonably necessary, even if requested without prior notice.
- (57) Participate in any community programs as directed by the RTC (e.g., Project Safe Place).
- (58) Implement and maintain policies, programs (e.g., Outreach, Diversity), and practices (e.g., Community Service, Environmental Stewardship) that reflect a positive community presence.
- (59) Maintain the digital video recording (DVR) software provided by the RTC and maintain any alternative RTC or Contractor-provided system, and save and store recorded data in accordance with Contractor's standard business practices or as otherwise directed by the RTC.

E. RTC Responsibilities. The RTC shall be responsible for paying the Contractor for the operations and maintenance services it provides and for carrying out the RTC Responsibilities set forth below.

- (1) Establish operations and maintenance requirements and performance standards for the Contractor.

- (2) Identify, develop, and plan for new and revised services, and develop service scopes for competitive procurement within the Transportation Improvement Program/Short Range Transit Plan.
- (3) Establish and periodically evaluate all policies regarding the operation and performance of the RTC's fixed route system.
- (4) Provide continuing service planning and capital planning (short and long range), in accordance with the Planning Policies and Procedures adopted by the RTC.
- (5) Coordinate informational reports and manage appropriate information systems.
- (6) Procure and provide ticket vending machines (TVMs) sufficient for the RTC fixed route services, including collection and deposit of revenue.
- (7) Provide digital video recovery/surveillance systems, the Communications System, and associated equipment.
- (8) Provide security on a 24 hour basis at Centennial Plaza and 4th Street Station, and for providing security control systems at all RTC Facilities.
- (9) Establish and evaluate fare policies and fare structure, and review and evaluate ridership trends.
- (10) Collect and deposit fare and ticket sales revenues, maintain custody of fare receipts, and tabulate fare receipts.
- (11) Establish routes, schedule services, and provide all schedule writing and blocking.
- (12) Communicate with the Contractor, the media, and the public.
- (13) Carry out all marketing activities, including the publication of timetables and route maps, and materials that increase accessibility for visually and hearing impaired persons in accordance with the Americans with Disabilities Act.
- (14) Administer and monitor this Contract, audit the Contractor's books, records, and accounts, and evaluate and inspect the Contractor's work for contract compliance.
- (15) Determine compliance with Contract requirements and assess liquidated damages and/or incentives, as appropriate.
- (16) Investigate unsafe practices as the RTC deems appropriate.
- (17) Comply with all Federal, State, and local laws and regulations.

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- (18) Prepare for and provide official notice of all meetings, including those for which the Contractor may be responsible for the presentation of informational items.
- (19) Provide all Revenue Vehicles, and determine all paint schemes and logos, for use in the service described in this Contract.
- (20) Procure and furnish fuel for all Revenue Vehicles.
- (21) Provide appropriate Facilities in accordance with this Contract.
- (22) Design, plan and locate all bus stops and transit facilities.
- (23) Maintain all RTC Facilities except for those Facilities that are the responsibility of the Contractor as described under Section 307.
- (24) Procure and provide the equipment, tools, and materials which are specifically designated as RTC's responsibility in this Contract, including radios, fareboxes, and onboard media devices.
- (25) Report to the RTC Governing Body on the Contractor's performance with regard to system performance, maintenance, and safety.
- (26) Communicate information concerning deficiencies in service to the Contractor in a timely manner.
- (27) Pay the Contractor bi-monthly for services rendered as provided in this Contract.
- (28) Provide (either directly or by contract) customer service at all transit centers, customer information phone lines, including customer voice phone and TDD service, and customer service personnel.

SEC. 103 REPRESENTATIONS, WARRANTIES AND STANDARD OF PERFORMANCE

A. Contractor Representations and Warranties. The Contractor represents, warrants, and covenants as follows:

(1) Maintenance of Licenses and Permits. The Contractor and its subcontractors have, and through the Contract Term shall maintain, all required licenses, permits, status, professional ability, skills and capacity to perform the services and work in accordance with the requirements of the Contract Documents.

(2) Laws, Regulations, and Governmental Approvals. The Contractor has familiarized itself with the requirements of all applicable Federal, State, and local laws and regulations and the condition of any required governmental approvals, prior to entering into this Contract. The

Contractor acknowledges and agrees that it is responsible for complying with such laws and regulations, and, except as otherwise provided in the Contract Documents, for obtaining governmental approvals at its sole cost and without any increase in compensation on account of such compliance, regardless of whether such compliance would require additional time for performance or additional labor, equipment and/or materials not expressly provided for in the Contract Documents.

(3) Legal Proceedings. There are no existing or threatened legal proceedings against the Contractor that would have an adverse effect on its ability to perform its obligations under the Contract, its financial condition, or its operations.

(4) Status and Authority. (a) The Contractor is a corporation, joint venture, or partnership duly organized and licensed to do business in the State of Nevada, with all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted; (b) if a joint venture or partnership, each member of the Contractor is duly qualified to do business, and is in good standing, and will remain in good standing throughout the term of the Contract and for as long thereafter as any obligations remain outstanding under the Contract Documents; and (c) the execution and performance of this Contract will not result in a breach or default under the organizational documents of any such Person or under the terms of any indenture, loan, credit agreement, or related instrument to which such Person is a party or by which it is otherwise bound.

(5) Variety of Vehicles. The Contractor acknowledges that the RTC has a variety of Revenue Vehicles in its fleet and may purchase an additional variety of Revenue Vehicles during the Contract Term, and agrees that the compensation to be paid the Contractor (as described in Section 105 and Attachment B) covers the full cost of operating and maintaining a variety of Revenue Vehicle types and providing the services required under this Contract.

B. Standard of Performance. The Contractor shall perform the services and work diligently, carefully, and in a timely and professional manner, in accordance with the standards and requirements in the Contract Documents and in accordance with standards and practices generally accepted as standards of the industry; and shall have and maintain all required authority, licenses, professional ability, skills, personnel, and capacity to perform its obligations under this Contract. The Contractor shall perform all services and work in its own name and as an independent contractor and not in the name of, or as an agent for, the RTC.

C. Passenger Service and Community Engagement. Washoe County residents and transit passengers are not mere customers that consume a particular product or service (i.e., transit service). Such a view of residents and transit passengers devalues the very substantive, collaborative, and responsible role they play in co-creating the RTC's public transit services. Washoe County residents and RTC's passengers must be thought of as partners regardless of the nature of the interaction. This relationship enhances the standard principles that define good customer service and it seeks to forge a fuller, more equal, and more engaged relationship with residents and passengers.

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The Contractor's obligation is to ensure a pleasant, comfortable, safe, and engaging operating environment for passengers while on-board in-service buses, as well as at all interface points with transit facilities (e.g., bus stops, bus shelters, transit centers, etc.). The Contractor shall also ensure transit operations and employee conduct is respectful of residents and their homes and/or businesses.

SEC. 104 TERM OF CONTRACT AND NOTICES

A. Contract Term. The term of this Contract is for four (4) years (the Base Contract Term), with two (2) three (3)-year options (the Option Terms). The Base Contract Term is from July 1, 2019 to June 30, 2023.

B. Options.

- (1) Notice by Contractor. Options will be exercisable by the RTC in its discretion unless the Contractor notifies the RTC Executive Director in writing by July 1st of the year prior to the first year of the Option Term that the Contractor will not agree to the option exercise. For the first Option Term any such notice would be due no later than July 1, 2022 and for the second Option Term notice would be due no later than July 1, 2025. The Contractor understands and agrees that if it provides such a notice to the RTC, the Contractor shall be precluded from participating in the procurement conducted by the RTC for the operation and maintenance of the RTC's fixed route services to select another contractor following the conclusion of this Contract.
- (2) Exercise by the RTC. Absent the receipt of notice from the Contractor in accordance with paragraph (1) above, the RTC shall notify the Contractor in writing whether it intends to exercise the first three (3) year option at least one hundred eighty (180) calendar days prior to the end of the last year of the four-year Base Contract Term. With regard to the second option and absent the receipt of notice from the Contractor in accordance with paragraph (1) above, the RTC shall provide notice, at least one hundred eighty (180) calendar days prior to the end of the first Option Term, whether it intends to exercise the second three-year option. The decisions as to whether to exercise the options shall be in RTC's sole discretion. In addition, the RTC also reserves the right to extend the Base Contract Term, or either Option Term, on a month-to-month basis, for a period of not-to-exceed one hundred eighty (180) calendar days at then-current Fixed Monthly Payment, Service Hour Rate, and Special Service Rate unless otherwise agreed by the Parties. Performance during any such extension shall be subject to all terms and conditions of this Contract.
- (3) Nature of Option and Prices for Option Term. Absent the receipt of notice from the Contractor in accordance with paragraph (1) above, the options provided under this Contract are the unilateral right of RTC to obtain fixed route transit services from the Contractor for the Option Terms. The Fixed Monthly Payment, Service Hour Rate and Special Service Rate for the Option Terms shall be as set forth in the Contractor's Price Proposal in response in its BAFO and Attachment B to this Contract. The Contractor may propose adjustments to the Fixed Monthly Payment and/or Service Hour Rate for the

Option Terms to the RTC only under the circumstances listed in Section 105(D)(3)(A)-(G) of this Contract.

C. Notice To Proceed.

(1) Issuance of NTP. The RTC will issue a Notice to Proceed (NTP) to the Contractor within three (3) Days after receipt from the Contractor of the following information: (1) the certificates of insurance as specified in Section 403; (2) the Performance Bond required under Section 405; (3) the Contractor's organizational chart; and (4) an executed copy of this Contract. Such information shall be submitted by the Contractor to the RTC within seven (7) Days after the Board approves this Contract. The Contractor is not authorized to perform work under this Contract prior to receiving the NTP. Upon receipt of the NTP, the Contractor shall commence work in accordance with this Contract.

(2) Submittal of Plans and Programs. Within five (5) calendar days after receipt of the NTP, the Contractor shall submit to the RTC, for its review and approval, the Transition and Start-up Plan. Within forty-five (45) calendar days after receipt of the NTP, the Contractor shall submit to the RTC, for its review and approval pursuant to Section 106G, the following plans and programs: (1) the Employee Training Program; (2) the Vehicle Maintenance Plan, including the Preventative Maintenance Program; (3) the Facility Maintenance Plan, including the Preventive Maintenance Plan; (4) the Environmental Management Procedures Plan and (5) the Safety, Security, and Emergency Management Program. All such plans and programs shall be consistent with the plans and programs submitted with the Contractor's proposal in response to the RFP, and shall contain at least the same level of effort (e.g., the required activities during transition and start-up; the hours of specific training, etc.) as set forth in the Contractor's proposal.

SEC. 105 COMPENSATION TO CONTRACTOR

A. General Rule. All compensation to the Contractor for services under this Contract shall be in accordance with the Fixed Monthly Payment, Service Hour Rate, and the Special Services Hour Rate for each year of the Base Contract Term and the Option Terms, as set forth in Attachment B to this Contract.

B. Fixed and Variable Costs. The Contractor's fixed costs shall be compensated bi-monthly on the basis of a Fixed Monthly Payment in accordance with Attachment B. The Contractor's variable costs for the operation of services and maintenance of Revenue Vehicles, Equipment, and Facilities, and associated services provided under this Contract, shall be compensated bi-monthly on the basis of a Service Hour Rate in accordance with Attachment B. The amount due to the Contractor each month for its services under this Contract will be calculated in accordance with Section 401B of this Contract. Any special services provided by the Contractor shall be compensated using the Special Services Hour Rate in effect at the time those services are provided.

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C. Scope of Compensation.

(1) Inclusion in Compensation. Except as provided in paragraph (2) of this subsection, the compensation provided to the Contractor as described in this Section shall cover all costs of services provided and Work performed under this Contract. The Contractor will have no other right or claim to compensation, payment, or reimbursement from the RTC.

(2) Exclusion. The Contractor shall not be responsible for (a) fuel costs of the Revenue Vehicles used in providing services under this Contract; (b) the cost of major repairs, of a single major component the price of which is over Twenty Five Thousand (\$25,000) dollars, as provided in Section 305B(8); (c) major modifications, repairs, and replacements to the Facilities or Equipment as provided in Section 307C(4); or (d) the RTC share of electric utility costs in accordance with Section 307C(5).

D. Fixed Price Obligations.

(1) General Rule. The Contractor agrees that the Fixed Monthly Payment, Service Hour Rate, and Special Services Hour Rates set forth in Attachment B are firm fixed price amounts that are not subject to increase during the Base Contract Term or the Option Terms, and further acknowledges and agrees that it assumes the risk of increases in the cost of doing business over the Base Contract Term and the Option Terms, except as otherwise provided in paragraph (2) or (3) hereof.

(2) RTC Adjustments. In the event of an increase or decrease of more than twenty percent (20%) in the number of Revenue Service Hours operated in any year of the Contract Term, as compared to the number of Revenue Service Hours scheduled for that year, the RTC may notify the Contractor of its intent to adjust the Fixed Monthly Payment and/or Revenue Service Hour Rate. The Contractor shall provide the RTC with documentation of its actual fixed and variable costs, in light of such change in Revenue Service Hours, and the parties shall negotiate in good faith over appropriate adjustments. If the parties are unable to agree within a reasonable period of time not to exceed thirty (30) calendar days, the RTC may, in its discretion, make fair and equitable adjustments in the Fixed Monthly Payment and/or Service Hour Rate. If there is a cumulative change in Revenue Service Hours operated over three consecutive years of more than 20%, the RTC may in its discretion, make fair and equitable adjustments in the Fixed Monthly Payment and/or the Service Hour Rate on or before July 31st.

(3) Contractor Proposed Adjustments. The Contractor may propose an adjustment in its Fixed Monthly Payment or Service Hour Rate in only the following cases:

(A) In the event of an unanticipated and exceptional change in applicable law or regulations after the date of execution of this Contract, that directly results in additional costs of providing operations and maintenance services hereunder.

(B) In the event of an unanticipated increase or decrease of more than twenty percent (20%) in the number of Revenue Service Hours operated in any year of the Contract Term, as compared to the number of Revenue Service Hours operated in the prior year.

(C) In the event of significant changes in the RTC's Revenue Vehicle fleet or plan that directly results in additional costs to the Contractor.

(D) In the event of significant changes in the RTC's technology that directly results in additional costs to the Contractor.

(E) In the event of a significant renovation or relocation of the RTC's maintenance facility that directly results in additional costs to the Contractor.

(F) In the event of a significant change in prevailing market or economic conditions that directly results in additional costs to the Contractor.

(G) In the event of an annual variable cost increase of more than five percent (5%).

(H) In connection with a Contractor proposal pursuant to 304A(3).

If the Contractor proposes an adjustment, the Contractor shall provide the RTC with documentation of its actual fixed and variable costs and demonstrate that the increased costs are not compensated under the then applicable Fixed Monthly Payment and/or Service Hour Rate or otherwise offset by other reduced costs. The RTC agrees to review, discuss, and consider in good faith any request of the Contractor under subparagraphs (A) - (G) hereof, but the decision as to whether or not to agree to such request shall be in the sole discretion of the RTC.

E. Cost Summary. The Contractor's Fixed Monthly Payment, Service Hour Rate, and Special Services Hour Rates are based upon the Contractor's Total Cost Summary set forth in Attachment C.

F. Efficiency Savings. Any changes or adjustments made pursuant to this subsection or 304A(3) that result in efficiencies and cost savings shall be equally shared by RTC and the Contractor.

SEC. 106 TRANSITION AND START-UP

A. Timing and General Obligation. Transition and Start-up activities of the Contractor shall begin immediately upon issuance of the NTP and be completed by July 1, 2019, at which time the Contractor shall assume full responsibility for Revenue Service under this Contract. The Contractor shall be responsible for carrying out an effective and smooth transition and start-up process, in accordance with its Transition and Start-up Plan, as approved by the RTC, which will assure that it is capable of assuming responsibility for all required operations by the date of commencement of services. The Transition and Start-up Plan, as approved by the RTC, shall be binding on the Contractor.

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B. Vehicles and Facilities. The RTC will provide the Contractor a minimum of one (1) Revenue Vehicle of each type to be used by the Contractor in the provision of service under this Contract, for purposes of training employees during the transition period. The RTC will also provide the Contractor access to sufficient space for training activities, and limited office space in the Facilities.

C. Training.

(1) **Refresher and other Training.** The Contractor shall assure that all existing vehicle operators who remain in service under this Contract have at least ten (10) hours of training, which shall include refresher courses on safety and defensive driving. Such refresher training shall accommodate the work schedule of the existing employees. Training of employees who have had an accident within the last twelve (12) months shall be completed prior to the commencement of service. All other employees shall be trained in accordance with the Contractor's Training Program, including refresher courses identified in that Program or otherwise deemed to be reasonably necessary by the Contractor, within ninety (90) calendar days after the commencement of Revenue Service.

(2) **Post Training Testing Program.** The Contractor shall develop and implement a post-training testing program to be given to new employees and existing staff to ensure the information provided during training was understood and absorbed so that they can complete their assigned tasks properly. Employees receiving a failing grade will be required to participate in the entire training course again or segments of the course training they failed, and they must receive a passing grade prior to being assigned to operate a vehicle in revenue service. The Contractor shall provide RTC with a written syllabus of the training course, and shall make available upon request training logs that identifies the name of the course, provides a brief course description, the date of when training was provided, the location where training was provided, the name and title of the course instructor, a listing of all employees who participated in the training, and post-training test scores. The Contractor shall also demonstrate the specific efforts it made to retrain those employees that received failing grades.

D. Compensation. Compensation for the transition and startup period shall be up to the maximum of the not to exceed price for that period, as set forth in the Contractor's Price Proposal in its BAFO and agreed to by the RTC. The Contractor shall be reimbursed for the allowable, allocable and reasonable costs incurred during the transition and startup period for only those transition and startup activities identified in the Total Cost Summary in Attachment C.

E. Initial Vehicle and Equipment Inspection.

(1) **General Requirements.** During the start-up and transition period, the Contractor shall participate with the RTC in an acceptance inspection, in accordance with this subsection, of all RTC provided Revenue Vehicles (including farebox and related fare collection equipment) and Equipment for purposes of establishing the overall condition of the Vehicles and Equipment as of the time the Contractor commences work under this Contract. Following the commencement of services under this Contract, the Contractor shall assume responsibility for maintenance and repair of all RTC provided Revenue Vehicles and Equipment in accordance with this Contract. In its

discretion, the RTC may coordinate this inspection with the turnover audit and inspection process for the prior fixed route contractor.

(2) Third Party Inspector. The inspection under this subsection shall be performed by an independent third party, selected by the RTC, who is experienced in transit operations and maintenance and vehicle and equipment inspections. The RTC shall be responsible for the expenses of such inspection.

(3) Purpose of Inspection. The purpose of the inspections under this subsection shall be to establish the condition of the Revenue Vehicle fleet and the Equipment, as of the inspection date, and to determine the specific repairs and maintenance that need to be performed in order to assure that all Revenue Vehicles and Equipment are in a safe and sound mechanical condition, properly serviced, and in good repair, normal wear and tear excluded. Prior to acceptance of any Revenue Vehicle by Contractor, a detailed inspection will take place immediately prior to start-up with representatives of the Contractor, RTC and the current contractor agreeing upon damage and wear. RTC and Contractor agree that vehicles will be delivered to Contractor in good condition and with each vehicle meeting or exceeding the acceptance standards in Attachment G.

(4) Repairs. The RTC shall be responsible for the cost of all repairs and additional maintenance to the Revenue Vehicles and Equipment determined to be necessary to meet the standards referenced in paragraph (3). If repairs have not been completed by July 1, 2019, the RTC may direct the Contractor to complete the repairs. RTC acknowledges that all or a portion of such work may be performed by a Subcontractor provided that any such subcontractor needs to be approved by the RTC, as specified in Section 511. In that event, the RTC will compensate the Contractor for the cost of any new or replacement parts or components needed to make the repair (at cost, with no mark-up) and for the reasonable labor costs of work required to complete the repair. Such compensation will be separately invoiced and paid by the RTC.

(5) Turnover Audit and Inspection. Prior to the termination of this Contract, the existing Revenue Vehicles and Equipment shall be subject to the turnover audit and inspection process set forth in Section 305G.

F. Facility Inspection.

(1) General Requirements. During the transition period, the Contractor shall participate with the RTC in an inspection, in accordance with this subsection, of the Facilities to be used by the Contractor in providing services under this Contract. Following the Contractor's assumption of responsibility for Revenue Services under this Contract, the Contractor shall assume responsibility for the maintenance and repair of those Facilities identified as its responsibility under Section 307 of this Contract.

(2) Purpose of Inspection. The purpose of the inspections under this subsection shall be to establish the condition of the Facilities, as of the inspection date, and to determine the specific repairs that need to be performed in order to assure that the Facilities are in a safe and sound condition, and in good repair, normal wear and tear excluded. The inspection shall consist of a

walk-through or visit to the Facilities by the Contractor and the RTC. On the basis of this review, the parties will develop and agree upon a "punch list" of the items that need to be repaired.

(3) **Repairs.** The RTC shall be responsible for the cost of all repairs determined to be necessary under paragraph (2) hereof. If all such repairs have not been completed by July 1, 2019, the RTC may direct the Contractor to complete such repairs. In such event, the RTC will compensate the Contractor for the cost of any materials or supplies needed to make the repair (at cost, with no mark-up) and for the reasonable labor costs of work required to complete the repair. Such compensation will be separately invoiced and paid by the RTC.

G. Review of Contractor Plans. The RTC shall review each of the Contractor's plans and programs submitted under Section 104D(2) and shall either (1) approve such plan or program as submitted; or (2) require the Contractor to make reasonable revisions to such plan or program, in which event the Contractor shall promptly make such revisions (after any necessary discussions with the RTC) and resubmit the plan or program involved to the RTC for its approval. After approval under this subsection, a plan or program may not be modified without prior written consent of the RTC. The RTC shall act on the Transition and Start-up Plan within five (5) Days after its submittal, and shall act on each of the Contractor's other plans prior to the end of the transition period.

H. Communications with RTC. The RTC contact person for communications and notices with the Contractor during the start-up and transition period and after the Contractor assumes responsibility for Revenue Service shall be the RTC Project Manager. The Contractor shall maintain regular written and verbal communications with the RTC to the satisfaction of the RTC Project Manager or his/her designee.

ARTICLE 2—PERSONNEL REQUIREMENTS

SEC. 201 GENERAL REQUIREMENTS FOR CONTRACTOR PERSONNEL

A. In General. The Contractor shall be responsible for providing qualified personnel capable of performing all of Contractor's responsibilities and obligations under this Contract. The total number and qualifications of personnel necessary for operations, maintenance, and other service requirements shall be in accordance with this Contract and with the Contractor's Staffing and Personnel Plan set forth in Attachment D. The Contractor shall provide a monthly written update of all current employees, by number and by function (i.e., operators, dispatchers, mechanics, supervisors, etc.) working under this Contract. Such written update shall specifically identify all new employees, their positions, and where applicable their training status.

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B. Key Personnel.

(1) Key Personnel List. In order to manage and perform the service required by this Contract, the Contractor will provide and maintain throughout the Contract Term, the following Key Personnel:

General Manager;
Operations Manager;
Maintenance Manager;
Safety & Training Manager;
Labor Relations/Recruiting & Human Resources Manager;
Customer Service Manager; and
Information Technology Manager.

(2) Dedication to Project. Unless otherwise specifically authorized in writing by the RTC: (a) the General Manager providing services under this Contract shall be the same individual identified in the Contractor's response to the RFP; (b) all other Key Personnel shall be identified during the Start-Up Period, interviewed and approved by the RTC and in place prior to the July 1, 2019 start date; (c) All Key Personnel shall be one hundred percent (100%) dedicated to the performance of Work for the RTC under this Contract; and (d) the Contractor shall provide a separate individual for each Key Personnel position.

(3) Changes and Vacancies. The Contractor shall provide the RTC at least thirty (30) days advance notice prior to any contemplated change to Key Personnel, or on the same working day that the Contractor becomes aware of the individual's relocation, termination or other event. The RTC Executive Director must provide written approval of any replacement of Key Personnel prior to the action being taken. The Contractor shall provide the resume of a replacement candidate within fourteen (14) calendar days of such notice and fill any vacancy in a Key Personnel position within thirty (30) calendar days of the date of the vacancy. Each replacement Key Personnel must meet the specific qualifications for the position involved that are set forth in the RFP. The vacancy may be temporarily filled with an interim individual whose qualifications meet the requirements of the position, subject to the RTC's approval of any such individual, while a more extensive search for a replacement is conducted. Failure to provide a replacement for a Key Personnel position within thirty (30) calendar days that is not agreed to by the RTC, shall result in a deduction of the amount of the salary and benefits of the individual, during the full period of the vacancy, plus \$1,000 per day, for each position unfilled beyond thirty (30) days from the RTC's monthly payments to the Contractor. The RTC and Contractor shall meet as needed to discuss appropriate staffing levels.

(4) RTC Right to Approve and Remove. The RTC reserves the right to review the selection or replacement of the key management personnel and will have the exclusive authority to accept or reject candidates for the General Manager position. Once accepted, a resident General Manager cannot be reassigned without written approval from the RTC. The RTC reserves the right to direct the removal of any Key Personnel during the term of the Contract if the RTC determines such removal is in the best interest of the RTC or the Project.

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C. **General Manager.** The Contractor's General Manager shall supervise the day-to-day operation of the service, as well as the management of the project's accounts and operating records. The General Manager or Operations Manager shall be available during all hours of operations to make decisions as necessary at the request of the RTC. The General Manager shall reside in Washoe County. In the absence of the General Manager or Operations Manager, a Regional Manager shall be available on-site during all hours of operations to make decisions as necessary at the request of the RTC. At the Contractor's expense, the General Manager shall attend the appropriate APTA Mobility Conference, annually, and the APTA Annual Conference.

D. **Operations Manager.** In the absence of the General Manager, the Operations Manager shall be fully responsible for the performance of the Contractor's duties under the Contract and shall be fully authorized to take all necessary actions in the management of RTC RIDE services. At the Contractor's expense, the Operations Manager shall attend the appropriate APTA Mobility Conferences, annually.

E. **Maintenance Manager.** The Maintenance Manager shall be responsible for managing and overseeing the maintenance, repair, and warranty work, and record keeping and reporting for the Revenue Vehicles, RTC provided Support Vehicles, Equipment, systems and Facilities. In addition, the Maintenance Manager shall perform vehicle maintenance work and/or Facility maintenance work. The Maintenance Manager should be familiar with and knowledgeable of vehicle technologies including, but not limited to: Mobile View, Luminator, Twin Vision, Drive Cam, Mobile Eye, Cummings Engine diagnostic, GFI, Trapeze ITS, NextBus, and fleet maintenance software. At the Contractor's expense, the Maintenance Manager shall attend the APTA Expo Conference.

F. **Safety & Training Manager.** The Safety & Training Manager shall be responsible for ensuring that the Contractor meets all safety and training requirements set forth in this Contract including safety program requirements, vehicle operator screening, all staff training requirements, accident and incident prevention, response investigation and reporting requirements, and FTA drug and alcohol testing and reporting requirements.

G. **Labor Relations, Recruiting and Human Resources Manager.** The Labor Relations, Recruiting and Human Resources Manager is responsible for day-to-day human resource management including recruiting, retention, labor relations, managing compliance with labor laws, and will handle employee grievances, labor disputes/complaints serving as a liaison between employees, their labor organization and management to ensure compliance with the collective bargaining agreement, work rules and interpretation of the contract. This individual shall actively organize, prepare and implement recruiting and retention programs for this location.

H. **Customer Service Manager.** The Customer Service Manager shall be responsible for researching, resolving and reporting on customer complaints, commendations and comments in accordance with RTC's complaint administration policies and procedures, and shall act as a liaison with the community. Customer Service Manager must adhere to all required chain of custody controls with regard to the preservation of audio and video recordings.

I. Information Technology Manager. The IT Manager shall be responsible for managing and operating all vehicle technologies and related computer systems, required for the provision of transit service under this Contract. Manager should have extensive working knowledge of Microsoft systems and experience with Trapeze ITS software and hardware, computer aided dispatching, automated passenger counting, automated stop announcements, monitoring schedule adherence, transit signal priority and other fixed route performance indicators. The IT Manager must be able to use NextBus to provide real-time passenger information, rider alerts, and HASTUS for fixed route scheduling software, stop management, run-cutting, and run-bid modules.

J. Additional Management. In addition to the General Manager, the Contractor shall designate two (2) members of management with the authority and responsibility to (1) make binding decisions, acting as agent for the Contractor; and (2) respond in person to any emergency or accident involving extensive property damage or injuries. The Contractor shall provide the names, titles, and telephone numbers of those individuals to the RTC.

K. Corporate Support. The Contractor shall not include in its personnel costs or corporate support expenses charged to the RTC any time spent by Key Personnel on matters other than the performance of services for the RTC under this Contract. The Contractor may not use any office space at the Facilities, or any Vehicles or Equipment provided by the RTC, for any work not directly related to the performance of services for the RTC under this Contract. If and to the extent that the Contractor engages in any such prohibited use, the RTC reserves the right, in its discretion, to bill the Contractor for the fair market value of such use, or to deduct the fair market value of such use from the Contractor's monthly invoice.

SEC. 202 PERSONNEL PERFORMANCE STANDARDS AND REQUIREMENTS

A. In General. Contractor must be a customer-oriented provider which employs competent, professional and courteous employees. A contractor having employees with this expertise is of utmost importance to RTC and to RTC RIDE passengers; therefore, Contractor must meet employee hiring and training standards as specified in this Contract.

B. Personnel Standards. The Contractor shall require that all personnel engaging in providing any services for the RTC under this Contract maintain a professional, courteous attitude toward RTC customers, including answering to the best of their ability all passenger questions (including questions about schedules) and performing other tasks as directed. The Contractor shall use appropriate employee screening and selection criteria (including the hiring standards set forth in this Section) to assure the employment of the best qualified applicants available, emphasizing competence, reliability, and excellent customer service skills. Promptly upon the RTC's request, the Contractor shall remove from any work under this Contract any employee who the RTC considers unsuitable for such work or who has displayed any act of discourtesy, rudeness, use of profanity, or any other act deemed unacceptable by the RTC. Nothing in this section shall be considered to be in conflict with the status of the Contractor as an independent contractor, as specified in Section 512 of this Contract.

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C. Personnel Policies.

(1) General Requirement. The Contractor shall follow its personnel program and policies in carrying out recruitment, hiring, training, and performance reviews, termination, and supervision as set forth in its Staffing and Personnel Plan. The Contractor shall comply with its Staffing and Personnel Plan throughout the term of this Contract. The Contractor shall give written notice to the RTC of any material changes in its personnel program and policies.

(2) Compliance with Applicable Law. The Contractor's personnel policies and personnel wages and work hours shall be in accordance with applicable local, State, and Federal laws and regulations.

(3) Standard of Conduct. The Contractor shall provide to its employees an Employee Handbook that contains a standards of conduct provision approved by the RTC. All of the Contractor's employees performing work under this Contract shall strictly adhere to Contractor's standards of conduct. Material changes in these standards shall require prior written approval by the RTC. Any deviation from the RTC-approved standard of conduct by any of the Contractor's employees shall be grounds for removal of the employee from RTC project services. Failure of the Contractor to enforce these standards shall be grounds for termination of this Contract for default under Section 408.

(4) Background Checks and Hiring Standards.

(a) The Contractor shall make all reasonable efforts to ensure that employees having contact with the public in the course of their assigned duties are of good moral character. The Contractor, prior to hiring, shall conduct employee candidate background checks of all safety-positions consistent with applicable Equal Employment Opportunity (EEO) standards, as well as applicable State and Federal law, including, but not limited to the Fair Credit Reporting Act (FCRA). Background checks may not be required for positions that are administrative in function only.

(b) The Contractor shall conduct pre-employment DMV checks of all prospective employees, including all independent contractor or subcontractor employees hired for the services. The Contractor shall notify the RTC of the results of such checks and the corrective actions taken, if any. The Contractor shall also conduct pre-employment criminal background checks on all prospective employees and shall not, subject to the qualifications in subparagraph (d) below, knowingly hire any individual with a felony conviction or other offense that makes such individual unsuitable for work on services under this Contract.

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(c) The Contractor shall perform a MVR re-check every year for all operators and other employees in safety sensitive positions, within thirty (30) calendar days of the anniversary of their individual hiring date, and shall perform a complete background check on all employees at least every four (4) years. The Contractor shall not, subject to the qualifications in subparagraph (d) below, knowingly retain in service any individual with a felony conviction or other offense that makes such individual unsuitable for work or services under this Agreement.

(d) The Contractor will notify any individual who is ineligible for employment under subparagraph (b) or (c) above. The individual will receive an opportunity to demonstrate that the exclusion should not be applied due to his or her particular circumstances. At that time, the Contractor will determine whether the additional information provided by the individual warrants an exception to the provisions contained in subparagraph (b) or (c). In making this determination, the Contractor will consider the nature and gravity of the offense or conduct, the time that passed since the offense, conduct, and/or completion of the sentence, the nature of the job sought, rehabilitation efforts, and other relevant factors permissible under the law. Any decision by the Contractor to fail or refuse to hire or retain an individual due to a prior felony conviction or other offense shall be made as a case by case basis and shall be justified on the grounds it is job related or otherwise justified by business necessity.

(e) The Contractor shall ensure that employees are tested in accordance with the FTA Alcohol and Drug Testing Regulations, including: pre-employment, reasonable cause, return to duty, post-accident, and random testing. The Contractor shall also comply with the FTA's minimum requirements for random testing for illegal drug use of twenty-five percent (50%) of safety sensitive employees on an annual basis, and random testing for alcohol misuse of ten percent (10%) of safety-sensitive employees on an annual basis, in accordance with 49 CFR Part 655. The Contractor shall adjust annual random testing rates to comply with any future amendments to the Federal requirements.

D. Staffing Levels. The Contractor shall employ and provide, throughout the Contract Term, no less than the number of personnel by position as specified in its Staffing and Personnel Plan. Any changes to the level of staffing must be approved by the RTC and may, in the RTC's discretion, require the negotiation of a reduction in the applicable Fixed Monthly Payment or Service Hour Rate. The Contractor shall provide the RTC written notification of any variance to the staffing levels that could impact service, immediately upon the occurrence of such variance. The Contractor shall accompany any such notification with a "recovery plan" that addresses personnel shortages.

E. Ongoing Training.

(1) **General Requirement.** The Contractor shall require that all employees of the Contractor complete its Training Program, as set forth in Attachment E. The Contractor shall be responsible for implementing all aspects of its Training Program throughout the term of the Contract. The Contractor shall also provide and update an Annual Training Plan, and conduct monthly safety and training meetings with employees. Training shall include courses and

instruction in all aspects of the operation and maintenance of services under this Contract. Any material changes to the Contractor's Training Program shall require prior written approval by the RTC.

(2) Drug and Alcohol. The Contractor shall require that all safety-sensitive employees, as defined by the FTA, to complete drug and alcohol training in accordance with 49 CFR Part 655.

(3) Timing of Training. The Contractor shall implement its Training Program in a way that will assure that vehicle operator training is not conducted during peak service hour periods at the expense of providing on-time Revenue Service.

(4) Costs of Training. The Contractor acknowledges and agrees that all costs of training required for this Contract are included in its Service Hour rates, including the cost of training associated with any new Revenue Vehicles.

(5) Post Training Testing Program. The Contractor shall, on a regular basis throughout the term of the Contract, conduct the post training testing program described in Section 106C(2) of this Contract.

(6) Records. The Contractor shall maintain records verifying that all training has been received. Such records shall specify course title, content, training dates and number of training hours for each employee. Such records shall be made available to the RTC on request.

F. Uniforms.

(1) General Requirement. The Contractor shall cause all vehicle operators to be attired in such uniforms or clothing as specified by the Contractor and approved by the RTC. Such clothing shall display the RTC RIDE service logo and, may also display the Contractor's name or logo. The cost of such uniforms shall be borne by the Contractor and is included in the Service Hour rates.

(2) Cost of Uniform Changes. Any cost associated with a change in uniforms proposed by the Contractor shall be borne by the Contractor. The Contractor shall submit to the RTC for its approval a sample of any proposed change in uniform to be worn by each uniformed job category. Any cost associated with a change in uniform required by the RTC shall be the responsibility of the RTC.

(3) Attire. Contractor shall ensure that vehicle operators are in uniform at all times while in service or otherwise on duty. All Contractor personnel shall maintain a neat, clean and professional appearance at all times while on duty.

(4) Operator Name Placards. Contractor shall ensure that vehicle operators properly display appropriate placards with Operator's first name only, at all times while in service.

(5) Prohibition. Contractor shall prohibit employees from being in uniform while gambling, purchasing or consuming liquor, frequenting a liquor or adult establishment, and similar activities.

G. Labor Productivity. The Contractor shall promote productivity and efficiency in carrying out this Contract by implementing strategies that serve to maximize efficiency of the employee workforce. Contractor shall utilize innovative approaches to labor relations that are designed to improve workforce retention and attendance including compensation approaches, enhancement of supervision and improved working relationships, and alternative scheduling ideas.

H. Priority of Employment. The Contractor shall provide a priority of employment to employees of the RTC's previous fixed route contractor, provided that the Contractor shall not be required to offer employment to any person who (1) fails to successfully complete drug and alcohol testing; (2) fails to successfully complete a physical examination tailored to the specific position involved; (3) fails the background checks conducted under subsection (C)(4) hereof; or (4) fails to successfully complete training; or (5) any employee found unsuitable for such work or who has displayed any act of discourtesy, rudeness, use of profanity, or any other act deemed unacceptable by the RTC. The Contractor shall also recognize existing seniority of employees.

I. Limitation. The Contractor should not enter into a labor contract with its workforce for a longer term than the base term of this Contract. All obligations of the Contractor under its collective bargaining agreement with the workforce are the responsibility of the Contractor and do not impose any obligations on the RTC or a subsequent contractor.

J. Accrued Liabilities. The Contractor shall be responsible for the payment of all liabilities to its employees accrued during the term of the Contract (and any option periods exercised by the RTC), including accrued vacation, sick time, and any other benefits accrued under the terms of any collective bargaining agreement between the Contractor and the union representing its employees or under the terms of any employment contract or agreement. All such payments shall be made by the Contractor at the end of the Contract Term (or option period) and no additional compensation shall be provided by the RTC for such accrued liabilities. The Contractor shall not have any obligation for the liabilities of the prior contractor to its employees.

K. Wages. The Contractor shall pay at a minimum the following base wages for the positions listed:

Position	Step	Base Wage
Coach Operator	Training	\$17.00
Coach Operator	0-12 months	\$18.00
Dispatcher	Training	\$15.60
Dispatcher	0-12 months	\$16.80
Body Tech/"A" Mechanic	Training + 0-6 months	\$29.38
"B" Mechanic	0-12 months	\$24.97
"C" Mechanic & Facility Technician	Training + 0-6 months	\$19.98
Parts Clerk & Admin Assistant	Training + 0-6 months	\$15.67
Utility Workers	Entry	\$18.36
Road Supervisors	Entry	\$25.84

L. Union Recognition. The Contractor shall recognize and collectively bargain with the representative selected in accordance with the National Labor Relations Act and applicable law.

M. Pension. The Contractor shall take all necessary actions to cause the employees hired to continue to participate in the defined benefit pension plan in which they participated as employees of the prior contractor and to accrue benefits on the same basis as they had been accruing under the prior contractor.

N. Benefits. The Contractor shall offer a health plan that provides at a minimum comparable benefits, deductibles, coverage, copays and premiums to those provided by the prior contractor. The Contractor shall also offer at a minimum comparable vacation and sick leave benefits to those provided by the prior contractor.

O. Labor Agreements. The Contractor shall provide the RTC, throughout the Contract Term, with copies of all collective bargaining agreements, side letters, and amendments entered into with any union representing the Contractor's employees.

P. Employee Appreciation Program. The Contractor is required to sponsor and hold three (3) employee appreciation and recognition events each year of the Contract term, including the Option years, at an annual cost of Six Thousand (\$6,000.00) dollars (i.e. Two Thousand (\$2,000.00) dollars per event), in an effort to build positive employee morale and relations. The cost of these recognition events is included in the compensation paid to the Contractor. The Contractor shall consult with the RTC in advance on the planning and format of these recognition events.

Q. Bus Rodeo. The Contractor is required to annually host a local bus rodeo in which its staff is given the opportunity to participate. The Contractor shall send the local rodeo winner(s) to participate in the annual APTA Bus Rodeo. The Contractor acknowledges and agrees that all costs associated with hosting this local rodeo are included in the compensation paid to the Contractor, including the cost of participant travel to the APTA Bus Rodeo.

SEC. 203 VEHICLE OPERATORS

A. General Requirement. The Contractor shall employ and maintain, throughout the Contract Term, a level of vehicle operators sufficient to meet the daily operator shift requirement, as well as sufficient extra-board and stand-by operators to allow for the expected call-outs, vacations, no-shows, etc., typically experienced in a transit system of the RTC's size. All operators shall be fully trained and qualified to operate all of the various vehicle types for the services provided under this Contract.

B. Requirements for Operators. Contractor shall employ vehicle operators who excel in customer service, passenger relations, safety and timely service. Contractor shall make these characteristics a priority in the vehicle operator hiring process. Vehicle operators should provide excellent customer service to the public and passengers, have a clean and professional appearance and demeanor, answer questions and provide customer service support, and immediately address

all safety and security issues. Vehicle operators should be knowledgeable about the system and how to use the system, the rules of the system, and any special transit events. They should be able to clearly and professionally communicate this to the public and passengers. Vehicle operators should always be courteous, professional, respectful, and attentive to public and passenger inquiries or feedback. The Contractor shall have rules and requirements in place, and shall provide such rules and requirements to each vehicle operator, to ensure that each operator employed by the Contractor satisfies the following minimum requirements:

- (1) Each vehicle operator shall have a valid Nevada Commercial Driver's License, Class B or above with passenger endorsement, as well as any other licenses required by applicable local, State, and Federal laws and regulations.
- (2) Each vehicle operator shall be subject to periodic as well as random testing related to drug and alcohol use conducted by the Contractor in accordance with applicable Federal laws and regulations. A summary report of drug testing results (exclusive of individual test results) will be provided to the RTC as conducted. Any vehicle operator who does not pass the medical examination or whose drug/alcohol screening tests do not comply with applicable standards for alcohol or drug use shall not be permitted to operate any vehicle used to provide service under this Contract.
- (3) Each vehicle operator shall be alert, careful, and competent in terms of driving ability and habits.
- (4) Each vehicle operator shall be courteous to all persons at all times.
- (5) Each vehicle operator shall be neat and clean in appearance, and shall properly wear a regulation uniform and identification badge at all times while in revenue service.
- (6) Vehicle operators shall have completed the Contractor's Training Program and shall be fully trained in defensive driving and vehicle handling in accordance with an approved defensive driving program, prior to operating any vehicle in Revenue Service. The Contractor shall also maintain ongoing training for vehicle operators, including ADA awareness/compliance training.
- (7) Adequate numbers of fully-qualified vehicle operators shall be available as back-up operators during all operating hours to ensure consistent and reliable service.
- (8) Vehicle operators shall be trained in, and be cognizant of, all operational procedures relating to the RTC's fixed route service, including but not limited to a thorough knowledge of the service area and street network, and the Communications System. The Contractor is responsible for updating information on a regular basis provided to its vehicle operators regarding new or extended streets, new developments or complexes, and points of interest.

- (9) Vehicle operators shall, pursuant to requests by the RTC, hand out notices to passengers or otherwise render assistance in RTC's monitoring and supervising operations.
- (10) Vehicle operators shall honor special passes, collect tickets, and issue and collect other fare media authorized by the RTC.
- (11) Vehicle operators shall have available at all times during operation of any Revenue Vehicles in connection with these services a timepiece having an accuracy of +/- one (1) minute per month and the timepiece shall be set each day. This paragraph notwithstanding, MDT time is the correct operating system time that shall be adhered to by all operators.
- (12) Vehicle operators must immediately report to the Contractor any traffic accidents, passenger accidents, bus shelter damage, inoperative TVMs, or other non-routine event.
- (13) Vehicle operators are not permitted to use personal cell phones or other electronic devices (including entertainment games), or to use RTC provided or Contractor provided cell phones or electronic devices for personal purposes while operating or in control of a revenue or support vehicle.
- (14) Tobacco products may not be used inside any RTC vehicle, in proximity to any RTC vehicle, or in any RTC owned or leased building, and their use is prohibited at or near fuel tanks or pumps, and in any restricted areas.
- (15) Vehicle operators must have in their possession at all times while on duty, a valid CDL and U.S. Department of Transportation Medical Card, and shall display their identification placard in the bus at all times while on duty. All such licenses, cards and placards shall be subject to inspection by the RTC at any time.
- (16) Vehicle operators, prior to beginning Revenue Service, shall inspect their assigned vehicle daily in a timely manner before pulling out of the yard in accordance with Federal, State and RTC requirements and Contractor procedures. If there are any defects, the vehicle operator must enter the defect on a Contractor provided Defect Report notice and immediately report the defect to Operations staff for determination of usability of the vehicle. If there are no defects, the vehicle operator must sign and date the notice prior to leaving the bus yard. Defect Report notices shall remain with the vehicle during that day and shall be replaced on a daily basis.
- (17) Vehicle operators shall immediately report to Dispatch mechanical breakdowns and in-service failures of Revenue Vehicles. Upon receipt of such report, the Contractor shall immediately document the service interruption log and notify vehicle maintenance staff of the occurrence.

C. Hiring Principles.

(1) Satisfactory Driving Record. The Contractor shall not employ any person as a vehicle operator whose driving record is not acceptable as provided in the Contractor's Staffing and Personnel Plan and Section 202C(4). This information should be compiled and verified in conjunction with Section 202C(4) and paragraph (3) of this subsection.

(2) Employment Experience. Prior to offering employment to any person as a vehicle operator, the Contractor shall obtain from each such person detailed information concerning such person's employment experience, driving record, professional driving experience, motor vehicle violations and accidents, criminal history, personal and character references, and complaints filed against such person in the course of any employment as a professional driver, whether by any bus service provider or otherwise. The Contractor shall investigate and verify the accuracy of the information obtained from all job applicants.

(3) Background Checks and Re-Checks. The Contractor shall perform the background checks described in Section 202C(4) prior to offering employment to any person as a vehicle operator. The background check will include, at a minimum, a Motor Vehicle Record (MVR) report and a report from a third party organization experienced at searching for any record of criminal convictions. The Contractor shall perform a MVR re-check every year for all operators and other employees in safety sensitive positions, within thirty (30) days of the anniversary of their individual hiring date, and shall perform a complete background check on all such employees at least every four (4) years. The Contractor will provide RTC a summary report for all background checks and re-checks on a monthly basis.

D. Training Program.

(1) Components of Operator Training. The Contractor shall conduct training for vehicle operators in accordance with its approved Training Program, which must include both classroom and behind the wheel training for newly hired employees and contain, at a minimum, the following components:

- (a) Nevada Commercial Driver's License, Class B or above, driving and testing preparation;
- (b) Passenger Empathy and Sensitivity;
- (c) Blood Borne Pathogen procedures;
- (d) Local geography familiarization;
- (e) Route familiarization;
- (f) Customer courtesy and problem resolution;
- (g) ADA requirements and special needs sensitivity training;
- (h) Safety, bus maneuvering, defensive driving and accident procedures;
- (i) Transit security, terrorism awareness and response, and incident command system procedures;
- (j) Communications Systems;
- (k) Farebox operation;
- (l) RTC operating policies and procedures;

- (m) Employee work rules; and
- (n) Effects and consequences of prohibited drug use on personal health, safety, and the work environment, including addressing signs and symptoms that may indicate drug use.

(2) Certification. Prior to going into Revenue Service, all vehicle operators must be evaluated by the trainer or supervisor on an individual basis to determine their competence for this position. Vehicle operators must be certified by the Contractor as having successfully completed this training program before being permitted to operate any RTC-provided Revenue Vehicle in unsupervised regular service.

(3) Training List. Within ten (10) calendar days after the end of a quarter, Contractor shall provide the RTC with a list of vehicle operators who have completed the specified vehicle operator training program. The list shall be updated quarterly by the Contractor.

(4) Refresher Training. The Contractor shall provide one (1) refresher training meeting for veteran drivers on an annual basis, which shall include relevant matters pertaining to RTC policies and procedures and customer relations.

(5) RTC. The RTC may attend any such refresher training meeting.

SEC. 204 DISPATCHERS

A. General Requirement. The Contractor shall employ and maintain, throughout the Contract Term, properly trained dispatch personnel in sufficient numbers and with an adequate mix of skills, to assign vehicles and operators, facilitate the daily planned deployment of service, assist road/field supervisors and Vehicle operators with in-service problem resolution, and to operate the RTC's Communication System and any related software or appropriate dispatching technology and tools.

B. Requirements. All dispatch personnel shall demonstrate, through examination, an ability to speak, read, and write Standard English. All personnel shall maintain a courteous and professional manner in dealing with the public and other personnel. Such personnel shall excel in dispatching experience, and be knowledgeable of all aspects of RTC RIDE operations and service.

C. Components of Dispatcher Training. All Radio Dispatch personnel are required to complete the Contractor's Training Program. The Contractor shall also maintain ongoing training requirements for dispatchers. Training programs shall contain, at a minimum, the following components:

- (1) Communications System and use of related fixed route software and technology;
- (2) Local geography familiarization;
- (3) RTC fixed route policies and procedures;
- (4) DOT and RTC emergency action plan implementation strategies;
- (5) Customer relations, empathy, and problem resolution;

- (6) ADA requirements and special needs sensitivity training
- (7) Accident/incident procedures;
- (8) Transit security and incident command system procedures;
- (9) Route and schedule familiarization;
- (10) Bus change procedures and dynamic scheduling (methods and practices);
- (11) Vehicle operator training; and
- (12) Reporting and troubleshooting vehicle maintenance problems.

SEC. 205 SUPERVISORS

A. General Requirement. At a minimum, the Contractor shall have on duty, throughout the Contract Term, sufficient road/field supervisors necessary to properly supervise and direct transit operations and Revenue Vehicles in service, report employee violations and to respond to incidents on a timely basis, as required in this Contract, during all hours of operations. Supervisors shall be deployed in a manner consistent with the Contractor's Field Supervision Plan, as approved by the RTC, and shall be equipped with the appropriate communication and safety equipment, and assigned to a designated Contractor-provided field supervision vehicle suitable for response to emergencies, in-service problems, and other events. Supervisors shall not regularly operate Revenue Vehicles.

B. Facilities. In addition to the requirements in subsection A, the Contractor shall assign enough supervisors to 4th Street Station and Centennial Plaza to sufficiently manage activities at these facilities during all hours of service. Supervisors will be responsible for addressing service problems, emergencies, scheduling issues, assisting dispatch personnel with dynamic changes, and other similar activities, and shall assure that in-service Revenue Vehicles operate into and out of the Facilities in accordance with the RTC's schedules, routes, rules, regulations and prescribed methods. Supervisors shall be equipped at all times with mobile communications equipment that allows for direct communication with the Contractor's on-duty dispatchers and RTC Customer Service personnel.

C. Responsibilities and Requirements. Supervisors shall be responsible for coordinating runs, ensuring adherence to published schedules, assisting passengers, communicating with the Facilities and Revenue Vehicles, accident investigations, emergencies, reporting employee violations, and carrying out such other responsibilities as the Contractor may establish. The Contractor shall assure that all field supervisory personnel are fully trained in all aspects of the RTC's fixed route services, including rules and regulations, routes, schedules, emergency procedures, safety, ADA requirements, reporting protocols, and other requirements. The Contractor shall assure that sufficient supervisors are present at the Jerry L. Hall Operations and Maintenance Facility during peak hour, pull-out periods to coordinate the timely and orderly assignment and departure of Revenue Vehicles.

D. Training Requirements. All supervisors employed by the Contractor shall fully meet all training requirements for both vehicle operators and dispatchers, as required by the terms of this Contract and the approved Training Program, prior to being placed into service as a Supervisor.

SEC. 206 VEHICLE MECHANICS

A. General Requirement. The Contractor shall employ and maintain, throughout the Contract Term, maintenance personnel in sufficient numbers, and with the appropriate mix of skills, to maintain and service the assigned mix of Revenue Vehicles whether powered by diesel, hybrid (diesel and electric) or electric. The maintenance workforce must include personnel capable of repairing and maintaining all systems of the Revenue Vehicles, including lifts, air conditioners, heating units, engines and transmissions, differentials, suspension systems, brakes, electrical systems, wheel chair lifts and ramps and other passenger assist mechanisms, and all other related systems consistent with a heavy duty transit fleet maintenance function.

B. Skills and Availability.

(1) Requirements. The Contractor shall ensure that the skills, capability, and availability of sufficient vehicle maintenance personnel are adequately matched to the type of maintenance and repairs needed for all of the fixed route services at the time they are needed. This level of staffing shall be identified in the Contractor's Vehicle Maintenance Plan (VMP).

(2) Scheduling of Maintenance. The Contractor's VMP shall insure that all Maintenance activities are carried out at times that do not interfere with the scheduling of Revenue Vehicles to meet peak period service demands.

(3) Availability of Mechanics. The Contractor's VMP shall insure sufficient fully qualified, experienced vehicle mechanics shall be available during all hours of service to respond to any in-service failures or Revenue Vehicle or equipment problems that arise in the yard during the pre-trip and post trip vehicle inspections.

C. Training. Training for all maintenance personnel shall be in accordance with the approved Training Program and shall include ASE certification training, vendor provided training, maintenance safety training and security and emergency preparedness training. The Contractor will cooperate with the RTC to provide space for and schedule all vehicle mechanics for new vehicle service training, as needed with the receipt of either expansion or replacement Revenue Vehicles. The RTC, the Contractor, and the supplier of the new Revenue Vehicles will work together to develop an appropriate vehicle maintenance training plan.

D. Fueling, Charging and Cleaning.

(1) General Requirement. The Contractor shall have on duty a sufficient number of qualified maintenance personnel to fuel, charge, wash, detail the interior and exterior, and clean daily the required number of Revenue Vehicles for daily pull-outs.

(2) Knowledge Required. All maintenance personnel shall have full knowledge of vehicle fueling, charging and inspection procedures, vehicle cleaning/detailing programs, and recordkeeping as required by the Contract.

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(3) Ability Required. All maintenance personnel are required to have the training, skills and ability to:

- (a) Accurately inspect vehicle fluid levels and add fluids as needed;
- (b) Operate vehicles to facilitate a weekly safety brake inspection procedure; and
- (c) Maintain up-to-date, accurate records of vehicle fueling and vehicle cleanliness requirements.

E. License Requirements. The Contractor shall require all Vehicle mechanics to maintain a valid Nevada CDL, Class B or above.

F. Skill Level. The Contractor shall maintain the full staffing levels, by skill level category and number, as identified in the Contractor's Staffing and Personnel Plan. In addition, all maintenance personnel performing mechanical repairs shall be ASE certified in the category in which they are performing repairs. In addition, every technician who performs air conditioning repairs is required to hold a Clean Air Act, Section 608 and/or 609 certification. If the total number of Revenue Vehicles assigned by the RTC to the Contractor changes, the Contractor shall maintain the proposed ratio of maintenance personnel, by skill level category, to Revenue Vehicles, as detailed in the Contractor's Staffing and Personnel Plan. The skill levels required for the Contractor's maintenance personnel are as follows:

(1) A Level maintenance technician or mechanic job duties are defined as performing preventative maintenance, diagnosis, service and repair of steering, suspension, brakes, engines, transmissions, differentials, electrical, wheelchair lifts, and air conditioning systems. This level technician or mechanic shall have the ability to perform part analysis on damaged parts and assist with inventory control. A level maintenance technicians or mechanics must have three (3) years or more of automotive/diesel repair experience or have graduated from an automotive technology course at an accredited trade school or college and have two (2) years or more experience.

(2) B level maintenance technician or mechanic job duties are defined as performing preventive maintenance, diagnosis, service and repair of steering, suspension, brakes, engines, transmissions, differentials, electrical, wheelchair lifts, and air conditioning systems. This level technician or mechanic shall have the ability to perform part analysis on damaged parts and assist with inventory control. B level maintenance technicians or mechanics must have a minimum of two (2) years or more of automotive/diesel repair experience or have graduated from an automotive technology course at an accredited trade school or college and have one (1) year or more experience.

(3) C level maintenance technician or mechanic job duties are defined as performing general preventative maintenance including tire repair and replacement, lube/oil/filter servicing, brake jobs and general minor maintenance repairs. This position may also include fueling responsibilities and assisting with inventory control. C level maintenance technicians or mechanics must have a minimum of one (1) year experience of automotive/diesel repair and or a combination of training and experience or have graduated from an automotive technology course at an accredited trade school or college.

(4) ASE Master Certification - All maintenance personnel must have at least one (1) ASE Certification prior to the end of the first year Base Contract Term. At least twenty-five percent (25%) of all maintenance technicians (not supervisors or manager) personnel must be ASE master certified, prior to the end of the first two (2) years of the Base Contract Term, on medium/heavy-duty trucks, transit bus, or must possess comparable certification. The Contractor shall demonstrate that reasonable progress is being made toward meeting this twenty-five percent (25%) requirement during such two (2) year period. ASE Certifications are required for fifty (50%) of all personnel by year 3 of the Contract with a goal of ASE Blue Seal Certification of seventy-five percent (75%) by year 4. Certifications must be kept current throughout the duration of the Contract.

ARTICLE 3 -- OPERATIONS AND MAINTENANCE RESPONSIBILITIES

SEC. 301 VEHICLES

A. RTC Responsibility

(1) Revenue Vehicles. The RTC will provide the Contractor with sufficient Revenue Vehicles for operation of the fixed route services required to be provided under this Contract. The Revenue Vehicles provided at the beginning of the Contract Term are listed in Attachment G hereto. The RTC may, in its sole discretion, change the mix of Revenue Vehicles and/or add Revenue Vehicles to the fleet during the Contract Term, and such actions shall not be the basis for any increase in the Contractor's Fixed Monthly Payment or Service Hour Rate.

(2) Inventory Inspections. The RTC has the right to perform an inventory inspection of all vehicles at any time.

(3) Fees. The RTC shall be responsible for the license and registration fees for RTC owned Revenue Vehicles.

B. Contractor Responsibility

(1) Use of Vehicles. The Revenue Vehicles provided by the RTC under this Contract shall be used by the Contractor only for the fixed route services covered by this Contract, except as otherwise authorized or directed by the RTC in writing. No personal use of any RTC owned vehicles shall be permitted.

(2) Inspection. Upon taking possession of any new Revenue Vehicles furnished by the RTC at any time during the Contract Term following the commencement of Revenue Service, the Contractor shall inspect such Revenue Vehicles within the time frame required by the RTC and shall notify the RTC in writing within forty-eight (48) hours if any such Revenue Vehicles have defects, do not meet the technical specifications or otherwise present issues in pre-revenue acceptance testing. If the Contractor subsequently discovers any defect at any time, including related defects, safety defects or fleet defects, and also including excessive wear to tires, in any RTC provided Revenue Vehicles which could not have been discovered by a reasonable inspection

at the time of receipt or is otherwise discovered during maintenance or inspection of the Revenue Vehicles, the Contractor shall immediately notify the RTC in writing no later than twenty-four (24) hours after it discovers any such defects. The RTC may pursue warranty claims and repair or replacement of the defective part, component or system identified, or to direct the Contractor to perform the repair pursuant to this Contract. See Section 305C(7).

(3) Support Vehicles. The Contractor shall provide all non-revenue Support vehicles required to effectively and efficiently operate, manage and support the contracted services. Contractor supplied Support Vehicles shall not exceed three (3) years of age or 36,000 miles or shall be new as of the service Contract start date. Necessary Support Vehicles will include vehicles for road supervision which are ADA equipped, operator shift transition, and maintenance functions including tow trucks, forklifts, and maintenance service vehicles associated with this Contract as identified in Attachment F.

(a.) The Contractor shall ensure that all vehicles assigned to and/or operated by the Contractor will bear corporate graphics or insignias as approved by the RTC. The RTC reserves the right to reject a Contractor supplied vehicle that does not adequately satisfy the RTC's quality standards.

(b.) The Contractor shall provide fuel, insurance and maintenance for all Support Vehicles. The Contractor supplied vehicles cannot be fueled at the RTC facilities. Contractor shall provide a list of Support Vehicles indicating vehicles by year, make and model that will be used for this service. List shall include accessory equipment installed on vehicles for support purposes. Attachment F.

(c.) All Support Vehicles must be regularly cleaned and maintained and kept neat in appearance (e.g. no missing decals, hubcaps, broken or cracked glass, body damage, etc.).

(d.) At the end of the base Contract term, the RTC will evaluate the condition of the non-revenue Support Vehicles after an evaluation of the mileage and age to make a determination of the condition as to whether such vehicles should be replaced by RTC.

(e.) The Contractor acknowledges that either the purchase price or leasing cost of the Support Vehicles provided by the Contractor was included in the Total Cost Summary and that amount was fully amortized over the Base Term of the Contract. If the Support Vehicles had been purchased by the Contractor, ownership of such Support Vehicles shall be transferred to the RTC at the end of the Base Term of the Contract.

(4) Spare Parts and Tires. The Contractor shall also be responsible for providing and maintaining (a) an adequate inventory of spare parts to assure proper maintenance and operation of Revenue Vehicles; taking into account the lead time required for shipping, customs clearance and other transportation and delivery requirements; and (b) tires in sufficient quantity for the Revenue Vehicles. All tires shall be rated for no less than sixty-five (65) mph as defined in the RTC's vehicle specifications.

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(5) Purchasing Revenue Vehicles. The Contractor shall write vehicle technical specifications, perform inspection services and acceptance testing for the RTC in procuring Revenue Vehicles. This shall include participation in the plant inspection of completed vehicles as requested by the RTC.

(6) Maintenance of Vehicles. The Contractors maintenance obligations are discussed in Section 305 of this Contract.

C. Inclusion in Rates. The Contractor shall operate and maintain all of the various types of Revenue Vehicles provided by the RTC at the start of services under this Contract, or purchased by the RTC during the Base Contract Term or Option Terms, in compliance with the vehicle manufacturer's specifications and maintenance plans. The Contractor acknowledges and agrees that the full cost of such operation and maintenance is fully compensated for by the applicable Fixed Monthly Payment and Service Hour Rate.

D. Advertisements.

(1) Contractor Responsibilities. The Contractor will make Revenue Vehicles available for the installation of advertising by the RTC or its advertising contractor at times which do not interfere with scheduled service and maintenance activities, and at no cost to the Contractor, unless arrangements are made by the RTC and the advertising contractor agrees to compensate the Contractor. The Contractor shall post no advertisements on vehicles used in the performance of this Contract which are not authorized in writing by the RTC.

(2) Installations and Removal. The Contractor shall be responsible for overseeing the installation and removal of all advertising. Any damage to the Vehicles shall be photographed, documented, and an estimate submitted to the RTC by the Contractor for submission to the advertising contractor by the RTC.

E. Markings. The Contractor shall ensure that all vehicles assigned to and/or operated by the Contractor will bear RTC RIDE markings/graphics or insignias as approved by the RTC, and no other identification or branding unless specifically authorized in writing by the RTC. The RTC reserves the right to reject a Contractor supplied vehicle that does not adequately satisfy the RTC's quality standards.

F. Fleet Maintenance Records. Contractor will maintain complete maintenance records for each vehicle, including preventive maintenance schedules, inspection forms, and work orders. Such records will be available to the RTC for inspection. Contractor will use its computerized fleet maintenance system to track maintenance requirements and procedures to insure that RTC RIDE service is provided as scheduled. Contractor will provide RTC with access to its network system to enable RTC to review work orders, maintenance cost data and reports. Contractor's fleet management system must be able to track the following basic information:

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(1) Work Orders. Work orders and third party invoices shall be provided to the RTC upon request. Work orders shall describe work performed including complaint, cause and correction and indicate and track labor hours, parts including part numbers and cost, external contractor repairs, and copies of invoices and warranties. Contractor shall maintain vehicle records from receipt of the vehicle until vehicle is sold or removed from the fleet as surplus including, pictures, documents, licensing, and permit information.

(2) Recall Notices/Service Bulletins. Contractor shall comply with all manufacturer's recall notices and service bulletins in a timely manner and at the Contractor's expense. Contractor will provide all notices and repair information to RTC upon request.

(3) Accident Work Orders. Contractor shall provide for separate work orders for accidents identifying all work associated with the accident and any external Contractor costs. All accidents shall be tracked and classified as preventable or non-preventable and clearly indicated in a work order and RTC shall be provided a monthly summary report.

(4) Other Basic Records Information.

- a. PM schedules including A, B, C and/or other classifications of services.
- b. Certifications and renewals (vehicle registration, fuel tank certifications, etc.) and store pictures of vehicles.
- c. Identify stock parts, nonstock parts, new OEM parts, and where parts are purchased the actual cost of parts, the mark up percentage, and freight costs.
- d. In the event the RTC installs a fuel management system, the Contractor shall integrate it with the fleet management system.
- e. Provide a user defined or other field for state of good repair condition codes and update as vehicle conditions change.
- f. Use Vehicle Maintenance Reporting Standards (VMRS) codes on work orders.
- g. In the event of an emergency, be able to provide user defined field with codes for FEMA required coding on work orders and invoices attached.
- h. Contractor will provide fleet management reports upon request of RTC.

G. RTC Fleet Management System Access. Contractor will train RTC staff in the Contractor's Fleet Management System, and make such software and/or licenses available on RTC staff computers. Contractor shall be responsible for transferring all maintenance data in usable file format to capture all vehicle history to RTC or a new contractor at the end of the Contract Term.

H. Vehicle File. At a minimum the file for each vehicle shall include:

- (1) Vehicle identification and license numbers;
- (2) Vehicle maintenance and repair history, including descriptions of maintenance and repairs conducted, vendor or facility performing the work, cost, date and vehicle mileage;

- (3) Vehicle equipment check log verifying that special equipment has been checked according to manufacturer's suggested schedule or quarterly, whichever comes first;
- (4) Documentation that preventative maintenance was performed according to the schedule established by the Contractor and approved by the RTC;
- (5) Vehicle maintenance requests submitted by vehicle operators, including the problem, the curative action taken, and when the repair was performed; and
- (6) Vehicle pre-trip inspection logs, signed by the vehicle operators, utilizing Contractor's automated pre/post trip inspection process such as Zonar and/or equivalent which Contractor must operate, maintain and provide RTC with appropriate access. All inspection logs must integrate with the Fleet Management System.

I. Reports. Contractor's Fleet Management System must be able to provide RTC with data and reports. The following are examples of the types of information and reports that are required by the RTC:

- (1) Cost per mile for labor, parts, fuel/energy, tires, third party repairs and all warranty work, miscellaneous supply/materials costs;
- (2) PM completion, maintenance cost per mile including break out of cost for parts, labor, fuel/energy, tires and third party repairs, mpg, energy consumption for electric buses;
- (3) Fleet availability reports including summary by specific vehicle and date out of service;
- (4) Lifecycle analysis reports;
- (5) Mileage between chargeable major mechanical road calls as defined by National Transit Database;
- (6) Warranty claims and repairs completed and claim status; and
- (7) Subrogation claims and the claim status.

SEC. 302 OPERATING PERFORMANCE STANDARDS

A. In General. During the term of this contract, RTC may review the standards established for the Contractor and contracted fixed route service to ensure that those standards remain appropriate. In consultation with the Contractor, RTC may agree to adjust standards, incentives and liquidated damages to ensure and encourage increased efficiency and improved performance of services.

B. Assessment of Liquidated Damages/Incentives. Liquidated damages will be assessed on a monthly basis and reflected on the service invoice.

Contractor shall be given an opportunity to demonstrate that it could not reasonably have prevented the failure. Failures caused by actions of RTC staff, natural disasters, or extreme and unusual weather or traffic conditions shall be considered not preventable. Any such claim

must be supported by adequate documentation provided by the Contractor. If RTC determines that the failure was not preventable, then the assessment shall be waived.

RTC's decision to waive the assessment of any liquidated damage shall in no way affect RTC's right to assess a liquidated damage for a similar failure in the future and shall in no way affect the Contractor's obligation to meet the associated performance standard. Continued non-performance by the Contractor and/or serious violation of service standards may result in continued assessment of liquidated damages.

Category	Standard	Incentive	Liquidated Damage	Comment
On Time Performance (OTP)	Depart from time points between zero minutes early and 5 minutes late 90% of the time.	\$1,000 for each full percentage point above 90% on time.	\$1,000 for each full percentage point below 88% on time.	OTP will be measured utilizing report information generated from the RTC AVL data collection monthly.
Valid Complaints	No more than one valid complaint per 20,000 passenger trips each month.	\$500 for each valid complaint under monthly standard.	\$500 for each additional valid complaint above monthly standard.	Divide total monthly passenger trips by 20,000 for threshold rounded to the nearest whole number. Number of valid comments above or below threshold result in penalty or incentive. See Section 502.
Accident/ Incident Reporting	Report within 24 hours by verbal & written reporting.	None	\$5,000 per accident/incident not reported as required.	See Section 503. This includes reporting property damage involving any RTC property.
Accident Frequency Ratio (AFR)	No more than One (1) preventable vehicle accident per 100,000 miles.	\$5,000 for AFR below 0.50	\$5,000 for monthly AFR of 1.01 to 1.49. \$10,000 for monthly AFR greater than 1.50.	Penalty and/or incentive is calculated monthly.

Category	Standard	Incentive	Liquidated Damage	Comment
Key Personnel	Contractor shall fill all Key Personnel as defined under Section 201B.	None	Deduct salary and benefits plus \$1,000 per day, for each position unfilled beyond 30 days.	See Section 201B.
Preventive Maintenance	100% of PMI's done within required intervals.	None	\$100 per day for each vehicle operated after scheduled PMI. \$200 per day for vehicles operated more than 3 days or 500 miles past scheduled PMI.	
Miles between mechanical road calls	20,000 miles between valid mechanical road calls.	None	\$100 per each valid mechanical road call under 20,000 miles in a monthly reporting period.	See Section 101(19).
Vehicle Damage	All vehicles shall be free of accident or other damage including graffiti (RTC and Contractor owned.)	None	\$100 per vehicle / day for each vehicle with interior or exterior damage not repaired within thirty (30) days from date of damage or discovery.	Visible body damage or scuffs/scratches greater than 2" in length or diameter including broken glass, graffiti, and/or damaged plastic panels or surfaces.
Missed trip	No scheduled trips are to be missed.	\$5,000 per month for zero occurrences	\$1,000 per occurrence.	Penalty and/or incentive is calculated monthly.

C. Reservation of Rights. Neither the agreement of the RTC to accept liquidated damages as compensation for its damages for the Contractor's failure to perform, nor the imposition or assessment of any liquidated damages under this Section, shall affect any other rights and remedies of the RTC under this Contract, including the right of the RTC to terminate this Contract in accordance with the termination provisions hereof. In addition, in the event of a pattern of repeated failures by the Contractor in any of the liquidated damages categories in subsection B, the RTC may in its discretion double or triple the stated liquidated damage amount.

D. Grace Period. With the exception of the Category, Accident/Incident Reporting, the RTC will honor a 90 calendar day grace period beginning with the commencement of Revenue Service under this Contract, in which no liquidated damages or incentives will be imposed or granted.

SEC. 303 SCHEDULES

A. In General. The Contractor shall operate the RTC's fixed route services in accordance with the schedules established by the RTC. The RTC and the Contractor shall work together to ensure that schedules provide accurate Vehicle Trip Times, provide appropriate frequencies during peak periods, decrease excessive Recovery Time, and reflect varying ridership demands on the system.

B. On Going Review. The RTC and the Contractor shall continuously evaluate schedules to address changes in ridership and demand, and in surface street, traffic, and circulation conditions. All permanent schedule changes requested by the RTC shall be implemented by the Contractor (following any necessary public hearings and RTC action); provided that the RTC, prior to directing any schedule change, shall give due consideration, pursuant to the service change process in Section 304 of this Contract, to the views of the Contractor regarding the feasibility and operating impact of such change. The RTC shall have sole discretion to determine schedules, and to direct schedule changes pursuant to the service change process set forth in this Contract.

C. Holiday Schedules. The RTC reserves the right to require the Contractor to operate modified schedules on holidays as the RTC deems appropriate. Notice of any change to the timing or number of holidays will be provided by the RTC in writing at least sixty (60) calendar days prior to any coach operator bid dates in which the change in holidays will occur. Changes to the holiday schedules shall be in writing and provided at least sixty (60) calendar days before the scheduled change.

D. Fixed Route Scheduling and Runcutting Software. The RTC utilizes HASTUS® by GIRO as its software application for fixed route scheduling. The software provides functional automation for the major stages of the scheduling process:

- (a) **Route Definition** -- for creating and maintain network data (line-of-route, links run-time, and nodes/stops);
- (b) **Trip Building** -- for creating and maintaining vehicle schedules;
- (c) **Vehicle Blocking** -- for creating work assignments;
- (d) **Runcutting and Crew Blocking** -- is integrated with HASTUS to create work assignments for operators; and
- (e) **Rostering** -- for creating weekly packages of operator assignments.

1. In General. The RTC and the Contractor will meet to determine appropriate timelines and processes for providing the below-mentioned route and schedule information in order to meet the Contractor's work and Bus Book deadlines. The process is performed using the scheduling application at least twice a year. Route and schedule changes generally occur each September and March, but emergency route and scheduling changes may occur at any time.

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2. **RTC Responsibilities.**

- a. The RTC is responsible for all transit planning, and will regularly evaluate and optimize routes to minimize the number of vehicles in use. This function is defined within the HASTUS environment as the first three tasks: Route Definition, Trip Building and Vehicle Blocking.
- b. The RTC will determine vehicle types to be assigned to routes or blocks, but the Contractor may request the RTC's approval on changes.
- c. Timetables and preliminary vehicle blocking solutions are generated in HASTUS. The RTC will provide the Contractor with timetables and preliminary vehicle blocking solutions for the routes to be operated. This scheduling information will be provided electronically to the Contractor in order for the Contractor to perform runcutting for a block bidding solution.
- d. The Contractor shall take all necessary steps to ensure operator training materials are updated to reflect any changes in service prior to the changes taking effect.
- e. HASTUS is provided to the Contractor to perform final runcutting and crew assignments. Contractor access to the software will be provided through an RTC provided computer as well as an internet connection determined by the RTC.

3. **Contractor Responsibilities.**

- a. Runcutting, Crew Blocking and Rostering are the responsibilities of the Contractor. The runcutting and rostering portions must be performed within the HASTUS environment.
- b. The Contractor shall ensure that all runcut information and final blocking solutions are provided to the RTC in HASTUS for the purpose of accurately providing data to all peripheral systems such as Automated Passenger Counters (APC), the Fare Collection System (FCS), Vehicle Management System (VMS) and other communications systems.
- c. The Contractor may modify preliminary blocks provided by the RTC for improved runcutting efficiency, subject to RTC review and approval of proposed blocking changes.
- d. With all information in HASTUS, Contractor will be responsible for the production of reports, statistics, and employee bid materials such as blocks, supervisor schedules, and operator paddles.

E. Networking Infrastructure. Contractor is required to provide their own networking infrastructure as needed (i.e. Switches, firewalls, Internet connection, etc.), but may use existing wiring, if available. Any new wiring being installed in any RTC facility must be coordinated with RTC's IT Department. Contractor may also use the existing phone system that is already in place, as is; but, will be required to pay its portion of the costs for that system. Alternatively, Contractor may provide at its own cost its own phone system.

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SEC. 304 ALLOWABLE SERVICE CHANGES

A. Description of Service Changes.

(1) Authority of RTC. The RTC may modify or adjust the services provided under this Contract at any time in accordance with the procedures in this Section. Service changes shall be set forth in a written notice from the RTC, following any public hearing required and any necessary RTC approval. The RTC anticipates conducting service changes bi-annually throughout the term of the Contract to make routing and scheduling modifications to existing transit services or to add new services.

(2) Allowable Service Changes. Allowable modifications and adjustments may include, but are not limited to: adding or deleting segments of routing; extending, deleting, or adding routes or parts of routes; reallocating, decreasing, or increasing Revenue Service Hours or the frequency of service; adding commuter express service or routes, or other types of new services needed to meet changing transit demand and market conditions (hereafter collectively referred to as "Service Changes").

(3) Contractor Proposals. The Contractor may identify, develop, and propose to the RTC new or revised services or service performance ideas intended to create cost savings, revenue enhancements, improve customer service quality and overall customer service experience. The decision to implement such proposals and share any cost savings with the Contractor shall be in the sole discretion of the RTC.

B. Process for Service Changes.

(1) The RTC is responsible for all service planning and shall meet at least monthly with the Contractor to discuss performance and operations. At these meetings service improvement plans and ideas will be shared through a collaborative process. The Contractor may also propose service changes, or suggest alternatives or modifications to changes proposed by the RTC, at any time during the contract term.

(2) Proposed service changes shall be discussed at these meetings in sufficient detail to identify:

- (a) the cost or savings (if any) resulting from the proposed change
- (b) the anticipated impact of such change on existing operations, maintenance activities, schedules, routes, and existing capital equipment usage
- (c) the necessity for any additional capital equipment to implement such change; and the feasibility of such change.

(3) Final changes will be brought before the RTC Board at a public hearing, as appropriate, and implemented (with any modifications specified by the RTC) in accordance with the schedule or timetable established by the RTC. Only those Service Changes directed or approved by the RTC, in writing, shall be implemented by the Contractor.

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C. **Temporary Modifications.** Notwithstanding the preceding provisions of this Section, the RTC may direct the Contractor to make temporary modifications in the services provided or the schedules in order to address short term operating problems or issues.

D. **Other Service.** If the RTC determines that other services should be added to its fixed route system, the RTC reserves the right, in its sole discretion, to implement those other services through the Service Change process set forth in subsection B, or to separately procure and contract for those other services from an alternate provider.

E. **Special Services.** If the RTC determines that special services are needed to meet a particular transit need within the scope of this Contract, the RTC shall provide notice to the Contractor of the special services to be provided and the date on which the provision of such services shall commence. The Contractor shall be compensated for special services on the basis of the then applicable Special Services Hour Rate. The Contractor shall implement such services in accordance with the schedule established by the RTC.

SEC. 305 VEHICLE MAINTENANCE

A. **Vehicle Safety.** The Contractor shall maintain all Revenue Vehicles and Support Vehicles in a safe operating condition and in accordance with the manufacturer's specifications and standards and all local, State, and Federal requirements for safety.

B. **Revenue Vehicle Maintenance.** The Contractor shall be responsible for all maintenance and repair of the Revenue Vehicles, from bumper to bumper, including the routine replacement of components, within the Contract price, and in accordance with all manufacturers' specifications and standards, and preventive maintenance manuals, at a minimum. The Contractor shall use all OEM or OEM approved equivalent components, parts and fluids for service use. Approved equals may be substituted with the express preapproval of the RTC. No previously used parts may be used without express preapproval of the RTC. The Contractor shall perform all OEM recommended maintenance throughout the life cycle of the Vehicles. In addition, the Contractor shall perform all maintenance in accordance with the Contractor's approved Vehicle Maintenance Plan and Preventative Maintenance Program in Attachment H, and shall be subject to and comply with the following provisions of this subsection:

(1) **Availability of Equipment.** The Contractor shall make all repairs in a timely manner, including repair of interior materials, dents, scratches, vinyl and paint. The Contractor shall ensure that a minimum of eighty percent (80%) of all Revenue Vehicles in each category of vehicle type are in operable condition and available for Revenue Service at all times; except where there are ten (10) or fewer vehicles of a particular vehicle type that are dedicated to a specific type or brand of service (e.g., SIERRA SPIRIT, REGIONAL CONNECTOR, or RTC RAPID), the Contractor shall assure that a sufficient number of those vehicles are available at all times so that the service in question will always be operated with that vehicle type. All vehicles shall, to the maximum extent feasible or as otherwise agreed, be used and maintained by classification on an equal and uniform basis, and maintenance activities shall be scheduled to assure that the maximum numbers of Vehicles are available for Revenue Service during peak periods. The Contractor shall

ensure that an adequate supply of spare parts, including ITS Communications System and other RTC provided Equipment, is available in order to maintain the Revenue Vehicles on a timely basis in accordance with this Section, taking into account the lead time required for shipping, customs clearance, and other transportation and delivery requirements. Other than the initial supplied spare parts, spare parts for the ITS Communications System and other RTC provided Equipment shall be the responsibility of the Contractor.

(2) RTC Inspection. The RTC reserves the right in its sole discretion at any time to review the Contractor's maintenance records and inspect and reject temporarily or permanently, by notice to the Contractor, any vehicle the Contractor proposes to use or subsequently utilizes which the RTC deems unacceptable due to uncleanliness, appearance, mechanical failure, or safety concerns.

(3) Pre-trip and Post-trip Inspections.

(a) All vehicles shall receive a daily pre-trip inspection using Zonar or equivalent automated product approved by the RTC prior to being placed in service. The pre-trip inspection procedure must be approved by the RTC. Additionally, each vehicle placed into service must receive a post-trip inspection (at the end of each Block) that shall be performed and documented by the vehicle operator or by authorized maintenance personnel. The pre-trip and post-trip inspections must address each of the items listed in Attachment I.

(b) The RTC may, without prior notice, perform random inspections of the daily pre-trip and post-trip records, as well as monitor operators during their inspections. The Contractor shall make necessary repairs, adjustments, or additions, at the Contractor's sole expense, prior to placing any Revenue Vehicle in service. The Contractor shall maintain inspection documentation as required by Department of Transportation regulations and the RTC may review such inspection documentation during the Contract Term.

(4) Defects. Any defects noted by the vehicle operator or inspector shall be noted on a defect report. Appropriate action shall be taken by the Contractor to correct defective items noted in a defect report prior to the operation of the Revenue Vehicle.

(5) Records. A written record of all vehicle inspections and repairs shall be kept by the Contractor. The Contractor shall provide, use, and support its own fleet management software for purposes of vehicle record-keeping and reports. RTC shall be provided with training and unrestricted read-only access to the software.

(6) Unsafe Vehicles. Revenue Vehicles shall not be operated with defects or other required repairs that make them unsafe to operate. The Contractor shall consult with the RTC as to whether a vehicle is not repairable or otherwise unsafe to operate. The RTC shall make the determination in its discretion if such a vehicle shall remain in the fleet.

(7) Repair Standards. All repair work shall be performed by maintenance personnel who have demonstrated experience and documented training in the work to be done. Maintenance

personnel shall have the necessary equipment and tools to perform any authorized work. All maintenance personnel of subcontractors performing fueling and quick service repairs shall at a minimum have demonstrated experience and documented training in the areas in which they are assigned. All repairs shall be in accordance with the following standards and requirements:

(a) Upon removal of a vehicle from service for repairs, a schedule shall be established within twenty-four (24) hours setting forth a timetable for repairs and an estimated date for returning the vehicle to service.

(b) Inspection and/or repair work shall be commenced promptly in accordance with the established schedule, but not later than twenty-four (24) hours after the time of removal from service.

(c) The Contractor shall update daily such schedule to reflect the progress of work and the estimated return of the vehicle to service.

(d) The Contractor shall not remove vehicles from Revenue Service during peak periods except to conduct emergency repairs.

(8) Major Repairs. The Contractor shall be responsible for the cost of major repairs of a single major component the price of which is under Twenty Five Thousand (\$25,000) dollars. The Contractor shall not make major repairs to a single major component without prior approval from RTC. The Contractor shall be responsible for providing any additional tools and equipment necessary to perform the work. The Contractor shall use all OEM or OEM approved components during routine maintenance and overhauls.

(9) Preventive Maintenance Program. The Contractor shall follow the approved Preventive Maintenance Program in Attachment H, and the manufacturer's recommended maintenance schedule, standards, and specifications, including, but not limited to, staffing, level of expertise, and reporting forms. Preventive maintenance should, to the maximum extent feasible, be conducted during off peak periods, and should be conducted in an expeditious manner to minimize the amount of time vehicles are out of revenue service. All preventive maintenance inspections and schedules shall be documented on forms and tracked via the approved fleet management software in subsection B(5) above. Any material changes to the approved maintenance program shall require the prior written approval of the RTC. The Contractor shall perform all weekly, monthly, and yearly preventive maintenance as scheduled in the Contractor's Preventive Maintenance Program.

(10) PMI Report. This report shall be delivered monthly with the invoice. This report will include the Vehicle fleet number, previous PM type and mileage, current PM type, mileage and date when the Vehicle exceeds 3,000 miles or the actual service date (whichever first occurs), repair order number, current over/under miles to service, and the number of calendar days past due. The mileage interval for the electric fleet vehicles will be mutually agreed upon and established by the RTC and Contractor. A copy of the PMI work order shall be provided upon request of the RTC, and include a listing of all labor hours, parts, materials and supplies used. The Contractor will use the PMI Report Form required by the RTC.

(11) PMI Repairs.

(a) Inspection. Without notice, the RTC may perform random Vehicle inspections in order to determine if the schedules for PMIs are being adhered to and the Vehicles are being maintained in accordance with all local, State, and Federal, operational and safety requirements and in accordance with all manufacturers' maintenance recommendations, warranties, and operational and safety standards.

(b) Repair Schedule. The RTC will submit Inspection Reports to the Contractor, and all noted open items shall be completed by the Contractor within fifteen (15) calendar days or at the next PMI, whichever first occurs. If the repair items are safety related, the Vehicle shall not be permitted to re-enter service until all the repairs are completed. A copy of the completed Inspection Report shall be returned to, and shall be signed by, the Contractor's Maintenance Manager. The PMI will be considered incomplete if items listed on the discrepancy sheet(s) are not properly repaired within the prescribed time period.

(12) Road Calls. The Contractor shall provide a monthly report to the RTC disclosing the number of valid mechanical road calls in the calendar month. The report shall be provided to the RTC no later than five (5) days following the reported month electronically via email or on paper, if so requested by the RTC.

(13) Graffiti. The Contractor shall remove or cover graffiti within twenty-four (24) hours of discovery, and shall comply with the RTC approved graffiti abatement program developed by the Contractor, as identified in the Contractor's Vehicle Maintenance Plan.

(14) Fueling/Charging. Revenue Vehicles used for the services under this Contract shall be fueled/charged by the Contractor at designated fueling/charging points. The Contractor shall be responsible for the fuel and fluid dispensing system, and maintain all on-vehicle and shop equipment related to tracking usage.

(15) Specific Maintenance Items. The Contractor shall maintain, repair, and if necessary replace the on board audio, video, ITS devices and equipment, APCs, operators' microphones, fire extinguishers and other required safety equipment, vehicle destination signs, and communications system. The Contractor shall also be responsible for any new technologies adopted by the RTC, training technicians and maintaining sufficient spare parts.

(16) Fire Suppression. The Contractor shall perform an annual Fire Suppression PMI on all Vehicles and shall be responsible for the annual charging of the fire suppression bottles on all Vehicles. The Contractor shall follow all Federal, State and Local guidelines in conducting these inspections, and shall use a certified technician to perform any inspections or repairs.

(17) Electrical repairs. All electrical work must be in accordance with the vehicle manufacturer specifications and standards. Branching of wires, direct wiring, or circumventing safety systems by by-passing circuit protection devices is prohibited. When necessary to re-wire a

particular system or systems differently than what is shown in the electrical schematic, prior approval must be obtained from the OEM manufacturer and the RTC's Fleet/Facilities Manager.

(18) Breakdowns and Accidents. In the event of a Revenue Vehicle breakdown, accident, or other event rendering the Revenue Vehicle unfit for service, the Contractor shall provide a replacement Vehicle within thirty (30) minutes after the Vehicle operator reports (or should have reported) the occurrence.

(19) Breakdown and Accident Reports. The Contractor shall provide a monthly report to the RTC by the 15th of each month detailing all vehicle breakdowns and accidents (regardless of fault). The report shall detail location, cause and an estimate of costs (including labor, parts, materials and towing) associated with each breakdown and accident.

(20) Heating and Air Conditioning. If the heating or air conditioning on a Revenue Vehicle fails to function properly while in service, the Contractor shall provide a replacement Revenue Vehicle within sixty (60) minutes after the failure was reported (or should have been reported).

(21) Multi-Media Systems. The Contractor shall report to the RTC any defects or failures of the on-board multi-media information and advertising system within twenty-four (24) hours of the failure or discovery of the defect.

(22) Parts. All parts shall be of OEM new and unused, or approved equal. No aftermarket parts shall be used unless approved in advance by the RTC. All parts shall be warranted and the Contractor shall be able to track installation dates, performance and identify defects as part of their fleet management system in order to ensure parts warranties are properly claimed. No used parts may be used or removed from other RTC vehicles and reused without the express permission of the RTC. When a new type or model of bus is added to the fleet the Contractor shall add the appropriate new part inventory at the time vehicle is placed into service.

C. Warranties.

(1) General Requirement. The Contractor shall have day-to-day responsibility for the enforcement of all warranties on the Revenue Vehicles and systems and components thereof. The Contractor shall be responsible for the administration of all new Vehicle warranties on the RTC's behalf, including documenting files and processing claims through the fleet maintenance software. The Contractor is expected to document and maintain the labor and material cost of any warranty work independent of its normal maintenance and repair work, in order to allow for a clear understanding of the cost for the associated warranty work for purposes of discussions/negotiations with the Warranty provider.

(2) Claim Forms. The Contractor shall complete all claim forms with all appropriate paperwork, including copies of work orders and parts issues, within fifteen (15) calendar days of the completion of the work. All warranty claim forms shall be properly filled out to include Vehicle number, bus in-service date, date of failure, date of repair, mileage, failure description, corrective action, part number, quantity used, description of part, cost per part, extended cost, labor

hours, any pertinent comments related to failure, towing information, service call information, tow call number, if any, date of call, tagged parts returned to stock and Contractor foreman's signature.

(3) Parts. Contractor shall track all parts usage and must be able to identify and track all defective parts under warranty. All defective parts shall be properly tagged to include vehicle number, date of failure, mileage at time of failure, facility location, part name, part number, control number or work order, and mechanic's name. The Contractor shall designate a section in the storeroom, or other secure place, for warranty parts. All parts in the warranty section shall be examined to determine if they are within the warranty period for that part. Parts that are out of warranty shall be separated and placed in a separate area by Contractor personnel. Parts that are determined to be within warranty shall be inventoried and placed in shipping boxes in preparation for return for claims processing, and a copy of that inventory shall be provided by the Contractor with a claim summary.

(4) Standards for Work. All repair work shall be performed in such a manner as to preserve all warranties on RTC-owned vehicles or equipment.

(5) Notice to RTC. The Contractor shall promptly notify the RTC of any disagreements or disputes with a Revenue Vehicle manufacturer or system or component supplier regarding warranty coverage or repairs. The RTC agrees that it will take whatever actions may be necessary or appropriate to resolve warranty disputes and assure timely warranty repairs, including contacting the manufacturer or supplier directly to pursue resolution of the warranty issue.

(6) Fleet Defects. The RTC shall be responsible for declaring fleet defects, in consultation and with input from the Contractor, and for seeking resolution of fleet defect issues with the vehicle manufacturer. The Contractor shall promptly notify the RTC of any situation which it reasonably believes may give rise to a fleet defect. All work associated with fleet defects and/or warranty campaigns shall be performed by the OEM or the OEM's approved vendor and tracked on a work order.

(7) Warranty Reimbursements. The RTC is entitled to all warranty reimbursements for labor costs from vehicle manufacturers, and other vendors or suppliers. Any warranty reimbursement payments for labor costs received by the Contractor from vehicle manufacturers or other vendors or suppliers shall be promptly paid to the RTC, unless the RTC determines that the Contractor is entitled to such reimbursement. A fee for overhead of fifty percent (50%) of the defined warranty labor rate, and 100% of the cost of parts may be included in the Contractor's warranty claim to the manufacturer, vendor or supplier. The defined labor rate is the current top level, class 4A mechanic's unburdened wage and benefit rate. If paid by the manufacturer, vendor or supplier, the Contractor would be entitled to receive the 50% fee for overhead, and 100% of the cost of parts reimbursed.

(8) Voided Warranties. If warranty coverage is denied or a warranty is voided because of the acts or omissions of the Contractor (such as misuse or improper alternation of parts, negligence, accidents, or failure to perform scheduled preventative maintenance), then the Contractor shall be responsible, at its sole expense, for the parts and labor required for the repair or replacement of the part or component of the Vehicle or Equipment involved, or the RTC in its

discretion, may have the OEM perform the necessary repairs and charge the Contractor for the cost thereof (by billing the Contractor for such costs or by deducting such costs from the Contractor's monthly invoice).

(9) Inspection. The Contractor shall perform inspections on vehicles, parts, and equipment thirty (30) days prior to the expiration of a warranty and document the inspection on work orders.

(10) Warranty Report. The Contractor shall provide a monthly report to the RTC by the 15th of each month listing all warranty claims made, outstanding claims, disputed claims and any voided warranties.

D. Inventory. The Contractor shall provide all necessary and appropriate tools for the maintenance of Revenue Vehicles, except those normally and permanently affixed to the buildings or grounds and those provided by the RTC in the inventory under this Contract, and replace tools as necessary during the Contract Term, and in accordance with the terms of the Contract. The Contractor shall maintain an adequate inventory of spare parts, supplies, tools, and other equipment to conduct maintenance and repairs on vehicles, technology and other equipment in a timely manner in order to assure the capability of providing full Revenue Service at all times as required by this Contract. Upon the start-up of service, the Contractor shall purchase the existing parts inventory from the outgoing contractor on a mutually agreed on price. Upon the termination of this Contract, the Contractor shall have a sufficient inventory of needed parts, supplies and lubricants on hand necessary for the orderly maintenance and operation of Revenue Vehicles and shall offer to sell the parts, supplies and lubricants to the new contractor for their fair market value or such other price as may be negotiated by the parties. The RTC may perform an inventory inspection at any time during this Contract.

E. Tires

(1) Contractor Obligation. The Contractor shall be responsible for providing tires for the performance of the Contract. The Contractor shall properly recycle all tires, in accordance with the applicable law and the RTC's commitment to environmental responsibility.

(2) Tire Replacement. The Contractor is also responsible for developing and implementing a tire replacement policy that will assure that vehicles are equipped with safe and functional tires and that there is an adequate stock of tires on hand at all times. Tires shall be stored in stacks no more than 5' high and shall not be stored outside under the freeway overpass so as not to create a hazard. The number of tires in storage shall be kept to a reasonable number so as not to impact the parking and storage of buses. At the completion or termination of the Contract, the Contractor shall coordinate with the new service provider regarding the arrangement for the purchase or lease of tires. Coordination during this transition period shall be carried out so as to assure continuing transit service without degradation of service to the rider.

(3) Tire Tracking. The Contractor shall be responsible for tracking each tire, the location of tires on Vehicles and the reason for replacement of tires for each Vehicle. The

Contractor shall also track and record the life miles and time the tire is utilized in the fleet management software.

(4) The Contractor shall provide tires for vehicles in the contingency fleet and for the sale of surplus vehicles, and is responsible for the cost for such tires.

F. Transfer of Parts. The Contractor shall not use parts removed from a Revenue Vehicle or from an RTC supplied Support Vehicle, and install those parts into another Revenue Vehicle or an RTC supplied Support Vehicle without express approval of the RTC. If the RTC grants such approval, the Contractor shall track labor performed on both vehicles and charge the new part to the vehicle from which it was removed.

G. Condition Upon Return. Upon termination of this Contract (for whatever reason), the Contractor shall warrant that the Revenue Vehicles and RTC supplied Support Vehicles have been properly serviced and maintained, and are in good repair, in accordance with this Contract, and shall return such Vehicles to the RTC in sound mechanical condition, normal wear and tear excluded. The inspection process for this assessment is described in subsection H of this Section.

H. Turnover Inspection and Audit Process.

(1) **General Requirements.** At least twenty (20) but not more than sixty (60) calendar days prior to the termination of this Contract, the RTC, the Contractor, and the new contractor (if any) taking over operations and maintenance responsibility for the RTC, shall participate in the Revenue Vehicle, Facilities, and Equipment turnover inspection and audit process set forth in this subsection.

(2) **Third Party Inspections.** The turnover inspection and audit will be performed by an independent third party, selected by the RTC that is experienced in transit operations and maintenance and vehicle, facilities, and equipment inspections. The RTC shall be responsible for the expenses of the inspection and audit.

(3) **Purpose.** The purpose of the inspection and audit will be to establish the condition of the Revenue Fleets and any Support Vehicles provided by the RTC, the Facilities and the Equipment, as of the audit date, and to determine the specific repairs and maintenance that needs to be performed, by Vehicle, Facility or Equipment item, in order to assure that all Revenue and Support Vehicles, Facilities and Equipment will meet the requirements set forth in this Section and the other Contract Documents. The Contractor shall be solely responsible for promptly completing all repairs and/or maintenance identified in the inspection and audit as necessary to meet such condition requirements by the Contract termination date, and shall also be solely responsible for the cost of all such repairs and maintenance.

(4) **Disputes.** If any dispute arises in the turnover inspection and audit process, the RTC shall first attempt to facilitate the resolution of such dispute through meetings and conferences with the Contractor and the new contractor. If the dispute remains unresolved for thirty (30) calendar days, the RTC shall invoke a mandatory arbitration process, using an outside neutral arbitrator, selected by the RTC with the concurrence of the Contractor and the new

contractor, for a final and binding decision on all matters in dispute. In the absence of concurrence, the RTC shall obtain a list of potential arbitrators from the American Arbitration Association, and shall select the neutral arbitrator from that list after consultation with the parties. Prior to binding arbitration, the RTC may, in its discretion, require the parties to participate in a mediation process conducted by a neutral third party selected by the RTC.

(5) Consent of Parties. By execution of this Contract, the RTC and the Contractor hereby consent to the mediation and arbitration process described in paragraph (4) and further agree to comply fully with any resulting arbitration decision, subject to any rights to contest such decision in accordance with applicable State law.

(6) Costs. The costs of any mediation or arbitration under this subsection shall be borne equally by the outgoing Contractor and the incoming new contractor.

SEC. 306 VEHICLES – CLEANING AND APPEARANCE

A. In General. The Contractor shall be responsible for the appearance of all Revenue and Support Vehicles and shall maintain the cleanliness of vehicles in accordance with the performance standards set forth in this Section and the Contractor's approved Vehicle Maintenance Plan.

B. Standards. The Contractor shall clean and maintain all Revenue and Support Vehicles used by the Contractor in carrying out services under this Contract in accordance with the following standards:

(1) Vehicle interiors shall be swept or vacuumed, gum shall be removed from the floors and all passenger seats, windows shall be cleaned on the interior, and Vehicles shall be mopped daily to remove all dirt and debris every time a Vehicle is fueled.

(2) Vehicle exteriors and wheels shall be washed and scrubbed as needed, but no less than twice weekly.

(3) The complete undercarriage and engine of each Revenue Vehicle shall be steam cleaned as needed but no less than every 12,000 miles and shall be tracked in the fleet management software.

(4) All components of the vehicle body, appurtenances, and frame shall be sound and undamaged while in revenue service.

(5) All vehicles shall undergo insect extermination as necessary to eliminate the presence of insects. The extermination process shall be conducted while vehicles are out of service. Vehicles shall not be placed in service while any noxious fumes or detectable odors remain in the vehicle.

(6) Each Revenue Vehicle shall be fully detailed inside and out every one hundred-twenty (120) calendar days.

(7) All aluminum wheels shall be highly polished on an annual basis, shall not be mismatched on Revenue Vehicles, and shall be tracked in the RTC's fleet management software or other software system designated or approved by the RTC.

(8) All seat inserts that are tethered, faded, worn or torn shall be replaced at the end of the Vehicle service day.

SEC. 307 FACILITY MAINTENANCE AND OPERATIONS

A. Facility Maintenance Responsibilities. The Contractor shall be responsible for maintaining the Facilities as identified in Attachment J, in accordance with the approved Facility Maintenance Plan (FMP) and all local, State, and Federal requirements for safety and security. RTC shall be responsible for maintaining all other Facilities used by the Contractor in providing services under this Contract. The Contractor shall be responsible for complying with the requirements of the RTC's System Safety, Security and Emergency Preparedness Plans, and RTC security requirements at all Facilities used by the Contractor as part of this Contract, as described in more detail in Section 316. The Contractor may provide the required facility maintenance and janitorial services through a subcontractor. Any such subcontractor must be selected through an open competitive procurement process (either low bid or best value) conducted by the Contractor, which shall include a good faith effort to obtain at least three (3) bids or proposals. The Contractor shall submit procurement documents for RTC review and any subcontractor selected shall be subject to RTC approval under Section 511. The Contractor's obligation to provide safety and security under this section shall continue to exist notwithstanding any work stoppage.

(1) RTC Responsibilities.

- Energy use related to electric bus charging stations – it is expected that separate meters will be installed for these stations. Contractor provides regular PMs.
- Repairs to charging stations and dispensers.
- Inspection and monitoring of all storm drains and development of SWPP Plans at all properties.
- UST fund registration and payment.
- Prioritization of generator for charging vehicles and/or operations of maintenance facility.
- All cleaning* and janitorial including Office cleaning at 200 East 4th Street and 1421 Victorian Ave. (*Vehicle oil/fluid spills and leaks shall remain the responsibility of the Contractor.)
- Pressure washing shall be scheduled at 4th Street Station and Centennial Plaza for all surfaces. (Oil/fluid spills shall remain the responsibility of the contractor and cleaning charges may be assessed and collected from the contractor if RTC vendors respond to spills or cleanups.)
- All facilities fire monitoring (not including fire extinguishers), access controls and security monitoring and alarms.
- The maintenance of the data room at the Jerry L. Hall Operations and Maintenance Facility.
- Shop floor sealing.
- Parking lot sealing and striping.

(2) Contractor Responsibilities. Contractor is responsible for the building and grounds maintenance and repair of the Jerry L. Hall Operations and Maintenance Facility, 6th Street Storage Facility, Fourth Street Station, and Centennial Plaza as follows:

a. Jerry L. Hall Operations and Maintenance Facility Administrative Building:

- i. Daily, weekly, monthly janitorial including carpet cleaning, tile cleaning and waxing, painting of offices, walls, etc. See Attachment P, Technical Janitorial Specifications All Sites.

b. Jerry L. Hall Operations and Maintenance Building and new shop building:

- i. Daily, weekly, monthly janitorial including carpet cleaning, tile cleaning and waxing.
- ii. Contractor shall be responsible for all facilities and shop equipment listed in Attachment L.
- iii. Body shop air system and filter replacement.
- iv. All lift maintenance including all regular inspections.
- v. Keeping the oil storage area adequately covered, cleaned and free from debris and any combustible materials.
- vi. Keeping the following areas cleaned: All shop floors, table and equipment and working surfaces.
- vii. Adjacent perimeter sidewalk areas including snow removal.
- viii. Building interior and exterior windows and lighting.
- ix. Wall cleaning, painting, carpet cleaning, tile cleaning, waxing, and replacing damaged tiles.
- x. Responsible for keeping maintained and in operating condition the following facilities items: all fences, light fixtures, bulb replacement, maintenance and repairs, property signage, mirrors, curbs, dots, and benches.
- xi. Bus wash floor and wall cleaning and pressure washing.
- xii. Compressors shall be maintained by a licensed contractor
- xiii. Oil drain area, pumps, vaults, storage areas, waste oil, sand oil separators, underground and/or above ground vaults, hoses and water/air/fluid/fuel/gas/utility lines shall be properly marked and maintained and repaired.

c. Bus Storage Building:

- i. Bus barn floor cleaning, and oils or water spills shall be cleaned immediately to avoid slip hazards.
- ii. Roll up doors must be kept closed at all times when not in use.
 1. Door remote controls shall be maintained in good working order.
 2. All door seals and weather stripping shall be maintained and repaired immediately.
- iii. Contractor is responsible for maintenance repair of the following: Manual doors, shelving, light fixtures, bulb replacement, fixture maintenance and repairs, heaters and HVAC controls, and bus chargers and dispensers.

d. Grounds and landscaping, Fuel and Fluid Storage, Underground Storage tanks (UST), utility vaults, underground facilities:

- i. Responsible for keeping the following areas cleaned: Adjacent perimeter sidewalk and all walkways, drive lanes and parking areas.
- ii. Responsible for keeping maintained and in operating conditions the following facilities items: all fences and automatic/manual gates and personal doors, exterior lighting, light fixtures maintenance and repairs, light bulb replacement, property signage, decorative materials, mirrors, curbs, dots, and benches shall be maintained.
- iii. Fuel tank monitoring, leak detection maintenance and monitoring, and reporting shall be the responsibility of the contractor.
- iv. fuel quality testing, inspection, pump out water/contaminates and filter (draw down and filter out contaminants and sediments, filtration,
- v. Fuel tanks, lids/covers, vaults, sensors, vents, water intrusion, damage
- vi. Storm water pollution prevention plan (SWPPP) – portions of the plan shall outline the responsibilities of contractor including interior drains and sand oil separators, etc. Spill reporting and cleanup/remediation.
- vii. Sand oil separators, underground and/or above ground vaults, hoses and water/air/fluid/fuel/gas/utility lines shall be properly marked and maintained and repaired.
- viii. Water intrusion of vaults shall be pumped out immediately after any rain or snowfall and not allowed to accumulate.
- ix. Oil/fluid/fuels spills and stains shall be cleaned up immediately. All oil stains shall be pressure washed within 24 hours.
- x. Pest control (spider mites, mice, pigeons, etc.)
- xi. A traffic control plan for perimeter landscaping activities shall be created and approved by RTC and/or NDOT.
- xii. Flags shall be maintained and displayed in accordance with federal, state and local requirements and shall be replaced every 6 months and properly disposed of.
- xiii. Concrete floors and drive areas shall be cleaned and maintained and shall include parking lot cleaning.
- xiv. Contractor shall be responsible for all generator maintenance, fueling, and testing.
- xv. Bus barn gates and doors shall be kept closed except when in immediate use to prevent birds from gathering and nesting. Bird dropping shall be cleaned immediately and not allowed to accumulate.

e. Sixth Street Storage Area

- i. Vehicle or equipment related Oil/fluid/fuels spills and stains shall be cleaned up immediately. All oil stains shall be pressure washed within 24 hours.
- ii. Warehouse shall be maintained in good order with no hazardous stacking or placement of materials. Aisle ways shall be maintained for adequate passage of materials and inspection access by RTC FM maintenance staff.

- iii. Report any maintenance issues in Contractor occupied/utilized areas to RTC FM staff immediately.
- iv. Waste materials and/or garbage shall be cleaned out frequently and Contractor may utilize dumpster at the adjacent 600 Sutro facility with express permission from the RTC.

f. Transit Centers

- i. Contractor shall be responsible for vehicle related Oil/fluid/fuels spills and stains shall be cleaned up immediately.
- ii. Janitorial staff may be available to assist with cleaning of biohazards and spills on buses. Cleaning of the transit center shall have priority over bus cleaning and may not always be available immediately.
- iii. Report any maintenance issues in Contractor occupied/utilized areas to RTC FM staff.

g. Electric Bus Chargers and Equipment:

- i. Preventative maintenance of electric bus chargers, dispensers, and related equipment shall be the Contractor's responsibility. Damage to chargers, cords and related equipment caused by the Contractors negligence (accidents, driving over, misuse, etc.) shall be the responsibility of the Contractor, and not repaired within thirty (30) days may be repaired by RTC and deducted from Contractor's invoice.
- ii. Contractor shall assist RTC in the collection of data including logging/tracking of energy used, time of charging, state of charge and other related data as requested by the RTC.
- iii. Contractor shall be required to manage energy usage according to RTC requirements including time of day when vehicles are charged, rate of charge, collection of data, and driver performance.

h. Surplus Equipment:

- i. RTC provided equipment that becomes surplus equipment will be turned over to RTC and transported by the Contractor to the shared storage at 6th Street or other suitable location, as directed by the RTC.

Contractor is responsible for incidental damage caused to property or equipment. Regular PMs need to be completed by the Contractor.

B. Contractor Status and Obligations.

(1) Contractor as Licensee. The Contractor shall be deemed to have a revocable license to use the RTC Facilities for the Contract Term. This right shall not be construed as creating a lease (express or implied) or as giving rise to any of the legal rights or interests associated with a leasehold interest in property. The Contractor shall use the Facilities solely for purposes of carrying out its obligations under this Contract, and its right to use the facilities may not be transferred or assigned. The Contractor shall not use the Facilities, including the offices and any

Equipment in the Facilities, for any of its corporate or regional personnel, or for any personnel engaged in providing services or support under a contract with another public agency or private entity, without prior approval of the RTC.

(2) No Unauthorized Use. No Contractor personnel shall take or make unauthorized use of any of the RTC Facilities, properties, buildings, Equipment or material. Personal use is prohibited. The removal of any property of the RTC or unauthorized use of the RTC properties, buildings, Equipment or material shall be considered as theft by the RTC and the RTC shall have the right, without prior written notice to Contractor, to pursue any remedies at law or in equity, and to report such theft to law enforcement authorities. The RTC shall retain the right to withhold from payment any expenses incurred as a result of the Contractor's removal of any of the RTC's property that is considered theft by the RTC.

(3) Obligations Upon Return. The Contractor shall return the use of the Facilities to the RTC (including the Equipment, materials and systems therein), upon the expiration of the Contract term, or on an earlier termination date, if applicable, in the same condition as when they were first occupied by the Contractor, except for normal or ordinary wear and tear.

C. RTC Provided Facilities. The RTC shall ensure the Facilities are in a condition that complies, at the time the Contractor assumes occupancy, with all Federal, State and local environmental laws and regulations. The Contractor shall return the Facilities to the RTC at the conclusion of this Contract in a condition that complies with all Federal, State and local laws and regulations, and shall have financial responsibility for and shall take all remedial actions necessary to remove any hazardous materials from the Facilities, including any actions identified in the audit conducted under paragraph (9) below.

(1) General Requirements. The Contractor shall maintain the Facilities in a clean and orderly condition, in accordance with the Contractor's approved Facility Maintenance Plan (FMP) in Attachment K. All maintenance shall be conducted in accordance with the FMP as well as industry standards and with applicable manufacturers' manuals, standards, specifications and instructions for proper maintenance, repair, cleaning and operation. The Contractor shall operate the Facilities in a safe and efficient manner and shall be responsible for preventive and routine maintenance and repair of the Facilities and associated equipment, materials, fuel maintenance system, and systems. The FMP shall include the proposed reporting forms, schedules, staffing, and procedures for all facility maintenance activities, including janitorial responsibilities. The Contractor shall not store any materials or equipment past its service life at the Facilities. The FMP shall include the proposed reporting forms, schedules, staffing, checklists and procedures for all facility maintenance activities, including janitorial and landscaping responsibilities. The Contractor shall complete all reporting forms, schedules and procedures for all maintenance activities specified in the FMP.

(2) PM Program. The FMP shall also include a Preventive Maintenance Program which shall clearly identify the daily, weekly, monthly and yearly preventive maintenance tasks, inspections, checklists and schedules. The Contractor's Preventive Maintenance Program shall include a notification process to notify the RTC of any deficiencies in the Facilities or any elements of the Preventive Maintenance Program that are not being accomplished in the time

scheduled and the reason why the Program's timeframe is not being met. If there is a delay to any scheduled preventive maintenance task, a written and verbal (e-mail and phone) notification shall be made to the RTC within a maximum of seventy-two (72) hours of any scheduled preventive maintenance. In case of an emergency, immediate notification to the RTC Project Manager or designee is required. In all cases, the Contractor will ensure that contact is made with the appropriate RTC representative. Inspections and compliance work for fire alarm suppression systems shall be the responsibility of the RTC, provided that the Contractor shall be responsible for alarm panels and associated detectors, strobes, pull stations, portable extinguishers, backflow preventors, and monitoring. The Contractor shall promptly report any deficiencies or problems observed with fire and safety related equipment to the RTC.

(3) Manuals and Warranties. The RTC shall provide the Contractor with all available written manuals and instruction in the proper use, operation, care, and maintenance of the Systems and Equipment at the Facilities. The Contractor shall comply with such manuals and instruction and shall properly use, operate, and maintain the Systems and Equipment. The RTC shall provide the Contractor with information regarding any applicable warranties for such Systems and Equipment. The Contractor shall notify the RTC of any necessary repairs, failures or problems with Systems or Equipment covered by applicable warranties, and shall take all necessary and appropriate actions to invoke and enforce all applicable warranties. The RTC shall be responsible for all direct dealings with manufacturers and other entities concerning any necessary repairs or replacement of Equipment and Systems during the period that such Systems and Equipment are covered by applicable warranties. The RTC shall provide the Contractor with access to all warranty and instruction manuals. At the termination of the contract, the Contractor is responsible for returning to the RTC all provided warranty and instruction manuals.

(4) Responsibility for Costs. The Contractor shall be responsible for the maintenance and repair of the Facilities and for the maintenance, repair, and replacement of associated Equipment and systems, all at its sole expense; provided, however, that major structural modifications or major repairs to the Facilities, and major repairs or replacement of Equipment or systems shall be the responsibility of the RTC, unless the need for such modification, repair, or replacement was due to the negligent act or omission of the Contractor or the failure of the Contractor to maintain the Equipment and systems involved in accordance with applicable maintenance standards. For purposes of this paragraph, a modification, repair, or replacement costing in excess of twenty-five hundred dollars (\$2,500) shall be considered to be "major". In determining whether a modification, repair or replacement is major, the Contractor shall not defer maintenance, repairs or replacements in order to aggregate the costs. The Contractor is responsible for all miscellaneous Facilities expenses (including fire and safety equipment, floor mats, drains, first aid supplies and other materials).

(5) Utility Costs. The Contractor shall be responsible for one hundred percent (100%) of the gas, sewer, water, and other utility costs and ninety-five percent (95%) of the gas and electric utility costs associated with the Facilities, and shall be responsible for its pro-rata share of the telephone costs. The RTC will be responsible for five percent (5%) of the electricity costs associated with the Server Room located in the Jerry L. Hall Operations and Maintenance Facility that RTC occupies. The RTC will establish the monthly utility costs at the Facilities, based on historical records, and the amount deducted from Contractor's monthly compensation under

Section 401 will be based on that cost, and will be reconciled annually in accordance with subsection B(4) of that Section.

The following is an allocation of various utility costs:

- One electric meter at the Jerry L. Hall Operations and Maintenance Facility
 - Contractor will be responsible for 95%
 - RTC will be responsible for 5%
- Two (2) gas meters – Contractor is responsible for 100%
- 4 water meters – Contractor is responsible for 100%
- Sewer – Contractor is responsible for 100%
- Recycling – Contractor is responsible for 100%
- Biohazard invoice – Contractor is responsible for 100%

(6) Consent Required. The Contractor shall not make any structural modifications to the Facilities without obtaining the RTC's prior written consent.

(7) RTC Right to Repair. If the RTC determines that the Contractor has not properly performed routine facility maintenance or repairs in compliance with this Contract, the RTC may provide notice to the Contractor identifying the deficiencies and directing the Contractor to undertake such needed work to correct the deficiencies within thirty (30) calendar days. In the event that the deficiencies identified in the RTC's judgment present safety issues, the Contractor shall correct the deficiencies within twenty-four (24) hours. If the Contractor fails to fully and properly correct such identified deficiencies within the applicable period, the RTC shall have the right to make repairs or perform maintenance to correct the deficiencies itself or have the corrective work performed by another contractor, and in either event shall deduct the cost of such corrective work, plus a five percent (5%) fee, from amounts otherwise due to the Contractor.

(8) Environmental Requirements.

- (a) During the term of this Contract, the Contractor will be responsible for the proper handling, use storage, and disposal of all waste oil and hazardous materials produced at the Jerry L. Hall Operations and Maintenance Facility and/or other Facilities for the containment and clean-up of spilled fuel, oil, and hazardous materials, and for all other environmental requirements in applicable Federal, State, and local laws and regulations. The Contractor shall develop an Environmental Management Procedures Plan to properly manage the Jerry L. Hall Operations and Maintenance Facility, and the other Facilities. At a minimum, the Plan shall include a process for the containment and cleanup of spilled fuel, oil, and any hazardous materials. The Environmental Management Procedures Plan shall also incorporate the Storm Water Pollution Prevention Program (SWPPP) currently in place and required by the State of Nevada Environmental Protection Agency and the City of Reno. Such Plan will be submitted to the RTC for review and approval within forty-five (45) calendar days after receipt of the NTP.

- (b) Pre-existing Conditions. The Contractor shall not be responsible for any damages, claims, or losses arising solely out of the presence or release of pre-existing hazardous materials (as that term is defined in Federal and State law) on or from the Facilities; provided that the Contractor shall be responsible for any negligent handling of any such hazardous materials during the Contract term.
- (c) "Green" Initiatives. The Contractor shall implement and conduct any "Green" initiatives required by the RTC, such as recycling and waste reduction programs, procurement practices and energy conservation programs. The Contractor will be responsible for the storage and transport of any recyclables.

(9) Environmental Audit. An environmental audit will be conducted at the beginning and at the conclusion of this Contract by the RTC (or a consultant of the RTC) to assess the environmental condition of the Facilities, and to assist in determining the Contractor's compliance with the requirements of this Section. The RTC may also, in its discretion, periodically conduct environmental audits during the term of this Contract. If the Contractor elects to conduct its own environmental audit, it shall do so at its expense and shall provide the results to the RTC.

(10) Emergencies. In the event any work that is the Contractor's responsibility results in an accident, safety hazard, or problem of an emergency nature, the Contractor shall notify the RTC Project Manager or designee by telephone within one (1) hour. It shall be Contractor's responsibility to initiate immediate corrective action and inform the RTC Project Manager of the final disposition of the particular problem.

(11) Records. The Contractor shall maintain a written record of all maintenance of and all repairs to Facilities and the equipment therein. The Contractor shall utilize, in submitting reports to the RTC, the Dude Solutions facilities maintenance software provided by the RTC or a comparable software program designated by the RTC. The Contractor may, at its own expense and with the written approval of the RTC, provide, use, and support its own software for purposes of Facility record-keeping and reports. The Contractor shall immediately notify the RTC in writing of any necessary major repairs or improvements to the Facility, or to associated equipment or systems, and of any potential environmental or structural concerns with the Facility or associated equipment or systems.

(12) PM Work Orders.

- (a) Monthly and other scheduled PM's shall be available in work order form in the Dude Solutions database.
- (b) Contractor shall be provided these reports by the 1st of each month.
- (c) All labor hours, parts and materials shall be tracked on the work orders.
- (d) All subcontractor invoice information shall also be included on work orders.
- (e) All work orders shall be completed and closed out within thirty (30) days.
- (f) In the event a work order cannot be completed within thirty (30) days the RTC may complete the work and deduct the expense from the

Contractor's invoice. If the work extends beyond thirty (30) days, the Contractor shall notify the RTC and request that the work order be kept open beyond thirty (30) days for such time as the RTC determines.

(13) Repair Standards. All maintenance and repair work to Facilities shall be performed by personnel of the Contractor (or any RTC-approved subcontractor) who have appropriate qualifications and certifications for each particular task, and demonstrated experience and documented training in the work to be done. Maintenance personnel shall have the necessary equipment and tools to perform any authorized work. The Contractor shall maintain the drainage systems at the Facility according to the FMP and the Environmental Management Procedures Plan.

(14) Training. The Contractor shall be responsible for technical training for Facility personnel (in addition to employee orientation). Such training should include appropriate certification training, vendor provided training, and maintenance safety training. The Contractor shall also provide training for Facility personnel for all new or replacement items over the course of the Contract.

(15) Smoking. Smoking by employees shall not be permitted within 25 feet of any vehicle, shelter, bus stop, or Facility utilized as part of this contract. Smoking is only permitted in designated areas.

(16) Parking. No Contractor employee vehicles shall be permitted to park at Fourth Street Station. Contractor employees are permitted to park in marked designated areas at all other facilities.

(17) Security. The Contractor shall be responsible for assisting the RTC in protecting the Facilities, including reporting unusual incidents, and cooperating fully with law enforcement and RTC safety and security staff. All Facility buildings are protected by electronic alarm systems. The RTC is charged a fee by local law enforcement for each false alarm and the cost for false alarm responses shall be the responsibility of the Contractor. False alarms due to system malfunctions or other circumstances beyond the Contractor's control shall not be charged to the Contractor.

(18) Cleaning. The Contractor is responsible for all cleaning functions at the Facilities, including windows, window coverings, floors, walls, drinking fountains, roofs, gutters, flags, paint, signage, sidewalks, fixtures, appliances, vents and HVAC systems.

D. Bus Stops and Stations.

- (1) RTC Responsibilities.
- a. Installation of new shelters, relocation of existing shelters, any and all concrete work;
 - b. Repairs to accidental or intentional damage (to glass etching, breaking/shooting out glass or metal panels, decals, signs and ads, wrap repair and maintenance.
 - c. Will coordinate necessary tree trimming (Contractor should report areas in need of trimming.)

(2) Contractor Responsibilities.

- a. Regular maintenance which shall include trash clean up and brush control in areas surrounding a bus stop or shelter including RTC RAPID Stations and the Meadowood Mall Transfer Station. Shelter and stop maintenance shall include cleaning all glass and metal surfaces, paint, and coatings.
- b. All repairs to bus stops due to accidental or intentional damage, vandalism including graffiti clean-up.
- c. All repairs to monitors at transit stations, bus stop electronic and other signage, or display panels.
- d. Installation of passenger amenities excluding shelters (i.e. trash cans, poles, signs, glass, benches, solar lighting, etc.)
- e. Installation and removal of existing passenger amenities.
- f. Cleaning Frequency. All routes shall be inspected for damage and litter picked up at least three (3) times per week on all routes except BRTs (Virginia and 4th Prater) which shall be picked up every day. Damage to stops shall be repaired within twenty-four (24) hours. Any damage that creates an unsafe condition must be responded to within four (4) hours.
- g. Maintain/clean-up area defined by right-of-way areas within five (5) feet of stops including weeding and litter removal around stops.
- h. Contractor must keep an ample inventory of bus stop amenities including but not limited to signs, poles, benches, maps, glass, etc.
- i. Contractor must provide RTC with a monthly inventory and maintenance report.
- j. The Contractor shall establish a schedule as outlined in the bus stop cleaning schedules (Attachment O).

E. Snow Removal. The Contractor shall be responsible for the removal of snow at the Jerry L. Hall Operations and Maintenance Facility, RTC RAPID (BRT) Stations, the Sutro Storage Facility, and the Meadowood Mall Transfer Facility. The use of any snow melt materials shall comply with Leadership in Energy and Environmental Design (LEED). The RTC is responsible for snow removal at all other RTC Facilities.

SEC. 308 EQUIPMENT

A. RTC Responsibility. The RTC shall provide the Contractor with the Equipment necessary to support the operation and maintenance of fixed route services under this Contract. The Equipment provided by the RTC is listed in Attachment L.

B. Contractor Responsibility. The Contractor shall be responsible for (1) the rental or purchase of any necessary additional Equipment (including tools) not provided by the RTC which the Contractor believes is necessary or appropriate to carry out its duties under this Contract; (2) the maintenance, at its sole expense, of all Equipment, tools, and other property (whether provided by the RTC or the Contractor) at all Facilities, including Facilities maintained by the RTC, (3) the provision of all office Equipment needed for operation of the RTC's fixed-

route services including, but not limited to, all cell phones, computers, including hardware, software, and peripherals, all furniture, and all copiers, except for Equipment provided by the RTC in the inventory under this Contract, and replace Equipment as necessary during the Contract Term, in accordance with the terms of the Contract, and (4) the operation of any office equipment provided by the RTC in a manner consistent with reasonable and customary office equipment usage. The Contractor shall not misuse any Equipment provided by the RTC.

C. Inspection of Equipment.

(1) Initial Inspection. Upon taking possession of Equipment furnished by the RTC at any time during the Contract Term following the commencement of Revenue Service, the Contractor shall inspect such Equipment and notify the RTC in writing, within seventy-two (72) hours, if any such Equipment has defects. If the Contractor subsequently discovers latent defects in any RTC provided Equipment which could not have been discovered by a reasonable inspection at the time of receipt, the Contractor shall notify the RTC in writing within seventy-two (72) hours after it determines that such latent defects exist. The RTC shall have the option to either repair or replace the defective RTC provided Equipment or to direct the Contractor to do so pursuant to this Contract, if timely notice has been given by the Contractor as required in this subsection.

(2) Monthly Inspections. The RTC shall conduct monthly inspections of the Contractor's Facility maintenance and repair records, and a report shall be submitted to the Contractor noting any deficiencies. The Contractor shall respond to all deficiencies noted by the RTC within fourteen (14) calendar days and shall provide and implement a written corrective plan of action for all such deficiencies.

D. Replacement of Equipment. Subject to the requirements of Section 307C(4), the Contractor shall be responsible, throughout the Contract Term, for replacing, at its sole expense, all Equipment, tools, or other property used in providing services under this Contract (including Equipment provided by the RTC). Following such replacement, the Contractor shall own all replacement Equipment, tools, and other property, provided that if such item was not fully depreciated at the time it was replaced and the replacement was due to the Contractor's negligent act or omission or the Contractor's failure to maintain the item in accordance with applicable maintenance standards, then the Contractor shall compensate the RTC for the residual, non-depreciated value of the item prior to replacement.

SEC. 309 EQUIPMENT INVENTORY

A. Initial Equipment Inventory. The RTC shall provide the Contractor with an initial inventory and list of all Equipment, tools, and other property to be provided. The existing Equipment, tools, and other property owned or leased by the RTC may be utilized only for the provision of fixed route services by the Contractor during the term of the Contract, without additional consideration to the RTC.

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B. Condition of Return and Required Documentation. The Contractor shall be responsible for returning to the RTC, at the termination of the Contract, Equipment, tools, and other property of equivalent type, value (as of the date acquired), and condition as that identified in the initial inventory, normal wear and tear excluded; provided that this requirement shall not apply to property that was acquired by the Contractor at its own expense and for which it was not reimbursed by the RTC. The Contractor shall fully document with invoices and receipts any claim that the Contractor acquired property that demonstrates the property was purchased by the Contractor at its own expense, and that the Contractor was not reimbursed by the RTC for any such expense.

C. Annual Equipment Inventory. The Contractor shall conduct an annual equipment inventory during the fourth quarter of each fiscal year, by actual visual inspection, and shall provide the RTC with the completed annual equipment inventory listings. The RTC will audit the annual inventory listing based on the list of all Equipment, tools, and other property provided during the Initial Equipment Inventory or based on the most recently completed annual equipment inventory conducted by the Contractor. If any Equipment, tools, or other property is determined, on the basis of a comparison to the initial inventory or based on the most recently completed annual equipment inventory, to be missing, damaged, otherwise unavailable for use, or in a condition that is in excess of ordinary wear and tear, the Contractor shall be responsible for either replacing such Equipment, tools, or other property, or compensating the RTC for its replacement value. The RTC may deduct any amounts due to the RTC for the replacement of Equipment, tools, or property from any monthly payment due to the Contractor.

D. Final Equipment Inventory. The RTC shall conduct a final inventory prior to the conclusion of the Contract Term. If any Equipment, tools, or other property is determined, on the basis of a comparison to the initial inventory, to be missing, damaged, otherwise unavailable for use, or in a condition that is in excess of ordinary wear and tear, the Contractor shall be responsible for either replacing such Equipment, tools, or other property, or compensating the RTC for its replacement value. The RTC may deduct any amounts due to the RTC for the replacement of Equipment, tools, or property from the final monthly payment due to the Contractor.

E. Sales of Surplus Property. The Contractor shall, in consultation with the RTC, identify any RTC Equipment, tools, or other property that it believes to be obsolete or no longer needed for fixed route operations. The RTC may sell or otherwise dispose of such property in accordance with State and Federal law. The proceeds of any such sale shall be the property of the RTC.

SEC. 310 FAREBOXES AND FAREBOX MAINTENANCE

A. RTC Obligations. The RTC shall provide fareboxes to the Contractor for each Revenue Vehicle operated in services that require the on-board collection of fares. The RTC shall also provide farebox keys to the Contractor so it can perform all farebox maintenance and on-road emergency services such as gaining access for clearing jammed fareboxes.

B. Contractor Obligations. The Contractor shall be responsible for farebox maintenance. Farebox maintenance shall include the initial setup and ongoing maintenance of the data

collection/reporting system and equipment. Such maintenance shall be performed in such a manner so as to cause minimal disruption in the Contractor's operations. The Contractor's vehicle operators shall record and maintain all data necessary for the satisfactory operation of the farebox and data reporting system. The Contractor shall provide on-road emergency services, such as clearing jammed fareboxes and switching out vehicles if the farebox is full. The Contractor shall also probe fareboxes, including pass validators, and vault cash boxes at the Jerry L. Hall Operations and Maintenance Facility during the time periods established by the RTC, which will not exceed twelve (12) hours per day.

C. Farebox Key Controls. The RTC shall issue the Contractor farebox keys to enable Contractor staff to access RTC fare boxes. The Contractor shall be responsible for adhering to the following procedures and requirements: (1) maintaining a written log of all personnel issued farebox keys, which shall be made available to RTC upon request; (2) implementing safeguards to inspect key inventory quarterly; (3) collecting keys from personnel who are no-longer employed by the Contractor; and (4) reporting in the log all keys acquired to replace lost, stolen, or otherwise unaccounted for keys. The Contractor shall be responsible for the cost of replacing any lost or stolen keys it is issued, and shall be responsible for the cost of re-keying all fare boxes in the event that any key has been lost, stolen, or otherwise cannot be accounted for. Should the Contractor desire to have the fareboxes rekeyed it shall be done at the Contractor's expense.

SEC. 311 TICKET VENDING MACHINES

A. RTC Obligations. The RTC shall provide Ticket Vending Machines (TVMs) at transit centers and along its Bus Rapid Transit routes to allow for customers to pre-pay in order to expedite the boarding process.

B. Contractor Obligations. The contractor shall be responsible for TVM maintenance, which will include the initial setup and on-going maintenance of the machines and their components to ensure they properly accept cash and credit card transactions and dispense transit passes, and the repair of any damage caused by vandalism. All such maintenance shall be performed in accordance with RTC internal control procedures and in such a manner so as to cause minimal disruption to transit operations.

SEC. 312 FARE STRUCTURE

A. In General. The RTC shall determine the fare rate and fare structure for the system. The RTC reserves the right, in its discretion, to implement any fare adjustments deemed appropriate, subject to any required public hearing process. The Contractor shall be responsible for implementing and complying with the RTC's fare policy and structure.

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SEC. 313 FARE COLLECTION

A. In General. The Contractor shall be responsible for ensuring that all passengers pay the required fare amount upon boarding a Revenue Vehicle. All fares collected are the property of the RTC. Fares are to be emptied from the farebox by contractor employees into the money room vault. The amount of the collected fares shall substantially correspond to the reported number of passenger trips recorded on the monthly report. Deposit slips must be delivered weekly to the appropriate RTC personnel.

B. Operator Login. Contractor's Vehicle Operators must properly log on to the Farebox System using a valid operator ID number to log on to the system.

C. Operator Procedures. A reasonable effort must be made by the Operators to collect a proper fare. A reasonable effort is considered to be a courteous, one time quotation of the fare or request for proper ID /reduced ID Card.

D. Fare Recording. The Contractor's vehicle operators shall record each boarding by type of fare, including recording of nonfare boarding on days designated by the RTC and on a temporary basis when there has been a mechanical failure of the farebox. The Contractor shall replace an in-service Revenue Vehicle with an inoperable farebox as timely as possible, but no later than thirty (30) minutes after notification of the problem. The Contractor shall maintain all data necessary for the operation of the farebox and data reporting system to the satisfaction of the RTC.

E. On-board Checks. The RTC shall periodically conduct on-board fare collection inspections. The Contractor shall cooperate with the RTC in any such on-board inspections.

F. Changes. The RTC may make changes to the fare collection and recording process. The Contractor shall cooperate in implementing any such changes and shall implement appropriate procedures consistent with all such changes.

SEC. 314 COMMUNICATIONS SYSTEM

A. General Requirements.

(1) Objectives of Communications System. The RTC shall provide the Contractor with the use of the Communications System (as described in Attachment M) which is designed to: improve system Communications; promote and enhance overall system quality and efficiency through tracking schedule adherence and route adherence; provide the technology and means for more accurate and reliable dispatching; validate Contractor billing; and provide more accurate and timely information and data on system and Contractor performance. The Communications System is described in more detail in Attachment M.

(2) Contractor Obligation to Utilize. The Contractor shall fully utilize the Communications System in order to achieve the objectives described in paragraph (1) and to maximize the benefits available to the fixed route system through the use of the Communications

System. All Vehicle operators shall log onto the Mobile Data Terminal (MDT) and NextBus at the start of the shift.

(3) Use for Invoicing. The Contractor shall utilize the Communications System and the information and data generated therefrom in the preparation of its monthly invoices and schedule adherence reports.

(4) Reporting of Malfunctions. In the event the Communications System malfunctions, the Contractor shall immediately fill out a work order form and transmit it to the appropriate RTC personnel.

(5) Contractor Supplied Systems. If the Contractor elects to provide any on-board communications equipment, such as Drive Cam, it will be solely responsible, at its own expense, for the installation, maintenance, and repair of such equipment.

B. Operator Use and Training.

(1) General Requirements. The Contractor shall administer a Communications System Operator Training Program. This Training Program shall include information on the purpose, objectives, capabilities, and key features of the Communications System; procedures for logging into the system at the start of operations and for logging off at specified times or events; procedures for using Communications System for communication with dispatchers; and actions or steps to be taken in the event of system problems or malfunctions.

(2) Training. The Contractor shall assure that all operators are fully trained in the use of the onboard Communications System equipment, in accordance with the Communications System Operator Training Program.

(3) Mandatory Use. The Contractor shall assure that each vehicle operator logs into the Communications System at the commencement of the operator's run or operation and uses the Communications System throughout his or her daily operation of a Revenue Vehicle. The Contractor shall consistently monitor these requirements and shall enforce and remedy any failure of an operator to comply.

(4) Basis for Dismissal of Employees. If an operator or employee of the Contractor in any way vandalizes, deliberately breaks or alters any component of the Communications System and/or unit, the Contractor shall immediately remove the individual from employment in the RTC's fixed route services. Actions that are a basis for dismissal under this paragraph include severing, cutting, piercing or otherwise breaking, disconnecting, or destroying a Communications System component and/or unit or associated cabling, wiring, or other components, or otherwise using the system for purposes other than those intended by the RTC.

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(5) Elements of Training. The Contractor shall assure that all Vehicle operators are specifically trained on the following tasks:

- (a) Logging onto the MDT;
- (b) Relief logins;
- (c) Reading the MDT display;
- (d) Using the Request To Talk (RTT) and Priority Request To Talk (PRTT) to initiate voice calls;
- (e) Using the voice radio system;
- (f) Using canned messages to communicate;
- (g) Acknowledging data messages from dispatch;
- (h) Initiating an emergency alarm;
- (i) MDT error messages; and
- (j) Logging out.

C. Dispatcher Use and Training.

(1) General Requirements. The Contractor shall administer a Communications System Dispatcher Training Program. This Training Program shall include information on the purpose, objectives, capabilities, and key features of the Communications System; methods and procedures for monitoring late Vehicle Trips, early departures, time point no-shows, late log-ins and early log-offs, and service accidents and incidents; procedures for logging in by the dispatcher in the event of operator failure; and requirements for maintaining dispatch logs and incident logs.

(2) Training. The Contractor shall assure that each individual involved in dispatching is fully trained in the use of the Communications System and equipment, in accordance with the Communications System Dispatcher Training Program.

(3) Mandatory Use. The Contractor shall require its dispatchers to log in or connect operators to the Communications System in the event an operator fails to take that action upon commencement of the operator's run or operations to the full capability of the Communications System, its equipment, materials and components.

(4) Elements of Training. The Contractor shall assure that all radio dispatchers are specifically trained on the following tasks:

- (a) Startup and shutdown of the Trapeze ITS TransitMaster application;
- (b) Login and logout procedures;
- (c) Picking up and dropping work assignments;
- (d) Monitoring and managing the performance queue;
- (e) Managing the incident queue;
- (f) Understanding and controlling the map display;
- (g) Voice call management;
- (h) Data message management;
- (i) Incident report management;
- (j) Handling emergency alarms; and
- (k) Reporting mechanical issues to maintenance and assisting operators with the assessment of problems to ensure their accurate description.

D. Maintenance.

(1) General Requirements. Except as provided in paragraph (2), the RTC will be responsible for the maintenance and repair of the fixed site equipment for the Communications System infrastructure, including dispatcher radio consoles, base stations, repeaters, servers, in accordance with industry standards and with the manufacturers' manuals, standards, specifications and instructions for proper maintenance and repair. The Contractor shall be responsible for the maintenance and repair of mobile radios, handheld radios, and onboard communication equipment. RTC will provide Contractor with approximately 130 handheld radios prior to Contract effective date. If Contractor requests additional handheld radios, Contractor is responsible for bearing the additional transmission cost. The RTC shall be responsible for all modifications, major repairs or replacement of Communications System infrastructure. Contractor shall make repairs or replacements of a Communications System unit that is caused by vandalism by an operator or any other Contractor personnel (as described in subsection B(4) of this Section) and the cost shall be deducted from the RTC's monthly payment to the Contractor.

(2) Reporting. The Contractor shall be responsible for promptly reporting all Communications System maintenance problems to the RTC. The RTC will make every effort to correct the maintenance problem as soon as feasible.

(3) User Logins. The Contractor shall provide a monthly updated list of all active users of the Communications System. The RTC will add new users and remove inactive user accounts as needed.

(4) Excusable Delays. The Contractor shall not be held accountable for route delays that are shown, to the satisfaction of the RTC, to be a result of catastrophic Communications System failure.

E. Data Collection. The Contractor shall be responsible for regularly collecting and reviewing all transaction logs, pull-out sheets, incident logs, and other information collected or reported on the Communications System, and for making all such information available to the RTC upon its request. The RTC shall provide the Contractor with reporting software to prepare these reports.

F. Digital Video Recording System. Buses operated by the Contractor are currently equipped with a stand-alone (i.e. MobileView) digital video recording system (DVR). The onboard mounted system consists of interior and/or exterior mounted and focused cameras used to help mitigate insurance claims for liability and personal injury, resolve customer service issues, address crime and security problems, mitigate graffiti, investigate auto/pedestrian related accidents and review operations. The DVRs are not specifically intended to monitor bus operator behavior.

(1) As custodian of the DVR system and the data images recorded, the Contractor shall fully respond to any requests for DVR footage from the RTC's Safety and Security Department, Public Transit and Operations Department or the Reno/Sparks Police Departments, or Washoe County Sheriff's Office.

(2) The Contractor shall maintain the digital video recording systems according to OEM specifications and operate the equipment according to RTC policies. No vehicle shall be put into revenue service without a properly functioning DVR system.

(3) During the term of the Contract, the Contractor may be provided with surveillance system software that will allow for the remote downloading of video. The RTC will supply the Contractor with all necessary in-vehicle surveillance system components.

(4) The Contractor shall be responsible for compiling and maintaining an up-to-date surveillance administration and maintenance guide for the system clearly establishing chain of custody and controls. The Contractor shall be responsible for maintaining, upgrading all system equipment including audio/video electronic storage systems, documentation and software in operational order for the term of the Contract.

SEC. 315 TRANSIT ASSET MANAGEMENT

A. Contractor Obligations. Contractor will comply with RTC's Transit Asset Management Plan, and shall develop and document its maintenance and asset management practices such that it:

- a) Will enable it to achieve the objectives set out in the plan;
- b) Will enable it to comply with the obligations set out in this Contract and the requirements of FTA's regulations at 49 CFR 625 and any subsequent revisions issued by FTA for the term of the Contract;
- c) Will enable it to demonstrate its asset management practices are and remain suitable and effective for delivering the performance, service and asset conditions set out in this Contract;
- d) Will enable it to demonstrate its asset management practices have been developed with consideration of good industry practice;
- e) Will enable it to demonstrate that its asset management practices are consistent with the International Standard for Asset Management - Management Systems - ISO-55001:2014;
- f) Will provide a maintenance approach that will ensure the asset will reach the end of its ULB in a SGR; and
- g) Will comply with RTC's Transit Asset Management Plan, which will contain the Vehicle Maintenance Plan and the Facilities and Equipment Maintenance Plan, as appendices.

(1) Contractor shall develop, document and keep current a description of the maintenance and asset management approaches for the asset and work plans necessary to implement these approaches for each asset under its stewardship, which shall comply with the RTC's Transit Asset Management Plan. This Plan shall include the Contractor's Preventative Maintenance Program, as an appendix.

(2) Contractor shall document its processes for assessing and reporting on risks associated with asset failure, likelihood of occurrence and magnitude of impact. Contractor shall develop, document and maintain a risk register. The risk register shall demonstrate a proactive

approach to reducing safety, service, operations, financial, weather and climate related and other risks associated with the operations and maintenance of the assets under its stewardship and care.

(3) Contractor shall capture its processes to recover asset condition to operational and performance requirements following an accident, fault or failure of the asset.

B. RTC Responsibility. RTC's Transit Asset Management Plan will be consistent with the requirements of 49 CFR 625. The first version of RTC's Transit Asset Management Plan shall be completed before the assets transition to operational use. The RTC Transit Asset Management Plan shall then be reviewed and updated annually, as necessary, throughout the term of the Contract.

- (1) The annual review and updates of RTC's Transit Asset Management Plan shall include:
- a) The inventory of assets, including description, location, cost, age and current condition;
 - b) Identification of those assets which are critical to meeting the performance criteria of this Contract;
 - c) Analysis of historic and current performance trends;
 - d) Estimated useful life and projected residual life by asset;
 - e) Performance/Service objectives required of the asset to meet the overall service objectives set out in this Contract;
 - f) Maintenance and asset management approaches that demonstrate an efficient and economic whole life cost approach to decisions regarding the balance between inspection, maintenance, rehabilitation, overhaul, replacement and enhancement of asset systems, sub-systems and components necessary to ensure the asset meets the operational, performance and life remaining requirements of the asset and regardless of when in the Contract term such decisions are to be made;
 - g) Policy for asset preservation including implementation of preventive maintenance regimes;
 - h) The planned preventive maintenance program to be performed on the asset through the period of stewardship - including both forecasts of work volumes derived from the maintenance and asset management approaches and costs for undertaking such work;
 - i) The planned renewal work, including refurbishment, major rehabilitation, overhaul or replacement of the assets through the period of stewardship- including both forecasts of work volumes derived from the maintenance and asset management approaches and costs for undertaking such work;
 - j) Specific details related to service interruptions necessary for performing planned maintenance, rehabilitation, overhaul or replacement;
 - k) Register of asset related risks - including risks associated with asset failure, likelihood of occurrence and magnitude of impact - along with mitigation/treatment strategies; and
 - l) Estimated costs in Fiscal Year costs of all maintenance, rehabilitation, overhaul and replacement work plans for each year through the period of stewardship.

(2) An asset's lifecycle events will be determined by RTC, and Contractor shall comply with the operations and maintenance requirements per life stage, as defined in RTC's Transit Asset Management Plan and its attachments. In particular, these lifecycle events include:

- a) Rehabilitation/Overhaul after the asset has met its ULB; and
- b) A mid-life service Replacement.

SEC. 316 FUEL MANAGEMENT SYSTEM

The RTC will provide the Contractor with the use of a fuel management system which will monitor the amount of fuel and oil used in the operation of the Revenue Vehicles. The Contractor shall fully utilize the Fuel Management System in order to accurately and effectively monitor the consumption of fuel, oil and other fluids in fixed route services, and shall properly maintain and repair such system, as necessary, to assure that it is in proper working condition at all times during the Contract term. Fuel tanks shall be monitored electronically by the Contractor through the Franklin Fueling System program which shall be maintained by the Contractor to assure that it is properly working at all times. All delivery receipts shall be forwarded to the RTC as received. A report will be prepared by the Contractor on a monthly basis to document all the fluids consumed for the month and forwarded to the RTC.

SEC. 317 SYSTEM SECURITY AND EMERGENCY PREPAREDNESS

A. In General. The RTC is responsible for providing security on a 24-hour basis at Centennial Plaza and 4th Street Station, and for providing security control systems at all RTC Facilities. The security contract is currently in place covering the two transit centers. The Contractor shall be responsible for the safety and security of the passengers and the Facilities, Systems, and Equipment provided by the RTC for the Contractor's use. The Contractor shall work cooperatively with RTC staff, other contractors, and local, State and Federal representatives in developing, implementing and security procedures described in this Section. The Contractor shall comply with its approved Safety, Security, and Emergency Management Program in Attachment N, and shall adhere to all local, State and Federal requirements for transit system safety, security, and emergency preparedness. The Contractor's Safety, Security, and Emergency Management Program will be complementary to the RTC's System Safety, Security and Emergency Preparedness Plans. Adherence to all safety and security requirements is a matter of utmost importance to the RTC. The RTC will direct and control facility access control systems to include electronic access control, intrusion detection system, and facility key structure and system. The Contractor will comply with RTC direction, assignment and use of access control systems.

B. Personnel.

(1) **Dedicated Staff.** The Contractor, as part of its Staffing and Personnel Plan, shall provide a staff person dedicated to safety, system security and emergency preparedness. This staff person shall have sufficient training and experience to assist the RTC in the coordination of emergency preparedness activities, write and amend the Contractor's supplement to the RTC's

System Security and Emergency Preparedness plan, and generate required reports. The staff person shall have (a) successfully qualified as a Certified Safety Specialist (CSS) based on the U.S. Department of Transportation (US DOT) Transportation Safety Institute (TSI) program; (b) certificates from TSI and Department of Homeland Security (DHS) for no less than three (3) transit related courses; (c) completed Incident Command System (ICS) training courses ICS-100, ICS-200, ICS-300 and ICS-400 at the minimum, and OSHA training; and (d) no less than four (4) years of transit related experience. While the RTC would prefer to have an individual who is either in the process or has completed certification, the Contractor may hire an employee who has not yet begun the certification process, but the individual must complete the certification process within twelve (12) months from the date of execution of this Contract.

(2) Attendance at Meetings. The Contractor's Safety & Training Manager dedicated to system security and emergency preparedness shall attend, on behalf of the Contractor, monthly security group meetings and special meetings with the RTC.

(3) Activities. The Contractor shall be required to participate in activities and exercises in support of the RTC's efforts to meet and prepare for Federal, State, or local emergencies. The Contractor's Safety & Training Manager shall coordinate these events with the designated RTC staff and additional Contractor staff, and shall arrange for the use of appropriate RTC assets if needed.

(4) Training. Training of all Managers, Supervisors and Front Line employees shall follow Federal, local, state recommendations, and shall include:

(a) Emergency management, incident response, counter-terrorism, Improvised Explosive Devices (IEDs) and Weapons of Mass Destruction (WMD);

(b) Personal security training (e.g., Drug Free Work Place Initiatives, Amber Alert and Community Safe House Programs, Employee Assistance Programs, and Workplace Violence Prevention and Awareness Programs), transit system security; and

(c) Safety/OSHA related training (e.g., first aid, personal protective equipment, etc.).

The Contractor shall conduct refresher and/or re-training on an annual basis. The Contractor shall maintain documentation of training (e.g. sign in sheets, certificates, signed acknowledgements of training), and shall maintain such documentation in a separate training file and provide it to the RTC upon request.

C. Sensitive Security Information. The Contractor shall ensure that all its employees who, by job description and function, come into contact with information that is deemed Sensitive Security Information (SSI) as defined in 49 CFR Part 1520, have the appropriate training to identify SSI information and the appropriate method(s) to ensure that SSI information is protected, handled, shared, stored, transmitted, and disposed of in accordance with 49 CFR Part 1520.

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D. Contractor-to-Contractor Interaction. The Contractor shall have, on a daily basis, interactions with the RTC's Security Contractor, as well as other contracted employees. It is the responsibility of the RTC to ensure that a consistent message regarding contractor inter-communications, acceptable customer service and a level of professional mutual respect is maintained. The Contractor shall be responsible for communicating and delivering this information to its employees, subcontractors, vendors, and visitors in a consistent manner at all times.

E. Emergencies.

(1) Response by Contractor. Upon verbal or written authorization from the RTC Project Manager, the Contractor shall respond to emergency situations within Washoe County with Contractor personnel and RTC-owned vehicles. In the event of a major emergency or natural disaster, such as a fire, flood, or man-made catastrophe, the Contractor shall make labor, management, transportation, and communications resources available to the extent feasible for emergency assistance. The Contractor shall be compensated for emergency services on the basis of the then applicable Service Hour Rate, unless the parties agree that a different rate or amount is appropriate because of the type or extent of services provided.

(2) Safety. The Contractor shall be responsible for the safety of its personnel and for any worker's compensation claims that might result from performance of emergency service.

(3) Excusable Damage. The Contractor shall not be responsible for damage to RTC-owned vehicles that results directly from any incident outside of the control of the Contractor while it is performing emergency service as authorized or directed by the RTC.

F. Facility Access.

(1) RTC Responsibilities. The RTC shall provide Facility keys to the Contractor, and may also provide security access control badge making equipment to the Contractor. The RTC shall determine the appropriate access control system for each of its Facilities.

(2) Contractor Obligations. The Contractor shall be responsible for the secure distribution and tracking of Facility keys and for issuing badges to Contractor employees, subcontractors, and vendors. The Contractor shall be responsible for key and badge control, and shall maintain a key issuance log and badge issuance log and any associated documentation, which shall be provided to the RTC upon request. The Contractor shall be responsible for providing written notice to its employees, contractors, visitors, and vendors regarding the policies, procedures, and responsibilities associated with being issued an RTC key and/or RTC badge. The Contractor shall maintain this information with the key and badge log and shall make such information available to the RTC upon request.

(3) Losses and Damages. The Contractor shall be solely liable and responsible for any expenses in the RTC's judgment resulting from inadequate key or badge control that requires the RTC to re-key or replace access control items. The Contractor shall also be responsible for

replacing any damaged equipment, and for notifying the RTC immediately to report damaged equipment.

G. Audits. The Contractor shall conduct a self-audit on safety, security, and emergency preparedness on an annual basis. The Contractor shall also participate in periodic RTC audits and monitoring. These audits/monitoring will be based upon Federal; State, and local programs and guidelines, audit results, and the APTA Bus Safety Management Program checklists. The RTC may conduct site visits of the Facilities at any time during the Contract Term for purposes of audits and monitoring. The Contractor shall make available any and all records, files, logs and associated documentation to the RTC's designated representatives as requested. The Contractor shall also assist the RTC during any local, State, or Federal safety or security audits.

H. Reporting. The Contractor shall be responsible for regular reporting of information to the RTC relating to system safety and security. The following is a reference list of required reports and the timing of the report.

- (1) Monthly
 - (a) Security and Emergency Incident Report.
 - (b) NTD Safety and Security Report.
 - (c) Safety meeting agenda and minutes, including corrective actions taken as a result of items identified through the safety committee.
 - (d) Vandalism/Incident Tracking Report.
 - (e) Drug and Alcohol Program monthly reporting.
 - (f) Training sessions completed related to transit security. (Training should be classified as either Contractor required or a Federal or State requirement.)
- (2) Quarterly. Safety meeting agenda and minutes, including corrective actions taken as a result of items identified through the safety committee.
- (3) Semi-Annually.
 - (a) Results of annual self-audit.
 - (b) OSHA Hazard Analysis.
- (4) Annually. Year End Trend Analysis, to be included in Monthly Safety/Security incident Trend Analysis; assistance with and the completion of various forms of the annual NTD report.
- (5) Other Reports. As other reports are required by local, State or Federal agencies, the Contractor will be notified of its responsibility to provide those reports and information.

I. Correction of Deficient Work. If the RTC determines that the Contractor has not properly performed the security obligations of this Contract, the RTC may provide notice to the Contractor of the deficiencies identified and require the Contractor to correct the deficiencies within thirty (30) calendar days. In the event that the deficiencies identified in the RTC's judgment present safety issues, the Contractor shall correct the deficiencies in twenty-four (24) hours. If the

Contractor fails to fully and properly correct such identified deficiencies within the applicable period, the RTC may perform the corrective work itself, or have such corrective work performed by another contractor, and in either such event shall deduct the cost of such corrective work, plus a five percent (5%) fee, from amounts otherwise due to the Contractor.

SEC. 318 ADVERTISING

A. RTC Rights and Responsibilities. The RTC shall be responsible for marketing, public relations, and advertising services, and its decisions on all such matters shall be final. The RTC shall establish the terms and conditions of any interior or exterior advertising, including the selection of advertising contractors. Proceeds of any advertisement shall be the sole property of the RTC.

B. Obligations of Contractor.

(1) Cooperation. The Contractor shall cooperate with the RTC's advertising contractor in the implementation of the RTC's marketing and advertising activities.

(2) Rider Alerts. The Contractor shall be responsible for the printing of Rider Alerts and shall utilize the RTC provided PDF files and printing instructions. The Contractor shall also be responsible for installing, distributing and removing all Rider Alerts, Transit Guides, and other RTC approved publications or announcements. The Contractor shall designate a staff person to be assigned the responsibility for the management of publications and such staff person shall serve as a liaison with the RTC on such matters. The Contractor shall supply the RTC with a monthly report of what rider alerts have been posted, the date they were installed, their tear down date, what vehicles they are on (bus number), and the routes the vehicle was on during that time period. In addition, the Contractor shall ensure that all marketing and advertising inventory issued by the RTC for distribution such as Transit Guides and Pocket Guides be kept in an indoor area that is secured and climate controlled.

(3) Facilitation. The Contractor shall make requested vehicles available at the assigned maintenance facilities for installation, repair and maintenance of advertising, upon a minimum of twenty-four (24) hour notice, unless it notifies the RTC in advance that it cannot comply due to operational requirements. The Contractor shall permit access to any vehicles available in the yard for advertising activities so long as it does not impact service requirements.

(4) Monitoring. The Contractor shall monitor bus wrap installations and shall report to the RTC on a timely basis but not less than monthly regarding any quality concerns, including the lifting of wraps, paint damage, or safety violations that occur. This report should include, to the extent possible, the estimated cost of any necessary repairs. The Contractor will be reimbursed for additional maintenance cost (exclusive of overhead and profit) incurred for shop and labor expenses during installation and removal of advertising, vehicle preparation work for installation, wrap repair (cosmetic work), and logistical work. Such additional work must be authorized in writing, in advance by the RTC. Installation and removals of advertising for RTC agency promotion and/or agency programs or community co-sponsored advertisements will not be

charged any shop and/or labor expenses. RTC will notify contractor directly when this type of installation or removal is being requested.

(5) Damage Notification. Contractor shall notify RTC within 24 hours of an accident that causes damage to any advertising, and must submit a photo of the damage (for replacement purposes) with the notification.

(6) Responsibility for Damages. The Contractor shall be responsible for any damage to RTC equipment, vehicles, or advertising wraps to the extent that such damage results from actions or omissions taken by the Contractor or any of its employees, agents, or subcontractors, but shall not be responsible for any such damage to the extent caused by the action or omission of the RTC's advertising contractor. Contractor is responsible for the replacement of damaged ad panels and/or vinyls when damaged as a result of a vehicular accident.

ARTICLE 4—COMMERCIAL TERMS

SEC. 401 INVOICES AND PAYMENT

A. In General. During the term of the Contract, the Contractor shall submit bi-monthly invoices, on the 15th day and 1st day of each month, to the RTC's Accounts Payable office, in the format prescribed by the RTC. Each invoice shall include all documentation and supporting information needed to calculate the payment due, as described in subsection B.

B. Invoice Contents and Calculations.

(1) First Invoice. The Contractor shall submit its first invoice on the 15th day of each month. The amount payable under such invoice will be equal to: the sum of (a) fifty percent (50%) of the applicable Fixed Monthly Payment, plus (b) the number of Revenue Service Hours actually operated from the 1st day through the 14th day of the month, times the applicable Service Hour rate, and (c) the number of Special Services Hours operated from the 1st day through the 14th day of the month, times the applicable Special Services Hour rate.

(2) Second Invoice. The Contractor shall submit its second invoice on the 1st day of the following month. The amount payable under such invoice will be equal to the following:

(a) the sum of (i) fifty percent (50%) of the applicable Fixed Monthly Payment, plus (ii) the number of Revenue Service Hours actually operated from the 15th day through the end of the prior month, times the applicable Service Hour rate; and (iii) the number of Special Services Hours operated from the 15th through the end of the prior month, times the applicable Special Services Hour rate, less

(b) a credit equal to one-twelfth (1/12) of the historical annual utility cost at the Jerry L. Hall Operations and Maintenance Facility for the then current Contract Year; less

(c) any amounts deducted by the RTC pursuant to paragraph (3) hereof.

(3) Deductions from Second Invoice. In addition to the utility credit described in paragraph (2)(b), the following will be deducted or added by the RTC from the second invoice: (a) any incentives and liquidated damages assessed by the RTC for that invoice period under Section 302 hereof; (b) any incentives and liquidated damages assessed and unpaid for prior months; (c) any costs and fees incurred by the RTC under Sections 307C(7), 316I or 403M; and (d) the cost of RTC biodiesel fuel used by the Contractor during that invoice period for Support Vehicles.

(4) Annual Utility Reconciliation. The RTC shall, at the end of each Contract Year and in cooperation with the Contractor, conduct a utility cost reconciliation to calculate the difference (if any) between (a) the actual amount paid by the RTC for utility costs at the Jerry L. Hall Operations and Maintenance Facility for that Contract Year; and (b) the historical average annual cost of utilities at the Jerry L. Hall Operations and Maintenance Facility (adjusted annually in accordance with the Contractor's price proposal in response to the RFP). If the actual amount exceeds the historical amount, the parties shall each be responsible for fifty percent (50%) of such overage, and the Contractor's share shall be deducted from its next second monthly invoice. If the actual amount is less than the historical amount, the parties shall each be entitled to fifty percent (50%) of the savings, and the Contractor's share shall be added to its next second monthly invoice.

(5) Payment. Subject to subsection C hereof, the RTC shall make payment within thirty (30) calendar days after the invoice is received and approved. Payment shall be made by wire or electronic transfer.

(6) Reservation of Rights. The RTC reserves the right to obtain from the Contractor any information needed to support any charges included in an invoice.

C. RTC Review. If the RTC determines, based on its review of an invoice, that payment has been requested for services that were not provided in accordance with this Contract or that failed to meet service specifications, or if the RTC otherwise questions or objects to the contents of an invoice, RTC shall so notify the Contractor and give the Contractor the opportunity to correct the invoice or provide further necessary documentation within ten (10) calendar days. If such correction or documentation is not provided to the satisfaction of the RTC within the identified time, the RTC will withhold payment of the disputed amount and make payment of any undisputed amount due.

D. Audits.

(1) Annual Audit. The Contractor shall have prepared, within thirty (30) calendar days after each anniversary date of this Contract, an annual financial audit of its revenues and expenses for services provided under this Contract. The audit shall be conducted by a certified accounting firm selected by the RTC, and copies of the complete audit shall be provided to the RTC. The cost of this annual audit will be shared equally between the RTC and the Contractor.

(2) Discretionary Audits. In addition to the annual audits performed under paragraph (1), the RTC reserves the right to conduct, at any time, an audit of any records of the Contractor that are related directly or indirectly to the services provided under this Contract. The cost of any discretionary audit will be paid by the RTC.

(3) **Adjustments.** Any overpayment or underpayment uncovered in any audit under paragraph (1) or (2) may be charged or credited (as the case may be) against future amounts otherwise due to the Contractor. Appropriate financial adjustments to future payments shall be made by the RTC based upon any inconsistency, irregularity, discrepancy, underbilling, or unsubstantiated billing revealed as a result of any audit.

(4) **Notice to Contractor.** Prior to withholding payment or deducting amounts from future invoices, the RTC will give notice to the Contractor and provide the Contractor with an opportunity to state its position on the issue presented. Any dispute that cannot be resolved by the Contractor and the RTC is subject to resolution under Section 509.

E. **Final Audit.** The RTC shall conduct an audit of the Contractor's records directly or indirectly related to the services provided under this Contract three (3) months prior to the conclusion of the term of this Contract. Such final audit shall be conducted consistent with the process specified in subsection D.

F. **Address for Invoices.** Invoices for payment shall be so marked, include a reference to this Contract number and the purchase order number assigned to this Contract, and shall be consecutively numbered and forwarded to:

Accounts Payable
Regional Transportation Commission of Washoe County
1105 Terminal Way
Reno, NV 89502

Alternatively, invoices may be submitted electronically to accountspayable@rtcwashoe.com. Invoices shall be accompanied by any reports required by Section 501 of this Contract.

G. **Prompt Payment of Subcontractors.** The Contractor shall pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than thirty (30) calendar days from receipt of payment made by the RTC to the Contractor. The Contractor is prohibited from holding retainage from its subcontractors.

SEC. 402 RISK OF LOSS OR DAMAGE

The Contractor shall be responsible for the Vehicles, Equipment, tires, supplies, and Facilities, whether owned by Contractor or the RTC, used in the performance of the services under the Contract, and shall also be responsible for all losses or damages (whether or not the fault of the Contractor) with respect to any such Vehicles, Equipment, tires, supplies or Facilities, subject to ordinary wear and tear, provided that the RTC has certain obligations for the Facilities as specified in this Contract (subject to the limitations specified in Chapter 41 of the Nevada Revised Statutes).

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SEC. 403 INSURANCE

A. Required Insurance. The Contractor shall carry and pay premiums for insurance of the types and with the limits of liability set forth in this subsection. Such insurance shall be maintained in effect at all times during the term of the Contract and shall cover all events occurring or arising during the term of the Contract. General Liability and Auto Liability coverage must be written on an "Occurrence Basis"; a "Claims Made" policy is not acceptable.

The insurance required is as follows:

(1) Workers' Compensation Insurance and Employer's Liability Insurance shall cover all of Contractor's employees engaged in work under the Contract as required under the Workers' Compensation Act of the State of Nevada. Coverage shall be written for "Statutory Limits" for the State of Nevada with a minimum limit of \$1,000,000 for Employer's Liability; or the limit of liability that is customarily carried by the Contractor, whichever limit is greater. The commercial umbrella and/or employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. Contractor 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 workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract, Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

(2) General Liability Insurance shall cover the RTC's Facilities, other premises used for storage and maintenance of vehicles used in performance of the Contract, and bus stops, with limits of liability of not less than \$20,000,000 each occurrence; or the limit of liability that is customarily carried by the Contractor, whichever limit is greater. Coverage shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and coverage shall include (but not be limited to), Liability for Premises, Operations, Independent Contractors, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability; and Garage Liability if applicable. There shall be no endorsement or modification of the General Liability insurance to make it excess over other available insurance; alternatively, if the General Liability insurance states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

(3) Automobile Liability Insurance shall cover all Revenue Vehicles and Support Vehicles used in connection with the work performed under the Contract. Coverage will not be less than \$20,000,000 per occurrence combined single limit for bodily injury and property damage; or the limit of liability that is customarily carried by the Contractor, whichever limit is greater. This coverage shall include Owned, Non Owned and Hired Auto Liability. Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage. Pollution liability coverage at least as broad as that provided under the ISO pollution liability-broadened coverage for covered vehicles endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.

(4) Automobile Physical Damage Insurance shall be provided on all RTC owned Revenue Vehicles, RTC supplied Support Vehicles, and Contractor owned vehicles including Support Vehicles. Insurance required by this subsection shall include coverage of the liability of Contractor for property damage to vehicles and vehicle equipment while in the care, custody, or control of Contractor (garage keepers insurance). This coverage shall apply to losses caused by collision and comprehensive perils. This coverage shall include collision and comprehensive coverage, including but not limited to fire, theft, earthquake and flood. This coverage may provide valuation based on replacement cost without deduction for depreciation or actual cash value coverage (replacement cost less depreciation) and shall include limits of liability not less than \$20,000,000 per occurrence and in the aggregate. In the event of physical damage loss, the Contractor shall indemnify and be responsible for payment to the RTC the amount of the difference between the actual cost to repair or replace the vehicle with like kind and quality without deduction for depreciation and the amount(s) paid by the Contractor's insurer(s) for physical damage loss of any RTC Revenue Vehicle or Support Vehicle. The Contractor shall be responsible for any self-insurance or deductibles with respect to damage to all vehicles. RTC is responsible for providing the Contractor with the stated value of the RTC vehicles each year to ensure Contractor is obtaining and providing sufficient coverage.

(5) Employment Practices Liability Insurance shall be provided covering the Contractor, its agents and employees, with a minimum amount of \$2,000,000, including employment practices and third-party employment practices liability coverage. If employment practices liability coverage is provided on a claims-made or claims-made and reported basis, coverage shall be continued for three (3) years beyond the term of this Contract.

(6) Terrorism Insurance. The Contractor shall provide a minimum of \$5,000,000 in terrorism coverage under each of its general liability insurance and automobile liability insurance, and any umbrella/excess liability insurance required in this Contract.

B. RTC Coverage. The RTC (and its Governing Body, officers, employees and agents) shall be added as an Additional Insured (without any exclusion that reduces the amount or scope of required coverage) for all commercial coverage (except worker's compensation) for all RTC owned or leased assets used in providing services under this Contract and for all liability coverage. The RTC shall be named as a Loss Payee on all insurance policies covering the Revenue Vehicles. The Contractor shall furnish the RTC with Certificates of Insurance and Policy Endorsements showing the RTC as a Loss Payee. The RTC shall be added to the Contractor's Liability and Auto Liability Policies as an Additional Insured. The Contractor shall furnish the RTC with Certificates of Insurance and Policy Endorsements showing the RTC as an Additional Insured.

C. Waiver of Subrogation. – The Contractor hereby waives all rights of recovery under subrogation against the RTC, and shall provide that insurance coverages under this Section include a waiver of subrogation in favor of the RTC. If claims-made or claims-made and reported coverage is cancelled or non-renewed following termination of the Contract, Contractor shall purchase an

extended reporting period to discover and report claims following cancellation or non-renewal of coverage for a period of at least three years beyond the term of this Contract.

D. Primary and Non-Contributory. The Contractor's insurance coverage required by this Section shall be primary and the insurance coverages of the RTC (and its Governing Body, officers, employees and agents) shall not contribute in any way.

E. Deductibles or Self-Insured Retentions. The Contractor shall be solely responsible for the payment of any loss under the deductibles or self-insured retentions on the coverages hereunder. Deductibles or self-insured retentions may not exceed \$25,000 for each loss. Higher deductibles or self-insured retentions are subject to review and approval by the RTC and may require submittal of additional financial information from the Contractor prior to contract execution. RTC at no time shall be charged for any deductibles.

F. Notice. All insurance policies required in this Section shall be endorsed to provide a thirty (30) calendar day (ten (10) calendar days for nonpayment of premium) written notice to the RTC, of cancellation or non-renewal, or the Contractor shall provide the same with prior written notice to the RTC of any cancellation, non-renewal, or material change upon receipt from any of its insurers.

G. Umbrella Policy. The limits of liability as required under this Section may be provided by a single policy of insurance or a combination of policies including a so-called umbrella liability policy, subject to prior approval of the RTC; provided that such umbrella policy provides all of the coverage required under subsection A.

H. Self-Insurance. Self-insurance programs are subject to prior approval by the RTC upon review of the Contractor's financial capacity to provide such self-insurance. Any self-insurance program utilized by a Contractor must provide the RTC with at least the same coverage, limits of liability, and protection as would be afforded by first dollar insurance meeting the requirements of this Section.

I. Minimum Insurance Requirements. The types of insurance and limits of liability stated in this Section are the minimum acceptable to the RTC and shall in no way be construed as a limitation of Contractor's liabilities and obligations under the indemnities granted to the RTC in this Contract.

J. Subcontractors and Subconsultants. The Contractor (i) shall include all Subcontractors and/or Subconsultants as insureds under its policy OR it shall require its Subcontractors and/or Subconsultants to maintain separate liability coverages and limits of the same types specified herein and (ii) shall include the RTC as additional insureds under its commercial general liability policy subject to the same requirements stated herein without requiring a written contract or agreement between each of the additional insureds and any subconsultant and/or subcontractor. Any limits maintained by subcontractors under their own policies shall be at least \$1,000,000 per occurrence and at least \$2,000,000 for any applicable coverage aggregates or the amounts customarily carried by the Subcontractor or Subconsultant, whichever is greater. If Subcontractors or Subconsultants provide their own insurance with limits less than required of the Contractor, Contractor shall include Subcontractors and/or Subconsultants 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 subcontractor and/or subconsultant. Contractor shall require its Subcontractor or Subconsultants to provide appropriate certificates and endorsements from their own insurance carriers naming Contractor and the Indemnitees (see Section 404) as additional insureds.

K. RTC Approval. All insurance required to be maintained, or provided by, the Contractor and subcontractors shall be with companies and through policies approved by the RTC. All such Insurance Companies shall carry an A.M. Best Co. rating of A or better and be licensed by the State of Nevada or meet any applicable state and federal laws and regulations for non-admitted insurance placements. The RTC has the right to inspect in person, prior to commencement of the work, all of the Contractor's insurance policies in regard to required insurance coverage.

L. Certified Copies of Policies. Proof that required insurance coverage exists shall be furnished to the RTC in the form of certified copies of insurance policies upon request of the RTC. Evidence of renewal or replacement policies shall be furnished Fifteen (15) Days prior to the expiration date or termination date of any policy furnished in compliance with the requirements of the Contract. Any waiver of Contractor's obligation to furnish certificate copies or to maintain such insurance must be in writing and signed by an authorized representative of RTC. Failure of the 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.

M. RTC Purchase of Insurance. If at any time during the Contract term the Contractor fails to provide the insurance required above, RTC reserves the right, but not the obligation, to purchase other insurance to protect the RTC's interests, and to charge the Contractor, or withhold from the Contractor's payments, the full cost of such insurance, plus a five percent (5%) fee.

SEC. 404 INDEMNIFICATION

A. General Requirement. The Contractor agrees to protect, defend, indemnify and hold the RTC, its Governing Body, officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the Contract or the performance hereof by the Contractor, any subcontractor of the Contractor, or any person for whom the Contractor is legally or contractually responsible, whether or not it is alleged or determined that the action on which the claim was based was caused by the negligence or willful misconduct of the Contractor, any subcontractor, or any other person for whom the Contractor is legally or responsible. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, any tangible or intangible property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, whether or not it is alleged or determined that the

Contractor was negligent, and without regard to whether such claim is groundless, false, or fraudulent.

B. Handling of Claims. The RTC agrees that it will notify the Contractor in writing within ten (10) Days of receipt or notice of any claim described in subsection A; provided that the failure of the RTC to so notify the Contractor shall not relieve the Contractor of any of its obligations under this Section. The Contractor shall have the right to assume the defense of all claims that might be threatened or instituted, and agrees that it will assume all responsibility for the investigation, handling, and defense of such claims unless the RTC notifies the Contractor that it elects to be represented by counsel of its own selection in connection with any such claim. The RTC shall provide such assistance (except financial) for the defense of any claim as may be reasonably required by the Contractor. The RTC shall not make any admission of liability with respect to a claim or seek to settle or compromise a claim without the prior written consent of the Contractor. The Contractor agrees to inform the RTC as to all correspondence and proceedings in respect to any claim as to which indemnity is sought and to consult with the RTC with respect to all matters relating to any claim.

C. Disclaimer of Liability. The RTC will not hold harmless or indemnify the Contractor for any liability whatsoever.

SEC. 405 PERFORMANCE BOND REQUIREMENTS

A. Performance Bond. The Contractor shall provide to the RTC, and shall maintain in full force and effect during the Base Contract Term and any Option Terms, a Performance Bond in an amount equal to twenty-five percent (25%) of the total contract price of the first year of the Base Contract Term. The Contractor shall provide any necessary updates, renewals, or modifications to the Performance Bond throughout the Contract Term. Failure to maintain the Performance Bond shall be an event of default and may, in the RTC's discretion, be the basis for the termination for default under Section 408.

B. Requirements. The Performance Bond shall be provided by a surety authorized to do business in the State of Nevada with an A.M. Best Co. rating of A or better, unless otherwise approved in writing by the RTC. The Performance Bond shall be provided in a form acceptable to the RTC, and shall be delivered by the time required under Section 104C.

C. Enforcement of Bond. If the RTC determines, in its discretion, that the Contractor has materially failed to keep and perform the covenants, conditions, and obligations in this Contract, the RTC may require the Surety to perform, or may exercise or collect, or cause to be exercised or collected, the full amount of obligations under the Performance Bond. In such event, the RTC shall notify the Surety and provide the Surety an opportunity to perform within a reasonable period of time, not to exceed thirty (30) calendar days. If the Surety fails to perform, the RTC may call and collect on the Performance Bond.

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SEC. 406**TERMINATION FOR CONVENIENCE**

A. In General. The performance of work under this Contract may be terminated by the RTC in accordance with this Section in whole, or from time to time in part, whenever the RTC determines that such termination is in the best interest of the RTC. Any such termination shall be effected by delivery to the Contractor of forty-five (45) calendar days advance written notice of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

B. Actions Following Termination Notice. Upon receipt of a notice of termination, and except as otherwise directed by the RTC, the Contractor shall: (1) stop work under the Contract on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or Facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to the RTC in the manner, at the times, and to the extent directed by the RTC, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated; (5) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the RTC, to the extent the RTC may require, which approval or ratification shall be final for all the purposes of this Section; (6) transfer title to the RTC and deliver in the manner, at the times, and to the extent, if any, directed by the RTC, supplies, equipment, and other material produced as a part of, or acquired in connection with the performance of the work terminated, and any information and other property which, if the Contract had been completed, would have been required to be furnished to the RTC; (7) complete any such part of the work as shall not have been terminated by the notice of termination; and (8) take such action as may be necessary, or as the RTC may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the RTC has or may acquire an interest. Payments by the RTC to the Contractor shall be made by the date of termination but not thereafter. Except as otherwise provided, settlement of claims by the Contractor under this Section shall be in accordance with the provisions set forth in 48 CFR Part 49, as amended from time to time.

SEC. 407**TERMINATION BY MUTUAL AGREEMENT**

This Contract may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the termination provisions of this Contract.

SEC. 408**TERMINATION FOR DEFAULT**

A. In General. The RTC may, subject to the provisions of subsection B of this Section, by thirty (30) calendar days advance written notice of default to the Contractor and the surety on the Performance Bond, terminate the whole or any part of this Contract in any one of the following circumstances:

- (1) If the Contractor fails to provide the services in the manner required by this Contract or in accordance with the performance standards articulated herein;
- (2) If the Contractor fails to perform any of the provisions of this Contract in accordance with its terms; or
- (3) If the Contractor fails to make progress in the prosecution of the work under the Contract as to endanger such performance.

B. Opportunity to Cure. The Contractor will be given the opportunity to cure any default within thirty (30) calendar days after receipt of the default notice under subsection A; provided that the RTC may provide an additional period for cure if the Contractor demonstrates to the satisfaction of the RTC that there is a reasonable likelihood it will be able to effectuate a cure if granted such additional time.

C. Procurement by RTC. In the event that the RTC terminates this Contract in whole or in part as provided in subsection A of this Section, the RTC may procure, upon such terms and in such manner as the RTC may deem appropriate, services similar to those so terminated. The Contractor shall be liable to the RTC for costs associated with the termination of this Contract and the procurement of replacement services by the RTC, and also for any costs of the replacement supplies or services that are in excess of what the RTC would have paid under the Contract in the absence of default from the date of termination to the expiration date of the Contract. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section. Any disputes arising under this Section that cannot be resolved by the Contractor and the RTC are subject to resolution pursuant to Section 509 of this Contract.

D. Force Majeure. The Contractor shall not be liable for any failure to perform if the Contractor demonstrates to the satisfaction of the RTC that the failure to perform the Contract was due to events which were beyond the control and without the fault or negligence of the Contractor and which could not have been avoided or prevented by due diligence and reasonable efforts of the Contractor. Examples of such *Force Majeure* events include acts of God, civil disturbances, fire, war, floods, or other natural disasters, or strikes or work stoppages.

E. Claims. Except as otherwise provided, settlement of claims by the Contractor under this termination clause shall be in accordance with the provisions set forth in 48 CFR Part 49, as amended from time to time.

SEC. 409 CANCELLATION OF CONTRACT

In any of the following cases, the RTC shall have the right to cancel this Contract without expense to the RTC: (1) the Contractor is guilty of misrepresentation; (2) the Contract is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Contract conflicts with any statutory or constitutional provision of the State of Nevada or the United States. This section shall not be construed to limit the RTC's right to terminate this Contract for convenience or default, as provided in Sections 406 and 408.

SEC. 410 SPECIAL TERMINATION PROVISION

Notwithstanding any other provision of this Contract, the Contractor agrees that in the event the RTC is dissatisfied with the Contractor's service for any reason during the term of this Contract, the RTC may terminate the Contract. In the event the Contract is so terminated, the Contractor will refund to the RTC any and all profits made by the Contractor resulting from this Contract during the final twelve (12) months prior to the termination.

SEC. 411 SECTION 13(c) OBLIGATIONS

A. In General. Except as provided in subsection B of this Section, the RTC shall be administratively and financially responsible for obligations under Section 13(c) of the Federal Transit Act (49 USC §5333(b)) and the RTC's December 16, 1988 13(c) Arrangement.

B. Contractor Obligations.

(1) Financial Liability. The Contractor shall have financial liability for any 13(c) claims or obligations that are created by acts or omissions of the Contractor that are not directed by the RTC. The Contractor agrees that it is bound to the terms of the December 16, 1988 13(c) Arrangement and shall collectively bargain with the collective bargaining representative selected by the work force in accordance with the National Labor Relations Act (NLRA) and applicable law. In addition, the Contractor shall cooperate with the RTC (including the provision of payroll records and other information) in the resolution or defense of any 13(c) claims or disputes, and in the implementation of any 13(c) remedies.

(2) Restrictions on Activities. The Contractor shall not assist or encourage any employee to file or otherwise pursue a 13(c) claim against the RTC, or take any action which is contrary to the interests of the RTC under 13(c) or its 13(c) arrangements or agreements, relating to the termination of services under this Contract, any future transition from the Contractor to another service provider, or any other action or event relating to this Contract. If the Contractor fails to comply with this obligation, the Contractor shall be financially liable for all costs incurred by the RTC (including attorneys' fees) associated with any 13(c) claims or delays in the receipt of Federal grants.

ARTICLE 5—ADMINISTRATIVE AND MISCELLANEOUS PROVISIONS

SEC. 501 REPORTS

A. General Requirement. In order to document services provided under the Contract, the Contractor shall maintain all records requested by the RTC and as required for good business practices. The Contractor shall take appropriate steps to ensure the proper monitoring of service levels, and maintenance and operations activities related to the services provided under this Contract. The Contractor shall permit authorized representatives of the RTC to examine all data and records related to this Contract upon request or according to scheduled reporting periods.

B. Management Level Reporting. The Contractor shall provide management level reporting to the RTC on a monthly basis, no later than the 10th of the month, that includes detailed information describing and quantifying the level of service and the quality of the service provided by the Contractor. For specific service issues, the Contractor shall, upon request of the RTC, provide additional information. Either party may recommend, from time to time, additions, modifications, or deletions to the reports and reasonable requests shall be accommodated by the Contractor.

C. Required Reports. The reports required to be submitted by the Contractor are as follows:

(1) Daily Reporting. The Contractor shall submit a daily Revenue Vehicle status report to the RTC showing the availability and condition of each Vehicle and, if the vehicle is not available for service, the expected date for return to service and the reason(s) that the vehicle is not available for service that day. Additionally, the Contractor shall report any service anomalies, accidents, missed service, and other service exceptions for the prior service day in a format approved by the RTC. The Contractor shall also report Vehicle allocation by route in a form acceptable to the RTC.

(2) Monthly Reporting. The Contractor shall submit a monthly report to the RTC, on the 5th business day of the following month, using the format established by the RTC, that includes a compilation of the operational information included in the weekly reports, a summary of the key maintenance activities during the month for vehicles and Facilities, a description of any warranty enforcement issues or problems, a list of current employees, and a listing of any safety or security issues, major incidents, or related concerns or problems including any and all subrogation claims that arose during the month.

(3) Quarterly Reporting. The Contractor shall submit to the RTC, on a quarterly basis, information on Disadvantaged Business Enterprise (DBE) activity, if applicable

(4) Equal Employment Opportunity (EEO) Affirmative Action Report. The Contractor shall, prepare and submit to the RTC on October 5th of each year an EEO-1 report that meets all the requirements of FTA's Circular 4704.1A, Equal Employment Opportunity Program Guidelines, or any updated version thereof. In addition, the Contractor shall submit an updated Affirmative Action/EEO Plan by February 10th of each year, or confirm in writing that the copy on file with the RTC is the most active plan. Plan updates are required every three (3) years. The plan shall include all the information listed below and any other information required by the applicable FTA Circular which includes the following:

- (a) Workforce Analysis for each job category;
- (b) Job Group Analysis for each job category;
- (c) Hiring Analysis for each job category;
- (d) Promotional Analysis for each job category;
- (e) Termination Analysis for each job category;
- (f) Utilization Analysis that shows the ethnic and gender breakdown for each job category as well as indicates the short-term and long-term goals for achieving under-utilized minority groups; and

- (g) Availability Analysis that compares the current workforce against the available workforce.

(5) Annual Drug and Alcohol MIS Report. The Contractor (and any subcontractor(s)) shall, prepare and submit their annual MIS report online, as required by the FTA, and shall provide a signed original report to the RTC no later than March 10 annually for the previous calendar year's drug and alcohol testing rates. The report must be in accordance with established Federal guidelines.

(6) FTA Reports. The Contractor shall collect, maintain, and submit to the RTC all financial and other data necessary to correctly and accurately complete various forms of the National Transit Database (NTD) Reports. If the sampling is determined to be deficient (e.g., the load number does not match the number of reported boardings and alightings), this will be considered an incomplete, incorrect sample and another sample will be required. The data required includes but is not limited to: (1) maximum number of vehicles in revenue service; (2) revenue hours; and (3) revenue miles. Appropriate system documentation to support the data provided shall be maintained by the Contractor for three years after its submittal. The Contractor will assist RTC in completing all required NTD reports. Should FTA request revisions or explanations for any portion of the annual NTD report, the Contractor shall provide to the RTC information for follow-up in a timely manner but not later than five (5) days prior to the FTA deadline.

(7) Special Reports. The Contractor shall prepare and provide any special reports, or more detailed information, requested by the RTC, including maintenance department costs, reports required for the FTA Triennial Reviews, and monthly fuel consumption and inventory reports.

D. Meetings. The Contractor shall meet with the RTC Project Manager at least on a bi-weekly basis and more frequently as necessary. Meetings with other key RTC and Contractor staff will be held on a regular basis, as well as on an as needed basis. RTC shall include key Contractor staff in appropriate meetings related to service, planning, maintenance, and operations, as well as in circumstances in which the RTC is contemplating the purchase of new equipment or systems or is making significant planning decisions. A representative of the Contractor shall be present at all RTC Board and other public meetings of the RTC pertaining to the RTC's fixed route transit services, as well as its associated advisory committee meetings. The parties shall have a meeting annually to discuss service performance and other contract issues and may develop an action plan to address any deficiencies or issues discussed that the Contractor shall implement.

SEC. 502 CUSTOMER SERVICE

A. Customer Complaints and Compliments

(1) RTC Intake of Complaints and Compliments. RTC customer service personnel will be responsible for the initial intake of comments from customers. The RTC will provide the Contractor with the following information for each comment when available: (a) date and time of incident; (b) location of incident; (c) description of incident; (d) route; (e) vehicle number; and (f) complainant's contact information.

(2) **Contractor Responsibility.** The Contractor will refer people seeking to file complaints and compliments to the RTC unless the person objects or the situation requires immediate attention and RTC staff is unavailable. Any complaints or compliments taken by the Contractor shall be reported to the RTC by the next working day.

(3) **Required Contractor Process.** The Contractor shall establish a process for the thorough and prompt resolution of all customer complaints, including ADA and Title VI complaints, in accordance with this Section. The process shall be completed and a report submitted to the RTC within six (6) days from the date of receipt of the complaint by Contractor, and shall include, at a minimum, the following:

- (a) contemporaneous documentation of the nature of the complaint;
- (b) passenger contact information;
- (c) investigation, follow-up, and investigative reports (including the information described below in the description of report evaluation criteria); and
- (d) complaint resolution, including any remedial action taken.

(4) **Complaint Investigation.** All complaints including ADA and Title VI passenger complaint investigative reports will be evaluated by the RTC for compliance with Federal requirements. The Contractor is responsible for assuring that each completed investigative report provides full and complete documentation that includes each of the following: (a) a statement of the issues presented; (b) the Contractor's response to each issue; and (c) findings of fact.

(5) **Complaint and Resolution Training.** In addition to the foregoing, the Contractor shall provide appropriate classroom and hands-on training to each individual involved in the complaint resolution process. The RTC must approve all exceptions to the required minimum training standard in writing.

(6) **Complaint Resolution Plan.** Prior to implementation, the Contractor shall submit its ADA and Title VI Complaint Resolution Plan to the RTC within 60 days of Contract start date for evaluation and approval. If a complaint is considered ADA in nature as defined by 49 CFR Part 27, Contractor shall follow the procedure established by RTC in documenting, investigating and responding to this type of complaint.

SEC. 503 ACCIDENT AND INCIDENT REPORTING

A. In General. The Contractor shall develop procedures, including communication requirements to follow in the event of passenger injury, vehicle accident or other incidents that are subject to RTC review and approval. Employees shall be trained on the procedures and regularly retrained to keep current with applicable procedures.

B. Accident Reporting. In the event of an accident involving vehicle damage, property damage, passenger injury or fatality, an emergency, or other non-routine event, the Contractor shall adhere to the RTC RIDE Media Response Procedures (Attachment S.) The Contractor

must follow up with specific details from the accident or incident investigation within three (3) hours from the time RTC was originally notified. The Contractor shall submit accident reports to the RTC Project Manager relating to such accident or other non-routine event within forty-eight (48) hours with the preliminary results of the investigation. Minor accidents may be reported to the RTC on a monthly basis. The Contractor shall comply with all applicable laws and regulations in the case of any accident or other non-routine event.

SEC. 504 AUDIT AND INSPECTION OF RECORDS

A. Contractor Obligation. The Contractor agrees that the RTC, the Comptroller General of the United States, and the U.S. Secretary of Transportation, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records, and to audit the books, records, and accounts relating to the performance of the Contract. The Contractor agrees to permit any of the forgoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed. Further, the Contractor agrees to maintain all required records for at least three (3) years after the RTC has made final payment and all other pending matters are closed. In the event of litigation or the settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain all required records under this section until the RTC, the Comptroller General and the Secretary of Transportation, or any of their duly authorized representatives, dispose of all such litigation, appeals, claims or exceptions related thereto.

B. Audit of Programs. The Contractor shall assist and cooperate with the RTC in the audit and monitoring of all program requirements, such as EEO compliance, and shall permit the RTC to perform on-site inspections of the Contractor's procedures and programs. The Contractor shall permit and cooperate with any audits conducted by the RTC and any visual inspections, investigations, and other reviews of maintenance, operations, and employee and financial records that are required to be maintained by the Contractor.

SEC. 505 OWNERSHIP OF DOCUMENTS

The Contractor agrees that any and all information, in oral or written form, whether obtained from the RTC, its agents or assigns, or other sources, or generated by the Contractor pursuant to the Contract, shall not be used for any purpose other than fulfilling the requirements of this Contract. Any documents, reports, or data generated by the Contractor (other than the Contractor's internal documents) in connection with the performance of the Contract shall become the sole property of the RTC, subject to any rights asserted by the FTA. The Contractor may retain copies of such items for its files. The Contractor shall not release any documents, reports, or data from this project without prior written consent of the RTC.

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SEC. 506 REPLACEMENT SERVICES

A. Contractor Obligation. If the Contractor is unable, due to any event not caused by the RTC or due to a strike or work stoppage, to provide services in full compliance with the requirements of this Contract, the Contractor shall deliver a plan to the RTC within five (5) calendar days after the date of such event detailing what actions will be taken and what schedule will be followed to resume the provisions of services in full compliance with the requirements of the Contract. Such plan shall specifically describe the milestones and timetable under which services will be restored (e.g., 60% service levels within five (5) calendar days; 80% service levels within ten (10) calendar days; full service within fifteen (15) calendar days).

B. RTC Authority to Use Replacement Services. If the Contractor has not resumed providing services in full compliance with the requirements of the Contract within fifteen (15) calendar days of the event described in subsection A, or in accordance with such milestones and timetable as may be agreed to by the RTC, then the RTC may obtain the services of a replacement operator or provide the services with its own resources (collectively referred to as "replacement services"). The RTC may utilize such replacement services as a substitute for all or any part of the Contractor's services, and may maintain such replacement services in effect until either: (a) the Contractor is able to resume performance in full compliance with this Contract; or (b) the RTC terminates the Contractor and obtains a permanent replacement Contractor. Prior to implementing replacement services, the RTC shall notify the Contractor in writing and provide the Contractor five (5) calendar days in which to cure its noncompliance.

C. Liability. If the RTC utilizes replacement services under this Section, the Contractor shall be liable to the RTC for (1) the actual amount by which the cost of such services exceeds the amount that would have been payable under this Contract for comparable services; plus (2) the administrative costs incurred by the RTC in obtaining the replacement services. During the period in which any replacement services are provided, the only compensation payable to the Contractor shall be for any hours of service the Contractor itself actually provides.

D. Savings Clause. Any action taken by the RTC pursuant to this Section in response to the Contractor's failure to perform shall not preclude the RTC from subsequently finding the Contractor in default of this Contract for the same or any related failure to perform.

SEC. 507 CONTINUITY OF SERVICES

A. In General. The Contractor recognizes that the services under the Contract are vital to the RTC and must be continued without interruption and that, upon Contract expiration or termination, another entity, either the RTC or another provider, may continue those services. The Contractor agrees to: (1) fully cooperate in any procurement process conducted by the RTC; (2) furnish phase-in training for the new contractor; and (3) exercise its best efforts and cooperate to effect an orderly and efficient transition to the subsequent provider (including, but not limited to, the provision of access to Vehicles and the Facilities, coordination of equipment transfers, and related actions).

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B. Transition Requirements. The Contractor shall, upon the RTC's written notice (1) furnish phase-in, phase-out services for up to ninety (90) calendar days after the Contract expires or terminates; and (2) negotiate in good faith a plan with the subsequent provider to determine the nature and extent of phase-in, phase-out service required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the RTC's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by the Contract are maintained at the required level of proficiency.

C. Compensation. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs that are incurred and not compensated by the RTC under the method of compensation in this Contract, within the agreed period after contract expiration or termination that directly result from phase-in, phase-out operations. The RTC shall require its subsequent provider to indemnify the Contractor for liability that directly results from the Contractor's phase-in, phase-out operations during such agreed period, provided that such indemnification shall not extend to liability that arises out of negligent or willful acts or omissions of the Contractor. The RTC shall also require the subsequent provider to name the Contractor as an additional insured (without exclusions) for purposes of liability coverage in the performance of phase-in, phase-out operations.

SEC. 508 EMERGENCIES

A. Emergency Operations Plan. The Contractor shall develop, implement, and maintain an Emergency Operations Plan to respond to emergencies and routine problems that may occur. Written procedures and processes must be approved by RTC sixty (60) calendar Days prior to the start of service and be updated annually. The occurrences that should be covered by the Plan include, but are not limited to:

1. Deaths;
2. Disturbances;
3. Illness;
4. Vehicle failures;
5. Inclement weather;
6. Accidents;
7. Detours;
8. Employee Injuries;
9. Strikes/Walkouts/Work Stoppage(s);
10. Security Incidents, bomb threat, terrorism event, violent behavior;
11. Vehicle fire, vehicle evacuations, transit center evacuation;
12. Emergency operations concepts (public evacuation, public sheltering, etc.); and
13. Natural and Man-made Events including but not limited to; earthquake, flood, wildfire, high wind, hazardous material incident, loss of RTC radio system, etc.

B. Continuity of Operations Plan. The Contractor shall prepare and maintain during the term of the Contract a Continuity of Operations Plan (COOP) that complies with Federal Preparedness Circular 65 dated June 15, 2004 (FPC 65). The Contractor shall also assist RTC in

developing and maintaining emergency planning efforts including emergency preparedness and disaster recovery planning for transit operations or in support of Regional emergency operations initiatives.

SEC. 509 DISPUTES

A. Applicability. Any dispute between the Contractor and the RTC relating to the implementation or administration of this Contract shall be resolved in accordance with this Section.

B. Informal Resolution. The Parties shall first attempt to resolve the dispute informally in meetings or communications between the Contractor and the RTC Project Manager. If the dispute remains unresolved fifteen (15) Days after it first arises, the Contractor may request the RTC Director of Public Transportation and Operations to issue a recommended decision on the matter in dispute. The RTC Director of Public Transportation and Operations shall issue the recommended decision in writing within thirty (30) Days and provide a copy to the Contractor.

C. Interim Review. If the Contractor contests the recommended decision of the RTC Director of Public Transportation and Operations, the Contractor shall provide its reasons for contesting the decision. The RTC Executive Director may, upon request of the Contractor, review the decision of the Director of Public Transportation and Operations and may modify or confirm the recommended decision.

D. Review by Commissioners. The recommended decision of the RTC shall become final unless, within fifteen (15) Days of receipt of such recommended decision, the Contractor submits to the Executive Director a written request for review of the decision by the RTC Governing Body. The Executive Director may, in his or her discretion, refer the request for review to the RTC Governing Body. If the Executive Director refers the request to the RTC Governing Body, the Contractor and the RTC Executive Director shall be afforded an opportunity to be heard during such review and to offer evidence on the issues presented. If the dispute remains unresolved after review and the Contractor objects to the decision issued by the RTC Governing Body, the Contractor may seek judicial resolution of the dispute in the Second Judicial District Court, Washoe County, Nevada.

E. Contractor Responsibility. Pending final resolution of a dispute under this Section, the Contractor shall proceed diligently with performance in accordance with this Contract and the RTC's recommended decision.

SEC. 510 INSPECTION OF WORK

A. Right to Inspect. All work (which term in this Section includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and testing by the RTC to the extent practicable at all times and places during the term of this Contract. All inspections by the RTC shall be made in

such a manner as to not unduly delay the work. The RTC shall have the right to enter the premises used by the Contractor for the purpose of inspecting and auditing all data and records which pertain to the Contractor's performance under this Contract, and observing management and operational practices. The RTC shall also have the right to enter the premises used by the Contractor for the purpose of inspecting vehicles that are used to provide services under this Contract.

B. Corrections and Adjustments. If any work performed is not in conformity with the requirements of the Contract, the RTC shall have the right to require the Contractor to perform the work again in conformity with such requirements at no increase in the total Contract amount. When the work to be performed is of such a nature that the defect cannot be corrected by re-performing the work, the RTC shall have the right to: (1) require the Contractor to immediately take all necessary steps to ensure future performance of the work in conformity with the requirements of the Contract, and (2) reduce the Contract price to reflect the reduced value of the work performed; or (3) assess appropriate liquidated damages. In the event the Contractor fails promptly to perform the work again or take necessary steps to ensure future performance of the work in conformity with the requirements of the Contract, the RTC shall have the right to either by contract or otherwise have the work performed in conformity with the Contract requirements and charge to the Contractor any costs to the RTC that are directly related to the performance of such work, or terminate the Contract for default as provided in Section 408.

SEC. 511 SUBCONTRACTING OF CONTRACT WORK AND TRANSFER OF INTERESTS

A. General Requirements.

(1) Approval of Major Subcontracts. The Contractor may not enter into any Major Subcontract for the performance of the Contractor's duties under this Contract without the prior written approval of the RTC, other than any Major Subcontracts identified in the Contractor's proposal in response to the RFP. In any case in which the Contractor desires to enter into such a Major Subcontract, it shall provide the RTC with all proposed subcontracting agreements and documents (including scope of work and terms of compensation). For purposes of this Section, a "Major Subcontract" is a subcontract with an annual value of five percent (5%) or more of the annual Contract Price.

(2) Listing of Other Subcontracts. The Contractor shall, within sixty (60) days after the NTP, provide the RTC with a listing of all other subcontractors who will perform any part of the services performed under this Contract. The Contractor shall update that subcontractor listing on a quarterly basis throughout the Contract Term.

B. Effect of Subcontracting. The Contractor shall be fully responsible for all work performed by its subcontractors. Any approval of a subcontract shall not be construed as making the RTC a party to such subcontract, giving the subcontractor privity of contract with the RTC, or subjecting the RTC to liability of any kind to any subcontractor. The entering into of a subcontract shall not, under any circumstances, relieve the Contractor of its liability and obligations under this Contract, and all transactions with the RTC must be through the Contractor. In addition, the

Contractor may not, by subcontract, modify its obligation to perform in full accordance with its Proposal and Best and Final Offer, change its Key Personnel, alter any of its required programs, or otherwise modify the basis upon which the Contractor was selected and the Contract award made. Any action of the Contractor in violation of the preceding sentence shall constitute a breach of the Contract and an act of default. The RTC reserves the right to direct the removal of any subcontractor that the RTC in its judgment determines is not performing quality work or services or is not providing service in accordance with Federal requirements.

C. Required Subcontract Terms. The Contractor shall monitor and document subcontracted performance, and enforce compliance with the requirements of the subcontract. The Contractor shall include in each subcontract (at all tiers) appropriate terms and conditions to assure that the subcontractor shall have the same duties and obligations to the Contractor for its work that the Contractor has to the RTC for such work under this Contract, and that the subcontractor shall comply with the other applicable provisions of this Contract, including the Federal laws and regulations identified in Attachment Q.

D. Assignment. The Contractor shall not assign, transfer, or delegate any of its rights, duties, or responsibilities under this Contract, except at the written direction or with the prior written approval of the RTC.

SEC. 512 INDEPENDENT CONTRACTOR

Under the terms of the Contract, the Contractor is an independent contractor and has and retains full control and supervision of the services performed by and full control over the employment and direct compensation and discharge of all persons, other than RTC employees, assisting in the performance of its services. The Contractor agrees to be solely responsible for all matters relating to wages, hours of work, and working conditions and payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, workers' compensation, and all other requirements relating to such matters. The Contractor agrees to be responsible for its own acts and those of its subordinates, employees, and any and all subcontractors during the term of the Contract.

SEC. 513 LICENSING, PERMITS, AND TAXES

The Contractor shall be appropriately licensed for the work required pursuant to this Contract. The cost for any required licenses or permits shall be the responsibility of the Contractor. The Contractor shall be liable for any and all taxes due as a result of the Contract, except it is acknowledged that the Contractor, as manager of the RTC's public transit system, has no ownership interest in the Facilities owned by the RTC and has no liability for real property taxes related to such Facilities.

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SEC. 514 LACK OF FUNDS

A. Funding Requirement. The entering into of this Contract is subject to receipt by the RTC of funds adequate to carry out the provisions in full.

B. Cancellation or Reductions. The RTC may cancel or reduce the amount of service to be rendered if the RTC determines that such action is in the RTC's best interests, or there will be a lack of funding available for the service. In such event, the RTC will notify the Contractor in writing thirty (30) calendar days in advance of the date such cancellation or reduction is to be effective.

SEC. 515 CONFLICT OF INTEREST

A. General Rule. No employee, officer or agent of the RTC shall participate in the selection, or in the award or administration, of the Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any firm proposing on or selected for the award:

- (1) The employee, or an officer or agent of the employee;
- (2) Any member of the employee's immediate family;
- (3) The employee's business partner; or
- (4) An organization which employs, or is about to employ, any of the above.

B. Gratuities. The RTC's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, subcontractors, or other parties to subagreements.

C. Organizational Conflict of Interest. Prior to entering into this Contract, the Contractor is required to inform the RTC of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under the Contract may, without some restriction on future activities, result in an unfair competitive advantage to the Contractor, or may impact the Contractor's objectivity in performing the work. The RTC retains the right in its sole discretion to refuse to enter into this Contract or to include appropriate provisions in the Contract to mitigate or avoid such conflict disclosed. In addition, the Contractor has a continuing obligation during the term of the Contract to inform RTC in writing of any real or apparent conflict of interest that becomes thereafter known to the Contractor. If a nondisclosure or misrepresentation is discovered after award of this Contract, RTC may terminate the Contract for cause. If the Contractor discovers a conflict of interest which could not have been reasonably been known prior to award of this Contract, an immediate and full disclosure shall be made in writing to the RTC. The disclosure shall include a full description of the conflict, a description of the action the Contractor has taken, or proposes to take, to avoid or mitigate the conflict. RTC may in its judgment terminate the Contract for cause, if it is determined that the conflict has not been adequately avoided or mitigated or if it is otherwise in its best interest.

SEC. 516 DEBARRED BIDDERS

The Contractor has provided the RTC with a certification addressing its debarment and suspension status and that of its principals. The Contractor shall promptly inform the RTC of any change in the suspension or debarment status of the Contractor or its principals during the term of this Contract.

SEC. 517 ANTIDISCRIMINATION AND EEO REQUIREMENTS

A. General Requirements. The Contractor shall not in any way, directly or indirectly, in the performance of this Contract, discriminate against any person because of age, race, color, disability, sex, national origin, or religious creed.

B. Compliance with EEO Requirements.

(1) The Contractor shall comply with all EEO Program requirements in FTA Circular 4704.1A, Equal Employment Opportunity Program Guidelines, or any updated version thereof.

(2) The Contractor shall cooperate in any audits performed by FTA and shall cooperate with and assist the RTC in the monitoring and auditing program requirements including, but not limited to, permitting the RTC to perform onsite inspections for the program administration/management guidelines, and procedures. This requirement shall include providing the RTC with copies of records related to the Contractor's EEO efforts prior to each site visit.

(3) The Contractor shall, by February 10th of each year, prepare and submit to the RTC, an EEO Plan (if applicable) or confirm in writing that the copy on file with the RTC is the most active plan. Plan updates are required every three (3) years. The plan shall be consistent with established Federal guidelines.

(4) The Contractor shall comply with all program amendments as required by the FTA and/or the RTC and all applicable Federal and State mandates.

SEC. 518 PATENT RIGHTS

If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery may be patentable under the patent laws of the United States of America or any foreign country, the Contractor shall immediately notify the RTC General Manager and provide a detailed report. The rights and responsibilities of the RTC, the Contractor and the Federal Government with respect to each such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies and any waiver thereof.

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SEC. 519 COMPLIANCE WITH LAWS AND REGULATIONS

A. **In General.** The Contractor shall give all notices and comply with all Federal, State, and local laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these provisions of this Contract and the Federal laws, regulations and requirements specified in Attachment Q to this Contract. If the Contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Contractor shall furnish to the RTC Project Manager certificates of compliance with all such laws, orders, and regulations.

B. **Audit and Inspection.** The Contractor shall comply with all applicable Federal, State, and local laws and regulations including but not limited to all FTA drug and alcohol testing requirements, EEO Program Guidelines, Executive Order 11246, and assist the RTC in auditing and monitoring compliance with those requirements. The Contractor shall provide access and assistance to any and all Federal, State, local OSHA inspections of the workplace as reasonably necessary, even if requested without prior notice, and immediately correct any and all deficiencies.

SEC. 520 WAIVER OF TERMS OR CONDITIONS

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

SEC. 521 INTERPRETATION, JURISDICTION, AND VENUE

All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Nevada. The Contractor hereby consents and submits to the jurisdiction of the appropriate courts of Nevada or of the United States having jurisdiction in Nevada for adjudication of any suit or cause of action arising under or in connection with the Contract documents, or the performance of such Contract, and agrees that any such suit or cause of action may be brought in any such court.

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SEC. 522 OFFICIAL RECEIPT

Communications shall be considered received at the time actually received by the addressees or designated agents. Communications to the RTC should be addressed to the RTC Project Manager and to the Contracting Officer, as follows:

Regional Transportation Commission of Washoe County
1105 Terminal Way
Reno, Nevada 89502

Communications to the Contractor shall be addressed as follows:

Keolis Transit Services, LLC
Attention: Steve Shaw, President and CEO
6063 W. Century Blvd., 9th Floor
Los Angeles, CA 90045

SEC. 523 SUCCESSORS AND ASSIGNS

This Contract or any portion hereof shall not be assigned, nor shall the interests, rights, duties or responsibilities of the Contractor be transferred or delegated, unless the RTC in its sole discretion grants prior written approval thereto. This provision extends to any purchase, merger, or consolidation involving the Contractor which would cause its responsibilities under this Contract to be transferred to or assumed by a new, different, or restructured entity. This provision is separate and apart from the provisions concerning subcontracting set forth in Section 511.

SEC. 524 SEVERABILITY

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

SEC. 525 ENTIRE AGREEMENT; AMENDMENT REQUIRED

This Contract constitutes the entire agreement between the Contractor and the RTC, and supersedes all prior negotiations, agreements, and understandings with respect thereto. The Contract and the Attachments hereto may only be amended or modified by written agreement duly executed by the RTC and the Contractor consistent with RTC internal policy and procedures.

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

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY**

**KEOLIS TRANSIT SERVICES,
LLC**

By: _____

By: _____

Date: _____

Date: _____

Approved as to Form:

By: _____
General Counsel

Attest:

By: _____

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

March 15, 2019

AGENDA ITEM 3.15

TO: Regional Transportation Commission

FROM: Brian Stewart P.E.
Director of Engineering



Lee G. Gibson, AICP
Executive Director

SUBJECT: Interlocal Cooperative Agreement with the City of Reno for Midtown Bike Racks and Benches (Virginia Street Bus Rapid Transit Project)

RECOMMENDATION

Approve an Interlocal Cooperative Agreement (ICA) between the RTC and the City of Reno in an amount not to exceed \$120,000 for Midtown Bike Racks and Benches (Virginia Street Bus Rapid Transit Project); authorize the RTC Executive Director to execute the agreement.

SUMMARY

This cooperative agreement (Attachment A) provides funding to support the City of Reno’s desire to select, procure, and install bike racks and benches with artistic features for the Midtown Area of the Virginia Street Bus Rapid Transit Project. The City of Reno has committed to a public process to determine the artistic features of the bike racks and benches including the final number of bike racks and benches and the final locations. The RTC has found that the selection, procurement, and installation of the bike racks and benches are “concurrent non-project activities” that can be purchased with local funding sources without having to comply with certain FTA grant and regulatory requirements. The agreement allows RTC to reimburse the City of Reno in an amount not to exceed \$120,000.

FISCAL IMPACT

This agreement is funded by Fuel Tax and is included in the project budget for the Board approved FY 2019 budget.

PREVIOUS ACTIONS BY BOARD

July 20, 2018 Approved a Professional Services Agreement with Atkins North America for the Construction Management Services for the utility construction phase. Approved an Agreement with Sierra Nevada Construction Inc. for the construction of the early work utility construction phase. Authorized the finalization and execution of five utility relocation and reimbursement agreements into the agreement for early construction work.

- June 15, 2018 Approved an Amendment to the Construction Manager At Risk (CMAR) Pre-Construction Agreement between the RTC and Sierra Nevada Construction Inc. for the Virginia Street Bus RAPID Extension Project
- May 21, 2018 Approved a Request for Proposals (RFP) for Construction Services for the Virginia Street Bus RAPID Transit Extension Project.
- June 17, 2016 Approved the Final Rankings of the Proposers and Selection of a Contractor for Construction Manager at Risk (CMAR) for Pre-Construction Services and authorized the Executive Director to execute a Pre-Construction Services Agreement with SNC for the Virginia Street RAPID Extension Project.
- March 18, 2016 Approved the RFP for the Construction Manager at Risk method of project delivery for the Virginia Street Bus RAPID Transit Extension Project.
- March 18, 2016 Approved Amendment No. 1 to the Professional Services Agreement with NCE for Final Design for the Virginia Street Bus RAPID Transit Extension Project.
- October 16, 2015 Acknowledged receipt of an update on the Virginia Street Bus RAPID Transit Extension Project and approve the local preferred alternative.
- August 21, 2015 Acknowledged receipt of an update and provided direction on the alternative selection for the Virginia Street Bus RAPID Transit Extension Project.
- July 17, 2015 Acknowledged receipt of a report on the Virginia Street Bus RAPID Transit Extension Project.
- April 17, 2015 Acknowledged receipt of a report on the development of the Virginia Street Bus RAPID Transit Extension Project.
- October 17, 2014 Approved the selection of NCE for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.
- July 25, 2014 Approved the RFP for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.

ADDITIONAL BACKGROUND

The City of Reno will own and maintain the bike racks and benches selected as part of this agreement. The RTC will reimburse the City of Reno for up to \$5,500 for the actual cost of each bench and up to \$2,500 for the actual cost of each bike rack for a not to exceed total of \$120,000. The City's Public Works Department will oversee the installation of the bike racks and benches for functional qualities and installation requirements.

ADVISORY COMMITTEE(S) RECOMMENDATION

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

Attachment

**INTERLOCAL AGREEMENT
MIDTOWN BIKE RACKS AND BENCHES**

This Agreement is dated and effective as of March __, 2019, by and between the Regional Transportation Commission of Washoe County (“RTC”) and the City of Reno, Nevada (the “City”).

WITNESETH:

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with Chapter 277 of NRS; and

WHEREAS, pursuant to NRS 277.180, if it is reasonably foreseeable that a public agency will be required to expend more than \$25,000 to carry out such an agreement, the agreement must set forth fully the purposes, powers, rights, objectives and responsibilities of the parties, be ratified by appropriate official action of the governing body of each party, and be in writing; and

WHEREAS, RTC is delivering the Virginia Street Bus Rapid Transit (BRT) Extension Project (the “Project”) as part of its regional Program of Projects and expects to begin construction of the Project as early as summer 2019; and

WHEREAS, RTC is funding the Project with a combination of federal grant funds administered by the Federal Transit Administration (“FTA”) and local funding sources; and

WHEREAS, RTC’s current design plans call for the Midtown portion of the Project to include thirty (30) benches and sixty (60) bike racks at an estimated cost of approximately \$60,000 to \$120,000; and

WHEREAS, RTC has determined that these are “concurrent non-project activities” that can be purchased with local funding sources without having to comply with certain FTA grant and regulatory requirements; and

WHEREAS, the City and RTC have agreed that RTC will provide up to \$120,000 for the City to select, purchase and install the number and type of benches and bike racks that it wants for the Project at a total cost to be determined and paid for by the City.

ATTACHMENT A

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

ARTICLE I - RTC DUTIES

1. RTC will provide the City with the design plans for Midtown showing the location options for the benches and bike racks.
2. RTC will secure confirmation from FTA that these are “concurrent non-project activities” for the Project.
3. After the City selects the benches and bike racks that it wants for the Project, RTC will authorize the purchase.
4. RTC will reimburse the City for up to \$5,500 of the actual cost of each bench and up to \$2,500 of the actual cost of each bike rack, in a total amount not-to-exceed \$120,000.

ARTICLE II - CITY DUTIES

1. The City will cooperate with RTC and its consultants and contractors in all phases of the Project.
2. The City will assist RTC in communicating with the public regarding the Project.
3. The City will select, purchase and install the benches and bike racks that it wants for the Project incorporating the artistic design qualities desired by the City. The City intends to create an overall design review committee to work within the City’s public art placement process to select the benches and bike racks and locations for installation. The City’s Public Works Department must approve the functional qualities and installation requirements and locations of the benches and bike racks prior to selection and provide written evidence of approval to RTC.
4. After selecting the benches and bike racks and locations for installation, the City will request and secure written authorization from RTC to purchase the benches and bike racks. The City understands and agrees that RTC will not authorize the purchase unless the City’s Public Works Department has approved the selections, and the FTA has confirmed that these are “concurrent non-project activities.”
5. The City will purchase the benches and bike racks.

ATTACHMENT A

6. The City will invoice RTC for up to \$5,500 of the actual cost of each bench and up to \$2,500 of the actual cost of each bike rack, in a total amount not-to-exceed \$120,000. Invoices must be accompanied by supporting documentation evidencing the number(s) of each bench and bike rack purchased, along with the actual cost of each. Invoices and supporting documentation must be submitted to accountspayable@rtcwashoe.com.

7. The City's Public Works Department will install or oversee installation of the benches and bike racks. Installation will be performed after substantial completion of the Project at a date and time agreed upon by the City's Project Manager and RTC's Project Manager.

8. The City will accept ownership of and maintain the benches and bike racks as part of its responsibility to accept and maintain the Project pursuant to the Interlocal Agreement between RTC and the City for the Project.

ARTICLE III – GENERAL

1. RTC's Project Manager and point of contact is Jeff Wilbrecht. The City's Project Manager and point of contact is Alexis Hill.

2. Each party will cooperate with the other party and their agents in carrying out their respective responsibilities.

3. Each party will assist the other party in communicating with the public regarding the provisions of this Agreement.

4. Subject to and without waiving the liability limitations in NRS Chapter 41, each party agrees to indemnify, defend and hold harmless the other party to the extent provided by law from and against any liability including, but not limited to, property damage, personal injury or death, proximately caused by the negligent or intentional acts or omissions of its officers, agents and employees arising out of the performance of this Agreement.

5. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

6. The legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement.

ATTACHMENT A

7. This Agreement constitutes the entire understanding between the parties and shall not be modified unless in writing and signed by the parties.

8. It is not intended and this Agreement shall not be construed to provide any person or entity not a party to this Agreement, with any benefits or cause of action or to obligate the parties to this Agreement to any entity or person not a party to this Agreement.

9. In the event either party initiates litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives.

APPROVED AS TO LEGALITY AND FORM:

BY: _____
RTC Chief Counsel

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY**

BY: _____
Lee Gibson, Executive Director

CITY COUNCIL OF RENO, NEVADA

By: _____
Hillary L. Schieve, Mayor

ATTEST:

APPROVED AS TO FORM AND CONTENT:

BY: _____
City Clerk

BY: _____
Deputy City Attorney



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

March 15, 2019

AGENDA ITEM 4.1

TO: Regional Transportation Commission

FROM: Amy Cummings, AICP, LEED AP
Director of Planning



Lee G. Gibson, AICP
Executive Director

SUBJECT: Amendment No. 2 to the FFY 2018-2022 Regional Transportation Improvement Program

RECOMMENDATION

Approve the resolution adopting Amendment No. 2 to the FFY 2018-2022 Regional Transportation Improvement Program (RTIP) and the Self Certification for the metropolitan transportation planning process.

SUMMARY

The RTIP provides documentation of regional, multimodal transportation improvements and funding sources over a five year period.

Amendment No. 2 will add several projects to the RTIP being implemented by the Nevada Department of Transportation (NDOT), including intersection safety projects on McCarran Boulevard, construction of a roundabout at McCarran Boulevard and Baring Boulevard, pedestrian improvements on SR447 in Wadsworth, and data improvement projects for the Sparks and University of Nevada, Reno (UNR) Police Departments. In addition, the RTC is proposing inclusion of the Universal Access Transit Pass (U-Pass) program with UNR to provide unlimited access to RTC RIDE transit routes for university students, faculty, and staff. A listing containing descriptions of each project is attached (Attachment C).

As the Metropolitan Planning Organization (MPO) for the region, the RTC must periodically adopt a self-certification statement (Attachment B). This statement certifies that the RTC is carrying out the metropolitan planning process in accordance with all applicable requirements.

FISCAL IMPACT

The infrastructure projects would be implemented by NDOT using Highway Safety Improvement Program (HSIP) funds. The implementation of the U-Pass program would be funded with Congestion Mitigation and Air Quality Improvement (CMAQ) Program funds. In addition, funding for development of the FFY 2018-2022 amendment is included in the FY 2018 – FY 2019 Unified Planning Work Program.

PREVIOUS ACTIONS BY BOARD

August 17, 2018 Amendment No. 1 to the FFY 2018-2022 RTIP

August 17, 2017 Approved the FFY 2018-2022 RTIP

ADDITIONAL BACKGROUND

An air quality analysis for the proposed amendment was not required as none of the projects are capacity improvements. All of the proposed projects are operational, pedestrian safety, of data improvement projects, and are exempt from air quality analysis.

A 21-day public comment period preceded this public hearing (February 22 to March 14). The draft documents were posted on the agency website and a notice was published in the Reno Gazette-Journal per the RTC Public Participation Plan. No comments have been received to date.

ADVISORY COMMITTEE(S) RECOMMENDATION

The Technical Advisory Committee and Citizens Multimodal Advisory Committee met on March 6, 2019 and recommended approval of the amendment.

Attachments

RESOLUTION

RESOLUTION AUTHORIZING THE ADOPTION OF AMENDMENT NO. 2 TO THE FEDERAL FISCAL YEARS (FFY) 2018-2022 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP) FOR THE RENO-SPARKS URBANIZED AREA.

WHEREAS, Title 23 Code of Federal Regulations, Part 450, and Title 49 Code of Federal Regulations, Part 613, require the preparation of a Regional Transportation Improvement Program (RTIP) by the Metropolitan Planning Organization (MPO) at least every four years; and

WHEREAS, the Regional Transportation Commission of Washoe County (RTC) has been designated by the Governor of the State of Nevada as the Metropolitan Planning Organization (MPO) for Washoe County; and

WHEREAS, the RTC, through the conduct of a continuing, comprehensive and coordinated transportation planning process carried out in conjunction with the RTC member entities and the Nevada Department of Transportation and in conformance with all applicable federal requirements, prepared the FFY 2018-2022 RTIP which includes all federal and non-federal regionally significant transportation projects; and

WHEREAS, the RTC finds Amendment No. 2 to the FFY 2018-2022 RTIP in conformance with the 2040 Regional Transportation Plan (RTP) ; and

WHEREAS, the RTC finds that pursuant to Title 40 of the Code of Federal Regulations, Part 93, this RTIP amendment conforms with the intent of the State Air Quality Implementation Plan; and,

WHEREAS, the RTC finds that current fiscal resources are adequate to develop, operate and maintain the transportation system, and finds that the FFY 2018-2022 RTIP is limited to projects for which funds are available or committed; and

WHEREAS, the FFY 2018-2022 RTIP has been prepared through a process of community and agency coordination and participation in accordance with the RTC's adopted Public Participation Plan and all applicable federal requirements;

NOW, THEREFORE, BE IT RESOLVED that the Regional Transportation Commission does hereby adopt and endorse Amendment No. 2 to the FFY 2018-2022 Regional Transportation Improvement Program.

CERTIFICATE

The undersigned, duly qualified Chairperson of the Regional Transportation Commission, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on March 15, 2019.

Bob Lucey, Chairman
Regional Transportation Commission

STATE OF NEVADA)
 §
COUNTY OF WASHOE)

This instrument was acknowledged before me on March 19, 2019, by Bob Lucey, Chairman of the Regional Transportation Commission.

Notary Public

**Regional Transportation Commission of Washoe County
MPO Self Certification and Federal Certification**

The Regional Transportation Commission of Washoe County (RTC) certifies that the metropolitan planning process is being carried out in accordance with all applicable requirements including:

1. 23 U.S.C. 134, 49 U.S.C. 5303, and 23 CFR Part 450;
2. Sections 174, 176(c) and 176(d) of the Clean Air Act as amended (42 U.S.C. 7504, 7506(c), 7506(d)), and 40 CFR Part 93;
3. Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000d-1) and 49 CFR Part 21;
4. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
5. Section 1101(b) of the MAP-21 (Pub. L. 112-141) and 49 CFR Part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
6. 23 CFR Part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
7. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
8. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
9. Section 324 of Title 23 U.S.C. regarding the prohibition of discrimination based on gender;
10. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR Part 27 regarding discrimination against individuals with disabilities; and
11. Public notice of public involvement activities and time established for public review and comment on the Regional Transportation Improvement Program will satisfy the Program of Projects requirements of the Section 5307 Program.

CERTIFICATE

The undersigned, duly qualified Chairperson of the Regional Transportation Commission, certifies that the foregoing is a true and correct copy of a certification adopted at a legally convened meeting held on March 15, 2019.

Bob Lucey, Chairman
Regional Transportation Commission

ATTACHMENT C

Amendment 19-03 RTC Washoe
Transportation Improvement Program FFY 2018-2022 Amendment 2

6 Projects Listed

WA20180096 (Ver 1) 19-03 **FEDERAL**

Title: SR 659 Construct Roundabout McCarran Blvd
 Description: Construct roundabout
 Project Type: Other Misc. AQ: Exempt TCM: No NDOT: District 2

County: Washoe Limits: Primary Crossstreet: McCarran Blvd, Secondary Crossstreet: Baring Blvd

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2019	HSIP	\$0	\$0	\$2,850,000	\$0	\$2,850,000
2019	State Match - Nv	\$0	\$0	\$150,000	\$0	\$150,000
2019-2023 TOTAL		\$0	\$0	\$3,000,000	\$0	\$3,000,000
ALL YEARS TOTAL		\$0	\$0	\$3,000,000	\$0	\$3,000,000

MPO: RTC Washoe Lead Agency: Nevada DOT

WA20180097 (Ver 1) 19-03 **FEDERAL**

Title: SR 659 Intersection Safety Improvements McCarran Blvd
 Description: Intersection improvements, reconstructing slip lanes, and buffered bike lane
 Project Type: Other Misc. AQ: Exempt, All Projects - Intersection channelization projects. TCM: No NDOT: District 2

County: Washoe Limits: Primary Crossstreet: Greg, Secondary Crossstreet: Prater Way

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2019	HSIP	\$0	\$0	\$2,850,000	\$0	\$2,850,000
2019	State Match - Nv	\$0	\$0	\$150,000	\$0	\$150,000
2019-2023 TOTAL		\$0	\$0	\$3,000,000	\$0	\$3,000,000
ALL YEARS TOTAL		\$0	\$0	\$3,000,000	\$0	\$3,000,000

MPO: RTC Washoe Lead Agency: Nevada DOT

WA20180098 (Ver 1) 19-03 **FEDERAL**

Title: SR 447 Install Pedestrian and Safety Improvements Pyramid Lake Paiute Community Of Wadsworth

Description: Install pedestrian and safety improvements

Project Type: Pedestrian

AQ: Exempt, Safety - Safety Improvement Program.

TCM: No NDOT: District 2

County: Washoe

Limits: Nearest Crossstreet: Wadsworth

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2020	HSIP	\$50,000	\$0	\$0	\$500,000	\$550,000
2020	Local Fund	\$0	\$0	\$0	\$475,000	\$475,000
2020	State Match - Nv	\$2,500	\$0	\$0	\$25,000	\$27,500
2019-2023 TOTAL		\$52,500	\$0	\$0	\$1,000,000	\$1,052,500
ALL YEARS TOTAL		\$52,500	\$0	\$0	\$1,000,000	\$1,052,500

MPO [RTC Washoe](#)

Lead Agency [Nevada DOT](#)

WA20180099 (Ver 1) 19-03 **FEDERAL**

Title: City of Sparks Police Department Data Improvement and Upgrade

Description: Data improvement and upgrading

Project Type: Study/Planning

AQ: Exempt, Safety - Safety Improvement Program.

TCM: No NDOT: District 2

County: Washoe

Limits: Not Location Specific

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2019	HSIP	\$0	\$0	\$0	\$61,348	\$61,348
2019	Local Fund	\$0	\$0	\$0	\$3,229	\$3,229
2019-2023 TOTAL		\$0	\$0	\$0	\$64,577	\$64,577
ALL YEARS TOTAL		\$0	\$0	\$0	\$64,577	\$64,577

MPO [RTC Washoe](#)

Lead Agency [Nevada DOT](#)

Amendment 19-03 RTC Washoe
Transportation Improvement Program FFY 2018-2022 Amendment 2

6 Projects Listed

WA20180103 (Ver 1) 19-03

FEDERAL

Title: UNR Police Department Data Improvement and Upgrade

Description: Data improvement and upgrading

Project Type: Study/Planning

AQ: Exempt, Safety - Safety Improvement Program.

TCM: No NDOT: District 2

County: Washoe

Limits: Not Location Specific

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2019	HSIP	\$0	\$0	\$0	\$17,267	\$17,267
2019	Local Fund	\$0	\$0	\$0	\$909	\$909
2019-2023 TOTAL		\$0	\$0	\$0	\$18,176	\$18,176
ALL YEARS TOTAL		\$0	\$0	\$0	\$18,176	\$18,176

MPO RTC Washoe

Lead Agency Nevada DOT

WA20190002 (Ver 1) 19-03

FEDERAL

Title: U-Pass Start-up Program

Description: Seed money to establish a Universal Access Transit Pass (U-Pass) program with the University of Nevada, Reno (UNR) to provide unlimited access to RTC RIDE transit routes.

Project Type: Transit - Other

AQ: Exempt, Mass Transit - Transit operating assistance.

TCM: No NDOT: District 2

County: Washoe

Limits: Not Location Specific

FED FY	Revenue Source	PE	ROW	CON	OTHER	TOTAL
2019	CMAQ - Washoe County	\$0	\$0	\$0	\$76,000	\$76,000
2019	Local Fund	\$0	\$0	\$0	\$4,000	\$4,000
2019-2023 TOTAL		\$0	\$0	\$0	\$80,000	\$80,000
ALL YEARS TOTAL		\$0	\$0	\$0	\$80,000	\$80,000

MPO RTC Washoe

Lead Agency RTC Washoe

**OFFICIAL NOTICE OF PUBLIC HEARING BEFORE THE REGIONAL
TRANSPORTATION COMMISSION OF WASHOE COUNTY, NEVADA**

Notice is hereby given that a public hearing for the following subject will be conducted on:

**FRIDAY, MARCH 15, 2019
WASHOE COUNTY COMMISSION CHAMBERS
1001 E. 9TH STREET, BLDG. A
RENO, NEVADA
TIME CERTAIN 9:10 AM**

**FFY 2018-2022 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM
AMENDMENT NO. 2**

The purpose of the hearing will be to discuss and consider Amendment No. 2 to the 2018-2022 Regional Transportation Improvement Program (RTIP). The RTIP was developed in accordance with the Fixing America's Surface Transportation (FAST) Act. The RTIP is being used to meet the program of projects for public transportation.

The FFY 2018-2022 RTIP is a five-year plan of major state highway, regional road, transit, bicycle, and pedestrian projects for Washoe County. The RTIP represents a prioritized program directed at meeting Washoe County's growing transportation needs while improving the region's air quality, transportation efficiency, safety and mobility. The RTIP is required by federal regulation and serves as a useful tool in planning and programming transportation system improvements.

Amendment No. 2 will add several projects being implemented by the Nevada Department of Transportation (NDOT), including intersection safety projects on McCarran Boulevard, construction of a roundabout at McCarran Boulevard and Baring Boulevard, pedestrian improvements on SR447 in Wadsworth, and data improvement projects for the Sparks and University of Nevada, Reno (UNR) Police Departments. In addition, the RTC is proposing inclusion of the Universal Access Transit Pass (U-Pass) program with UNR to provide unlimited access to RTC RIDE transit routes for university students, faculty, and staff.

Interested parties will be provided an opportunity to appear and present written or oral comments. Requests for auxiliary aids or services to assist individuals with disabilities should be made with as much advance notice as possible. These requests should be directed to Denise Thompson at 348.0400. Copies of the proposed amendment to the 2018-2022 RTIP are available for viewing and comment during regular business hours at the RTC Planning Offices at 1105 Terminal Way, Suite 211, Reno and on the RTC website (www.rtcwashoe.com). Should this document be approved with changes, copies will be made available for public review at the above locations.

Lee G. Gibson, AICP
Executive Director



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

March 15, 2019

AGENDA ITEM 5.1

TO: Regional Transportation Commission

FROM: Lee G. Gibson, AICP
Executive Director

SUBJECT: Director's Report

Monthly verbal update/messages from RTC Executive Director Lee G. Gibson – *no action will be taken on this item.*



REGIONAL TRANSPORTATION COMMISSION

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March 15, 2019

AGENDA ITEM 5.2

TO: Regional Transportation Commission

FROM: Lee G. Gibson, AICP
Executive Director

SUBJECT: Federal Report

Monthly update/messages from RTC Executive Director Lee G. Gibson – *no action will be taken on this item.*

Federal Update for RTC of Washoe County
Prepared by Cardinal Infrastructure and Thompson Coburn
March 15, 2019 RTC Board Meeting

Earmarks and FY 2020 Budget

House Democrats don't plan to revive earmarks (directed spending typically for identified projects) during the upcoming Fiscal Year (FY) 2020 appropriations process, though they expect to continue discussing the issue with their Republican colleagues. House Appropriations Chairwoman Nita Lowey (D-NY) wrote in a letter, "Unfortunately, there is currently not the necessary bipartisan, bicameral agreement to allow the Appropriations Committee to earmark." In the letter, Lowey communicated that bipartisan discussions about just how to bring back earmarks would continue during the 116th Congress.

In the Senate, Labor-HHS-Education Appropriations Subcommittee Chairman Roy Blunt (R-MO) said, "I think if the House would have changed their rule, we would have had to reconsider. But I think it's unlikely that the Senate takes the lead there."

The President's FY 2020 budget is expected in Mid-March. Its submittal was delayed due to the partial Federal Government shutdown. FTA's Capital Investment Grant program report for FY 2020 is rumored to be submitted to Congress a week after the budget.

Bus Shields

A new version of the Bus Operator and Pedestrian Protection Act was introduced. The bill, H.R. 1139, the Transit Worker and Pedestrian Protection Act, "aims to prevent assaults, further increase public safety by eliminating dangerous and unnecessary blind spots, and provide additional upgrades to the transportation systems in our communities," according to a sponsor of the bill, Congresswoman Napolitano (D-CA). Of the delegation, Congresswoman Titus is a co-sponsor.

The bill would provide transit agencies two years to develop Bus Operations Safety Risk Reduction Programs in partnership with their transit workforce, and with oversight from the U.S. Department of Transportation. The bill authorizes \$25 million per year for five years to pay for the implementation of these safety improvements as part of their Bus Operations Safety Risk Reduction Programs, which includes:

- Assault mitigation infrastructure and technology, including barriers
- De-escalation training for bus drivers
- Modified bus specifications and retrofits to reduce visibility impairments
- Driver assistance technology that reduces accidents
- Installation of bus driver seating to reduce ergonomic injuries
- Report all assaults on bus drivers to NTD

Advanced Refunding

The Tax Cuts and Jobs Act of 2017 repealed the exclusion of interest income earned on advance refunding bonds from federal income taxation. This change makes it more difficult for states and local governments to take advantage of a favorable interest rate environment through a refunding of existing bonds (similar to individuals refinancing their home mortgage) which had enabled them to reduce their borrowing costs and free up resources for new projects. A bill was recently introduced that restores the tax-exemption for advance refunding bonds so states and local governments can take advantage of favorable interest rates and more efficiently manage their financial obligations.

Highway Trust Fund

The House Ways and Means Committee, which has jurisdiction over tax issues, held a hearing on, "Our Nation's Crumbling Infrastructure and the Need for Immediate Action." Testifying on the first panel was Transportation and Infrastructure Chairman DeFazio (D-OR) and Ranking Member Graves (R-MO).

In DeFazio's opening remarks, he stated, "My Committee colleagues and I stand ready to direct investment to bring our highways, bridges, transit systems, rail lines, aviation system, and water infrastructure to a state of good repair..." He further remarked, "...we have to provide real revenue for our surface transportation network to shore up the Highway Trust Fund (HTF)."

Graves' agreed with DeFazio in his opening remarks, "The federal government has long played a leading role in infrastructure investment, and we need to continue that role and serve as a reliable partner to state and local governments." With respect to the HTF he said, "All options are on the table, and I'm open-minded to any potential solution." Though not outwardly endorsing an increase to the gas tax, he left the door open. His encouragement of looking into a Vehicle Miles Traveled (VMT) tax also came with the current challenges to pursuing such a system - privacy, data security, etc.

During the hearing, Ways and Means Ranking Member Brady (R-TX) criticized the "diversion" of HTF dollars to "non-highway uses," remarking, "As we begin this work we should also recognize the challenges, among them the fact that our highway infrastructure program is too often a leaky bucket, with nearly 20 percent of funding diverted to non-highway uses" – which was a reference to the statutory allocation of funds to the Mass Transit Account.

Congressman Doggett (D-TX) noted that any committee action "will have to be done on a bipartisan basis – and that will be particularly challenging." He also said that any deal Congress puts out will need the President's endorsement, stating, "...we need an unequivocal commitment from President Trump – something that's very difficult to get – in public, to a specific plan before that can happen."

White House Infrastructure Initiative

Cardinal Infrastructure participated in a briefing call and listening session on infrastructure with senior Administration officials hosted by the White House Office of Intergovernmental Affairs. The call provided an opportunity for state and local leaders to voice input on the Administration's upcoming infrastructure package.

Andrew Olmem, Deputy Adviser to the President and Deputy Director of the National Economic Council provided an overview of the Administration's efforts on infrastructure thus far, including:

- The President's "One Federal Decision" Executive Order to review and streamline federal permitting processes;
- The White House infrastructure proposal outline in last year's budget;
- Active bipartisan discussion with Congress on an infrastructure agreement; and
- Reauthorization of the Federal Aviation Administration.

Mr. Olmem outlined a few major infrastructure goals for the Administration in the months ahead:

- To use the upcoming surface transportation reauthorization to advance any major infrastructure reform efforts;
- To pursue additional permitting reforms;

- To identify and pursue innovative financial mechanisms to minimize municipal burdens for infrastructure projects and leverage federal dollars (meaning private sector participation in funding projects); and
- To advance large “bread and butter” projects, such as roads, bridges, and ports, as well as digital infrastructure, broadband projects, and 5G expansion.

State and local officials brought a host of concerns and preferences to the Administration’s attention, during the conference call, including: green infrastructure and resiliency; improving the discretionary grant application process to enhance small cities’ ability to access competitive funding; revenue solutions to address the solvency of the Highway Trust Fund and increase funding; and providing additional resources for infrastructure necessary for disaster mitigation and recovery.

Governors and Infrastructure

The White House held a session on infrastructure with governors in Washington, DC for the National Governors Association meeting. Attendees included USDOT Secretary Elaine Chao and Commerce Secretary Wilbur Ross. The discussion referenced priorities discussed in the President's initial infrastructure proposal provided in the Administration 2018 budget request; focusing on regulatory and permitting process changes, as well as leveraging existing federal funds with increased state and local investments. The session also emphasized the "self-help" option the Heritage Foundation and the Administration have emphasized.

The readout from the session stated: Governors and Administration officials discussed the inefficiencies in the current Federal regulatory and permitting process that delays new infrastructure projects across the country, how Federal funds can best be used to increase State and Local infrastructure investments, and how States have addressed their own infrastructure backlogs.

US DOT Personnel

The White House officially announced its intent to nominate US DOT Deputy Secretary Jeff Rosen to Deputy Attorney General at the Department of Justice. While the White House/FBI background check made during his vetting process for Deputy Secretary could be applied to his new nomination, Rosen will need to go through the Senate confirmation process. Rosen’s support of transit projects has apparently been less than favorable and his departure will provide an opportunity for the more efficient administration of discretionary grant programs. We will be closely monitoring potential successors.



REGIONAL TRANSPORTATION COMMISSION

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March 15, 2019

AGENDA ITEM 5.3

TO: Regional Transportation Commission

FROM: Kristina Swallow, Director NDOT

SUBJECT: Nevada Department of Transportation

Monthly verbal update/messages from NDOT Director Kristina Swallow – *no action will be taken on this item.*



REGIONAL TRANSPORTATION COMMISSION

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March 15, 2019

AGENDA ITEM 6.1

TO: Regional Transportation Commission

FROM: Jeff Wilbrecht, P.E.
Engineer II

A handwritten signature in blue ink, appearing to read "Lee G. Gibson", is written over a horizontal line. Below the line, the text "Lee G. Gibson, AICP" and "Executive Director" is printed in a black, sans-serif font.

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

RECOMMENDATION

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

SUMMARY

Roadway Design:

The 100 percent design plans are complete and under final review by the RTC and City of Reno for roadway reconstruction and BRT elements of the project for both Midtown and UNR segments of the project. Following this final review and the incorporation any final comments, the plans and specifications will be finalized for construction.

The RTC, construction manager at risk, consultants, and independent cost estimator have started working on the guaranteed maximum price negotiations necessary for the CMAR process. This process has included workshops to discuss all elements of the project, including the development of the construction cost, schedule, risk register and various contractor plans to be incorporated into the finalized construction contract.

Early Work Utility Project:

Construction activities associated with the utility project are progressing well. The contractor is working on the final construction activities associated with the utility phase of the project. Utility companies have begun installing fiber-optic cables, power cables, and copper communication facilities into the newly installed conduit infrastructure in anticipation of tie-overs. Once tie-overs are complete, utility companies will begin to wreck out old infrastructure that is in conflict with the proposed roadway improvements. Construction crews have also completed the majority of the TMWA water work within the Midtown area and are working on the final storm drain elements.

As the scope of work for the utility project begins to conclude, traffic control will be removed from the corridor and traffic will return to the previous two-way configuration until roadway reconstruction commences.

The primary purpose of the utility phase of the project is to remove utility related conflicts from the planned improvements within South Virginia Street. With the utility project planned to conclude in mid-March, utility companies will then have a contractual duration to tie-over their facilities and begin wrecking out their old facilities.

Once the tie-overs are complete and the procurement process of the CMAR contractor is finalized, the roadway reconstruction and BRT improvements can commence. This work is tentatively scheduled for June/July 2019. With that start date, the roadway reconstruction and BRT improvements are tentatively scheduled to be complete by the end of 2020.

Outreach Activities:

Through the month of February the project team supported a social media even – Fit 'N' February. This event promoted the fitness and wellness business in midtown. The event also served as a way to remind people of all the fitness and wellness businesses in Midtown.

The RTC has continued community outreach and is working with City of Reno staff on how to proceed with the final design finishes, including seating and bike racks, to best determine how those elements can be more decorative as requested by the community.

February outreach event includes a Fit 'N' February event to support the fitness and wellness community of both businesses and patrons within the corridor. The community is encouraged to continue to share their positive Midtown experiences on social media using the hashtag #VirginiaStreetProject for an opportunity to receive a gift card to a participating Midtown business.

Other upcoming outreach activities will include business-support workshops for businesses owners and employees who are impacted by construction. The workshops will focus on various marketing, social media, and leadership discussions by local experts in those fields. These workshops will tentatively take place following the utility project and prior to the start of construction in Midtown. Future outreach will also include video content to support Midtown businesses.

The project team continues to meet with stakeholders throughout the Midtown corridor. The majority of the meetings over the past month have been smaller one-on-one meetings with individual business owners and small groups to provide information about the project and scheduled utility outages.

As part of the Virginia Street project outreach plan, the project team is partnering with participating Midtown businesses who enroll in the Business Patronage Program to help promote, advertise, and market to customers during construction. This includes special events specifically

created to encourage the public to visit Midtown. All Midtown businesses are encouraged to enroll. To date, there are 238 businesses enrolled in the program.

Supporting the project team's goal of strong and extensive outreach and community awareness, there have been a number of media stories published and broadcast about the project that illustrate the accessibility to Midtown during construction. Much of the coverage has been positive underscoring construction is not as bad as was expected by many of the businesses, and in some cases business has increased or remained steady. Additionally, the added temporary parking within construction areas and the Lyft discount has helped ease the impacts associated with construction.

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

FISCAL IMPACT

Funding for work tasks associated with the utility phase of the project have been approved with the FY 2019 Program of Projects and is included in the current approved RTC budget. There is no additional cost in connection with this agenda item.

PREVIOUS ACTIONS BY BOARD

- | | |
|---------------|---|
| July 20, 2018 | Approved a Professional Services Agreement with Atkins North America for the Construction Management Services for the utility construction phase. Approved an Agreement with Sierra Nevada Construction Inc. for the construction of the early work utility construction phase. Authorized the finalization and execution of five utility relocation and reimbursement agreements into the agreement for early construction work. |
| June 15, 2018 | Approved an Amendment to the Construction Manager At Risk (CMAR) Pre-Construction Agreement between the RTC and Sierra Nevada Construction Inc. for the Virginia Street Bus RAPID Extension Project |
| May 21, 2018 | Approved a Request for Proposals (RFP) for Construction Services for the Virginia Street Bus RAPID Transit Extension Project. |
| June 17, 2016 | Approved the Final Rankings of the Proposers and Selection of a Contractor for Construction Manager at Risk (CMAR) for Pre-Construction Services and authorized the Executive Director to execute a Pre-Construction Services Agreement with SNC for the Virginia Street RAPID Extension Project. |

- March 18, 2016 Approved the RFP for the Construction Manager at Risk method of project delivery for the Virginia Street Bus RAPID Transit Extension Project.
- March 18, 2016 Approved Amendment No. 1 to the Professional Services Agreement with NCE for Final Design for the Virginia Street Bus RAPID Transit Extension Project.
- October 16, 2015 Acknowledged receipt of an update on the Virginia Street Bus RAPID Transit Extension Project and approve the local preferred alternative.
- August 21, 2015 Acknowledged receipt of an update and provided direction on the alternative selection for the Virginia Street Bus RAPID Transit Extension Project.
- July 17, 2015 Acknowledged receipt of a report on the Virginia Street Bus RAPID Transit Extension Project.
- April 17, 2015 Acknowledged receipt of a report on the development of the Virginia Street Bus RAPID Transit Extension Project.
- October 17, 2014 Approved the selection of NCE for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.
- July 25, 2014 Approved the RFP for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.

ADVISORY COMMITTEE(S) RECOMMENDATION

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



REGIONAL TRANSPORTATION COMMISSION

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March 15, 2019

AGENDA ITEM 6.2

TO: Regional Transportation Commission

FROM: Judy L. Tortelli
Engineer II



Lee G. Gibson, AICP
Executive Director

SUBJECT: Bus Stop Improvement and Connectivity Program (Bus Stop ICP) Progress Update

RECOMMENDATION

Acknowledge receipt of the Bus Stop Improvement and Connectivity Program (Bus Stop ICP) progress report.

SUMMARY

Background

The RTC RIDE system has 1,012 total active RTC bus stops. Most are located in public right-of-way and were installed prior to the Americans with Disabilities Act (ADA) of 1990. Nearly half of all existing bus stops consist of just a pole and a sign designating the stop. Since passage of the ADA, the RTC has made a concerted effort to ensure all new bus stops meet ADA requirements, while making improvements to existing bus stops as funding and development patterns allow. Installation of new, and improvements to existing bus stops, are typically implemented in the following ways:

- Bus stop improvements may be constructed as part of RTC Streets and Highways Program, dependent upon project scope and available funding
- RTC Fuel Tax funding is allocated annually for ADA pedestrian improvements throughout the community
- As part of the development review process, RTC requests local jurisdictions require developers to make bus stop improvements whenever there is a need adjacent to the development

The RTC Public Transportation and Operations budget includes a modest amount of sales tax funding for annual bus stop improvements, typically less than \$200,000 has been budgeted annually in recent fiscal years (FY). ADA improvements are costly, and limited funding has resulted in relatively slow integration of ADA compliant bus stops throughout the community.

In FY 2016, improvements were made to five bus stops including three new ADA pads. In FY 2017, improvements were made at five additional bus stop locations including new ADA pads at a cost of approximately \$53,000. Also, the Grand Sierra Resort (GSR) funded the construction of three new passenger shelter pads and NDOT installed three new pads as well as accessibility improvements to four stops in Sun Valley. In FY 2018, ADA improvements were made to four bus stops at a cost of approximately \$81,000.

During the January 19, 2018 RTC Board Meeting, the RTC Director of Public Transportation and Operations addressed the Board to provide a status update on RTC's bus stop program. The Board's motion resulting from the update provided direction for, "RTC staff to work with the three entities in the region to create an enforcement policy or process in regards to accessibility improvements of our bus stops. Additionally, staff is to create a new standard for the type of stops to be installed."

The FY 2019 budget reflects the RTC Board's approved increase in funding that will allow RTC to continue upgrading existing bus stops to be in conformance with ADA requirements, at an expedited rate in comparison with recent budget years. This increase in funding has established the Bus Stop Improvement and Connectivity Program (Bus Stop ICP). All active existing bus stops have been reviewed to document the presence or absence of a 5' x 8' ADA boarding and alighting pad. The results of that review indicate approximately 60% of bus stops currently do not meet the ADA pad requirement. That data has been used to prioritize non-compliant bus stops based on the following factors: overall operational safety, boarding/alighting activity, (particularly among seniors and persons with disabilities), available right-of-way, and frequency of service.

Program Overview

The Bus Stop Improvement and Connectivity Program (Bus Stop ICP) is intended to be a multi-year program to achieve ADA compliance. In an effort to achieve progress quickly, RTC plans to tackle locations with minimal design constraints (drainage deficiencies, utility issues, Right-of-Way limitations, etc.) first. These locations, ranked by ridership and need, will be compared to RTC's 2040 RTP, Annual Pavement Preservation Program, Bicycle and Pedestrian Master Plan, and Complete Streets Master Plan to ensure proposed improvements are not replaced with a future project planned in the next 5 years. The goal of the program is to cost effectively improve existing bus stops and accessibility to bus stops for RTC customers in accordance with the planning documents listed above. The Bus Stop ICP includes ADA pad and access improvements at various existing active bus stops throughout the community; however, bus stop amenities (shelters, benches, trash receptacles) will be installed by RTC Transit at a later date under separate contract.

In November 2018, Staff advertised a Request for Qualifications (RFQ) to select a consultant that is qualified and capable of providing Engineering Design and Construction Management Services for the Bus Stop (ICP) over the next three (3) years. RTC has negotiated a Professional Services Agreement (PSA) with the selected proposer which will allow RTC to negotiate and issue task orders annually depending on needs and budget for the program. RTC will negotiate and issue Task Order 1 for projects in the 2019 construction season based on its current budget. Depending on funding

availability in future fiscal years, and based on performance and successful completion of Task Order 1, RTC would then negotiate and issue Task Order 2 for projects in the 2020 construction season and Task Order 3 for projects in the 2021 construction season. If utilized, Task Orders 2 and 3 would be included as a future Agenda Item for the Board's review, in the form of a proposed amendment to the PSA. The scope of services for each task order will generally include: project management, project development, preliminary design, final design, cost estimating, prioritization of improvements, construction oversight and documentation.

The Bus Stop ICP is a cooperative effort between RTC Planning and Engineering. The RTC is currently working on an update to its ADA Transition Plan that will review accessibility of all RTC facilities. The plan update is expected to be completed by December 2019. As part of this plan update, the RTC is utilizing a consultant to further evaluate ADA compliance of approximately 360 bus stops. This will include a review of the adjacent sidewalk and measurement of a clear and level 5' x 8' landing pad. The scope of that work does not include design or identification of Right-of-Way issues. The results of the updated ADA Transition Plan will provide a revised prioritization of bus stop improvements for future years. Bus stops that are not constructed in 2019 will be added to the ADA Transition Plan's list of bus stop improvements for future years.

Current Status

Following the Request for Qualifications (RFQ) Evaluation process, CA Group, Inc. was the most qualified firm out of six (6) firms that submitted responsive proposals for the Engineering Design and Construction Management Services for the Bus Stop Improvement and Connectivity Program RFQ advertised on November 21, 2018. Negotiation of CA Group's scope, schedule, and budget indicated the amount of Design and Engineering During Construction (EDC) Services is within the appropriated budget.

Approximately 100 bus stop locations have been identified as candidates for improvements in Task Order 1. Staff anticipates design and construction of improvements for approximately 60 bus stop locations during the first year of the Program. Construction is tentatively scheduled to occur in October through November 2019.

Moving Forward

\$2,000,000 of Fuel Tax funding (NRS 373), has been identified for Bus Stop ICP Design and Construction Services for FY 2020. This amount was approved during the January 18, 2019 RTC Board Meeting. It is anticipated that design services for Task Order 2 will be authorized in July 2019 so a second construction bid package can be advertised in the spring of 2020.

FISCAL IMPACT

Appropriations are included in the approved FY 2019 Board approved budget.

PREVIOUS ACTIONS BY BOARD

January 19, 2018	Acknowledged receipt of an update report on bus stop accessibility and improvements
November 16, 2018	Authorized an RFQ for Engineering Design and Construction Management Services for the Bus Stop Improvement and Connectivity Program
January 18, 2019	Approved the Fiscal Year (FY) 2020 Street and Highway Program of Projects (POP)

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations pertaining to this report.



REGIONAL TRANSPORTATION COMMISSION

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March 15, 2019

AGENDA ITEM 6.3

TO: Regional Transportation Commission

FROM: Dale Ferguson
RTC Chief Legal Counsel



Lee G. Gibson, AICP
Executive Director

SUBJECT: Resolution of Condemnation for property rights related to APN 011-133-04, necessary to construct the California & Keystone Interchange Enhancements Project

RECOMMENDATION

Approve a Resolution of Condemnation authorizing RTC’s legal counsel to commence condemnation proceedings to acquire a permanent easement and a temporary construction easement on APN 011-133-04 from 7-Eleven, Inc. (formerly the Southland Corporation), necessary to construct the California & Keystone Interchange Enhancements Project.

SUMMARY

At the January 18, 2019, RTC Board Meeting, the Commission approved an Amendment to the Professional Services Agreement with Wood Rodgers, Inc. for Engineering during Construction (EDC) of the California & Keystone Interchange Enhancements Project (the “Project”).

Through an Interlocal Cooperative Agreement with the City of Reno dated August 14, 2017, the RTC has been authorized to negotiate and/or initiate eminent domain proceeding for right-of-way acquisition when necessary for the Project. RTC has been attempting to negotiate the purchase of property rights needed to construct the Project from the owner of APN 011-133-04. Those efforts have been unsuccessful to date.

To ensure timely construction of the Project, the approval of this Resolution of Condemnation allows the RTC to initiate condemnation proceedings for these property rights. Proper notice of this agenda item has been provided to the property owner as required by the Nevada Revised Statutes. In order to minimize potential delays to the Project, the proposed resolution of condemnation (see Attachment A) is requested now so that legal counsel can seek a court ordered “right-of-entry” and/or order for immediate occupancy should negotiations with property owners not result in the acquisition of the property rights through purchase. Every effort to reach satisfactory purchase agreements will continue to be made until a complaint in eminent domain is filed with the court. Thereafter, the RTC will continue to attempt to negotiate a resolution that is fair and equitable.

FISCAL IMPACT

The costs to acquire the subject property interests have been budgeted; however, the fiscal impact cannot be determined at this time. Aside from legal fees, there is the potential that the compensation to the property owner may increase as a result of legal settlement.

PREVIOUS ACTIONS BY BOARD

- | | |
|-------------------|---|
| January 18, 2019 | Approved Amendment No. 2 to the Professional Services Agreement with Wood Rodgers, Inc. for Engineering during Construction (EDC) of the California & Keystone Interchange Enhancements Project |
| December 15, 2017 | Approved a Professional Services Agreement (PSA) with Wood Rodgers, Inc. for the California Avenue and Keystone Avenue Interchange Enhancements project for design services in the amount of \$123,445. |
| October 17, 2014 | Approved the Keystone Corridor Study, which included concepts for California Intersection Safety & Multimodal Improvements. An early action alternative to reconfigure the intersection primarily within existing right-of-way to accommodate sidewalks and bike lanes on the eastbound side of California Avenue was envisioned. The existing eastbound free flow auto travel lane would be changed to a standard signalized intersection. An ADA compliant ramp would be constructed to replace the existing stairs on the north side of California Avenue. |

ADDITIONAL BACKGROUND

The final design builds upon Alternative F as identified in the Keystone Avenue Corridor Study. Anticipated improvements include the re-alignment of the Keystone and California intersection, lane reconfigurations, pavement section reconstruction, sidewalk, curb and gutter, new PROWAG compliant pedestrian sidewalks and ramps and other incidentals necessary for the final design of this facility. Wood Rogers has developed 100% design plans, which are under review by City of Reno staff. The project is scheduled to bid in summer 2019 and Wood Rodgers has been retained for Engineering during Construction (EDC) services

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations regarding this report.

Attachment

RESOLUTION OF CONDEMNATION

WHEREAS, it is necessary for the Regional Transportation Commission of Washoe County, hereinafter referred to as "RTC," to provide regional transportation facilities which are of a quality and standard necessary to satisfactorily meet the needs of the traveling public; and

WHEREAS, in recognition of such needs, the RTC approved the California & Keystone Interchange Enhancements Project, hereinafter referred to as "Project," as part of an Interlocal Cooperative Agreement ("ICA") dated August 14, 2017; and

WHEREAS, in the ICA dated August 14, 2017, the City of Reno authorized the RTC to initiate eminent domain proceedings on behalf of the City, if required, for the acquisition of right-of-way for the Project; and

WHEREAS, Chapter 277A of Nevada Revised Statutes provides that the RTC may exercise the power of eminent domain, if the city or county which has jurisdiction over the property approves; and

WHEREAS, the current owner of record of the property interests to be acquired, insofar as is known to the RTC, is 7-Eleven, Inc. (formerly the Southland Corporation).

NOW, THEREFORE, the members of the Regional Transportation Commission of Washoe County do hereby find:

1. That proper notice of the RTC's intent to consider eminent domain action to acquire the relevant property interests of the above referenced owner(s) has been given as required by NRS 241.034.
2. That RTC staff first contacted the landowner about the property interests of a permanent easement and a temporary construction easement located on APN 011-133-04 as described in Exhibit "A" and depicted on Exhibit "B," attached hereto and incorporated herein by reference, on or about November 21, 2018. While there have been discussions, proposals and offers made, all efforts to reach a mutually acceptable agreement for the acquisition of the property interests through purchase have been unsuccessful to date.
3. That the property interests to be acquired in conjunction with the above referenced Project are to be applied to a public use, to wit, the California & Keystone Interchange Enhancements Project.
4. That the property interests described herein are necessary to such public use.

Based on the aforementioned findings of fact, the RTC does hereby direct:

1. That RTC's legal counsel initiate, if needed, eminent domain proceedings on behalf of the RTC in accordance with provisions of Chapters 37 and 277A of Nevada Revised Statutes to acquire the property interests described in Exhibit "A" and depicted on Exhibit "B".

2. That said legal counsel shall commence and prosecute in the name of the RTC, eminent domain proceedings in the court having jurisdiction of the property interests described in Exhibit "A" and depicted on Exhibit "B."

3. That said legal counsel is authorized to pursue all actions deemed appropriate for the successful prosecution of this case, including but not limited to, an application to the court for an order permitting the RTC to take immediate possession of said property interests for the construction of the Project, upon complying with conditions imposed by law.

Upon motion of Commissioner _____, seconded by Commissioner _____, the foregoing Resolution was passed and adopted this 15th day of March, 2019, by the following vote of the Regional Transportation Commission:

AYES: _____

NAYS: _____

ABSTAIN: _____

Approved this 15th day of March, 2019.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY, STATE OF NEVADA

BY _____
BOB LUCEY, CHAIR

STATE OF NEVADA
COUNTY OF WASHOE

The above-instrument was acknowledged before me this 15th day of March, 2019, by Bob Lucey,
Chair of the Regional Transportation Commission.

Notary Public

EXHIBIT A

EXHIBIT A LEGAL DESCRIPTION FOR PUBLIC USE EASEMENT

All that certain real property situate within a portion of the Northwest One-Quarter (NW 1/4) of Section Fourteen (14), Township Nineteen (19) North, Range Nineteen (19) East, Mount Diablo Meridian, City of Reno, County of Washoe, State of Nevada, being a portion of the Parcel described in that certain Grant Deed, recorded on March 1, 1985, as Document No. 982099, filed in the Official Records of Washoe County, Nevada, being more particularly described as follows:

BEGINNING at northeasterly corner of said Parcel, also being on the northwesterly right-of-way of California Avenue;

THENCE departing said corner and along a portion of said northwesterly right-of-way granted to the City of Reno per Deed of Dedication, recorded on April 24, 1973, as Document No. 283740, filed in said Official Records, from a radial line which bears North 60°02'32" West, 8.69 feet along the arc of a 49.50 foot radius curve to the right through a central angle of 10°03'32";

THENCE continuing along said northwesterly right-of-way of California Avenue, South 40°01'00" West a distance of 194.22 feet to the beginning of a tangent curve to the right;

THENCE departing said northwesterly right-of-way and along the easterly right-of-way of Booth Street, 39.46 feet along the arc of a 22.00 foot radius curve through a central angle of 102°45'45";

THENCE departing said right-of-way, North 42°59'23" East a distance of 0.86 feet to the beginning of a tangent curve to the left;

THENCE from a radial line which bears North 42°59'23" East, 34.14 feet along the arc of a 21.00 foot radius curve through a central angle of 93°07'59";

THENCE North 39°51'24" East a distance of 58.38 feet;

THENCE North 50°08'36" West a distance of 2.00 feet;

THENCE North 39°51'24" East a distance of 141.87 feet to the northerly line of said Parcel;

THENCE along said northerly line, South 68°29'56" East a distance of 6.88 feet to the POINT OF BEGINNING;

Containing 1,419 square feet of land, more or less.

See Exhibit A-1, plat to accompany description, attached hereto and made a part hereof.

The basis of bearings for this description is Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994, High Accuracy Reference Network (NAD 83/94-HARN), as determined by the Northern Nevada Cooperative Real Time Network GPS (NNCRN GPS).

**EXHIBIT A
LEGAL DESCRIPTION FOR
PUBLIC USE EASEMENT**

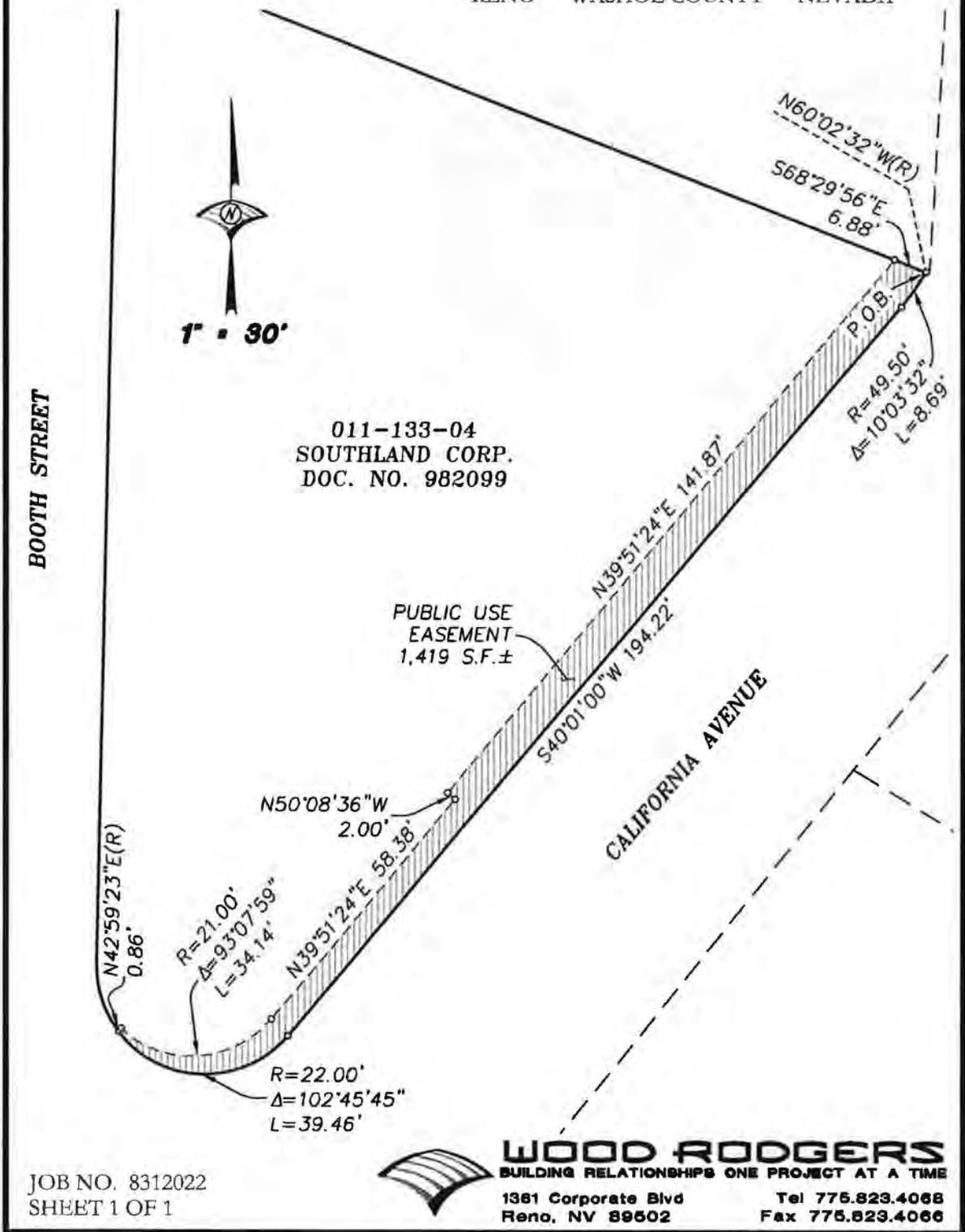
Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502



Kevin M. Almeter, P.L.S.
Nevada Certificate No. 19052

EXHIBIT A-1
 PLAT TO ACCOMPANY

PUBLIC USE EASEMENT
 BEING A PORTION OF THE NW 1/4 OF SECTION 14
 TOWNSHIP 19 NORTH, RANGE 19 EAST, M.D.M
 RENO WASHOE COUNTY NEVADA



JOB NO. 8312022
 SHEET 1 OF 1



WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 1381 Corporate Blvd
 Reno, NV 89502
 Tel 775.823.4068
 Fax 775.823.4066

**EXHIBIT A
LEGAL DESCRIPTION FOR
TEMPORARY CONSTRUCTION EASEMENT**

All that certain real property situate within a portion of the Northwest One-Quarter (NW 1/4) of Section Fourteen (14), Township Nineteen (19) North, Range Nineteen (19) East, Mount Diablo Meridian, City of Reno, County of Washoe, State of Nevada, being a portion of the Parcel described in that certain Grant Deed, recorded on March 1, 1985, as Document No. 982099, filed in the Official Records of Washoe County, Nevada, being more particularly described as follows:

COMMENCING at northeasterly corner of said Parcel, also being on the northwesterly right-of-way of California Avenue;

THENCE departing said corner and along the northerly line of said Parcel, North 68°29'56" West a distance of 6.88 feet to the POINT OF BEGINNING;

THENCE departing said northerly line, South 39°51'24" West a distance of 141.87 feet;

THENCE South 50°08'36" East a distance of 2.00 feet;

THENCE South 39°51'24" West a distance of 58.38 feet to the beginning of a tangent curve to the right;

THENCE 34.14 feet along the arc of a 21.00 foot radius curve through a central angle of 93°07'59";

THENCE South 42°59'23" West a distance of 0.86 feet to the easterly right-of-way of Booth Street, also being the beginning of a non-tangent curve to the right;

THENCE from a radial line which bears North 52°46'45" East, 14.77 feet along the arc of a 22.00 foot radius curve through a central angle of 38°28'19";

THENCE continuing along said easterly right-of-way, North 01°15'04" East a distance of 30.58 feet;

THENCE departing said easterly right-of-way, South 88°55'34" East a distance of 2.24 feet;

THENCE South 01°04'26" West a distance of 27.48 feet to the beginning of a tangent curve to the left;

THENCE 17.71 feet along the arc of a 17.00 foot radius curve through a central angle of 59°40'25";

THENCE North 39°51'24" East a distance of 70.78 feet;

THENCE North 50°08'36" West a distance of 12.31 feet;

THENCE North 40°18'57" East a distance of 69.50 feet;

THENCE South 50°08'36" East a distance of 24.25 feet;

THENCE North 39°51'24" East a distance of 74.94 feet to the northerly line of said Parcel;

THENCE along said northerly line, South 68°29'56" East a distance of 4.57 feet to the POINT OF BEGINNING;

Containing 3,802 square feet of land, more or less.

See Exhibit A-1, plat to accompany description, attached hereto and made a part hereof.

**EXHIBIT A
LEGAL DESCRIPTION FOR
TEMPORARY CONSTRUCTION EASEMENT**

The basis of bearings for this description is Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994, High Accuracy Reference Network (NAD 83/94-HARN), as determined by the Northern Nevada Cooperative Real Time Network GPS (NNCRN GPS).

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502



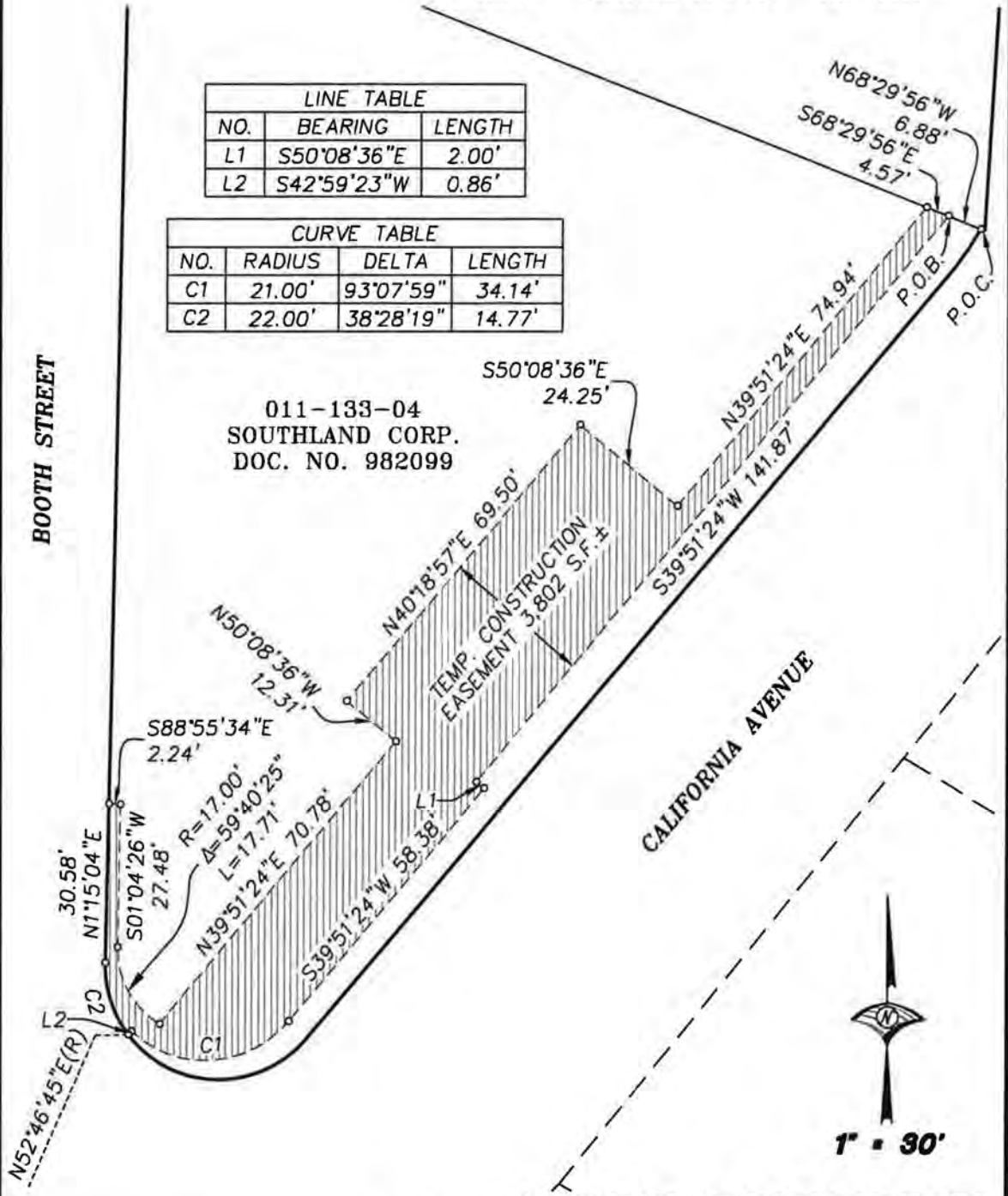
Kevin M. Almeter, P.L.S.
Nevada Certificate No. 19052

EXHIBIT A-1
 PLAT TO ACCOMPANY

TEMPORARY CONSTRUCTION EASEMENT
 BEING A PORTION OF THE NW 1/4 OF SECTION 14
 TOWNSHIP 19 NORTH, RANGE 19 EAST, M.D.M
 RENO WASHOE COUNTY NEVADA

LINE TABLE		
NO.	BEARING	LENGTH
L1	S50°08'36"E	2.00'
L2	S42°59'23"W	0.86'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	21.00'	93°07'59"	34.14'
C2	22.00'	38°28'19"	14.77'



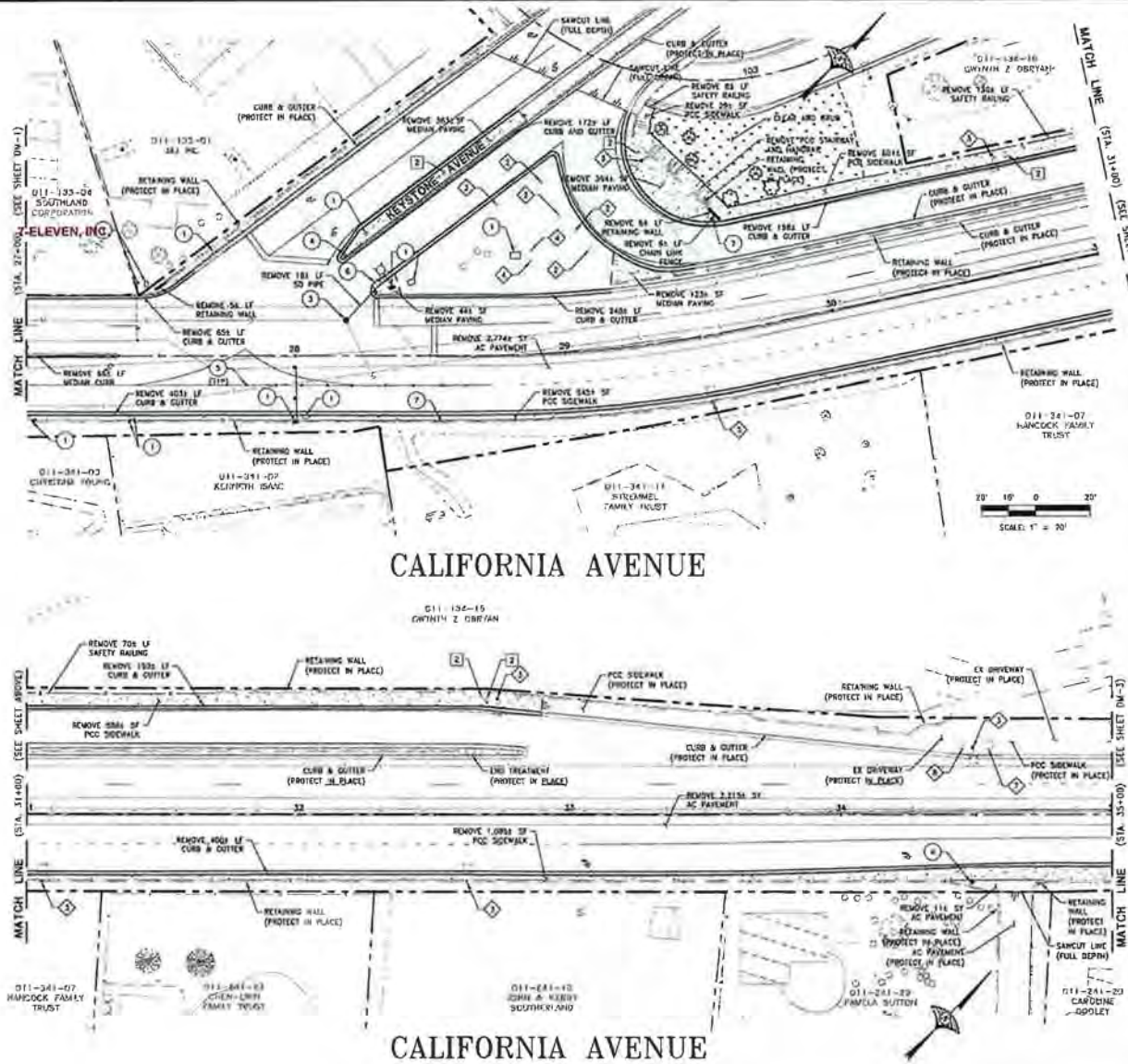
011-133-04
 SOUTHLAND CORP.
 DOC. NO. 982099



JOB NO. 8312022
 SHEET 1 OF 1

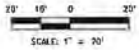


WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 1361 Corporate Blvd Reno, NV 89502
 Tel 775.823.4068 Fax 775.823.4066



CALIFORNIA AVENUE

CALIFORNIA AVENUE



- DEMOLITION KEY NOTES**
- 1 TRAFFIC SIGNAL DEMOLITION (REF TRAFFIC PLANS)
 - 2 REMOVE AND SALVAGE STREET LIGHT
 - 3 REMOVE STORM DRAIN WARHOLE
 - 4 REMOVE AND SALVAGE SIGN & POST
 - 5 REMOVE EDGE COLORATOR (NO DIRECT PAYMENT)
 - 6 REMOVE CATCH BASIN
 - 7 REMOVE SIGN AND POST
 - 8 REMOVE AND SALVAGE SIDE LIGHT

- LEGEND**
- REMOVE AC PAVEMENT
 - REMOVE PCC PAVEMENT
 - REMOVE PCC SIDEWALK
 - SAWCUT FULL DEPTH (NO DIRECT PAYMENT)
 - CLEAR AND GRUB

- ADJUST TO GRADE KEY NOTES**
- 1 WATER OR GAS VALVES (LID TO BE ADJUSTED)
 - 2 UTILITY VAULT OR PULL BOX (LID TO BE ADJUSTED)
 - 3 STORM DRAIN WARHOLE (RM TO BE ADJUSTED)
 - 4 SANITARY SEWER WARHOLE (RM TO BE ADJUSTED)
 - 5 WATER METER (SIZE TO BE ADJUSTED)

- PROTECT IN PLACE KEY NOTES**
- ◇ UTILITY HOLE
 - ◇ SIGN
 - ◇ STREET LIGHT
 - ◇ BOLLARD
 - ◇ CATCH BASIN
 - ◇ BUSINESS SIGN
 - ◇ TELEPHONE WARHOLE, VAULT OR PULL BOX

- NOTES**
1. CURB & GUTTER, SIDEWALK, AND DRIVEWAY REMOVAL LIMITS ARE APPROXIMATE. LIMITS SHALL BE TO EXISTING JOINTS UNLESS OTHERWISE APPROVED.
 2. CONCRETE SPALL REPAIR MAY BE REQUIRED ON EXISTING CONCRETE AREAS AND SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT WITH NO DIRECT PAYMENT UNLESS OTHERWISE APPROVED.
 3. EXISTING LANDSCAPING (LOCATED OUTSIDE OF THE PROJECT LIMITS) SHALL BE PROTECT IN PLACE UNLESS NOTED OTHERWISE. EXISTING BUSHES AND TREES REQUIRING TRIMMING SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT WITH NO DIRECT PAYMENT UNLESS OTHERWISE APPROVED.
 4. EXISTING LANDSCAPING REMOVALS WITHIN THE PROJECT LIMITS SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT WITH NO DIRECT PAYMENT UNLESS OTHERWISE APPROVED. THESE LANDSCAPE REMOVALS MAY INCLUDE, BUT ARE NOT LIMITED TO, EXISTING TREES, BUSHES, STUMPS, GROUND COVER, ROCKS, BOULDERS AND IRRIGATION APPEARANCES.
 5. VARYING SUBSURFACE CONDITIONS MAY BE ENCOUNTERED DURING SIDEWALK, CURB & GUTTER, CONCRETE AND AC REMOVALS AND SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT WITH NO DIRECT PAYMENT UNLESS OTHERWISE APPROVED.

FOR REVIEW ONLY - 100% SUBMITTAL

DATE: APRIL 2014	NO.	DESCRIPTION
ISSUE: 11-2013		
DATE: 04-2014		
ISSUE: 04-2014		



KEYSTONE & CALIFORNIA INTERSECTION PROJECT
CALIFORNIA AVENUE DEMOLITION PLAN

PROJECT NO. 2012-002
 DRAWING DM-2



RTC

1" = 10'

CALIFORNIA & KEYSTONE INTERSECTION
 PROPOSED & TEMPORARY EASEMENTS
 MAY 2018

WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 1361 Corporate Boulevard Tel: 775.823.4000
 Reno, NV 89502 Fax: 775.823.4000



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

March 15, 2019

AGENDA ITEM 6.4

TO: Regional Transportation Commission

FROM: Dale Ferguson
RTC Chief Legal Counsel



Lee G. Gibson, AICP
Executive Director

SUBJECT: Resolution of Condemnation for property rights related to APN 014-063-01, necessary to construct the Virginia Street Bus Rapid Transit Extension Project

RECOMMENDATION

Approve a Resolution of Condemnation authorizing RTC’s legal counsel to commence condemnation proceedings to acquire a permanent easement and a temporary construction easement on APN 014-063-01 from Romero et al, necessary to construct the Virginia Street Bus Rapid Transit Extension Project.

SUMMARY

At the March 18, 2016, RTC Board Meeting, the Commission approved Amendment No. 1 to the Professional Services Agreement with Nichols Consulting Engineers (“NCE”) for Final Design of the Virginia Street Bus RAPID Transit Extension Project (the “Project”). At the September 16, 2016, RTC Board Meeting, the Commission approved the Request for Proposals (RFP) for the selection of a firm to provide Right of Way Services for the Project. Paragon Partners, LTD (“Paragon”) was selected as the firm to provide the right of way acquisition services at the November 18, 2016, RTC Board Meeting. Thereafter, Paragon initiated the process of acquiring the right-of-way for the Project.

Through an Interlocal Cooperative Agreement with the City of Reno dated May 24, 2016, the RTC has been authorized to negotiate and/or initiate eminent domain proceeding for right-of-way acquisition when necessary for the Project. Paragon has been attempting to negotiate the purchase of property rights needed to construct the Project from the owners of APN 014-063-01. Those efforts have been unsuccessful to date.

To ensure timely construction of the Project, the approval of this Resolution of Condemnation allows the RTC to initiate condemnation proceedings for these property rights. Proper notice of this agenda item has been provided to the property owner as required by the Nevada Revised Statutes. In order to minimize potential delays to the Project, the proposed resolution of condemnation (see Attachment A) is requested now so that legal counsel can seek a court ordered “right-of-entry” and/or order for immediate occupancy should negotiations with property owners not result in the acquisition of the property rights through purchase. Every effort to reach

satisfactory purchase agreements will continue to be made until a complaint in eminent domain is filed with the court. Thereafter, the RTC will continue to attempt to negotiate a resolution that is fair and equitable.

FISCAL IMPACT

The costs to acquire the subject property interests have been budgeted; however, the fiscal impact cannot be determined at this time. Aside from legal fees, there is the potential that the compensation to the property owner may increase as a result of legal settlement.

PREVIOUS ACTIONS BY BOARD

November 18, 2016	Approved the staff recommendation of Paragon Partners LTD to provide the right of way acquisition services for the Project; authorize the Executive Director to negotiate and execute the final Professional Service Agreement (PSA).
September 16, 2016	Approved the Request for Proposals (RFP) for the selection of a firm to provide Right of Way Services for the Project.
March 18, 2016	Approved Amendment No. 1 to the Professional Services Agreement with NCE for Final Design for the Project.
October 16, 2015	Acknowledged receipt of an update on the Project and approve the local preferred alternative.
October 17, 2014	Approved Selection of Nichols Consulting Engineers (NCE) for Preliminary Design & NEPA; authorize the RTC Executive Director to negotiate and execute a professional services agreement with NCE.

ADDITIONAL BACKGROUND

This project will complete the final design for multi-modal transportation improvements on the corridor from Plumb Lane to Liberty Street and Maple Street to 15th Street/North Virginia Street. The NEPA process is complete. Design team is working towards 100 percent reconstruction plans for the roadway and BRT elements of the project throughout both Midtown and UNR. It is anticipated that 100 percent design will be complete in early 2019.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations regarding this report.

Attachment

RESOLUTION OF CONDEMNATION

WHEREAS, it is necessary for the Regional Transportation Commission of Washoe County, hereinafter referred to as "RTC," to provide regional transportation facilities which are of a quality and standard necessary to satisfactorily meet the needs of the traveling public; and

WHEREAS, in recognition of such needs, the RTC approved the Virginia Street Bus Rapid Transit Extension Project, hereinafter referred to as "Project," as part of an Interlocal Cooperative Agreement ("ICA") dated May 24, 2016; and

WHEREAS, in the ICA dated May 24, 2016, the City of Reno authorized the RTC to initiate eminent domain proceedings on behalf of the City, if required, for the acquisition of right-of-way for the Project; and

WHEREAS, Chapter 277A of Nevada Revised Statutes provides that the RTC may exercise the power of eminent domain, if the city or county which has jurisdiction over the property approves; and

WHEREAS, the current owner of record of the property interests to be acquired, insofar as is known to the RTC, is Romero et al.

NOW, THEREFORE, the members of the Regional Transportation Commission of Washoe County do hereby find:

1. That proper notice of the RTC's intent to consider eminent domain action to acquire the relevant property interests of the above referenced owner(s) has been given as required by NRS 241.034.
2. That RTC staff first contacted the landowner about the property interests of a permanent easement and a temporary construction easement located on APN 014-063-01 as described in Exhibit "A" and depicted on Exhibit "B," attached hereto and incorporated herein by reference, on or about December 7, 2018. While there have been discussions, proposals and offers made, all efforts to reach a mutually acceptable agreement for the acquisition of the property interests through purchase have been unsuccessful to date.
3. That the property interests to be acquired in conjunction with the above referenced Project are to be applied to a public use, to wit, the Virginia Street Bus Rapid Transit Extension Project.
4. That the property interests described herein are necessary to such public use.

Based on the aforementioned findings of fact, the RTC does hereby direct:

1. That RTC's legal counsel initiate, if needed, eminent domain proceedings on behalf of the RTC in accordance with provisions of Chapters 37 and 277A of Nevada Revised Statutes to acquire the property interests described in Exhibit "A" and depicted on Exhibit "B".

2. That said legal counsel shall commence and prosecute in the name of the RTC, eminent domain proceedings in the court having jurisdiction of the property interests described in Exhibit "A" and depicted on Exhibit "B."

3. That said legal counsel is authorized to pursue all actions deemed appropriate for the successful prosecution of this case, including but not limited to, an application to the court for an order permitting the RTC to take immediate possession of said property interests for the construction of the Project, upon complying with conditions imposed by law.

Upon motion of Commissioner _____, seconded by Commissioner _____, the foregoing Resolution was passed and adopted this 15th day of March, 2019, by the following vote of the Regional Transportation Commission:

AYES: _____

NAYS: _____

ABSTAIN: _____

Approved this 15th day of March, 2019.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY, STATE OF NEVADA

BY _____
BOB LUCEY, CHAIR

STATE OF NEVADA
COUNTY OF WASHOE

The above-instrument was acknowledged before me this 15th day of March, 2019, by Bob Lucey,
Chair of the Regional Transportation Commission.

Notary Public

DRAFT

EXHIBIT A

**EXHIBIT "A"
LEGAL DESCRIPTION OF PERMANENT EASEMENT
APN: 014-063-01**

A permanent easement, situate within a portion of the North East 1/4 of Section 14, Township 19 North, Range 19 East, Mount Diablo Base and Meridian, City of Reno, County of Washoe, State of Nevada, more particularly described as follows:

Beginning at the north west corner of that certain parcel of land described as Lot 9 in Block 4 of Amended Plat of Blocks 4, 5 and 9 of an Amended Plat of Martin Addition, Reno, Nevada, recorded in the official records of Washoe County Recorder's Office on May 28, 1907, as Tract Map # 73, said point being a point of intersection with the easterly line of Haskell Street and the southerly line of Martin Street;

Thence North 70°03'09" East 2.28 feet along the north boundary line of said parcel;

Thence departing the north boundary line of said parcel, South 37°43'12" West 2.70 feet to a point on the west boundary line of said parcel;

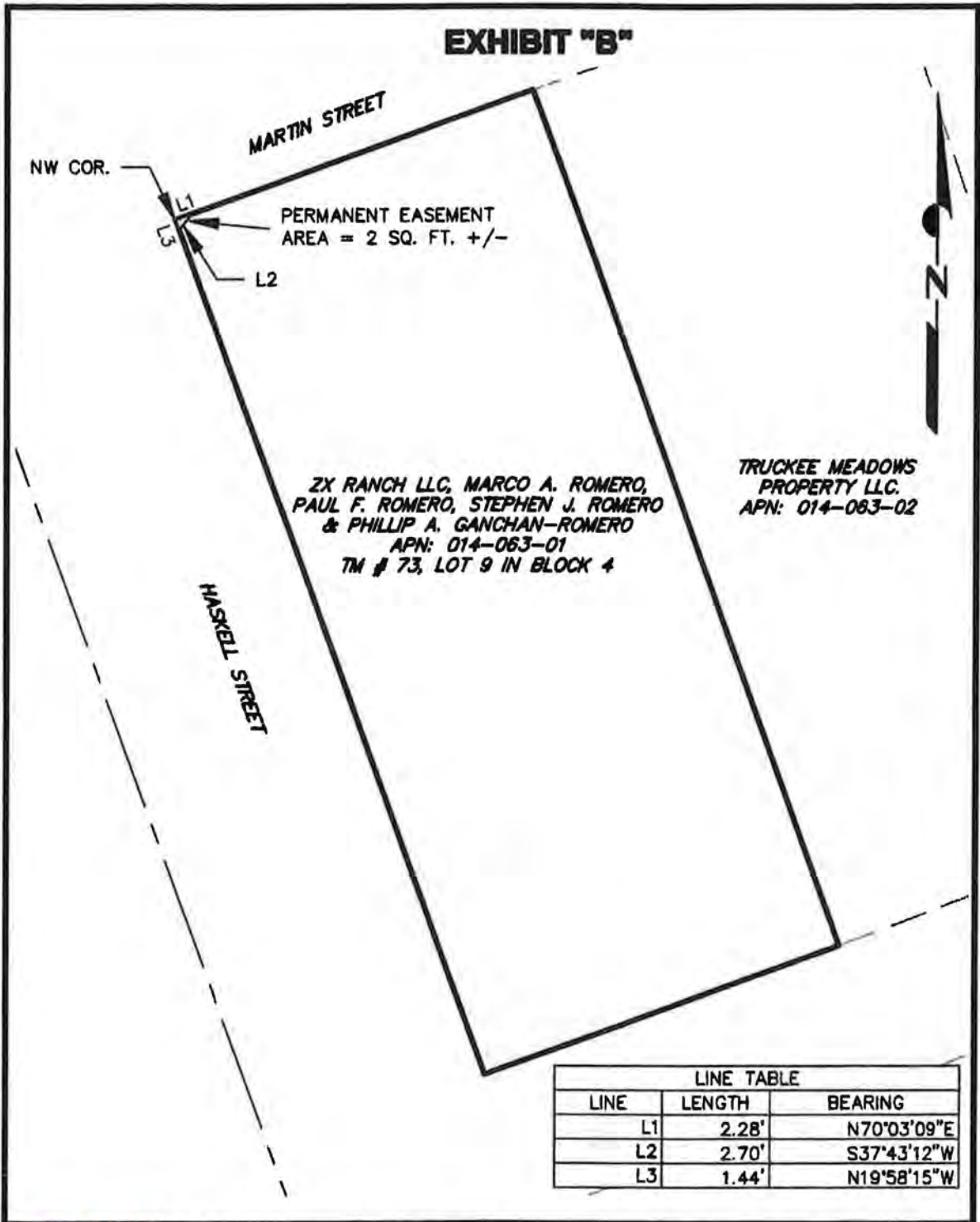
Thence North 19°58'15" West 1.44 feet along the west boundary line of said parcel to the point of **beginning**, containing 2 square feet, more or less.

Basis of Bearings: NAD 83(94) Nevada State Plane Coordinate System, West Zone (2703).



Grant R. Alexander, P.L.S. 19051
Battle Born Ventures, LLC
600 Gleeson Way
Sparks, NV 89431

EXHIBIT "B"



ZX RANCH LLC, MARCO A. ROMERO,
 PAUL F. ROMERO, STEPHEN J. ROMERO
 & PHILLIP A. GANCHAN-ROMERO
 APN: 014-063-01
 TM # 73, LOT 9 IN BLOCK 4

TRUCKEE MEADOWS
 PROPERTY LLC.
 APN: 014-063-02

LINE TABLE		
LINE	LENGTH	BEARING
L1	2.28'	N70°03'09"E
L2	2.70'	S37°43'12"W
L3	1.44'	N19°58'15"W



BATTLE BORN VENTURES, LLC
 600 GLEESON WAY
 SPARKS, NEVADA 89431
 www.battlebornventures.com

PHONE (775) 813-4934
 FAX (775) 359-4476

Land Surveyors - Civil Engineers

W.O. #: 2016_152
 BY: GRA
 DATE: 01/08/2018
 SCALE: 1" = 20'

EXHIBIT "A"
LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT
APN: 014-063-01

A temporary construction easement, situate within a portion of the North East 1/4 of Section 14, Township 19 North, Range 19 East, Mount Diablo Base and Meridian, City of Reno, County of Washoe, State of Nevada, more particularly described as follows:

Beginning at the north east corner of that certain parcel of land described as Lot 9 in Block 4 of Amended Plat of Blocks 4, 5 and 9 of an Amended Plat of Martin Addition, Reno, Nevada, recorded in the official records of Washoe County Recorder's Office on May 28, 1907, as Tract Map # 73, said point being a point on the southerly line of Martin Street;

Thence South 19°59'24" East 4.14 feet along the east boundary line of said parcel;

Thence departing the east boundary line of said parcel, South 70°18'18" West 49.95 feet to a point on the west boundary line of said parcel;

Thence North 19°58'15" West 2.48 feet along the west boundary line of said parcel;

Thence departing the west boundary line of said parcel, North 37°43'12" East 2.70 feet to a point on the north boundary line of said parcel;

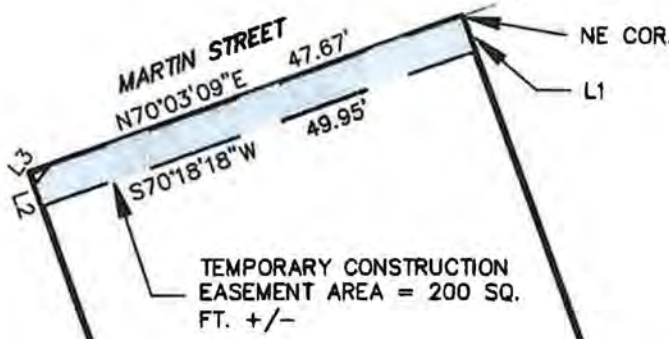
Thence North 70°03'09" East 47.67 feet along the north boundary line of said parcel to the **point of beginning**, containing 200 square feet, more or less.

Basis of Bearings: NAD 83(94) Nevada State Plane Coordinate System, West Zone (2703).



Grant R. Alexander, P.L.S. 19051
Battle Born Ventures, LLC
600 Gleeson Way
Sparks, NV 89431

EXHIBIT "B"



TEMPORARY CONSTRUCTION
EASEMENT AREA = 200 SQ.
FT. +/-

ZX RANCH LLC, MARCO A. ROMERO,
PAUL F. ROMERO, STEPHEN J. ROMERO
& PHILLIP A. GANCHAN-ROMERO
APN: 014-063-01
TM # 73, LOT 9 IN BLOCK 4

TRUCKEE MEADOWS
PROPERTY LLC.
APN: 014-063-02

HASKELL STREET



LINE TABLE		
LINE	LENGTH	BEARING
L1	4.14'	S19°59'24"E
L2	2.48'	N19°58'15"W
L3	2.70'	N37°43'12"E



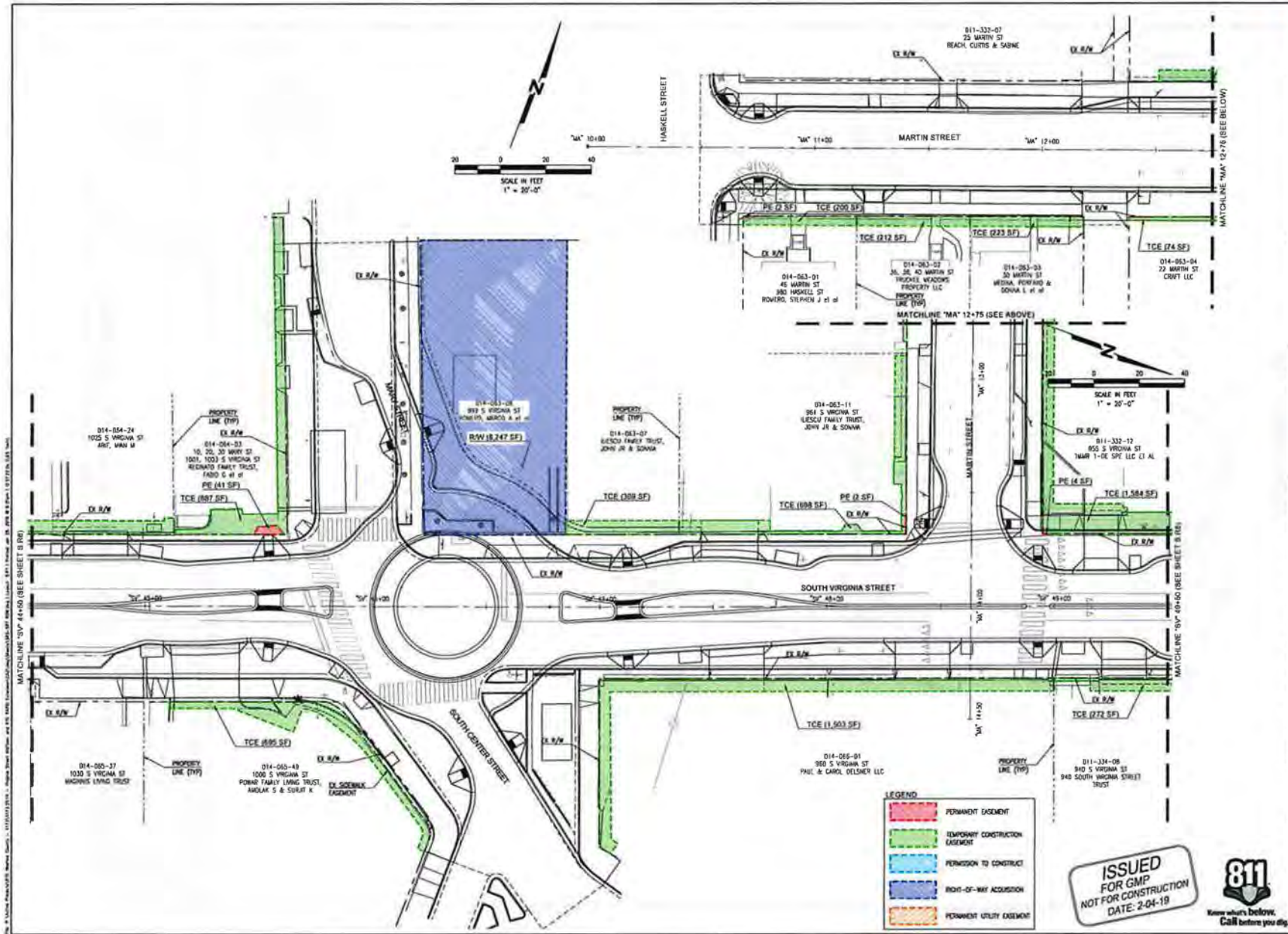
BATTLE BORN VENTURES, LLC
600 GLEESON WAY
SPARKS, NEVADA 89431
www.battlebornventures.com

PHONE (775) 813-4934
FAX (775) 359-4476

Land Surveyors - Civil Engineers

W.O. #: 2016_152
BY: GRA
DATE: 01/08/2018
SCALE: 1" = 20'

EXHIBIT B



NCE
 1885 S. Arlington Ave. Suite 111
 Reno, Nevada 89508
 (775) 320-4855 • Fax (775) 320-5090



VIRGINIA STREET BUS RAPID TRANSIT EXTENSION PROJECT PHASE 2

CLIENT
RTC REGIONAL TRANSPORTATION COMMISSION
 1105 TERMINAL WAY, SUITE 108 RENO, NV 89502
 PHONE (775) 346-0171

NO.	DATE	DESCRIPTION
PROJECT NO.	A173.25.14	
DESIGNED BY:	SPT	
DRAWN BY:	SPT	
CHECKED BY:	ADH	DATE: 1-28-19
DATE:		2-04-19

This drawing is the property of NCE, including all policies and pertinent features, and/or confidential information and is not to be construed as the client's agreement not to be released or shared, in whole or in part, for the project described therein, nor the use of the drawing for any purpose other than specifically permitted in writing by NCE.

SHEET TITLE	
RIGHT OF WAY	
"SV" 44+50 TO "SV" 49+50	
"MA" 10+00 TO "MA" 14+50	
DRAWING	S.R7
SHEET	12 OF 332

ISSUED FOR GMP NOT FOR CONSTRUCTION DATE: 2-04-19





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

March 15, 2019

AGENDA ITEM 6.5

TO: Regional Transportation Commission

FROM: Dale Ferguson
RTC Chief Legal Counsel



Lee G. Gibson, AICP
Executive Director

SUBJECT: Resolution of Condemnation for property rights related to APN 014-063-08, necessary to construct the Virginia Street Bus Rapid Transit Extension Project

RECOMMENDATION

Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire the full fee acquisition of the parcel known as APN 014-063-08 from Romero et al, necessary to construct the Virginia Street Bus Rapid Transit Extension Project.

SUMMARY

At the March 18, 2016, RTC Board Meeting, the Commission approved Amendment No. 1 to the Professional Services Agreement with Nichols Consulting Engineers ("NCE") for Final Design of the Virginia Street Bus RAPID Transit Extension Project (the "Project"). At the September 16, 2016, RTC Board Meeting, the Commission approved the Request for Proposals (RFP) for the selection of a firm to provide Right of Way Services for the Project. Paragon Partners, LTD ("Paragon") was selected as the firm to provide the right of way acquisition services at the November 18, 2016, RTC Board Meeting. Thereafter, Paragon initiated the process of acquiring the right-of-way for the Project.

Through an Interlocal Cooperative Agreement with the City of Reno dated May 24, 2016, the RTC has been authorized to negotiate and/or initiate eminent domain proceeding for right-of-way acquisition when necessary for the Project. Paragon has been attempting to negotiate the purchase of property rights needed to construct the Project from the owners of APN 014-063-08. Those efforts have been unsuccessful to date.

To ensure timely construction of the Project, the approval of this Resolution of Condemnation allows the RTC to initiate condemnation proceedings for these property rights. Proper notice of this agenda item has been provided to the property owner as required by the Nevada Revised Statutes. In order to minimize potential delays to the Project, the proposed resolution of condemnation (see Attachment A) is requested now so that legal counsel can seek a court ordered "right-of-entry" and/or order for immediate occupancy should negotiations with property owners not result in the acquisition of the property rights through purchase. Every effort to reach satisfactory purchase agreements will continue to be made until a complaint in eminent domain is

filed with the court. Thereafter, the RTC will continue to attempt to negotiate a resolution that is fair and equitable.

FISCAL IMPACT

The costs to acquire the subject property interests have been budgeted; however, the fiscal impact cannot be determined at this time. Aside from legal fees, there is the potential that the compensation to the property owner may increase as a result of legal settlement.

PREVIOUS ACTIONS BY BOARD

November 18, 2016	Approved the staff recommendation of Paragon Partners LTD to provide the right of way acquisition services for the Project; authorize the Executive Director to negotiate and execute the final Professional Service Agreement (PSA).
September 16, 2016	Approved the Request for Proposals (RFP) for the selection of a firm to provide Right of Way Services for the Project.
March 18, 2016	Approved Amendment No. 1 to the Professional Services Agreement with NCE for Final Design for the Project.
October 16, 2015	Acknowledged receipt of an update on the Project and approve the local preferred alternative.
October 17, 2014	Approved Selection of Nichols Consulting Engineers (NCE) for Preliminary Design & NEPA; authorize the RTC Executive Director to negotiate and execute a professional services agreement with NCE.

ADDITIONAL BACKGROUND

This project will complete the final design for multi-modal transportation improvements on the corridor from Plumb Lane to Liberty Street and Maple Street to 15th Street/North Virginia Street. The NEPA process is complete. Design team is working towards 100 percent reconstruction plans for the roadway and BRT elements of the project throughout both Midtown and UNR. It is anticipated that 100 percent design will be complete in early 2019.

ADVISORY COMMITTEE(S) RECOMMENDATION

There are no advisory committee recommendations regarding this report.

Attachment

RESOLUTION OF CONDEMNATION

WHEREAS, it is necessary for the Regional Transportation Commission of Washoe County, hereinafter referred to as "RTC," to provide regional transportation facilities which are of a quality and standard necessary to satisfactorily meet the needs of the traveling public; and

WHEREAS, in recognition of such needs, the RTC approved the Virginia Street Bus Rapid Transit Extension Project, hereinafter referred to as "Project," as part of an Interlocal Cooperative Agreement ("ICA") dated May 24, 2016; and

WHEREAS, in the ICA dated May 24, 2016, the City of Reno authorized the RTC to initiate eminent domain proceedings on behalf of the City, if required, for the acquisition of right-of-way for the Project; and

WHEREAS, Chapter 277A of Nevada Revised Statutes provides that the RTC may exercise the power of eminent domain, if the city or county which has jurisdiction over the property approves; and

WHEREAS, the current owner of record of the property interests to be acquired, insofar as is known to the RTC, is Romero et al.

NOW, THEREFORE, the members of the Regional Transportation Commission of Washoe County do hereby find:

1. That proper notice of the RTC's intent to consider eminent domain action to acquire the relevant property interests of the above referenced owner(s) has been given as required by NRS 241.034.
2. That RTC staff first contacted the landowner about the property interests for the full fee acquisition of the parcel known as APN 014-063-08, as described in Exhibit "A" and depicted on Exhibit "B," attached hereto and incorporated herein by reference, on or about December 7, 2018. While there have been discussions, proposals and offers made, all efforts to reach a mutually acceptable agreement for the acquisition of the property interests through purchase have been unsuccessful to date.
3. That the property interests to be acquired in conjunction with the above referenced Project are to be applied to a public use, to wit, the Virginia Street Bus Rapid Transit Extension Project.
4. That the property interests described herein are necessary to such public use.

Based on the aforementioned findings of fact, the RTC does hereby direct:

1. That RTC's legal counsel initiate, if needed, eminent domain proceedings on behalf of the RTC in accordance with provisions of Chapters 37 and 277A of Nevada Revised Statutes to acquire the property interests described in Exhibit "A" and depicted on Exhibit "B".

2. That said legal counsel shall commence and prosecute in the name of the RTC, eminent domain proceedings in the court having jurisdiction of the property interests described in Exhibit "A" and depicted on Exhibit "B."

3. That said legal counsel is authorized to pursue all actions deemed appropriate for the successful prosecution of this case, including but not limited to, an application to the court for an order permitting the RTC to take immediate possession of said property interests for the construction of the Project, upon complying with conditions imposed by law.

Upon motion of Commissioner _____, seconded by Commissioner _____, the foregoing Resolution was passed and adopted this 15th day of March, 2019, by the following vote of the Regional Transportation Commission:

AYES: _____

NAYS: _____

ABSTAIN: _____

Approved this 15th day of March, 2019.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY, STATE OF NEVADA

BY _____
BOB LUCEY, CHAIR

STATE OF NEVADA
COUNTY OF WASHOE

The above-instrument was acknowledged before me this 15th day of March, 2019, by Bob Lucey,
Chair of the Regional Transportation Commission.

Notary Public

EXHIBIT A

**EXHIBIT "A"
LEGAL DESCRIPTION OF RIGHT-OF-WAY DEDICATION
APN: 014-063-08**

All that portion of land, situate within a portion of the North East 1/4 of Section 14 and North West 1/4 of Section 13, Township 19 North, Range 19 East, Mount Diablo Base and Meridian, City of Reno, County of Washoe, State of Nevada, described as;

Lot 4 in Block 4 of Amended Plat of Blocks 4, 5 and 9 of an Amended Plat of Martin Addition, Reno, Nevada, recorded in the official records of Washoe County Recorder's Office on May 28, 1907, as Tract Map # 73 and more particularly described as follows;

Beginning at the south east corner of Lot 4, said point being a point of intersection with the westerly line of South Virginia Street and northerly line of Mary Street;

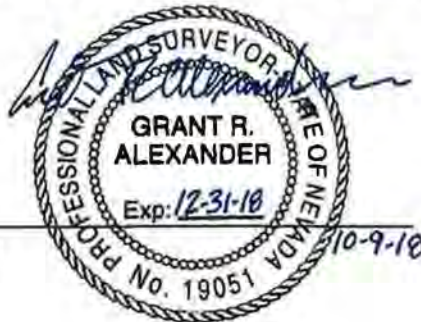
Thence South 69°03'27" West 130.05 feet along the south boundary line of Lot 4 to the south west corner of said lot, said point being a point of intersection with the northerly line of Mary Street and the easterly line of a 20 feet wide alley;

Thence North 20°01'37" West 64.65 feet along the west boundary line of Lot 4 to the north west corner of said lot, said point being a point of intersection with the north boundary line of Lot 4 and the easterly line of a 20 feet wide alley;

Thence North 70°07'54" East 129.99 feet along the north boundary line of Lot 4 to the north east corner of said lot, said point being a point of intersection with the north boundary line of Lot 4 and the westerly line of a South Virginia Street;

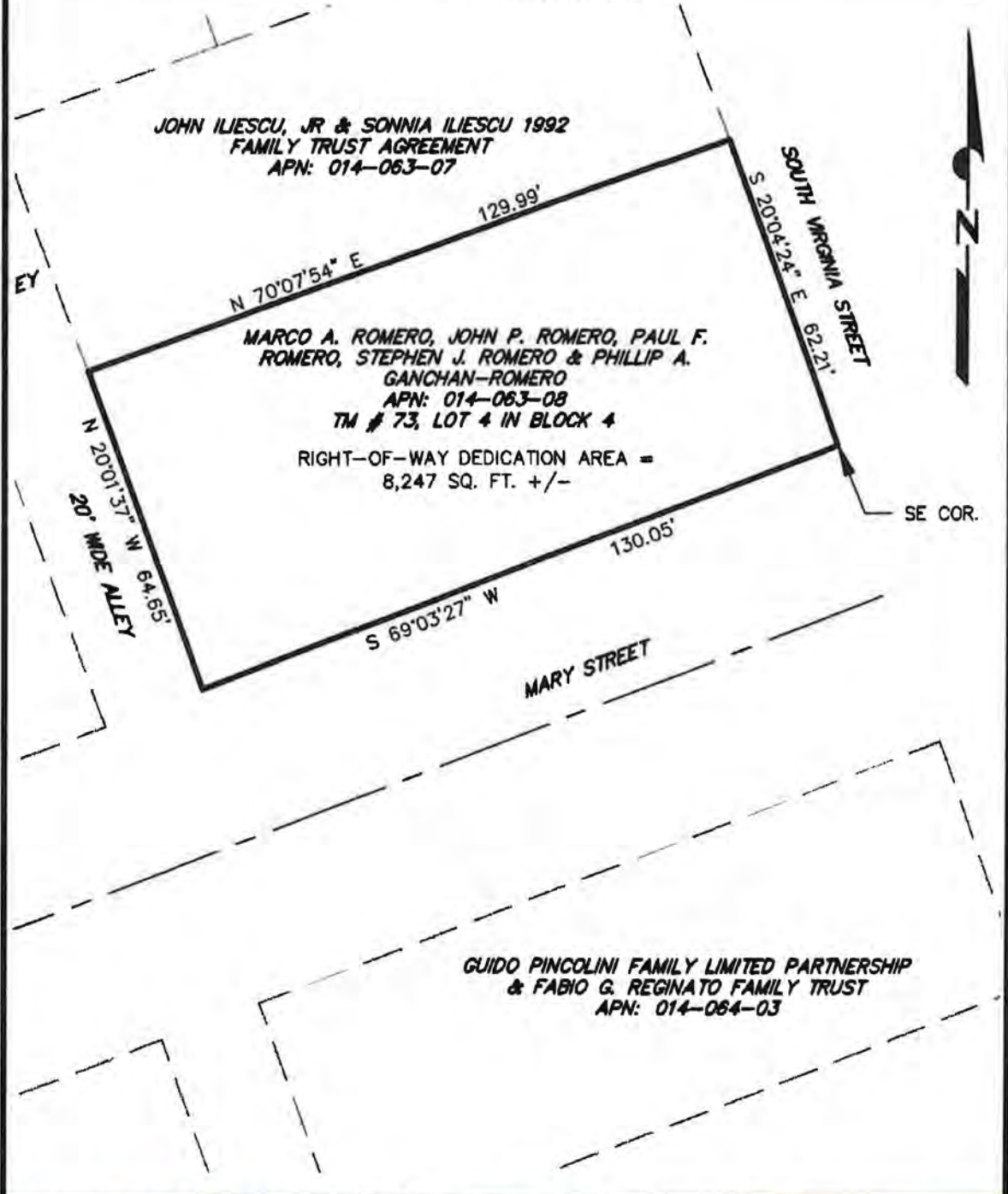
Thence South 20°04'24" East 62.21 feet along the east boundary line of Lot 4 to the **point of beginning**, containing 8,247 square feet, more or less.

Basis of Bearings: NAD 83(94) Nevada State Plane Coordinate System, West Zone (2703).



Grant R. Alexander, P.L.S. 19051
Battle Born Ventures, LLC
600 Gleeson Way
Sparks, NV 89431

EXHIBIT "B"



BATTLE BORN VENTURES, LLC
 600 GLEESON WAY SPARKS, NEVADA 89431
 www.battlebornventures.com

PHONE (775) 813-4934
 FAX (775) 359-4476

Land Surveyors - Civil Engineers

W.O. #:	2016_152
BY:	GRA
DATE:	02/06/2018
SCALE:	1" = 30'



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

March 15, 2019

AGENDA ITEM 7

TO: Regional Transportation Commission

FROM:

A blue ink signature of Lee G. Gibson is written over a horizontal line. Below the line, the text "Lee G. Gibson, AICP" and "Executive Director" is printed.

Lee G. Gibson, 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

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction


Metropolitan Planning Organization of Washoe County, Nevada

March 15, 2019

AGENDA ITEM 8

TO: Regional Transportation Commission

FROM:



Lee G. Gibson, 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.

LGG/dt