



LOCATION:

Washoe County Commission Chambers
1001 E. 9th Street, Bldg. A, Reno
(Capacity Limit = 42 People)

DATE: April 16 , 2021
TIME 9:00 a.m.

REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY BOARD MEETING AGENDA

I. This meeting will be held with limited in-person attendance in the Commission Chambers. The capacity in the Commission Chambers is being limited to a maximum of 42 persons to comply with the Governor's directives relating to the mask mandate and social distancing. Due to evolving concerns for public safety resulting from COVID-19 and pursuant to the Governor's Declaration of Emergency Directive 006 (extended by later directives, the most recent of which is Directive 038), future meetings may be held by teleconference/Zoom only. Any member of the public wanting to attend, participate or provide public comment in-person at a meeting should review the Board's agenda posted online at www.rtcwashoe.com/meetings/ to determine whether in-person attendance has been suspended by the Governor or the Board.

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

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

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

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

VI. 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). Other reasonable efforts will be made to assist and accommodate participation by individuals with disabilities. Please contact Denise Thompson at 775-348-0400 with as much advance notice as possible so that arrangements can be made.

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

1. CALL TO ORDER

1.1 Roll Call

1.2 Pledge of Allegiance

1.3 **Proclamation** – National Bike Month and Bicycle Safety Month in Washoe County, Nevada; and Washoe County Bike Month

2. PUBLIC COMMENT - (*For Possible Action*)

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

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

4. CONSENT ITEMS *(For Possible Action)*

Minutes

- 4.1 Approve Minutes of the March 19, 2021, Meeting *(For Possible Action)*
- 4.2 Approve Minutes of the March 15, 2021, Workshop *(For Possible Action)*

Reports

- 4.3 Acknowledge receipt of the monthly Planning Activity Report *(For Possible Action)*
- 4.4 Acknowledge receipt of the monthly Engineering Activity Report *(For Possible Action)*
- 4.5 Acknowledge receipt of the monthly Public Transportation/Operations Activity Report *(For Possible Action)*
- 4.6 Acknowledge receipt of the monthly Procurement Activity Report *(For Possible Action)*
- 4.7 Acknowledge receipt of the monthly Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees *(For Possible Action)*

Engineering Department

- 4.8 Approve Amendment No. 1 to the existing Interlocal Cooperative Agreement (ICA) with the Center for Advanced Transportation Education and Research (CATER), UNR Civil Engineering Department; for research and engineering support services for 2021 – 2022 *(For Possible Action)*
- 4.9 Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) with Nichols Consulting Engineers, CHTD, (NCE) for Engineering Design and Engineering During Construction (EDC) services related to Reno Consolidated 20-01 – Mayberry Drive, California Avenue, First Street Project, in the amount of \$159,065 for a new not-to-exceed amount of \$1,072,895 *(For Possible Action)*
- 4.10 Approve a Professional Services Agreement (PSA) with Construction Materials Engineers, Inc., (CME) to provide construction management services for the Lemmon Drive Project, in an amount not-to-exceed \$2,291,600 *(For Possible Action)*
- 4.11 Approve a Reimbursement Agreement with Truckee Meadows Water Authority (TMWA) for the relocation of 270 lineal feet of 24-inch water main for the Lemmon Drive Project in an amount not-to-exceed \$329,175 *(For Possible Action)*
- 4.12 Approve a Local Public Agency (LPA) agreement with the Nevada Department of Transportation (NDOT) for the use and reimbursement of federal funds on the Arlington Avenue Bridges Replacement Project *(For Possible Action)*
- 4.13 Authorize a Request for Proposals (RFP) for the selection of Environmental and Design Services for the Arlington Avenue Bridges Project *(For Possible Action)*
- 4.14 Authorize a Request for Proposals (RFP) for the selection of Design and Construction Management Services for the Peppermill Station BRT Project *(For Possible Action)*

Public Transportation/Operations Department

- 4.15 Approve Amendment #2 to the RTC RIDE Fixed-Route Service Operation and Maintenance Contract with Keolis Transit Services, LLC, to allow for the purchase of certain equipment and supplies authorized in advance by RTC *(For Possible Action)*
- 4.16 Approve a contract with New Flyer of America, Inc., for the purchase of twenty (20) electric hybrid fixed-route buses utilizing the Common Wealth of Virginia Fleet Vehicles procurement contract number E194-75548, in an amount not-to-exceed \$14,455,061 *(For Possible Action)*
- 4.17 Approve a contract with N/S Corporation for the purchase and installation of a replacement bus wash for RTC ACCESS vehicles at 600 Sutro Street, in an amount not-to-exceed \$219,331 *(For Possible Action)*

Executive, Administrative and Finance Departments

- 4.18 Acknowledge receipt of a report regarding indexed fuel taxes in Washoe County as required by NRS 373.065 *(For Possible Action)*
- 4.19 Approve an amendment to RTC Management Policy P-13 – Procurement, Contracting and Contract Administration *(For Possible Action)*

5. DISCUSSION ITEMS AND PRESENTATIONS

- 5.1 Update, discussion and potential direction to staff regarding legislative measures and issues being considered during the 81st (2021) Session of the Nevada Legislature *(For Possible Action)*
- 5.2 Approve the FY 2022 – FY 2023 Unified Planning Work Program (UPWP) *(For Possible Action)*

6. REPORTS *(Informational Only)*

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

7. COMMISSIONER ANNOUNCEMENTS AND UPDATES

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

8. PUBLIC COMMENT - *(For Possible Action)*

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

9. ADJOURNMENT *(For Possible Action)*

Pursuant to Section 3 of Directive 006, the requirements contained in NRS 241.020(4)(a) that public notice agendas be posted at physical locations within the State of Nevada has likewise been suspended. Current posting locations:

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



PROCLAMATION

Whereas, promoting alternative forms of transportation such as bicycling that help to improve health and well-being in addition to reducing emissions, traffic congestion and America's dependence on fossil fuels; and

Whereas, creating bicycle-friendly communities has been shown to improve quality of life, by fostering community spirit, improving traffic safety, and stimulating economic growth; and

Whereas, bicycle infrastructure in the Truckee Meadows provides great opportunities to positively impact our recreation and tourism industry by making the region attractive to residents, visitors and new businesses relocating to the Truckee Meadows who enjoy healthy lifestyles and the outdoors; and

Whereas, Nevadans will experience the joys and benefits of bicycling during May through educational and safety programs, community events, or going for individual or group bike rides; and

Whereas, the education of our entire community on the safe operation of bicycles, motor vehicles and shared use of streets is important to ensure the safety and respect of all users on Nevada roadways; and

Whereas, the month of May has been declared National Bike Month since 1956,

Now, Therefore, I, Neoma Jardon, Chairman of the Regional Transportation Commission of Washoe County, do hereby proclaim the month of May 2021 as: **National Bike Month and Bicycle Safety Month in Washoe County, Nevada; and Washoe County Bike Month**

In and for Washoe County, encouraging all residents and visitors to enjoy the benefits of bicycling, recognizing the importance of bicycle safety, and showing mutual respect and awareness of cyclists and drivers on our streets.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY, NEVADA

By _____
Neoma Jardon, RTC Chairwoman

**REGIONAL TRANSPORTATION COMMISSION
WASHOE COUNTY, NEVADA**

FRIDAY

9:00 A.M.

March 19, 2021

PRESENT:

**Neoma Jardon, Reno City Council Member, Chair
Ed Lawson, Mayor of Sparks, Vice Chair
Vaughn Hartung, Washoe County Commissioner
Oscar Delgado, Reno City Council Member**

**Bill Thomas, RTC Executive Director
Adam Spear, RTC Legal Counsel
Kristina Swallow, Director of NDOT**

NOT PRESENT:

Bob Lucey, Washoe County Commissioner

Item 1 ROLL CALL/PLEDGE OF ALLEGIANCE

The regular monthly meeting, held via Zoom, was called to order by Chair Jardon. Following the roll call and the Pledge of Allegiance to the Flag of our country, the Board conducted the following business:

Chair Jardon stated that Executive Director Bill Thomas (E.D. Thomas) requested to move Item 6.1 up to follow the Consent Agenda.

Item 2 PUBLIC INPUT

Chair Jardon opened the meeting to public input and called on anyone wishing to speak on topics relevant to the Regional Transportation Commission (RTC) that are not included in the current agenda. Comments received prior to 4:00 p.m. on March 18th are included in this record of the meeting.

Written comment was submitted March 10, 2021 @ 8:25 p.m., by Mr. John Locke, Keolis coach operator, in which he stated he was sorry to hear about the leaving of Mr. Hassan from Keolis, but he was not surprised.

Written comment was submitted March 15, 2021 @ 6:02 p.m., by Mr. Jeff Church in which he urges public board meetings again – we told him they will begin April 16th.

He would also like the RTC to consider a Reno/Washoe/Carson Trolley and a trolley to Incline, To consider capping the RTC5 indexing, and he opposes SB191 creating a massive tax on electric vehicles.

Chair Jardon said she thinks it's time to note that for the public's information, that the RTC will begin in-person meetings at the April 16, 2021, meeting with live public comment, barring any COVID modifications that may occur between now and then.

Item 3 APPROVAL OF AGENDA

On motion of Commissioner Hartung, seconded by Mayor Lawson, which motion unanimously carried, Chair Jardon ordered that the agenda for this meeting be approved, with E.D. Thomas' request to have Item 6.1 follow Consent.

Item 4.1 thru 4.15 CONSENT ITEMS

Minutes

4.1 Approve Minutes of the February 19, 2021, meeting (*For Possible Action*)

Reports

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

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

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

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

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

Engineering Department

4.7 Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) with Atkins North America, Inc., for additional design services related to the Sky Vista Parkway Rehabilitation Project in the amount of \$235,421 for a new total not-to-exceed amount of \$1,944,489 (*For Possible Action*)

4.8 Approve Amendment No. 2 to the existing Professional Services Agreement (PSA) with Poggemeyer Design Group, Inc., for final design services on the Mill Street Complete Street Project in the amount of \$5,200.00, for a new total not-to-exceed amount of \$715,550 (*For Possible Action*)

4.9 Approve a Regional Road Impact Fee (RRIF) Offset Agreement between the RTC, Red Rock Mega Storage, LLC, and the City of Reno for the dedication of offset-eligible improvements for the modification of the Red Rock Road/Moya Boulevard intersection (*For Possible Action*)

4.10 Approve a recommendation to commence with the sale of five (5) remnant parcels acquired in connection with the Moana Lane Widening Project (APN# 024-020-11; 024-02-08; 020-255-15; 020-255-16; 020-051-02) by sale to adjoining property owners, sealed bids, public auction, or direct sale as may be authorized by law (*For Possible Action*)

- 4.11 Approve a recommendation to commence with the sale of thirteen (13) remnant parcels acquired in connection with the Moana Lane Extension Project (Airway Drive) (APN# 020-291-33; 020-292-31; 020-292-33; 020-292-34; 020-292-35; 020-293-01; 020-321-49; 025-241-31; 025-263-14; 025-263-1; 025-263-16; 025-263-17; 025-263-18) by sale to adjoining property owners, sealed bids, public auction, or direct sale as may be authorized by law (*For Possible Action*)

Public Transportation/Operations Department

- 4.12 Approve an interlocal agreement with the State of Nevada, Department of Health and Human Services (DHHS), Division of Health Care Financing and Policy (DHCFP/Medicaid), to reimburse the RTC for completing paratransit eligibility evaluations for eligible Medicaid recipients as outlined in the ADA regulations of the Federal Transit Administration (*For Possible Action*)
- 4.13 Approve Amendment No. 3 to the Transit Vehicle Purchase Agreement with Proterra, Inc., dated December 9, 2019, for the purchase of two (2) 125 kw shop chargers for a total price of \$106,934 (*For Possible Action*)

Executive, Administrative and Finance Departments

- 4.14 Approve revisions to Management Policy P-40, Information Technology Acceptable Use (*For Possible Action*)
- 4.15 Approve a new Management Policy P-63, Real Property Disposition (*For Possible Action*)

On motion of Commissioner Hartung, seconded by Mayor Lawson, which motion unanimously carried, Chair Jardon ordered that Consent Items 4.1 through 4.15 be approved.

Item 6.1 DISCUSSION ITEMS AND PRESENTATIONS (taken out of order)

Mr. Michael Hillerby of Kaempfer Crowell provided a brief update on activities that recently occurred in the 2021 Nevada Legislative session.

Chair Jardon thanked him for all of his work on this, adding that these are difficult issues that are no fun for anyone to have to figure out, but certainly imperative for our future road and transit.

NDOT Director Swallow said she should note how small the pie is. They have an annual short fall that is the equivalent of their capital program, so it's about \$530 million annually. So, they're not short just by 10%, they're significantly short.

Item 5.1 thru 5.2 METROPOLITAN PLANNING ORGANIZATION (MPO) ITEMS

PUBLIC HEARING ITEMS

- 5.1 Conduct a public hearing regarding approval of the 2050 Regional Transportation Plan (RTP); adopt a resolution approving the RTP (*For Possible Action*)
- a. Staff presentation
 - b. Public hearing
 - c. Action

Ms. Amy Cummings, RTC Deputy Executive Director and Planning Director, addressed the Board to give a presentation update. She first thanked them for their participation and input through the last year and a half of developing this plan. The RTP is a pivotal document for the RTC as a Metropolitan Planning Organization and is required by the federal government in order to use federal funds in our region.

She continued, stating that the RTC is very appreciative of the input from each of the jurisdictions, the elective officials as well as staff. RTC has been in front of the City Councils and County Commission twice. Staff has participated with us on our various advisory committees and we've also had three major public involvement pushes at key milestone stages in the plan, developing the goals and identifying and evaluating alternatives which are reflected in the projects in the plan.

To reiterate what was shown last month, and what the Board requested be updated, the guiding principles will be to support safe and healthy communities, economic prosperity, equity innovation, sustainability, climate action, and to increase travel choices for our community.

The update to this particular version is the addition of a project on Pyramid Hwy., from Ingenuity Avenue to Egyptian Drive, for safety and additional southbound lanes, designated for design in the 2021-2025 timeframe.

We have the Downtown Circulation Study project, this was a separate stand-alone study, in the projects for the 2026-2030 timeframe.

Finally, there are no changes to the projects for the 2031-2050 years of the plan. It is a very balanced combination of safety, multi-modal and capacity needs to help the growing transportation demand in our community over the long-term.

Nothing has been changed regarding transit system projects. We want to move forward with the capital improvements that are currently budgeted in terms of improving bus stops and the 4th STREET STATION. We want to continue FlexRide, which has had a successful demonstration of service over the last year. We also want to continue advancing and looking for those innovative funding strategies to expand our RAPID system on West Fourth Street and South Virginia Street.

In terms of process, I mentioned what we did throughout the life of the plan, but here we do have a Public Participation Plan that specifies some requirements for our process. Those would be to take the document to our Technical Advisory Committee and Citizens Multi-Modal Advisory Committee, both of which did recommend approval to this Board. We held a 21 day public comment period and the comments received up until the posting of the Agenda packet are in your packet as Attachment C to this item. It also includes the formal letters that we received from various stakeholders in the community throughout the development of the process and our response to those.

Three public comments were received and have been shared with the Board members, along with our response to those comments. One of those was inquiring about our process and whether we are following our public participation plan, which we are, and the federal requirements. The federal requirements for MPO's for developing a transportation plan are to consult with the interested stakeholders, such as the jurisdictions, and to provide a period for comment, which we have done.

The public comment period closed yesterday and there is a public hearing following this presentation today.

Chair Jardon said they did receive some correspondence on this public input and process and asked how long we've been using this process.

Ms. Cummings responded that it has been in place for at least 10 years, and most likely longer, but she was not at the RTC at that time so can't speak to how long exactly.

Chair Jardon asked if the process this year has been any different today than what has been in place for at least 10 years.

Ms. Cummings said it was no different this year and then explained the many steps taken in the process and what legal and/or legislative requirements are involved.

She then concluded her presentation and offered to take questions.

Commissioner Hartung thanked Ms. Cummings for a great job.

Chair Jardon concurred, and said they know there is a tremendous amount of work that goes into this document and asked to confirm for the record if approval is needed from the Regional Planning Governing Board and all of the jurisdictional Boards, or do we go in and advise what this Board, with their input, has put together.

Ms. Cummings said the requirement, as an MPO, is that we consult with the jurisdictions as we develop this plan, which has been done over the last year and a half. There is no approval action required from the Federal Transportation standpoint and the U.S. Department of Transportation in terms of extending federal funds. There is a separate state requirement that all plans developed by entities, such as RTC, make sure those plans are in conformance with Truckee Meadows Planning. She said staff has worked with that team throughout this process as well, but following adoption, this plan will be taken to the Regional Planning Commission for their performance review.

Ms. Cummings said she wanted to note that one of the comments received was to extend our public comment period to meet the federal requirements. The response was that we have met the requirements in our public participation plan and from the US DOT.

Chair Jardon asked legal counsel Adam Spear if actions for 5.1 and 5.2 must be separated or can they be taken together.

Mr. Spear said that these are separate actions, so the next step would be to open the Public Hearing on 5.1 and then once that is closed, the Board could either continue to deliberate take action on 5.1.

This item being a public hearing, Chair Jardon opened the meeting to public input, then asked the Board Clerk if proper notice had been given and was any correspondence received.

Yes Madam Chair, comments were received as follows:

Jenny Brekhus emailed on March 15th at 8:26 a.m. pertaining to the RTP 2050 Plan Comment Period. She would like the comment period to be extended for an additional 30 days, and asked for a copy of the Federal MPO regulations.

Amy Cummings replied to her on March 16th at 1:17 p.m. with the Federal MPO requirements that were requested.

Jenny Brekhus emailed a follow up question on March 16th at 4:47 p.m. pertaining to the 2050 Plan Comment Period regarding a new roadway planned for South Meadows.

Amy Cummings replied on March 17th at 1:27 p.m. saying that she would provide these comments to the RTC Board for today's meeting.

Brian Mullins emailed on March 16th at 7:52 a.m. regarding the 2050 Plan Comments, stating his concern is traffic flow.

Amy Cumming replied on March 17th at 2:14 p.m. and copied members of our Engineering Team, who are the leads for the Intersection/Traffic Signal Improvements for response.

Jay Cwiak emailed on March 18th at 9:34 a.m. regarding the 2050 Public Comment. He would like the Commission to put into place a goal of funding projects that would accommodate the needs of the community 20 years out. He had suggestions for transit services.

Amy Cummings replied on March 18th at 11:53 a.m. thanking him for his input and copied members of our transit team to reach out and let him know about the TOPS Project and transit services available.

These comments were emailed to the Commissioners the evening before this meeting.

There being no additional comments received, public input was closed.

Chair Jardon asked Mr. Spear if they were at the action point of Item 5.1.

Mr. Spear responded that they were at the action point of the item and the Board could continue to deliberate or hear a motion to adopt a resolution approving the RTP could be made.

On motion of Commissioner Hartung, seconded by Mayor Lawson, which motion unanimously carried, Chair Jardon ordered that the Federal Fiscal Years (FFY) 2021-2025 Regional Transportation Improvement Program (RTIP) be approved; the resolution approving the RTIP be adopted; and the self-certification regarding the metropolitan transportation planning process be approved.

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

- 5.2 Conduct a public hearing regarding approval of the Federal Fiscal Years (FFY) 2021-2025 Regional Transportation Improvement Program (RTIP); adopt a resolution approving the RTIP and approve a self-certification regarding the metropolitan transportation planning process (*For Possible Action*)**
- a. Staff presentation**
 - b. Public hearing**
 - c. Action**

Chair Jardon asked if proper notice given and any correspondence received.

The Clerk said proper notice was given and there is no public comment.

E.D. Thomas reminded everyone that this is the 5-year plan for the projects that will be coming forward in the near term.

Ms. Amy Cummings, RTC Deputy Executive Director and Planning Director, started the presentation, while Dan Doenges, RTC Planning Manager, was fixing some feedback issues on Zoom.

Ms. Cummings began, saying the Regional Transportation Commission Improvement Program is our 5-year document and again, this is a federal requirement to show how the RTC is obligating federal funds. It does need to be consistent with the Regional Transportation Plan, so staff is very pleased to have these synchronized. This version includes all of RTC's transit, operating and capital expenses, in addition to the project just shown on the roadway side. This document is required to be updated every four years, but RTC typically updates it every two years.

This must also meet the transportation air quality requirement and staff has used the same Air Quality Conformity Analysis that was used for the RTP.

Mr. Doenges then continued the presentation after resolving the feedback issue.

He said that some of the projects and programs don't get into that level of detail in the RTP are also included in the Transportation Improvement Program and some were listed in the presentation, including funding received through the Transportation Alternative Set-Aside Program, the Trip Reduction Program, which really is the vehicle for which we operate the Vanpool Program and our RideMatch Services. There is also the Safe Routes to School Program, which the RTC assists with funding of that position.

The FTA 5310 Program is the program that corresponds with the service providers throughout the region, such as senior services, and this was the subject of the recent coordinated Transportation Plan that was recently approved by the Board. It also lists our transit capital and operating expenditures. These include things like vehicle replacement, equipment replacement, maintenance of the vehicles, and funding for our facilities. Some highlighted are the Meadowood Mall relocation, expansion of the 4th STREET STATION and construction of the Bus RAPID Transit Station on Virginia Street, across from the Peppermill.

Some RTC operating highlights will continue to fund the FlexRide Program and the ED-Pass Program, which is the program which allows for free rides for University and Truckee Meadows Community College students, faculty and staff. Also the BRT Services, particularly the one that is being extended up to the University area on Virginia Street.

Lastly, he showed the breakdown of expenditures across the different project types. The capacity improvements are typically much larger in scope and scale, so it's no surprise that it is a big portion of the funding of the pie chart.

He went on to say that the RTC had a 21 day public comment period that was concurrent with the RTP. No comments were received specific to the RTIP. He then offered to answer any questions.

Commissioner Hartung said he appreciates the hard work, adding that staff has really done a phenomenal job.

There were no additional comments, so Chair Jardon asked for a motion to adopt the resolution.

This being a public hearing, Adam Spear, RTC Legal Counsel, wished to make a clarification in terms of opening the public hearing, and asked the clerk if there was any public comment or input received on this item.

The clerk said there was no further comment on this item.

Chair Jardon said she asked that at the opening.

On motion of Commissioner Hartung, seconded by Commissioner Delgado, which motion unanimously carried, Chair Jardon ordered that the Federal Fiscal Years (FFY) 2021-2025 Regional Transportation Improvement Program (RTIP) be approved; a resolution approving the RTIP be adopted; and the self-certification regarding the metropolitan transportation planning process be approved.

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

Item 7.1 thru 7.3 REPORTS

Item 7.1 RTC Executive Director Report – Presented by Bill Thomas, RTC Executive Director

1. E.D. Thomas said the first thing, which is kind of apropos, given that Dan just gave the RTIP Presentation, the he wanted to announce that Dan is will have his 5-year anniversary with the RTC on April 25th. He then thanked Dan for all of the work he does and all of his contributions to the RTC.

He also mentioned that the meeting day was the 20-Year anniversary for Lee Anne Olivas from our Engineering Department. He said she is going to be moving forward in a change within the organization to make administrative support a little more effective and efficient.

2. It was a big day for public transportation on March 8th as the RAPID Virginia Line extension was officially launched, it is the final component of the Virginia Street Bus RAPID Transit Extension Project.

The official launch was held at a media op event at the newest RAPID station located at the University of Nevada, Reno by Lawlor Events Center. Many thanks to our speakers, Amy Cummings, Chair Jardon, Congressman Amodei, UNR's Vic Redding and Midtown Association president Craig Parish who helped celebrate the start of service for the RAPID Virginia Line.

To quote Amy, "This was a proud day for RTC." and I am very proud of our staff and project team in delivering this project to the region.

He thanked Michael Moreno and Lauren Ball for putting together a great event, which was livestreamed on Facebook and covered by media outlets to mark the occasion. Also, a big thank you to the project team for their hard work, and extensive outreach, including project manager Jeff Wilbrecht, SNC, construction crews, and RTC staff.

3. To date, 78 out of 95 Keolis RIDE bus drivers have received the COVID-19 vaccination. For MTM ACCESS drivers, 41 out of 60 drivers have received their vaccine. The remaining drivers will be scheduled when the Washoe County Health District adds additional vaccination dates.

Due to HIPAA regulations, we do not have information nor can we ask which vaccine was given.

4. Since the pandemic began, the RTC has supported and contributed to the efforts of the region and the state of Nevada to ensure the safety of our community.

The RTC is working to get transportation to those who need assistance getting to and from COVID vaccination locations.

Beginning on Monday, March 22, the RTC will offer free RIDE, FlexRIDE, and ACCESS trips to vaccination locations. Individuals who want to use transit to get their free trip to a vaccination location will need to show the driver their vaccine appointment confirmation email when boarding. Go to rtcwashoe.com for route and schedule information.

Information on other free or low-cost transportation options for people who live in areas not served by public transportation is also available at rtcwashoe.com, click on Coronavirus Precautions on the homepage.

5. We're continuing the process to replace the Arlington Avenue Bridges over the Truckee River and we're looking for community input and invite the public to please watch our virtual public presentation and take a brief survey which is open until March 31st. Links to the presentation and the survey are available at rtcwashoe.com and on RTC social media channels.

6. The RTC is accepting applications through April 26 at noon for the Federal Transit Administration 5310 Grant Program for Federal Fiscal Year 2021. Funds are available for capital and operating expenses to support the provision of transportation services to enhance the specific needs of elderly persons and persons with disabilities.

The total funding available for the two-year award cycle is \$821,333. This grant administered through the RTC is available for programs in the Reno/Sparks urbanized area of Washoe County for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities. Eligible applicants must be private non-profit, private for-profit, or local governmental authorities. Learn more & apply at rtcwashoe.com.

Item 7.2 RTC Federal Report – Presented by Bill Thomas, RTC Executive Director

A written report is provided, as set forth in the briefing materials for this agenda item.

E.D. Thomas highlighted that the most recent Rescue Funding Plan that was approved by Congress and signed by the President, has a formula whereby Transit Agencies such as the RTC receive funding appropriations, which is a little bit atypical, but something that has been happening with the COVID Pandemic. At this time, the estimate, based upon the 132% of our 2018 operating expenses, is that the RTC will be receiving approximately a bit more than \$19 million to go towards operations. There has been no FTA confirmation of the amount or when it would be available, but the understanding is that it would need to be spent for transit operations and costs, particularly those that are associated with the roads and with the pandemic, and that it must be spent by 2024. That information will be presented you at the next Board meeting if received.

The other thing he shared was that it looks pretty clear that the community project funding process is going to be a new endeavor from Congress. The former term for this was earmarks, so this is a new name for a project that was eliminated a little more than 10 years ago. Staff is working very closed with Congressman Amodei, our representative, and he has sent information to us. On behalf of the Board and the community, the money for the Arlington Street bridges. This request will be for approximately \$10 Million to replace local funds for that project. In addition, we will request reconsideration and approval for funding of a Hydrogen Fuel Cell Demonstration Project to explore whether no emission means of providing transit is the one that can and will work for us.

Item 7.3 NDOT Director Report – Presented by Kristina Swallow, Director of NDOT

NDOT Director Kristina Swallow provided her monthly presentation report containing updates on current Nevada safety statistics, the Spaghetti Bowl SBX project, McCarran repaving and the new transit program providing a connection between Northern Nevada and Las Vegas.

That concludes her report and offered to answer any questions.

Commissioner Hartung said he's sorry for the repetitious comments, but he is still hopeful that NDOT will look at the far north end of Pyramid going through Spanish Springs. He said that he and E.D. Thomas had talked about a number 2 lane that would be essentially a truck travel lane from Ingenuity to where the road forks at about Egyptian.

He also asked about the section of 395 where the 17 car pileup occurred; that area has been known as a very treacherous section of 395, and he wondered how often accidents occur there, and has NDOT thought about putting in some emergency flashers that would be connected to a temperature gauge with a notice to say, “roads may be icy” through that area.

Director Swallow said as she had mentioned before, those types of projects do have to go through RTC’s TIP process to get into NDOT’s STIP. So staff may want to look it to determine if that is a higher priority than something else that is currently on the TIP. She wants to make sure we’re working together and addressing regional priorities while recognizing that there are resource constraints. Adding a lane is unfortunately not as simple as it may seem and is a resource allocation so need to make sure to go through the proper process which, includes starting in RTC’s TIP.

She noted for that section of US 395, NDOT is constantly monitoring the weather. They work with their partners at the National Weather Service office in Reno and with NHP, and try to make sure these things don’t happen. However, every now and then, a storm comes in wetter or colder than what is anticipated, and that is what happened here. She said she will work with their team and District 2 to see if they have any thoughts on things we might be able to do differently in that section of US 395.

She then added that she just received a text that NDOT is doing a Road Safety Audit on Pyramid that will be done later this year, which may help inform some of you on this moving forward.

Commissioner Hartung thanked her for the update.

Item 8 *COMMISSIONER ANNOUNCEMENTS AND UPDATES*

There were none.

Item 9 *PUBLIC COMMENT*

Chair Jardon opened the meeting to public input and asked if there were any additional public comments.

There being no other comments having arrived by the March 18, 4:00 p.m. deadline, the Chair closed public input.

Item 10 *ADJOURNMENT*

On motion of Commissioner Hartung, seconded by Commissioner Lawson, which motion carried unanimously, Chair Jardon ordered that the meeting be adjourned at 10:05 a.m.

NEOMA JARDON, Chair
Regional Transportation Commission



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: April 16, 2021

AGENDA ITEM 4.3

From: Amy Cummings, AICP/LEED AP, Director of Planning and Deputy Director

RECOMMENDED ACTION

Acknowledge receipt of the monthly Planning Activity Report

PLANNING STUDIES

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

The purpose of the study is to enhance mobility and connectivity between the growing communities of Spanish Springs and Lemmon Valley and to facilitate safe and equitable access to economic and recreational opportunities while preserving the character and heritage of the area. The project team is currently developing a draft report and has concluded a refined environmental analysis on the proposed corridor alignment alternatives.

Electric and Alternative Fuel Vehicle Infrastructure and Advanced Mobility Plan

The purpose of this plan is to address existing electric and alternative fuel vehicle infrastructure needs in the area as well as to best prepare for continued advances in mobility technology, including the following:

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

The next stakeholder meeting is scheduled for May 5, 2021.

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

The RTC, in partnership with the University of Nevada, Reno (UNR), has received a grant from the US Department of Transportation (DOT) to develop a tool - Automatic Road Feature Extraction from LiDAR (ARFEL)—that automatically extracts highly accurate road geometric features from mobile light-detection-and-ranging (LiDAR) data collected on roads, which will further be used to:

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

The creation of the tool has begun along with all required auxiliary documentation to meet deadlines previously set by the agreement.

Bicycle and Pedestrian Planning

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

- The RTC internal working group has been working to determine count locations for this program and the counts are planned to take place in May.
- Staff is working with NDOT to add a count location on Mt. Rose Highway because NDOT is conducting a corridor study in that area.
- RTC staff is finalizing the draft of the regional bike map.
- The Truckee Meadows Bicycle Alliance is now meeting weekly to plan for Bike Month and Bike Month Community Activities. Staff attends the meetings and supports their efforts. RTC is allowing them to use Smart Trips to track bike trips for commuters in May, helps with the planning of Bike Month and assists with graphic design.
- March 12, 2021, RTC staff worked in conjunction with Safe Routes to School, Vision Zero Truckee Meadows and Safe Kids Washoe County, and participated in Nevada Moves Day at Double Diamond Elementary School. Volunteers were on hand to greet students walking and biking to school, hand out safety information and incentives and discuss pedestrian and bicycle safety with students and parents participating in the annual event.

Vision Zero Truckee Meadows (VZTM)

- Agendas are posted on www.visionzerotruckeemeadows.com. The next meeting is scheduled for April 8, 2021, at 3:00pm.
- Between January 1, 2021, and February 28, 2021, two pedestrians and zero bicyclists were killed in Washoe County. During this same time in 2020, there were six pedestrian and no bicycle fatalities. The data states that there was a 66.67% decrease in pedestrian fatalities in Washoe County during this same timeframe in 2021 as compared to 2020 data.
- The application RTC submitted to NDOT Bicycle and Pedestrian Advisory Board for the mini grant, Share the Road Funding, was completed. The application was submitted on behalf of the Vision Zero Truckee Meadows task force and funds are being sought for a community engagement outreach campaign. The RTC submitted the application for funding to purchase exterior rear bus advertising posters and interior posters to display safety messaging for drivers and vulnerable road users. NDOT contacted the project manager, who stated that this project was selected for funding. An agreement and notice to proceed will be completed.
- The documentary *My Best Friend, A Pedestrian Story* premiered on March 18, 2021, via Zoom. Special guests, including Nevada Governor Steve Sisolak, County Commissioner Michael Naft, NDOT Director Kristina Swallow, Congresswoman Dina Titus, RTC Senior Planner and Vision Zero Project Manager Rebecca Kapuler, and Documentarian Brad Horn were on hand to mark the occasion and discuss pedestrian safety and ideas to help make Nevada communities safer for all roadway users. The stories were produced by Documentarian Brad Horn. The community is encouraged to watch the film online and share the message using this link: <https://youtu.be/9haRr-1qqHg>.

Development Review

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

- Washoe County – 1
- City of Reno – 9
- City of Sparks – 2

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

Staff has met with the planning staff from each jurisdiction to discuss the development review process. This occurs every few years in order to communicate and confirm that the information provided to each jurisdiction is valuable. Staff from planning, public transit and engineering participated in the collaboration meetings. Staff from TMRPA also attended the meetings.

COMMUNITY AND MEDIA OUTREACH ACTIVITIES

RTC staff conducted the following outreach activities from March 15 – April 16:

March 15	Regional Information Center Meeting
March 17	RTC 2021 St. Patrick's Day FREE Safe RIDE
March 17	RTC Transit Initiatives Briefing with FTA Acting Administrator Fernandez, FTA Region IX Administrator Ray Tellis and their staff
March 19	Sen. Cortez Masto Nevada Transportation Roundtable on RTC Federal Priorities
March 22	Regional Information Center Meeting
March 22	First day of free RIDEs to COVID-19 Vaccine Appointments on RTC RIDE, FlexRIDE and ACCESS
March 29	Regional Information Center Meeting
April 1	RTC Technical Advisory Committee Meeting
April 7	RTC Citizens Multimodal Advisory Committee Meeting

Media Relations & Social Media

The RTC issued five news releases and participated in seven media interviews on various topics, including free transportation on St. Patrick's Day, a call for projects for the 2021 FTA enhanced mobility of seniors and individuals with disabilities 5310 grant funds, pavement preservation projects for Armstrong Lane, Yuma Lane and Lund Lane, free transportation to and from COVID-19 vaccine appointments, the activation of a new traffic signal at Rock Blvd./Edison Way, the Arlington Avenue Bridges Replacement project virtual presentation and survey, a Keolis bus driver who received the COVID-19 vaccination, funding the RTC will receive from the American Rescue Plan Act of 2021, and more.

Social media was used to promote the Sun Valley Blvd. Project construction detours, free transportation on St. Patrick's Day, a call for projects for the 2021 FTA enhanced mobility of seniors and individuals with disabilities 5310 grant funds, pavement preservation projects for Armstrong Lane, Yuma Lane, and Lund Lane, free transportation to and from COVID-19 vaccine appointments, the activation of a new traffic signal at Rock Blvd./Edison Way, the Arlington Avenue Bridges Replacement project virtual presentation and survey, COVID-19 transit safety information, NDOT's pedestrian safety documentary, the monthly RTC Board meeting, Transit Driver Appreciation Day, accepting comments on the draft 2050 RTP, and more.

Social media metrics for the month of March: 81,067 impressions on Facebook, Twitter, YouTube, and Instagram.

Informational Materials and Video Production

Four topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included information about free rides to COVID-19 vaccination appointments, the completion of the 2050 Regional Transportation Plan, CMAC member recruitment and a preview of the upcoming Kings Row Project.

COORDINATION WITH PARTNER AGENCIES

Truckee Meadows Regional Planning Agency (TMRPA)

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

Nevada Department of Transportation (NDOT)

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

Statewide Transportation Planning

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: April 16, 2021

AGENDA ITEM 4.4

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

RECOMMENDED ACTION

Acknowledge receipt of the monthly Engineering Activity Report.

BACKGROUND AND DISCUSSION

BICYCLE AND PEDESTRIAN IMPROVEMENTS

Bus Stop Improvement and Connectivity Program

The program is a multi-year effort to upgrade existing bus stops to comply with state and federal requirements, including the Americans with Disabilities Act (ADA). The first phase of bus stop improvements located within public right-of-way (13 bus stops) is complete. The process of obtaining necessary easements for other locations is ongoing. The design consultant, CA Group submitted easement packages for the second phase (37 bus stops) in July and acquisition work continues.

The right of way process continues for bus stops in Phase 2 and 3. The team is compiling plans, specifications, and estimates for the second construction package that is anticipated to advertise as soon as agency reviews are complete.

Center Street Multimodal Improvements Project

The project consists of constructing a two-way cycle track from Ninth Street to Moran Street in Reno. The majority of the improvements include traffic signal, pavement markings and signage modifications. Sidewalk improvements in some locations are being incorporated. The project includes design and construction of a dedicated bicycle corridor between the university and downtown/midtown. The thirty percent (30%) design (preliminary design) is complete. Additional traffic analysis of the downtown road network is occurring prior to continuing forward with final design. Pending the results of the additional analysis and further coordination, an Interlocal Cooperative Agreement (ICA) with the City of Reno will be presented to the RTC Board for approval.

Mill Street Complete Street (Terminal Way to McCarran Boulevard)

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

One hundred percent (100%) design plans and Solicitation Documents have been prepared for submission to the City of Reno for review. Advertisement for bids is planned to start in May 2021.

CAPACITY/CONGESTION RELIEF PROJECTS

Traffic Management - ITS Phase 3

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

- Lake Street from 1st Street to 2nd Street;
- Lemmon Drive from North Virginia Street to US 395; and
- Rock Boulevard from Greg Street to Prater Way

Also included in ITS Phase 3 is a Road Weather Information Sensor (RWIS) at Sharlands Avenue at Robb Drive. The weather sensors will detect ice on the road thereby altering Reno Maintenance Crews that snowplow operations are required in the northwest. The project will install 20 Gridsmart Performance Packages. These are upgrades to existing Gridsmart detection systems and can detect/count pedestrian and bicycles. Advertisement was scheduled in March 2021.

Traffic Management - ITS Phase 4

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

- Sharlands Avenue from Robb Drive to Mae Anne Avenue;
- Double R Boulevard from South Meadows Parkway to Sandhill Road;
- Geiger Grade from South Virginia Street to Veterans Parkway;
- Prater Way from Pyramid Way to Sparks City Hall traffic center
- Feasibility studies for Dynamic Message Signs (DMS) and traveler information systems; and
- ITS Master Plan update including a 5 year future ITS project list

Project is currently in preliminary design phase and Kimley-Horn has been awarded the contract for this project.

North Valleys Package 3B

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. Re-design is underway for a part of the storm drain system due to NDOT permitting requirements. The project is scheduled for construction in summer 2021.

Sparks Boulevard Project

The project seeks to increase safety, increase roadway capacity, and improve bicycle and pedestrian facilities by widening Sparks Boulevard to six (6) lanes between Greg Street and Baring Boulevard. Professional engineering services are underway with Atkins North America, Inc., performing environmental studies and preliminary design. The RTC, in cooperation with the City of Sparks, Nevada Department of Transportation (NDOT) and the Federal Highway Administration (FHWA), is initiating an Environmental Assessment (EA) to evaluate and document the proposed Project's potential impacts.

During the public scoping meeting and the virtual workshops conducted as part of the alternatives development, the proposed project limits extended from (and included) the Greg Street intersection to (and included) the Baring Boulevard intersection. Since that time, the RTC identified potential regional traffic impacts that could result from constructing the Sparks Boulevard Project

simultaneously with construction of Phase 1 of the Pyramid Connector Project. To avoid regional impacts, the RTC proposes to advance the capacity improvements on Sparks Boulevard between Greg Street and the I-80 westbound ramps in 2022 construction season as a separate action in the National Environmental Policy Act (NEPA) process. The remainder of the Sparks Boulevard Project, from the I-80 westbound ramps north to the Baring Boulevard intersection, is the revised Sparks Boulevard Project Area that will be constructed in the 2024/2025 season and continue to be analyzed as part of the EA project.

Traffic Signal Timing 6 Project

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

Progress through April 2021:

- N. Virginia Street BRT Project – TSP signal timing – Design/Implementation in progress.
- S. McCarran Blvd (22 Signals) – Mill St. to Cashill Blvd – Estimated completion June 2021
- W. McCarran Blvd (12 Signals) – W. Plumb Lane to Kings Row – Estimated completion June 2021

Traffic Engineering (TE) Spot 9 – Package 1 Project

The project includes:

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

Titan Electrical Contractors continues with construction of this project.

Traffic Engineering (TE) Spot 9 – Package 2 Project

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

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

Titan Electrical Contractors was awarded the contract. Construction is scheduled to be complete on April 9, 2021.

Traffic Engineering (TE) Spot 10 – Fuel Tax Project

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

- Traffic signal at the intersection of Veterans Parkway and Long Meadow Drive;
- Update traffic signal equipment at the intersection of Victorian Avenue and 16th Street; and
- Rectangular Rapid Flashing Beacon (RRFB) installation at various locations within Reno, Washoe County and Sparks including Western Skies near Brown Elementary School, Steamboat at Horse Ranch, Mayberry at Keele Drive, 7th at McDonald Drive, Sadleir Way at Valley Road, Vista at Domaine Drive, Sparks Boulevard at Ion Drive, and Golden Valley at Estates Drive.

Traffic Engineering (TE) Spot 10 - South Project

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

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

Sixty percent (60%) design is scheduled for submittal at the end of May 2021.

Traffic Engineering (TE) Spot 10 - North Project

The project is currently in the preconstruction stages. The following intersection will be improved with this project:

- Traffic Signal improvements at the intersection of El Rancho Drive/Victorian Avenue.

The project opened bids on March 5, 2021. The construction contract has been awarded to Sierra Nevada Construction (SNC). Construction is anticipated to begin in August 2021.

CORRIDOR IMPROVEMENT PROJECTS

Arlington Avenue Bridges

The Arlington Avenue Bridges Project begins with a feasibility study to analyze possible replacement bridge types and aesthetic themes, document design and environmental criteria, improve safety and multi-modal access in the Wingfield Park area, and review flood capacity requirements. The crossing of the Truckee River at Arlington Avenue has served the community of Reno and provided access to Wingfield Park for nearly a century. The bridges were built in the 1930's and while structurally safe to drive over they are showing signs of wear resulting from the variety of modifications over the years, their age, and the repeated exposure to flood events. The second and final public information meeting was held virtually the month of March. Over 350 people responded to the survey posted with the public meeting. The team is compiling input gathered from the community so final recommendations can be made. NDOT, FHWA and the City of Reno will review final recommendations prior to feasibility being completed. Once the feasibility study is complete, a Request for Proposals will be advertised for the NEPA/Design phase of the project. Construction of the bridges is anticipated to begin in 2025.

Lemmon Drive Project

The project includes widening Lemmon Drive from US 395 to Military Road from four lanes to six lanes and reconstructing the US 395/Lemmon Drive interchange (Segment 1) and improving Lemmon Drive from Fleetwood Drive to Ramsey Way (Segment 2). Final Design plans for Segment 1 is ready for contractor bidding. The anticipated construction start date is June 2021. The project team continues the Level 2 screening process for the top three alternatives. The top three alternatives were presented to the RTC Board at the August 20, 2020, meeting. The Level 2 screening process includes a qualitative evaluation where the top alternatives are screened on the criteria developed and agreed upon by the RTC's Technical Advisory Committee (TAC).

Oddie Boulevard/Wells Avenue Improvement Project

One hundred percent (100%) design plans and solicitation documents were submitted to the City of Reno and Sparks for review. Advertisement for bids to be published by mid-April 2021. RTC is in the negotiation process with Nichols Consulting Engineers (NCE) for construction management services. NCE was the highest scored firm and was selected via consensus after evaluation of four proposals received. The Professional Services Agreement (PSA) will be presented to the RTC Board in May. Additional project information can be viewed at: <http://oddiewellsproject.com/>.

Pyramid Highway and US 395 Connection

Working with FHWA, the RTC transferred the \$23 million BUILD Grant that was received from the USDOT to NDOT for construction of Phase 1 that is scheduled to begin in 2023. NDOT continues to work on the design that consists of increased roadway capacity and multimodal improvements on Pyramid from Queen Way to Golden View Drive. Design of this phase is scheduled to be complete in August 2022, and the estimated overall Phase 1 cost is \$54.1 million. In January 2021, the RTC Board and NDOT approved an Interlocal Agreement associated with Phase 1. The agreement establishes the funding and administrative responsibilities for the remainder of the project. NDOT will administer remaining activities including right of way acquisition, utility relocation and construction.

Sun Valley Boulevard Corridor Improvement Project

Construction activities resumed at the intersection of Sun Valley Boulevard and 7th Avenue. Work is expected to be complete by June 2021. Improvements include added capacity and safety at the intersection, along with traffic signal upgrades. The project included two illuminated crosswalks with flashers at Quartz Lane and Middle Fork Lane, ADA ramps, sidewalk, and bus stops to serve the extension of Bus Route 5. Pavement was reconstructed and striped to add bicycle lanes. Additional information can be viewed at: <http://SunValleyBlvd.org>

Truckee River Shared Use Path Project

The proposed pathway will start at John Champion Memorial Park and continue along the south side of the Truckee River. RTC is working to acquire easements necessary for the pathway. This project was included in the fiscal year (FY) 2017 Program of Projects. The design portion of this project is funded through federal funds and includes oversight by NDOT through a Local Public Agency (LPA) agreement. The project is agreed to be constructed by NDOT through the agreement approved for Spaghetti Bowl Xpress (SBX) after RTC completes NEPA and the required acquisitions. The 408 permit required by United States Army Corp of Engineers (USACE) 408 permit is in its final stages prior to approval.

Virginia Street RAPID Extension

Revenue service for the Virginia Street Bus RAPID Transit Extension to UNR commenced on March 6, 2021. The project is finalizing contract close out activities. Additional information can be viewed at: <http://virginiastreetproject.com/>

PAVEMENT PRESERVATION PROJECTS

2021 Preventive Maintenance (Various Locations)

The 2021 Preventive Maintenance project consists of patching, crack sealing and slurry seal activities on approximately 200 lane miles of roadway. Lumos and Associates, Inc., is currently working on the scope for this year's program and candidate roadways and striping plans have been submitted to the local agencies for review and prioritization. The project advertised on April 1, 2021, with bids opening on April 22, 2021.

Golden Valley Road Rehab Project

The project includes rehabilitation/reconstruction of Golden Valley Road from Yorkshire Drive to North Virginia Street. Lumos & Associates, Inc., is the consultant for design and engineering during construction services. The RTC and Union Pacific Railroad (UPRR) have entered into an agreement for railroad crossing improvements. Construction bids were opened on March 25, 2021. Construction is anticipated to begin in the spring of 2021 and be complete by the end of the summer of 2021.

Kings Row Rehab Project – Phase 1

The project includes rehabilitation/reconstruction of Kings Row from Keystone Avenue to Wyoming Avenue. Lumos and Associates, Inc., is the consultant for design and engineering during construction services. The RTC is working to conclude progressing of necessary rights to easements for ADA compliance. RTC is working to organize bidding of the project for construction to begin in summer 2021.

Kings Row Rehab Project – Phase 2

The project includes rehabilitation/reconstruction of Kings Row from Wyoming Avenue to McCarran Boulevard. Lumos and Associates, Inc., has been selected as the consultant for design and engineering during construction services. Preliminary design and field investigation related work is underway and on track for this project. Construction is expected to begin in spring/summer of 2022.

Newport Lane Rehab Project

The project includes rehabilitation/reconstruction of Newport Lane from Link Lane to McDaniel Street. CA Group is the consultant for Design and Engineering During Construction Services. Design will be complete in early 2021. The construction start date is anticipated to begin in summer of 2021.

Peckham Lane Rehab Project

The project includes rehabilitation/reconstruction of Peckham Lane from S. Virginia Street to Baker Lane. The project also includes driveway, sidewalk and curb ramp improvements. Traffic signal improvements at the intersection of Peckham and Baker are planned as well as providing fiber optic interconnectivity between South Virginia Street and Baker Lane. Engineering work has started with preliminary design expected to be complete by May 2021. Construction is anticipated to begin late spring/early summer of 2022.

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

The project includes rehabilitation/reconstruction of the following street segments: Mayberry Drive from Memory Lane to California Avenue, California Avenue from Hunter Lake Drive to Booth Street and First Street from Sierra Center to Virginia Street. Nichols Consulting Engineers (NCE) is working on incorporating agency/public comments, design and grading of improvements. Utility coordination meetings and property acquisitions are ongoing. One hundred percent (100%) Design submittal is scheduled for June. Utility adjustments and relocations being performed by NV Energy are underway and Truckee Meadows Water Authority work will begin in May. The project will be advertised for bids in late October.

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

The project includes rehabilitation/reconstruction of the following street segments: Lund Lane from Wedekind Road to Northtowne Lane; Armstrong Lane from Susileen Drive to Yuma Lane and Yuma Lane from Armstrong Lane to Hunter Lake Drive. Eastern Sierra Engineering (ESE) is the consultant providing design and engineering during construction services. The project team is currently incorporating agency design review comments and public comments received in September. Design of the project is complete. Bids were opened on February 17, 2021, with Sierra Nevada Construction the lowest bidder.

- Construction has begun with the Lund Lane portion of the project, with expected completion by April 9, 2021.
- Yuma Ln and Armstrong Ln construction will start on April 12, 2021, with an expected completion of mid-June.

Reno Consolidated 22-01 – Sky Valley Drive and Sky Mountain Drive

The project includes rehabilitation/reconstruction of the following street segments: Sky Valley Drive from Summit Ridge Drive to the Highland Ditch and Sky Mountain Drive from the Highland Ditch to Summit Ridge Drive. Eastern Sierra Engineering (ESE) has completed all field investigations and topographic survey work. ESE is working on preliminary design, identification of existing utilities, horizontal layout of improvements, and analyzing bus stop improvements, including connectivity. Fifty percent (50%) design was submitted in March. The team is working on addressing agency comments and grading. Construction is scheduled to begin in the spring of 2022.

Sky Vista Parkway Rehabilitation Project

The project includes rehabilitation/widening of Sky Vista Parkway from just east of Vista Knolls Parkway to Silver Lake Road. Atkins Engineering, SNA-Lavalin (Atkins) is the consultant for design and engineering during construction services. Final design is anticipated to be complete in fall 2021. A right-of-way setting meeting was held and easements, both temporary and permanent, have been identified. Design of landscaping and retaining wall structures will be included in the ninety percent (90%) submittal scheduled for April 2021. Advertisement for bids will follow right-of-way acquisition in March 2022.

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

The project includes rehabilitation/reconstruction of Packer Way from Glendale Avenue to the Cul de Sac and Wild Island Court from Lincoln Way to the Cul de Sac in the City of Sparks. Wood Rodgers Inc. is the consultant for design and engineering during construction services. The construction contract was awarded to Granite Construction. Work on Wild Island Court will begin on April 12, 2021.

REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

Project	Property Owner	Purchase Amount	Amount Over Appraisal
Kings Row Rehabilitation & Reconstruction Project	R & J Group III, LLC	\$1,000	\$0
Bus Stop Improvement and Connectivity Program Project	J-Plus Properties, LLC	\$1,000	\$0
Lemmon Drive Widening Project	North Peak Apartments, LLC	\$48,000	\$9,960

CONTRACTS UP TO \$100,000

SPV Associates, Inc. dba OnIndus in the not-to-exceed amount of \$66,000 for program management support services.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: April 16, 2021

AGENDA ITEM 4.5

Through: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

Acknowledge receipt of the monthly Public Transportation and Operations Report.

BACKGROUND AND DISCUSSION

Highlights



RTC to Recognize Older Americans Month in May – Older Americans Month will be celebrated virtually this year in May. In collaboration with Washoe County Human Services Agency, and to honor and celebrate our most vulnerable population, RTC staff is preparing a recorded video that will be available for viewing called the “ABCs of RTC’s FlexRIDE curbside-to-curbside public transit service.” The video will be presented virtually.

For more information visit <https://www.washoecounty.us/seniorsrv/index.php>.

RTC Offered Free RIDEs on St. Patrick's Day - On March 17, the RTC marked 18 years of providing a safe transportation choice to help people celebrate St. Patrick’s Day responsibly with the FREE Safe RIDE program. Scheduled RTC transit services were free on Wednesday, March 17, from 4 p.m. until 2 a.m. The RTC’s FREE Safe RIDE program supports Vision Zero Truckee Meadows’ goal of zero pedestrian fatalities in our community by 2030. The RTC would not be able to provide this free service to our community without the support of our contributing sponsors, including Atkins, C A Group, HDR, NCE, KOLO 8 News Now, Sierra Nevada Construction, and the Reno-Sparks Convention & Visitors Authority.



RTC Launches Get On. Get Happy. Campaign for RAPID Virginia Line Extension

- With the launch of the new RAPID Virginia Line Extension to the University on March 6, the RTC also launched a new marketing campaign to inform the community of the new service. The campaign, called Get On. Get Happy. was developed to remind the community of the benefits of taking public transportation, specifically the new RAPID



Virginia Line Extension, which travels through central Reno from Meadowood Mall to Midtown Reno, to Downtown Reno and to the University of Nevada, Reno. Not only is taking the bus free for University and TMCC faculty, students and staff with an ID, but with convenient pick-up times every 10 minutes it is a great option for traveling through Reno without worrying about finding a parking spot. The campaign reminds people that when you get on the bus, you can get happy because you are making an easy choice to get where you want to go while helping the environment, avoiding parking hassles and letting someone else take care of the driving. The campaign will be visible on local billboards, social media, and on digital advertising. We encourage everyone to try the RAPID Virginia Line Extension. Now Get On. Get Happy.

RTC RIDE Key Highlights

- Spring Service Change went into effect March 6, 2021 (RAPID Virginia Line Extension).
- Badge On Board event with RPD held on March 10, 2021.
- Reno Vaccination on the Bus media event took place on March 26, 2021. Local news, KTVN Channel 2, filmed one of our operators picking up passengers.
- Keolis continues to collaborate with Busing On The Look-out (B.O.T.L.) on Human Trafficking Prevention & Awareness training for their operators. A portion of March's safety training was dedicated to this very important cause.
- Keolis continues to have a good turnout overall from staff and drivers for the vaccination. Keolis has between 75-80 employees whom have already taken either their first dose, or both doses at this time. Keolis continues to see employees scheduling and eagerly awaiting their appointment date and expressing an overwhelming feeling of relief from Coronavirus anxiety.
- **March Safety Training Courses:**
 - Course activities include: PPE, De-Escalation & Responsibility, B.O.T.L. Refresher and related material, and app link, "Diversity at Work, in the Community, and You!," Keolis Drug & Alcohol Policy and TAF Sign-off, "Safety Matters: PPE Equipment Overview," Lockout/Tagout, Bloodborne Pathogens, with optional refreshers for "Workplace Violence: Looking Out For Each Other," and Transit Mask Mandate Summary and related required quizzes.
- **Health checks:** Additional equipment came in for the completion of the temperature scanners at Villanova.
- Equipment delivered and ready to be configured for the Safety Training Room. Training classes for all managers to be scheduled.

- Keolis celebrated *National Transit Operator Appreciation day* on Thursday, March 18 with its entire staff. Keolis hosted a taco truck at both Villanova and the 4th Street Station and the team had fun playing “Safety-Spin the Wheel” where staff could win some great prizes including RTC and Keolis gift bags and lots of amazing gift cards. Employee appreciation candy bags were also handed out to show our gratitude.



RTC ACCESS Key Highlights

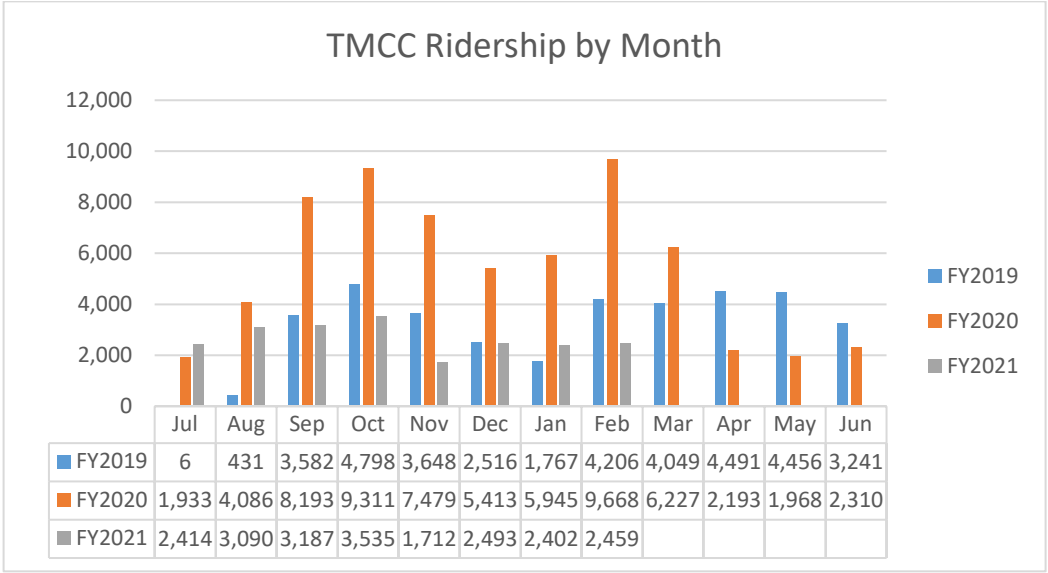
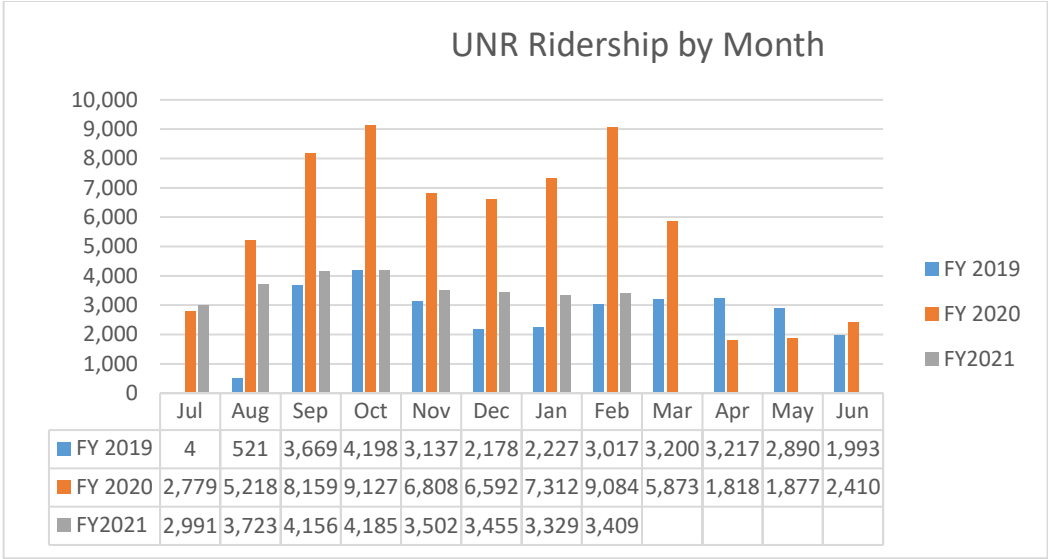
- FlexRIDE update:
 - 55% increase in first time riders
 - Average median wait time = 12.52 minutes
- MTM management held a St. Patrick’s Day Safety Blitz focusing on LLLC (look around, look ahead, leave room, and communicate). Staff fished for Lucky Charm messages ensuring a day full of luck, a bag of goodies, fruit, and a juice.
- MTM also held a staff appreciation Nacho Day in March.



TRANSIT DEMAND MANAGEMENT (TDM) Update

- Vanpools increased to 240 from 235 with over 150 of those serving the Tahoe-Reno Industrial Center (TRIC). Vans are still running to the Army Depot, the prisons and Air National Guard. Tesla continues operations with COVID-19 precautions. Staff is working with Walmart and Chewy, who could join the vanpool program early this year. The Vanpool program has not only rebounded to its pre-pandemic level (218), but has added to that total. Staff will continue to monitor this situation.
- There are no updates on the trip reduction ordinance for the City of Reno.
- At UNR, the students voted on whether to impose a \$3.50 per semester fee on themselves to fund the ED pass program. The measure failed to pass, in large part because the pandemic prevented students from being on campus. As a result, this too prevented RTC staff presence on campus and the ability to educate the students regarding this program. University staff fully supports the program, including President Sandoval. While NDOT staff was working on extending our current Congestion Mitigation Air Quality grant until the end of December 2021, they realized that they had failed to obligate these funds in the first grant. Staff met with NDOT and Federal Highways to figure out how to proceed. The entities agreed to create a new contract for the \$200,000 that will begin upon approval by both the NDOT board and the RTC board and will be effective through September 30, 2022. This will allow staff to work with the students this fall semester when they are back on campus in an effort to get this measure back on the ballot next spring, 2022.
- Staff continues to work with developers to include bus pass subsidy programs in redeveloped apartment complexes in Reno.

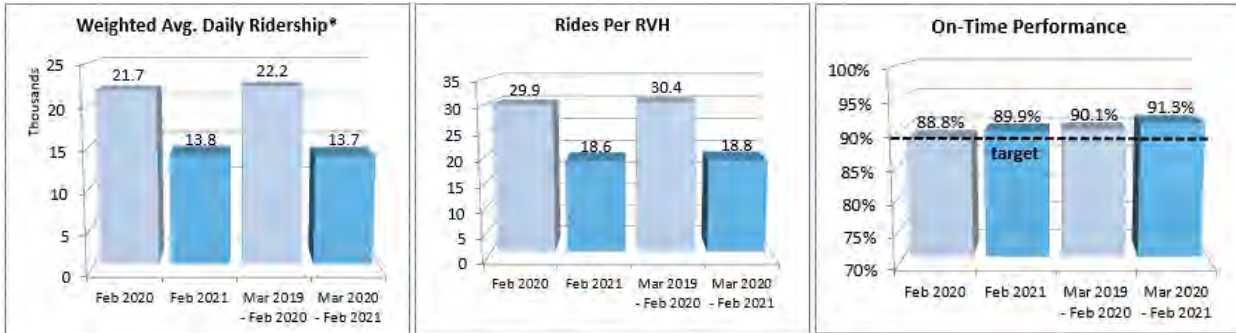
- Ridership numbers from the ED pass program thru February 2021:



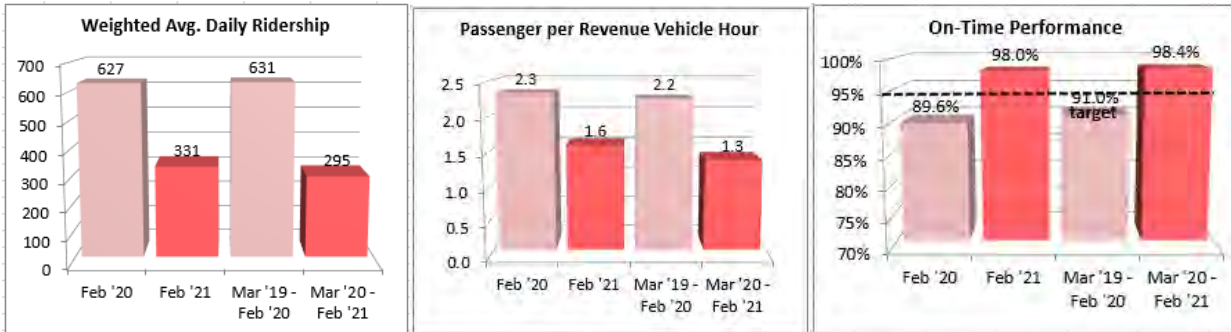
Looking at ridership, you can see that that ridership during the pandemic is still higher than the ridership before the ED Pass pilot program began.

FEBRUARY 2021 TRANSIT PERFORMANCE

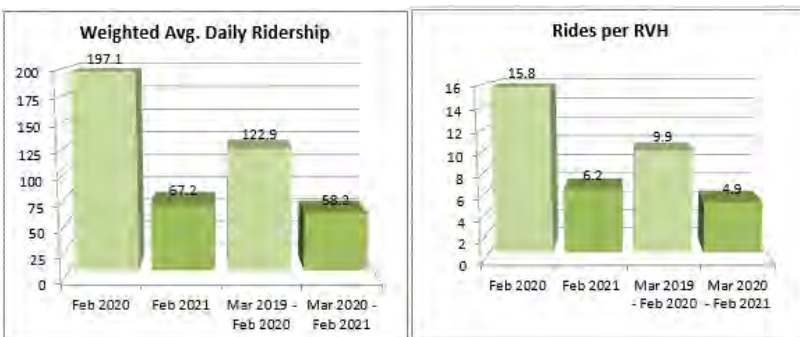
RTC RIDE



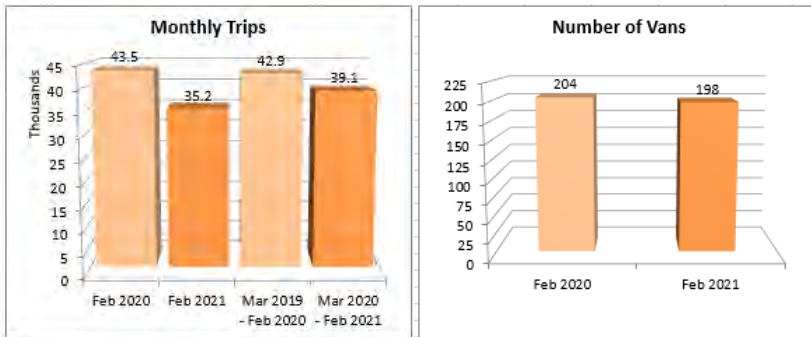
RTC ACCESS



TART



RTC VANPOOL



ATTACHMENTS

- A. RTC RIDE Performance Statistics Table
- B. RTC ACCESS Performance Statistics Table
- C. TART Performance Statistics Table
- D. RTC RIDE Fiscal Year Comparison Charts
- E. RTC ACCESS Fiscal Year Comparison Charts
- F. TART Fiscal Year Comparison Charts
- G. RTC Vanpool Fiscal Year Comparison Charts

RTC RIDE Performance Statistics¹

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Feb 2021	Percent Change	Feb 2020	Mar 2020 - Feb 2021	Percent Change	Mar 2019 - Feb 2020
Monthly Ridership	382,782	-37.7%	614,660	4,957,347	-38.2%	8,020,971
Weighted Avg. Daily Ridership	13,805	-36.3%	21,670	13,691	-38.2%	22,165
Revenue Vehicle Hours (RVH)*	20,567	0.1%	20,540	263,860	-0.1%	264,150
Rides Per RVH*	18.6	-37.8%	29.9	18.8	-38.1%	30.4
Revenue Vehicle Miles (RVM)*	221,295	-5.0%	232,909	2,861,660	-1.6%	2,907,769
Complaints Per 25,000 Rides	3.79	4.6%	3.62	3.53	-4.7%	3.71
On-Time Performance ²	89.9%	1.2%	88.8%	91.3%	1.3%	90.1%

Performance Indicator	Dec 2020	Percent Change	Dec 2019	Jan 2019 - Dec 2020	Percent Change	Jan 2018 - Dec 2019
Revenue	\$226,745	-42.2%	\$392,595	\$3,017,259	-37.3%	\$4,816,053
Farebox Recovery Ratio	6.2%	-57.3%	14.6%	9.1%	-40.1%	15.2%
Subsidy per Ride	\$7.92	116.3%	\$3.66	\$5.57	67.0%	\$3.34

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

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

* - RVH and RVM are preliminary for February

RTC ACCESS Performance Statistics

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Feb '21	Percent Change	Feb '20	Mar '20 - Feb '21	Percent Change	Mar '19 - Feb '20
Monthly Ridership	9,139	-47.4%	17,382	105,141	-53.3%	225,128
Weighted Avg. Daily Ridership	331	-47.2%	627	295	-53.2%	631
Revenue Vehicle Hours	5,855	-21.7%	7,475	78,040	-22.2%	100,295
Passenger per Revenue Vehicle Hour (does not include taxi data)	1.56	-32.9%	2.33	1.35	-40.0%	2.24
Revenue Vehicle Miles (RVM)	79,384	-39.3%	130,704	889,022	-47.9%	1,706,024
Complaints per 1,000 Rides	1.09	46.3%	0.75	0.70	45.4%	0.48
ADA Capacity Denials	0	0.0%	0	0	0.0%	0
Other Denials	0	0.0%	0	0	0.0%	0
Accidents per 100,000 Miles	0.00	-100.0%	0.77	0.76	19.9%	0.64
On-Time Performance (does not include taxi data)	98.0%	9.4%	89.6%	98.4%	8.1%	91.0%
Taxi On-Time Performance	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Performance Indicator	Dec '20	Percent Change	Dec '19	July '20 - Dec '20	Percent Change	Dec '19 - July '19
Revenue*	\$92,962	-42.3%	\$161,108	\$630,265	-32.7%	\$937,074
Farebox Recovery Ratio*	12.97%	-35.09%	19.98%	14.20%	-32.83%	21.14%
Subsidy per Passenger*	\$45.56	65.1%	\$27.60	\$49.87	117.1%	\$22.97

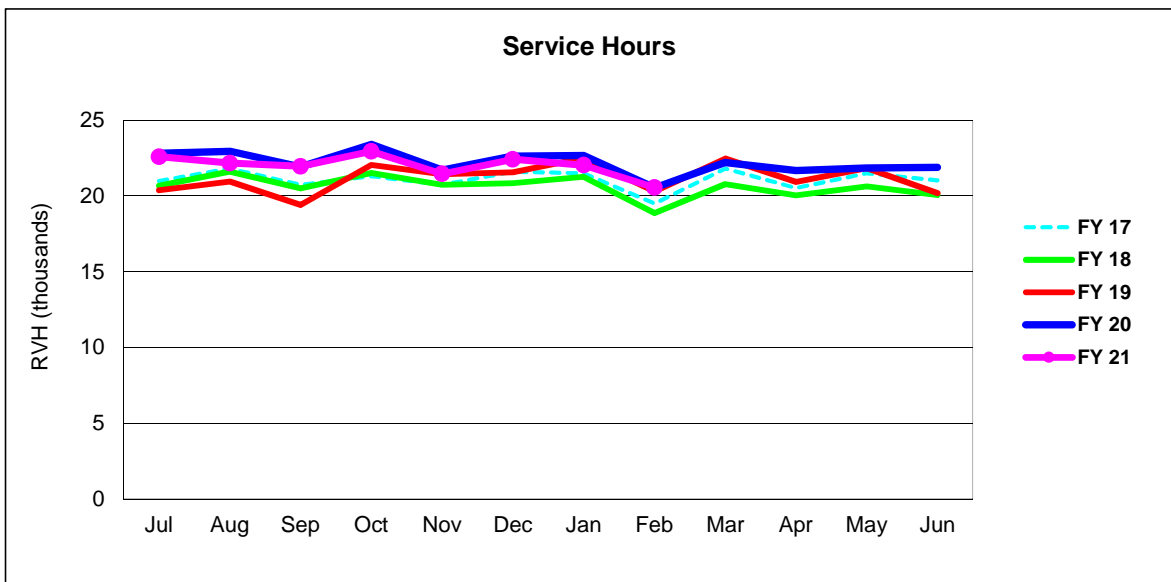
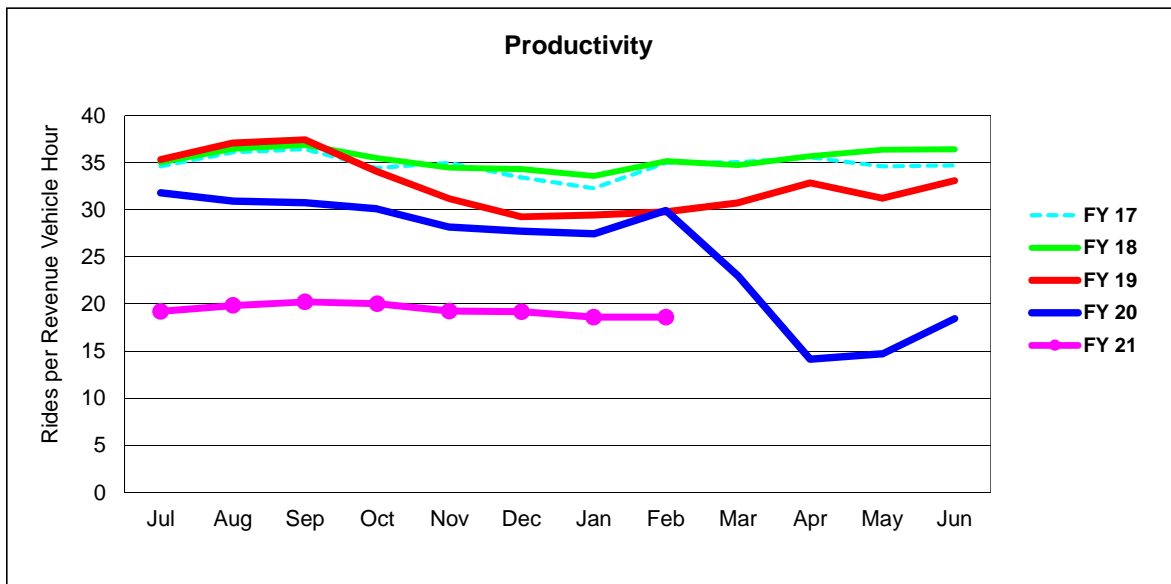
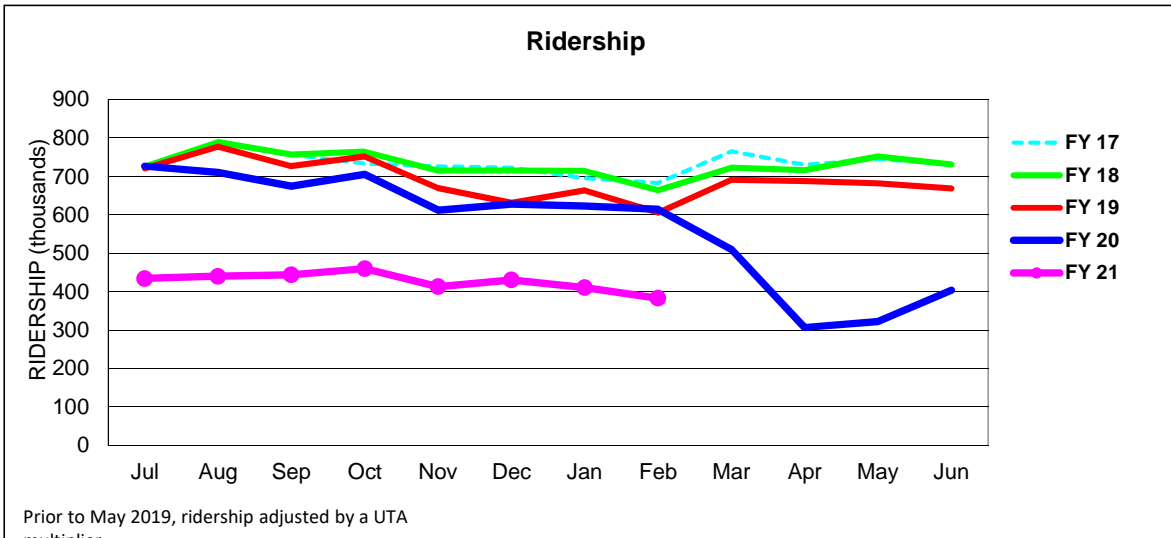
*December 2020 data is the latest available.

TART Performance Statistics

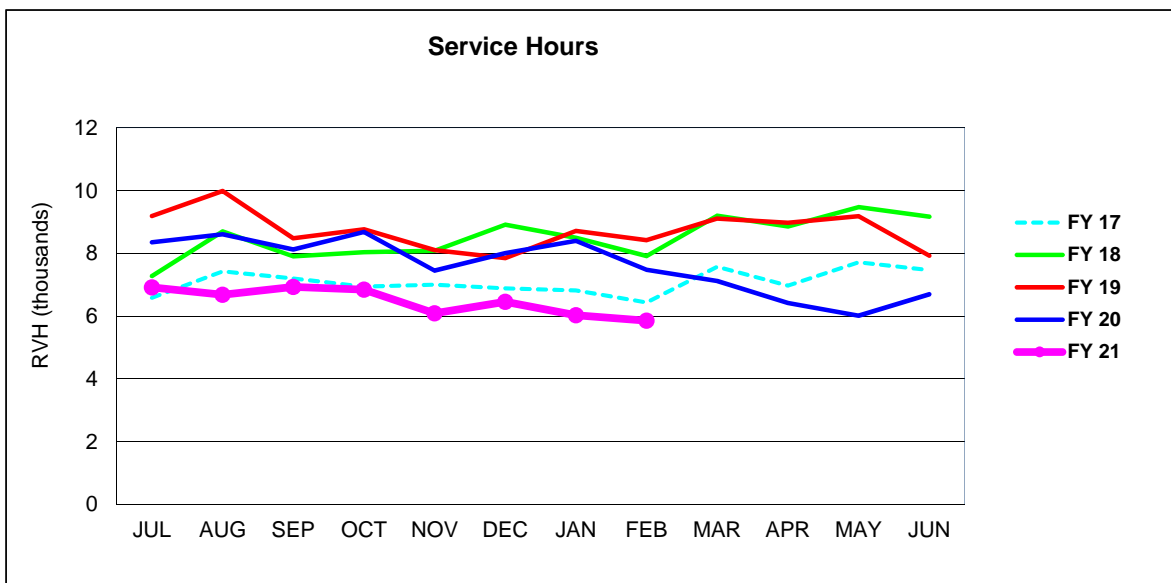
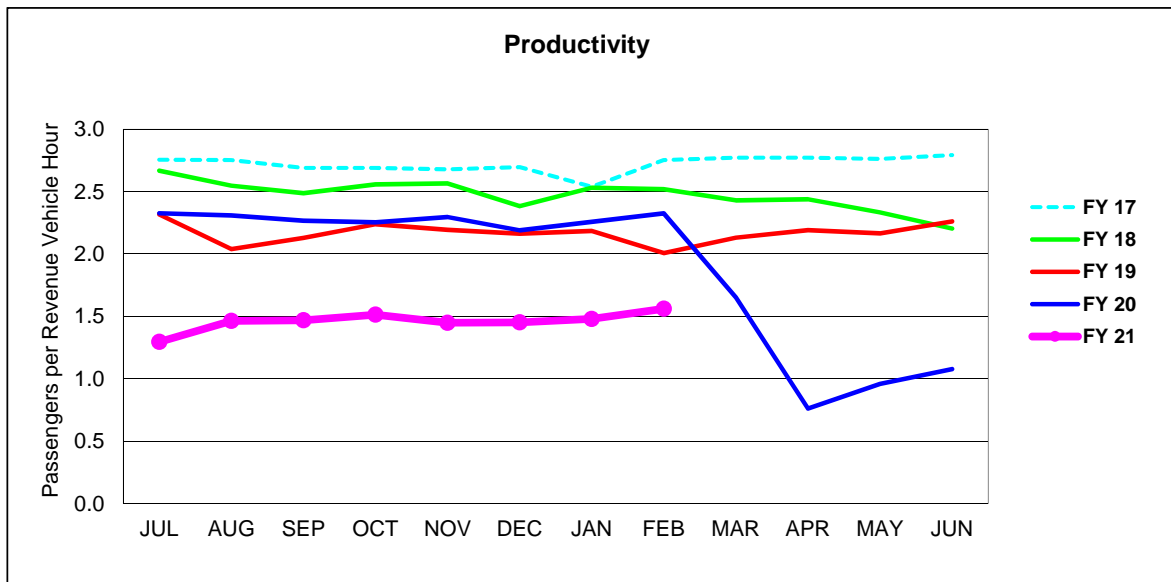
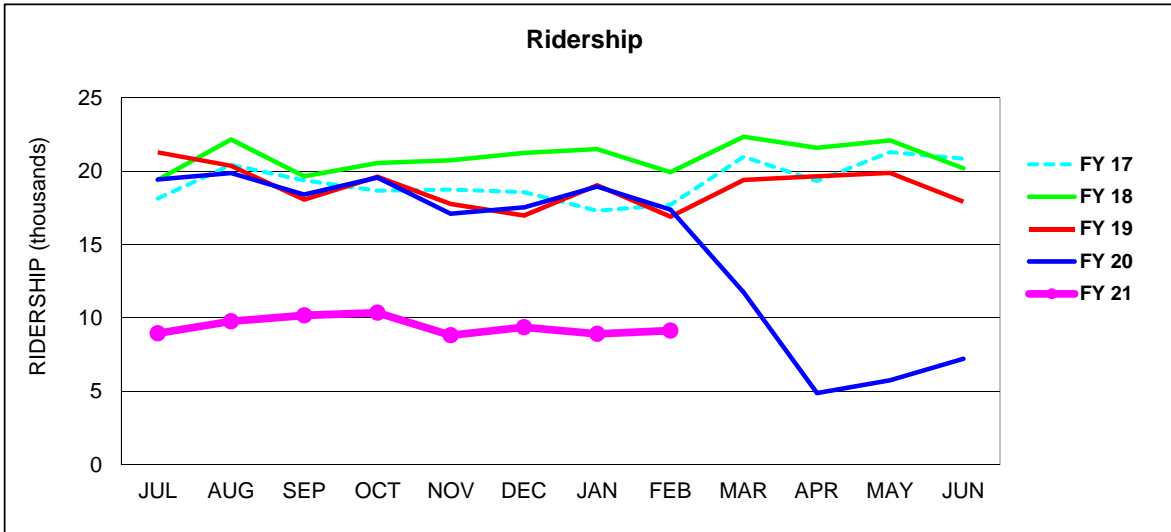
Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Feb 2021	Percent Change	Feb 2020	Mar 2020 - Feb 2021	Percent Change	Mar 2019 - Feb 2020
Monthly Ridership	1,881	-67.0%	5,701	20,953	-52.9%	44,499
Weighted Avg. Daily Ridership	67.2	-65.9%	197.1	58.2	-52.6%	122.9
Revenue Vehicle Hours (RVH)	306	-15.4%	361	4,288	-5.0%	4,514
Rides per RVH	6.2	-61.0%	15.8	4.9	-50.4%	9.9
Revenue Vehicle Miles (RVM)	4,605	-19.4%	5,710	83,975	-9.2%	92,459
Revenue*	\$0	N/A	\$0	\$0	-100.0%	\$32,970
Farebox Recovery Ratio*	0.0%	N/A	0.0%	0.0%	-100.0%	6.0%
Subsidy per Ride	\$20.51	164.0%	\$7.77	\$25.60	120.7%	\$11.60

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

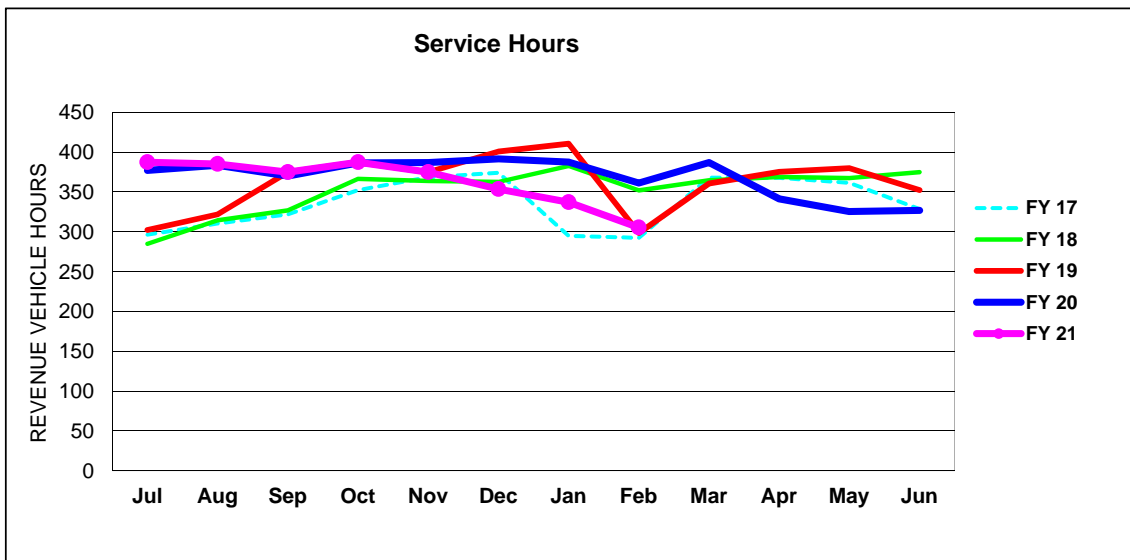
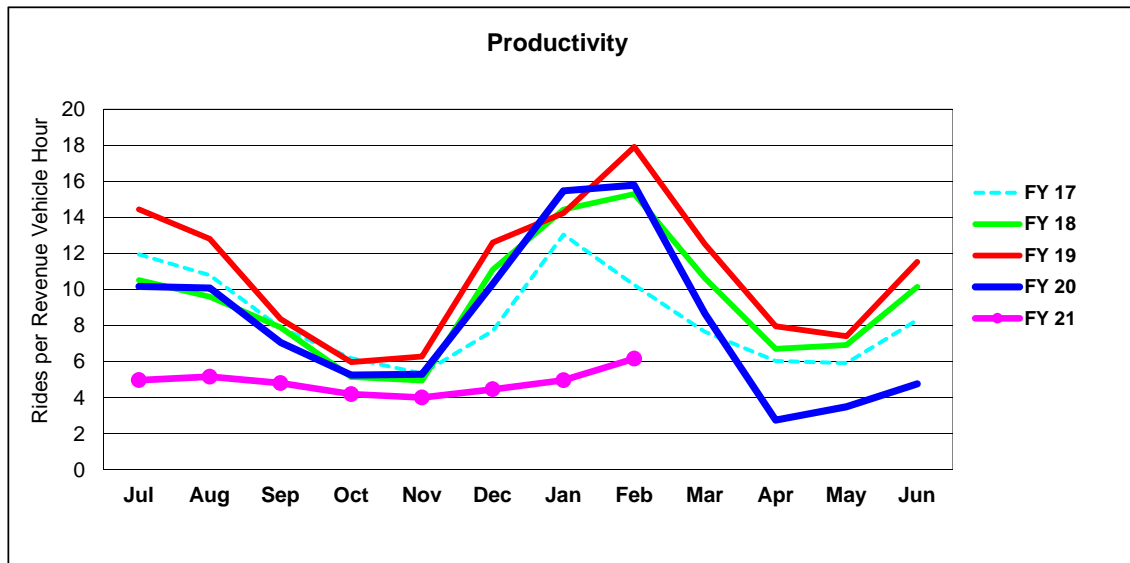
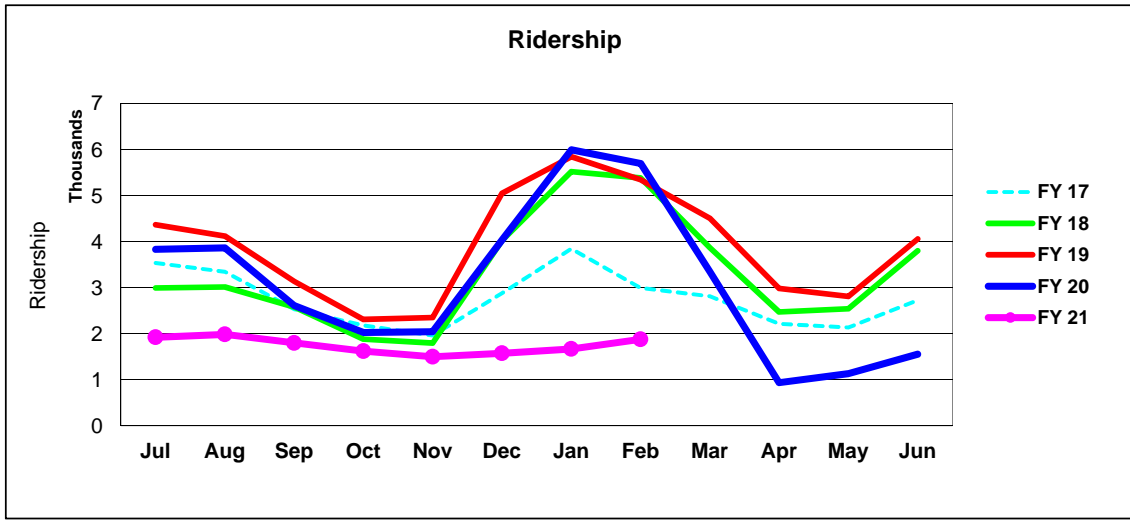
**RTC RIDE
Fiscal Year Comparisons**



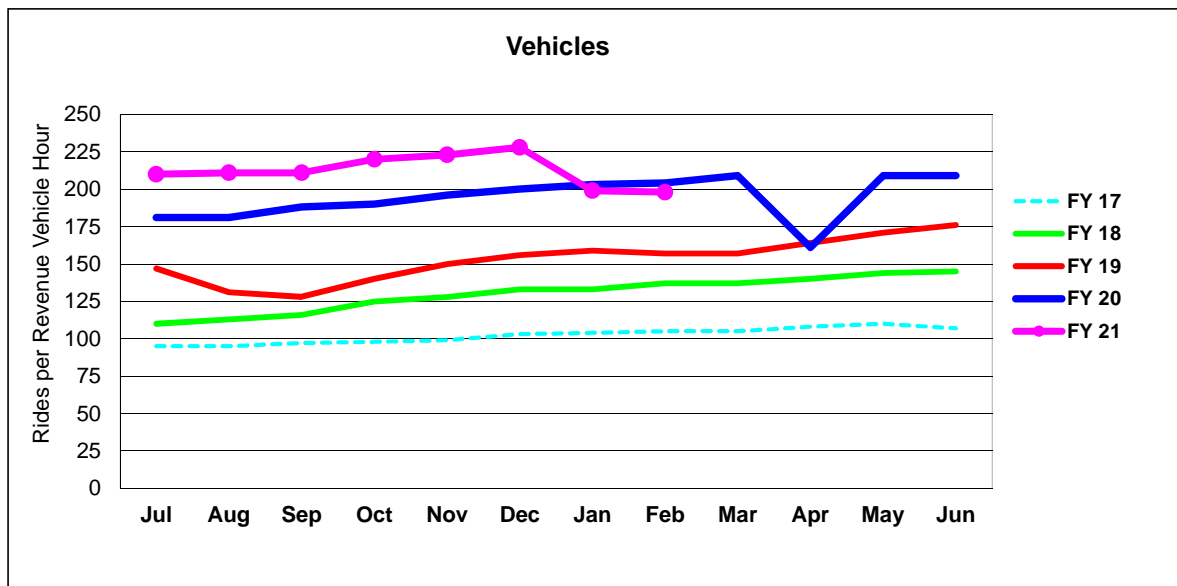
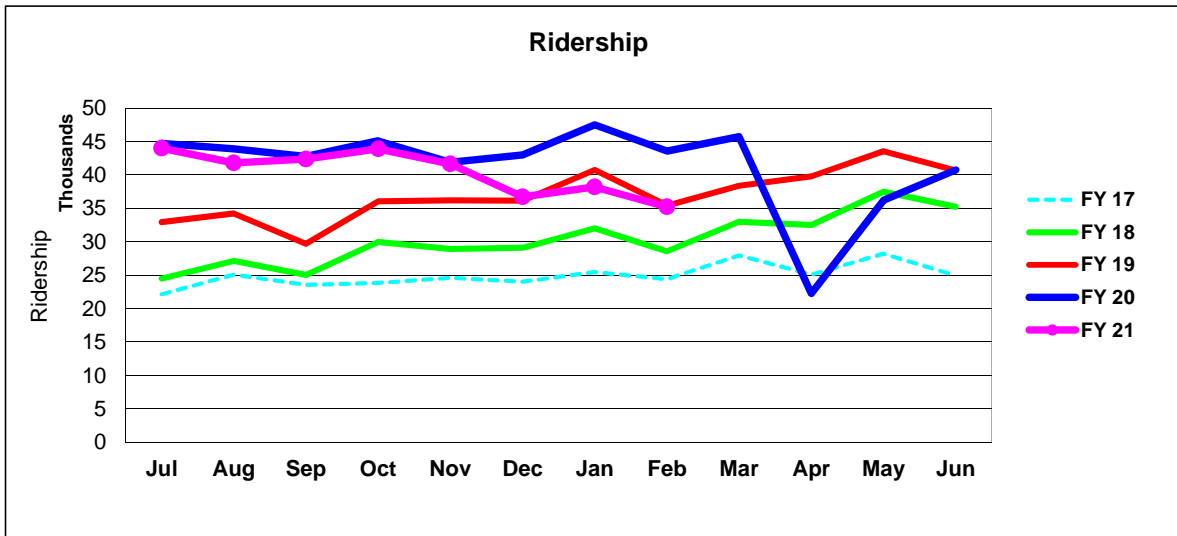
**RTC ACCESS
Fiscal Year Comparisons**



**TART - Nevada
Fiscal Year Comparisons**



**RTC Vanpool
Fiscal Year Comparisons**





REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: April 16, 2021

AGENDA ITEM 4.6

From: Stephanie Haddock, Finance Director/CFO

RECOMMENDATION

Acknowledge receipt of the monthly Procurement Activity Report.

PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
ITS Phase 3	April 08, 2021
Installation for Proterra Bus Chargers	April 13, 2021
2021 Preventative Maintenance	April 22, 2021
Lemmon Drive Segment 1	April 29, 2021
Bus Stop ICP Phase 2	May 04, 2021

<u>Request for Proposals (RFP)</u>	
Project	Due Date
N/A	

REPORT ON INVITATION FOR BID (IFB) AWARDS

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

Project	Contractor	Award Date	Contract Amount
TE Spot 10-North	Sierra NV Construction	3/5/2021	\$ 772,007
Sparks Consolidated 21-01	Granite Construction	3/11/2021	\$ 1,380,380
Golden Valley Road Rehabilitation	West Coast Paving	3/31/2021	\$ 774,000

PROFESSIONAL SERVICES/CONSULTING AGREEMENTS

Per RTC's Management Policy P-13 Executive Director has authority to approve contracts greater than \$25,000 and less than (or equal to) \$100,000.

Project	Contractor	Contract Amount
Program Management Support Services	SPV Associates, Inc. dba OnIndus	\$ 66,000

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

Project	Contractor	Approval Date	Change Order Number	Change Order Amount	Revised Total Contract Amount
N/A					



REGIONAL TRANSPORTATION COMMISSION

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Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: April 16, 2021

AGENDA ITEM 4.7

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

Mark Maloney
Director of Public Transportation

Brian Stewart, P.E.
Engineering Director

RECOMMENDED ACTION

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

BACKGROUND AND DISCUSSION

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

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

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

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

Citizens Multimodal Advisory Committee (CMAC)

The CMAC met on April 7, 2021, and recommended approval of the FY 2022-2023 Unified Planning Work Program (UPWP) and received a report regarding an update on the Arlington Avenue Bridges Project.

Technical Advisory Committee (TAC)

The TAC met on April 1, 2021, and recommended approval of the FY 2022-2023 UPWP and received a report regarding an update on the Arlington Avenue Bridges Project

Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

The RRIF TAC did not meet in March or April prior to the Board meeting.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: April 16, 2021

AGENDA ITEM 4.8

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

RECOMMENDED ACTION

Approve Amendment No. 1 to the existing Interlocal Cooperative Agreement (ICA) with the Center for Advanced Transportation Education and Research (CATER), UNR Civil Engineering Department; for research and engineering support services for 2021 – 2022.

BACKGROUND AND DISCUSSION

This amendment represents a revision of research tasks and constitutes no fiscal change in the original agreement. An amended scope of services associated with this amendment are included as Attachment A. At this time, the corridor performance measures will provide a greater benefit to the regional road network than the nighttime signal coordination. There is no additional cost to the contract with approval of this amendment. The Traffic Operations Management Subcommittee (TOMS) Committee supports this scope change.

FISCAL IMPACT

There is no fiscal impact associated with this amendment.

PREVIOUS BOARD ACTION

January 15, 2021 Approved the sixth two-year cooperative agreement for the UNR Transportation Research Program.

ATTACHMENT

A. Cooperative Agreement Amendment No. 1

AMENDMENT NO. 1
TO
INTERLOCAL COOPERATIVE AGREEMENT

The Regional Transportation Commission of Washoe County, Nevada, hereinafter called the RTC, and the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno, hereinafter called the UNIVERSITY, entered into an Interlocal Cooperative Agreement dated and effective as of January 22, 2021 (the "Agreement"). This Amendment No. 1 is dated and effective as of April 19, 2021.

RECITALS

WHEREAS, the parties have determined that there is a need to amend the Agreement in order to modify the scope of work; and

WHEREAS, UNR will develop a platform to measure corridor performance instead of researching night-time traffic signal coordination.

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

1. Task 2 in Exhibit A of the Agreement is replaced in its entirety with the Task A in Exhibit A attached hereto.
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.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

Bill Thomas, AICP
Executive Director

Board of Regents,
NEVADA SYSTEM OF HIGHER EDUCATION
on behalf of the University of Nevada, Reno

Charlene Hart
Associate Vice President for Research Administration

Exhibit A

New Task 2: Development of a Regional Corridor Performance Measure Platform using Connected-Car Data

Performance measures are becoming an essential element for transportation system management and operations (TSMO). In particular, measures such as vehicle travel time, speed, and stops have been used as key indicators for evaluating regional signal timing projects. Such data have been mainly collected through floating car travel runs, which is time consuming and with very limited sample size. With the continuing technology advancement in the transportation field, more and more high-resolution vehicle trajectory data are becoming available from various data service companies, such as INRIX, Wejo, and Streetlight. The objective of this research task is to develop a corridor performance measure platform that can leverage the rich data sources from such companies. The platform would allow quick extraction of high-resolution trajectory data based on which corridor performance measures can be calculated. Such a platform would allow more accurate evaluation of the quality of corridor performance as a means of ranking and prioritizing corridors for operational improvement through either signal re-timing or capacity enhancement strategies.

Original Task 2: Night-time Signal Coordination

Similar to many other jurisdictions, the signal coordination in the Reno-Sparks region is generally turned off at night times when traffic demand level is not high enough. The justification of such an operation is that running coordination, when traffic volume level is low, can result in minor street vehicles unnecessarily waiting for the main street to terminate while seeing no vehicles on the main street. This is one of the common driver complaints about signal timing. On the other hand, vehicles generally experience more stops on the main street if signal coordination is turned off, which is another source of driver complaints. One possible strategy that can address both issues is to run coordination but with a shorter cycle length. This research will investigate if such a strategy is applicable at selected arterials in the region. Any transition issues due to shorter cycle not accommodating pedestrian timings must also be investigated.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: April 16, 2021

AGENDA ITEM 4.9

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

RECOMMENDED ACTION

Approve Amendment No. 1 to the existing Professional Services Agreement (PSA) with Nichols Consulting Engineers, CHTD, (NCE) for Engineering Design and Engineering During Construction (EDC) services related to Reno Consolidated 20-01 – Mayberry Drive, California Avenue, First Street Project, in the amount of \$159,065 for a new not-to-exceed amount of \$1,072,895.

BACKGROUND AND DISCUSSION

This amendment adds funds for Design and EDC services for the Reno Consolidated 20-01 Project. Final design is underway and due to an increased scope of work, the budget needs to be increased to cover design and construction services. Added scope includes additional storm drain design, performing lighting study, adding street lights at intersection crossings, assistance with utility permits, extending paving limits, additional topographic survey, coordination associated with addressing underground utility conflicts, and public outreach associated with obtaining necessary easements. Fifty-five properties were initially scoped as needing easements for the project; however, as design has progressed only 25 properties are actually being affected. The right-of-way engineering budget shall be reallocated, but additional design services will be necessary to provide a final plans, specifications, and estimate package for the project.

Due to increased scope, the construction contract performance period has increased by 30 working days and additional engineering during construction services will be necessary to provide construction administration, surveying, inspection, and materials testing associated with construction of the Project.

This amendment reallocates \$82,405 of unused right-of-way engineering budget to other design services, adds \$40,000 to the current PSA design amount of \$665,447, and adds \$119,065 to the current PSA EDC amount of \$248,383 for a new total not to exceed amount of \$1,072,895. The cost proposal, amended scope of services, and revised schedule associated with this amendment are included as Attachment A.

FISCAL IMPACT

Project appropriations are included in the approved FY 2021 Budget.

PREVIOUS BOARD ACTION

September 20, 2019	Approved Professional Services Agreement with NCE to provide engineering and construction management services for the Reno Consolidated 20-01
June 20, 2019	Approved the Qualified Consultant List for Engineering Design and Construction Management Services
January 18, 2019	Approved the FY 2020 Program of Projects

ATTACHMENT(S)

A. Reno Consolidated 20-01 Amendment No. 1

AMENDMENT NO. 1

The Regional Transportation Commission of Washoe County (“RTC”) and Nichols Consulting Engineers, CHTD. (“CONSULTANT”), entered into an agreement on October 1, 2019 (the “Agreement”). This Amendment No. 1 is dated and effective as of April 16, 2021.

RECITALS

WHEREAS, RTC and CONSULTANT entered into the Agreement in order for CONSULTANT to perform certain engineering, design, construction management, and quality assurance services in connection with the Reno Consolidated 20-01 – Mayberry Drive, California Avenue, First Street Project; and

WHEREAS, final design is underway and due to an increased scope of work the budget shall be increased to cover design and construction services as described below; and

WHEREAS, added scope includes additional storm drain design, performing lighting study, adding street lights at intersection crossings, assistance with utility permits, extending paving limits, additional topographic survey, coordination associated with addressing underground utility conflicts, and public outreach associated with obtaining necessary easements; and optional R/W Engineering budget shall be reallocated and additional design services shall be necessary to provide a final Plans, Specifications, and Estimate package for the Project; and

WHEREAS, due to increased scope the construction contract performance period has increased by 30 working days, and additional engineering during construction services shall be necessary to provide construction administration, surveying, inspection, and materials testing associated with construction of the Project; and

WHEREAS, the parties desire to amend the Agreement in order to reallocate \$82,405 of unused Right of Way Engineering budget to other design services, provide an additional \$40,000 of budget for design services, provide an additional \$119,065 of budget for construction services, and reallocate \$30,000 of construction contingency to other construction services.

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

1. Section 3.2. shall be replaced in its entirety with the following:

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

Total Design Services (Tasks 2.1.A to 2.1.C and 2.1.E to 2.1.H)	\$655,447
Contingency – Design Services (Task 2.1.I)	\$50,000
Total EDC Services (Task 2.1.J to 2.1.N)	\$347,448
Contingency – Construction Services (Task 2.1.O)	\$20,000
<u>Total (Including Optional Services)</u>	<u>\$1,072,895</u>

2. Exhibit A – Scope of Services of the Agreement is replaced in its entirety with the version of Exhibit A – Scope of Services and Schedule attached hereto
3. Exhibit B – Cost Proposal of the Agreement is replaced in its entirety with the version of Exhibit B – Contract Cost Summary and Cost Proposal attached hereto.
4. All other provisions of the Agreement shall remain in full force and effect.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By _____
Bill Thomas AICP, Executive Director

NICHOLS CONSULTING ENGINEERS, CHTD

By _____
Angie Hueftle, P.E., Principal

EXHIBIT A

SCOPE OF SERVICES **FOR THE** **RENO CONSOLIDATED 20-01 – MAYBERRY DRIVE, CALIFORNIA AVENUE, AND** **FIRST STREET PROJECT**

2.1. SCOPE OF SERVICES

CONSULTANT will provide engineering services for the Reno Consolidated 20-01 Project. The project limits include California Avenue from and excluding the intersection of Booth Street to and excluding the intersection of Hunter Lake Drive, Mayberry Drive from California Avenue to Memory Lane, and First Street from and excluding the intersection of Arlington Avenue to and excluding the intersection of South Virginia Street. Portions of California Avenue currently do not have bicycle or pedestrian facilities. Anticipated improvements include new sidewalk, sidewalk replacement, bicycle lanes, pedestrian ramps, grading and drainage improvements. The intersection of Mayberry Drive and California Avenue will be reconfigured and reconstructed to improve safety. New curb, gutter and sidewalk along portions of California Avenue and the reconfiguration of the California/Mayberry intersection will require new drainage inlets and storm drain improvements. Anticipated improvements for First Street include portions of sidewalk and pedestrian ramp replacement, roadway rehabilitation, and utility adjustments. This scope of services does not include landscape or structural design. The scope of services will generally consist of the following tasks:

2.1.A. Project Management

1. Team and Project Management
 - a. CONSULTANT'S Project Manager will serve as RTC's single point of contact on the contract and will have primary responsibility for coordinating the efforts of the project team and subconsultants. Specific project management tasks to be conducted by CONSULTANT'S Project Manager include monthly budgeting, invoicing, scheduling, subconsultant invoicing, and general project administration. It is assumed the project design duration will be 21-months.
2. Project Coordination
 - a. CONSULTANT'S Project Manager will keep the RTC Project Manager well informed of progress with bi-weekly informal briefings via email or phone call. CONSULTANT'S Project Manager will participate in a project kickoff meeting as well as 50%, 60%, and 90% design review meetings, and up to three coordination meetings with RTC and City of Reno.

2.1 B. Investigation of Existing Conditions

1. Falling Weight Deflectometer (FWD) Testing. Not applicable.
2. Condition Survey.
 - a. CONSULTANT will visually evaluate and document the condition of the existing pavement to include fatigue cracking, potholes, rutting, transverse cracking and raveling. A subjective measure of ride quality will also be obtained.
 - b. CONSULTANT will evaluate curb and gutter, sidewalk, and driveway approach based upon RTC criteria. The CONSULTANT shall also evaluate existing pedestrian ramps for compliance with current ADA standards and consider multi-modal improvements.
3. Traffic Data.
 - a. Traffic data is needed to estimate the past 18-kip equivalent single axle load (ESAL) applications that have contributed to the current condition of the pavement, as well as the future 18-kip ESAL applications that will be required for rehabilitation/reconstruction design. It is assumed that all the information on average daily traffic (current and future), truck percentages and truck factors will be available from the Regional Transportation Commission, City of Reno and/or the Nevada DOT traffic records. The CONSULTANT will also review accident data for possible safety problem areas, and provide recommendations.
 - b. CONSULTANT shall review RTC RIDE bus route schedules, calculate and include ESAL's in the pavement design to ensure proposed structural sections will accommodate a 20-year pavement design life.
4. Geotechnical Investigation.
 - a. Coring/Boring. Prior to start of the geotechnical investigation, CONSULTANT shall perform Subsection Identification and Core Location Selection. Information from both the FWD testing and condition surveys will be reviewed and locations for pavement coring and boring will be identified by CONSULTANT and reviewed and approved by the RTC. It is anticipated that approximately 7 pavement core locations and 4 bores will be required. The primary objective of the coring/boring program will

be to establish pavement, base, and subgrade layer thickness and material types.

CONSULTANT will obtain an encroachment permit from the City of Reno for coring.

Following pavement coring, the subsurface soils will be hand augered, if possible, to a depth of three feet to determine the thickness of aggregate base present and to obtain samples of the subgrade soils for classification. If the subsurface soils are unable to be augered by hand, a drill rig will be mobilized to complete the investigation. Representative samples of the soils encountered will be used for testing to aid in classification and moisture content determination. The results of the field investigation and associated laboratory testing will be summarized in a written report.

b. Soils Investigation. CONSULTANT will perform a geotechnical investigation to formulate geotechnical recommendations for design and construction of this project. Based on our experience in the area, the project site is anticipated to be underlain by glacial outwash deposits. In order to penetrate the very dense gravel, cobbles, and boulders, CONSULTANT will utilize ODEX drilling methods to drill 3 borings to depths of about 10 feet below the existing surface or to refusal, whichever comes first. Soil samples collected in the field will be laboratory tested to evaluate the engineering and mechanical properties. A geotechnical investigation will be completed and will include construction and design recommendations including trench excavatability and backfill; recommendations for trench excavation, corrosion potential, dewatering recommendations if warranted, and foundation recommendations for manhole and/or vault construction.

5. Backcalculation Analysis. Not applicable.

6. Develop Feasible Rehabilitation/Reconstruction Alternatives. Based upon the results of the backcalculation, CONSULTANT will identify feasible pavement rehabilitation and/or reconstruction alternatives for the project. Among the alternatives that will be considered are:

- Full-depth patching (plus AC overlay)
- Mill and fill (plus AC overlay)
- Full Reconstruction
- Roadbed modification (reconstruction)

Upon completion of the geotechnical investigation, CONSULTANT will meet with RTC to present feasible rehabilitation alternatives. CONSULTANT will then apply the design procedures contained in the

latest (1993) AASHTO Guide for Design of Pavement Structures to generate the design layer thickness associated with each pavement alternative.

7. Conduct Life-Cycle Cost Analysis. (Not Applicable)
8. Identify Optimum Rehabilitation/Reconstruction Alternative. Based upon cost analysis, as well as some practical construction considerations, CONSULTANT will prepare the recommended rehabilitation or reconstruction alternative(s) for the project. It should be noted that because of varying conditions along the length of the project, there may be more than one recommendation.
9. Utility Investigation/Depiction
 - a. Overhead Utilities: CONSULTANT will investigate and locate all overhead utilities within the roadway right of way and areas reasonably affected. Deliverable will include depiction of all overhead utilities within the roadway right-of-way on plans developed under Section 2.1.F, Preliminary Design.
 - b. Subsurface Utilities: CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level B/A.
 - c. Utility Coordination: Based on field investigation, CONSULTANT will provide RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to insure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies. CONSULTANT will assist in relocation of utilities with prior rights by facilitating meetings and reviewing utility's design/cost for incorporation into a reimbursement agreement and/or incorporation of the utility work into the RTC plans. As a result of the utility investigation, potholing completed as part of Task 2.1I Design Contingency task, and the project design, it has been determined that relocation of NV Energy's gas line in California Avenue from Westfield Avenue to Mayberry Drive and at the intersection of North Sierra Street and First Street is required. CONSULTANT will coordinate with NV Energy and RTC as needed to facilitate the design and relocation of their facilities, including but not limited, providing NV Energy the project design, reviewing NV Energy's design of the relocated facilities,

participating in the relocation project pre-construction meeting, and incorporating the relocated facilities into the project plans.

As a result of the utility investigation, potholing completed as part of Task 2.1I Design Contingency task, and the project design, it has been determined that the top of an existing AT&T slurried trench on Mayberry Drive and California Avenue from Memory Lane to Booth Street will need to be ground down as part of the project. CONSULTANT will participate in meetings with AT&T and RTC to determine the scope, schedule, and limits of the work.

City of Reno maintenance department has identified the existing storm drain inlets on California Avenue near the Booth Street intersection as an area that receives multiple calls for service during heavy downpours. CONSULTANT will coordinate with RTC and the City of Reno to identify storm drain solutions to minimize impacts to last year's rehabilitation project at Booth Street.

City of Reno had identified a buried/abandoned storm drain structure on California Avenue west of the Mayberry Drive intersection. This section of storm drain can not be inspected with a camera. In addition, the existing storm drain line in this area from Westfield Avenue to Mayberry Drive is too shallow to connect new drop inlets. CONSULTANT will coordinate with RTC and the City of Reno to investigate and provide a design to clean up this section of storm drain.

CONSULTANT will prepare the project information sheet requesting new electric service for new street lights associated with the project, provide NV Energy the project information needed for them to complete their design, and pay the initial payment of \$3000 for the design initiation agreement.

Monthly utility coordination meetings will be held with the RTC and affected utility companies. CONSULTANT will coordinate the meetings with the RTC Project Manager, prepare meeting agendas, and provide meeting summaries following the meeting. It is assumed twelve (12) utility coordination meetings will be held.

CONSULTANT will distribute design review submittals (50% & 90%) to utility agencies for review and comment, and provide RTC a list of utility agencies provided design review submittals and Utility Agency review comments.

- d. Utility Pothole Exploration: Should insufficient information be available from existing records to determine whether or not conflicts between the proposed work and existing utilities will occur, the CONSULTANT shall request approval from RTC to pothole a

sufficient number of locations to make such a determination, as part of Task 2.1I, Design Contingency.

10. Report. The findings and recommendations of CONSULTANT for all tasks identified in Section 2.1.B (with the exception of the utility investigation task) shall be submitted by report with backup documentation. The Geotechnical Report and pavement design shall also be submitted to the Local Entity if the recommended pavement section varies from the Entities standards.

2.1C. Topographic Mapping

1. Topographic Survey. CONSULTANT will conduct a topographic survey of the street right-of-ways. The survey will consist of gathering survey data associated with ground topography and drainage features, existing improvements, evidence of existing utilities, planometrics (buildings, fences, trees, power poles, etc.), and any other pertinent physical features as determined applicable within 20' from the back of curb on Mayberry Drive and California Avenue and to face of building on W. 1st Street. CONSULTANT will utilize the boundary information and the data gathered during the topographic survey to prepare a digital base map for the project site. The digital base map will depict the existing ground topography in one foot contour intervals or spot elevations, parcel boundaries, easements and right-of-ways, roadway and site improvements, planometrics, and evidence of existing utility services (i.e. existing telephone or power, water, storm drain, and sanitary sewer infrastructure etc.).

CONSULTANT will conduct a topographic survey of newly constructed improvements at Booth Street and additional areas at Charles Drive, Forson Drive, Lahontan Way, and west of Booth Street necessary to extend project improvements to meet PROWAG.

CONSULTANT will obtain record right-of-way based upon Washoe County GIS information. The record 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.

2.1D. Right-of-Way Engineering (Optional)

1. Preliminary Title Reports. It is estimated that eighteen (18) temporary construction easements and four (4) permanent easements on twenty-five (25) properties will be required for construction of driveway transitions, improvements at the California and Mayberry intersection, and pedestrian path sidewalk improvements. CONSULTANT will obtain twenty-five (25) preliminary title reports including exceptions and updates. CONSULTANT will review the assessor parcel map, address, and owner information within the title reports and verify the document links within the title reports are correct and functioning. CONSULTANT will coordinate necessary

revisions to the preliminary title reports with the title company. CONSULTANT will deliver the electronic preliminary title reports to RTC. CONSULTANT assumes one update to each of the 25 title reports will be required for the duration of the project. CONSULTANT will coordinate the updates with the title company and deliver the updated title reports to RTC.

2. Boundary Survey. CONSULTANT will review title reports for an estimated twenty-five (25) subject parcels to identify existing encumbrances, record mapping, parcel boundary and/or easement legal descriptions detailed within the exceptions portion of said reports. CONSULTANT will utilize the Washoe County Assessor & Recorder's on-line data base to conduct records research, and obtain current documentation and mapping regarding the various subdivisions and individual parcels which are adjacent to and whose boundaries define the configuration of street right-of-ways associated with the Project. CONSULTANT will use this information to create digital AutoCAD boundary line work necessary for generating search survey coordinates for boundary monuments associated with the subject subdivisions and parcels.

CONSULTANT will establish a horizontal and vertical survey control network on-site that coincides with the North American Datum (NAD 83/94), Nevada State Plane West Zone horizontal datum and the North American Vertical Datum (NAVD 88) vertical datum. CONSULTANT will then perform field boundary surveys of the subject subdivisions and individual parcels. During the field survey, existing property corners, section corners, and Right-of-Way monuments will be located as required to resolve the legal boundaries of the subject parcels and associated right-of-way boundaries.

CONSULTANT will utilize record boundary information in conjunction with the data gathered in the field to prepare a digital boundary base map for the project site. The digital base map will depict parcel boundaries, easement boundaries, street right-of-ways and found boundary monuments.

3. Right-of-Way Setting. CONSULTANT will participate in a meeting to set the right-of-way requirements for the project. CONSULTANT will prepare a meeting agenda and meeting summary. CONSULTANT will prepare a right-of-way summary that identifies all easements necessary to construct the project including acquisitions, partial acquisitions, permanent easements, public utility easements, temporary construction easements, and permissions to construct. The summary will include APN, property owner, address, easement type, easement size, and easement purpose. The summary will be updated as needed throughout the project to reflect updated vesting deeds and final easements.
4. Right-of-Way Maps. CONSULTANT will prepare right-of-way maps including existing and proposed easements, existing right-of-way, APN,

owner information, and size and type of proposed easement. The right-of-way maps will be updated as needed throughout the project to reflect updated vesting deeds and final easements.

5. Legal Descriptions and Exhibits. CONSULTANT will utilize the boundary basemap assembled under Task 2.1D.2 to prepare up to 22 legal descriptions and exhibit figures.
6. Permission to Construct. CONSULTANT will prepare 18 permission to construct exhibits.

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

Deliverables:

1. Preliminary title reports and updated vesting deeds
2. Right-of-way setting meeting agenda and summary
3. Right-of-way summary
4. Right-of-way maps
5. Legal descriptions and exhibits
6. Permission to construct exhibits

2.1E. Public Outreach

1. Public Information Meetings. CONSULTANT will prepare applicable exhibits, assist with facilitation, and document two (2) public information meetings. Presentations will be made by CONSULTANT and RTC to properties adjacent to the project work zone to discuss project improvements, limits, scope, tentative schedule, traffic controls, driveway access, public notification requirements, and concerns of adjacent properties before the plans and specifications are finalized.

CONSULTANT will also participate in two (2) pre public information meetings with RTC staff to discuss and review exhibits, topics, and appropriate responses to questions. CONSULTANT will provide RTC with all publicly viewed information, two weeks prior to their public release for review and comment.

It is assumed RTC will identify appropriate venues, design and place print ads, prepare mailers and press releases, cover the direct costs associated with the meeting venues, print ads, court reporter, Spanish translator, and mailers and those costs are not included as part of the CONSULTANT'S fee.

Deliverables:

1. Public information meeting exhibits
2. One-on-One Meetings With Community Stakeholders. CONSULTANT

will be available for one-on-one briefings/meetings with and presentations to community stakeholders as requested by the RTC Project Manager. It is anticipated that the CONSULTANT will attend up to twenty (20) one-on-one presentations and/or meetings during the course of this project. CONSULTANT will provide meeting minutes as directed by RTC.

Deliverables:

1. Community stakeholder meeting exhibits and summaries

2.1.F. Preliminary Design

1. Conceptual Design. CONSULTANT will develop and evaluate up to three concepts to improve the California Avenue/Mayberry intersection. CONSULTANT will prepare conceptual intersection geometrics, signing and striping, level of service analysis, and memorandum documenting the basis of the recommendations. CONSULTANT will include new sidewalk and signage improvements to demonstrate pedestrian and bicycle connectivity on California Avenue from Hunter Lake Drive to Booth Street.
2. Plans and Estimate. Prepare preliminary Plans and a preliminary cost estimate suitable for RTC and Local Government review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections. Curb, gutter, and sidewalk that are deficient according to both RTC and local entity standards shall be identified.
3. Traffic Signal Modification Design. CONSULTANT will prepare plans, specifications, and estimate (PS&E) for modification of the traffic signal and interconnect system at the First Street/Sierra Street intersection. Work will include:
 - Full inventory of the existing signal system
 - Determining detection scheme and equipment
 - Modifying signal heads
 - ADA accessible design for pedestrian buttons
 - Phasing revisions as appropriate
 - Providing schedules for signal equipment and conductors

It is assumed that modifications at the First Street/Arlington and First Street/South Virginia intersections will not be required and are not included.

2.1.G. Final Design

1. Prepare Final Plans and Specifications

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

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

- Cover Sheet
- Legend, General Notes, and Abbreviations
- Plan/Profile Sheets (at 1"=20' scale)
- Cross-section Sheets (at 1"=20' scale)
- Intersection, Grading, and Pedestrian Ramp Detail Sheets (at 1"=10' scale)
- Traffic Signal Modification Sheets (at 1"=10' scale)
- Signage and Striping Sheets (at 1"=20')
- Detail Sheets (scales as noted).

Depths of existing sanitary sewer and storm drain utilities will be checked and noted on the plans if there is any reason to expect conflict due to vertical clearances. All located, existing underground utilities will be shown on the Plan Sheets accompanied with the following "Note: Subsurface utilities are depicted by their Quality Levels in accordance American Society of Civil Engineers Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). All utility information shown hereon is depicted to Quality Level "C", unless otherwise noted."

CONSULTANT will prepare the design, specifications, and estimate for the grinding of the AT&T slurried trench on Mayberry Drive and California Avenue from Memory Lane to Booth Street.

The Contract Documents and Technical Specifications will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately

covered in the Orange Book. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, City of Reno, utility agencies and other affected parties for review at the 50%, 90%, 100%, and final stages of completion per the following:

- 50% & 90% Plans – Two 11”x17” sets to RTC, six 11”x17” sets to Local Entity, and one 11”x17” set each to utility agencies and other affected parties.
- 90% Specifications – One set each to RTC and Local Entity.
- 100% Plans – Two 11”x17” sets to RTC and one 11”x17” set to Local Entity.
- 100% Specifications – One set each to RTC and Local Entity.
- Final Working Plan Set – One 22”x34” set to RTC, two 11”x17” sets to RTC and one 11”x17 set to Local Entity.
- Final Working Specification Document – One set each to RTC and Local Entity, one copy in MS Word format of the Contract Documents and Technical Specifications to RTC.

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.

- b. Drainage Analysis and Design. CONSULTANT will perform hydrologic and hydraulic analyses of the California/Mayberry intersection, California/Booth Street intersection, and the project area where new curb and gutter and drainage inlets will be installed to assess existing drainage patterns and infrastructure and determine pipe sizes and inlet spacing. CONSULTANT will request mapping of existing storm drain facilities for the project and surrounding areas from the City of Reno, aerial photographs, and topographic information to aid in identifying existing drainage patterns contributing flows to the project area. A hydrologic and hydraulic analysis will be performed per methodology outlined in the Truckee Meadows Regional Drainage Manual to determine peak flows of the design storm at existing and proposed inlets. The results of the hydrologic analysis will include hydraulic calculations and modeling focusing on potential capacity and drainage issues related to catch basins and conveyance within the street section. Regional hydraulic modeling of the storm drain pipe network within the project area is not part of this scope.

The results of the hydrologic and hydraulic analyses will be compiled into a drainage report. Collection and conveyance

facilities will be designed to meet current standards as described in the Truckee Meadows Regional Drainage Manual and the City of Reno Public Works Design manual.

CONSULTANT will prepare the design, specifications, and estimate for a storm drain system on California Avenue at Booth Street, including extending the limits of pavement rehabilitation to Booth Street and as needed to tie-in to the existing storm drain system.

CONSULTANT will prepare the design, specifications, and estimate for a replacement storm drain system on California Avenue between Westfield Avenue and Mayberry Drive.

Deliverables:

1. Draft, Draft Final and Final Drainage Report.
- c. Constructability Review. CONSULTANT shall facilitate a one day workshop to perform a Constructability Review of the Project prior to the 90% 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, project manager, and engineer shall attend and a field review of roadway segments is anticipated. Discussion topics may include review of design in the field, traffic signal equipment procurement, conflict identification, maintenance of traffic (closures/detours), special events, limitations of operations, schedule and phasing.
2. Final Engineer's Opinion of Probable Construction Costs and Time. Provide a final Engineer's opinion of probable construction costs for the project based on the final design and any alternatives or options. The cost opinion will be in the same format as the bid proposal form included in the contract documents. A quality control review of the cost opinion will be performed by the CONSULTANT. The CONSULTANT will also estimate the number of working or calendar days, as appropriate, for the construction of the projects.

2.1.H. Bidding Services

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

directly to RTC. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the RTC.

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

2.1.I. Design Contingency (Optional)

1. This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 2.1.A. to 2.1.H. 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.

2.1.J - O 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.

2.1.J. Contract Administration (Optional)

1. Provide contract administration services as follows:

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

2.1.K. Construction Surveying (Optional)

Provide construction staking as follows:

- Layout of proposed storm drain improvements on California Avenue for NV Energy's gas relocation construction project
- One set of preliminary grading stakes at 50' stations denoting offsets and cut or fill to finish grade. This set of stakes will also delineate clearing and grubbing limits.
- One set of red tops at 50 feet centers for subgrade preparation.
- One set of final curb and gutter, sidewalk, pedestrian ramps, and roadway centerline finish grades stakes at 50 foot stations and 25 foot stations at returns.
- One set of offset stakes for storm drains, head walls, traffic signals, and utility pull boxes and vaults.
- Roadway monuments, referenced in four directions.

2.1.L. Inspection (Optional)

1. Provide Inspector. Provide one full time inspector during all construction activities. 10-hour work days and a 75 working day contract period are anticipated. This inspector will:
 - Attend the preconstruction conference
 - Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
 - Assist in problem resolution with the RTC, contractor personnel, utility agencies, the public and others
 - Prepare daily inspection reports, submitted weekly to RTC and CC'd to the appropriate government jurisdiction(s).
 - Provide quantity reports and assist in contractor's monthly progress payments
 - Provide verification of the distribution of public relation notices required to be delivered by the contractor
 - Assist in preparation of the Punch List
 - Maintain a field blueline set of drawings to incorporate contractor record drawing mark-ups
2. Provide Additional Inspector During Paving Operations. Provide additional inspector during mainline paving days to monitor plantmix bituminous pavement placement and in-place density tests. 60 hours of field inspection and sampling and 60 hours of Nuclear Gauge time are anticipated.

2.1.M. Materials Testing (Optional)

1. Provide Material Testing for compliance with the specifications per the latest edition of the Standard Specifications for Public Works Construction

(Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, native subgrade material, structural fill material and Portland Cement Concrete. Test reports, accompanied with CONSULTANT's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the RTC and CC'd to appropriate governmental jurisdiction(s).

2. Provide AC Plant Inspection and Testing. Provide plantmix bituminous pavement plant inspection and laboratory aggregate testing. 18 hours for plant visits and sampling are anticipated. Laboratory tests will consist of sieve analysis, percent of wear, fractured faces and plasticity index.
3. Provide Asphalt Cement Testing. Sampling and testing of asphalt cement binder material shall be in accordance with Section 1.01A ASPHALT CEMENT of the RTC's Special Technical Specifications. For each paving day, the CONSULTANT's designated representative shall coordinate with and receive asphalt cement binder samples from the designated plant representative. The CONSULTANT's designated representative shall be present during all sampling operations. Each sample will be properly labeled and signed off by both representatives. A sample shall be taken during the production of each "lot" (500 ton) of plantmix bituminous pavement using container no larger than a quart in size. CONSULTANT to submit all asphalt cement binder samples to the Nevada Department of Transportation (NDOT), Material Laboratory, for testing. All samples should accompany with a NDOT form titled "Transmittal for Asphalt Samples" to be provided by the RTC.
4. Provide On-site Nuclear Gauge Testing & Sampling during the placement of aggregate base and fill materials, on-site thin-lift Nuclear Gauge testing & sampling for plantmix bituminous pavement placement, and on-site PCC testing & sampling. 432 hours of field testing are anticipated, and laboratory tests will include moisture density curves, Atterberg limits, and sieve analysis. Test frequency shall comply with the latest edition of the Orange Book.
5. Provide Plantmix Bituminous Pavement Testing. Provide plantmix bituminous pavement tests per each "lot" (500 tons) placed. Laboratory test shall include extraction, aggregate gradation, specific gravity, flow & stability and Marshall unit weight. Reports will also include voids in total mix and voids filled.
6. Provide Plantmix Bituminous Pavement coring and Lab Testing. Lab test shall include core unit weight. Test reports will include percent compaction.
7. Provide Top Lift Longitudinal Joint Testing and Coring. Nuclear density testing will be performed on each side of all longitudinal joints at 200 foot intervals per every 1,000 foot segment. A core will be taken in every 1,000

foot segment near the point of one of the density tests on the side of the joint with the lowest mean joint density. The cores will be tested for specific gravity (air voids and compaction). The test report will include a Paving Plan and a Data/Calculation Sheet.

2.1.N. As-Built Information (Optional)

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.

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

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

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

2.1.O Construction Contingency (Optional)

This is a contingency for miscellaneous increases within the scope of this contract in the performance of services under Tasks 2.1.J. to 2.1.N. If CONSULTANT determines that it is necessary to perform work to be paid out of contingency, CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's prior written approval.

Exhibit A Cont. - Schedule

Reno Consolidated 20-01 Final Design Schedule											
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names				
								T	F	S	Au
1		Final Design	226 days	Fri 8/21/20	Fri 7/2/21						
2		Review of 50% Plan Comments	5 days	Fri 8/21/20	Thu 8/27/20						
3		Potholing	25 days	Mon 8/31/20	Fri 10/2/20						
4		90% PS&E	46 days	Mon 10/5/20	Mon 12/7/20	3					
5		Submit 90% PS&E	1 day	Tue 12/8/20	Tue 12/8/20	4					
6		RTC & COR Review	15 days	Wed 12/9/20	Tue 12/29/20	5					
7		Review of 90% Plan Comments	5 days	Mon 4/12/21	Fri 4/16/21						
8		100% PS&E	40 days	Mon 4/19/21	Fri 6/11/21	7					
9		RTC & COR Review	10 days	Mon 6/14/21	Fri 6/25/21	8					
10		Issued for Bids Plans and Contract Documents	5 days	Mon 6/28/21	Fri 7/2/21	9					
11		Bidding and Contracting	51 days	Tue 11/2/21	Tue 1/11/22						
12		Advertise for Bids	20 days	Tue 11/2/21	Mon 11/29/21						
13		Bid Opening	1 day	Tue 11/30/21	Tue 11/30/21	12					
14		Notice of Intent to Award	1 day	Fri 12/3/21	Fri 12/3/21	13FS+2 days					
15		Protest Period	5 days	Mon 12/6/21	Fri 12/10/21	14					
16		Contract Award	1 day	Mon 12/13/21	Mon 12/13/21	15					
17		Contractor Returns Contract & Bonds	10 days	Tue 12/14/21	Mon 12/27/21	16					
18		NTP	1 day	Tue 1/11/22	Tue 1/11/22	17FS+10 days,26					
19		Construction	75 days	Wed 1/12/22	Tue 4/26/22	18					
20		Right of Way Engineering	200 days	Mon 8/31/20	Fri 6/4/21						
21		Title Reports	25 days	Mon 8/31/20	Fri 10/2/20						
22		Boundary Survey Field Work	20 days	Mon 9/28/20	Fri 10/23/20						
23		Boundary Resolution/Drawing	15 days	Mon 10/26/20	Fri 11/13/20	22					
24		Legal Descriptions	25 days	Mon 11/16/20	Fri 12/18/20	23					
25		Permissions to Construct	90 days	Thu 10/1/20	Wed 2/3/21						
26		Obtain Rights	160 days	Mon 10/26/20	Fri 6/4/21	22					

**Exhibit B
Cost Proposal
Reno Consolidated 20-01**

		Expenses			Subconsultants			Reallocation of Funds	Totals		
		Non Labor	Markup	Cost	Labor	Markup	Cost		# of Hours	Cost	
2.1A	Project Management	1. Team and Project Management		0	\$ -		0	\$ -		118	\$ 22,440.00
		2. Project Coordination	500	25	\$ 525.00		0	\$ -		52	\$ 11,445.00
		Sub-Totals			\$ 525.00			\$ -	\$ 4,000.00	170	\$ 29,885.00
2.1B	Investigation of Existing Conditions	2.a. Condition Survey	200	0	\$ 200.00		0	\$ -		29	\$ 3,630.00
		2.b. Curb/Gutter Survey	25	1.25	\$ 26.25		0	\$ -		29	\$ 3,821.25
		2.c SAD Documents	50	2.5	\$ 52.50		0	\$ -		46	\$ 7,572.50
		3.a. Traffic Analysis			\$ -		0	\$ -		4	\$ 620.00
		3.b ESALs for RTC Ride			\$ -		0	\$ -		6	\$ 930.00
		4.a Coring/Boring	6750	0	\$ 6,750.00	4710	235.5	\$ 4,945.50		24	\$ 15,075.50
		4.b. Geotechnical Investigation			\$ -	14380	719	\$ 15,099.00		2	\$ 15,514.00
		6. Develop Feasible Alternative	25	1.25	\$ 26.25		0	\$ -		38	\$ 6,326.25
		8. Develop Recommended Alternative			\$ -		0	\$ -		20	\$ 3,305.00
		9.a and 9.b. Utility Investigation			\$ -		0	\$ -		22	\$ 2,870.00
9.c Utility Coordination	500	25	\$ 525.00		0	\$ -		196	\$ 28,615.00		
10. Prepare Written Report	200	10	\$ 210.00		0	\$ -		39	\$ 5,610.00		
	Sub-Totals			\$ 7,790.00			\$ 20,044.50	\$ 27,667.75	455	\$ 121,557.25	
2.1C	Topographic Mapping	1. Topographic Survey		0	\$ -	27000	1350	\$ 28,350.00	\$ 6,471.25	5	\$ 35,556.25
2.1D	Right of Way Engineering (Optional)	1. Preliminary Title Reports	38500	1925	\$ 40,425.00		0	\$ -		61	\$ 49,985.00
		2. Boundary Survey			\$ -	37000	1850	\$ 38,850.00		2	\$ 39,140.00
		3. Right of Way Setting	50	2.5	\$ 52.50		0	\$ -		20	\$ 3,262.50
		4. Right of Way Maps	500	25	\$ 525.00		0	\$ -		90	\$ 12,135.00
		5. Legal Descriptions	50	2.5	\$ 52.50	41000	2050	\$ 43,050.00		59	\$ 51,372.50
	Sub-Totals			\$ 41,055.00			\$ 81,900.00	\$ 82,405.00	232	\$ 73,490.00	
2.1.E	Public Outreach	1. Public Information Meetings	1500	75	\$ 1,575.00		0	\$ -		86	\$ 16,055.00
		2. One-on-One Meetings	250	12.5	\$ 262.50		0	\$ -		64	\$ 10,002.50
	Sub-Totals			\$ 1,837.50			\$ -	\$ 3,500.00	150	\$ 29,557.50	
2.1.F	Preliminary Design	1. Conceptual Design	500	25	\$ 525.00	5000	250	\$ 5,250.00		112	\$ 23,175.00
		2. Preliminary 30% P&E	1000	50	\$ 1,050.00		0	\$ -		268	\$ 39,930.00
		3. Traffic Signal Modification Design			\$ -	18000	900	\$ 18,900.00		6	\$ 19,770.00
	Sub-Totals			\$ 1,575.00			\$ 24,150.00	\$ -	386	\$ 82,875.00	
2.1.G	Final Design	1.a Prepare 50% P&E	500	25	\$ 525.00	3000	150	\$ 3,150.00		326	\$ 48,585.00
		1.a (cont'd) 90%, 100% and Final PS&E	1000	50	\$ 1,050.00	3000	150	\$ 3,150.00		935	\$ 138,875.00
		1.b. Drainage Analysis and Design	500	25	\$ 525.00		0	\$ -		182	\$ 28,445.00
		1.c Constructability Review	50	2.5	\$ 52.50	2250	112.5	\$ 2,362.50		32	\$ 6,975.00
		2. Prepare Final Engineer's Estimate			\$ -	1000	50	\$ 1,050.00		25	\$ 4,630.00
		Sub-Totals			\$ 2,152.50			\$ 9,712.50	\$ 48,766.00	1500	\$ 276,276.00
2.1.H	Bidding Services	1. Distribute Final PS&E			\$ -		0	\$ -		6	\$ 890.00
		2. Conduct Pre-Bid Meeting & Addenda			\$ -		0	\$ -		26	\$ 4,120.00
		3. Attend Bid Opening and Tabulate Bids			\$ -		0	\$ -		8	\$ 1,240.00
	Sub-Totals			\$ -			\$ -	\$ -	40	\$ 6,250.00	
2.1.I	Design Contingency (Optional)							\$ -		\$ 50,000.00	
Sub-Total Design Services				\$ 54,935.00			\$ 164,157.00	\$ -	2938	\$ 705,447.00	
2.1.J-O	Construction Services (Optional)	J. Contract Administration (Optional)	500	25	\$ 525.00		0	\$ -		224	\$ 88,765.00
		K. Construction Surveying (Optional)			\$ -	42200	2110	\$ 44,310.00		0	\$ 44,310.00
		L. Inspection (Optional)	7000		\$ 7,000.00		0	\$ -		750	\$ 104,500.00
		M. Material Testing (Optional)			\$ -	97010	4850.5	\$ 101,860.50		0	\$ 101,860.50
		N. As-Builts (Optional)	50	2.5	\$ 52.50		0	\$ -		66	\$ 8,012.50
		O. Construction Contingency (Optional)			\$ -		0	\$ -		0	\$ 20,000.00
	Sub-Totals			\$ 7,577.50			\$ 146,170.50		1340	\$ 367,448.00	
GRAND TOTALS				\$ 62,512.50			\$ 310,327.50		4278	\$ 1,072,895.00	



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: April 16, 2021

AGENDA ITEM 4.10

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

RECOMMENDED ACTION

Approve a Professional Services Agreement (PSA) with Construction Materials Engineers, Inc., (CME) to provide construction management services for the Lemmon Drive Project, in an amount not-to-exceed \$2,291,600.

BACKGROUND AND DISCUSSION

This agreement (Attachment A) with CME is for construction management services for the Lemmon Drive Project in the amount of \$2,291,600. The Project includes widening Lemmon Drive from four (4) lanes to six (6) lanes from US 395 to Military Road, and constructing a Diverging Diamond Interchange (DDI) at the existing US 395/Lemmon Drive Interchange. The interchange improvements within NDOT right-of-way will be completed under an NDOT Encroachment Permit. An Interlocal Agreement between NDOT and RTC authorizes RTC to act on NDOT's behalf and accept construction inspection oversight during construction of NDOT's facilities.

CME was selected as the highest ranked firm out of three (3) firms that submitted responsive proposals for construction management services for the Lemmon Drive Project RFP advertised on November 23, 2020. Negotiation of CME's scope, schedule and budget resulted in an amount for construction management services that is within the appropriated budget.

FISCAL IMPACT

The Lemmon Drive Project appropriations are included in the approved FY 2021 Budget.

PREVIOUS BOARD ACTION

November 20, 2020	Approved Interlocal Cooperative Agreement with NDOT
September 18, 2020	Received an update on the project
August 20, 2020	Received an update on the project
July 17, 2020	Received an update on the project
June 19, 2020	Received an update on the project
May 22, 2020	Received an update on the project

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

ATTACHMENT(S)

A. Professional Services Agreement

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This agreement (this “Agreement”) is dated and effective as of April 16, 2021, by and between the Regional Transportation Commission of Washoe County (“RTC”) and Construction Materials Engineers, Inc. (“CONSULTANT”).

WITNESSETH:

WHEREAS, RTC issued a Request for Proposals for interested persons and firms to perform Construction Management Services in connection with Lemmon Drive Project; and

WHEREAS, the Project is divided into two distinct segments. Improvements proposed for the first segment (“Segment 1”) included widening Lemmon Drive from US 395 to Military Road from four lanes to six lanes and constructing a Diverging Diamond Interchange (DDI) at the existing US 395/Lemmon Drive Interchange. Improvements proposed for the second segment (“Segment 2”) include widening Lemmon Drive from Fleetwood to Chickadee Drive from two lanes to four lanes; and

WHEREAS, Jacobs, the Design Consultant, performed services including final design, cost analysis, special provisions, drainage analysis, traffic analysis, right-of-way services, and public involvement on Segment 1 of the Project; and

WHEREAS, CONSULTANT submitted a proposal (the “Proposal”) to perform Construction Management Services in connection with Segment 1 of the Project and was selected to perform the work.

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

ARTICLE 1 – TERM AND ENGAGEMENT

- 1.1. The term of this Agreement shall be from the date first written above through June 30, 2023, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.
- 1.2. CONSULTANT will perform the work using the project team identified in the Proposal and included as Exhibit A. Any changes to the project team must be approved by RTC’s Project Manager.
- 1.3. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.

- 1.4. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

ARTICLE 2 - SERVICES OF CONSULTANT

2.1. SCOPE OF SERVICES

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

2.2. SCHEDULE OF SERVICES

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

2.3. CONTINGENCY

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

2.4. OPTIONS

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

2.5. ADDITIONAL SERVICES

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

2.6. PERFORMANCE REQUIREMENTS

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

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

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

2.7. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Construction Management Services (Tasks 1.0 to 6.0)	\$2,291,600.00
<u>Contingency</u>	<u>\$50,000.00</u>
Total Not-to-Exceed Amount	\$2,341,600.00

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

ARTICLE 4 - INVOICING

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

ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the Agreement is excluded from this requirement. CONSULTANT and its sub-consultants shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.
- 6.2. CONSULTANT represents that it has secured all necessary licenses, consents, or approvals to use the components of any intellectual property, including computer software, used in providing services under this Agreement, that it has full legal title to and the right to reproduce such materials, and that it has the right to convey such title and other necessary rights and interests to RTC.
- 6.3. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret, or trademarked materials, equipment, devices, or processes used on or incorporated in the services and materials produced under this Agreement.
- 6.4. CONSULTANT agrees that all reports, communications, electronic files, databases, documents, and information that it obtains or prepares in connection with performing this Agreement shall be treated as confidential material and shall not be released or published without the prior written consent of RTC; provided, however, that CONSULTANT may refer to this scope of work in connection with its promotional literature in a professional and commercially reasonable manner. The provisions of this subsection shall not apply to information in whatever form that comes into the public domain. The provisions of this paragraph also shall not restrict CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other entity with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

ARTICLE 7 - TERMINATION

7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

- 10.1. During the performance of this Agreement, CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by RTC setting forth the provisions of this nondiscrimination clause.
- 10.2. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.
- 10.3. CONSULTANT will cause the foregoing provisions to be inserted in all sub-agreements for any work covered by this Agreement so that such provisions will be binding upon each sub-consultant.

ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

11.1. NEGOTIATED RESOLUTION

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

11.2. MEDIATION

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

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

11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 – PROJECT MANAGERS

- 12.1. RTC's Project Manager is Dale Keller or such other person as is later designated in writing by RTC. RTC's Project Manager has authority to act as RTC's representative with respect to the performance of this Agreement.
- 12.2. CONSULTANT'S Project Manager is Martin N. Crew, PE or such other person as is later designated in writing by CONSULTANT. CONSULTANT's Project Manager has authority to act as CONSULTANT's representative with respect to the performance of this Agreement.

ARTICLE 13 - NOTICE

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

RTC: Bill Thomas, AICP
Executive Director
Judy Tortelli
RTC Project Manager
Regional Transportation Commission
1105 Terminal Way
Reno, Nevada 89502
(775) 335-1827

CONSULTANT: Martin N. Crew, PE
President
Construction Materials Engineers, Inc.
300 Sierra Manor Dr., Suite 1
Reno, Nevada 89511
(775) 851-8205

ARTICLE 14 - DELAYS IN PERFORMANCE

14.1. TIME IS OF THE ESSENCE

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

14.2. UNAVOIDABLE DELAYS

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

14.3. NOTIFICATION OF DELAYS

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

14.4. REQUEST FOR EXTENSION

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

ARTICLE 15 - GENERAL PROVISIONS

15.1. SUCCESSORS AND ASSIGNS

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

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

There are no verbal agreements, representations or understandings affecting this Agreement, and all negotiations, representations and undertakings are set forth herein with the understanding that this Agreement constitutes the entire understanding by and between the parties.

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By: _____
Bill Thomas, AICP, Executive Director

CONSTRUCTION MATERIALS ENGINEERS, INC.

By: _____
Martin N. Crew, PE, President

Exhibit A

Scope of Services, Schedule, Project Team

SAMPLE

Exhibit A

SCOPE OF SERVICES

INTRODUCTION

The Regional Transportation Commission of Washoe County (RTC), in coordination with the City of Reno, Washoe County, and the Nevada Department of Transportation (NDOT), is currently in the final design phase of the Lemmon Drive Project (Project).

The Project will widen Lemmon Drive from four (4) lanes to six (6) lanes from US 395 to Military Road, and construct a Diverging Diamond Interchange (DDI) at the existing US 395/Lemmon Drive Interchange. The interchange improvements within NDOT Right-of-Way (R/W) shall be completed under an NDOT Encroachment Permit. An Interlocal Agreement between NDOT and RTC authorizes RTC to act on NDOT's behalf and accept construction inspection oversight of NDOT's facilities. A NDOT crew will NOT be assigned to the Project but a NDOT Resident Engineer shall act as NDOT's representative on construction contract compliance of NDOT's facilities.

The Design Engineering Consultant is Jacobs Engineering, Inc. (Jacobs). Jacobs, as Engineer of Record, will provide engineering support services during construction of the Project under the existing Design Services agreement with the RTC.

The delivery method used for the Project is design, bid, build. The tentative construction start is June 2021 with an anticipated duration of 270 working days and a \$15M - \$20M construction cost estimate.

PROJECT DESCRIPTION

The Project is located in the North Valleys area of Reno, Nevada. The Project will reconstruct the existing lanes and widen Lemmon Drive from four (4) lanes to six (6) lanes from US 395 to Military Road. Roadway construction will also include drainage improvements, slope stabilization, utility adjustments, curb and gutter, continuous raised center median, signage and striping.

For pedestrians and bicyclists, the proposed design includes a separated, 10-foot-wide, shared-use path along the west side of Lemmon Drive, an adjoining sidewalk along the east side and bike lanes in both directions.

New lighting is anticipated along the corridor. Additional street lighting will be installed near the two intersections and the shared-use path will have continuous lighting.

Minor construction work at the (Sky Vista Pkwy/Buck Drive) intersection is limited to maintenance and tie-ins to the new improvements. At the Lemmon Drive/Military Road intersection, the intersection including traffic signals will be modified to accommodate U-turn movements in the northbound to southbound direction.

At the Lemmon Drive Interchange, the new DDI improvements include roadway rehabilitation and reconstruction, ramp realignment, ramp intersection and traffic signal modifications, interchange lighting, signage and striping, retaining walls, landscaping and aesthetic improvements. There are no physical improvements to US 395 mainline or the bridge structure over Lemmon Drive.

PROJECT TEAM

The key members of the Consultant's Project team shall not be altered without approval of the RTC project manager. Members considered key to the consultant's team include:

- Martin N. Crew, PE – Project Principal
- Justin V. Legg – Project Manager
- Rudy Malfabon, PE – Construction Manager
- Todd Salemi, Project Inspector
- Roland “Duke” Brooks – Project Survey
- Kathleen Taylor – Public Outreach

TASKS

1.0 CONSTRUCTION ADMINISTRATION

Construction administration services are anticipated to begin approximately three weeks before the Contractor's notice to proceed in June of 2021. Work effort is expected to be reduced during the winter month and then resume in early 2022 when weather permits. Work will continue to project completion (270 working days) in about October. After the Contractor is substantially complete, it is estimated that the construction administration team will need about four weeks to close out the project.

The CONSULTANT shall provide the Project Team necessary to deliver effective construction administration that will deliver the Project within established schedules and budgets. The initial construction administration tasks, activities, and deliverables are expected to include, but may not be limited to, the following:

- Attend the preconstruction conference and progress meetings
- Perform construction coordination working directly with the RTC Project Manager in conjunction with representatives from the City of Reno and Washoe County Public Works Departments and NDOT
- Develop Quality Assurance/Quality Control Plans and Quality Management related documents as needed
- Review and provide recommendations on contractor's traffic control plans
- Review, stamp, and distribute contractor's submittal for conformance to the contract documents, including plantmix bituminous pavement and Portland Cement concrete mix designs
- Obtain and verify material and equipment certifications are in compliance with the plans, specifications and approved submittals
- 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
- Maintain appropriate documentation in a clear, concise manner and ensure Project Team and agency representatives can easily access
- Provide recommendations to the RTC and Engineer of Record for any necessary construction changes due to field conditions
- Assist in change order review and approval
- Coordinate with NDOT on the interchange improvements and associated traffic control
- Assist the Contractor and RTC to ensure compliance with the NDOT Encroachment Permit
- Public Outreach to community stakeholders and coordinate with agencies on outreach efforts to ensure consistent messages are delivered to the public

The CONSULTANT shall provide sufficient personnel who possess the experience, knowledge, and character to adequately perform the requested services. These services will encompass serving as the RTC’s Construction Manager under the direction of the RTC Project Manager including interpretation of the requirements of the Construction Contract Documents, assessing the acceptability of the Construction Contractor’s work, inspection and materials testing throughout the duration of construction.

The CONSULTANT’s Construction Manager shall be a licensed Professional Civil Engineer registered in the State of Nevada and familiar with all aspects of the Project through close-out.

2.0 CONSTRUCTION SURVEYING

The CONSULTANT shall provide staking as follows:

TASK 2.1 - Project Management DDI & Segment 1

- 2.1.1 Project Management Activities, Scheduling, Monthly Invoicing, Accounting, File Management; PMP Amendment; Proj Mng Mtgs
- 2.1.2 Weekly Construction Coordination Meetings

TASK 2.2 - DDI Survey Layout

- 2.2.1 Horizontal/Vertical Control
Recover/check existing control (if any found) and densify (set) additional project control for construction. This primary project control will be utilized by Jacobs Survey and Contractor through the course of the project.
The horizontal control shall be established using GPS (RTK) and Total Station methods. The vertical control shall be established using differential leveling methods.
- 2.2.2 Right-of-Way / Easements

- Layout Right-of-Way lines on 50 intervals and all event points where there is missing fence (pre/during construction) to ensure work is performed within project limits.
- 2.2.3 Civil Removals
Layout saw cut limits at conformed areas and proposed roadway improvements
- 2.2.4 Rough Grading
Layout geometry of basin (slope stake) with cuts/fills to top and bottom of basin, conform to existing slopes on proposed roadway and slope stake on 25' (maximum) intervals on curves and 50' (maximum) intervals on tangents with line and finish grade offset stakes along with cuts/fills to top/toe of slope. Layout Sub grade hubs to grade for roadway improvements.
- 2.2.5 Civil Roadway Improvements
Layout all roadway centerline alignments (horizontal/vertical), curb and gutter, median curb (mainline and geometric), valley gutters, driveway aprons, bus pads, ADA ped ramps, sidewalk, barrier rail, edge of pavement with line and finish grade offset stakes at 25' (maximum) intervals on curves, 50' (maximum) intervals on tangents and all event points.
- 2.2.6 Retaining Walls/Barrier Walls
Layout top face of wall & bottom of wall with line and finish grade offset stakes at 25' (maximum) intervals on curves, 50' (maximum) intervals on tangents and all event points.
- 2.2.7 Drainage Improvements
Layout drainage structures (manholes, drop inlets, end sections) and pipe alignments with line and finish grade offset stakes for each feature.
- 2.2.8 Traffic Signals/ITS
Layout signal poles, push button peds and pull boxes with line and finish grade offset stakes for each feature.
- 2.2.9 Striping / Signing (**Contingent Item**)
Layout striping at 25' (maximum) intervals on curves and 50' (maximum) interval on tangents and all event points. Layout all signs needed with a line and offset stake.
- 2.2.10 Water Line-24" Main Relocation
Layout new horizontal/vertical alignment and all event/feature points with line and F.G. / I.E. stakes.
- 2.2.11 Utilities/Misc.
Post paving utility locations to bring features/structures up to grade. Any layout needed for relocated utilities.
- 2.2.12 Re-setting Survey Monuments (Property Corners, NDOT Monuments) This task will only be used if there are found or existing monuments destroyed during construction that will need to be reset in original position.
- 2.2.13 QC/As-built Surveys
Check basin post construction to ensure its built per volumetric design, verify pipe inverts are installed per plan, spot check proposed finish grade aggregate on roadways/ramps prior to paving and as-built forms on ped ramps prior to concrete pours both to ensure is built per plan prior to contractor commencing.

TASK 2.3 - SEG1 Survey Layout

2.3.1 Horizontal/Vertical Control

- Recover/check existing control (if any found) and densify (set) additional project control for construction. This primary project control will be utilized by Jacobs Survey and Contractor through the course of the project. The horizontal control shall be established using GPS (RTK) and Total Station methods. The vertical control shall be established using differential leveling methods.
- 2.3.2 Right-of-Way / Easements
Layout new/existing Right-of-Way lines, property lines, Permission to Construct (PTC), Temporary Construction Easement (TCE) and Permanent Easements (PE) on 50 intervals and all event points to ensure work is performed within project limits.
- 2.3.3 Civil Removals
Layout saw cut limits at conformed areas, limits of grinding/grooving on existing PCC and proposed roadway improvements.
- 2.3.4 Rough Grading
Layout geometry of basin (slope stake) with cuts/fills to top and bottom of basin, conform to existing slopes on proposed roadway and slope stake on 25' (maximum) intervals on curves and 50' (maximum) intervals on tangents with line and finish grade offset stakes along with cuts/fills to top/toe of slope. Layout Sub grade hubs to grade for roadway improvements.
- 2.3.5 Civil Roadway Improvements
Layout all roadway centerline alignments (horizontal/vertical), curb and gutter, median curb (mainline and geometric), valley gutters, driveway aprons, bus pads, ADA ped ramps, sidewalk, barrier rail, edge of pavement with line and finish grade offset stakes at 25' (maximum) intervals on curves, 50' (maximum) intervals on tangents and all event points.
- 2.3.6 Retaining Walls/Barrier Walls
Layout top face of wall & bottom of wall with line and finish grade offset stakes at 25' (maximum) intervals on curves, 50' (maximum) intervals on tangents and all event points.
- 2.3.7 Drainage Improvements
Layout drainage structures (manholes, drop inlets, end sections) and pipe alignments with line and finish grade offset stakes for each feature.
- 2.3.8 Traffic Signals/ITS
Layout signal poles, push button peds, pull boxes and vaults with line and finish grade offset stakes for each feature.
- 2.3.9 Striping / Signing (**Contingent Item**)
Layout striping at 25' (maximum) intervals on curves and 50' (maximum) interval on tangents and all event points. Layout all signs needed with a line and offset stake.
- 2.3.10 Electrical
Layout pull boxes and luminaries with line and finish grade offset stakes for each feature.
- 2.3.11 Utilities/Misc.
Post paving utility locations to bring features/structures up to grade. Any layout needed for relocated utilities.
- 2.3.12 Fence

Layout fence at 25' (maximum) intervals on curves and 50' (maximum) intervals on tangents and all event points.

2.3.13 Setting new/Re-setting Survey Monuments (Property Corners, NDOT Monuments)
Set new centerline monuments/ROW monuments as required. The "re-setting Survey Monuments" will only be utilized if there are found or existing monuments destroyed during construction that will need to be reset in original position.

2.3.14 QC/As-built Surveys

Check basin post construction to ensure its built per volumetric design, verify pipe inverts are installed per plan, spot check proposed finish grade aggregate on roadways prior to paving, and asbuilt forms on ped ramps prior to concrete pours both to ensure is built per plan prior to contractor commencing.

3.0 INSPECTION

The CONSULTANT shall provide minimum one (1) full time inspector during all construction activities. 10-hour work days are anticipated. This inspector will:

- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Track quantities of work performed
- Maintain proper documentation for pay application approvals, anticipated changes, and coordination with community stakeholders and agencies
- Assist in issues resolution with the RTC, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted weekly to RTC, Engineer of Record, and to the appropriate government jurisdiction(s)
- Assist in preparation of the Punch List
- Maintain a field blueline set of drawings to incorporate contractor record drawings mark-ups

Additional inspectors as necessary shall be provided during mainline paving days to monitor plantmix bituminous pavement placement and in-place density tests.

4.0 MATERIALS TESTING

The CONSULTANT shall provide the following:

- Material Testing for compliance with the specifications and testing requirements per the latest edition of the Standard Specifications for Public Works Construction (Orange Book) and NDOT Standard Specifications for Road and Bridge Construction (Silver Book).
- AC Plant Inspection and Testing.
- Asphalt Cement Testing.
- On-site Nuclear Gauge Testing & Sampling
- Plantmix Bituminous Pavement Testing
- Plantmix Bituminous Pavement coring and Lab Testing.
- Top Lift Longitudinal Joint Testing and Coring.

The CONSULTANT shall 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 the Project.

The CONSULTANT shall 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) and Standard Specifications (Silver Book) test procedures.

5.0 PUBLIC OUTREACH

5.1.0 SCOPE

This specification covers the contract requirements for the public information program the PI Coordinator is required to provide for this Project. The purpose of the public information program is to build and maintain positive public relations throughout the construction process through continuous, effective two-way communications including opportunities for public review and comment on construction phasing, updates on the progress of the work, and information on changes affecting the movement of traffic. Outreach activities will adhere to State and Federal social distancing regulations.

5.2.0 LEMMON DRIVE PUBLIC INFORMATION AND OUTREACH PROGRAM

The PI Coordinator will support the RTC's Public Affairs Administrator & Public Information Officer (PIO) hereinafter referred to as "Communications Team," and will provide public information as outlined in an outreach program for this Project that will include the following services:

- a) Establish and maintain a comprehensive plan of public outreach activities;
- b) Provide a telephone hotline and public outreach staff to answer Project phone calls, maintain public outreach materials, maintain an administrative record, and provide support for public outreach activities;
- c) Assist the RTC in responding to all public inquiries, including but not limited to telephone and e-mail correspondences; Questions and comments received by phone will be responded to within 24 hours or next business day of receipt, whichever comes first;
- d) Keep records of public inquiries using call/visit logs, phone logs, and meeting notes;
- e) Provide scheduling, support, and materials for the RTC's government liaison activities with the City of Reno, NDOT, Washoe County, and the Regional Transportation Commission and other entities as needed;
- f) Perform public outreach including presentations to businesses, community groups, and neighborhood associations as directed by the RTC. Presentations may include virtual meetings;
- g) Develop and distribute Project fact sheets and newsletters through mailings, door hangers, community displays, neighborhood notices, TV, radio, print advertisements and social media in accordance with RTC style guidelines and provide ample time for review and editing;

- h) Assist in development, staging, and execution of media, site tours and public outreach events, including but not limited to establishing locations, invitations and invite lists, staging, and informational materials for Project groundbreaking and ribbon-cutting ceremonies;
- i) Assist the RTC's Communications Team with media, including assistance with press releases, coordination of requests from the media for interviews and/or detailed Project information, and preparation of articles for use in newsletters and trade publications;
- j) Develop and maintain databases, including lists of property owners, homeowner associations, businesses, agencies, stakeholders, and elected officials within the Project areas that can be used for notification purposes;
- k) Develop, maintain, and send updates to an e-mail database for e-mail alerts and notifications;
- l) Develop and maintain Project updates for public e-mail distribution and posting on the website and social media;
- m) Address other community issues that may arise; and
- n) Attend weekly construction activity/scheduling meetings to gather construction scheduling information to fulfill activities above.

The program will also include the following internal Project group communication requirements:

- a) Develop and maintain monthly public outreach report for the RTC's Project Manager and the RTC's Communications Team, including presentation/informational materials developed, public/media/stakeholder contacts, website updates and all other public outreach activities; and
- b) Attend periodic meetings as needed with the RTC's Communications Team and other staff.

The PI Coordinator will support and assist this effort by providing timely and accurate Project information to the RTC's Communications Team.

5.3.0 APPROVALS

Submit all public information materials, proposed public information activities, responses to comments/questions and plans for review and approval by the RTC prior to implementation and/or distribution to the public.

5.4.0 COMMUNITY AWARENESS EVENTS AND PROMOTION

The PI Coordinator will create opportunities and events for the community engagement throughout the project with direction from RTC's Communications Team.

- a. This could include business patronage programs to help minimize impacts to adjacent businesses;
- b. An educational awareness campaign to "Drive the DDI" directing stakeholders to the project website to learn more;
- c. Project survey with adjacent business partnerships;
- d. Develop and coordinate small, social distanced community events to create awareness of the project improvements. These efforts will be documented and results can be shared with partner agencies and RTC Board to demonstrate measurable stakeholder engagement.

5.5.0 MEDIA RELATIONS

The RTC's Communications Team will manage all media relations, including issuing press releases, media advisories, and maintaining regular contact with the media. Refer all requests from the media for interviews, quotes, and/or detailed Project information directly to the RTC's Communications Team. During the course of the Project, immediately notify the RTC of any situations that may involve the media.

The PI Coordinator will assist the RTC's Communications Team by providing timely information on Project activities for use by the media. Such information will include, but not be limited to, press releases and press kits, maps and illustrations for news media use, notifications and illustrations of lane and ramp closures, speaking points, and Project tours for media representatives. When requested by the RTC, provide a spokesperson for media interviews.

5.6.0 PUBLIC OUTREACH AND COORDINATION PLAN

Within 30 calendar days after the Project Notice to Proceed, submit a Public Outreach and Coordination Plan to the RTC for review and comment. Address the goals, methods and activities that will be used to build and maintain positive public relations throughout the Project duration. As a minimum, include the following within the Plan:

- a) Internal communications and protocols;
- b) Identification of stakeholders and their concerns;
- c) Key messages and commitments;
- d) Methods of communication to be used with stakeholder groups and during COVID;
- e) Plan for public information meetings;
- f) Plan for complaint monitoring and resolution;
- g) Project website and social media communications plan;
- h) Coordination plan for management and maintenance of traffic during construction;
- i) Implementation on schedule consistent with the Contractor's overall Project schedule; and
- j) Conduct periodic meetings with the RTC's representatives to review, assess results, and update the Public Outreach and Coordination Plan and execution of Project public outreach.

5.7.0 PROJECT LOGO

Use RTC's logo on all materials used to communicate with the public throughout the Project.

5.8.0 PUBLIC INFORMATION STAFF

Provide a Public Information Coordinator for RTC's approval with the following minimum qualifications to manage the contractor's public information activities:

- a) Four-year degree in communications or a related field;

- b) Ten years of experience in providing public information including event planning, meeting facilitation, conflict management, crisis communication, newsletter production, and teamwork relating to transportation programs and Projects;
- c) Proficient writing skills;
- d) Basic understanding of word processing, database development, desktop publishing, graphic design, photography/Photoshop, social media and website design; and
- e) Strong organizational skills with attention to detail.

Provide additional staff as needed for facilitation of public information meetings and for implementation of the public information program.

5.9.0 RECORDS AND DATABASES

5.9.1 Project Mailing List

Develop and maintain a Project mailing list and electronic mailing database that includes the following separate elements:

- a) Property owners in the vicinity of the Project area;
- b) Homeowners Associations, if any, and elected officials and government representatives that are pertinent to the Project area; and
- c) Interested individuals who have requested their names be added to the mailing list via the public information website or other avenues.

Create, maintain and send updates to a database of interested individuals' e-mail addresses for e-mail alerts to be sent on a weekly or as-needed basis.

Provide a copy of the Project mailing list and any periodic updates of the list to the RTC in print or electronic format, as requested.

5.9.2 List of Emergency Service Providers

Develop and maintain a contact list of emergency service providers as part of the Public Outreach and Coordination Plan.

5.10.0 PUBLIC INFORMATION MEETINGS

The PI Coordinator will assist the RTC in conducting up to two (2) public information meetings. One meeting is to be held prior to the commencement of construction to inform the public of the Project and its schedule. The second meeting will be a Project update meeting during construction.

The contents of these meetings will include, but not be limited to, construction schedule and work plan for the maintenance of traffic and access.

For these meetings, the public information consultant will:

- a) Provide a suitable location (or virtual site) and date in coordination with the RTC;
- b) Invite stakeholders, including property owners in the vicinity of the Project area, and others on the Project mailing list;

- c) Prepare exhibits, handout materials, staff name tags, sign in sheets, and comment forms;
- d) Prepare materials with ample time for review;
- e) Set up and take down exhibits and room furniture;
- f) Prepare a meeting synopsis including copies of advertisements, handouts, and a record of all oral, written, and mail-in comments.

5.11.0 PUBLIC NOTIFICATIONS

The PI Coordinator will provide public notifications of upcoming events in conformance with the requirements of this section.

5.12.0 Construction Schedule/Maintenance of Traffic

The PI Coordinator will assist the RTC's PIO with press releases, including appropriate maps and illustrations, to inform the general public not less than one (1) week prior to the following events or as requested:

- a) Commencement of construction in any area of the Project;
- b) Changes to traffic routing on Lemmon Drive/US395 and/or adjacent streets;
- c) Alternate routes and detours associated with the above events; and
- d) Project groundbreaking or ribbon-cutting events.

The PI Coordinator will coordinate with the Contractor to prepare and distribute RTC branded notices to impacted stakeholders, community groups, businesses, and residents along the Project two (2) weeks prior to the above events or as requested. Materials will include graphics if necessary and information will be communicated in a clear format for stakeholders:

- a) Traffic control: detours, closures, major lane shifts, working hours (night, noise, weekend);
- b) Marathon weekends;
- c) Changes to business access;
- d) Utility outages;
- e) Transit revisions.

5.13.0 INFORMATIONAL MATERIALS

The PI Coordinator will develop a detailed information packet that includes a Project description, maps, and a schedule of major construction activities, traffic control plans, alternate routes, contact names, and telephone numbers, including an After Hours Emergency Call List of contractor team.

The PI Coordinator will: provide information packets to businesses, residents, media, and others as necessary located along the Project; provide information packets for distribution; and update the information packet quarterly, or upon request of the Project Manager or the Communications Team during the course of the Project to show current progress, updated schedules, and other changes. Prepare materials with ample time for review.

The project website is currently available at www.northvalleyimprovements.com/Lemmon. The RTC is responsible for managing and uploading the webpage. The CONSULTANT will

provide updated project information about the project on a weekly basis.

Notices will be handed out for traffic control impacts and for driveway closures and/or access closures.

6.0 RECORD DRAWINGS

The CONSULTANT shall assist the design engineer in providing record drawings for the completed project. The final record drawings must be identified, dated, and signed as the record drawings and must also contain the Engineer of Record's stamp and signature.

EXCLUSIONS

The following services are not part of the requested construction management (CM) services:

- Engineering Design: Engineering design related services during construction will be provided through a separate contract and are therefore not a part of the CM services to be provided.

SAMPLE

Exhibit B

Cost Proposal, Standard Fee Schedule, Rates

SAMPLE

**WASHOE COUNTY RTC
LEMMON DRIVE PROJECT
DDI & SEGMENT 1 - 270 WORKING DAYS
CONSTRUCTION ADMINISTRATION, INSPECTION AND MATERIALS TESTING SERVICES**

3/23/2021

ACTIVITY	QTY/DAYS	HRS/DAY	RATE	TOTAL	COMMENTS
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Task 1.0 - Construction Administration

PROJECT PRINCIPAL

PROJECT MANAGEMENT AND MEETINGS	65	3	\$ 185.00	\$ 36,075.00	54 WEEKS / 270 DAYS
ONSITE	54	8	\$ 185.00	\$ 79,920.00	

SUBTOTAL \$ 115,995.00

Task 1.0 - Construction Administration

PRECONSTRUCTION ADMINISTRATION

RESIDENT ENGINEER REG.	15	8	\$ 200.00	\$ 24,000.00	3 WEEKS
RESIDENT ENGINEER O.T.			\$ 200.00	\$ -	
LEAD INSPECTOR REG.	15	8	\$ 150.00	\$ 18,000.00	
LEAD INSPECTOR O.T.			\$ 192.00	\$ -	
PROJECT DOCUMENTATION TECHNICIAN REG	15	8	\$ 105.00	\$ 12,600.00	
PROJECT DOCUMENTATION TECHNICIAN O.T.			\$ 137.00	\$ -	

SUBTOTAL \$ 54,600.00

Task 6.0 - Record Drawings

POSTCONSTRUCTION ADMINISTRATION

RESIDENT ENGINEER REG.	20	8	\$ 200.00	\$ 32,000.00	4 WEEKS
RESIDENT ENGINEER O.T.			\$ 200.00	\$ -	
LEAD INSPECTOR REG.	20	8	\$ 150.00	\$ 24,000.00	
LEAD INSPECTOR O.T.			\$ 192.00	\$ -	
PROJECT DOCUMENTATION TECHNICIAN REG	20	8	\$ 105.00	\$ 16,800.00	
PROJECT DOCUMENTATION TECHNICIAN O.T.			\$ 137.00	\$ -	

SUBTOTAL \$ 72,800.00

Task 3.0 - Inspection

WINTER "SHUTDOWN" / NON-WORKING DAYS

RESIDENT ENGINEER REG.	30	4	\$ 200.00	\$ 24,000.00	8 WEEKS
RESIDENT ENGINEER O.T.			\$ 200.00	\$ -	
LEAD INSPECTOR REG.	30	4	\$ 150.00	\$ 18,000.00	
LEAD INSPECTOR O.T.			\$ 192.00	\$ -	
TECHNICIAN REG.	30	4	\$ 110.00	\$ 13,200.00	
TECHNICIAN OT			\$ 139.00	\$ -	
PROJECT DOCUMENTATION TECHNICIAN REG	30	4	\$ 105.00	\$ 12,600.00	
PROJECT DOCUMENTATION TECHNICIAN O.T.			\$ 137.00	\$ -	

SUBTOTAL \$ 67,800.00

Task 1.0 - Construction Administration

CONSTRUCTION ADMINISTRATION

RESIDENT ENGINEER REG.	50	30	\$ 200.00	\$ 300,000.00	53 WEEKS
RESIDENT ENGINEER O.T.	4	40	\$ 200.00	\$ 32,000.00	
RESIDENT ENGINEER O.T. (Sat)	8	4	\$ 200.00	\$ 6,400.00	WEEK ENDS
PROJECT DOCUMENTATION TECHNICIAN REG	270	6	\$ 105.00	\$ 170,100.00	
PROJECT DOCUMENTATION TECHNICIAN O.T.			\$ 137.00	\$ -	

SUBTOTAL \$ 508,500.00

Task 3.0 - Inspection

CONSTRUCTION INSPECTION & TESTING

LEAD INSPECTOR REG.	255	8	\$ 150.00	\$ 306,000.00	
LEAD INSPECTOR O.T.	255	2	\$ 192.00	\$ 97,920.00	
LEAD INSPECTOR O.T. (Sat)	15	12	\$ 192.00	\$ 34,560.00	WEEK ENDS
INSPECTOR REG.	125	8	\$ 120.00	\$ 120,000.00	HALF TIME
INSPECTOR O.T.	125	2	\$ 153.00	\$ 38,250.00	HALF TIME
INSPECTOR O.T. (Sat)	15	12	\$ 153.00	\$ 27,540.00	WEEK ENDS
TECHNICIAN REG.	255	4	\$ 110.00	\$ 112,200.00	
TECHNICIAN OT	255	1	\$ 139.00	\$ 35,445.00	
TECHNICIAN OT (Sat)	15	6	\$ 139.00	\$ 12,510.00	WEEK ENDS

SUBTOTAL \$ 784,425.00

**WASHOE COUNTY RTC
LEMMON DRIVE PROJECT
DDI & SEGMENT 1 - 270 WORKING DAYS
CONSTRUCTION ADMINISTRATION, INSPECTION AND MATERIALS TESTING SERVICES**

3/23/2021

ACTIVITY	QTY/DAYS	HRS/DAY	RATE	TOTAL	COMMENTS
Task 2.0 - Construction Survey					
CONSTRUCTION SURVEYING - CONTROL AND ROW					
PROJECT MGMT. & WEEKLY MEETINGS				\$ 46,560.00	
HORIZONTAL / VERTICAL CONTROL				\$ 15,520.00	
ROW / EASEMENTS				\$ 19,580.00	
CIVIL REMOVALS				\$ 5,860.00	
ROUGH GRADING				\$ 51,550.00	
CIVIL ROADWAY IMPROVEMENTS				\$ 135,850.00	
RETAINING WALLS				\$ 12,160.00	
DRAINAGE IMPROVEMENTS				\$ 24,920.00	
TRAFFIC SIGNALS / ITS / LIGHTING				\$ 10,680.00	
STRIPING					(Optional - \$12,575)
SIGNING				\$ 8,045.00	
24" WATER MAIN RELOCATION (DDI)				\$ 5,340.00	
ELECTRICAL (SEG 1)				\$ 10,150.00	
UTILITIES / MISC				\$ 11,340.00	
FENCE (SEG 1)				\$ 3,560.00	
SURVEY MONUMENTS				\$ 6,340.00	
QC / AS-BUILT SURVEYS				\$ 17,200.00	
OPTIONAL UAV METHOD					(Optional - \$18,000)
SUBTOTAL				\$ 384,655.00	

Task 5.0 - Public Outreach					
PUBLIC INFORMATION OFFICER					
PROJECT MANAGER	54	20	\$ 150.00	\$ 162,000.00	
MISC EXPENSES	1		\$ 5,000.00	\$ 5,000.00	
PUBLIC EDUCATION CONTINGENCY	1				(Optional - \$10,000)
SUBTOTAL				\$ 167,000.00	

Task 4.0 - Materials Testing					
MATERIALS TESTING					
SUBGRADE CURVE, SA, PI	10		\$ 495.00	\$ 4,950.00	
AGGREGATE BASE CURVE, SA, PI	9		\$ 495.00	\$ 4,455.00	43024 TONS
HMA PLANT SA, LAR, PI, FRACTURED FACES	8		\$ 515.00	\$ 4,120.00	
HMA FULL SERIES - 17537 TONS	39		\$ 820.00	\$ 31,980.00	13 DAYS - 3 LOTS/DAY
ASPHALT CEMENT FULL SERIES	13			N/C	TESTED BY NDOT
JOINT STUDY CORES	20		\$ 80.00	\$ 1,600.00	
CONCRETE FLEXURAL BEAMS	13		\$ 600.00	\$ 7,800.00	SETS OF 6
CONCRETE CYLINDERS	180		\$ 180.00	\$ 32,400.00	SETS OF 6
SUB TOTAL				\$ 87,305.00	

SUB CONSULTANT MARK UP @ 5%	\$ 48,520.00
ESTIMATED TOTAL FEE	\$ 2,291,600.00
PROJECT CONTINGENCY	\$ 50,000.00
CONTRACT TOTAL	\$ 2,341,600.00

**CONSTRUCTION ADMINISTRATION,
 INSPECTION AND MATERIALS TESTING SERVICES**

ANTICIPATED SCHEDULE OF SERVICES

April 30, 2021
 May 17 - June 4
 (3 Weeks)

Final Executed Contract
Preconstruction Services

- Set Up Files
- Plan Review
- Permit Review
- Submittal Review
- Site Assessment
- Public Outreach
- Project Survey

June 7 - November 26
 (28 Weeks)

Construction Services
 Construction Administration
 Project Inspection & Testing
 Public Outreach
 Project Survey

November 29 - March 18, 2022
 (16 Weeks)

Winter "Shutdown"
 Part Time Const. Admin.
 Part Time Insp. & Testing

March 21 - September 16
 (26 Weeks)

Construction Services
 Construction Administration
 Project Inspection & Testing
 Public Outreach
 Project Survey

Sept. 19 - October 14
 (4 Weeks)

Postconstruction Services
 Final Inspections
 Final Punch List
 Final Walkthrough
 Stakeholder Closeout
 Agency Closeouts
 Project Closeout
 Finalize As-Built Data



Oct. 17, 2022 - June 30, 2023

Warranty Period Availability





**WASHOE COUNTY RTC
LEMMON DRIVE PROJECT
DDI & SEGMENT 1 - 270 WORKING DAYS**

**CONSTRUCTION ADMINISTRATION,
INSPECTION AND MATERIALS TESTING SERVICES**

PROJECT TEAM and BILLING RATES

Name	Firm	Title	Hourly Rate	Overtime Rate
Martin N. Crew, PE	CME	Project Principle	\$185.00	N/A
Justin V. Legg	CME	Project Manager	\$185.00	N/A
Todd Salemi	CME	Lead Project Inspector	\$150.00	\$192.00
Project Inspector	CME	Project Inspector	\$120.00	\$153.00
Testing Technician	CME	Testing Technician	\$110.00	\$139.00
Documentation Technician	CME	Documentation Technician	\$105.00	\$137.00
Reid Kaiser, PE	HDR	Principle	\$260.00	N/A
Rudy Malfabon, PE	HDR	Construction Manager	\$200.00	N/A
Kathleen Taylor	TMS	Public Information Officer	\$150.00	N/A
Principle	Jacobs	Principle	\$250.00	N/A
Roland "Duke" Brooks	Jacobs	Lead Field Surveyor	\$185.00	N/A
Roland "Duke" Brooks	Jacobs	Office Surveyor	\$150.00	N/A
Surveyor	Jacobs	Surveyor	\$95.00	N/A



January 1, 2021

Standard Fee Schedule

Testing, Inspection, and Construction Administration Services

PERSONNEL BILLING RATES

<i>Clerical/Drafting</i>	\$ 90.00	<i>per hour</i>
<i>Testing Technician- Level 1</i>	95.00	<i>per hour</i>
<i>Testing Technician- Level 2</i>	105.00	<i>per hour</i>
<i>Project Inspector - Level 1</i>	110.00	<i>per hour</i>
<i>Project Inspector - Level 2</i>	120.00	<i>per hour</i>
<i>Project Inspector - Level 3</i>	130.00	<i>per hour</i>
<i>Senior Project Inspector/Engineer - Level 1</i>	140.00	<i>per hour</i>
<i>Professional Engineer - Level 1</i>	155.00	<i>per hour</i>
<i>Professional Engineer Level 2 / Project Manager</i>	170.00	<i>per hour</i>
<i>Senior Professional Engineer / Senior Project Manager</i>	185.00	<i>per hour</i>
<i>Principal</i>	200.00	<i>per hour</i>
<i>President</i>	225.00	<i>per hour</i>

EQUIPMENT CHARGES

<i>Nuclear Densometer (Soils)</i>	\$ 10.00	<i>per hour</i>
<i>Nuclear Densometer (Asphalt Thin-Lift)</i>	10.00	<i>per hour</i>
<i>Core Rig</i>	60.00	<i>per hour</i>
<i>Pachometer</i>	30.00	<i>per hour</i>
<i>Schmidt Hammer</i>	20.00	<i>per hour</i>
<i>MIT-SCAN2-BT Dowel Bar Scanner</i>	60.00	<i>per hour</i>
<i>Floor Flatness Dipstick</i>	50.00	<i>per hour</i>
<i>Temperature Sensors</i>	75.00	<i>per sensor</i>
<i>Smart Rock Concrete Maturity/Temperature Sensors</i>	150.00	<i>per sensor</i>
<i>Pull Out Equipment</i>	100.00	<i>per day</i>
<i>Torque Wrench</i>	30.00	<i>per day</i>
<i>Skidmore Wilhelm Bolt Tension Calibrator</i>	50.00	<i>per day</i>
<i>Ultrasonic</i>	25.00	<i>per hour</i>
<i>Magnetic Particle Testing Equipment and Supplies</i>	20.00	<i>per hour</i>
<i>Dynamic Cone Penetrometer (DCP)</i>	50.00	<i>per test</i>
<i>Refraction Micrometer (ReMi)</i>	500.00	<i>per day</i>
<i>Resistivity Meter</i>	10.00	<i>per hour</i>

<i>Laser Level</i>	15.00	<i>per hour</i>
<i>Mobile Laboratory</i>		Quote

EQUIPMENT CHARGES (continued)

<i>Holiday Detector - Low Voltage/High Voltage</i>	20.00	<i>per hour</i>
<i>Concrete Relative Humidity Sensors (ASTM F2170)</i>	75.00	<i>per sensor</i>
<i>Concrete Surface Moisture Kit (ASTM F1869)</i>	35.00	<i>per kit</i>
<i>Synthetic Turf/Playground Surface Impact Tester</i>	275.00	<i>per day</i>

MISCELLANEOUS CHARGES

<i>Vehicle</i>	\$ 0.75	<i>per mile</i>	or
	\$10.00	<i>per hour minimum</i>	
<i>Per Diem</i>	150.00	<i>per man per day</i>	
<i>Supplies</i>		<i>Cost +10%</i>	
<i>Outside Services</i>		<i>Cost +10%</i>	

SOIL TESTING

<i>Sieve Analysis</i>	\$ 110.00
<i>Coarse Combined Sieve Analysis</i>	140.00
<i>Plasticity Index</i>	110.00
<i>Moisture Determination of Soil</i>	25.00
<i>Soil Specific Gravity (ASTM D854)</i>	110.00
<i>Hydrometer Analysis (includes soil specific gravity)</i>	325.00
<i>Moisture-Density Curve</i>	220.00
<i>Moisture-Density Curve (Rock Corrected)</i>	275.00
<i>Moisture-Density Checkpoint</i>	95.00
<i>R-Value</i>	300.00
<i>CBR (ASTM D1883)</i>	580.00
<i>CBR (AASHTO T-193)</i>	580.00
<i>One Point CBR (Includes Moisture-Density Curve)</i>	500.00
<i>Consolidation (includes soil specific gravity)</i>	325.00
<i>Direct Shear - 3 Point</i>	375.00
<i>Unconfined Compression</i>	200.00
<i>FHA Swell Test</i>	95.00
<i>Swell Test (AASHTO T-116)</i>	95.00
<i>Soil Resistivity</i>	110.00
<i>pH Measurement</i>	55.00
<i>Ring Moisture Density</i>	75.00
<i>Soluble Sulfates</i>	55.00
<i>Soluble Chlorides</i>	55.00
<i>Sulfides</i>	55.00
<i>Oxidation Reduction Potential</i>	50.00
<i>Permeability</i>	Quote
<i>Density Tests (sampling)</i>	Hourly Rate

AGGREGATE TESTING

<i>Sieve Analysis</i>	\$ 110.00
<i>Plasticity Index</i>	110.00
<i>Dry Rodded Unit Weight of Aggregate</i>	110.00
<i>Specific Gravity and Absorption of Aggregate</i>	110.00
<i>Sand Equivalent</i>	110.00
<i>Clay Lumps and Friable Particles</i>	110.00
<i>Durability Index</i>	140.00
<i>Sodium Sulfate Soundness (1 sieve)</i>	90.00
<i>Organic Impurities</i>	110.00
<i>Lightweight Pieces in Aggregate</i>	130.00
<i>Mortar Making Properties of Sand (ASTM C87)</i>	550.00
<i>Cleanness Test of Aggregate</i>	130.00
<i>Flat and Elongated Particles</i>	110.00
<i>Fractured Faces</i>	110.00
<i>L.A. Abrasion</i>	185.00
<i>Angularity Test</i>	110.00
<i>Void Content Test</i>	115.00
<i>Potential Reactivity (Accelerated Mortar Bar Method)</i>	900.00
<i>Sampling, Material Preparation</i>	Hourly Rate

CONCRETE / MASONRY TESTING

<i>Compressive Strength of Concrete Cylinder</i>	\$ 30.00
<i>Flexural Strength of Concrete Beam</i>	100.00
<i>Compressive Strength of Concrete Core</i>	50.00
<i>Compressive Strength of Shotcrete Core (Includes Coring)</i>	100.00
<i>Compressive Strength of Guniting Cylinder</i>	75.00
<i>Compressive Strength of Grout Sample</i>	30.00
<i>Compressive Strength of Mortar Cylinder/Cubes</i>	30.00
<i>Unit Weight of Cylinder or Core</i>	55.00
<i>Absorption, Moisture and Unit Weight of Masonry Unit</i>	80.00
<i>Lineal Shrinkage of Masonry Block</i>	85.00
<i>Compressive Strength of Masonry Block</i>	80.00
<i>Efflorescence Test of Masonry Unit</i>	80.00
<i>Splitting Tensile Strength of Concrete</i>	80.00
<i>Compressive Strength of Masonry Prism (8-inch)</i>	150.00
<i>Compressive Strength of Masonry Prism (12-inch)</i>	175.00
<i>Absorption of Concrete Core</i>	80.00
<i>Concrete Shrinkage Beam (Set of 3)</i>	225.00
<i>Young's Modulus of Elasticity per Age</i>	100.00
<i>Restrained Expansion Beam</i>	100.00
<i>Oven Dry Unit Weight of Concrete Cylinder</i>	60.00
<i>Rapid Chloride Permeability per Age</i>	350.00
<i>Compressive Strength of Hydraulic Cement Mortars (ASTM C109 Per Batch)</i>	400.00
<i>Potential Alkali-Silica Reactivity (Accelerated Mortar Bar Method)</i>	900.00
<i>Concrete Mix Design</i>	Hourly Rate/Quote
<i>Sampling, Sample Preparation, Batch Plant Inspection, Cylinder Pickup</i>	Hourly Rate

ASPHALT TESTING

<i>Asphalt Cement Content (Solvent Method)</i>	\$ 300.00
<i>Asphalt Cement Content (Ignition Oven Method)</i>	135.00
<i>Ignition Oven Correction Factor Determination</i>	275.00
<i>Asphalt Aggregate Sieve Analysis</i>	110.00
<i>Marshall Properties of Asphalt Concrete</i>	225.00
<i>Coating and Stripping Test</i>	90.00
<i>Swell Test of Asphaltic Concrete</i>	90.00
<i>Unit Weight of Asphalt Core</i>	80.00
<i>Rice Specific Gravity</i>	110.00
<i>Index of Retained Strength</i>	600.00
<i>Sampling, Sample Preparation, Batch Plant Inspection</i>	Hourly Rate

ASPHALT MIX DESIGN

<i>Marshall Mix Design from Bin Samples/Point</i>	\$ 550.00
<i>Hveem Mix Design from Bin Samples/Point</i>	550.00
<i>Open Grade Mix Design from Bin Samples</i>	750.00
<i>Hveem Stabilometer (1 point)</i>	300.00
<i>Sampling, Sample Preparation</i>	Hourly Rate

STRUCTURAL STEEL / FIREPROOFING

<i>Density Determination of Fireproofing</i>	\$ 90.00
<i>Sampling and Thickness Determination of Fireproofing</i>	Hourly Rate
<i>Bend Test of Weld</i>	50.00
<i>Tensile Test of Steel or Weld</i>	85.00
<i>Macroetch</i>	100.00

NONDESTRUCTIVE EXAMINATION

<i>Level III Services</i>	\$180.00	<i>per hour</i>
<i>Welder Qualifications</i>	325.00	<i>Each</i>
<i>Procedure Qualifications</i>	375.00	<i>each</i>
<i>Welder Qualification Update</i>	150.00	<i>each</i>
<i>Magnetic Particle, Liquid Penetrant, Ultrasonic Examination</i>		Hourly Rate
<i>Welder Qualification Test Procedure</i>		Hourly Rate
<i>Visual Weld Inspection</i>		Hourly Rate

Test prices shown are for laboratory work only and include reporting routine results. Sampling, recommendations, conclusions, comments and reports are billed at the hourly rate. An additional service fee of 20% will be added to all rush orders.



**WASHOE COUNTY RTC
 LEMMON DRIVE PROJECT
 DDI & SEGMENT 1 - 270 WORKING DAYS**

**CONSTRUCTION ADMINISTRATION,
 INSPECTION AND MATERIALS TESTING SERVICES**

PROJECT TEAM and BILLING RATES

Name	Firm	Title	Hourly Rate	Overtime Rate
Martin N. Crew, PE	CME	Project Principle	\$185.00	N/A
Justin V. Legg	CME	Project Manager	\$185.00	N/A
Todd Salemi	CME	Lead Project Inspector	\$150.00	\$192.00
Project Inspector	CME	Project Inspector	\$120.00	\$153.00
Testing Technician	CME	Testing Technician	\$110.00	\$139.00
Documentation Technician	CME	Documentation Technician	\$105.00	\$137.00
Reid Kaiser, PE	HDR	Principle	\$260.00	N/A
Rudy Malfabon, PE	HDR	Construction Manager	\$200.00	N/A
Kathleen Taylor	TMS	Public Information Officer	\$150.00	N/A
Principle	Jacobs	Principle	\$250.00	N/A
Roland "Duke" Brooks	Jacobs	Lead Field Surveyor	\$185.00	N/A
Roland "Duke" Brooks	Jacobs	Office Surveyor	\$150.00	N/A
Surveyor	Jacobs	Surveyor	\$95.00	N/A



Exhibit C

Indemnification and Insurance Requirements

SAMPLE

Exhibit C

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

2020-08-27 Version

1. INTRODUCTION

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

2. INDEMNIFICATION

CONSULTANT agrees to save and hold harmless and fully indemnify RTC, Washoe County, 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 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, upon request. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONSULTANTS & SUBCONTRACTORS

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. OTHER CONDITIONS

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

CONSULTANT waives all rights against RTC, its elected officials, officers, employees and agents for recovery of damages to the extent these damages are covered by the workers compensation and

employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. CONSULTANT shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

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

SAMPLE



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: April 16, 2021

AGENDA ITEM 4.11

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

RECOMMENDED ACTION

Approve a Reimbursement Agreement with Truckee Meadows Water Authority (TMWA) for the relocation of 270 lineal feet of 24-inch water main for the Lemmon Drive Project in an amount not-to-exceed \$329,175.

BACKGROUND AND DISCUSSION

During design of the diverging diamond interchange, potholing of existing utilities was performed to determine potential utility conflicts. A 24-inch, restrained, ductile iron pipe water main located in Lemmon Drive was identified to be in conflict with the proposed grading of the southbound on-ramp at the US 395/Lemmon Drive interchange. To maintain the schedule and reduce NDOT permitting requirements, adding the work to the project was determined as the best approach for the water main relocation. TMWA completed the design that has been incorporated into the Lemmon Drive plans and specifications. TMWA will reimburse the RTC for the actual costs of the items of work associated with the TMWA relocation per the agreement.

FISCAL IMPACT

The Lemmon Drive Project appropriations are included in the approved FY 2021 Budget. The cost of the work constructed on behalf of TMWA will be reimbursed to the RTC upon completion of the relocations.

PREVIOUS BOARD ACTION

November 20, 2020	Approved Interlocal Cooperative Agreement with NDOT
September 18, 2020	Received an update on the project
August 20, 2020	Received an update on the project
July 17, 2020	Received an update on the project
June 19, 2020	Received an update on the project
May 22, 2020	Received an update on the project

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

ATTACHMENT(S)

A. TMWA Reimbursement Agreement

INTERLOCAL REIMBURSEMENT AGREEMENT

This agreement (“this Agreement”) is made and entered into on April 19, 2021, by and between the Truckee Meadows Water Authority (“TMWA”), and the Regional Transportation Commission of Washoe County, Nevada (“RTC”).

WHEREAS, RTC is undertaking the Lemmon Drive Project – Segment 1 and DDI, a project to widen Lemmon Drive from Sky Vista Parkway/Buck Drive to Military Road and construct a new diverging diamond interchange at US 395 and Lemmon Drive (hereinafter the “Project”); and

WHEREAS, TMWA owns and operates a municipal water system, including certain underground water mains and infrastructure within and adjacent to the Project; and

WHEREAS, TMWA is planning to lower certain water system infrastructure within and adjacent to the Project (the “TMWA Relocations”); and

WHEREAS, RTC will complete the TMWA Relocations as part of the Project; and

WHEREAS, TMWA will reimburse RTC for the actual cost of the TMWA Relocations and is precluded from seeking reimbursement from RTC for any portion thereof;

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

1. RTC agrees to:
 - (a) Enter into an agreement with its contractor to provide all material, construct, install, complete all testing, and perform all work to complete the TMWA Relocations.
 - (b) Satisfy the following insurance requirements:
 - (1) Require its contractor to maintain commercial general liability (CGL), business automobile, excess/umbrella liability and workers’ compensation/employer’s liability insurance.
 - (2) Require that all coverage shall be written on occurrence and not claims-made or claims-made and reported coverage forms.
 - (3) Require that all liability coverage shall be primary insurance with respect to RTC and TMWA and any insurance maintained by the RTC or TMWA shall be considered excess and non-contributory.
 - (4) Require that all liability coverage shall include a waiver of the insurance carrier’s subrogation rights against RTC and the TMWA.

- (5) Require its contractor to be responsible to provide no less than thirty (30) days written notice to RTC and TMWA prior to the cancellation, non-renewal, or reduction in available limits of insurance or material change in any required coverage.
 - (6) Require its contractor to maintain deductible or retention amounts not exceeding 5% of the required per occurrence coverage limits, unless submitted to and approved by the RTC and TMWA.
 - (7) Require its contractor to name TMWA as an additional insured under its commercial general liability, automobile and excess/umbrella liability policies maintained by contractor without requirement for a direct written contract or agreement between contractor and TMWA. RTC shall furnish (directly or through its contractor) TMWA with an Certificate of Liability and applicable policy forms or endorsements evidencing commercial general liability (CGL) and, if necessary, commercial excess/umbrella liability insurance with an occurrence of not less than Five Million Dollars (\$5,000,000), Business Auto Coverage and, if necessary, commercial excess/umbrella liability insurance with a combined single limit for bodily injury and property damage of not less than Two Million Dollars (\$2,000,000), Workers' Compensation coverage meeting the statutory requirements of the State of Nevada and Employer's Liability limits of not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
 - (8) Require that all policies be written by insurers approved to do business in the State of Nevada and have A.M. Best Ratings of no less than A- VII.
 - (9) Require its contractor to include TMWA as an additional insured under its Commercial General Liability coverage for Utility with respect to liability arising out of the completed operations of the contractor, and maintain such insurance for the entire period during construction and for a period of at least 3 years following completion of the contractor's operations.
 - (10) Require its contractor to obtain pollution liability coverage for working with, handling, disturbing, removing and disposing of pipe containing transite (ACP) and asbestos. Contractor shall be required to provide disposal manifest(s) for all transite (ACP) and asbestos pipe materials.
- (c) Provide material testing services during construction for the TMWA Relocations.

(d) Notify TMWA three (3) business days prior to the completion of the TMWA Relocations to request inspection, testing and acceptance by TMWA.

(e) Require its contractor to correct any deficiencies identified during the inspection and testing of the TMWA Relocations.

(f) Warrant and represent that the TMWA Relocations shall comply with all applicable state and local laws and ordinances and will strictly comply with the provisions of this Agreement and the plans and specifications. The quality of the material and workmanship used in the TMWA Relocations will be satisfactory for a period of one (1) year after final acceptance of the TMWA Relocations. Any defects occurring and noticed by RTC or TMWA during the guarantee period shall be corrected by RTC's contractor at no additional cost to TMWA.

(g) Without limiting any other rights or remedies of TMWA, if any defect in the work associated with the TMWA Relocations, in violation of the foregoing guarantees, arises within twelve (12) months after the date of final acceptance of the TMWA Relocations by TMWA, RTC shall, upon receipt of written notice of such defect, promptly furnish, at no additional cost to TMWA, all labor, equipment, and materials at the site of the defective work necessary to correct such defect and cause the work to comply fully with the foregoing guarantees. If RTC fails to promptly correct any defect, then TMWA may correct, or cause to have corrected, such defect and RTC shall reimburse TMWA for all such related, reasonable, and verifiable costs of correction.

(h) To provide TMWA, upon determination of the apparent low bidder, the total contract cost of the TMWA Relocations.

(i) Notify TMWA of any changed conditions that RTC becomes aware of and which affect the contract cost, and allow TMWA to review and approve any changes to the contract cost due to unforeseen conditions.

(j) Allow TMWA or its authorized agents to review and approve contract change orders associated with the construction of the TMWA Relocations and to execute change orders upon written approval from TMWA or its authorized agents.

(k) Notify TMWA when RTC becomes aware that the actual costs will exceed the estimate in Exhibit A by more than five percent (5%).

(l) Pay in full any and all amounts owed its contractor for performing the TMWA Improvements.

(m) Submit to TMWA a detailed monthly invoice for the actual amounts of the TMWA Improvements within sixty (60) calendar days of completion of the TMWA Improvements.

(n) Maintain all records and documents related to the TMWA Relocations for at least three (3) years after final payment has been received, and to make the records available for inspection upon request.

(o) Require its contractor to indemnify and hold harmless TMWA and its agents, employees, officers and directors from and against any and all claims, damages, losses, costs and expenses arising from labor, material or construction costs and expenses in connection with the Project other than to the extent arising from the TMWA Improvements or from TMWA's negligent acts or omissions.

(p) Require its contractor to grant TMWA the status of a co-beneficiary (with the RTC) of any warranty rights provided by its contractor as related to the TMWA Improvements upon receipt of TMWA's payment.

(q) Upon completion of the Project, and payment by TMWA to RTC for the TMWA Relocations, RTC shall ensure that no liens by RTC's contractors, subcontractors, materialmen and other providers of labor, equipment or material and/or services encumber the TMWA Relocations.

2. TMWA agrees to:

(a) Perform inspection of TMWA Relocations during construction.

(b) Perform specialized labor if required by TMWA for installation of any TMWA Relocations not identified in the project drawings, specification or details.

(c) Provide RTC with written acceptance or disapproval of contract change orders for the TMWA Improvements within five (5) business days of receipt. If RTC does not receive a written response within the 5-business-day period, it will be deemed that TMWA consents to the change order and authorizes RTC to execute the change order.

(d) Reimburse RTC for the actual costs it incurs that are directly related to the inclusion of the TMWA Relocations in the Project, in a total amount not to exceed the contract cost for the TMWA Relocations plus any additional amounts of TMWA approved or deemed approved contract change orders. Reimbursement shall be due and payable within sixty (60) calendar days after receipt of billing from RTC.

3. It is mutually agreed that each party will cooperate with the other party and its agents in carrying out their respective responsibilities.

4. It is mutually agreed that each party will assist the other party in communicating with the public regarding the provisions of this Agreement.

5. Communications/notices required pursuant to this Agreement shall be in writing and addressed as follows:

If to TMWA: Mark Foree, General Manager
c/o Steve Volk, Project Manager
Truckee Meadows Water Authority
P.O. Box 30013
Reno, NV 89520

If to RTC: Bill Thomas, AICP, Executive Director
c/o Judy Tortelli, Project Manager
Regional Transportation Commission of Washoe County
1105 Terminal Way, Suite 108
Reno, NV 89502

6. 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 permitted by law from and against any liability including, but not limited to, property damage, and personal injury or death, proximately caused by the negligent or intentional acts or omissions of its officers and employees arising out of the performance of this Agreement, and claims, damages, losses, costs and expenses arising from labor, material or construction costs and expenses in connection with the indemnifying party's obligations with respect to the Project.

7. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement without giving effect to its principles of conflicts of laws. Venue for adjudication of any dispute arising out of this Agreement shall be the state and federal courts located in Washoe County, Nevada.

8. The legality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement.

9. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and shall not be modified unless in writing and signed by the parties.

10. 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.

11. 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.

12. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

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

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

TRUCKEE MEADOWS
WATER AUTHORITY

Bill Thomas, AICP
Executive Director

Mark Foree
General Manager

APPROVED AS TO LEGALITY
AND FORM:

APPROVED AS TO LEGALITY
AND FORM:

RTC Legal Counsel

Michael A. T. Pagni, Esq.

SAMPLE

EXHIBIT A

Estimated Costs

Description: The TMWA Relocations include lowering 24-inch Restrained Ductile Iron Pipe water main to accommodate the proposed grade of the southbound on ramp at the US 395/Lemmon Drive interchange.

**Estimated Costs for Reimbursement to RTC:

Construction:	\$299,250
Contingency (10%)	\$29,925
TOTAL ESTIMATED AMOUNT:	\$329,175

**Based on Engineer's Opinion of Probably Cost at 100% design, included as Exhibit A-1. Costs include estimates for direct bid item construction costs associated with the TMWA Relocations.

SAMPLE

EXHIBIT A-1

RTC Lemmon Drive Project - Segment 1 and DDI

RTC Project No. 247006

PWP-WA-2021-001

TMWA Project No. 10-0001.087

TMWA Reimbursement Quantities - March 2021 100% Estimate

Bid Item Number	Description	Quantity	Unit	Unit Cost	Total
323.04.01 DDI	24-inch Restrained DIP	270 LF	\$	400.00	\$ 108,000.00
323.04.02 DDI	42-inch Steel Casing (open trench)	60 LF	\$	400.00	\$ 24,000.00
323.04.03 DDI	6-inc Blow Off Assembly	1 LS	\$	20,000.00	\$ 20,000.00
323.04.04 DDI	Tie-in West End	1 LS	\$	20,000.00	\$ 20,000.00
323.04.05 DDI	Reconnect to 6-inch CAV	1 LS	\$	15,000.00	\$ 15,000.00
323.04.06 DDI	Tie-in East End	1 LS	\$	35,000.00	\$ 35,000.00
323.04.07 DDI	Flush/Test/Misc.	1 LS	\$	30,000.00	\$ 30,000.00
323.04.08 DDI	24-inch DIP and Fitting Removal	270 LF	\$	175.00	\$ 47,250.00
				Total Bid Price=	\$ 299,250.00
				10% Contingency	\$ 29,925.00
				Total Reimbursement	\$ 329,175.00



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: April 16, 2021

AGENDA ITEM 4.12

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

RECOMMENDED ACTION

Approve a Local Public Agency (LPA) agreement with the Nevada Department of Transportation (NDOT) for the use and reimbursement of federal funds on the Arlington Avenue Bridges Replacement Project.

BACKGROUND AND DISCUSSION

The RTC is nearing completion of an alternatives analysis for the replacement of the two bridges over the Truckee River near Wingfield Park in downtown Reno. Additionally, the RTC is seeking to begin preliminary engineering and other activities necessary to reconstruct the aging bridges. Arlington Avenue is a significant arterial roadway and the bridges are a vital part of the regional road network. The bridge replacement project is included in the RTC's 2050 Regional Transportation Plan.

SUMMARY

This agreement would authorize the expenditure of Federal Transportation Surface Block Grant (STBG) and Coronavirus Response and Relief Supplemental Appropriations Acts (CRRSAA) funds for Preliminary Engineering, National Environmental Policy Act (NEPA) documentation, final engineering, right-of-way acquisition, utilities, construction, and associated activities.

NDOT will assist the RTC in the completion of the project and reimburse the RTC in accordance with the terms and conditions of the agreement.

FISCAL IMPACT

The project is funded using Federal and local Fuel Tax funds. Approval of this LPA agreement would obligate \$11,614,103 in STBG funds and \$3,300,944 in CRRSAA funds.

PREVIOUS BOARD ACTION

February 19, 2021	Acknowledged receipt of the Arlington Avenue Bridges Project update
May 20, 2019	Acknowledged receipt of the Arlington Avenue Bridges Project update
November 16, 2018	Approved Professional Services Agreement (PSA) with Jacobs Engineering to complete an alternatives analysis and feasibility study

June 15, 2018

Approved the FY 2019 Program of Projects

ATTACHMENT(S)

A. Draft NDOT LPA Agreement

Highway Agreement _____

**COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
ARLINGTON AVENUE BRIDGES REPLACEMENT**

This Agreement is made and entered on _____, by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and THE REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY (hereinafter "RTC").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under Nevada Revised Statutes (NRS) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 United States Code (U.S.C.) § 106; and

WHEREAS, NRS 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 Code of Federal Regulations (CFR) § 635.105(c) provides that when a local public agency project is located on a street or highway over which the DEPARTMENT does not have legal jurisdiction, or when special conditions warrant, the DEPARTMENT may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract provided certain conditions are met; and

WHEREAS, the RTC is willing to agree to design, complete the NEPA documentation, acquire right-of-way, adjust and/or relocate utility facilities, advertise, award, and manage construction of the Arlington Avenue Bridges Replacement Project as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the Regional Transportation Commission of Washoe County for Federal Surface Transportation Block Grant (STBG) funds as well as Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) funds; and

WHEREAS, the RTC is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the RTC's Data Universal Numbering System (DUNS) Number 167260892 will be used for reporting purposes; and

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

ARTICLE I - DEPARTMENT AGREES:

1. To assist the RTC with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771 and (b) obtaining the environmental permits and clearances.

2. To ensure that the RTC's actions are in accordance with applicable Federal and State regulations and policies.
3. To obligate Federal STBG funding for the PROJECT in a maximum amount of Eleven Million Six Hundred Fourteen Thousand One Hundred Three and No/100 Dollars (\$11,614,103.00) and to obligate CRRSAA funding for a maximum amount of Three Million Three Hundred Thousand Nine Hundred Forty-Four and No/100 Dollars (\$3,300,944.00).
4. To establish a Project Identification Number to track all PROJECT costs.
5. Once the funding is obligated, to provide the RTC with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT. The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.
6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.
7. To review and comment on the RTC's design (including plans, specifications, and estimates) within fifteen (15) working days from receipt of submittal of such design and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).
8. To assign DEPARTMENT Right-of-Way Survey Services staff to review and approve the mapping, title reports, and legal descriptions for those parcels to be acquired to ensure compliance with State and Federal regulations and standards.
9. To assign a Right-of-Way Agent to provide guidance and oversight to ensure the acquisition of right-of-way is in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, and the DEPARTMENT's Right-of-Way Manual incorporated herein by reference. Such manual may be obtained from the DEPARTMENT's web site.
10. Once the Right-of-Way Setting Memo is approved and funding authorized, to provide the RTC with a written "Notice to Proceed" authorizing the right-of-way acquisition for the PROJECT in accordance with the terms of this Agreement. The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the modified "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.
11. To provide the RTC the approved appraiser list maintained by the DEPARTMENT for use on the PROJECT.
12. Upon receipt of the appraisal and appraisal review reports, to set written just compensation for the acquisition parcels and provide it to the RTC.
13. To assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with State and Federal regulations including, but not limited to Nevada Administrative Code (NAC) Chapter 408 and 23 CFR Part 645.

14. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions taken in accordance with the DEPARTMENT's administrative requirements.

15. To provide an overall Disadvantaged Business Enterprise (DBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT's DBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules and regulations.

16. To review the DBE information submitted to the RTC by bidders on the PROJECT for compliance with 49 CFR Part 26 and to provide the RTC with the results of such review.

17. To review and approve the RTC's procedures utilized for advertising, bid opening, and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.

18. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

19. To authorize the RTC to proceed with the advertisement and award of the contract and construction of the PROJECT, once the final design (including plans, specifications and estimates) and bid documents have been reviewed and approved by the DEPARTMENT, all certifications have been completed, and the funding authorized by FHWA.

20. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed". The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the modified "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

21. To assign a Local Public Agency Coordinator and a resident engineer to act as the DEPARTMENT's representatives to monitor the RTC's compliance with applicable Federal and State requirements.

22. To review, and approve when acceptable to the DEPARTMENT, addenda, supplementals, and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days shall constitute approval. Approval of such addenda, supplementals, and change orders does not alter the maximum reimbursement to the RTC as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5.

23. To review the RTC's as-built plans and to attend the RTC final inspection of the PROJECT.

24. To reimburse the RTC upon receipt of an invoice for CRRSAA funding at One Hundred percent (100%) and STBG funding at ninety-five percent (95%) of eligible PROJECT costs based on supporting documentation minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I,

Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT eligible PROJECT costs are shown in Article III, Paragraph 5. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from <http://budget.nv.gov/uploadedFiles/budgetnv.gov/content/Governance/SAM.pdf>.

ARTICLE II - RTC AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications, and estimates); (b) the completion of the NEPA documentation in conformance with 23 CFR Part 771; (c) the acquisition of environmental permits and clearances; (d) complete the survey and engineering to prepare right-of-way mapping, title reports, and legal descriptions for those parcels to be acquired; (e) acquire right-of-way; (f) coordinate utility relocations; and (g) the advertisement, award and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State, and local laws, regulations, ordinances, and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at <http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with RTC standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State, and local laws, regulations, ordinances, and policies.

2. To enter into an agreement with the City of Reno to: (a) require those utility companies having franchise agreements with the City of Reno when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the new improvements at no cost to the PROJECT or RTC; (b) accept the right-of-way acquired by the RTC for the PROJECT; and (c) to accept maintenance responsibilities including utility costs for the improvements constructed as part of the PROJECT, upon completion and the DEPARTMENT's final written acceptance of the PROJECT.

3. To coordinate and provide a liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to NAC Chapter 408 and 23 CFR Part 645.

4. To ensure that any utility relocations are in compliance with ADA requirements.

5. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, right-of-way settings, review meetings, and the pre-construction conference.

6. To hold a right-of-way setting meeting at the sixty percent (60%) design phase wherein the RTC shall provide plans showing limits of existing right-of-way and easements and any necessary right-of-way for the PROJECT, i.e., Fee Acquisitions, Permanent and Temporary Easements, and Permission to Construct limits.

7. To proceed with the PROJECT right-of-way acquisition only after receiving a written "Notice to Proceed" from the DEPARTMENT.

8. To generate right-of-way mapping, title reports, and legal descriptions for the new right-of-way parcels to be acquired and to provide these documents to the DEPARTMENT for review and approval.

9. To enter into a contract with an appraiser listed on the approved appraiser list maintained by the DEPARTMENT for appraisal reports and review of the appraisal reports for the acquisition parcels.

10. To provide the appraisal reports and appraisal review reports to the DEPARTMENT for the determination of written just compensation.

11. To acquire all necessary right-of-way for the PROJECT in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, and the DEPARTMENT's Right-of-Way Manual and to comply with and follow the policies and regulations pertaining to real property acquisitions for federal projects as provided by direction from DEPARTMENT Right-of-Way Division personnel.

12. To submit to the DEPARTMENT for review and approval preliminary plans at sixty percent (60%), ninety percent (90%), and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate, and bid documents, which must include the provisions listed in Attachment B "Required Documents in Bid Packets of Projects," attached hereto and incorporated herein.

13. To provide the DEPARTMENT a written certification, accompanied by supporting documentation, evidencing that: (a) the proposed improvements will be constructed on property owned or authorized to be used by the RTC; (b) any right-of-way acquired for the PROJECT has been obtained in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended; and (c) any utility relocations and /or adjustments were completed in accordance with federal and state regulations. The RTC shall submit the certification to the DEPARTMENT concurrent with its provision of the ninety percent (90%) submittal.

14. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.

15. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates, and bid documents for the DEPARTMENT's use.

16. To perform the construction administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, and perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met; (e) be responsible for monitoring compliance with legal, contractual and regulatory requirements including reporting requirements; and (f) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements, and the contractor's acceptable fulfillment of the contract.

17. To submit to the DEPARTMENT for review and approval any addenda, supplementals and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals, and change orders prior to incorporating them into the PROJECT.

18. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.

19. To incorporate all required DBE goals and/or training hours into the contract for the PROJECT as well as all applicable Federal and State required provisions and terms regarding the DBE goals and/or training hours.

20. To submit to the DEPARTMENT the DBE information submitted by bidders on the PROJECT to show their compliance with 49 CFR Part 26 and to provide any supporting documentation required to clarify the DBE information provided for review by the DEPARTMENT prior to making a determination of the lowest responsive and responsible bidder.

21. To monitor the consultant and/or contractor on the PROJECT to ensure that DBE goals and/or training hours are being met in accordance with all applicable Federal and State laws, including but not limited to 49 CFR Part 26, and to make available to the DEPARTMENT all necessary documents to support compliance with the DBE and/or training standards.

22. To perform PROJECT documentation and quality control during contract administration according to the RTC's established procedures, as approved by the DEPARTMENT. If the RTC does not have DEPARTMENT-approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference. The manuals may be obtained from the DEPARTMENT's Administrative Services Division.

23. To monitor compliance with subcontracting, prompt payments, and DBE requirements using B2GNow for tracking and reporting purposes and require contractors and subcontractors to use and submit documentation through B2GNow.

24. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A.

25. As work progresses on the PROJECT, the RTC shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT costs. The final invoice must be submitted within ninety (90) calendar days of the acceptance of the PROJECT by the DEPARTMENT. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I, Paragraph 3, less any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

26. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Six Hundred Eleven Thousand Two Hundred Sixty-Nine and No/100 Dollars (\$611,269.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the RTC's budgeted appropriations and the allocation of sufficient funds by the governing body of the RTC. The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

27. To complete and sign Attachment C – “Affidavit Required Under 23 U.S.C. Section 112(C) And 2 CFR Parts 180 and 1200 - SUSPENSION OR DEBARMENT” and Attachment D – “Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds,” “Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities,” and “Disclosure of Lobbying Activities” attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including June 30, 2026, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 200. Indirect costs are eligible for reimbursement. The RTC's indirect rate shall be approved by its cognizant federal agency and that approval provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

5. The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	\$ 42,500.00
RTC Preliminary Engineering Costs:	\$ 4,957,500.00
DEPARTMENT Right-of-Way Costs:	\$
RTC Right-of-Way Costs:	\$
DEPARTMENT Construction Engineering Costs:	\$ 85,000.00
RTC Construction Engineering Costs:	\$ 2,615,000.00
Construction	<u>\$ 7,826,316.00</u>

Total Estimated PROJECT Costs: \$ 15,526,316.00

Available Funding Sources:	
FHWA CRRSAA Grant (100%):	\$ 3,300,944.00
Federal STBG Funds (95%):	\$ 11,614,103.00
RTC Match Funds (5%):	<u>\$ 611,269.00</u>
<u>Total PROJECT Funding:</u>	\$ 15,526,316.00
Additional RTC funds not included in agreement:	\$ 9,473,684.00

6. The RTC may not incur any reimbursable PROJECT costs until this Agreement is executed by both parties, and the DEPARTMENT has issued a written "Notice to Proceed." The "Notice to Proceed" includes the "project end date," which establishes the limit of federal participation for a project or phase of work associated with a project. The "project end date" is mutually established by both parties in conformance with the requirements of 2 CFR Part 200. The RTC is responsible for any costs incurred on the PROJECT after the "project end date." The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any costs incurred after the "project end date."

7. The total PROJECT costs shall be determined by adding the total costs incurred by the DEPARTMENT and the RTC for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances, right-of-way engineering, right-of-way acquisition, the relocation of utilities, construction engineering, and construction costs. The RTC match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the RTC prior to entering into this Agreement, the RTC is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The RTC agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

8. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for such extra work shall be specified at the time the amendment is written.

9. The RTC's total estimated PROJECT costs may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices. The parties acknowledge and agree that the total estimated PROJECT costs set forth herein are only estimates and that in no event shall the DEPARTMENT or federal funding portion exceed the total obligated amount, as established in Article I, Paragraph 3.

10. Plans, specifications, estimates, and bid documents shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The RTC acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

11. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written

notification if for any reason Federal and/or State and/or RTC funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

12. Should this Agreement be terminated by the RTC for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the RTC's failure to perform, the RTC shall reimburse the DEPARTMENT for any payments made to the RTC and any PROJECT costs incurred by the DEPARTMENT.

13. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Kristina L. Swallow, P.E., Director
Attn: Phil Kanegsberg, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7988
Fax: (775) 888-7401
Email: pkanegsberg@dot.nv.gov

FOR RTC: Bill Thomas, AICP, Executive Director
Attn: Judy Tortelli, P.E., Project Manager
Regional Transportation Commission of Washoe County
1105 Terminal Way
Reno, NV 89502
Phone: (775) 843-1212
Fax: (775) 348-1058
Email: jtortelli@rtcwashoe.com

14. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

15. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT or RTC breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

16. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

17. The illegality or invalidity of any provision or portion of this Agreement shall not

affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

18. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

20. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

21. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and to present to the DEPARTMENT, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States or any of their duly authorized representatives, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

22. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

23. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, including, without limitation, with regard to 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 without limitation apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

24. Pursuant to all applicable laws including but not limited to the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), the parties shall ensure that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are

federally-funded or not.

25. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

26. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

27. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

28. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

29. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

30. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

31. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

Regional Transportation Commission of Washoe County

State of Nevada, acting by and through its DEPARTMENT OF TRANSPORTATION

Bill Thomas, AICP
Executive Director

On behalf of Director

Approved as to Form:

Approved as to Legality & Form:

RTC Legal Counsel

Deputy Attorney General



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: April 16, 2021

AGENDA ITEM 4.13

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

RECOMMENDED ACTION

Authorize a Request for Proposals (RFP) for the selection of Environmental and Design Services for the Arlington Avenue Bridges Project.

BACKGROUND AND DISCUSSION

The feasibility study for the Arlington Avenue Bridges Replacement Project is under final review. A virtual project video and survey were presented in March. As of April 1, 2021, over 350 survey responses received from the public and the online video was viewed 532 times.

The Federal Highway Administration (FHWA) will be the lead agency and federal funding has been allocated for the project. Due to permitting requirements associated with US Army Corp of Engineers and the federal funding, an Environmental Assessment (EA) is required to replace the bridges. An EA under the National Environmental Policy Act (NEPA) is a concise public document that provides sufficient evidence and analysis for determining whether FHWA should issue a Finding of No Significant Environmental Impact (FONSI) or prepare an Environmental Impact Statement (EIS). Based on information gathered from the feasibility study, a NEPA EA is the anticipated action. This comprehensive study identifies environmental impacts of replacing the bridges and analyzes a broad set of parameters, including biodiversity, environmental justice, wetlands, air and water pollution, traffic, geotechnical risks, public safety issues, and hazardous substance issues.

Once the feasibility study is complete, the NEPA and design phase of the project begins. This RFP will determine the most qualified firm to provide environmental and design services for project. The scope will include public outreach, environmental, design and permitting support to generate a final plans and specification package advertise for construction. Construction of the bridges is anticipated in 2025.

FISCAL IMPACT

NEPA and design phase appropriations for the project are included in the FY 2021 Budget.

PREVIOUS BOARD ACTION

February 19, 2021	Acknowledged receipt of the Arlington Avenue Bridges Project update
May 20, 2019	Acknowledged receipt of the Arlington Avenue Bridges Project update

November 16, 2018 Approved Professional Services Agreement (PSA) with Jacobs Engineering Group, Inc. to provide design services

June 15, 2018 Approved the FY 2019 Program of Projects

ATTACHMENT(S)

- A. Draft RFP Scope of Services
- B. Draft RFP Evaluation Factors

DRAFT

SCOPE OF SERVICES

INTRODUCTION

The Regional Transportation Commission of Washoe County (RTC), in partnership with the City of Reno, FHWA, NDOT and TRFMA, have begun the process to replace the structurally deficient Arlington Avenue Bridges over the Truckee River. The RTC completed the Arlington Avenue Bridges Project Feasibility Study which compiled input from public and technical community members, organized and monitored input from stakeholder and technical advisory meetings, and summarized the development of conceptual bridge alternatives. The study also presented order-of-magnitude construction costs for each alternative and helps to inform this scope for the next phase of the project which include environmental and engineering tasks.

This Request for Proposal (RFP) seeks to select one (1) firm for environmental services, permitting requirements, preliminary engineering, and final design of the proposed improvements. The work consists of providing environmental and professional engineering services to advance the Project through the National Environmental Policy Act (NEPA) process for the project. RTC is anticipating to use a typical design-bid-build project delivery. RTC will negotiate and enter into an agreement with the successful Consultant to complete the National Environmental Policy Act (NEPA) process, with the Federal Highway Administration (FHWA) as the Lead Agency. The scope shall include those elements necessary to complete the NEPA process, to include the 30% design of all project elements. At the completion of the NEPA process, consultant shall complete the final design of the selected alternative. RTC will advertise a new RFP to cover Construction Management Services for the construction of bridges.

The Regional Transportation Plan (RTP) currently shows construction of these improvements completed in the 2025 time period. The estimated total cost of the improvements in the 2050 RTP is \$25 million. RTC has allocated federal funds for the project and is in the process of finalizing a Local Public Agency (LPA) agreement with NDOT for administration of federal funds. All work shall be in accordance with and meet the requirements of NDOT's LPA manual, which can be accessed using the following link:

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

BACKGROUND

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

Arlington Avenue Bridges span the Truckee River in downtown Reno. The bridges connect the north side of the Truckee River to Wingfield Park to the south side of the Truckee River. The structures were built in 1921,

rehabilitated in 1967 and are identified by NDOT as bridges B-1531 (south) and B-1532 (north). Constructed as a concrete tee beam bridge, the largest span in the north bridge measures 40 feet and the total bridge length is 122 feet and 76 feet wide. The south bridge is a rigid frame structure with a clear span of 48 feet and a width of 60 feet. The bridges support an average daily traffic volume of approximately 13,000 trips. Travel across the structures includes two lanes (one lane in each direction) with a center two-way left turn lane and bike lanes.

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

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

SCOPE OF SERVICES

1. PROJECT MANAGEMENT

The CONSULTANT shall provide effective project management that will deliver the Project within established schedules and budgets; develop a project management plan that will effectively communicate, plan and execute the work required to successfully complete the project; conduct a cost and risk assessment workshop including a value engineering session and perform continuous risk assessment and evaluation techniques. In addition, the COUNSULTANT shall integrate the RTC's project manager into the project management plan, and coordinate all Project development activities with the RTC's Project Manager, and with City of Reno representatives, property owners, local and state permitting agencies, utility providers, and other stakeholders within the project area as directed. The CONSULTANT shall be responsible for scheduling, attending, preparing exhibits, and providing meeting minutes for meetings as required by the RTC. The initial Project Management tasks, activities, and deliverables are expected to include, but may not be limited to, the following:

- Kickoff, progress, and miscellaneous meetings
- Project Management Plan
- Manage critical path schedule for this scope of service
- Pre-construction and construction schedules
- Project coordination and documentation
- Risk Assessment
- Monthly progress reporting
- Quality Assurance/Quality Control

- PM support services
- Outreach support services

2. INVESTIGATION OF EXISTING CONDITIONS

The CONSULTANT will become completely familiar with the Feasibility Study and verify recommendations and conclusions included within. The CONSULTANT will obtain traffic data to update and verify the volumes identified in the Feasibility Study. Utilities within the project area will be located and assessed for possible conflicts with the proposed Project. Topographic mapping and boundary will be determined to meet design needs.

2.1 GEOTECHNICAL INVESTIGATION

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

Perform all field and laboratory investigations and perform all analyses to provide complete geotechnical reports and final design for this phase of the project.

2.2 TOPOGRAPHIC SURVEY

CONSULTANT will conduct field surveys, photogrammetric mapping and office support to provide topographic design surveys for the project.

2.3 RIGHT OF WAY MAPPING AND ENGINEERING

The CONSULTANT will obtain recorded right-of-way based upon Washoe County GIS information. The right-of-way will be shown on the project plans and used as the basis for right-of-way engineering services.

CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of potentially impacted parcels. Right-of-way engineering services include, but not limited to, exhibit maps, legal descriptions, and title reports for permanent and/or temporary construction easements on each parcel.

2.4 SUBSURFACE UTILITIES

CONSULTANT will investigate and locate subsurface utilities within the bridge alignment, roadway R/W, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features.

Based on field investigation, CONSULTANT will provide RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to insure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies.

2.5 EXISTING HYDROLOGY

The CONSULTANT will review hydrology of the Truckee River within the impact area of the Arlington Avenue Bridges project. CONSULTANT will incorporate hydraulic analysis performed as part of Feasibility Study and identify engineering solutions that reduce flood hazard and facilitates project construction. CONSULTANT will provide hydraulic analysis necessary to secure permits and regulatory approval for project implementation.

3. PRELIMINARY DESIGN

The CONSULTANT shall be responsible for evaluating and further developing the recommended improvements identified in the Arlington Avenue Bridges Feasibility Study within the project limits. Preliminary engineering tasks, activities, and deliverables are expected to include, but may not be limited to, the following:

- Reevaluation of Recommended improvements identified in the Feasibility Study
- Development of Preliminary (30%) Plans
- Hydraulic Analysis
- Identify right-of-way needs
- Prepare conceptual construction cost estimate
- Recommend construction packaging

4. ENVIRONMENTAL STUDIES, DOCUMENTATION, AND SUPPORT SERVICES

Depending upon the preliminary engineering outcome, the CONSULTANT shall provide environmental services up to and including completion of the National Environmental Policy Act (NEPA) process. It is anticipated at this time an Environmental Assessment will be required. CONSULTANT will identify foreseeable potential actions that would require federal agency review and provide recommendations as to the potential project development considerations that may be encountered.

The Truckee River is designated “Waters of the United States” and is therefore under the jurisdiction of the US Army Corps of Engineers (and the Carson-Truckee Water Conservancy District as the local sponsor). Work elements within the designated limits of the drainage way will require coordination with the Army Corp and likely a Section 404 permit for wetland modifications. US Army Corp of Engineers permit are a federal nexus.

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

- Data collection and field investigation

- NEPA coordination with NDOT and resource agencies
- Preparation of a NEPA document
- NEPA studies and technical reports for the following:
 - Air Quality
 - Noise
 - Biological
 - Threatened and Endangered Species
 - Hazardous Materials
 - Land Use
 - Floodplains and Water Resources/Quality
 - Geology, Soils, and Paleontology
 - Cultural Resources (Section 106)
 - Native American Religions Concerns
 - Section 4(f) Properties
- Regulatory coordination and permitting with US Army Corps of Engineers, Nevada Division of Environmental Protection, Nevada Division of State Lands

5. FINAL DESIGN

CONSULTANT shall prepare Final Construction Plans and Technical Specifications and provide technical support and coordination with the RTC to successfully finalize the design and prepare a cost effective construction bid package. Design shall meet local and federal standards and requirements.

Final Construction Plans and Technical Specifications shall be in accordance with RTC's standards and requirements. Structural design will be in accordance with the AASHTO LRFD Bridge Design Specifications and the NDOT Structures Manual.

Provide design and cost estimates and type selection analysis for project drainage structures, grade separations or retaining wall as required. Preparation of final structural plans, specifications and estimates of structures, retaining walls noise barriers and drainage structures..

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

- Prepare plans, construction estimates and specifications to deliver a complete project. Develop all plans and estimates according to RTC procedures. Coordinate with RTC to produce plans, construction estimates and breakouts.
- Submit progress plans at 60% and 90% completion. Provide specification notes for any special items of work or phasing of construction to be included in the Special Provisions.
- Provide technical support and coordination to successfully complete all permitting requirements
- Regular review meetings
- Plan Production and Distribution
 - Provide 100% Design Plans, Specifications, and Engineer's Estimate
- Prepare, compile, and support RTC to generate final bid documents for Design-Bid-Build construction contractor procurement

- Support RTC with bid related services during pre-bid meeting and responses to questions during bidding

6. PUBLIC AND AGENCY INVOLVEMENT

The CONSULTANT will develop a Public Outreach and Involvement Plan that outlines specific objections, organization and roles of stakeholders, and definition and schedule of target activities to accomplish the objectives of the Project.

Public Informational Meetings will be held with residents, property owners adjacent to the project, stakeholders, and other members of the public to discuss project limits, scope, tentative schedule, access, public notification requirements, and concerns of adjacent properties.

Public involvement and outreach activities to communicate proposed Project improvements to residents and stakeholders, include, but not limited to, the following:

- Public Outreach and Involvement Plan
- Public Information Meetings
- Individual property owner meetings
- Commissions, Councils, and Boards
- Local and State Agencies

Assemble and manage a project stakeholder group (including but not limited to above groups) to develop and implement an aesthetics plan that is sustainable and meets the community goals which will be developed by the CONSULTANT in cooperation with the local agencies and project stakeholders.



DRAFT EVALUATION/SCORING SHEET

RFP IDENTIFICATION #21-30

Proposer Name: _____

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

Evaluation Factor	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
<p>Factor 1 – Project Approach: Proposer’s approach to identify and implement the project requirements in the Scope of Services. a) Identify and describe specific methods used to complete each project requirement (specific to project).</p>	<p>30%</p>	<p>100</p>	<p>Score: Weighted Points:</p>	<p>Score: Weighted Points:</p>	<p>Score: Weighted Points:</p>	<p>Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):</p>

Evaluation Factor	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
<p>Factor 2 – Key Staff Capabilities:</p> <p>a) Provide an organizational chart of the Project Team, including sub-consultant(s), and the responsibilities of the team members;</p> <p>b) List personnel with their years of experience, length of time with their current firm, education, experience, capabilities, and strengths related to their role on this project.</p> <p>c) State the license(s) and certification(s) of the firm and/or individuals.</p> <p>d) Demonstrate the capacity of the Project Team to meet the needs of the project. Consider the prime consultant’s and sub-consultant’s depth of staffing and other resources.</p>	20%	100	Score: Weighted Points:	Score: Weighted Points:	Score: Weighted Points:	<p>Strength(s):</p> <p>Weakness(es):</p> <p>Explanation of Revised Score(s) (if any):</p>
<p>Factor 3 – Project Understanding:</p> <p>a) Describe the Project Team’s understanding of the project and associated requirements contained in Exhibit A - Scope of Services.</p>	20%	100	Score: Weighted Points:	Score: Weighted Points:	Score: Weighted Points:	<p>Strength(s):</p> <p>Weakness(es):</p> <p>Explanation of Revised Score(s) (if any):</p>
<p>Factor 4 - Project Manager Capabilities:</p>	20%	100	Score: Weighted Points:	Score: Weighted Points:	Score: Weighted Points:	<p>Strength(s):</p> <p>Weakness(es):</p> <p>Explanation of Revised Score(s) (if any):</p>

Evaluation Factor	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
<p>Factor 5 – Firm Experience: Briefly describe relevant projects completed by the Project Team by providing the following information for each relevant project:</p> <p>a) Project owner and reference (include name, current phone number, and title/role during the project);</p> <p>b) Description of the services provided by the Project Team on each project;</p> <p>c) List the Project Team members that worked on each project and their role on the project;</p> <p>d) Dates the services were provided, if the services were provided on schedule and a brief description of any schedule issues;</p> <p>e) Original agreement cost for services and a brief description of any amendments;</p> <p>f) Describe the notable successes with the services.</p>	10%	100	Score: Weighted Points:	Score: Weighted Points:	Score: Weighted Points:	Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):
TOTAL:	100%	100				

Name of Evaluator (print): _____

Employer: _____

Signature of Evaluator: _____

Date: _____



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: April 16, 2020

AGENDA ITEM 4.14

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

RECOMMENDED ACTION

Authorize a Request for Proposals (RFP) for the selection of Design and Construction Management Services for the Peppermill Station BRT Project.

BACKGROUND AND DISCUSSION

The proposed project includes the construction of a full-sized northbound RAPID station on South Virginia Street between Gentry Way and Hubbard Way, sidewalk improvements compliant with the Americans with Disabilities Act (ADA) and extension of a bus-only lane. The existing bus stop does not provide full ADA accessibility or sufficient seating capacity.

With 541 average daily boardings in 2019, including 372 on RAPID and 169 on Route 1, this station location experienced the highest number of boardings of any stop in the RTC system outside of the transfer terminals located at 4th Street Station, Centennial Plaza and Meadowood Mall.

FISCAL IMPACT

Design and construction management appropriations for the Peppermill Station BRT Project are included in the FY 2021 Budget.

PREVIOUS BOARD ACTION

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

ATTACHMENT(S)

- A. Scope of Services and Evaluation Criteria

Peppermill BRT Project - Scope of Services

SECTION XVI - SCOPE OF WORK

INTRODUCTION

The Regional Transportation Commission of Washoe County (RTC), in partnership with the Federal Transit Administration (FTA) plan to upgrade the Bus Rapid Transit (BRT) station at the inbound Peppermill location to a full size level boarding facility with passenger amenities and reconstruct portions of the sidewalk and roadway along northbound South Virginia Street within the project limits.

This Request for Proposal (RFP) seeks to select one (1) firm to provide complete services necessary for building and encroachment permit requirements including preliminary design (civil, architectural, electrical, structural, geotechnical); and final design of the proposed improvements. The RTC is anticipating using a typical design-bid-build project delivery.

BACKGROUND

With an average of more than five hundred (500) daily boardings (RAPID & RIDE) in 2019, this station location experienced the highest number of boardings of any stop in the RTC system outside of the transfer terminals located at 4TH Street Station, Centennial Plaza, and Meadowood Mall.

The proposed project includes the construction of a full-sized northbound RAPID station on South Virginia Street between Gentry Way and Hubbard Way, sidewalk improvements compliant with the Americans With Disabilities Act (ADA), and extension of a bus-only lane. The existing bus stop does not provide full ADA accessibility or sufficient seating capacity. The project site is located on a vacant lot on South Virginia Street between Loanmax Title Loans and Tire Maxx Car Care (see attached site plan).

REQUESTED SERVICES TO BE PROVIDED

1. PROJECT MANAGEMENT

The CONSULTANT shall provide effective project management that will deliver the Project within established schedules and budgets; develop a project management plan that will effectively communicate, plan and execute the work required to successfully complete the project; and provide a cost and risk assessment and value engineering throughout the design development process. In addition, the COUNSULTANT shall integrate the RTC's project manager into the project management plan, and coordinate all Project development activities with the RTC's Project Manager, property owners, permitting agencies, utility providers, and other stakeholders within the project area as directed. The initial Project Management tasks, activities, and deliverables are expected to include, but may not be limited to the following:

- Kickoff, progress, and miscellaneous stakeholder meetings
- Develop and manage a critical path schedule for the approved scope of services
- Pre-construction and construction schedules
- Project coordination and documentation

- Management and organization of sub-consultants and deliverables
- Coordination with utilities companies for service connections
- Coordination with permitting agencies
- Value engineering
- Quality Assurance/Quality Control
- Project Manager support

2. INVESTIGATION OF EXISTING CONDITIONS

The CONSULTANT will become completely familiar with the NEPA Study previously completed by Stantec Consulting. Utilities within the project area will be located and assessed for possible conflicts with the proposed Project. Topographic mapping and boundary will be determined to meet design needs.

2.1 GEOTECHNICAL INVESTIGATION

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

Perform all field and laboratory investigations and perform all analyses to provide complete geotechnical report necessary for final design and construction of the project.

2.2 TOPOGRAPHIC SURVEY

CONSULTANT will conduct field surveys, photogrammetric mapping and office support to provide topographic design surveys for the project.

2.3 RIGHT OF WAY MAPPING AND ENGINEERING

The CONSULTANT will obtain recorded right-of-way based upon Washoe County GIS information. The right-of-way will be shown on the project plans and used as the basis for right-of-way engineering services.

CONSULTANT will perform boundary surveying including preparation of full Metes and Bounds descriptions of potentially impacted parcels. Right-of-way engineering services include, but not limited to, exhibit maps, legal descriptions, and title reports for permanent and/or temporary construction easements needed to complete the project.

2.4 SUBSURFACE UTILITIES

CONSULTANT will investigate and locate subsurface utilities within proposed BRT structure, roadway R/W, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove any lids of surface features and document depth of utility device, or invert of pipe, within such surface features.

Based on field investigation, CONSULTANT will provide RTC a list of utility companies whose utilities are likely to be within the project limits or reasonably affected by the project. RTC will

issue the initial notification to the utility agencies on the list and CONSULTANT will coordinate with the utility agencies for upcoming work, facility relocation and new installation, and to insure utilities likely affected by the project are drawn on the plan and profile, evaluate potential conflicts through field investigation, investigate conflict resolution strategies.

3. PRELIMINARY DESIGN

The CONSULTANT shall be responsible for evaluating and further developing the existing plans RTC has utilized to construct similar structures along its transit corridors. Preliminary engineering tasks, activities, and deliverables are expected to include, but may not be limited to, the following:

- Incorporation and value engineering of similar RTC projects
- Development of Preliminary (30%) Plans
- Identify right-of-way needs
- Prepare conceptual construction cost estimate

4. FINAL DESIGN

CONSULTANT shall prepare Final Construction Plans and Technical Specifications and provide technical support and coordination with the RTC to successfully finalize the design and prepare cost effective construction bid package, suitable for construction.

Final Construction Plans and Technical Specifications shall be in accordance with RTC's standards and requirements and City of Reno building codes.

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

- Prepare plans, construction estimates and specifications to deliver a complete project. Develop all plans and estimates according to RTC procedures. Coordinate with RTC to produce plans, construction estimates. Submit progress plans at 60% and 90% completion. Provide specification notes for any special items of work or phasing of construction to be included in the Special Provisions.
- Provide technical support and coordination to successfully complete all building permitting requirements
- Regular review meetings
- Plan production and distribution
- Provide 100% Design Plans, Specifications, and Engineer's Estimate
- Prepare, compile, and support RTC to generate final bid documents for Design-Bid-Build construction contractor procurement
- Provide support throughout the bidding process

5. CONSTRUCTION ADMINISTRATION

5.1 CONTRACT ADMINISTRATION

The CONSULTANT shall provide effective construction administration that will deliver the Project within established schedules and budgets. The initial construction administration

tasks, activities, and deliverables are expected to include, but may not be limited to, the following:

- Attend the preconstruction conference
- Facilitate weekly construction meetings
- Perform construction coordination working directly with the RTC Project Manager
- Provide document control (submittals, RFI's, etc) to track and manage these documents
- Responsible for obtaining and reviewing baseline schedule and monthly schedule updates from the contractor
- Review and provide recommendations on contractor's traffic control plans
- Review and provide recommendations on test results
- 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
- Prepare letter of substantial completion

The CONSULTANT shall provide sufficient personnel who possess the experience, knowledge, and character to adequately perform the requested services. The CONSULTANT's Construction Manager shall be a licensed Professional Civil Engineer registered in the State of Nevada and must have experience in successful public works construction management in the northern Nevada area.

5.2 CONSTRUCTION SURVEYING

The CONSULTANT shall provide construction staking as required on the project. it is assumed survey will consist of a minimum of the following items:

- Recover survey control
- Delineating the saw-cut lines for pavement demolition
- Offset stakes to foundation with cut/fill to top of platform elevation
- Offset stakes to face of curb, sidewalk, platform and driveway angle points, points of curvature, and grade breaks with cut/fill to finished grade elevation

5.3 INSPECTION

The CONSULTANT shall provide one (1) inspector during all construction activities. This inspector will:

- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in issue resolution with the RTC, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted weekly to RTC

- Provide quantity reports and assist in contractor's monthly progress payments
- Provide verification of the distribution of public relation notices required to be delivered by the contractor
- Assist in preparation of the Punch List
- Maintain a field blueline set of drawings to incorporate contractor record drawing mark-ups

5.4 MATERIALS TESTING

The CONSULTANT shall provide the following:

- Material Testing for compliance with the specifications and testing requirements per the latest edition of the Standard Specifications for Public Works Construction (Orange Book).

The CONSULTANT shall provide certified testing personnel in accordance with the Nevada Alliance for Quality Transportation Construction/Western Alliance for Quality Transportation Construction (NAQTC/WAQTC) guidelines.

The CONSULTANT shall 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) and International Building Code (IBC) test procedures.

5.5 RECORD DRAWINGS

The CONSULTANT shall provide record drawings for the completed project. The final record drawings must be identified, dated, and signed as the record drawings and must also contain the Engineer of Record's stamp and signature.

Peppermill BRT

Legend
🚌 Peppermill BRT

Hubbard Way

Carson-Reno Hwy

Gallaway Ln

Peppermill BRT

Wronel Way

Brinkby Ave

S Virginia St

Google Earth

700 ft





Evaluation and Scoring Sheet
for
RTC XX-XX - Design and Construction Management Services for the Peppermill Station BRT Project

Proposer Name _____

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

Evaluation Factor/Criteria	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
Factor 1 - Project Team: a) Provide an organizational chart of the Project Team, including sub-consultant(s), and the responsibilities of the team members; b) List personnel with their years of experience in construction oversight, length of employment with their current firm, training, education, licenses, capabilities, and strengths related to their role on this project. c) For each key person identified, list at least two comparable projects in which he/she has played a key role. If a project listed for a key person is the same as one listed in Past Projects, provide just the project name and the role of the key person. For other projects, also provide the project owner and an owner reference. d) Provide a summary of the project team members' experience working together on projects of similar scope.	25%	100				Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):
Factor 1 Weighted Points Calculation(s)			0.0	0.0	0.0	
Factor 2 - Past Performance: Briefly describe relevant projects completed by the Project Team by providing the following information for each relevant project: a) Project owner and reference (include name, current phone number, and title/role during the project); b) Description of the services provided by the Project Team on each project; c) List the Project Team members that worked on each project and their role on the project; d) Dates the services were provided, if the services were provided within the original schedule budget. Provide a brief description of any schedule and budget issues including how they may have been mitigated; e) Original agreement amount for services and a brief description of any amendments; f) Describe the notable project challenges and how the services provided by the team and/or individual team members contributed to successful outcomes.	45%	100				Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):
Factor 2 Weighted Points Calculation(s)			0.0	0.0	0.0	
Factor 3 - Project Approach: Proposer's approach to identify and implement the project requirements in the Scope of Services. a) Describe the Project Team's understanding of the project and associated requirements contained in Exhibit A - Scope of Services. b) Identify and describe specific methods used to complete each project requirement (specific to project). Consider staffing strategies and opportunities that could result in cost effective implementation and management of proposed services.	15%	100				Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):
Factor 3 Weighted Points Calculation(s)			0.0	0.0	0.0	
Factor 4 - Availability and Capacity: 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 that the key personnel are working on or are committed to work on, the percentage of time allocated to each project and the anticipated completion date for each project. b) Demonstrate the capacity of the Project Team to meet the needs of the project. 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	10%	100				Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):
Factor 4 Weighted Points Calculation(s)			0.0	0.0	0.0	
Factor 5 - Proximity of Project Team: a) Describe your firm's location(s) in the geographical area. b) Identify the location of the office/lab which will provide primary project control for this project. c) Provide a percentage of work to be completed at each location.	5%	100				Strength(s): Weakness(es): Explanation of Revised Score(s) (if any):
Factor 5 Weighted Points Calculation(s)			0.0	0.0	0.0	
TOTAL:	100%		0.0	0.0	0.0	

Name of Evaluator (print): _____

Employer: _____

Evaluation Factor/Criteria	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
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Signature of Evaluator: _____

Date: _____



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: April 16, 2021

AGENDA ITEM 4.15

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDATION

Approve Amendment #2 to the RTC RIDE Fixed-Route Service Operation and Maintenance Contract with Keolis Transit Services, LLC, to allow for the purchase of certain equipment and supplies authorized in advance by RTC.

SUMMARY

In March 2019, the Regional Transportation Commission (RTC) negotiated an agreement with Keolis Transit Services, LLC, for the operations and maintenance of the RTC RIDE fixed-route service. Both RTC and Keolis desire to amend the contract so that RTC can direct Keolis to purchase, upon prior approval by RTC, additional equipment and supplies that are not part of the costs Keolis is responsible for pursuant to the terms of the contract. RTC's Director of Public Transportation and RTC's Director of Finance would both have to authorize the purchase in advance in a signed document. There would be no requirement for board action. This will allow flexibility to obtain equipment and supplies that are needed for operation of the transit system in a more time efficient manner. Staff is seeking board approval of this amendment as required by RTC's Management Policy P-13.

FISCAL IMPACT

Appropriations for this item is included in the approved FY 2021 budget and there is no additional cost in connection with this agenda item.

PREVIOUS BOARD ACTION

Mar. 15, 2019 The Board approved the agreement with 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 execute the agreement.

ATTACHMENT(S)

- A. Contract Amendment #2 between the Regional Transportation Commission of Washoe County, Nevada and Keolis Transit Services, LLC.

CONTRACT AMENDMENT #2

The Regional Transportation Commission of Washoe County, Nevada (“RTC”), and Keolis Transit Services, LLC (“Contractor”) entered into the Contract for Operation and Maintenance of Fixed-Route Transit Services dated March 15, 2019 (the “Contract”). The Contract was previously amended by Amendment #1 dated June 8, 2020. This Amendment #2 is dated and effective as of April 16, 2021.

WHEREAS, the RTC and the Contractor desire to amend the Contract so that the Contractor can purchase, upon prior approval by RTC, additional equipment and supplies that are not part of the equipment and supplies that Contractor is required to purchase and pay for under the terms of the Contract; and

WHEREAS, the amendment will allow flexibility for RTC to direct the Contractor to purchase such equipment and supplies on behalf of the RTC in a more time efficient manner.

NOW THEREFORE, the RTC and the Contractor agree as follows:

1. Section 401B(2) of the Contract is replaced in its entirety with the following:

(2) Second Invoice. The Contractor shall submit its second invoice on the 11th 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, plus

(b) any costs of major repairs as provided in Section 305B(8); plus

(c) any costs of major modifications, repairs, and replacements to the Facilities or Equipment as provided in Section 307C(4); plus

(d) any costs of additional equipment or supplies as provided in Section 401B(7); less

(e) 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 in satisfaction of Section 307C(5); less

(f) any amounts deducted by the RTC pursuant to paragraph (3) hereof.

2. Section 401B of the Contract is amended to add the following subsection:

(7) Additional Equipment or Supplies.

(a) RTC shall be responsible for additional equipment and supplies that are not part of the costs that Contractor is responsible for pursuant to the terms of the Contract. If

Contractor determines that additional equipment or supplies are required, Contractor must submit a letter requesting prior written authorization from the RTC before making any such purchase. The letter shall be addressed to RTC’s Director of Public Transportation and RTC’s Director of Finance. The letter shall include a description of the equipment and supplies, quantities, and a not-to-exceed cost to the RTC. The letter shall include an explanation of the need for the equipment or supplies and an explanation as to why the Contractor is not responsible for the costs under the terms of the Contract. Contractor shall have the burden of proving it is not responsible for the costs under the terms of the Contract. The letter shall include a signature block for RTC and must be signed by RTC’s Director of Public Transportation and RTC’s Director of Finance in order for the authorization to be effective.

(b) Contractor shall maintain an inventory record for the equipment and supplies. The inventory record shall include the date acquired, total cost, serial number, model identification, and any other information or description necessary to identify the equipment and supplies. Contractor must submit a copy of the inventory record to the RTC upon request.

(c) At the expiration or termination of the Contract, Contractor may keep the equipment and supplies and credit RTC in an amount equal to its fair market value. Fair market value shall be determined, at Contractor’s expense, on the basis of an independent appraisal. Contractor may also sell the equipment and supplies at the best price obtainable and credit RTC in an amount equal to the sales price. If the equipment and supplies are to be sold, the terms and conditions of the sale must be approved in advance by RTC’s Project Manager.

3. All other provisions of the Contract shall remain in full force and effect.

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

By: _____
Bill Thomas, AICP
Executive Director
Regional Transportation
Commission of Washoe County

By: _____
Aline Frantzen
CEO U.S. Bus Operations
Keolis Transit Services, LLC



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: April 16, 2021

AGENDA ITEM 4.16

Through: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDATION

Approve a contract with New Flyer of America, Inc., for the purchase of twenty (20) electric hybrid fixed-route buses utilizing the Common Wealth of Virginia Fleet Vehicles procurement contract number E194-75548, in an amount not-to-exceed \$14,455,061.

SUMMARY

RTC has budgeted the purchase of twenty (20) hybrid electric buses for replacement of existing diesel vehicles in fixed-route service. These buses are near or past the end of their useful life. Twelve (12) buses will be delivered in early FY 2022 and eight (8) buses will be delivered in early FY 2023. The RTC has been purchasing fully electric buses and has a sustainability goal to be 100% alternative fuel/electric by 2035, and remains on track to achieve this goal. However, based upon the current performance of our electric vehicle fleet, it has been determined that we are unable to significantly expand the electric fleet further due to limits in the operating range of battery electric buses currently available on the market. This lack of range makes current bus technology unsuitable for RTC's needs. Until the technology evolves and provides a long-range, fully electric bus, the RTC has determined that there is hybrid electric diesel technology available that will bridge this gap. Hybrid vehicles offer many of the same improvements in fuel economy, reduced emissions and engine performance. The hybrid technology today will allow us to program some zero emissions green zones around dense urban areas (4th Street Station and Centennial Plaza) and any other designated zones or corridors which are adversely affected by diesel emissions. The RTC will continue to monitor the market and investigate new technologies as they develop in order to continue to achieve our 2035 sustainability goals.

When RTC fails to replace buses at the end of their useful life, the contract with Keolis Transit Services, Inc., obligates RTC to pay the cost of additional maintenance incurred for operating these older vehicles. These costs increase significantly, as major components fail and systems need to be overhauled and/or replaced on the oldest buses in the fleet. RTC has budgeted for some of these replacements costs but would have to significantly increase the maintenance operations budget in order to maintain these vehicles past their useful life, which would in turn have a detrimental impact on overall available operational funds to operate fixed route service.

By utilizing the Commonwealth of Virginia contract, the RTC will be able to capture the lower prices offered now for subsequent fiscal year purchases.

FISCAL IMPACT

Appropriations for this item are included in the FY 2021 and FY 2022 budgets and there is no additional cost in connection with this agenda item.

PREVIOUS BOARD ACTION

Dec 20, 2019 Approved the purchase of seventeen (17) electric hybrid fixed-route buses utilizing the Common Wealth of Virginia Fleet Vehicles procurement contract number E194-75548 for an estimated amount not to exceed \$13,855,000; and authorized the RTC Interim Executive Director to execute the agreement.

ATTACHMENT(S)

- A. Electric Hybrid Vehicle Purchase Agreement

ELECTRIC HYBRID VEHICLE PURCHASE AGREEMENT

Between

Regional Transportation Commission of Washoe County

and

New Flyer of America Inc.

_____, 2021

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APPENDICES

Appendix A	Technical Specifications for Vehicles
Appendix B	Critical Path Schedule
Appendix C	Testing Procedures and Protocols, including Acceptance Testing
Appendix D	Change Order Form
Appendix E	Applicable Federal Requirements and Certifications
Appendix F	Invoice Form

This Electric Hybrid Vehicle Purchase Agreement (Agreement) is made and entered into on _____, 2021 by and between the Regional Transportation Commission of Washoe County, Nevada (RTC) and New Flyer of America Inc. ("New Flyer") (Contractor), a corporation authorized to do business in the State of Nevada that is manufacturing and supplying the electric hybrid vehicles purchased under this Agreement. This Agreement implements the purchase of vehicles off of the Commonwealth of Virginia schedule, as is expressly permitted by Section 3019 of the Fixing America's Surface Transportation Act.

ARTICLE I -- INTRODUCTORY PROVISIONS

SEC. 101 DEFINITIONS

As used in this Agreement, the term –

(1) **"Acceptance"** means written documentation executed by the RTC evidencing the RTC's determination that a particular Vehicle, provided by the Contractor under this Agreement has been completed and delivered in full conformance with all requirements and provisions in the Technical Specifications and the other Contract Documents, and has been determined to be in acceptable operating condition under the Acceptance testing procedures described in Appendix C.

(2) **"Agreement"** means this written agreement executed by the RTC and the Contractor which sets forth the rights and obligations of the parties.

(3) **"Change Notice"** means a document issued by the RTC to the Contractor specifying a proposed change to the Work or to the Contract Documents, and directing the Contractor to provide, at Contractor's expense, price and/or other information relating to that change within the time specified in the notice. Unless otherwise expressly stated on its face, a Change Notice is a proposal which may result in a Change Order.

(4) **"Change Order"** means an order executed by the RTC and issued to the Contractor modifying the Work, the Technical Specifications, or the other Contract Documents. The Change Order establishes the basis for any adjustments in Contract Price or Contract Time resulting from the change, and becomes a part of the Contract Documents upon execution by the parties or issuance by the RTC, as the case may be.

(5) **"Contract Amendment"** means a document signed by duly authorized representatives of each Party that changes or modifies this Agreement.

(6) **"Contract Documents"** means the documents identified in Section 103 which collectively constitute the obligations of the Contractor.

(7) **"Contract Milestone"** or **"Milestone"** means an established event or occurrence that is a key element of the Critical Path Schedule as specified in Section 205 of this Agreement.

(8) **"Contract Price"** means the total compensation to be paid to the Contractor by the RTC, as set forth in Section 301 of this Agreement.

(9) **"Contract Time"** means the date by which the Contractor shall complete the Work to be performed under this Agreement (except warranty work and on-site support), including any authorized extensions of time.

(10) **"Contractor"** means New Flyer of America Inc. and includes any subsidiary, affiliate, or parent company thereof to which New Flyer of America Inc. assigns, transfers, or delegates in writing the obligation to perform all or any portion of the Work; provided that New Flyer of America Inc. shall remain responsible (notwithstanding any such assignment, transfer, or delegation) for the full performance of this Agreement and compliance with the Contract Documents.

(11) **"Critical Path Schedule"** means the schedule developed by the Contractor and agreed upon by the RTC for the performance of the Work, setting forth the specific tasks to be performed, including but not limited to the Contract Milestones, and establishing the schedule for the completion of each such task. The Critical Path Schedule is set forth in Appendix B.

(12) **"Days"** means calendar days; provided that where the term "business days" is used, it means Monday-Friday, excluding Federal holidays.

(13) **"Executive Director"** means the Executive Director of the RTC or the person designated in writing to carry out the Executive Director's rights or obligations under this Agreement.

(14) **"First Article Vehicle"** means the first Vehicle to complete testing, production, and delivery to the RTC.

(15) **"Fleet Defect"** means a failure or defect in the same component, part, or system in four (4) or more of the twenty (20) Vehicles supplied under this Agreement.

(16) **"Force Majeure"** means acts of God; flood; war; terrorism; epidemic; natural disaster; lockout or commandeering of raw materials, plants, or facilities by the Government; or other similar unanticipated and unforeseeable event beyond the control of the Contractor which was not due to any act or omission of the Contractor and which could not have been avoided by due diligence and use of reasonable efforts by the Contractor. The term "Force Majeure" does

not include changes in law or strikes or work stoppages involving the Contractor's employees or personnel or the employees or personnel of the Contractor's suppliers, subsuppliers, Subcontractors, or shippers.

(18) **"Governing Body"** means the Board of Commissioners of the RTC.

(19) **"Inspector"** means the RTC's authorized representative with responsibility for reviewing and monitoring the Contractor's production and manufacturing processes, observing testing performed by the Contractor, conducting inspections and testing, and confirming the Contractor's compliance with the requirements of the Technical Specifications and other Contract Documents.

(20) **"Key Personnel"** means the Contractor's Project Manager, Manager of Design/Engineering, Manager of Quality Control, and Manager of Production, or equivalent positions.

(21) **"Materials"** includes equipment, material, components, subcomponents, assemblies, subassemblies, products, supplies, tools, accessories, and articles incorporated in the Work or otherwise used or furnished by the Contractor in performing this Agreement.

(22) **"Notice of Termination"** means written notice from the RTC to the Contractor and its Surety terminating the Agreement completely or partially, either for convenience of the RTC or for default due to the Contractor's failure to perform its contractual obligations, pursuant to Sections 232 or 234 of this Agreement.

(23) **"Notice to Proceed"** or **"NTP"** means written notice from the RTC to the Contractor that authorizes the Contractor to proceed with the Work.

(24) **"Party"** or **"Parties"** means the RTC and the Contractor.

(25) **"Product Data"** means drawings, plans, procedures, performance charts, instructions, brochures, warnings, and other information furnished by the Contractor to the RTC to illustrate or explain the assembly, production, installation, maintenance, or operation of the Vehicles, or other elements of the Work.

(26) **"Project"** means the RTC project funded by the Federal Transit Administration (FTA) to acquire electric hybrid vehicles.

(27) **"Project Site"** means the facilities and other property of the RTC where Work will be furnished, delivered, or performed under this Agreement.

(28) **"Project Manager"** means the Contractor's executive representative who is designated to direct the activities of the Contractor under this Agreement and to receive and carry out instructions from the RTC.

(29) **"Ready-to-Use"** means complete and fully operational with all materials, systems, and components incorporated.

(30) **"RTC"** or **"Regional Transportation Commission"** or **"Commission"** means the Regional Transportation Commission of Washoe County, Nevada. The rights and obligations of the RTC under this Agreement shall be carried out by the Executive Director or his designee.

(31) **"Samples"** means physical examples, which illustrate Materials, fixtures, and workmanship and which establish standards by which the Work may be judged to assess conformity with this Agreement and the other Contract Documents.

(32) **"Service Contractor"** means the entity responsible for the operation and maintenance of the RTC's fixed route or paratransit system in Washoe County, Nevada, pursuant to a contract with the RTC.

(33) **"State"** means the State of Nevada, U.S.A.

(34) **"Subcontractor"** means any individual, partnership, firm, corporation, or joint venture that contracts with the Contractor to furnish or supply services, labor, subsystems, components, or materials under this Agreement.

(35) **"Technical Specifications"** means the specifications for the Vehicles set forth in Appendix A of this Agreement that set forth the detail of the Work, including design, performance, material, testing, methods of manufacture, and other requirements of this Agreement.

(36) **"Vehicles"** means the twenty (20) 40' low-floor diesel electric hybrid vehicles (Model XDE40) to be manufactured and supplied by the Contractor under this Agreement, as more specifically described in the Vehicle Technical Specifications in Appendix A.

(37) **"Work"** means the Vehicles, and other Materials to be supplied by the Contractor under this Agreement, and includes all the design, manufacturing, production, warranties, and technical and other professional services and responsibilities to be carried out by the Contractor in the performance of this Agreement, including all elements of the Scope of Work set forth in Section 201 hereof.

SEC. 102 AGREEMENT TO PURCHASE

The RTC agrees to purchase from the Contractor, and the Contractor agrees to sell and supply to the RTC, in accordance with the terms of this Agreement, twenty (20) Vehicles, , Materials, services and support as specified in this Agreement, for the total Contract Price of

\$14,455,060.80 in U.S. dollars. The individual pay items to be acquired under this Agreement are set forth in Section 301 of this Agreement.

SEC. 103 CONTRACT DOCUMENTS

(a) Order of Precedence -- Each of the Contract Documents is an essential part of the Contract, and is binding upon the Contractor in the performance of the Work. The Contract Documents consist of the following, set forth hereafter in their order of precedence:

- (1) This Agreement, including any Change Orders and Amendments hereto.
- (2) Federal Requirements and Contract Clauses.
- (3) The Technical Specifications for the Vehicles.
- (4) All other Appendices to this Agreement.

(b) Conflicts between Contract Documents --

(1) Conflicts between Contract Documents (General) -- In case of conflicts between Contract Documents, the Contract Document order of precedence dictates which Contract Document governs, and thus, which corresponding provisions take precedence (between two Contract Documents).

(2) Conflicts between Contract Documents of Equal Precedence -- In case of conflicts between Contract Documents of equal precedence, the more stringent requirement (between the conflicting Contract Documents) shall govern.

(3) Conflicts Within a Contract Document -- In case of conflicts within a Contract Document, the more stringent requirement (within the conflicting Contract Document) shall govern.

SEC. 104 CONTRACTOR REPRESENTATIONS AND WARRANTIES

The Contractor represents, warrants, and covenants as follows:

(a) Maintenance of Licenses and Permits -- The Contractor and its Subcontractors shall maintain all required licenses, permits, status, professional ability, skills and capacity to perform the Work, in accordance with the requirements of the Contract Documents.

(b) Laws, Regulations, and Governmental Approvals -- The Contractor has familiarized itself with the requirements of all applicable Federal, State, and local laws and regulations and the conditions of any required governmental approvals, prior to entering into this Contract. The Contractor acknowledges and agrees that it is responsible for complying with such laws and regulations, and, except as otherwise provided in the Contract Documents, for obtaining governmental approvals at its sole cost and without any increase in Contract Price on

account of such compliance, regardless of whether such compliance would require additional time for performance or additional labor, equipment and/or materials not expressly provided for in the Contract Documents.

(c) Legal Proceedings -- There are no existing or threatened legal proceedings against the Contractor that would have an adverse effect on its ability to perform its obligations under the Contract, its financial condition, or its operations.

(d) Status and Authority -- (1) The Contractor is a corporation, joint venture, or partnership duly organized and licensed to do business in the State of Nevada, with all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted; (2) if a joint venture or partnership, each member of the Contractor is duly qualified to do business, and is in good standing, and will remain in good standing throughout the term of the Contract and for as long thereafter as any obligations remain outstanding under the Contract Documents; and (3) the execution and performance of this Contract will not result in a breach or default under the organizational documents of any such person or under the terms of any indenture, loan, credit agreement, or related instrument to which such person is a party or by which it is otherwise bound.

SEC. 105 USE OF ENGLISH LANGUAGE AND UNITED STATES DOLLARS

(a) Use of English -- All Contract Documents, conferences, negotiations, correspondence, Technical Specifications, technical manuals, Drawings, Product Data, and financial information, shall be prepared, conducted, or provided solely in the English language and using U.S. customary system of weights and measures. Metric units may be used as supplementary information but not to the exclusion of U.S. system units.

(b) Use of Dollars -- All Contract Documents, computations required by this Agreement, applications for payment, invoices, and statements of costs and prices (including supporting information for the cost and price analysis) shall be conducted or presented solely in United States dollars. Any and all payments shall also be made solely in United States dollars.

ARTICLE II -- GENERAL CONDITIONS

SEC. 201 SCOPE OF WORK

(a) General Scope -- The Contractor shall design, test, produce, manufacture, deliver, and provide warranties for twenty (20) Vehicles, and related Materials, as required under this

Agreement. The Vehicles and other Materials provided under this Agreement shall conform in all respects to the Technical Specifications set forth in Appendix A of this Agreement.

(b) Specific Elements of Scope -- The Contractor shall -

- (1) Design the Vehicles
- (2) Develop Product Data for the Vehicles.
- (3) Manufacture, test, and deliver the Vehicles.
- (4) Provide appropriate diagnostic and operational software for the Vehicles and manuals required for testing.
- (5) Provide other Materials as specified in the Contract Documents.
- (6) Participate in Pre-Production and First Article Vehicle Inspection meetings.
- (7) Provide operator manuals, maintenance manuals, parts manuals, training materials, and other technical support manuals and materials required by this Agreement, and the Technical Specifications.
- (8) Provide parts availability as required by this Agreement.

(c) Inclusion in Price – The Contractor agrees that all elements of the Scope of Work are included in, and will be performed and delivered for, the Contract Price set forth in Section 102 of this Agreement.

SEC. 202 NOTICE TO PROCEED

(a) Submittals -- After the date this Agreement is executed by the RTC and the Contractor, the Contractor shall submit the following to the RTC within ten (10) Days: (1) the certificates of insurance, as specified in Section 221(a); (2) the designation of the Contractor's Project Manager and other Key Personnel; (3) the Contractor's organizational chart; and (4) executed Federal certifications.

(b) Notice to Proceed -- Within three (3) Days after receipt from the Contractor of the documentation required under subsection (a), the RTC will issue a Notice to Proceed (NTP) to the Contractor. The Contractor is not authorized to perform Work under this Agreement prior to receiving the NTP. Upon receipt of the NTP, the Contractor shall promptly commence the Work. Contract Time shall begin upon the date of issuance of the NTP.

(c) Schedule -- Time is of the essence in this Agreement. The Contractor shall diligently prosecute the Work to completion in accordance with the Critical Path Schedule in Appendix B and the other requirements in this Agreement. The RTC will cooperate in assuring adherence to the Critical Path Schedule.

SEC. 203 GENERAL OBLIGATIONS OF THE CONTRACTOR

(a) Overall Obligations -- The Contractor shall (directly or through its Subcontractors) design, build, and deliver the Vehicles, all strictly in accordance with the requirements of this Agreement, the Technical Specifications, and the other Contract Documents (and subject to any scope or specification modifications agreed to in writing pursuant to the pre-production meeting process). The Contractor represents and warrants that it will, throughout the term of performance of this Agreement, have and maintain all required authority, licenses, certifications, and registrations applicable to the Work to be performed under this Agreement, and the professional ability, skills, and capacity to perform its obligations under this Agreement.

(b) Standard of Performance -- The Contractor shall perform the Work diligently, carefully, and in a timely and professional manner, in accordance with the standards and requirements in the Contract Documents and in accordance with standards and practices generally accepted as standards of the industry; and shall have and maintain all required authority, licenses, professional ability, skills, personnel, and capacity to perform its obligations under this Agreement. The Contractor shall perform all Work in its own name and as an independent contractor and not in the name of, or as an agent for, the RTC.

(c) Labor and Materials --

(1) Duty to Furnish -- The Contractor shall furnish all labor and Materials, plant, tools, test equipment, and transportation required for the performance and completion of the Work in the manner and within the time specified in this Agreement. The Contractor shall perform all the Work necessary to design and manufacture the Vehicles.

(2) Fitting and Functioning -- The Contractor shall assume responsibility for the proper working and fitting together of all parts and components, and for the proper functioning and system integration of all aspects of the Vehicles, in order to assure successful operation in accordance with this Agreement, the Technical Specifications, and the other Contract Documents.

(d) Critical Path Schedule -- The Contractor has established, after consultation with the RTC, a Critical Path Schedule for the performance of the Work (set forth in Appendix B). The Critical Path Schedule identifies the major milestones of engineering, materials procurement, manufacturing, and testing, and is designed to assure compliance with the Contract Milestones and delivery schedule set forth in Section 205.

(e) Quality Assurance Program -- The Contractor shall prepare a quality assurance program, in accordance with Section 208, which outlines how all of the quality assurance requirements and functions will be defined, implemented, executed, managed, controlled, recorded and reported.

(f) Fees and Permits -- The Contractor shall perform, at no additional expense to the RTC, all of its obligations under this Agreement, and shall pay all fees, permits, and royalties for all intellectual property and all patented appliances, products, or processes incorporated in the Work.

SEC. 204 PROJECT MANAGEMENT

(a) Project Manager and Key Personnel -- The Contractor shall designate in writing the name, qualifications, and experience of its proposed Project Manager and other Key Personnel, as part of the documentation required under Section 202(a). The Project Manager shall have full authority to represent and act for the Contractor.

(b) Reassignment -- The Contractor shall provide the RTC with advance written notice if it desires to change the Project Manager or other Key Personnel. The Project Manager and other Key Personnel shall not be changed without prior written concurrence of the RTC, which shall not be unreasonably withheld. At the time notice of a proposed change is provided, the Contractor shall provide the RTC with the information specified in subsection (a) for the proposed new Project Manager or other Key Personnel. Any replacement Project Manager or other Key Personnel must have qualifications and experience comparable to the individual being replaced.

(c) Contractor Organization -- The Contractor shall provide the RTC with an organizational chart showing lines of authority in the Contractor's organization and individuals responsible for the performance of the Work.

(d) RTC Project Director -- The RTC shall designate in writing, in the NTP provided under Section 202(b), a Project Director who shall be responsible for overseeing the Contractor's performance of this Agreement.

SEC. 205 CONTRACT MILESTONES AND CRITICAL PATH SCHEDULE

(a) Contract Time -- The total Contract Time provided for the completion of the Work (except warranty work and on-site support) under this Agreement and delivery of all the Vehicles is September 30, 2022; provided, however, the Contractor commits and shall deliver to the RTC (12) Vehicles by October 1, 2021 and the remaining 8 vehicles shall be delivered

between August 1, 2022 and September 30, 2022, unless there is an unavoidable delay documented and noticed by the Contractor in a status report under subsection (e) of this Section and the RTC approves a requested extension under subsection (f) of this Section. Time is of the essence and failure to meet the delivery time specified shall constitute a breach of this Agreement.

(b) Critical Path Schedule -- The Contractor has developed a Critical Path Schedule for the Project, set forth in Appendix B, which includes the Contract Milestones listed in subsection (c) as well as other specific tasks to be performed by the Contractor and the RTC. The Critical Path Schedule shall be updated monthly by the Contractor to reflect actual versus planned (as per the original schedule) progress for each Milestone or other task listed.

(c) Contract Milestones -- The Contractor shall proceed with the Work and contract deliverables in accordance with the following the schedule:

Milestone	Date
Begin Procurement of Critical Materials	10 Days after NTP
Delivery of Manuals	30 Days prior to Delivery of First Vehicle
Delivery of First Vehicle	By September 10, 2021
Delivery of Vehicles 2-6	By September 17, 2021
Delivery of Vehicles 7-12	By September 30, 2021
Delivery of Vehicles 13-20	By September 30, 2022

(d) Delivery Schedule -- The Contractor shall deliver the Vehicles as indicated in the Critical Path Schedule in Appendix B. The Contractor shall immediately notify the RTC in writing upon learning of any circumstance that may result in a delay in this delivery schedule. The dates set forth in subsection (c) shall be used as the basis for the assessment of Liquidated Damages under Section 227.

(e) Monthly Status Reports -- The Contractor shall submit monthly status reports to the RTC detailing its progress in completing the Work and adhering to the Critical Path Schedule, and summarizing the significant issues addressed and decisions made at the most recent meeting. The monthly report shall be submitted to the RTC by the 10th of every month until all Vehicles are delivered.

(f) Recovery Schedule -- If any monthly report indicates a delay in the schedule of more than seven (7) Days or a failure to achieve a Contract Milestone, the Contractor shall include a Recovery Schedule with such report, setting forth its proposed plan and proposed revised schedule for addressing such delay or failure, which are subject to RTC approval. The Contractor shall also provide a full report on its progress in the implementation of such plan and revised schedule, as approved by the RTC, within the next thirty (30) Days.

SEC. 206 MATERIALS AND WORKMANSHIP

(a) Workmanship -- The Contractor shall perform all Work under this Agreement in a skillful and workmanlike manner. Workmanship shall be of the best quality and shall conform in all respects to the best practice in the industry. All employees, agents, and other workers used by the Contractor shall have sufficient skill and training to perform the work assigned to them.

(b) Materials --

(1) Quality -- The Contractor shall assure that all Materials incorporated into the Vehicles, and other elements of the Work covered by this Agreement are of the grade and quality specified in the Technical Specifications.

(2) Duty to Furnish -- The Contractor shall furnish all Materials and components required to complete the Work, other than any identified in the Contract Documents as being furnished by the RTC. Notwithstanding any prior inspection and approval by the RTC, the Contractor shall assure that only Materials conforming to the requirements of this Agreement are incorporated in the Work. Any necessary modifications to Materials shall be made at the Contractor's manufacturing facility or at the manufacturing facilities of its Subcontractors. All Materials and components shall be manufactured, handled, and incorporated so as to ensure completed Work in accordance with this Agreement and the other Contract Documents.

(c) New Materials Required -- The Contractor shall assure that all Vehicles, and all Materials incorporated into the Vehicles, and other elements of the Work, are new and are the latest model of current production, consistent with the Technical Specifications. A new Vehicle, as required by this subsection, must be made up completely of unused genuine original parts, and which has not been operated for any purpose other than routine operational testing. Demonstrator equipment does not meet this definition and is not acceptable.

(d) Handling of Materials -- The Contractor shall transport, handle, and store all Materials in a manner which will ensure the preservation of their quality, appearance, and

fitness for the Work. All Materials shall be stored in a manner to facilitate inspection by the Contractor and the RTC.

(e) Reliability of Products -- The Vehicles shall be designed and constructed by the Contractor to assure a high degree of reliability, to minimize down-time during maintenance, and to reduce break downs and failures that result in service delays and interruptions. In addition, the Contractor shall comply with all reliability standards and representations set forth in its warranties.

SEC. 207 PRE-PRODUCTION AND FIRST ARTICLE VEHICLE INSPECTION MEETINGS

(a) Production Facility – The Parties agree that one (1) Pre-production and one (1) First Article Vehicle Inspection meeting will be held either through teleconference or video conference, or if feasible at the Contractor's production facility in Anniston, Alabama. The Contractor reserves the right to build these Vehicles in its production facilities other than the facility in Anniston, Alabama. Regardless of which production facility (or facilities) are used, the Contractor is required, consistent with the Buy America Certification executed by the Contractor in Appendix E, to produce all Vehicles in a manner that is compliant with Buy America requirements and in compliance with all other applicable requirements of this Agreement. The Contractor shall immediately advise the RTC of any changes in the production facility to be utilized.

(b) Basic Requirement - At the Pre-production and First Article Vehicle Inspection meetings, the Parties shall review the Technical Specifications, and related Contract Documents and the overall progress of the Work, as more specifically described in this Section. Each party shall assure that appropriate staff and representatives are available for the meetings.

- (c) Purposes and Subject Matter -- The purposes of the meetings shall be as follows:
- (1) To review the overall progress of and schedule of the Work, particularly in relation to the Critical Path Schedule.
 - (2) To make and agree upon any necessary revisions or modifications to the Technical Specifications.
 - (3) To address the content and language of passenger decals and safety information materials.
 - (4) To review any Change Notices and review and finalize Change Orders.

- (5) To review the tests and inspections planned by the Contractor to assure compliance and compatibility with the Technical Specifications and to conduct an inspection of the First Article Vehicle.
- (6) To address Federal Motor Vehicle Safety Standards (FMVSS), Buy America requirements, Americans with Disabilities Act requirements, and other regulatory compliance requirements.
- (7) To review and address any issues regarding the Product Data.
- (8) To discuss and resolve any other issues relating to the progress of the work and the successful implementation of the Project.

(d) Minutes and Follow-up -- The Contractor shall prepare minutes at the conclusion of each meeting, reflecting an accurate record of the discussions held and agreements reached at that meeting, and identifying the actions to be taken and the key agenda items for any subsequent meetings. The minutes shall be reviewed by the RTC and co-signed by the Parties. The Parties shall make reasonable best efforts to resolve all of the actions and issues identified at a meeting within six (6) weeks after the meeting. Based on the needs of the Project, the parties may agree to hold a second Pre-Production meeting or to conduct additional Vehicle inspections.

(e) Contractor Responsibility -- Review of the Contractor's Product Data by the RTC under this Section (including agreement to specific drawings) shall not relieve the Contractor of any responsibility, including but not limited to, responsibility for accuracy of dimensions and details. The Contractor shall remain responsible for agreement and conformity of its Product Data with the Contract Documents, and for conformity of the completed Vehicles, and all components thereof, and with the Technical Specifications and other Contract Documents.

SEC. 208 QUALITY ASSURANCE REQUIREMENTS

(a) Required Certification -- The Contractor has provided the RTC its current ISO 9001 Certification for the design, development, manufacturing, and servicing of transit buses and the supply of bus parts.

(b) Quality Assurance Organization --

(1) Required Organization -- The Contractor shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to the Contractor's top management. The Contractor shall designate an individual to serve as Quality Manager. The Quality

Manager shall be responsible for all quality assurance issues, quality control, documentation, and reporting.

(2) Quality Control -- The Contractor's quality assurance organization shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of Vehicles, and other Materials to be supplied under this Agreement.

(3) Authority and Responsibility -- The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance and rejection of materials and manufactured articles in the production of Vehicles, and other Materials to be supplied under this Agreement.

(c) Functions of Quality Assurance Organization -- The Contractor's quality assurance organization shall include the following minimum functions:

(1) The quality assurance organization shall verify inspection operation instructions to ascertain that the Vehicles, and other Materials meet all prescribed requirements.

(2) The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the RTC's Inspectors, and shall remain available for a minimum of one (1) year after inspections and tests are completed.

(3) The quality assurance organization shall detect and promptly assure correction of any conditions that may result in the production of defective Vehicles. These conditions may occur in design, purchases, manufacture, tests, or operations that culminate in defective materials, supplies, services, facilities, technical data, or standards.

(4) The quality organization shall provide a system for commissioning of each material element of the completed Vehicle.

(d) Standards and Facilities -- The following standards and facilities shall be included in the Contractor's quality assurance process:

(1) The Contractor shall maintain Drawings, Product Data, assembly procedures, and other documentation that completely describe a qualified Vehicle that meets all of the requirements of this Agreement. The quality assurance organization shall verify that all Vehicles are manufactured in accordance with the controlled Drawings, Product Data, procedures, and documentation.

(2) The Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the Vehicles conform to all requirements of the Technical Specifications set forth in Appendix A. These devices shall be calibrated at established periods against certified measurement standards that have known, valid relationships to national standards.

(3) When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.

(4) The Contractor's gauges and other measuring and testing devices shall be made available for use by the RTC's Inspectors to verify that the Vehicles conform to all requirements of the Technical Specifications. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

(e) Purchasing Quality Control --

(1) General Requirement -- The Contractor shall maintain quality control over the purchase of all Materials and components to be incorporated into or otherwise needed for the Vehicles

(2) Subcontractors -- The Contractor shall require that each Subcontractor maintain a quality control program for the services and supplies that it provides. The Contractor's quality assurance organization shall inspect and test Materials provided by Subcontractors for conformance to the requirements of the Technical Specifications and shall establish controls to prevent inadvertent use of nonconforming materials. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes.

(3) Inclusion of Technical Specifications -- The Contractor shall verify that all applicable requirements of the Technical Specifications are properly included or referenced in purchase orders of components or other Materials to be used on the Vehicles.

(f) Manufacturing Quality Control --

(1) General Requirement -- The Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based

on the documented work instructions, adequate production equipment, and special working environments if necessary.

(2) Inspection and Testing -- The Contractor's quality assurance organization shall establish and implement a system for commissioning of completed Vehicles. Such system shall measure the overall quality of each completed Vehicle.

(3) Non-Conforming Materials -- The Contractor's quality assurance organization shall monitor the system for controlling nonconforming Materials. Such system shall include procedures for identification, segregation, and disposition of such Materials.

(4) Statistical Analysis -- The Contractor's quality assurance organization may use statistical analysis, tests, and other quality control procedures when appropriate in the quality assurance process.

(g) Quality Assurance Audits -- The Contractor's quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the RTC.

SEC. 209 INSPECTIONS AND TESTING

(a) Contractor Inspections and Tests --

(1) General Requirement -- The Contractor shall perform or have performed the inspections and tests (except those performed solely by the RTC) required to substantiate that the Work provided under the Agreement conforms to the Technical Specifications and other Contract Documents. The required Testing Procedures and Protocols are set forth in Appendix C hereto. All inspections and testing shall be carried out in accordance with the quality assurance program described in Section 208 of this Agreement.

(2) Timing -- The Contractor shall conduct inspections at appropriate points in the production and manufacturing process, as specified in the Critical Path Schedule, to ensure compliance with test specifications, process specifications, and quality standards.

(3) Samples -- All Samples for analyses and tests shall be taken in such manner as to be truly representative of the entire lot under test and shall not be worked on in any way to alter the quality before testing. All testing shall provide a measure of the overall quality of the completed product and shall be performed so that it simulates end

product use and function. When modification, repairs, or replacements are required, the Contractor shall conduct a reinspection or retest of the characteristics affected.

(4) Records -- The Contractor shall maintain inspections system records covering the Work under this Agreement and shall make such records available to the RTC and the RTC's Inspector during the performance of this Agreement and for the duration of the warranty periods or for such longer period as may be specified elsewhere in this Agreement.

(5) Body Subcontractor -- The Contractor shall have its personnel periodically present at the plant of the body Subcontractor during the production of the Vehicle bodies. The Contractor shall conduct inspections and testing of the body production and maintain inspection records consistent with this Section, and otherwise shall fully comply with the quality assurance requirements of this Agreement.

(b) RTC Inspections and Testing--

(1) General Requirement -- All Work of the Contractor under this Agreement shall be subject to review, inspection, and testing by the RTC or its Inspectors. RTC inspections and tests may be conducted at all times and places during the term of this Agreement, provided that such inspections and tests shall be made in a manner that does not unduly delay the Work. The RTC's right to review extends to all Product Data relating to the Vehicles.

(2) Inspectors in Plant -- The RTC may station its Inspectors at the Contractor's and any Subcontractors' (including the body Subcontractor) plant and facilities during the manufacturing and production process, at the RTC's own expense. The RTC's Inspectors shall have the right to view and participate in all inspections and testing conducted by the Contractor. The Contractor shall provide adequate working space (including a desk, a telephone, and internet access) at its plant and facilities for the RTC's resident Inspector.

(3) Full Cooperation Required -- The Contractor shall fully cooperate with the Inspector in the performance of his or her duties, and permit full access to the Contractor's facilities and production lines. The Contractor shall ensure that the RTC's Inspector has full access to its Subcontractors' facilities and production lines and that the Subcontractors fully cooperate with the RTC's Inspector in the performance of his or her duties. The RTC has the unilateral right and discretion to select its Inspector and the Contractor shall not refuse access to the RTC's Inspector or otherwise impede the Inspector in the performance of his or her responsibilities; provided that (A) the Inspector

shall be subject to such reasonable health, safety, and confidentiality rules as the Contractor may establish; and (B) the Inspector shall not unreasonably interfere in the Contractor's manufacturing process. The Contractor shall provide five (5) business days advance notification to the RTC and to the RTC's Inspector of any changes to the production schedule, and shall not engage in any production activities without the RTC's Inspector being present if such notice has not been provided.

(4) Right to Enter -- The RTC and its Inspector shall have the right to enter the premises used by the Contractor or any Subcontractor (including any plant or place where Materials, Work, or any part thereof, are made, performed or stored) for purposes of tests, inspecting the Vehicles, and auditing data and records relating to the Contractor's performance under this Agreement.

(5) Inspector Reports -- The RTC's Inspectors will immediately report to the RTC if the Work performed by the Contractor or a Subcontractor fails to conform to the requirements of the Technical Specifications or other Contract Documents, stating the reasons for this failure and identifying the Technical Specifications or other Contract Documents that are not being complied with.

(6) RTC Testing -- In addition to testing by the Contractor under subsection (a), the RTC reserves the right to conduct its own testing during the production and manufacturing process if it determines that such testing is necessary to assure the production and delivery of safe and reliable Vehicles.

(7) Impact of Extensions of Time -- If the RTC grants an extension of time at the request of the Contractor pursuant to Section 211 or 212 of this Agreement, the Contractor shall be liable for and shall pay the cost of the Inspector during the period of such time extension. In addition, if the Contractor impedes the work of the RTC's Inspector resulting in a delay in the schedule, the Contractor shall be liable for and shall pay the cost of the RTC's Inspector during the delay period, as well as any extended time that the Inspector needs to be on-site due to the Contractor-caused delay. The Contractor shall not be eligible for any extension in Contract Time by reason of such a delay.

(c) Continuing Contractor Obligations -- The inspection or testing by the RTC of any Work does not relieve the Contractor from any responsibility regarding defects or other failures to meet the requirements of this Agreement or regarding the proper functioning of the Vehicles, or other Materials which may be discovered after acceptance.

(d) Inspections of Defective Work or Materials -- If the RTC has reasonable evidence that defective work has been permitted by the Contractor or the Subcontractors or that defective Materials have been used, and desires to make an examination of Work partly or fully completed, the Contractor or Subcontractor shall, at no additional expense to the RTC, furnish the appliances and labor for making such investigation and inspection as may be required by the RTC.

(e) Corrections to Defective Work or Materials –

(1) Rejection or Re-performance -- If any Work or Materials inspected under subsection (d) are found to not be in conformity with the requirements of this Agreement, the RTC (or its Inspectors) shall have the right either to reject that Work or require the Contractor to perform the Work again in conformity with such requirements at no increase in the total Contract Price. Work which has been rejected or required to be corrected shall be removed or, if permitted or required by the RTC, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed to the RTC.

(2) Reductions in Price -- When the Work to be performed is of such a nature that the defect cannot be corrected by reperforming the Work, the RTC shall have the right to (A) require the Contractor to immediately take all necessary steps to ensure future performance of the Work in conformity with the requirements of this Agreement; and (B) reduce the Contract Price to reflect fairly the reduced value of the Work performed.

(3) RTC Corrections -- In the event the Contractor fails promptly to perform the Work again or take necessary steps to ensure future performance of the Work in conformity with the requirements of this Agreement, the RTC shall have the right to (A) have the Work performed in conformity with the requirements of this Agreement and charge to the Contractor any costs to the RTC related to the performance of such Work; or (B) terminate this Agreement for default under Section 234.

(f) RTC Responsibility for Cost -- If an inspection under subsection (d) by the RTC discloses no defect in the Work or Materials reviewed, the expense of such investigation, including any additional cost incurred by the Contractor as a result thereof, shall be borne by the RTC, and if such inspection impacted the Critical Path Schedule, the delivery schedule for the Vehicles shall be adjusted accordingly.

(g) Audits and Due Diligence Reviews -- The RTC will conduct pre-award and post-delivery audits of the Contractor and the Vehicles consistent with the standards and processes set forth in the Federal Transit Administration (FTA) Regulations on Pre-Award and Post-Delivery Audits of Rolling Stock Purchases, set forth in 49 C.F.R. Part 663. The Contractor shall cooperate with the RTC in these audits and provide requested documentation.

(h) First Article Vehicle -- The Contractor shall provide the RTC a First Article Vehicle manufactured in accordance with the Technical Specifications and manufactured, tested, and delivered in accordance with the Critical Path Schedule. The First Article Vehicle shall be made available for inspection, acceptance testing and demonstration services at the RTC for a period of not less than thirty (30) Days from the date of delivery.

SEC. 210 SUSPENSION OF WORK AND DELAY BY THE RTC

(a) Stop Work Orders --

(1) Right to Issue -- If the RTC (or its Inspector) determines that a problem in the production or manufacturing process may impact the safe construction, operation, or delivery of the Vehicles being produced or may affect the performance of any major system or component, as defined in the Technical Specifications, the parties shall meet within seventy-two (72) hours in order to discuss and agree upon the solution to the problem and the issuance, if necessary, of a Change Order. If the parties are unable to agree, then RTC may, by written order to the Contractor, require the Contractor to stop the part of the Work related to the problem discussed.

(2) Elements -- Any order issued under this subsection shall be specifically identified as a "stop work order." At a minimum, any such stop work order shall be authorized in writing by the RTC Executive Director and shall include the following in writing:

- (A) A clear description of the Work to be suspended.
- (B) Instructions as to the issuance of further orders by the Contractor for materials or services.
- (C) Guidance as to action to be taken on subcontracts.
- (D) Other suggestions to the Contractor for minimizing costs.
- (E) The time period (not to exceed fifty (50) Days) during which the order will remain in effect.

(b) Actions in Response -- Upon receipt of a stop work order, the Contractor shall promptly comply with the terms of such order and shall take all reasonable steps to minimize the

incurring of costs allocable to the Work covered by the order, during the period of work stoppage. Within the time period specified in the stop work order, or within any extension of that period to which the parties agree, the RTC shall either --

- (1) cancel the stop work order; or
- (2) terminate the Work covered by such order as provided in Section 230 on termination for convenience or Section 232 on termination for default.

(c) Impact on Price and Schedule --

(1) Equitable Adjustment -- If a stop work order issued under this subsection is cancelled or the period of the order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in Contract Time or Contract Price, or both, and this Agreement shall be modified in writing accordingly, if --

- (A) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement; and
- (B) the Contractor asserts a claim for such adjustment within twenty (20) Days after the end of the period of work stoppage.

(2) Impact on Production Schedule -- In making an equitable adjustment in price or schedule under this subsection, the RTC will consider the costs incurred by the Contractor as a consequence of the delay resulting from the stop work order, and will also take into account the impact of the delay on the production schedule for the RTC's order as well as on the production planning at the Contractor's facility and the Contractor's obligations to its other customers.

(3) Termination Settlement -- If a stop work order is not cancelled and the Work covered by such order is terminated for the convenience of the RTC, the reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.

(4) Allowable Costs -- If a stop work order is not cancelled and the Work covered by such order is terminated for default, the reasonable costs resulting from the stop work order shall be allowable by equitable adjustment or otherwise.

(d) RTC Caused Delays --

(1) Adjustments to Cost or Time -- If the performance of all or any part of the Work is, suspended, delayed, or interrupted for an unreasonable period of time, by an act of the RTC or by the failure of the RTC to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Agreement (excluding profit)

and/or for any delay in the time for completion of the Work necessarily caused by such unreasonable suspension, delay, or interruption, and this Agreement shall be modified in writing accordingly. In making an adjustment in price or delivery schedule, the RTC will consider the costs and impacts described in subsection (c)(2) of this Section.

(2) No Adjustments -- No adjustment shall be made under this subsection for any suspension, delay, or interruption (A) to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or the Contractor's failure to comply with the provisions of this Agreement; or (B) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

(3) No Claims -- No claim under this subsection shall be allowed unless the Contractor asserts the claim in writing, including the amount thereof, within twenty (20) Days after the termination of such suspension, delay, or interruption.

SEC. 211 CHANGE ORDER PROCESS

(a) Writing Required -- Changes to the requirements of this Agreement, the Technical Specifications or the other Contract Documents may only be made by a written Change Order issued by the RTC or by a Contract Amendment. Oral Change Orders or oral contract amendments or modifications are not and will not be permitted. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any change in the Technical Specifications not properly ordered by written Change Order signed by the RTC. The form to be used for Change Orders is included as Appendix D to this Agreement.

(b) RTC Proposed/Directed Change Orders --

(1) Change Notice -- The RTC may, at any time, issue a written Change Notice to the Contractor proposing modifications in the Work that are within the general scope of this Agreement. Any such Change Notice shall be in sufficient detail to clearly show the Contractor the Work to be done and provide a basis for assessing any impact on contract cost or schedule.

(2) Response by Contractor to Change Notice -- The Contractor shall, within ten (10) Days after receipt of a Change Notice, notify the RTC in writing of any potential impact on contract cost or delivery schedule, and provide the RTC with its assessment of the feasibility of making the change proposed. If the Contractor notifies the RTC that the change is not feasible, the parties shall meet as soon as possible to review the proposed change. Following those discussions, the RTC will either issue a Change

Order directing that the change proceed as stated in the original notice, issue a modified Change Notice, or withdraw the original notice.

(3) Agreement on Change -- If the RTC agrees that the Change Notice will cause an increase or decrease in the Contractor's cost or the time required to perform the Work, an equitable adjustment shall be made in the Contract Price or Contract Time (or both), and such adjustment shall be reflected in a Change Order or written modification to this Agreement. The RTC shall thereafter issue a written Change Order implementing the change in the Work, which will be executed by both parties. A bilateral Change Order under this paragraph or subsection (c)(3) hereof will include all time and amounts to which the Contractor is entitled as a result of the change. There will be no reservation of rights by either Party on a bilateral Change Order.

(4) Absence of Agreement -- If the RTC and the Contractor are unable to agree on an equitable adjustment in price or schedule in connection with a Change Notice, the RTC may nonetheless issue a unilateral written Change Order implementing the changes in the Work, and in that event the Contractor shall proceed with the Work under this Agreement, as changed. The Contractor may submit the dispute over the cost or schedule impact of the change to dispute resolution under Section 228, and the Contractor's proceeding with the Work shall not prejudice its position in the dispute resolution process.

(5) Cost or Price Analysis -- The RTC reserves the right to conduct a cost or price analysis on any Change Order, including a change requested by the Contractor under subsection (c) of this Section.

(c) Contractor Proposed Changes --

(1) General -- The Contractor may also propose changes to the Work for the consideration and review of the RTC. No such change shall be made unless the RTC gives prior written approval of the requested change by issuance of a Change Order. Oral Change Orders are not recognized or permitted. The Contractor shall use the Change Order form included as Appendix D to this Agreement to make its request for a change.

(2) Basis for Request for Change -- Contractor-proposed changes under this subsection may include a request for a Change Order on the basis of an extraordinary and unanticipated increase in the cost of Materials or components used to manufacture or produce the Vehicles that arises after the date of this Agreement and that directly results in additional cost or time to perform the Work. The RTC is not obligated to agree to such

a request for a Change Order, but agrees to review, discuss, and consider any such request in good faith.

(3) Price and Schedule Proposal -- Within ten (10) Days after the Contractor submits a written request for a Change Order to the RTC, the Contractor shall submit to the RTC a detailed price and schedule proposal for the change or Work to be performed, provide an assessment of the feasibility of making the change proposed, and identify any Technical Specification to be modified by the change. The RTC shall consider the proposed Change Order and, after consultation with the Contractor, may accept, reject, or modify the Change Order requested. An accepted or modified Change Order under this subsection shall be in writing and executed by both parties.

(4) Contractor Obligation to Proceed -- If the RTC and the Contractor are unable to agree on the price or schedule impact of a Contractor proposed change under this subsection, the dispute may be submitted by either party for resolution in accordance with Section 228 of this Agreement. In the event of such a dispute, the RTC retains the discretion to order the change to be implemented by the Contractor or to direct the Contractor not to proceed with the change. The Contractor has a continuing obligation to proceed with the Work under this Agreement as directed by the RTC, notwithstanding the pendency of any such dispute; provided that the Contractor's proceeding with the Work shall not prejudice its position in the dispute resolution process.

(d) Scope and Specification Changes – Any changes to the Technical Specifications for the Vehicles shall be made by written Change Order.

(e) Minor Changes -- In addition to written Change Orders, the RTC shall have the authority to direct minor changes in the Work not involving extra cost or changes in schedule when such changes are in the RTC's opinion necessary or expedient to the satisfactory performance and completion of the Work. The Contractor may also propose such minor changes to the RTC for its review and approval.

SEC. 212 EXTENSION OF TIME

(a) Granting of Extensions -- The Contractor will be granted an extension in Contract Time for a delay in completion of the Work, or any specified portion thereof, that arises directly from a Force Majeure event; provided that: (1) the causes were not foreseeable, did not result from the fault or negligence of the Contractor, or any person for whom the Contractor is legally or contractually responsible, and could not have been avoided by the exercise of due diligence and care by the Contractor; (2) the Contractor has taken reasonable precautions to prevent

further delays owing to such causes; and (3) the Contractor notifies the RTC in writing of the cause or causes of delay within five (5) Days from the beginning of any such delay. Force Majeure events may result in an extension in the delivery schedule but are not a basis for an increase in the Contract Price.

(b) Information Regarding Cause of Delay -- Within ten (10) Days after the end of the delay, the Contractor shall furnish the RTC with detailed information concerning the causes and circumstances of the delay, the number of Days actually delayed, and the Contractor's request for an extension in the time for the completion of the Work or any portion thereof. The Contractor shall also provide the RTC satisfactory evidence that non-performance is not due to any fault or negligence on the part of the Contractor or any person for whom it is legally or contractually responsible. Failure to submit this information within such ten (10) Day period will be sufficient cause for denying the claim for an extension of time.

(c) RTC Response --

(1) Timing -- Within ten (10) Days after receipt of all information required under subsection (b), the RTC shall notify the Contractor whether it agrees that the event causing the delay was a Force Majeure event meeting the conditions of subsection (a).

(2) Agreement -- If the RTC concurs that the event was a Force Majeure event and that the Contractor has met the conditions of subsection (a), it shall also notify the Contractor whether it agrees with the amount of the extension in the Contract Time requested by the Contractor for the completion of the Work or any portion thereof. If the RTC does not agree to the amount of time requested, it shall establish the approved amount of the extension in Contract Time, which decision shall be final subject to dispute resolution under Section 228 of this Agreement.

(3) No Agreement -- If the RTC does not agree that the event was a Force Majeure event or determines that the Contractor has not met the conditions of subsection (a), it will deny the extension, which decision shall be final subject to dispute resolution under Section 228 of this Agreement.

(d) Change Orders -- The RTC will issue a Change Order to the Contractor within a reasonable period of time after the granting of an extension of Contract Time under this Section, specifying the number of Days allowed and the new date for completion of the Work or specified portions of the Work. Any extension of time must be in writing to be effective.

(e) Relation to Other Provisions --

(1) No Waiver -- The granting of an extension of Contract Time for delay shall not be deemed to be a waiver by the RTC of the RTC's right to impose and deduct

liquidated damages for other delays (but not a delay caused by a Force Majeure event), or of any other rights to which the RTC is entitled under this Agreement.

(2) No Increase in Price -- An extension of Contract Time granted pursuant to this Section shall not be the basis for an increase in the Contract Price or claim for other additional compensation or damages, and no damages or costs of any kind or nature will be paid for any such extension of time. A time extension must be approved by the RTC prior to any interim or final completion dates being extended.

(f) Other Extensions of Time -- In addition to granting an extension in Contract Time for a Force Majeure event, the RTC may grant an extension in Contract Time in a Change Order agreed upon or issued by the RTC under Section 211.

SEC. 213 CONDITION OF SHIPMENT

(a) Post Production Testing -- The Contractor shall assure that each Vehicle successfully completes the post-production performance and conformance testing required under Appendix C prior to shipment.

(b) Required Condition --

(1) Standards for Shipment -- Unless specifically excepted at the sole discretion of the RTC, each Vehicle shipped from the Contractor's plant to the RTC shall be complete (other than any components to be incorporated at the Project Site), Ready-to-Use, and in compliance with all provisions of the Technical Specifications and the other Contract Documents.

(2) Packing and Shipping -- The Contractor shall be responsible for packaging all shipments in accordance with the best commercial standards and practices to insure the integrity, safety and security of the Vehicles, and Materials during transportation and handling.

(c) Shipping Release -- Prior to the shipment of each Vehicle, the Contractor shall secure a "Shipping Release" signed by the RTC's Inspector or other authorized representative at the Contractor's plant. The Shipping Release shall certify that the Vehicle is complete (other than components to be incorporated at the Project Site), Ready-to-Use, and complies with the Technical Specifications, the Contractor's approved Drawings and Samples, and other agreed upon conditions for shipment. The Shipping Release shall not, however, be construed or inferred to constitute any acceptance of such Vehicle by the RTC. Execution of the Shipping Release by the RTC will not be unreasonably withheld.

(d) Transportation Costs -- The Contractor acknowledges and agrees that all costs associated with the shipment and transport of the Vehicles, including delivery and unloading costs; insurance costs; import duties, fees, and taxes; sales taxes; port fees; license fees; and all other associated costs, are included in the Contract Price, and that the Contractor is not entitled to and will not seek any additional compensation in connection with any such costs.

SEC. 214 ARRIVAL AND REQUIRED CONDITIONS FOR VEHICLE DELIVERY

(a) Arrival Notice -- The Contractor shall give the RTC Project Director three (3) Days' notice prior to the arrival of Vehicles. Upon arrival at the Project Site, each completed Vehicle shall be examined jointly by representatives of the RTC and the Contractor. The RTC will then issue an "Arrival Notice" to the Contractor, for each Vehicle, which will acknowledge arrival of the Vehicle and furnish appropriate notation as to its apparent condition. The Arrival Notice will describe any missing parts or any damage that may have occurred during shipment and will also note or reference any components to be added at the Project Site. The Arrival Notice will be signed by both the RTC's representative and the Contractor's representative to attest to the stated condition of the Vehicle.

(b) Delivery Requirements -- To be considered "delivered", each Vehicle, subsequent to arrival and issuance of an Arrival Notice, must (after incorporation of any remaining components) be Ready-to-Use and fully in compliance with the Contract Documents, including having successfully completed performance and conformance tests at the Contractor's facilities in accordance with the Testing Procedures and Protocols set forth in Appendix C. If the RTC agrees to allow Vehicles to be shipped to the Project Site or other property while such testing work remains to be done, the Vehicles shall not, unless otherwise agreed upon by the RTC, be considered to be "delivered" until the Contractor has satisfactorily completed all such testing work.

(c) Failure to Meet Conditions -- If Vehicles arrive at the Project Site but do not meet the standards required to be considered "delivered" under subsection (b), the RTC may assess liquidated damages under Section 227. In addition, the RTC may require such Vehicles to be removed from the Project Site or may, in its discretion, require the Contractor to pay daily storage costs for use of the Project Site.

(d) Motor Vehicle Title and Fees -- The Contractor shall present, with each Vehicle delivered to the RTC, a copy of Contractor's title documents, an invoice, certificate of origin, a VIN inspection certificate, and all other documents necessary for the transfer of title to the RTC. The Contractor warrants that the title to each Vehicle delivered to the RTC will be free, clear,

unencumbered and fully marketable, and that Contractor will have the right to convey such title to the RTC. All documents or parts of documents which must be executed in order to transfer ownership and secure a Nevada Title for each Vehicle shall be fully and properly executed and submitted to the State of Nevada, Department of Motor Vehicles. All costs for title fees shall be borne by the Contractor. Title to each Vehicle shall be conveyed to the RTC, at the address set forth in Section 238, within sixty (60) Days after issuance of a Certificate of Acceptance under Section 215.

(e) Fire Suppression System and Extinguisher Certificates - The Contractor shall provide Nevada Fire Suppression System and Extinguisher certificates for each Vehicle at the time of delivery.

(f) Registration – The RTC shall be responsible for obtaining the registration for each Vehicle.

SEC. 215 ACCEPTANCE OF VEHICLES

(a) Inspection and Testing --

(1) Timing and Standards -- Except as provided in paragraph (2), within fifteen (15) Days after delivery to the RTC, each Vehicle shall (A) be given an inspection to determine if such Vehicle has been completed in full compliance with the Technical Specifications and other Contract Documents; and (B) be subjected to pre-revenue service Acceptance testing (as described in Appendix C) to determine if the Vehicle is in acceptable operating condition. The RTC and the Contractor will provide personnel for participation in proof of design and Acceptance testing at the Project Site or other RTC facilities. The Contractor shall ensure that a Trapeze technician is on site to commission all the Vehicles during Acceptance testing. All Contractor personnel shall be qualified and properly licensed to operate the Vehicle.

(2) First Article Vehicle -- The RTC will be provided thirty (30) Days after delivery to conduct the inspection and Acceptance testing of the First Article Vehicle. The Acceptance inspection and testing of other Vehicles under paragraph (1) above is not required to be completed prior to the end of this thirty (30) Day period for the First Article Vehicle.

(b) Acceptance or Rejection by RTC -- Within five (5) working days after the completion of pre-revenue service Acceptance testing of a Vehicle under subsection (a), the RTC will notify the Contractor, in writing, whether such Vehicle has or has not been accepted. If a Vehicle is not accepted, the RTC will include in its notice a written explanation of the reasons

for the rejection, identifying the particular component, system, or operating characteristic or feature found unacceptable. The RTC will not accept a Vehicle until the RTC is able to confirm that the Trapeze ITS system functions properly.

(c) Resubmittal --

(1) Correction of Defects -- Within seven (7) Days, or a mutually agreed upon schedule, after receipt of a notice under subsection (b), the Contractor shall correct any defects identified, and shall resubmit the Vehicle to the RTC for Acceptance; provided that if the defect cannot be corrected within seven (7) Days, the Contractor shall explain in writing the reasons additional time is needed and commit to a date for resubmittal. At its option, the RTC may require the Contractor to remove the Vehicle from the Project Site or other RTC premises, or may charge the Contractor a daily storage fee for use of the Project Site, while repairs are being made or defects corrected until the Vehicle is accepted. While a Vehicle is under repair or correction and until Acceptance, the Contractor shall retain all risk of loss.

(2) Work Orders -- All work performed by the Contractor to correct identified defects under this Section shall be documented with work orders. Each work order shall provide the following information needed for the repair: explanation of the repairs performed; procedure used to effect the repair; list of parts needed for the repair; and list of Vehicles subject to the repair work. The list of Vehicles shall include the fleet vehicle number, the VIN, license plate, serial number, the date when the work was performed, and the mileage, as applicable. Such work orders shall be provided to the RTC upon the completion of the repair work and resubmittal of a Vehicle for Acceptance.

(3) RTC Review -- The RTC shall, within ten (10) Days from the date of resubmittal of a Vehicle, complete additional inspection and/or testing, and either accept, reject, or conditionally accept the resubmitted Vehicle. If a Vehicle is not accepted, the RTC will notify the Contractor and include a written explanation of the reasons for rejection, identifying the particular component, system, or operating characteristic of feature found unacceptable. The Contractor shall correct any continuing defects identified by the RTC within five (5) Days of notice by the RTC.

(d) Certificate of Acceptance -- Upon Acceptance of a Vehicle, the RTC shall execute a written "Certificate of Acceptance" (the RTC's Acceptance Test Procedure (ATP) form) accepting the Vehicle as in conformance with the Technical Specifications and other Contract Documents, releasing the Vehicle for service. The date of Acceptance shall be the date of issuance of the Certificate of Acceptance by the RTC.

(e) Security of Vehicles -- The RTC shall make all reasonable efforts to assure the integrity, safety, and security of the Vehicles at the Project Site or other RTC facilities during the Acceptance testing process.

(f) Relation to Milestones and Critical Path Schedule --The time periods provided in this Section for inspections, testing, and other actions in the Vehicle Acceptance process shall prevail over any differing periods set forth in the Milestone Schedule or the Critical Path Schedule.

SEC. 216 RESERVED

SEC. 217 RISK OF LOSS

(a) Responsibility of Contractor -- Risk of loss or damage to any Vehicle or to any part or portion thereof (including responsibility for insurance coverage), is assumed and shall be borne by the Contractor at its own expense until a Certificate of Acceptance has been issued for such Vehicle in accordance with Section 215(d) of this Agreement. The Contractor acknowledges that it shall bear all risk of loss or damage for each Vehicle, and any part or portion thereof, during the acceptance testing process. The Contractor shall assure that the Vehicles remain fully insured (including coverage of RTC personnel involved in acceptance testing) until Acceptance. The Contractor shall continue to perform the Work and carry out this Agreement, in accordance with its terms and the other Contract Documents, without additional cost to the RTC by reason of any such loss or damage.

(b) Transfer to RTC -- Risk of loss of each Vehicle shall pass to the RTC upon the RTC's issuance of a Certificate of Acceptance for such Vehicle in accordance with Section 215(d) of this Agreement.

SEC. 218 WARRANTIES

(a) General Warranty -- To ensure the maximum safety, protection and satisfaction to the RTC, and to its passengers, the Contractor warrants and guarantees that each Vehicle, subsystem, component, and replacement part is fully operational and free from defects and related defects in design, materials, workmanship and construction, and is designed in conformance with the Technical Specifications and other Contract Documents to provide the services and functions intended. As used in this Section, a "related defect" is a defect that arises directly or indirectly as a result of a separate defect in the Vehicle as the case may be.

(b) Start of Warranty Period -- The warranties of this Section shall start to run, with each Vehicle, subsystem, and component, on the date of issuance of a Certificate of Acceptance by the RTC for that Vehicle under Section 215 of this Agreement.

(c) Warranty for Complete Vehicle -- The Contractor warrants and guarantees the entire Vehicle, bumper-to-bumper, to be free of any defects and related defects for one (1) year or 50,000 miles, whichever first occurs, from the date of issuance of a Certificate of Acceptance. During this warranty period, the Vehicle shall maintain its structural and functional integrity. This warranty is based on regular operation of the Vehicle under the operating conditions and physical environment that exists in the Washoe County, Nevada area. Unless a longer warranty is provided in this Section, this warranty includes integral and peripheral components, materials, parts, assemblies and subassemblies including but not limited to the body, chassis, engine, transmission, cooling, drive train, suspension, electrical and manual controls, steering, starter and alternator, safety equipment, heater, and air conditioning. This warranty includes all services by the Contractor that are necessary to correct any malfunction or defect in materials or workmanship that occurs during the warranty period, and to keep the Vehicles in good operating condition and preserve their operating efficiency in accordance with all OEM technical specifications and operating standards.

(d) Standard Warranty for Subsystems and Components --

(1) Basic One -Year Warranty -- The Contractor warrants and guarantees all major subsystems and components to be free of defects and related defects for one (1) year from the date of issuance of a Certificate of Acceptance, without any mileage limit, unless a longer period is provided by the supplier. The subsystems and components covered by this warranty include, but are not limited to, the following: brake system, electrical systems; heating, ventilation and air conditioning systems; all axles; differential; driveshaft; gearbox; steering box; passenger seats; complete destination sign system; suspension; assemblies; door systems; interior lighting; air compressor and dryer; wheelchair ramp system; engine starter; alternator; fire suppression system; methane detection systems; on board camera system; radio communication equipment; voice annunciation system; hydraulic system; cooling system; and paint and finish.

(2) Propulsion System Warranty -- The Contractor warrants and guarantees all propulsion system components, including the engine, transmission, and drive and non-drive axles, to be free from defects and related defects for one (1) year or 100,000 miles (whichever comes first) from the issuance of a Certificate of Acceptance.

(e) Structural Warranties -- In addition to the warranties described in the preceding subsections of this Section, the Contractor warrants and guarantees (1) the body, body structure, and structural elements of the suspension to be free from defects and related defects for three (3) years and (2) primary load-carrying members of the bus structure, including structural elements of suspension, against corrosion failure and/or fatigue failure sufficient to cause a Class I or Class II failure for a period of twelve (12) years or 500,000 miles, whichever comes first. For purposes of this Section, the "structure" of the body work means the body framework, including any side, roof and exterior panels; and the "structure" of the chassis means the chassis longitudinal, cross-members, structural elements of the suspension, outriggers and sole bars, and load bearing members and components.

(f) Bus Battery Warranty -- The Contractor warrants and guarantees the hybrid system battery in a Vehicle to be free of defects and related defects for five (5) years from the issuance of a Certificate of Acceptance for such Vehicle.

(g) Applicability of Warranty -- The warranties specified in this Section shall not apply to any defect to the extent it occurs by reason of the following:

(1) external causes such as road accidents, bumps, scratches, and similar events; that are the direct result of the operational use by the RTC, unless the accident or event is caused by the negligent or intentional acts or omissions of the Contractor or its agents;

(2) failure to inspect, service, and maintain (including preventative maintenance) the Vehicle in accordance with the Contractor's recommendations (including recommended daily checks and use of Contractor supplied spare parts);

(3) any abuse or misuse by the RTC (or its employees, agents, or the RTC's Service Contractor);

(4) alterations, repairs, or replacements carried out other than by the Contractor, its duly authorized service representative, or the Service Contractor;

(5) normal wear and tear of the Vehicle, including the gel-coating or finish, and components; or

(6) vandalism.

For purposes of these limitations on warranty applicability, the RTC shall require its Service Contractor to document that its maintenance activities are carried out in conformance with the Contractor's documentation and maintenance manuals and to maintain copies of all maintenance records and receipts for review by the Contractor.

(h) Exclusions From Warranty -- The following are excluded from warranty coverage:

(1) any accessories, equipment, or parts not manufactured, approved or supplied by the Contractor (except insofar as such equipment may be damaged by the failure of a part or component for which the Contractor is responsible);

(2) any unauthorized modification of the Vehicle, or of the parts manufactured by the Contractor; and

(3) scheduled maintenance items, consumables and normal "wear-out" items (such as tires, filters, belts, tubes, bulbs and wiper blades), or items with progressive wear characteristics (bushings, friction surfaces).

(i) Supplier Warranties -- In the event the Vehicles, or any other Materials or equipment supplied under this Agreement (or any components of any of the foregoing) are covered by warranties of the manufacturer or supplier other than the Contractor, and such warranties extend beyond the periods specified in this Section, then the RTC shall receive the benefit of such longer warranties. The Contractor shall furnish copies of such superior warranties to the RTC at the time of Vehicle delivery. If requested by the RTC, the Contractor shall assign any such superior warranty to the RTC; provided that notwithstanding any such assignment, the manufacturer and supplier warranties shall be managed and administered by the Contractor for the extended warranty period, and such assignment shall not relieve the Contractor of any of its obligations under this Agreement.

(j) Engineering Changes - Contractor sponsored modifications to the Vehicles and/or engineering changes shall be made with the prior written consent of the RTC at no additional charge for a period of one (1) year from the date of Acceptance. The RTC reserves the right at all times to schedule these Contractor sponsored modifications and/or changes to minimize the impact on the daily operations of the RTC.

(k) Disclaimers Not Effective -- No disclaimer of liability, limitations on time of warranty, limitations on scope of warranty, or limitations on damages inconsistent with the warranties contained herein shall be effective for any purpose. No warranty contained herein or otherwise given shall be construed to limit or waive any other right or remedy available to the RTC by law or to limit the time in which such other remedy may be sought.

(l) Warranties Non-Assignable -- The warranties provided in this Section shall not be assigned by the RTC to any third party or be enforced by any third party; provided that this limitation shall not be construed to affect the ability of the RTC's Service Contractor to administer the warranty provisions in this Section and Section 220.

(m) Reservation of Other Rights -- The warranties, rights and remedies specified in this Section are in addition to any remedies, warranties (express or implied), or guarantees imposed on the Contractor by statute, common law, or other provisions of law or contract.

(n) Damages -- The Contractor shall be liable for actual damages resulting from the breach of an express or implied warranty or other defect in the Work.

SEC. 219 WARRANTY REPAIRS AND DEFECTS

(a) Warranty Repairs by RTC --

(1) In General -- Warranty covered repairs shall be performed by trained personnel of the RTC's Service Contractor, in accordance with commercially reasonable industry standards, with reimbursement by the Contractor. Warranty-covered repairs for major components (such as the engine, transmission, HVAC and destination sign) shall be performed by an authorized dealer of the OEM or trained personnel of the RTC's Service Contractor. The RTC shall correct or repair the defect and any related defects using parts specified or approved by the Contractor that are specifically available for the repair.

(2) Parts Shipment -- The RTC may request the Contractor to supply new components or parts necessary for warranty covered repairs being undertaken by the RTC or its authorized representative. These parts shall be shipped prepaid by the Contractor to the RTC within one (1) Day or according to a mutually agreed schedule of the request of such parts. Parts supplied by the Contractor shall be OEM equivalent or superior to those used in the OEM. In case of expedited rush orders for parts placed by the RTC for a "bus down," the Contractor shall prepay the costs for expedited (air express) delivery or, where this is not practicable, shall provide for some other expedited form of delivery. The Contractor may request that parts covered by warranty be returned to the manufacturing plant, at its cost. Parts shall be returned in accordance with the Contractor's instructions.

(3) Failure Analysis -- At the request of the RTC, the Contractor shall provide a failure analysis of parts for components removed from Vehicles under the terms of the warranty. Such reports shall be delivered within sixty (60) Days, or according to a mutually agreed schedule, of the receipt of failed parts or components.

(b) Reimbursement for RTC Repairs --

(1) Timing of Reimbursement -- The Contractor shall reimburse the RTC for any repairs performed by the RTC's Service Contractor within thirty (30) Days of receipt of the claim or return of the returned part for review by the Contractor, as applicable. The

RTC shall submit to the Contractor a warranty claim for any repairs undertaken by the RTC for reimbursement for the cost of repairs and/or the replacement of parts. The warranty claim shall be submitted electronically in accordance with the Contractor's Customer Warranty Portal User Manual. If the Contractor fails to reimburse the RTC within the thirty (30) Day period, the outstanding amount shall accrue interest at the Prime Rate as quoted in the interest rates and bonds section of The Wall Street Journal on the last date reimbursement was due.

(2) Inclusion in Reimbursable Costs -- The costs for warranty repairs to be reimbursed by the Contractor shall include labor costs as well as any necessary parts. Reimbursement for any RTC supplied parts shall be calculated from the original equipment manufacturer (OEM) parts price list in effect at the time of the repair.

(3) Labor Rates -- Labor costs incurred by the RTC and reimbursable by the Contractor for warranty repairs shall be determined by multiplying the number of manhours actually required to correct the defect by the then current hourly rate of the RTC's authorized representative. At the time of execution of this Agreement, the current rate is \$97.50 per hour.

(4) OEM Repairs - The RTC will refrain from performing any maintenance and/or repairs which could void OEM warranties and shall maintain the Vehicles in accordance with OEM and Contractor furnished specifications, manuals, and documents. If repairs are required to components or major subsystems and are undertaken by an OEM authorized warranty facility, the RTC shall include such cost on the warranty claim submitted to the Contractor.

(c) Safety Defects --

(1) Determination and Notification by RTC -- The determination of whether a defect constitutes a safety defect shall be made by the RTC, following consultation and agreement with the Contractor. If the RTC determines that a safety defect exists in any Vehicle purchased under this Agreement, the RTC will immediately notify the Contractor.

(2) Inspection and Repairs by Contractor -- Within two (2) Days after notification by the RTC of a safety defect, the Contractor shall inspect the entire Vehicle fleet to determine whether the safety defect exists in other Vehicles. Within two (2) Days after completion of inspection by the Contractor, the Contractor shall meet with the RTC and present an action plan to design, engineer and correct the safety defect. The action plan shall be subject to approval by the RTC.

(3) Scope of Repairs -- Whenever any change or repair is required to correct a defect that relates to safety in the Vehicle, structure, parts, subsystems, or components, the RTC shall make this repair for all Vehicles, structure, parts, subsystems, or components where such defect exists, at the Contractor's sole expense. The RTC shall file a warranty claim with the Contractor for all costs it incurs in making such repairs to the Vehicle fleet.

(4) Applicability -- The requirements of this subsection shall extend for four (4) years after Acceptance of the last Vehicle.

(d) Fleet Defects --

(1) Notice of Fleet Defects -- The RTC shall promptly notify the Contractor whenever it determines that a Fleet Defect has occurred. As defined in Section 101 of this Agreement, a Fleet Defect is a failure or defect in the same component, part, or system in four (4) or more Vehicles.

(2) Notice and Work Program -- Within two (2) Days after notice of a Fleet Defect, the Contractor shall submit to the RTC an action plan to design, engineer and correct the defect. The action plan shall be reasonably designed to prevent the occurrence of the same defect in other Vehicles and parts purchased under this Agreement, and shall include, as applicable, redesign and/or replacement of defectively designed or manufactured parts, and inspection of all Vehicles purchased under this Agreement. The action plan shall be subject to approval by the RTC. If the RTC determines the action plan as submitted is unacceptable, the Contractor shall promptly submit a revised action plan to address the RTC's concerns with the initial submittal.

(3) Scope of Repairs -- Whenever any change or repair is required to correct a Fleet Defect in the Vehicles, structure, parts, subsystems, or components, the RTC shall make this repair for all Vehicles, structure, parts, subsystems, or components where such defect exists, at the Contractor's sole expense. The RTC shall file a warranty claim with the Contractor for all costs it incurs in making such repairs to the Vehicle fleet.

(4) Applicability -- The requirements of this subsection shall extend for a four (4) year period after Acceptance of the last Vehicle.

(e) Warranty After Replacement or Repair -- If any component, system, subsystem, or part is repaired, rebuilt, or replaced by the RTC such component, system, subsystem, or part shall be warranted for the remainder of the full original warranty period. This warranty shall

commence on the date the repaired, rebuilt or replaced component, system, subsystem or part is installed on the Vehicle.

(f) Disputes -- Any disputes regarding the warranty provisions of this Section (including whether specific repairs are covered by warranty and the reimbursable cost of repairs) shall be subject to the dispute resolution procedures set forth in Section 228 of this Agreement; provided that the Contractor shall comply with its obligations for warranty repairs, in accordance with the direction of the RTC, notwithstanding the pendency of any dispute.

(g) Damages and Costs -- In the event of any action by the RTC to recover damages for breach of warranty, the Contractor agrees to pay the RTC for such damages and the costs associated with such action, including reasonable attorneys' fees. In the event the RTC determines it is necessary to rent or lease vehicles while warranty repairs are conducted, the costs of such rentals or leases shall be borne by the Contractor.

SEC. 220 INDEMNIFICATION

(a) Scope of Indemnity -- The Contractor agrees to protect, defend, and indemnify and hold the RTC, its officers, board members, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, title and professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising out of the performance or implementation of this Agreement by the Contractor or any Subcontractor, or any other person for whom the Contractor is legally or contractually responsible, whether or not it is alleged or determined that the action on which the claim is based was caused by the negligence of the Contractor or any Subcontractors, or any other person for whom the Contractor is legally or contractually responsible, or their agents or employees. The Contractor shall not assert any assumption of the risk or any other defense to the obligation to indemnify the RTC under this Section. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to bear all costs and expenses of investigating, defending, or otherwise handling all claims described in this subsection, without regard to the merits or final disposition of such claims. For purposes of

this subsection, the term "Subcontractor" does not include the RTC's fixed route Service Contractor.

(b) Handling of Claims -- The RTC agrees that it will notify the Contractor in writing within ten (10) Days of receipt or notice of any claim described in subsection (a); provided that failure of the RTC to so notify the Contractor shall not relieve the Contractor of any of its obligations under this Section. The Contractor shall have the right to assume the defense of all claims that might be threatened or instituted, and agrees that it will assume all responsibility for the investigation, handling, and defense of such claims unless the RTC notifies the Contractor that it elects to be represented by counsel of its own selection in connection with any such claim. The RTC shall provide such assistance (except financial) for the defense of any claim as is reasonably requested by the Contractor. The RTC shall not make any admission of liability with respect to a claim or seek to settle or compromise a claim without the prior written consent of the Contractor. The Contractor agrees to inform the RTC as to all correspondence and proceedings in respect of any claim as to which indemnity is sought and to consult with the RTC with respect to all matters relating to any claim.

(c) Patent Infringement -- The Contractor shall advise the RTC of any anticipated, known or pending patent infringement action or other proceeding and shall provide all information available relating to the action. The Contractor shall defend any suit or proceeding brought against the RTC based on a claim that any Vehicle, equipment, Materials, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent; and the Contractor shall pay all damages and costs awarded therein, including incidental and consequential damages, against the RTC. In case such Vehicle, equipment, or Materials, or any part thereof, is held in such suit to constitute infringement and its use is enjoined, the Contractor shall, at its own expense and at its option, either procure for the RTC the right to continue using such Vehicle, equipment, Materials or parts, or replace the same with non-infringing equipment, or modify it so it becomes non-infringing.

(d) Service Contractor -- The RTC acknowledges that the Service Contractor operating and maintaining the Vehicles has its own specific indemnification and insurance obligations to the RTC under its Operations and Maintenance Agreement. The Contractor's indemnification obligations under this Section do not extend to or cover any negligent or willful actions of such Service Contractor or otherwise create any agreement or obligation to indemnify, the Service Contractor.

(e) Disclaimer of Liability -- The RTC will not hold harmless or indemnify the Contractor for any liability whatsoever. This subsection does not preclude the Contractor from

pursuing resolution of a dispute with the RTC arising under this Agreement in accordance with Section 228.

SEC. 221 INSURANCE

(a) Obligations of the Contractor – Except as otherwise provided in this Section, the Contractor shall procure and maintain in effect until the completion of all Work and services under this Agreement the insurance coverages in the amounts prescribed in this Section. All insurance required hereunder shall be procured from insurance or indemnity companies authorized or approved to do business in the State of Nevada with an A-, Class VI or better rating level, unless otherwise approved in writing by the RTC. The Contractor shall furnish the RTC, within ten (10) Days after this Agreement is executed by the RTC and the Contractor, certificates of insurance evidencing that the required insurance has been obtained.

(b) Types of Insurance Required -- The Contractor shall procure and maintain at its own cost and expense the following types of insurance:

(1) Worker's Compensation and Employers' Liability -- A policy (or approved self-insurance plan) complying with all statutes applicable to work performed in the United States in connection with this Agreement, including those of Nevada, and any other State or Federal jurisdiction. Employers' liability coverage shall be at least \$1 million per occurrence. The Contractor waives all rights against the RTC and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers' liability or commercial umbrella liability insurance obtained by the Contractor pursuant to this Agreement. The Contractor shall obtain an endorsement equivalent to WC 00 03 13 or equivalent to affect this waiver.

(2) Commercial General Liability Insurance -- Commercial General Liability (CGL) coverage, and if necessary, commercial umbrella insurance, including products and completed operations coverage, covering the liability of the Contractor (and the RTC and its consultants) with a limit of not less than \$5 million for each occurrence for all Work, and operations under or in connection with this Agreement and all obligations assumed by the Contractor under this Agreement. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement. 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.)

The coverage under such policy shall provide at least the following limits:

(A) Bodily Injury or Property Damage Liability -- \$5 million combined limit per occurrence.

(B) Contractual Liability -- \$5 million combined limit per occurrence.

(C) Products/Completed Operations Liability -- \$5 million combined limit per occurrence/aggregate for a period of five (5) years after the acceptance of the last Vehicle under this Agreement.

(3) Automobile Liability Insurance -- An insurance policy covering the use of all owned, non-owned, hired, leased, or rented vehicles used in connection with this Agreement. The coverage under such policy shall provide at least \$5 million combined limit per occurrence in bodily injury and property damage liability.

(c) Endorsement -- The insurance coverages required under subsection (b) (other than worker's compensation and employer's liability) shall contain an endorsement naming the RTC and its officers, employees and agents as additional insureds, without exclusions. The RTC and its officers, employees and agents shall be included as an additional insured under the Commercial General Liability coverage, for both Contractor's premises and operations liability before delivery of the Vehicles, and products and completed operations liability after delivery of the Vehicles, 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 the RTC. There shall be no endorsement or modification of the Commercial General Liability to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro-rata, the policy shall be endorsed to be primary with respect to the additional insured. The endorsement shall contain a provision that the RTC shall be notified by the insurer(s), in writing, thirty (30) Days prior to any cancellation, non-renewal, or material change adversely affecting the interest of the RTC.

(d) Contractor's Failure to Procure -- The Contractor's failure to procure or maintain the insurance required by this Section during the entire term of the Agreement shall constitute a material breach of contract. In the event of such a breach, the RTC may exercise all available rights and remedies hereunder, including the right to immediately suspend or terminate this Agreement, or, at its discretion, to procure or renew such insurance to protect the RTC and pay the premiums in connection therewith, and withhold or recover from the Contractor all monies so paid.

(e) Deductibles -- The Contractor shall be solely responsible for all deductibles and self-assured retentions relating to all insurance required under this Section.

(f) Waiver of Subrogation -- The Contractor hereby waives all rights of recovery under subrogation because of deductible clauses, inadequacy of limits of any policy, limitations or exclusions of coverage, or any other reason against the RTC and its officers, employees, and agents.

(g) Primary and Non-Contributing -- The insurance coverage required under this Section shall be primary insurance for claims covered, and any other insurance maintained by any additional insured or its officers, employees, or agents shall not contribute.

(h) Delivery of Policies -- The RTC may, in its discretion, require the Contractor to provide actual copies of the policy of any insurance that is required under this Section. The Contractor shall supply any policy required by the RTC within ten (10) Days after the RTC's request, unless the Contractor demonstrates that actual copies of such policy are unavailable.

SEC. 222 MANUALS

(a) Manuals and Materials --

(1) General Requirements -- The Contractor shall electronically transmit to the RTC, in accordance with the Critical Path Schedule and at least thirty (30) Days prior to the arrival of the First Vehicle under this Agreement, operator manuals, maintenance manuals, parts manuals, and any other technical support manuals and materials required by the Technical Specifications. These manuals and other technical support materials shall be used in training under this Section as well as for ongoing operation and maintenance of the Vehicles.

(2) Operator Manuals -- The operator manuals shall be written in English, shall describe in detail the operating features and characteristics of the Vehicles; and provide sufficient information to assure safe and effective operation of the Vehicles.

(3) Maintenance Manuals -- The maintenance manuals shall be written in English and shall provide details of the Contractor's maintenance program, electrical schematics and information regarding the recommended procedures and standards for maintenance and repair of the Vehicle including all scheduled and preventative maintenance requirements and recommendations and estimated hours of maintenance required.

(4) Electronic Access -- The Contractor shall provide the RTC unlimited electronic access to each manual and any other technical materials provided under this

paragraph, as well as electronic updates to such manuals and materials as such updates are made. The Contractor shall also provide the RTC and its Service Contractor unlimited Level 2 electronic access on diagnostic tools.

SEC. 223 PARTS AVAILABILITY GUARANTEES

(a) Obligations of Contractor -- The Contractor shall provide the spare parts, software, and all equipment necessary to maintain and repair the Vehicles purchased under this Agreement for the twelve (12) year useful life of the Vehicles. Parts shall be interchangeable with the original equipment and be manufactured in accordance with the quality assurance provisions of this Agreement.

(b) Delivery Requirements --

(1) General Requirement -- The Contractor shall maintain, for the useful life of the Vehicles, the capability of delivering spare parts to the RTC within five (5) working Days, or according to a mutually agreed schedule, after placement of an order. The Contractor shall maintain a spare parts outlet or contract with a customs broker to expedite the customs clearance of any parts.

(2) Coach Down Requirement -- In "coach-down" situations, availability of normal wear items such as filters, v-belts, hydraulic lines, and hoses shall not exceed twenty-four (24) hours for items available from United States suppliers and forty-eight (48) hours for items available from foreign suppliers.

(c) Survival of Obligation -- The Contractor's parts availability obligations under this Section shall survive the discharge of other obligations under this Agreement, and the RTC may use any available remedy to enforce such obligations.

(d) Out of Stock Items -- If the Contractor is out of stock on any major component replacement part ordered by the RTC, the Contractor will be responsible for all freight and premium charges associated with special ordering the item to meet the maximum delivery time specified. If delivery of the item will exceed the maximum guaranteed delivery time specified, the RTC must be notified for approval at the time of order placement. If the RTC requests delivery of times in less than the maximum allowable time, the RTC will be responsible for all freight and premium charges associated with special ordering the items.

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SEC. 224 LOCAL REPRESENTATION

(a) General Duty -- The Contractor shall have competent technical personnel available to assist in any problem which the RTC might have regarding the Vehicles during the performance of the post delivery inspection and completion of all Acceptance work at no additional cost to the RTC.

(b) On Site Technical Assistance --

(1) General Requirement -- Contractor shall have a technical service engineer available for a period commencing on the delivery of the Vehicles until Acceptance of all the Vehicles.

(2) Duties -- The Contractor's representatives shall --

(A) assist in post-shipment inspection of Vehicles ;

(B) provide technical support to RTC maintenance personnel;

(C) provide on-site assistance during Vehicle Acceptance testing and

(D) provide warranty support to the RTC.

(3) Acceptance Testing -- During all Vehicle Acceptance testing at the RTC under Section 215, the Contractor shall provide field service technical support and parts, as well as expedited provisioning for any other spares required to support the Acceptance tests.

(4) Safety Defects and Fleet Defects -- In the event of safety defects or Fleet Defects, as described in Section 219(c) and (d), the Contractor shall provide technical support at the Project Site for the period needed to address the safety defect or Fleet Defect, as applicable, in a satisfactory manner.

(c) Availability During Warranty Periods -- After Acceptance of the Vehicles, competent technical personnel shall also be available during the applicable warranty period for items covered by each of the respective warranties under Section 218 (i.e., for the basic warranty, for one (1) year, for the corrosion/fatigue warranty for the structural elements, for three (3) years or 500,000 miles). Such personnel shall be available to perform inspections and RTC corrective and warranty work in accordance with the requirements of section 219, at no additional cost to the RTC. If defects or problems arise during inspection or operations, these technical personnel shall closely monitor the work until the Vehicles are repaired or corrected and returned to service.

(d) Continuous Availability -- When availability of Contractor personnel is required under this Section, the Contractor shall assure that such personnel are physically present at the Project Site or other RTC facilities when needed.

SEC. 225 RESERVED

SEC. 226 ACCESS TO RECORDS

(a) General -- The Contractor agrees to maintain all records relating to the performance of the Work for the period specified in subsection (b), and further agrees that the RTC, the Secretary of Transportation, and the Comptroller General of the United States (or any of their authorized representatives) shall have access, at any reasonable time, to inspect and copy the records and documents of the Contractor and its Subcontractors and suppliers, relating to any labor, materials, payrolls, plant, and equipment relating to the performance of this Agreement.

(b) Duration -- Access to records in accordance with this Section shall be given or obtained both during the performance of the Work and for the later of: (1) the three (3) year period beginning on the date of Acceptance for the last Vehicle under Section 215 of this Agreement; or (2) the final resolution of any litigation or claims arising out of this Agreement.

SEC. 227 LIQUIDATED DAMAGES

(a) Late Performance -- The Parties mutually understand and agree that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the Contractor to complete the Work within the time specified in the contract schedule in Section 205 of this Agreement, or to meet its other time obligations under this Agreement (except for any extensions of time as provided in Section 211 or 212 of this Agreement), the RTC will be damaged thereby.

(b) Amount of Liquidated Damages -- The Contractor agrees to pay the following liquidated damages:

(1) For delay in the delivery of all Vehicles, in the amount of five hundred dollars (\$500) per Vehicle for each Day of delay, based on the delivery date for all Vehicles specified in Section 205(c) of this Agreement.

(2) For failure by the Contractor to provide parts in accordance with Section 224, in the amount of five hundred dollars (\$500) per part per Day of delay in the supply of parts.

(c) Acknowledgement by Contractor and Payment -- The Contractor agrees that (1) actual damages that would be incurred as a result of the action or inaction of the Contractor covered by this Section would be uncertain and difficult to ascertain; (2) the amounts of liquidated damages stated are reasonable in light of the anticipated or actual harm caused, the

difficulties of proof of loss and the inconvenience or infeasibility of otherwise obtaining an adequate remedy; and (3) such amounts are in the nature of liquidated damages and do not constitute a penalty. The parties have established these amounts in order to fix the Contractor's potential costs and to avoid disputes regarding the amount of damages owed as a result of the Contractor's action or inaction. These amounts may be deducted from any monies due, or which may thereafter become due, to the Contractor under this Agreement or any other contract, or may be separately recovered by the RTC. If the monies due the Contractor are insufficient or no monies are due to the Contractor, the Contractor shall pay the RTC the difference or the entire amount, as the case may be, within twenty (20) Days after receipt of a written demand by the RTC.

(d) Coverage of Payments -- If the RTC assesses and collects liquidated damages from the Contractor for a failure to fulfill a specific obligation under this Agreement covered by this Section, the RTC will not seek to recover damages from the Contractor for the same failure.

(e) Reservation of Rights -- Except as provided in subsection (d), the imposition of liquidated damages under this Section shall not affect the rights of the RTC to terminate this Agreement in accordance with the termination provisions of this Agreement or to seek recovery from the Contractor for losses or damages suffered by the RTC that are not related to violations of the obligations that are the basis for liquidated damages under this Agreement.

(f) Limitations -- Liquidated damages shall be limited to a maximum of ten percent (10%) of the total Contract Price.

(g) Force Majeure -- The Contractor may be excused from liquidated damages and may be entitled to a reasonable extension of time from the RTC for delay directly caused by a Force Majeure event, if the RTC determines that the Contractor has met the conditions set forth in Section 212(a). Any delay other than one caused by a Force Majeure event, or by a Change Order initiated by the RTC which authorizes an extension of time, shall constitute a breach of contract, and the RTC may recover liquidated damages for the breach.

SEC. 228 DISPUTES

(a) General Requirement -- Any dispute arising under or related to this Agreement which is not disposed of by agreement between the RTC and the Contractor shall be decided in accordance with the provisions of this Section, provided that by mutual agreement the matter may be taken immediately to any higher step in the dispute resolution process or to litigation.

(b) Notice of Dispute -- All disputes shall be initiated through a written dispute notice submitted by either party to the other party within ten (10) Days after the date the dispute first

arises. Within fifteen (15) Days after delivery of the dispute notice, the receiving party shall submit a written response to the other party. The dispute notice and written response shall include: (1) a statement of the party's position and a summary of the arguments supporting that position; (2) any evidence supporting the party's position; and (3) the name of the person who will represent that party and any other person who will participate in negotiations and/or dispute resolution.

(c) Negotiation -- Following a dispute notice and response under subsection (b), the parties shall first attempt in good faith to promptly resolve the dispute by discussion and negotiation between persons who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. The parties shall meet at a mutually acceptable time and place within fifteen (15) Days after delivery of the dispute response, and thereafter as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information by one party to the other shall be honored.

(d) Second Level Review -- If the dispute is not resolved within forty (40) Days after delivery of the dispute notice, either party may submit the dispute (together with the dispute notice, the response, and any minutes from the subsection (c) process) to a two person panel consisting of the RTC Executive Director and an individual in a comparable executive position with the Contractor. These two individuals shall meet within twenty (20) Days after the date of the submittal and shall attempt to reach a fair and equitable resolution of the dispute. If the two person panel resolves the dispute, they shall issue a written decision that shall be administratively final and conclusive. If the panel is unable to resolve the dispute, either party may proceed to arbitration under subsection (e).

(e) Mediation/Arbitration -- Any dispute which is not resolved by the parties through the operation of the preceding provisions of this Section may be submitted by either party to mediation and/or, if agreed to by both parties, to arbitration in accordance with the commercial rules and procedures of the American Arbitration Association (AAA). The neutral mediator/arbitrator shall be selected in accordance with AAA procedures, and the mediation/arbitration hearing shall be held in the Reno, Nevada area. The result of any arbitration shall be final and binding upon both parties, subject to judicial enforcement or review in a court in the State of Nevada of competent jurisdiction and venue.

(f) Litigation -- If a dispute is not resolved by the parties through the operation of subsection (a) – (d) and is not submitted to arbitration under subsection (e), either party may

bring a civil action on the matter in dispute in a court in the State of Nevada of competent jurisdiction and venue.

(g) Actions During Dispute Resolution -- Pending final resolution of a dispute under this Section, the Contractor shall proceed diligently with the performance of its obligations under the Agreement (including those matters giving rise to the dispute) in accordance with the direction of the RTC; provided that the action of the Contractor in proceeding with such performance shall not prejudice its position in the dispute resolution process.

(h) Alternative Dispute Resolution -- If agreed to by both parties, disputes may be resolved by a mutually agreed to alternative dispute resolution process which may include structured negotiations different from that specified in this Section, mediation, or fact finding.

SEC. 229 ASSIGNMENT; CHANGE IN OWNERSHIP OR CONTROL

(a) Assignment -- The Contractor may not assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without advance prior written notice to the RTC, and no such assignment or transfer shall have the effect of reducing or modifying the obligations owed to the RTC under this Agreement.

(b) Change in Ownership or Control -- The Contractor agrees that in the event of the sale of substantially all of the assets or stock of the Contractor, or in the event of a change in control of the beneficial ownership of the Contractor, the Contractor will require, as a binding precondition on such sale or change in control, that the acquiring entity assume full responsibility for performance of all duties and obligations under this Agreement, without reduction or modification, including delivery of the Vehicles by the dates specified herein and in accordance with all requirements of the Contract Documents.

SEC. 230 SUBCONTRACTING

(a) Responsibility for Performance -- The Contractor shall be solely responsible for the performance of all Subcontractors and the fulfillment of all requirements of this Agreement and the other Contract Documents. The RTC has privity of contract with, and will recognize, only the Contractor.

(b) Required Provisions -- The Contractor shall assure that each of its Subcontractors performs its work under the subcontract in accordance with the applicable provisions of the Technical Specifications and other Contract Documents.

(c) Contractor's Duties -- The Contractor agrees that this Section does not operate to relieve the Contractor of any duty or liability under this Agreement, nor does it create any duty or

liability on the part of the RTC to any Subcontractor. The Contractor shall have sole responsibility for promptly settling any disputes between Subcontractors and between the Contractor and any Subcontractor. Upon request of the RTC, the Contractor shall provide the RTC with information regarding the status of any disputes involving any of its Subcontractors.

(d) Payment to Subcontractors -- The Contractor shall pay its Subcontractors on a timely basis, for and on account of work performed by such Subcontractors, in accordance with the terms of the respective subcontracts and in accordance with applicable State and Federal law. Upon request of the RTC, the Contractor shall provide the RTC with information regarding the current status of payments to Subcontractors, including the reasons for any non-payment.

SEC. 231 GOVERNING LAW AND CONSENT TO JURISDICTION

(a) State Law -- This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada. The Contractor shall also comply with all applicable State laws and regulations and all applicable local ordinances.

(b) Federal Law -- The Contractor agrees to comply with the applicable Federal laws and regulations set forth in Appendix E to this Agreement.

(c) Contractor Affirmations and Responsibility -- The Contractor affirms that it has familiarized itself with the requirements of any and all applicable Federal, State, County, and City laws, codes, rules, and regulations, including the conditions of any required licenses and permits, prior to entering into this Agreement. The Contractor shall be responsible for complying with any and all of such requirements at its sole cost and expense and without any increase in the price or timeframes specified in this Agreement due to such compliance, regardless of whether such compliance would require additional labor, equipment, and/or materials not expressly provided for in the Agreement or in the specified price.

(d) Jurisdiction -- The Contractor, by entering into the Agreement, consents and submits to the jurisdiction of the courts of the State of Nevada and of the United States, over any action at law, suit in equity, or other proceeding that may arise under or in connection with this Agreement or in the performance of the Contractor's obligations hereunder.

SEC. 232 TERMINATION FOR CONVENIENCE

(a) In General -- The performance of the Work under this Agreement may be terminated by the RTC in accordance with this Section in whole, or from time to time in part, whenever the RTC determines that such termination is in the best interest of the RTC. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination,

provided not less than thirty (30) Days prior to the termination date, specifying the extent to which performance of the Work under the Agreement is terminated and the date upon which such termination becomes effective.

(b) Actions Following Notice -- Upon receipt of a notice of termination, and except as otherwise directed by the RTC, the Contractor shall: (1) stop Work under the Agreement on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Agreement as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination; (4) assign to the RTC in the manner, at the times, and to the extent directed by the RTC Executive Director, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the RTC shall have the right, in its discretion, to directly settle or pay any or all claims arising out of the termination of such orders and subcontracts in accordance with the provisions in 48 CFR Part 49; (5) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the RTC, to the extent the RTC may require, which approval or ratification shall be final for purposes of this Section; (6) transfer title to the RTC and deliver in the manner, at the times, and to the extent directed by the RTC, the fabricated or unfabricated parts, Work in process or completed Work, supplies, and other materials produced as a part of, or acquired in connection with the performance of the Work terminated, and the completed or partially completed plans, information, and other property which, if the Agreement had been completed, would have been required to be furnished to the RTC; (7) complete any such part of the Work that has not been terminated by the notice of termination; (8) use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the RTC, any property of the types referred to above; provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the RTC, and provided further that the proceeds of any such transfer or disposition shall be applied in the reduction of any payments to be made by the RTC to the Contractor under this Agreement or shall otherwise be credited to the price or cost of the Work covered by such contract or paid in such other manner as the RTC may direct; and (9) take such action as may be necessary, or as the RTC may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Contractor and in which the RTC has or may acquire an interest.

(c) Applicability of FAR Principles -- Settlement of claims by the Contractor, obligations of the RTC with respect to the settlement of terminated subcontracts, and recoveries by the RTC under this Section shall be in accordance with the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.

SEC. 233 TERMINATION BY MUTUAL AGREEMENT

This Agreement may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in Section 232 or Section 234, respectively.

SEC. 234 TERMINATION FOR DEFAULT

(a) In General -- The RTC may, subject to the provisions of subsection (b) of this Section, by thirty (30) Day advance written Notice of Termination for default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If the Contractor fails to perform any of the provisions of this Agreement in accordance with its terms and the RTC is harmed (in its judgment) by such failure.

(2) If the Contractor fails to make progress in the prosecution of the Work so as to endanger the performance of this Agreement in accordance with its terms.

(3) If the Contractor fails to make delivery of the Vehicles within the time specified in this Agreement (including any extension thereof).

(b) Opportunity to Cure -- The Contractor will be given the opportunity to cure any default within a period of thirty (30) Days after notice of such default under subsection (a) (or such longer period as the RTC may authorize in writing); provided that if the Contractor cannot reasonably cure such default within such thirty (30) Day cure period, the Contractor shall, prior to the expiration of such period, notify the RTC in writing, setting forth a plan for curing such default and a schedule and time certain by which such cure will be achieved. Upon receipt of such a notice and consultation with the Contractor, the RTC may (1) authorize the Contractor to proceed with the cure in accordance with its proposed plan and schedule; (2) direct the Contractor to make modifications in its proposed plan and/or schedule; or (3) reject such plan and terminate the Agreement for default if the RTC determines, in its discretion, that the Contractor will not be able to cure such default.

(c) Re-procurement -- If this Agreement is terminated in whole or in part for default, the RTC may procure, upon such terms and in such manner as the RTC deems appropriate,

vehicles, equipment or other Work similar (in terms of capacity and/or function) to that terminated. The Contractor shall be liable to the RTC for any excess costs for such similar procurement (the RTC undertaking all reasonable efforts to mitigate such excess costs), and shall continue the performance of this Agreement to the extent not terminated under this Section.

(d) Applicability of FAR Principles -- Except as otherwise provided, settlement of claims under this Section shall be in accordance with the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.

(e) Conversion to Termination for Convenience -- If after notice of termination of this Agreement under this Section, it is determined for any reason that the Contractor was not in default under this Section or that the default was excusable under this Section, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience under Section 232, unless the parties otherwise agree.

SEC. 235 WAIVER OF TERMS AND CONDITIONS

The failure of the RTC or the Contractor to enforce one or more of the terms of this Agreement or to exercise any of its rights or privileges hereunder, or the waiver by the RTC of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

SEC. 236 SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the successors and assigns of the RTC and the Contractor.

SEC. 237 CONTRACT AMENDMENTS

This Agreement and the Appendices hereto may only be amended or modified by written agreement duly executed by the RTC and the Contractor.

SEC. 238 NOTICES UNDER AGREEMENT

(a) Written Notice -- All notices and communications required pursuant to the terms of this Agreement shall be in writing, unless an emergency situation dictates otherwise.

(b) Addresses -- Communications should be addressed as follows:

If to the RTC:

Bill Thomas, AICP
Executive Director
Regional Transportation Commission
of Washoe County
1105 Terminal Way
Reno, NV 89502
Fax: (775) 348-3218
Email: bthomas@rtcwashoe.com

If to the Contractor:

Jennifer McNeill
Vice President, Sales and Marketing
New Flyer of America, Inc.
711 Kernaghan Avenue
Winnipeg, MB
R2C 3T4

Fax: 204-224-4214

Email: Jennifer_McNeill@newflyer.com

(c) Receipt of Notice -- Communications and notices in connection with the performance of this Agreement shall be considered received at the time actually received by the addressee or designated agent. Any notices required by this Agreement shall be deemed received on: (1) the day of delivery if delivered by hand (including overnight courier service) or personal service during the receiving Party's regular business hours; (2) by facsimile with confirmation of transmission before or during the receiving Party's regular business hours; or (3) sent by United States mail, via certified mail return receipt requested to the addresses set forth above, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this Section. An original signed copy, via United States mail, shall follow fax transmissions. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

(d) Copy -- A copy of all notices and communications required by the terms of this Agreement shall be provided to the RTC's Project Director delivered in the manner specified in subsection (c).

(e) Required Notices -- In addition to notices required by the terms of this Agreement, notice is required for all matters involving possible termination actions, litigation, indemnification and disputes. Routine correspondence shall be directed to the Contractor's Project Manager and the RTC's Project Director.

SEC. 239 CONFLICT OF INTEREST

(a) In General -- An official of the RTC, who is authorized in such capacity and on behalf of the RTC to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or Work under this Agreement shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the RTC, who is authorized in such capacity and on behalf of the RTC to exercise any legislative, executive, supervisory, or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Agreement. No member, officer, or employee of the RTC shall, during his or her tenure and for one (1) year thereafter, have any interest in this Agreement or the proceeds hereof.

(b) Prohibited Interests -- Each Party represents that it is unaware of any financial or economic interest of any public officer or employee of the RTC relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, the RTC may immediately terminate this Agreement for default or convenience.

(c) Prohibited Commissions -- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty the RTC shall have the right to terminate this Agreement without liability or in its discretion to deduct from the Contract Price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

(d) Termination -- In the event this Agreement is terminated as provided for in this Section, the RTC shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Agreement by the Contractor.

(e) Reservation of Rights -- The rights and remedies of the RTC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under any other provision of this Agreement.

SEC. 240 TAXES

The RTC is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 90-0036752. The

Contractor shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to Work under this Agreement. The Contractor shall make any and all payroll deductions required by law. The Contractor agrees to indemnify and hold the RTC harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

SEC. 241 DISCRIMINATION

The Contractor acknowledges that the RTC has an obligation to ensure that public funds are not used to subsidize private discrimination. The Contractor recognizes that if the Contractor or its subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, the RTC may declare the Contractor in breach of this Agreement, terminate the Agreement, and designate the Contractor as non-responsible.

SEC. 242 PUBLIC RECORDS

The RTC is a public agency as defined by Nevada State law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the RTC's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement and all supporting documents are deemed to be public records.

SEC. 243 CONFIDENTIALITY

(a) By Contractor -- All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Contractor is confidential and privileged. The Contractor shall not disclose this information, or allow it to be disclosed to any person or entity without the express prior written consent of the RTC. The Contractor shall have the right to use any such confidential information only for providing the services under this Agreement, unless the express prior, written consent to RTC is obtained. Upon request by the RTC, the Contractor shall promptly return to the RTC all confidential information supplied by the RTC, together with all copies and extracts.

(b) By RTC -- The RTC agrees to comply with the terms of any Confidentiality Agreement entered into by and between the RTC and the Contractor for this project.

(c) Exclusion -- The confidentiality requirements of this section shall not apply where: (1) the information is, at the time of disclosure by the RTC, in the public domain; (2) the information is known to the Contractor prior to obtaining it from the RTC; (3) the information is obtained by the Contractor from a third party who did not receive the information directly or indirectly from the RTC; or (4) the information is subpoenaed by court order of other legal process; provided that in such event, the Contractor shall promptly notify the RTC. The RTC, in its sole discretion, may seek to quash such demand.

(d) Survival -- The obligations of confidentiality shall survive the termination of this Agreement.

SEC. 244 MARKETING RESTRICTIONS

The Contractor may not publish or sell any information from or about this Agreement without the prior written consent of the RTC. This restriction does not apply to the use of the RTC's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Contractor or its services.

SEC. 245 RESERVED

SEC. 246 RESERVED

SEC. 247 INTELLECTUAL PROPERTY

(a) Contractor Ownership -- The Contractor shall retain ownership of (1) any patents; (2) inventions, discoveries (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data; (3) copyrights, copyright registrations, mask works, mask work registrations, and applications therefor in the United States, and anywhere in the world, and all other rights corresponding thereto throughout the world; and (4) any other proprietary rights (collectively, the "Intellectual Property") in or to the technology associated with the Vehicles supplied to the RTC under this Agreement.

(b) License to RTC -- The Contractor hereby grants to the RTC a royalty-free, paid-up, non-exclusive, non-transferable license to use the Intellectual Property for purposes of operations and maintenance of the Vehicles supplied under this Agreement and for related governmental purposes, including carrying out its obligations under its grant from FTA for the Project. The RTC agrees that it will not use the Intellectual Property for any commercial or manufacturing purpose.

(c) Use of Information -- The RTC may disclose information relating to or generated by the Intellectual Property as follows: (1) to the Service Contractor, but only to the extent necessary to allow such party to operate and/or maintain the Vehicles , and subject to such party's execution of a nondisclosure agreement and its agreement to comply with the provisions of this Section; (2) to the professional consultants with whom the RTC contracts to carry out activities under the Project, but only to the extent necessary to allow such parties to carry out their contractual obligations to the RTC and subject to such party's execution of a nondisclosure agreement and its agreement to comply with the provisions of this Section; and (3) to the FTA, to the extent necessary to carry out the FTA grant agreement and the Project. The RTC further agrees that it will not allow any third party to reverse engineer the Vehicle.

(d) Warranty – The Contractor warrants that it is the owner of the Intellectual Property, that it has the right to convey and grant the license described in subsection (b), and that the RTC's use thereof as contemplated in this Section, will not infringe upon any third party's proprietary rights. The Contractor further agrees to defend and indemnify the RTC against all costs and damages arising from claims by a third party that the RTC's use of the Intellectual Property infringes upon or violates such party's rights.

(e) Developed Data and Technology – Information and data developed or collected during the Project regarding Vehicle energy consumption, emissions reduction, operating cost and performance, and related matters shall be owned by the Contractor provided that Contractor hereby grants to the RTC a royalty-free, paid-up, non-exclusive, nontransferable license to use such information and data, subject to any rights of FTA under the grant agreement or Federal law or regulations. Any modifications or alterations to the Contractor's Intellectual Property made by the Contractor in the performance of this Agreement shall be owned by the Contractor.

SEC. 248 ENTIRE AGREEMENT

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

ARTICLE III -- PAYMENT TERMS AND CONDITIONS

SEC. 301 CONTRACT PAY ITEMS AND PRICES

(a) Vehicle Price -- The RTC shall pay the Contractor a total Contract Price not to exceed \$14,455,060.80 which is composed of the following pay item at the following price:

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Vehicles	twenty (20)	\$722,753.04	\$14,455,060.80

CONTRACT PRICE **\$14,455,060.80**

(b) Full Compensation – Payment for the pay item listed in this Section shall constitute full compensation to complete the Work in conformity with this Agreement and shall constitute full compensation for all transportation costs (including delivery and unloading costs, insurance costs, import duties, taxes, and fees), sales taxes, title fees, insurance and indemnification obligations, and other associated costs incurred or assumed by the Contractor in providing the Vehicles, and otherwise carrying out the Work in accordance with this Agreement and the other Contract Documents. In addition, the payment of the Contract Price includes the operations and maintenance manuals the Contractor is obligated to provide under Section 222 hereof.

(c) No Additional Compensation –The Contractor shall not be entitled to any additional compensation for restoring loss or repairing damage arising during the completion of the Work, for correcting deficiencies or defects in the Work, for the consequences of unforeseen events, or for the cost of warranty repairs, except as otherwise specifically provided in a Change Order issued by the RTC.

SEC. 302 PAYMENTS

(a) Schedule -- The RTC shall make payments to the Contractor for the Vehicles identified in Section 301(a) in accordance with the following schedule: (1) fifty percent (50%) of the Contract Price will be paid upon delivery of each Vehicle; and (2) a final payment of the remaining fifty percent (50%) of the Contract Price will be paid upon Acceptance of each Vehicles. Payments will be subject to retainage under subsection (b) and any applicable deductions under subsection (d).

(b) Retainage and Payment Conditions -- The RTC will deduct and retain two and one-half percent (2.5%) from the payment on delivery under subsection (a)(1) and will deduct and retain two and one-half percent (2.5%) from the final payment on Acceptance of all Vehicles under subsection (a)(2). The two and one-half percent (2.5%) retainage shall be held through the standard one-year warranty period, as described in Section 304(c) hereof. The RTC has the discretion, if in its sole judgment circumstances so warrant, to release a portion of the two and one-half percent (2.5%) retention being held during the one (1) year warranty period.

(c) Audits --

(1) Authority to Audit -- The RTC (or its authorized representative) may perform audits so as not to interfere with timely processing of payment applications and invoices. If an audit indicates the Contractor has been overpaid, that overpayment will be credited against the next Payment due, or remitted in full by the Contractor.

(2) Change Orders -- Payment for work under Change Orders negotiated on a cost reimbursable basis shall be subject to RTC review and audit of the Contractor's records supporting the invoice.

(3) Maintenance of Records -- The Contractor shall maintain all records relating to performance of the Work, and shall make those records available for audit, inspection, and copying, in accordance with Section 226 of this Agreement.

(d) Deductions from Payments -- In addition to the deductions provided for under subsection (b), the RTC shall deduct from each Payment the following:

(1) any liquidated damages which have accrued as of the date of the application for payment, subject to the overall limitation on liquidated damages set forth in Section 227(f);

(2) any sums expended by the RTC in performing any of the Contractor's obligations under this Agreement which the Contractor has failed to perform; and

(3) any other sums which the RTC is entitled to recover from the Contractor under the terms of this Agreement.

The failure by the RTC to deduct any of these sums from a Payment shall not constitute a waiver of the RTC's right to deduct or otherwise collect such sums.

SEC. 303 INVOICING

(a) Form and Content -- The Contractor shall submit invoices to the RTC in accordance with this Section. Each invoice shall be in the form and contain the contents set forth in Appendix F. Invoices based on delivery of the Vehicles shall be submitted within ten (10)

Days after delivery, and invoices based on Acceptance shall be submitted within fifteen (15) Days after Acceptance. Invoices shall be submitted to:

Regional Transportation Commission
Attn: Accounts Payable
1105 Terminal Way, Suite 300
Reno, NV 89502
or accountspayable@rtcwashoe.com

A copy of the original invoice shall be provided by the Contractor to the RTC's Project Director.

(b) Payment -- Within thirty (30) Days after receipt of an invoice from the Contractor, that includes the required documentation, the RTC shall pay the invoiced amount to the Contractor, less the retainage described in Section 302(b) and any deductions under Section 302(d), and subject to any withholding in accordance with subsection (c) of this Section. All payments due under this Contract in excess of Twenty-Five Thousand Dollars (\$25,000.00) shall be made by wire or EFT, unless otherwise mutually agreed in writing, to New Flyer of America, Inc. pursuant to the following wiring instructions: Account Information: Account name - New Flyer of America, Inc.; Account number – 4753618701; Routing number – 121000248; SWIFT code – NFBIUS6S; Bank information – Wells Fargo Bank, 420 Montgomery Street, San Francisco, CA 94104-1207.

(c) Withholding -- If the RTC objects to the payment of an invoice (or any portion thereof) or questions the sufficiency of the vouchers or documentation submitted, the RTC may withhold payment of the portion of the invoiced amount to which it objects and pay the balance. The RTC shall promptly notify the Contractor of this withholding, and the reasons therefore, and provide the Contractor with an opportunity to correct or resolve the issue presented. Any payment that is determined, pursuant to the dispute resolution process under Section 228, to have been unreasonably withheld or denied by the RTC will bear an interest at the Prime Rate from the due date of payment.

(d) Spare Parts – The Contractor shall provide the RTC with a list and price schedule of recommended spare parts. If the RTC acquires spare parts or other equipment from the Contractor, the RTC will make payments for such spare parts and/or equipment at the unit prices itemized in the price schedule provided to the RTC, unless the parties agree to a different price. Such payment will be made within fifteen (15) Days after the delivery and acceptance of spare parts and/or equipment and receipt of a proper invoice.

(e) Special Tools – The Contractor shall provide the RTC with a list and price schedule of recommended special tools or equipment. If the RTC acquires special tools or other

equipment from the Contractor, the RTC will make payments for such special tools and/or equipment at the unit prices itemized in the price schedule provided to the RTC, unless the parties agree to a different price. Such payment will be made within fifteen (15) Days after the delivery and acceptance of special tools and/or equipment and receipt of a proper invoice.

SEC. 304 FINAL PAYMENT

(a) Payment and Release -- In the invoice for final payment under Section 302, the Contractor shall include a written release from any and all claims arising from the Work under and in connection with this Agreement. The release shall be accompanied by a certification by the Contractor that:

(1) any claims made by Subcontractors or other parties against the Contractor relating to the Work have either (A) been resolved; or (B) if not resolved (such as claims subject to pending litigation), remain fully covered by the Contractor's indemnification of the RTC under Section 220;

(2) it has no reason to believe that any party has a valid claim against the Contractor which has not been communicated in writing by the Contractor to the RTC as of the date of the certification; and

(3) all warranties and guarantees are in full force and effect. The release and certification shall survive final payment. Final payment made in accordance with this subsection will be conclusive and binding against both parties to this Agreement on all questions relating to the amount of Work done and the compensation paid therefore, except as otherwise provided in subsection (b).

(b) No Estoppel --

(1) In General -- The RTC shall not be precluded or estopped by any final payment to the Contractor:

(A) from showing at any time (either before or after the final completion and acceptance of the Work and payment therefore) the true and correct amount and character of the Work done or materials furnished by the Contractor or any person under this Agreement; or

(B) from showing at any time that any such final application of payment is untrue and incorrect, or improperly made, or that the Work and equipment and materials (or any part thereof) do not, in fact, conform to the Contract Documents.

(2) Damages -- The RTC shall not be precluded or estopped, notwithstanding any final payment to the Contractor, from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply this Agreement or the other Contract Documents.

(c) Retainage -- Subject to the exercise of the RTC's discretionary right to release a portion of the retainage under Section 302(b), the two and one-half percent (2.5%) retainage shall be held by the RTC through the standard one-year warranty period set forth in Section 218. Upon expiration of such standard warranty period, the retainage will be returned to the Contractor, unless a safety defect or Fleet Defect has been declared by the RTC pursuant to Section 219. In such event, the RTC may continue to hold all or a portion of such retainage, in its discretion, until the safety defect or Fleet Defect is resolved to the RTC's satisfaction.

SEC. 305 COST OR PRICE ANALYSIS

(a) In General -- The RTC has conducted a cost or price analysis in accordance with Federal Transit Administration and/or Federal Acquisition Regulation principles to review the Contractor's cost data and evaluate the specific elements of cost, labor, and profit, in order to verify that the prices proposed by the Contractor are fair and reasonable for the equipment and services to be provided under this Agreement. The cost or price analysis shall remain on file at the RTC for the three (3) year-period beginning on the date of expiration of this Agreement. The Contractor agrees to provide cost and pricing information (including labor, materials, indirect costs, and profit) to the RTC and to otherwise cooperate fully with the RTC its performance of the cost or price analysis and in any future audit or review thereof.

(b) Additional Reviews and Audits -- The RTC may, during Vehicle production, and at such other times as it deems appropriate, conduct an additional cost review/audit for purposes of comparing the Contractor's estimates relating to direct materials, labor, and indirect costs to the actual cost incurred for those items.

SEC. 306 LACK OF FUNDS CLAUSE

The entering into and implementation of this Agreement by the RTC is subject to its receipt of funds adequate to carry out the provisions of this Agreement in full. The RTC Executive Director may cancel or reduce the Work if he or she determines that there will be a lack of adequate funding available for the Work. In such event, the Executive Director shall notify the Contractor in writing thirty (30) Days in advance of the date that such cancellation or reduction is to be effective. If the Executive Director cancels the Work under this Section, such

cancellation shall be treated as a termination for convenience under Section 232 of this Agreement.

Signature Page Follows

SAMPLE

IN WITNESS WHEREOF, the RTC and the Contractor have executed this Agreement on _____, 2021.

By: _____
BILL THOMAS, AICP
Executive Director
Regional Transportation Commission
of Washoe County, Nevada

By: _____
Jennifer McNeill
Vice President Sales and Marketing
New Flyer of North America

By: _____
Chris Stoddart
President, Transit Bus Business
New Flyer of North America

Approved as to Form: _____
Jane Sutter Starke, Esq.
RTC External/Outside Counsel

Attest: _____
Executive Assistant

SAMPLE

APPENDIX A
TECHNICAL SPECIFICATIONS FOR VEHICLES

SAMPLE

Option	Description	Tech Summary Description
100-00	COACH LENGTH	Xcelsior - 40' coach.
100-03	STRUCTURAL MATERIAL	(B),Carbon steel/ferritic sst.
100-04	FUEL TYPE	(B),Diesel, compatible up to 20% biodiesel.
100-0B	POWERTRAIN CAN BAUD RATE	(S),500kbps.
201-01	FRONT BUMPER	(S),Romeo Rim, three piece, front bumper.
201-03	FRONT TOWING PROVISIONS	(B),Basic set-up, incorporated in front chassis. Tow adapters are required.
201-05	REAR BUMPER	(B),Romeo Rim, three piece, rear bumper with anti-ride feature.
203-01	FRONT AXLE	(B),M.A.N. VOK-07-F, GAWR 15,873 lbs. With disc brakes. Hub mount, Knorr cylinders, Ferodo lining.
203-02	SECUREMENT OF BRAKE LININGS	(S),Bonded.
203-06	SHOCK ABSORBERS	(S),Koni.
203-0A	FRT AXLE AND WHEEL SPLASH APRONS	(B),Basic, full width, fore of axles and wheels.
203-0B	RADIUS ROD BUSHINGS	(B),Windowed
204-01	REAR AXLE	(B),M.A.N. 4.56:1. Model HY-1350-F. GAWR 28,660 lbs. With disc brakes, hub mount, Knorr cylinder, Ferodo lining.
204-03	REAR AXLE GEAR OIL	(B),Petroleum based.
204-09	REAR AXLE DRAIN PLUGS	(B),Magnetic external hex head.
204-0A	REAR AXLE MUD FLAP	(B),One aft of rear axle. (Requirement is determined by local climate, ice build-up, high ambient temperature.)
204-0C	REAR WHEEL MUD FLAP	(B),One aft of each rear wheel.
205-01	TIRE SUPPLIER	(A),Customer supplied tires
205-06	WHEELS	(A),Alcoa 22.5" x 8.25" aluminum. Polished Durabright finish.
205-0J	STEERING AXLE TIRES	(B),305/70R/22.5, Firestone CTIAZ (65 mph).
205-0M	REAR AXLE TIRES	(B),305/70R/22.5, Firestone CTIAZ (65 mph).
205-NEW	TIRE CHAIN	
209-01	POWER STEERING PUMP	(B),Berendsen electric power steering pump. Mounted at the front streetside.
209-02	POWER STEERING HOSES	(A),Aeroquip (Eaton) hose.
209-05	POWER STEERING RESERVOIR	(S),Required.
209-06	POWER STEERING LOW LEVEL FLUID INDICATOR	(A),Rquired at instrument panel.
209-08	POWER STEERING DRAIN PLUG	(B),Magnetic plug.
209-09	POWER STEERING UNIT	(S),Sheppard M110, power assisted, frame mounted.
209-0A	POWER STEERING SYSTEM FLUID	(B),Dexron III, mineral based.
219-01	FUEL/PROPULSION SYSTEM	BAE hybrid with B6.7 diesel engine.
219-02	PROPULSION,HP,TORQUE ,TYPE	(A),Cummins B6.7 2021 engine, 280 horsepower (Engine output is controlled by Hybrid Drive). Engine Model year - 2021.
219-05	AIR COMPRESSOR	(B),Direct coupled air compressor powered by electric motor.
219-06	AIR COMPRESSOR HIGH VOLTAGE INTERLOCK SWITCH	(B),Not Required, Junction box provided with tamperproof hardware.
219-09	CUMMINS DIESEL FUEL FILTERS	(A),DP245 primary and Cummins secondary fuel filter system. The DP245 has built-in check valve.
219-0B	CUMMINS DIPSTICK, LOCATION	(S),Static oil level indicator, on curbside of engine.
219-0C	ENGINE & TRANS FLUID FILL TAGS	(S),For engine and transmission dipsticks.
219-0D	ROAD SPEED	(B),Top road speed is governed. Set at 65 MPH (105 KPH).
219-0H	BAE DRIVE MODES	(T),Shuts off and restarts engine automatically to reduce idling at stops; shuts engine off with input/switch on side console, allows operation for short distances (<500 yards at speeds < 15 mph).

Option	Description	Tech Summary Description
219-0M	TRANSMISSION/HYBRID DRIVE/TRACTION MOTOR	(S),As per BAE hybrid system, HDS200.
219-0N	REGENERATIVE BRAKING	(B),35% off accelerator, 100% at brake first stage (4 psi).
219-0P	TRANSMISSION SHIFTING	(S),Foot on brake enables shift when in neutral.
219-18	FLUID, TRANS/HYBRID DRIVES	(B),Transynd synthetic.
219-1A	ENG/TRANS OIL DRAIN PLUGS	(B),OEM Provided.
219-1C	AIR CLEANER	(A),Donaldson. Reusable housing with disposable cartridge/filter.
219-1D	AIR RESTRICTION INDICATOR	(B),Mechanical gauge mounted directly on air intake tube.
219-1E	EXHAUST SYSTEM	(S),Single module DPF/SCR combined.
219-1F	EXHAUST TAIL PIPE ORIENTATION	(B),Curved pipe set to 45 degrees to streetside.
219-1G	EXHAUST BLANKETS FOR CUMMINS DIESEL OR CNG	(B),Provided for the exhaust tubes.
219-1U	ENGINE/PROPULSION SWITCH BOX	(B),Basic indicator configuration with run/start switch.
219-1W	ENGINE SPEED CONTROL AT SW BOX	(B),Keypad button (controls engine RPM).
219-22	ENGINE COMPT GAUGES	(S),Programmable CAN communicator. Standard Features: Engine Oil Pressure, Engine Water temperature, Tachometer, 12V/24V battery voltage, Hour Meter, Exhaust Temp, Active Faults, Drivetrain Specific features.
219-25	ENG SWITCHBOX KEYPAD	(B),Includes service light, fan reverse and coolant fill switches and start disabled, wait to start, low coolant, ECP coolant low and HEV maintenance required indicators.
219-27	ENGINE OIL FILL TUBE & CAP	(B),Basic Cummins supplied.
219-28	ALTERNATOR	(B),No engine driven alternator.
219-2E	BELT GUARD	(B),The engine pulley guard is provided with hinges. Yellow powdercoated.
219-2F	BELT GUARD LATCHING	(B),SST adjustable draw latch.
219-2G	A/C BELT GUARD	(B),The A/C pulley guard is bolted. Yellow powdercoated.
219-2H	OIL SAMPLING	(A),Required for engine and transmission, using probalizer fittings.
219-2K	DEF(DIESEL EXH FLUID) TANK	(B),Manual fill is set in the lower curbside fusebox access door with NFIL fill cap.
219-2U	HYBRID DEPOT DRIVE	(B),Not required.
231-02	RADIATOR,CAC,HYDR FLUID COOLER	(B),EMP MH5 GEN4 with full diagnostic capabilities. 3 x 15" fans and 2 x 11" fans. Includes hybrid cooler.
231-04	RADIATOR REVERSE FAN SW & DIAG LAMP	(B),Keypad button.
231-06	SURGE TANK	(B),5 gallon cylindrical SST tank.
231-08	SURGE TANK ENG MAINT & DERATE SENSOR MFR	(B),Fozmula.
231-09	SURGE TANK PRESSURE TEST PORT	(B),Provided.
231-0A	SURGE TANK PRESSURE RELIEF VALVE	(B),Radiator cap (LEV-R VENT), built into surge tank cap.
231-0B	SURGE TANK SIGHT GLASS	(B),Graduated sight glass (glass material).
231-0C	RAD TUBES	(S),SST.
231-0F	COOLANT FLUID/ANTIFREEZE	(B),50/50 pre-mixed distilled water with ethylene glycol with anti-corrosion additive and bittering agent. Pink fluid.
231-0G	TRANSMISSION/HYBRID DRIVE COOLER	(S),Built into rad for BAE hybrids with external pump.
231-0H	TRANSMISSION/HYBRID OIL COOLER HOSES	(S),NFIL (Manuli) Equator 1.
231-0J	TRANSMISSION/HYBRID DRIVE COOLER PUMP	(S),AMETEK pump.
231-0K	COOLANT RECOVERY TANK	(B),required.
231-0P	AIRBAG HEAT SHIELD	(B),Not required.

Option	Description	Tech Summary Description
241-01	DIESEL FUEL TANK MATERIAL	(B),Cross-linked polyethylene.
241-02	DIESEL TANK CAPACITY AND FILL TYPE	(B),100 useable US gallons. Pressure filled.
241-03	DIESEL FILLER CAP	(B),Posi-snap flip type.
241-04	DIESEL FUEL SENDER	(S),Required.
241-07	DIESEL FUEL HOSES,ENGINE COMPT	(S),GH100.
241-08	DIESEL FUEL LINES,TANK TO BULKHEAD	(S),Orange, fuel grade nylon tubing.
246-01	AIR COMPRESSOR DISCHARGE LINE	(S),Teflon 2807 SST braided hose.
246-02	BASIC AIR TANKS	(B),Combo Tank 1 (Wet Tank + Primary Brake Tank), Combo Tank 2 (Front Axle Kneeling Tank + Accessory Air Tank), Secondary Brake Tank.
246-04	AIR TANK DRAIN VALVES	(B),Manual 1/4 turn valve.
246-06	WET TANK DRAIN VALVE	(B),Manual 1/4 turn valve.
246-09	RIDE HEIGHT SENSORS	(B),SmartRider electronic leveling system on front axle and Barksdale mechanical leveling valves on center/rear axles.
246-0A	RIDE HEIGHT SETTINGS,NORMAL	(B),Front ride height is 4.0" axle to bump stop.
246-0E	DOOR INTERLOCK	(B),Applied to entrance and exit doors. Foot on brake to release interlock, applied via multiplex system programming.
246-0G	DRIVER'S PARK BRAKE ALARM	(B),If the Master Run switch is in the OFF or PARK positions, the kneeling alarm is triggered to alert the driver that the park brake is not set.
246-0H	PARK BRAKE PRESSURE SETTING	(S),40 psi auto-apply park brake valve. 60 psi pressure switch for park brake light activation.
246-0K	AIR DRYER	(A),Bendix AD9 Tandem air dryer with IPC (Integrated Puraguard Cartridge).
246-0M	AIR DRYER LOCATION	(B),Behind the rear streetside wheelhouse, on the bulkhead.
246-0U	PARK BRAKE ACTUATION	(B),Pull To Apply.
246-0V	PARK/EMERG BRAKE LOCATION	(S),On side console panel.
246-13	FRONT TOW CONNECTOR	(B),Male 1/4" NPT fitting with Series 20/30 coupler fitting, with tag.
246-14	FRONT AIR CONNECTOR ARRANGEMENT	(B),Located below the bumper, streetside.
246-15	FRONT AIR CHARGE CONNECTOR	(B),Male 1/4" NPT fitting with Series 20/30 coupler fitting, with tag.
246-17	REAR AIR CHARGE CONNECTOR TYPE	(B),Male 1/4" NPT fitting with Series 20/30 coupler fitting, with tag.
246-1B	FLEXIBLE AIR LINES	(S),Synflex colour coded. Green: rear service brakes and supplies. Red: front service brakes. Brown: parking brake. Black: accessories and brake hose. Yellow: compressor and governor. Blue: suspension.
246-1E	ABS	(S),Wabco.
246-1J	FRONT CHARGE AIR ROUTING	(B),To front brake tank connection.
246-1K	REAR CHARGE AIR ROUTING	(B),Direct to muffler tank.
246-23	AIR TANK MOUNTED PRESSURE REDUCING VALVE	(B),Not required.
246-27	AIR SYSTEM TRANSDUCER FAULT DETECTION	(B),Transducer Fault Detection - Transducer voltage falls to 0V if transducer failure occurs.
260-01	BATTERY MANAGEMENT	(A),Transtech regulator w/Low Voltage Disconnect, temperature and current sensors to optimize battery life.
260-02	BATTERY VOLTAGE REGULATOR	(A),Transtech REG24C w/J1939 and data logging.
260-03	BATTERY VOLTAGE REGULATOR LOCATION	(B),Mounted inside fuse box.
260-04	BATTERY TYPE / MFR	(B),Two East Penn 8D Flooded lead acid maintainable batteries. 1400 CCA. Drop posts: 1/2" positive, 3/8" negative.

Option	Description	Tech Summary Description
260-05	BATTERY CABLES	(S),Red heat shrink on 24 volt positive cable end and light blue heat shrink on 12 volt positive cable end.
260-09	BATTERY TRAY	(S),Slide out battery acid resistant polyethylene enclosure with SST sub frame, SST bearings and rubber isolation mounts. Located aft of the curbside rear wheelhouse. Note: battery access door opens to the side.
260-0C	POSITIVE BATTERY DISCONNECT SW	(B),Required with quick access through flip-open door. Uses a micro-switch for engine shutdown.
260-0E	BATTERY VOLTAGE EQUALIZER	(B),Vanner 100 amp with jump start override.
260-0F	JUMP START MANUFACTURER/TYPE	(A),ANDERSON SB350 GREY
260-0G	JUMP START LOCATION	(A),Near the battery disconnect switch at the fusebox. Accessible via the flip-open door.
260-0Y	BAE ELECTRONIC COOLING PACKAGE (ECP)	(B),EMP cooler with Ametek pump for propulsion control and accessory power system.
260-0Z	BAE ENERGY STORAGE SYSTEM (ESS)	(B),3G-32K (Next Gen)
260-10	ACCESSORY POWER SUPPLY	(A),BAE APS3 (Accessory Power System). Note: Replaces belt-driven alternator, delivers 24/28 volt DC power, 510 Amp @ 27.5V. Dual high voltage accessory outputs, 30 kW + 60 kW @ 208/230 VAC 3-phase.
260-15	ROOF FAIRING / SKIRTS ENCLOSURE	(S),Fairing with full length skirts for XDE's.
260-1B	BATTERY VOLTAGE EQUALIZER QUANTITY	(B),One
269-01	P.A. AMPLIFIER MFR / TYPE	(A),Included with AVA or AVL system.
269-0G	INTERIOR SPEAKER MFR	(B),TCB
269-0H	PRIMARY INTERIOR SPEAKERS	(B),Six: four to light panels, two above rear bench.
269-0K	EXTERIOR SPEAKERS, LOCATION	(B),At basic location above entrance. Includes baffled cover.
269-0M	EXTERIOR SPEAKER MFR	(B),Shekonic
269-0Z	PRIMARY PA SYSTEM	(A),To AVA/AVL System
269-13	EXTERIOR SPEAKER QUANTITY	(B),One
269-14	EXTERIOR SPEAKERS, LOCATION, REAR, MFR	(B),Not required.
269-1B	AMPLIFIER LOCATION	(B),Mounted on front position of sawtooth panel above driver.
269-1E	EXTERIOR SPEAKER COIL	(B),Single coil.
273-01	HEADLIGHTS	(S),NFIL Xcelsior LED low beam and high beam headlights.
273-02	DAY RUN HEADLIGHTS	(B),Required.
273-03	FRONT TURN SIGNALS	(S),NFIL amber LED. Integrated with headlight assembly.
273-06	TAIL LIGHT ARRANGEMENT	(B),Amber, red (stop/tail), red (stop/tail), white.
273-07	TAIL LIGHTS MFR	(B),4" Dialight LED, grommet mounted.
273-09	WHITE BACK-UP LIGHT MFR	(B),4" Dialight LED, grommet mounted.
273-0A	STOP LIGHTS ON WITH RTRDR/REGEN BRAKE	(B),Required.
273-0B	STOP LIGHTS ON WITH PARK BRAKE OR INTERLOCK	(S),When park brake or interlock are engaged.
273-0E	CENTER STOP / DECELERATION LIGHTS	(B),One Dialight 18" X 1" LED to indicated when bus is decelerating.
273-0F	CENTER STOP / DECELERATION LIGHTS LOCATION	(B),Stop Lights placed horizontally next to each other, at the bottom center of upper rear panel (above propulsion door)
273-0G	LIGHTED REAR STOP SIGN	(B),Not required.
273-0H	SIDE TURN SIGNALS, TYPE / QTY PER SIDE	(B),2 amber Dialight LED Lamps, 12 volt.

Option	Description	Tech Summary Description
273-0J	SIDE TURN SIGNAL FUNCTIONALITY	(B),Single intensity, Dialight LED lamps.
273-0K	SD TURN SGNL GUARD BRKT, MATERIAL/CTG	(B),Aluminum, painted per paint scheme.
273-0M	CURBSIDE TURN SIGNALS LOCATION	(B),Lamps are aft of front and fore of rear wheelhouses.
273-0N	STREETSIDE TURN SIGNALS LOCATION	(B),Lamps are fore of all wheelhouses.
273-0P	KNEELING/RAMP LIGHT AT ENTRANCE	(S),2.5" Dialight LED.
273-0T	MARKER / CLEARANCE LIGHTS	(B),Dialight LED without guard all around.
273-0V	REFLECTORS	(B),Self-adhesive decals installed at NFIL basic positions.
273-0W	REAR LICENCE PLATE LIGHT	(B),LED.
273-10	TIMED SHUT-OFF, ENTR AREA LIGHTS	(B),The program is set to shut the lights off when the door closes.
273-12	TIMED SHUT-OFF, EXIT AREA LIGHTS	(S),The program is set to shut the lights off five seconds after the door closes.
273-18	STROBE LIGHTS, SWITCH	(B),Not required.
277-02	INTERIOR PASSENGER LIGHTING	(B),NFIL LED, 24 VDC.
277-04	INTERIOR LED LIGHT FUNCTIONALITY	(B),First bank of lights (at 0% pre-set) on each side turn on when entrance door is opened and off when door is closed.
277-07	EXIT BASEPLATE / ELEC PNL ACCESS	(B),At each exit door, NFIL set-up, through removable ad frame.
277-0B	TINTED LED PASSENGER LIGHT COVERS	(B),White for all lights.
277-0C	FAREBOX LIGHT	(B),One fixed LED light.
277-0F	DRIVER'S LIGHT	(B),One sealed 2.5" white high output Smartrend LED light.
277-0K	SDS SERVICE LIGHT	(B),One LED lamp, provided at upper front of SDS enclosure.
277-0M	SDS SERVICE LIGHT SWITCH CONTROL	(B),With switch.
277-0N	PROPULSION COMPARTMENT LIGHTS	(B),Smartrend, four 1.38" LED lights.
277-0V	REAR DECK STEP LIGHT	(B),LED.
277-0W	INTERIOR DOOR HEADER LIGHTS, ANTI-GLARE SHIELD COLOR	(B),LED strip light (approx 18" long) provided above doors. With black anti-glare shield.
277-0Y	INTERIOR DOOR HEADER LAMPS QUANTITY	(B),Single LED strip light (approx 18" long) provided above doors. With anti-glare shield.
277-1A	REAR PLC AND FUSEBOX SERVICE LIGHTS	(S),Provided, LED.
280-01	PASSENGER SIGNAL CHIMES	(B),One basic electronic chime above driver. Chime has single tone which sounds once for regular activation, twice for wheelchair positions.
280-0E	TOUCHTAPE PASSENGER SIGNALS	(A),Yellow. Installed on all pier panels and harness covers aft of front wheelhouses.
280-0T	PASSENGER SIGNAL TYPE AT WHEELCHAIR POSITIONS	(B),Basic touchtape.
280-0V	PUSH BUTTON SIGNAL AT EXIT	(B),Mounted facing aisle on stanchion fore of exit.
284-01	ELECTRONIC CONTROL SYSTEM	(S),Vansco.
284-02	SYSTEM VOLTAGE	(S),24 VDC primary, 12 VDC secondary.
284-03	SWITCHES	(S),Water resistant.
284-04	SPARE INPUT/OUTPUT PORTS FOR MULTIPLEX SYSTEM MODULES	(S),Minimum 10% input and 10% output, per electrical panel location.
284-06	HAZARD WARNING LIGHTS	(S),Front, side and rear lights flash for hazard warning.

Option	Description	Tech Summary Description
284-0B	SDS ELECTRICAL PANEL ORIENTATION	(B),Facing curbside.
284-0D	SDS ELECTRICAL PANEL LOCATION	(B),Mounted on backside of SDS rack.
284-0F	ENTRANCE DOOR CONTROLLER	(B),Basic with 5 position settings.
286-01	INSTRUMENT PANEL	(B),LCD display screen. Acrylic material with luminescent lighting, with Vansco Instrument Panel Cluster module.
286-02	SHIFT SELECTOR LOCATION	(S),Located on instrument panel.
286-03	EXTERIOR LAMP TEST	(S),Simultaneously depress both turn signals.
286-04	SPEEDOMETER	(S),part of Vansco instrument panel cluster. Set to display miles. With odometer (the display can be toggled to show Trip1, Trip 2, engine hours).
286-05	AUDIBLE SOUND FOR TURN SIGNALS/HAZARDS	(B),Using click sound for turn signal and for hazard warning.
286-0C	REGENERATIVE BRAKE DISABLE SWITCH LOCATION	(B),In sawtooth panel above driver.
286-0D	SILENT ALARM	(A),required.
286-0F	SILENT ALARM SW LOCATION	(A),At side console.
286-0P	DIAGNOSTICS PLUG LOCATIONS	(A),under the front dash (left of the steering column), at fwd face of the SDS barrier (above driver) and at the engine switch box and one BAE diagnostic connector at fwd face of the SDS.
286-10	TWILIGHT SENSOR	(B),Not required.
286-1J	BLANK PLATE(S) FOR SAW TOOTH PANEL	(B),Not required.
286-NEW	ADDITIONAL IP REQUIREMENTS	(T),Additional instrument panel requirements - brake application gauge and 1" stop request light required on the instrument panel.
289-01	SECUREMENT OF HARNESES	(B),Hellerman tyton clamps, with Panduit releasable cable ties.
296-01	WIRING DECAL,REAR PLC AND FUSEBOX	(S),Provided, laminated.
296-02	WIRING DECAL,SIDE CONSOLE	(B),Laminated, shipped loose.
298-01	WATER TEST DURATION	(B),10 minutes.
298-02	WATER TEST DURATION A/C	(B)Water Test with A/C off
304-01	EXTERIOR PAINT TYPE	(S),Axalta Imron Elite high solids polyurethane.
304-03	PAINTED JACK PADS	(B),Not required.
304-06	HIGH VOLTAGE SAFETY DECALS	(S),Required.
304-07	CORROSION PROTECTION	(B),grit blasted frame, moisture cure zinc-rich primer (applied for 12 year warranty protection), anti-chip undercoating, corrosion preventive coating sprayed inside frame tubes up to roof line.
304-09	EXTERIOR LOGOS,NFIL	(B),Required.
304-0A	EXT DECALS,CUSTOMER SPECIFIC	(A),Required. Customer to provide the Engineering paint group with specific requirements.
304-0E	PASSENGER COMPARTMENT DECAL LANGUAGE	(A),English / Spanish. Passenger compartment decals are the decals within the area of the coach designed for the seating of passengers and that are intended primarily for passenger viewing.
304-0F	INTERIOR FLEET NUMBER DECALS	(B),Required.
304-0G	MAINTENANCE DECAL LANGUAGE	(A),English and Spanish. Maintenance decals are the decals that will be referenced primarily when performing maintenance on the coach.
304-0H	KNEELING / RAMP DECALS	(B),NFIL basic ramp & kneeling decal (red on white) and an arrow decal (red and black) provided near the kneeling / ramp deployment lights.
304-0J	AIR TANK DECALS	(B),NFIL basic.
304-0M	EXT FLEET NUMBERS,NON-ROOF	(B),Required (reflective).
304-0N	EXTERIOR FLEET NUMBERS,ROOF	(B),Required (reflective).
304-0U	HYBRID SAFETY DECALS	(B),Required.

Option	Description	Tech Summary Description
306-02	FIRE EXTINGUISHERS	(B),5 lb ABC class. With gauge, hose and mounting bracket. UL compliant for US customers.
306-03	FIRE EXTINGUISHER LOCATION	(B),Mounted on the horizontal surface of the luggage rack fore of the driver's barrier.
306-05	SAFETY TRIANGLE LOCATION	(B),Behind the driver.
306-08	FIRST AID KIT LOCATION	(A),Behind driver.
306-09	BLOODBORNE PROTECTION KIT	(A),Required in CS equipment box.
306-0A	BIO-HAZARD DISPOSAL KIT	(B),Not required.
350-01	DRIVER'S PEDALS, POSITION / TYPE	(B),Pedals not adjustable fore/aft. Brake pedal angle set at 45 degrees from pedal to floor. Throttle pedal angle set at 45 degrees from pedal to floor.
350-04	BRAKE VALVES	(S),E6.
350-07	TURN SIGNAL SWITCHES	(B),Basic switches, floor mounted.
350-08	DIMMER SWITCH	(B),Foot switch located beside side console panel.
350-0D	HAZARD WARNING LIGHT SW LOCATION	(B),On side console.
350-0G	STEERING COLUMN	(B),Douglas Autotech with tilt and telescopic features.
350-0H	STEERING WHEEL	(B),2 spoke, 18" diameter hard padded.
350-0M	DUAL HORN	(B),Provided with splash shield.
400-01	JACKING / LIFTING PADS	(B),4" diameter round pads at front and rear chassis.
420-01	DISREGARD	(B),Top hinged with two gas struts, and four quarter turn chrome plated 5/16" square key latches.
420-02	EXTERIOR SIDE PANELS	(S),Fiberglass.
420-05	CURB & STREET SIDE ENG COMPARTMENT, SIDE CONSOLE ACCESS DOORS, STRUTS	(B),Supported by gas struts.
420-06	CURB & STREET ENG COMPARTMENT, BATTERY DOORS, LATCHES	(B),Quarter turn chrome plated 5/16" square key latches. Also, used for the separate battery access door.
420-07	CURBSIDE PROPULSION COMPARTMENT DOOR	(B),Includes battery disconnect switch access door (using a gas strut) and a DEF manual fill access door.
420-0A	STREET SIDE ENGINE (RADIATOR) ACCESS DOOR	(B),With wavy screen.
420-0B	BATTERY COMPARTMENT DOOR	(B),Solid door located aft of the curb side rear wheel, separate from the engine/propulsion compartment.
420-0C	DIESEL FUEL FILL DOOR	(B),Basic hinged door located forward of the curbside rear wheelhouse.
420-0D	SURGE TANK DOOR	(B),Basic hinged door.
420-0F	SIDE CONSOLE DOOR LATCHES	(B),Quarter turn chrome plated 5/16" square key quad latches.
420-0G	PROPULSION DOOR	(B),Solid door with built-in handle.
420-0H	PROPULSION DOOR STRUTS	(B),Two, the streetside strut has a locking mechanism.
420-0J	PROPULSION DOOR LATCHES	(B),Quarter turn chrome plated 5/16" square key quad latches.
420-0M	REAR LICENSE PLATE RETENTION	(B),Centered with bottom retainer and two upper inserts.
420-0N	ENGINE DOOR PROXIMITY SWITCH	(A),Required on Curb Side.
420-0P	RAIN GUTTER	(S),0.44" cross section bonded.
420-0R	ROOF HATCH INSTRUCTION LANGUAGE	(A),English / Spanish.
420-0T	ROOF HATCH SIZE,FRONT	(B),24" X 24"
420-0U	ROOF HATCH TYPE,FRONT	(B),Basic hatch/vent.

Option	Description	Tech Summary Description
420-0V	ROOF HATCH VENDOR,FRONT	(B),Transpec Worldwide.
420-15	ROOF HATCH SIZE,REAR	(B),24" X 24"
420-16	ROOF HATCH TYPE,REAR	(B),Basic hatch/vent.
420-17	ROOF HATCH VENDOR,REAR	(B),Transpec Worldwide.
420-1B	WIPERS	(B),Comotech motors 24 volt electric with Smartrend wet arm wipers. Intermittent.
420-1E	WINDSHIELD WASHER BOTTLE	(B),5 US gallon with electric powered pump mounted using 4 weld nuts.
420-1F	WINDSHIELD WASHER FILL LOCATION	(S),Accessed via a flip-out door built into the exterior side console access door.
420-1G	LOWER DRIVER'S VENT	(B),Provided.
420-1H	FENDERS	(B),Molded polyurethane.
420-1M	EXTERIOR UPPER REAR	(B),Fiberglass panel with no door and no window.
420-1T	FRONT LICENSE PLATE LOCATION	(B),On center of defroster door.
420-1U	FRONT LICENSE PLATE RETENTION	(B),Four inserts.
420-24	WIPERS, MOTOR ARM LENGTH	(B),34" long arm
420-25	WIPERS, WIPER BLADE LENGTH	(B),25" long blade
420-26	WIPERS, SPRAY STREAMS PER ARM	(B),2 streams per arm
420-28	ROOF HATCH TUNNEL, REAR	(B),Rear roof hatch, tunnel design. Not required.
421-01	INSULATION,SIDEWALL AND ROOF	(S),Polyisocyanurate foam. meets Docket 90 spec.
421-02	INSULATION,EXHAUST CAVITY	(S),Heat-resistant fiberglass mat.
421-03	PROPULSION COMPARTMENT INSULATION	(S),Noise reduction acoustical foam, retained by perforated aluminum panels.
422-02	CEILING PANELS AFT OF FRONT WHEELHOUSE INCLUDING REAR PLC	(B),Antique white plastic, SST trim.
422-03	CEILING / HVAC COVER PANELS ABOVE FRONT WHEELHOUSES	(B),Antique White fiberglass.
422-04	HVAC RETURN AIR GRILLE DOOR LOCK	(B),2 quad latches.
422-05	ENTRANCE / DRIVER'S AREA PANELS COLOUR	(B),black. Includes dash, dest sign c/out, ent. mech. box, driver's o/head panels. and if used, ent. floor heat duct, frt. RH harness cover is black powder coated alum.
422-06	DRIVER'S CEILING PANEL MATERIAL	(B),Melamine.
422-07	INTERIOR PIER PANEL MATERIAL	(B),Thermoplastic.
422-08	PIER PANEL COLOUR	(B),Antique white, Thermoplastic.
422-0A	INTERIOR LOWER SIDEWALL MATERIAL	(B),Melamine
422-0C	INTERIOR SIDEWALL MELAMINE	(B),Charcoal Grey Gloss.
422-0D	INTERIOR PROPULSION COMPARTMENT ACCESS PANEL	(B),There is a single hinged panel under the rear seat.
422-0E	INTERIOR UPPER REAR PANEL	(A),Bulkhead panel covered with melamine material. Does not have large central access door.
422-0F	CARPET / FABRIC,UPPER REAR INTERIOR PANEL	(A),Black axis with 1/2" plywood backing.
422-0G	MELAMINE UPPER REAR INTERIOR PANEL	(B),Antique white gloss.
422-0H	TRIM,MELAMINE UPPER REAR INTERIOR PANEL	(B),Painted steel to match panel.

Option	Description	Tech Summary Description
422-0K	CURB AND STREET SIDE REAR BULKHEAD ACCESS PANELS	(A),Melamine covered DB plywood.
422-0M	HRNS/AIR LINE COVERS AT UPPER DECK	(B),Painted flat black.
422-0N	FRT DEST SIGN DOOR LATCHES	(B),Short wing quad latches.
422-0P	DRIVER'S OVERHEAD PANEL	(S),With locker.
422-0R	DRIVER'S LOCKER LATCH	(B),Short wing quad latch.
422-0T	DRIVER'S COAT HOOK AND STRAP	(B),Located on the forward face of the harness cover behind the driver.
422-0U	SECURE DIAGNOSTIC STATION	(B),Above street side front wheelhouse. Incorporates driver's barrier. With four Take One pockets. Quantity of trays as per customer and / or as per electronic equipment within compartment.
422-0V	SDS ENCLOSURE COLOUR	(B),Flat Black.
422-0W	SDS ENCLOSURE DOOR LATCHES	(B),5/16" square key quad latch.
422-13	FRONT SUNVISOR / ROLLERBLINDS	(B),Black rollerblind. Scissor type with 20" travel and 44" wide
422-14	SIDE SUNVISOR/ROLLERBLIND	(B),Black rollerblind. Scissor type with 20" travel.
422-15	SQUARE KEY T-HANDLE	(B),Located at lower left of driver.
422-16	ENTRANCE MECHANISM BOX DOOR LATCH	(B),Two short wing quad latches.
422-18	GRAB HANDLE NEAR FRONT ROOF HATCH	(B),Required.
422-19	FLOOR HEAT DUCT MATERIAL	(B),Leathergrain textured SST.
422-1B	C/S,S/S REAR BULKHEAD ACCESS PANELS, OPENING METHOD	(B),Removable access panels.
422-1R	FRONT DASH, ACCESS PANEL LATCH	(B),Quarter turn, black powder coated 5/16" square key quad latches.
422-1W	INTERIOR UPPER REAR PANEL, TRIM OPTIONS	(B),Flat Trim Design
422-23	INTERIOR REAR PLC ENCLOSURE, LATCHES	(B),5/16" square key quad latch.
423-01	REAR EXTERIOR AD FRAME SIZE AND LOADING SIDE	(A),Frame size 15"x66". Loading side, bottom.
423-02	STREET SIDE EXTERIOR AD FRAME SIZE AND LOADING SIDE	(A),Frame size 30"x144". Loading side, right.
423-05	CS EXTERIOR AD FRAME SIZE AND LOADING SIDE	(T),Frame size 30"x108". Loading side, left
423-0B	AD FRAME, SDS ENCLOSURE, FRAME MATERIAL	(B),Not required.
450-02	FLOORING	(B),Lower deck uses pressure treated NT ACQ plywood. Upper deck uses composite for step and floor to the rear wheelhouses and NT DB ACQ plywood to the rear.
450-03	DRIVESHAFT / TRANSMISSION / DRIVE MOTOR ACCESS PANELS	(B),Two panels set in the floor, one to access the driveshaft and the other to access the transmission.
450-06	ALTRO FLOOR COVERING	(A),Black TFM 27892 (2.7 mm / 0.11" thick) for aisle and underseats.
450-0A	STEP TO UPPER DECK	(B),Yellow anti-slip coating is applied to the edges and vertical faces of the step.
450-0B	FRONT AXLE STAND-EE LINE	(B),One yellow flooring safety lines provided fore of the hump at the front axle.
450-0C	ENTRANCE NOSING	(B),Nosing is 2" wide yellow anti-skid applied to the ramp.

Option	Description	Tech Summary Description
450-0D	EXIT NOSING	(B),2.5" yellow nosing for Altro / Tarabus flooring.
450-0F	REAR SEAT RISER COVERING MATERIAL	(B),Same material and colour as used for the flooring.
450-0J	DRIVER'S PLATFORM FLOORING	(A),Altro, Black TFM 27892 (2.7 mm / 0.11" thick)
450-0K	DRIVER'S PLATFORM TRIM	(B),SST.
450-0M	OUTER WHEELHOUSES	(A),SST front and rear. The rear have provisions for tire chain clearance.
450-0N	INTERIOR FRONT W/HOUSE (LUGG RACK) COLOURS	(B),Matte black, painted stipple. An LED aisle light is provided on the streetside. Also, SST scuff guards are provided.
450-0T	TRIM UPPER DECK	(B),Aluminum.
450-13	INTERIOR FRONT W/HOUSE (LUGG RACK), SCUFF GUARDS	(B),Standard height scuff guard
450-14	EXIT DOOR, WHEELHOUSE AND UPPER DECK TRIM, MATERIAL	(B),Aluminum Trim
460-01	WINDSHIELDS	(B),72% light transmittance green laminated. With blue shade band for street and curb sides.
460-02	WINDSHIELD PROTECTIVE FILM	(B),Required for coach delivery beyond a 500 mile radius of final assembly.
460-04	PASS / DRVR'S WINDOWS MANUFACTURER	(B),Arow Global non-flush mounted.
460-06	NON-FLUSH PASSENGER WINDOWS	(B),Bottom is fixed, top tip-in.
460-07	SDS WINDOW	(B),Full fixed picture window. Glazing matches passenger window, fully masked on interior side.
460-09	NON-FLUSH WINDOW GLAZING	(B),Grey, 44% light transmittance, laminated.
460-0B	NON-FLUSH WINDOW LOCKS	(B),Locking set-screw.
460-0C	WINDOW FRAME COLOUR	(B),All window frames are black anodized.
460-0D	WINDOW EMERGENCY EGRESS	(B),minimum quantity based on FMVSS requirements, local, state/provincial, federal regulations or customer spec whichever is greater.
460-0E	SIDE DESTINATION SIGN WINDOWS	(B),Curbside. Fixed clear top and fixed bottom. Bottom matches passenger window glazing. (review 470 for side sign details).
460-0G	WINDOW GLAZING REPLACEMENT	(B),Rapid replacement.
460-0H	PASS WINDOW LINERS AND COATINGS	(A),3M multi-layer film on all windows.
460-0J	PASS WINDOW THICKNESS	(B),6 mm
460-0M	DRIVER'S WINDOW, NON-FLUSH	(B),With fore and aft sliding sashes. The forward sash has exterior and interior handles. Non-egress.
460-0N	AFT SASH, NON-FLUSH DRIVER'S WINDOW	(B),With interior handle and latch.
460-0P	DRIVER'S WINDOW GLAZING	(B),Laminated with minimum 70% light transmittance.
470-01	DESTINATION SIGNS MFR	(A),Twin Vision Smart Series, LED display system.
470-02	DEST SIGN CONTROL UNIT LOCATION	(B),Under driver's overhead panel.
470-05	TWIN VISION FRT.DEST.SIGNS	(B),Smart Series 3, LED amber, 16 x 160.
470-07	FRONT DESTINATION SIGN GLASS	(B),Laminated.
470-0A	CURB SIDE DESTINATION SIGN LOCATION	(A),At the second window, aft of the entrance door.
470-0C	TWIN VISION CURBSIDE DEST.SIGNS	(A),Smart Series 3, LED, amber, 14 x 112 (42.25" wide display).
470-0G	FRONT ROUTE SIGN	(A),Twin Vision Smart Series 3, LED, Amber, 12 x 40, non-addressable. This is a front route sign which is controlled by direct input using the Operator's keypad.

Option	Description	Tech Summary Description
470-0H	REAR ROUTE SIGN, LOCATION	(B), At the upper curbside.
470-0K	TWIN VISION REAR ROUTE SIGNS	(A), Smart Series 3, LED, amber 16 X 48.
470-0P	AVA / AVL SYSTEM	(A), Trapeze ITS (Continental / Siemens) VEIVLU system installed by NFIL, including antenna(s), cabling, ground plates and components.
470-10	AVA/AVL LED SIGN LOCATION	(A), Required on the HVAC overhead enclosure.
470-11	AUTO VEHICLE MONITORING SYSTEM (AVM)	(A), Zonar
470-16	NEW FLYER CONNECT-DIAGNOSTIC & MONITORING SYSTEM	(A), Diagnostic & Monitoring - required with driver maneuver awareness system (DMAS).
480-02	EXTERIOR MIRROR MANUFACTURER	(B), Hadley.
480-03	EXTERIOR SS MIRROR GLASS STYLE	(B), 2/1 (upper portion is flat, lower portion is convex).
480-04	EXTERIOR SS MIRROR GLASS SIZE	(B), 8" x 15"
480-05	EXTERIOR SS MIRROR HEATING REQUIREMENTS	(A), Heated.
480-06	EXTERIOR SS MIRROR POWER OPTIONS	(A), Dual remote control. (The upper and lower portions are remote controlled.)
480-08	EXTERIOR SS MIRROR ARM FUNCTIONALITY	(B), Pull back. Mirror arm is manually returned to its previously set position after deflection.
480-09	STREET SIDE MIRROR MOUNT	(A), High mount.
480-0E	EXTERIOR CS MIRROR GLASS STYLE	(B), 2/1 (upper portion is flat, lower portion is convex)
480-0F	EXTERIOR CS MIRROR GLASS SIZE	(B), 8" x 15"
480-0G	EXTERIOR CS MIRROR HEATING REQUIREMENTS	(A), Heated.
480-0H	CURB SIDE MIRROR POWER OPTIONS	(B), Dual remote control. (The upper and lower portions are remote controlled.)
480-0K	EXTERIOR CS MIRROR ARM FUNCTIONALITY	(B), Pull back. Mirror arm is manually returned to its previously set position after deflection.
480-11	STREET / CURB SIDE HEATED MIRROR ACTIVATION	(A), Controlled by switch at the side console with a light.
480-12	INTERIOR MIRRORS, MANUFACTURE R	(B), Allegis.
480-13	DRIVER'S REAR VIEW MIRROR	(B), 8" x 15", black, convex.
480-14	SPOT MIRROR	(B), 6" diameter flat mirror with short arm, located at curbside front.
480-15	EXIT DOOR MIRROR	(B), convex, 12" diameter, mounted on curved modesty panel stanchion.
480-26	STREET/ CURB SIDE MIRROR ARM MATERIAL	(B), Carbon steel
490-01	ENTR DOOR DRIVE SYS	(B), Pneumatic
490-02	ENTRANCE DOOR	(B), Vapor slide glide.
490-03	ENTR DOOR LIMIT SWITCH SET-UP	(B), Micro-switch (mechanical).
490-04	ENTRANCE EMERGENCY RELEASE VALVE	(B), Within mech box.
490-05	ENTRANCE DOOR MAGNETIC DUMP VALVE	(B), Required, located at baseplate.
490-07	ENTR/EXIT FRANG. COVER, LANGUAGE	(A), English and Spanish.
490-09	ENTRANCE DOOR COLOUR, INTERIOR	(S), Black

Option	Description	Tech Summary Description
490-0B	ENTRANCE DOOR HANDLES	(B),Yellow powder coated.
490-0K	ENTRANCE DOOR GLAZING	(B),Full length single piece, 72% green.
490-0V	ENTR/EXIT FRANG.COVER	(S),Perforated cover
490-0W	ENT AND EXIT DOORS, INTERIOR AND EXTERIOR PANEL COLOR	(B),Black Powder Coat
491-01	EXIT DOOR DRIVE SYS	(B),Pneumatic
491-02	EXIT DOOR	(B),One rear curbside exit door. Medium Ameriview Vapor Slide Glide, 34.8" between panels.
491-03	SLIDE GLIDE EXIT LIMIT SWITCH	(B),Micro-switch (mechanical).
491-04	EXIT DOOR CONTROL	(A),Vapor Class Acoustic Sensing System. Activates door opening and detects obstruction on closing.
491-06	CLASS SYSTEM VOICE ANNUNCIATION	(A),Female voice. English and Spanish instructions programmed as per customer requirement.
491-0D	EXIT DOOR SENSITIVE EDGE	(B),Pnumatic sensitive vertical edge sensor provided at all exit doors.
491-0H	EXIT FRANGIBLE COVER SECUREMENT	(B),Magnetic latch.
491-0M	EXIT DOOR ASSIST HANDLES	(B),Yellow powdercoated, UPA-3 Aluminum
491-0P	EXIT DOOR GREEN LIGHT	(B),LED green light indicates that the exit door is set to open.
491-0T	EXIT DOOR ALARM	(B),Buzzer and red 'rear door open' indicator at the instrument panel activated when the sensitive edge is triggered.
491-0U	EXIT DOOR GLASS SIZE	(B),Full length.
491-0V	EXIT DOOR GLAZING	(B),6 mm
491-12	EXIT DOOR GREEN LIGHT MOUNTING ORIENTATION	(B),Exit door green light mounted horizontally on baseplate
491-14	X35/X40 SS EXIT DOOR	(B),Not Required
526-01	40' PASSENGER SEAT QUANTITY	(B),40
526-04	PASSENGER SEAT MANUFACTURER	(A),United State Seating
526-05	USS PASSENGER SEAT MODEL	(A),Citipro seats.
526-09	REAR BENCH SEAT	(S),1-3-1 hinged seat.
526-0A	PASSENGER SEAT MOUNTING	(B),Cantilever.
526-0B	SEAT MOUNTED GRABRAIL	(B),Composite resin.
526-0C	FIRST SEAT,CURBSIDE UPPER REAR	(B),Forward facing.
526-0D	FIRST SEAT,STREETSIDE UPPER REAR	(B),Forward facing.
526-0F	PASSENGER SEATING BARRIER	(B),Pedestal mounted barrier.
526-0G	SEAT POSITION,FORWARD OF REAR EXIT	(B),Forward facing.
526-0U	RECARO DRIVER'S SEAT MODEL	(A),Ergo MC2
526-0V	RECARO DRIVER'S SEATBELT EXTENDER	(A),Required.
526-0W	DRIVER'S SEAT COVER	(B),All vinyl.
526-0Y	DRIVER'S SEAT BELT	(A),Lap belt with retractor on left hand side.
526-10	DRIVER'S SEAT BELT COLOR	(B),Black
526-14	DRIVER'S SEAT BASE RISER	(B),Black powdercoated steel.
526-17	DRIVER'S SEAT HEADREST	(B),Required, fabric headrest

Option	Description	Tech Summary Description
526-18	WHEELCHAIR POSITIONS, QUANTITY	(B),Two. At basic locations, one aft of the curbside and one aft of the streetside front wheelhouses.
526-19	CS WHEELCHAIR RESTRAINT SYSTEM	(B),Forward facing barrier with Advance Restraint Module front restraint.
526-1A	SS WHEELCHAIR RESTRAINT SYSTEM	(B),Forward facing barrier with Advance Restraint Module front restraint.
526-1D	SHOULDER HARNESS,W/CHR RESTRAINTS	(B),Secured to structure (pier panel),one on curbside and one on streetside.
526-1F	STANCHION / GRABRAIL STYLE	(B),Curved style vertical stanchions. Using cast SST fittings for vertical and horizontal stanchions.
526-1G	OVERHEAD HORIZONTAL GRABRAILS	(B),SST.
526-1H	OVERHEAD GRABRAIL HANDHOLD STRAPS	(A),Flexible grey PVC straps, secured to horizontal stanchions, locations as per customer spec.
526-1J	OVERHEAD GRABRAIL HANDHOLD STRAPS,QUANTITY	(A),Fourteen
526-1K	COLOR - STANCHIONS AT EXITS & RR RISER STEP	(B),Yellow SST.
526-1N	VERT AFT OF S/S FRT W/HOUSE	(B),To match colour of vertical seat stanchions (see Option 526-1T).
526-1P	VERT FORE OF C/S FRT W/HOUSE	(B),Yellow SST.
526-1R	VERT AFT OF C/S FRT W/HOUSE	(B),To match colour of vertical seat stanchions (see option 526-1T).
526-1T	COLOR - VERTICAL STANCHIONS AT SEATS	(B),SST.
526-22	FRONT CURBSIDE LUGGAGE RACK	(B),Horizontal tube wraps around aft, aisle and fore sides.
526-23	FAREBOX GRABRAIL STYLE	(A),SST wrap around stanchion.
526-24	FAREBOX GRABRAIL SHIPLOOSE	(B),Shipped loose farebox wrap around stanchion not required.
526-26	MODESTY PANEL MELAMINE COLOR	(B),Charcoal Grey Gloss
526-27	C/SIDE FORE UPR DECK MOD PNL, GAP	(B),Approximately 2" diagonally.
526-29	BARRIER AT STREET SIDE REAR RISER	(B),Modesty panel (material and color per 526-25/526-26).
526-2C	PASSENGER DRAFT SHIELD LOCATION	(B),Passenger draft shield not required
526-2J	DRIVER'S DOOR	(A),One piece, full height Arrow Global driver's door with sliding glass top.
526-2M	BARRIER FWD OF EXIT(S)	(B),Upper panel, 0.5" clear polycarbonate, basic width.
526-2T	EMERGENCY INSTRUCTIONS	(A),English / Spanish.
526-32	DRIVER'S SEAT, FORE/AFT SEAT TRAVEL	(B),The fore / aft seat travel is 9.45".
526-34	CURB SIDE SEAT POSITION,AFT OF BAY FORWARD REAR EXIT	(A),Not required.
526-36	DRIVER'S DOOR COLOR	(A),Black powder coated door with black farebox stanchion.
526-37	FRONT CURBSIDE LUGGAGE RACK COLOR	(B),SST
526-3A	INTERIOR LUGGAGE RACK, STANCHION COLOR	(B),SST.
526-3B	FAREBOX GRABRAIL COLOR	(B),Yellow
526-NEW	DRIVER'S SEAT HEAT REQUIREMENT	(T),Heated
549-02	HVAC UNIT 1	(A),Thermo King RLFE rooftop A/C unit

Option	Description	Tech Summary Description
549-04	HVAC UNIT MOTOR TYPE	(S),Brushless motor for primary heating & cooling system.
549-05	REFRIGERANT	(A),R-407C freon.
549-06	HVAC AIR INTAKE	(B),Recirculated air only.
549-07	HVAC RETURN AIR FILTER	(B),TK polyester (disposable) filter.
549-0C	HVAC SYSTEM VALVES	(S),Brass ball valves with basic handles.
549-0D	A/C AND HEATER LINE CLAMPS	(B),Ideal.
549-0E	A/C COMPRESSOR	(S),Electric driven compressors integrated into the TK RLFE unit and TK TE15 unit.
549-0F	A/C COMPRESSOR HOSE	(S),Duraflex convoluted stainless steel, braided.
549-0J	HVAC ELECTRONICS	(B),Thermo King Intelligaire 3, valid for A/C or heater units. With limited diagnostic capabilities.
549-0K	HVAC CONTROL PANELS	(B),Thermo King, installed at the HVAC unit.
549-0N	A/C PRESSURE READINGS	(B),Obtained via the Thermo King Intelligaire 3 control panel.
549-15	HVAC FAN SPEED SWITCH	(B),Not required.
549-16	BOOSTER PUMP	(B),Valeo SPump 260W CAN capable.
549-1A	DEFROSTER	(B),Ametek 3 speed brushless motor, electrically controlled damper.
549-1E	AUXILIARY/CABIN HEATER	(T),Valeo Thermo DC 200 (20 kw) @ 690V electric heater.
549-1M	AUX HTR BYPASS FOR ENGINE	(S),Required to route auxiliary heated coolant to engine when interior of coach is warm.
549-1R	ENTRANCE DOOR RAMP HEATER	(A),Single speed, defroster controlled.
549-20	FRONT CURB SIDE FLOOR HEATER SYSTEM	(B),Mobile Climate Control unit with low noise EBM centrifugal brushless motor. The casing is SST with plain finish with black plastic end caps. (note: exact position may be dependant on seating layout.)
549-22	FRONT STREET SIDE FLOOR HEATER SYSTEM	(B),Mobile Climate Control unit, with low noise EBM centrifugal brushless motor. The casing is SST with plain finish with black plastic end caps. (note: exact position may be dependant on seating layout.)
580-01	FRONT WHEELCHAIR RAMP	(B),NFIL ramp at front door. 32" wide, with 1:7 slope.
580-02	FRONT RAMP CONTROL	(B),Ramp switch at driver's instrument panel.
580-08	WHEELCHAIR RAMP,SURFACE	(B),Covered with Full Metal Jacket anti-skid treatment. The leading edge is yellow FMJ, the side flanges are painted yellow.
580-0G	KNEELING/RAMP DEPLOYMENT WARNING BEEPER	(B),Piezo buzzer.
580-0H	FRONT KNEELING/RAMP DEPLOYMENT WARNING BEEPER LOCATION	(B),Curbside under front mask.
580-10	REAR KNEELING/RAMP DEPLOYMENT WARNING BEEPER LOCATION	(A),Not required.
600-05	BACK-UP ALARM	(B),Basic alarm located on curbside.
600-06	BACK-UP ALARM SOUND LEVEL	(B),107 dBA.
600-0J	SDS TRAY QUANTITY	(A),Four trays total.
600-0M	FAREBOX PEDESTAL	(T),Stainless Steel Material. Length = 12.38"; Width = 12.30"; Height = 1.12"
600-0N	FAREBOX	(A),41" Genfare FastFare.
600-0P	FAREBOX,SUPPLIED BY	(A),Supplied and installed by customer.
600-0R	FAREBOX POSITION / HOLES	(A),Located in NFIL preferred position whether installed by NFIL or by customer.
600-1D	CURBSIDE FRONT EQUIPMENT BOX	(A),Standard box, aluminum with paddle latch, no lock.
600-23	COFFEE CUP HOLDER/TRAY	(A),Round coffee cup holder, black.
600-26	RADIO,COMMUNICATION SYSTEM	(A),Included in the AVA/AVL system.

Option	Description	Tech Summary Description
600-29	TRAFFIC SIGNAL CONTROL SYSTEM	(A),GTT. Model 2101 computer connected to GPS based system required.
600-2G	VIDEO SURVEILLANCE SYSTEM	(A),Interior and exterior cameras.
600-2H	VIDEO SURVEILLANCE SYSTEM,MFR	(A),SafeFleet (Seon system).
600-2K	CAMERA COLOUR TYPE	(A),All cameras are colour.
600-31	FIRE SUPPRESSION	(A),Amerex Modular System.
600-32	FIRE SUPPRESSION BOTTLE LOCATION	(B),Streetside behind light panels.
600-33	FIRE DETECTION SENSORS	(A),Amerex fire detection sensors - two at streetside and one at curbside of engine compartment.
600-34	FIRE SUPPRESSION BOTTLE	(B),Amerex System with 25 lb dry chemical agent tank without inline blowout adapter.
600-35	FIRE SUPPRESSION BOTTLE ACCESS DOOR	(A),Required with sight window.
600-3V	BICYCLE RACK MANUFACTURER/MODEL	(A),Sportworks, APEX3, front mounted. Review with engineering about the allowable projection by State.
600-3W	BICYCLE RACK MOUNTING	(A),Bolted slide-in standoff
600-3Y	BICYCLE RACK REMOVAL	(A),Bolted rack.
600-3Z	BICYCLE RK MATL/COLOR	(A),SST, satin anti glare finish.
600-42	BICYCLE RACK INSTRUCTIONS	(A),English / Spanish
600-4G	TORQUE TABLE DECAL (TORQUE CHART)	(B),Not Required.
600-4Y	PASSENGER USB CHARGERS	(A),Required.
600-4Z	PASSENGER USB CHARGER LOCATION	(A),Incorporated (where available) into seats.
600-5B	AUTOMATIC PASSENGER COUNTER	(A),IRIS/IRMA (stand-alone system)
600-5K	AUTOMATIC PASSENGER COUNTER (APC) EXIT DOOR BASEPLATE SENSOR, QTY	(A),One
600-6F	FAREBOX PEDESTAL TREATMENT	(B),Black full metal jacket
600-7G	CURBSIDE FRONT EQUIPMENT BOX, COLOR	(B),Black

APPENDIX B
CRITICAL PATH SCHEDULE

SAMPLE






2631	Dates	Week	Anniston Full Build - 12xXDE40						
			Line Entry	Line Exit	Completion & Signatures	Engineering Testing	Clean/Dispatch	Delivery @ Customer Site	
			ANN						
3RD QUARTER	2021 July 5-9	28							
	2021 July 12-16	29							
	2021 July 19-23	30							
	2021 July 26-30	31	3						
	2021 Aug 2-6	32	3						
	2021 Aug 9-13	33	3						
	2021 Aug 16-20	34	3	3					
	2021 Aug 23-27	35		3	3				
	2021 Aug 30-Sep 3	36		3	3		3		
	2021 Sept 6-10	37			3	3		3	3
	2021 Sept 13-17	38				3		3	3
	2021 Sept 20-24	39						3	3
2021 Sept 27-Oct 1	40							3	
4TH QUARTER	2021 Oct 4-8	41							
	2021 Oct 11-15	42							
	2021 Oct 18-22	43							
	2021 Oct 25-29	44							
	2021 Nov 1-5	45							
	2021 Nov 8-12	46							
	2021 Nov 15-19	47							
	2021 Nov 22-26	48							
	2021 Nov 29-Dec 3	49							
	2021 Dec 6-10	50							
	2021 Dec 13-17	51							
	2021 Dec 20-24	52							
2021 Dec 27-31	53								
1ST QUARTER	2022 Jan 3-7	1							
	2022 Jan 10-14	2							
	2022 Jan 17-21	3							
	2022 Jan 24-28	4							
	2022 Jan 31-Feb 4	5							
	2022 Feb 7-11	6							
	2022 Feb 14-18	7							
	2022 Feb 21-25	8							
	2022 Feb 28-Mar 4	9							
	2022 Mar 7-11	10							
	2022 Mar 14-18	11							
	2022 Mar 21-25	12							
2022 Mar 28-Apr 1	13								
2ND QUARTER	2022 Apr 4-8	14							
	2022 Apr 11-15	15							
	2022 Apr 18-22	16							
	2022 Apr 25-29	17							
	2022 May 2-6	18							
	2022 May 9-13	19							
	2022 May 16-20	20							
	2022 May 23-27	21							
	2022 May 30-Jun 3	22							
	2022 June 6-10	23							
	2022 June 13-17	24							
	2022 June 20-24	25							
2022 June 27-Jul 1	26								

TOTAL	12	12	12	0	12	12
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NOTE: Attached is a new/updated Customer specific Schedule of your bus build(s), for your review and use. This production schedule is based on New Flyer's current production and delivery information and may be subject to further changes at New Flyer's discretion.

Please share this information with your own Inspectors and/or contracted Inspection Service. In so doing, it ensures all parties are current on the production flow of buses that must be inspected. As appropriate, Inspection Agencies with multiple Customers can then plan overall Inspection coverage.

LEGEND:

-  = SHORT WEEK
-  = SHUTDOWN
-  = FIRST PILOT

PLAN: REV. 4.0 SIM A
CREATION DATE:
CHANGES:
 Anniston Added contract in week 31/21.

SAMPLE

APPENDIX C

TESTING PROCEDURES AND PROTOCOLS, INCLUDING ACCEPTANCE TESTING

SAMPLE

Vehicle Inspection Records

Vehicle Number:	
VIN Number:	

Note: Bus Series

Customer:	
Vendor:	New Flyer
Project Number:	

Road Test Data Summary Sheet

Inspector: _____ Customer: _____
Date: _____ Vehicle Number: _____
VIN Number: _____

Step Height Front: _____ Inches Rear: _____ Inches
Kneel: _____ Inches Kneel: _____ Inches

Door Speed *Front* Open: _____ Seconds Close: _____ Seconds
Rear Open: _____ Seconds Close: _____ Seconds

HVAC Ambient _____ ° F
Interior _____ ° F

Decel @ 20 mph: _____ Feet Hand Brake: _____ Feet

Accel To 20 mph: _____ Seconds To 40 mph: _____ Seconds

Shift Speeds First: _____ mph Second: _____ mph
Third: _____ mph Fourth: _____ mph
O.D.: _____ mph Top Sp: _____ mph

Pump Down Primary: _____ PSI Secondary: _____ PSI

Recovery Time Primary: _____ PSI Secondary: _____ PSI

Attach Copy of Alignment Sheets

Inspector Comments:

Customer: _____ Inspector: _____
 Manufacturer: _____ Date: _____
 Bus Number: _____ Project Number: _____

Engine Compartment

Inspection Requirement Description	OK	NR	Comments
<i>General:</i> Ensure that all air lines, hydraulic lines, water lines, reservoirs, and wiring are properly located and secured.			
<i>General:</i> Ensure that information, data, and warning decals are present.			
<i>General:</i> Inspect gauges and switches in compartment for mounting and operation.			
<i>Electrical junction panels:</i> Inspect where applicable, pre-check during assembly.			
<i>Electrical:</i> Check for proper sealant and tightness on electrical terminals.			
<i>Electrical:</i> Check wiring for interference and proper securement. Wiring is to be loomed in areas subject to chaffing.			

Comments: _____

Customer: _____ Inspector: _____
 Manufacturer: _____ Date: _____
 Bus Number: _____ Project No.: _____

Vehicle Exterior

Inspection Requirement Description	OK	NR	Comments
Check and inspect the exterior paint and finish, starting at the entrance door and working around the vehicle in an organized fashion.			
Ensure that all exterior lights are functioning properly and have no visible damage.			
Inspect all exterior mirrors and brackets for proper clearance, operation, and no visible damage.			
<u>Paint</u> : Inspect body areas for paint over spray, sags, orange peel, and dry areas.			
<u>Decals</u> : Using the approved paint chart, verify that the proper logos, decals, and striping are present and applied in a high quality fashion. Inspect compartments and compartment doors for identification decals noting fuel, oil, battery, etc...			
<u>Windows</u> : Inspect for proper operation and no visible damage or scratches.			
<u>Bumpers</u> : Inspect front and rear bumpers for visible damage, along with proper mounting and alignment.			
<u>Exterior panels</u> : Check for proper spacing, alignment, and no visible damage.			
<u>Batteries</u> : Inspect for proper installation, type, and terminal wire integrity.			
<u>Roof structure</u> : Inspect roof for damage, sealing of hatches, paint adhesion, and installation of special items.			

Comments: _____

Customer: _____ Inspector: _____
 Manufacturer: _____ Date: _____
 Bus Number: _____ Project No.: _____

Vehicle Interior

Inspection Requirement Description	OK	NR	Comments
Inspect entrance door step well, grab rails, etc... Check driver's compartments for trash or debris, door fit, and safety equipment (flares, extinguisher, first-aid kit).			
Check lighting, both exterior and interior. Operate all lights and note any malfunctions. Check telltale alarm test panel and cycle to ensure proper operation. Note that all lights are activated when in proper cycle.			
Inspect interior paint, floor covering, and seat mountings. Look for trash behind longitudinal seats and at wheel housing areas. Inspect for over spray of paint and erratic paint lines. Ensure that all caulked seams are professional in appearance.			
Using approved seating chart, check for proper seating arrangement.			
Inspect all interior areas for sharp edges or protrusions.			
Check entrance and exit doors for proper fit and alignment, and ensure that door seals make proper contact. Cycle and check doors for proper operation, noting opening and closing speeds. Check passenger signal devices for proper operation.			
Cycle windshield wipers and washers for proper operation and coverage.			
Inspect destination signs for proper operation and correct readings as specified.			
Inspect heating, A/C systems for proper operation in all modes. Inspect grilles and filters for proper installation where applicable.			
Check sliding glass window operation.			
Ensure that steering wheel retainer nut is tight			
Ensure that the spare tire, wheel, and other parts, if applicable, are shipped with bus			
Inspect electrical wiring for proper installation and protection.			

Comments: _____

Customer: _____ Inspector: _____
 Manufacturer: _____ Date: _____
 Bus Number: _____ Project No.: _____

Road Test

Inspection Requirement Description	OK	NR	Comments
Test brake interlock system, if available, and test kneeling system, including interlocks.			
Test maximum governed acceleration and record shift speeds.			
Test the operation of the HVAC system using ambient temperature as an index point.			
Check for noise, rattles, or other abnormal sounds or vibrations, particularly around the blower motors and other applications while vehicle is in motion.			
Check steering and general handling of the vehicle on dry pavement.			
Verify that towing provisions (hooks, eyes, or other specified adapters) are present.			
Check operation of Regenerative Braking system.			
Check parking brake for proper operation.			
Verify that the turning radius is as specified, in both directions.			
Cycle windshield wipers and washers. Verify proper operation and coverage.			
After the road test, ensure that there are no visible leaks in the APU compartment.			
Obtain curb weight certificate and alignment sheets. Attach to inspection packet.			
Ensure that the FMVSS certification sticker or plate is affixed to the vehicle.			

Comments: _____



U.S. Department of Transportation
Federal Transit Administration

ROAD TEST SHEET

Guide for Inspection: _____
 The Following Items Should Be Inspected _____
 on Every Coach of Each Order _____

Coach Manufacturer _____
 Coach Number _____
 Test Location _____

Item	Requirement	Inspection Instruction	Result	Inspector / Date	Remarks / Notes
Service Brakes	Stopping Distance	Verify function and indicator, check for pulling to either side	Pass / Fail		
Parking Brake	N/A	Verify indicator and no movement	Pass / Fail		
Turning Effort	Steering wheel torque	Check effort with coach stopped	Pass / Fail		
Turning Radius	Not to exceed ____ at corner of body	Verify turning radius in both directions	Pass / Fail		
Acceleration	____ rate from 0 to ____ mph	Verify acceleration on smooth road	Pass / Fail		
Resonance	Absence of audible and/or visible vibrations	Operate coach at various speeds, check for vibrations and rattles	Pass / Fail		
Windshield Wipers	Evenly deposited wash fluid	Operate coach at safe speed over 40 mph, check coverage, parking position, and wiper frequency	Pass / Fail		
Power Plant	N/A	Check for leaks under coach and in engine compartment, check for abnormal noises	Pass / Fail		
HVAC	Interior temperature	Operate system, check internal and ambient temperature	Pass / Fail		
Door Control	Accelerator and brake interlocks	At speeds less than 10 mph, verify accelerator and brake interlocks with door open	Pass / Fail		
General	N/A	During testing, observe any abnormalities in ride and handling of coach	Pass / Fail		

Comments: _____

Customer: _____ Inspector: _____
 Manufacturer: _____ Date: _____
 Bus Number: _____ Project No.: _____

Vehicle Understructure

Inspection Requirement Description	OK	NR	Comments
<i>Inspect understructure of the coach:</i> Air suspension, steering components, air bellows, mounting, leveling valves, control units, shock absorber mounting, and interference at the bellows.			
<i>Lines and wiring harness:</i> All lines and wiring harnesses are to be secured and protected by plastic loom and secured in areas subjected to stress and chaffing. Check for seal around lines and harnesses passing through floor areas.			
<i>Undercoating / Corrosion Protection:</i> Check that understructure body areas have undercoating compound applied. Pay particular attention to wheel wells and other hidden areas.			
<i>Undercoating / Corrosion Protection:</i> Check for proper masking of switches, solenoids, lube fittings and bellows.			
<i>Undercoating / Corrosion Protection:</i> Check for undercoating over-spray on air dryer, prop shaft, and brake drum areas. Ensure that all masking is removed.			
<i>General:</i> Inspect wheelchair ramp for dust shields, secured wiring, air-lines, and hydraulic tubing.			
<i>General:</i> Check air reservoirs and mountings.			
<i>General:</i> Inspect all underside areas for fluid leakage, audible air leaks, proper attachment of splash shields, and proper attachment of skirting and closeout panels.			
<i>General:</i> Check brake calipers and lug nuts for proper tolerances and torque.			
<i>Batteries:</i> Check for proper battery pack installation.			

Comments: _____

Customer: _____ Inspector: _____
 Manufacturer: _____ Date: _____
 Bus Numbers: _____ Project No.: _____

Water Leak Test

Inspection Requirement Description	OK	NR	Comments
Subject the vehicle to a water test for a minimum duration of 45 minutes.			
Ensure that there are no leaks present around the windshield seals.			
Verify that all doors seal properly at the top, bottom, sides, and edges and that there are no visible leaks present.			
Check all windows for proper sealing and that there are no visible leaks present.			
Check overhead compartments to verify that the roof and roof mounted units are properly sealed with no visible leaks present.			
Check overhead escape hatches for proper operation and sealing.			
While the bus is in motion, verify that there are no residual water leaks present.			

Comments: _____

Customer: _____ Inspector: _____
 Manufacturer: _____ Date: _____
 Bus Number: _____ Project No.: _____

Wheelchair Ramp

Inspection Requirement Description	OK	NR	Comments
Inspect wheelchair ramp for proper operation.			
Attempt to cycle ramp with weight on the platform.			
Test the operation of the sensitive edges, if applicable.			
Check to see if the ramp can be stowed with weight on the ramp.			
Verify that the vehicle does not move with the ramp deployed and that all specified interlock functions are working properly.			
Check the operation of the warning indicators.			
Inspect wheelchair securements.			
Check the operation of the call bell at the wheelchair location.			
Check the operation of the public address system.			

Comments: _____



U.S. Department of Transportation
Federal Transit Administration

VISUAL INSPECTION SHEET

Guide for Inspection:
 The Following Items Should Be Inspected
 on Every Coach of Each Order

Coach Manufacturer _____
 Coach Number _____
 Test Location _____

Item	Requirement	Inspection Instruction	Result	Inspector / Date	Remarks / Notes
Curb Weight	Maximum curb weight of _____ lb.	Measure on certified scale	Weight _____		
FMVSS Stickers	Affixed to vehicle	Locate sticker	Pass / Fail		
Finish and Color	Smooth body surfaces and paint	Visually inspect all surfaces for flaws	Pass / Fail		
Interior Panel Fastening	Absence of rough edges or surfaces	Visually inspect for proper installation	Pass / Fail		
Towing Devices	Provision of towing eyes (front/rear)	Verify presence of towing eyes	Pass / Fail		
Door Control	Opening time of _____ seconds	Verify door opening time frame	Pass / Fail		
Interior Lighting	Lighting operable without engine	Switch on all interior lights	Pass / Fail		
Exterior Lighting	All vehicle lights operable	Switch on and verify lamps are on	Pass / Fail		
Chassis	Welds, axles, suspension, steering, wheels, and brakes	Inspect for leaks, and interference. Check fluid levels, welds, undercoating, air lines, brake slack, & lug nuts	Pass / Fail		
Electrical	Wiring and junction boxes	Inspect for loose or stretched wires	Pass / Fail		
Batteries	Secured and polarized wiring access for jump start	Inspect compartment and jumper cable access	Pass / Fail		
HVAC	Capacity and performance	Operate AC, check compressor, condenser, flow, and temperature	Pass / Fail		
Wheelchair Access	Clear lift or ramp access, and securement area	Operate lift or ramp, inspect operation, measure areas	Pass / Fail		
Power Plant	Mounting and arrangement	Check for loose lines, leaks, and noises. Check fluid levels, belt alignment, and cap fit	Pass / Fail		

Inspection Write-Up: _____

Date: _____

Customer: _____ Inspector: _____
 Manufacturer: _____ Date: _____
 Bus Number: _____ Project No.: _____

Drive Motor

Inspection Requirement Description	OK	NR	Comments
Installation & Mounting			
Harnesses			

Drive Batteries

Inspection Requirement Description	OK	NR	Comments
Installation & Mounting			
Harnesses			
Cooling System			

Comments: _____

Vehicle Release Form

**Coach / Unit
Number:**

**Vehicle
Identification No.:**

**Date
On Line:**

**Date
Off Line:**

**Date Presented
For Final:**

**Date Accepted for
Delivery:**

**Date Shipped
To Customer:**

**Inspector's
Signature:**

Vehicle released for shipment only. Final acceptance can only be made by the customer upon delivery to the customer's designated location in accordance with contract language.

Bus Number: _____ **Odometer:** _____

Received – Signature & Date: _____

Inspected – Signature & Date: _____

Buy Back – Signature & Date: _____

Items transferred to “Noted Defects / Problems” list – Signature & Date:

EXTERIOR – FRONT

✓ **Check When Inspected**

<input type="checkbox"/> Body and Paint Decals ___	<input type="checkbox"/> Lights ___	<input type="checkbox"/> Air Chuck ___
<input type="checkbox"/> Windshield ___	<input type="checkbox"/> Mirrors ___	<input type="checkbox"/> License Plate Mount ___
<input type="checkbox"/> Wipers and Washers ___	<input type="checkbox"/> Headsign Glass ___	<input type="checkbox"/> Headsign & Run # Sign ___
<input type="checkbox"/> Bike Rack ___	<input type="checkbox"/> Bumper ___	

EXTERIOR – ROADSIDE

✓ **Check When Inspected**

<input type="checkbox"/> Windshield Body and Paint Decals ___	<input type="checkbox"/> Lights ___	<input type="checkbox"/> Fender Flares ___
<input type="checkbox"/> Operator Window ___	<input type="checkbox"/> Wheels, Tires, Lugs, Passenger Windows, Ext. Compt. Panels ___	<input type="checkbox"/> Rub Rail ___
<input type="checkbox"/> Electrical J Box ___		
<input type="checkbox"/> Radiator Area ___		

Comments: _____

EXTERIOR - UNDERCARRIAGE

✓ Check When Inspected

- | | | |
|-----------------------------------------------|-------------------------------------------|---------------------------------------------------|
| <input type="radio"/> Front Suspension ___ | <input type="radio"/> Rear Suspension ___ | <input type="radio"/> Eng. & Mountings ___ |
| <input type="radio"/> Front Brakes/Hoses ___ | <input type="radio"/> Rear Brakes ___ | <input type="radio"/> Trans. & Mounting ___ |
| <input type="radio"/> Steering ___ | <input type="radio"/> Differential ___ | <input type="radio"/> Leaks/Fluid, Air, Tires ___ |
| <input type="radio"/> Lines and Harnesses ___ | <input type="radio"/> Driveline ___ | <input type="radio"/> Wheel Chair Ramp ___ |
| <input type="radio"/> Mud Flaps ___ | <input type="radio"/> Air Tanks Drain ___ | <input type="radio"/> Battery Pack Mounting ___ |

INTERIOR – PASSENGER AREA

✓ Check When Inspected

- | | | |
|--------------------------------------------------|------------------------------------------------------|-----------------------------------------------|
| <input type="radio"/> Body, Paint, & Decals ___ | <input type="radio"/> Emergency Exits Step Wells ___ | <input type="radio"/> Stop Request System ___ |
| <input type="radio"/> Modesty Panels ___ | <input type="radio"/> Interior Lights ___ | <input type="radio"/> A/C Components ___ |
| <input type="radio"/> W/C Seats & Belts ___ | <input type="radio"/> Access Panels ___ | <input type="radio"/> Multiplex Controls ___ |
| <input type="radio"/> Pass Seating & Assists ___ | <input type="radio"/> Passenger Windows ___ | <input type="radio"/> Emergency Exits ___ |
| <input type="radio"/> Ceiling Panels ___ | <input type="radio"/> Flooring ___ | <input type="radio"/> Mirrors ___ |
| <input type="radio"/> Grab Rail/Stanchions ___ | | |

Comments:

INTERIOR – OPERATOR AREA & FUNCTION TEST

✓ Check When Inspected

- | | | |
|----------------------------------------------------|-----------------------------------------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Body, Paint, & Decals ___ | <input type="checkbox"/> W/C Life or Ramp Controls, Indicators, Alarms, Gauges___ | <input type="checkbox"/> Reflectors, Fire Ext. ___ |
| <input type="checkbox"/> Handrails ___ | <input type="checkbox"/> Lights, SAS___ | <input type="checkbox"/> HVAC Operation___ |
| <input type="checkbox"/> Doors & Controls ___ | <input type="checkbox"/> VIN Info Plate ___ | <input type="checkbox"/> Operator Locker___ |
| <input type="checkbox"/> Operator. Workstation___ | <input type="checkbox"/> ABS System Test___ | <input type="checkbox"/> Light Function Test___ |
| <input type="checkbox"/> Seat Belts___ | <input type="checkbox"/> D-2 Gov. Settings___ | <input type="checkbox"/> Interlocks___ |
| <input type="checkbox"/> Air Leak/ Brake Test___ | <input type="checkbox"/> PA, Stop Request___ | <input type="checkbox"/> Kneeling System___ |
| <input type="checkbox"/> I/O System Test___ | | |
| <input type="checkbox"/> Security Monitor___ | | |

ROAD TEST

✓ Check When Inspected

- | | | |
|----------------------------------------------|------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Noise Levels ___ | <input type="checkbox"/> Check Consumables ___ | <input type="checkbox"/> Performance/Top Speed ___ |
| <input type="checkbox"/> Noise & Rattles ___ | <input type="checkbox"/> Wipers/Washers ___ | <input type="checkbox"/> Handling ___ |
| <input type="checkbox"/> Brakes ___ | <input type="checkbox"/> HVAC System ___ | <input type="checkbox"/> Interlock ___ |
| <input type="checkbox"/> Steering ___ | <input type="checkbox"/> Defroster ___ | <input type="checkbox"/> Speedometer ___ |

Comments: _____

Bus Number: _____

_____ 1. Defect: _____

_____ Repair: _____

_____ 2. Defect: _____

_____ Repair: _____

_____ 3. Defect: _____

_____ Repair: _____

_____ 4. Defect: _____

_____ Repair: _____

_____ 5. Defect: _____

_____ Repair: _____

_____ 6. Defect: _____

_____ Repair: _____

_____ 7. Defect: _____

_____ Repair: _____

_____ 8. Defect: _____

_____ Repair: _____

Bus Number: _____

_____ 9. Defect: _____

Repair: _____

_____ 10. Defect: _____

Repair: _____

_____ 11. Defect: _____

Repair: _____

_____ 12. Defect: _____

Repair: _____

_____ 13. Defect: _____

Repair: _____

_____ 14. Defect: _____

Repair: _____

_____ 15. Defect: _____

Repair: _____

_____ 16. Defect: _____

Repair: _____

Bus Number: _____

_____ 17. Defect: _____

Repair: _____

_____ 18. Defect: _____

Repair: _____

_____ 19. Defect: _____

Repair: _____

_____ 20. Defect: _____

Repair: _____

_____ 21. Defect: _____

Repair: _____

_____ 22. Defect: _____

Repair: _____

_____ 23. Defect: _____

Repair: _____

_____ 24. Defect: _____

Repair: _____

Bus Number: _____

25. Defect: _____

Repair: _____

26. Defect: _____

Repair: _____

27. Defect: _____

Repair: _____

28. Defect: _____

Repair: _____

29. Defect: _____

Repair: _____

30. Defect: _____

Repair: _____

31. Defect: _____

Repair: _____

32. Defect: _____

Repair: _____

Bus Number: _____

_____ 33. Defect: _____

_____ Repair: _____

_____ 34. Defect: _____

_____ Repair: _____

_____ 35. Defect: _____

_____ Repair: _____

_____ 36. Defect: _____

_____ Repair: _____

_____ 37. Defect: _____

_____ Repair: _____

_____ 38. Defect: _____

_____ Repair: _____

_____ 39. Defect: _____

_____ Repair: _____

_____ 40. Defect: _____

_____ Repair: _____

Bus Number: _____

_____ 41. Defect: _____

Repair: _____

_____ 42. Defect: _____

Repair: _____

_____ 43. Defect: _____

Repair: _____

_____ 44. Defect: _____

Repair: _____

_____ 45. Defect: _____

Repair: _____

_____ 46. Defect: _____

Repair: _____

_____ 47. Defect: _____

Repair: _____

_____ 48. Defect: _____

Repair: _____

Bus Number: _____

_____ 49 .Defect: _____

_____ Repair: _____

_____ 50.Defect: _____

_____ Repair: _____

_____ 51.Defect: _____

_____ Repair: _____

_____ 52.Defect: _____

_____ Repair: _____

_____ 53.Defect: _____

_____ Repair: _____

_____ 54.Defect: _____

_____ Repair: _____

_____ 55.Defect: _____

_____ Repair: _____

_____ 56.Defect: _____

_____ Repair: _____

APPENDIX D
CHANGE ORDER REQUEST FORM

Date: _____

Change Order Number: _____

Initiated By: _____

Description:

Technical Specification Affected: _____

Feasibility of Proposed Change:

Cost Impact:

Impact to Milestones and Critical Path Schedule:

CONCURRENCE

ACCEPTANCE

RTC Project Manager

Signature of Authorized
Representative of Contractor

RTC Chief Financial Officer

APPENDIX E

APPLICABLE FEDERAL REQUIREMENTS

It is a requirement of the Federal Government that activities financed, in part, with Federal funds and performed by a third party contractor and its subcontractors on behalf of a Federal grantee must be carried out in accordance with applicable Federal requirements.

Activities performed under this Agreement, and any other prior or subsequent amendments thereto, may be financed in part, by a grant from the United States Department of Transportation (DOT), Federal Transit Administration (FTA) to the Regional Transportation Commission of Washoe County (RTC), and if so, would therefore be subject to the applicable grant terms, conditions, and regulations. Accordingly, the Contractor and its subcontractors performing activities under this Agreement must adhere to the Federal requirements stated herein as a condition of satisfactory performance.

All subcontracts and subcontractors employed as a result of this Agreement are subject to the same conditions and requirements as set forth herein unless specifically exempted. The Contractor shall ensure that its subcontractors at all tiers are made aware of and comply with these Federal requirements. The Contractor will be held liable for compliance failures by its subcontractors. Failure to comply will render the Contractor responsible for damages and/or contract termination.

1. BUY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 5323(j) (Section 165 of the Surface Transportation Assistance Act of 1982, as amended) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. The requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. In order for rolling stock to be in compliance with the Buy America requirements, the cost of components produced in the United States must be more than 70 percent of the cost of all components and final assembly of the rolling stock must take place in the United States.

The Contractor must submit to the RTC the attached appropriate Buy America certifications. This requirement does not apply to lower tier subcontractors.

2. FLY AMERICA REQUIREMENT

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of

compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

3. CARGO PREFERENCE

The Contractor agrees:

(a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying 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 shipments originating outside 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 the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading);

(c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

4. ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Nevada energy conservation plan issued in compliance with the Energy Policy and Conservation Act. 49 U.S.C. § 6321, *et seq.*, 49 C.F.R. Part 18.

5. CLEAN WATER REQUIREMENTS

(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 RTC, and understands and agrees that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

6. BUS TESTING

The Contractor agrees to comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 C.F.R. Part 665 and shall comply with the following obligations:

(1) a manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the RTC at a point in the procurement process specified by the RTC which will be prior to the RTC's final acceptance of the first vehicle.

(2) a manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public;

(3) if the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the RTC prior to the RTC's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing; and

(4) if the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

(5) The manufacturer shall complete the attached certification.

7. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

As a condition of satisfactory contract performance, the Contractor shall cooperate with the RTC in compliance with requirements of 49 U.S.C. Section 5323(l) and 49 C.F.R. Part 663, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases", promulgated by the Federal Transit Administration.

Accordingly, pre-award and post-delivery audits of the manufacturer of the vehicles described herein shall be performed.

I. A pre-award (prior to RTC entering into a formal contract with the successful proposer to this solicitation) audit shall be performed at RTC's expense to include the following three certifications:

(a) Buy America Certification verifying that either (A) the FTA has granted the proposer a waiver from the Buy America requirements under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or, (B) the vehicles to be purchased meet the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having the RTC (or its agent) review documentation provided by the manufacturer which lists: (1) components and subcomponent parts of the Vehicles identified by the manufacturer of the parts, their country of origin, and costs, and the planned location of the final assembly point for the rolling stock including a description of the activities which will take place at the final assembly point; and (2) the expected cost of final assembly.

(b) Purchaser's Requirements Certification that (A) the vehicles RTC is contracting for are the same product described in this solicitation; and (B) the successful proposer is a responsible manufacturer with the capability to produce a vehicle that meets the specifications set forth in this solicitation.

(c) The manufacturer's Federal Motor Vehicle Safety Standard self-certification information of compliance with Federal motor vehicle safety standards; or, the Federal Motor Vehicle Safety Standard self-certification information that the Federal motor vehicle standards do not apply, as appropriate.

II. A post-delivery (prior to title to the vehicles being transferred to the RTC) audit shall be performed at RTC's expense to include the following three certifications:

(a) A post-delivery Buy America Certification verifying the either: (A) the FTA has granted a waiver to the vehicles received from the Buy America requirements under sections 165(b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or (B) the vehicles to be received by the RTC meet the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having the RTC (or its agent) review documentation provided by the manufacturer which lists: (1) components and subcomponent parts of the vehicles identified by the manufacturer of the parts, their country of origin, and costs, and the actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point; and (2) the cost of the final assembly.

(b) A post-delivery Purchaser's Requirements Certification which certifies that for procurements of 11 vehicles or more a resident inspector under contract with the RTC (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the vehicles, monitored and completed a report on the manufacture of the vehicles which: (1) provides accurate records of all vehicle construction activities; and (2) addresses how the construction and operation of the vehicles fulfills the contract specifications.

(c) The manufacturer's Federal Motor Vehicle Safety Standard self-certification information of compliance with Federal motor vehicle safety standards; or, the Federal Motor Vehicle Safety Standard self-certification information that the Federal motor vehicle standards do not apply, as appropriate.

8. LOBBYING

The Contractor shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying", attached. 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 recipient.

9. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

(a) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.30(i), as is the RTC, the Contractor agrees to provide the RTC, the FTA Administrator, the 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 this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or his authorized representatives, including

any PMO Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(3), which is receiving Federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(b) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(3)) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(c) 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.

(d) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case the Contractor agrees to maintain same 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. See 2 C.F.R. 200.333.

(e) FTA does not require the inclusion of these requirements in subcontracts.

10. CHANGES TO FEDERAL REQUIREMENTS

The Contractor shall at all times comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between the RTC and FTA (FTA Master Agreement dated October 2017), as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

11. CLEAN AIR REQUIREMENTS

(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 \$100,000 financed in whole or in part with Federal assistance provided by FTA.

12. RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

13. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(a) **Overtime Requirements.** -- No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages.** -- In the event of any violation of the clause set forth in paragraph (1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such 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 the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this Section.

(c) **Withholding for unpaid wages and liquidated damages.** -- The RTC shall upon its own action, or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the 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 the clause set forth in paragraph (2) of this Section.

(d) **Subcontracts.** -- The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the requirements set forth in this Section.

(e) **Payrolls and basic records.** -- Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing

apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

14. NO FEDERAL 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 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 the RTC, Contractor, or any other party (whether or not a part to that contract) pertaining to any matter resulting from the underlying contract.

(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.

15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(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 this Project. Upon execution of the underlying contract, 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 underlying contract or the FTA assisted project for which this contract 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. § 5307(n)(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.

16. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

(a) **Applicability to Contracts.** -- Executive Order 12549, as implemented by 49 C.F.R. Part 29, prohibits FTA recipients and subrecipients from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. As part of their applications each year, recipients are required to submit a

certification to the effect that they will not enter into contracts over \$100,000 with suspended or debarred Contractors and that they will require their Contractors (and their subcontractors) to make the same certification to them.

(b) **Flow Down.** -- Contractors are required to pass this requirement on to subcontractors seeking subcontractors over \$100,000. Thus, the terms “lower tier covered participant” and “lower tier covered transaction” include both Contractors and subcontractors and contracts and subcontracts over \$100,000.

(c) **Certification.**

- (1) The prospective lower tier participant shall execute the certification attached, indicating compliance with the requirements of this section.
- (2) The certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the RTC may pursue available remedies, including suspension and/or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the RTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “persons”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 C.F.R. Part 29]. The Contractor may contact the RTC for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the RTC.
- (6) The prospective lower tier participant further agrees that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction”, set forth below in subsection (d), without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant

may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of this section, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the RTC may pursue available remedies including suspension and/or debarment.

(d) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction.**

- (1) The prospective lower tier participant certifies, that neither it nor its "principals" [as defined as 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation.

17. PRIVACY ACT

(a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(b) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

18. 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, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) **Equal Employment Opportunity.** -- The following equal employment opportunity requirements will apply to the 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 law at 49 U.S.C. § 5332, the Contractor 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. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age.

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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age. -- In accordance with section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities. -- In accordance with section 102 of the Americans with Disabilities Act, 42 U.S.C. § 12112, the Contractor 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) The Contractor also 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.

19. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (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, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of any conflict with other provisions 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 RTC to be in violation of the FTA terms and conditions.

20. DISADVANTAGED BUSINESS ENTERPRISE

(a) Each transit vehicle manufacturer, as a condition of being authorized to enter into a contract for FTA assisted transit vehicles, must certify that it has complied with the requirements of 49 C.F.R. § 26.49 and complete the attached certification.

(b) A transit vehicle manufacturer must establish and submit for FTA's approval an annual overall percentage goal. In setting this overall goal, the manufacturer should be guided, to the extent applicable, by the principles underlying 49 C.F.R. § 26.45. The base from which the manufacturer calculates this goal is the amount of FTA financial assistance included in transit vehicle contracts the manufacturer will perform during the fiscal year in question. The manufacturer must exclude from this base funds attributable to work performed outside the United States and its territories, possessions, and commonwealths. The requirements and procedures of this part with respect to submission and approval of overall goals apply to the manufacturer as they do to recipients.

(c) A transit vehicle manufacturer may make the certification required by this section if the manufacturer has submitted the goal this section requires and FTA has approved it or not disapproved it.

(d) The RTC may, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the procedures of this section.

21. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Sections 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; 49 U.S.C. Section 5301(d); and the following regulations and any amendments thereto:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 C.F.R. Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance", 49 C.F.R. Part 27;
3. U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 49 C.F.R. Part 38;
4. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 C.F.R. Part 35;

5. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities", 28 C.F.R. Part 26;
6. U.S. GSA regulations, "Accommodations for the Physically Handicapped", 41 C.F.R. Subpart 101-19;
7. 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;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the hearing and Speech Disabled", 47 C.F.R. Part 64, Subpart F; and
9. FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 609.

22. VEHICLE PRODUCTION MONITORING AND INSPECTION SERVICE

As a condition of satisfactory contract performance, the Contractor shall cooperate with the RTC in compliance with the requirement found in 49 C.F.R. Part 663 ("Pre-Award and Post-Delivery Audits of Rolling Stock Purchases") that production monitoring and inspection of the vehicles take place during their production. The regulation requires that a resident inspector be at the site of the manufacture of the vehicles throughout their construction, and that corresponding reports be prepared by the inspector for the RTC.

The Contractor shall cooperate with the resident inspector hired by the RTC. Cooperation shall include, but not be limited to, allowing the inspector access to all production facilities during normal production days and hours, access to all production personnel, access to all records directly related to production of the vehicles, answering questions related to vehicle production from the inspector, supplying the inspector with copies of all production-related documents requested by the inspector, and in general cooperating with any production-related information requests made by the inspector.

In the event of unresolved disputes between the manufacturer and the inspector, the manufacturer shall contact the RTC seeking a resolution.

Failure by the inspector to complete his or her performance because of the manufacturer's failure to satisfactorily cooperate with the inspector shall be cause for failure of specific performance by the manufacturer.

SPECIAL PROVISION FOR PROMOTING COVID-19 SAFETY

Effective February 9, 2021, the Federal Transit Administration (FTA) amended its Master Agreement, FTA MA (28). The Master Agreement applies to projects financed with federal funds after the effective date of the Master Agreement, until the Master Agreement is modified or superseded. The FTA MA

(28) Amendment incorporates the requirements of the Centers for Disease Control and Prevention (CDC) Order of January 29, 2021 titled *Requirement for Persons to Wear Face Masks While on Conveyances and at Transportation Hubs* (CDC Mask Order). FTA MA (28) requires the Regional Transportation Commission (RTC) and any of its third party participants to comply with the CDC Mask Order. Third party participants is broadly defined in the Master Agreement to include contractors, subcontractors, lessees, subrecipients or similar participants in a project, whom must comply with the CDC Mask Order.

ARTICLE IV -- Section 49, of FTA Master Agreement (28) states the following:

Centers for Disease Control and Prevention Order on Requirements for Persons to Wear Masks While on Conveyances and at Transportation Hubs.

- a) Compliance with CDC Mask Order. The Centers for Disease Control and Prevention ("CDC") Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs ("CDC Mask Order"), is within the meaning of "Federal Requirement" as that term is defined in this Master Agreement. One of the objectives of the CDC Mask Order is "[m]aintaining a safe and operating transportation system." The Recipient agrees that it will comply, and will require all Third-Party Participants to comply, with the CDC Mask Order.
- b) Enforcement for non-compliance. The Recipient agrees that FTA may take enforcement action for non-compliance with the CDC Mask Order, including:
 - (1) Enforcement actions authorized by 49 U.S.C. § 5329(g);
 - (2) Referring the Recipient to the CDC or other Federal authority for enforcement action;
 - (3) Enforcement actions authorized by 2 CFR §§ 200.339 – .340; and
 - (4) Any other enforcement action authorized by Federal law or regulation.

As noted, and understood, FTA may take enforcement action against a recipient or subrecipient that fails to comply with this Order, including, but not limited to, actions authorized by 49 U.S.C. § 5329(g) and 2 CFR §§ 200.339-.340 when a recipient does not comply with Federal law with respect to the safety of its public transportation system.

FTA states that "[t]he primary goal of the CDC Order is compliance, not enforcement." It further provides that "The CDC Order requires transit operators to use their **best efforts** to ensure that persons wear masks while boarding and alighting a transit vehicle, for the duration of a trip, and within a transit facility. Best efforts **should take into consideration the safety of transit employees** when identifying roles and responsibilities for implementing the CDC Order."

I, the undersigned representing _____
(Insert Legal Name of Company)

(Insert Name of Authorized Official)

do hereby certify to the Regional Transportation Commission

- that, This order is binding upon our company; and
- This company will comply with all facets of the CDC's Mask Order; and
- This company will require all subcontractors or similar participants in a project, to comply with the CDC Mask Order; and
- This company will require persons to wear masks whenever possible, particularly in any transit facility or location where persons are not alone; and
- This company understands that Transit employees must wear masks while on public transportation conveyances, and on the premises of a transportation hub unless they are the only person in the work area, such as in a private office; and
- This company understands that FTA may take enforcement action against our company for failing to comply with this Order, including, but not limited to, actions authorized by 49 U.S.C. § 5329(g) and 2 CFR §§ 200.339-.340 when a recipient does not comply with Federal law with respect to the safety of its public transportation system; and lastly,
- This company understands that the primary goal of the Order is compliance, not enforcement, and will use its **best efforts** to ensure that persons wear masks while boarding and alighting a transit vehicle, for the duration of a trip, and within a transit facility. Best efforts **should take into consideration the safety of transit employees** when identifying roles and responsibilities for implementing the CDC Mask Order.

Signature of Authorized Official

Date

BUS TESTING CERTIFICATION

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned Contractor/Manufacturer certifies that the vehicle complies or will comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 C.F.R. Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 C.F.R. Part 31.

In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 C.F.R. Part 29.

Date _____

Signature _____

Company Name _____

Title _____

SAMPLE

CERTIFICATION REGARDING FEDERAL MOTOR VEHICLE SAFETY STANDARDS

The Contractor certifies that it shall submit either: (1) manufacturer's FMVSS self-certification information that the Vehicle complies with relevant FMVSS standards or; (2) manufacturer's certified statement that the contracted Vehicles will not be subject to FMVSS regulations.

Signature of Contractor's Authorized Official:

Name and Title of Contractor's Authorized Official:

Date:

SAMPLE

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements 49 C.F.R. Part 20

that: The undersigned Contractor certifies, to the best of his or her knowledge and belief,

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

SAMPLE

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

This Contract is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the Contractor is required to verify that neither the Contractor, its principals (as defined in 49 C.F.R. 29.995) nor its affiliates (as defined in 49 C.F.R. 29.905) are excluded or disqualified as defined in 49 C.F.R. 29.940 and 29.945.

The Contractor is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. Part 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the RTC. If it is later determined that the proposer 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. The proposer agrees to comply with the requirements of 49 C.F.R. 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signed:

_____ Date: _____
Signature of Contractor's Authorized Official

Name and Title of Authorized Official

DBE STATEMENT AND CERTIFICATION

As a condition of being authorized to participate in transit vehicle procurements in which Federal Transit Administration (FTA) funds are used, each transit vehicle manufacturer, including chassis manufacturers, and all subsequent manufacturers involved in the completion of transit vehicles must certify that it has submitted for the FTA Administrator's approval an annual percentage Disadvantaged Business Enterprise (DBE) goal in compliance with the requirements of 49 C.F.R. Part 26, Section 26.49(b) and (c).

The Federal Transit Administration, Office of Civil Rights, will act as a resource to verify the status of each manufacturer.

CERTIFICATION

Compliance with the requirements of 49 C.F.R. Part 26, Section 26.49(b) and (c) is hereby certified:

(Typed Name of Contractor)

(Typed Name of Firm)

(Typed Street Address)

(Signature of Contractor)

(Typed City, State & Zip Code)

(Telephone Number of Contractor)

(Date)

BUY AMERICA CERTIFICATION

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with Buy America Requirements

The Contractor hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations in 49 CFR part 661.11.

Date _____

Signature _____

Company Name _____

Name _____

Title _____

Certificate of Non-Compliance with Buy America Requirements

The Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2)(C), as amended, and the applicable regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Name _____

Title _____

APPENDIX F

INVOICE FORM

Regional Transportation Commission
ATTN: Accounts Payable
1105 Terminal Way, Suite 300
Reno, Nevada- 89502
or accountspayable@rtcwashoe.com

Invoice Date: _____

Invoice Number: _____

Payment Number: _____

Description:

Invoice Amount: _____

Less Applicable Retention: _____

Total Due on This Invoice: _____

Original Contract Amount: _____

Change Orders: _____

Total Contract Amount: _____

Total Amount Invoiced to Date (including this invoice): _____

Balance Due on Total Contract Amount: _____



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: April 16, 2021

AGENDA ITEM 4.17

Through: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

Approve a contract with N/S Corporation for the purchase and installation of a replacement bus wash for RTC ACCESS vehicles at 600 Sutro Street, in an amount not-to-exceed \$219,331.

BACKGROUND AND DISCUSSION

The bus wash at 600 Sutro Street is used for cleaning RTC ACCESS paratransit buses and vans. The existing bus wash is currently inoperable and the replacement parts are obsolete. This new bus wash is manufactured by one of the largest providers of large vehicle washes, and parts and service are expected to be supported for the estimated life of the unit (10 to 20 years). The failure of this unit was not anticipated and an emergency replacement is necessary in order to maintain the buses according to the standards and specifications of the operating contract.

FISCAL IMPACT

Appropriations for bus wash are included in the FY 2021 RTC budget.

PREVIOUS BOARD ACTION

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

ATTACHMENT(S)

- A. Agreement for Goods and Services

AGREEMENT FOR GOODS AND SERVICES

Design and Installation of Sutro Bus Wash Replacement

This agreement (“Agreement”) is dated and effective as of April 19, 2021, by and between the Regional Transportation Commission of Washoe County, Nevada (“RTC”) and N/S Corporation, Inc. (“Contractor”).

1. **Term.** The term of this agreement shall commence on the effective date above and shall end on September 30, 2021
2. **Scope of Work.** Contractor shall provide the goods and services described in the scope of work attached as Exhibit A.
3. **Time for Performance.** The work shall be completed before September 30, 2021 pursuant to the scope of work attached as Exhibit A.
4. **Compensation.** RTC shall pay Contractor for the goods and services pursuant to, and in an amount not to exceed, the pricing and fee schedule attached as Exhibit B.
5. **Proceeding with Work.** Contractor shall not proceed with work until both parties have executed this Agreement and RTC has issued a purchase order. If Contractor proceeds with work before those conditions have been satisfied, Contractor shall forfeit any and all right to reimbursement and payment for work performed during that period. In the event Contractor violates this section, Contractor waives any and all claims and damages against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement.
6. **Invoices/Payment.** Contractor shall submit invoices to accountspayable@rtcwashoe.com. RTC’s payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.
7. **Legal/Regulatory Compliance.**
 - a. Contractor shall comply with all applicable federal, state and local government laws, regulations and ordinances. Contractor shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, Contractor shall furnish RTC certificates of compliance with all such laws, orders and regulations.
 - b. Contractor represents and warrants that none of the services to be rendered pursuant to this Agreement constitutes the performance of public work, as that term is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent Contractor does engage in such public work, Contractor shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

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

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

10. Termination.

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

11. Rights, Remedies and Disputes

- a. RTC shall have the following rights in the event that RTC deems the Contractor guilty of a breach of any term under the Agreement:
 - i. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
 - ii. The right to cancel this Agreement as to any or all of the work yet to be performed;
 - iii. The right to specific performance, an injunction or any other appropriate equitable remedy; and
 - iv. The right to money damages.
- b. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Agreement, which may be committed by RTC, the Contractor expressly agrees that no default, act or omission of RTC shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Agreement (unless RTC directs Contractor to do so) or to suspend or abandon performance.
- c. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTC's Executive Director. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to RTC's Executive Director. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of RTC's Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.
- d. Unless otherwise directed by RTC, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

12. Warranty. If within 5 years from the date of acceptance of installation the equipment fails due to a defect in material or workmanship, Contractor will repair or replace it, at its sole option and expense, free of charge to RTC. This limited warranty only applies to RTC and is not transferrable. This limited warranty is in addition to other implied warranties, including the warranty of merchantability and the warranty of fitness for a particular use.

13. Ownership of Work. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by Contractor in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by Contractor 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. Contractor and its sub-contractors 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 Contractor in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Contractor under this Agreement shall, upon request, also be provided to RTC.

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

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

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

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

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

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

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

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

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

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

REGIONAL TRANSPORTATION
COMMISSION OF WASHOE COUNTY

BY: _____
Bill Thomas, AICP, Executive Director

N/S CORPORATION, INC.

BY: _____
Francis Tenggardjaja, Exec. Vice President

EXHIBIT A
SCOPE OF WORK AND TECHNICAL SPECIFICATION

SECTION 1 - QUALITY REQUIREMENTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions

1.2 REFERENCES

- A. U.S. Government
 1. 2 C.F.R. Part 200 – UNIFORM GUIDANCE
 2. 2 C.F.R. Part 1200 - DEPARTMENT OF TRANSPORTATION
 3. FTA Quality Management System Guidelines
<https://www.transit.dot.gov/funding/grant-programs/capital-investments/quality-management-system-guidelines>
 4. FTA Circular 4220.1 F

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements.
- C. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- D. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- E. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- F. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- G. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

- H. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 ACTION SUBMITTALS

- A. Shop Drawings: Provide plans, sections, and elevations, indicating materials and size for construction.
 - 1. Indicate manufacturer and model number of individual components.
 - 2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality control activities and responsibilities.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following :
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to RTC project manager. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- C. Testing and Inspection : In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
 - 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-

- elected tests and inspections.
2. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
3. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work RTC Project Manager has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking, testing, and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and re-inspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following :
 1. Name, address, and telephone number of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents,

established for compliance with standards and regulations bearing on performance of the Work.

1.8 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.9 QUALITY CONTROL

- A. Manufacturer is Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections.
- B. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-installation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- C. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality- control services required by the Contract Documents as a component of Contractor's quality- control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
- E. Distribution: Distribute schedule to Owner, RTC project manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to RTC Project Manager.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide copies of test and inspection log for Owner and RTC Project Managers reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 - 2. Protect construction exposed by or for quality-control service activities.
 - 3. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 1

SECTION 2 - VEHICLE WASH EQUIPMENT

1.1 GENERAL

- A. Equipment items as listed below by Equipment Mark Number VW014 or approved equal:
 - 1. WASHER, GANTRY, 3 BRUSH WITH RECLAMATION SYSTEM (Ref Part 2.1)
 - 2. Roughing-in, installation of equipment, and final connection of utilities, with labor, services, and incidentals necessary for complete and operational equipment installation.
 - 3. Piping, wiring, and switching between equipment and utilities.

1.2 QUALITY ASSURANCE

- A. Experience: Equipment shall be produced by a manufacturer of established reputation with a minimum of five years' experience supplying specified equipment in similar transit applications.

- B. Manufacturer's Representative:
 - 1. Installation: Provide a qualified manufacturer's representative at site to supervise work related to equipment installation, check out and start up.
 - 2. Training: Provide qualified manufacturer's technical representative to provide training to Owner's maintenance personnel in operation and maintenance of specified equipment.

1.3 PERFORMANCE

- A. The Manufacturer or Supplier of the Vehicle Washer, Mark Number VW014 or approved equal shall be responsible for the design of a washer that satisfactorily washes the Owner's paratransit fleet.
- B. The washer shall remove all visible, heavy dirt accumulation and most of the road film from all surfaces including the rear of the Owner's vehicles.
- C. The amount of cleaning agent required to perform the cleaning, as specified, shall not exceed 0.2 gallons per vehicle.
- D. The washer shall be capable of washing up to 10 vehicles per hour.
- E. The Manufacturer or Supplier of the Vehicle Washer, Mark Number VW014 or approved equal shall be solely responsible for the performance of the washer, as specified, and shall modify, add to, or alter the equipment, as necessary, without any additional cost to the Owner, to provide a satisfactory performance. If the system cannot be altered, modified, or adjusted to provide satisfactory performance according to Section 3.3 of this specification, the Manufacturer or Supplier shall remove the washer equipment at no additional cost to the Owner and shall refund all purchase monies received from the Owner, either directly or indirectly through the Contractor.
- F. The Water Reclamation System shall be guaranteed by the Manufacturer or Supplier to control odors for a period of three years after final acceptance. Manufacturer or Supplier shall take whatever action is necessary to correct any odor causes during the guarantee period without the use of chemicals. Corrective action shall be at no additional cost to Owner.
- G. The Manufacturer or Supplier shall be responsible for integrating the Vehicle Washer(s) and the Water Reclamation System to operate as a single system.

1.4 STANDARD AND REGULATORY REQUIREMENTS

- A. National Bureau of Standards: Handbook H28 - Screw-Thread Standards for Federal Services. (Application for copies should be addressed to the Superintendent of Documents, Government Printing Office, Washington, D.C. 20402.)
- B. United States of America Standard Institute, Inc.:

1. B36.10: Standard Weights and Dimensions of Welded and Seamless Wrought Steel Pipe.
 2. CI: National Electric Code (Copies of the National Electrical Code may be obtained from the National Board of Fire Underwriters, 85 John Street, New York, New York 10038.
- C. National Electrical Manufacturers Association:
1. ICI - Circuit Breakers, Low - Voltage Power.
 2. MGI - Motors and Generators.

1.5 SUBMITTALS

- A. Product Data:
1. Submit Product Data in accordance with this Attachment A – Scope of Work and Technical Specifications.
 2. Restrict submitted material to pertinent data. For instance, do not include manufacturer's complete catalog when pertinent information is contained on a single page.
- B. Operation and Maintenance Manual:
1. Provide complete parts, operating, and maintenance manual covering equipment at time of installation including, but not limited to:
 - a. Description of system and components.
 - b. Schematic diagrams of electrical, plumbing, and compressed air systems.
 - c. Manufacturer's printed operating instructions.
 - d. Printed listing of periodic preventive maintenance items and recommended frequency required to validate warranties. Failure to provide maintenance information will indicate that preventive maintenance is not a condition for validation of warranties.
 - e. List of original manufacturer's parts, including suppliers' part numbers and cuts, recommended spare parts stocking quantity, and local parts and service source.
 2. Assemble and provide three copies of manual in 8-1/2 by 11 inch format. Foldout diagrams and illustrations are acceptable. Manual to be reproducible by dry copy method.
 3. Submit Shop Drawings in accordance with this Attachment A – Scope of Work and Technical Specifications.
 4. Written Verification: Manufacturer shall verify in writing with the submittal, that the washer will satisfactorily wash all paratransit vehicles currently operated by Owner or on order by Owner at time of Proposal.
 5. Evidence of Experience: Submit written evidence (references with name of contact, telephone number, and year of installation) that manufacturer has required experience.

1.6 PRODUCT SUBSTITUTIONS

- A. Additional costs resulting from substitution of products other than those specified,

including drawing changes and construction will be at the expense of the Contractor.

- B. Substitution Approval: Manufacturers listed for each equipment item may propose without submittal for that item. Manufacturers not listed shall submit for approval in accordance with "Instructions to Proposer". Prior to installation, submittals for each equipment item by Mark Number shall be provided in accordance with this Attachment A – Scope of Work and Technical Specifications.

1.7 WARRANTY

- A. Warrant work specified herein for five years from substantial completion or 200,000 vehicle washes, whichever comes first, against defects in materials and workmanship.
- B. Warranty shall include materials and labor necessary to correct defects.
- C. Defects shall include, but not be limited to noisy, rough, or substandard operation; loose, damaged, and missing parts; and abnormal deterioration of finish. Defects shall not include damage due to neglect, misuse, or situations resulting from non-performance of manufacturers recommended preventive maintenance schedule.
- D. Submit warranties in accordance with this Attachment A-Scope of Work and Technical Specifications.
- E. All parts shall be readily available locally in the United States.
- F. Service Technicians and technical support shall be available locally in the United States. Please provide location and contact information of nearest service representative.

1.8 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver equipment in manufacturer's containers, appropriately packaged and/or crated for protection during domestic shipment and storage in humid, dusty conditions.
- B. Indelibly label all containers, including those contained in others, on outside with item description(s) per title of this specification.
- C. Provide equipment and materials specified complete in one shipment for each equipment item. Split or partial shipments are not permissible.

1.9 LABELING

- A. Manufacturer shall securely attach in a prominent location on each major item of equipment a noncorrosive nameplate showing manufacturer's name, address, model number, serial number, and pertinent utility or operating data.
- B. All piping in vehicle wash and water reclaim systems shall be labeled with its function and flow direction.

- C. All electrical equipment and materials shall be new and shall be listed by Underwriter's Laboratories, Inc. (UL) in categories for which standards have been set by that agency and labeled as such in the manufacturer's plant.

PART 2 - PRODUCTS

2.1 WASHER, GANTRY, 3 BRUSH WITH RECLAMATION SYSTEM Equipment Mark Number: VW014 or approved equal.

A. General Description:

1. The washer system shall thoroughly wash the top, sides, fronts and rears of all vehicles currently owned or on order by the Owner up to and including the following: sedans, minivans, vans, large SUV's up to thirty two foot buses. The system shall be a completely automatic gantry type rollover washer with two side brushes and one top brush. Vehicles to be washed shall park in the wash bay and the gantry washer, traveling on floor-mounted tracks, shall pass over the vehicle two (2) to four (4) times depending on the selected wash program. An undercarriage wash shall be included as part of the system. The machine shall fully control the degree of brush delivered to the vehicle and automatically adjust as required. The system shall be delivered complete with all control systems, metering, devices, drive motors, and brush assemblies.
2. The system shall consist of the following major components: gantry unit complete with horizontal and side brushes, tire guides (partial, two pair), gantry rail, integral wash water reclamation system, undercarriage wash; automatic air system; electrical control panel, screening and festoon system, and all other necessary hardware to provide an operable system.

B. Sequence of Operations:

1. Driver shall pull the vehicle to the entry of the wash bay and enter the appropriate wash selection into the selector control panel.
2. Driver shall enter the wash bay when the traffic signal is green. If the driver has selected the undercarriage wash, the vehicle will be washed as it exits. Driver shall stop the vehicle when the traffic signal turns red. The STOP position will be just prior to reaching the parked gantry.
3. The brushes shall move into the front of the vehicle. The front area shall be cleaned by a side- to- side and overlapping motion.
4. Once the front cleaning function is complete, the brushes shall withdraw and move automatically around the mirrors. The machine is now washing the sides and the roof of the vehicle.
5. The side brushes shall then move into the back of the vehicle, cleaning with a side- to- side and overlapping motion. Alternate program choices shall be available to accommodate differing styles of vehicles within the fleet.
6. Once the rear has been cleaned, the machine shall start to rinse the vehicle and

then return to home position. The driver shall be signaled to EXIT the wash by a green light.

7. The exit door shall be activated to open via a signal from the electronic eyes or other activation means through the washer controls. The controls shall be set to open the exit door midway through the final pass. An auxiliary output or similar means shall be installed by others within the overhead door logic controller. Wiring to the device shall be provided and connected by the wash supplier.

C. Physical Data:

1. The maximum dimensions of vehicles to be washed shall be 32 feet long, 120 inches wide and 144 inches high.
2. The overall dimensions of the installed system shall not exceed 47 feet long, 15 feet three inches wide and 14 feet 6 inches high.

D. Features and Construction/Structural Framework:

1. Steel gantry shall be fabricated of welded tube 2" x 2" x 1/8" and 2" x 1-1/2" x 1/8". All frame tube construction shall have reinforced stress points and shall be double welded.
2. Side brush frames shall be fabricated of 2" x 4" x 1/8" steel and shall be completely housed within the Gantry. Gantry shall be covered with baked white aluminum sheet (all sides and roof). Aluminum sheets shall be attached to the gantry frame with double sided closed cell foam tape, all aluminum 3/16" rivets with anodized aluminum angle trims on comers, and 30-year life silicone sealer on all seams in splash shield area.
3. All frame and auxiliary structures that are not stainless steel shall be hot dipped galvanized.
4. Brushes shall be fabricated of polyethylene filaments tied into a rubber base. Top brush diameter shall be minimum 55 inches and side brush diameters shall be minimum 42 inches. All brushes shall be constructed in segments to afford partial replacement. Brush segments shall have the following specifications.
5. Top Brush: 1400 mm diameter, full density at middle brushes, half density at ends.
6. Side Brushes: 1100 mm diameter, full density on bottom three sections and half density at top.
7. All brush shafts shall be flange bearing mounted, direct worm gear drive. Side brushes shall be steel frame supported at top and bottom.
8. Brush rotation shall not exceed 125 RPM.
9. The machine shall automatically retract the side brushes and counter rotate (reverse rotation) the side brushes when the machine is half- way through the forward pass wash cycle, and then re-extend the side brushes without missing

any portions of the vehicle sides. The machine shall also automatically counter rotate the top brush at the rear of the vehicle for the reverse pass rinse cycle.

E. Top Brushes:

1. The top brush shall be driven by a 2 horsepower, 1800 RPM TEFC electric motor.
2. The top brush shall include an electrical pressure-sensing device. The sensing device shall automatically compensate for vehicle contact. (I.e. vertical or horizontal surfaces).
3. The top brush lifting mechanism shall consist of plates, which carry the top brush and are attached to chains to raise and lower the brush. The chains shall attach at the top and bottom of each plate. An automatic tensioner sensor on the chain shall sense any increased tension and perform as follows:
4. If the chain becomes too tense as top brush is raising during cycle, the top brush will descend and the machine will reverse travel until the tension is released. The top brush will then return onto the vehicle and proceed with the cycle from that point.
5. If the chain becomes too tense as the top brush is descending, the top brush will raise for two seconds and then all motors and solenoids will de-activate until the machine is reset for safety.
6. Lifting mechanism shall be power by $\frac{3}{4}$ horsepower, 1700 RPM TEFC motor.

F. Side Brushes:

1. Two each side brushes shall be drive by 1.5 horsepower, 1800 RPM TEFC electric motors and gear reducers.
2. Side brushes shall be mounted in four (4) bolt flange bearings on the arm frames.
3. Movement of side brushes toward and away from vehicle shall be performed with a pneumatic system.
4. Gantry Drive Assembly: Unit shall include two each drive assemblies, one in each gantry leg. Each drive shall consist of a $\frac{1}{2}$ horsepower TEFC break type electric motor coupled to a 60:1 ratio gear reducer.

G. Plumbing System: The unit plumbing system shall consist of two (2) spray arches mounted on the gantry. All lines shall be fed by a one (1) inch water hose connected to the festoon system. The Chemical Injector pump shall be connected to the plumbing system.

H. Fresh Water Tanks: There shall be one (1) 1000-gallon flat bottom, above ground fresh water storage tank. The tanks shall be cross-link polyethylene and shall be white translucent. Tanks shall be configured with three levels of float switch control:

- High level shut off.
 - Fresh water make up.
 - Low level cut off.
- I. Wash Pump: Unit shall be provided with a 10 horsepower wash water pump to move water from the fresh water tank to the gantry washer. The unit shall be TEFC 460V, 3 phase with a minimum water supply of 30 gpm at 60 PSI. The water lines shall include a solenoid to switch between the gantry unit rinse mode and the undercarriage wash.
- J. Soap Pump: The soap pump shall be diaphragm type and hard wired to the electrical control panel. The pump shall be connected to the control panel to allow OFF/ON selection. Pump shall include the following features.
- Double-ball ceramic check valves.
 - PVDF valve assemblies
 - Viton a-rings.
 - High outlet pressure capability of 125 PSIG.
 - Ball bearing supported motor drive shaft.
 - Permanently lubricated ball bearing motor.
 - 20:1 adjustment run down ration
 - Corrosion resistant housing.
- K. Unit shall be minimum NEMA 3R rated.
- L. Assembly shall include suction tube foot valve and strainer, suction tube weight, suction tubing, discharge tubing and injection fitting with internal back-flow check valve and mounting hardware.
- M. Pneumatic System: The unit shall include an air-operated system for positioning side brushes against the vehicle. The system shall include the following components, at a minimum.
- N. Air Compressor: Provide a tank mounted reciprocating compressor to produce air for Pneumatic System. Compressor shall be minimum 5 horsepower mounted on an 80 gallon receiver. Compressor shall be 480Vac, 3 phase capable of producing 18 CFM at 175 PSI.
- O. Filter/regulator/lubricator assembly.
- P. Solenoid Valves.
1. Air cylinders controlled by the programmable controller. Air cylinders shall be dual-action type.
 2. Festoon System:
 - a. Unit shall be delivered and installed complete with festoon system for delivery of water and power to gantry as it moves along the travel rail. Components shall include the following at a minimum.
 3. Service cable/hose.

4. Trolley support system shall be supported by 4-6 freestanding 4"x4" 6061-T6 structural aluminum posts supporting the overhead track hangers with trolleys and cord straps and nipples for water and air line connections.
5. Festoon system shall consist of a C- profile with trolley wagons. All steel details shall be hot dipped galvanized including the support 4" x 4" brackets for fastening to the wall.
6. Undercarriage Wash:
 - a. Unit shall include a surface mounted undercarriage spray bar controlled by the selector program. Water to the undercarriage spray bar shall be delivered by a high-pressure pump sized to deliver 30 GPM at 60 PSIG. The undercarriage wash shall be connected to the Operator Electrical Control panel to allow ON/OFF selection. Provide HS-20 rated ramp system. System shall be secured to the floor slab with stainless steel bolts and plates.

Q. Tire Guide Rails:

1. Tire guide rails shall be flared at the entrance to facilitate entrance into the wash. The guide rails shall be constructed of 4-inch tubular galvanized steel pipe. Rail height shall not exceed 6 inches. Current guide rails shall be assessed to see if they can be reused.
2. All sections shall be smoothly finished to avoid damage to tires. Ends shall be capped.
3. Rails shall be anchored to the floor with ½ inch stainless steel or approved non-corrosive concrete lag bolts. (20 feet on both sides).
4. Rails shall rotate freely within their fittings.
5. Gantry Track: The gantry shall travel on #12 Light Crane Rail. Track shall run full length of the wash bay and shall have stops on both ends.
6. Water Reclamation System with Ozone Generator:
 - i. Wash system shall be supplied with an integrated water reclamation system capable of reclaiming the water from the wash system and cleaning it through a settling pit and centrifugal filter system. The clean water shall be stored in an above ground storage tank and shall be reused in the system for the wash cycles.
 - ii. The reclamation system shall include the following components, at a minimum.
7. Sump Pump: A self-priming pump shall transfer water from the recovery pit to the cyclonic filter separators. Filtered water shall be directed to the reclaim storage tank, reject water/solids shall drain to a sludge cart for disposal. System shall include continuous flow recirculation, which keeps water constantly circulating from the reclaim tanks to the recovery pits. Pump shall be 15

horsepower minimum with a minimum flow rate of 300 GPM at 50 PSI.

8. Barrel Screen Assembly: A stainless steel mesh basket screen/filter positioned at the drain inlet of the Recovery Pit sump shall capture particles larger than 650 microns. A filtration cage constructed of a galvanized steel mesh shall protect the suction line from the sump pump. The screens and pump cages shall be supplied with a handle and guide system to allow easy removal from the sumps for cleaning.
9. Centrifugal Filter Unit: The centrifugal filter unit shall consist of two (2) appropriately sized centrifugal filters with a combined 220 GPM filtration rate mounted on an aluminum structure to support the filter and its piping. The connections to the filter shall be by an inlet and outlet manifold of galvanized pipe. The connection to the filters shall be made by a 125 PSI minimum rated hose. The reject water from the filter units shall drain into a 0.5 cu. yd. fiberglass sludge cart. Cart shall be equipped with wheels for movement from beneath the filter assembly.
10. Reclaim Tank: There shall be one (1) 1500-gallon flat bottom, above ground reclaim storage tank. The tank shall be cross-link polyethylene and shall be white translucent. Tank shall be configured with three levels of float switch control:
 - High level shut off.
 - Fresh water make up.
 - Low level cut off.
11. Wash Pump: Unit shall be provided with a 10 horsepower wash water pump to move water from the reclaim system to the gantry washer. The unit shall be TEFC 460V, 3 phase with a minimum pressure production of 60 PSI.
12. Reclaim Control Panel: The motor control and monitoring panel shall be housed in an adequately sized non-metallic corrosion resistant housing with a hinged door for access. The panel shall contain the following:
 - Proper NEMA sized starter for the horsepower of the motor.
 - Heater thermal protection across all three legs and a disconnect.
 - 24-volt monitoring and activation system, which is made up of a 24-Volt transformer, NEMA IV oil tight indicator lights for "system on" green, pump on "green" and a "low pressure" red. The activator system shall start the pump motor from any supplied incoming 24-Volt signal. This signal shall light the system requested "on" green light. If the pressure goes below 40 psi, the "low pressure" red light must light and shut off the pump to prevent damage from cavitation.
 - The panel shall include a light tester button, shall be designed to meet N.E.M.A. standards and shall be have a U.L. label.

13. Ozone Odor Control: Provide an ozone type odor control system as part of the reclamation system to control odors from the pit. The odor control system shall be the "Bubbler" manufactured by Sobrite Technologies, Inc. or approved equal. Power requirements shall be 120V, 5 amps. Power switch shall be MAN-OFF-AUTO, controlled by a manually adjusted 24-hour timer.

14. Controls: The unit shall include the following control panels.
 1. Main Electrical Panel: The main electrical panel shall include the following:
 - Main Power ON/OFF switch: Switch in ON position shall power all motors and the control circuit transformer.
 - Power ON/OFF selector switch: Switch in ON position shall supply power to control circuits and programmable controller.
 - Power ON light: Green light indicating main power disconnect and power selector switches are both on.
 - Safety Cutout Push Button: Guarded white lighted push button indicating unit requires reset.
 - Stop Push Button: Red mushroom button for emergency stop.
 - Cycle counter.
 - Remote located Operator Electrical Panel Program Selector. Unit shall include the following, at a minimum.
 - Power ON light: Green light indicating main power disconnect and power selector switches are both on.
 - Stop Push Button: Red mushroom button for emergency stop.
 - Joystick for manual movement of brushes and gantry.

 2. Pushbuttons/switches for manual operation and reset:
 - Start Wash.
 - Start Rinse.
 - Side brushes retract.
 - Rear wash assist.
 - Movement stop.
 - Top brush OFF/ON selector switch.
 - Side brushes OFF/ON selector switch.
 - Top brush return level/normal/return up selector switch.
 - Auto start ON/OFF selector switch.
 - Chemical Injector Pump ON/OFF selector switch.
 - Undercarriage Wash ON/OFF selector switch.
 - Program Selection Switches: Provide the following program selection switches in addition to the above. Unit shall default to the small bus selection.
 - Car/Light Truck.
 - Mini-van.
 - Van
 - Large SUV.
 - Small Bus.
 - Accessories.

R. Communication Light System:

1. Driver shall be notified to proceed and exit the wash system by two communication signal lights, installed at each opening of the building.
2. Driver shall be directed throughout the wash process with a LED- traffic light (Red/ Green).
3. Lights shall interact and be a function of the control system. Traffic lights shall be contained in a watertight, enclosure.

S. Electrical:

1. Washer: 460/ 480 VAC, 3 phase, 20 Amp.
2. Washer Control Panel: 460 VAC, 3 phase, 70 Amp.
3. Ozone Generator: 120 VAC, 1 phase, 5 Amp FLA, plug in receptacle with 15 Amp circuit breaker.
4. Water: 1-1/2 inch at 40 PSI, 30 GPM maximum.
5. Air: 1/2 inch at 100 PSI maximum.
6. Drain: Existing 4 feet trench

T. Manufacturers Reference:

1. Prime Manufacturer: This specification is based on the equipment identified in Section 2. 1-5 and b below to establish an acceptable standard of quality, performance and features.
2. N/S Wash Systems, 235 W Florence Avenue
Inglewood, California 90301
Telephone: (877) 679- 2741
3. Model: Nautica 4M-12 with WWS-220 Reclaim System or Approved Equal.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Coordinate location of rough-in work and utility stub-outs to assure match with equipment to be installed.
- B. Inspect delivered equipment for damage from shipping and exposure to weather. Compare delivered equipment with packing lists and specifications to assure receipt of all items.
- C. Report in writing to the project manager any damaged, missing or incomplete scheduled equipment and improper rough-in work or utility stub-outs.

3.2 INSTALLATION

- A. Manufacturer shall be responsible for complete operational equipment installation.

- B. Perform work under direct supervision of Foreman or Construction Superintendent with authority to coordinate installation of scheduled equipment with project manager.
- C. Install equipment in accordance with plans, shop drawings and manufacturer's instructions:
- D. Positioning: Place equipment in accordance with any noted special positioning requirements generally level (or slight slope as required by instructions), plumb, and at right angles to adjacent work.
- E. Fitting: Where field cutting or trimming is necessary, perform in a neat, accurate, professional manner without damaging equipment or adjacent work.
- F. Anchorage: Use fastenings as specified herein. Attach equipment securely to prevent damage resulting from inadequate fastenings. Installation fasteners shall be installed to avoid scratching or damaging adjacent surfaces.
- G. Upon completion of work, finish surfaces shall be free of tool marks, scratches, blemishes, and stains.

3.3 TESTING

- A. Specification Compliance: After final connections are made and prior to authorizing payment, specified equipment shall be tested for compliance with all specified features.
- B. Performance Testing: Each washer shall consecutively wash five vehicles of Owner's choosing within 45 minutes.
- C. Equipment shall not damage vehicles, including mirrors, windshield wipers and windows, or equipment itself.
- D. Malfunctions during testing shall be corrected within five days and re-tested. Malfunctions during second testing shall be corrected within five days and re-tested.
- E. Inadequate Performance: If equipment fails third test, Owner may elect to have all specified Vehicle Wash Equipment removed from site at no cost or obligation to Owner.

3.4 CLEANUP

- A. Touch-up damage to painted finishes.
- B. Wipe and clean equipment of any oil, grease, and solvents, and make ready for use.
- C. Clean area around equipment installation and remove packing or installation debris from job site.
- D. Notify RTC Project Manager for acceptance inspection.

3.5 TRAINING

- A. Direct the technical representative to provide specified hours of training to designated Owner's maintenance personnel in operation and maintenance of the following equipment. Coordinate, with Owner, training schedule and list of personnel to be trained.
- B. Bus washer and reclaim system (Mark Nos.): 8 hours.
- C. Obtain, from technical representative, a list of Owner's personnel trained in equipment operations and maintenance.

END OF SECTION 2

SAMPLE

Other Requirements:

- I. Project work on site shall not interfere with the operations of RTC paratransit operations.
- II. All activities including vehicle parking, material receiving, storage/laydown area shall be coordinated with RTC staff in consideration of on-site paratransit operator's requirements.
- III. Work activities shall be between the hours of 7:00 am and 4pm.
- IV. Any disruptions to utilities such as power, water, etc. shall be coordinated with the RTC staff.
- V. Contractor shall determine if any local permits are required and shall apply and pay for permits. RTC will reimburse the contractor for the cost of the permit.
- VI. Additional optional items: the Contractor may provide a description and cost for additional optional features that may benefit the RTC. Please provide a separate description and cost for any additional features.

SAMPLE

EXHIBIT B
PRICING AND FEE SCHEDULE

Section	Item Description	Total Cost \$
A. Design and Permit	Design Cost	5,000.00
	Permit Fees (estimate/if required)	0
Sub Total \$		5,000.00
B. Construction	Construction Cost	0
	Removing Existing Wash	6,875.00
Sub Total \$		6,875.00
C. Bus Wash System	System Purchase	168,706.00
	Interconnect	38,750.00
	Floor modification (if needed)	0
Sub Total \$		207,456.00
Grand Total \$		219,331.00

Retention Amount:

The RTC will deduct and retain ten percent (10%) from contractor compensation until acceptance of overall completion of project from RTC's project manager.

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

2020-08-27 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) 335-1845.

2. INDEMNIFICATION

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

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

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

If 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 by RTC before work commences. RTC reserves the right to require complete, certified copies of all required insurance policies, including all Subs' policies, upon request. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

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

6. SUBCONTRACTORS & SUBCONSULTANTS

CONTRACTOR shall include all subcontractors and subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR it shall require its Subs to maintain separate liability coverages and limits of the same types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County as additional insureds under its commercial general liability policy subject to the same requirements stated herein without

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

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

8. ACCEPTABILITY OF INSURERS

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

9. MISCELLANEOUS CONDITIONS

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

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

10. COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

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

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

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

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

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

11. COMMERCIAL AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

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

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

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

13. NETWORK SECURITY AND PRIVACY LIABILITY

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

ATTACHMENT H
FTA REQUIRED CLAUSES

1 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

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

The following access to records requirements apply to the Agreement:

- A. The Contractor agrees to provide the RTC, the FTA Administrator, the DOT Office of Inspector General, Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and as

may be necessary for the RTC to meet its obligations under 2 CFR Part 200. This access includes timely and reasonable access to personnel for interviews and discussions related to the records. This right of access is not limited to the required retention period set forth in subsection C below, but continues as long as the records are retained.

- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under the Agreement for a period of not less than three years, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case the Contractor agrees to maintain such materials until the RTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The retention period commences after the RTC makes final payment and all other pending contract matters are closed.
- D. The Contractor shall include this clause in all subcontracts and shall require all subcontractors to include the clause in their subcontracts, regardless of tier.

4 - FEDERAL CHANGES

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

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

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

6 - CIVIL RIGHTS LAWS AND REGULATIONS

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

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

B. Nondiscrimination—Title VI of the Civil Rights Act

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

C. Equal Employment Opportunity

1. Federal Requirements and Guidance. Contractor shall prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and (i) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; (ii) facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to Federal assistance programs; (iii) comply with Federal transit law, specifically 49 U.S.C. § 5332; (iv) comply with Federal Transit Administration Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;” and (v) follow other Federal guidance pertaining to equal employment opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.
2. Specifics. Contractor shall ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later executive order that amends or supersedes it, and as specified by U.S. Department of Labor regulations. Contractor shall take affirmative action that includes but is not limited to (i) recruitment advertising, recruitment, and employment; (ii) rates of pay and other forms of compensation; (iii) selection for training, including apprenticeship, and upgrading; and (iv) transfers, demotions, layoffs, and terminations. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer.”
3. Equal Employment Opportunity Requirements for Construction Activities. Contractor shall comply, when undertaking “construction” as recognized by the U.S. Department of Labor, with (i) U.S. Department of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Chapter 60; and (ii) Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later executive order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Nondiscrimination on the Basis of Sex:

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

E. Nondiscrimination on the Basis of Age:

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

F. Nondiscrimination on the Basis of Disability:

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. Contractor further agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

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

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

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

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

7 - INCORPORATION OF FTA TERMS

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

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

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

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

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

- A. Contractor shall comply and facilitate compliance with U.S. Department of Transportation regulations, “Non-procurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget “Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement),” 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a Federal Transit Administration official irrespective of the contract amount. As such, Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
 - 1. Debarred from participation in any federally assisted award;
 - 2. Suspended from participation in any federally assisted award;
 - 3. Proposed for debarment from participation in any federally assisted award;
 - 4. Declared ineligible to participate in any federally assisted award;
 - 5. Voluntarily excluded from participation in any federally assisted award; or
 - 6. Disqualified from participation in any federally assisted award.
- B. Contractor certifies that it and/or its principals, affiliates, and subcontractors are not currently debarred or suspended. Contractor shall promptly inform the RTC of any change in the suspension or debarment status of Contractor or its principals, affiliates, and subcontractors during the term of the Agreement. Further, Contractor shall include a provision requiring compliance with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200 in its lower-tier covered transactions.
- C. The certification in this clause is a material representation of fact relied upon by RTC. If it is later determined by the RTC that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the RTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the term of the Agreement.

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

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has

not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the RTC.

11 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-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.

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

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq. The Contractor agrees to report each violation to the RTC and understands and acknowledges that the

RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

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

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

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

- A. The RTC has established a DBE Program pursuant to 49 C.F.R. Part 26. The requirements and procedures of RTC's DBE Program are hereby incorporated by reference into this Agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Failure by the Contractor to carry out RTC's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement and may be grounds for termination of this Agreement, or other such remedy as RTC deems appropriate, which may include, but is not limited to withholding monthly payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible. The Contractor shall ensure that compliance with RTC's DBE Program and the requirements of 49 C.F.R. Part 26 be included in any and all subcontracts entered into which arise out of or are related to this Agreement.
- B. For purposes of this Agreement, the RTC will accept only DBEs that are:
 - 1. Certified at the time of bid opening or proposal evaluation, by the RTC or the Unified Certification Program; or
 - 2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received Federal Transit Administration approval; or
 - 3. Certified by another agency approved by the RTC.
- C. The Contractor must take necessary and reasonable steps to ensure that DBEs have a fair opportunity to participate in this Agreement. If the Contractor qualifies as a certified DBE in accordance with the requirements of 49 C.F.R. Part 26, Subpart D, or is joint venturing with a DBE certified in accordance with the cited regulations, a copy of the DBE certification(s) issued by a Unified Certification Program (UCP) in accordance with the cited regulations, and a description of the dollar value of the proposed work that it intends to perform with its own forces, together with a statement of the percentage interest in the Contract held by a joint venture DBE must be submitted. The Contractor must provide (1) written documentation of the Contractor's commitment to use identified DBEs; and (2) written confirmation from the DBE that it is participating in the Agreement.

- D. Contractor shall not terminate DBE subcontractors listed in the DBE Participation Schedule without RTC's prior written consent. The RTC will provide its written consent only if Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Agreement for any reason, Contractor shall make good-faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify The RTC in writing of its efforts to replace the original DBE. These good-faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was terminated, to the extent needed to meet the contract goal established for this procurement.
- E. The Contractor is require to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the RTC. In addition, if the Contractor holds retainage from its subcontractors, it shall return any retainage to those subcontractors within 30 days after the subcontractor's work related to the Agreement is satisfactory completed.

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

Contractor agrees to comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661, which state that Federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal Transit Administration-funded projects are produced in the United States, unless a waiver has been granted by the Federal Transit Administration or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 CFR 661.11. The Contractor shall be responsible for providing any required Buy America certifications under such regulations.

16 - PREVAILING WAGE AND ANTI-KICKBACK COMPLIANCE

- A. Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. § 3141-3144 and 3146-3148, as supplemented by U.S. Department of Labor regulations at 29 CFR Part 5, "Labor Standards Provisions Applicable top Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week.
- B. Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by U.S. Department of Labor regulations at 29 CFR Part 3, "Contractors and Subcontractor on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

17 - 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.

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

Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. Contractor also agrees to ensure that all work performed under this Agreement, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the Project.

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

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



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: April 16, 2021

AGENDA ITEM 4.18

From: Stephanie Haddock, CGFM, Director of Finance/CFO

RECOMMENDED ACTION

Acknowledge receipt of a report regarding indexed fuel taxes in Washoe County as required by NRS 373.065.

BACKGROUND AND DISCUSSION

NRS 373.065 requires that before each statutorily required annual inflationary adjustment is made to fuel tax rates in Washoe County, the Regional Transportation Commission (RTC) review, at a public meeting, the amount of the upcoming adjustment, the history of past adjustments, and what has been done with the revenue collected. This agenda item presents to the RTC Board the required data for its review. The PPI index adjustment beginning July 1, 2021, is 1.32%.

FISCAL IMPACT

There is no fiscal impact to the FY 2021 Budget associated with this Board action. The additional revenues generated in FY 2022 by the indexed fuel taxes will be programmed in the FY 2022 budget.

PREVIOUS BOARD ACTION

April 17, 2020 Acknowledged receipt of the report regarding indexed fuel taxes in Washoe County.

ATTACHMENT(S)

- A. Indexed Fuel Taxes Report
- B. PPI and Bond Projects Summary
- C. FY 2020 Fuel Tax Road Projects


REGIONAL TRANSPORTATION COMMISSION
Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Attachment A - REPORT REGARDING INDEXED FUEL TAXES

Previous PPI index adjustments as follows:

<u>Fiscal Year</u>	<u>PPI Rate</u>
2021	2.10%
2020	1.30%
2019	1.98%
2018	2.15%
2017	3.43%
2016	5.25%
2015	6.05%
2014	6.22%
2013	5.81%
2012	4.98%
2011	5.18%
2010*	6.20%

*Effective January 2010

Prior to that, there were CPI index adjustments in 2004, 2005, 2006, 2007, 2008, and 2009. It should be noted that due to the timing requirement to implement the increases, preliminary index rates are used for the last two months of the calendar year. All indexes from the Bureau of Labor Statistics are subject to revision up to four months after publication. The indexes will be trued up in the calculation of the next year's 10 year average calculations.

ADDITIONAL BACKGROUND

In November 2008, the voters in Washoe County passed ballot question RTC-5 which proposed a measure to ensure a portion of the funding necessary to implement the 2035 Regional Transportation Plan (RTP). This was to be done by adjusting or “indexing” fuel taxes annually to recapture the purchasing power being lost by these revenues due to inflation in the cost of street and highway construction. The RTC-5 funding measure changed the existing indexing basis from the Consumer Price Index (CPI) to the Producer Price Index (PPI). It also recaptured the lost purchasing power on the federal and state fuel taxes being paid in Washoe County by indexing the federal and state taxes on gas, alternative fuels, and diesel. The Nevada State Legislature approved enabling legislation for RTC-5 with the passage of SB 201, and the Washoe County Commission subsequently enacted the implementing ordinance in August 2009. While the enabling legislation, codified in NRS 373.067, specifies that the annual inflationary adjustments will occur automatically, subsection 2b requires the Regional Transportation Commission:

- (1) To review, at a public meeting conducted after the provision of public notice and before the effective date of each annual increase imposed by the ordinance:

- I. The amount of that increase and the accuracy of its calculation;
 - II. The amounts of any annual increases imposed by the ordinance in previous years and the revenue collected pursuant to those increases;
 - III. Any improvements to the regional system of transportation resulting from revenue collected pursuant to any annual increases imposed by the ordinance in previous years; and
 - IV. Any other information relevant to the effect of the annual increases on the public; and;
- (2) To submit to the board any information the commission receives suggesting that the annual increase should be adjusted.

To conform with the July 1 to June 30 fiscal year and budgetary requirements of the State, as well as the amount of administrative lead time required by the Department of Motor Vehicles to make adjustments in the fuel tax rates, reports are submitted to the RTC Board for the rate increases in April to be effective July 1. Collections of the PPI indexed fuel taxes began on January 1, 2010, and the local governments and the RTC received the first proceeds in March 2010.

The amount of RTC PPI indexed funds collected through FY 2020 were:

<u>PPI Revenues</u>		
Fiscal Year	RTC⁽²⁾	Local Governments
2020	\$ 67,503,638	\$ 7,680,592
2019	67,780,011	7,824,459
2018	62,519,649	7,300,669
2017	56,953,775	6,629,077
2016	50,409,644	5,827,176
2015	41,564,035	4,850,891
2014	32,534,203	3,804,079
2013	24,740,803	2,888,994
2012	18,075,929	2,092,874
2011	12,288,597	1,419,438
2010 ⁽¹⁾	3,241,425	374,925

(1) Effective January 2010

(2) RTC amounts reported in the FY13 Indexed Fuel Report to the Board of Commissioners included CPI indexed amounts in the reported revenues. This report excludes CPI indexed revenues which were no longer collected after implementation of the PPI index in January 2010.

The estimate for PPI revenues for FY 2021 is \$70,902,408.

Inflationary Adjustment Effective July 1, 2021

On July 1, 2021, an inflationary adjustment of 1.32% will be made to the motor vehicle fuel tax rates in Washoe County, increasing rates on a cents per gallon basis as follows:

Fuel Type	Local		Total
	RTC	Governments	
Gasoline/ Gasohol	1.0260	0.1612	1.1872
Diesel	1.1284	-	1.1284
LPG	0.8720	-	0.8720
CNG	0.8503	-	0.8503
A55 ⁽¹⁾	0.4111	-	0.4111

(1) Emulsion of water based hydrocarbon

Attachment A identifies the rolling ten-year average PPI rates from the U.S. Bureau of Labor Statistics associated with the fuel taxes for local governments (NRS 365) and the RTC fuel tax (NRS 373).

It should be noted that in July of 2010, the Bureau of Labor Statistics modified the publication structure for Material and Supply inputs to the Construction Industry. As a result, the PPI index for Highway and Street Construction (BHWY code) was discontinued and replaced with the PPI index for Other Nonresidential Construction (WPUIP2312301 code). The RTC Board of Commissioners approved a change to the new index in March 2011.

Adjustments from Previous Years

PPI Indexing. On January 1, 2010, in order to transition to the PPI index, the CPI indexed amount was frozen at the rate in effect as of July 1, 2008 (FY 2009), and the new indexing provisions calculated on the PPI rate were implemented on the local, state and federal tax rates for gasoline, and state and federal tax rates for diesel and other special fuels. The annual incremental changes in Motor Vehicle Fuel Tax due to PPI increases in Washoe County follow:

Improvements to the Regional Road System (RRS)

The total estimated amount of revenue from indexed fuel taxes distributed to the RTC including CPI since inception is \$519.3 million through January 2021. This entire amount has been programmed along with other fuel tax revenues for project implementation and as the pledged revenue for debt service for four revenue bond sales totaling \$435 million that were implemented to fund road projects. Indexing serves as major part of the pledged revenue for repayment of the bond debt service. As of August 2016, all the proceeds from the bond sales have been expended and the RTC is back to primarily funding road projects with indexed fuel tax revenues. A complete list of the historical bond funded projects can be found in attachment B and FY 2020 indexed fuel tax funded projects are listed in attachment C.

Annual Increases in Cents per Gallon

Fiscal Year	10 Yr. Avg. PPI	<u>Gasoline/Gasohol</u>			Washoe County Total	Diesel	LPG	CNG	A55 ⁽¹⁾
		RTC	Local Govt's.						
2022	1.32%	1.0260	0.1612	1.1872	1.1284	0.8720	0.8503	0.4111	
2021	2.10%	1.5987	0.2513	1.8499	1.7582	1.3587	1.3250	0.6406	
2020	1.30%	0.9769	0.1535	1.1305	1.0744	0.8303	0.8097	0.3915	
2019	1.98%	1.4518	0.2281	1.6800	1.5968	1.2339	1.2033	0.5818	
2018	2.15%	1.5511	0.2438	1.7949	1.7060	1.3183	1.2856	0.6215	
2017	3.43%	2.3925	0.3760	2.7686	2.6314	2.0334	1.9830	0.9587	
2016	5.25%	3.4794	0.5468	4.0262	3.8267	2.9571	2.8838	1.3942	
2015	6.05%	3.7808	0.5942	4.3750	4.1582	3.2134	3.1336	1.5150	
2014	6.22%	3.6595	0.5751	4.2346	4.0247	3.1102	3.0330	1.4663	
2013	5.81%	3.2305	0.5077	3.7382	3.5530	2.7457	2.6775	1.2945	
2012	4.98%	2.6377	0.4146	3.0522	2.9010	2.2418	2.1862	1.0569	
Total		25.7850	4.0524	29.8373	28.3587	21.9148	21.3710	10.3320	

(1) Emulsion of water based hydrocarbon

Information Received from the Public Regarding the July 1, 2021 Adjustment

No comments have been received at this point in time.

Attachment B

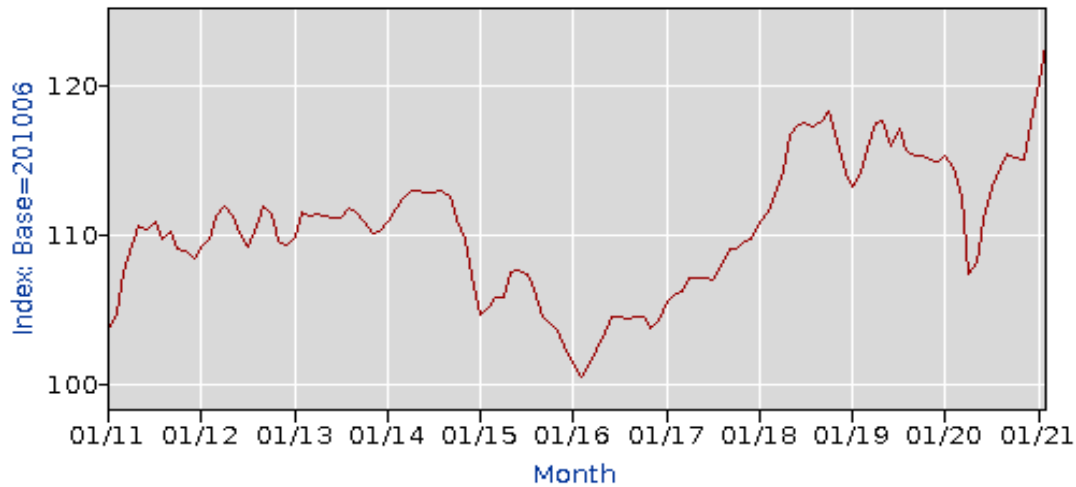
PRODUCER PRICE INDEX AVERAGE ANNUAL CHANGE ROLLING 10 YEARS

Source: Bureau of Labor Statistics, Other Non-residential Construction Index

10-Year Range	2011-2020
	8.8%
	1.7%
	0.5%
	0.5%
	-5.6%
	-2.1%
	4.1%
	7.1%
	0.2%
	-2.0%
Rolling Avg	1.32%

Producers Price Index-Commodities

Series Id: WPUIP2312301 - Other Nonresidential Construction, goods



**RTC 5 BOND PROJECTS
EXPENDITURES LIFE-TO-DATE BY BOND ISSUE**

Bond Funded Projects As of December 31,2016

Project Number	Project Termini	Total
Multi	Pre Bond Project expenditures 1/26/09 - 6/26/09	\$ 676,250.00
212025	Bravo	868,552.43
242011	Bridge St. / Caughlin Pkwy	1,082,999.02
212035	Coliseum / Yori	760,551.79
222013	E. Glendale	1,226,316.58
222020	E. Lincoln	927,254.61
212021	Echo Avenue	982,740.74
222008	El Rancho	1,341,018.76
212029	Evans / Highland	1,059,969.42
542023	FY11 Bike/Ped Improvements	168,526.98
532010	Geiger Grade Realignment	930,831.03
542021	I-580 Northbound Widening	20,000,000.00
222016	International Place / Icehouse Rd.	454,427.71
244001	Intersection Corrective Maintenance	1,465,919.94
244002	Intersection Corrective Maintenance 2	1,247,536.73
244003	Intersection Corrective Maintenance 3	908,782.27
222017	Larkin / Madison	709,203.39
212024	Las Brisas	810,415.97
512009	Lemmon Drive	247,890.39
222009	Lillard	1,177,260.90
222021	Linda / Southern	1,201,904.97
212023	Longley	1,068,477.12
222015	Loop / Saloman	629,758.51
212036	Mae Anne	1,578,105.21
212015	Mae Anne	641,500.14
212005	Mae Anne Ave. Rehab.	34,040.09
212047	Mayberry	2,346,436.27
212034	Mayberry	2,628,315.23
540102	McCarran Sidewalk	149,880.50
212009	Military Road	2,780,321.83
212010	Mill Street	1,853,832.71
532005	Moana Lane Widening	35,600,521.94
212017	Moya Blvd	2,143,451.90
212026	Mt. Rose	472,072.02
212011	N. Virginia	2,222,151.95
212038	Neil / Gentry / Terminal	28,733.80
212048	Neil / Gentry / Terminal	367,661.85
221001	Nichols	927,641.90
212012	Parr Boulevard	2,469,679.82
212030	Parr Circle / Catron Drive	1,266,489.18
212044	Peckham	774,380.46
212013	Pembroke	1,716,870.84
532008	Plumb / Harvard	168,196.21
212045	Plumb Lane	6,675,556.78
532012	Plumb/Terminal ITS	289,717.07
540082	Pyramid / McCarran	20,570.64
540082	Pyramid / US395 Connector	69,319.56
212022	Ralston / Fifth	1,854,752.80
343010	Regional Road Maint. Patching 10	1,213.00
343011	Regional Road Maint. Slurry Seal 10	284,974.49
343014	Reg'l Road Maint. Crack Seal 11	124,043.11
343017	Reg'l Road Maint. Crack Seal 12	559,199.20
343012	Reg'l Road Maint. Patching 11	779,063.19
343016	Reg'l Road Maint. Patching 12	610,639.56
343013	Reg'l Road Maint. Slurry Seal 11	5,261,559.60
343015	Reg'l Road Maint. Slurry Seal 12	3,265,362.24
212006	Reno Consolidated 0901	1,486,366.81
212016	Reno Consolidated 0902	1,920,048.49
212018	Reno Consolidated 1001	785,000.04
212028	Reno Consolidated 1002	1,866,519.46
212031	Reno Consolidated 1003	3,168,984.84
212039	Reno Consolidated 1004	4,370,039.33
212040	Reno Consolidated 1005	863,131.10
212032	Reno Consolidated 1101	1,779,397.81
212033	Reno Consolidated 1102	2,850,741.31

**RTC 5 BOND PROJECTS
EXPENDITURES LIFE-TO-DATE BY BOND ISSUE**

Bond Funded Projects As of December 31,2016

Project Number	Project Termini	Total
212041	Reno Consolidated 1103 Gould / Lewis / Prosperity / Sunshine / Kuenzli	1,707,326.79
542019	Reno/Sparks Bike Ped Plan All jurisdictions	53,697.61
212042	Ridgeview Plumas / Lakeside	358,493.10
510072	Robb Drive I80 / Sharlands	117,182.91
222019	Rock Blvd Glendale / Hymer	841,146.52
532011	SE Connector Phase I Greg St/Clean Water Way	88,184,041.73
532013	SE Connector Phase II Clean Water Way/South Meadows	120,524,435.00
530042	SE Connector Plan Alignment	202,034.91
542013	SE McCarran Study Longley / Greg	96,307.07
542017	SE McCarran Widening Const. Longley / Greg	39,109,202.14
212027	Security Circle N. Virginia / N. Virginia	835,226.70
212037	Silver Lake Stead / Sky Vista	764,518.22
212043	Socrates McCarran / Sienna	1,914,449.46
222010	Sparks Consolidated 0902 Deming Way / Bergin / Franklin	1,152,135.55
220082	Sparks Consolidated 0903 Freeport / Steneri	2,231,867.08
222011	Sparks Consolidated 1001 Crane / Frazer / Hymer / Pacific / Pittman / Shaber / 15th-21st	5,008,735.59
222022	Sparks Consolidated 1101 Marietta / Snider	1,720,509.21
222025	Sparks Consolidated 1201 Greenbrae/ Merchant	1,724,834.89
222018	Spice Island / United Circle Greg / Franklin - Spice Island / Spice Island	2,395,074.04
212019	Summit Ridge / Sky Mountain W. McCarran / 4th	1,545,321.76
232002	Tanburg 7th / Mineral	219,915.75
212020	Taylor Street Virginia / Kietzke	33,557.58
542025	TE Spot Intersection Project 11/12 All jurisdictions	1,309,401.64
542020	TE Spot Intersection Project 9/10 All jurisdictions	1,354,736.10
5328	US395 / Meadowood Interchange	7,652,863.09
532009	Veterans Parkway / Geiger Grade Roundabout	5,375,728.77
222012	Victorian Phase II Pyramid / McCarran	3,351,267.23
522008	Vista / Baring NB Left turn lane	461,632.80
522007	Vista Boulevard Los Altos / Wingfield Springs	8,603,385.79
212014	W. 7th Street Madera Ct. / McCarran	809,705.94
212046	W. Huffaker Del Monte / Spring Leaf	909,659.64
222014	York 18th / 4th	1,642,597.78
TOTAL		\$ 441,214,065.93

ATTACHMENT C

**Regional Transportation Commission
Reno, Sparks and Washoe County, Nevada**

**SCHEDULE OF CONSTRUCTION PROJECT EXPENDITURES
GENERAL FUND
(Regional Streets and Highways Fund)**

Year ended June 30, 2020

	Right- of-way Acquisition	Engineering and Inspection	Construction	Total
All Jurisdictions				
2018 Preventive Maintenance	\$ -	\$ 47,998	\$ 1,098,591	\$ 1,146,589
2019 Preventive Maintenance	-	355,692	5,367,258	5,722,950
2020 Preventive Maintenance	-	323,938	1,515,622	1,839,560
Bus Stop 19-01	-	418,748	287,374	706,122
Green Bicycle/Stamps	-	-	11,522	11,522
Traffic Management 1/2A/2B	-	71,733	882,601	954,334
	<u>-</u>	<u>1,218,109</u>	<u>9,162,968</u>	<u>10,381,077</u>
City of Reno				
4th and Prater corridor improvement - Evans/Galletti	19,597	-	569,765	589,362
Arlington Bridges	-	108,330	-	108,330
Bicycle and Pedestrian Improvement(2018) - Keystone/California	-	154,836	1,642,801	1,797,637
Bicycle and Pedestrian Improvement(2018) - Mill/1580/McCarran	-	100,937	-	100,937
Center St. Multi-Modal	-	102,176	-	102,176
Golden Valley - Yorkshire/Virginia	-	109,070	-	109,070
Kings Row - Keystone Ave/Wyoming Ave	-	88,636	-	88,636
Kuenzil St. Conversion	-	133,442	-	133,442
Lakeside Dr. - Evans Creek/McCarran	-	238,272	-	238,272
Lemmon Dr. - US 395 to Military Rd/Fleetwood to Chickadee Dr.	-	418,805	-	418,805
Newport Lane	-	106,907	-	106,907
Oddie/Wells Corridor Multi-Modal	-	314,815	-	314,815
Reno Consolidated 19-01 - Sutro/1st/Lake/State St.	-	269,251	3,739,507	4,008,758
Reno Consolidated 19-02 - North Hills/ Hunter Lake/Sky Vista Dr.	-	262,509	3,162,758	3,425,267
Reno Consolidated 19-03 - Sierra Highlands/Colbert Dr.	-	150,850	2,301,363	2,452,213
Reno Consolidated 20-01 - Mayberry Dr./California Ave/First St.	-	290,770	-	290,770
Reno Consolidated 21-01 - Lund/Armstrong/Yuma	-	109,855	-	109,855
Reno Sparks Indian Colony Riverside Pathway	-	172,443	-	172,443
Southeast Connector Phase 2 - Clean Water/S. Meadows	-	327,570	258,228	585,798
Traffic Management 3	-	45,030	-	45,030
Traffic Management/LiDAR	-	83,763	-	83,763
Virginia St/ Midtown/UNR	580,805	3,289,764	35,228,551	39,099,120
	<u>600,402</u>	<u>6,878,031</u>	<u>46,902,973</u>	<u>54,381,406</u>
City of Sparks				
4th/Prater corridor improvement - Galletti/Pyramid	19,597	-	569,766	589,363
Clean Water Way - McCarran/Treatment Plant	-	24,633	14,009	38,642
Greg St.- E. McCarran Blvd/Railroad Tracks	-	181,274	-	181,274
Oddie/Wells Corridor Multi-Modal	-	314,816	-	314,816
Prater Way - Howard Dr./Sparks Blvd	-	413,095	1,314,070	1,727,165
Sparks Blvd Capacity Improvement	-	162,553	-	162,553
Sparks Consolidated 19-01 - 15th St.	3,000	247,854	2,558,668	2,809,522
Sparks Consolidated 21-01 - Packer Way/Wild Island Ct.	-	32,637	-	32,637
Traffic Management 3	-	45,030	-	45,030
	<u>22,597</u>	<u>1,421,892</u>	<u>4,456,513</u>	<u>5,901,002</u>
Washoe County				
Lemmon Dr. - US 395 to Military Rd/Fleetwood to Chickadee Dr.	-	418,805	-	418,805
Southeast Connector phase 2 - Clean Water/S. Meadows	-	81,892	64,557	146,449
Sun Valley Corridor Multi-Modal	30	808,490	-	808,520
	<u>30</u>	<u>1,309,187</u>	<u>64,557</u>	<u>1,373,774</u>
NV Department of Transportation				
Pyramid/McCarran intersection improvements	-	1,000	21,020	22,020
Pyramid Hwy./US 395 connector	-	250,000	-	250,000
Spaghetti Bowl Xpress	-	-	5,000,000	5,000,000
	<u>-</u>	<u>251,000</u>	<u>5,021,020</u>	<u>5,272,020</u>
Total All Projects	<u>\$ 623,029</u>	<u>\$ 11,078,219</u>	<u>\$ 65,608,031</u>	<u>\$ 77,309,279</u>



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: April 16, 2021

AGENDA ITEM 4.19

From: Stephanie Haddock, CGFM, Director of Finance/CFO

RECOMMENDED ACTION

Approve an amendment to RTC Management Policy P-13 – Procurement, Contracting and Contract Administration.

BACKGROUND AND DISCUSSION

This amendment revises Appendix A for federally funded “Micro Purchase Procedures” raising the threshold from \$10,000 to \$50,000 in accordance with 2 CFR 200.320(a)(1)(iv) which became effective November 12, 2020. The change is intended to improve the efficiency and effectiveness of procurement activities by aligning the thresholds for federally funded purchases and locally funded purchase with the maximum amounts authorized under both federal and state law. This amendment also makes changes to “Micro Purchase Procedures” and “Small Purchase Procedures” to more accurately reflect the differing requirements in NRS chapter 332 and NRS chapter 338.

FISCAL IMPACT

There is no fiscal impact in connection with this agenda item.

PREVIOUS BOARD ACTION

The Commission amended RTC Management Policy P-13 in November 2020 to align policy requirements more closely with current federal and state law and best practices of other local governments.

ATTACHMENT

- A. RTC Management Policy P-13, as amended

RTC Management Policy P-13
Date Approved: 08/04/1986
Date Revised: 11/19/1999
11/19/2004
10/20/2006
02/10/2009
10/15/2010
06/15/2018
09/20/2019
11/20/2020
04/16/2021

MANAGEMENT POLICY

SUBJECT: PROCUREMENT, CONTRACTING, AND CONTRACT ADMINISTRATION

I. PURPOSE

It is the policy of the Regional Transportation Commission (RTC) to comply with applicable state and federal procurement requirements, including the Nevada Revised Statutes (NRS), the United States Code (U.S.C.), and procurement requirements of the Nevada Department of Transportation (NDOT), U.S. Department of Transportation, Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). As state and federal procurement requirements are amended, this policy will be amended to conform. In the event of a conflict between this policy and state or federal procurement requirements, RTC will comply with the state and federal procurement requirements.

The purpose of this Management Policy is to define authorities and responsibilities for the procurement, contracting, and contract administration activities of RTC. This Management Policy applies to public works and the purchase of materials, goods, and services. This Management Policy does not apply to:

- Purchases of real property;
- Purchases of fuel, utilities, and municipal services;
- Acquisition of right-of-way;
- Disposal of surplus property;
- Purchases of annual maintenance licenses for existing software;
- Letting of revenue contracts;
- Selection of public-private partnerships;
- Interlocal or cooperative agreements (which are addressed separately in RTC's Interlocal Agreements Policy); OR
- Employment matters.

II. SCOPE

Public

X Board Members

X RTC Officers

X RTC Employees

Other: _____

III. DEFINITIONS

A. Cardinal Change – Any contract change that is not within the general scope of the original contract.

B. Environmentally Preferred Product – An item produced with the highest recycled content achievable, recyclable, and sustainably and locally sourced.

IV. POLICY

A. General

1. Legal Framework: All RTC contracts must be procured in accordance with NRS 332, NRS 338, NRS 625, and any other applicable state laws and regulations. Contracts relating to projects that will be funded in whole, or in part, with federal funding administered by FTA must be procured in accordance with 2 C.F.R. 200, 49 U.S.C., 49 C.F.R., other FTA requirements, and any other applicable federal laws and regulations. Contracts relating to projects that will be funded in whole, or in part, with federal funding administered by NDOT on behalf of FHWA must be procured in accordance with 2 C.F.R. 200, 23 U.S.C., 23 C.F.R., other FHWA requirements, NDOT's Local Public Agency Program, and any other applicable federal laws and regulations.

2. Business Objectives

a. RTC will use best efforts to achieve the following business objectives:

- 1) Minimize reasonably foreseeable risks, and eliminate unreasonable or unnecessary risks;
- 2) Maximize the public value generated from the expenditure of public funds;
- 3) Build strong and lasting relationships with contractors; AND
- 4) Cultivate a competitive marketplace for goods and services.

3. Standards of Conduct: The Executive Director will develop and maintain standards of conduct governing full and open competition, conflicts of interest, prohibited uses of confidential information, and discipline for violations of those standards.
4. Disadvantaged Business Enterprise Program: RTC will actively encourage and assist Disadvantaged Business Enterprises (DBE) to participate competitively in procurement actions. Encouragement and assistance will be provided pursuant to RTC's DBE Program.
5. Sustainable Purchasing: RTC's goal is to purchase environmentally preferred products without sacrificing quality and performance. Staff will strive to purchase products that meet or exceed United States Environmental Protection Agency standards and other more stringent environmental standards and certifications.

B. Procurement

1. Procurement Methods

- a. State and federal procurement requirements may authorize one or more procurement methods depending on the source of funds to be used, the estimated amount of the contract (annual amount or total amount), the type of materials, goods/services being procured, or other factors.
- b. Staff is authorized to use the procurement methods identified in Appendix A. Staff will select the procurement method that is most appropriate for achieving the business objectives of RTC. The Executive Director is responsible for developing and implementing procedures for staff to select and use the most appropriate procurement method.

2. Contracts Not Adapted to Award by Competitive Bidding

- a. The Nevada Legislature has declared that certain contracts by their nature are not adapted to award by competitive bidding. See NRS 332.115. The Executive Director is authorized to determine if and when one of those contracts is not subject to the competitive bidding requirements in NRS Chapter 332.
- b. If only local/state funds will be used, the Executive Director may determine the appropriate level of competition and direct staff to use an appropriate procurement method in Appendix A. If any federal funds will be used, federal competition requirements will still apply unless a federally recognized exception exists.

RTC Management Policy P-13
 Procurement, Contracting, and Contract Administration

3. **Emergency Purchases:** In the case of an emergency as defined in state and federal procurement requirements, staff may enter into contracts necessary to contend with the emergency without complying with the requirements of this policy if the Executive Director determines that an emergency exists. See NRS 332.112; 338.011. The Executive Director must report the action to the Board at its next regularly scheduled meeting. NRS 332.112(2); NRS 338.011(2).
4. **Procurement Authorization:** Procurements must be authorized by a department director prior to solicitation. Board authorization is also required prior to solicitation for procurements of professional services using either Competitive Proposal Procedures (RFP), Qualifications-Based Proposal Procedures (RFQ), or Qualified List Procedures. See Appendix A.
5. **Contract Award**
 - a. Contracts must be awarded prior to execution.
 - b. The following are the threshold levels for approving a recommendation to award a contract:

Contract Type/Amount	Authority
Contracts awarded by formal bidding procedures (IFB)	Executive Director
Contracts for Construction managers at risk	Board
Contracts for design-build teams	Board
Contracts Awarded by Other Procurement Methods:	
Contract amount ≤ \$25,000	Department Director
\$25,000 < Contract amount ≤ \$100,000	Executive Director
Contract amount > \$100,000	Executive Director and Board

- c. Staff will provide notice of the recommendation to award and intent to award at least seven business days prior to award when required by the protest procedures in Appendix B. When the Executive Director or a department director approves a recommendation to award a contract, staff will inform the Board of the award at its next regularly scheduled meeting. When Board action is required to approve a recommendation to award a contract, staff will present the material terms to the Board.

RTC Management Policy P-13
Procurement, Contracting, and Contract Administration

6. Protest Procedures: Staff will follow the protest procedures in Appendix B to ensure uniform, timely, and equitable consideration of protests to procurement actions. To the greatest extent permitted by law, the protest procedures in Appendix B are the exclusive means to protest RTC procurement actions.

C. Contracting

1. Contract Routing and Review: Contracts must be reviewed internally prior to execution to ensure that all contracts are sound and complete agreements.

2. Execution

- a. Contracts must be executed to be binding and effective. The following are the threshold levels for executing contracts:

Contract Amount	Authority
Contract amount ≤ \$25,000	Department Director
Contract amount > \$25,000	Executive Director

- b. Contracts may be executed in paper or electronic format as appropriate.

3. Purchase Orders: Purchase orders must be issued before either party proceeds with contract performance. Purchase orders cannot be issued until staff has confirmed that there is a fully executed contract.

D. Contract Administration

1. Contract Administration System

- a. The Executive Director is responsible for developing and implementing a contract administration system that ensures that contractors perform in accordance with the terms, conditions, and specifications of contracts and purchase orders.
- b. The threshold levels in this policy for authorizing and approving contract actions may be changed for individual contracts by official Board action.

2. Options

- a. When appropriate, contracts should include options to purchase specified materials, goods, and services at specified prices with procedures for exercising those options. The following are the threshold levels for authorizing and approving the exercise of options:

Cumulative Amount of Option(s)	Authority
Cumulative amount ≤ \$25,000	Department Director
Cumulative amount > \$25,000	Executive Director

- b. The cumulative amount is the amount of the option to be exercised combined with the total amount of all previously exercised options, if any.
- c. The threshold levels in this policy for authorizing and approving contract actions may be changed for individual contracts by official Board action.

3. Contingency: When appropriate, contracts may include line item contingency amounts. The department director must authorize and approve any use of contingency amounts.

4. Change Orders

- a. When appropriate, contracts should include a changes clause with procedures for preparing and processing contract changes that are within the general scope of the original contract, i.e., change orders. The following are the threshold levels for authorizing and approving change orders:

Contract Amount	Authority
Original contract amount ≤ \$1,000,000	Executive Director may authorize and approve change orders up to a cumulative amount of 25% of the Original Contract Amount or \$100,000, whichever is less. Board must approve change orders in excess of that amount.
Original contract amount > \$1,000,000	Executive Director may authorize and approve change orders up to a cumulative amount of 25% of the Original Contract Amount or \$500,000, whichever is less. Board must approve change orders in excess of that amount.

RTC Management Policy P-13
Procurement, Contracting, and Contract Administration

- b. The cumulative amount is the amount of the proposed change order combined with the total amount of all previous change orders, if any.
 - c. Cardinal changes are prohibited.
5. Modifications: Contract modifications that will not create additional financial or legal obligations for RTC, including but not limited to clarifying language and "no cost" extensions of the period for performance, can be authorized and approved by the Executive Director.

6. Amendments

- a. Contract amendments that will create additional financial or legal obligations for RTC must be authorized and approved prior to execution. The following are the threshold levels for authorizing and approving amendments:

Cumulative Amount of Amendment(s)	Authority
Cumulative amount \leq \$100,000	Executive Director
Cumulative amount $>$ \$100,000	Board

- b. The cumulative amount is the amount of the proposed amendment combined with the total amount of all previous amendments, if any.
 - c. Cardinal changes are prohibited.
7. Settlement of Disputes: Contract disputes may be resolved by settlement agreements. Any settlement process will be pursuant to RTC Settlement Authority Management Policy.
8. Routing and Review: Documents to effectuate contract actions must be reviewed internally prior to execution to ensure that all contracts documents are sound and complete agreements.
9. Execution:
- a. Documents to effectuate contract actions must be executed to be binding and effective. When the department director has authority to approve the contract action, the department director shall execute the appropriate documents. When the Executive Director is required to approve the contract action, the Executive Director shall execute the appropriate documents. When the Board is required to approve the contract action, the Executive Director shall execute the appropriate documents following Board approval.

RTC Management Policy P-13
Procurement, Contracting, and Contract Administration

- b. Documents may be executed in paper or electronic format, as appropriate.

- END -

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Appendix A
Procurement Methods

Methods	Page
1. Emergency Purchase Procedures	A-2
2. Petty Cash Procedures	A-2
3. Procurement Card Procedures	A-2
4. Micro Purchase Procedures	A-2
5. Small Purchase Procedures	A-3
6. Formal Bidding Procedures (IFB)	A-3
7. Competitive Proposal Procedures (RFP)	A-4
8. Qualifications-Based Procurement Procedures	A-4
A. Qualifications-Based Proposal Procedures (RFQ)	A-5
B. Qualified List Procedures	A-5
9. Sole Source Procedures	A-6
10. Special Procurement Methods	A-6

DRAFT

1. Emergency Purchase Procedures

Method: Staff attempts to solicit two or more proposals. If it is not possible to solicit two or more proposals, staff purchases from a single source without competition.

Authorization: Staff may only use emergency purchase procedures in the case of an emergency as defined in state and federal procurement requirements. In general, an emergency exists if the use of a competitive procurement method would result in a delay causing health, safety, or public welfare concerns. See N.R.S. 332.112; N.R.S. 338.011.

2. Petty Cash Procedures

Method: Staff uses the petty cash account to purchase non-inventory items without obtaining competitive quotes.

Authorization: Staff may purchase non-inventory items with petty cash when the cost is ≤ \$50. Only local or state funds can be used as petty cash.

3. Procurement Card Procedures

Method: Staff uses a Procurement Card (P-Card) to purchase non-inventory items without obtaining competitive quotes.

Authorization: Staff may purchase with a P-Card pursuant to the RTC P-Card Program when the expenditure is for:

- Authorized training and travel expenditures;
- ≤ \$1,000 for Facilities Maintenance expenditures; OR
- ≤ \$500 for all other expenditures.

The total annual expenditures by the holder of the P-Card must be within the spending limits approved by the assigned department director. Only local or state funds can be used for the RTC P-Card Program.

4. Micro Purchase Procedures

Method: Staff purchases without obtaining competitive quotes.

Authorization: Staff may purchase from a single source without competition when the following conditions are satisfied:

- In the case of public works contracts, the estimated contract amount is ≤ \$25,000.
- In the case of other contracts, the estimated contract amount is ≤ \$50,000.

Deleted: If only local/state funds will be used, s

Deleted: when total estimated contract amount is ≤ \$50,000.¶

¶
If any federal funds will be used, staff may purchase from a single source without competition when total estimated contract amount is ≤ \$150,000.¶
¶

5. Small Purchase Procedures

Method: Staff purchases after soliciting an appropriate number of proposals/bids and obtaining at least two proposals/bids. In the case of public works contracts, staff must solicit no less than three bids. See N.R.S. 338.13862(1)(a) and N.R.S. 338.1444(1)(a). In the case of other contracts, staff must solicit no less than two proposals/bids. See N.R.S. 332.063.

Deleted: obtaining

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Authorization: Staff may use small purchase procedures when the following conditions are satisfied:

- In the case of public works contracts, the estimated contract amount is ≤ \$100,000.
- In the case of other contracts, both of the following conditions are satisfied:
 - Estimated annual amount required to perform contract is ≤ \$100,000; AND
 - Total estimated contract amount is ≤ \$250,000.

6. Formal Bidding Procedures (IFB)

Method: RTC advertises an invitation for bids and awards a contract to the lowest responsive and responsible bidder.

Authorization: Staff must use formal bidding procedures for public works contracts for which the estimated contract amount is > \$100,000 (unless an alternative special procurement method is authorized). See N.R.S. 338.1385 and N.R.S. 338.143. Staff must also use formal bidding procedures if feasible when:

Deleted: construction projects

Deleted: cost

- Estimated annual amount required to perform contract is > \$100,000; OR
- Total estimated contract amount is > \$250,000.

Formal bidding procedures are feasible if all of the following conditions exist:

- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the businesses;
- The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price; AND
- No discussion with bidders is needed to award a contract.

7. Competitive Proposal Procedures (RFP)

Method: RTC advertises a request for proposals and awards a contract to the proposer that submitted the best proposal based on:

- Price; OR
- Price and other factors (i.e., best value).

Authorization: If formal bidding procedures are infeasible, and no other procurement method is authorized, staff must use competitive proposal procedures when:

- Estimated annual amount required to perform contract is > \$100,000; OR
- Total estimated contract amount is > \$250,000

Formal bidding procedures may be infeasible if one or more of the following conditions exist:

- The contract award will be based on qualitative factors in addition to price, rather than primarily on the basis of price;
- A complete, adequate, and realistic specification or purchase description allowing for competition primarily on the basis of price may not be available;
- The contract award amount can only be determined on the basis of costs of the contractor derived from a negotiation process;
- Discussions or negotiations may be needed to address technical requirements as well as proposed cost or price aspects of the bidder's proposal; OR
- Other circumstances necessitate a more flexible procurement tool that allows for negotiation.

8. Qualifications-Based Procurement Procedures

Qualifications-based procurement procedures require that price be excluded as an evaluation factor. Qualifications-based procurement procedures (i.e., federal Brooks Act/state mini-Brooks Act compliant procedures) must be used to procure certain architectural, engineering, and land surveying services specified under federal and state law, regardless of the contract amount. See 40 U.S.C. Section 1101-1104; 49 U.S.C. Section 5325(b); N.R.S. 625.530 and 338.010(17). Qualification-based procurement procedures may not be used to procure any other professional services.

A. Qualifications-Based Proposal Procedures (RFQ)

Method: RTC advertises a request for proposals with price excluded as an evaluation factor. RTC awards a contract to the most qualified contractor with whom staff can negotiate a fair and reasonable price.

Authorization: If only local or state funds will be used, staff may use qualifications-based proposal procedures when the services are architectural and engineering services specified under state law. See N.R.S. 625.530.

If any federal funds will be used, staff may use qualifications-based proposal procedures when the services are architectural and engineering services specified under federal law. See 40 U.S.C. Section 1101-1104; 49 U.S.C. Section 5325(b).

B. Qualified List Procedures

Method: RTC advertises a request for statements of qualifications in certain categories of architectural, engineering, or land surveying services specified under state law with price excluded as an evaluation factor. A selection committee ranks the statements of qualifications and develops a list of qualified contractors by category. The Board approves the list. When RTC needs services in a category, staff identifies the most qualified contractor and attempts to negotiate a fair and reasonable price.

Authorization: If any federal funds will be used, staff cannot use qualified list procedures. If only local/state funds will be used, RTC may use qualified list procedures to procure a routine scope of services in certain categories such as:

- Engineering and design
- Engineering and construction management during construction
- Traffic engineering
- Land surveying

9. Sole Source Procedures

Method: RTC purchases from a single source without competition.

Authorization: If only local or state funds will be used, RTC may purchase goods and services from a single source without competition when:

- The Executive Director determines that:
 - The contract by its nature is not adapted to award by competitive solicitation and is not subject to the competitive solicitation requirements of N.R.S. Chapter 332 (including but not limited to contracts identified in N.R.S. 332.115(1)); AND
 - Sole source procedures are most appropriate due to unique factors and circumstances.
- The contract is otherwise not subject to the competition requirements of N.R.S. Chapter 332 pursuant to state law.

If any federal funds will be used, RTC cannot purchase from a single source without competition unless:

- Competitive procedure methods are infeasible; AND
- Pursuant to 2 C.F.R. 200.320(c)(2)(v)(f), one or more of the following circumstances apply:
 - The item is available only from a single source;
 - The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - The federal awarding agency or pass-through entity expressly authorizes non-competitive proposals in response to a written request from RTC (i.e., the non-federal entity); OR
 - After solicitation of a number of sources, competition is determined inadequate.

10. Special Procurement Methods

Method: State and federal law may authorize and/or require special procurement methods in some circumstances.

Authorization: State and federal law may authorize and/or require RTC to use special procurement methods in certain circumstances including, but not limited to, the following:

- Contracts Involving Construction Managers at Risk – N.R.S. 338.1685 et seq.
- Contracts Involving Design-Build Teams – N.R.S. 338.1711 et seq.
- Joinder or Mutual Use of Contracts by Governmental Entities – N.R.S. 332.195
- Purchases through the Purchasing Division of the Department of Administration – N.R.S. 332.135
- Other State Authorized Special Procurement Methods
- FTA Authorized Special Procurement Methods
- FHWA Authorized Special Procurement Methods
- Specifically Authorized Uses of GSA Federal Supply Schedules

**Appendix B
Protest Procedures**

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Staff shall post Management Policy P-13 on the RTC website and shall ensure that every solicitation that is required to be advertised/publicized includes the following provision:

Protest Procedures. RTC's policy and procedures for the administrative resolution of protests are set forth in RTC's Management Policy P-13, which is available on the RTC website. RTC will furnish a copy of Management Policy P-13 upon request.

RTC Management Policy P-13
Procurement, Contracting, and Contract Administration
Appendix B - Protest Procedures

A. Scope.

These protest procedures apply to solicitations that are advertised or publicized through Formal Bidding Procedures (IFB), Competitive Proposal Procedures (RFP), or Qualifications-Based Procurement Procedures. These protest procedures are the exclusive means to protest RTC procurement actions.

B. Standing.

To file a protest, the protester must be an actual or prospective supplier of the goods or services whose direct economic interest would be affected by the award of, or failure to award, a contract.

C. Grounds.

Protesters may only protest RTC procurement actions based on an allegation that:

1. RTC failed to comply with state or federal law;
2. RTC failed to comply with its procurement policies; OR
3. RTC failed to comply with the terms of its solicitation document.

D. Costs.

By filing a protest, the protester agrees that RTC will not be responsible for any costs associated with the protest, including any attorney fees, and that the protester shall not be entitled to reimbursement from RTC regardless of the outcome.

E. Filing.

Protests must be in writing and filed with RTC by physical delivery to 1105 Terminal Way, Suite 300, Reno, Nevada 89502. The envelope or package should be addressed to "Attn: Procurement Manager."

F. Contents.

Protests should be concise, logically arranged, clear, and legible and must contain the following:

1. Name, address, and telephone number of the protester and a contact person;
2. Date, title, and identification number of the solicitation;
3. A written statement setting forth with specificity the grounds for the protest and supporting evidence. If the protester later raises new grounds or provides new evidence that reasonably could have been raised or provided earlier, RTC will not consider such new grounds or evidence in the determination of the protest;

RTC Management Policy P-13
Procurement, Contracting, and Contract Administration
Appendix B - Protest Procedures

4. A written statement setting forth with specificity the reasons the protester believes the applicable provisions of law, if any, were violated;
5. The action or relief desired from RTC; AND
6. In the case of solicitations through an IFB or RFP, a protest bond issued by a good and solvent surety authorized to do business in Nevada, in an amount equal to the lesser of:
 - a. 25% of the total value of the bid or proposal submitted by the person filing the protest; OR
 - b. \$250,000.

G. Timing and Deadlines

1. Pre-bid/pre-proposal Protests.
 - a. Protests against RTC actions during the solicitation phase must be filed at least five business days prior to the bid opening or proposal due date.
 - b. The Procurement Manager shall make a determination on the merits of the protest prior to opening bids or evaluating proposals.
 - c. The Procurement Manager shall provide the determination to all bidders/proposers prior to opening bids or evaluating proposals.
2. Pre-award Protests.
 - a. Staff shall provide notice of its intent to recommend award of the contract to all bidders/proposers at least seven business days prior to award.
 - b. Protests against the intended award of a contract must be filed within five business days after RTC provides notice of its intent to recommend award.
 - c. A pre-award protest cannot be on grounds which were known, or with due diligence should have been known, by the protester at the pre-bid/proposal protest deadline.
 - d. RTC will not award the contract until the Procurement Manager makes a determination on the merits of the protest and presents that determination to the Board or the Executive Director, as applicable, prior to award; provided, however, that RTC reserves the right to proceed with an award to avoid undue delay or harm to RTC or if it is otherwise in the best interest of RTC as determined by the Executive Director.

RTC Management Policy P-13
Procurement, Contracting, and Contract Administration
Appendix B - Protest Procedures

- e. The Procurement Manager shall provide the final determination to all bidders/proposers at the time of, or prior to, the award if possible.
3. Post-award Protests.
 - a. Post-award protests must be filed within three business days after award of the contract.
 - b. A post-award protest cannot be on grounds which were known, or, with due diligence should have been known, by the protester at the pre-award protest deadline.
 - c. RTC reserves the right to proceed with the execution or performance of the contract to avoid undue delay or harm to RTC or if it is otherwise in the best interest of RTC as determined by the Executive Director.
 - d. The Procurement Manager shall make a determination on the merits of the protest and present that determination to the Executive Director.
 - e. The Procurement Manager shall provide a final determination to all bidders/proposers stating the action taken on the protest, and the reason for the action. The notice shall be provided within five business days of receipt of a post-award protest, if possible.

H. Review and Determination.

1. Upon receipt of a protest, staff will notify the protester that the protest is being reviewed. For FTA funded contracts, the Procurement Manager will notify FTA Region IX, and will keep FTA informed about the status of the protest. For FHWA funded contracts, the Procurement Manager will notify NDOT, and will keep NDOT informed about the status of the protest.
2. The Procurement Manager shall investigate the merits of the protest.
 - a. In its sole discretion, RTC may request additional information from the protester.
 - b. In its sole discretion, RTC may request additional information from other bidders/proposers, and may allow other bidders/proposers to submit comments regarding the merits of the protest.
 - c. In its sole discretion, RTC may schedule an informal conference with all bidders/proposers to discuss the merits of the protest.

RTC Management Policy P-13
Procurement, Contracting, and Contract Administration
Appendix B - Protest Procedures

- d. In its sole discretion, RTC may summarily dismiss all or any portion of a protest that raises legal or factual arguments or allegations that have been previously considered and resolved by RTC in a previous protest.
3. The Procurement Manager's determination on the merits of the protest must be in writing and contain four parts:
 - a. Summary – Describes the protester, the solicitation, the issues raised, and the determination.
 - b. Background – Describes in more detail the history of the solicitation, the events leading to the protest, the date the protest was received, and the evaluation process.
 - c. Discussion – Identifies the issues raised, the factors considered in reaching the determination, and the rationale for the determination.
 - d. Determination – States the determination and any remedy or subsequent action resulting from the determination, e.g., award, cancellation of the procurement, etc.

I. FTA Involvement.

For FTA funded contracts, the protester may raise matters that are primarily a Federal concern with the FTA. Matters involving the award of a contract must be raised with FTA within five business days of receipt of RTC's determination on the merits of the protest.

J. Confidentiality.

Materials submitted by a protester will not be withheld from any interested party outside of RTC or from any governmental entity which may be involved in the protest, except to the extent that the withholding of information is permitted or required by law or regulation. If the protester believes that a protest contains proprietary materials which should be withheld, a statement advising of this fact must be affixed to the front page of the protest and the alleged proprietary information must be so identified wherever it appears. If a protester requests that RTC withhold from disclosure information identified as confidential, and RTC complies with the protester's request, the protester assumes all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless RTC from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the protester information), and pay any and all costs and expenses related to the withholding of the protester's information. The protester shall not make a claim, sue, or maintain any legal action against RTC or its directors, officers, employees, or agents concerning the withholding from disclosure of protester's information.

K. Records.

1. Upon receipt of a protest, the Procurement Manager shall establish a separate file in which reasonable and adequate documentation of the protest and outcome shall be maintained.
2. The file should, at a minimum, include the following:
 - a. Notice of intent to award;
 - b. The protest;
 - c. Notices to FTA or NDOT, if required;
 - d. Record of timeliness of actions;
 - e. Record of internal or external review of the protest;
 - f. Record of legal review of the protest, if any;
 - g. The Procurement Manager's determination on the merits of the protest;
AND
 - h. Any notices or correspondence provided in connection with the protest.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: April 16, 2021

AGENDA ITEM 5.2

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

RECOMMENDED ACTION

Approve the FY 2022 – FY 2023 Unified Planning Work Program (UPWP).

BACKGROUND AND DISCUSSION

The Unified Planning Work Program (UPWP) documents the major transportation planning activities to be undertaken each fiscal year and the funding sources necessary to support these activities. Federal regulations require the RTC to develop and approve the UPWP as the Metropolitan Planning Organization (MPO) for the region. The UPWP is developed in coordination with the RTC Annual Budget, incorporating the major objectives, revenues and expenses identified in the budget.

Significant tasks to be carried forward into the FY 2022-2023 document include the Regional Transportation Plan (RTP) Activities task, which will include completion of the Electric Vehicle and Alternative Fuel Infrastructure and Advanced Mobility Plan, as well as an update to the RTC Bicycle and Pedestrian Master Plan (BPMP). Proposed new studies under the Corridor and Area Planning task include a Verdi Area Transportation Study, a Midtown traffic circulation analysis and a Downtown Reno/Midtown/Downtown Sparks parking assessment. The RTC will also continue the Data Collection and Analysis Program to monitor active transportation in the region and guide future investment in multimodal projects. In addition, the RTC Transit Optimization Plan Strategies (TOPS), formerly the Short Range Transit Plan, will be updated.

Prior to developing the draft UPWP, staff issued a call for projects to generate ideas for inclusion in the proposed program. Input was received from City of Reno staff requesting a travel time reliability analysis on the regional road network and a lighting standards study. The travel time reliability analysis will be integrated into the RTP Activities task. It is anticipated that potential lighting standards will be addressed through future discussions with RTC Engineering staff and staff from the local jurisdictions.

There were also suggestions from the RTC Board during a recent Board retreat, including an evaluation of the relationship between e-bikes and scooters as it relates to parking, infrastructure and transit. It is anticipated that this topic will be addressed in the BPMP update. Another request was made to evaluate potential issues on McCarran Boulevard as a result of the new Wild Creek High School. This will be addressed in the McCarran Boulevard Corridor Study that is being undertaken in partnership with NDOT. Lastly, a request was made for a Pyramid Way Corridor Study from I-80 to McCarran Boulevard, and has been added to the proposed UPWP.

FISCAL IMPACT

The fiscal impact of the two-year UPWP is a total of \$3,013,898 (\$2,863,203 in federal Planning funds and \$150,695 local match, either RTC Fuel Tax or RTC Sales Tax). The UPWP activities are included in the FY 2022 Budget and ongoing activities will be programmed in the FY 2023 Budget a year from now based upon estimated federal funding.

PREVIOUS BOARD ACTION

May 20, 2019 Approved the FY 2020 – FY 2021 UPWP

ADVISORY COMMITTEE(S) RECOMMENDATION

Both the Technical Advisory Committee (TAC) and Citizens Multimodal Advisory Committee (CMAC) recommended approval of the draft FY 2022 – FY 2023 UPWP at their April 1 and April 7, 2021, meetings, respectively.

ATTACHMENT:

A. FY 2022 – FY 2023 UPWP

**Regional Transportation Commission
of Washoe County**

UNIFIED PLANNING WORK PROGRAM

FY 2022 – FY 2023: July 1, 2021 to June 30, 2023



May 2021

This report was funded in part through grants from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 for Metropolitan Planning Program Section 104(f) of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

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Your RTC. Our Community.

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY**

**UNIFIED PLANNING WORK PROGRAM
FY 2022 – FY 2023**

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UNIFIED PLANNING WORK PROGRAM FY 2022 – FY 2023

1.0 INTRODUCTION

The Fiscal Years 2022 – 2023 Unified Planning Work Program (UPWP) is developed by the Regional Transportation Commission of Washoe County (RTC). The UPWP describes transportation planning activities scheduled in Washoe County during the period July 1, 2021 to June 30, 2023. These activities will be undertaken by the RTC utilizing the annual federal funding allocations from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) as well as local funds.

The RTC is designated by the Governor as the Metropolitan Planning Organization (MPO) for Washoe County. As the MPO, the RTC administers the federally required transportation planning process within the metropolitan planning area. The RTC planning process considers all modes of transportation and yields plans and programs consistent with the planned development of the urbanized area. The RTC coordinates transportation planning activities with its three member entities of City of Reno, City of Sparks, and Washoe County. The RTC also coordinates with partner agencies including, but not limited to, the Nevada Department of Transportation (NDOT), Truckee Meadows Regional Planning Agency (TMRPA), Washoe County Health District – Air Quality Management Division (WCHD-AQMD), Washoe County School District, Reno-Sparks Indian Colony (RSIC) and Reno-Tahoe Airport Authority (RTAA).

The UPWP has been organized into six major elements with each element subdivided into specific tasks. The six major elements are as follows:

- Administration
- Development review for consistency with the Regional Transportation Plan (RTP)
- Multimodal planning
- Street and highway planning
- Public transportation
- Air quality planning

2.0 PLANNING EMPHASIS AREAS

In 2014, the FHWA and FTA sent a letter to the Executive Directors of MPOs and the heads of the State Departments of Transportation (State DOT) encouraging the agencies to give priority to the following emphasis areas in the updated unified planning work programs and statewide planning and research programs: MAP-21 Implementation, Regional Models of Cooperation, and Ladders of Opportunity. These three priorities were carried forward in the current transportation bill: Fixing America's Surface Transportation (FAST) Act. The planning emphasis areas have been integrated into the RTC planning work program for Fiscal Years 2022 – 2023, as described in this section.

2.1 Implementing MAP-21 and the FAST Act

The metropolitan transportation planning process specified by the FAST Act and the implementing regulations contained in Title 23 Part 450 of the Code of Federal Regulations (CFR) requires the RTC to maintain a cooperative, continuous and comprehensive framework for making transportation investment decisions in the metropolitan area.

The FAST Act carries forward and expands the performance-based transportation planning framework established under MAP-21. This UPWP includes data collection and analysis tasks that will facilitate annual reporting regarding transportation safety, travel time reliability, pavement condition, alternative mode share, and other performance metrics. This UPWP includes tasks to continue evaluation of the transportation performance measures and performance targets established in the Regional Transportation Plan (RTP). The project prioritization process for the RTP reflects consideration of the adopted performance measures.

Transportation legislation also requires the planning process to consider eight factors in the MPO's development of their regional transportation plans and programs. The eight factors are listed below and the following table outlines the associated UPWP tasks that address and support them.

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity and efficiency
2. Increase the safety of the transportation system for motorized and non-motorized users
3. Increase the security of the transportation system for motorized and non-motorized users
4. Increase accessibility and mobility of people and freight
5. Protect and enhance the environment, promote energy conservation, improve quality of life and promote consistency between transportation improvements and State and local planned growth and economic development patterns
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight
7. Promote efficient transportation system management and operation
8. Emphasize the preservation of the existing transportation system

Table 1: Planning Factors and UPWP Tasks

Task	Planning Factor									
	1 Vitality	2 Safety	3 Security	4 Access	5 Environment	6 Connectivity	7 Efficiency	8 Preservation	9 Resiliency/ Reliability	10 Travel & Tourism
1.1 Administrative/ Continuing Planning	•	•	•	•	•	•	•	•	•	•
1.2 Unified Planning Work Program	•	•	•	•	•	•	•	•	•	•
1.3 MPO Certification	•	•	•	•	•	•	•	•	•	•
1.4 Statewide Planning	•	•	•	•	•	•	•	•	•	•
1.5 Training	•	•	•	•	•	•	•	•	•	•
2.1 RTC Development Review & Meeting Attendance	•	•			•	•	•		•	•
3.1 Regional Transportation Improvement Program	•	•	•	•	•	•	•	•	•	•
3.4 Regional Transportation Plan (RTP) Activities	•	•	•	•	•	•	•	•	•	•
3.5 Congestion Management Process	•	•				•	•	•	•	•
3.10 Public Participation Plan	•	•	•		•	•	•			
3.11 Community Involvement Planning	•	•	•	•	•	•	•		•	•
3.13 Corridor and Area Planning	•	•	•	•	•	•	•	•	•	•
4.1 Regional Road Impact Fee Activities	•	•		•	•	•	•	•		
4.2 Geographic Information System (GIS) Mgt.		•	•	•			•	•	•	•
4.3 Traffic Forecasting		•					•	•	•	•
4.18 RTC Traffic Model Upgrade/Conversion to TransCAD	•	•		•		•				•
4.27 TMRPA Shared Services	•				•	•			•	
4.31 Data Collection and Analysis Program	•	•	•		•	•	•		•	•
5.2 Transit Planning	•				•	•		•	•	•
6.1 Air Quality Modeling/Analysis	•				•			•	•	
6.2 CMAQ Planning	•				•	•	•	•	•	
6.3 RTIP/RTP Conformity Analysis					•				•	

• Indicates that task supports planning factor

2.2 Regional Models of Cooperation

Through UPWP tasks such as Regional Transportation Plan Activities and Statewide Planning, RTC ensures a regional approach to transportation planning by promoting cooperation and coordination across transit agency, MPO and state boundaries. The Nevada MPOs and NDOT, in partnership with the FHWA Nevada Division Office and FTA Region 9 Office, have adopted a coordinated approach to transportation planning through the formal Planning Executive Group

and various sub-committees. This coordinated approach allows for information sharing about data, needs assessments, funding projections, financial reporting, planning initiatives, project delivery and other issues. RTC participates in multi-jurisdictional and multi-state investment studies coordinated through NDOT, including the McCarran Boulevard Corridor Study, State Freight Plan, State Rail Plan, and the One Nevada (Long Range) Transportation Plan. Through the US 395 Coalition, RTC collaborates with NDOT, CalTrans, and other jurisdictions along this corridor regarding common transportation needs.

As an organization that integrates the functions of the MPO, transit service provider, and regional street and highway program, RTC seamlessly integrates planning for multimodal transportation needs.

2.3 Ladders of Opportunity

The U.S. DOT created Ladders of Opportunities to develop and enhance initiatives, program guidance, tools, and standards that empower transportation leaders and communities to revitalize, connect, and create workforce opportunities that lift more Americans into the middle class. The following paragraphs demonstrate a small sample of the transportation planning efforts that the RTC undertakes to support this initiative.

RTC strives to provide safe access to essential services for all residents of Washoe County. Through the Geographic Information Systems (GIS) task, RTC is able to analyze transportation service and access to employment, health care, schools/education, and other services at a regional scale. Through the Community Involvement Planning task, RTC develops and evaluates new approaches and techniques to expanding public participation, particularly in disadvantaged communities.

The Electric and Alternative Fuel Vehicle Infrastructure and Advanced Mobility Plan will be completed through the Regional Transportation Plan (RTP) Activities task, which will examine the role of technology and shared mobility as transportation options continue to evolve in Washoe County. Anticipated plan recommendations include guidance on how to address equity in mobility to ensure transportation options are available to all users. Through this plan, staff will also consult with officials in the travel and tourism profession, among others, to explore the relationship between shared mobility and the hospitality industry.

The RTP Activities task will also include an update to the Bicycle and Pedestrian Master Plan (BPMP). A refined project prioritization framework was developed through the 2050 RTP process, which will be used in conjunction the Data Collection and Analysis Program to better prioritize future bicycle, pedestrian, and ADA improvements. In addition, several new multimodal project suggestions were received through the outreach efforts of the RTP, and these projects will be evaluated for inclusion in the BPMP.

Under the Transit Planning task, staff will complete the Transit Optimization Plans Strategies (TOPS), which will update the RTC Short Range Transit Plan and explore opportunities to better serve residents with enhanced mobility options. In addition, the RTC will develop an Equity Analysis/Strategy to identify other approaches to engaging and supporting underserved communities with transportation investments. This effort will be conducted under the RTP Activities Task.

3.0 ENVIRONMENTAL JUSTICE/TITLE VI

Achieving equity and environmental justice in provision of transportation projects and services is an important goal of the RTP. The RTC strives to serve the transportation needs of all residents in the planning area without discrimination based on age, income, race, language, ethnicity, or ability. RTC complies with the federal policies and requirements listed below:

- Title VI of the Civil Rights Act of 1964: No person in the U.S. shall, on the basis of race, color, or national origin, be excluded from participation in, denied benefits of, or subjected to discrimination under any program receiving federal funding. RTC is required to take steps to ensure that no discrimination on the basis of race occurs. Title VI requires reporting about how transit services are implemented and what measures the RTC is taking to provide equal access to public transportation.
- Americans with Disabilities Act (ADA) of 1990: Requires that disabled persons have equal access to transportation facilities. This includes wheelchair accessible accommodations in the transit system.
- Executive Order on Environmental Justice: Executive Order 12898 requires the identification and assessment of disproportionately high and adverse impacts on minority and low-income populations.

Transportation projects and services are implemented in conformance with the RTC Title VI Policy. RTC submits a Title VI Report to the Federal Transit Administration every three years, with the most recent developed in 2020. As identified in the report, the following measures are in place to comply with Title VI requirements:

- Minority, low-income, and Limited English Proficiency (LEP) persons are able to provide meaningful input into the planning process through participating in public meetings held in locations near transit routes and where translators and materials are provided in Spanish and English.

RTC Title VI Policy

The RTC is committed to ensuring that no person is excluded from participation in, or denied the benefits of, its services on the basis of race, color or national origin as protected by Title VI of the Civil Rights Act of 1964, as amended.

No person or group of persons will be discriminated against with regard to fares, routing, scheduling, or quality of transportation service that the RTC furnishes on the basis of race, color, or national origin. Frequency of service, age and quality of RTC vehicles assigned to routes, quality of RTC stations serving Washoe County, and location of routes will not be determined on the basis of race, color or national origin.

- RTC has a complaint procedure in place to investigate and track Title VI concerns.
- RTC submits an annual Title VI Certification and Assurance report to the US Department of Transportation.

The 2050 RTP includes a chapter to specifically address promoting equity and environmental justice in regional transportation. The chapter includes an analysis of impacts of RTC projects and services on low income and minority population.

As part of the planning process for all applicable tasks, socioeconomic and environmental data are analyzed. Environmental justice applies to all transportation services and is part of the overall planning process. As the Metropolitan Planning Organization (MPO), the RTC complies with Title VI and addresses environmental justice by:

- Enhancing the analytical capabilities to ensure that the RTP and the RTIP comply with Title VI.
- Identifying residential, employment and transportation patterns of low-income and minority populations so that their needs can be identified and addressed and the benefits and burdens of transportation investment can be fairly distributed.
- Evaluating and, where necessary, improving the public involvement processes to eliminate participation barriers and engage minority and low-income populations in transportation decision making.

4.0 TRANSPORTATION PLANNING PRIORITIES FOR FY 2022 – FY 2023

This section describes the priorities of the RTC planning program for the next two years.

4.1 2050 Regional Transportation Plan Guiding Principles & Goals

The RTC Board approved the resolution adopting the 2050 Regional Transportation Plan (RTP) on March 19, 2021 and subsequently received conformity determination from the Federal Highway Administration (FHWA), Federal Transit Administration (FTA) and the Environmental Protection Agency (EPA). The RTP reflects over eighteen months of community outreach and agency coordination and provides a balanced approach to improving safety, livability and regional connectivity. The plan represents the region’s transportation vision and quality of life investments for Safe and Healthy Communities; Economic Prosperity, Equity and Innovation; Sustainability and Climate Action; and Increase Travel Choices.

The RTP was developed with significant input from community residents and stakeholder agencies. The public participated through in-person planning workshops, online surveys, virtual open houses, and several presentations to local jurisdictions. In addition, area specific outreach was accomplished through both in-person and virtual meetings.

The 2050 RTP establishes the guiding principles and goals for regional transportation planning in Washoe County, as described below. These priorities are implemented through the planning projects in this UPWP.

2050 RTP Guiding Principles & Goals

The four guiding principles include promoting:

- Safe and Healthy Communities
- Economic Prosperity, Equity and Innovation
- Sustainability and Climate Action
- Increase Travel Choices

The ten goals include:

- Improve and Promote Safety
- Integrate All Types of Transportation
- Promote Healthy Communities and Sustainability
- Promote and Foster Equity and Environmental Justice
- Integrate Land Use and Economic Development
- Manage Existing Systems Efficiently
- Enhance Regional Connectivity
- Improve Freight and Goods Movement
- Invest Strategically
- Engage the Public and Encourage Community Involvement

The UPWP links the long range guiding principles of the 2050 RTP to performance based planning and project delivery. As an example, the annual reporting of performance targets in the RTP will be conducted, in part, through the data collection and analysis program in the UPWP. The community involvement planning task will allow RTC to continue the collaborative partnerships with other agencies, organizations, and members of the general public that were established or strengthened through the RTP development process. The corridor studies included in the UPWP will facilitate analysis of safety and multimodal transportation issues that are at the core of the guiding principles to provide safe and healthy communities and increase travel choices. The corridor studies allow for an approach that links planning and environmental analysis early in project development.

Through the FY 2022 – FY 2023 UPWP will initiate the 2055 RTP process toward the end of the two-year program. The RTC will also conduct several planning initiatives that support the RTP. In addition to the BPMP, Advanced Mobility Plan, and Equity Analysis mentioned previously, staff will expand the RTC travel demand model to capture the growth in vehicle miles traveled (VMT) east of Washoe County. Acquiring updated external zone traffic counts will enhance model accuracy and provide a better understanding of the travel characteristics between the urban area and the growing employment opportunities to the east. An emphasis on regional safety is also a significant component of the RTP, while RTC staff continues to partner with groups such as Vision Zero Truckee Meadows.

4.2 Public Participation

Public and agency coordination is the cornerstone of the transportation planning process. The Public Participation Plan was updated in FY 2017 and the RTC will continue to monitor its implementation. The plan should be reviewed with respect toward an emphasis in virtual and social media outreach platforms as a result of the recent COVID-19 pandemic.

The public participation plan ensures that residents are given the opportunity to be part of the planning efforts that will shape their communities in the future. The plan describes a proactive process for engagement with the RTC, and addresses complete information, timely public notice, full public access to key decisions, and support of early and continuous involvement of the public in developing regional plans and programs. The purpose of the public participation plan is to increase community awareness and participation while widening the range of voices and views in the planning process. The plan outlines strategies for increasing public information and involvement in the planning process. RTC uses a wide range of public participation approaches, including community planning workshops, roundtable discussions, open house meetings, websites, social media, surveys, and print and broadcast media.

4.3 Performance Based Planning

The 2050 RTP identified performance measures that are consistent with the national priorities included in MAP-21. The performance measures are being tracked and analyzed in an annual report produced by RTC, as well as being reported to NDOT for their use in carrying out the requirements of the National Performance Management program. The information from this analysis will be used in future updates to the RTP as projects are evaluated. Performance measures are linked to the congestion management process (CMP), which considers safety, alternative mode priorities, operations, and travel delay in project selection and prioritization. The performance management program and CMP will be used to analyze any potential changes that could be made to the capacity program through the RTP process.

As national and state performance targets are developed or refined, RTC will update the regional performance targets as necessary. RTC is actively participating with NDOT and other Nevada MPOs as targets for the performance measures are being established or updated. The National Performance Measures identified in the 2050 RTP are provided in the tables below.

**Table 2
National Safety (PM1) Performance Measures**

RTP Goal	Performance Measures	Performance Target	2017 Performance Measure Status	2017 Performance Target Status
Improve Safety	Number of fatal crashes (5-year average)	8% annual reduction from previous year trend line (41 for year 2018)	42	Working towards aspirational goal of Zero Fatalities
	Number of fatal crashes per 100 million VMT (5-year average)	1.11 for year 2018 based on fatal crashes target	1.12	Working towards aspirational goal of Zero Fatalities
	Number of serious injury crashes (5-year average)	Maintain existing decreasing trend (157 for year 2018)	157	Met 2018 goal and working towards aspirational goal of Zero Fatalities
	Number of serious injury crashes per 100 million VMT (5-year average)	4.24 base on serious injury crashes target based on serious injury crashes target	4.13	Met 2018 goal and working towards aspirational goal of Zero Fatalities
	Number of non-motorized fatalities (5-year average)	8% annual reduction from previous year trend line (14 for year 2018)	14	Met 2018 goal and working towards aspirational goal of Zero Fatalities
	Number of non-motorized serious injuries (5-year average)	Maintain existing decreasing trend (30 in 2018)	31	Working towards aspirational goal of Zero Fatalities

**Table 3
National PM2 Performance Measures (Targets Set by NDOT)**

Performance Measures	Baseline	2-Year Condition/ Performance	2-Year Target	4-Year Target
Percentage of Pavements of the Interstate System in Good Condition		81.8%		74.7%
Percentage of Pavements of the Interstate System in Poor Condition		0.3%		1.4%
Percentage of Pavements of the Non-Interstate NHS in Good Condition	79.4%	77.6%	67.6%	55.8%
Percentage of Pavements of the Non-Interstate NHS in Good Condition				
Percentage of Pavements of the Non-Interstate NHS in Poor Condition	4.7%	4.1%	5.7%	6.5%
Percentage of Pavements of the Non-Interstate NHS in Poor Condition				
Percentage of NHS Bridges Classified as in Good Condition	42.2%	42.9%	35.0%	35.0%
Percentage of NHS Bridges Classified as in Poor Condition	0.5%	0.9%	7.0%	7.0%

Note: the statewide budget for fiscal years 2018 and 2019 was much higher than anticipated after the 2-year targets were established. Therefore, the increase in spending led to better than expected 2-year pavement and bridge condition. The 4-year targets, which were established at the same time as the 2-year targets, have not been revised; but it is estimated that the 4-year pavement and bridge condition will exceed the targets.

Table 4
National PM3 Performance Measures (System Performance/Freight)

RTP Goal	Performance Measures	Performance Target	2017 Performance Measure Status	2017 Performance Target Status
Congestion Reduction	Percentage of person-miles traveled that are reliable on the Interstate System	90%	99.60%	Met goal
	Percentage of person-miles traveled that are reliable on the Non-Interstate National Highway System (NHS)	75%	84.60%	Met goal
	Truck Travel Time Reliability (TTTR) Index"	1.5	1.24	Met goal

Table 5
National PM3 Performance Measures (CMAQ)

Performance Measure	Target
Total emission reduction of NOx for CMAQ funded projects	Working toward RTC 4-year target of 152.1 kg/day
Total emission reduction of VOC for CMAQ funded projects	Working toward RTC 4-year target of 266.9 kg/day
Total emission reduction of PM ₁₀ for CMAQ funded projects	Working toward RTC 4-year target of 1.2 kg/day
Total emission reduction of CO for CMAQ funded projects	Working toward RTC 4-year target of 2,019.2 kg/day

4.4 Regional Transportation Improvement Program

The short-range planning document, the Regional Transportation Improvement Program (RTIP), represents the first five years of the 2050 RTP. The document is developed in draft form by RTC staff based upon joint work by RTC staff and staff representatives of the local government agencies. RTC's advisory committees then review the document and the RTC Board adopts it through a public hearing process following a 21-day public comment period. The RTC and NDOT work together to develop, analyze, and coordinate projects included in the RTIP and Statewide Transportation Improvement Program (STIP). The most recent project listing is available for the public to review through the electronic STIP (eSTIP) at <https://estip.nevadadot.com/default.asp>.

4.5 Air Quality

One of the requirements for both the RTP and RTIP is that they conform to all applicable State Implementation Plans (SIPs) and the Clean Air Act (CAA). Should the need arise to amend either document, staff will work with the Air Quality Interagency Consultation Workgroup to ensure conformity on any proposed amendments if applicable.

The RTC also partners with the Washoe County Health District in community outreach and education programs to promote public health through active transportation, including Nevada Moves Day, the annual Washoe County Healthy Community Forum, and Bike to Work, School and Fun Month.

5.0 WORK ELEMENTS AND TASK DESCRIPTIONS

This section describes the six major elements and the tasks within those elements. Except as otherwise noted the RTC is the administrator of each of the tasks.

WORK ELEMENT: 1.0 ADMINISTRATION

PREVIOUS AND ONGOING WORK

The tasks in this work element cover activities related to the overall administration of RTC's transportation planning program. All tasks are annual or ongoing activities undertaken to maintain compliance with federal/state regulations, organize and manage Planning Department activities and improve staff skills.

This element also funds the reproduction and distribution of the many required planning documents including the RTIP, RTP, UPWP, Public Participation Plan, and other documents mandated by the FAST Act. In addition, this work element funds the continuing, comprehensive, and cooperative planning and public involvement process required by the FAST Act, including publication of public notices and providing support to the RTC advisory committees.

RTC continues to work in coordination with local governments and state and federal transportation agencies to implement and accomplish planning programs. This occurs through the monthly meeting and review of the Technical Advisory Committee (TAC); monthly Planning Executive Group (PEG) and sub-group meetings with NDOT, FHWA, and the other Nevada MPOs; RTC staff participation with the TPAC; the Truckee Meadows Regional Planning Agency (TMRPA); technical advisory groups for specific projects and studies; and many other committees and groups.

TASKS

1.1 Administration/Continuing Planning

Task Elements

Perform general administrative functions concerning the transportation planning program including preparation of administrative reports, analyses, budgets, goals and objectives, correspondence, documents, memos, etc. Also includes the time and materials used for the advertising, preparation and conducting of the public involvement activities including all RTC advisory committees and their subcommittees, the RTP Agency Working Group and any special committees convened to address regional transportation issues and other public meeting/involvement activities. Provide dues, subscriptions and professional memberships to organizations as appropriate.

Expected Products

- Monthly agendas for advisory committees and general administrative functions
- Miscellaneous reports, analyses, correspondence and memoranda

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$597,132
	Local	<u>\$31,428</u>
	TOTAL	\$628,560

1.2 Unified Planning Work Program

Task Elements

Prepare and process the quarterly reports for the FY 2022 – FY 2023 Unified Planning Work Program (UPWP) as well as year-end reports. Prepare and submit any necessary amendments to the UPWP. Prepare and adopt the FY 2024 – FY 2025 UPWP in cooperation with local, state and federal agencies.

Expected Products

- FY 2022 – FY 2023 UPWP quarterly and annual reports
- Amendments to the FY 2022 – FY 2023 UPWP as necessary
- An adopted FY 2024 – FY 2025 UPWP

Completion Date: June 2023 as well as ongoing task

Funding:	Federal PL Funds	\$11,197
	Local	<u>\$589</u>
	TOTAL	\$11,786

1.3 MPO Certification

Task Elements

This task includes preparing and maintaining documentation of all planning activities carried out by RTC for MPO certification by the Secretary of the U.S. Department of Transportation (USDOT) pursuant to MAP-21 and FAST Act requirements.

Expected Products

Support for MPO certification

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$1,866
	Local	<u>\$98</u>
	TOTAL	\$1,964

1.4 Statewide Planning

Task Elements

Participate in the statewide transportation planning process including attendance and participation in the TPAC and other project advisory committees, coordination on planning studies and data sharing efforts, involvement in the project selection process, input on safety improvements and other applicable activities.

Expected Products

Coordinated state planning process and documents

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$37,321
	Local	<u>\$1,964</u>
	TOTAL	\$39,285

1.5 Training

Task Elements

Facilitate and attend training courses and webinars related to multimodal transportation planning and safety as appropriate, including training on specific planning tools and programs such as TransCAD, VISSIM, GIS, etc. Maintain in-house library of transportation planning publications and other materials for use by RTC and local agency staff.

Expected Products

- Increased staff skill and knowledge levels
- Organized, up-to-date and functional library

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$111,962
	Local	<u>\$5,893</u>
	TOTAL	\$117,855

WORK ELEMENT: 2.0 DEVELOPMENT REVIEW

PREVIOUS AND ONGOING WORK

The Cities of Reno and Sparks and Washoe County solicit comments from RTC on all major residential, commercial, industrial and other proposed developments, particularly those of regional significance. RTC provides comments on the anticipated traffic impacts associated with the development and the need to provide right-of-way and improvements to serve all modes

of travel per the RTIP and RTP. The information generated by this review process serves as an important input to the transportation planning process.

One of the most important products of the development review task is the identification of development impacts to long-range transportation improvements contained in the RTP. In particular, the development review process has identified right-of-way needs and allowed for corridor protection through building setbacks, project redesign and advance right-of-way acquisition, when appropriate. This process also allows RTC to identify and request accommodations for transit services and provide information on trip reduction opportunities where applicable.

TASKS

2.1 RTC Development Review and Meeting Attendance

Task Elements

Perform reviews of proposed developments to determine transportation impacts, recommend mitigation measures and comment to public agencies in a timely fashion. Represent RTC as the MPO at development-related meetings and provide supporting information to local commissions, boards, planning staffs and consultants regarding RTC comments.

Maintain a development review database containing information on project location, land-use, trip generation and RTC comments. Document the consistency of the population and employment impacts of approved projects in future year forecasts.

Expected Products

- Letters to the local jurisdictions containing RTC comments on proposed developments as necessary
- Current and continuously updated and accurate database for approved development

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$29,857
	Local	<u>\$1,571</u>
	TOTAL	\$31,428

WORK ELEMENT: 3.0 MULTIMODAL PLANNING AND PROGRAMMING

PREVIOUS AND ONGOING WORK

This work element encompasses RTC’s multimodal planning and programming activities. During the FY 2020 – FY 2021 timeframe, the major activities under this task included development of 2050 RTP and the FFY 2021-2025 RTIP. In addition, the Electric and Alternative Fuel Vehicle Infrastructure and Advanced Mobility Plan, which was initiated under the last UPWP will be completed.

TASKS

3.1 Regional Transportation Improvement Program (RTIP)

Task Elements

Maintain the FFY 2021-2025 RTIP through the duration of the UPWP. Include new transportation projects within the urbanized area funded with RTC, state or federal funds and prepare and complete all necessary amendments and administrative modifications.

Expected Products

- Maintenance of the 2021-2025 RTIP through the duration of the UPWP
- Amendments and modifications to the RTIP as needed
- Initial development of the FFY 2023-2027 RTIP toward the end of the two-year UPWP

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$26,125
	Local	<u>\$1,375</u>
	TOTAL	\$27,500

3.4 Regional Transportation Plan (RTP) Activities

Task Elements

The 2050 RTP was adopted by the RTC Board on March 19, 2020. This task will include maintenance and any necessary amendments to the 2050 RTP until work on the 2055 RTP is initiated. It is anticipated that this will begin toward the end of the two-year program.

Another item under this task includes completion of the Electric and Alternative Fuel Vehicle Infrastructure and Advanced Mobility Plan. This plan will examine the role of technology and shared mobility as transportation options continue to evolve in Washoe County. It will also look at what the region can do to prepare for anticipated changes in mobility.

An update to the RTC Bicycle and Pedestrian Master Plan (BPMP) will also be completed under this task to better prioritize future bicycle, pedestrian, and ADA improvements. In addition,

several new multimodal project suggestions, which were received through the 2050 RTP process, will be evaluated for inclusion in the BPMP.

Following up on the anticipated completion of the Statewide Freight Plan developed by NDOT, the RTC will conduct a more detailed study of the freight network, goods movement, and needs assessment for the Reno-Sparks area. This study will examine potential policy and infrastructure improvements to better facilitate the movement of goods throughout the region.

The RTC also anticipates development of an Equity Analysis/Strategy to identify other approaches to engaging and supporting underserved communities with transportation investments.

Other requests received include an evaluation of travel time reliability on the region's surface streets, and continued support and analysis of transportation safety efforts.

Expected Products

- RTP amendments as needed throughout the year, initiation of 2055 RTP
- Completed Electric and Alternative Fuel Vehicle Infrastructure and Advanced Mobility Plan
- Updated Bicycle and Pedestrian Master Plan
- Initiate Regional Freight Study
- Equity Analysis/Strategy
- Analysis and deliverables on applicable requests

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$512,316
	Local	<u>\$26,964</u>
	TOTAL	\$539,280

3.5 Congestion Management Process

Task Elements

An updated congestion management process was developed to reflect the guiding principles, goals, and project prioritization framework in the 2050 RTP. This process includes safety, alternative mode capacity, operational improvements, land use compatibility, and community input as factors in the CMP.

The CMP will be used to evaluate new projects that are suggested for incorporation into the RTP. The CMP will be instrumental in any future updates to the RTP as well.

Expected Products

CMP evaluation of proposed projects for the 2045 RTP

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$1,866
	Local	<u>\$98</u>
	TOTAL	\$1,964

3.10 Public Participation Plan Development/Update

Task Elements

The Public Participation Plan should be periodically reviewed, to reflect changes in federal legislation, current outreach procedures, and changes to the structure of RTC advisory committees. This is an ongoing task to ensure that the public participation plan is in compliance with federal regulations and that the agency is making the best use of all the available methods to engage the public in the planning process.

Expected Products

Maintenance of the Public Participation Plan

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$7,464
	Local	<u>\$393</u>
	TOTAL	\$7,857

3.11 Community Involvement Planning

Task Elements

RTC will continue to build on the community outreach activities including those related to planning studies, visioning, and other regional transportation planning issues. This task includes development of outreach and presentation materials. The RTC is also a participant in the Vision Zero Truckee Meadows Coalition and will continue to help facilitate data sharing and outreach to support the goals of this community partnership.

Expected Products

Outreach activities

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$67,177
	Local	<u>\$3,536</u>
	TOTAL	\$70,713

3.13 Corridor and Area Planning

Task Elements

It is anticipated that several corridor studies will be undertaken through this UPWP. These include a Verdi Area Transportation Study, Midtown Circulation Study, Regional Parking Study, and Pyramid Way Corridor Study. The RTC will also provide support to the City of Reno and the Nevada Department of Transportation on a Downtown Virginia Street Study and a McCarran Boulevard Corridor Study, respectively. However, it is expected that funding for the last two studies (including staff time) will be provided through other sources outside of the UPWP.

Corridor/area studies specific to this UPWP are listed below. However, activities for the FY 2022 – FY 2023 UPWP also include any special planning analyses/corridor studies to further overall regional goals and objectives as needed.

- Verdi Area Transportation Study: The study will focus on traffic operations analysis and improvements, safety improvements, pedestrian and bicycle connectivity and microtransit service needs. The Verdi area is expected to see significant residential growth over the next several years, and this study will look at how to best support the transportation needs for planned development.
- Midtown Circulation Study: The RTC recently completed roadway improvements along the Virginia Street corridor in Midtown as part of the Virginia Street Bus RAPID Transit (BRT) Extension project. In addition to much need multimodal and traffic calming improvements, center medians and access management features were constructed, which modified traffic circulation in Midtown. This study will evaluate current circulation patterns and identify any opportunities to optimize traffic flow while maintaining the effectiveness of the new constructed pedestrian safety measures.
- Regional Parking Study: Both the Cities of Reno and Sparks have requested a parking study for their respective downtown areas. As the City of Reno moves toward establishing a more pedestrian-friendly downtown, it is looking to create separation between vehicles and other transportation modes and centralize parking availability. The City of Sparks has successfully achieved high-density development in its downtown area and is exploring parking options to support demand. Additionally, there has been an increase in demand for Park and Ride lots in central Sparks to support an increasing demand for carpools and vanpools for commuters traveling to nearby industrial centers.
- Pyramid Way Corridor Study: A request was made to evaluate traffic operations and potential safety issues on Pyramid Way from I-80 to McCarran Boulevard. This approximately 1.5 mile section of Pyramid Way contains an eclectic mix of residential and retail land uses, both small mom and pop storefronts/restaurants and strip malls, as well as several churches. The corridor is a state-owned roadway and primarily a four-lane facility with major intersections at Victorian Avenue, Prater Way, Oddie Boulevard, and McCarran Boulevard.

Expected Products

- Verdi Area Transportation Study
- Midtown Circulation Study
- Regional Parking Study

- Pyramid Way Corridor Study
- Various special planning analyses/corridor studies as needed

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$514,863
	Local	<u>\$27,098</u>
	TOTAL	\$541,961

WORK ELEMENT: 4.0 STREET AND HIGHWAY PLANNING

PREVIOUS AND ONGOING WORK

The Regional Transportation Plan provides the basis for future development of Washoe County's transportation system. Major activities during the previous UPWP included:

- An updated and upgraded TransCAD regional travel demand model, including streamlined conversion of data for use in air quality modeling.
- Identification of long-term trends for bicycle, pedestrian, and wheelchair mobility through the Data Collection and Analysis program.
- Continued development of RTC's Geographic Information System (GIS) capability, including the production of several online interactive maps and enhanced safety data.
- Continued coordination of traffic counts and forecasts as needed to support RTC, NDOT and local government activities.

TASKS

4.1 Regional Road Impact Fee (RRIF) Activities

Task Elements

Conduct planning work, as the MPO, associated with the update and maintenance of the RRIF program in cooperation with local government agencies and the RRIF Technical Advisory Committee. Tasks will include planning work necessary to update socioeconomic data, provide travel forecasts, and evaluate capacity improvement solutions.

Expected Products

- Continued review of the RRIF
- Continuous update of socioeconomic data and provision of travel forecasts

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$7,464
	Local	<u>\$393</u>
	TOTAL	\$7,857

4.2 Geographic Information System (GIS) Management

Task Elements

Maintain and continue to refine network files, traffic analysis zone structures and other GIS files necessary to support a variety of RTC planning needs. Frequent analysis of socioeconomic, transportation, safety, land use, and environmental data as part of the planning process, including analysis of 2020 Census data. Analyses will be conducted for planning-level alternatives developed for long-range and/or corridor studies. Products such as interactive mapping will be developed to provide transparent and up-to-date project information to the public.

Expected Products

GIS products adequate to support ongoing RTC planning activities

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$111,962
	Local	<u>\$5,893</u>
	TOTAL	\$117,855

4.3 Traffic Forecasting

Task Elements

Provide traffic forecasts as requested at system and corridor level for the RTIP, RTP and other planning projects to further overall regional goals and objectives. Respond to travel forecast requests from NDOT, regional and local governments, and the public that are at a planning level analysis and not otherwise identified as part of regional or corridor analyses.

Expected Products:

Traffic forecasts and projections as requested

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$11,197
	Local	<u>\$589</u>
	TOTAL	\$11,786

4.18 RTC Traffic Model Upgrade/Conversion to TransCAD

Task Elements

The travel demand model will continue to be refined based on data collection and calibration efforts as well as necessary software requirements. The RTC integrates land use data for the region into the travel demand forecasting model that assists in the identification of current and future transportation needs through the shared work program with the Truckee Meadows

Regional Planning Agency (TMRPA). RTC will collaborate with TMRPA in the development of the 2022 Consensus Forecasts, which will inform the travel demand model.

The travel demand model will be expanded with support from NDOT and the City of Fernley in an effort to build a more robust and comprehensive Northern Nevada model. This project is in response to recent growth in employment opportunities and commuter travel between the Reno-Sparks area, Tahoe Reno Industrial (TRI) Center, and the City of Fernley. It is anticipated that travel data will be purchased to support this effort.

Expected Products

- Continued refinement of the travel demand model
- Integration of the disaggregated 2022 Consensus Forecasts into the travel demand model
- Geographic expansion of the model

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$150,642
	Local	<u>\$7,929</u>
	TOTAL	\$158,570

4.27 Truckee Meadows Regional Planning Agency (TMRPA) Shared Services

Task Elements

This task will provide shared staff resources and expertise between the RTC and TMRPA for MPO activities. The core areas of this shared program delivery under the UPWP include GIS analysis, data collection, online data access, and development of the 2022 Consensus Forecasts. TMRPA will also work with RTC to forecast the traffic impacts of various development scenarios.

Expected Products

Expected products will include shared GIS data resources, collaborative public outreach materials and events, and analytical staff reports on various planning topics.

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$125,197
	Local	<u>\$6,589</u>
	TOTAL	\$131,786

4.31 Data Collection and Analysis Program

Task Elements

This task includes data collection related to safety, regional bicycle and pedestrian counts, traffic calming treatments, and other transportation infrastructure data as needed. Analysis of mode share by auto, transit, bicycle, and pedestrian will be conducted. This program will support monitoring of transportation performance measures included in the 2050 RTP. In addition, this data will be used to assist with prioritization of future multimodal infrastructure investment.

Expected Products

Creation and maintenance of GIS data, updated multimodal count database, and analysis for the performance measures identified in the annual report. Prioritization of multimodal transportation improvements.

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$204,928
	Local	<u>\$10,786</u>
	TOTAL	\$215,714

WORK ELEMENT: 5.0 PUBLIC TRANSPORTATION PLANNING

PREVIOUS AND ONGOING WORK

The Affordable Housing Study was completed to determine potential locations for the development of affordable housing near higher-ridership transit routes to better facilitate a job-housing balance in the region. The Coordinated Human Services Transportation Plan (CTP) was also completed. This plan is required by the FTA for activities to be funded by the Section 5310 program, and addresses means to maximize the use of existing resources and increase the efficiency of transportation service delivery among various agencies and organizations through the private, non-profit, and public sectors. Continued analysis of transit route performance will also occur throughout this UPWP cycle to maximize system efficiency.

TASKS

5.2 Transit Planning

Task Elements

This task will include transit planning related to bus route analysis and modifications, bus stop facilities and amenities, bus maintenance facilities, transit fleet monitoring and implementation of new technology, and monitoring of transit performance measures.

The RTC will continue to monitor and update the Transit Asset Management (TAM) Plan as needs and priorities change. TAM plans are required of all agencies that own, operate, or

manage capital assets used to provide public transportation and receive federal financial assistance.

Additionally, the RTC will develop the Transit Optimization Plan Strategies (TOPS), formerly known as the RTC Short Range Transit Plan (SRTP). The TOPS will include a thorough review and evaluation of the effectiveness and efficiency of current transit routes, schedules and service standards; and a five-year capital and operating plan, including any new service. Proposed changes to the fixed-route system will address potential impacts on the ADA paratransit system and compliance with Title VI, Limited English Proficiency (LEP) and Environmental Justice (EJ) requirements and regulations.

Expected Products

- Monthly transit system operations reports and sections of the annual report related to performance measures
- Development of the TOPS

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$383,392
	Local	<u>\$20,179</u>
	TOTAL	\$403,570

WORK ELEMENT: 6.0 AIR QUALITY PLANNING

PREVIOUS AND ONGOING WORK

During the previous UPWP, the RTC continued participation in the air quality interagency consultation group comprised of various agencies including Washoe County Health District — Air Quality Management Division (WCHD-AQMD) and the Nevada Department of Environmental Protection (NDEP) in order to meet the Transportation Conformity requirements for the 2050 RTP. Staff will continue to participate in planning activities that seek to improve Washoe County’s attainment/maintenance status for PM₁₀ and CO criteria air pollutants.

TASKS

6.1 Air Quality Modeling/Analysis

Task Elements

Perform transportation monitoring and analysis required as part of the Washoe County Transportation Conformity Plan. This task will include, as needed, analysis of alternate base years and mobile source measures proposed for inclusion in local air quality plans.

Continue to attend meetings and monitor activities of the WCHD-AQMD and other organizations dealing with air quality issues. The interagency consultation group meets on a quarterly basis.

Expected Products

- Continued participation in the conformity process established in the Washoe County Transportation Conformity Plan
- Air quality analysis as needed under the current RTP.

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$11,197
	Local	<u>\$589</u>
	TOTAL	\$11,786

6.2 CMAQ Evaluation Planning

Task Elements

Continue to conduct planning-level emission reduction calculations and cost benefit analyses for CMAQ projects. Prepare the annual CMAQ report which is used as the basis for reporting performance targets under the MAP-21 Performance Management program.

Expected Products

- CMAQ planning-level emission reduction calculations and cost benefit analysis
- Annual CMAQ report and updated performance targets

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$7,464
	Local	<u>\$393</u>
	TOTAL	\$7,857

6.3 RTIP/RTP Conformity Analyses

Task Elements

Prepare updated conformity analyses of RTC plans and programs as required to comply with Clean Air Act mandates and guidelines. Conformity analyses will encompass the non-attainment or maintenance area appropriate for each criteria air pollutant.

Expected Products

Continue to perform conformity analyses, as needed, for the RTP and the RTIP

Completion Date: Ongoing task

Funding:	Federal PL Funds	\$1,866
	Local	<u>\$98</u>
	TOTAL	\$1,964

TABLE 6 FY 2022-2023 UNIFIED PLANNING WORK PROGRAM

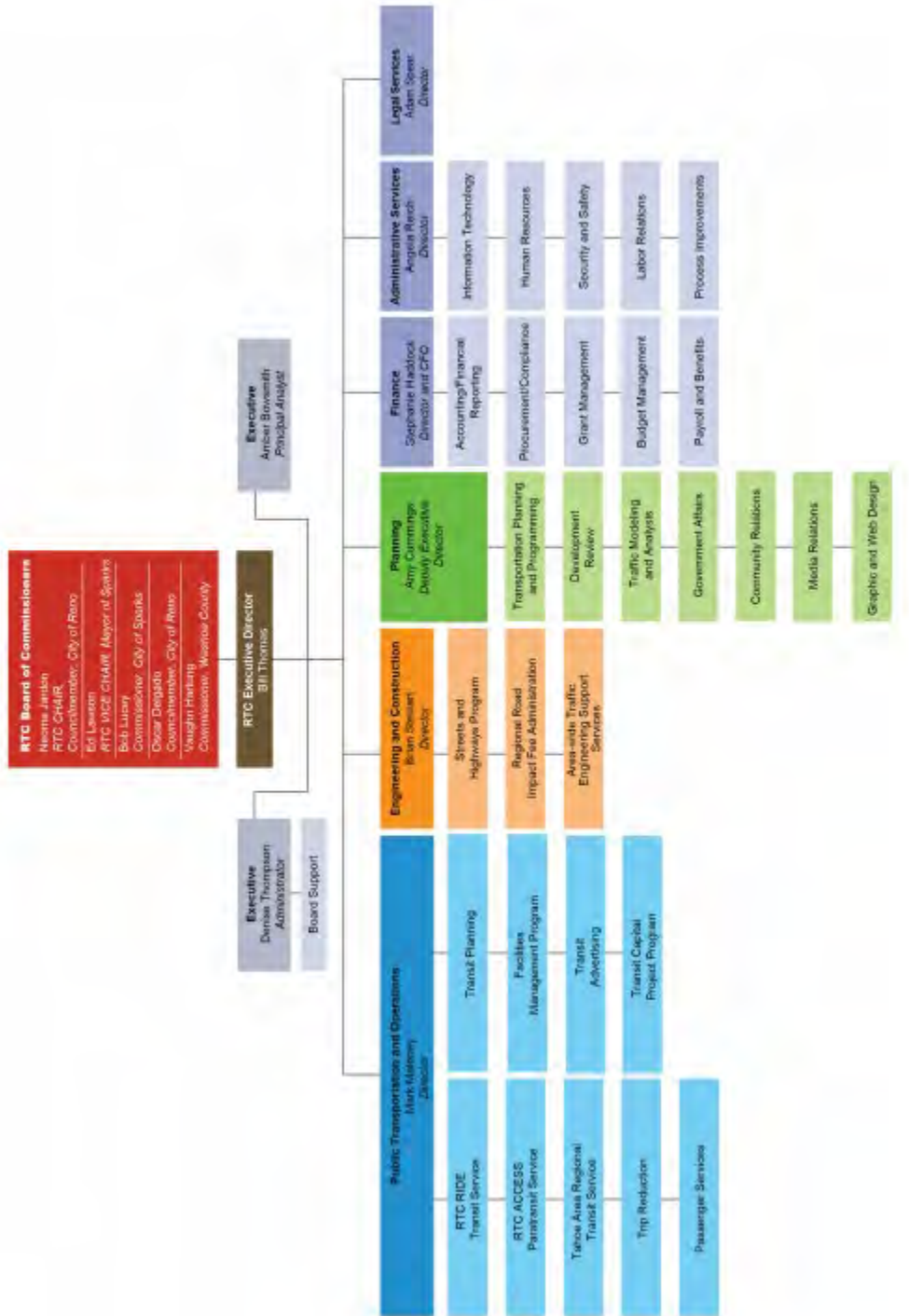
Totals may vary slightly due to rounding

WORK ELEMENT	TASK	STAFF HOURS	% HOURS	COSTS			FUNDING SOURCES						
				STAFF	CONSULT	TOTAL	Federal PL FUNDS	Local MATCH*	RTC Fuel TAX	RTC Sales TAX	TOTAL LOCAL	TOTAL	
1.0	ADMINISTRATION												
	1.1 Administration/Continuing Planning	8,000	35.6%	\$628,560	\$0	\$628,560	\$597,132	\$31,428	\$31,428	\$0	\$31,428	\$628,560	
	1.2 Unified Planning Work Program	150	0.7%	\$11,786	\$0	\$11,786	\$11,197	\$589	\$589	\$0	\$589	\$11,786	
	1.3 MPO Certification	25	0.1%	\$1,964	\$0	\$1,964	\$1,866	\$98	\$98	\$0	\$98	\$1,964	
	1.4 Statewide Planning	500	2.2%	\$39,285	\$0	\$39,285	\$37,321	\$1,964	\$1,964	\$0	\$1,964	\$39,285	
	1.5 Training	1,500	6.7%	\$117,855	\$0	\$117,855	\$111,962	\$5,893	\$5,893	\$0	\$5,893	\$117,855	
	Subtotal:	10,175	45.3%	\$799,450	\$0	\$799,450	\$759,478	\$39,972	\$39,972	\$0	\$39,972	\$799,450	
2.0	DEVELOPMENT REVIEW												
	2.1 RTC Development Review & Meeting Attendance	400	1.8%	\$31,428	\$0	\$31,428	\$29,857	\$1,571	\$1,571	\$0	\$1,571	\$31,428	
	Subtotal:	400	1.8%	\$31,428	\$0	\$31,428	\$29,857	\$1,571	\$1,571	\$0	\$1,571	\$31,428	
3.0	MULTI-MODAL PLANNING & PROGRAMMING												
	3.1 Regional Transportation Improvement Program	350	1.6%	\$27,500	\$0	\$27,500	\$26,125	\$1,375	\$1,375	\$0	\$1,375	\$27,500	
	3.4 Regional Transportation Plan (RTP) Activities	4,000	17.8%	\$314,280	\$225,000	\$539,280	\$512,316	\$26,964	\$26,964	\$0	\$26,964	\$539,280	
	3.5 Congestion Management Process	25	0.1%	\$1,964	\$0	\$1,964	\$1,866	\$98	\$98	\$0	\$98	\$1,964	
	3.10 Public Participation Plan Development	100	0.4%	\$7,857	\$0	\$7,857	\$7,464	\$393	\$393	\$0	\$393	\$7,857	
	3.11 Community Involvement Planning	900	4.0%	\$70,713	\$0	\$70,713	\$67,177	\$3,536	\$3,536	\$0	\$3,536	\$70,713	
	3.13 Corridor and Area Planning	2,125	9.5%	\$166,961	\$375,000	\$541,961	\$514,863	\$27,098	\$27,098	\$0	\$27,098	\$541,961	
	Subtotal:	7,500	33.4%	\$589,275	\$600,000	\$1,189,275	\$1,129,811	\$59,464	\$59,464	\$0	\$59,464	\$1,189,275	
4.0	STREET AND HIGHWAY PLANNING												
	4.1 Regional Road Impact Fee Activities	100	0.4%	\$7,857	\$0	\$7,857	\$7,464	\$393	\$393	\$0	\$393	\$7,857	
	4.2 Geographic Information System (GIS) Mgt.	1,500	6.7%	\$117,855	\$0	\$117,855	\$111,962	\$5,893	\$5,893	\$0	\$5,893	\$117,855	
	4.3 Traffic Forecasting	150	0.7%	\$11,786	\$0	\$11,786	\$11,197	\$589	\$589	\$0	\$589	\$11,786	
	4.18 RTC Traffic Model Upgrade/Conversion to TransCAD	1,000	4.5%	\$78,570	\$80,000	\$158,570	\$150,642	\$7,929	\$7,929	\$0	\$7,929	\$158,571	
	4.27 TMRPA Shared Services	150	0.7%	\$11,786	\$120,000	\$131,786	\$125,197	\$6,589	\$6,589	\$0	\$6,589	\$131,786	
	4.31 Data Collection and Analysis Program	200	0.9%	\$15,714	\$200,000	\$215,714	\$204,928	\$10,786	\$10,786	\$0	\$10,786	\$215,714	
	Subtotal:	3,100	13.8%	\$243,568	\$400,000	\$643,568	\$611,390	\$32,179	\$32,179	\$0	\$32,179	\$643,569	
5.0	PUBLIC TRANSPORTATION												
	5.2 Transit Planning	1,000	4.5%	\$78,570	\$325,000	\$403,570	\$383,392	\$20,179	\$0	\$20,179	\$20,179	\$403,571	
	Subtotal:	1,000	4.5%	\$78,570	\$325,000	\$403,570	\$383,392	\$20,179	\$0	\$20,179	\$20,179	\$403,571	
6.0	AIR QUALITY PLANNING												
	6.1 Air Quality Modeling/Analysis	150	0.7%	\$11,786	\$0	\$11,786	\$11,197	\$589	\$589	\$0	\$589	\$11,786	
	6.2 CMAQ Planning	100	0.4%	\$7,857	\$0	\$7,857	\$7,464	\$393	\$393	\$0	\$393	\$7,857	
	6.3 RTIP/RTP Conformity Analysis	25	0.1%	\$1,964	\$0	\$1,964	\$1,866	\$98	\$98	\$0	\$98	\$1,964	
	Subtotal:	275	1.2%	\$21,607	\$0	\$21,607	\$20,527	\$1,080	\$1,080	\$0	\$1,080	\$21,607	
FY 2022-2023 Anticipated Funding		\$3,100,000											
Totals		22,450	100%	\$1,763,898	\$1,325,000	\$3,088,898	\$2,934,453	\$154,445	\$134,266	\$20,179	\$154,445	\$3,088,898	

*Local match is either RTC fuel tax or sales tax funds

APPENDIX A

REGIONAL TRANSPORTATION COMMISSION ORGANIZATIONAL CHART



APPENDIX B

NDOT/RTC Roles and Responsibilities

The purpose of this statement is to outline the roles and responsibilities of the Nevada Department of Transportation (NDOT) and the Regional Transportation Commission of Washoe County (RTCWC), as required by 23 CFR Sec.450.314 and is incorporated in the Unified Planning Work Program per 23 CFR 450.314.

I. General Roles & Responsibilities

RTCWC will perform the transportation planning process for Washoe County and develop procedures to coordinate transportation planning activities in accordance with applicable federal regulations and guidance.

The transportation process will, at a minimum, consist of:

- A. Development of an annual Unified Planning Work Program (UPWP) that lists and describes all transportation planning studies and tasks to be completed during the year.
- B. Development and update of a long range, multi-modal metropolitan transportation plan, known as the Regional Transportation Plan (RTP).
- C. Development and maintenance of a short-range transportation improvement program (TIP).
- D. Financial planning to ensure plans and programs are fiscally constrained within anticipated funding levels.
- E. Development of planning studies and system performance monitoring, including highway corridor and intersection studies, transit system studies, application of advanced computer techniques, and transportation data collection and archiving.
- F. Public outreach to the community throughout the transportation planning process, including the electronic dissemination of reports and supporting information on the RTCWC's website, and consideration of public comments. Public outreach activities should take into account the needs of persons with limited proficiency in English.
- G. Ensuring low income or minority populations, including the elderly and persons with disabilities are not significantly or disproportionately impacted.
- H. Development and implementation of a Congestion Management Process as appropriate.
- I. Ensuring plans, projects and programs are consistent with and conform to air quality goals of reducing transportation-related emissions and attaining National Ambient Air Quality Standards.

II. The Regional Transportation Plan (RTP)

The RTP will be prepared and compiled through a cooperative process between federal agencies, the Nevada Department of Transportation, RTCWC (including RTCWC in its capacity as the provider of public transportation), the Washoe County

Health District-Air Quality Management Division (WCHD-AQMD), and the local city and county governments in the region.

Responsibilities of the Regional Transportation Commission

- A. The RTCWC will be responsible for preparing and developing the Regional Transportation Plan (20-30 year). The RTP will be converted into a format that will allow it to be downloaded from the internet.
- B. The RTCWC may develop an executive summary report for the region that includes the key issues facing the area and identifies priority programs and projects.
- C. The RTCWC will provide opportunities for the public and other interested parties to provide input during the development of the Regional Transportation Plan, in accordance with the Public Participation Plan. The draft of each update to the RTP will be made available for public and agency review and comment. Prior to taking formal action on the Plan or Plan update, the RTCWC Board will be informed of the extent and nature of comments received and the response to such comments.
- D. The RTCWC will, in cooperation with NDOT, develop estimates of future inflation to be used to convert project costs and revenues to a “year of expenditure” basis.
- E. The RTCWC will coordinate with the WCHD-AQMD to assess air quality impacts and conduct the regional emissions assessment of the RTP.
- F. The RTCWC, acting as the transit agency for Washoe County, will ensure the RTP includes information on local bus capital projects that are consistent with the transit capital program. The RTP will also identify future bus needs and services, including new routes, service expansion, vehicle needs, and operating financial needs.
- G. The RTCWC will prepare an estimate of local and regional revenues available for debt service, street and highway routine maintenance and operations, system preservation and highway modernization, facilities, transit and other infrastructure and overhead cost and reserves to be expended on transportation projects in Washoe County over the 20-30 year time frame of the plan.

Responsibilities of the Nevada Department of Transportation

- A. The Nevada Department of Transportation (NDOT) will provide the following information and data in support of developing the RTP:
 1. An estimate of federal funds expected to be available over the 20-30 year time frame of the plan for highway and transit programs. This estimate of funds will be provided at a time mutually agreed upon by the RTCWC and NDOT so that the fiscal limits of the RTP can be determined before project prioritization begins.
 2. A list of projects in Washoe County, developed in cooperation with the RTCWC, to be undertaken by NDOT over the 20-30 year time frame of the plan using Federal program funds reserved in the State for use anywhere in the State. The state’s regionally significant project list will be provided at a time mutually agreed upon by the RTCWC and NDOT so that air quality conformity analysis can be performed at the appropriate time in the course of the RTP’s development.

3. A list of projects in Washoe County for which funds have been earmarked or otherwise designated in federal transportation legislation.
 4. An estimate of state funds expected to be expended on transportation projects in Washoe County over the 20-30 year time frame of the plan. In the interests of public information, and to assist the RTCWC in demonstrating the fiscal feasibility of the Plan, NDOT will also provide information as to how these expenditures relate to the state transportation revenues available after allowing for the cost of maintenance, operations, debt service, administration and other calls on these fund sources.
 5. Traffic count data and other performance indicators for state roads in the Region.
- B. For those federal program funds intended to be distributed between various entities or regions within the State, NDOT will either provide the basis for the allocation between areas as defined by Law, or will work cooperatively with the RTCWC and other jurisdictions to establish mutually agreed formulae for the allocation between areas of such funds for forecasting and financial planning purposes.

NDOT will provide information on projects to be undertaken in Washoe County using transit or other federal program funds allocated to non-urbanized areas of the State, and will consult with the RTCWC on the basis for selecting such projects.

III. Transportation Improvement Program (TIP)

The TIP will be prepared and compiled through a cooperative process between federal agencies, NDOT, the RTCWC (including the RTCWC in its capacity as the provider of public transportation), and the local city and county governments in the region.

Responsibilities of the Regional Transportation Commission

- A. The RTCWC will be responsible for preparing and developing the Transportation Improvement Program (5 year) for the region. The TIP will be converted into a format that will allow it to be downloaded from the internet. The RTCWC will maintain the TIP by tracking changes to projects (schedule, scope and cost) made through the amendments and administrative action process. The TIP will include an estimate of anticipated local funds to be expended on all projects identified in the TIP.
- B. The RTCWC, in consultation with NDOT and local city and county governments, shall develop the list of locally-sponsored transportation projects to be included in the TIP.
 1. In the case of the Congestion Mitigation and Air Quality Program (or successor program of similar intent), the RTCWC shall follow the Transportation Conformity Plan process and consult with the WCHD-AQMD and other agencies as appropriate in the development of the list of projects to be included in the TIP.
 2. In the case of the Transportation Alternatives Program (or successor program of similar intent), the RTCWC shall also consult with all eligible project sponsors in the development of the list of projects to be included in the TIP.

- C. The RTCWC, as the provider of public transportation services, shall develop the list of transit projects to be included in the TIP.
 - 1. In the urbanized area, the RTCWC shall consult with not-for-profit agencies and other providers of specialized transportation and human services, in accordance with the Coordinated Public Transit-Human Services Plan.
 - 2. For non-urbanized area transit programs, the RTCWC shall consult with NDOT and other providers of transportation services to the non-urbanized parts of the region.
- D. The RTCWC will develop an estimate of anticipated local funds to be expended on transit projects identified in the TIP. In the interests of public information and to assist in demonstrating the fiscal feasibility of the TIP, the RTCWC will also document how these expenditures relate to the local revenues available for transit after allowing for the cost of maintenance, operations, debt service, administration and other calls on these fund sources.
- E. The RTCWC will provide information on proposed TIP amendments and administrative modifications relating to projects sponsored by the RTCWC or local entities. Amendments and administrative modifications will include a project description that provides sufficient detail to explain the proposed changes to the RTCWC board, as well as a justification for the change.

Responsibilities of the Nevada Department of Transportation

- A. NDOT will prepare an initial list of NDOT-sponsored projects to be included in each new TIP. This list will be based on the current TIP and an assessment of which projects will be obligated for funding before the end of the current federal fiscal year.
- B. NDOT will provide information on proposed TIP amendments and modifications relating to projects sponsored by NDOT. Amendments will include a project description that provides sufficient detail to allow the proposed changes to be explained to the RTCWC Board, as well as a justification for the change.
- C. NDOT will provide a list of projects obligated during the federal fiscal year at the end of each program year. The annual list of obligated projects should include both highway and transit projects and should identify the fund source and the amount obligated in accordance with 23 CFR 450.332.
- D. NDOT will provide, for each federal fund source, the revenues available (including both unobligated funds carried forward from prior years and the amount appropriated during the fiscal year), the total amount obligated, any other deductions and the balance of funds remaining at the end of the fiscal year.

IV. Statewide Transportation Improvement Program (STIP)

- A. NDOT will develop a four-year STIP including projects in the areas of each MPO and in the rural regions of the State and will be responsible for securing the approval of the STIP by the United States Department of Transportation.
- B. The TIP, as developed by the RTCWC, will be incorporated into the STIP without change, directly or by reference.

- C. NDOT, in consultation with the RTCWC and the other MPOs in the State, shall develop procedures for the modification and amendment of the STIP. NDOT shall be responsible for notifying the RTCWC of the effective date of modifications and the approval date of amendments.

V. Public Transportation Planning

- A. The RTCWC, acting as the transit agency for the Region, will ensure the RTP and TIP include all transit projects (both capital and operating) that are funded by Federal program funds.
- B. The RTCWC will consult with NDOT to ensure the RTP and TIP include information on transit projects in the non-urbanized parts of the region that are funded by Federal program funds.
- C. The RTCWC will include in the RTP information on the transit system and will outline the objectives of the RTCWC in respect of the various types and modes of public transportation in the region.

VI. Air Quality Planning

- A. The preparation of a new or revised RTP will be coordinated with the State Air Quality Implementation Plan (SIP) and the transportation demand and system management (TDM/TSM) measures.
- B. In accordance with the Clean Air Act and the U.S. EPA's conformity regulations (40 C.F.R. Part 51), the RTCWC, acting as the MPO, makes an air quality conformity determination on any new or revised RTP prior to Plan approval. Any such new or revised RTP is also provided to the FHWA and the FTA with a request that these federal agencies approve the conformity finding.

VII. Public Participation Program

- A. The RTCWC will develop and maintain a Public Participation Plan that sets out the procedures to include the public and interested parties in the development of the Regional Transportation Plan and Transportation Improvement Program and other parts of the planning process, to seek public input and comment, and to inform decision makers of the extent and nature of comments received and the response to such comments
- B. The RTCWC will review, evaluate, and update its public participation plan at least every four years.
- C. The RTCWC will maintain a list of interested organizations and individuals who will receive notices of MPO plans, programs and projects.
- D. The RTCWC will work to ensure that low-income, minority and transit dependent areas are afforded an adequate opportunity to participate in the transportation planning process, receive a fair share of the transportation improvement benefits and do not endure a disproportionate transportation burden.
- E. The RTCWC will maintain its website to provide clear and concise information on the transportation planning process and provide an opportunity to download reports and documents. This will include developing project and study summaries,

converting reports into a pdf or text format, and maintaining a list of available documents. The website will provide links to other associated organizations and agencies.

VIII. Fiscal/Financial Planning

- A. NDOT will provide the RTCWC with up-to-date fiscal and financial information and projections on the statewide and regional transportation improvement programs to the extent practicable.
- B. This will include anticipated federal funding resources by federal aid category by year for the four years covered by the TIP and by five-yearly intervals for the 20-30 year time frame of the RTP for the inclusion in the TIP and RTP financial charts.
- C. For each federal program for which funds are sub-allocated to Washoe County, NDOT will provide an annual statement identifying:
 - 1. Unobligated funds brought forward from the previous year;
 - 2. Funds appropriated during the year;
 - 3. Fund obligated during the year and any adjustments thereto;
 - 4. Unobligated funds balance.
- D. For each federal transit program for which funds are allocated to Washoe County, the RTCWC will provide an annual statement identifying:
 - 1. Unobligated funds brought forward from the previous year;
 - 2. Funds appropriated during the year;
 - 3. Funds obligated during the year and any adjustments thereto;
 - 4. Unobligated funds balance.
- E. NDOT will notify the RTCWC when the anticipated cost of a project, regardless of funding category, has changed in accordance with the agreed upon TIP/STIP amendment and administrative action process.

IX. Performance Measurement and the Management of Congestion

- A. In developing the RTP and TIP, RTCWC will incorporate the national goals, measures and standards of system performance established under the provisions of MAP-21.
- B. RTCWC will coordinate with NDOT in the establishment of multimodal transportation system performance targets for the region. These will reflect national goals and standards as applied to the circumstances and priorities of the region.
- C. RTCWC will cooperate with NDOT to collect data and conduct system performance monitoring. RTCWC will report on progress towards meeting system performance targets as part of the biennial development of major TIP updates and will assist NDOT as needed in meeting state reporting requirements under MAP-21.
- D. To address the national goal of reducing congestion, RTCWC will gather and analyze data to define the extent and duration of congestion in the region, to identify the causes of congestion and to identify congestion management strategies.
- E. As part of the Congestion Management Process (CMP), the RTCWC will develop implementation activities in coordination with NDOT to address congestion and other performance issues, and will include priority projects in the RTP and TIP.

Amendments to this Document

This Statement on Transportation Planning may be amended from time to time to coincide with annual UPWP approval as jointly deemed necessary or in the best interests of all parties, including Federal transportation agencies.

Effective Date

This Statement will be effective after it has been endorsed by the RTCWC as part of the UPWP, and as soon as that UPWP has been approved by NDOT and the relevant Federal transportation agencies.

No Limitation on Statutory Authority

Nothing contained in this Statement is intended to or shall limit the authority or responsibilities assigned to signatory organizations under Nevada law, federal law, local ordinance, or interlocal agreement.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: April 16, 2021

AGENDA ITEM 6.1

From: Bill Thomas, Executive Director

Monthly verbal update/messages from RTC Executive Director Bill Thomas – *no action will be taken on this item.*



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: April 16, 2021

AGENDA ITEM 6.2

From: Bill Thomas, Executive Director

Monthly update/messages from RTC Executive Director Bill Thomas on federal matters related to the RTC – *no action will be taken on this item.*

ATTACHMENT

- A. Written report prepared by Cardinal Infrastructure and Thompson Coburn

Federal Update for the Regional Transportation Commission of Washoe County
Prepared by Cardinal Infrastructure and Thompson Coburn
April 16, 2021 Board of Commissioners Meeting
Prepared April 9, 2021

Infrastructure Proposal

On March 31st, President Biden announced his Administration's American Jobs Plan; a \$2.25 trillion infrastructure initiative over eight years. The investments proposed would be, if enacted, in addition to the surface transportation reauthorization bill (previously proposed at \$494 billion under the INVEST in America Act). The proposal includes, but is not limited to:

- \$85 billion to modernize transit services and help agencies expand their systems to meet rider demand.
- \$115 billion to modernize bridges, highways, roads, and main streets in most critical need of repair.
- \$174 billion investment in electric vehicles; establishing grant and incentive programs for state and local governments to build a national network of 50,000 electric vehicle chargers by 2030; and replacing 50,000 diesel transit vehicles and electrify at least 20% of school buses.
- \$20 billion to improve road safety for all users, including increases to existing safety programs and a new Safe Streets for All program to fund state and local "vision zero" plans and other improvements to reduce crashes and fatalities, especially for cyclists and pedestrians.
- \$20 billion for a new program to reconnect neighborhoods cut off by historic investments and ensure new projects increase opportunity, advance racial equity and environmental justice, and promote affordable access.
- \$25 billion for a dedicated fund to support ambitious projects that have tangible benefits to the regional or national economy but are too large or complex for existing funding programs.
- Smart, coordinated infrastructure permitting to expedite federal decisions while prioritizing stakeholder engagement, community consultation, and maximizing equity, health, and environmental benefits.
- \$213 billion for the construction and preservation of affordable housing.

A document from the U.S. Department of Transportation (U.S. DOT) was provided to Congress that provides a further breakdown of the funding dedicated to transportation, including but not limited to:

- \$25 billion - Zero emission transit vehicles
- \$55 billion - Transit State of Good Repair (maintenance of existing infrastructure)
- \$25 billion - Transit Expansion
- \$50 billion - "Fix it Right" road modernization
- \$5 billion - Transportation Alternatives
- \$8 billion - Highway Safety Improvement Program
- \$10 billion - Safe Streets for All Fund
- \$15 billion - Highways to Neighborhoods Program
- \$25 billion - Transformational Infrastructure Projects Fund
- \$5 billion - Expand BUILD program

To pay for this infrastructure proposal, the Administration is coupling the American Jobs Plan with a Made in America Corporate Tax Reform Plan that would offset the full cost of the infrastructure initiative over 15 years, raising over \$2 trillion. The proposed tax changes include increasing the corporate tax rate to 28%, increasing the minimum tax on U.S. multinational corporations, preventing tax havens, and increasing Internal Revenue Service enforcement.

The plan faces an uphill battle in Congress, not only due to the types of investments made, but on the proposed tax changes to pay for the bill. The tax proposal has already proved to be a hard sell to the GOP, with the Republicans on House Ways and Means Committee condemning the "series of job-killing tax hikes as a part of his next spending plan." On the flip side, the Congressional Progressive Caucus has said the overall figure is too small, and more dedicated funding is needed for investments in green infrastructure.

President's Budget

On April 9th, the President released an overview of the Administration's FY 2022 Budget Request to Congress. The budget requests \$769 billion for non-defense programs and \$753 billion in national defense funding, which represents a 16% increase to non-defense programs from current funding levels. Overall, the request is an 8.4% increase from FY 2021 levels.

The request includes \$25.6 billion for U.S. DOT. This is a \$317 million increase over FY 2021 funding, providing a \$3.2 billion (14%) increase for U.S. DOT discretionary programs, including, but not limited to:

- \$250 million for Low-No Emission Vehicle Grant Program
- \$2.5 billion for the Capital Investment Grant Program
- \$1 billion for BUILD
- \$110 million for a new Thriving Communities Initiative Pilot Program

Surface Transportation Reauthorization

House Transportation and Infrastructure Committee Chairman DeFazio said he intends for the Committee to markup a surface transportation reauthorization bill in the Spring, with a formal process to accept earmarks submitted by Members. (A similar earmark solicitation process is also underway at the House Appropriations Committee for the FY 2022 appropriations bills.) The Transportation Committee will hold a Member Day hearing on April 14th to hear policy and project priorities.

On the Senate side, the Senate Environment and Public Works Committee aims to advance a bipartisan surface transportation authorization bill out of Committee by Memorial Day. Chairman Carper intends to work from top-line funding levels proposed last year in the Senate's \$287 billion America's Transportation Infrastructure Act bill and the House's \$494 billion INVEST in America Act bill.

At this point, the timing is uncertain on when the Senate Commerce, Senate Banking (with jurisdiction over the transit programs), and Senate Finance Committees will act - though they are ready when leadership directs them.

FTA Nomination

On April 9th, the White House submitted its nomination to Congress for Nuria Fernandez to serve as Administrator of the Federal Transit Administration. Ms. Fernandez currently serves as Deputy and Acting Administrator. While the timeline for a confirmation hearing is uncertain, the Senate Banking Committee, of which Senator Cortez Masto is a member, has jurisdiction over the nomination.

APTA Legal Affairs Seminar

Cardinal Infrastructure and Thompson Coburn participated in the APTA Legal Affairs Seminar, where we received an update FTA's Deputy Chief Counsel, Dana Nifosi.

Dana discussed the steps FTA has taken to encourage transit agencies to partner with their state and local health officials to make sure that transit workers are deemed essential workers and receiving vaccines. She mentioned some incentives agencies are providing employees for vaccinations are eligible for reimbursement under CARES, CRRSA, and ARPA funding. Furthermore, Dana discussed the federal mask order and the security directive. What is required are "best efforts" in implementing the order and directive.

Dana gave a general overview of available funding from the previous relief bills. She encouraged everyone to "try to keep moving on the obligation side of things." The current breakdown is: CARES - more than 70% of funds obligated have been drawn down by grantees; CRRSA - FTA has awarded 28 grants totaling \$337.8 million of the \$14 billion available, with \$2.1 billion "in process."

Dana discussed the Administration's priorities most relevant to DOT and FTA specifically; COVID response, climate change, equity and support for underserved communities, and Buy America. These priorities are implemented in competitive grants, as evidenced by the highlighted priorities in the recent Low-No solicitation. Furthermore, FTA is examining circulars, orders, guidance documents, to identify anything inconsistent with the Executive Orders, and will make updates as necessary.

Hydrogen

The House Transportation and Infrastructure Highways and Transit Subcommittee held a hearing on March 25th, "The Administration's Priorities for Transportation Infrastructure," with Transportation Secretary Buttigieg. Highways and Transit Ranking Member Davis asked Secretary Buttigieg about the department's view on hydrogen fuel cell electric buses and received a positive response.

Question

"A transit agency in my district, Champaign-Urbana Mass Transit District, and many others across the country, they're utilizing hydrogen fuel cell electric bus technology as they transition their fleets to zero emission propulsion. While I appreciate the role battery electric buses will play in our future, I want to communicate the importance of hydrogen as Congress and the Administration makes investments in zero emission buses and also infrastructure. Can you speak to whether zero emission hydrogen fuel cell electric buses will be a priority for the Department?"

Answer

"I think this is a great time to take that up...as you know, in most areas the electric technology has been more widely adopted, but there is a lot of promise on hydrogen technology too. We should recognize that what's right for a bus may be in one region than another and is also different than personally owned cars. We should encourage that whatever gets us towards zero emissions in the most efficient way possible, to the extent that hydrogen is a part of that story, would love to be working on that as well."

Business Case for Climate Solutions

The House Transportation and Infrastructure Committee held a hearing on March 17th entitled, "The Business Case for Climate Solutions, "to explore private sector actions to develop and implement solutions to climate change, with an emphasis on the surface transportation sector."

Proterra CEO Jack Allen, among the Committee's witnesses, noted Proterra's support for increased Low or No Emission Vehicle grant program and zero emission grant program funding, expanded eligibility for the Advanced Technology Vehicle Manufacturing loan program, and support for a "Low-No-type" program for school buses and municipal fleets, and federal fleet electrification.

Highways and Transit Subcommittee Chairwoman Norton (D-DC) mentioned that WMATA has concerns about manufacturers meeting the demand for battery electric buses; asking how Congress can support scaling up of manufacturing to meet the growing demand for electric buses. Allen emphasized increased funding to existing discretionary grant programs, and other witnesses endorsed the increased funding to help increase the transition to zero emission vehicles while also providing resources for related charging infrastructure.

Chairman DeFazio said there are a number of issues with hydrogen distribution and questions the current cost effectiveness of zero carbon green hydrogen compared to hydrogen from fossil fuels. Throughout the hearing, hydrogen was brought up numerous times, mostly by members in support for investing in the technology and related infrastructure.

Environmental Justice

Cardinal Infrastructure joined the first meeting of the White House Environmental Justice Advisory Council. The Council will provide advice and recommendations on issues including but not limited to the clean energy transition, sustainable infrastructure, transportation, and NEPA.

The Council discussed the Justice40 Initiative, the White House initiative with the goal of delivering 40% of the overall benefits of relevant federal investments to disadvantaged communities and track performance toward that goal through an Environmental Justice Scorecard. The Office of Management and Budget is developing interim guidance for federal agencies on how to implement Justice40.

Christopher Coes, Acting Assistant Secretary for Transportation Policy at U.S. DOT, discussed advancing transportation equity, including environmental justice. To that end, Secretary Buttigieg created an Equity Leadership Team (ELT), taking a deep dive in how they can advance transportation equity. Secretary Buttigieg also established the Equity Task Force (ETF), which includes 90 DOT-wide staff. The ETF is working to incorporate Justice40 principles in discretionary grants - as can be seen in the Low or No Emission Vehicles Grant Program and INFRA Grant Program notices.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: April 16, 2021

AGENDA ITEM 6.3

From: Kristina Swallow, Director NDOT

Monthly verbal update/messages from NDOT Director Kristina Swallow – *no action will be taken on this item.*