



**Location:**

**WASHOE COUNTY COMMISSION CHAMBERS**

**1001 E. 9<sup>TH</sup> Street, Bldg. A, Reno**

**Date/Time: 9:00 AM. Friday, September 16, 2022**

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

- I. The Washoe County Commission Chamber is accessible to individuals with disabilities. Requests for auxiliary aids to assist individuals with disabilities should be made with as much advance notice as possible. For those requiring hearing or speech assistance, contact Relay Nevada at 1-800-326-6868 (TTY, VCO or HCO). Requests for supporting documents and all other requests should be directed to Denise Thompson at 775-348-0400 and you will receive a response within five business days. Supporting documents may also be found on the RTC website: [www.rtcwashoe.com](http://www.rtcwashoe.com).
- II. This meeting will be televised live and replayed on RTC's YouTube channel at: [bit.ly/RTCWashoeYouTube](https://bit.ly/RTCWashoeYouTube), and on the Washoe Channel at: [www.washoecounty.us/mgrsoff/Communications/wctv-live.php](http://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/](http://www.rtcwashoe.com/about/contact/contact-form/)); (2) emailing comments to: [rtcpubliccomments@rtcwashoe.com](mailto: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/](http://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](mailto:dthompson@rtcwashoe.com).

**1. Call to Order**

- 1.1. Roll Call
- 1.2. Pledge of Allegiance
- 1.3. Special Recognitions
  - Congratulations to MTM Employee of the Month - Ms. Shiree Parenti
  - Congratulations to Keolis Employee of the Month - Ms. Dana Nelson

**2. Public Comment**

*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)**

- 4.1. Reports
  - 4.1.1. Acknowledge receipt of the monthly Planning Activity Report (For Possible Action)
  - 4.1.2. Acknowledge receipt of the monthly Engineering Activity Report (For Possible Action)
  - 4.1.3. Acknowledge receipt of the monthly Public Transportation and Operations Report (For Possible Action)

- 4.1.4. Acknowledge receipt of the Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees (*For Possible Action*)
- 4.1.5. Acknowledge receipt of the monthly Procurement Activity Report (*For Possible Action*)
- 4.2. Planning Department
  - 4.2.1. Approve a Memorandum of Understanding (MOU) with the Reno Sparks Indian Colony (RSIC) for coordination on the preservation of an easement for potential construction of the Lemmon Valley-Spanish Springs Connector (*For Possible Action*)
  - 4.2.2. Authorize a request for proposals for a consultant to develop the Active Transportation Plan (*For Possible Action*)
- 4.3. Engineering Department
  - 4.3.1. Approve Amendment No. 1 to the Interlocal Cooperative Agreement with NDOT for Phase 1 of the Pyramid Highway/US 395 Connector Project to authorize additional federal funds for construction (*For Possible Action*)
  - 4.3.2. Authorize a request for proposals (RFP) for the selection of a consultant to perform a feasibility study and provide preliminary design, environmental analysis, final design, and design support during construction for the Keystone Bridge Project (*For Possible Action*)
- 4.4. Public transportation/Operations Department
  - 4.4.1. Approve a contract with New Flyer for the purchase of two (2) hydrogen fuel cell buses utilizing the State of Washington's Cooperative Purchasing Agreement for Transit Buses Master Contract No. 06719, in an amount not-to-exceed \$2,449,601 (*For Possible Action*)
- 4.5. Executive, Administrative and Finance Department
  - 4.5.1. Adopt the Local Government Records Management Program Manual (2018) from Nevada State Library, Archives and Public Records, and any future manual updates, as RTC's program for the management of records (*For Possible Action*)

## **5. Public Hearing Items**

- 5.1. Conduct a public hearing regarding approval of Amendment No. 3 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP); adopt a resolution approving Amendment No. 3 to the RTIP (*For Possible Action*)
  - a. Staff presentation
  - b. Public hearing
  - c. Action

## **6. Discussion Items and Presentations**

- 6.1. Acknowledge receipt of a report regarding the RTC Vanpool program (*For Possible Action*)
- 6.2. Update, discussion, and potential direction to staff regarding legislative issues being reviewed by the Nevada Sustainable Transportation Funding Study for the 82nd Session of the Nevada Legislature (*Informational Only*)

**7. Reports** *(Informational Only)*

- 7.1. Executive Director Report
- 7.2. Federal Report
- 7.3. NDOT Report

**8. Commissioner Announcements and Updates**

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

**9. Public Comment**

*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.*

**10. Adjournment** *(For Possible Action)*

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Posting locations: RTC, 1105 Terminal Way, Reno, NV, RTC website: [www.rtcwashoe.com](http://www.rtcwashoe.com), State website: <https://notice.nv.gov/>



**REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/16/2022

From: Dan Doenges , Director of Planning

**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Planning Activity Report.

**BACKGROUND AND DISCUSSION**

See Attachment A for background and discussion.

**FISCAL IMPACT**

There is no fiscal impact related to action.

**PREVIOUS BOARD ACTION**

There has been no previous board action or direction on this item.

**PLANNING STUDIES**

**ATTACHMENT A**

<b>McCarran Boulevard Corridor Study</b>	
Dan Doenges, Project Manager	<a href="https://www.rtcwashoe.com/mpo-corridor-plan/mccarran-boulevard-corridor-study/">https://www.rtcwashoe.com/mpo-corridor-plan/mccarran-boulevard-corridor-study/</a>
<i>Status: Draft project recommendations under development. Project TAC meeting held in September.</i>	

<b>Verdi Area Multimodal Transportation Study</b>	
Xuan Wang, Project Manager	<a href="https://www.rtcwashoe.com/mpo-corridor-plan/verdi-area-multimodal-transportation-study/">https://www.rtcwashoe.com/mpo-corridor-plan/verdi-area-multimodal-transportation-study/</a>
<i>Status: The project team is preparing for the second project TAC meeting.</i>	

<b>Virginia Street Transit Oriented Development (TOD) Planning Study</b>	
Graham Dollarhide, Project Manager	<a href="#">N/A</a>
<i>Status: Procurement process underway.</i>	

<b>Active Transportation Plan</b>	
TBD, Project Manager	<a href="#">N/A</a>
<i>Status: Procurement process underway.</i>	

**ONGOING PROGRAMS**

<b>Bicycle and Pedestrian Planning</b>	
RTC Planning and Engineering Staff	<a href="https://www.rtcwashoe.com/metropolitan-planning/">https://www.rtcwashoe.com/metropolitan-planning/</a>
<i>Status: Ongoing collaboration with partner agencies on several initiatives to improve bicycle and pedestrian safety &amp; facilities:</i>	
<ul style="list-style-type: none"> <li>• <i>RTC is collaborating with City of Reno with the Micromobility Study.</i></li> <li>• <i>Staff attended Bicycle Friendly Community workshop in August with other state, regional, and local partners.</i></li> <li>• <i>Staff attended ThinkBike workshop in September with other state, regional, and local partners.</i></li> <li>• <i>Bicycle and pedestrian count program being updated.</i></li> </ul>	

<b>Vision Zero Truckee Meadows</b>	
James Weston, Project Manager	<a href="https://visionzerotruckeemeadows.com/">https://visionzerotruckeemeadows.com/</a>
<i>Status: Meeting held on August 15, 2022</i>	
<ul style="list-style-type: none"> <li>• <i>Staff is working on updating the Vision Zero Action Plan.</i></li> <li>• <i>Local jurisdictions have provided relevant pedestrian safety policies and programs for inclusion/reference in the plan.</i></li> <li>• <i>Regional crash analysis underway.</i></li> <li>• <i>Bi-weekly meetings with the local jurisdictions and SRTS to discuss collaboration on the Safe Streets for All grant opportunity continue.</i></li> </ul>	

## COMMUNITY AND MEDIA OUTREACH ACTIVITIES

<b>Outreach Activities</b>	
Lauren Ball, Project Manager	
<i>Status: RTC staff conducted the following outreach activities from August 5 – September 16:</i>	
<i>August 5</i>	<i>Mill Street Stakeholder Meeting with Saveway Motors</i>
<i>August 8</i>	<i>North Valleys CAB - Sky Vista Project presentation</i>
<i>August 10</i>	<i>Mill Street Stakeholder Meeting with Model Dairy</i>
<i>August 11</i>	<i>Arlington Avenue Bridges Public Meeting</i>
<i>August 11</i>	<i>Sparks Citizens Advisory Committee - Sparks Blvd. Project Presentation</i>
<i>August 11</i>	<i>Mill Street Stakeholder Meeting with Saveway Motors</i>
<i>August 11</i>	<i>Mill Street Stakeholder Meeting with SilverBlu Signs &amp; Media</i>
<i>August 15</i>	<i>Vision Zero Truckee Meadows task force meeting</i>
<i>August 31</i>	<i>FREE RIDE to Best in the West Nugget Rib Cook-Off</i>
<i>September 1-5</i>	<i>FREE RIDE to Best in the West Nugget Rib Cook-Off</i>
<i>September 1</i>	<i>RTC Technical Advisory Committee (TAC) Meeting</i>
<i>September 7</i>	<i>RTC Citizens Multimodal Advisory Committee (CMAC) Meeting</i>

<b>Media Relations &amp; Social Media</b>
Lauren Ball, Project Manager
<i>Status: The RTC issued 10 news releases and received 11 media inquiries regarding the 4<sup>th</sup> Street/Woodland Roundabout, paving operations on the Oddie Wells Project, marathon construction weekends on Sparks Blvd., transit service changes, free transit to the Best in the West Nugget Rib Cook-off, construction ending on the Mill Street project, the 2050 RTP, back to school safety, transit maintenance, the Peckham Lane project, the Sky Vista widening project, the Arlington Bridges project, the Lemmon Drive ribbon-cutting event, and more.</i>
<i>Social media was used to promote and provide information about the RTC Board Meeting, RTC Labor Day closures and transit schedule, free transportation to the Best in the West Nugget Rib Cook-Off, construction on the Sparks Blvd. Project and marathon weekends, the transit service change, the 4<sup>th</sup> Street/Woodland Ave roundabout, paving operations on the Oddie Wells Project, North Valleys FlexRIDE service, MTM and Keolis employees of the month the Reno-Sparks Small Business Resource Fair, back to school safety, and more.</i>
<i>Social media metrics for the month of August: 32,280 impressions on Facebook, Twitter, YouTube, and Instagram.</i>

<b>Informational Materials and Video Production</b>
Lauren Ball, Project Manager
<i>Status: Four topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included information about the Arlington Avenue Bridges Project, VANPOOL, Kings Row Phase II completion, and the California/Mayberry Project completion.</i>



**REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/16/2022

From: Dale Keller, Director of Engineering

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**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Engineering Activity Report.

**BACKGROUND AND DISCUSSION**

See Attachment A for background and discussion.

**FISCAL IMPACT**

Funding for this item is included in the FY 2023 budget.

**PREVIOUS BOARD ACTION**

There has been no previous board action or direction on this item.

## ATTACHMENT A

### BICYCLE AND PEDESTRIAN IMPROVEMENTS

<b>Bus Stop Improvement and Connectivity Program</b>	
Sara Going, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/bus-stop-improvement-connectivity-program/">https://www.rtcwashoe.com/engineering-project/bus-stop-improvement-connectivity-program/</a>
<i>Status: Phase 4 of the program is currently in the NDOT permitting stage.</i>	

<b>Center Street Multimodal Improvements</b>	
Maria Paz Fernandez, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/center-street-multimodal-improvements-project/">https://www.rtcwashoe.com/engineering-project/center-street-multimodal-improvements-project/</a>
<i>Status: Thirty percent (30%) design plans are produced. Additional traffic analysis of the downtown road network supports the efforts of City of Reno to complete The Downtown PlaceMaking Study. Once the final report is published, final scope and design will be completed.</i>	

<b>Mill Street Complete Street - Terminal Way to McCarran Boulevard</b>	
Scott Gibson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/mill-street-complete-street/">https://www.rtcwashoe.com/engineering-project/mill-street-complete-street/</a>
<i>Status: The project is substantially complete.</i>	

### CAPACITY/CONGESTION RELIEF PROJECTS

<b>South Virginia Street Widening (I-580 to Longley Lane)</b>	
Maria Paz Fernandez, Project Manager	
<i>Status: Wood Rodgers, Inc., was the consultant selected from the qualified list and the agreement was awarded in May 2022. A Programing Document (Traffic Analysis and Forecast) was submitted to the agencies. Preliminary design is under way and 30% design plans are expected by the end of 2022. Construction is tentatively scheduled for fiscal year 2025 (summer 2024).</i>	

<b>Sparks Boulevard</b>	
Amanda Callegari, South Phase Project Manager Jeff Wilbrecht, North Phase Project Manager	<a href="https://SparksBLVDproject.com">SparksBLVDproject.com</a> .
<i>Status: Work is ongoing on the South Phase of the project (widening from four to six lanes from Greg Street to Lincoln Way). Granite Construction Company is working southward from Lincoln Way towards Interstate 80 and Greg Street. Two separate marathon weekends are planned for the weekends of September 9<sup>th</sup> through the 12<sup>th</sup> and September 16<sup>th</sup> through the 19<sup>th</sup>. This work will include significant closures of Sparks Blvd. and the Interstate 80 on/off ramps. Construction is expected to occur through early 2023.</i>	
<i>Work during the last reporting period included submittal of technical reports and documents associated with Environmental Assessment for the North Phase of the project to NDOT. Final design</i>	



*of the project is advancing. Utility relocations are being evaluated to ensure project improvements are not in conflict. A public meeting will be planned for the Fall to review the findings within the Environmental Assessment.*

### **Steamboat Parkway Improvement**

Andrew Jayankura, Project Manager <https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/>

*Status: The project team is developing 90% design plans. Construction is anticipated to start by spring of 2023.*

### **Traffic Signal Timing 6**

Andrew Jayankura, Project Manager <https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-6-project/>

*Status: Signal timing on Damonte Ranch Parkway is underway and anticipated to be complete this month.*

### **Traffic Engineering (TE) Spot 10 – Fuel Tax**

Sara Going, Project Manager <https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-fuel-tax/>

*Status: Construction on the project was completed at the end of August.*

### **Traffic Engineering (TE) Spot 10 – South**

Blaine Petersen, Project Manager <https://www.rtcwashoe.com/engineering-project/traffic-engineering-spot-10-south-2/>

*Status: Sierra Nevada Construction began preliminary work on the roundabout on August 29, 2022.*

### **Traffic Management – ITS Phase 4**

Blaine Petersen, Project Manager <https://www.rtcwashoe.com/engineering-project/its-traffic-management-phase-4/>

*Status: Titan Electrical Contracting continues construction of improvements on Double R Boulevard between Sandhill Drive and South Meadows Parkway.*

### **Traffic Signal Installations 22-01**

Blaine Petersen, Project Manager <https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-22-01/>

*Status: Titan Electrical Contracting continues underground work for the traffic signal at South Meadows Parkway and Wilbur May Parkway through September 2022*

<b>Traffic Signal Modifications 22-01</b>	
Sara Going, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-22-01/">https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-22-01/</a>
<i>Status: The project is in the 90% design stage.</i>	

## **CORRIDOR IMPROVEMENT PROJECTS**

<b>Arlington Avenue Bridges</b>	
Judy Tortelli, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/">https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/</a>
<i>Status: The design team is moving towards 60% design and addressing agency comments received. Coordination with utility companies is on-going. The second public informational meeting was posted on the website in August and the associated survey is open until September 16<sup>th</sup>. A Section 408 permit for geotechnical borings was submitted to Carson Truckee Water Conservancy District. Coordination with USACE, FHWA, and NDOT continues. Environmental studies continue and the public comment period associated with impacts to parks is open until September 16<sup>th</sup>.</i>	

<b>Lemmon Drive</b>	
Judy Tortelli, Segment 1 Project Manager Amanda Callegari, Segment 2 Project Manager	Segment 1 - <a href="https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/">https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/</a> Segment 2 - <a href="https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/">https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/</a>
<i>Status: Segment 1 - The project reached substantial completion in July 2022. Project close-out is underway.</i>	
<i>Segment 2 - The project team finalized the Level 2 screening alternatives analysis where the Project Technical Advisory Committee (TAC) identified the Natural Berm Alignment as the Agency Endorsed Alternative. The team is advancing the agency endorsed alternative to a 15% design.</i>	

<b>Mill Street Widening (Kietzke Lane to Terminal Way)</b>	
Kim Diegle, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/">https://www.rtcwashoe.com/engineering-project/mill-st-widening-kietzke-to-terminal/</a>
<i>Status: The RTC invites the community to learn more about the Mill Street Widening Project by viewing a virtual video presentation online at MillStreetWidening.com. Preliminary Design is progressing as the design team reviews public comments made during the open comment period.</i>	

<b>Oddie Boulevard / Wells Avenue Improvement</b>	
Maria Paz Fernandez, Project Manager	<a href="http://oddiewellsproject.com/">http://oddiewellsproject.com/</a>
<i>Status: Construction started at the end of November 2021. During the first two quarters of 2022, construction activities included underground utility work, excavating/forming/building retaining walls, and placement of privacy walls within the limits of Phase 1 (Pyramid Way to Sullivan Lane in Sparks). Overall construction, including the remaining phases, is anticipated to occur over three (3) construction seasons and be complete by the third quarter of 2024.</i>	
<i>Roadwork and paving operations on Oddie Boulevard (Phase 1 north side section) are being</i>	

completed. Traffic will be moved to the north side to allow the start of construction activities in the south side of Phase 1.

### **Sky Vista Parkway Widening Rehabilitation**

Judy Tortelli, Project Manager

<https://www.rtcwashoe.com/engineering-project/sky-vista-widening-rehabilitation-project/>

*Status: Spanish Springs Construction is completing earthwork, retaining walls, and underground utility work along the north side of Sky Vista Parkway. The construction management team is coordinating with TMWA and NV Energy to schedule reimbursable work included within the project. Coordination with various developments along the corridor is on-going. The team is working closely with North Valleys Regional Park for tree inventory, removals, and replacements. Public outreach efforts continue to develop as the team works on a roundabout education campaign tailored to the project area.*

### **Truckee River Shared Use Path**

Jeff Wilbrecht, Project Manager

<https://www.rtcwashoe.com/engineering-project/truckee-river-shared-use-path-project/>

*Status: The RTC is continuing to coordinate with the Reno Sparks Indian Colony (RSIC) for the necessary property in which the pathway will traverse.*

## **PAVEMENT PRESERVATION PROJECTS**

### **2022 Preventive Maintenance**

Scott Gibson, Project Manager

*Status: This project keeping good roads good is underway. The project includes crack sealing, patching, and microsurfacing on approximately 150 lane miles of regional streets. This project will run through September 2022.*

### **4<sup>th</sup> Street (Sparks) Reconstruction**

Judy Tortelli, Project Manager

<https://www.rtcwashoe.com/engineering-project/lemmon-dr-segment-1/>

*Status: 90% design submittal is currently under agency review. The team is coordinating with NV Energy and the City of Sparks to schedule replacement of aging infrastructure within the project limits. Coordination with Washoe County School District is on-going. The Right-of-Way engineering process is underway. Construction is anticipated to start in April 2022.*

### **Arrowcreek Parkway Rehabilitation**

Kimberly Diegle, Project Manager

<https://www.rtcwashoe.com/engineering-project/arrowcreek-pkwy-rubblestone-to-virginia/>

*Status: Ninety percent (90%) design plans are under agency review. Right-of-way easement acquisition process is getting underway. Beginning of construction is anticipated for late Summer 2022.*

<b>Kings Row Rehabilitation – Phase 2</b>	
Jeff Wilbrecht, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/kings-row-rehabilitation-project-phase-2/">https://www.rtcwashoe.com/engineering-project/kings-row-rehabilitation-project-phase-2/</a>
<i>Status: The construction work is substantially complete. Sierra Nevada Construction is working to finalize outstanding items identified in the punch list.</i>	
<b>Holcomb Avenue Rehabilitation</b>	
Amanda Callegari, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/holcomb-avenue-rehabilitation/">https://www.rtcwashoe.com/engineering-project/holcomb-avenue-rehabilitation/</a>
<i>Status: The project has completed preliminary engineering design. RTC is working with the City of Reno to plan a public information meeting scheduled to take place on September 26<sup>th</sup> at 6PM to discuss project related improvements, specifically reconfiguration of the Sinclair-Holcomb intersection and buffered bike lanes.</i>	
<b>Peckham Lane Rehabilitation</b>	
Andrew Jayankura, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/peckham-lane/">https://www.rtcwashoe.com/engineering-project/peckham-lane/</a>
<i>Status: Construction starts on August 15, 200 and will be complete this fall.</i>	
<b>Reno Consolidated 20-01 – Mayberry Drive, California Avenue, and First Street</b>	
Judy Tortelli, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/reno-consolidated-20-01-mayberry-drive-california-avenue-first-street/">https://www.rtcwashoe.com/engineering-project/reno-consolidated-20-01-mayberry-drive-california-avenue-first-street/</a>
<i>Status: Substantial completion was achieved on August 19<sup>th</sup> and all punch list items are complete. The close-out process is underway.</i>	
<b>Reno Consolidated 22-01 – Sky Valley Drive and Sky Mountain Drive</b>	
Scott Gibson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/reno-consolidated-22-01-sky-valley-sky-mountain/">https://www.rtcwashoe.com/engineering-project/reno-consolidated-22-01-sky-valley-sky-mountain/</a>
<i>Status: The project is substantially complete.</i>	
<b>Reno Consolidated 23-01 – Sutro Street and Enterprise Road</b>	
Maria Paz Fernandez, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/reno-consolidated-23-01-sutro-enterprise/">https://www.rtcwashoe.com/engineering-project/reno-consolidated-23-01-sutro-enterprise/</a>
<i>Status: City of Reno has provided comments for their review of the ninety (90%) design plans. Final design plans are being finalized and bidding is expected to be advertise by next month. Construction is tentatively scheduled for spring 2023.</i>	

## OTHER PROJECTS

<b>4<sup>th</sup> Street Station Expansion</b>	
Jeff Wilbrecht, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/4th-street-station-expansion/">https://www.rtcwashoe.com/engineering-project/4th-street-station-expansion/</a>
<i>Status: Work during the last reporting period continued coordinating preliminary design elements associated with the project; specifically refining the preliminary site layout to ensure future electric vehicle charging infrastructure is accounting for current technologies.</i>	

<b>Peppermill BRT Station</b>	
Scott Gibson, Project Manager	
<i>Status: The project advertised bids for construction. The project is expected to be constructed in early 2023.</i>	

## REPORT ON NEGOTIATED SETTLEMENT AGREEMENTS FOR THE ACQUISITION OF PROPERTY

<b>Project</b>	<b>Property Owner</b>	<b>Purchase Amount</b>	<b>Amount Over Appraisal</b>

## CONTRACTS UP TO \$100,000

None



**REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 9/16/2022

From: Jennifer Meyers, Contracts Administrator

RECOMMENDED ACTION

Acknowledge receipt of the monthly Public Transportation and Operations Report.

BACKGROUND AND DISCUSSION

See Attachment A for background and discussion.

FISCAL IMPACT

There is no fiscal impact with this action.

PREVIOUS BOARD ACTION

There has been no previous board action or direction on this item.

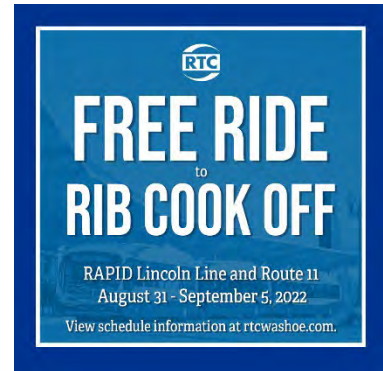
**Highlights**



**RTC Service Change Effective September 10, 2022** – On September 10, RTC implemented changes to its system to continue to provide passengers with reliable and on-time service. These changes were implemented to improve transit access and passenger travel times to allow for more community-wide connectivity and are the first of many upcoming improvements to the RTC’s transit system, as recommended by the community as part of the RTC’s Transit Optimization Plan Strategies (TOPS). The RTC combined community feedback and direction from the RTC Board on different ways to improve transit. The TOPS recommendations are outlined on the RTC’s [website](http://rtcwashoe.com) (rtcwashoe.com). The improvements

will be gradually implemented over the next five years as staffing and funding allow. RTC continually analyzes its transit operations to maximize resources and improve efficiency to enhance and provide quality customer service to riders. This analysis tracks ridership data, gathers input from the transit operators, and input received from passengers and the public. Transit passengers will see new bus stop signs and materials start to go up around the community starting about a week before the service change.

**RTC Provides Free Bus Rides to the Rib Cook Off** – RTC provided free transportation on the RAPID Lincoln Line and Route 11 transit services from Wednesday, August 31, through Monday, September 5, all day, each day, to the Best in the West Nugget Rib Cook Off, in partnership with The Nugget Casino Resort.



Don’t Drive, Arrive! to special events in our community this summer. There are plenty of alternatives to driving your car to events, including taking transit, walking, biking, carpooling, or using ride hailing services. Events like this help to attract new transit passengers and reduce congestion on our roadways.

**RTC RIDE Key Highlights – August**

- Participated in the Hot August Nights Parade, featuring RTC’s 1957 Bus
- 1<sup>st</sup> Monthly Employee newsletter “The Keolis Chronicle” was printed and distributed
- Replacement Driver Uniform fitting was held for two days- several changes made with driver input
- Released 6 trainees to operations for revenue service
- 3 driver resignations
- Restarted the *Driver of the Month* program- First winner is Mohammed Sarwar



- Driver bid for upcoming September service change conducted without any issues
- Hired an additional Manager-On-Duty, 5 total MODs
- Hired new Customer Service Manager, Karen Pinkerton, as of August 22. She has great experience in the customer service field.
- Shop technicians are fully staffed
- Currently recruiting for a Labor Relations Specialist, IT candidate, Shop Supervisor, and Utility worker
- 5 New Flyer coaches were delivered
- Last remaining New Flyer coach is in route from the factory
- GM Phil Pumphrey met with Bill Thomas and Mark Maloney of RTC, Aline Frantzen, Keolis CEO, and Mike Ake, VP Eastern Division of Keolis
- The August Safety Meeting Topics included Customer Comment review, Safe Place review, LLLC coaching, Reference points, and an update of current accident and incident patterns including YTD trends.

**Keolis represented staffing headcount as of August 26, 2022:**

<b>Position</b>	<b>Total Employed</b>	<b>#Needed</b>
Coach Operator Trainees	12	Ongoing
Coach Operators	151	10
Dispatchers	5	0
Road Supervisors	5	0
Mechanic A	5	0
Mechanic B	4	0
Mechanic C	4	0
EV Technician	1	0
Electronics Tech	0	1
Body Technician	2	0

**RTC ACCESS Key Highlights – August**

**Safety**

Accidents: 2

Injuries: 0

YTD Preventable Accident Count: 8

YTD Injury Count: 5

**August Safety Blitz**

Schools back in session and Cushion of Safety

**August 2022 Safety Meeting**

OSHA Right to know and Lock out tag out



### **Recruitment/Staffing Update**

3 new hires started on 7/25/2022 – 2 resigned

1 new hire started on 8/1/2022

3 new hires started 8/2/2022

3 new hires started 8/9/2022 - 2 resigned

3 new hires started 8/16/2022

3 new hires started 8/23/2022 - 1 resigned

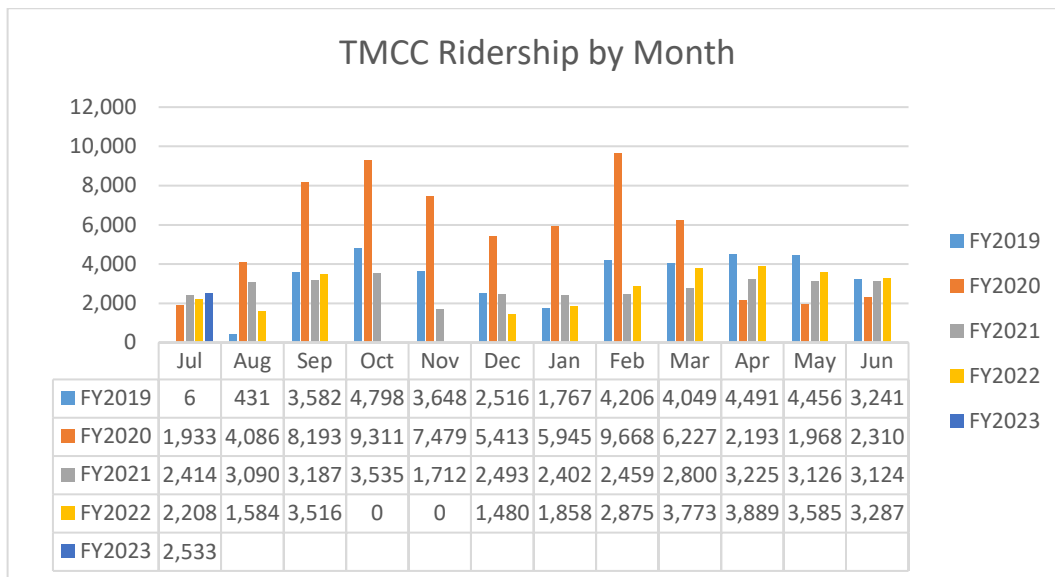
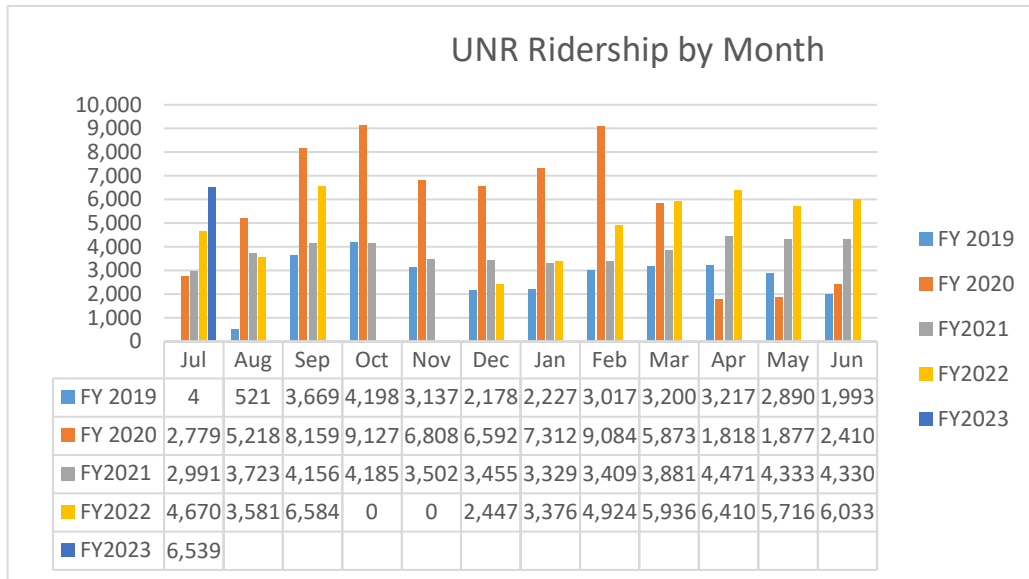
### **MTM represented staffing headcount as of August 23, 2022:**

<b>Position</b>	<b>Total Employed</b>	<b>#Needed</b>
Drivers	46FT – 3PT	11 FT – 0 PT
Dispatchers	4 FT	0
Reservationists	4.5 FTE's	0
Mechanic A	3 FT	1
Utility Worker	1	0

### **TRANSIT DEMAND MANAGEMENT (TDM) Update**

- Vanpools increased from 337 to 347.
- RTC Washoe's vanpool program moved into 6<sup>th</sup> place in the United States based on passenger trips for NTD reporting in June.
- Legends Bay Casino and Tesla have become our newest Bus Pass Subsidy partners, both using Token Transit.
- Staff attended the 35<sup>th</sup> annual Association of Commuter Transportations International Conference in Chicago. Staff attended many interesting sessions and had meetings with some of our vendors (Commute with Enterprise and Trip Spark).
- Smart Trips staff held an outreach event in August for the Reno/Sparks Small Business Resource Fair on August 23.
- The Washoe County Tahoe Transportation Plan Public meeting in Incline Village has been moved to October 4th.
- The Northern Nevada Transportation Management Association (TMA) met again in August and finalized our board and the agenda for the kick-off meeting with employers set in October.

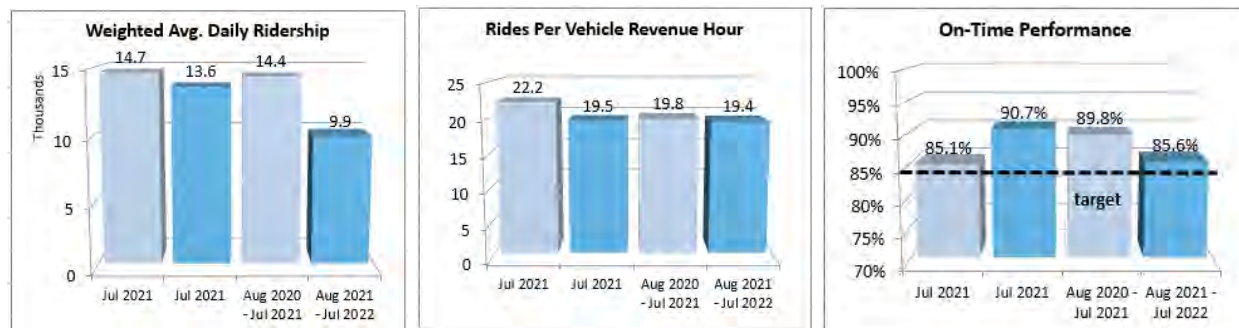
Ridership numbers from the ED Pass Program through the month of June:



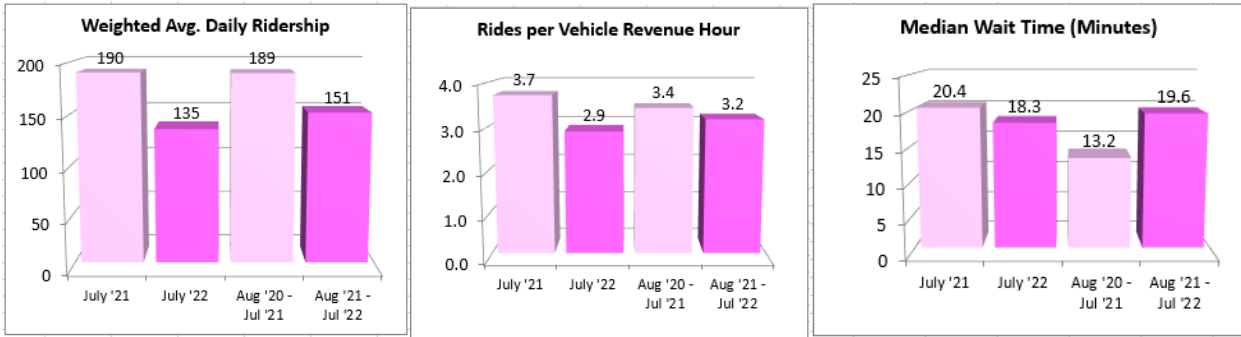
Ridership numbers in October & November of 2021 were affected by the driver strikes.

**JULY 2022 TRANSIT PERFORMANCE**

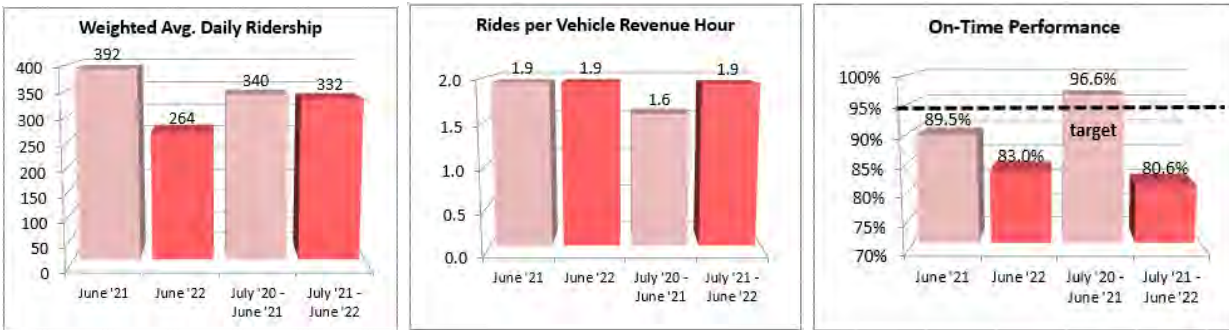
**RTC RIDE**



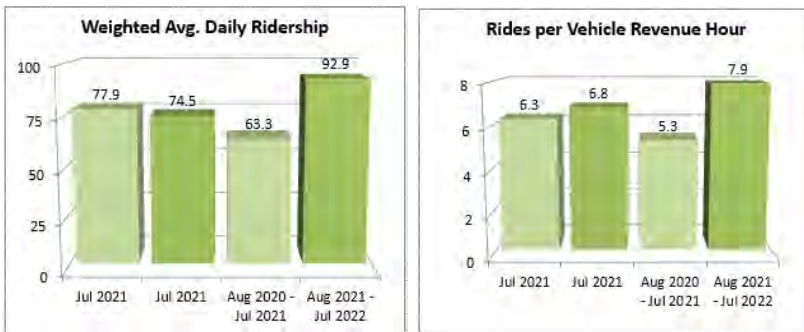
## RTC FlexRIDE



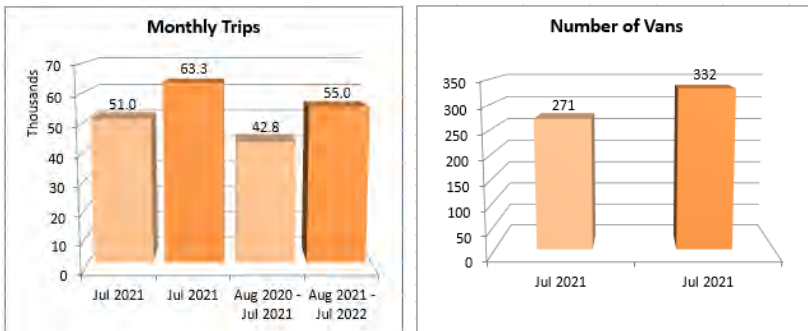
## RTC ACCESS



## TART



## RTC VANPOOL





## **REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/16/2022

From: Dan Doenges , Director of Planning

### **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.

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

#### Citizens Multimodal Advisory Committee (CMAC)

The CMAC met on September 7th, 2022, approved the proposed RTIP Amendment No. 3, acknowledged receipt of a presentation on the Arlington Avenue Bridges Replacement Project Update, and received a report on the roles and responsibilities of the RTC.

#### Technical Advisory Committee (TAC)

The TAC met on September 1st, 2022, approved the proposed RTIP Amendment No. 3, and acknowledged receipt of a presentation on the Arlington Avenue Bridges Replacement Project Update.

#### Regional Road Impact Fee Technical Advisory Committee (RRIF TAC)

There has not been a RRIF TAC meeting since the Board previously met.

### **FISCAL IMPACT**

There is no fiscal impact related with this action.

**PREVIOUS BOARD ACTION**

There has been no previous board action or direction on this item.



**REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/16/2022

From: Christian Schonlau, Director of Finance/CFO

**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Procurement Activity Report.

**BACKGROUND AND DISCUSSION**

See Attachment A for background and discussion.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous board action or direction on this item.

## ATTACHMENT A

### PROJECTS CURRENTLY ADVERTISED

<u>Invitations for Bids (IFB)</u>	
Project	Due Date
N/A	

<u>Request for Proposals (RFP)</u>	
Project	Due Date
South Virginia Street Transit Oriented Development Study	September 8, 2022
Acquisitions and Relocations for Mill Street Widening	September 26, 2022

### 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
Peppermill Bus RAPID Station	Q&D Construction LLC	9/9/2022	\$1,491,450

### 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
Board Retreat Facilitation for FY23	OnStrategy	\$38,500
RTC ACCESS ADA Paratransit Premium Rides	Lyft, Inc.	\$30,000

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

Project	Contractor	Approval Date	CO / Amend. Number	CO / Amend. Amount	Revised Total Contract Amount
Terminal Great Room and Elevator Project	Houston Smith Construction	8/9/2022	15	\$6,289.82	\$2,115,814.59
Terminal Great Room and Elevator Project	Houston Smith Construction	8/16/2022	16	\$14,349.16	\$2,130,163.75



**REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/16/2022

From: Dan Doenges, Director of Planning

**RECOMMENDED ACTION**

Approve a Memorandum of Understanding (MOU) with the Reno Sparks Indian Colony (RSIC) for coordination on the preservation of an easement for potential construction of the Lemmon Valley-Spanish Springs Connector.

**BACKGROUND AND DISCUSSION**

In response to recent discussion regarding a potential Truckee Meadows Public Lands Management Act, both the RTC and RSIC are seeking to take a proactive and coordinated effort toward acquisition of land currently owned by the Bureau of Land Management (BLM) to facilitate expansion of the RSIC land holdings and preserve a future easement for the proposed Lemmon Valley-Spanish Springs Connector. The proposed MOU outlines the responsibilities of both parties should the Lands Act move forward.

**FISCAL IMPACT**

There is no fiscal impact associated with the MOU.

**PREVIOUS BOARD ACTION**

- |                    |  |
|--------------------|--|
| September 17, 2021 | Approved the final report of the Lemmon Valley-Spanish Springs Connector Alignment Alternatives and Planning and Environmental Linkages (PEL) Study. |
| January 19, 2018   | Acknowledged receipt of a report on the Washoe County Economic Development and Conservation Act.   |



## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between **REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, NEVADA (“RTC”)** and **RENO SPARKS INDIAN COLONY (“RSIC”)**, a sovereign nation under the Indian Reorganization Act, located at 34 Reservation Road, Reno, NV 89502. RTC and RSIC may be referred to collectively as the “Parties” and each a “Party.”

### **RECITALS**

WHEREAS, RTC is interested in acquiring certain lands currently owned by the Bureau of Lands Management (the “BLM”), pursuant to the provisions of the Truckee Meadows Public Lands Management Act (the “Lands Act”), for right-of-way purposes for the potential construction of the Lemmon Valley – Spanish Springs Connector roadway (the “Connector”), as identified in Exhibit A attached hereto;

WHEREAS, RSIC is interested in acquiring via trust certain lands currently owned by BLM and adjacent to the existing RSIC, pursuant to the provisions of the Lands Act, as identified in Exhibit A attached hereto;

WHEREAS, in some instances RTC and RSIC desire to acquire the same lands currently owned by BLM, pursuant to the provisions of the Lands Act, and identified as Assessor's Parcel Numbers (APNs) 089-010-20, 089-160-58, 080-710-14, 080-740-02, and 089-160-60 (collectively, the “Common Acquisition Lands”);

WHEREAS, pursuant to this MOU, the RTC agrees not to pursue the acquisition of any interest in the Common Acquisition Lands, pursuant to the provisions of the Lands Act, in exchange for RSIC granting RTC, at no cost, a limited interest in the Common Acquisition Lands necessary and convenient for RTC to secure the right-of-way for and to complete the construction of the Connector in the Common Acquisition Lands.

### **COVENANTS**

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree as follows:

1. Responsibilities of RSIC.

1.1 RSIC agrees to coordinate with RTC to identify a preferred alignment alternative and roadway corridor for the Connector within the Common Acquisition Lands. To the extent the Common Acquisition Lands are owned by or held in trust for RSIC, RSIC will permit an easement, at no cost to RTC, all lands necessary and convenient for RTC to construct the Connector within the roadway corridor identified in the preferred alignment in the Common Acquisition Lands.

2. Responsibilities of RTC.

2.1 In consideration of RSIC’s agreement to dedicate lands necessary for the RTC to construct the Connector, RTC will withdraw its request to acquire any interest in the Common Acquisition Lands pursuant to the Lands Act.

2.2 RTC will coordinate with RSIC to refine selection of a preferred alignment alternative and roadway corridor for the Connector, through the appropriate processes, including any applicable requirements of the National Environmental Policy Act (NEPA).

3. Responsibilities of the Parties.

3.1 RTC and RSIC will work together to determine the appropriate transactional documents and approvals necessary to effectuate the easement of the RSIC lands necessary and convenient to construct the Connector, and will agree on a schedule for any and all steps necessary to complete the easement on such RSIC lands.

3.2 RTC and RSIC shall at all times cooperate for the purposes of fulfilling their obligations pursuant to this MOU and shall share information as appropriate and necessary to fulfill such purposes, including but not limited to any notices received from any governmental or regulatory body concerning any activities that may affect the performance of any Party to the MOU.

4. Term and Termination. This MOU shall be in effect for the term of the date of last signing until such time when RTC has completed construction of the Connector, unless it is determined that construction of the roadway is no longer feasible or desired by RTC.

5. Notices. Any notice or other communication required or permitted to be given to the other party shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery, if delivered in person during recipient's normal business hours; or (b) on the date of delivery, if delivered by courier, express mail service or first-class mail, registered or certified, return receipt requested. Such notice shall be sent or delivered to the respective addresses given below, or to such other address as either party shall designate by written notice given to the other party as follows:

To RTC:

Bill Thomas, Executive Director  
Regional Transportation Commission of Washoe County  
1105 Terminal Way  
Reno, NV 89502  
E-mail: bthomas@rtcwashoe.com

To RSIC:

Reno Sparks Indian Colony  
34 Reservation Road  
Reno, NV 89502  
Attn: Chairman Arlan Melendez

6. Independent Entities. Party recognizes that each is an independent entity and agrees that no Party shall be liable for any other Party's contracts, obligations, torts, or any action of the other Party's representatives. Neither Party shall be liable for the other Party's contracts, obligations, torts or any action of the other Party's representatives. Neither party shall be responsible for the legal and/or contractual obligations related to employees of the other Party. Each Party shall be solely responsible for all state and federal laws pertaining to employment taxes, income withholding, unemployment compensation contributions and other related employment related statutes.

7. Entire Agreement, Modifications. This MOU contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written, with respect to the subject matter of this MOU and the Agreement. This MOU may not be altered, modified or amended except in writing and with the signature of all parties.

IN WITNESS WHEREOF, the parties have caused this MOU to be duly executed as of the dates set forth below.

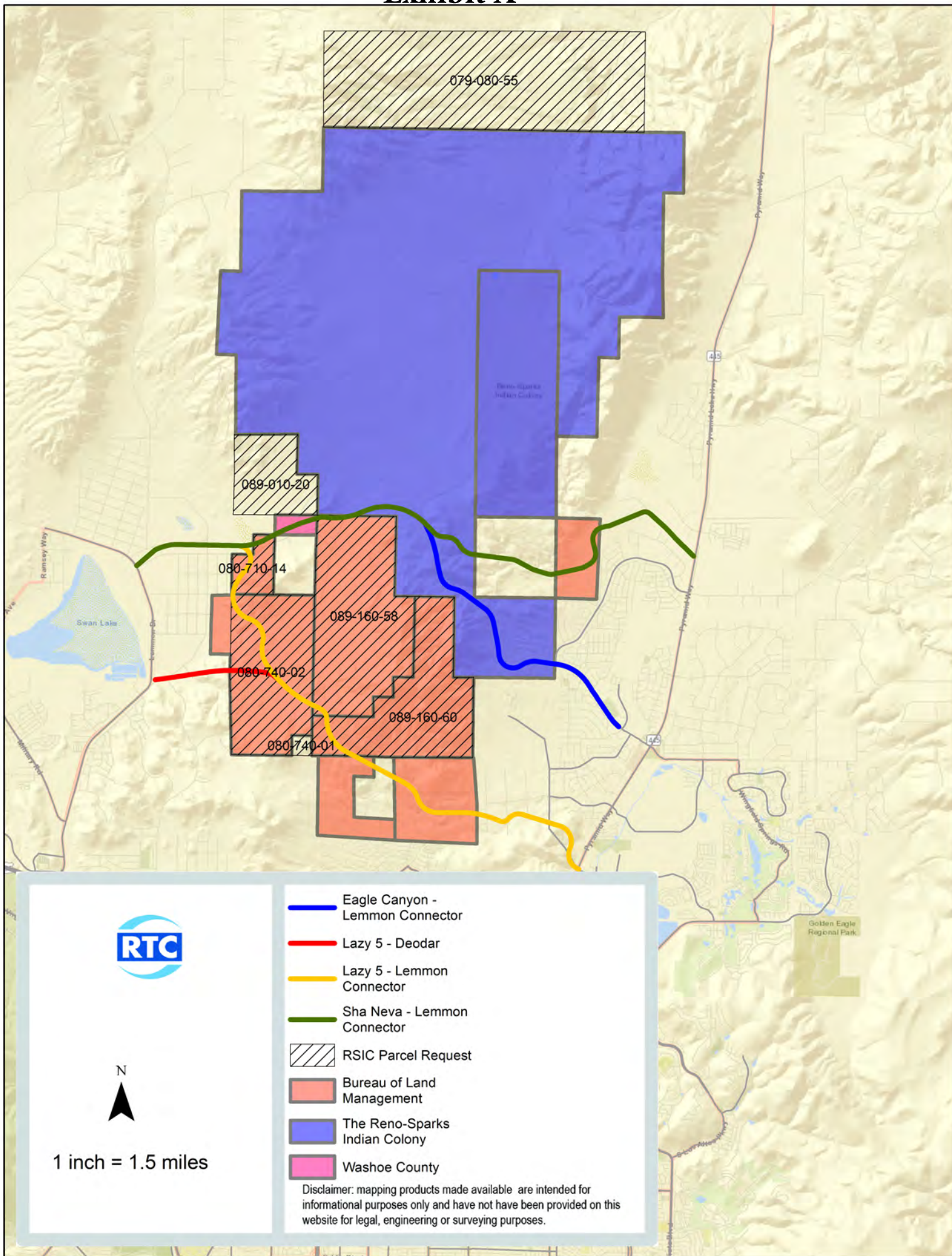
**RENO SPARKS INDIAN COLONY**

By: \_\_\_\_\_  
Date

**REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY, NEVADA**

By: \_\_\_\_\_  
Date

# Exhibit A





**REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/16/2022

From: Dan Doenges, Director of Planning

**RECOMMENDED ACTION**

Authorize a request for proposals for a consultant to develop the Active Transportation Plan.

**BACKGROUND AND DISCUSSION**

The Active Transportation Plan (ATP) will identify policies, programs and infrastructure options to support active modes as a viable transportation choice, especially for shorter trips. The Plan will serve as a resource for the region to incorporate bicycle and pedestrian elements into the roadway network; and provide an overview of best practices, recommended policies, key partnerships, and outreach and educational activities to promote walking, rolling, and biking in the region. This plan will inform the Regional Transportation Plan and leverage future funding opportunities.

A detailed scope of work and evaluation criteria scoring form are attached.

**FISCAL IMPACT**

Funding for this item is included in the FY 2022 – FY 2023 Unified Planning Work Program (UPWP).

**PREVIOUS BOARD ACTION**

February 18, 2022      Approved Amendment 1 to the FY 2022 – FY 2023 UPWP

April 16, 2021        Approved the FY 2022 – FY 2023 UPWP

**RTC Active Transportation Plan**

**Scope of Work**

**Introduction:**

The Reno/Sparks area is experiencing significant growth, and with this growth comes larger demand on the regional roadway network for all modes of transportation. Simultaneously, developments in technology and mobility sharing in the last decade have made micro-modes (bicycles, e-bikes, e-scooters) increasingly accessible and popular choices for active transportation. The RTC’s vision is to improve conditions and provide access along several key corridors to create a reinvigorated central and connected core. The Active Transportation Plan (ATP) will identify policies, programs and infrastructure options to support active modes as a viable transportation choice, especially for shorter trips. The Plan will serve as a resource for the region to incorporate bicycle and pedestrian elements into the roadway network; and provide an overview of best practices, recommended policies, key partnerships, and outreach and educational activities to promote walking, rolling, and biking in the region. This plan will inform the Regional Transportation Plan and leverage future funding opportunities.

Active transportation encompasses multi-modal alternatives to traditional vehicles which connect people of all ages and abilities to where they need to go via human-powered or electric-assisted modes, primarily walking (or rolling) and bicycling. The term “rolling” is used to capture the mobility needs of pedestrians using a walker, wheelchair, stroller, or similar wheeled assistive device. Active transportation highlights the connection between our transportation choices and healthy and active living. This active transportation plan will refer to pedestrians inclusively to those who walk and roll.

**Vision:**

Investments in active transportation help create healthier communities and a more equitable transportation system by providing reasonable and safe alternatives to driving. The goal of this Plan is to improve and expand the active transportation network on regional roads to facilitate better connectivity between selected areas and corridors. This includes prioritizing investment in higher density areas and historically disadvantaged communities where the demand and needs exist to support these types of improvements. Achieving this vision will enhance the quality of life in the region by providing opportunities to reduce vehicle emissions, encourage physical activity, activate street life, and create dynamic and connected communities.

**Objectives:**

- Reference existing agency and local government plans that address implementation of active transportation policies and projects.
- Identify progress made since 2017 Bicycle and Pedestrian Master Plan (BPMP) adoption.
- Engage with agency partners, stakeholders, and the community to solicit input.
- Provide recommendations on holistic network improvements to enhance safety, connectivity, and convenience of walking, rolling, and biking in high density and disadvantaged communities, particularly near major trip generators such as access to essential goods and services.
- Support the use of public transit by prioritizing active transportation connections to transit routes and stops.
- Identify best practices and a prioritization strategy for implementing the following:
  - Context Sensitive On-Street Bike Facilities
  - Off-Street Shared-Use Facilities
  - Accessible Pedestrian Facilities
  - Traffic Calming/Supportive Infrastructure/Curbside Management
- Establish data collection methodology to support incremental expansion of a systemic active transportation network.
- Develop a planned active transportation network to be incorporated into the RTC travel demand model for forecast analysis and scenario planning.

**Task 1: Project Management**

- 1.1 Invoicing and Progress Reports - Prepare the monthly progress reports, invoices, and billing.
- 1.2 Coordination - An initial meeting with RTC will be organized to establish study goals and objectives. Coordination with the RTC project manager and staff will be ongoing throughout the project. It is anticipated that the consultant will communicate with the project management team through brief bi-weekly online meetings, or as needed.
- 1.3 Management Plan - The consultant shall provide a management plan that identifies a team organizational structure and anticipated steps and processes required to complete the study. This will include a project schedule and budget for each task and corresponding deliverables, and progress reports.

**Task 2: Existing and Future Conditions Analysis**

- 2.1. Existing Studies - Reference existing agency and local government plans that address implementation of active transportation policies and projects and corridor studies that are relevant to the Active Transportation Plan and incorporate them into the analysis. Examples of plans include the following:
  - 2050 Regional Transportation Plan
  - 2017 BPMP
  - RTC Complete Streets Master Plan
  - RTC ADA Transition Plan
  - RTC Transit Optimization Plans Strategies (TOPS) Plan
  - Vision Zero Truckee Meadows Action Plan
  
- 2.2 Existing Infrastructure and Project Completion – Reference/map existing active transportation infrastructure in the Truckee Meadows including, but not limited to, projects implemented since the 2017 BPMP adoption, protected bike lanes, green bike lanes, Rectangular Rapid-Flashing Beacons (RRFBs), speed radar signs, established pedestrian safety zones, shared use path and/or separated multimodal paths and similar safety improvements. Include transit stops, Primary Emergency Vehicle Routes (PEVR) and Truck Routes from the local jurisdictions. Assistance from RTC staff is anticipated.
  
- 2.3 Land Use and Traffic Analysis – Develop a bicycle level of traffic stress (LOTS) and pedestrian experience index (PEI) based on corridor land use and roadway characteristics and existing and forecasted traffic volumes on the regional road network within select areas. Identify potential roadway corridors for a connected active transportation network based on ideal conditions (traffic volumes/capacity, posted speed limits, available right-of-way, trip generators/attractors, underserved areas, etc.). Assistance from RTC staff is anticipated.
  
- 2.4 Safety Analysis – Collect available crash statistics, including bicycle and pedestrian related crashes for the past 5 years. Analyze potential safety issues and contributing factors on the study roadway segments and intersections, including (but not limited to) lighting, speed, railroad crossings, roadside hazards, and potential multimodal transportation generators. Assistance from RTC staff is anticipated.



- 2.5 Transit Analysis – Document existing transit service and ridership trends in the immediate study area. Coordinate with the RTC Public Transportation and Operations Department to identify future transit service needs, potential improvements, and park and ride options. Utilize the new Transit Optimization Plans Strategies (TOPS) Plan.

**Task 3: Public and Agency Involvement**

- 3.1 Project Technical Advisory Committee Meetings – Facilitate up to four (4) project TAC meetings that will be held during the planning study to review study issues, solicit input, and seek consensus and results.
- 3.2 Public Information Meetings/Planning Workshops – Facilitate up to two (2) public information meetings (format to be determined). Conduct outreach to area residents and business/property owners and community groups to solicit input.
- 3.3 Agency Meetings – Present the project at up to two (2) community and stakeholder meetings for select community partners/audiences.
- 3.4 Outreach plan – RTC Communications team will work with project team to identify an outreach plan for this project that is consistent with the RTC Public Participation Plan.

**Task 4: Develop and Evaluate Alternatives**

- 4.1 Develop a vision statement and associated goals for the Active Transportation Plan. This active transportation vision statement should incorporate community and stakeholder input and include the integration of micro-mobility transportation while maintaining vehicle capacity on the regional road network and considering community needs.
- 4.2 Active Transportation Improvements - Identify best practices and a prioritization strategy for implementing the following:
- Context Sensitive On-Street Bike Facilities
  - Off-Street Shared-Use Facilities
  - Accessible Pedestrian Facilities
  - Traffic Calming/Supportive Infrastructure/Curbside Management

Facility and infrastructure recommendations should be implemented in consideration and within the context of:

- Various mobility devices and micro-modes of transportation
- School zone operations
- Existing and forecasted traffic volumes and vehicle throughput
- On-street parking/commercial loading zones

- 4.3 Develop data collection methodology recommendations to support incremental expansion of a systemic active transportation network, and identify strategies to promote growth in active transportation mode share
- 4.4 Develop planning level cost estimates and an implementation schedule for network improvements. Identify potential funding strategies for implementation.

**Task 5: Report Preparation**

- 5.1. Draft Report - Prepare a concise and focused draft Active Transportation Plan report including graphics and illustrations of relevant information. The report will include typical cross-sections, conceptual design level exhibits for multimodal improvements, and planning level cost estimates.
- 5.2 Revised Report – Revise the draft report based on comments from the RTC and stakeholders. Present revised report to TAC, CMAC, and the public.
- 5.3 Final Report – Incorporate comments from TAC and CMAC members and the public and produce the Final Report. Provide five (5) printed copies of the report and include an In-Design and Word File of the report as well as any relevant GIS shapefiles.

**Project Milestones:**

- Project coordination meeting with RTC– Month 1
- Project TAC Kickoff Meeting – Month 2
- Public Information/Workshop Meeting #1 – Month 4

## **ATTCHMENT A**

- Public Information/Workshop Meeting #2 – Month 7
- Draft Report – Month 10
- Revised Report – Month 11
- Final Report – Month 12



## EVALUATION/SCORING SHEET

Project Name Active Transportation Plan

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)	Consensus Meeting FINAL Points Awarded	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
<b>Factor 1 – Project Approach:</b> How will you implement the Project requirements identified in the Scope of Services? A) Provide a schedule with a narrative describing how you will meet the major milestones. B) Describe innovative approaches to presentation of data and concepts in a meaningful way that is easily understood by the public. C) Provide a plan regarding interaction with a broad spectrum of the public (i.e. not just bicycle or ADA advocates) and identify how you will specifically engage in an equitable manner. D) Identify a plan going forward to expand and build upon the region's active transportation network and encourage greater alternative mode share.	35%	100					<i>Strength(s):</i>  <i>Weakness(es):</i>  <i>Explanation of Revised Score(s) (if any):</i>
<b>Factor 1 Weighted Points Calculation(s)</b>	%		0.0	0.0	0.0	0.0	
<b>Factor 2 – Firm Experience:</b> 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 on schedule and a brief description of any schedule issues. E) Original agreement cost for services and a brief description of any amendments. F) Describe notable successes as a result of services provided.	30%	100					<i>Strength(s):</i>  <i>Weakness(es):</i>  <i>Explanation of Revised Score(s) (if any):</i>
<b>Factor 2 Weighted Points Calculation(s)</b>			0.0	0.0	0.0	0.0	

Evaluation Factor/Criteria	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Consensus Meeting FINAL Points Awarded	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
<p><b>Factor 3 - Past Performance:</b>  a. Briefly describe five (5) recently completed projects in which the firm provided services similar to those sought by the RTC. Provide the following information for each project:  i. Description of the project scope and the services provided by the firm;  ii. List amount of firm's successful completion of the project within budget;  iii. List original planned completion date and actual project completion date;  iv. Describe notable successes specific to the services provided;  v. Provide name and telephone number of a contact person, employed by the project owner, familiar with the consultant's work. (These persons may be contacted for further information and reference)</p>	25%	100					<p><i>Strength(s):</i></p> <p><i>Weakness(es):</i></p> <p><i>Explanation of Revised Score(s) (if any):</i></p>
<b>Factor 3 Weighted Points Calculation(s)</b>			0.0	0.0	0.0	0.0	
<p><b>Factor 4 – Availability and Capacity:</b>  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.  d) Describe your firm's location(s) or presence in the geographical area and identify the location of the office which will provide primary project control for this project.</p>	10%	100					<p><i>Strength(s):</i></p> <p><i>Weakness(es):</i></p> <p><i>Explanation of Revised Score(s) (if any):</i></p>
<b>Factor 4 Weighted Points Calculation(s)</b>			0.0	0.0	0.0	0.0	
<b>Factor 5 - Description:</b>		100					<p><i>Strength(s):</i></p> <p><i>Weakness(es):</i></p> <p><i>Explanation of Revised Score(s) (if any):</i></p>
<b>Factor 5 Weighted Points Calculation(s)</b>			0.0	0.0	0.0	0.0	
<b>TOTAL:</b>	100%		0.0	0.0	0.0	0.0	

Evaluation Factor/Criteria	Weighting (%)	Max Points	Pre-Consensus Meeting Score	Consensus Meeting Revised Score (if applicable)	Final Post-Interview Revised Score (if applicable)	Consensus Meeting FINAL Points Awarded	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
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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:** 9/16/2022

From: Doug Maloy, Engineering Manager

### **RECOMMENDED ACTION**

Approve Amendment No. 1 to the Interlocal Cooperative Agreement with NDOT for Phase 1 of the Pyramid Highway/US 395 Connector Project to authorize additional federal funds for construction.

### **BACKGROUND AND DISCUSSION**

Phase 1 includes capacity and multimodal improvements on Pyramid Highway (State Route 445) from Queen Way to Golden View Drive. The design was completed by NDOT in August and the \$23 million BUILD grant has been approved and executed by the Federal Highway Administration (FHWA).

The existing Interlocal Cooperative Agreement obligates federal funds (FHWA), State Highway Funds (NDOT) and Local Fuel Tax Funds (RTC) in the total amount of \$54,100,000. This amendment provides for additional funding should, after construction bids are received, the overall project cost exceed \$54,100,000.

The amendment stipulates that NDOT will obligate additional state funds up to \$9,100,000 after which, if needed, funding would be split equally by NDOT and RTC using their respective State Highway Funds and Washoe Surface Transportation Block Grant (STBG) funds and/or Highway Infrastructure Program (HIP) funds.

### **FISCAL IMPACT**

If the overall project cost, following receipt by NDOT's lowest responsive, responsible construction bid, does not exceed \$63,200,000 (\$54,100,000 existing funds plus \$9,100,000 additional state funds) there will be no fiscal impact to the RTC. In the event the project cost exceeds \$63,200,000, additional "RTC Washoe" federal funds would be obligated per the amendment.

### **PREVIOUS BOARD ACTION**

1/21/2021

Approved an Interlocal Agreement with NDOT for right of way acquisition, utility relocation, construction and construction management necessary to complete Phase 1 of the Pyramid Highway/US 395 Connector Project in the amount of \$54,100,000.

Amendment No. 1 to  
Interlocal Agreement No. R591-20-015

This Amendment is made and entered into on \_\_\_\_\_, between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT", and the Regional Transportation Commission of Washoe County, 1105 Terminal Way, Reno, Nevada 89502, hereinafter referred to as the "RTC."

WITNESSETH:

WHEREAS, on January 21, 2021, the parties entered into Agreement No. R591-20-015 to assign responsibilities on funding, project administration, right-of-way, and construction of Phase 1 of the Pyramid Highway/US 395 Connection Project; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. R591-20-015.

NOW, THEREFORE, the parties agree as follows:

1. The termination date referenced in Article III, Paragraph 1, shall be changed from December 31, 2026 to December 31, 2028.
2. Article III, is amended by adding this paragraph:

"In the event that the lowest responsive, responsible construction bid received is more than the engineer's estimate resulting exceeding the Total Award amount of Fifty-Four Million One Hundred Thousand and 00/100 Dollars (\$54,100,000.00) per Exhibit A of the Agreement, the DEPARTMENT will obligate state funds up to an additional Nine Million One Hundred Thousand and 00/100 Dollars (\$9,100,000.00). Any additional funds required above the Nine Million One Hundred Thousand and 00/100 Dollars (\$9,100,000.00) will be funded equally (50-50) by DEPARTMENT and RTC using their respective State Highway Funds and Washoe Surface Transportation Block Grant (STBG) and/or Highway Infrastructure Program (HIP) Federal Funds. RTC will give the DEPARTMENT the authority to obligate STBG and/or HIP Federal Funds to provide its share of the additional funds."

3. All of the other provisions of Agreement No. R591-20-015 dated January 21, 2021, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the above-named parties have hereunto set their hands and executed this Amendment on the date first written above.

Regional Transportation Commission  
of Washoe County

STATE OF NEVADA, acting by and through  
its DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Approved as to Legality and Form:

\_\_\_\_\_  
Deputy Attorney General





**REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/16/2022

From: Sara Going, Project Manager

**RECOMMENDED ACTION**

Authorize a request for proposals (RFP) for the selection of a consultant to perform a feasibility study and provide preliminary design, environmental analysis, final design, and design support during construction for the Keystone Bridge Project.

**BACKGROUND AND DISCUSSION**

The project looks to replace the structurally deficient Keystone Avenue Bridge crossing the Truckee River, provide multi-modal connectivity, and improve motor vehicle circulation in the corridor. The request for proposals will seek a consultant to perform a feasibility study to determine the bridge structure type and project limits as well as to perform environmental analysis, preliminary and final design, and design support during construction for the project. The project is anticipated to utilize Federal funding.

**FISCAL IMPACT**

Funding for this item is included in the approved FY 2023 budget, and there is no additional cost in connection with this agenda item.

**PREVIOUS BOARD ACTION**

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

**REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY, NEVADA**

**Request for Proposal (RFP)**

**RTC 23-02**

Instructions for Submitting a Proposal to Perform

**Professional Services for  
Keystone Bridge Project Feasibility/NEPA/Design**

Due: November 18, 2022  
No later than 2:00:00 p.m.



Regional Transportation Commission  
1105 Terminal Way, Suite 300  
Reno, NV 89502  
Tel: 775-348-0400  
Fax: 775-324-3503

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- Section 1 – Introduction
- Section 2 – Scope of Services
- Section 3 – Evaluation Factors
- Section 4 – Minimum Qualifications
- Section 5 – Small Business Enterprise (SBE) and Emerging Small Business (ESB) Participation
- Section 6 – DBE Requirements
- Section 7 – Procurement Schedule
- Section 8 – Pre-Proposal Conference
- Section 9 – Proposals
- Section 10 – Submittal Instructions
- Section 11 – Rules of Contact
- Section 12 – Proposer Questions
- Section 13 – Confidential Information, Trade Secrets, and/or Proprietary Information
- Section 14 – Evaluation Process
- Section 15 – Negotiation of Agreement
- Section 16 – Protest Procedures

### **ATTACHMENTS**

- Attachment A – Scope of Services
- Attachment B – Evaluation/Scoring Sheet
- Attachment C – Affidavit Required by 23 U.S.C. Section 112(c) and 2 C.F.R. Parts 180 and 1200
- Attachment D – Affidavit of Non-Collusion
- Attachment E – Certification Required by Section 1352 of Title 31, United States Code

### **INCORPORATED BY REFERENCE**

The following documents referenced and incorporated herein are available on [www.rtcwashoe.procureware.com](http://www.rtcwashoe.procureware.com):

1. Form Contract, including indemnification and insurance requirements.

## **SECTION 1 – INTRODUCTION**

The Regional Transportation Commission of Washoe County, Nevada (RTC) is issuing this Request for Proposals (RFP) and will select the most qualified firm with whom to negotiate a fair and reasonable price and finalize a contract. Issuance of this RFP shall in no way constitute a commitment by the RTC to execute a contract.

The RTC reserves the right to issue addenda to this RFP prior to the proposal due date and may extend the proposal due date by addendum if necessary. Proposers are responsible for checking for any addenda at [www.rtcwashoe.procurement.com](http://www.rtcwashoe.procurement.com).

Proposers are solely responsible for any costs incurred during this procurement process. The RTC reserves the right to reject all proposals received, or to cancel this RFP at any time if in the best interests of the RTC.

## **SECTION 2 – SCOPE OF SERVICES**

The project, background, and services and deliverables to be provided, are described in Attachment A – Scope of Services.

## **SECTION 3 – EVALUATION FACTORS**

This will be a qualifications based selection process as required by [40 U.S.C. 1101-1104 (Brooks Act) and] NRS 625.530. No pricing or cost information is to be provided with the proposal. Compensation will be negotiated with the most qualified firm after conclusion of the evaluation process. The RTC will determine the most qualified firm based on the factors identified in Attachment B – Evaluation/Scoring Sheet.

## **SECTION 4 – MINIMUM QUALIFICATIONS**

### **A. Registered Professional Engineers and Land Surveyors**

The proposer and its Project Manager shall comply with the registration requirements of Chapter 625 of the Nevada Revised Statutes (NRS), Professional Engineers and Land Surveyors, at the time of submission of the proposal. Such individual(s) must be employed by the firm that is submitting the proposal for consideration by the RTC. A firm cannot meet the registration requirements of NRS Chapter 625, for qualification purposes, by “borrowing” such a person from another firm under the guise of a “Joint Venture” submission. Each firm of a Joint Venture must be qualified by the RTC by having a Nevada licensed Professional Engineer on staff; each Joint Venture firm must stand alone in this requirement. If the proposal is being submitted by a Joint Venture, a copy of the documents by which such Joint Venture is formed must be submitted with the proposal. The individuals so named must be Nevada licensed Professional Engineers at the time of submission; pending licenses do not qualify.

**B. Nevada Business License**

The selected firm must be appropriately licensed by the Office of the Secretary of State, pursuant to NRS 76.100, prior to doing business in the State of Nevada. Information regarding the Nevada State Business License can be located at [www.nvsos.gov](http://www.nvsos.gov).

Before a contract can be executed, the successful proposer will be required to provide the following:

1. Nevada State Business License Number; and
2. Business Entity’s Legal Name (affirm that it is the same name under which the firm is doing business).

Additionally, if the firm is a corporation, LLC, LP, LLP, or LLLP, or non-profit corporation based out of state, it must be registered as a foreign business entity equivalent in Nevada, in active status, and in good standing with the Nevada Secretary of State.

**SECTION 5 – SMALL BUSINESS ENTERPRISE (SBE) AND EMERGING SMALL BUSINESS (ESB) PARTICIPATION**

The RTC encourages Small Business Enterprise (SBE) and Emerging Small Business (ESB) participation on its projects. RTC expects prime contractors to extend contracting opportunities to SBE and ESB entities on this project, whenever such opportunities exist.

**SECTION 6 – DBE REQUIREMENTS**

There are no Disadvantaged Business Enterprise (DBE) program goals for this procurement. However, the RTC, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49 Code of Federal Regulations Part 26, hereby notifies all proposers that it will affirmatively ensure that in regard to any contract entered into, certified DBE firms will be afforded full opportunity to submit bids and proposals in response to our invitation and will not be discriminated against on the grounds of race, color, sex, age, disability, or national origin in consideration for an award. Although there is no contract-specific goal associated, the RTC encourages proposers to make the same effort to ensure nondiscrimination in the award and administration of subcontracts, to help remove barriers to the participation of DBEs, and to assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

## SECTION 7 – PROCUREMENT SCHEDULE

Task	Date
RFP Issued	Monday, October 3, 2022 at 8:00 AM
Pre-Proposal Conference	Thursday, October 13, 2022 at 2:00 PM
Questions Due	Thursday, October 27, 2022 by 4:00:00 PM
RTC Responds to Questions by Addendum	Friday, November 4 by 4:00:00 PM
Proposals Due	Friday, November 18, 2022 at 2:00:00 PM
Interviews (if needed)	Tuesday, December 13, 2022
Contract Executed	February 2022

The RTC reserves the right to alter any of the dates or times shown above by addendum.

## SECTION 8 – PRE-PROPOSAL CONFERENCE

The non-mandatory Pre-Proposal Conference will be held at the Regional Transportation Commission, 1105 Terminal Way, Suite 108, Reno, Nevada. The purpose of the pre-proposal conference is to review the procurement process and the RTC’s needs and specifications and to address any pertinent questions from interested parties. Participation is strongly encouraged. Although RTC staff may provide verbal answers to some questions raised at the pre-proposal conference, only those answers issued in a written addendum to this RFP will be considered valid and binding on the RTC.

## SECTION 9 – PROPOSALS

Proposals must not include any pricing or cost information. Proposers must adhere to the following requirements and limitations in preparing their proposals:

1. The proposal must include a cover letter. The cover letter must be single-spaced, and must not exceed two (2) 8½” x 11” pages. The cover letter must include the proposer’s contact information including name of the proposer, name of a contact person, mailing address, telephone number, and email address.
2. The proposal must respond to each Evaluation Factor in the exact order presented in Attachment B – Evaluation/Scoring Sheet. Each response must be contained in its own unique, numbered section bearing the same number and title as the Evaluation Factor being addressed.

The responses to the Evaluation Factors, including any tables, must be 1.5-line spacing, must use no smaller than 11 point font, and must not exceed **FIFTEEN (15)** 8½” x 11”

pages. Any use of 11" x 17" pages will be counted as two (2) pages each. Only the responses to the Evaluation Factors count towards this page limit.

3. Proposers must attach resumes for all personnel on the proposed Project Team. There is no page limit for resumes.
4. Proposers must attach a statement disclosing any existing or potential conflicts of interest relative to the performance of the services described in this RFP. Any such relationship that might be perceived or represented as a conflict must be disclosed.
5. Proposers must attach a signed acknowledgement form for each addendum, if any.
6. Proposers must specify any objections to the terms and conditions described in this RFP. Any objections should be stated on a separate attachment titled "Objections to RFP". If an objection is stated, the proposer must propose substitute terms or conditions. If no objections are stated, it will be assumed and understood that the proposer agrees to fully comply with all terms of the RFP. The nature and extent of any objections taken will be considered by the RTC in the selection process. **OBJECTIONS MAY BE CONSIDERED MATERIAL AND MAY BE CAUSE FOR REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.**
7. Proposers must specify any objections to the terms and conditions in the Form Contract available at [www.rtcwashoe.procurement.com](http://www.rtcwashoe.procurement.com). Any objections should be stated on a separate attachment titled "Objections to Form Contract". If an objection is stated, the proposer must propose substitute terms or conditions. If no objections are stated, it will be assumed and understood that the proposer agrees to fully comply with all terms of the Form Contract. The nature and extent of any objections taken will be considered by the RTC in the selection process. **OBJECTIONS MAY BE CONSIDERED MATERIAL AND MAY BE CAUSE FOR REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.**
8. The proposal must have a page divider between each of the sections described above.
9. Proposers must provide signed copies of each of the following: Attachment C – Affidavit Required by 23 U.S.C. Section 112(c) and 2 C.F.R. Parts 180 and 1200; Attachment D – Affidavit of Non-Collusion; and Attachment E – Certification Required by Section 1352 of Title 31, United States Code.
10. Proposers must provide one copy of their financial statements (including balance sheet and income statements) for the last two (2) years. If proposer is a wholly-owned subsidiary of a parent company, it must also submit the financial statements of its parent company for the same two (2) years. The financial statements must set forth the financial status of the entity or business unit that will actually perform the work.

Failure to meet the above stated requirements and limitations may result in a proposal being deemed non-responsive in the RTC's discretion. Later alterations, modifications or variations to a proposal will not be considered unless authorized by the RFP or an addendum.

### **SECTION 10 – SUBMITTAL INSTRUCTIONS**

Proposers have two options for submitting their proposal and proposal materials.

**Option 1:** Proposers may submit the following via [www.rtcwashoe.procureware.com](http://www.rtcwashoe.procureware.com):

- The proposal and required attachments
- The proposer's financial statements
- Signed copies of Attachment C, Attachment D and Attachment E of this RFP

**Option 2:** Alternatively, proposers may submit the following in a sealed envelope or box plainly marked with the name and title of this RFP, and the name and return address of the proposer:

- Five (5) memory sticks/flash drives each containing a copy of the proposal and required attachments (with the exception of proposer's financial statements)
- Five (5) hardcopies of the proposal and required attachments (with the exception of proposer's financial statement)
- One (1) memory stick/flash drive with a copy of proposer's financial statements and signed copies of Attachment C, Attachment D and Attachment E of this RFP

The sealed envelope or box must be submitted to the attention of:

Christopher Benham  
Regional Transportation Commission  
1105 Terminal Way, Suite 300  
Reno, NV 89502

Proposals received after the specified deadline **will not** be considered and will be disposed of in an appropriate manner suitable to the RTC, in its sole discretion.

Proposers will be solely responsible for the timely delivery of proposals. No responsibility will attach to the RTC, or any official or employee thereof, for failure to open a proposal not properly submitted. Faxed and/or e-mailed proposals are not allowed and will not be considered.



## **SECTION 11 – RULES OF CONTACT**

Proposers shall **only** correspond with the RTC regarding this RFP through the RTC's designated representative. The designated representative's contact information is:

Christopher Benham  
Procurement Analyst  
Regional Transportation Commission  
1105 Terminal Way, Suite 300  
Reno, NV 89502  
[cbenham@rtcwashoe.com](mailto:cbenham@rtcwashoe.com)  
(775) 335-1868

Proposers shall not contact the RTC's employees, including RTC heads, members of the review committee and/or any official who will participate in the selection and award process, except through the process specified herein. Any communications determined to be improper may result in disqualification at the discretion of the RTC. Information regarding the RFP will be disseminated by the RTC on [www.rtcwashoe.procureware.com](http://www.rtcwashoe.procureware.com). The RTC will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein. Failure to comply with these rules of contact may result in a proposal being deemed non-responsive in the RTC's discretion.

## **SECTION 12 – PROPOSER QUESTIONS**

Any and all questions raised by proposers must be posted to [www.rtcwashoe.procureware.com](http://www.rtcwashoe.procureware.com) by the deadline specified in the schedule above. All requests must be accompanied by a corresponding reference to the name of this RFP.

RTC will respond to questions regarding the RFP, including requests for clarification and requests to correct errors, on [www.rtcwashoe.procureware.com](http://www.rtcwashoe.procureware.com). Only requests submitted through [www.rtcwashoe.procureware.com](http://www.rtcwashoe.procureware.com) will be considered.

## **SECTION 13 – CONFIDENTIAL INFORMATION, TRADE SECRETS, AND/OR PROPRIETARY INFORMATION**

All materials submitted become the property of the RTC and will not be returned. The RTC's selection or rejection of a proposal does not affect this right. The master copy of each proposal shall be retained for official files and will become public record after execution of a contract. The RTC shall not be liable for disclosure or release of information when authorized or required by law to do so pursuant to NRS 239.012.

Confidential information, trade secrets, and/or proprietary information must be marked as such in the proposal. The failure to mark this information as per NRS 332.061 shall constitute a complete waiver of any and all claims for damages caused by release of the information by the

RTC. If the RTC reviews the confidential information and determines that the information is not considered confidential pursuant to NRS Chapter 332, the RTC will contact the proposer. The proposer must advise the RTC as to whether it either accepts the RTC's determination that the information is not confidential, or withdraws the information. The proposer will not be allowed to alter the proposal after the date and time set for receipt of proposals. Notwithstanding the provisions in NRS Chapter 332, the RTC retains its immunity pursuant to the provisions of NRS 239.012 for any "good faith" release of information, and the immunities from liability provided to it pursuant to NRS Chapter 41.

Any information submitted pursuant to the above procedure will be used by the RTC only for the purposes of evaluating proposals and conducting negotiations.

If a lawsuit or other court action is initiated to obtain proprietary information, a proposer who submits the proprietary information according to the above procedure must have legal counsel intervene in the court action and defend the secrecy of the information, at its own cost. Failure to do so shall be deemed proposer's consent to the disclosure of the information by the RTC, proposer's waiver of claims for wrongful disclosure by RTC, and proposer's covenant not to sue RTC for such a disclosure.

Proposer also agrees to fully indemnify the RTC if the RTC is assessed any fine, judgment, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

#### **SECTION 14 – EVALUATION PROCESS**

A review committee will evaluate the proposals. The review committee will be comprised of RTC staff and may include other members representing local entities.

Oral interviews may be conducted at RTC's sole discretion with proposers within a competitive range. In the event that the RTC elects to conduct interviews, each proposer in the competitive range will be advised of the format and schedule for interviews.

If interviews are not conducted, the final ranking will be determined based on scoring of the proposals. If interviews are conducted, the final ranking will be determined by the review committee after the interviews. Failure of a proposer to appear at an oral interview, if the committee elects to conduct such interviews, will be considered non-responsive, and that proposer will be eliminated from any further consideration.

#### **SECTION 15 – NEGOTIATION OF AGREEMENT**

After the final ranking, the RTC and the highest ranked proposer will finalize the scope of services, schedule of services and attempt to negotiate a fair and reasonable price and finalize the contract. The RTC shall have the right to conduct a cost/price analysis and any other analysis necessary to determine whether or not the price is fair and reasonable. All costs incurred by the proposer in connection with the negotiations shall be borne by the proposer and there shall be

no right to reimbursement from the RTC. Negotiations shall be confidential and not subject to disclosure to competing proposers. The terms agreed to by the parties shall be confidential until a contract is executed.

If an acceptable agreement cannot be reached with the highest ranked proposer, the RTC may terminate negotiations with that proposer and proceed to negotiate with the next highest ranked proposer, and so on, until an acceptable agreement is negotiated, or the RTC, in its sole discretion, elects to terminate the procurement.

If an acceptable agreement is reached, the contract will be submitted to the RTC's governing body with a recommendation of award. After award and execution of the contract, proposals can be requested from the RTC via a public records request.

### **SECTION 16 – PROTEST PROCEDURES**

RTC's policy and procedures for the administrative resolution of protests are set forth in RTC's Management Policy P-13 at <https://www.rtcwashoe.com/about/procurement/>. RTC will furnish a copy of Management Policy P-13 upon request.

## **Attachment A – SCOPE OF SERVICES**

### **INTRODUCTION**

With the Keystone Bridge Project, the Regional Transportation Commission of Washoe County (RTC) seeks to replace the structurally deficient Keystone Avenue Bridge over the Truckee River and address multi-modal circulation in the corridor surrounding the bridge, approximately from 1st Street to California Avenue.

This Request for Proposal (RFP) seeks to select one (1) firm to perform a feasibility study, environmental services, permitting assistance, preliminary engineering, final design, federal grant application support, and bidding services. RTC is anticipating to use a typical design-bid-build project delivery method. Federal funds will be applied to the project, requiring the completion of the National Environmental Policy Act (NEPA) process, with the Federal Highway Administration (FHWA) as the Lead Agency.

The 2050 Regional Transportation Plan (RTP) currently shows preliminary design and environmental study to be completed in the 2021-2025 time period and construction of these improvements to be completed in the 2026-2030 time period. The estimated total cost of the improvements in the RTP is \$61.2 million.

### **BACKGROUND**

The Keystone Avenue Bridge is a major structure over the Truckee River in Reno, Nevada and was built in 1966 as part of an urban interchange extending from Jones Street to California Avenue. The mature urban area around the bridge is mixed-use consisting of residential, commercial, parks, schools and historic properties. Keystone Avenue is classified as a minor arterial connecting the large residential neighborhoods in west Reno to Downtown Reno and Interstate 80. The bridge currently supports an average daily traffic volume of approximately 13,000 trips, utilizing four vehicle lanes. There are currently no pedestrian or bicycle facilities on the bridge. The Keystone Avenue Bridge and Booth Street Bridge are the only Truckee River crossings between McCarran Avenue and Arlington Avenue.

In 2012, an inspection gave the bridge a sufficiency rating of 28 out of 100, classifying it as structurally deficient. In 2012, NDOT also conducted a Road Safety Audit from California to Fourth Street. In 2014, the RTC did a corridor study of Keystone Avenue with extensive public outreach evaluating conditions and alternatives from California Avenue to McCarran Blvd. Both the safety audit and corridor study discuss the modal deficiencies and geometric constraints of the urban interchange and look at the bridge replacement as an opportunity to address these issues.

The corridor study also identified six alternatives to address deficiencies in the Keystone Ave./California St./Booth St. urban interchange on the south end of the bridge, some of which had significant right-of-

way impacts. The least impactful of these alternatives (Alternative F) was identified and built in 2019 as a short-term improvement to the California Street / Keystone Avenue intersection.

In 2015, TRFMA (Truckee River Flood Management Authority) identified bridges that have adverse flood impacts in the downtown area. The Keystone Bridge was not identified as a factor in flood events but any replacement will need to be evaluated for flood impacts.

The scope of work identified for this project intends to build upon the previous studies with the primary goals of successfully replacing the structurally deficient bridge and improving multi-modal connectivity in the bridge vicinity.

## **GENERAL REQUIREMENTS**

The following sections provide general guidance to the Consultant in preparing a detailed proposal for this RFP. These sections do not necessarily represent the full scope of services expected from the Consultant. The Consultant selected for this Project will be experienced in performing similar work and it is anticipated that the Consultant may identify additional tasks or propose alternative methods and techniques within its proposal to successfully complete this Project. The Consultant shall identify and provide a Project Team necessary to deliver the Project within established schedules and budgets. The work consists of providing environmental and professional engineering services to advance the Project through the National Environmental Policy Act (NEPA) process and develop a package to advertise for construction bidding. 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>

Anticipated timelines for completion of work are below:

- Feasibility Study: January 2023 – June 2024 (18 Months)
- Preliminary Design & NEPA: July 2024 – December 2025 (18 Months)
- Final Design: January 2026 – December 2026 (12 Months)
- Construction: January 2027 – December 2028 (24 Months)

### **1. PROJECT MANAGEMENT**

The Project work shall include project management by the Consultant. The Consultant shall provide a project manager responsible for the timely completion of the project and to work as a liaison with the RTC Project Manager. The Consultant Project Manager shall be the main point of contact on the Project and shall attend all Project meetings and coordinate all aspects of the Project. The Consultant shall also

name task leads for each major task or discipline. The Consultant Project Manager and task leads may not be changed without specific written authorization from the RTC Project Manager.

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 and value engineering workshop and provide continuous risk assessment and value engineering strategies. In addition, the Consultant 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, technical and stakeholder meeting materials and summaries
- Project Management Plan
- Manage critical path schedule for this scope of service
- Oversight and coordination of project committees
- Project coordination and documentation
- Risk Assessment
- Monthly progress reporting
- Quality Assurance/Quality Control
- Outreach support services

## **2. PUBLIC & AGENCY INVOLVEMENT**

The Consultant will develop a Public Outreach and Involvement Plan that outlines specific objectives, organization and roles of stakeholders, and a schedule of target activities to accomplish the objectives of the Project. The Plan shall include a proactive public involvement process for all stages of project development including all NEPA associated public hearings. The objectives of the proactive public involvement processes should include early and continuous involvement; reasonable public availability of technical and other information; collaborative input on design, mitigation needs; open public meetings; and open access to the decision-making process prior to closure.

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. Assemble and manage a Project design review committee and stakeholder working group (including but not limited to above groups) to develop and implement a landscape and aesthetics plan that is sustainable and meets the community goals defined in the Feasibility study.

Outreach efforts should consider inclusion of the various Neighborhood Advisory Boards (City of Reno)), as well as businesses and business groups. These efforts shall be coordinated with the RTC Communications Team. Public involvement and outreach activities to communicate proposed Project improvements include, but are not limited to, the following:

- Public Outreach and Involvement Plan
- Public Information Meetings
- Project Scoping Meeting
- NEPA Public Hearing
- Individual property owner meetings
- Councils and Boards
- Local and State Agencies
- Commissions

### **3. FEASIBILITY STUDY**

The Consultant shall perform a Feasibility Study and Conceptual Alternatives Analysis for the purpose of refining the project scope and determining a preferred alternative for progression to preliminary design and NEPA evaluation.

The results of the Feasibility Study will identify the ultimate project limits, area of potential effect, the bridge structure type and general aesthetic solutions for multi-modal circulation in the project vicinity (on or off the bridge), and intersection improvements at the urban interchange of Keystone Ave./California St./Booth St.

General tasks required to complete the Feasibility Study will include project coordination and visioning, conceptual alternatives development and analysis, public outreach, stakeholder involvement, data collection, evaluation of existing conditions, cost analysis, determination of right-of-way impacts, constructability review, and identification of environmental factors and required permits for project completion. The alternatives analysis may be broken into multiple stages for screening and evaluation.

Expected deliverables include:

- Summary of existing data and project opportunities and constraints
- Alternatives Analysis Memorandum
- Selected bridge and roadway concept and the associated impacts

- Constructability and cost reviews of selected concept
- Final Feasibility Report

#### **4. INVESTIGATION OF EXISTING CONDITIONS**

The Project will require investigation of existing conditions including, but not limited to:

##### **4.1 Geotechnical Investigation**

The Consultant will research existing geotechnical studies and reports, perform field exploration, and complete field and laboratory testing and engineering analyses to allow formulation of geotechnical recommendations for design and construction.

##### **4.2 Topographic Survey**

The Consultant shall perform all necessary field surveys, photogrammetric mapping, and office support to develop and analyze the alternatives and to perform design tasks. Mapping shall be detailed and extensive enough to identify drainage concerns, possible utility conflicts, design challenges, river hydraulics, and right-of-way impacts. Surveys shall be performed under direct supervision of a Nevada Registered Professional Land Surveyor.

##### **4.3 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.

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

##### **4.4 Subsurface Utilities**

The Consultant will investigate and locate subsurface utilities within the bridge alignment, roadway R/W, and areas reasonably affected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C.

Based on field and records investigation, Consultant will provide the 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. Consultant will obtain all record information and coordinate with the utility agencies to allow for a complete understanding of existing facilities and potential conflicts, planned improvements, potential relocations and new installations, and to insure utilities likely affected by the Project are accurately depicted on the Project plans. Additionally, consultant shall



evaluate potential conflicts through additional field investigation, determine conflict resolution strategies, and incorporate utility design and schedules, as necessary, into the Project plans and specifications.

#### **4.5 Existing Hydrology**

The Consultant will review hydrology of the Truckee River within the impact area of the Keystone Bridge project. Consultant will incorporate hydraulic analysis performed as part of previous studies and identify engineering solutions that meet flood capacity requirements, reduce flood hazard and facilitates Project construction. Consultant will provide hydraulic analysis necessary to secure permits and regulatory approval for Project implementation.

#### **4.6 Traffic Analysis**

The Consultant will collect new peak hour volumes and turning movements within the project area, to update/verify the volumes identified in the 2014 Keystone Avenue Corridor Study. Volume counts will include data for bicyclists and pedestrians.

The Consultant will evaluate the existing conditions and one future scenario year using outputs of the RTC's travel demand model, historical growth indicators, and known planned/approved development. Collected traffic data will be utilized to develop and evaluate alternatives in the Feasibility Study.

#### **4.7 Environmental Background**

The Consultant will collect background information to inform environmental assessment including land uses, historic resources, identification of Section 4(f) and Section 6(f) recreational resources, biological resources, mapping of jurisdictional wetlands and water boundaries, and hazardous material sites. The Consultant will identify needed environmental permits and approvals for construction.

### **5. PRELIMINARY DESIGN**

The Consultant shall be responsible for evaluating and further developing the recommended alternative identified in the Feasibility Study. Preliminary engineering tasks, activities, and deliverables are expected to include, but may not be limited to, the following:

- Development of Preliminary (30%) Plans
- Hydraulic Analysis
- Structural Design and Analysis including a Type Selection Report
- Identify right-of-way needs
- Utility conflict identification
- Prepare conceptual construction cost estimate
- Recommend construction packaging

## **6. ENVIRONMENTAL STUDIES, DOCUMENTATION, AND PERMITTING SUPPORT SERVICES**

The Consultant shall provide environmental services up to and including completion of the National Environmental Policy Act (NEPA) process. 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 to assure compliance with all regulations and permit requirements.

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

- Notice of Intent to Study, Scoping, Purpose and Need Statement, and Alternative Development
- Plan, schedule, and support all Public Information Meetings
- Develop a Draft NEPA Document to include data collection, investigation, analysis, and documentation of significant impacts and proposed mitigation measures
- Dissemination of draft document for agency and public review and comment and response preparation
- Plan, schedule, and support the Location/Public Hearing
- Develop Final NEPA Document
- Preparation of draft Final Design Report for NDOT’s submittal to FHWA.
- Data collection and field investigation
- NEPA coordination with NDOT and resource agencies
- Regulatory coordination and permitting with US Army Corps of Engineers, Nevada Division of Environmental Protection, Nevada Division of State Lands
  - Initiate Construction permit submittals to ensure overall Project schedule is maintained
  - Apply for and obtain regulatory permits required for Construction of the Project

## **7. 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, 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.
- Quality Assurance (QA) Review. The Consultant will perform an independent design check of the bridge plans in conformance with NDOT bridge design procedures. The Consultant shall be responsible for incorporating any changes or corrections generated from the independent QA review into the design documents. The quality and accuracy of the plans shall remain the responsibility of the Consultant. The Consultant shall make all necessary revisions and corrections resulting from errors and omissions on the part of the Consultant without additional compensation. Acceptance of the work product by RTC shall not relieve the Consultant of the responsibility for subsequent correction of any such errors and the clarification of ambiguities. The Consultant shall be held responsible for additional costs in subsequent related construction resulting from errors and omissions, which are the result of carelessness or negligence.
- 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

## **8. DESIGN SUPPORT DURING CONSTRUCTION**

As the Engineer of Record, the Consultant shall provide design support services as necessary for construction of the Project. Design support services during construction include, but are not limited to the following:

- Construction Engineering Support
- Construction Geotechnical Support
- Prepare Record Drawings

## **9. GRANT SUPPORT**

The Regional Transportation Commission intends to pursue federal grants to fund the project improvements. The Consultant will provide support in identifying grant opportunities and the development of grant application documents for the Project.



**Attachment B  
EVALUATION/SCORING SHEET**

Project Name Keystone Bridge 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)	Consensus Meeting FINAL Points Awarded	Descriptions of Strengths/Weaknesses and Explanations of Revised Scores (if any)
<b>Factor 1: Project Understanding and Approach</b> A) Describe your firm's understanding of the project goals and challenges. B) Describe your team's approaches to identify preferred project alternatives, complete the NEPA process, obtain permits timely, and advance design. C) Provide a plan regarding interaction with various agencies during NEPA design. D) Describe your public outreach and engagement approach.	35%	100					<i>Strength(s):</i>  <i>Weakness(es):</i>  <i>Explanation of Revised Score(s) (if any):</i>
<b>Factor 1 Weighted Points Calculation(s)</b>	%		0.0	0.0	0.0	0.0	
<b>Factor 2: Project Management</b> A) Provide a schedule with a narrative describing how you will meet the major milestones within RFP. B) Identify and describe specific methods used to complete the Project requirements identified in the Scope of Services. Consider staffing strategies and opportunities that could result in cost effective management and implementation of proposed services. C) Describe PM's special skills that will benefit the Project.	30%	100					<i>Strength(s):</i>  <i>Weakness(es):</i>  <i>Explanation of Revised Score(s) (if any):</i>
<b>Factor 2 Weighted Points Calculation(s)</b>			0.0	0.0	0.0	0.0	
<b>Factor 3: Project Team</b> A) Provide an organizational chart of the Project Team, including task leads and subconsultant(s), and the responsibilities of the team members; B) Provide a summary of the project team members' experience working together on projects of similar scope. Describe proposed team's experience with similar projects ; C) List up to 6 key staff with their years of experience, length of employment with their current firm, training, education, licenses, capabilities, and strengths related to their role on this project. For each key person identified, list 2-3 comparable projects in which he/she has played a key role. For projects other than those listed under Past Performance, provide the project owner and an owner reference. D) Identify availability of key staff who will successfully complete the project within the timeframes outlined in the Scope of Services.	20%	100					<i>Strength(s):</i>  <i>Weakness(es):</i>  <i>Explanation of Revised Score(s) (if any):</i>
<b>Factor 3 Weighted Points Calculation(s)</b>			0.0	0.0	0.0	0.0	
<b>Factor 4: Past Performance</b> Briefly describe up to 5 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 (identify if service was performed as prime consultant or subconsultant); C) List the Project Team members that worked on each Past Performance project and their role on the project (provide name of firm that key staff worked at during Past Performance as applicable); 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 cost for services and a brief description of any amendments; F) Describe the notable successes with the service .	15%	100					<i>Strength(s):</i>  <i>Weakness(es):</i>  <i>Explanation of Revised Score(s) (if any):</i>
<b>Factor 4 Weighted Points Calculation(s)</b>			0.0	0.0	0.0	0.0	
<b>TOTAL:</b>	<b>100%</b>		<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	

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:** 9/16/2022

From: Mark Maloney, Director of Public Transportation and Operations

**RECOMMENDED ACTION**

Approve a contract with New Flyer for the purchase of two (2) hydrogen fuel cell buses utilizing the State of Washington’s Cooperative Purchasing Agreement for Transit Buses Master Contract No. 06719, in an amount not-to-exceed \$2,449,601.

**BACKGROUND AND DISCUSSION**

In FY2021, the RTC budgeted for the purchase of twenty (20) hybrid electric buses for replacing existing diesel vehicles in the fixed-route service utilizing the Common Wealth of Virginia’s state contract. Twelve (12) buses were delivered in early FY 2022 and six (6) of the remaining eight (8) buses were delivered earlier this month. The RTC has been purchasing fully electric buses and has a sustainability goal to be 100% zero emission by 2035 and remains on track to achieve this goal. As a result of being award the FY2021 Low or No Emission Bus Program (5339(c)) grant, for the Hydrogen Fuel Cell Electric Bus and Infrastructure Deployment project, two (2) of the twenty (20) hybrid electric buses rescheduled for replacement are being built for this project. These two (2) buses however were not available under the Common Wealth of Virginia’s state contract at the time these buses were ordered.

By utilizing the State of Washington contract, the RTC will be able to capture the lower prices offered for this particular type of vehicle bus purchase.

**FISCAL IMPACT**

Funding for these two buses is made possible through the FY 2021 Low or No Emission Bus Program (5339(c)) grant.

**PREVIOUS BOARD ACTION**

3/18/2022 12:00:00 AM

Approved a contract with Krueger Transport, LLC, to provide a consultant study for the Hydrogen Fuel Cell Electric Bus and Infrastructure Deployment project in an amount not-to-exceed \$180,000.

**HYDROGEN FUEL CELL-ELECTRIC VEHICLE PURCHASE AGREEMENT**

**Between**

**Regional Transportation Commission of Washoe County**

**and**

**New Flyer of America Inc.**

\_\_\_\_\_, 2022

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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 \_\_\_\_\_, 2022 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 State of Washington, Department of Enterprise Services through the Washington State Transit Bus Cooperative, as is expressly permitted by Section 3019 of the Fixing America's Surface Transportation Act.

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## 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 two (2) 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 40' Heavy Duty Low-Floor Hydrogen Fuel Cell-Electric Buses (Model XHE40) .

(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 two (2) 40' 40' Heavy Duty Low-Floor Hydrogen Fuel Cell-Electric Buses (Model XHE40) 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, two (2) Vehicles, Materials, services and support as specified in this Agreement, for the total Contract Price of

\$2,449,600.08 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.

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## **ARTICLE II -- GENERAL CONDITIONS**

### **SEC. 201 SCOPE OF WORK**

(a) General Scope -- The Contractor shall design, test, produce, manufacture, deliver, and provide warranties for two (2) 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 TBD [INSERT DELIVERY DATE ONCE KNOWN];, 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:

<b>Milestone</b>	<b>Date</b>
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 TBD
Delivery of Vehicle 2	By TBD

(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 10<sup>th</sup> 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.

## **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](mailto: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](mailto: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.

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## **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 \$2,449,600.08 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	two (2)	\$1,224,800.04	\$2,449,600.08
<b>CONTRACT PRICE</b>			<b>\$2,449,600.08</b>

(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 Vehicle Unit Price will be paid upon delivery of each Vehicle; and (2) a final payment of the remaining fifty percent (50%) of the Vehicle Unit Price will be paid upon Acceptance of each Vehicle. 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](mailto: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**

IN WITNESS WHEREOF, the RTC and the Contractor have executed this Agreement on \_\_\_\_\_, 2022.

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

**APPENDIX A**  
**TECHNICAL SPECIFICATIONS FOR VEHICLES**



**APPENDIX B**  
**CRITICAL PATH SCHEDULE**

## **APPENDIX C**

### **TESTING PROCEDURES AND PROTOCOLS, INCLUDING ACCEPTANCE TESTING**

**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.

## 23. 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 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 \_\_\_\_\_

**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:

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Name and Title of Contractor's Authorized Official:

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Date: 

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## 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

**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:

\_\_\_\_\_  
Signature of Contractor's Authorized Official

Date: \_\_\_\_\_

\_\_\_\_\_  
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 [accounts payable@rtcwashoe.com](mailto:accounts payable@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:** 9/16/2022

From: Adam Spear , General Counsel

### **RECOMMENDED ACTION**

Adopt the Local Government Records Management Program Manual (2018) from Nevada State Library, Archives and Public Records, and any future manual updates, as RTC's program for the management of records.

### **BACKGROUND AND DISCUSSION**

Records are a significant government asset. They contain valuable information used to support decision-making, sustain communications, control the delivery of services, substantiate citizen entitlement, and ensure accountability. All employees of a local government have a responsibility to manage records. This record-keeping responsibility is especially important for the government leaders who make the decisions that establish public policy and guide program direction.

NRS 239.125(1) states: "A local governmental entity may establish a program for the management of records, including the adoption of schedules for the retention of records and procedures for microfilming, which must be approved by the governing body and comply with the applicable provisions of this chapter and any regulations adopted pursuant thereto." Local governments can adopt the Local Government Records Management Program Manual (2018) from Nevada State Library, Archives and Public Records (NSLAPR) as their program for the management of records.

NSLAPR is a Division of the Department of Administration and exists to meet the information and research needs of state government; to coordinate and supplement a state network of library resources for Nevada; and to preserve, maintain and coordinate state and local government records and archives. The manual provides instructions and guidelines for public records management based on the provisions of NRS Chapter 239, NRS Chapter 378, and NAC Chapter 239. The manual contains schedules for the minimum length of time governmental officials must keep records for administrative, legal, fiscal, or historical purposes.

If the Board approves this item, staff will use the manual and any future updates as RTC's program for the management of records.

### **FISCAL IMPACT**

Funding for this item is included in the approved FY 2023 budget, and there is no additional cost in connection with this agenda item.

### **PREVIOUS BOARD ACTION**

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

Nevada State Library, Archives and Public Records

# Local Government Records Management Program Manual

Revised

State Records Program



2018



# Nevada State

Library, Archives & Public Records

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## Introduction

The Nevada State Library, Archives and Public Records (NSLAPR) is pleased to present the Records Management Program Manual for use by all local governments in the State of Nevada. This manual provides instructions and guidelines for public records management based on the provisions of NRS Chapter 239, NRS Chapter 378, and NAC Chapter 239. This narrative section of this manual serves as a guide to the laws and regulations for recordkeeping in Nevada. The 2018 manual supersedes all previous versions.

The State Library, Archives and Public Records is a division of the Department of Administration. The Division's Local Governmental Records program is under the authority of NRS 239.125.

### **NRS 239.125 Local governmental records: Program for management; regulations of State Library, Archives and Public Records Administrator.**

1. A local governmental entity may establish a program for the management of records, including the adoption of schedules for the retention of records and procedures for microfilming, which must be approved by the governing body and comply with the applicable provisions of this chapter and any regulations adopted pursuant thereto.
2. The State Library, Archives and Public Records Administrator shall adopt regulations to carry out a program to establish and approve minimum periods of retention for records of local governments. The proposed regulations or any amendment thereto must be submitted to the Committee on Local Government Finance, established pursuant to [NRS 354.105](#), for its advice and recommendations.

## Nevada State Library, Archives and Public Records

The Nevada State Library, Archives and Public Records (NSLAPR) is a Division of the Department of Administration. The NSLAPR exists to meet the information and research needs of State government; to coordinate and supplement a State network of library resources for Nevada; and to preserve, maintain and coordinate State and local government records and archives. Archives and Records works with the State Historical Records Advisory Board and the State Records Committee to ensure proper maintenance of and access to Nevada government records.

Web site: <https://nsla.libguides.com/home>

## State Records Services

The Records Management program provides expertise and assistance to local governments on managing records and information in the most effective, cost efficient, and legally compliant manner. If sufficient funds are available, State Records program staff can provide on-site classes on records management.

Web site: <https://nsla.libguides.com/state-records/state-records-landing-page>

Local Government Web site: <https://nsla.libguides.com/local-governments/home>

### **Nevada State Library, Archive and Public Records**

#### **State Records Program**

Hours: 8:00-12:00 and 1:00-5:00

100 N. Stewart Street Carson City, NV 89701 7

755-684-3411 / Fax 775-684-3425

800-922-2880 (in-state)

records@admin.nv.gov

## State Archives

The State Archives program preserves the records that document the history of Nevada State government dating back to 1851. It has custody over the historical records of the territory and state as defined in state statute.

As part of this collaborative project original hand created documents, dating from 1851 to 1931, have been scanned and are available in the Historical Nevada Collections. More recent publications produced by state and local government agencies covering a range of topics such as agriculture, healthcare, wildlife, and law are featured in the Historical State Publications Collections. <http://www.nsladigitalcollections.org/>

If sufficient funds are available, the Archives' team, responds to collections-related requests from local governments such as:

- Examine records for archival/historical purposes
- Teach conservation treatment for the long-term stability of records; and
- Essential records recovery training.

Website: <https://nsla.libguides.com/archives/home>

## Imaging and Preservation Services

The Imaging and Preservation Services program provides microfilming and imaging production services, including source-document digital scanning and microfilming, output of digital information to microfilm, scanning of microfilm images to digital, information redaction services, and microfilm processing and duplication. For additional information call the Micrographics and Imaging program at 775-684-3319.

Web site: <https://nsla.libguides.com/imaging-preservation/home>

## Library Services

All of the reference materials listed in this publication are in the State Library and are available for loan. The Library directly loans materials to visitors who are Nevada citizens with a valid Nevada library card. The Library provides distance loans of materials from its collections when requested by another library that subscribes to the Interlibrary Loan Code. In addition, the Library provides in-depth reference and research services to Nevada State government personnel, local governments, and Nevada citizens.

- **Reference and Research Services:** A staff of professional librarians provides reference and research services by utilizing its collections, databases, and other information sources to supply requested information NRS 378.080(d). For additional information call the Library Reference desk at 775-684-3360 or you may complete their Ask-a-Librarian form on their web page, <https://nsla.libguides.com/for-public/home>
- **State Publications Distribution Center:** The Library provides a State Publications Distribution Center to acquire, index and distribute State, city and county publications. Every local government shall, upon release, deposit with the State Publications Distribution Center at least six copies of each of its publications. If the publication is in an electronic format or medium, the state agency or local government shall notify the State Publications Distribution Center of such release and provide the Center with access to the Publication. Web site: <http://nsla.libguides.com/government-publications/>
- **Nevada State Data Center:** The Library, through contract with the U.S. Bureau of Census, is the State Data Center for Census information. The Library and State Data Center affiliates receive and disseminate census information to State government agencies, local governments and citizens.

Web site: <https://nsla.libguides.com/nevada-state-data-center/home>

## Records Management Program Manual

Records are a significant government asset. They contain valuable information used to support decision-making, sustain communications, control the delivery of services, substantiate citizen entitlement, and ensure accountability. All employees of a local government have a responsibility to manage records. This recordkeeping responsibility is especially important for the government leaders who make the decisions that establish public policy and guide program direction. This manual can meet these recordkeeping obligations.

The manual contains the schedule for records most commonly found in Nevada local governments. This schedule lists collections of records, known as records series or Local Government Disposition Authorizations (LRDAs). The schedule indicates the minimum length of time governmental officials must keep for administrative, legal, fiscal, or historical purposes.

In developing this schedule, no attempt was made to identify all of the records in any one city or county nor to list all records that could possibly exist in all entities. Rather, functional categories common to the majority of entities were identified. The minimum retention periods take into account requirements of the Nevada Revised Statutes (NRS), the Nevada Administrative Code (NAC), and federal law. In cases where no law exists concerning appropriate retention periods, state and local officials who work with the records were consulted.

Not every record series listed in this schedule will be created, received or maintained by an entity. Because a record series is identified does not mean the record series, or all of the records described within a records series, must be created or reside within an office.

This manual meets the obligations established in NAC 239.161.

### **[NAC 239.161](#) Dissemination of schedules for retention of records; minimum period for retention of original record.**

1. The State Library, Archives and Public Records Administrator will:
  - (a) Publish the schedules for the retention of records established pursuant to [NRS 239.125](#) in the *Local Government Records Management Program Manual*; and
  - (b) Provide a current copy of the *Manual* to each local governmental entity.
2. The periods established in the *Local Government Records Management Program Manual* indicate the minimum length of time that a record of a local governmental entity must be retained in legal custody by the custodian of the record, regardless of its physical location.

## Retention and Disposition of Records

The Records Retention Schedule is the core document of a records management program. This schedule details the life cycle of a record. It identifies the record series and prescribes how long series must be maintained, as well as their ultimate disposition of either destruction or preservation. Retention schedules must be approved by the Administrator of the State Library, Archives and Public Records. A general records schedule has been approved and is included as a part of this manual.

### Local Approval of Manual

This Manual should be adopted under the legal mechanism the local governmental entity has established for adopting ordinances or rules. Once legally adopted, the record retention schedule governs disposition of the record series and adherence to the schedule is necessary for legal accountability. Any local government who adopts this Manual may regularly dispose of any of its records that appear on this schedule without seeking further approval from the State Library, Archives and Public Records.



## Unique Records Series

It should be noted that because some local governments are very large and perform unique functions from other local governments, it is impractical to include all of the unique series in this schedule. In such case, the unique records must be appraised for the appropriate retention period and submitted to the Administrator of the State Library, Archives and Public Records for approval. These new schedules may also be considered for inclusion in future Manual updates.

The State Records Program reviews schedules for appropriateness of retention periods, and clarity of terms used. The schedule is also reviewed for material worthy of preservation for historical or research purposes. Titles, descriptions, and treatment of records listed on a schedule must be written in an uncomplicated style that can be understood by persons unfamiliar with the business process of the submitting local governmental entity.

It must be noted that additional approval from State Records is not needed if the local governmental entity simply adopts the records series (LRDAs) set forth in this manual. Local Governments are not required to submit non-substantive changes that do not affect the retention period or disposition of a record. Examples of non-substantive additions are customizing the narrative, adding office of record, or adding media format.

## Manual Updates

Because the laws pertaining to the retention and disposal of records change, this Manual will require periodic updating in order to continue to be effective. The State Records program welcomes all comments and suggestions concerned with improvement of record retention schedules through modifications and additions.

### **NAC 239.155 Disposal of record restricted; procedures for proposal and adoption of schedules for retention of records.**

1. A local governmental entity shall not dispose of any record except in accordance with:
  - (a) A schedule for the retention of the record approved by the State Library, Archives and Public Records Administrator; or
  - (b) The schedule for the retention of the record set forth in the Local Government Records Management Program Manual published by the State Library, Archives and Public Records Administrator pursuant to NAC 239.161.
2. Except as otherwise provided in subsection 5, before adopting a schedule for the retention of records, a local governmental entity shall submit the proposed schedule to the State Library, Archives and Public Records Administrator for review and approval.
3. The proposed schedule must include:
  - (a) The title of each record series;
  - (b) A brief description of the contents and purpose of each record series;
  - (c) The proposed minimum period of retention for each record series; and
  - (d) The proposed method of disposition.
4. After review, the State Library, Archives and Public Records Administrator will return the proposed schedule to the local governmental entity with a signed and dated cover sheet.
5. A local governmental entity may adopt a schedule for the retention of a record without the approval of the State Library, Archives and Public Records Administrator if the local governmental entity adopts the schedule for the retention for the record that is set forth in the *Local Government Records Management Program Manual* published by the State Library, Archives and Public Records Administrator pursuant to [NAC 239.161](#).
6. The local governmental entity shall adopt a schedule by ordinance or regulation.

## Exceptions and Limitations

The schedule establishes only a *minimum* period of retention. Local government offices may retain any of their records beyond the retention periods set by the schedule as they deem necessary. Before retaining a record longer than the minimum time required, however, the office should be certain that it has good reason to do so.

Unnecessary retention of obsolete records can be expensive in space and filing equipment and may expose the office to costly public records access and potential discovery requirements.

This schedule does not authorize destruction of records that could be deemed relevant to current or pending litigation, audits or public records requests. All records deemed relevant are to be placed on a Legal Hold and destruction is to be suspended until after the matter has been wholly or partially resolved and legal counsel releases the Legal Hold and issues instruction to return to routine records destruction.

These schedules generally reflect audit requirements in its prescribed retention periods, but audits are frequently not completed in a timely fashion. Note, any record required for an audit must be retained until completion of that audit, regardless of its stated retention period in this Manual.

## Retention Schedule Descriptions

The schedule is divided into a functional list. Each functional list is assigned a Section number.

- The records series are listed in the section in alphabetical order by series name.
- Each record series is assigned an LRDA number which is a unique item number that identifies the series. The item numbers are not necessarily sequential, since record series can be added and deleted over time.
- Record Series Descriptions give more information about the content of the record series and may include examples of the types of documents typically found within the records series.
- Minimum Retention Period give the total time the records are to be retained, regardless of their location.
- Legal Citations identify the laws or regulations upon which the retention periods or disposition requirements are based.
- The Legal Notes column identifies if the record is confidential and should be destroyed securely. This destruction is to be in compliance with [NAC 239.165](#).
- The Notes column is a field for additional notes on the records series that may be helpful to the local government.

### EXAMPLE

City Clerk [Functional Section]				
Agreements [Record Series Title]				LRDA Number 2007255
Description	Minimum Retention Period	Legal Citations	Legal Note	Note
This record series documents the negotiation execution, completion, and termination of legal agreement between a local government and other parties.	Six (6) years after termination or expiration of agreements	NRS 11.190 (1)(b), NRS 266.480	None	None

## Event-based Records Retention Rules

Event dates are included in retention period statement. An event “triggers” the clock to start toward a defensible disposition. Sometimes these retention periods are dictated by law or regulation; sometimes they are established because of business requirements. Typical events associated with records retention include, but are not limited to, termination of employment, expiration of contract, settlement of legal matter and completion of tax audit, payment-in-full, and closure are common events. Some events relate to the records themselves - such as supersession or obsolescence.

The local entity should review the current triggering events in its retention schedule and to see if they are clear or if updates should be made. Communicate your issues with State Records who can then spearhead this activity so that the change will work with other stakeholders.

#### **Examples of an event date Retention Statement**

"3 years after *expiration of the warranty*"

"1 year after *the tap is disconnected.*"

## What is a Record?

This manual sets the retention periods for the business records of a local governmental entity that meets the definition of record as defined in [NAC 239.101](#):

#### **NAC 239.101 "Record of a local governmental entity" and "record" defined.**

"Record of a local governmental entity" or "record" means information that is created or received pursuant to a law or ordinance, or in connection with the transaction of the official business of any office or department of a local governmental entity, including, without limitation, all documents, papers, letters, bound ledger volumes, maps, charts, blueprints, drawings, photographs, films, newspapers received pursuant to [NRS 247.070](#), recorded media, financial statements, statistical tabulations and other documentary materials or information, regardless of physical form or characteristic.

This definition includes public accessible records and confidential records. Materials that meet the definition of Nonrecords ([NRS 239.051](#)) are not included in a retention schedule.

#### **NAC 239.051 "Nonrecord materials" defined.**

"Nonrecord materials" means published materials printed by a governmental printer, worksheets, unused blank forms except ballots, brochures, newsletters, magazines, catalogs, price lists, drafts, convenience copies, ad hoc reports, reference materials not relating to a specific project and any other documentation that does not serve as the record of an official action of a local governmental entity.

## Can Records be Destroyed?

State law and regulation require the use of retention schedules when disposing of records. Without a schedule in place, there is no legal authority to dispose of records.

Confidential records must be destroyed in a manner that ensures the records cannot be retrieved or reconstructed ([NRS 239.165](#)). Nonconfidential records can be destroyed in any manner as approved by the local governmental entity.

#### **NAC 239.165 Destruction of confidential records.**

To protect the confidentiality of the records of a local governmental entity that are declared by law to be confidential, such records must be destroyed in accordance with the applicable schedule for the retention of the record and:

1. In the manner required by the laws, regulations, established standards, policies and procedures of the State or Federal Government; or
2. If no laws, regulations, established standards, policies or procedures are applicable, in a manner that ensures the information contained in the record cannot be retrieved or reconstructed.

Unauthorized destruction of, or tampering with, official records can have serious consequences; a public officer or employee guilty of destroying public records. The NRS established a Class C penalty ([NRS 239.300](#)) if a person willfully and knowingly destroys a record prematurely from the period defined within the approved Records Retention Schedule.

**NRS 239.300 Stealing, altering or defacing records, documents or instruments.**

A person who:

4. Steals, alters, defaces or falsifies any minute, document, book or any proceedings of or belonging to any public office within this state,

↳ is guilty of a category C felony and shall be punished as provided in [NRS 193.130](#).

## Nevada Revised Statutes (NRS)

### Disposal of Obsolete Records

**NRS 239.121 Local governmental records: Definitions.** As used in NRS 239.121 to 239.125, inclusive:

1. "Custodian of records" means any person authorized to have the care, custody and control of any documents, instruments, papers, books, pamphlets or any other records or writings of a local governmental entity.
2. "Governing body" means the governing body of a local governmental entity.
3. "Local governmental entity" means a county, an incorporated city, an unincorporated town, a township, a school district or any other public district or agency designed to perform local governmental functions.
4. "Old records" means documents, instruments, papers, books, pamphlets or any other records or writings of a local governmental entity which are retained for any purpose by the local governmental entity beyond the minimum period for retention established by the Division or for 5 years or more, whichever is earlier.

**NRS 239.123 Local governmental records: Submission to Division; accounting; return or reclamation.**

1. As an alternative to the destruction of old records, the records, with the consent of the governing body and the State Library, Archives and Public Records Administrator, may be submitted to the Division.
2. The custodian of records shall maintain an accounting of all old records disposed of pursuant to subsection 1, indicating the nature or identity of the records as well as the date of submission to the Division.
3. The Division may return the records so submitted, or any part thereof, if they have no historical or permanent value.
4. Records so submitted may be reclaimed, in whole or in part, by the local government if:
  - (a) The Division did not acquire title to them in an agreement between the State Library, Archives and Public Records Administrator and the local government; and
  - (b) The local government serves written notice upon the Division of its intention to reclaim the records and pays the cost of transportation for the return.

**NRS 239.124 Local governmental records: Exclusive procedures for destruction.** The procedures set forth in [NRS 239.051](#), [239.110](#) and [239.123](#), and any procedure specifically authorized by the special charter of an incorporated city, constitute the procedures for disposition by a local governmental entity of any old records which have been retained by the entity for any purpose. The disposition thereof must not occur except in compliance with one of those procedures.

**NRS 239.125 Local governmental records: Program for management; regulations of State Library, Archives and Public Records Administrator.**

1. A local governmental entity may establish a program for the management of records, including the adoption of schedules for the retention of records and procedures for microfilming, which must be approved by the governing body and comply with the applicable provisions of this chapter and any regulations adopted pursuant thereto.
2. The State Library, Archives and Public Records Administrator shall adopt regulations to carry out a program to establish and approve minimum periods of retention for records of local governments. The proposed regulations or any amendment thereto must be submitted to the Committee on Local Government Finance, established pursuant to [NRS 354.105](#), for its advice and recommendations.

## NEVADA ADMINISTRATIVE CODE (NAC)

### Records of Local Governmental Entities

**NAC 239.011 Definitions.** As used in [NAC 239.011](#) to [239.165](#), inclusive, unless the context otherwise requires, the words and terms defined in [NAC 239.019](#) to [239.106](#), inclusive, have the meanings ascribed to them in those sections.

**NAC 239.019 “Convenience copy” defined.** “Convenience copy” means a duplicate record.

**NAC 239.022 “Division” defined.** “Division” means the Division of State Library, Archives and Public Records of the Department of Administration.

**NAC 239.041 “Legal custody” defined** “Legal custody” means all rights and responsibilities of access to and maintenance of a record which are vested in an office or department of a local governmental entity and with the official or head of the department charged with the care, custody and control of that record.

**NAC 239.045 “Local governmental entity” defined.** “Local governmental entity” has the meaning ascribed to it in [NRS 239.121](#).

**NAC 239.051 “Nonrecord materials” defined.** “Nonrecord materials” means published materials printed by a governmental printer, worksheets, unused blank forms except ballots, brochures, newsletters, magazines, catalogs, price lists, drafts, convenience copies, ad hoc reports, reference materials not relating to a specific project and any other documentation that does not serve as the record of an official action of a local governmental entity.

**NAC 239.061 “Office or department” defined.** “Office or department” means an office, department, board, commission, committee, agency or any other subdivision of a local governmental entity where records are made, received or kept.

**NAC 239.101 “Record of a local governmental entity” and “record” defined.** “Record of a local governmental entity” or “record” means information that is created or received pursuant to a law or ordinance, or in connection with the transaction of the official business of any office or department of a local governmental entity, including, without limitation, all documents, papers, letters, bound ledger volumes, maps, charts, blueprints, drawings, photographs, films, newspapers received pursuant to [NRS 247.070](#), recorded media, financial statements, statistical tabulations and other documentary materials or information, regardless of physical form or characteristic.

**NAC 239.103 “Record series” defined.** “Record series” means records that are kept or filed in a unified or sequential arrangement, having similar characteristics or relating to a similar function or activity.

**NAC 239.106 “Records management” defined.** “Records management” means the systematic control and management of a record throughout the life cycle of the record, including, without limitation, the creation, use, maintenance, retention and ultimate disposition of the record.

**NAC 239.131 Destruction of nonrecord materials.** Nonrecord materials may, if not otherwise prohibited by law, be destroyed at any time by an official or the head of a department without being scheduled for destruction by the State Library, Archives and Public Records Administrator.

**NAC 239.145 Records management program: Documentation and standards required.** If a local governmental entity establishes a records management program pursuant to [NRS 239.125](#), the program must:

1. Document its organization, functions, policies, decisions, procedures and essential transactions; and
2. Include the standards established in the *Local Government Records Management Program Manual* published by the State Library, Archives and Public Records Administrator pursuant to [NAC 239.161](#).

**NAC 239.155 Disposal of record restricted; procedures for proposal and adoption of schedules for retention of records.**

1. A local governmental entity shall not dispose of any record except in accordance with:
  - (a) A schedule for the retention of the record approved by the State Library, Archives and Public Records Administrator; or
  - (b) The schedule for the retention of the record set forth in the *Local Government Records Management Program Manual* published by the State Library, Archives and Public Records Administrator pursuant to [NAC 239.161](#).

2. Except as otherwise provided in subsection 5, before adopting a schedule for the retention of records, a local governmental entity shall submit the proposed schedule to the State Library, Archives and Public Records Administrator for review and approval.

3. The proposed schedule must include:

- (a) The title of each record series;
- (b) A brief description of the contents and purpose of each record series;
- (c) The proposed minimum period of retention for each record series; and
- (d) The proposed method of disposition.

4. After review, the State Library, Archives and Public Records Administrator will return the proposed schedule to the local governmental entity with a signed and dated cover sheet.

5. A local governmental entity may adopt a schedule for the retention of a record without the approval of the State Library, Archives and Public Records Administrator if the local governmental entity adopts the schedule for the retention for the record that is set forth in the *Local Government Records Management Program Manual* published by the State Library, Archives and Public Records Administrator pursuant to [NAC 239.161](#).

6. The local governmental entity shall adopt a schedule by ordinance or regulation.

**NAC 239.161 Dissemination of schedules for retention of records; minimum period for retention of original record.**

1. The State Library, Archives and Public Records Administrator will:

- (a) Publish the schedules for the retention of records established pursuant to [NRS 239.125](#) in the *Local Government Records Management Program Manual*; and
- (b) Provide a current copy of the *Manual* to each local governmental entity.

2. The periods established in the *Local Government Records Management Program Manual* indicate the minimum length of time that a record of a local governmental entity must be retained in legal custody by the custodian of the record, regardless of its physical location.

**NAC 239.165 Destruction of confidential records.** To protect the confidentiality of the records of a local governmental entity that are declared by law to be confidential, such records must be destroyed in accordance with the applicable schedule for the retention of the record and:

1. In the manner required by the laws, regulations, established standards, policies and procedures of the State or Federal Government; or
2. If no laws, regulations, established standards, policies or procedures are applicable, in a manner that ensures the information contained in the record cannot be retrieved or reconstructed.

## Minutes of Public Bodies

**NAC 239.850 Transfer for archival preservation and public access; maintenance in Nevada; legal custody; return from archival repository.**

1. For the purposes of subsection 2 of [NRS 241.035](#), the minutes of a public body, including agendas, exhibits and other related records, may be transferred for archival preservation and continued public access to:

- (a) For a state agency, the State Archives.
- (b) For the Nevada System of Higher Education, an archival program or special collections of the Nevada System of Higher Education.
- (c) For a local governmental entity, an archival repository that:
  - (1) Has been approved by the governing body that created the minutes or its successor; and
  - (2) Is located in this State.

2. Except for the purposes of display or special exhibits, minutes created in accordance with [NRS 241.035](#) must remain in this State.

3. An archival repository that accepts minutes from a public body pursuant to subsection 1 receives legal custody of the minutes.

4. If an archival repository has accepted minutes from a public body pursuant to subsection 1 and finds itself no longer able to retain those minutes, the archival repository shall return the minutes to the public body from which the minutes originated or to the successor of that public body. If the public body or its successor ceases to exist, the records must be transferred to an archival repository pursuant to the provisions of subsection 1.

5. As used in this section:

- (a) "Archival repository" means a facility, professional staff and written program established to select, preserve and provide access to records containing research or archival value.
- (b) "Local governmental entity" has the meaning ascribed to it in [NRS 239.121](#).
- (c) "State agency" has the meaning ascribed to it in [NAC 239.690](#).

## Records Management

**NAC 239.900 Definitions.** As used in [NAC 239.900](#) to [239.945](#), inclusive, unless the context otherwise requires, the words and terms defined in [NAC 239.902](#) to [239.930](#), inclusive, have the meanings ascribed to them in those sections.

**NAC 239.906 "Electronic record" defined.** "Electronic record" means a record of a governmental entity that is stored by the governmental entity in an electronic format, such that a computer or machine is required to access or process the record.

**NAC 239.908 "Governmental entity" defined** "Governmental entity" means:

1. A local governmental entity;
2. A state agency; or
3. The Board of Regents of the University of Nevada.

**NAC 239.910 "Historical value" defined.** "Historical value" has the meaning ascribed to it in [NAC 239.597](#).

**NAC 239.912 "Local governmental entity" defined.** "Local governmental entity" has the meaning ascribed to it in [NRS 239.121](#).

**NAC 239.914 "Migration" defined.** "Migration" means the transfer of an electronic record from one hardware, software or database structure to another or from one generation of computer technology to another for the purpose of assuring the preservation, usability and integrity of the record.

**NAC 239.918 "Record" defined.** "Record" includes, without limitation, a record of a local governmental entity and an official state record.

**NAC 239.920 "Record of a local governmental entity" defined.** "Record of a local governmental entity" has the meaning ascribed to it in [NAC 239.101](#).

**NAC 239.922 "Records management" defined.** "Records management" means the systematic control and management of a record throughout the life cycle of the record, including, without limitation, the creation, use, maintenance, retention and ultimate disposition of the record.

**NAC 239.924 "Records officer" defined.** "Records officer" means:

1. In the case of a state agency, the person designated pursuant to [NAC 239.700](#) by the head of the state agency; or
2. In the case of the Board of Regents of the University of Nevada or a local governmental entity, a person, if any, designated to manage the records of the Board or the local governmental entity.

**NAC 239.926 "Schedule" defined.** "Schedule" means, as applicable:

1. A schedule for the retention of records approved by the State Library, Archives and Public Records Administrator pursuant to [NAC 239.155](#); or
2. A schedule for the retention and disposition of official state records developed by a state agency and approved by the Committee pursuant to [NRS 239.080](#).

**NAC 239.935 Sealed records.**

1. If a governmental entity is required by law or a court of competent jurisdiction to seal a record which is in its legal custody, the governmental entity must make the record accessible only to authorized personnel of the governmental entity, a person possessing a court order authorizing the person to access the record or any other person authorized by law to access the record.

2. A governmental entity shall:

- (a) Place a sealed record in a place which is not accessible to the general public, such as a filing cabinet or drawer which can be locked; or

- (b) Send a sealed record to:

- (1) The records center; or

- (2) A space or facility that meets the requirements set forth in [NAC 239.742](#).

3. If a sealed record is an electronic record, the governmental entity must:

- (a) Transfer the sealed record to:

- (1) A directory in which the sealed record is protected from unauthorized access;

- (2) An off-line media format, including, without limitation, a compact disc or tape; or
- (3) A computer system in which the sealed record is protected from unauthorized access; and
- (b) Indicate on the sealed record that it has been sealed and may be accessed only by authorized personnel.
- 4. Unless prohibited by law or a court order, a governmental entity may place an image of a sealed record on microfilm or convert the sealed record to an electronic record so that the physical version of the sealed record may be destroyed.
- 5. A governmental entity shall make a notation in its records management program that a record has been sealed. The notation must include, without limitation, the name of the record, the date on which it was sealed and a cite of the legal authority for sealing the record. The governmental entity shall place with the sealed record a copy of the court order, statutory authority or other legal authority pursuant to which the record is sealed.
- 6. A sealed record is not accessible to the public for inspection. When responding to any inquiry regarding a sealed record, a governmental entity may disclose the existence of the sealed record only if authorized to do so by law or a court of competent jurisdiction.
- 7. If a record is sealed, authorized personnel of the governmental entity may review the record for administrative purposes only.
- 8. The governmental entity shall keep an access log for each sealed record. All inspections of a sealed record must be recorded in the access log, which must specify the name of the person who inspects the sealed record, the date of the inspection, the purpose of the inspection and the specific law or court order authorizing the inspection of the sealed record.
- 9. A sealed record may be disposed of only as authorized by the schedule of the governmental entity.

**NAC 239.940 Transfer of electronic records of historical value.**

- 1. If the Committee requires a state agency to transfer an electronic record of historical value to the State Archives, the state agency must transfer the electronic record to the State Archives in accordance with procedures established by the State Library, Archives and Public Records Administrator.
- 2. A local governmental entity may transfer an electronic record of historical value to an archival repository that:
  - (a) Has been approved by the governing body of the local governmental entity; and
  - (b) Is located in this State.
- 3. As used in this section, “archival repository” has the meaning ascribed to it in [NAC 239.850](#).

**NAC 239.945 Electronic records.**

- 1. The electronic recordkeeping system described in [NRS 239.051](#) of a governmental entity must be designed and maintained so that the electronic recordkeeping system is able to:
  - (a) Manage each electronic record in the electronic recordkeeping system throughout the life cycle of the electronic record, from its creation or receipt until its ultimate disposition, including, without limitation:
    - (1) Allowing only authorized personnel to access and modify each electronic record;
    - (2) Creating an electronic index or other searchable database for electronic records;
    - (3) Preserving electronic records and preventing the unauthorized alteration, erasure or destruction of electronic records;
    - (4) Creating a backup electronic recordkeeping system that allows for the recovery of electronic records in the case of the failure of the electronic recordkeeping system;
    - (5) Correlating electronic records maintained in the electronic recordkeeping system with related records that are not maintained in the electronic recordkeeping system; and
    - (6) Allowing for the migration of electronic records;
  - (b) Distinguish between an electronic record and nonrecord materials;
  - (c) Match each electronic record to the appropriate schedule;
  - (d) Indicate:
    - (1) Whether the governmental entity is still amending the electronic record; and
    - (2) The last date on which the governmental entity amended the electronic record;
  - (e) Identify the date, if any, of the disposition of the electronic record;
  - (f) If an electronic record is destroyed, ensure that the electronic record is destroyed in accordance with the appropriate schedule and in a manner which ensures that the information contained in the electronic record cannot be retrieved or reconstructed; and



(g) Transfer each electronic record of historical value to the State Archives or an archival repository pursuant to [NAC 239.940](#).

2. A governmental entity shall:

(a) Ensure that no electronic record, portion thereof, or any other information in the electronic recordkeeping system is lost or destroyed because of changing or deteriorating technology;

(b) Retain each electronic record in a usable format for the period required pursuant to the appropriate schedule;

(c) Ensure that the migration of an electronic record does not prevent the authorized disposition of the electronic record;

(d) Establish procedures to ensure the validity of the electronic records managed by the electronic recordkeeping system and the disposition of such electronic records. Such procedures must include, without limitation:

(1) The regular copying and reformatting of each electronic record in the electronic recordkeeping system and regular performance of any other actions necessary to ensure the retention, usability and completeness of each electronic record in the electronic recordkeeping system throughout the life cycle of each electronic record, from its creation or receipt until its final disposition; and

(2) Standardizing the methods for creating and retrieving similar types of electronic records; and

(e) Provide for the staff of the governmental entity an ongoing training program regarding the use of the electronic recordkeeping system, including, without limitation, training in:

(1) The operation, care and handling of the equipment, software and media used in the electronic recordkeeping system;

(2) Recognizing the distinction between an electronic record and nonrecord materials;

(3) Safeguarding confidential, restricted or otherwise sensitive electronic records; and

(4) Managing electronic mail.

3. As used in this section:

(a) "Convenience copy" means a duplicate record.

(b) "Electronic recordkeeping system" means a computerized information system with which electronic records are collected, organized and categorized to facilitate their preservation, retrieval, use and disposition.

(c) "Nonrecord materials" means published materials printed by a governmental printer, worksheets, unused blank forms except ballots, brochures, newsletters, magazines, catalogs, price lists, drafts, convenience copies, ad hoc reports, reference materials not relating to a specific project and any other documentation that does not serve as the record of an official action of a governmental entity.

## Glossary of Records Management Terms

**Active records** A group of records that are referred to frequently, such as daily, weekly or monthly. Active records should be maintained in the office for quick and easy access.

**Archival/Historical records** Records with enduring value that are preserved for reference and research purposes because they reflect significant events or document the history and development of the governmental entity.

**Confidential record** A record that by statute or regulation requires special protection from unlawful removal, misuse, damage, alteration, destruction or loss.

**Convenience copy** All copies of a record other than the official copy that were created for purposes of reference or research.

**Disposition** Any manner or method of changing the custody, location, or physical state of records. Final disposition includes transfer to archives and destruction.

**Imaging** The process of creating an exact image of a document utilizing either electronic (digital) or photographic (microfilm) technology.

**Inactive records** Records that are referred to so infrequently in the conduct of current business that they may be removed from the active office and either retired to an inactive records storage area.

**Legal Hold** Suspending the process of routine destruction of records when it is determined that the records may be relevant to foreseeable or pending litigation, government investigation, or audit.

**Lifecycle of records** The progression of records from creation and receipt through distribution and use; storage and maintenance, to final disposition.

**Local-Government Records Disposition Authority (LRDA)** The control number assigned to the record retention schedule by the Nevada State Library, Archives and Public Records.

**Nonrecord** This includes publications, worksheets, drafts, routine replies, telephone messages, blank forms, and extra copies of documents created for convenience or public distribution. Nonrecords may be destroyed when no longer administratively needed.

**Office of Record** The office designated as the official custodian of records for specified programs, activities, or transactions.

**Record** Recorded information, regardless of medium or characteristics. Any paper, book, microfilm, card, magnetic tape, disk, map, or any copy or printout that has been received by an organization and has been used by that organization or its successors as evidence of its activities or because of the information contained. In databases, in electronic record keeping systems, a collection of related data fields.

**Records management** The life-cycle management of records to promote effective and economical documentation of government actions and transactions.

**Records manager or records officer** The individual responsible for the records management functions, including files organization and maintenance, records transfer, and records destruction.

**Records retention schedule** A disposition schedule ensures government records have been retained for as long as they are needed and promotes prompt and legal disposition of records.

**Records series** Records kept together because they relate to a particular subject or function, result from the same activity, document a specific kind of action, take a particular physical form, or because of some other relationship arising out of their creation, receipt, or use. Generally handled as a unit for disposition purposes.

**Retention period** The period of time from when the record is created to the time it is final disposition. The retention period is usually triggered by an event (see also File Break), such as end of calendar year, end of fiscal year, creation date, termination date, expiration date, cancellation date, etc.

## Additional Resources

### Professional Associations

National Association of Government Archives and Records Administrators (NAGARA) [www.nagara.org](http://www.nagara.org)

ARMA International [www.arma.org](http://www.arma.org)

Books, guidelines, software, and other information are available at ARMA's on-line bookstore: [www.arma.org/bookstore](http://www.arma.org/bookstore).

## NAGARA - Local Government Records Management Technical Bulletins

NAGARA and the International Institute of Municipal Clerks (IIMC) has published a series of bulletins for local and county government officials who have had little education or experience in managing their communities' records and who have limited resources available to obtain that training.

[https://www.nagara.org/Public/Public/Resources/Local Government Records Management Technical Bulletins.aspx](https://www.nagara.org/Public/Public/Resources/Local_Government_Records_Management_Technical_Bulletins.aspx)

## Library Catalog

The State Library holds several books on records management that are available for loan. The Library directly loans materials to visitors who are Nevada citizens with a valid Nevada library card. The Library provides distance loans of materials from its collections when requested by another library that subscribes to the Interlibrary Loan Code.

You may search the catalog on their web site at <https://nsla.libguides.com/for-public/home>



## **REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/16/2022

From: Dan Doenges, PTP, RSP, Director of Planning

### **RECOMMENDED ACTION**

Conduct a public hearing regarding approval of Amendment No. 3 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP); adopt a resolution approving Amendment No. 3 to the FFY 2021-2025 Regional Transportation Improvement Program (RTIP).

### **BACKGROUND AND DISCUSSION**

Amendment No. 3 is required to add new projects to the RTIP, as well as to incorporate updates to existing projects already included in the RTIP. New projects include those led by RTC which recently received funding through federal sources, as well as Nevada Department of Transportation (NDOT) projects that received an allocation of federal and/or state gas tax funding. These projects include the construction phase of a project to replace a bridge and add multimodal improvements on Keystone Avenue; the construction phase of a project to replace the Sierra Street bridge; design for the relocation of the Villanova Drive transit maintenance and operations facility; and several preservation projects on state-owned roads within Washoe County. Additionally, the amendment includes updates to projects led by RTC and project update requests from the City of Reno and NDOT. These projects include a change in federal funding source to the Keystone Avenue and Sierra Street bridge projects; the addition of federal funds and a change in scope to segment two of the Lemmon Drive project; the movement of funds from the engineering to construction phase of a City of Reno project on portions of Urban Road and Plumas Street; the increase of funds for improvements to I-80 west of Keystone Avenue; and continued funding of NDOT's Freeway Service Patrol.

An air quality analysis for the proposed amendment was not required as the added and amended projects are exempt from transportation conformity requirements. The table on the following page identifies all of the proposed changes to the projects subject to the amendment and the complete project listing is attached (Attachment B).

A public comment period preceded this public hearing (September 9-15). The draft documents were posted on the agency website and a notice was published in the Reno Gazette-Journal, Sparks Tribune, and El Sol de Nevada per the RTC Public Participation Plan. No comments have been received as of the drafting of this staff report.

### **FISCAL IMPACT**

Funding for the project cost estimates in the proposed amendment has been budgeted based on anticipated federal, state and local revenue sources.

## **PREVIOUS BOARD ACTION**

May 20, 2022	Approved Amendment No. 2 to the FFY 2021-2025 RTIP
August 20, 2021	Approved Amendment No. 1 to the FFY 2021-2025 RTIP
March 19, 2021	Approved the FFY 2021-2025 RTIP

## RESOLUTION 22-02

### **RESOLUTION AUTHORIZING THE ADOPTION OF AMENDMENT NO. 3 TO THE FEDERAL FISCAL YEARS (FFY) 2021-2025 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP) FOR THE RENO-SPARKS URBANIZED AREA.**

**WHEREAS**, Title 23 Code of Federal Regulations, Part 450, and Title 49 Code of Federal Regulations, Part 613, require the preparation of a Regional Transportation Improvement Program (RTIP) by the Metropolitan Planning Organization (MPO) at least every four years; and

**WHEREAS**, the Regional Transportation Commission of Washoe County (RTC) has been designated by the Governor of the State of Nevada as the Metropolitan Planning Organization (MPO) for Washoe County; and

**WHEREAS**, the RTC, through the conduct of a continuing, comprehensive and coordinated transportation planning process carried out in conjunction with the RTC member entities and the Nevada Department of Transportation and in conformance with all applicable federal requirements, prepared the FFY 2021-2025 RTIP which includes all federal and non-federal regionally significant transportation projects; and

**WHEREAS**, the RTC finds Amendment No. 3 to the FFY 2021-2025 RTIP in conformance with the 2050 Regional Transportation Plan (RTP) ; and

**WHEREAS**, the RTC finds that pursuant to Title 40 of the Code of Federal Regulations, Part 93, this RTIP amendment conforms with the intent of the State Air Quality Implementation Plan; and,

**WHEREAS**, the RTC finds that current fiscal resources are adequate to develop, operate and maintain the transportation system, and finds that the FFY 2021-2025 RTIP is limited to projects for which funds are available or committed; and

**WHEREAS**, the FFY 2021-2025 RTIP has been prepared through a process of community and agency coordination and participation in accordance with the RTC's adopted Public Participation Plan and all applicable federal requirements;

**NOW, THEREFORE, BE IT RESOLVED** that the Regional Transportation Commission does hereby adopt and endorse Amendment No. 3 to the FFY 2021-2025 Regional Transportation Improvement Program.

**CERTIFICATE**

The undersigned, duly qualified Chairperson of the Regional Transportation Commission, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on September 16, 2022.

\_\_\_\_\_  
Ed Lawson, Chair  
Regional Transportation Commission

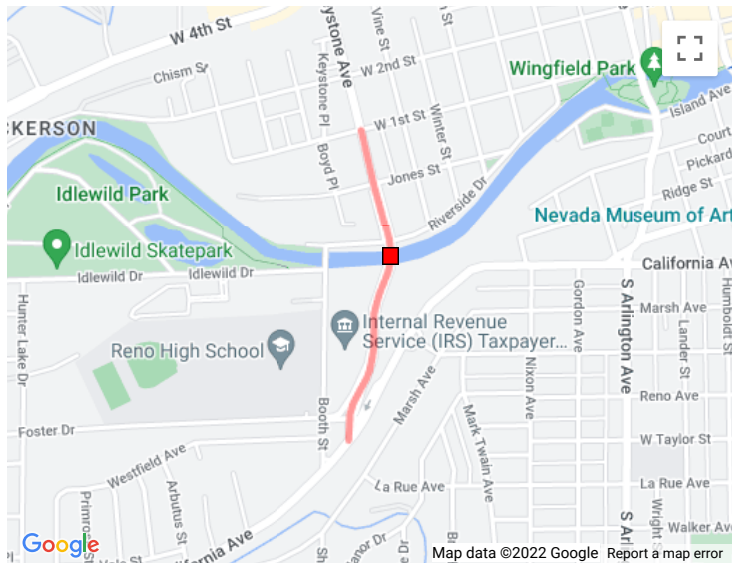
STATE OF NEVADA     )  
                                  §  
COUNTY OF WASHOE    )

This instrument was acknowledged before me on \_\_\_\_\_,  
2022, by \_\_\_\_\_, Chair of the Regional Transportation Commission.

\_\_\_\_\_  
Notary Public

<i>State TIP ID</i>	WA20190044	<i>MPO/TIP</i>	RTC Washoe 23-01	<i>Local ID</i>		<i>Total Cost</i>	\$5,000,000
<i>Lead Agency</i>	RTC Washoe	<i>Contact</i>	Jeff Wilbrecht 7753351872	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Bridge/Structures	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	N/A
<i>Project Name</i>	Keystone Avenue Improvements - Package 1 (NEPA)						
<i>Project Limits</i>	At Keystone Avenue From California Avenue To 1st Street of Distance (mile) 0.5						
<i>Scope</i>	Multimodal improvements and Truckee River bridge replacement.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	STBG Bridge	-	\$5,000,000	-	-	-	-	-	\$5,000,000
	<i>Total Preliminary Engineering</i>	-	\$5,000,000	-	-	-	-	-	\$5,000,000
	<b><i>Total Programmed</i></b>	-	<b>\$5,000,000</b>	-	-	-	-	-	<b>\$5,000,000</b>



**Version History**

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
20-00	Adoption 2020-2024	09/20/2019	09/30/2019	10/21/2019
21-00	Adoption 2021-2025	10/23/2020	10/26/2020	10/27/2020
21-03	Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021
21-07	Amendment 2021-2025	05/20/2022	05/27/2022	05/31/2022
23-01	Amendment 2023-2027	Pending	Pending	Pending

**Current Change Reason**

SCHEDULE / FUNDING / SCOPE - Carry over from 21-07

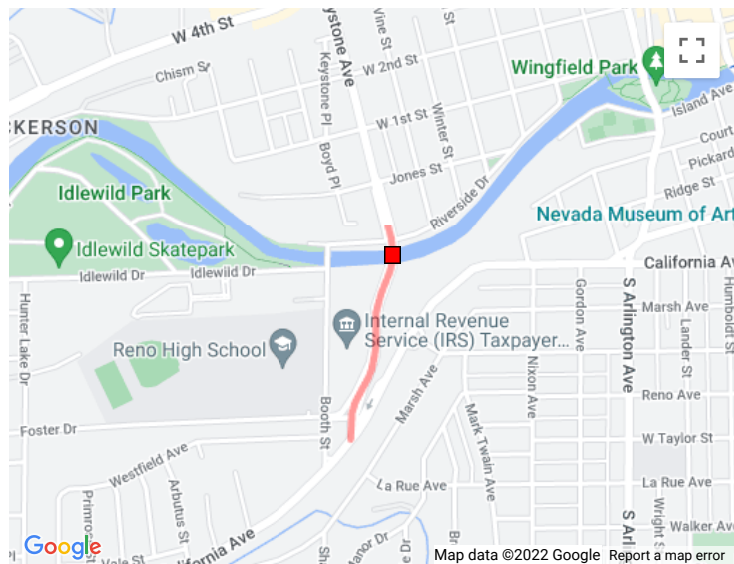
**Funding Change(s):**

Total project cost stays the same \$5,000,000



<i>State TIP ID</i>	WA20220026	<i>MPO/TIP</i>	RTC Washoe 23-01	<i>Local ID</i>		<i>Total Cost</i>	\$30,000,000
<i>Lead Agency</i>	RTC Washoe	<i>Contact</i>	Jeff Wilbrecht 7753351872	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Bridge/Structures	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	2025 start
<i>Project Name</i>	Keystone Avenue Improvements - Package 2 (construction)						
<i>Project Limits</i>	At Keystone Avenue From California Avenue To 1st Street of Distance (mile) 0.5						
<i>Scope</i>	Multimodal improvements and Truckee River bridge replacement.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
CON	STBG Bridge	-	-	-	\$30,000,000	-	-	-	\$30,000,000
	<i>Total Construction</i>	-	-	-	\$30,000,000	-	-	-	\$30,000,000
	<b>Total Programmed</b>	-	-	-	<b>\$30,000,000</b>	-	-	-	<b>\$30,000,000</b>



**Version History**

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
23-01 Amendment 2023-2027	Pending	Pending	Pending	N/A

**Current Change Reason**

SCHEDULE / FUNDING / SCOPE - New Project

<i>State TIP ID</i>	XS20220005	<i>MPO/TIP</i>	RTC Washoe 23-01	<i>Local ID</i>		<i>Total Cost</i>	\$3,500,000
<i>Lead Agency</i>	RTC Washoe	<i>Contact</i>	Doug Maloy (775)335-1865	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Bridge/Structures	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	N/A
<i>Project Name</i>	Sierra St Bridge Replacement - Package 1 (NEPA)						
<i>Project Limits</i>	At Sierra St Bridge# 1						
<i>Scope</i>	Replace the Sierra St Bridge. NEPA for the project.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	STBG Bridge	-	\$3,500,000	-	-	-	-	-	\$3,500,000
	<i>Total Preliminary Engineering</i>	-	\$3,500,000	-	-	-	-	-	\$3,500,000
	<b><i>Total Programmed</i></b>	-	<b>\$3,500,000</b>	-	-	-	-	-	<b>\$3,500,000</b>



**Version History**

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
21-07 Amendment 2021-2025	05/20/2022	05/27/2022	05/31/2022	05/27/2022
23-01 Amendment 2023-2027	Pending	Pending	Pending	N/A

**Current Change Reason**

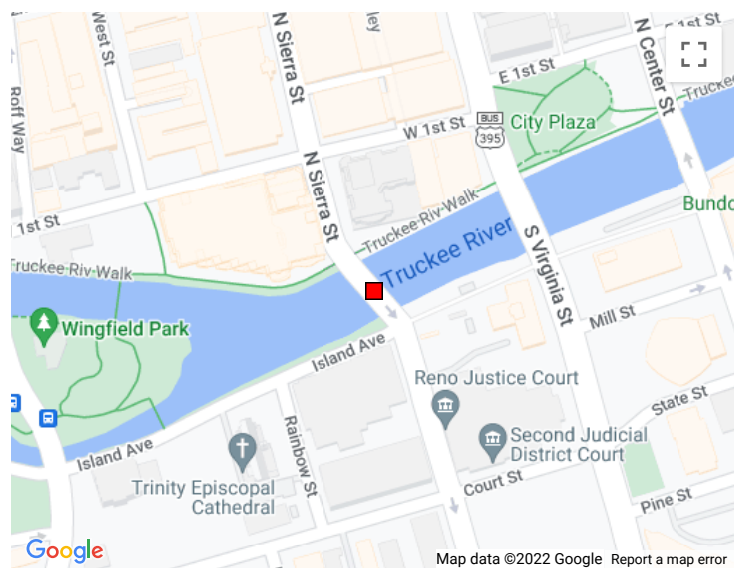
SCHEDULE / FUNDING / SCOPE - Carry over from 21-07

**Funding Change(s):**

Total project cost stays the same \$3,500,000

<i>State TIP ID</i>	WA20220025	<i>MPO/TIP</i>	RTC Washoe 23-01	<i>Local ID</i>		<i>Total Cost</i>	\$30,000,000
<i>Lead Agency</i>	RTC Washoe	<i>Contact</i>	Doug Maloy (775)335-1865	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Bridge/Structures	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	2024 start
<i>Project Name</i>	Sierra St Bridge Replacement - Package 2 (construction)						
<i>Project Limits</i>	At Sierra St Bridge# 1						
<i>Scope</i>	Replace the Sierra St Bridge. Construction for the project.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
CON	STBG Bridge	-	-	\$30,000,000	-	-	-	-	\$30,000,000
	<i>Total Construction</i>	-	-	\$30,000,000	-	-	-	-	\$30,000,000
	<b>Total Programmed</b>	-	-	<b>\$30,000,000</b>	-	-	-	-	<b>\$30,000,000</b>



**Version History**

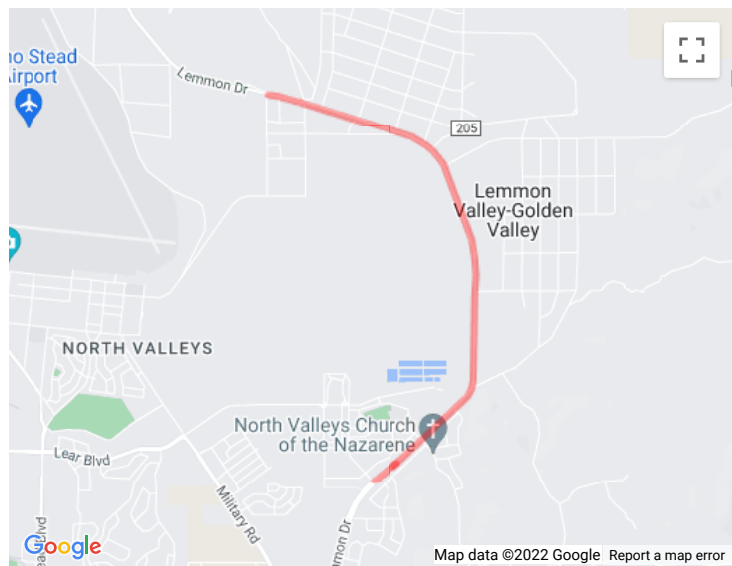
<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
23-01 Amendment 2023-2027	Pending	Pending	Pending	N/A

**Current Change Reason**

SCHEDULE / FUNDING / SCOPE - New Project

<i>State TIP ID</i>	WA20200070	<i>MPO/TIP</i>	RTC Washoe 23-01	<i>Local ID</i>		<i>Total Cost</i>	\$39,000,000
<i>Lead Agency</i>	RTC Washoe	<i>Contact</i>	Dale Keller 7753351827	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Road Improvement	<i>Air Quality</i>	Non-Exempt	<i>TCM</i>	No	<i>Construction</i>	2025 start
<i>Project Name</i>	Lemmon Drive Segment 2 Traffic Improvements/Reconstruction						
<i>Project Limits</i>	At Lemmon Drive From Fleetwood Drive To Ramsey Way of Distance (mile) 3.1						
<i>Scope</i>	Improve traffic operations and reconstruct roadway with stormwater improvements.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	Local Fuel Tax - RTCWA	-	\$200,000	-	-	-	-	-	\$200,000
PE	STBG WA	-	\$3,800,000	-	-	-	-	-	\$3,800,000
	<i>Total Preliminary Engineering</i>	-	\$4,000,000	-	-	-	-	-	\$4,000,000
CON	Local Fuel Tax - RTCWA	-	-	-	\$35,000,000	-	-	-	\$35,000,000
	<i>Total Construction</i>	-	-	-	\$35,000,000	-	-	-	\$35,000,000
	<b><i>Total Programmed</i></b>	-	<b>\$4,000,000</b>	-	<b>\$35,000,000</b>	-	-	-	<b>\$39,000,000</b>



**Version History**

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
21-01 Amendment 2021-2025	11/20/2020	12/02/2020	12/09/2020	12/03/2020
21-03 Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021
23-01 Amendment 2023-2027	<i>Pending</i>	<i>Pending</i>	<i>Pending</i>	N/A

**Current Change Reason**

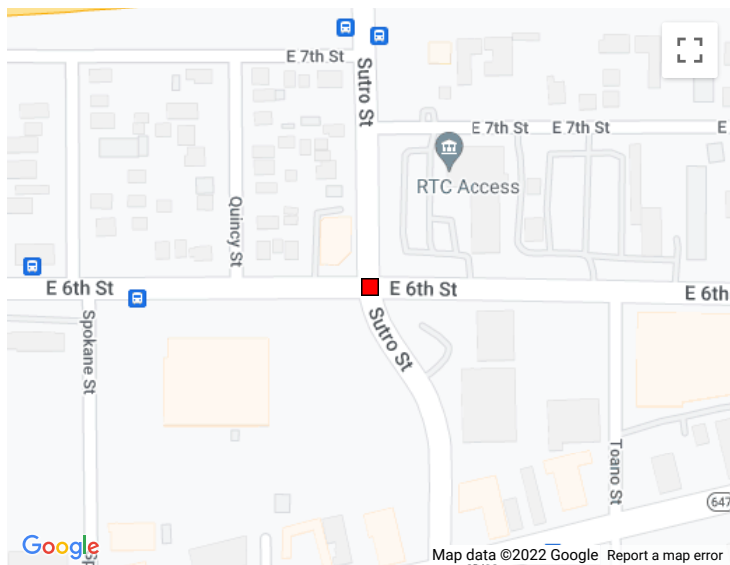
SCHEDULE / FUNDING / SCOPE - Carry over from 21-03, Other, updated scope with addition of federal funds

**Funding Change(s):**

Total project cost stays the same \$39,000,000

<i>State TIP ID</i>	XS20220031	<i>MPO/TIP</i>	RTC Washoe 23-01	<i>Local ID</i>		<i>Total Cost</i>	\$7,000,000
<i>Lead Agency</i>	RTC Washoe	<i>Contact</i>	Jim Gee 7753350020	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Transit - Capital & Rehab	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	N/A
<i>Project Name</i>	Villanova Maintenance Facility Replacement - Phase 1						
<i>Project Limits</i>	From 600 Sutro Street						
<i>Scope</i>	The maintenance and operations facility located on Villanova Drive will be relocated. ACCESS fleet operations facility and storage yard on Sutro will be expanded and redesigned to accommodate the combined RIDE and ACCESS fleets along with other improvements such as solar, electric bus chargers, workforce training site, expanded parking and maintenance bays, etc. Phase 1 will involve PE only.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	Carbon Reduction Program WA	-	\$1,036,861	-	-	-	-	-	\$1,036,861
PE	FTA 5339 Bus/Fac Lrg Urb Capital	-	\$4,563,139	-	-	-	-	-	\$4,563,139
PE	Local Sales Tax - RTCWA	-	\$1,400,000	-	-	-	-	-	\$1,400,000
	<i>Total Preliminary Engineering</i>	-	\$7,000,000	-	-	-	-	-	\$7,000,000
	<b><i>Total Programmed</i></b>	-	<b>\$7,000,000</b>	-	-	-	-	-	<b>\$7,000,000</b>



**Version History**

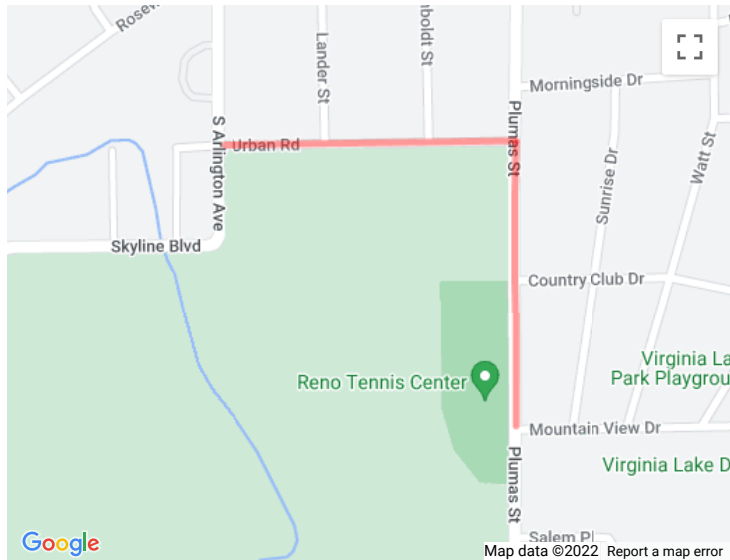
<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
23-01 Amendment 2023-2027	Pending	Pending	Pending	N/A

**Current Change Reason**

SCHEDULE / FUNDING / SCOPE - New Project

<b>State TIP ID</b>	WA20220005	<b>MPO/TIP</b>	RTC Washoe 23-01	<b>Local ID</b>		<b>Total Cost</b>	\$600,000
<b>Lead Agency</b>	City of Reno	<b>Contact</b>	Kurt Dietrich 775- 334-3334	<b>NDOT</b>	District 2	<b>County</b>	WASHOE
<b>Project Type</b>	Road Improvement	<b>Air Quality</b>	Exempt	<b>TCM</b>	No	<b>Construction</b>	2023 start
<b>Project Name</b>	Urban Road and Plumas Street Sidewalk						
<b>Project Limits</b>	At Urban From Arlington To Plumas of Distance (mile) 0.25 At Plumas From Urban To Mountain View of Distance (mile) .25						
<b>Scope</b>	Install sidewalk, curb and gutter on the south side of Urban Road from Arlington Avenue to Plumas Street and the west side of Plumas Street from Urban Road to Mountain View Drive. This will improve safety, encourage non-motorized travel, improve access to transit, and reduce emissions and energy use by encouraging non-motorized travel.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
CON	Local Fund	-	\$30,000	-	-	-	-	-	\$30,000
CON	TAP WA STBG	-	\$570,000	-	-	-	-	-	\$570,000
	<i>Total Construction</i>	-	\$600,000	-	-	-	-	-	\$600,000
	<b>Total Programmed</b>	-	<b>\$600,000</b>	-	-	-	-	-	<b>\$600,000</b>



**Version History**

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
21-07 Amendment 2021-2025	05/20/2022	05/27/2022	05/31/2022	05/27/2022
23-01 Amendment 2023-2027	Pending	Pending	Pending	N/A

**Current Change Reason**

SCHEDULE / FUNDING / SCOPE - Carry over from 21-07, Other, Funding moved out of PE to CON

**Funding Change(s):**

Total project cost stays the same \$600,000

ALL Transportation Improvement Program, 23-01-RTC Washoe Amendment 2023-2027

18 Projects Listed

<i>State TIP ID</i>	WA20220018	<i>MPO/TIP</i>	RTC Washoe 23-01	<i>Local ID</i>		<i>Total Cost</i>	\$24,831,900
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	Brian Deal 775-888-7654	<i>NDOT</i>	District 2	<i>County</i>	LYON, WASHOE
<i>Project Type</i>	Preservation	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	2025 start
<i>Project Name</i>	I 80 Fernley- Preservation						
<i>Project Limits</i>	At From WA MP 41.5 To LY MP 5.8 of Distance (mile) -35.65 Begin: 41.49 End: 5.84						
<i>Scope</i>	2" cold mill, 2" dense grade with 0.75" open grade and various patching locations						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
CON	State Gas Tax	-	-	-	\$24,831,900	-	-	-	\$24,831,900
	<i>Total Construction</i>	-	-	-	\$24,831,900	-	-	-	\$24,831,900
	<i>Total Programmed</i>	-	-	-	\$24,831,900	-	-	-	\$24,831,900



Version History

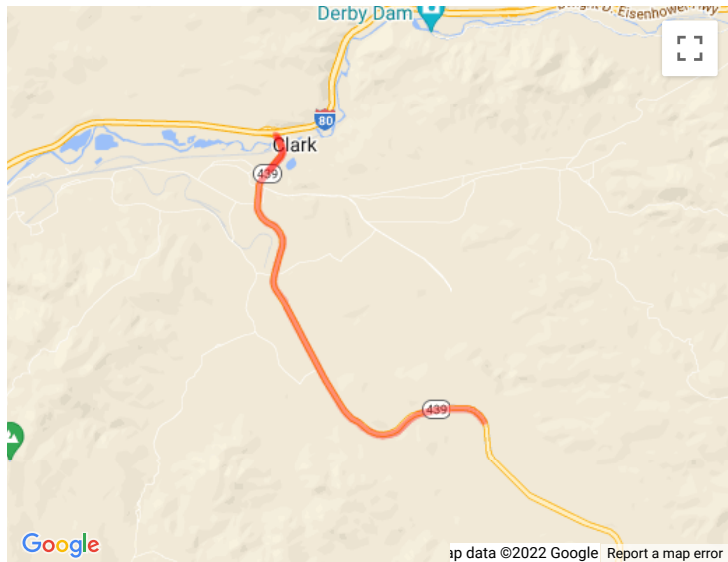
TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
23-01 Amendment 2023-2027	Pending	Pending	Pending	N/A

Current Change Reason

SCHEDULE / FUNDING / SCOPE - New Project

<i>State TIP ID</i>	WA20220015	<i>MPO/TIP</i>	RTC Washoe 23-01	<i>Local ID</i>		<i>Total Cost</i>	\$29,162,500
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	PATERSON,SHAWN 775-888-7655	<i>NDOT</i>	District 2	<i>County</i>	STOREY, WASHOE
<i>Project Type</i>	Preservation	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	2027 start
<i>Project Name</i>	SR 439 USA Parkway- Preservation- <b>FUTURE PROJECT</b>						
<i>Project Limits</i>	At From ST MP 4.3 To WA MP 0.1 of Distance (mile) -4.14 Begin: 4.26 End: .12						
<i>Scope</i>	Mill and fill W/OG, hydraulic improvements, safety improvements, and lighting.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
CON	State Gas Tax	-	-	-	-	-	\$29,162,500	-	\$29,162,500
	<i>Total Construction</i>	-	-	-	-	-	\$29,162,500	-	\$29,162,500
	<i>Total Programmed</i>	-	-	-	-	-	\$29,162,500	-	\$29,162,500



**Version History**

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
23-01 Amendment 2023-2027	Pending	Pending	Pending	N/A

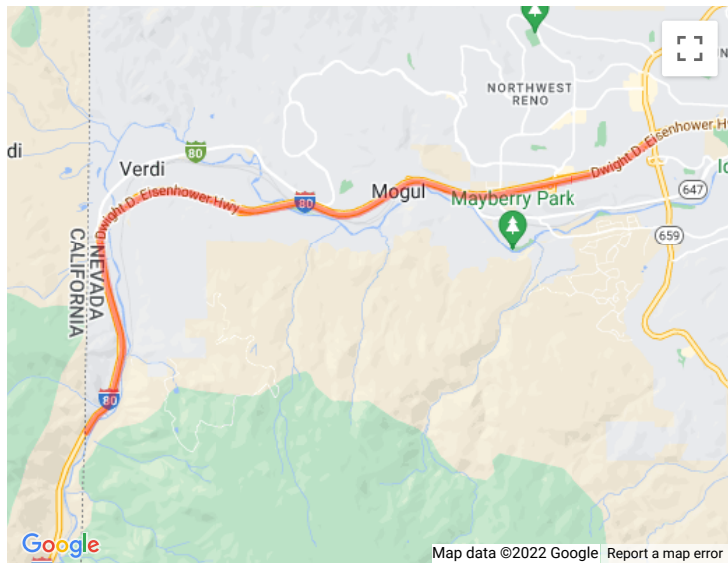
**Current Change Reason**

SCHEDULE / FUNDING / SCOPE - New Project



<i>State TIP ID</i>	WA20180052	<i>MPO/TIP</i>	RTC Washoe 23-01	<i>Local ID</i>		<i>Total Cost</i>	\$19,840,711
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	Brian Deal 775-888-7654	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Preservation	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	2022 start
<i>Project Name</i>	I-80/Keystone Package 2A						
<i>Project Limits</i>	At From WA MP 0 To WA MP 10.68 of Distance (mile) 10.68 Begin: 0 End: 10.68						
<i>Scope</i>	BARRIER RAIL UPGRADE, CULVERT LINING AND REPLACEMENT, HARDWARE UPGRADE FOR ITS DEVICES, AESTHETIC AND FENCING IMPROVEMENTS						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	State Gas Tax	\$205,000	-	-	-	-	-	-	\$205,000
	<i>Total Preliminary Engineering</i>	\$205,000	-	-	-	-	-	-	\$205,000
ROW	State Gas Tax	\$600,000	-	-	-	-	-	-	\$600,000
	<i>Total Right of Way</i>	\$600,000	-	-	-	-	-	-	\$600,000
CON	NHPP	\$18,083,924	-	-	-	-	-	-	\$18,083,924
CON	State Match - Nv	\$951,787	-	-	-	-	-	-	\$951,787
	<i>Total Construction</i>	\$19,035,711	-	-	-	-	-	-	\$19,035,711
	<b><i>Total Programmed</i></b>	<b>\$19,840,711</b>	-	-	-	-	-	-	<b>\$19,840,711</b>



**Version History**

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
18-10 Amendment 2018-2022	07/02/2018	07/02/2018	N/A	N/A
19-00 Adoption 2019-2023	09/14/2018	09/17/2018	09/26/2018	09/19/2018
20-27 Amendment 2020-2024	10/29/2019	10/29/2019	N/A	N/A
20-30 Amendment 2020-2024	03/31/2020	04/15/2020	N/A	N/A
21-00 Adoption 2021-2025	08/28/2020	08/31/2020	09/21/2020	09/24/2020
21-07 Amendment 2021-2025	05/20/2022	05/27/2022	05/31/2022	05/27/2022
21-08 Amendment 2021-2025	06/09/2022	06/10/2022	N/A	N/A
21-11 Amendment 2021-2025	08/16/2022	08/17/2022	N/A	N/A
21-14 Amendment 2021-2025	09/14/2021	09/16/2021	09/20/2021	09/29/2021
23-01 Amendment 2023-2027	<i>Pending</i>	<i>Pending</i>	<i>Pending</i>	N/A

**Current Change Reason**

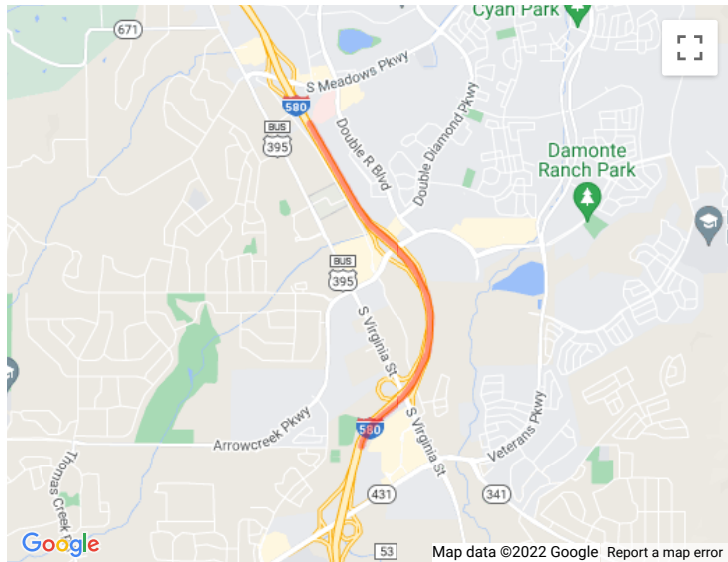
SCHEDULE / FUNDING / SCOPE - Carry over from 21-11

**Funding Change(s):**

Total project cost stays the same \$19,840,711

<i>State TIP ID</i>	WA20210023	<i>MPO/TIP</i>	RTC Washoe 23-01	<i>Local ID</i>		<i>Total Cost</i>	\$11,020,000
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	Tyler Wood 775-888-7552	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Preservation	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	2023 start
<i>Project Name</i>	I-580 South Reno - 3R						
<i>Project Limits</i>	At From WA MP 15.24 To WA MP 18.56 of Distance (mile) 3.32 Begin: 15.24 End: 18.56						
<i>Scope</i>	PROFILE GRIND, SEAL JOINTS, AND SPALL REPAIR. MILL AND OVERLAY WITH OPEN GRADE ON RAMPS						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	State Gas Tax	\$245,000	-	-	-	-	-	-	\$245,000
	<i>Total Preliminary Engineering</i>	\$245,000	-	-	-	-	-	-	\$245,000
ROW	State Gas Tax	-	\$25,000	-	-	-	-	-	\$25,000
	<i>Total Right of Way</i>	-	\$25,000	-	-	-	-	-	\$25,000
CON	NHPP	-	\$7,659,375	-	-	-	-	-	\$7,659,375
CON	STBG State-Wide	-	\$2,553,125	-	-	-	-	-	\$2,553,125
CON	State Match - Nv	-	\$537,500	-	-	-	-	-	\$537,500
	<i>Total Construction</i>	-	\$10,750,000	-	-	-	-	-	\$10,750,000
	<b><i>Total Programmed</i></b>	<b>\$245,000</b>	<b>\$10,775,000</b>	-	-	-	-	-	<b>\$11,020,000</b>



**Version History**

<i>TIP Document</i>		<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
21-25	Amendment 2021-2025	06/03/2022	06/07/2022	06/21/2022	07/05/2022
21-77	Amendment 2021-2025	01/06/2022	01/08/2022	N/A	N/A
23-01	Amendment 2023-2027	Pending	Pending	Pending	N/A

**Current Change Reason**

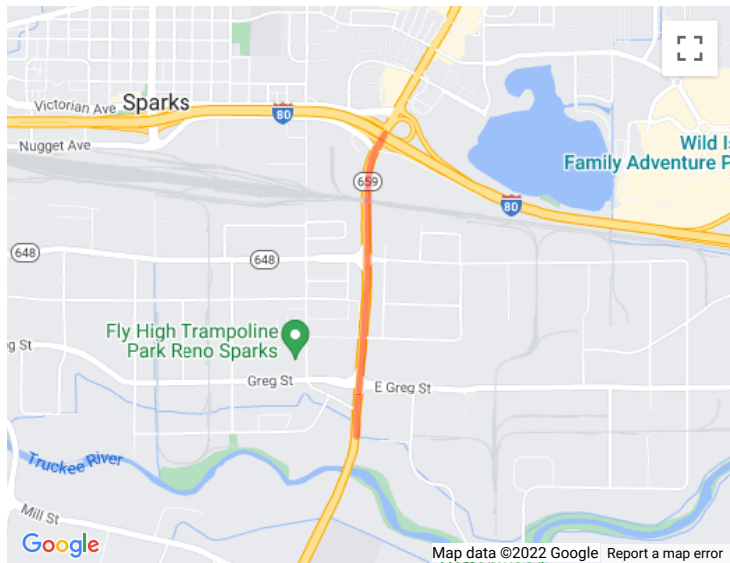
SCHEDULE / FUNDING / SCOPE - Other, Update funding type

**Funding Change(s):**

Total project cost stays the same \$11,020,000

<i>State TIP ID</i>	WA20220016	<i>MPO/TIP</i>	RTC Washoe 23-01	<i>Local ID</i>		<i>Total Cost</i>	\$4,587,500
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	Jesse Smithson 775-888-7652	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Preservation	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	2024 start
<i>Project Name</i>	SR 659 East McCarran Blvd.- ADA Preservation						
<i>Project Limits</i>	At From WA MP 17.0 To WA MP 18.0 of Distance (mile) 1 Begin: 17.01 End: 18.01						
<i>Scope</i>	SR 659 East McCarran Blvd.- ADA Preservation						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
CON	State Gas Tax	-	-	\$4,587,500	-	-	-	-	\$4,587,500
	<i>Total Construction</i>	-	-	\$4,587,500	-	-	-	-	\$4,587,500
	<i>Total Programmed</i>	-	-	\$4,587,500	-	-	-	-	\$4,587,500



**Version History**

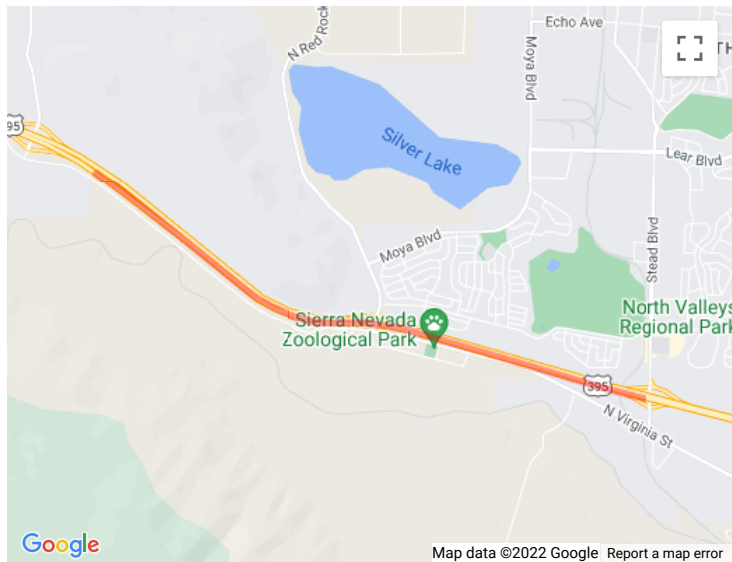
<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
23-01 Amendment 2023-2027	Pending	Pending	Pending	N/A

**Current Change Reason**

SCHEDULE / FUNDING / SCOPE - New Project

<i>State TIP ID</i>	WA20220017	<i>MPO/TIP</i>	RTC Washoe 23-01	<i>Local ID</i>		<i>Total Cost</i>	\$13,651,340
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	Samantha Dowd 775-888-7591	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Preservation	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	2024 start
<i>Project Name</i>	US 395 North Valleys- Preservation						
<i>Project Limits</i>	At From WA MP 34.1 To WA MP 38.3 of Distance (mile) 4.13 Begin: 34.13 End: 38.26						
<i>Scope</i>	Mill and overlay with hydraulic, ITS, and ramp improvements						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
CON	State Gas Tax	-	-	\$13,651,340	-	-	-	-	\$13,651,340
	<i>Total Construction</i>	-	-	\$13,651,340	-	-	-	-	\$13,651,340
	<b>Total Programmed</b>	-	-	<b>\$13,651,340</b>	-	-	-	-	<b>\$13,651,340</b>



**Version History**

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
23-01 Amendment 2023-2027	Pending	Pending	Pending	N/A

**Current Change Reason**

SCHEDULE / FUNDING / SCOPE - New Project

<i>State TIP ID</i>	WA20220019	<i>MPO/TIP</i>	RTC Washoe 23-01	<i>Local ID</i>		<i>Total Cost</i>	\$21,603,000
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	SHAWN PATERSON 775-888-7655	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Preservation	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	2024 start
<i>Project Name</i>	I 580 Bowers to Mount Rose Highway- Preservation						
<i>Project Limits</i>	At From WA MP 5.4 To WA MP 14.95 of Distance (mile) 9.59 Begin: 5.36 End: 14.95						
<i>Scope</i>	Mill and fill w/ OG, profile grind concrete sections						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
CON	State Gas Tax	-	-	\$21,603,000	-	-	-	-	\$21,603,000
	<i>Total Construction</i>	-	-	\$21,603,000	-	-	-	-	\$21,603,000
	<b>Total Programmed</b>	-	-	<b>\$21,603,000</b>	-	-	-	-	<b>\$21,603,000</b>



**Version History**

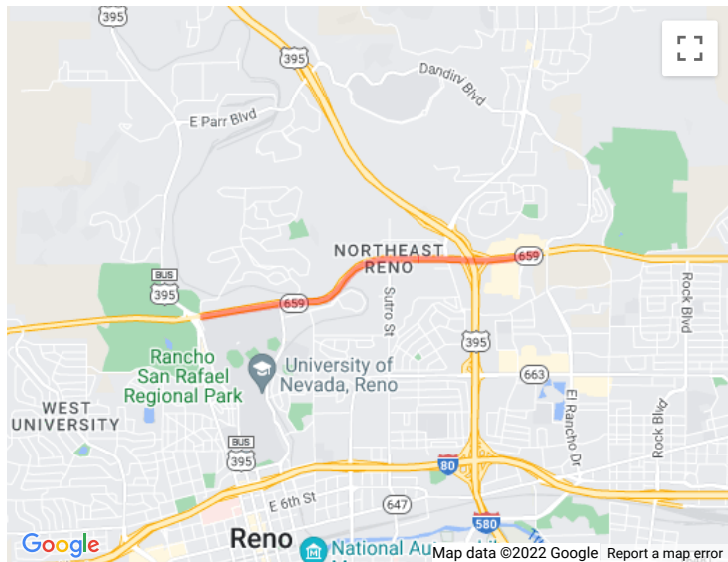
TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
23-01 Amendment 2023-2027	Pending	Pending	Pending	N/A

**Current Change Reason**

SCHEDULE / FUNDING / SCOPE - New Project

<i>State TIP ID</i>	WA20220020	<i>MPO/TIP</i>	RTC Washoe 23-01	<i>Local ID</i>		<i>Total Cost</i>	\$9,475,400
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	Tara Smaltz 7758348320	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Preservation	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	2026 start
<i>Project Name</i>	SR 659 North McCarran Blvd- Preservation						
<i>Project Limits</i>	At From WA MP 10.6 To WA MP 12.9 of Distance (mile) 2.27 Begin: 10.58 End: 12.85						
<i>Scope</i>	SR 659 North McCarran Blvd- Preservation						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
CON	State Gas Tax	-	-	-	-	\$9,475,400	-	-	\$9,475,400
	<i>Total Construction</i>	-	-	-	-	\$9,475,400	-	-	\$9,475,400
	<b>Total Programmed</b>	-	-	-	-	<b>\$9,475,400</b>	-	-	<b>\$9,475,400</b>



**Version History**

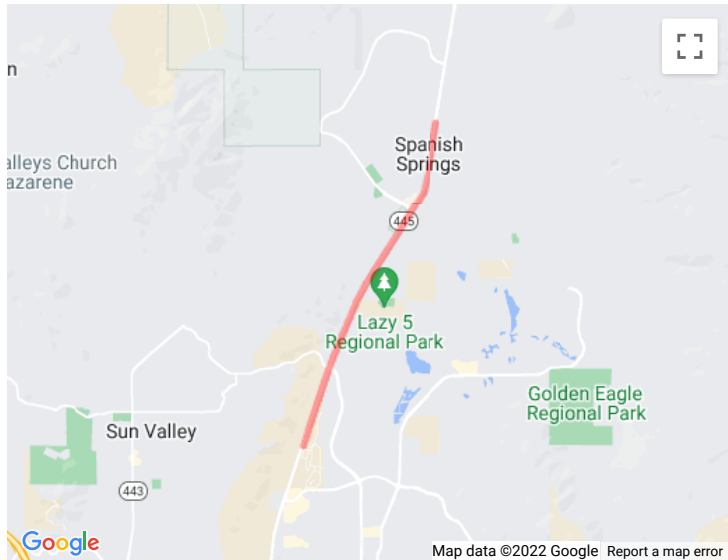
TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
23-01 Amendment 2023-2027	Pending	Pending	Pending	N/A

**Current Change Reason**

SCHEDULE / FUNDING / SCOPE - New Project

<i>State TIP ID</i>	WA20220021	<i>MPO/TIP</i>	RTC Washoe 23-01	<i>Local ID</i>		<i>Total Cost</i>	\$11,180,000
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	Brian Deal 775-888-7654	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Preservation	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	2025 start
<i>Project Name</i>	SR 445 Spanish Springs, Golden View Drive to Egyptian Drive- Preservation						
<i>Project Limits</i>	At From WA MP 4.4 To WA MP 9.0 of Distance (mile) 4.66 Begin: 4.37 End: 9.03						
<i>Scope</i>	2.75" cold mill, 2" dense grade with 0.75" open grade						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
CON	State Gas Tax	-	-	-	\$11,180,000	-	-	-	\$11,180,000
	<i>Total Construction</i>	-	-	-	\$11,180,000	-	-	-	\$11,180,000
	<b>Total Programmed</b>	-	-	-	<b>\$11,180,000</b>	-	-	-	<b>\$11,180,000</b>



**Version History**

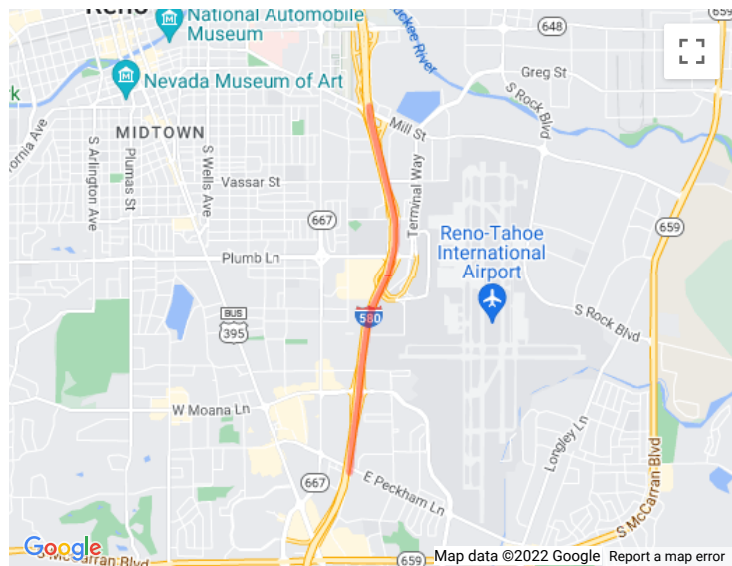
<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
23-01 Amendment 2023-2027	Pending	Pending	Pending	N/A

**Current Change Reason**

SCHEDULE / FUNDING / SCOPE - New Project

<i>State TIP ID</i>	WA20220024	<i>MPO/TIP</i>	RTC Washoe 23-01	<i>Local ID</i>		<i>Total Cost</i>	\$21,000,000
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	Curtis Hartzell 775-888-7985	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Preservation	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	2023 start
<i>Project Name</i>	I 580, Reno, from Peckham Ln to Mill Street - Preservation						
<i>Project Limits</i>	At From WA MP 20.7 To WA MP 24.5 of Distance (mile) 3.8 Begin: 20.7 End: 24.5						
<i>Scope</i>	Remove Existing PCCP in Travel Lanes and Reconstruct with 9" Dense Grade Plantmix and 1" HiMOD Overlay.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
CON	State Gas Tax	-	\$21,000,000	-	-	-	-	-	\$21,000,000
	<i>Total Construction</i>	-	\$21,000,000	-	-	-	-	-	\$21,000,000
	<b>Total Programmed</b>	-	<b>\$21,000,000</b>	-	-	-	-	-	<b>\$21,000,000</b>



**Version History**

TIP Document	MPO Approval	State Approval	FHWA Approval	FTA Approval
23-01 Amendment 2023-2027	Pending	Pending	Pending	N/A

**Current Change Reason**

SCHEDULE / FUNDING / SCOPE - New Project



<i>State TIP ID</i>	WA2012128	<i>MPO/TIP</i>	RTC Washoe 21TIP(23-01)	<i>Local ID</i>		<i>Total Cost</i>	\$6,638,716
<i>Lead Agency</i>	Nevada DOT	<i>Contact</i>	Sonja Jacinto-Acosta 775-888-7864	<i>NDOT</i>	District 2	<i>County</i>	WASHOE
<i>Project Type</i>	Traffic Operations	<i>Air Quality</i>	Exempt	<i>TCM</i>	No	<i>Construction</i>	N/A
<i>Project Name</i>	Reno Freeway Service Patrol FFY23-26						
<i>Project Limits</i>	At of Distance (mile) 0 Begin: 0 End: 0						
<i>Scope</i>	Provide cost-free assistance to motorists and first responders for a variety of roadway incidents.						

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
OTHER	NHPP	\$3,518,189	-	-	-	-	-	-	\$3,518,189
OTHER	NHPP (AC)	\$2,788,591	-	-	-	-	-	-	\$2,788,591
OTHER	State Match - Nv	\$331,936	-	-	-	-	-	-	\$331,936
	<i>Total Other</i>	\$6,638,716	-	-	-	-	-	-	\$6,638,716
	<b><i>Total Programmed</i></b>	<b>\$6,638,716</b>	-	-	-	-	-	-	<b>\$6,638,716</b>

\*Map Has Not Been Mark

**Version History**

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
15-00 Adoption 2015-2019	09/19/2014	12/15/2014	01/14/2015	01/14/2015
16-00 Adoption 2016-2020	08/21/2015	09/17/2015	10/01/2015	09/23/2015
18-00 Adoption 2018-2022	08/17/2017	09/12/2017	09/29/2017	09/28/2017
18-07 Amendment 2018-2022	05/24/2018	05/25/2018	N/A	N/A
19-00 Adoption 2019-2023	08/17/2018	09/17/2018	09/19/2018	09/18/2018
20-00 Adoption 2020-2024	09/20/2019	09/30/2019	10/21/2019	10/07/2019
21-00 Adoption 2021-2025	10/23/2020	10/26/2020	10/27/2020	10/29/2020
21-03 Amendment 2021-2025	03/19/2021	04/14/2021	04/26/2021	05/05/2021
23-01 Amendment 2023-2027	<i>Pending</i>	<i>Pending</i>	<i>Pending</i>	N/A

**Current Change Reason**

SCHEDULE / FUNDING / SCOPE - Positive change in cost greater than Twenty-Five percent (25%) is requested/anticipated.

**Funding Change(s):**

Total project cost increased from \$4,087,357 to \$6,638,716

\*Various Locations



**REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/16/2022

From: Mark Maloney, Director of Public Transportation

**RECOMMENDED ACTION**

Acknowledge receipt of a report regarding the RTC Vanpool program.

**BACKGROUND AND DISCUSSION**

RTC has had a vanpool program since 2004. We contract our program through Commute with Enterprise and offer each group between a \$400 and \$600 per month subsidy, depending on the group's monthly mileage. Our program has grown from a few vans to nearly 350 vanpools in Washoe County. The presentation will explain what a vanpool is, how it works, and the benefit to the RTC and the community.

**FISCAL IMPACT**

Funding for this item is included in the approved FY 2023 budget, and there is no additional cost in connection with this agenda item.

**PREVIOUS BOARD ACTION**

8/19/2022

Approved NDOT contract with RTC for funding the program for FY23.



## **REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/16/2022

From: Bill Thomas, AICP , Executive Director

### **RECOMMENDED ACTION**

Update, discussion, and potential direction to staff regarding legislative issues being reviewed by the Nevada Sustainable Transportation Funding Study for the 82nd Session of the Nevada Legislature.

### **BACKGROUND AND DISCUSSION**

In the 2021 Legislative Session, AB413 created an advisory working group directed meet during the 2021-2022 interim to study:

- The needs of all users of different modes of transportation, including bicyclists, pedestrians, drivers of motor vehicles and public transit users;
- Social and user transportation equity;
- The reduction of greenhouse gas emissions;
- The sustainability of the State Highway Fund including, without limitation, an analysis of the Natural Resources Defense Council funding model presented to the Legislative Committee on Energy on August 24, 2020, and Utah’s Road Usage Charge Program; and
- The role of land use and smart growth strategies in reducing transportation emissions and improving system efficiency and equity.

Following their review, the advisory working group will make a final report to the Legislature on their findings, conclusions, and recommendations.

Kami Dempsey, President of Accretive Consulting, who NDOT has contracted with for this effort, will present legislative issues being reviewed by the Nevada Sustainable Transportation Funding Study for the 82nd Session of the Nevada Legislature in order to receive direction from the Board.

### **FISCAL IMPACT**

Funding for this item is included in the approved FY 2023 budget, and there is no additional cost in connection with this agenda item.

### **PREVIOUS BOARD ACTION**

6/17/2022

Approved the RTC Goals for Fiscal Year 2023 including “Participate in advisory groups created during the 81st session of the NV Legislature by...AB413 (Advisory Working Group to Study Certain Issues Related to Transportation).



# Nevada Sustainable Transportation Funding Study

Report to Regional Transportation Commission of Washoe County

*September 16, 2022*



Kristina Swallow, Director, Nevada Department of Transportation  
Jeff Doyle, CDM Smith

## AB 413 – Legislative direction for this study

“The Advisory Working Group shall study during the 2021-2022 interim:

- (a) The needs of all users of different modes of transportation, including bicyclists, pedestrians, drivers of motor vehicles and public transit users;
- (b) Social and user transportation equity;
- (c) The reduction of greenhouse gas emissions;
- (d) The sustainability of the State Highway Fund including, without limitation, an analysis of the Natural Resources Defense Council funding model presented to the Legislative Committee on Energy on August 24, 2020, and Utah’s Road Usage Charge Program; and
- (e) The role of land use and smart growth strategies in reducing transportation emissions and improving system efficiency and equity.”

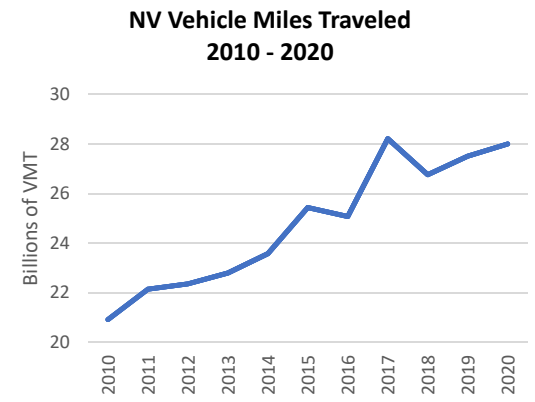
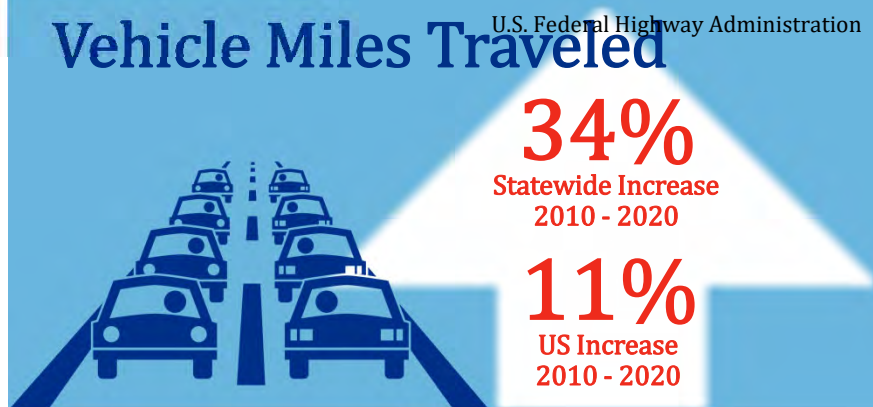
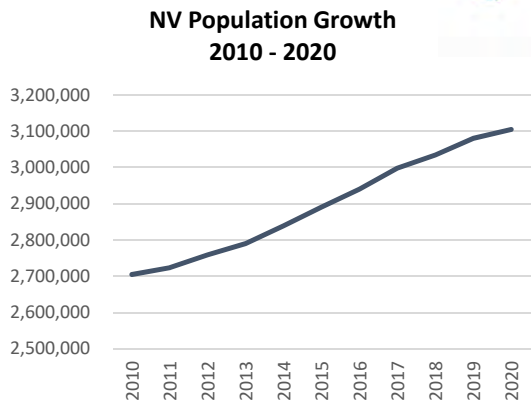
# Advisory Working Group Membership

## **Organizations and Expertise Identified in AB 413:**

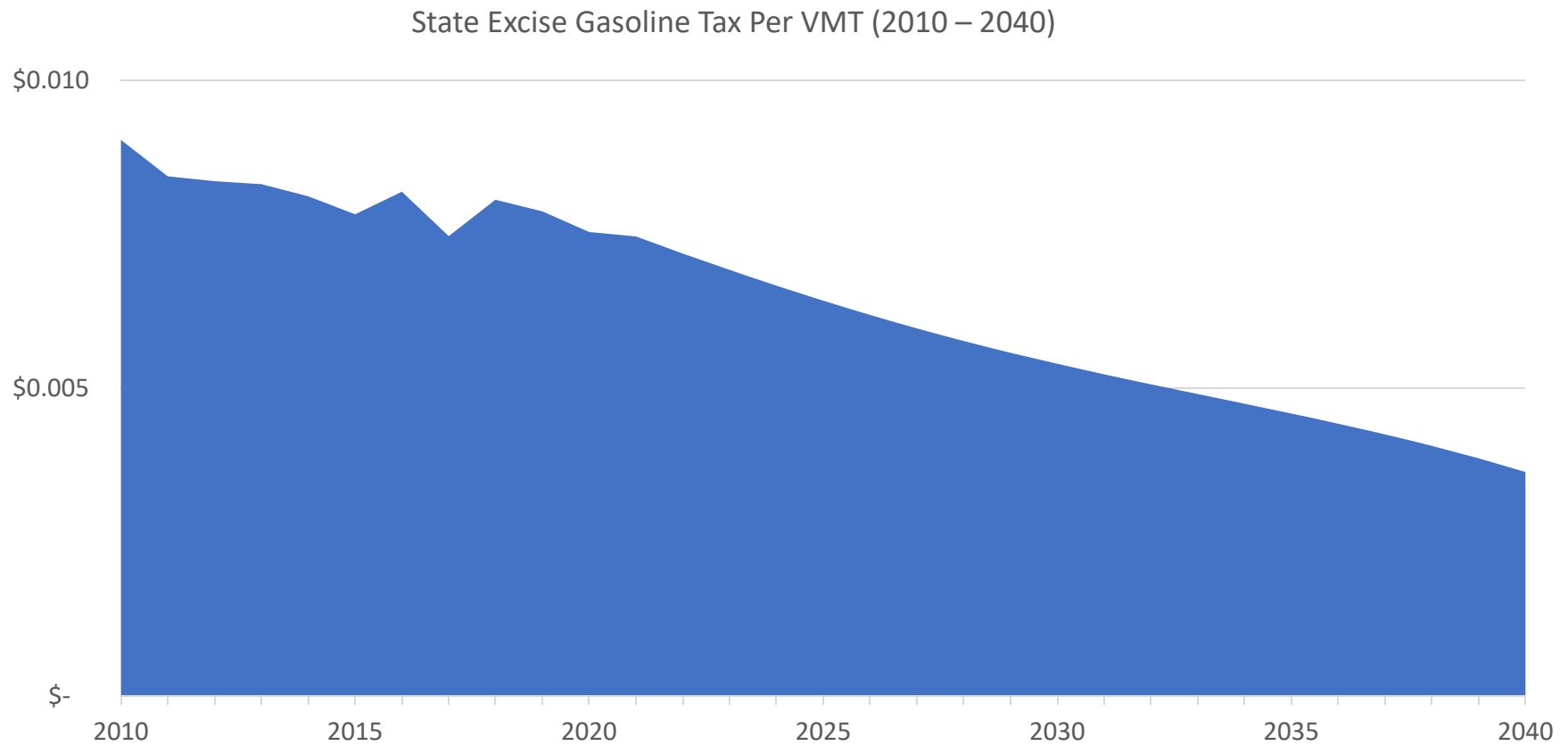
- Metropolitan planning organizations;
- Environmental agencies and organizations;
- Clean energy;
- Tax policy expertise;
- Local, county, tribal, state and federal agencies with expertise in transportation and clean energy;
- The Chairs of the Nevada Senate and Assembly Standing Committees on Growth and Infrastructure;
- Organized labor;
- Local chambers of commerce;
- The Nevada Resort Association;
- Entities that represent or promote the interests of minority groups in Nevada.



Nevada's growing population and broader inflation in construction costs are straining the existing system.



The state gasoline tax currently generates about 0.8 cents for each mile driven by vehicles on Nevada's roads. In less than 20 years, per-mile revenue will decline 50%.





# The Sustainable Transportation Funding Study is in the final stretch

The Advisory Working Group meets this month to discuss their preferences on which options to recommend to the Legislature.



# Guiding Principles for Future Transportation Revenue Sources

*Alone or in combination, transportation revenue sources should be capable of:*



**Financial Sustainability:** Yielding sufficient revenue that correlates with ongoing maintenance needs; and demand for future transportation needs, regardless of changes in population, vehicle technologies, ownership, travel patterns, fuel sources, or consumer spending.



**Sufficiency:** Generating sufficient revenue over targeted investment timeframes for existing and future transportation infrastructure needs.



**User Equity:** Recovering a proportionate share of the costs from those who use the transportation network.



**Social Equity:** Improving the distributional impact on historically underserved communities and low-income households.



**Flexibility:** Funding a wide range of transportation-related projects, programs, or priorities across various agencies to meet the needs of system users across all modes.



**Greenhouse Gas Emissions:** Aligning with state transportation GHG reduction goals.



**Transparency/ Efficiency and Ease of Compliance:** Simple to explain, with awareness of how funds are used, cost-effective, and readily administered at statewide and local levels.

## All revenue mechanisms were analyzed



### Fuel taxes

1. Increase rate of flat per-gallon excise tax
2. Add inflation index to flat per-gallon excise tax rate
3. Add fuel efficiency index to flat per-gallon excise tax
4. Add sales tax based on price of fuel
5. Add variable-rate excise tax based on price of fuel



### Vehicle fees

6. Increase basic license fee
7. Increase value-based rate of governmental services tax
8. Add fee based on vehicle weight
9. Add fee based on vehicle fuel economy rating
10. Add fee based on vehicle engine type
11. Add fee based on vehicle age



### Usage-based fees

#### Direct

12. Add a distance-based charge for light-duty vehicles
13. Add a weight-distance-based charge for medium- and heavy-duty vehicles

#### Indirect

14. Add a tax on batteries
15. Add a tax on tires
16. Add a tax on EV electricity consumed

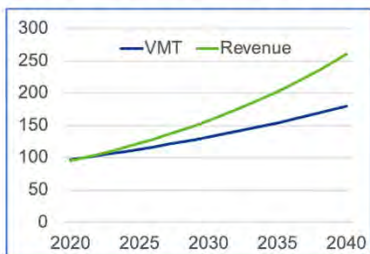
### Other

17. Value added tax on goods movement
18. Parcel delivery fees
19. Ride-share surcharges
20. Cordon charges in urban areas
21. Carbon tax
22. Street utility fee
23. Payroll tax
24. Land use impact fees

# Example: Guiding Principles used to evaluate revenue options

1

## Increase vehicle value-based rate of governmental services tax (GST)



Nevada assesses a value-based “governmental services tax” on vehicles at 4% of the DMV Valuation, which is 35% of the manufacturer’s suggested retail price (MSRP). Statutes provide a depreciation schedule based on vehicle age. The amount of revenue generated could be increased by increasing the tax rate, increasing the DMV Valuation percentage, or reducing the depreciation schedule.

2

### Financial Sustainability and Sufficiency

The current GST is about 0.7% of the value of the entire state vehicle fleet. Increasing that to 0.82% would generate \$100 million in 2021 and a net present value of \$2.129 billion through 2040 at a 4% discount rate. This mechanism increases revenue faster than road usage, reaching 81% higher by 2040.

### User equity

Value-based vehicle taxes capture revenue from users of the system, but do not correlate to system usage.

### Social equity

Vehicle value-based taxes tend to perform well along lines of social equity since lower-income households tend to own older (therefore more depreciated) vehicles and lower-value vehicles.

### Flexibility

This revenue source is not subject to constitutional restrictions on spending. Currently the vast majority is dedicated to uses other than transportation spending.

### GHG emissions

Zero-emission vehicles tend to be newer and more costly than other vehicles. Value-based taxes will result in higher tax incidence on owners and purchasers of such vehicles.

### Transparency

Although transparent, the method of calculating vehicle value can be difficult to explain, resulting in questions and complaints from customers.

### Efficiency

Assessing a vehicle value-based license fee is costlier than the fuel tax since it requires individual transactions. However, since it occurs as part of the existing vehicle registration process, the marginal cost includes transaction costs (credit card fees of about 3%).

3



# Six remaining revenue options for analysis and consideration

## Longer-term sustainable statewide revenue sources

- Distance-based charge for light-duty vehicles (RUC)
- Increase value-based rate of governmental services tax (GST) *f*

## Near-term statewide revenue sources

- Increase rate of flat per-gallon gas and diesel excise tax
- Increase the basic vehicle license fee for all vehicles
- Add inflation index to flat per-gallon excise tax rate
- Distance-based charge for EVs (RUC), with option to pay flat fee for unlimited mileage in lieu of RUC

## Better suited as local revenue sources

- Street utility fee *f*
- Cordon charge in urbanized areas
- Ride-share surcharges + *f*
- Land use impact fees +

## No longer under consideration

- Parcel delivery fee + *f*
- Add a tax on tires *f*
- Add fee based on vehicle engine type
- Land use impact fees
- Carbon tax + *f*
- Add fee based on vehicle weight
- Add fee based on vehicle fuel economy rating
- Add fee based on vehicle age
- Weight-distance-based charged for medium- and heavy-duty vehicles
- Taxes on electricity consumed by electric vehicles *f*
- Add a tax on EV batteries *f*
- Payroll tax *f*
- Value added tax on goods movement *f*
- General fund transfers *f*
- Income tax *f*

### Key:

● ● ● ● = Guiding Principles composite rating. + possible policy recommendations forthcoming *f* = flexible transportation funding

AB 413 requires the AWG to study “[t]he role of land use and smart growth strategies in reducing transportation emissions and improving system efficiency and equity.”

A

Which land-use reforms should Nevada consider?

B

What land-use reform efforts are going on in other states?

C

What would a land-use commission study and who would serve on it?

## Final report to the Legislature: Findings, Conclusions, & Recommendations

### Research & investigation

- Information and data
- Presentations and discussions at AWG meetings
- Reliability and relative importance of information deliberated
- AWG member-experts



### Findings

- Statements of fact that the AWG decides are relevant and important



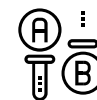
### Conclusions

- The AWG's collective interpretation and judgment related to the findings



### Recommendations

- The AWG's general consensus on a proposed response or course of action that should (or could) be taken.
- *Not all Findings and Conclusions require a recommendation!*

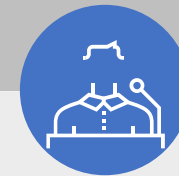


## Final report to the Legislature: remaining milestones for on-time delivery



### September 13, 2022 | AWG Meeting:

- Review findings statements (revised based on AWG feedback)
- Draft recommendations for AWG consideration
- Solicit AWG feedback on language for final report



In-person meeting,  
Las Vegas



### November 9, 2022 | FINAL AWG Meeting:

- Review, discuss, and approve Final Report and Recommendations



### December 2022 | Final Report Production and Delivery:

- Final Report edited and produced
- Formal transmittal to the Legislature by December 31, 2022



## More information:



[www.NVTransportationFuture.org](http://www.NVTransportationFuture.org)



[info@NVTransportationFuture.org](mailto:info@NVTransportationFuture.org)



**REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/16/2022

From: Bill Thomas, Executive Director

**RECOMMENDED ACTION**

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:** 9/16/2022

From: Bill Thomas, Executive Director

**RECOMMENDED ACTION**

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

**Federal Update for Regional Transportation Commission of Washoe County**  
**Prepared by Cardinal Infrastructure**  
**September 16, 2022, Board Meeting**  
**Prepared September 12, 2022**

## **Appropriations**

Congress took most of August off after passing the Inflation Reduction Act earlier in the month. Action on appropriations is expected to be limited to passage of a continuing resolution (CR) funding operation of the government through the election, November 8<sup>th</sup>. The length of the CR is in doubt until agreement can be reached between Democratic and Republican leadership in the House and Senate. Republicans are pushing for a longer CR, under the belief they will control Congress after January 3<sup>rd</sup>. Democrats hope for a short CR and a quick resolution containing their funding priorities. The most likely outcome is a final omnibus appropriations bill containing Congressional Member's spending priorities prior to the holidays in December.

Here's a look at the remaining Democrat priorities. Some provisions may be attached in a CR, but if Republicans are successful in holding up votes to achieve a "clean stopgap", then Congress will need to take those issues up in standalone votes at another time. Issues that have received some bipartisan support include:

- **Passing the electoral count act** - This would clarify the vice president's role in the vote certification process and remove the provision that allows state legislatures to override the popular vote in their states.
- **Passing a stopgap spending bill to avoid a partial government shutdown starting October 1** - This could be complicated by the levels of support garnered from both sides on the issues of more pandemic aid.
- **Passing the National Defense Authorization Act** - The House has already passed a version of this bill that would authorize \$840.2 billion in national defense spending.

Among top Democratic priorities are:

- **Getting the Respect for Marriage Act to the President's desk** - This bill, which has already passed in the House, would codify protections for same sex marriage.
- **Appointing more judges** - President Biden has already seen more judicial confirmations than recent administrations at this point in their presidency. If Democrats lose the Senate, this could become their number one priority.
- **Capping insulin costs** - establishing a \$35 ceiling on the life-preserving drug for private insurance did not survive during negotiations of the Inflation Reduction Act in August.
- **Energy permitting reform** - sought by Sen. Joe Manchin to accelerate approval for energy projects. Specifically, the Mountain Valley Pipeline in West Virginia.

## **Rail Labor Negotiations**

In July, President Joe Biden appointed a Presidential Emergency Board in hopes of averting a strike and making recommendations that railroads and labor unions could agree on. Those negotiations have not gone as well as the White House would have hoped, and rail workers will have the option to strike beginning September 16<sup>th</sup>. Two of the largest railroad unions in negotiations with railroad carriers are demanding more quality-of-life provisions be put into the contract, covering attendance policies, vacation and sick days, or they will strike. The Brotherhood of Locomotive Engineers and Trainmen and the SMART Transportation Division represent half of railroad union workers. Eight out of the 12 unions have reached tentative agreements with the railroad carriers, according to the National Carriers' Conference Committee. They did not negotiate the quality-of-life provisions.

## Infrastructure Law Implementation

U.S. Secretary of Transportation Pete Buttigieg announced that the Biden-Harris Administration awarded more than \$2.2 billion from the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program to help urban and rural communities move forward on projects that modernize roads, bridges, transit, rail, ports, and intermodal transportation and make our transportation systems safer, more accessible, more affordable, and more sustainable. This year's allocations include more than \$2.2 billion thanks to the President's Bipartisan Infrastructure Law, which provides an additional \$7.5 billion over five years for the program to help meet the strong demand to help projects get moving across the country.

## Grant Opportunities

USDOT issued a Notice of Funding Opportunity (NOFO) for the Fiscal Year 2022 (FY22) **Safe Streets and Roads for All** (SS4A) Grant Program. The purpose of the program is to support planning, infrastructure, behavioral, and operational efforts to prevent death and serious injury on roads and streets involving roadway users. There is \$1B in total program funding. There is a 20 percent nonfederal cost share requirement. **The deadline to apply is September 15, 2022.**

USDOT launched the **Reconnecting Communities Pilot** (RCP) Discretionary Grant Program, a new opportunity authorized by the *Bipartisan Infrastructure Law* (PL 117-58). The agency will award \$195 million in total program funding for Planning Grants and Capital Construction Grants to support the restoration of community connectivity through the removal, retrofit, and mitigation of transportation facilities that have created historic barriers to mobility, access, and economic development. DOT expects to award \$50 million in funding for RCP Planning Grants ranging from \$100,000 to \$2 million each. The agency will award \$145 million in funding for RCP Capital Construction Grants ranging from \$5 million to \$100 million each. **The deadline to apply is Thursday, October 13, 2022.**

## Inflation Reduction Act

On August 16, 2022, President Biden signed the Inflation Reduction Act of 2022. The newly signed law includes alternative fuel tax credits and significant new investments in climate, zero-emission technology, equity and environmental streamlining.

### The Inflation Reduction Act:

- **Extends the excise tax credits for alternative fuels, biodiesel, and renewable diesel;**
- **Extends and substantially restructures the alternative fuel vehicle property credit;**
- **Establishes a new commercial clean vehicle tax credit; and**
- **Provides significant new investments in climate, zero-emission technology, equity, and environmental review**, including \$27 billion for a Greenhouse Gas Reduction Fund; \$3.2 billion for Neighborhood Access and Equity Grants; and \$2 billion for Low-Carbon Transportation Materials Grants.

*Extends Alternative Fuel Tax Credits and Establishes New Clean Vehicle Tax Credits*

**Extends the Alternative Fuels Excise Tax Credit.** Section 13201 extends the \$0.50 per gasoline gallon equivalent excise tax credits for alternative fuels from 2021 through 2024. Public transit agencies that fuel their vehicles with compressed natural gas (CNG), liquefied natural gas (LNG), or liquefied hydrogen benefit from this tax credit. Transit agencies may file a claim for payment equal to the amount of the alternative fuel credit. The credit is first applied to the applicable excise tax liability under section 26 U.S.C. § 4041 or 26 U.S.C § 4081, and any excess credit may be taken as a payment. The provision

creates a special rule to address claims regarding excise tax credits and claims for payment for alternative fuel used during the period beginning January 1, 2022, through the date of enactment.

***Extends the Biodiesel and Renewable Diesel Excise Tax Credit.*** This section also extends the \$1.00 per gallon excise tax credits for biodiesel and renewable diesel from 2022 through 2024. Transit agencies may file a claim for payment equal to the amount of the biodiesel or renewable diesel tax credit.

***Extends and Substantially Restructures the Alternative Fuel Vehicle Refueling Property Credit.*** Section 13404 extends the alternative fuel vehicle refueling property credit from 2021 through 2032, and substantially restructures the credit. Refueling property is property for the storage or dispensing of clean-burning fuel or electricity into the vehicle fuel tank or battery. Clean-burning fuels include CNG, LNG, electricity, and hydrogen. The bill clarifies that bidirectional charging equipment is eligible property. Tax credits for refueling property used in a trade or business are part of the general business credit. Generally, in the case of refueling property sold to a tax-exempt entity, the taxpayer selling the property may claim the tax credit.

This section also substantially restructures the tax credit. Under current law, taxpayers may claim a 30 percent credit for an alternative fuel property up to \$30,000 per location. The bill provides a base credit of six percent up to \$100,000 per project. In addition, it provides a bonus credit totaling 30 percent for expenses up to \$100,000 for each project if the taxpayer satisfies Davis-Bacon prevailing wage requirements during construction of the project. In addition, under the bill, the alternative fuel property is only eligible for the credit if the property is placed in service in a low-income community (under 26 U.S.C. § 45D(e)) or rural census tract.

Under the provision, the 2021 rules of the alternative fuel vehicle refueling property credit apply in 2022. In 2023 and subsequent years, the restructured tax credit will apply.

***Establishes a new Commercial Clean Vehicle Tax Credit.*** Section 13403 creates a new tax credit for commercial clean vehicles (e.g., zero-emission buses). The amount of the credit with respect to a qualified commercial electric vehicle is equal to the lesser of 30 percent of the cost of the vehicle or the incremental cost of the vehicle. The limit of the credit is \$7,500 for a vehicle that weighs less than 14,000 pounds and \$40,000 for all other vehicles. Commercial clean vehicles include battery electric and fuel cell vehicles. This 10-year tax credit takes effect in 2023 and expires December 31, 2032. The section requires the Secretary of the Treasury to issue regulations or guidance as necessary to implement the provision.

#### *New Investments in Climate, Zero-Emission Technology, and Equity*

***Provides \$27 Billion for a new Greenhouse Gas Reduction Fund.*** Section 60103 provides \$27 billion to the Environmental Protection Agency (EPA) to establish a new Greenhouse Gas Reduction Fund. This Fund will provide capital for both a national and state “green banks” to provide financial support for zero-emission technologies and projects that reduce or avoid greenhouse gas emissions. The Fund provides \$20 billion for national green bank and \$7 billion to finance state and local green banks. Under the program, EPA will make competitive grants, loans, other financial assistance, and technical assistance available to states, municipalities, Indian tribes, and certain nonprofit organizations to enable communities, particularly low-income and disadvantaged communities, to reduce or avoid greenhouse gas emissions and deploy or benefit from zero-emission technologies. The provision requires EPA to implement the program no later than 180 days after the date of enactment of this section.

***Provides \$1 Billion for Clean Heavy-Duty Vehicles.*** Section 60101 provides \$1 billion to EPA to carry out a new Clean Heavy-Duty Vehicles program. Under the program, EPA will make grants and rebates to states, municipalities, Indian tribes, and eligible contractors to replace Class 6 or Class 7 heavy-duty

vehicles as defined in 40 CFR 1037.801 (i.e., vehicles with a gross vehicle weight between 19,501 pounds and 33,000 pounds) with zero-emission vehicles.

The grants may pay up to 100 percent of costs for:

- the incremental cost of replacing eligible vehicles with zero-emission vehicles;
- purchasing, installing, operating, and maintaining zero-emission infrastructure;
- workforce development and training for zero-emission vehicles; and
- planning and technical activities to support adoption and deployment of zero-emission vehicles.

The provision requires EPA to implement the program no later than 180 days after the date of enactment of this section.

***Provides \$3.2 Billion for Neighborhood Access and Equity Grants.*** Section 60501 provides \$3.2 billion to the Federal Highway Administration (FHWA) to establish a new Neighborhood Access and Equity Grant program. The program provides competitive grants to states, local governments, Indian tribes, public authorities with a transportation function, and metropolitan planning organizations:

- to improve walkability, safety, and affordable transportation access through construction of projects that are context-sensitive;
- to mitigate or remediate negative impacts from surface transportation facilities that create an obstacle to connectivity within a community (e.g., grade separation) or are a source of pollution or other burden to disadvantaged or underserved communities; and
- for planning and capacity building in disadvantaged or underserved communities.

The program sets aside 40 percent (\$1.2 billion) of these funds for communities that are economically disadvantaged, underserved, or located in an area of persistent poverty.

The federal share is 80 percent, except that the federal share of projects in disadvantaged or underserved communities may be up to 100 percent. These funds may not be used for projects that result in additional through travel lanes for single occupant passenger vehicles.

***Provides \$2 Billion for Low-Carbon Transportation Materials Grants.*** Section 60506 provides \$2 billion to FHWA for a new Low-Carbon Transportation Materials Grants program. On Federal-aid highway projects, FHWA may reimburse or provide incentives to states, local governments, Indian tribes, public authorities, and metropolitan planning organizations for the use of construction materials and products that have substantially lower levels of embodied greenhouse gas emissions compared to estimated industry averages. FHWA may reimburse or provide incentives payments (2 percent) for the increased incremental cost of using low-carbon materials and provide a federal share of up to 100 percent.

These reimbursements or incentives may not be used for projects that result in additional through travel lanes for single occupant passenger vehicles.

#### *New Investments in Environmental Review*

***Provides \$350 Million for Environmental Review Improvement Fund.*** Section 70007 provides \$350 million to the Federal Permitting Improvement Steering Council Environmental Review Improvement Fund to help the Council coordinate a more efficient and effective federal environmental review and permit authorization process for major infrastructure projects, including public transportation projects.

***Provides \$100 Million for FHWA Development and Review of Environmental Review Documents.*** Section 60505 provides \$100 million to facilitate the development and review of documents for the environmental review process for proposed surface transportation projects and for administrative expenses of FHWA.





**REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 9/16/2022

From: Kristina Swallow, Director of NDOT

**RECOMMENDED ACTION**

Monthly verbal update/messages from NDOT Director Kristina Swallow – *no action will be taken on this item.*