



**LOCATION:**

**WASHOE COUNTY COMMISSION CHAMBERS**  
**1001 E. 9<sup>th</sup> Street, Bldg. A, Reno**

**DATE** **October 24, 2019**  
**TIME** **8:30 a.m.**

**\*\*PLEASE NOTE SPECIAL DATE AND TIME\*\***

**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. The RTC has a standing item for accepting public input on topics relevant to the jurisdiction of the RTC. Because specific items may be taken out of order to accommodate the public and/or the Commission, public input on all items will be received under Item 2. The RTC Chairman may permit public input to be taken at the time a specific agenda item is discussed. Individuals providing public input will be limited to three minutes. Individuals acting as a spokesperson for a group may request additional time. Individuals will be expected to provide public input in a professional and constructive manner. Attempts to present public input in a disruptive manner will not be allowed. Remarks will be addressed to the Board as a whole and not to individual commissioners.

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

**\*\*ROLL CALL\*\***

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**SPECIAL RECOGNITIONS:**

- Presentation of the Nevada Strategic Safety Plan awards in recognition of the Vision Zero Truckee Meadows Initiative

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

**2. PUBLIC INPUT**

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

**3. CONSENT ITEMS**

*Minutes*

- 3.1 Approve the minutes of the September 20, 2019, meeting *(For Possible Action)*

*Engineering*

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

*Public Transportation/Operations*

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

*Planning*

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

### *Administration*

- 3.5 Acknowledge receipt of the monthly Procurement Activity Report (*For Possible Action*)
- 3.6 Authorize the RTC Executive Director to enter into agreements with the recommended senior and co-managers for December 2019 refunding of Series 2010B and 2010C fuel tax revenue bonds (*For Possible Action*)
- 3.7 Approve addition of new language to the RTC Personnel Rules to include: 1) Rest Periods 2) Meal Periods; 3) Responsibility for Time Reporting; 4) Standard Operating Hours; and 5) Flextime. Approve modification to Personnel Rule (11.2.3) Holidays – Fixed and Floating. Approve modification of RTC Management Policy P-22 Drug and Alcohol and change the name to Drug and Alcohol Free Workplace. Approve a new RTC Management Policy P-61 Social Media (*For Possible Action*)

### *Procurement and Contracts*

- 3.8 Approve the award and agreement with Brasco International Inc., for the purchase of fifty (50) passenger shelters (ten (10) shelters per year for five (5) years); total contract value not to exceed \$518,440; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.9 Approve a Professional Services Agreement (PSA) with Kimley-Horn & Associates to provide design services for the Kuenzli Street Conversion Project in an amount not to exceed \$225,414, authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.10 Authorize the procurement for the selection of Engineering Professional Services for the Design of the Sparks Boulevard Capacity Project (*For Possible Action*)
- 3.11 Approve a Professional Services Agreement (PSA) with Lumos and Associates for the 2020 Preventive Maintenance Program project for design services and construction management services in the amount of \$784,720; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.12 Approve a Professional Service Agreement with Nichols Consulting Engineers to provide data collection services, pavement condition data uploads into local agency microPaver databases and update of the Regional Transportation Commission's (RTC's) Pavement Management System in an amount not-to-exceed \$299,272; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.13 Approve the purchase of two (2) electric fixed-route buses and two (2) bus chargers utilizing the State of Georgia Fleet Vehicles procurement contract number 99999-001-SPD0000138 in the amount of \$1,969,648; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)

### *Inter-Agency Agreements*

- 3.14 Approve an Interlocal Cooperative Agreement (ICA) between RTC and the University of Nevada, Reno (UNR) Civil Engineering Department for research using Light Detection and Ranging (LiDAR) technology for the LiDAR Living Lab project in the amount of \$450,000; authorize the Executive Director to execute the agreement (*For Possible Action*)
- 3.15 Approve an Interlocal Cooperative Agreement (ICA) between the RTC and the City of Reno for additional utility conduits on Virginia Street during the construction of the Virginia Street Bus RAPID Transit (BRT) Extension Project in an amount not to exceed \$65,997, paid by the City of Reno; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)



*Resolutions of Condemnation*

- 3.16 Approve the attached Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire the full fee acquisition of the parcel known as APN 007-183-19 from Hotshots, Inc., a Nevada corporation, necessary to construct the Virginia Street Bus Rapid Transit Extension Project *(For Possible Action)*

**~END OF CONSENT AGENDA~**

**4. DIRECTOR REPORTS**

- 4.1 **RTC EXECUTIVE DIRECTOR REPORT** – *verbal report - no action required*
- 4.2 **FEDERAL REPORT** - *no action required*
- 4.3 **NDOT** Monthly updates/messages from NDOT Director Kristina Swallow – *no action required*

**5. PUBLIC TRANSPORTATION AND OPERATIONS**

- 5.1 Acknowledge receipt of the report on RTC RIDE Service Expansion Discussions; direct Staff accordingly *(For Possible Action)*
- 5.2 Receive a report on the Regional Transportation Commission's plan to demonstrate a double decker bus *(No Action Required)*

**6. ENGINEERING**

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

**7. METROPOLITAN PLANNING ORGANIZATION (MPO)**

- 7.1 Acknowledge receipt of the NDOT Spaghetti Bowl Project monthly progress report and provide input accordingly *(For Possible Action)*

**8. GENERAL ADMINISTRATION** *(For Possible Action)*

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

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

**10. MEMBER ITEMS**

**11. ADJOURNMENT***(For Possible Action)*



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 2.1**

**TO:** Regional Transportation Commission

**FROM:**



\_\_\_\_\_  
Lee G. Gibson, AICP  
Executive Director

**SUBJECT: Public Input**

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

LGG/dt

**REGIONAL TRANSPORTATION COMMISSION  
WASHOE COUNTY, NEVADA**

**FRIDAY**

**9:02 A.M.**

**September 20, 2019**

**PRESENT:**

**Bob Lucey, Washoe County Commissioner, Chairman  
Neoma Jardon, Reno City Council Member, Vice Chair  
Oscar Delgado, Reno City Council Member  
Ron Smith, Sparks City Council Member**

**Lee G. Gibson, RTC Executive Director  
Dale Ferguson, Legal Counsel  
Kristina Swallow, Director of NDOT**

**NOT PRESENT:**

**Vaughn Hartung, Washoe County Commissioner**

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

***Item 1 APPROVAL OF AGENDA***

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

***Item 2.1 PUBLIC INPUT***

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

Mr. Daniel Griffith, local resident, owns a house on Butler Street and has concerns about the Spaghetti Bowl improvements having a significant impact on his home. He also mentioned that he had not heard anything about it until News 4 came around to talk to the residents. Lastly, Mr. Griffith asked about several other improvements that are supposed to be made near his home. Chairman Lucey told Mr. Griffith that the members are not allowed to engage in conversation during public comment, but that RTC staff would be able to follow up with him.

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

***Item 2.2 ADVISORY COMMITTEES SUMMARY REPORT***

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

**Item 3.1 thru 3.17 CONSENT ITEMS**

Vice Chair Jardon requested that Item 3.10 be pulled for discussion.

***Minutes***

**3.1 Approve the minutes of the August 16, 2019, meeting (*For Possible Action*)**

***Engineering***

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

***Public Transportation/Operations***

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

***Planning***

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

**3.5 Approve the recommended appointment and alternate appointments to the Citizens Multimodal Advisory Committee (CMAC):**

- **Jillian Keller (Term through June 2022)**
- **Mike Soszynski (Alternate)**
- **Mauricio Urias (Alternate)**

***Administration***

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

**3.7 Approve amendments to RTC Management Policy P-13 – Procurement, Contracting and Contract Administration, effective October 1, 2019 (*For Possible Action*)**

***Procurement and Contracts***

**3.8 Approve an amendment to the existing Task Order #1 under the Master Services Agreement with CA Group, Inc. for design services related to the Bus Stop Improvement and Connectivity Program 19-01 Project in the amount of \$76,440 for a new not-to-exceed amount for \$518,145, and an amendment to the Master services Agreement to reflect the increased not-to-exceed amount; authorize the RTC Executive Director to execute the amendments (*For Possible Action*)**

**3.9 Approve Task Order #2 under the Master Services Agreement with CA Group, Inc. for design services and optional engineering during construction for the Bus Stop Improvement and Connectivity Program for the 2020 construction season in an amount not-to-exceed \$580,865 and an amendment to the Master Services Agreement to reflect the increased not-to-exceed amount; authorize the RTC Executive Director to execute the task order and amendment (*For Possible Action*)**



- 3.10 Approve a Professional Services Agreement (PSA) with Headway Transportation, LLC, to provide preliminary traffic operations analysis for the Center Street Cycle Track Project in an amount not-to-exceed \$95,950; authorize the RTC Executive Director to execute the agreement (*For Possible Action*) – *Pulled for discussion*
- 3.11 Approve a Professional Services Agreement (PSA) with Jacobs Engineering Group, Inc. (“Jacobs”) as the selected firm to provide Engineering Professional Services for the Lemmon Drive Capacity Project in an amount not to exceed \$2,661,932; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.12 Approve a Professional Services Agreement (PSA) with Nichols Consulting Engineers, CHTD (“NCE”) to provide design services and optional engineering during construction for the Reno Consolidated 20-01 – Mayberry Drive, California Avenue, and First Street Project in an amount not to exceed \$913,830; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.13 Approve a Professional Services Agreement (PSA) with Westwood Professional Services, Inc. (“WPS”) to provide design services and optional engineering during construction for the TE Spot 9 – Package 1 Project in an amount not to exceed \$250,102; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.14 Approve a Professional Services Agreement (PSA) with Kimley-Horn & Associates to provide design services and engineering during construction for the TE Spot 9 – Package 2 Project in an amount not to exceed \$273,718, authorize the RTC Executive Director to execute the agreement (*For Possible Action*)
- 3.15 Approve the award and agreement with Trane US Inc. to provide heating, ventilation, and air conditioning (HVAC) preventive maintenance services, for a term of two years with three, one-year renewal options; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)

#### *Inter-Agency Agreements*

- 3.16 Approve a Cooperative Highway Agreement with the Nevada Department of Transportation (NDOT) for the final plans, specifications and costs estimates for Phase 1 of the Pyramid Highway/US 395 Connector Project (Phase 1) in the amount of \$1,500,000; authorize the RTC Executive Director to execute the agreement (*For Possible Action*)

#### *Resolutions of Condemnation*

- 3.17 Approve a Resolution of Condemnation authorizing RTC’s legal counsel to commence condemnation proceedings to acquire the full fee acquisition of the parcel known as APN 007-183-13 from JRK Investments, LLC, a Nevada limited liability company, necessary to construct the Virginia Street Bus Rapid Transit Extension Project (*For Possible Action*)

On motion of Mayor Smith, seconded by Vice Chair Jardon, which motion carried unanimously, Chairman Lucey ordered that Consent Items 3.1 through 3.17 be approved, excluding Item 3.10 which was pulled for discussion.

**3.10 Approve a Professional Services Agreement (PSA) with Headway Transportation, LLC, to provide preliminary traffic operations analysis for the Center Street Cycle Track Project in an amount not-to-exceed \$95,950; authorize the RTC Executive Director to execute the agreement (*For Possible Action*) – *Pulled for discussion***

*On discussion:* Vice Chair Jardon asked if Complete Street improvements on Sierra are also planned.

Mr. Brian Stewart, RTC Director of Engineering, responded that Sierra Street is not part of this agenda but staff is looking at alternatives for that street, including adding a bike lane, without effecting capacity; therefore, the lanes would stay as they are but would be narrower.

Vice Chair Jardon asked if street parking will be removed on Sierra Street when there is already some parking being removed from Center Street for the bicycle track project.

Mr. Stewart said the design is to keep all capacity and parking on Sierra Street as it is currently.

On motion of Vice Chair Jardon, seconded by Mayor Smith, which motion carried unanimously, Chairman Lucey ordered that Consent Item 3.10 be approved.

***Item 4 PUBLIC HEARINGS***

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

Discussion and recommendation to approve the resolution adopting the Federal Fiscal Year (FFY) 2020-2024 Regional Transportation Improvement Program (RTIP) and the Self Certification for the metropolitan transportation planning process

1. Staff presentation
2. Public input
3. Approve the resolution adopting the Federal Fiscal Year (FFY) 2020-2024 Regional Transportation Improvement Program (RTIP) and the Self Certification for the metropolitan transportation planning process (*For Possible Action*)

Ms. Amy Cummings, RTC Deputy Executive Director, addressed the Board to give a presentation on the 5-year document which programs both federal and local funds for major projects. She said there was a 21-day public comment period as is required and only one comment was received.

Ms. Joanna Trieger submitted a letter in support of this item and suggests adding more buffered bike lanes where there currently are none, along with other ideas that were included in her letter and submitted for the record. Staff responded to Ms. Trieger and that response was also provided for the record.

Ms. Cummings continued, saying that, generally speaking, projects from the RTC's previous RTIP are being carried forward with the exception of completed projects which were removed. She then reviewed the additional projects that were included. Some of the projects that had been in design have been advanced for construction over the next five years, including Lemmon Drive, Sun Valley Blvd, Sparks Blvd., and Pyramid Highway. Also included is funding to purchase

specialized maintenance equipment for the multi-use paths because the local jurisdictions do not currently have the required equipment to maintain them. The Sky Vista Pkwy. widening is included as is the NEPA phase of the Keystone Avenue improvements which were in a previous corridor study. Additionally, there are bus stop ADA signage markers, the US 395/Parr/Dandini interchange improvements (requested by NDOT), regional traffic calming improvements, and the BRT station improvements northbound at Parklane Mall and northbound at the Peppermill. Lastly, staff is going to look into moving the transfer station at Meadowood Mall to another location on the Mall property.

Both the Citizens Multimodal Advisory Committee and the Technical Advisory Committee recommended the RTIP for approval.

This item being a public hearing, Chairman Lucey opened the meeting to public input and called on anyone wishing to speak.

Mr. Daniel Inouye, local resident and acting director for the Washoe County Health District, Air Quality Management Division, addressed the Board in support of the RTIP because it includes many transportation plans to reduce vehicle miles traveled and has a direct effect on the federal ozone standard.

Ms. Dora Martinez, local resident, addressed the Board in support of the RTIP. She also requested that the drivers announce what route they are when pulling into 4<sup>th</sup> STREET STATION as she is visually impaired and it can be difficult to find the bus she needs. Ms. Martinez is also in support of the tactile markers on the signage as it would be very helpful when a route is changed due to construction. Lastly, Ms. Martinez mentioned again that some people are allowing their service dogs to get on the bus with no leash and it can be distracting to the other service animals. She suggests the RTC create a policy stating that dogs must be on a leash to board. She then thanked staff for the automatic bus stop announcements.

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

Mayor Smith asked if the City of Sparks was aware of the fact that the RTC was purchasing the specialized equipment asked if it will be turned over to the City to use for their maintenance.

Ms. Cummings said the City staff is aware of the purchase and there will be an agreement for Sparks to use the equipment for the specialized maintenance areas.

On motion of Mayor Smith, seconded by Chairman Lucey, which motion carried unanimously, Chairman Lucey ordered that the resolution adopting the Federal Fiscal Year (FFY) 2020-2024 Regional Transportation Improvement Program (RTIP) and the Self Certification for the metropolitan transportation planning process be approved.

Ms. Cummings then recognized Mr. Dan Doenges, RTC Planning Manager, who was the lead in coordinating and developing this plan, working extensively with the staffs of all of the jurisdictions and partner agencies.

*(A full copy of this presentation may be obtained by contacting Denise Thompson - [dthompson@rtcwashoe.com](mailto:dthompson@rtcwashoe.com))*



## ***Item 5.1 thru 5.3 DIRECTOR REPORTS***

### **5.1 RTC Executive Director Report**

RTC Executive Director (E.D.) Lee Gibson spoke briefly on the following topics, some of which were upcoming at the time of this meeting:

1. On July 1<sup>st</sup> the UNR and TMCC EDpass program was launched. This enables students, faculty and staff to use their school issued ID as a transit pass. In August, UNR ridership was 5,218 and TMCC ridership was 4,806 (August 2018 ridership was 955).
2. A study conducted by Wallet Hub has ranked Reno's public transit system eighth in the nation for best public transportation network. Reno was also rated number one in the nation for public transit resources.

Reno also ranked number one in the nation for public transit resources, which was determined based on route miles, number of buses operating in the service area, and the average lifetime miles per vehicle.

3. The FTA issued a Notice of Funding Opportunity (NOFO) for Transit Oriented Development Planning Grants, so the RTC will work with the local entities to determine potential interest.
4. RTC's SouthEast Connector (SEC) Project recently received national recognition. The National American Public Works Association awarded the SEC as Project of the Year for transportation projects over \$75 million. The award was then presented by Lonnie Johnson from American Public Works Association, Nevada Chapter.

### **5.2 RTC Federal Report**

A written update is available in the staff report materials for this item and E.D. Gibson mentioned that the Senate Majority Leader, Mitch McConnell, is helping to move an appropriations bill before September 30<sup>th</sup>.

The budget and debt issue continues, but the president did sign an agreement that prevents cuts in non-defense discretionary spending, which would have cut approximately \$54 billion.

K. Jane Williams has been very complimentary of the RTC and its staff, and is pleased that we've been able to complete two Capital Investment Grant (CIG) projects while staying on schedule and on budget and delivering the projects within the scope limits provided in the agreements executed with them. More often than not, there are schedule delays and cost overruns in these type of projects, so her recognition meant that much more.



Chairman Lucey added that he had also travelled to Washington DC with the team to participate in the meetings with the Department of Transportation and the FTA. He said the one thing that K. Jane Williams seemed to hone in on was Lee Gibson and his efforts to continue to lead a strong team and compile professionals and leaders in the transportation industry to bring these projects to fruition.

K. Jane said they knew all about Washoe RTC and what they have done.

Chairman Lucey expressed what a monumental accolade that is and it makes him very proud to be a member of the commission.

### **5.3 NDOT Director Report**

NDOT Director Kristina Swallow said she had been talking about their safety record across the state at the Transportation Board meetings and would like to do that with the RTCs as well. She then gave a short presentation which showed that in the state as a whole, fatalities on Nevada roadways have decreased from 226 in 2018 to 172, to date, in 2019. Unfortunately, pedestrian fatalities in Washoe County have doubled as compared to 2018.

Director Swallow then discussed revenues and expenses to date for the state. Revenues mostly come in from gas and diesel state and federal taxes. The average percentage of expenditures over the past 10 year period, by county, is Clark County 54%, Washoe County 18%, Other counties 27%.

Next, Dir. Swallow discussed the 2020 Annual Work Program (AWP), which was approved at the August Transportation Board meeting, and related distribution of funds. She then mentioned some of the projects which determined that distribution along with projects included in future work programs for the next three years.

Lastly, she explained how the annual work program actually works and offered to answer any questions.

Mayor Smith asked for an update on a crosswalk at Pyramid and Holden.

Dir. Swallow said she would have to get an update for him and didn't have it at this time.

Chairman Lucey asked how funding distribution for a project is determined and are shovel ready projects a consideration. He would also like to know why proposed projects are included in the calculations.

Dir. Swallow said the planned projects should actually be completed in the year the funding is planned in the AWP and it makes a difference in future budgeting.

Chairman Lucey would like to make sure projects that effect more than one county should be recognized as well.

Dir. Swallow responded that the One Nevada Transportation Plan looks at statewide needs so allocations can be based upon those needs that are higher on the list and have more urgency.

Chairman Lucey also brought up improvements to highway 431 as a reminder of those needs. And on behalf of Commissioner Hartung, who was not in attendance, the Pyramid/Calle de la Plata issues, the lights out there and the speed limits. He asked if a follow-up report could be brought to the next meeting on those projects.

Vice Chair Jardon asked what the Director's vision is for the One Nevada Transportation Plan.

Dir. Swallow said she really doesn't know specifics, but said the starting point will be completely data driven. Once that part is completed, NDOT will work with the counties and their local entities and RTCs to narrow down the priorities for each region.

Chairman Lucey said that the needed improvements to highway 431 don't meet the criteria as he's told by the local entities. However, there have been several deadly accidents on that highway in the recent past and believes that consideration of "reasonable" projects should be at the table and not just data.

*(A full copy of this presentation may be obtained by contacting Denise Thompson - [dthompson@rtcwashoe.com](mailto:dthompson@rtcwashoe.com))*

#### **Item 6 PUBLIC TRANSPORTATION AND OPERATIONS**

6.1 Acknowledge receipt of the report on RTC RIDE Service Expansion Discussions; direct Staff accordingly *(For Possible Action)*

Mr. Mark Maloney, RTC Director of Public Transportation and Operations, addressed the Board to discuss service expansion and passenger needs as requested by Mayor Smith.

Chairman Lucey interrupted to say that he believes Commissioner Hartung should in attendance for this presentation and suggested that Item 6.1 be held over to the next meeting.

On motion of Vice Chair Jardon, seconded by Mayor Smith, which motion carried unanimously, Chairman Lucey ordered Item 6.1 be held over to the October 24, 2019, meeting..

#### **Item 7 ENGINEERING**

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

Mr. Jeff Wilbrecht, RTC Project Manager, addressed the Board to provide a presentation update on the Virginia Street Bus Rapid Transit (BRT) project. He said a lot of progress has been made over the past month and reviewed specifics about preparation for paving, median work and said by the end of October or early November, the section between Mt. Rose and Plumb Lane will be significantly complete and open to traffic. They will progress north after that.

Mr. Wilbrecht continued, saying that if you haven't seen some of the side street work, you should go take a look at it because it's a good representation of what Virginia Street will ultimately look like. There is one last side street to be completed in this first phase of the project. He added that the project is on schedule and the federal grant is in the 10-day congressional review period and should be signed very soon. Upon completion of his presentation, he offered to answer any questions.

Commissioner Delgado thanked staff for being so willing to answer anyone's questions and he's hearing nothing but good things from the public in that area.

On motion of Mayor Smith, seconded by Commissioner Delgado, which motion carried unanimously, Chairman Lucey ordered that receipt of the report be acknowledged.

*(A full copy of this presentation may be obtained by contacting Denise Thompson - [dthompson@rtcwashoe.com](mailto:dthompson@rtcwashoe.com))*

### **Item 8        MPO**

8.1    Acknowledge receipt of the NDOT Spaghetti Bowl Project monthly progress report and provide input accordingly *(For Possible Action)*

Ms. Jenica Keller, NDOT Project Manager, addressed the Board to provide a presentation update on the Spaghetti Bowl Express projects. She began by saying they had received approval from Union Pacific Railroad for the Design A submittal (30% design) and the next step is the Design B submittal (60% design) to the railroad. It is anticipated to be submitted by spring of 2020.

She added that local approval of the 408 permit for work in and around the Truckee River has been submitted to the US Army Corps of Engineers. Also, staff has been meeting with the various utilities for schedule coordination.

A Relocation Feasibility Study has been initiated for the Reno Housing Authority. The department will study options to provide housing for displaced persons residing at Mineral Manor. This study should be completed by June 2020.

Ms. Keller stressed that the NDOT staff has not stopped the forward progress of the Spaghetti Bowl Express project and it is ongoing. They have received an unsolicited proposal to design and build this project and currently, NDOT has a team of both internal and external technical experts reviewing the proposal. A recommendation is anticipated to be made at the Transportation Board in December and updates will continue for the RTC. She also mentioned the various steps that are required for an unsolicited proposal. Upon conclusion, she offered to answer any questions.

Vice Chair Jardon mentioned the previously proposed temporary, interim safety improvements, such as variable speed indicators based upon the traffic load. She said those temporary improvements had been pulled from the project as the project was progressing quickly. She then asked if those suggestions would be considered again now that the project is on a delay.



Ms. Keller said she was not aware of an discussion about it going on but will look into it and bring that information to the next meeting.

Commissioner Delgado thanked NDOT and their staff for notifying residents who will be directly affected by the project. He appreciates the professionalism and in person contact.

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

*(A full copy of this presentation may be obtained by contacting Denise Thompson - [dthompson@rtcwashoe.com](mailto:dthompson@rtcwashoe.com))*

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

Legal Counsel Dale Ferguson said he had items he wished to communicate with the Board in a non-meeting immediately following the October 24, 2019, meeting.

#### **Item 10 PUBLIC INPUT**

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

Mr. Carlos Elizondo, local resident, addressed the Board to mention rudeness of RIDE drivers, that people are hanging around the transit center (4SS), and that there are too many buses on Virginia Street, one right behind the other.

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

#### **Item 11 MEMBER ITEMS**

Commissioner Delgado requested information pertaining to the Desert Skies Middle School and the Family Resource Center which has been moved into that school. There is currently no direct access via transit at this time, so if there is an opportunity for the RTC to work with the school district to get something put together for them, he thinks it would be a good idea.

Chairman Lucey mentioned the roundabout at the bottom of Geiger Grade at Veterans Pkwy. to NDOT Director Swallow, and specifically, the multiple family housing that is going in right next to it. There are concerns about the traffic load onto that roundabout and residents would like to know if the needed improvements will be made.

Chairman Lucey also told Dir. Swallow about how the Virginia Street exit on I-580 northbound, just north of the South Meadows interchange, backs up onto the freeway all the way back to the South Meadows on-ramp. He asked if any improvements will be made for that issue because currently, the exit ends at a stop sign which causes the backup, so Chairman Lucey believes a stoplight should be installed to replace the stop sign to keep the flow of traffic moving.

The chairman then requested that an item be brought to a future meeting pertaining to Arrow Creek Pkwy. and the multi-family units being installed. He would like to know the timeline for improvements from South Virginia up to Thomas Creek in conjunction with the signalization of that intersection that the school district has mandated.

**Item 12      ADJOURNMENT**

There being no further business to come before the Board, the meeting adjourned at 10:15 a.m.

---

BOB LUCEY, Chairman  
Regional Transportation Commission



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 3.2**

**TO:** Regional Transportation Commission

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



Lee G. Gibson, AICP  
Executive Director

**SUBJECT: RTC Engineering Activity Report**

**RECOMMENDATION**

Acknowledge receipt of the monthly Engineering Activity Report.

**BICYCLE AND PEDESTRIAN IMPROVEMENTS**

Bus Stop Improvement and Connectivity Program

The program is a multi-year effort to upgrade existing bus stops to comply with state and federal requirements, including the Americans with Disabilities Act (ADA). Design of the first phase is near completion with construction anticipated to begin later this year. Following approval of an amendment by the RTC Board that occurred last month, the design consultant, CA Group, Inc. has been authorized to begin design on the second phase of the project. A progress report presentation was provided at the August Board Meeting.

Center Street Cycle Track Project

The PSA with Headway Transportation was approved at the September Board Meeting. The scope of services for additional Traffic Analysis of the proposed alternative, which includes a two-way cycle track along Center Street from Cheney to 9<sup>th</sup> Street, is underway. Results are expected by the end of December 2019.

Keystone Avenue at California Avenue

The project was completed and opened to traffic before the first day of school. Wood Rodgers designed the project. Sierra Nevada Construction Company performed the construction that began on June 10, 2019. Warranties are in place and project close out continues. We are waiting on signal poles by which delivery was delayed due to Midwest flooding. After the install of the new signal poles, the project will be complete.

Mill Street (I-580 to McCarran Boulevard)

The scope of this project is to design and construct various complete street improvements along Mill Street from Terminal Way to McCarran Boulevard, as identified in the RTC Complete Streets Masterplan completed in July 2016, and the Mill/Terminal corridor study completed in March



2013. The emphasis of this project is to assess and identify improvements for pedestrians, bicyclists, and transit riders as well as motorists. Deficiencies in pedestrian access related to Charter Schools and AACT High School in the area as well as a number of ADA deficient bus stops have been addressed. Preliminary design is complete and 90% plan comments have been received from the agencies. The project will be split into three phases based on the estimated cost of construction. Phase 1 will be on the south side of Mill Street from Terminal to Rock Boulevard, Phase 2 will be on the south side of Mill Street from Rock to McCarran, and Phase 3 will include the north side of Mill Street from Terminal to McCarran. Right-of-way impacts have been identified and the right-of-way process for Phase 1 is beginning. It is anticipated the three phases will be constructed consecutively over a 5-year timeframe.

### **CAPACITY/CONGESTION RELIEF PROJECTS**

#### **ITS Pilot Project, Design of Phase 2 ITS Connectivity**

This pilot project will connect traffic signal systems of the City of Reno, the City of Sparks, Washoe County, and NDOT through fiber optic communication lines. This project also includes design of Phase 2A and 2B, which will expand communication to outlying signal systems and install ITS devices to monitor and remotely adjust traffic signals to respond to special events, changing traffic conditions, provide information to drivers and traffic incidents. Construction of the Pilot Project is complete. The ITS Phase 2A Project is complete. Phase 2B has been awarded to PAR Electrical Contractors, Inc. with construction scheduled for fall 2019.

#### **Lemmon Drive Project**

The project includes widening Lemmon Drive from US 395 to Military Road from four lanes to six lanes and widening Lemmon Drive from Fleetwood Drive to Chickadee Drive from two lanes to four lanes. At the September 20, 2019, Board meeting a Professional Services Agreement (PSA) was awarded to Jacobs Engineering Group, Inc., for engineering services. Existing conditions investigation is ongoing and will be completed by the end of the year. The RTC is working closely with Washoe County and the City of Reno to coordinate nearby regional improvements.

#### **North Valleys Improvements**

Package 3 will include installation of a new traffic signal at the Lemmon Drive/North Virginia Street intersection. Bids opened on May 9, 2019, with Sierra Nevada Construction awarded the contract. Underground work is complete with signal equipment scheduled to arrive mid November 2019.

Package 3B is currently at 90% design. Package 3B includes adding capacity to the right turn lane at North Virginia Street/Business 395. This project also includes improvements to two bus stop pads located within the project area, and associated access and drainage improvements. Construction of this package is tentatively scheduled for spring of 2020.

### Pyramid and McCarran Intersection Improvement

The project is complete. RTC staff and consultants continue to work through final warranty items with the contractor and the City of Sparks. NDOT has provided relief of maintenance to Granite Construction and taken over maintenance responsibilities. The irrigation issues have been resolved and the Plant Establishment period ended on July 31, 2019. Final project closeout activities are underway. A dedication plaque to Senator Debbie Smith as a champion of the project was installed on one of the pyramid monuments on the northeast corner of the intersection.

### Sparks Boulevard Project

The project seeks to increase safety, maintain roadway capacity, and improve bicycle and pedestrian facilities by widening Sparks Boulevard to six (6) lanes between Greg Street and Baring Boulevard. The procurement for the selection of engineering professional services is under consideration for RTC Board Approval.

### Traffic Signal Coordination 5 Project

Following a three year cycle schedule, the project includes review and timing optimization of approximately one-third (1/3) of the signals in the region per year. For 2018, 92 intersections were re-timed. For 2019, nine corridors, roughly 230 intersections will have new timing implemented. Timing plans are developed in coordination with RTC/UNR. In the process, re-evaluation of the clearance intervals and pedestrian crossing times are calculated at each intersection to make sure it is up to current standards.

#### Process for signal retiming

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

#### Completed Corridors (256 signals as of October 2019)

1. Wells Avenue – (Ryland Street to E. 9<sup>th</sup> Street)
2. Vista Boulevard – (Eastbound I-80 Off/On Ramps to S. Los Altos Parkway)
3. Sparks Boulevard – (Eastbound I-80 Off/On Ramps to Los Altos Parkway)
4. N. McCarran Boulevard/Clear Acre Lane – (Sutro Street to Sullivan/N. McCarran Boulevard to Scottsdale)
5. Pyramid Highway (Disc Dr. to Lazy 5)
6. Kietzke Ln/Mill Street – (Peckham Lane to Glendale Avenue/Kietzke Lane to Terminal Way)
7. W. McCarran Boulevard/Mae Anne – (Plumb Lane to W. 7<sup>th</sup> Street/W. McCarran to Sierra Highlands)
8. S. McCarran/Kietzke Lane/Virginia Street
  - a. On McCarran Blvd - Greensboro Drive to Mill Street
  - b. On Virginia St. – Kietzke Ln to S. McCarran Blvd
  - c. On Kietzke Ln. – S. Virginia St. to Sierra Rose Dr.
  - d. On Longley Ln – Peckham Ln to S. McCarran Blvd.



9. Pyramid Way
  - a. I-80 to Sparks Blvd including two intersections of McCarran Boulevard at Rock Boulevard & 4<sup>th</sup> Street
10. Downtown Reno (45 signals)
11. Keystone Ave (6 Signals) – W. 7<sup>th</sup> St. to W. 1<sup>st</sup> St.
12. Damonte Ranch (7 signals) – Zolezzi Ln to Double R Blvd, and Double R Blvd at Double Diamond
13. Rock Blvd (9 signals) – Greg St to Prater Way
14. Sun Valley Blvd (6 Signals) – Dandini to 7<sup>th</sup> Ave
15. Sparks Isolated Intersections (33 Signals) – Various Signals
16. Prater Way – Galletti Way to 15<sup>th</sup> St (6 Signals)
17. Damonte Ranch/Steamboat – (4 Signals)
18. South Meadows Pkwy (5 signals) – Virginia St to Double R – New Timing Implementation Mid-June
19. California/Keystone (3 signals) – California Ave – Keystone Ave to Booth St, including Booth St/Foster St.
20. E McCarran Blvd (12 Signals) – Probasco to Greg St

Progress as of Mid-June 2019

- Sutro St (9 Signals) – New Timing implementation/fine-tune Late October
- S. Virginia St (19 Signals) – New Timing under fine-tune & final observations through October.

Traffic Engineering (TE) Spot 8 – Package 1 Project

The project awarded to Titan Electrical Contracting. Construction will begin in fall 2019.

The scope of this project includes:

Flashing Yellow Arrow – East/West

Keystone Avenue at 7<sup>th</sup> Street  
East Lincoln Way at Marina Gateway Drive  
Mill Street at Kirman Avenue

Flashing Yellow Arrow – North/South

McCarran Boulevard at Neil Road

Battery Back-Up Systems

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

Traffic Signal

Evans Avenue at Enterprise Road

#### Traffic Engineering (TE) Spot 8 – Package 2 Project

The project includes a new traffic signal at the intersection of Red Rock Road and Silver Lake Road and capacity improvements at the North McCarran Boulevard and U.S. 395 Interchange. The project opened bids on June 5, 2019, and Titan Electric is the apparent low bidder. A pre-construction meeting was held on July 24, 2019. Due to issues obtaining NDOT permits, construction of this project is slated to take place in spring 2020

#### Traffic Engineering (TE) Spot 9 – Package 1 Project

The project includes:

- Traffic signal at the intersection of Sharlands Avenue and Mae Anne Avenue;
- Battery backup systems for signalized intersections on Sun Valley Drive from Scottsdale Road to 7<sup>th</sup> Street;
- Minor striping improvements to improve traffic flow at Pyramid Way at York Way; and
- Traffic study with potential improvement to southbound right turn lane at the intersection of Vista Boulevard and Baring Boulevard.

Design is scheduled for fall/winter 2019 with construction in late spring 2020.

#### Traffic Engineering (TE) Spot 9 – Package 2 Project

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

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

Kimley-Horn & Associates is the design consultants for this project. A kick-off meeting was held on October 14, 2019. Design will go through fall/winter 2019 with construction in the summer of 2020.

### **CORRIDOR IMPROVEMENT PROJECTS**

#### Arlington Bridges at Truckee River

The crossing of the Truckee River at Arlington Avenue has served the community of Reno and provided access to Wingfield Park for nearly a century. The bridges are showing signs of wear resulting from the variety of modifications over the years, their age, and the repeated exposure to flood events.

A feasibility and alternatives analysis has been initiated to determine options for the rehabilitation or replacement of the two Arlington Avenue Bridges to ensure continued public safety, to meet the needs of the community, and to provide the necessary flood conveyance for the Truckee River. This feasibility study will analyze the pedestrian access to the park and river, identify design and environmental constraints including traffic and flooding, and develop specific bridge concepts and aesthetic themes. To assist with the development and review of alternatives and concepts, the RTC will be conducting agency, stakeholder, and public outreach through one-on-one and at community public meetings.

Public outreach activities continue in preparation for our first Public Meeting, tentatively scheduled for November 2019. A presentation was given to the RTC Board on May 20, 2019. The RTC and its consultant, Jacobs are planning to present the process and approach to the City of Reno Council at a meeting later this year.

#### Oddie Boulevard/Wells Avenue Improvement Project

Sixty percent (60%) design plan submission to the cities of Reno and Sparks is scheduled for the end of October. A Public Meeting will be scheduled in November or December 2019. At the August 26, 2019, City of Reno Council Meeting, Reno Council supported staff recommendations regarding raised cycle track, the multi-use path, landscaping concepts, lighting, fencing and removal of the existing pedestrian bridge. RTC is working with UNR (Agricultural Farms between I-80 and Sadlier) to obtain an easement to accommodate the proposed 10-foot wide multi-use path.

#### Pyramid Highway and US 395 Connection

The RTC and NDOT have entered into an agreement for design of Phase 1 of the project that includes capacity and multimodal improvements on Pyramid from Queen Way to Golden View Drive. NDOT has begun preliminary design activities. Design is anticipated to be complete in 2022. Construction of Phase 1 could begin in 2023. The RTC, with support from NDOT, completed and submitted a BUILD Grant application to the Department of Transportation seeking up to \$25 million for construction of Phase 1. Design and construction of the overall project is phased over approximately 20 years. The current estimated cost of the overall project is \$800 million and will relieve congestion on the Pyramid Highway, McCarran Boulevard and other regional roads and provide connectivity between the North Valleys, Sun Valley and Spanish Springs.

#### Sun Valley Boulevard Corridor Improvement Project

Thirty percent (30%) design for the Washoe County section between 7<sup>th</sup> Avenue and Highland Ranch Parkway was submitted at the end of June 2019. Inadequate drainage systems to handle existing storm water flow is presenting project challenges along the NDOT portion of this project between El Rancho and 7<sup>th</sup> Avenue. Discussion for a possible partnership with NDOT and Washoe County is occurring in order to address existing the drainage issues and the project design. Maintenance of the proposed new facilities may also present challenges to Washoe County, NDOT, and Sun Valley General Improvement District (GID).

#### Truckee River Shared Use Path Project

The proposed pathway will start at John Champion Memorial Park and continue along the south side of the Truckee River. The existing pathway in this segment of the river currently crosses to the north side of the river at the park as it continues eastward. The proposed pathway will be about 2,400 lineal feet in length, continuing below Interstate 580 (I-580) to meet up with the existing pathway located near the Walmart east of I-580. This project was included in the fiscal year (FY) 2017 Program of Projects. The design portion of this project is funded through federal funds and includes oversight by NDOT through a Local Public Agency (LPA) agreement.

Thirty percent design plans have been reviewed and work continues on the environmental documentation that is required for the project including a 408 permit that is required.



### Virginia Street RAPID Extension

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

## **PAVEMENT PRESERVATION PROJECTS**

### 2018 and 2019 Preventive Maintenance (Various Locations)

Both the 2018 and 2019 Preventive Maintenance Programs are now substantially complete. Between the two projects, approximately 300 lane miles of roads were microsurfaced including major roadways such as Vista Boulevard, Veterans Parkway, and Eagle Canyon. The Plumb Lane road diet from Arlington to Ferris was completed in mid-September and is functioning as intended. Punch list and crack sealing activities will continue through October.

### Reno Consolidated 19-01- Sutro Street, 1<sup>st</sup> Street, Lake Street, and State Street Project

The project includes rehabilitation/reconstruction of the following street segments: Sutro Street from Commercial Row to 4<sup>th</sup> Street and from McCarran Boulevard to 1,400' north, 1<sup>st</sup> Street from Center to Lake, Lake Street Truckee River Bridge, and State Street from Virginia to Sinclair Street. Lake Street and 1<sup>st</sup> Street construction is complete and construction has begun on Sutro Street.

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

Construction started on August 5, 2019, and will be complete by mid-November 2019. Q&D Construction was awarded the construction contract on July 10, 2019. Staff has been meeting with business owners and communicating the traffic control plans to the traveling public. Upon completion, North Hill Boulevard will be entirely reconstructed and new sidewalks will be in place on both sides of the road.

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

The Professional Services Agreement for design and engineering during construction was awarded to Eastern Sierra Engineering (ESE). The project includes rehabilitation/reconstruction of the following street segments: Sierra Highlands Drive from the NDOT right-of-way on McCarran Boulevard to Idlebury Way; Colbert Drive from Longley Lane to 300 feet northwest of Longley Lane; Hammill Lane from Kietzke Lane to the eastern terminus; Ralston Street from University Terrace to Eleventh Street; and Ohm Place from Mill Street to 500 feet south. Construction is in different stages of completion on several of the streets listed above. Construction should be complete on all streets by mid-November.

### Sparks Consolidated 19-01 – 15<sup>th</sup> Street, Franklin Way, Hulda Court, and El Rancho Sidewalk Project

The project includes rehabilitation/reconstruction of the following street segments: 15<sup>th</sup> Street from C Street to Prater Way, Franklin Way from the Rail Road crossing to East Greg Street, Hulda Court, and sidewalk improvements on El Rancho Drive from G Street to Oddie Boulevard. Construction on all streets listed above is substantially complete and the streets are open to traffic.

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

The project includes rehabilitation/reconstruction of the following street segments: Mayberry Drive from Memory Lane to California Avenue, California Avenue from Westfield Avenue to Booth Street, and First Street from Arlington Avenue to Virginia Street. A Professional Services Agreement with Nichols Consulting Engineers (NCE) to provide design services and engineering during construction was approved during the September 20, 2019, RTC Board meeting. NCE has received authorization to begin design. Construction is anticipated to occur in 2021.

**Golden Valley Road Rehab Project**

The project includes rehabilitation/reconstruction of Golden Valley Road from Yorkshire Drive to North Virginia Street. Lumos & Associates is the consultant for Design and Engineering During Construction services. Preliminary design is underway. Final Design is anticipated to be complete by spring 2020. Construction is scheduled for next summer.

**Greg Street Rehab Project**

The project includes corrective maintenance of Greg Street from McCarran Boulevard to the Union Pacific Railroad Tracks. Wood Rodgers is the consultant for Design and Engineering During Construction. Final Design is anticipated to be complete by spring 2020. Construction is scheduled for early June 2020 with a scheduled completion in mid-August 2020.

**Lakeside Drive Rehab Project**

The project includes rehabilitation/reconstruction of Lakeside Drive from Evans Creek to McCarran Boulevard. Eastern Sierra Engineering is the consultant for Design and Engineering During Construction. Construction is scheduled for early June 2020 with a scheduled completion in mid-August 2020.

**Prater Way Rehab Project**

The project includes rehabilitation/reconstruction of Prater Way from Howard Drive to Sparks Boulevard. Stantec Consulting Services, Inc. is the consultant for design and engineering during construction. Construction is scheduled to start in March 2020 with a scheduled completion of August 2020. Preliminary design is underway and initial fieldwork is almost complete.

**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>
Virginia Street BRT Extension	Martinique Holdings, LLC	\$6,334	\$0
Virginia Street BRT Extension	Bajwa Properties, LLC-Co-Ed Lodge Series	\$1,500,000	*\$125,000
Virginia Street BRT Extension	Ross Rentals, LTD.	\$1,320,000	*\$105,000
Virginia Street BRT Extension	Virginia Street Partners	\$12,000.00	\$3,742.00
Virginia Street BRT Extension	Sampuran Hotels, Inc.	\$12,205.00	\$1,275.00

\*August 16, 2019 RTC Commission approved the Administrative Settlements

**CONTRACTS UNDER \$50,000**

None

**ENGINEERING ON-CALL WORK ASSIGNMENTS**

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

**ADVISORY COMMITTEE(S) RECOMMENDATION**

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

Attachment

## On Call Consultant Summary

<b>Civil Engineering Design and Construction Management Services</b>			
<b>BOARD APPROVAL DATE</b>	<b>FIRM</b>	<b>PROJECT NAME</b>	<b>AMOUNT</b>
9/20/2019	Headway Transportation, LLC	Center Street Cycle Track Project	\$95,950
9/20/2019	Jacobs Engineering Group, Inc.	Lemmon Drive Capacity Project	\$2,661,932
9/20/2019	Nichols Consulting Engineers	Reno Consolidated 20-01 Project	\$913,830

<b>Traffic Engineering Services</b>			
<b>BOARD APPROVAL DATE</b>	<b>FIRM</b>	<b>PROJECT NAME</b>	<b>AMOUNT</b>
9/20/2019	Westwood	Traffic Engineering (TE) Spot 9 - Package 1	\$250,102
9/20/2019	Kimley-Horn & Associates	Traffic Engineering (TE) Spot 9 - Package 2	\$273,718

**Engineering Design and Construction Management Services****List valid through June 20, 2022**

Atkins North America, Inc.  
 CA Group, Inc.  
 Eastern Sierra Engineering, PC  
 Jacobs Engineering Group, Inc.  
 Lumos and Associates, Inc.  
 Nichols Consulting Engineers, CHTD  
 Stantec Consulting Services, Inc.  
 Wood Rodgers, Inc.

**Traffic Engineering Services - Categories****List valid through April 19, 2022**

<b>Traffic Engineering</b>	<b>I.T.S.</b>
CA Group, Inc.	Atkins North America, Inc.
Headway Transportation, LLC	Headway Transportation, LLC
Kimley-Horn & Associates, Inc.	Kimley-Horn & Associates, Inc.
Westwood dba. Slater Hanifan Group, Inc.	
Stantec, Inc.	





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 3.3**

**TO:** Regional Transportation Commission

**FROM:** Mark Maloney  
Director of Public Transportation and  
Operations

  
\_\_\_\_\_  
Lee G. Gibson, AICP  
Executive Director

**SUBJECT: RTC Public Transportation and Operations Report**

**RECOMMENDATION**

Acknowledge receipt of the monthly Public Transportation and Operations Report.

**HIGHLIGHTS**

**RTC Ranks 8<sup>th</sup> in Nation for Best Public Transportation** - According to a new study by WalletHub, RTC’s transit service ranked 8<sup>th</sup> in the nation for best public transportation network. The study ranked 100 cities using 17 key metrics, including the share of commuters who use public transit, the average age of the fleet, safety, and peak hours spent in traffic congestion. RTC also ranked number one in the nation for ‘Public Transit Resources’ which indicates that RTC leads the nation in a combination of directional route miles per capita, service vehicles per capita (tied for 1<sup>st</sup>), lowest average age of fleet (1<sup>st</sup>), and lowest average lifetime miles of active fleet (3<sup>rd</sup>). Full details regarding the study can be found at <https://wallethub.com/edu/cities-with-the-best-worst-public-transportation/65028/>.



**Student Ridership Increases** - On July 1, the RTC launched the University of Nevada, Reno (UNR) and Truckee Meadows Community College (TMCC) Ed Pass. The Ed-Pass enables students, faculty and staff to use their school ID to use RTC's transit system. Since launching the Ed-Pass, total ridership for August 2019 reached 9,304 that includes 5,218 rides by UNR students and 4,086 rides by TMCC students. RTC anticipates these numbers will increase over the long term, and will continue to drive new ridership to RTC's transit services.



**RTC Organizes and Participates in Bomb Squad Training** – Between September 24-26, RTC and Keolis staff participated in a Bomb Squad Training exercise at the Regional Safety Training Center, and the RTC’s 6<sup>th</sup> Street Storage Facility. RTC and Keolis staff gave a briefing to members of local and statewide bomb squads and TSA.



RTC provided a Proterra electric bus for the training, and attendees were shown the potential hazards on electric buses and discussed hazards in general on transit buses. Each squad was given a scenario in which they had to investigate and either diffuse or destroy an explosive device placed next to an RTC natural gas main at the Sutro facility. Bomb squad attendees also used a robot to practice entry into a retired bus. Rob Reeder, RTC’s Safety & Security Administrator, organized the event.

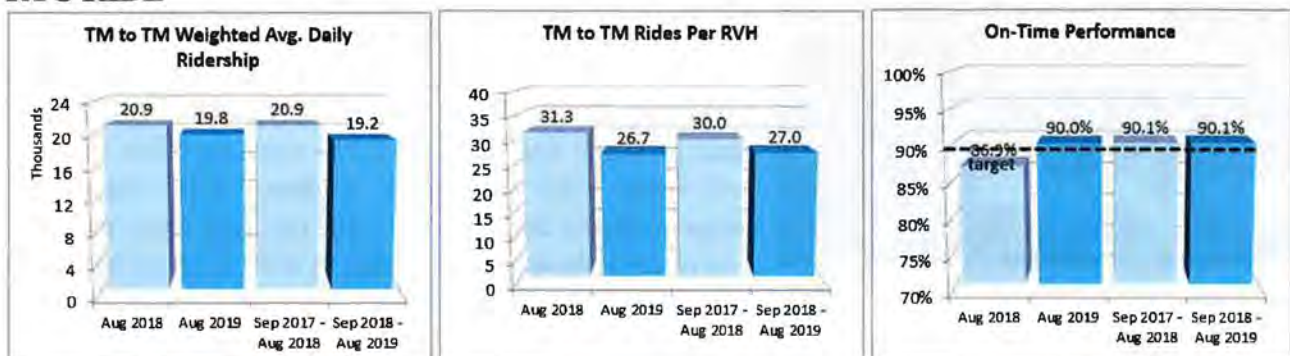


**TRANSIT DEMAND MANAGEMENT (TDM) UPDATE -**

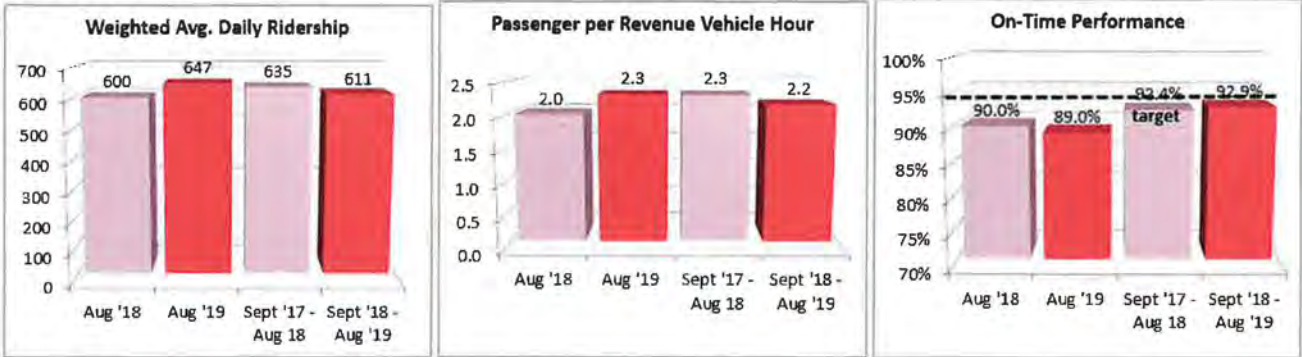
- Vanpools increased to 188 with over 100 of those serving the Tahoe Reno Industrial Center (TRIC).
- Staff met with Nevada’s Department of Administration Public information office to create a “Spare the Air” type of event this winter.
- RTC shared a draft of its “Smart Trips 2 Work” program with the City of Reno for possible incorporation into a planning ordinance.

**AUGUST 2019 TRANSIT PERFORMANCE**

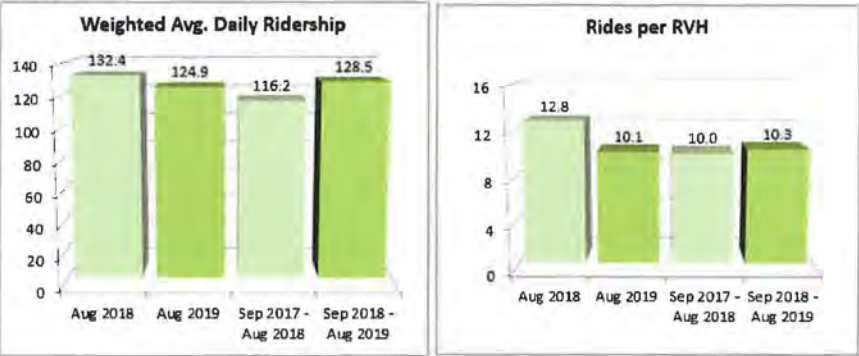
**RTC RIDE**



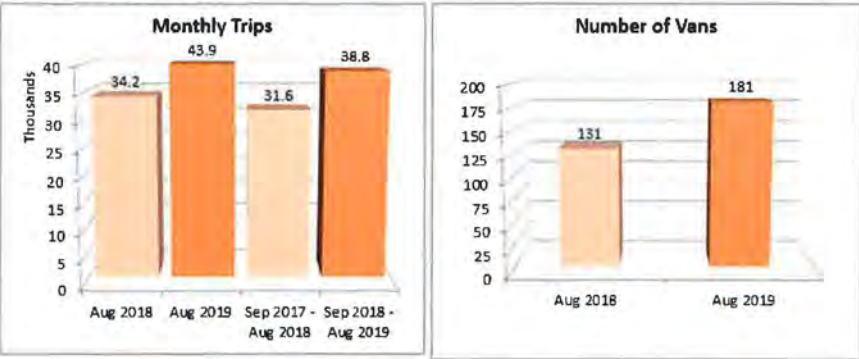
**RTC ACCESS**



**TART**



**RTC VANPOOL**



**Attachments**



## RTC Transit Performance Statistics<sup>1</sup>

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Aug 2019	Percent Change	Aug 2018	Sep 2018 - Aug 2019	Percent Change	Sep 2017 - Aug 2018
Monthly Ridership	710,357	8.2%	656,543	7,983,418	8.1%	7,387,694
Monthly Ridership (TM to TM)*	614,466	-6.4%	656,543	6,981,437	-5.5%	7,387,694
Weighted Avg. Daily Ridership	22,890	9.3%	20,947	20,344	-0.3%	20,411
Weighted Avg. Daily Ridership (TM to TM)	19,800	-5.5%	20,947	19,163	-8.5%	20,947
Revenue Vehicle Hours (RVH)	22,988 **	9.7%	20,959	258,562	4.8%	246,624
Rides Per RVH	30.9	-1.4%	31.3	30.9	3.1%	30.0
Rides per RVH (TM to TM)	26.7	-14.7%	31.3	27.0	-9.9%	30.0
Revenue Vehicle Miles (RVM)	252,317	4.8%	240,657	2,842,435	0.8%	2,818,549
Complaints Per 25,000 Rides	4.19	-30.8%	6.05	3.61	-18.5%	4.44
On-Time Performance <sup>2</sup>	90.0%	3.6%	86.9%	90.1%	0.0%	90.1%

Performance Indicator	Jul 2019	Percent Change	Jul 2018	Aug 2018 - Jul 2019	Percent Change	Aug 2017 - Jul 2018
Revenuc	\$297,235	-18.7%	\$365,523	\$5,039,784	-9.0%	\$5,539,808
Farebox Recovery Ratio	8.5%	-53.1%	18.1%	17.0%	-22.2%	21.8%
Subsidy per Ride	\$4.41	62.1%	\$2.72	\$3.11	15.7%	\$2.68

<sup>1</sup> RTC Transit includes RTC RIDE, RTC RAPID, RTC REGIONAL CONNECTOR and SIERRA SPIRIT

<sup>2</sup> Percent of trips zero min. early and five minutes or less late

\* - May 2019, the RTC started using a new passenger counting system. Previously, TransitMaster (TM) was used.

\*\* - Preliminary data

## RTC ACCESS Performance Statistics

Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Aug '19	Percent Change	Aug '18	Sept '18 - Aug '19	Percent Change	Sept '17 - Aug '18
Monthly Ridership	19,876	-2.5%	20,376	224,563	-10.7%	251,545
Weighted Avg. Daily Ridership	647	7.8%	600	611	-3.9%	635
Revenue Vehicle Hours	8,610	-10.6%	9,636	100,792	2.0%	98,779
Passenger per Revenue Vehicle Hour (does not include taxi data)	2.31	15.4%	2.00	2.16	-6.2%	2.30
Revenue Vehicle Miles (RVM)	150,696	-0.3%	151,216	1,688,632	6.9%	1,580,172
Complaints per 1,000 Rides	0.35	-52.2%	0.74	0.53	-24.9%	0.71
ADA Capacity Denials	0	0.0%	0	0	0.0%	0
Other Denials	0	0.0%	0	1	-96.0%	25
Accidents per 100,000 Miles	0.00	0.0%	0.00	0.69	51.7%	0.46
On-Time Performance (does not include taxi data)	89.0%	-1.1%	90.0%	92.9%	0.5%	92.4%
Taxi On-Time Performance	0.0%	-100.0%	90.0%	36.2%	-61.7%	94.6%
Performance Indicator	June '19	Percent Change	June '18	July '18 - Jun '19	Percent Change	July '17 - Jun '18
Revenue*	\$182,571	5.5%	\$173,014	\$2,146,148	9.0%	\$1,968,426
Farebox Recovery Ratio*	24.70%	-5.18%	26.05%	24.99%	11.41%	22.43%
Subsidy per Passenger*	\$20.87	32.5%	\$15.75	\$19.04	-4.2%	\$19.88

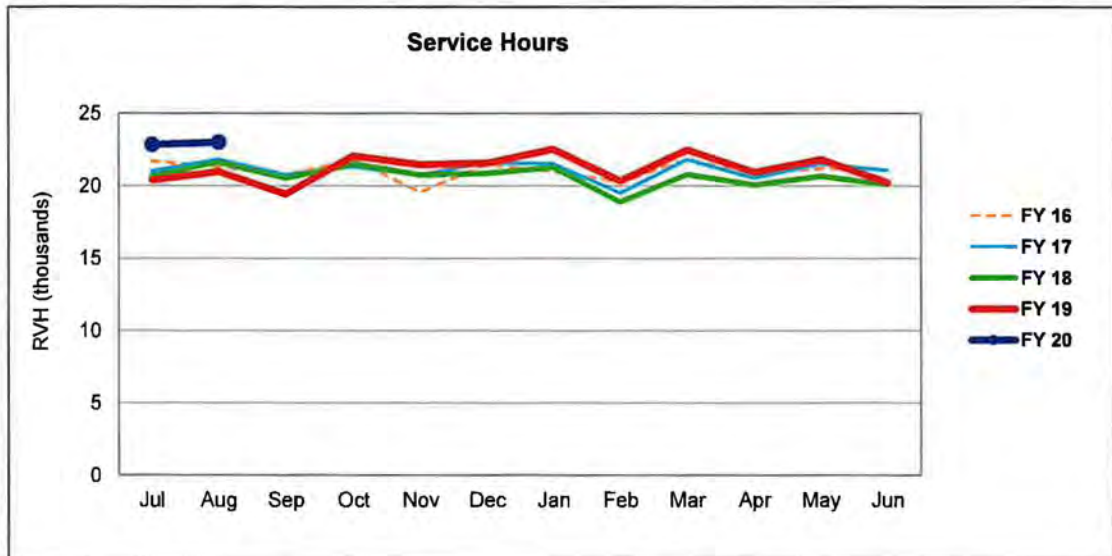
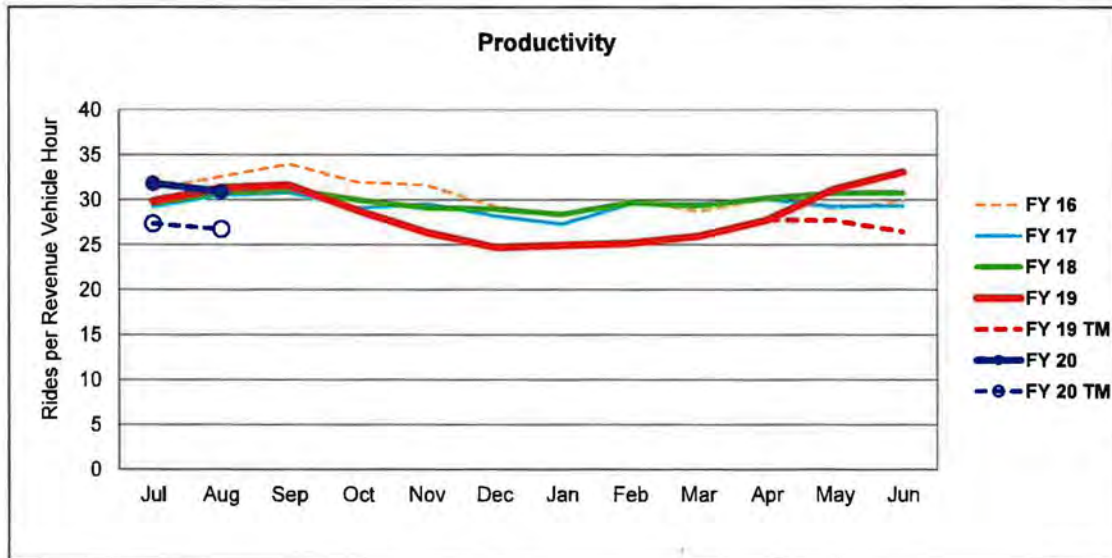
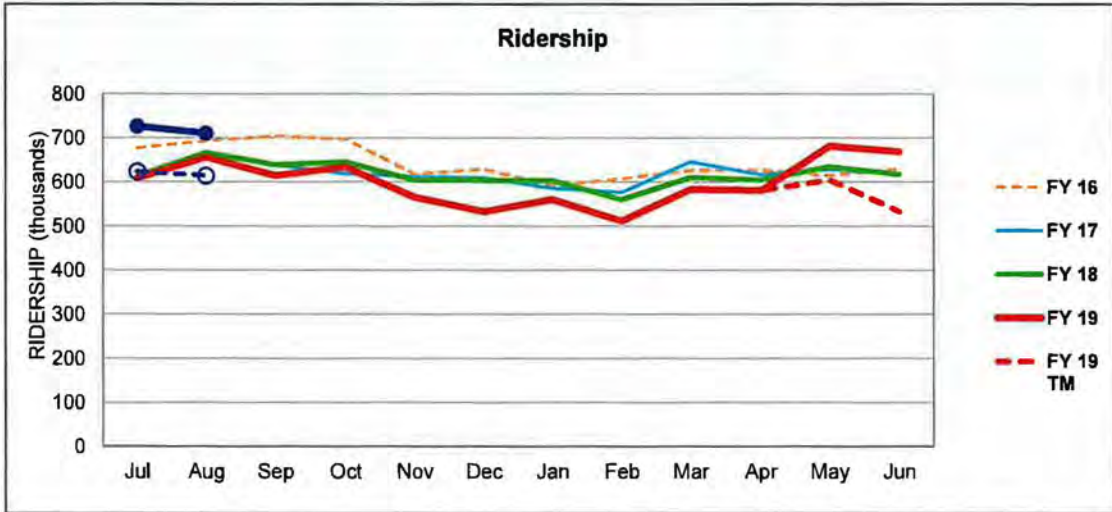
\*June 2019 data is the latest available.

## TART Performance Statistics

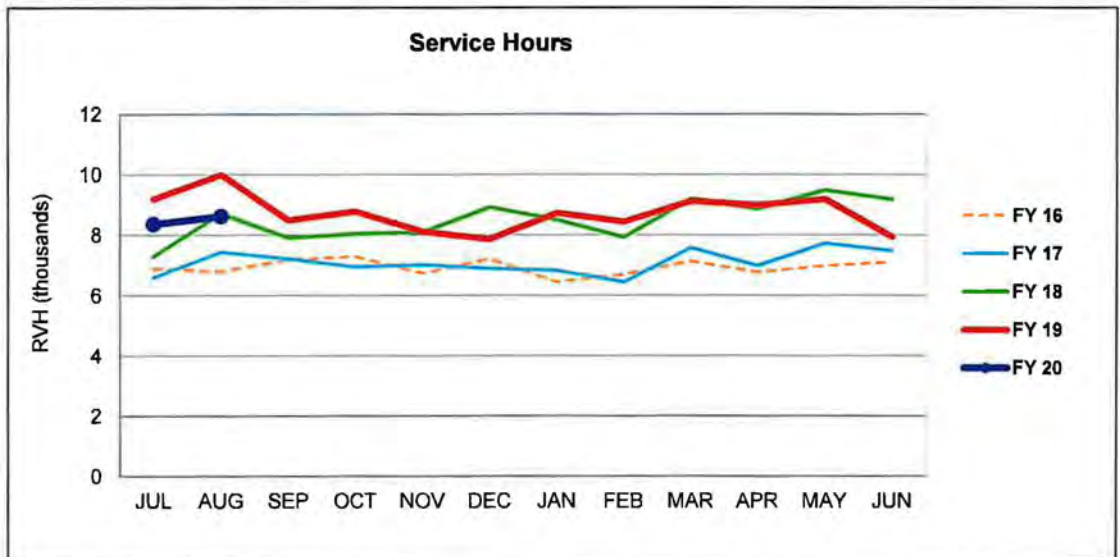
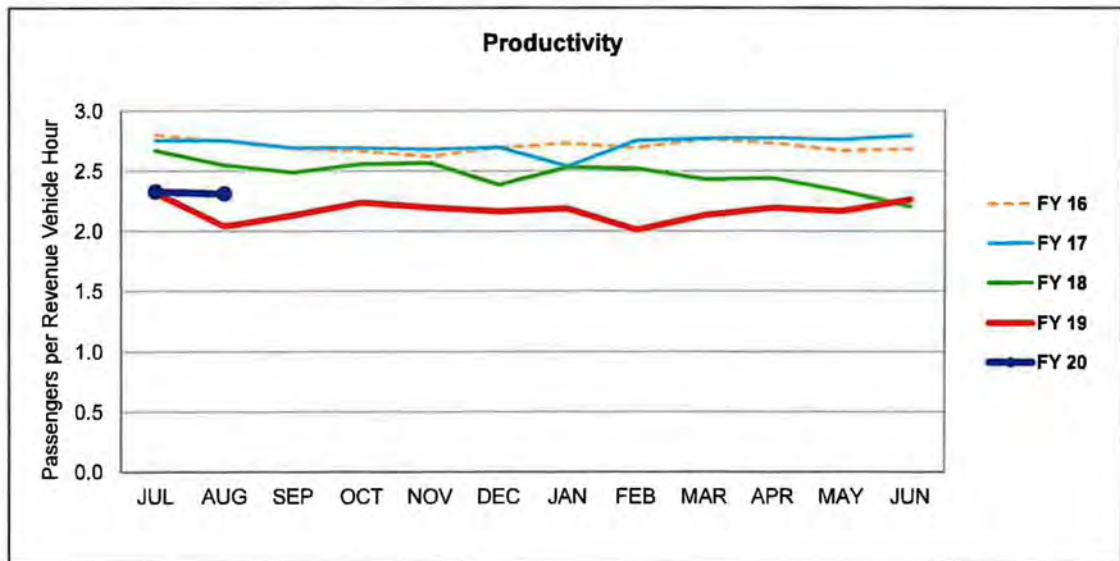
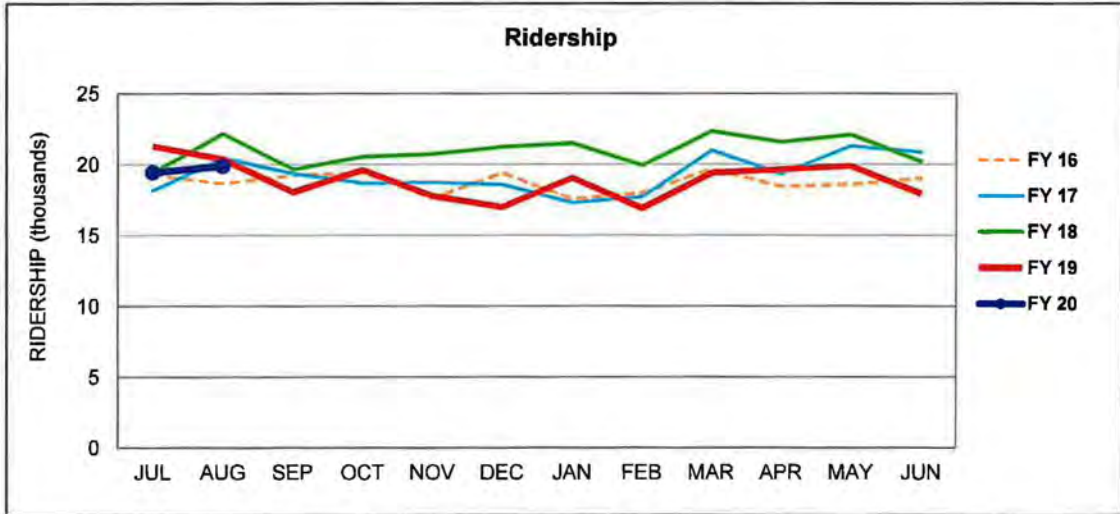
Performance Indicator	Current month compared with same month last year			Current 12-months compared with previous year		
	Aug 2019	Percent Change	Aug 2018	Sep 2018 - Aug 2019	Percent Change	Sep 2017 - Aug 2018
Monthly Ridership	3,867	-6.2%	4,122	46,118	8.8%	42,372
Weighted Avg. Daily Ridership	124.9	-5.7%	132.4	128.5	10.5%	116.2
Revenue Vehicle Hours (RVH)	384	19.2%	322	4,478	5.2%	4,256
Rides per RVH	10.1	-21.3%	12.8	10.3	3.4%	10.0
Revenue Vehicle Miles (RVM)	8,366	19.2%	7,020	95,950	3.4%	92,792
Revenue	\$4,220	-8.7%	\$4,620	\$47,343	-3.5%	\$49,052
Farebox Recovery Ratio	9.0%	-25.2%	12.0%	8.8%	-11.7%	10.0%
Subsidy per Ride	\$11.07	34.7%	\$8.22	\$10.63	1.7%	\$10.46



## RTC Transit Fiscal Year Comparisons

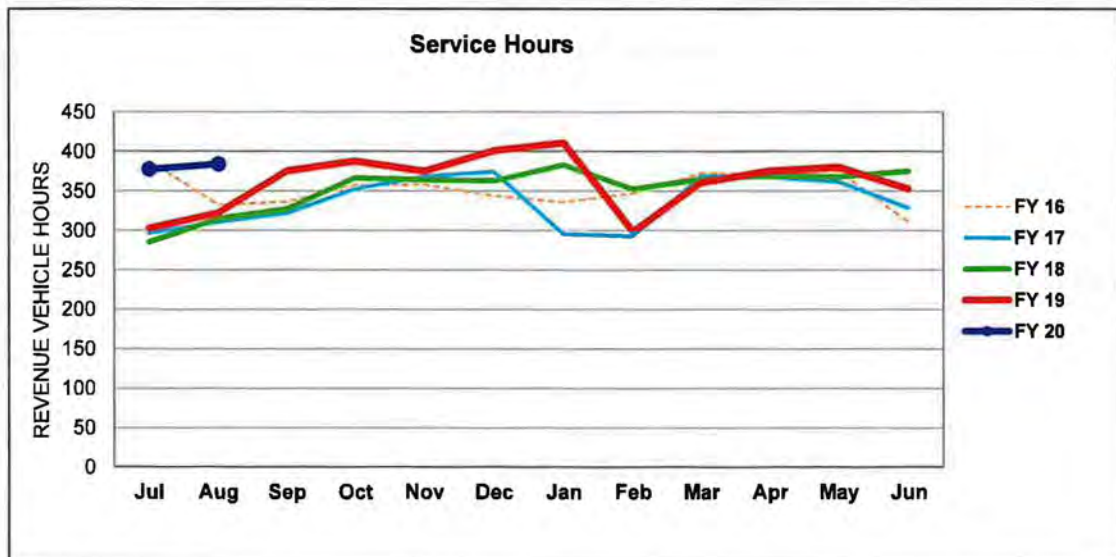
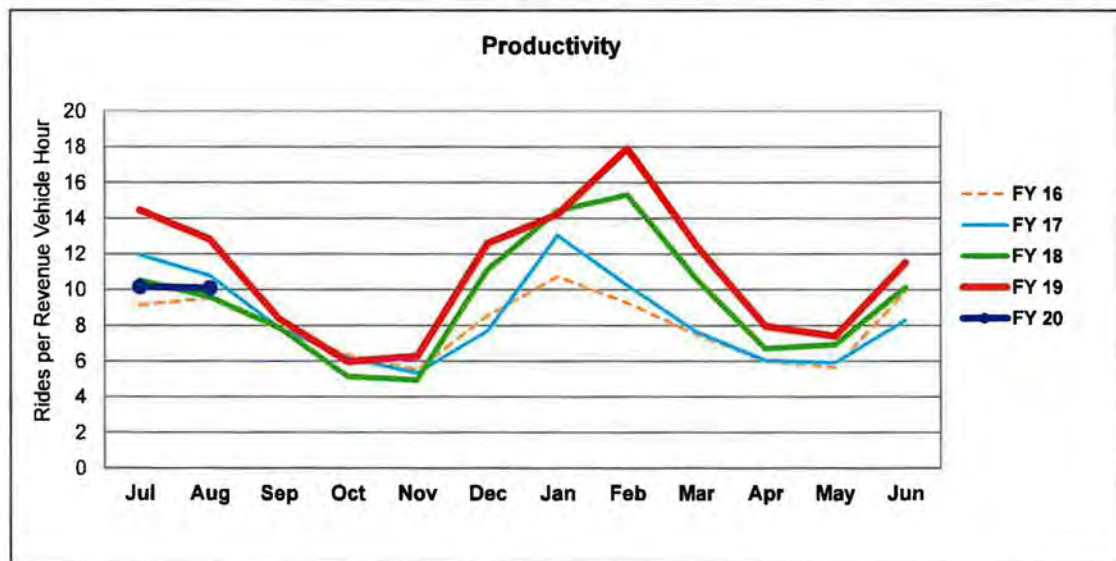
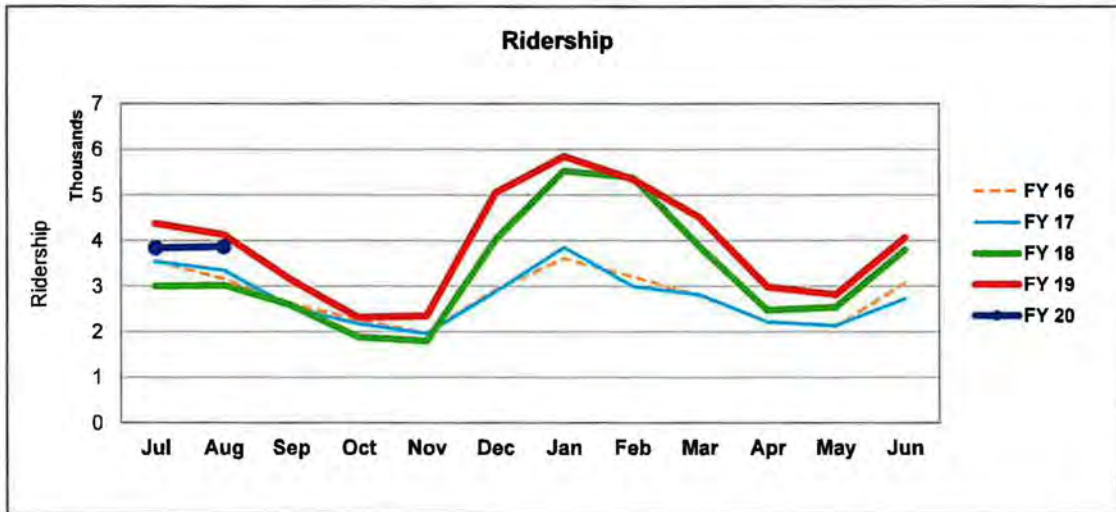


## RTC ACCESS Fiscal Year Comparisons





## TART - Nevada Fiscal Year Comparisons





**REGIONAL TRANSPORTATION COMMISSION**

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 3.4**

**TO:** Regional Transportation Commission

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



Lee G. Gibson, AICP  
Executive Director

**SUBJECT: RTC Planning Department Report**

**RECOMMENDATION**

Acknowledge receipt of the monthly Planning Activity Report.

**PLANNING STUDIES**

Virginia Street Bus RAPID Transit Extension Project

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

South Meadows Multimodal Transportation Study

The South Meadows Multimodal Transportation Study started in December 2018 and is moving forward. This multimodal study of the South Meadows area will identify needs and transportation improvements for regional roads in the study area. The study will focus on traffic operations, safety, pedestrian and bicycle connectivity, and transit service needs. The first public meeting for the project was held on March 26<sup>th</sup> at Damonte Ranch High School. The next public meeting is scheduled for Tuesday, November 5, 2019, at Zeppelin restaurant, located at 1445 South Meadows Parkway in Reno. Project progress will be updated on the RTC website under Metropolitan Planning, Corridor Studies.

University Area Multimodal Transportation Study

The University Area Multimodal Transportation Study started after the approval of the Professional Services Agreement with Kimley-Horn on March 19. This study will take into account the current and future development plans slated to occur on or near the university campus in the coming years and will identify needed connectivity, safety, and access improvements for vehicle and alternative transportation modes on regional roads. In addition, it will include an in-depth analysis of land use and roadway network scenarios in the UNR Gateway District.



The project team met with staff from the University of Nevada, Reno and the City of Reno to discuss project details. The project Technical Advisory Committee (TAC) had a kick-off meeting on April 24<sup>th</sup>. The project team conducted Walking Audits in the study area to evaluate pedestrian walking environment and connectivity on May 2<sup>nd</sup> and 3<sup>rd</sup>. Pop-up meetings were held in front of the Joe Crowley Student Union building and in Idlewild Park for the Food Truck Friday Event to engage the community to provide their comments and concerns. The first public meeting was held on June 27<sup>th</sup> at Evelyn Mount North Northwest Community Center. An online public input survey was open until July 22<sup>nd</sup> to collect comments and concerns regarding transportation in the university area. A TAC workshop was held on September 9<sup>th</sup> to discuss future roadway network alternatives. The project team is reviewing workshop results and developing scenarios to conduct analysis on future conditions.

#### ADA Transition Plan Update

The ADA Transition Plan internal draft has been completed and the RTC stakeholder team is in the process of reviewing and commenting on the draft report. Staff will be asking these different stakeholders to provide input and comment on the draft plan prior to it being finalized. Stakeholder meetings continue to take place on a monthly basis to update internal project stakeholders and provide input on the project. There will be a public open house on October 24, 2019, to share the final draft Plan with the public. This project is on schedule.

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

Staff held an internal kick-off meeting with the project consultants to discuss the details of the project scope and finalize a draft schedule.

#### Bicycle and Pedestrian Planning

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

- Bicycle and Pedestrian Count Program – The September counts for the 40 locations have been conducted.
- The RTC continues to partner with the Truckee Meadows Bicycle Alliance (TMBA).

#### Vision Zero Truckee Meadows

- Vision Zero Truckee Meadows submitted their application to become a Vision Zero Community in September.
- Between July and September 2019, Resolutions adopting Vision Zero's Action Plan and goal to reach zero fatalities by 2030 was adopted by the Cities of Reno and Sparks, Washoe County Commission, Washoe County Board of Health and the RTC Board of Commissioners.
- Vision Zero Truckee Meadows is presented at the APA Conference October 14, 2019.
- The Task Force conducted a two-day Charrette at the 2019 State Safety Summit October 15 and 16.
- Vision Zero Truckee Meadows received Program of the Year at the 2019 Safety Summit on October 17, 2019.

### MPO Certification Review

Staff completed the Metropolitan Planning Organization (MPO) Certification Review with the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) on September 25<sup>th</sup>. No corrective actions were received in the preliminary findings. It is anticipated that the formal results of the certification review will be presented to the Board at the January 17, 2020, meeting after the documentation has been finalized.

### Sustainability Planning

The RTC continues to advance initiatives outlined in the RTC Sustainability Plan through the “Green Team” comprised of agency staff, such as the Sustainable Purchasing Policy and the tracking of paper usage in an effort to achieve a ten percent reduction. The RTC also participates in the City of Reno Sustainability & Climate Advisory Committee and continues to be an active member in the regional SPINN Committee.

### RTC Affordable Housing Study

The project team has developed an inventory of potential candidate sites for affordable housing near transit routes and is conducting additional community outreach to gather input. A preliminary list of sites was presented to the RTC Technical Advisory Committee and Citizens Multimodal Advisory Committee, as well as the project stakeholder group. A summary of this information was presented at a public meeting held on September 12 at the McKinley Arts & Culture Center. The RTC shared information about the study at the Mayor’s Town Hall of Housing on September 4.

### Development Review

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

- Washoe County – 0
- City of Reno – 1
- City of Sparks – 0

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

## **COMMUNITY AND MEDIA OUTREACH ACTIVITIES**

RTC staff has conducted or will conduct the following outreach activities from September 19 - October 31:

September 19	Affordable Housing Study Presentation – The Builders Association of Northern Nevada Infrastructure & Planning Committee Meeting
September 24	Washoe County Commission Meeting - RRIF 2nd reading, presentation, public hearing
September 25	Washoe County Senior Center Weekly Outreach Booth - Taxi Bucks and General Transportation Information

September 25	School Zone Safety Vision Zero on Rush Hour Radio Show on AM 1180 and Facebook Live
September 26	Human Trafficking Awareness Presentation – Assemblywoman Jill Tolles and Reno Sparks Chamber of Commerce
September 26	APWA Nevada Chapter Fall Conference Public Works Communications and Outreach
September 26	APWA Nevada Chapter Fall Conference 4 <sup>th</sup> /Prater presentation
September 26	APWA Nevada Chapter Fall Conference SouthEast Connector Phase Two Presentation
October 2	Washoe County Senior Center Weekly Outreach Booth - Taxi Bucks and General Transportation Information
October 2	Walk to School Day at Jesse Beck Elementary
October 2	Reno City Council RRIF Presentation and Public Hearing
October 8	Washoe County Commission RRIF Presentation and Public Hearing (1 <sup>st</sup> reading of ordinance)
October 9	Washoe County Senior Center Weekly Outreach Booth - Taxi Bucks and General Transportation Information
October 10	Vision Zero Task Force Meeting
October 16	Vision Zero Safety Charrette at the Nugget Casino Resort
October 16	Washoe County Senior Center Weekly Outreach Booth - Taxi Bucks and General Transportation Information
October 21	Vision Zero Bicycle Safety Committee Meeting
October 22	Washoe County Commission RRIF Presentation and Public Hearing (2 <sup>nd</sup> reading of ordinance)
October 23	Washoe County Senior Center Weekly Outreach Booth - Taxi Bucks and General Transportation Information
October 24	ADA Transition Plan Community Meeting
October 24	Stuff A Bus for Children at Sam's Club
October 28	South Meadows Multimodal Transportation Study TAC Meeting
October 29	UNR Area Multimodal Transportation Study TAC Meeting
October 30	Washoe County Senior Center Weekly Outreach Booth - Taxi Bucks and General Transportation Information
October 30	Trunk or Treat Event, Traner Middle School

#### Media Relations & Social Media

The RTC issued 10 news releases and participated in 19 media interviews on various topics, such as the Virginia Street Project, including the \$40.4 million FTA Capital Investment Grant Award, the Affordable Housing Study, FlexRIDE microtransit service, Don't Drive Arrive service to the Reno Air Races, Don't Drive Arrive service to the Great Reno Balloon Race, the SouthEast Connector award for American Public Works Association's project of the year, Plumb Lane safety improvements, Plumb Lane closures for work on RTC's Villanova facility, Pyramid Highway Widening, and more.



Social media was used to promote RTC's Road Ahead segments, Walk to School Day, how to support Midtown businesses during construction, Plumb Lane closures for repairs to the RTC's Villanova facility, Don't Drive Arrive to Nevada Wolf Pack home games, Midtown business Rue Bourbon's Oktoberfest event, Virginia Street project detours as the project moved north to Center Street, Plumb Lane improvements, the reopening of First/Lake Streets after construction, Downtown business Taste of Chicago's street reopening celebration, weekly Virginia Street Project update videos, and the RTC Board meeting.

Social media metrics for the month of September: 72,437 impressions on Facebook, Twitter, YouTube, and Instagram.

#### Informational Materials and Video Production

Five topics were broadcast on KOLO-TV for The Road Ahead with RTC. Segments included a Virginia Street Project update, Walk to School Day, VANPOOL service, the RTC ADA Transition Plan upcoming meeting, and Stuff A Bus for Kids.

### **COORDINATION WITH PARTNER AGENCIES**

#### Truckee Meadows Regional Planning Agency (TMRPA)

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

#### Nevada Department of Transportation (NDOT)

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

#### Statewide Transportation Planning

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



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 3.5**

**TO:** Regional Transportation Commission

**FROM:** Stephanie Haddock, CGFM  
Director of Finance/CFO

  
\_\_\_\_\_  
Lee G. Gibson, AICP  
Executive Director

**SUBJECT: RTC Procurement Activity Report**

**RECOMMENDATION**

Acknowledge receipt of the monthly Procurement Activity Report.

**PROJECTS CURRENTLY ADVERTISED**

<b><u>Invitations for Bids (IFB)</u></b>	
<b>Project</b>	<b>Due Date</b>
RTC 20-12 Snow and Ice Removal Services	October 17, 2019

**REQUEST FOR PROPOSALS (RFP)**

There were none..

**REPORT ON BID AWARDS**

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

<b>Project</b>	<b>Contractor</b>	<b>Award Date</b>	<b>Contract Amount</b>
TE Spot 8 – Package 1	Titan Electrical Contracting	9/12/19	\$1,281,055

**CHANGE ORDERS AND AMENDMENTS WITHIN EXECUTIVE DIRECTOR’S AUTHORITY**

There were none.





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 3.6**

**TO:** Regional Transportation Commission

**FROM:** Stephanie Haddock, CGFM  
Director of Finance/CFO



\_\_\_\_\_  
Lee G. Gibson, AICP  
Executive Director

**SUBJECT: Bond Underwriter Award**

**RECOMMENDATION**

Authorize the RTC Executive Director to enter into agreements with the recommended senior and co-managers for December 2019 refunding of Series 2010B and 2010C fuel tax revenue bonds.

**SUMMARY**

On September 23, 2019, RTC released Request for Proposals (RFP) for underwriting firms to manage the refunding of the Series 2010B and 2010C Fuel Tax revenue bonds. J.P. Morgan, RBC, Citi, and Wells Fargo responded to the RFP. While all four firms may play a role in the ultimate sale, J.P. Morgan was selected to serve as senior manager and Citi as co-manager on the bond sale. RTC's financial advisors Hobbs, Ong & Associates, Inc. (Hobbs, Ong) and Public Financial Management, Inc. (PFM) assisted RTC in the RFP selection process. The refunding of the bonds is scheduled to begin in October 2019 and be completed in December 2019.

**FISCAL IMPACT**

Total underwriting fees for this sale will be approximately \$200,000 - \$250,000 depending on the total amount of the sale. The fees will be paid for with proceeds from the sale. The refunding is estimated to generate annual (fiscal year) fuel tax debt service savings of \$1.0 million annually.

**PREVIOUS ACTIONS BY BOARD**

October 22, 2018 Authorize the RTC Executive Director to enter into agreements with the recommended senior and co-managers for December 2018 refunding of Series 2009 and 2013 fuel tax revenue bonds.

**ADVISORY COMMITTEE(S) RECOMMENDATION**

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



50 California Street, Suite 2300  
 San Francisco, CA 94111  
 (415) 982-5544  
 (415) 982-452020 fax



3900 Paradise Road, Suite 152  
 Las Vegas, NV 89169  
 (702) 733-7223  
 (702) 733-7250 fax

October 15, 2019

## Memorandum

**To:** Stephanie Haddock, Washoe County Regional Transportation Commission  
**From:** Peter Shellenberger, PFM Financial Advisors LLC  
 Kathy Ong, Hobbs, Ong & Associates  
**Re:** Proposed Series 2019 Refunding Bond Transaction

### OVERVIEW

At the request of the Regional Transportation Commission of Washoe County (the "RTC"), PFM Financial Advisors LLC and Hobbs, Ong & Associates, as financial advisors to the RTC, have prepared the following memorandum to analyze the refunding of approximately \$76.8 million of the Series 2010B and 2010C Highway Revenue (Motor Vehicle Fuel Tax) Bonds (the "2010 Bonds"). Under current market conditions with very low interest rates, the RTC could realize significant debt service savings by refunding all of the 2010 Bonds. The purpose of this memo is to summarize the potential transaction, independently estimate the refunding savings, and discuss next steps.

The potential refunding transaction would be structured as traditional tax-exempt, long-term, fixed-rate bonds. On an aggregate basis, the refunding of all outstanding 2010 Bond maturities generates approximately \$23.6 million in gross debt service savings, or \$13.6 million in net present value ("NPV") savings. These estimated results are dependent on prevailing market conditions at the time of pricing and are subject to change as interest rates increase or decrease. Presented below is a brief market overview and a summary of the proposed refunding.

### MARKET UPDATE

The domestic economic data remains positive. However, concerns about global growth, geopolitical issues in Europe and the U.S.-China trade war caused the U.S. Treasury yields to drop sharply. As a result, the tax-exempt interest rates remain low from a historical perspective.







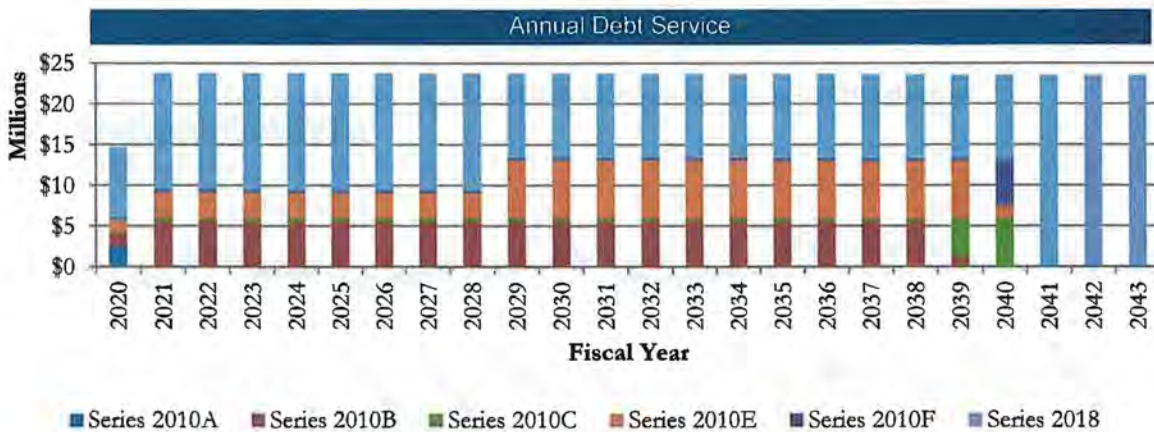
The chart above tracks the range of the General Obligation "AAA" Municipal Market Data (MMD) Index for the past ten years. The MMD Index serves as the industry standard for tracking tax exempt, municipal bond interest rates. As shown in the chart, current 10-year and 20-year interest rates are approximately 1.40% and 1.82%, respectively, and are below their 1-year, 5-year and 10-year averages. These low medium and long-term rates provide a favorable refunding environment allowing the RTC to generate significant debt service savings on the 2010 Bonds.

**EXISTING DEBT PORTFOLIO**

The Series 2010B and 2010C Bonds were issued in an outstanding par amount of \$66.82 million and \$10 million, respectively, and have the final maturities of 2039 and 2040. In addition to the 2010B and 2010C Bonds, the RTC currently has four additional series of MVFT Bonds outstanding in a total par amount of \$326.61 million and one series of Sales Tax Improvement Bonds outstanding in par amount of \$20 million. A summary of the RTC's outstanding debt obligations is provided below.

Series Name	Tax Status	Issue Size	Delivery Date	Final Maturity	Outstanding Par	Next Call Date
<b>Highway Revenue (Motor Vehicle Fuel Tax) Bonds</b>						
Series 2010A	Tax-Exempt	13,179,000	3/17/2010	2/1/2020	2,396,000	-
Series 2010B	Taxable BAB	66,821,000	3/17/2010	2/1/2039	66,821,000	2/1/2020
Series 2010C	Taxable BAB	10,000,000	3/17/2010	2/1/2040	10,000,000	2/1/2020
Series 2010E	Taxable BAB	58,775,000	12/16/2010	2/1/2040	58,775,000	-
Series 2010F	Taxable BAB	5,385,000	12/16/2010	2/1/2040	5,385,000	-
Series 2018	Tax-Exempt	183,235,000	12/20/2018	2/1/2043	183,235,000	2/1/2029
Subtotal		\$337,395,000			\$326,612,000	
<b>Sales Tax (Street and Highways Projects) Improvement Bonds</b>						
Series 2010H	Taxable BAB	\$20,000,000	12/16/2010	2/1/2040	\$20,000,000	-
Subtotal		\$20,000,000			\$20,000,000	-
<b>Total</b>		<b>\$357,395,000</b>			<b>\$346,612,000</b>	

Annual debt service on the RTC's outstanding MVFT bonds is presented below. Aggregate annual debt service is approximately level between 2021 and 2043, in the approximate amount of 23.5 million.





**PROPOSED REFUNDING PLAN OF THE 2010 BONDS**

The 2010B Bonds are taxable Build America Bonds and the 2010C Bonds are taxable Recovery Zone Economic Development Bonds. Both bonds can be refunded on a tax-exempt basis at any time. In the potential refunding transaction, the RTC would use bond proceeds from a 2019 bond issuance to fund an escrow to call the refunded bonds. The 2010B and 2010C Bonds would be legally defeased upon closing the 2019 bond transaction. The proposed bonds to be refunded are summarized below:

Proposed Series to be Refunded	Series 2010B (Taxable Direct Pay Build America Bonds)	Series 2010C (Taxable Recovery Zone Economic Development Bonds)
Original Delivery Date	3/17/2010	3/17/2010
Original Issuance Par	\$66,821,000	\$10,000,000
Issuance Purpose	New Money (Street and Highway Projects)	New Money (Street and Highway Projects)
Final Maturity Date	2/1/2039	2/1/2040
Outstanding Par Amount (as of 10/15/2019)	\$66,821,000	\$10,000,000
Proposed Maturities to be Refunded*	All maturities totaling \$66,821,000	All maturities totaling \$10,000,000

\*Preliminary and subject to change

The potential 2019 Refunding Bonds are proposed to be sold as traditional tax-exempt, fixed-rate bonds, taking advantage of the low long-term fixed rates in the current market. The 2019 Bonds will amortize from February 1, 2021 to February 1, 2040, the same years the refunded bonds amortize. The bonds will be sold with a call feature, allowing the RTC to call and restructure the bonds, at par, after a certain number of years (traditionally ten, but the financing team will evaluate shorter call options). The 2019 Bonds are proposed to be issued without a debt service reserve fund. A preliminary sources and uses table is detailed in the table below.

Series 2019 Sources and Uses	
	2019 Bonds
Par Amount	\$59,705,000
Premium	12,329,257
Debt Service Reserve Fund Release	5,500,000
<b>Total Sources</b>	<b>\$77,534,257</b>
Refunding Escrow Deposits	\$77,023,634
Cost of Issuance	400,000
Underwriter's Discount	104,631
Contingency	5,992
<b>Total Uses</b>	<b>\$77,534,257</b>

Note: Debt Service Reserve Fund Release is estimated.

Because the RTC is refunding for debt service savings, the transaction is subject to market conditions. In determining whether or not to proceed, the RTC and its financing team will primarily focus on Net Present





Value (NPV) savings as a percent of refunded bonds. NPV savings represents the discounted value of total debt service savings that will be realized over the life of the bonds, stated in today's dollars. The County's debt policy incorporates the rule of thumb that a refunding should generate NPV savings of at least 3% of the refunding par. The refunding of all maturities of the 2010 Bonds currently generates approximately \$23.6 million in gross debt service savings (\$13.6 million or 17.7% in NPV savings). These estimated results well exceed the minimum threshold within the County's debt policy.

#### **UPCOMING SCHEDULE**

With Board direction, the RTC's legal and financing team will work on documents and credit rating materials through late October and early November. RTC Staff will meet with S&P and Moody's to receive updated bond ratings in early/mid-November. The Bond Ordinance and Sale Resolution will be presented to the Board of County Commissioners on November 19<sup>th</sup> for review and approval. The bond sale is expected to occur during the second week in December, at which point rates for the new refunding bonds will be locked in. The Series 2019 Bonds are expected to close on February 1, 2020; the call date of the Series 2010 Bonds.

The refunding plan detailed in this memo represents the RTC's current plan based on prevailing market conditions, and is subject to change. The financial team will continue to monitor this refunding opportunity to maximize savings.

We hope that you find this update informative and we would be pleased to answer any questions you may have. If you have any questions regarding this analysis please contact Peter Shellenberger at (415) 982-5544 or Kathy Ong at (702) 733-7223.



**REGIONAL TRANSPORTATION COMMISSION**

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


Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 3.7**

**TO:** Regional Transportation Commission

**FROM:** Angela Reich, SPHR  
Director of Administrative  
Services



Lee G. Gibson, AICP  
Executive Director

**SUBJECT: Personnel Rules and Management Policies**

**RECOMMENDATION**

Approve addition of new language to the RTC Personnel Rules to include: 1) Rest Periods 2) Meal Periods; 3) Responsibility for Time Reporting; 4) Standard Operating Hours; and 5) Flextime. Approve modification to Personnel Rule (11.2.3) Holidays – Fixed and Floating. Approve modification of RTC Management Policy P-22 Drug and Alcohol and change the name to Drug and Alcohol Free Workplace. Approve a new RTC Management Policy P-61 Social Media.

**SUMMARY**

The recommended new language to the RTC Personnel Rules for rest periods; meal periods; responsibility for time reporting; standard operating hours and flextime provides clarification and expectations. The recommended modification to Personnel Rule (11.2.3) Holidays – Fixed and Floating is to clarify use of leave time. The recommended modification of RTC Management Policy P-22 Drug and Alcohol Free Workplace is to update the name and to align it with current laws and management practices in preparation of Agency wide safe and sober training taking place in January 2020. The recommended new RTC Management Policy P-61 Social Media is to provide a policy for staff that outlines the parameters of personal social media and RTC social media use.

**FISCAL IMPACT**

There is no fiscal impact with the recommended action.



### **ADDITIONAL BACKGROUND**

The foregoing recommendation continues the process of reviewing and updating the Personnel Rules and Management Policies of the RTC to improve clarity, reduce redundancy and to align them with current laws and management practices.

### **PREVIOUS ACTIONS BY BOARD**

The Board approved changes to RTC Personnel Rules June 20, 2019, and to RTC Management Policy P-22 Drug and Alcohol in November 19, 2010.

Attachments

**Rest Periods**

Employees will be granted one 15-minute break or rest period during each work period of four or more hours. Employees should not take rest periods at the beginning or at the end of the work period. Rest periods may not be scheduled or taken consecutively or in conjunction with meal periods.

**Meal Periods**

Employees who work six or more hours in a work day must schedule an unpaid and uninterrupted meal period of not less than 30 minutes and generally no more than 90 minutes during each day worked. Directors may approve a longer meal period based on business needs. The meal time should normally occur in the middle of the work schedule, but may be altered, as is reasonably feasible, to fit the purpose of the flex schedule and customary business needs.

**Responsibility for Time Reporting**

Employees are responsible for accurately completing their own timesheets. Supervisors shall not alter or adjust the hours that an employee reports on his/her timesheet. If the supervisor believes the employee has completed his/her timesheet in error, the supervisor shall discuss the issue with the employee.

All non-exempt employees will record all hours worked and all leave time taken, whether paid or unpaid, and the type of leave taken (e.g., sick leave, annual leave, compensatory time) on the timesheet.

**Add to Holiday:**

All employees who work a 4/10 (four- 10 hour work day) schedule shall use annual leave time or compensatory time (if applicable) in order to receive 10 total hours of holiday pay.

**RTC Standard Operating Hours:** 8:00am to 5:00pm Monday through Friday. These operating hours apply to most full time positions and include an unpaid hour meal period.

**Flextime** is a work schedule that varies from the standard operating hours. Upon prior approval from the Department Director, employees may flex their work time by working the same number of hours per week during a different schedule. Approval is on a case-by-case basis. The approval or denial of the flextime request will be based on staffing needs, the employee's job duties, the employee's work record and the employee's ability to temporarily or permanently return to a standard work schedule when needed. A flextime arrangement may be suspended or cancelled by the Director at any time.

RTC Management Policy P-22  
Approved: May 15, 1989  
Revised/Approved: November 2010  
Revised/Approved: October 24, 2019

---

Lee Gibson, Executive Director

## MANAGEMENT POLICY

### SUBJECT: DRUG AND ALCOHOL FREE WORKPLACE POLICY

#### POLICY

The Regional Transportation Commission (RTC) recognizes the importance of maintaining a safe, efficient, and healthful work environment for its employees. Substance abuse can lead to impaired job performance, lost productivity, absenteeism, accidents, lowered morale, rising health care costs, and diminished interpersonal relationship skills. This policy applies to all full-time, part-time, and temporary employees of the RTC.

The RTC receives funding through federal grants and is therefore subject to the Drug-Free Workplace Act of 1988. Accordingly, except as otherwise provided by law, all employees must comply with the Drug-Free Workplace Act of 1988.

#### **1. The RTC is committed to:**

- Maintaining a safe and healthy workplace for all employees and volunteers;
- Assisting employees or volunteers who recognize they have a problem with drugs, prohibited substances, or alcohol in receiving appropriate treatment;
- Periodically providing employees and volunteers with information about the dangers of workplace drug abuse; and
- When appropriate, taking disciplinary action for failure to comply with this policy.

#### **2. The RTC strictly prohibits the following behavior:**

- a. The use, sale, attempted sale, manufacture, attempted manufacture, purchase, possession or cultivation, distribution and/or dispensing of illegal drugs or prohibited substances by an employee at any time and in any amount. For the purpose of this policy, illegal drugs include those classified as such under local, state, or federal laws. Prohibited substances include medical marijuana (except as otherwise provided by law) and recreational marijuana, the use or possession of prescription medicines for which the individual does not have a valid prescription, and the inappropriate use of prescribed medicines for which the employee has a valid prescription. The prohibition also includes using over-the-counter medications contrary to manufacturer



- instructions, or consumer products not meant for human consumption. (Prohibited substances do not include prescription drugs and over-the-counter drugs that have been legally obtained and are being used in the manner, time, combination and/or quantity for which they were prescribed or manufactured.) In addition, the RTC prohibits employees from possessing open containers of alcoholic beverages while on the RTC's premises and/or while on duty and from working with a blood-alcohol level of .02 or more at any time.
- b. Bringing alcohol, illegal drugs, and other prohibited substances which may impair the safety or welfare of employees or the public onto the premises controlled by the RTC or placing in vehicles or equipment operated on behalf of the RTC.
  - c. Driving an RTC vehicle while on or off duty with a blood alcohol level of .02 or more or under the influence of an illegal drug or prohibited substance, regardless of the amount.

### **3. Responsibilities and Reporting Requirements**

#### ***Employee***

1. Each employee is responsible for meeting standards for work performance and safe on-the-job conduct.
2. Each employee must report the facts and circumstances of any drug or alcohol conviction resulting from an incident that occurred while the employee was on duty or which may impact the employee's ability to perform the duties of his/her job. If duties involve driving a vehicle, the employee must report to their supervisor a conviction for driving under the influence (DUI), and/or revocation or suspension of the driver's license pending adjudication. Notification must occur before resuming work duties or immediately after the conviction or revocation/suspension. Employees are required to notify the RTC of any conviction for a drug-related offense in the workplace within five (5) days after such conviction. Within ten (10) days of receiving notice of the employee's drug-related conviction, the RTC shall notify, as required, any federal agency with which it has the applicable grant or contract. Failure to notify the RTC will result in disciplinary action, up to and including termination.
3. Employees must act as responsible representatives of the RTC. It is every employee's responsibility to report violations of this policy to their immediate supervisor or to the Director of Administrative Services. Such reporting is critical in preventing serious injuries or damage to the RTC's property.

#### ***Department Director; Supervisor or Designee***

A management employee who receives information or is a witness to any use of illegal drugs, prohibited substances, or alcohol by an employee which violates RTC's policies, is required to immediately report this information to his/her Department Head or the Director of Administrative Services.

### **4. Drug Free Workplace Education**

The RTC will provide communication and training on this policy to include a training program to assist supervisors to recognize the conduct and behavior that gives rise to a reasonable suspicion of drug and/or alcohol use by employees and how to take appropriate corrective action.

Any employee may voluntarily seek advice, information, and assistance. Medical confidentiality will be maintained consistent with this policy and applicable law.

## **5. Employee Assistance and Voluntary Referral**

1. The RTC strongly encourages employees who suspect they have substance abuse problems to voluntarily refer themselves to a treatment program. A voluntary referral is defined as being one that occurs prior to any positive test for illegal drugs, prohibited substances, or alcohol under this policy and prior to any other violation of this policy, including a conviction of that individual for a drug or alcohol related offense. A request for assistance to enter an alcohol or drug rehabilitation program made by an employee after there has been a violation of this policy shall not prevent the RTC from proceeding with appropriate disciplinary action including termination.
2. Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through a private treatment program for drug and alcohol problems. An employee who is enrolled in a treatment program may be entitled to time off and/or a reasonable accommodation, subject to the limitations and requirements of applicable law.
3. The cost of the drug or alcohol rehabilitation or treatment program shall be borne by the employee and, if applicable, the employee's insurance provider. All information regarding an employee's participation in treatment will be held in strict confidence. Only information that is necessary for the performance of business will be shared by the RTC's management.

## **6. Reasonable Suspicion Testing**

Employees are subject to testing based on (but not limited to) observations by at least two members of management of apparent workplace use, possession, or impairment. The Director of Administrative Services, the Director of Legal Services, or the department director should be consulted before sending an employee for testing. Management must use the Reasonable Suspicion Observation Checklist to document specific observations and behaviors that create a reasonable suspicion that an employee is under the influence of drugs, prohibited substances, or alcohol. The following behaviors will contribute toward reasonable suspicion and, collectively or independently, on a case-by-case basis may provide a sufficient reason for requesting a test.

Examples include, without limitation:

- Odors (smell of alcohol, body odor or urine).
- Movements (unsteady, fidgety, dizzy).
- Eyes (dilated, constricted or watery eyes, or involuntary eye movements).
- Face (flushed, sweating, confused or blank look).
- Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts).
- Emotions (violent or threatening behavior; argumentative, agitated, irritable, drowsy).
- Actions (yawning, twitching).
- Inactions (sleeping, unconscious, no reaction to questions).

When reasonable suspicion testing is warranted, both management and the Director of Administrative Services will meet with the employee to explain the observations and the requirement to undergo a drug and/or alcohol test within two hours. Refusal by an employee will be treated as a positive drug test result.

*Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for appropriate transportation of the employee.*

## **7. Post-Accident Testing**

Employees are subject to testing for illegal drugs, prohibited substances, and alcohol when they cause or contribute to accidents that seriously damage an RTC vehicle, machinery, equipment or property or that result in an injury to themselves, another employee, or a third party requiring offsite medical attention. In any of these instances, the investigation and subsequent testing must take place within as soon as possible after the accident, but after any necessary emergency medical attention has been provided. Absent an emergency, an employee who leaves the scene before the test is administered or who does not make him/herself readily available may be deemed to have refused to be tested, and such refusal shall be treated as a positive test. Refusal by an employee will be treated as a positive drug test result.

*Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for appropriate transportation of the employee.*

### **Upon completion of the test:**

- i. If the employee caused or contributed to the accident, or the RTC determines there is a risk to return him/her to work, the employee will be provided transportation to their home and placed on administrative leave with pay pending the results of this test.
- ii. If the RTC determines the employee did not cause or contribute to the accident, the employee will be transported back to the work site (if medically able) and will resume work.
- iii. If the test comes back positive and the RTC needs to conduct further investigation, the employee may be placed on administrative leave with or without pay.

Note: Pursuant to NRS Chapter 616C, a positive test for illegal drugs, prohibited substances (including marijuana), or alcohol per limits set forth in NRS Chapter 484C can cause the denial of workers' compensation claims.

In the event an employee is so seriously injured that they cannot provide a blood, breath, or urine specimen at the time of the accident, the employee must provide necessary authorization, as soon as the employee's physical condition allows, to enable the RTC to obtain hospital records or other documents that indicate the presence of drugs, prohibited substances, or alcohol in the employee's system when the accident occurred.



- iv. In the event federal, state, or local officials conducted drug and/or alcohol testing following an accident, the employee will be required to sign a release allowing the RTC to obtain the test results from such officials.

### **8. Return-to-Work Testing/Follow-Up Testing**

If the RTC agrees to continue employment, an employee who violates this policy and undergoes rehabilitation for drugs, prohibited substances, or alcohol will, as a condition of returning to work, be required to undergo follow-up testing as established by the RTC. The extent and duration of the follow-up testing will depend upon the safety and security nature of the employee's position and the nature and extent of the employee's substance abuse problem. The employer will review the conditions of continued employment with the employee prior to the employee's returning to work. Any such condition for continued employment shall be given to the employee in writing. The employer may consider the employee's rehabilitation program in determining an appropriate follow-up testing program. Any employee subject to return-to-work testing that has a confirmed positive drug or alcohol test will be in violation of this policy and subject to termination.

### **9. Insubordination.**

Those who refuse to submit to a drug/alcohol test when requested, release results, or who are found to have engaged in conduct to evade the test or testing process, including dilution, adulteration, failure to report accident immediately or concealment of information, will be considered insubordinate and subject to disciplinary action, up to and including termination for this additional and independent reason.

### **10. Testing Guidelines**

The RTC may test for alcohol and illegal/prohibited substances including but not limited to:

- Marijuana (THC)
- Cocaine, including crack
- Opioids, including heroin, codeine, morphine, hydrocodone, hydromorphone, oxycodone, and oxycodone
- Amphetamines, including methamphetamines
- Phencyclidine (PCP)

### **11. Searches**

If the RTC suspects that an employee is in possession of illegal drugs, prohibited substances, alcohol, or contraband in violation of this policy, the RTC may search all buildings, offices, facilities, grounds, parking lots, lockers, places and vehicles owned by the RTC or any site on which the RTC is conducting business. Searches may or may not be conducted in the presence of the person whose property or work area is searched.

### **12. Violation of Policy**

## Drug and Alcohol Free Workplace Policy

1. Employees in violation of the provisions of this policy may be subject to disciplinary action, up to and including termination.
2. An employee may be found to have violated this policy on the basis of any appropriate evidence including, but not limited to:
  - a) Direct observation of illegal use of drugs or use of prohibited substances; prohibited use of alcohol; or possession of illegal drugs, prohibited substances, alcohol, or related contraband;
  - b) Evidence obtained from an uncontested motor vehicle citation, or a conviction for use or possession of illegal drugs or prohibited substances, or for the use or being under the influence, of alcohol on the job;
  - c) A verified positive test result; or
  - d) An employee's voluntary admission.

### **13. Confidentiality**

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the Medical Review Officer will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Test results may be disclosed to another member of management on a need-to-know basis and to the employee upon request. Disclosures, without employee consent, may also occur when: the information is compelled by law or judicial or administrative process; the information has been placed at issue in a formal dispute between the employer and the employee or job applicant; the information is used in administering an employee benefit plan or other insurance program; the information is needed by first-aid, safety, or medical personnel for the diagnosis or treatment of an employee who is unable/unwilling to authorize disclosure; for review by the State Worker's Compensation authorities or the State Unemployment Security Division in determining a pending claim; or the information is compelled by Federal officials investigating compliance with the Americans With Disabilities Act.

RTC Management Policy P-22  
Approved: May 15, 1989  
Revised/Approved: November 2010



---

Lee Gibson, Executive Director

## MANAGEMENT POLICY

### SUBJECT: DRUG AND ALCOHOL POLICY

#### PURPOSE

The RTC recognizes the importance of maintaining a safe, efficient, and healthful work environment for its employees. A person who is under the influence of drugs and/or alcohol on the job may pose serious risks to co-employees and the health and safety of the general public. Therefore, the RTC has established a policy to secure a safe, efficient, and healthy work environment to all individuals. The drug and alcohol policy shall apply to all full-time, part-time, and temporary employees of the RTC.

#### DEFINITIONS

- “RTC Property” means all property owned, leased or otherwise in the RTC’s control. This includes, but is not limited to, buildings, facilities, machinery, tools, vehicles, offices, parking lots, desks, cabinets, lockers, closets, etc., and as described by any other RTC policy.
- “Contraband” means any unauthorized item related to drugs or alcohol such as drug paraphernalia or other related items, including those items whose possession is prohibited by Nevada Revised Statutes 453.554.
- “Illegal Drugs” means any substance or drug, the sale, possession, ingestion, cultivation, transfer, use, purchase, or distribution, of which is illegal or controlled. Illegal Drugs include prescription drugs not legally obtained and/or prescription drugs not being used in the time, manner, combination or quantity prescribed, or by the individual for whom prescribed.
- “Legal Drugs” include prescription drugs and over-the-counter drugs that have been legally obtained and are being used in the manner, time, combination and/or quantity for which they were prescribed or manufactured.

“Failed Drug/Alcohol Test” means: (1) submission or attempted submission of an altered, adulterated, substituted, diluted or tampered with sample; (2) any effort to evade the testing process (including failure to report an accident or injury); (3) refusal to comply with this policy, execute any consent/release required or to take a drug/alcohol test or release the results when requested and under the terms requested by the RTC; and (4) a confirmed positive drug/alcohol



Drug and Alcohol Policy  
Page 2

test showing the presence of the predetermined amount of alcohol in the tested employee's system or a confirmed positive test showing the presence of an Illegal Drug or its metabolite in the tested individual's test sample.

### POLICY PROHIBITIONS

The use of alcohol or Illegal Drugs, or being under the influence of alcohol or Illegal Drugs during normal business hours, while performing RTC business, while on RTC premises, or while operating an RTC vehicle at any time, is **prohibited**. A Failed Drug/Alcohol Test is grounds for disciplinary action, up to and including termination. In addition, the RTC strictly prohibits the use, sale, attempted sale, transfer, distribution, manufacture, attempted manufacture, purchase, attempted purchase, possession or cultivation of Illegal Drugs or Contraband on RTC Property, while doing RTC business, while driving any RTC vehicle regardless of the employee's work status, or at any RTC event or activity.

An employee using a Legal Drug has an obligation to inquire and determine whether the legal drug he or she is taking may or will affect his or her ability to safely and efficiently perform his or her job duties. If the inquiry indicates that an employee may be impaired or the employee feels he or she will be impaired by taking a legally prescribed drug, he or she is required to inform Human Resources prior to starting work. Employees may be assigned to other appropriate work or placed on a leave of absence until the employee no longer requires the Legal Drug. An employee taking over-the-counter medications contrary to instructions provided by the manufacturer may be subject to disciplinary action, up to and including termination and appropriate legal action.

Under Drug-Free Workplace Act requirements, employees must abide by this policy as a condition of continued employment. Violations of this policy, including refusal to fully cooperate in any search and/or testing procedure, will be subject to discipline up to and including termination.

### DRUG-FREE AWARENESS PROGRAM

As part of its commitment to a drug-free work place, the RTC has established a drug-free awareness program through its Employee Assistance Program. Representatives of the Employee Assistance Program will provide supervisor training on a regular basis to inform supervisors on how to recognize substance abuse and to know the appropriate procedures to follow if substance abuse is suspected.

The Employee Assistance Program representative will also provide programs and seminars for all employees on the dangers of substance abuse and what counseling and rehabilitation is available.

Drug and Alcohol Policy  
Page 3

PRE-EMPLOYMENT TESTING

After an offer of employment has been made, but before the applicant's start date with the RTC, he or she will be required to submit to a pre-employment drug test, conducted at an authorized facility. If the applicant refuses to take the test or if any such testing results in a positive finding for Illegal Drugs, as determined by the Medical Review Officer, the employment offer will be withdrawn.

INSPECTIONS TO ADMINISTER AND ENFORCE POLICY

In order to promote a safe, productive and efficient work place, the RTC reserves the right, upon the presentation of facts to cause a reasonable person to believe that a violation of this policy has occurred, to require employees to display items in their pockets or otherwise to reveal any articles of property on their person or in their possession, to detect the presence of inappropriate substances. Under the circumstances set out above, the RTC also reserves the right to inspect lockers, desks, tool boxes, RTC vehicles, personal vehicles on RTC Property, packages, lunch boxes, containers, and any other objects on RTC Property that might conceal alcohol, Illegal Drugs, and/or other inappropriate substances.

An employee may be required to submit to testing procedures designed to detect the presence of drugs or alcohol if the employee is involved in a vehicular accident while operating an RTC vehicle, while performing RTC business, or while on RTC premises. An employee may also be required to submit to testing if he or she is acting in a manner that leads to a reasonable suspicion that he or she either possesses, controls, or is under the influence of alcohol or Illegal Drugs during normal business hours, while performing RTC business, while on RTC premises, or while operating an RTC vehicle at any time, or has been involved in the use, possession, and/or sale of alcohol or Illegal Drugs on RTC Property. The mere odor of an alcoholic beverage emanating from the breath and/or person of an individual is sufficient reason to require an employee to submit to testing. RTC Legal Counsel or, if unavailable, the Director of Administrative Services or (in his/her absence) the Human Resources Administrator shall be consulted before sending an employee for testing.

Any employee suspected to be in violation of this policy will be placed on investigative suspension pending the results of the drug and alcohol testing, or other applicable investigation. If the test is passed, the employee will be reinstated and compensated for wages lost during suspension unless there are circumstances that justify an unpaid suspension (e.g., violation of any other policy, such as safety). If the test is failed, the employee will be subject to the appropriate discipline.

### CRIMINAL DRUG STATUTE CONVICTION

Employees are required to notify the RTC of any conviction for a drug-related offense in the workplace within five (5) days after such conviction. Within ten (10) days of receiving notice of the employee's drug-related conviction, the RTC shall notify, as required, any federal agency with which it has the applicable grant or contract. The failure of an employee to notify the RTC of a conviction for a drug-related offense may result in discipline up to and including termination.

### EMPLOYEE REPORTING RESPONSIBILITY

An employee observing or who has personal knowledge that another employee is using or possessing Illegal Drugs or alcohol in violation of this policy is required to report it promptly to the Department Director or the Director of Administrative Services. Failure of an employee to so report shall be grounds for discipline up to and including termination.

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



RTC Management Policy P-61  
Approved: October 24, 2019

---

Lee Gibson, Executive Director

## MANAGEMENT POLICY

### SUBJECT: SOCIAL MEDIA POLICY

#### POLICY

The Regional Transportation Commission (RTC) takes no position on an employee's decision to participate in social media activities. However, an employee's use of social media can pose risks to the RTC's confidential information, can expose the RTC to discrimination and harassment claims and can jeopardize the RTC's compliance with business rules and laws. To minimize these business and legal risks, to avoid loss of productivity from an employees' job performance and to ensure that the RTC's Information Technology resources and communications systems are used appropriately as explained below, the RTC expects its employees to adhere to the following guidelines and rules regarding social media use.

Social media includes all means of communicating or posting information or content of any sort on the Internet, including but not limited to: employee's own or RTC's video or wiki posting; social networking sites such as Facebook, LinkedIn, and Twitter, personal blogs, personal websites, or other similar forms of online communication journals, diaries, or personal newsletters not affiliated with the RTC.

This policy applies to all full-time, part-time, and temporary employees of the RTC. The RTC does not discriminate against employees who use social media for personal interests and affiliations or other lawful purposes. This policy is not intended to restrict communications or actions protected or required by federal or state law.

#### **1. Personal Social Media**

The RTC respects the right of employees to use social media sites and does not want to discourage employees from self-publishing and self-expression. However, employees are expected to follow the rules and guidelines as set forth in this policy to provide a clear line between the employee as the individual and/or as an employee of the RTC. In accordance with provision of NRS 613.135, the RTC will not request usernames and passwords for personal social media accounts.

1. Commenters are personally responsible for commentary on social media sites and can be held personally liable for commentary that is considered malicious, defamatory, obscene, threatening, intimidating, or libelous by any offended party, not just the RTC.

2. Employees shall not use social media sites to harass, threaten, discriminate, or disparage against employees or anyone associated with or doing business with the RTC. Social media should never be used in a way that violates any other RTC policies or employee obligations. If an employee's social media activity would violate any of the RTC's policies in another forum, it will also violate them in an online forum.
3. Employees should always strive to be accurate in their communications about RTC and remember that posted statements and materials have the potential to result in liability for the employee and the RTC. The RTC encourages professionalism and honesty in social media and other communications.
4. Except as otherwise allowed by law, employees cannot post (i) the name or logo of the RTC or (ii) confidential RTC documents. Employees are prohibited from posting attorney-client privileged RTC information.
5. Employees are prohibited from using RTC equipment, including computers, licensed software or other electronic equipment, or facilities on work time to conduct personal social media activities. Employees are prohibited from using any work email address to register on social media sites utilized for personal use.
6. Employees cannot link from a personal social networking site to the RTC's internal or external websites.
7. If an employee identifies themselves as an employee of the RTC on any social media site, some readers may mistakenly view the employee as a spokesperson for the RTC. Therefore, when speaking on matters that involve the RTC or matters of RTC concern, employees are required to state that their views belong to the employee alone and are not reflective of the RTC or of any person or organization affiliated or doing business with the RTC.
8. Employees who use social media sites in violation of RTC policy may be subject to discipline.

This policy is not intended to restrict communications or actions protected or required by federal or state law.

## **2. RTC Social Media Sites**

1. Only authorized employees can prepare and modify content for the RTC's social media sites.
2. The RTC owns all social media accounts used on behalf of RTC or otherwise for business purposes, including all login information, passwords, and content.
3. Authorized employees posting to RTC-owned social media accounts may not post photographs of other employees, volunteers, members of the public, vendors, and suppliers on the RTC premises, nor can employees post photographs of persons engaged in RTC business without prior authorization by the public information officer or the public affairs manager.

4. All employees must identify themselves as employees of the RTC when posting comments or responses on the RTC's social media sites. If an employee is contacted for comment on behalf of the RTC, for publication, including any social media outlet, the request should be directed to public affairs or the public information officer who will then determine the response to be provided on behalf of the RTC.
5. All employees of the RTC are responsible for ensuring all social networking information complies with the RTC's written policies. Management is authorized to remove any content posted on an RTC social media site that does not meet the rules and guidelines of this policy, any other RTC policy, or that may be illegal, prohibited, or offensive. Removal of such content will be done at the discretion of the RTC without permission or advance warning.
6. The RTC reserves the right to remove, without advance notice or permission, all guest content considered malicious, defaming, obscene, threatening, or intimidating. The RTC also reserves the right to take legal action against guests who engage in prohibited or unlawful conduct.

### **Media Contacts**

If contacted by the media, press, or any other public news source about an employee post that relates to RTC business, employees are required to obtain written approval from the public information officer or public affairs manager prior to responding on behalf of the RTC.

### **Reporting Violations**

The RTC requests employees to report any actual or perceived violations of this policy to the immediate supervisor, department director or Director of Administrative Services.

### **Prohibition Against Retaliation**

The RTC will not tolerate any retaliation by management or by any other employee against an employee who reported a violation of this policy or has cooperated with an investigation. Any employee who believes s/he has been retaliated against in any manner whatsoever should immediately notify the Director of Administrative Services. The RTC will promptly investigate and deal appropriately with any allegation of retaliation.

### **Violation of Policy**

The RTC will investigate promptly and respond to all reports of violations of the social media policy and other-related policies. Violation of the social media policy may result in disciplinary action, up to and including termination. The RTC reserves the right to take legal action where necessary against employees who engage in prohibited or unlawful conduct.





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 3.8**

**TO:** Regional Transportation Commission

**FROM:** Tina Wu, AICP  
Senior Technical Transit Planner  
Public Transportation and Operations



Lee G. Gibson, AICP  
Executive Director

**SUBJECT: Recommendation for Award for the Purchase of Transit Shelters**

**RECOMMENDATION**

Approve the award and agreement with Brasco International Inc., for the purchase of fifty (50) passenger shelters (ten (10) shelters per year for five (5) years); total contract value not to exceed \$518,440; authorize the RTC Executive Director to execute the agreement.

**SUMMARY**

The RTC issued a Request for Proposal (RFP) in June 2019. The RFP requested proposals for the purchase of fifty (50) passenger shelters (ten (10) shelters per year for five (5) years.) Proposals were received from three companies: Brasco International Inc., Tolar Manufacturing Company Inc., and General Design and Construction. A five-person evaluation team consisting of RTC Engineering, Marketing, Planning and Public Transportation and Operations representatives scored the proposals. Interviews were held on September 3, 2019.

The proposals were evaluated based on the criteria set forth in the RFP as follows:

- 30 points for Design Quality
- 30 points for Past Performance, References and Experience
- 20 points for Price Reasonableness/Cost Effectiveness
- 10 points for Reasonableness of Schedule
- 10 points for Quality and detail of manuals/drawings and warranties

Brasco International scored the highest with 92.04 out of a maximum 100 points, Tolar Manufacturing scored 87.80 and General Design & Construction Co, Inc. scored 55.80.

The evaluation committee unanimously agreed to award the contract to Brasco International Inc. Delivery of the first ten (10) shelters is scheduled for March 2020.

**FISCAL IMPACT**

The FY 2020 Budget contains \$174,532 for the initial purchase of ten (10) transit shelters. Subsequent purchases will be allocated in respective fiscal year budgets.

**PREVIOUS BOARD ACTIONS:**

June 2019      Approved the draft Request for Proposal (RFP) for the purchase of fifty (50) passenger shelters (ten (10) shelters per year for five (5) years).

**ADVISORY COMMITTEE(S) RECOMMENDATION**

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

Attachment

**PURCHASE AND SALE AGREEMENT NO. RTC 20-01 FOR PURCHASE AND  
DELIVERY OF BUS SHELTERS  
BETWEEN  
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY  
AND  
BRASCO INTERNATIONAL**

THIS PURCHASE AND SALE AGREEMENT FOR THE PURCHASE AND DELIVERY OF BUS SHELTERS (the "Agreement"), by and between the Regional Transportation Commission of Washoe County, hereinafter called the RTC, and BRASCO INTERNATIONAL, having offices at 32400 Industrial Drive, Madison Heights, Michigan 48071, hereinafter called the CONTRACTOR.

WITNESSETH:

WHEREAS, RTC conducted a competitive procurement Request for Proposals (RFP) No. RTC 20-01 for the purchase of BUS SHELTERS (Bus Shelters), and pursuant to that process selected the CONTRACTOR to manufacture and supply bus shelters conforming to the scope of work set forth in the RFP; and

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

ARTICLE 1 – SALE OF GOODS

1.1. The RTC agrees to purchase and the CONTRACTOR agrees to sell Bus Shelters. CONTRACTOR and RTC agree that there are (2) types of Bus Shelters available for purchase. RTC plans to purchase up to 10 Bus Shelters in the first year and up to 10 per year thereafter within the following four (4) years. RTC reserves the right to choose the type and quantity mix of the Bus Shelters at its discretion. To that extent, the Pricing and Compensation schedule provided under Article 4 shall be adjusted accordingly to reflect the type and quantities of Bus Shelters ordered.

ARTICLE 2 – WARRANTIES

2.1. CONTRACTOR'S WARRANTIES

CONTRACTOR warrants that the Bus Shelters are capable of performance and will comply with the specifications set forth in the RFP and the CONTRACTOR's proposal. The specifications are incorporated into this Agreement and binding on the CONTRACTOR. CONTRACTOR further warrants the Bus Shelters to be free from defective material and workmanship and agrees to furnish free of charge any part or parts necessary to repair any defect in a fault in material or workmanship of CONTRACTOR. RTC shall provide any claim under this warranty for any such defects within one (1) year after installation of the Bus Shelters.



ARTICLE 3 – RESPONSIBILITIES OF THE RTC

- 3.1. The RTC shall, upon reasonable request and without cost to the CONTRACTOR, provide all information that is reasonably available to RTC and pertinent to the Bus Shelters identified in Exhibit A, Scope of Work.

ARTICLE 4 – DELIVERY

- 4.1 CONTRACTOR shall deliver the Bus Shelters 120 calendar days from the date of issuance of a Purchase Order. RTC will initiate Purchase Orders for each subsequent year of purchase consistent with the terms of this Agreement.

ARTICLE 5 – PRICING AND COMPENSATION

- 5.1 The agreed upon price of the base shelter and the corresponding components to be purchased for each shelter type, specifically Shelter Type A and Shelter Type B described below, are as follows:

**SHELTER TYPE A**

<b>Item</b>	<b>Description</b>	<b>Unit Price</b>
Shelter A	5' x 8' Eclipse Series Aluminum Shelter, three sides with open front powder coat painted finish, arched roof with 1/8" aluminum roof panels in matching finish.	\$6,875
Perforated Aluminum	Perforated Aluminum wall glazing	\$975
Vinyl Graphic	Vinyl Graphic for perforated aluminum margin	\$150
Bench	4' Eclipse bench with HDPE bench slats and 2 seat dividers	\$500
Display Case	23" x 34" Display case with grommet attachment	\$375
Trash Receptacle	20 Gallon perforated metal trash receptacle with mounting bracket	\$350
Anchor boot covers	One piece spun anchor boot cover with matching finish	\$300
<b>TOTAL</b>		<b>\$9,525</b>

**SHELTER TYPE B**

<b>Item</b>	<b>Description</b>	<b>Unit Price</b>
Shelter B	5' x 12' Eclipse Series Aluminum Shelter, three sides with open front powder coat painted finish, arched roof with 1/8" aluminum roof panels in matching finish.	\$7,750
Perforated Aluminum	Perforated Aluminum wall glazing	\$1,125
Vinyl Graphic	Vinyl Graphic for perforated aluminum margin	\$150
Bench	6' Eclipse bench with HDPE bench slats and 2 seat dividers	\$675
Display Case	23" x 34" Display case with grommet attachment	\$375
Trash Receptacle	20 Gallon perforated metal trash receptacle with mounting bracket	\$350
Anchor boot covers	One piece spun anchor boot cover with matching finish	\$300
<b>TOTAL</b>		<b>\$10,725</b>

- 5.2 Year 1 pricing is fixed as shown below. Starting in year 2, an escalation of 3% per year is included in the Price List indicated below. Any change related to the shelter type and quantity other than what is indicated below is subject to the RTC Project Manager's prior written approval and issuance of a change order. Pricing includes delivery costs and all applicable taxes.

**PRICE LIST SUMMARY**

Year	Shelter A Price	Quantity	Shelter A Subtotal	Shelter B Price	Quantity	Shelter B Subtotal	Total (Shelter A + Shelter B)
Year 1	\$9,525	8	\$76,200	\$10,752	2	\$21,504	\$97,704
Year 2	\$9,811	8	\$78,488	\$11,075	2	\$22,150	\$100,638
Year 3	\$10,105	8	\$80,840	\$11,407	2	\$22,814	\$103,654
Year 4	\$10,408	8	\$83,264	\$11,749	2	\$23,498	\$106,762
Year 5	\$10,720	8	\$85,760	\$12,101	2	\$24,202	\$109,962
<b>TOTAL</b>							<b>\$518,720</b>

- 5.3 Payment for the Bus Shelters shall be made within thirty (30) days of acceptance by the RTC of the Bus Shelters. No interest will be paid on funds withheld for incomplete, unsatisfactory, or defective Bus Shelters, even if such Bus Shelters are later accepted after repair by the CONTRACTOR.

**ARTICLE 6 - FREIGHT CHARGES; RISK OF LOSS**

- 6.1. CONTRACTOR agrees to pay freight charges on the Bus Shelters from the point of shipment to destination, the cost of cartage, and the handling the Bus Shelters from the distributor to the RTC Delivery location: RTC Maintenance, 600 Sutro St., Reno, NV 89502. The risk of loss of or damage to the Bus Shelters shall be the responsibility of the CONTRACTOR until acceptance by the RTC. After delivery, RTC shall inspect the Bus Shelters and notify the CONTRACTOR of any defects. Correction and repair of any identified defects by the CONTRACTOR is required prior to acceptance. If any latent defects are later found RTC shall inform CONTRACTOR of such defects as soon as practicable.

**ARTICLE 7 - CONTRACT DOCUMENTS**

- 7.1. The RFP, including any amendments or addenda are fully incorporated herein by reference. In addition, the Scope of Work provided in the CONTRACTOR's proposal is accepted and identified under Exhibit A, Scope of Work of the Agreement.

## ARTICLE 8 - PAYMENTS TO THE CONTRACTOR

- 8.1. Payment for the Bus Shelters shall be made within thirty (30) days of acceptance of the Bus Shelters by RTC. No interest will be paid on funds withheld for incomplete, unsatisfactory, or defective Bus Shelters.
- 8.2. Determination of whether the Bus Shelters are satisfactory and acceptable shall be at the sole discretion of the RTC.

## ARTICLE 9 - TERMINATION

### 9.1. CONTRACT TERMINATION FOR DEFAULT

If the CONTRACTOR does not deliver the Bus Shelters in accordance with the contract delivery schedule, the CONTRACTOR fails to perform in the manner called for in the Agreement, or if the CONTRACTOR fails to comply with any other provisions of this Agreement, the RTC may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for services delivered and accepted, or services performed in accordance with the manner of performance set forth in the Agreement.

If it is later determined by the RTC that the CONTRACTOR had an excusable reason for not performing, such as a fire or flood, or other *force majeure* events which are not the fault of or are beyond the control of the CONTRACTOR, the RTC, in its discretion may allow the CONTRACTOR to continue work and establish a new delivery or performance schedule, or treat the termination as a termination for convenience.

### 9.2. TERMINATION FOR CONVENIENCE

RTC may terminate this Agreement in whole or in part for convenience upon written notice to Contractor.

## ARTICLE 10 - INSURANCE

- 10.1. The CONTRACTOR shall be responsible for its own insurance coverage and the Bus shelters shall be delivered Free on Board destination (FOB-Destination).

## ARTICLE 11 - INDEMNIFICATION - SAVE & HOLD HARMLESS

- 11.1. CONTRACTOR shall defend, indemnify and hold RTC harmless from all loss, damage and expenses sustained by RTC and from all claims, liability and expense suffered by it by reason of any property damage including loss of use hereof, infringement of rights (including patent and trademark rights), personal injury or other claim or action brought by any other person, firm or corporation that results from the purchase, sale, or use of any of the goods, products, services or Bus Shelters referred to in this Agreement. This indemnity applies regardless of any active and/or passive negligent act or omission of RTC or its agents or employees. CONTRACTOR, however, shall not be obligated under this



Agreement to indemnify RTC for liability solely resulting from the gross negligence or willful misconduct of RTC or its agents or employees. CONTRACTOR shall be liable for the loss of or damage to RTC's Bus Shelters until such Bus Shelters are accepted by the RTC.

#### ARTICLE 12 - EQUAL EMPLOYMENT OPPORTUNITY AND PROMPT PAYMENT

- 12.1. During the performance of this Agreement, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 12.2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.
- 12.3. The CONTRACTOR will cause the foregoing provisions to be inserted in subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.
- 12.4. CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its obligations no later than 30 days from the receipt of each payment the CONTRACTOR receives from RTC.

#### ARTICLE 13 - DISPUTES

- 13.1. Any disputes arising in the performance of this Agreement, or with respect to its rights and obligations, which cannot be resolved informally by the parties must then be submitted in writing to Ranjini Zucker, RTC Procurement and Contracts Manager (hereinafter RTC's "Contracting Officer") at 1105 Terminal Way, Suite 300, Reno, Nevada 89502. The complaint must be submitted in writing to the Contracting Officer. The responding party must submit a response to the complaint within fifteen (15) calendar days or such longer time as may be permitted by the Contracting Officer. The Contracting Officer may request additional information from the complainant or from the respondent which must be submitted to the Contracting Officer not less than ten (10) days after the date of the request for the additional information or such longer period of time as is permitted by the Contracting Officer. So far as practicable, the dispute will be decided by the Contracting Officer based on the written complaint, the additional information and the written response submitted. If either party is not satisfied with the decision of the Contracting Officer, then the unsatisfied party or parties may, within thirty (30) days of receipt of the Contracting

Officer's written decision, request the other party to submit the matter for mediation pursuant to part C. of "Rules Governing Alternative Dispute Resolution" adopted by the Nevada Supreme Court. If mediation is unsuccessful, the parties agree to execute a subsequent agreement and such other documents as may be required to allow the dispute to be resolved in accordance with Nevada's Short Trial Program and all rules adopted for the administration of same by the Nevada Supreme Court. A matter subject to the Short Trial Program may be removed as provided in Rule 5 of the Nevada Short Trial Rules.

- 13.2. Performance During Dispute. Unless otherwise directed by the Contracting Officer, CONTRACTOR and any authorized subcontractors must continue performing under this Agreement while the matters in dispute are unresolved or before the Agreement is terminated as provided in ARTICLE 9.

#### ARTICLE 14 - SUCCESSORS AND ASSIGNS

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

#### ARTICLE 15 - NOTICE

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

RTC: Lee G. Gibson, AICP  
Executive Director  
Regional Transportation Commission  
of Washoe County  
Post Office Box 30002  
Reno, Nevada 89502

CONTRACTOR: Sean Loewe  
Director of Sales  
Brasco International  
32400 industrial Drive  
Madison Heights, Michigan 48071

#### ARTICLE 16 - APPLICABLE LAW

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

## ARTICLE 17 - OTHER PROVISIONS

- 17.1. Time is of the Essence. It is understood and agreed that all times stated and referred to herein are of the essence. The Bus Shelters shall be delivered no later than one hundred and twenty (120) days after the issuance of a Purchase Order. The times stated and referred to may be extended by the RTC Executive Director for such additional periods as the RTC Executive Director may approve. No extension of time shall be valid unless provided in writing and signed by the Executive Director.
- 17.2. Non-Transferability. CONTRACTOR's rights and obligations hereunder may not be assigned without the prior written consent of RTC.
- 17.3. Severability. If any part, term, article, or provision of this Agreement is, by a court of competent jurisdiction, held to be illegal, void, or unenforceable, or to be in conflict with any law of the State of Nevada, the validity of the remaining provisions or portions of this Agreement are not affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held invalid.
- 17.4. Relationship of Parties. CONTRACTOR is an independent CONTRACTOR to RTC under this Agreement. Accordingly, CONTRACTOR is not entitled to participate in any retirement, deferred compensation, health insurance plans or other benefits RTC provides to its employees. CONTRACTOR shall be free to contract to provide similar services for others while it is under contract to RTC, so long as said services and advocacy are not in direct conflict, as determined by RTC, with services being provided by CONTRACTOR to the RTC.
- 17.5. Attorneys' Fees. In the event of a dispute between the parties results in a proceeding in any court of Nevada having jurisdiction, the prevailing party shall be entitled to an award of costs and a reasonable attorney's fee.
- 17.6. Waiver/Breach. Any waiver or breach of a provision in this Agreement shall not be deemed a waiver of any other provision in this Agreement and no waiver is valid unless in writing and executed by the waiving party. An extension of the time for performance of any obligation or act shall not be deemed an extension of time for the performance of any other obligation or act. This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their respective heirs, successors and assigns.
- 17.7. Legal Compliance. CONTRACTOR shall comply with all applicable federal, state and local government laws, regulations and ordinances. The CONTRACTOR shall comply with all applicable Federal requirements in Exhibit B\_ to this Agreement. Federal certifications executed by the Contractor and provided to the RTC in the procurement are included in Exhibit B.
- 17.8. Exclusive Agreement. There are no verbal agreements, representations or understandings affecting this Agreement, and all negotiations, representations and undertakings are set forth herein with the understanding that this Agreement constitutes the entire understanding by and between the parties.



- 17.9. Amendments. No alteration, amendment or modification of this Agreement shall be effective unless it is in writing and signed by both parties.
- 17.10. Unavoidable Delays. If the timely completion of this Agreement should be unavoidably delayed, RTC may in its discretion extend the time for completion of the Agreement for not less than the number of days CONTRACTOR was excusably delayed. A delay is unavoidable only if the delay is not reasonably expected to occur in connection with or during CONTRACTOR's performance, is not caused directly or substantially by acts, omissions, negligence or mistakes of CONTRACTOR, is substantial and in fact causes CONTRACTOR to miss specified completion dates, and cannot adequately be guarded against by contractual or legal means.
- 17.11. Notification. CONTRACTOR shall notify RTC as soon as CONTRACTOR has knowledge or should have had knowledge that an event has occurred which will delay contract completion or the delivery of the Bus Shelters. Within five (5) calendar days of such notice, CONTRACTOR shall confirm such notice to RTC in writing, furnishing as much detail as is available.
- 17.12. Request for Extension. Any request for an extension of time to complete the Agreement shall be made in writing to RTC's representative(s) identified in the RFP documents. CONTRACTOR shall supply to RTC, upon request, documentation to substantiate the justification for additional time needed for project completion. RTC shall provide CONTRACTOR with notice of its decision within five (5) days.
- 17.13. Compliance with Laws/Permits and Licenses. CONTRACTOR shall comply with all applicable federal, state, county and local laws, ordinances, rules, regulations, standards and orders of public authority. If the contract documents are at variance with the above, appropriate modification shall be made by the RTC. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by RTC in the contract documents shall be construed as an oversight and shall not relieve the CONTRACTOR from his or her obligations to meet such fully and completely. Upon request, the CONTRACTOR shall furnish to RTC certificates of compliance with all such laws, orders and regulations. The CONTRACTOR shall be responsible for obtaining all necessary permits and licenses required for performance under the Agreement.
- Applicable provisions of all federal, state, county, and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes which may arise between CONTRACTOR and the RTC, and lack of knowledge by the CONTRACTOR shall not be a defense.
- 17.14. Written Change Orders. Oral change orders are not permitted. No change in this Agreement shall be made unless the RTC gives prior written approval therefore. The CONTRACTOR shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Agreement and signed by the RTC.

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

17.16. Assumption of Risk of Loss. The RTC shall assume risk of loss upon acceptance of the Bus Shelters by RTC. Prior to acceptance, the CONTRACTOR shall retain risk of loss.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth below their endorsements.

APPROVED AS TO LEGALITY AND FORM

\_\_\_\_\_  
Dale E. Ferguson, Esq., RTC General Counsel

**REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY**

By: \_\_\_\_\_  
Lee G. Gibson, AICP, Executive Director

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

**BRASCO INTERNATIONAL**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Sean Loewe, Director of Sales

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

## EXHIBIT A

### SCOPE OF WORK

The Contractor shall manufacture and produce the Bus Shelters in accordance with the Standard Specification of the “The Eclipse” Bus Shelter included in the proposal submitted by the CONTRACTOR. The insert below provides a summary information relating to The Eclipse Bus Shelter.



## THE ECLIPSE

BOLD, URBAN ELEGANCE



The Eclipse Series in arch or sloped roof delivers an urban edge to any streetscape with its bold round columns and sharp blade rafters.

This design features pocketed columns and header to conceal hardware and provide unparalleled structural integrity. Available in either cantilevered or full-sided walls in a variety of wall glazing, all of which can be tailored with custom branding elements.

Standard elements include powder coat painted finish and aluminum, acrylic, or structured polycarbonate roof glazing. The Eclipse Series is ideal for Brasco's low profile flex solar panel and header mounted battery box lighting package, front windscreen, or ad box.

Brasco's engineering team calculates all shelters to meet local wind, snow & seismic load requirements.

Below: Aluminum arch cantilever roof with partial side walls, custom ceramic tile walk.



### Standard Specifications

WIDTH  
5'

LENGTH  
8', 10', 12', 16', 20'

COLUMNS  
4.5" or 6" Round Pocketed Channel Extrusion

STANDARD ROOF GLAZING  
Aluminum  
Structured Polycarbonate  
Acrylic

STANDARD WALL GLAZING  
Tempered Safety Glass  
Perforated Aluminum

WALL CONFIGURATION  
Full Side Walls  
Cantilever Roof / Partial Side Walls  
Front Windscreen

INCLUDED  
Pocketed Columns Conceal Hardware  
Concrete Mounting Hardware  
Powder Coat Painted Aluminum Finish  
1 Year Manufacturer's Warranty  
Aluminum Will Never Rust  
Made in America, Buy America Compliant

POPULAR ADD-ONS  
Escutcheon Covers  
Eclipse Bench  
Wall-mounted Display Case  
Solar Powered Lighting Package  
2-Sided Ad Box  
USB Charging Ports  
Column Accent Lighting



# ECLIPSE SLOPED

BUS SHELTERS & MORE

**Top:** Sloped bronze acrylic roof, adjustable anchor coats, ceramic frit logo wall glazing.

**Bottom Left:** Sloped bronze acrylic roof, Eclipse bench, ceramic frit logo wall glazing.

**Bottom Center:** Sloped roof in bronze acrylic, canopy style with no side walls; rear aluminum windscreen panels.

**Bottom Right:** Sloped aluminum roof, cantilever style with partial side walls. Curvilinear bench to match.





# ECLIPSE ARCH

BUS SHELTERS & MORE

Top: Bronze acrylic arch roof, Eclipse bench with black HDPE slats, Eclipse trash receptacle.

Bottom Left: Cantilever style bronze acrylic arch roof with partial side walls, custom lockit sign.

Bottom Center: Aluminum arch roof with color-matched blade rafters, anchor boots, leaning rail, and Eclipse bench. Perforated aluminum walls and lockit ad box.

Bottom Right: Aluminum arch roof with blue powder coated Eclipse bench to match. Cantilever style with partial side walls.





## **EXHIBIT B**

### **FEDERAL CLAUSES**

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

Contractor agrees to comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661, which state that Federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal Transit Administration-funded projects are produced in the United States, unless a waiver has been granted by the Federal Transit Administration or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 CFR 661.11. The Contractor shall be responsible for providing any required Buy America certifications under such regulations.

#### **CLAUSE 2 - CARGO PREFERENCE** [46 U.S.C. § 55305; 46 C.F.R. part 381]

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

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

#### **CLAUSE 3 - ENERGY CONSERVATION** [42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C]

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

#### **CLAUSE 4 - CLEAN WATER REQUIREMENTS** [33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G)] **CTR OVER \$150K**

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq. The Contractor agrees to report each violation to the RTC and understands and acknowledges that the RTC will, in turn, report each violation as



required to assure notification to FTA and the appropriate EPA Regional Office.

- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

**CLAUSE 5 - LOBBYING RESTRICTIONS** [31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49 C.F.R. part 20] **ALL CTR Over \$100K**

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

**CLAUSE 6 - ACCESS TO RECORDS AND REPORTS** [49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633]

The following access to records requirements apply to the Agreement:

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

## **CLAUSE 7 - FEDERAL CHANGES**

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

## **CLAUSE 8 - CLEAN AIR ACT [42 U.S.C. §§ 7401 – 7671q; 2 C.F.R. part 200, Appendix II (G)] CTR OVER \$150K**

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

## **CLAUSE 9 - RECYCLED PRODUCTS [42 U.S.C. § 6962; 40 C.F.R. part 247; 2 C.F.R. part § 200.322]**

Not Applicable.

## **CLAUSE 10 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

## **CLAUSE 11 - PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS [49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31]**

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to the Agreement. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the work is being performed. In addition to other penalties

that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**CLAUSE 12- GOVERNMENT-WIDE DEBARMENT AND SUSPENSION** [2 C.F.R. part 180; 2 C.F.R. part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I); Executive Order 12549; Executive Order 12689]

- A. Contractor shall comply and facilitate compliance with U.S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a Federal Transit Administration official irrespective of the contract amount. As such, Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
  - 1. Debarred from participation in any federally assisted award;
  - 2. Suspended from participation in any federally assisted award;
  - 3. Proposed for debarment from participation in any federally assisted award;
  - 4. Declared ineligible to participate in any federally assisted award;
  - 5. Voluntarily excluded from participation in any federally assisted award; or
  - 6. Disqualified from participation in any federally assisted award.
- B. Contractor certifies that it and/or its principals, affiliates, and subcontractors are not currently debarred or suspended. Contractor shall promptly inform the RTC of any change in the suspension or debarment status of Contractor or its principals, affiliates, and subcontractors during the term of the Agreement. Further, Contractor shall include a provision requiring compliance with the requirements of 2 CFR Part



180, Subpart C, as supplemented by 2 CFR Part 1200 in its lower-tier covered transactions.

- C. The certification in this clause is a material representation of fact relied upon by RTC. If it is later determined by the RTC that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the RTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the term of the Agreement.

#### **CLAUSE 13- CIVIL RIGHTS LAWS AND REGULATIONS**

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

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

C. Equal Employment Opportunity

1. Federal Requirements and Guidance. Contractor shall prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and (i) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; (ii) facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to Federal assistance programs; (iii) comply with Federal transit law, specifically 49 U.S.C. § 5332; (iv) comply with Federal Transit Administration Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and (v) follow other Federal guidance pertaining to equal employment opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.
2. Specifics. Contractor shall ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later executive order that amends or supersedes it, and as specified by U.S. Department of Labor regulations. Contractor shall take affirmative action that includes but is not limited to (i) recruitment advertising, recruitment, and employment; (ii) rates of pay and other forms of compensation; (iii) selection for training, including apprenticeship, and upgrading; and (iv) transfers, demotions, layoffs, and terminations. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."
3. Equal Employment Opportunity Requirements for Construction Activities. Contractor shall comply, when undertaking "construction" as recognized by the U.S. Department of Labor, with (i) U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60; and (ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later executive order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Nondiscrimination on the Basis of Sex

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

E. Nondiscrimination on the Basis of Age

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

of age. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

- F. **Nondiscrimination on the Basis of Disability**  
In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. Contractor further agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with applicable Federal implementing regulations.
- G. **Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections**  
To the extent applicable, Contractor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq., and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.
- H. **Access to Services for Persons with Limited English Proficiency**  
Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

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

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



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

#### **CLAUSE 15 - INCORPORATION OF FTA TERMS**

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

## **CLAUSE 16 – SAFETY**

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

## **CLAUSE 17 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION (CTR OVER \$100K)**

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

## **CLAUSE 18 - WHISTLEBLOWER PROTECTIONS**

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

## **CLAUSE 19 - FLY AMERICA [49 U.S.C. § 40118; 41 C.F.R. part 301-10; 48 C.F.R. part 47.4]**

- A. As used in this section, “international air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. “United States” means the 50 States, the District of Columbia, and outlying areas. “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their

personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- C. If available, Contractor, in performing work under this Agreement, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. In the event that Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, Contractor shall include a statement on vouchers involving such transportation as follows:

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

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

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

**CLAUSE 20 - SAFE OPERATION OF MOTOR VEHICLES [23 U.S.C. part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10]**

- A. **Seat Belt Use.** Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or the RTC.
- B. **Distracted Driving.** Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.
- C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

**CLAUSE 21 - OTHER ENVIRONMENTAL PROTECTIONS**

- A. Contractor shall comply with all applicable environmental and resource-use laws, regulations, and requirements and shall follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements, and follow applicable guidance.
- B. Applicable requirements include but are not limited to (i) the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq., and related regulations, Executive Orders, and guidance; (ii) Federal Transit Administration guidance on environmental reviews; (iii) Executive Orders and



circulars related to environmental justice; (iv) Wild and Scenic Rivers Act of 1968; (v) Coastal Zone Management Act of 1972; (vi) the Endangered Species Act of 1973; (vii) Magnuson Stevens Fishery Conservation and Management Act; (viii) Comprehensive Environmental Response, Compensation, and Liability Act; (ix) Executive Order No. 11990 relating to "Protection of Wetlands;" (x) Executive Order Nos. 11988 and 13690 relating to "Floodplain Management;" (xi) 49 U.S.C. § 303, 23 CFR Part 774, and 49 CFR Part 622; (xii) historic preservation requirements; and (xiii) policies promoting the preservation of places and objects of religious importance to Native Americans.

## **CLAUSE 22 - LABOR REQUIREMENT**

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

## **CLAUSE 23 – TERMINATION**

### **CONTRACT TERMINATION FOR DEFAULT**

If the SELLER does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the SELLER fails to perform in the manner called for in the contract, or if the SELLER fails to comply with any other provisions of the contract, the RTC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the SELLER setting forth the manner in which the SELLER is in default. The SELLER will only be paid the contract price for services delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

### **CONTRACT TERMINATION FOR CONVENIENCE**

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

**Attachment B**  
**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)**  
**AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF Michigan

COUNTY OF Oakland

I, Sean Loewe (Name of party signing this affidavit and the proposal) Director of Sales (title), being duly sworn do depose and say: That Brasco International Inc. (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Sean Loewe  
Signature

Director of Sales  
Title



**Attachment C  
AUTHENTICATION AND NON-COLLUSION CERTIFICATION**

STATE OF Michigan

COUNTY OF Oakland

Each of the undersigned, being first duly sworn, deposes and says that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price or any component of the proposal price, of the proposer or any other proposer, or to fix any overhead, profit or cost element included in the proposal, or of that of any other proposer, or to secure any advantage against the Authority of anyone interested in the contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository or any member or agent thereof to effectuate a collusive or sham proposal. The proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its proposal to any other proposer, or seek to obtain information or data regarding the price or other terms of any other proposal, until after award of the contract or rejection of all proposals and cancellation of the solicitation.

*Sean Coore*  
(Signature)

Sean Coore  
(Name Printed)

Director of Sales  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)



**Attachment D**  
**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE**  
**RESTRICTIONS ON LOBBYING USING APPROPRIATED FEDERAL FUNDS**

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriate 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 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 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 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.
- (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 section 1352, title 31, U.S. Code. 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.

*Sean Loewe*

\_\_\_\_\_  
Name (please type or print)

*Sean*

\_\_\_\_\_  
Signature

*Director of Sales*

\_\_\_\_\_  
Title

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB  
0348-0046

<p><b>1. Type of Federal Actions:</b></p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p><b>2. Status of Federal Action:</b></p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. Initial award <input type="checkbox"/> d. post-award	<p><b>3. Report Type:</b></p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
		<p><b>For Material Change Only:</b>                  year _____ quarter _____                  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>  <input type="checkbox"/> Prime      <input type="checkbox"/> Sub-awardee                  Tier _____, if known:</p> <p><b>Congressional District, if known:</b></p>		<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</p> <p><b>Congressional District, if known:</b></p>
<p><b>6. Federal Department/Agency:</b></p>		<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>
<p><b>8. Federal Action Number, if known:</b></p>		<p><b>9. Award Amount, if known:</b> \$ _____</p>
<p><b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):</p> <p style="text-align: center;"><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>		<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):</p> <p style="text-align: center;"><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>
<p><b>11. Amount of Payment</b> (check all that apply):                  \$ _____    <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>		<p><b>13. Type of Payment</b> (check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____
<p><b>12. Form of Payment</b> (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</b></p> <p style="text-align: center;"><small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small></p>		
<p><b>15. Continuation Sheet(s) SF-LLL-A attached:</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: <u>Sean Loewe*</u></p> <p>Print: <u>Sean Loewe</u>      Name: _____</p> <p>Title: <u>Director of Sales</u></p> <p>Telephone No.: <u>800-893-3665</u>      Date: <u>7/24/19</u></p>
<p><b>Federal Use Only:</b></p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

\* No Lobbying Activities SF.



**EXHIBIT E  
BUY AMERICA CERTIFICATION**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all 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. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The [bidder or offeror] must submit to the Regional Transportation Commission of Washoe County, the appropriate Buy America certification below with its proposal. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

***In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.***

*Certificate of Compliance with Buy America Requirements*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: 7/24/19  
Signature: *Sean*  
Company: Bresco International, Inc.  
Name: Sean Luwe  
Title: Director of Sales

*Certificate of Non-Compliance with Buy America Requirements*

The bidder or offeror 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), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Company: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT F  
RECEIPT OF  
FEDERAL TRANSIT ADMINISTRATION (FTA) - REQUIRED CLAUSES**

**SOLICITATION NO.:** RTC20-01

**SOLICITATION TITLE:** Purchase and Delivery of RTC Bus Shelters

I have reviewed the attached Federal Clauses for the Purchase and Delivery of RTC Bus Shelters in conjunction with the Solicitation for the Purchase and Delivery of RTC Bus Shelters for which the firm Brasco International, Inc. has provided a proposal for consideration and hereby affirm that the firm Brasco International, Inc. shall conform to and abide by all aforementioned requirements as set forth and any amendments thereto.

*Seal*

\_\_\_\_\_  
Authorized Representative

Director of Sales

\_\_\_\_\_  
Title

Brasco International, Inc.

82-561-5305

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
DUNS/TINS Number

7/24/19

\_\_\_\_\_  
Date

SAMPLE

**EXHIBIT G  
BOYCOTT OF ISRAEL CERTIFICATE OF COMPLIANCE**

---

**CERTIFICATE OF COMPLIANCE**

---

This form certifies that Brasco International, Inc. (the "Contractor") is currently not boycotting Israel and, if awarded the contract, will, at all times and for the duration of the contract, abstain from boycotting Israel.

Senate Bill 26 and Nevada Revised Statute § 332 define "boycott of Israel" as follows:

1. "Boycott of Israel" means, except as otherwise provided in subsection 2, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with:

- (a) Israel; or
- (b) A person or entity doing business in Israel or in territories controlled by Israel,

if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion.

2. The term "boycott of Israel" does not include an action that is described in subsection 1 if the action:

- (a) Is based on a bona fide business or economic reason;
- (b) Is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or
- (c) Is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law

**The Contractor** hereby acknowledges that compliance with Senate Bill 26 and Nevada Revised Statute § 332 is a prerequisite to being awarded the contract.

If **the Contractor** is currently engaged in a boycott of Israel or, at any time during the duration of the contract, engages in a boycott of Israel, **the Contractor** hereby acknowledges and accepts the obligation to inform the Regional Transportation Commission.

This form further certifies that **the Contractor** understands and acknowledges that being currently engaged in or, at any time during the duration of the contract, engaging in a boycott of Israel will constitute a material breach of the contract.

SIGNED: \_\_\_\_\_

Representative

Date

7/24/19

**ATTACHMENT I**

**DBE FORM  
REGIONAL TRANSPORTATION COMMISSION  
PROPOSERS LIST INFORMATION FORM  
(49 CFR PART 26.45)**

In accordance with 49 CFR Part 26, the Regional Transportation Commission (RTC) must create a consultant's list of all DBEs and non-DBEs that propose or quote on DOT- assisted contracts. The purpose of this requirement is to collect information to assist in the calculation of the RTC's annual overall goal. Please complete the information below on all firms that provide you proposals or quotes, even if you do not use their proposal.

Firm Name	Address	Phone	DBE	Non-DBE	Age of Firm	Annual Receipts/ Type of Work
			(Check One)			

*None Available for Parts Used *Sf.**





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 3.9**

**TO:** Regional Transportation Commission

**FROM:** Andrew Jayankura, P.E., PTOE  
Engineer I

A handwritten signature in blue ink, appearing to read "Lee G. Gibson", is written over a horizontal line. Below the line, the text "Lee G. Gibson, AICP" and "Executive Director" is printed.

Lee G. Gibson, AICP  
Executive Director

**SUBJECT: Award of Professional Services Agreement (PSA) for the Kuenzli Street Conversion Project**

**RECOMMENDATION**

Approve a Professional Services Agreement (PSA) with Kimley-Horn & Associates to provide design services for the Kuenzli Street Conversion Project in an amount not to exceed \$225,414, authorize the RTC Executive Director to execute the agreement.

**SUMMARY**

This agreement (see Attachment A) with Kimley-Horn & Associates is for professional design services for the Kuenzli Street Conversion Project in the amount of \$225,414. The project includes the conversion of Kuenzli Street from a one-way to a two-way street from Wells Avenue (dependent on traffic analysis; if not feasible, from Kirman Avenue) to Giroux Street, and Giroux Street from Kuenzli Street to East 2<sup>nd</sup> Street. The new conversion will be accomplished with slurry seal and new striping. Additional traffic signal equipment, and some minor geometric upgrades will be added to ensure safe traffic mobility through the new configuration in the corridors. In addition, slurry seal will also include Kirman Avenue from Kuenzli Street to East 2<sup>nd</sup> Street and Kuenzli Street from Wells Avenue to Kirman Avenue (regardless if it converts to two-way). The signal at Kuenzli Street and Locust Street will be under study for removal.

Kimley-Horn was selected from the Traffic Engineering Services List as a qualified firm to perform engineering, construction management and quality assurance. Negotiation of the scope, schedule and budget has been successful and is within the appropriated budget.

**FISCAL IMPACT**

Project appropriations are included in the approved FY 2020 Budget and Program of Projects as part of the pavement preservation program.

**PREVIOUS ACTIONS BY BOARD**

April 19, 2019      Approved the Qualified Consultant List for Traffic Engineering Design Services

January 18, 2019      Approved the FY 2020 Program of Projects

**ADVISORY COMMITTEE(S) RECOMMENDATION**

There are no advisory committee recommendations pertaining to this report.

Attachment

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

This agreement (this "Agreement") is dated and effective as of \_\_\_\_\_, 2019, by and between the Regional Transportation Commission of Washoe County ("RTC") and Kimley-Horn and Associates, Inc. ("CONSULTANT").

WITNESSETH:

WHEREAS, RTC has selected Kimley-Horn and Associates, Inc. from the Traffic Engineering (TE) shortlist to perform Traffic Analysis and Pavement Resurfacing Design in connection with the Kuenzli Street Project (the "Project") which is wholly funded by local funds; and

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

ARTICLE 1 - ENGAGEMENT AND TERM

- 1.1. RTC hereby engages CONSULTANT and CONSULTANT hereby accepts the engagement to complete the Project.
- 1.2. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.3. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.



- 1.4. The term of this Agreement shall be from the date first written above through December 31, 2020, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.

## ARTICLE 2 - SERVICES OF CONSULTANT

### 2.1. SCOPE OF SERVICES

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

### 2.2. SCHEDULE OF SERVICES

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

### 2.3. OPTIONS

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

### 2.4. ADDITIONAL SERVICES

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

### 2.5. PERFORMANCE REQUIREMENTS

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

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

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

2.6. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Services (Tasks A to H)	\$139,385.00
Contingency (Task I)	\$10,750.80
Optional Services (Task J)	\$75,278.00
<hr/> Total Not-to-Exceed Amount	<hr/> \$225,413.80

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

#### ARTICLE 4 - INVOICING

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

#### ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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



## ARTICLE 6 - OWNERSHIP OF WORK

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

## ARTICLE 7 - TERMINATION

### 7.1. CONTRACT TERMINATION FOR DEFAULT

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

accepted, or services performed in accordance with the manner of performance set forth in this Agreement.

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

## 7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

## ARTICLE 8 - INSURANCE

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

## ARTICLE 9 - HOLD HARMLESS

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

## ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by RTC setting forth the provisions of this nondiscrimination clause.

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

## ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

### 11.1. NEGOTIATED RESOLUTION

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

### 11.2. MEDIATION

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



11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 - AUTHORIZED REPRESENTATIVES

- 12.1. RTC's Director of Engineering has authority to act as RTC's representative with respect to this Agreement. RTC's Director of Engineering shall have authority to transmit instructions, receive information, interpret and define RTC policies, and make decisions with respect to materials, equipment elements, and systems.
- 12.2. CONSULTANT's Vice President, Molly O'Brien, has authority to act as CONSULTANT's representative with respect to this Agreement and has authority to sign binding agreement on behalf of CONSULTANT.

ARTICLE 13 - NOTICE

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

RTC: Andrew V. Jayankura, P.E., PTOE, Project Manager  
Regional Transportation Commission  
1105 Terminal Way  
Reno, Nevada 89502  
(775) 332-2139

CONSULTANT: Christian Heinbaugh, P.E.  
Project Manager  
Kimley-Horn and Associates, Inc.  
5370 Kietzke Lane, Suite 100  
Reno, NV 89511  
775.200.1960

## ARTICLE 14 - DELAYS IN PERFORMANCE

### 14.1. TIME IS OF THE ESSENCE

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

### 14.2. UNAVOIDABLE DELAYS

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

### 14.3. NOTIFICATION OF DELAYS

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

### 14.4. REQUEST FOR EXTENSION

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

## ARTICLE 15 - GENERAL PROVISIONS

### 15.1. SUCCESSORS AND ASSIGNS

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

it be construed as giving any rights or benefits hereunder to anyone other than RTC and CONSULTANT.

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

A. CONSULTANT shall comply with all applicable federal, state and local government laws, regulations and ordinances. CONSULTANT shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, CONSULTANT shall furnish RTC certificates of compliance with all such laws, orders and regulations.



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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

APPROVED AS TO LEGALITY AND FORM

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

Dale E. Ferguson, Esq.  
RTC Legal Counsel

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

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

Lee G. Gibson, AICP, Executive Director

KIMLEY-HORN & ASSOCIATES, INC.

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

Molly O'Brien, Vice President

## **EXHIBIT A**

### **SCOPE OF SERVICES** **FOR THE** **KUENZLI STREET PROJECT**

#### **A. Preliminary and General Items (Project Management):**

1. Coordination with RTC project manager and staff will be ongoing throughout the project. Project duration is assumed to be 8 months, not including the optional construction services task. Project management and coordination meetings or conference calls will be held with the RTC and other parties as appropriate. CONSULTANT will coordinate kick-off meeting and hold progress meetings during course of project.
2. Coordination with appropriate agencies will be ongoing throughout the project. Coordination with property owners will also be done throughout this project to keep owners apprised of the project and access to their personal sites.
3. CONSULTANT is anticipating conducting a workshop once during preliminary design with key stakeholders.
4. This task includes monthly progress reports and accounting activities, schedule development and updates, and internal project coordination.

#### **B. Traffic Analysis**

1. Traffic Coordination. The CONSULTANT will request that the RTC perform a model run of the Regional Travel Demand Model with Kuenzli Street as a two-way street and the adjusted land use of the new Police Department headquarters. Reno Police Department headquarters traffic volumes will be provided by the City of Reno. (Note: Giroux is not a regional road and is not included in the model). The CONSULTANT will obtain peak hour traffic volume counts at the following intersections:
  - a. Kuenzli Street and Wells Avenue
  - b. Kuenzli Street and Kirman Avenue
  - c. Giroux Street and 2nd Street

The CONSULTANT will coordinate with the Reno Police Department (or City of Reno) to understand any modifications to the site of the new Police Department headquarters (i.e., driveway locations and proposed trip generation) in the northeast quadrant of the intersection of Kuenzli Street and Kirman Avenue.

The CONSULTANT will coordinate with RTC Transit to determine if the addition of eastbound transit stops is desired. If so, the CONSULTANT



and RTC Transit will identify the preferred location for these stops and plan for incorporation into the improvement plans.

2. **Data Collection.** The CONSULTANT will provide and utilize video cameras to collect 24-hour traffic counts on all four approaches of the intersection of Kuenzli Street and Locust Street. Based on the 24-hour traffic counts, the peak AM and PM peak hour periods will be determined (2 hours in the AM and 2 hours in the PM). Turning movement counts will be summarized for the AM and PM peak hours and will include vehicle, bicycle, and pedestrian counts. Traffic counts will not be collected on holiday, weekends, or during abnormal weather conditions.
3. **Analysis.** For the intersection of Kuenzli Street and Locust Street, the CONSULTANT will conduct a signal warrant analysis in conformance with the Manual of Traffic Control Devices (MUTCD) Chapter 4C for removal of the traffic signal. The following warrant analyses will be conducted:
  - a. Warrant 1, Eight-Hour Vehicle Volume
  - b. Warrant 2, Four-Hour Vehicle Volume
  - c. Warrant 3, Peak Hour
  - d. Warrant 4, Pedestrian Volume

If collected volumes do not meet any warrants, the existing traffic signal will be recommended for removal.

At the intersection of Kuenzli Street and Giroux Street, the CONSULTANT, using the traffic volume counts provided by the RTC, will conduct an all-way stop control analysis in conformance with the MUTCD Section 2B.07.

4. **Technical Memorandum.** The CONSULTANT will prepare a Draft Technical Memorandum summarizing the data collection, analysis, lane configuration recommendations, and findings. The RTC will review the Draft Technical Memorandum and provide written comments. The CONSULTANT will prepare a comment/resolution form and revise the Technical Memorandum as necessary. The CONSULTANT will provide two (2) hard copies and an electronic copy of the Final Technical Memorandum in PDF format to the RTC.

### C. Improvement Selection with Schematic Design

1. CONSULTANT understands that the project consists of the following primary project area and a secondary project area.
  - a. The **PRIMARY** project area consists of:
    - i. Kuenzli Street from Kirman Avenue to Giroux Street
      1. Surface treatment for preventative maintenance and striping revisions
      2. Conversion of one way to two way
      3. Signal modification associated with conversion
      4. Addition of up to four transit stop pads (Included as an optional task)
      5. Conduit for City of Reno fiber optic installation. City of Reno to provide number and size of conduit desired. (Included as an optional task)
    - ii. Kirman Avenue from the south end of the bridge over the Truckee River to East 2nd Street
      1. Surface treatment for preventative maintenance and striping revisions
      2. Striping and signal modifications to allow two way movements on Kuenzli Street
      3. Pedestrian ramp replacement at Kirman Avenue and Kuenzli Street intersection (NOTE: no other pedestrian ramp replacement is anticipated or included)
      4. Conduit for City of Reno fiber optic installation. City of Reno to provide number and size of conduit desired. (Included as an optional task)
    - iii. Giroux Street from Kuenzli Street to East 2nd Street
      1. Surface treatment for preventative maintenance and striping revisions
      2. Conversion of one way to two way
      3. Striping modifications to allow two way movements
      4. May need modifications at roundabout.
  - b. The **SECONDARY** project area consists of:
    - i. Kuenzli Street from Kirman Avenue to Wells Avenue
      1. Surface treatment for preventative maintenance and striping
      2. **Potential** conversion of one way to two way
      3. **Potential** signal modification associated with conversion
      4. **Potential** Removal of Kuenzli/Locust traffic signal
2. Results of the traffic analysis (Task B) will be used by the RTC and City of Reno to determine if conversion to two way traffic movements within the secondary project area is to be incorporated into the improvement design.

3. A schematic plan of the agreed upon project area and improvements will be developed to clarify limits and proposed improvements prior to initiation of preliminary design tasks.

**D. Preliminary Design (30%)**

1. Topographic survey will be obtained at the intersections of Kuenzli Street with Wells Avenue (optional), Locust Street, Kirman Avenue, and Giroux Street. Topographic survey will also be obtained at the intersection of Giroux Street and 2nd Street. Publicly available aerial imagery will be utilized for determining curb alignment and existing striping between intersections.
2. Mapping. Provide field topo survey in a digitized format for plan view at a scale of 1"=40' along the length of the project.
3. Boundary Survey. Provide field reconnaissance to determine location of monuments, control ties or other physical features or evidence that may affect the boundary of the PROJECT at intersections identified in Section D.1 above. Conduct field measurements necessary to relate the position of physical evidence pertinent to the boundaries of the PROJECT and make computations to verify the correctness of field data acquired. Establish the points and lines necessary to define the boundary of the PROJECT. For this survey, CONSULTANT will NOT set parcel corners or file a Record of Survey, the boundary information will be used and placed on the topographic map
4. Design Survey. Obtain measurements locating physical features at intersections identified in D.1. including: (1) top back of curb and lip of gutter locations; (2) pad elevations for directly adjacent developments; (3) sign and signal support locations; (4) and power poles and street lights.
5. Pavement Condition Analysis: CONSULTANT understands that a standard pavement surface treatment (i.e. slurry seal or microsurface) will be utilized throughout the selected project area to provide preventative maintenance and allow for necessary striping revisions. Consultant will perform a field visit to identify pavement areas that show signs of structural fatigue (alligator cracking, rutting, etc.) and identify these locations for incorporation into the plans to receive structural repairs (base repairs).
6. Prepare 30% Plans and Estimate of Probable Construction Cost
  - a. Plans and Specifications. Prepare preliminary plans and a preliminary cost estimate suitable for RTC and Local Government review.



- b. Identification of required signal modifications will be completed with this task to allow for early procurement of these facilities by RTC/City of Reno.
- c. CONSULTANT will perform a project walk through to evaluate that every aspect of the project scope has been captured.

**E. Preliminary Design (60%)**

- 1. Prepare 60% Plans and Specifications
  - a. Plans and Specifications. Prepare preliminary plans, an outline of Technical Specifications, and a preliminary cost estimate suitable for RTC and Local Government review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections.
  - b. CONSULTANT will perform a project walk through to evaluate that every aspect of the project scope has been captured.

**F. Preliminary Design (90%)**

- 1. Prepare 90% Plans and Specifications
  - a. Plans and Specifications. Prepare preliminary plans, an outline of Technical Specifications, and a preliminary cost estimate suitable for RTC and Local Government review. Construction plans shall cover an area sufficient for contractor's later use as a base for traffic control plans, e.g., coverage should include traffic control taper areas across intersections.
  - b. CONSULTANT will perform a project walk through to evaluate that every aspect of the project scope has been captured.

**G. Final Design**

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

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

- Cover Sheet (1 sheet)
- Plan Sheets (at 1"=20' scale, up to 12 sheets assumed)
- Intersection and Signal Layout Plan Sheets (at 1"=10' scale, up to 6 sheets assumed)
- Striping Plan Sheets (at 1"=20', up to 12 sheets assumed)
- Detail Sheets (up to 2 sheets assumed)

The Contract Documents and Technical Specifications will reference the latest edition of Standard Specifications for Public Works Construction (Orange Book) for standard construction items. Technical provisions will be prepared for approved deviations from the Orange Book and unique construction items not adequately covered in the Orange Book. The final plans and specifications will be signed and sealed by a Nevada Registered Professional Civil Engineer in responsible charge of preparation. Plans and specifications will be submitted to the RTC, City of Reno, utility agencies and other affected parties for review at the 30%, 60%, 90%, 100%, and final stages of completion per the following:

- 30%, 60%, & 90% Plans – One 11" x 17" set to RTC, six 11"x17" sets to City of Reno, and one 11"x17" set each to utility agencies and other affected parties.
  - 90% Specifications – One set each to RTC and City of Reno.
  - 100% Plans – One 11"x17" each to RTC and City of Reno.
  - 100% Specifications – One set each to RTC and City of Reno.
  - Final Working Plan Set – One 22"x34" set to RTC, one 11"x17" set each to RTC and City of Reno.
  - Final Working Specification Document – One set each to RTC and City of Reno, one copy in MS Word format of the Contract Documents and Technical Specifications to RTC.
- b. Independent Checker. An independent checker will check, initial and date each plan sheet. A quality control review of the plans, contract documents and technical specifications will be performed which will focus on technical aspects of the plans and specifications and will ensure that all items of work are adequately covered.
- c. NDOT Encroachment Permit – CONSULTANT will prepare design sheets and submit to NDOT for an encroachment permit where the project intersects 2<sup>nd</sup> Street. RTC to pay any permit fees associated with permits.

## 2. Bidding Services

- a. Plan Set and Specification Distribution. CONSULTANT will provide the RTC with final plans and specifications, including addenda, in Portable Document Format (PDF), for use in the Ebid system.
- b. Pre-bid Meeting. CONSULTANT will be available during the bidding process to answer technical questions and will hold the pre-bid meeting. All questions and responses will be documented and provided to RTC. CONSULTANT will prepare and provide PDF addenda, if required. All questions regarding legal aspects of the contract documents will be referred directly to RTC. CONSULTANT will prepare and provide a PDF summary of the pre-bid meeting, as directed by the RTC.
- c. Bid Opening. CONSULTANT will attend the bid opening and review the bids received for irregularities and provide a recommendation for award. CONSULTANT will tabulate bid results into a MS Excel spreadsheet and check multiplication and addition of bid items.

**H. Permitting Fees.** CONSULTANT will pay pertinent permitting fees associated with the project. \$5,000 has been assigned to this task to cover permitting fees, if fees exceed this amount, CONSULTANT will provide a revised scope and fee to cover additional costs.

### **I. Contingency (8% base services fee)**

1. This is a contingency for miscellaneous increases within the scope of this contract. CONSULTANT shall provide a letter detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the RTC Project Manager's written approval.

### **J. Optional Design Tasks**

1. Geotechnical investigation. CONSULTANT will perform a geotechnical investigation at up to four locations. The geotechnical investigation will consist of a literature review, subsurface exploration utilizing borings, laboratory testing, and engineering analysis to allow formulation of geotechnical recommendations for design and construction of up to four bus stops. A single geotechnical investigation report will be completed for all bus stops (up to four).
2. Supplemental topographic survey. CONSULTANT will obtain supplemental topographic survey information for up to four locations for proposed bus



stops. The supplemental topographic survey will provide required existing site information and right of way identification for design of up to four additional bus stops within the project limits.

3. Bus stop design. CONSULTANT will incorporate design of up to four bus stop locations into the project design. The bus stop design may include concrete curb and gutter replacement, sidewalk and passenger pick up/drop off improvements, passenger waiting area, and bus stop signage.
4. Legal description/exhibits for TCE and PE. CONSULTANT will prepare up to four legal descriptions with exhibits for temporary construction easements (TCE) and/or permanent easements (PE).
5. City of Reno fiber optic layout with utility survey and investigation. This optional task provides for incorporation of City of Reno fiber optic addition to the base project plans.

CONSULTANT will obtain supplemental topographic survey information to locate existing physical features within the road segments between the intersections identified for topographic survey (Task D.1.). The additional topographic survey will include (1) top back of curb and lip of gutter locations on 50-foot intervals and at grade breaks; (2) manhole rims, flowlines, directions of flow, and pipe size for sewer and storm drain infrastructure; (3) water and gas valves, including top of nut; (4) fire hydrants, power poles, street lights; (5) vaults and meter locations.

CONSULTANT will investigate and locate subsurface utilities within the roadway right-of-way, and areas reasonably effected, in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Data, Quality Level C. Additionally, CONSULTANT will coordinate with Utility Owners to remove lids of surface features and document depth of utility device, or invert of pipe, within such surface features. Deliverables will include: Depiction of subsurface utilities on plan sheets developed under Section 2.1.B, Preliminary Design. An inventory of subsurface utility surface features by Owner, type, location, and depth of feature or pipe invert.

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

Utility Pothole Exploration: Should insufficient information be available from existing records to determine whether or not conflicts between the proposed work and existing utilities will occur, the CONSULTANT will not pothole locations to make such a determination. This will be an added scope of work.

**K. Optional Construction Services (Sole Option and Discretion of RTC)**

The RTC and CONSULTANT shall review Optional Construction Services following the completion of final design.

SAMPLE

Exhibit "B"

Exhibit B - Schedule of Services - RTC Kuenzli Street  
8-Oct-19

TASK	DESCRIPTION										Direct Expenses/ Subconsultants	Total
		System Manager	Principal	Project Manager	Senior Professional	Senior Technical Support	Analyst	Accounting	Technical Support	Administration		
		\$275	\$225	\$205	\$188	\$147	\$122	\$115	\$112	\$100		
<b>A</b>	<b>PRELIMINARY AND GENERAL ITEMS</b>											
	Kickoff meeting			2	1		4			1		\$1,186.00
	Monthly progress reports/accounting (8 month project duration assumed)			8	1			8				\$2,748.00
	Project Management/Coordination/Schedule			24	2					4		\$5,696.00
	Stakeholder Workshop			2	1		4			1		\$1,186.00
	<b>Subtotal Hours</b>	0	0	36	5	0	8	8	0	6		
	<b>Subtotal Fee</b>	\$0.00	\$0.00	\$7,380.00	\$940.00	\$0.00	\$976.00	\$920.00	\$0.00	\$600.00	\$0.00	\$10,816.00
<b>B</b>	<b>TRAFFIC ANALYSIS</b>											
	Traffic coordination				6		4					\$1,616.00
	Data collection				2		4		4		\$1,300.00	\$2,956.00
	Kuenzli/Locust analysis				3		2					\$808.00
	Kuenzli/Giroux analysis				3		1					\$686.00
	Draft technical memorandum		2	2	4	6	15			4		\$4,724.00
	Final technical memorandum		1	1	2	2	5			2		\$1,616.00
	<b>Subtotal Hours</b>	0	3	3	20	10	29	0	4	6		
	<b>Subtotal Fee</b>	\$0.00	\$675.00	\$615.00	\$3,760.00	\$1,470.00	\$3,538.00	\$0.00	\$448.00	\$600.00	\$1,300.00	\$12,406.00
<b>C</b>	<b>IMPROVEMENT SELECTION WITH SCHEMATIC DESIGN</b>											
	Determination of secondary project area improvements			4			2				\$0.00	\$1,064.00
	Schematic plan for project improvements			1			8		4		\$0.00	\$1,629.00
	<b>Subtotal Hours</b>	0	0	5	0	0	10	0	4	0		
	<b>Subtotal Fee</b>	\$0.00	\$0.00	\$1,025.00	\$0.00	\$0.00	\$1,220.00	\$0.00	\$448.00	\$0.00	\$0.00	\$2,693.00
<b>D</b>	<b>PRELIMINARY DESIGN (30%)</b>											
	Topographic survey/mapping			2			8				\$23,000.00	\$24,386.00
	Boundary survey			1			4				\$3,450.00	\$4,143.00
	Pavement condition analysis			8			16			16		\$5,192.00
	30% plans and cost estimate	4		40		20	40			16		\$18,720.00
	Project walk through			2			4					\$898.00
	RTC/CoR review meeting			1			2					\$449.00
	<b>Subtotal Hours</b>	4	0	54	0	20	74	0	0	32		
	<b>Subtotal Fee</b>	\$1,100.00	\$0.00	\$11,070.00	\$0.00	\$2,940.00	\$9,028.00	\$0.00	\$0.00	\$3,200.00	\$26,450.00	\$53,788.00
<b>E</b>	<b>PRELIMINARY DESIGN (60%)</b>											
	60% plans, outline tech specs, and cost estimate	4		30	8	16	40		10		\$100.00	\$17,206.00
	Utility coordination			4			8					\$1,796.00
	Project walk through			2			4					\$898.00
	Independent check/QC			4								\$900.00
	RTC/CoR review meeting			1			2					\$449.00
	<b>Subtotal Hours</b>	4	4	37	8	16	54	0	10	0		
	<b>Subtotal Fee</b>	\$1,100.00	\$900.00	\$7,585.00	\$1,504.00	\$2,352.00	\$6,588.00	\$0.00	\$1,120.00	\$0.00	\$100.00	\$21,249.00



Exhibit "B"

TASK	DESCRIPTION										Direct Expenses/ Subconsultants	Total	
		System Manager	Principal	Project Manager	Senior Professional	Senior Technical Support	Analyst	Accounting	Technical Support	Administration			
F	<b>PRELIMINARY DESIGN (90%)</b>												
	90% plans, outline tech specs, and cost estimate	2		16	4	8	24			10		\$100.00	\$9,906.00
	Utility coordination			2			8						\$1,386.00
	Project walk through			2			4						\$898.00
	Independent check/QC		4										\$900.00
	RTC/CoR review meeting			1			2						\$449.00
	<b>Subtotal Hours</b>	2	4	21	4	8	38	0		10	0		
	<b>Subtotal Fee</b>	\$550.00	\$900.00	\$4,305.00	\$752.00	\$1,176.00	\$4,636.00	\$0.00		\$1,120.00	\$0.00	\$100.00	\$13,539.00
G	<b>FINAL DESIGN</b>												
	Final plans and contract documents			16	4	4	24			8		\$100.00	\$8,544.00
	Independent check/QC		4										\$900.00
	NDOT Encroachment Permit			4			10				4	\$100.00	\$2,540.00
	Prebid meeting/address RFI and Addenda			8			8			20			\$7,256.00
	Bid opening			2			2						\$654.00
	<b>Subtotal Hours</b>	0	4	30	4	12	56	0		8	24		
	<b>Subtotal Fee</b>	\$0.00	\$900.00	\$6,150.00	\$752.00	\$1,764.00	\$6,832.00	\$0.00		\$896.00	\$2,400.00	\$200.00	\$19,894.00
H	<b>Permitting Fees (\$5,000 assumed)</b>											\$5,000.00	\$5,000.00
I	<b>CONTINGENCY (8% base services fee)</b>												\$10,750.80
	<b>Total Basic Services Hours</b>	10	15	186	41	86	269	8		36	88		
	<b>Total Basic Services Fee</b>	\$2,750.00	\$3,375.00	\$38,130.00	\$7,708.00	\$9,702.00	\$32,318.00	\$920.00		\$4,032.00	\$6,800.00	\$33,150.00	\$150,135.80
J	<b>OPTIONAL DESIGN TASKS</b>												
	Geotechnical investigation (up to 4 bus stops)			4			8					\$22,770.00	\$24,566.00
	Supplemental Topographic survey (up to 4 bus stops)			4			8			10		\$5,750.00	\$8,746.00
	Bus stop design (up to 4 bus stops)			8			24			20			\$10,096.00
	Legal descriptions/exhibits for TCE and PE (up to 4)			4			8					\$15,180.00	\$16,976.00
	City of Reno fiber optic layout with utility survey and investigation	4		8			8			24		\$8,050.00	\$14,894.00
	<b>Subtotal Hours</b>	0	0	28	0	32	64	0		0	30		
	<b>Subtotal Fee</b>	\$0.00	\$0.00	\$5,740.00	\$0.00	\$4,704.00	\$7,808.00	\$0.00		\$0.00	\$3,000.00	\$51,750.00	\$75,278.00
	<b>Total Basic Services PLUS OPTIONAL DESIGN TASKS fee</b>												\$225,413.80
K	<b>OPTIONAL CONSTRUCTION SERVICES</b>												TBD

**Exhibit C**

Indemnification and Insurance Requirements

SAMPLE

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

2018-11-02 Version

**1. INTRODUCTION**

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

**2. INDEMNIFICATION**

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

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

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

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



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

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

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

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

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

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

### **3. GENERAL REQUIREMENTS**

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

### **4. VERIFICATION OF COVERAGE**

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

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

## **5. NOTICE OF CANCELLATION**

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

## **6. SUBCONSULTANTS & SUBCONTRACTORS**

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

## **7. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

## **8. ACCEPTABILITY OF INSURERS**

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

## **9. OTHER CONDITIONS**

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

## **10. COMMERCIAL GENERAL LIABILITY**

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

CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations,



products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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

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

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

#### **11. COMMERCIAL AUTOMOBILE LIABILITY**

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

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

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

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

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

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

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

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

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

### **13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY**

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



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 3.10**

**TO:** Regional Transportation Commission

**FROM:** Dale Keller, P.E.  
Engineer II



Lee G. Gibson, AICP  
Executive Director

**SUBJECT: Approve the procurement for the selection of Engineering Professional Services for Design the Sparks Boulevard Capacity Project**

**RECOMMENDATION**

Authorize the procurement for the selection of Engineering Professional Services for the Design of the Sparks Boulevard Capacity Project.

**SUMMARY**

The RTC seeks to increase safety, add roadway capacity, and improve bicycle and pedestrian facilities by widening Sparks Boulevard to six (6) lanes between Greg Street and Baring Boulevard.

This procurement will begin the qualification-based selection process to identify the top-ranked firm for environmental services, preliminary engineering, and final design of the Sparks Boulevard Capacity Project.

The Regional Transportation Plan (RTP) currently defines the Sparks Boulevard Project as a capacity project that falls within the first five years of the 2040 RTP. The project is identified in the Capacity Improvement Plan (CIP) and the Transportation Improvement Plan (TIP). The RTC Board approved the FY 2020 Program of Projects that included Sparks Boulevard.

**FISCAL IMPACT**

Appropriations are included in the FY 20 Budget and FY 20 Program of Projects.

**PREVIOUS ACTIONS BY BOARD**

There has been no previous action by the Board on this matter.



## **ADDITIONAL BACKGROUND**

Sparks Boulevard is a major north-south corridor located in Sparks, Nevada that serves the Truckee Meadows area by connecting the Pyramid Highway in Spanish Springs to Interstate 80 and to the newly constructed Veterans Parkway at Greg Street. The approximately three (3) mile long segment of Sparks Boulevard between Greg Street and Baring Boulevard is currently a four-lane divided roadway throughout, except between the I-80 ramps and E. Lincoln Way.

The primary purpose and need of the project is to provide capacity improvements to allow for improved traffic operations and policy level of service throughout the corridor based on existing and projected traffic volumes. The Project also seeks to perpetuate and provide multimodal improvements, address vehicle safety issues through improved geometry and other means, and to improve overall corridor crosswalk safety and crosswalk application.

Sparks Boulevard along with Veterans Parkway has become a regional bicycle route because of the desirable north-south connectivity. Bike lanes are proposed throughout the length of the corridor and a combination of multi-use paths and sidewalks will provide pedestrian connectivity throughout. In addition and at the northern limits of the Project, the corridor is heavily used by pedestrians near Reed High School.

Sparks Boulevard traverses through a wide variety of geographical features, human and natural resources, water conveyances (North Truckee River Drain), and existing infrastructure. Design and construction of these improvements will require detailed coordination with numerous agencies and public utility entities. Several potential actions are foreseeable that would require federal agency review and possibly a nexus for the National Environmental Policy Act (NEPA) processes.

The Scope of Services is anticipated to include the following items:

- Project Management
- Public and Agency Involvement
- Investigation of Existing Conditions
- Right of Way/Utilities
- Preliminary Design
- Environmental Studies, Documentation, and Support Services
- Final Design

Consultant proposals will be evaluated on project approach and project knowledge including potential project challenges, opportunities, and unusual circumstances that should be considered during the design. Additional criteria for evaluations will include past performance, project team, and availability and capacity.

## **ADVISORY COMMITTEE(S) RECOMMENDATION**

There are no advisory committee recommendations regarding this report.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 3.11**

**TO:** Regional Transportation Commission

**FROM:** Scott Gibson, P.E.  
Engineer II



\_\_\_\_\_  
Lee G. Gibson, AICP  
Executive Director

**SUBJECT: Professional Services Agreement with Lumos and Associates for the 2020 Preventive Maintenance Program Project**

**RECOMMENDATION**

Approve a Professional Services Agreement (PSA) with Lumos and Associates for the 2020 Preventive Maintenance Program project for design services and construction management services in the amount of \$784,720; authorize the RTC Executive Director to execute the agreement.

**SUMMARY**

This agreement (see Attachment A) will provide design and construction management services for the 2020 Preventive Maintenance Program. The work will include pavement patching, crack sealing and micro-surfacing of approximately 200 lane miles of RTP roadways within Washoe County, Reno, and Sparks. Also included within the scope of work are striping design services for road modifications to provide street, operational, and safety improvements and long range scoping. Lumos and Associates were again selected off the highly qualified list as the consultant for this project due to their experience and performance in delivering this successful program.

**FISCAL IMPACT**

Funds for this project are budgeted in the Fiscal Year (FY) 2020 Program of Projects (POP).

**PREVIOUS ACTIONS BY BOARD**

January 18, 2019                      Adopted the FY 2020 Fuel Tax Program of Projects; including \$7,500,000 for design and construction associated with the 2020 Preventive Maintenance Program.

### **ADDITIONAL BACKGROUND**

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

### **ADVISORY COMMITTEE(S) RECOMMENDATION**

There are no advisory committee recommendations regarding this agenda item.

Attachment



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

This agreement (this "Agreement") is dated and effective as of \_\_\_\_\_, 2019, by and between the Regional Transportation Commission of Washoe County ("RTC") and Lumos & Associates, Inc. ("CONSULTANT").

**WITNESSETH:**

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

WHEREAS, RTC wishes to retain the CONSULTANT to perform those services in connection with the Annual Pavement Preservation Project for 2020 (the "Project"); and

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

**ARTICLE 1 - ENGAGEMENT AND TERM**

- 1.1. RTC hereby engages CONSULTANT and CONSULTANT hereby accepts the engagement to complete design and construction services in connection with the Project.
- 1.2. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.3. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order, CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.

- 1.4. The term of this Agreement shall be from the date first written above through December 31, 2020, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.

## ARTICLE 2 - SERVICES OF CONSULTANT

### 2.1. SCOPE OF SERVICES

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

### 2.2. SCHEDULE OF SERVICES

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

### 2.3. OPTIONS

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

### 2.4. ADDITIONAL SERVICES

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

### 2.5. PERFORMANCE REQUIREMENTS

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

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

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

2.6. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Design Services (Tasks 2.1.A-2)	\$ 61,240.00
Total Construction Services (Task 2.1.C to 2.1.H)	\$673,480.00
<u>Total Project Contingency (Task 2.1.I)</u>	<u>\$ 50,000.00</u>
Total Services	\$784,720.00

3.3. For any work authorized under Section 2.4, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.4, "Additional



Services," when performed by persons who are not employees or individuals employed by affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.

- 3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT's indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.

#### ARTICLE 4 - INVOICING

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

#### ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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

#### ARTICLE 6 - OWNERSHIP OF WORK

- 6.1. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by CONSULTANT in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by CONSULTANT prior to the execution of the Project that will be used in the Project and services rendered under this Agreement, is excluded from this requirement.

CONSULTANT and its sub-consultants shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to CONSULTANT in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by CONSULTANT under this Agreement shall, upon request, also be provided to RTC.

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

## ARTICLE 7 - TERMINATION

### 7.1. CONTRACT TERMINATION FOR DEFAULT

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

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

7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - HOLD HARMLESS

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

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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



- 10.3. CONSULTANT will cause the foregoing provisions to be inserted in all sub-agreements for any work covered by this Agreement so that such provisions will be binding upon each sub-consultant.

## ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

### 11.1. NEGOTIATED RESOLUTION

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

### 11.2. MEDIATION

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

### 11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 - AUTHORIZED REPRESENTATIVES

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

ARTICLE 13 - NOTICE

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

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

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

ARTICLE 14 - DELAYS IN PERFORMANCE

- 14.1. TIME IS OF THE ESSENCE

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

#### 14.2. UNAVOIDABLE DELAYS

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

#### 14.3. NOTIFICATION OF DELAYS

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

#### 14.4. REQUEST FOR EXTENSION

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

### ARTICLE 15 - GENERAL PROVISIONS

#### 15.1. SUCCESSORS AND ASSIGNS

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

#### 15.2. NON TRANSFERABILITY

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



15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

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

15.7. EXCLUSIVE AGREEMENT

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

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

APPROVED AS TO LEGALITY AND FORM

By: \_\_\_\_\_  
Dale E. Ferguson, Esq.  
RTC Chief Legal Counsel

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

By: \_\_\_\_\_  
Lee G. Gibson, Executive Director

LUMOS & ASSOCIATES, INC.

By: \_\_\_\_\_  
Steven G. Moon, Director, Construction Division

SAMPLE



**Exhibit A**

Scope of Services

SAMPLE

## NON-CONSTRUCTION SERVICES

### 2.1.A.2 Investigate Existing Conditions

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

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

## CONSTRUCTION SERVICES

### 2.1.E. Administration

Provide contract administration services as follows:

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

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

Provide survey and design services as follows:

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

#### 2.1.F-2. Striping Modification and Design

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

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

#### 2.1.G-1. Inspection - Patching

The following staffing shall be provided during asphalt patching placement:

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

#### 2.1.G-2. Inspection – Crack Seal

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

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



### 2.1.G-3. Inspection – Slurry Seal

The following staffing shall be provided during slurry seal placement:

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

### 2.1.G-4. Inspection – Striping

The following staffing shall be provided during pavement striping placement:

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

The inspectors will:

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

### 2.1.H. Materials Testing

Provide Material Testing for compliance with the specifications per the Standard Specifications for Public Works Construction, latest addendum of the 1996 Edition (Orange Book) testing requirements.

The following tests and frequencies shall be performed:

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

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

#### 2.1.I. Project Contingency

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

**Exhibit B**

Compensation

SAMPLE





**EXHIBIT "B-2"**

**RTC OF WASHOE COUNTY  
2020 Preventive Maintenance Project**

JOB NO.: LA19.789  
DATE: 9/24/2019

**BUDGET ESTIMATE**

TASK	\$230 DIRECTOR	\$175 PROJECT MANAGER	\$175 SURVEY PROJECT MANAGER	\$160 CONSTRUCTION SERVICES ENGINEER	\$125 STAFF SURVEYOR	\$105 ENGINEERING TECHNICIAN 2	\$120 SENIOR INSPECTOR	\$100 FIELD TECH 2	\$95 FIELD TECH 1	\$75 ADMINISTRATOR	TOTAL
2.1.A-2 Investigate Existing Conditions, 2021 P.M.	8.00	120.00	-	-	-	-	320.00	-	-	-	\$ 61,240.00
<b>SUBTOTAL CE</b>											\$ 61,240.00
2.1.E-1 CONSTRUCTION SERVICES (150 Calendar Days)											
2.1.E Administration	20.00	110.00	-	-	-	100.00	-	-	-	80.00	\$ 40,350.00
2.1.F-1 Survey - Data Collection/Layout for 2020 P.M.	10.00	32.00	6.00	-	30.00	380.00	720.00	-	-	-	\$ 139,000.00
2.1.F-2 Survey - Striping Modification and Design											\$ 40,000.00
2.1.G-1 Inspection - Patching (40 W/D's @ 10 hrs/day) <sup>(1)</sup>	4.00	50.00	-	-	-	10.00	400.00	-	-	-	\$ 58,720.00
2.1.G-2 Inspection - Crack Seal Placement (50 W/D's @ 2hrs/day) <sup>(2)</sup>	4.00	15.00	-	-	-	5.00	100.00	-	-	-	\$ 16,070.00
2.1.G-3 Inspection - Slurry Seal Placement (80 W/D's) <sup>(3)</sup>	4.00	140.00	-	-	-	20.00	1,600.00	-	-	-	\$ 219,520.00
2.1.G-4 Inspection - Striping (80 W/D's) <sup>(4)</sup>	4.00	140.00	-	-	-	20.00	800.00	-	-	-	\$ 123,520.00
2.1.H Testing				30.00				80.00			\$ 12,800.00
						Striping Plates	Slurry Agg Testing <sup>(5)</sup>	Emulsion Testing <sup>(5)</sup>	Marshall AC Testing <sup>(5)</sup>	AC Coring <sup>(6)</sup>	
Laboratory Testing \$						\$ 1,000.00	\$10,800.00	\$6,300.00	\$4,050.00	\$1,350.00	23,500.00
<b>SUBTOTAL CM</b>											673,480.00
2.1.I Project Contingency											\$ 50,000.00
<b>GRAND TOTAL CE + CM</b>											\$ 784,720.00

<sup>(1)</sup> Patching Inspection time based on one (1) inspector for 10 hours per day for 40 shifts of patching.

<sup>(2)</sup> Crack Seal Inspection time based on one (1) inspector for 2 hours per day for 50 shifts of crack seal placement.

<sup>(3)</sup> Slurry Inspection time based on two (2) inspectors, 10 hours per day for 80 shifts of Slurry.

<sup>(4)</sup> Striping Inspection time based on one (1) inspector for 10 hours per day for 80 shifts of Striping placement.

<sup>(5)</sup> See attached B-3 sheet for frequency of testing for asphalt concrete, slurry aggregates and emulsion.

<sup>(6)</sup> Anticipated project budget as provided by RTC on September 23, 2019

Slurry Budget: \$ 6,500,000<sup>(6)</sup>  
 CM Costs: 10.4% 11.3%  
 Prelim/Design Costs: 0.9%



## 2020 PREVENTIVE MAINTENANCE MATERIAL TESTING

EXHIBIT "B-3" - Testing Fee Breakdown

### Slurry Aggregates

Test	Unit Cost
Sand Equivalent	\$200.00
Durability	\$225.00
Sieve Analysis	\$175.00
	<u>\$600.00</u> per aggregate series
	\$10,800.00 ( Total for 18 series)

### Emulsion Testing

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

### Plantmix Testing

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

SAMPLE



<b>Engineering &amp; Development</b>	<b>Per Hour</b>
President	\$255
Director	230
Group Manager	215
Planning Group Manager	175
Project – Senior Project Manager	175-185
Staff Hydrogeologist - Hydrogeologist - Senior Hydrogeologist	155-165-170
Staff - Project - Senior Engineer	135-145-155
Staff - Project - Senior Structural Engineer	135-145-165
Landscape Architect Manager	145
Landscape Architect Designer – Landscape Architect	120-135
Project Coordinator	130
Project - Senior Project Designer	120-125
Structural - Senior Structural Designer	105-115
Assistant Planner	105
Engineering Technician I - II	95-105
Support Technician	70
<b>Construction</b>	<b>Per Hour</b>
Director	\$230
Group Manager	215
Project Manager	175
Geotechnical Engineer	195
Construction Services Engineer	160
Construction Services Supervisor	140
Geotechnician	130
Inspector - Senior Inspector (includes nuclear gauge)	110-120
Field Technician I – II (includes nuclear gauge)	95-100
<b>Surveying</b>	<b>Per Hour</b>
Director	\$230
Group Manager	215
Project Manager	175
Project - Senior Surveyor	140-150
Project Coordinator	130
Staff Surveyor	125
Surveying Technician I - II	100-115
Party Chief	145
Chain Person	75
<b>Administrative &amp; Other Services</b>	<b>Per Hour</b>
Administrator	\$75
Clerical	65
30x42 Color/B&W (per copy)	10/5
24x36 Mylar/Color/B&W (per copy)	20/5/3
8.5x11 Color /B&W (per copy)	0.50/0.15
Mileage (per mile)	0.70

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

**Invoices are due upon receipt and considered to be past due after 30 days.**  
**This fee schedule applies to services provided from May 6, 2019 until further notice.**



<b>Testing/Inspection</b>		<b>Per Hour</b>
Director		\$230
Group Manager		215
Geotechnical Engineer		195
Construction Services Engineer		160
Construction Services Supervisor		140
Geotechnician		130
Senior Inspector (includes nuclear gauge)		120
Inspector (includes nuclear gauge)		110
Field Technician II (includes nuclear gauge)		100
Field Technician I (includes nuclear gauge)		95
Administrator		75
Clerical		65

<b>Particle Size Testing For Soils/Aggregates</b>		<b>Each</b>
Sieve Analysis	(ASTM C-136/C-117)	\$175
Wash	(ASTM C-117)	125
Grain Size Analysis Soils	(ASTM D-421/422)	300
Sieve Analysis/Wash (coarse combined)	(ASTM C-136/C-117)	200

<b>Soils &amp; Aggregate Testing</b>		<b>Each</b>
Specific Gravity & Absorption — Coarse or Fine Aggregate	(ASTM C-127/C-128)	\$125
Sand Equivalent	(ASTM D-2419)	200
Dry Unit Weight of Aggregate	(ASTM C-29)	100
Organic Impurities	(ASTM C-40)	75
Fractured Faces	(NDOT T-230)	100
L.A. Abrasion	(ASTM C-131)	250
Sodium Sulfate Soundness (5 cycles)	(ASTM C-88)	500
Moisture Content	(ASTM C-566)	50
Moisture Content and Unit Density	(ASTM D-2937)	75
Plastic Index	(ASTM D-4318)	225
Expansion Index	(ASTM D-4829)	275
R-Value	(ASTM D-2844)	350
California Bearing Ratio	(ASTM D-1883)	Quote on request
Direct Shear	(ASTM D-3080)	350
Unconfined Compression	(ASTM D-2166)	Quote on request
Consolidation	(ASTM D-2435)	500
Permeability (4-inch Rigid Wall, Falling head)	(ASTM D-4491)	Quote on request
Soluble Sulfates		Quote on request
pH	(ASTM D-4972)	Quote on request
Resistivity		Quote on request
Clay Lumps/Friable Parts	(ASTM C-142)	100
Cement Treated Base Mix Design		Quote on request
Cement Treated Base Compression Test		75
Fine Durability Index	(ASTM D-3744)	225
Coarse Durability Index	(ASTM D-3744)	300
Cleanness Value	(CAL 229)	225

<b>Moisture Density Testing</b>		<b>Each</b>
Compaction	(ASTM D-698 or ASTM D-1557)	\$275
Rock Correction	(ASTM D-4718)	125
Harvard Miniature	(NDOT T-101)	110
CAL 216		225
Check Point	(ASTM D-1557)	125



<b>Emulsion Testing</b>		<b>Each</b>
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 24 hr. turnaround	\$400
% Residue By Evaporation/Softening Point (Ring & Ball)	(AASHTO T-53 & T-59) 3-day turnaround	350
Saybolt Furol Viscosity Test @ 122°	(AASHTO T-59)	275

<b>Concrete Testing</b>		<b>Each</b>
Compression Concrete Cylinders	(ASTM C-39)	\$40
Hold Cylinder (Cured but not tested)		25
Compression, Concrete Core	(ASTM C-42)	35
Flexural Strength of Concrete Beams	(ASTM C-78/C-293)	75
Compression, Grout Cylinder	(UBC 24-28)	35
Compression, Mortar Cylinder	(UBC 24-28)	35
Masonry Block Absorption and Moisture	(ASTM C-140)	Quote on request
Shrinkage	(ASTM C-426)	Quote on request
Compression, Concrete Masonry Units	(ASTM C-140)	Quote on request
Compression, Concrete Masonry Prisms	(ASTM C-1314)	Quote on request
Density of Spray Applied Fireproofing		Quote on request
Concrete Mix Design, including Mixing and Casting of Cylinders		Quote on request

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

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

**Invoices are due upon receipt and considered to be past due after 30 days.  
This fee schedule applies to services provided from February 1, 2019 until further notice.**

**Exhibit C**

**Indemnification and Insurance Requirements**

SAMPLE



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

2018-11-02 Version

## **1. INTRODUCTION**

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

## **2. INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

### **3. GENERAL REQUIREMENTS**

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

### **4. VERIFICATION OF COVERAGE**

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

## **5. NOTICE OF CANCELLATION**

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

## **6. SUBCONSULTANTS & SUBCONTRACTORS**

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

## **7. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

## **8. ACCEPTABILITY OF INSURERS**

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



## **9. OTHER CONDITIONS**

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

## **10. COMMERCIAL GENERAL LIABILITY**

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

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

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

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

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

#### **11. COMMERCIAL AUTOMOBILE LIABILITY**

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

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

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

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

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

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

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

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

CONSULTANT waives all rights against RTC, its elected officials, officers, employees and agents for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this

agreement. CONSULTANT shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

### **13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY**

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

SAMPLE





**REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*  
Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 3.12**

**TO:** Regional Transportation Commission

**FROM:** Scott Gibson P.E.  
Project Manager

  
\_\_\_\_\_  
Lee G. Gibson, AICP  
Executive Director

**SUBJECT: Award of Three-Year Professional Services Agreement (PSA) for the 2020-2022 Pavement Condition Index Data Collection Project**

**RECOMMENDATION**

Approve a Professional Service Agreement with Nichols Consulting Engineers to provide data collection services, pavement condition data uploads into local agency microPaver databases and update of the Regional Transportation Commission’s (RTC’s) Pavement Management System in an amount not-to-exceed \$299,272; authorize the RTC Executive Director to execute the agreement.

**SUMMARY**

This Agreement with Nichols Consulting Engineers provides pavement condition data collection services on Regional Transportation Plan (RTP) roadways within Washoe County and the Cities of Reno and Sparks. This data is then uploaded to the local agency’s respective microPaver pavement management databases. The Pavement Condition Index (PCI) provided through the microPaver pavement management system provides the basis for the pavement project selection process used in developing the RTC’s annual program of projects. The fee for this three-year contract is \$299,272.

**FISCAL IMPACT**

Funding for this project is included in the FY 2020 Board approved budget.

**PREVIOUS ACTIONS BY BOARD**

- April 21, 2017                      Approved a three-year contract for pavement data collection for 2017-2019.
- November 16, 2012              Approved a three-year contract for pavement data collection for 2013-2015.
- April 15, 2011                      Approved a two-year contract for pavement data collection for 2011-2012.

### **ADDITIONAL BACKGROUND**

The RTC project selection procedure requires that the PCI data used to prioritize candidate projects be no more than three years old. In 2010, a demonstration project was conducted which met all objectives established by the local agency's pavement management staff. Through the concurrence of the Pavement Preservation Subcommittee to the RTC Technical Advisory Board, it was recommended that the program be continued. Agency satisfaction with the project has resulted in support to continue collecting distress data through this process. This three-year contract will complete a 3<sup>rd</sup> round of data collection on RTP roads with 1/3 of the network evaluated each year. Current, consistent PCI data is critical to making the project selection process fair to all local agencies and providing the best information for managing the RTP network.

The selection of Nichols Consulting Engineers for the 2010 demonstration project was made through an open RFP process with proposal review involving RTC and local agency staff from all three jurisdictions. Eleven engineering firms with pavement engineering and management expertise responded to the RFP and were evaluated through the review process.

### **ADVISORY COMMITTEE(S) RECOMMENDATION**

Through the concurrence of the Pavement Preservation Subcommittee to the RTC Technical Advisory Board, it was recommended that the program be continued.

Attachment

**AGREEMENT  
BETWEEN  
REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY  
AND  
NICHOLS CONSULTING ENGINEERS, CHTD  
FOR  
PROFESSIONAL SERVICES**

This agreement (this "Agreement") is dated and effective as of \_\_\_\_\_, 2019, by and between the Regional Transportation Commission of Washoe County ("RTC") and Nichols Consulting Engineers, CHTD ("CONSULTANT").

**WITNESSETH:**

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

WHEREAS, RTC wishes to retain CONSULTANT to perform those services in conjunction with a project titled Pavement Condition Survey Data Collection (the "Project"); and

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

**ARTICLE 1 - ENGAGEMENT AND TERM**

- 1.1. RTC hereby engages CONSULTANT and CONSULTANT hereby accepts the engagement to complete certain engineering services in connection with pavement condition survey data collection on selected RTP roads in Washoe County, City of Reno, and City of Sparks, expected to be one third of each agencies network.
- 1.2. CONSULTANT will promptly, diligently and faithfully execute the work to completion in accordance with applicable professional standards subject to any delays due to strikes, acts of God, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT.
- 1.3. CONSULTANT shall not proceed with work until both parties have executed this Agreement and a purchase order has been issued to CONSULTANT. If CONSULTANT violates that prohibition, CONSULTANT forfeits any and all right to reimbursement and payment for that work and waives any and all claims against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement. Furthermore, prior to execution and issuance of a purchase order. CONSULTANT shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations, assurances or warranties made by RTC or any of its agents, employees or affiliates, or on any dates of performance, deadlines, indemnities, or any term contained in this Agreement or otherwise.



- 1.4. The term of this Agreement shall be from the date first written above through December 31, 2022, unless terminated at an earlier date, or extended to a later date, pursuant to the provisions herein.

## ARTICLE 2 - SERVICES OF CONSULTANT

### 2.1. SCOPE OF SERVICES

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

### 2.2. SCHEDULE OF SERVICES

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

### 2.3. OPTIONS

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

### 2.4. ADDITIONAL SERVICES

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

### 2.5. PERFORMANCE REQUIREMENTS

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

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

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

2.6. ERRORS AND OMISSIONS

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

ARTICLE 3 - COMPENSATION

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

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

Total Services	Task A:	\$34,178
(3 yrs)	Task B:	\$24,392
	Task C:	\$230,862
	Task D:	\$9,840
Total Not-to-Exceed Amount:		\$299,272

3.3. For any work authorized under Section 2.4, "Additional Services," RTC and CONSULTANT will negotiate not-to-exceed amounts based on the standard hourly rates and rates for testing in Exhibit B. Any work authorized under Section 2.4, "Additional Services," when performed by persons who are not employees or individuals employed by

affiliates of CONSULTANT, will be billed at a mutually agreed upon rate for such services, but not more than 105% of the amounts billed to CONSULTANT for such services.

- 3.4. CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of RTC, except: (1) if such litigation costs are incurred by CONSULTANT in defending its work or services or those of any of its sub-consultants; or (2) as may be required by CONSULTANT's indemnification obligations. Compensation for litigation services requested by RTC shall be paid at a mutually agreed upon rate and/or at a reasonable rate for such services.

#### ARTICLE 4 - INVOICING

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

#### ARTICLE 5 - ACCESS TO INFORMATION AND PROPERTY

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



## ARTICLE 6 - OWNERSHIP OF WORK

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

## ARTICLE 7 - TERMINATION

### 7.1. CONTRACT TERMINATION FOR DEFAULT

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

accepted, or services performed in accordance with the manner of performance set forth in this Agreement.

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

## 7.2. CONTRACT TERMINATION FOR CONVENIENCE

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

## ARTICLE 8 - INSURANCE

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

## ARTICLE 9 - HOLD HARMLESS

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

## ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

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

applicants for employment, notices to be provided by RTC setting forth the provisions of this nondiscrimination clause.

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

## ARTICLE 11 - RESOLUTION OF CLAIMS AND DISPUTES

### 11.1. NEGOTIATED RESOLUTION

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

### 11.2. MEDIATION

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



11.3. LITIGATION

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

11.4. CONTINUING CONTRACT PERFORMANCE

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

ARTICLE 12 - AUTHORIZED REPRESENTATIVES

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

12.2. CONSULTANT's Principal has authority to act as CONSULTANT's representative with respect to this Agreement. CONSULTANT's Principal has authority to sign binding documents on behalf of the Company.

12.3.

ARTICLE 13 - NOTICE

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

RTC: Brian Stewart, Director of Engineering  
Regional Transportation Commission  
1105 Terminal Way  
Reno, Nevada 89502  
(775) 335-1874

CONSULTANT: Greg Belancio, P.E.  
Project Manager  
Nichols Consulting Engineers, Chtd.  
1885 South Arlington Ave., Suite 111  
Reno, Nevada 89509

## ARTICLE 14 - DELAYS IN PERFORMANCE

### 14.1. TIME IS OF THE ESSENCE

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

### 14.2. UNAVOIDABLE DELAYS

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

### 14.3. NOTIFICATION OF DELAYS

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

### 14.4. REQUEST FOR EXTENSION

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

## ARTICLE 15 - GENERAL PROVISIONS

### 15.1. SUCCESSORS AND ASSIGNS

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

it be construed as giving any rights or benefits hereunder to anyone other than RTC and CONSULTANT.

15.2. NON TRANSFERABILITY

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

15.3. SEVERABILITY

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

15.4. RELATIONSHIP OF PARTIES

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

15.5. WAIVER/BREACH

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

15.6. REGULATORY COMPLIANCE

A. CONSULTANT shall comply with all applicable federal, state and local government laws, regulations and ordinances. CONSULTANT shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, CONSULTANT shall furnish RTC certificates of compliance with all such laws, orders and regulations.



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

15.7. EXCLUSIVE AGREEMENT

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

15.8. AMENDMENTS

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

15.9. CONTINUING OBLIGATION

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

15.10. APPLICABLE LAW AND VENUE

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

15.11. ATTORNEYS' FEES

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

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

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

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

APPROVED AS TO LEGALITY AND FORM

By: \_\_\_\_\_  
Adam Spear  
RTC Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

By: \_\_\_\_\_  
Lee G. Gibson, Executive Director

NICHOLS CONSULTING ENGINEERS, CHTD

By: \_\_\_\_\_  
Kevin Senn, Principal

## **Exhibit A**

### **Scope of Services**

#### **Task A. Project Coordination:**

1. The CONSULTANT'S Project Manager for this project and will coordinate with RTC with all aspects of the project including the scope of work, schedule, progress updates, budgeting, and project deliverables.

#### **Task B. Pavement Condition Data Review:**

1. The CONSULTANT will perform pavement condition surveys in accordance with the established standards as identified in the MicroPaver Pavement Distress Identification Guide and the specific "rules of thumb" that have been established by the Washoe County in conjunction with the City of Reno and City of Sparks that were adopted by RTC.
2. In addition, The CONSULTANT'S staff will review the sample units to ensure that they are representative of the road segments outlined in appendix E, Access Management, of the RTC 2040 plan and any new plan that is adopted within the time frame of 2020 thru 2022. This also includes the RTP streets recognized by RTC within Incline Village.
3. A review of the section limit descriptions will also be conducted by the field crew. As part of this check, the team will verify the length and width of the roadway segment. In the event existing sections have been significantly modified as part of reconstruction, The CONSULTANT will work with the agency to update all the information necessary to properly adjust the sections in the MicroPAVER program.



#### Task C. Pavement Condition Surveys/Database Entry/Quality Control:

1. CONSULTANT will collect field inspection data on paper forms, which will subsequently be entered into the corresponding MicroPAVER database with the hard copies submitted to the Washoe County, City of Reno, and the City of Sparks for permanent record annually for calendar years 2020, 2021 and 2022. Traffic control will be utilized where deemed necessary. CONSULTANT will also coordinate with the agency to populate their master database with the pavement condition data collected for this project.
2. Quality assurance/quality control checks are critical on a project such as this. As part of CONSULTANT'S goal to provide a superior quality product for our clients, we incorporate a quality acceptance/quality control (QA/QC) component into all projects. For this project, we have proposed the inclusion of a QA/QC Manager. He will have the following project responsibilities:
  - Calibration of all data collection activities.
  - Review of field activities, including spot checks on the field crews.
  - Cross checks on 5 percent of the sections.
  - Reviewing field procedures and making changes as needed.
  - Comparing the field data collected with on-site conditions.
  - Review of all data entry functions, including random spot checks.
  - Review of historical PCI values compared to PCI calculated from condition surveys collected for this project.

#### Task D. RTP & Non RTP Data Support

1. CONSULTANT will combine all databases from Washoe County, City of Reno and City of Sparks into one regional database with both RTP and Non RTP data updated each year (2020, 2021 & 2022). CONSULTANT will also give RTC a report with all PCI data for each road section projected to the next fiscal year date of July 1.

**Exhibit B**

Compensation

SAMPLE

**Attachment 2**  
**RTC Pavement Condition Survey Data Collection 3-Year Cost Estimate**  
**(2020-2022)**

**NCE Labor Fees**

Role in Project	FY 2019 Hourly Fee (\$)	Level of Effort (hours)					Total Hours	Total Fee (\$)
		Task A: Project Coordination	Task B: Pavement Condition Data Review	Task C: Field Survey / Database Entry / QC	Task D: RTP & Non RTP Data Support	RTP		
Principal in Charge	\$ 260	24	3	3	0	30	\$7,800	
Project Manager	\$ 210	120	32	60	24	236	\$49,560	
Staff Engineer	\$ 135	0	12	60	0	72	\$9,720	
Senior Field Technician -2	\$ 120	0	48	767	0	815	\$97,800	
Project Administrator	\$ 100	24	60	186	48	318	\$31,800	
Field Technician	\$ 95	0	24	385	0	409	\$38,855	
Engineering Technician	\$ 95	0	0	400	0	400	\$38,000	
<b>Total Labor Fee</b>		<b>\$33,840</b>	<b>\$23,160</b>	<b>\$206,695</b>	<b>\$9,840</b>	<b>2280</b>	<b>\$273,535</b>	

**Direct Charges**

Description	Task A: Project Coordination	Task B: Pavement Condition Data Review	Task C: Field Survey / Database Entry / QC	Task D: RTP & Non RTP Data Support	Total Cost (\$)
Vehicle Charges (165 days @ \$100/day)	\$0	\$1,000	\$15,500	\$0	\$16,500
Communication Fee (1% of Total Labor Fee)	\$338	\$232	\$2,067	\$0	\$2,637
Subcontracted Traffic Control (10 days @\$600/day+ 15% Markup)	\$0	\$0	\$6,600	\$0	\$6,600
<b>Total Direct Charges</b>	<b>\$338</b>	<b>\$1,232</b>	<b>\$24,167</b>	<b>\$0</b>	<b>\$25,737</b>
<b>Project Total Fee</b>	<b>\$34,178</b>	<b>\$24,392</b>	<b>\$230,862</b>	<b>\$9,840</b>	<b>\$299,272</b>

**Assumptions:**

FY 2019 Hourly Fee subject to change in 2020-2022  
 2-person data collection crew working on same road.  
 5250 inspection units all within 1 hour of Reno.  
 1750 inspection units collected in 2020; 1750 inspection units collected in 2021; 1750 inspection units collected in 2022.  
 Traffic control consists of 1 arrowboard shadow truck following crew.  
 Traffic control is needed on 5% of the sample units (all of which are on roads with 4 or more lanes).  
 A no cost encroachment permit will be obtained from WC, COR, COS.





**SCHEDULE OF CHARGES 2019**

**PROFESSIONAL SERVICES**

Principal .....	\$260/hour
Associate .....	\$210/hour
Senior .....	\$180/hour
Project .....	\$155/hour
Staff .....	\$135/hour

**TECHNICAL SERVICES**

Senior Construction Manager* .....	\$135/(\$160-PW)/hour
Senior Designer .....	\$145/hour
CADD Designer .....	\$125/hour
Senior Technician* .....	\$120/(\$145-PW)/hour
Construction Inspector* .....	\$120/(\$145-PW)/hour
CAD Technician .....	\$110/hour
Senior Field Scientist .....	\$115/hour
Field Scientist .....	\$95/hour
Project Administrator .....	\$100/hour
Field/Engineering Technician* .....	\$95/(\$120-PW)hour
Technical Editor .....	\$90/hour
Clerical .....	\$80/hour

**CONTRACT LABOR**

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

**LITIGATION SUPPORT**

Engineer/Scientist .....	\$300/hour
Court Appearances & Depositions .....	\$500/hour

**EQUIPMENT**

Plotter Usage .....	(separate fee schedule)
Truck .....	\$100/day
Automobile .....	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing .....	\$3,500/Day
Coring .....	\$4,500/Day
Environmental Equipment .....	(separate fee schedule)

**OUTSIDE SERVICES**

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc.....cost + 15%

**COMMUNICATION/  
REPRODUCTION**

In-house costs for long-distance telephone, faxing, postage, printing and copying..... project labor charges x 5%

**TERMS**

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

\*A surcharge of \$25/hour applied for technicians and construction inspectors to comply with Prevailing Wage (PW) per requirements of California Department of Industrial Relations.



**Exhibit C**

Indemnification and Insurance Requirements

SAMPLE

**INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR  
PROFESSIONAL SERVICE AGREEMENTS**

2018-11-02 Version

**1. INTRODUCTION**

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

**2. INDEMNIFICATION**

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

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

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

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

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

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

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

### **3. GENERAL REQUIREMENTS**

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

### **4. VERIFICATION OF COVERAGE**

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

### **5. NOTICE OF CANCELLATION**

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

### **6. SUBCONSULTANTS & SUBCONTRACTORS**

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC, Washoe County, City of Reno and City of Sparks as additional insureds under its commercial general liability policy, subject to the same requirements stated herein, without requiring a written contract

or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least **\$1,000,000** per occurrence and at least **\$2,000,000** for any applicable coverage aggregates or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONSULTANT shall furnish copies of certificates of insurance evidencing coverage for each Sub. The CONSULTANT need not require its non-design subcontractors to carry Professional Errors and Omissions Liability insurance.

## **7. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

## **8. ACCEPTABILITY OF INSURERS**

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

## **9. OTHER CONDITIONS**

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



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

## **10. COMMERCIAL GENERAL LIABILITY**

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

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

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

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

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

## **11. COMMERCIAL AUTOMOBILE LIABILITY**

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

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

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

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

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

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

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

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

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

## **13. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY**

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



**REGIONAL TRANSPORTATION COMMISSION**

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

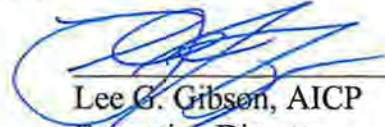
Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 3.13**

**TO:** Regional Transportation Commission

**FROM:** David Carr, Facilities and Fleet  
Manager



\_\_\_\_\_  
Lee G. Gibson, AICP  
Executive Director

**SUBJECT: Purchase of Two (2) Electric Buses for Virginia Street Extension**

**RECOMMENDATION**

Approve the purchase of two (2) electric fixed-route buses and two (2) bus chargers utilizing the State of Georgia Fleet Vehicles procurement contract number 99999-001-SPD0000138 in the amount of \$1,969,648; authorize the RTC Executive Director to execute the agreement.

**SUMMARY**

In FY 2020, RTC has budgeted the purchase of two (2) fixed-route electric buses and two (2) bus chargers for the Virginia Street BRT expansion project. The BRT extension and complete street project in the Midtown area of Virginia Street to the University of Nevada, Reno will provide a high-capacity transit connection between UNR, Downtown Reno, the Midtown District, the Reno Sparks Convention Center and other major employers and destinations. This new extended RAPID service on North Virginia Street to UNR is expected to begin in fall of 2021.

**FISCAL IMPACT**

Funding for this agreement is included in the FY 2020 Board approved budget.

**PREVIOUS BOARD ACTIONS:**

There has been no previous action on this item.

**ADVISORY COMMITTEE(S) RECOMMENDATION**

There are no advisory committee recommendations pertaining to this report.

Attachment

**ELECTRIC VEHICLE PURCHASE AGREEMENT**

**Between**

**Regional Transportation Commission  
of Washoe County**

**and**

**Proterra, Inc.**

**\_\_\_\_\_ , 2019**

**Draft  
10/9/19**



TABLE OF CONTENTS

	<u>Page</u>
<b>PART 1 – INTRODUCTORY PROVISIONS .....</b>	<b>1</b>
<b>SEC. 101        DEFINITIONS .....</b>	<b>1</b>
<b>SEC. 102        AGREEMENT TO PURCHASE .....</b>	<b>4</b>
<b>SEC. 103        CONTRACT DOCUMENTS .....</b>	<b>5</b>
<b>SEC. 104        CONTRACTOR REPRESENTATIONS AND WARRANTIES .....</b>	<b>5</b>
<b>SEC. 105        USE OF ENGLISH LANGUAGE AND UNITED STATES DOLLARS .....</b>	<b>6</b>
<b>PART II - GENERAL CONDITIONS .....</b>	<b>6</b>
<b>SEC. 201        SCOPE OF WORK .....</b>	<b>6</b>
<b>SEC. 202        NOTICE TO PROCEED .....</b>	<b>7</b>
<b>SEC. 203        GENERAL OBLIGATIONS OF THE CONTRACTOR .....</b>	<b>8</b>
<b>SEC. 204        PROJECT MANAGEMENT .....</b>	<b>9</b>
<b>SEC. 205        CONTRACT MILESTONES AND CRITICAL PATH SCHEDULE .....</b>	<b>10</b>
<b>SEC. 206        MATERIALS AND WORKMANSHIP .....</b>	<b>12</b>
<b>SEC. 207        PRE-PRODUCTION AND FIRST ARTICLE VEHICLE INSPECTION MEETINGS .....</b>	<b>13</b>
<b>SEC. 208        QUALITY ASSURANCE REQUIREMENTS .....</b>	<b>13</b>
<b>SEC. 209        INSPECTIONS AND TESTING .....</b>	<b>16</b>
<b>SEC. 210        SUSPENSION OF WORK AND DELAY BY THE RTC .....</b>	<b>20</b>
<b>SEC. 211        CHANGE ORDER PROCESS .....</b>	<b>22</b>
<b>SEC. 212        EXTENSION OF TIME .....</b>	<b>24</b>
<b>SEC. 213        CONDITION OF SHIPMENT .....</b>	<b>26</b>
<b>SEC. 214        ARRIVAL AND REQUIRED CONDITIONS FOR VEHICLE AND SHOP CHARGER DELIVERY .....</b>	<b>27</b>
<b>SEC. 215        ACCEPTANCE OF VEHICLES AND SHOP CHARGERS .....</b>	<b>28</b>
<b>SEC. 216        RESERVED .....</b>	<b>29</b>
<b>SEC. 217        RISK OF LOSS .....</b>	<b>30</b>
<b>SEC. 218        WARRANTIES .....</b>	<b>30</b>
<b>SEC. 220        WARRANTY REPAIRS AND DEFECTS .....</b>	<b>33</b>
<b>SEC. 220        INDEMNIFICATION .....</b>	<b>38</b>
<b>SEC. 221        INSURANCE .....</b>	<b>40</b>
<b>SEC. 222        TRAINING AND MANUALS .....</b>	<b>42</b>
<b>SEC. 223        PARTS AVAILABILITY GUARANTEES .....</b>	<b>43</b>
<b>SEC. 224        LOCAL REPRESENTATION .....</b>	<b>44</b>
<b>SEC. 225        END OF LIFE BATTERY REPLACEMENT .....</b>	<b>45</b>
<b>SEC. 226        ACCESS TO RECORDS .....</b>	<b>46</b>
<b>SEC. 227        LIQUIDATED DAMAGES .....</b>	<b>46</b>
<b>SEC. 228        DISPUTES .....</b>	<b>48</b>
<b>SEC. 229        ASSIGNMENT .....</b>	<b>49</b>
<b>SEC. 230        SUBCONTRACTING .....</b>	<b>50</b>
<b>SEC. 231        GOVERNING LAW AND CONSENT TO JURISDICTION .....</b>	<b>50</b>
<b>SEC. 232        TERMINATION FOR CONVENIENCE .....</b>	<b>51</b>
<b>SEC. 233        TERMINATION BY MUTUAL AGREEMENT .....</b>	<b>52</b>
<b>SEC. 234        TERMINATION FOR DEFAULT .....</b>	<b>52</b>
<b>SEC. 235        WAIVER OF TERMS AND CONDITIONS .....</b>	<b>53</b>
<b>SEC. 236        SUCCESSORS AND ASSIGNS .....</b>	<b>53</b>

<b>SEC. 237</b>	<b>CONTRACT AMENDMENTS .....</b>	<b>54</b>
<b>SEC. 238</b>	<b>NOTICES UNDER AGREEMENT.....</b>	<b>54</b>
<b>SEC. 239</b>	<b>CONFLICT OF INTEREST .....</b>	<b>55</b>
<b>SEC. 240</b>	<b>TAXES.....</b>	<b>56</b>
<b>SEC. 241</b>	<b>DISCRIMINATION .....</b>	<b>57</b>
<b>SEC. 242</b>	<b>PUBLIC RECORDS.....</b>	<b>57</b>
<b>SEC. 243</b>	<b>CONFIDENTIALITY.....</b>	<b>57</b>
<b>SEC. 244</b>	<b>MARKETING RESTRICTIONS.....</b>	<b>58</b>
<b>SEC. 245</b>	<b>RESERVED .....</b>	<b>58</b>
<b>SEC. 246</b>	<b>TAX AND CARBON CREDITS.....</b>	<b>58</b>
<b>SEC. 247</b>	<b>INTELLECTUAL PROPERTY .....</b>	<b>60</b>
<b>SEC. 248</b>	<b>ENTIRE AGREEMENT .....</b>	<b>60</b>
<b>PART III - PAYMENT TERMS AND CONDITIONS .....</b>		<b>60</b>
<b>SEC. 301</b>	<b>CONTRACT PAY ITEMS AND PRICES .....</b>	<b>60</b>
<b>SEC. 302</b>	<b>PAYMENTS.....</b>	<b>61</b>
<b>SEC. 303</b>	<b>INVOICING .....</b>	<b>62</b>
<b>SEC. 304</b>	<b>FINAL PAYMENT.....</b>	<b>63</b>
<b>SEC. 305</b>	<b>COST ANALYSIS.....</b>	<b>64</b>
<b>SEC. 306</b>	<b>LACK OF FUNDS CLAUSE .....</b>	<b>65</b>

**APPENDICES**

Appendix A	Technical Specifications for Vehicles
Appendix B	Critical Path Schedule
Appendix C	Testing Procedures and Protocols, including Acceptance Testing
Appendix D	Technical Specifications for Shop Chargers
Appendix E	Change Order Form
Appendix F	Warranty Claims Form
Appendix G	Training Program
Appendix H	Applicable Federal Requirements and Certifications
Appendix I	Invoice Form

This Electric Vehicle Purchase Agreement (Agreement) is made and entered into on \_\_\_\_\_, 2019 by and between the Regional Transportation Commission of Washoe County, Nevada (RTC) and Proterra, Inc. (Contractor), a corporation authorized to do business in the State of Nevada that is manufacturing and supplying the electric vehicles purchased under this Agreement. This Agreement implements the purchase of vehicles off of the State of Georgia schedule, as is expressly permitted by Section 3019 of the Fixing America's Surface Transportation Act.

---

## ARTICLE 1 -- 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 or Shop Charger, 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 number of calendar days provided to the Contractor for completion of the Work to be performed under this Agreement, including any authorized extensions of time. The date specified in the Notice to Proceed shall be the date on which the Contract Time begins.

(10) **"Contractor"** means Proterra, Inc. and includes any subsidiary, affiliate, or parent company thereof to which Proterra, Inc. assigns, transfers, or delegates in writing the obligation to perform all or any portion of the Work; provided that Proterra, 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 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

7379189.10



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, 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 and Shop Chargers, or other elements of the Work.

(26) **"Project"** means the RTC project funded by the Federal Transit Administration (FTA) to acquire electric vehicles.

(27) **"Project Site"** means the facilities and other property of the RTC where Work will be furnished, delivered, or performed under this Agreement.

(28) **"Project Manager"** means the Contractor's executive representative who is designated to direct the activities of the Contractor under this Agreement and to receive and carry out instructions from the RTC.

(29) **"Ready-to-Use"** means complete and fully operational with all materials, systems, and components incorporated.

(30) **"RTC"** or **"Regional Transportation Commission"** or **"Commission"** means the Regional Transportation Commission of Washoe County, Nevada. The rights and obligations of the RTC under this Agreement shall be carried out by the Executive Director or his designee.

(31) **"Samples"** means physical examples, which illustrate Materials, fixtures, and workmanship and which establish standards by which the Work may be judged to assess conformity with this Agreement and the other Contract Documents.

(32) **"Service Contractor"** means the entity responsible for the operation and maintenance of the RTC's fixed route or paratransit system in Washoe County, Nevada, pursuant to a contract with the RTC.

(33) **"Shop Charger"** means the 125KW PCS chargers manufactured by the Contractor used to charge the Vehicles, as more specifically described in the Shop Charger Technical Specifications in Appendix D.

(34) **"State"** means the State of Nevada, U.S.A.

(35) **"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.

(36) **"Technical Specifications"** means the specifications for the Vehicles and Shop Chargers set forth in Appendix A and Appendix D, respectively, 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.

(37) **"Vehicles"** means the two (2) forty (40) foot extended range Catalyst, low-floor electric vehicles to be manufactured and supplied by the Contractor under this Agreement, as more specifically described in the Vehicle Technical Specifications in Appendix A.

(38) **"Work"** means the Vehicles, Shop Chargers 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, two (2) Shop Chargers, and related Materials, services and support as specified in this Agreement, for the total Contract Price of [REDACTED] (\$ [REDACTED]) in U.S. dollars. The individual pay items to be acquired under this Agreement are set forth in Section 301 of this Agreement.

## **SEC. 103 CONTRACT DOCUMENTS**

(a) Order of Precedence -- Each of the Contract Documents is an essential part of the Contract, and is binding upon the Contractor in the performance of the Work. The Contract Documents consist of the following, set forth hereafter in their order of precedence:

- (1) This Agreement, including any Change Orders and Amendments hereto.
- (2) Federal Requirements and Contract Clauses.
- (3) The Technical Specifications for the Vehicles.
- (4) All other Appendices to this Agreement.

(b) Conflicts between Contract Documents --

(1) Conflicts between Contract Documents (General) -- In case of conflicts between Contract Documents, the Contract Document order of precedence dictates which Contract Document governs, and thus, which corresponding provisions take precedence (between two Contract Documents).

(2) Conflicts between Contract Documents of Equal Precedence -- In case of conflicts between Contract Documents of equal precedence, the more stringent requirement (between the conflicting Contract Documents) shall govern.

(3) Conflicts Within a Contract Document -- In case of conflicts within a Contract Document, the more stringent requirement (within the conflicting Contract Document) shall govern.

## **SEC. 104 CONTRACTOR REPRESENTATIONS AND WARRANTIES**

The Contractor represents, warrants, and covenants as follows:

(a) Maintenance of Licenses and Permits -- The Contractor and its Subcontractors shall maintain all required licenses, permits, status, professional ability, skills and capacity to perform the Work, in accordance with the requirements of the Contract Documents.



(b) Laws, Regulations, and Governmental Approvals -- The Contractor has familiarized itself with the requirements of all applicable Federal, State, and local laws and regulations and the conditions of any required governmental approvals, prior to entering into this Contract. The Contractor acknowledges and agrees that it is responsible for complying with such laws and regulations, and, except as otherwise provided in the Contract Documents, for obtaining governmental approvals at its sole cost and without any increase in Contract Price on account of such compliance, regardless of whether such compliance would require additional time for performance or additional labor, equipment and/or materials not expressly provided for in the Contract Documents.

(c) Legal Proceedings -- There are no existing or threatened legal proceedings against the Contractor that would have an adverse effect on its ability to perform its obligations under the Contract, its financial condition, or its operations.

(d) Status and Authority -- (1) The Contractor is a corporation, joint venture, or partnership duly organized and licensed to do business in the State of Nevada, with all requisite power to own its properties and assets and carry on its business as now conducted or proposed to be conducted; (2) if a joint venture or partnership, each member of the Contractor is duly qualified to do business, and is in good standing, and will remain in good standing throughout the term of the Contract and for as long thereafter as any obligations remain outstanding under the Contract Documents; and (3) the execution and performance of this Contract will not result in a breach or default under the organizational documents of any such person or under the terms of any indenture, loan, credit agreement, or related instrument to which such person is a party or by which it is otherwise bound.

## **SEC. 105 USE OF ENGLISH LANGUAGE AND UNITED STATES DOLLARS**

(a) Use of English -- All Contract Documents, conferences, negotiations, correspondence, Technical Specifications, technical manuals, Drawings, Product Data, and financial information, shall be prepared, conducted, or provided solely in the English language and using U.S. customary system of weights and measures. Metric units may be used as supplementary information but not to the exclusion of U.S. system units.

(b) Use of Dollars -- All Contract Documents, computations required by this Agreement, applications for payment, invoices, and statements of costs and prices (including supporting information for the cost and price analysis) shall be conducted or presented solely in United States dollars. Any and all payments shall also be made solely in United States dollars.



## ARTICLE II -- GENERAL CONDITIONS

### SEC. 201 SCOPE OF WORK

(a) General Scope -- The Contractor shall design, test, produce, manufacture, deliver, and provide warranties for two (2) Vehicles, two (2) Shop Chargers, and related Materials, as required under this Agreement. The Vehicles, Shop Chargers and other Materials provided under this Agreement shall conform in all respects to the Technical Specifications set forth in Appendix A and Appendix D of this Agreement.

(b) Specific Elements of Scope -- The Contractor shall -

- (1) Design the Vehicles and Shop Chargers.
- (2) Develop Product Data for the Vehicles and Shop Chargers.
- (3) Manufacture, test, and deliver the Vehicles and Shop Chargers.
- (4) Provide diagnostic equipment consisting of a laptop loaded with appropriate diagnostic and operational software for the Vehicles and manuals required for testings.
- (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 training in accordance with Section 222 and Appendix G hereof.
- (9) Provide on-going local technical representation and parts availability as required by this Agreement.
- (10) Assist in data collection and reporting during revenue operations of the Vehicles, as necessary and appropriate for complying with Federal grant requirements or as otherwise directed by the RTC.

(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; (4) executed Federal certifications; and (5) an executed copy of the Agreement.

(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 and Shop Chargers, 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 and Shop Chargers.

(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 and the Shop Chargers, 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) RTC Authority – The RTC may, for good cause, direct the removal of any of the Key Personnel.

(d) 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.

(e) 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 is [redacted] Days from the issuance of the NTP. 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	_____
Pre-production meeting	_____
Delivery of manuals and training materials	March __, 2020
Delivery of Shop Chargers	April __, 2020
Shipping Release for First Vehicle	_____
Delivery of First Vehicle	July 14, 2020
Delivery of Second Vehicle	July 24, 2020



(d) Delivery Schedule -- The Contractor shall deliver the First Article Vehicle to the RTC no later than July 14, 2020, and deliver the second Vehicle to the RTC no later than July 24, 2020. 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) Quarterly Status Reports -- The Contractor shall submit quarterly 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.

(f) Recovery Schedule -- If any quarterly 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 plan for addressing such delay or failure, and shall also provide a full report on its progress in the implementation of such plan 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, Shop Chargers 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, Shop Chargers and all Materials incorporated into the Vehicles, Shop Chargers and other elements of the Work, are new and are the latest model of current production, consistent with the Technical Specifications. A new Vehicle and Shop Charger, 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 and Shop Chargers 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) Basic Requirement -- The Parties agree that one (1) Pre-production and one (1) First Article Vehicle Inspection meeting will be held at the Contractor's facility in Industry, California, to 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.

(b) 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 review any Change Notices and review and finalize Change Orders.

(4) 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.

(5) To address Federal Motor Vehicle Safety Standards (FMVSS), Buy America requirements, Americans with Disabilities Act requirements, and other regulatory compliance issues.

(6) To review and address any issues regarding the Product Data.

(7) To discuss and resolve any other issues relating to the progress of the work and the successful implementation of the Project.

(c) 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.

(d) 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 the Shop Chargers with the Technical Specifications and other Contract Documents.

## **SEC. 208 QUALITY ASSURANCE REQUIREMENTS**

(a) Required Certifications -- The Contractor agrees that it will continue, during the term of this Agreement, to take necessary and appropriate steps to obtain ISO 9001 certifications for its plant, manufacturing processes, and organization.

(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, Shop Chargers 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, Shop Chargers 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, Shop Chargers 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 and Shop Chargers. 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 and Shop Charger.

(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 and Shop Charger that meets all of the requirements of this Agreement. The quality assurance organization shall verify that all Vehicles and Shop Chargers 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 and Shop Chargers conform to all requirements of the Technical Specifications set forth in Appendix A and Appendix D. 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 and Shop Chargers 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 and Shop Chargers.

(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 and Shop Chargers.

(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 and Shop Chargers. Such system shall measure the overall quality of each completed Vehicle and Shop Charger.

(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 and Shop Chargers.

(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 Shop Chargers, 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 and Shop Chargers.

(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, Shop Chargers 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 and Shop Chargers 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 or Shop Chargers 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 Specification not properly ordered by written Change Order signed by the RTC. The form to be used for Change Orders is included as Appendix E 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 E 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 and Shop Chargers 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 and Shop Charger 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 and Shop Charger 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, Shop Chargers 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 and Shop Chargers, 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 AND SHOP CHARGER DELIVERY**

(a) Arrival Notice -- The Contractor shall give the RTC Project Director three (3) Days' notice prior to the arrival of Vehicles and Shop Chargers. Upon arrival at the Project Site, each completed Vehicle and Shop Charger 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 and Shop Charger, which will acknowledge arrival of the Vehicle and Shop Charger 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 and Shop Charger.

(b) Delivery Requirements -- To be considered "delivered", each Vehicle and Shop Charger, 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 and Shop Chargers to be shipped to the Project Site or other property while such testing work remains to be done, the Vehicles and Shop Chargers 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 and Shop Chargers 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 and Shop Chargers 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 AND SHOP CHARGERS**

(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. Within five (5) Days after delivery to the RTC, the Contractor shall inspect and commission the Shop Chargers. Upon completion of such inspection and commissioning, each Shop Charger shall (A) be given an inspection to determine if it has been completed in full compliance with the Technical Specifications and other Contract Documents; and (B) be subjected to Acceptance testing (as described in Appendix C) to determine if the Shop Charger 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.

(b) Acceptance or Rejection by RTC -- Within five (5) working days after the completion of pre-revenue service Acceptance testing of a Vehicle and Shop Charger under subsection (a), the RTC will notify the Contractor, in writing, whether such Vehicle and Shop Charger has or has not been accepted. If a Vehicle and Shop Charger are 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 and Shop Charger 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 and Shop Charger 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 and Shop Charger are accepted. While a Vehicle and Shop Charger are 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 and Shop Chargers subject to the repair work. The list of Vehicles and Shop Chargers 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 and Shop Charger for Acceptance.



(3) RTC Review -- The RTC shall, within ten (10) Days from the date of resubmittal of a Vehicle and Shop Charger, complete additional inspection and/or testing, and either accept, reject, or conditionally accept the resubmitted Vehicle and Shop Charger. If a Vehicle and Shop Charger are 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 and Shop Charger, the RTC shall execute a written "Certificate of Acceptance" (the RTC's Acceptance Test Procedure (ATP) form) accepting the Vehicle and Shop Charger as in conformance with the Technical Specifications and other Contract Documents, releasing the Vehicle and Shop Charger 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 and Shop Chargers 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 and Shop Charger 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 and Shop Charger, 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 and Shop Charger 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 Shop Charger, and any part or portion thereof, during the acceptance testing process. The Contractor shall assure that the Vehicles and Shop Chargers 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 and Shop Charger shall pass to the RTC upon the RTC's issuance of a Certificate of Acceptance for such Vehicle and Shop Charger in accordance with Section 215(d) of this Agreement.

## **SEC. 218 WARRANTIES**

(a) General Warranty -- The Contractor warrants and guarantees that each Vehicle, Shop Charger, 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 or Shop Charger, as the case may be.

(b) Start of Warranty Period -- The warranties of this Section shall start to run, with each Vehicle, Shop Charger, subsystem, and component, on the date of issuance of a Certificate of Acceptance by the RTC for that Vehicle and Shop Charger under Section 215 of this Agreement.

(c) Standard Warranty for Complete Vehicle and Shop Charger -- The Contractor warrants and guarantees the entire Vehicle to be free of any defects and related defects for two (2) years from the date of issuance of a Certificate of Acceptance, without any mileage limit. 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. The Contractor warrants and guarantees the Shop Charger to be free of defects and related defects for two (2) years from the date of issuance of a Certificate of Acceptance.

(d) Standard Warranty for Subsystems and Components --

(1) Basic Two-Year Warranty -- The Contractor warrants and guarantees all major subsystems and components to be free of defects and related defects for two (2) years 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 two (2) years 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 twelve (12) years or 500,000 miles, whichever comes first; 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 longitudinales, 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 Bus Battery in a Vehicle to be free of defects and related defects for seven (7) 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;

(2) failure to inspect, service, and maintain (including preventative maintenance) the Vehicle and Shop Charger 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 Vehicle and Shop Charger, 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 maintenance manuals. In addition, the Bus Battery warranty shall not apply to the extent that the RTC or its Service Contractor fails to use Contractor authorized service and maintenance personnel for battery pack repair and module replacement; uses any charger other than the Contractor provided Shop Charger without Contractor approval; or uses the Shop Charger (or any other approved charger) in material contravention of the Contractor's manuals or instructions.

(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;

(2) any unauthorized modification of the Vehicle, Shop Charger or of the parts manufactured by the Contractor; and

(3) scheduled maintenance items and normal "wear-out" items.

(i) Supplier Warranties -- In the event the Vehicles, Shop Chargers 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 and Shop Charger 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) 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 any other remedy available to the RTC by law or to limit the time in which such other remedy may be sought.

(k) 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.

(l) Reservation of Other Rights -- The warranties 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.

(m) 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.

(n) Availability of Extended Warranties -- The RTC shall have the option, to be exercised in writing no later than seven hundred and twenty (720) Days after NTP, to purchase a five (5) year "bumper to bumper" extended warranty for the Vehicles covering all items covered by the standard two (2) year warranty and by the propulsion system warranty.

## **SEC. 219 WARRANTY REPAIRS AND DEFECTS**

(a) Responsibility and Performance -- The Contractor shall be financially responsible for all warranty-covered repairs, and shall also be responsible for assuring that all warranty covered repairs are performed in a timely fashion in accordance with this Section. The Contractor may enter into an agreement with a local agent (other than the Service Contractor) for the actual performance of warranty repairs. If the Contractor enters into such an agreement, the references to the Contractor in this Section shall be deemed to be a reference to that local agent. Notwithstanding any such agreement, the Contractor shall retain full legal and financial responsibility for and proper performance of warranty-covered repairs.

(b) Detection of Defects -- If the RTC (or the Service Contractor) detects a defect or related defect within the warranty periods specified in Section 218, the RTC shall notify the Contractor within two (2) Days after the date the RTC becomes aware of the defect and or related defect. Within two (2) Days after the RTC notice, the Contractor shall conduct an inspection of the Vehicles and Shop Chargers as it deems necessary and shall provide notice to the RTC whether it agrees or disagrees that the defect is covered by a warranty. If the Contractor agrees, then within two (2) Days after the Contractor's inspection, the Contractor shall meet with the RTC and present an action plan describing the repairs proposed and a schedule to conduct such repairs, and to discuss the defect or any related defect identified by the RTC.

(c) Warranty Repairs by Contractor --

(1) Agreement on Coverage -- If the Contractor agrees that the defect or any related defect identified in the RTC notification is covered by a warranty, the Contractor shall begin work to perform such repairs within two (2) Days, or according to a mutually agreed upon schedule, after approval of the action plan and schedule (unless such repairs have already been commenced by the RTC under subsection (d)).

(2) Availability -- The RTC shall make the Vehicle and Shop Charger available to facilitate the completion of repairs within the Contractor's repair schedule. The Contractor shall provide at its own expense, all necessary tools, parts, components, or subassemblies required for the repair. All repair work on the Vehicles and Shop Chargers shall be conducted by the Contractor during non-peak periods and the schedule for repairs shall be coordinated with the RTC's Service Contractor. The Contractor may determine, in its discretion, whether a component should be repaired or replaced.

(3) Completion of Repairs -- The Contractor shall complete all warranty repair work on a Vehicle and Shop Charger within two (2) Days, or a mutually agreed upon schedule, after the commencement of repairs on such Vehicle and Shop Charger, or as otherwise agreed to by the RTC and the Contractor in the action plan.

(4) Extension of Warranty -- If any Vehicle or Shop Charger is held out of service for a period greater than ten (10) Days or outside the mutually agreed schedule, awaiting warranty repair by the Contractor under this subsection due to lack of logistical support (parts, manuals, personnel, etc.) or inability to make the repair, then the warranty period for the entire Vehicle and Shop Charger shall be extended by one (1) Day for each Day beyond the initial ten (10) Day, or agreed to period.

(5) Work Orders -- All warranty work performed by the Contractor 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 and Shop Chargers subject to the repair work. The list of Vehicles and Shop Chargers shall include the fleet vehicle number, the VIN, license plate, serial number, the date when the repair was performed, and the mileage, as applicable. Such work orders shall be provided to the RTC upon the completion of the repair of a Vehicle and Shop Charger.

(6) Use of Project Site -- The RTC may in its discretion require the Contractor to remove Vehicles from the Project Site or other RTC premises while repairs are being



undertaken. If Vehicles are removed from the Project Site or other RTC premises, the Contractor shall diligently and promptly undertake repairs.

(d) Warranty Repairs by RTC --

(1) Disagreement on Coverage -- If the Contractor disagrees under subsection (b) that the defect identified is covered by a warranty, and the RTC believes that repairs must proceed, the RTC may immediately commence repairs, either directly or through the Service Contractor or other authorized representative. If the RTC undertakes repairs in accordance with the preceding sentence, it 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 -- If the RTC undertakes repairs in accordance with paragraph (1), it 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 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 and Shop Chargers under the terms of the warranty. Such reports shall be delivered within sixty (60) Days of the receipt of failed parts or components.

(e) Reimbursement for RTC Repairs --

(1) Timing of Reimbursement -- The Contractor shall reimburse the RTC for any repairs performed by the RTC (or its 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 form for any repairs undertaken by the RTC for reimbursement for the cost of repairs and/or the replacement of parts. The warranty claim form to be used is included as Appendix F to this Agreement. 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 and towing (as more specifically described in paragraph (5) of this subsection) 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, plus twenty-five percent (25%) handling costs, up to a maximum handling charge of \$200.00.

(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 RTC's authorized representative's current top level, class "4M" mechanic's unburdened wage and benefit rate, plus fifty percent (50%) for overhead.

(4) OEM Repairs -- 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 form submitted to the Contractor.

(5) Towing Costs -- The cost of towing the Vehicle shall be reimbursed by the Contractor if (A) towing was necessary due to a disabling breakdown; (B) the breakdown was due to the failure of an item covered by warranty; and (C) the Vehicle was in the RTC's service area at the time of the breakdown.

(f) 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 with the Contractor. If the RTC determines that a safety defect exists in any Vehicle and Shop Charger 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 and all Shop Chargers to determine whether the safety defect exists in other Vehicles and Shop Chargers. Within one (1) Day after inspection by the Contractor, the Contractor shall meet with the RTC and present an action plan to correct and repair the safety defect, and a proposed schedule to conduct the repairs. The action plan shall be subject to approval by the RTC. Repairs to correct safety defects shall be commenced within one (1) Day, or according to a mutually agreed schedule, after approval of the action plan by the

RTC, and shall be completed on all Vehicles and Shop Chargers within two (2) Days, or according to a mutually agreed schedule, from the date of commencement of repairs.

(3) Scope of Repairs -- Whenever any change or repair is required to correct a defect that relates to safety in the Vehicle, Shop Charger, structure, parts, subsystems, or components, the Contractor shall make this repair for all Vehicles, Shop Chargers, structure, parts, subsystems, or components where such defect exists, at the Contractor's sole expense. The work shall also include inspection and repairs to prevent the occurrence of the same defect in all Vehicles and Shop Chargers purchased under this Agreement.

(4) Applicability -- The requirements of this subsection shall extend for the useful life of the Vehicles.

(g) Fleet Defects --

(1) Notice of Fleet Defects -- The RTC shall promptly notify the Contractor whenever it determines that a Fleet Defect has occurred. The Contractor shall address and correct such Fleet Defect in accordance with the requirements of this subsection.

(2) Notice and Work Program -- Within two (2) Days after notice of a Fleet Defect, the Contractor shall submit to the RTC a written work program and schedule for correcting the defect. The work program 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 and repair of all Vehicles purchased under this Agreement. The work program and schedule shall be subject to approval by the RTC. If the RTC determines the work program and schedule as submitted is unacceptable, the Contractor shall promptly submit a revised work program and schedule to address the RTC's concerns with the initial submittal. The Contractor shall commence work under the work program within or according to a mutually agreed schedule, two (2) Days of its approval by the RTC.

(3) Period for Repairs -- The Contractor shall make the repairs necessary to correct Fleet Defects on all Vehicles, at its sole expense, without regard to whether such repairs require work beyond the warranty period plus one (1) year.

(4) Applicability -- The requirements of this subsection shall extend for the useful life of the Vehicles.

(h) Warranty After Replacement or Repair -- If any component, system, subsystem, or part is repaired, rebuilt, or replaced by the Contractor, or by the RTC with the concurrence of the Contractor, such component, system, subsystem, or part shall be warranted for 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 or Shop Charger.

(i) 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.

(j) 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, indemnify and hold the RTC, its officers, board members, employees, and agents, free and harmless 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 directly or indirectly 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, Shop Charger, 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, Shop Charger, 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, Shop Charger, 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 and Shop Chargers 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 and Shop Charger 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 Shop Chargers, and products and completed operations liability after delivery of the Vehicles and Shop Chargers, 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 TRAINING AND MANUALS**

(a) Obligation of the Contractor -- The Contractor shall provide a Training Program for personnel of the RTC (and/or the Service Contractor) to insure proper operation, servicing, and maintenance of the Vehicles and Shop Chargers. This program shall be in accordance with this Section and Appendix G and shall include --

(1) Fifty-six (56) hours of maintenance training with the specific content defined by RTC in accordance with the training curriculum in Appendix G. The training under this subsection is an ongoing obligation of the Contractor and shall include all 56 hours of training;

(2) Twenty-four (24) hours of Shop Charger training; and

(3) standard training for first responders.

(b) Elements of Training Program -- The Contractor shall submit to the RTC, within thirty (30) days after the NTP, a Training Plan describing the training and instruction the Contractor will provide under this Section. The Training Program shall include (1) a specific description of the course content for the training and instruction to be provided in each category of training listed in subsection (a); and (2) recommendations for class sizes, training models, and other elements of the training. The Training Program shall also identify the specific training that will be provided at the RTC's facility, any training that will be offered at the Contractor's facilities, and any training to be provided by the Contractor's suppliers.

(c) Scope of Training -- Instruction provided by the Contractor shall include manufacturers' recommendations for test frequency, limits, and methods, including instructions required, where applicable. Instruction shall cover all major components and subsystems. When methods of access, removal, dismantling, or application are not self-evident, the instruction shall cover these matters. At the conclusion of the classroom instruction, the Contractor shall furnish to the RTC with unlimited electronic access to lesson plans and related materials used in presenting the course.

(d) 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 Shop Chargers 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 and Shop Chargers.

(2) Operator Manuals -- The operator manuals shall be written in English, shall describe in detail the operating features and characteristics of the Vehicles and Shop Chargers; and provide sufficient information to assure safe and effective operation of the Vehicles and Shop Chargers.

(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 and Shop Charger, 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 and Shop Chargers



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. Prices shall not exceed the Contractor's then current published catalog prices.

(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 or the Shop Chargers during the performance of this Agreement, at no additional cost to the RTC.

(b) On Site Technical Assistance --

(1) General Requirement -- Contractor shall have a full-time, dedicated, on-site technical service engineer for a period commencing on the delivery of the Vehicles until Acceptance of all the Vehicles and Shop Chargers.

- (2) Duties -- The Contractor's representatives shall --
- (A) assist in post-shipment inspection of Vehicles and Shop Chargers;
  - (B) provide technical support to RTC maintenance personnel;
  - (C) provide on-site assistance during Vehicle and Shop Charger Acceptance testing and revenue operation; and
  - (D) provide warranty support to the RTC.

(3) Acceptance Testing -- During all Vehicle and Shop Charger Acceptance testing at the RTC under Sections 215 and 216, the Contractor shall provide twenty-four (24)-hour-per-day 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(f) and (g), 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 and Shop Chargers, competent technical personnel shall also be available on site during the applicable warranty period for items covered by each of the respective warranties under Section 218 (i.e., for the basic warranty, for two (2) years, for the corrosion/fatigue warranty for the structural elements, for twelve (12) 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 and Shop Chargers 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, including providing replacement and back-up personnel to cover vacations, days off, and other absences.

## **SEC. 225 END OF LIFE BATTERY REPLACEMENT**

(a) Contractor Obligation -- The Contractor agrees that upon being informed in writing by RTC that any battery string on any of the Vehicles purchased under this Agreement has reached Battery End of Life, the Contractor shall, promptly following receiving such notice, undertake to confirm RTC's evaluation of such condition and, if confirmed, offer to replace such battery string with a battery string of equal or greater energy storage capacity and substantially

the same or better fast charge and range operability, provided, however, that at such time Contractor shall have the right to offer a full replacement of all battery strings on such Vehicle and thereby satisfy the Battery Replacement Program as to such Vehicle. In the event the Contractor's review determines that the battery string has not reached Battery End of Life (whether because of RTC's incorrect evaluation or as a result of system adjustments or module replacement), the Contractor shall provide documentation to that effect and if needed make the required system adjustments or module replacement.

(b) Pricing – The Contractor shall offer the replacement batteries and/or system adjustments or module replacement under subsection (a) for the lesser of seventy-five thousand dollars (\$75,000) or the Contractor's then catalogue or market price for such equipment or work.

(c) Discretion of RTC – The RTC may, in its sole discretion, obtain replacement batteries from alternative sources other than the Contractor or its suppliers.

(d) Definition – For purposes of this Agreement, the phrase "Battery End of Life" means that the battery string is only capable of storing up to eighty percent (80%) of its useable capacity.

## **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 and Shop Chargers, in the amount of five hundred dollars (\$500) per Vehicle and Shop Charger for each Day of delay, based on the delivery date for all Vehicles and Shop Chargers specified in Section 205(c) of this Agreement.

(2) For failure by the Contractor to commence repairs, or to correct a defect, in the time periods required by Section 219, in the amount of five hundred dollars (\$500) per Vehicle and per Shop Charger per Day for each Day the Contractor is late in commencing the repairs or in correcting the defect, whichever applies.

(3) 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 pre-condition 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 and Shop Chargers 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 H 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:

Lee G. Gibson AICP  
Executive Director  
Regional Transportation Commission  
of Washoe County  
1105 Terminal Way  
Reno, NV 89502  
Fax: (775) 348-3218  
Email: [LGibson@RTCWashoe.com](mailto:LGibson@RTCWashoe.com)

If to the Contractor:

Ryan Popple  
President and Chief Executive Officer  
Proterra, Inc.  
1815 Rollins Road  
Burlingame, CA 98140

Fax: (864) 281-1894  
Email: [rpopple@proterra.com](mailto:rpopple@proterra.com)

7379189.10

(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 TAX AND CARBON CREDITS**

(a) Tax Credits -- In the event that the Contractor is entitled to Federal or State tax credits or refunds conditioned on the sale of battery electric vehicles or chargers to a public agency, the Contractor shall not be required to rebate such amounts to the RTC when the Contractor takes the credit and/or realizes the refund.

(b) Carbon Credits -- In the event that the sale/purchase of a Vehicle or Shop Charger may generate credits or other benefits associated with reductions in carbon emissions, exhaust or emissions banking or other credits or incentives or any kind as a result of environmental attributes associated with the deployment of battery electric buses, the RTC and the Contractor agree that one hundred percent (100%) of such incentives or credits shall be owned by the RTC.

## **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 and Shop Chargers 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 and Shop Chargers 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 Shop Chargers, 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 or the Shop Charger.

(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 and/or Shop Charger 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, non-transferable license to use such information and data, subject to any rights of FTA under the grant agreement or Federal law or regulations. Any modifications or alterations to the Contractor's Intellectual Property made by the Contractor in the performance of this Agreement shall be owned by the Contractor.

## **SEC. 248 ENTIRE AGREEMENT**

This Agreement constitutes and contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, statements, representations, and negotiations between the Parties with respect to such subject matter.

---

## **ARTICLE III -- PAYMENT TERMS AND CONDITIONS**

### **SEC. 301 CONTRACT PAY ITEMS AND PRICES**

(a) Base Order Vehicle and Equipment Prices -- The RTC shall pay the Contractor a total Contract Price not to exceed \$1,969,648.00 which is composed of the following pay items at the following prices:

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Vehicles	Two (2)	\$947,872.00	\$1,895,744.00
Shop Chargers	Two (2)	\$ 38,425.00	\$ 76,850.00
<b>CONTRACT PRICE</b>			<b>\$1,969,648.00</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, Shop Chargers 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 and the training 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 and Shop Chargers identified in Section 301(a) in accordance with the following schedule: (1) fifty percent (50%) of the Contract Price will be paid upon delivery of all Vehicles and Shop Chargers; and (2) a final payment of the remaining fifty percent (50%) of the Contract Price will be paid upon Acceptance of all Vehicles and Shop Chargers. 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 five percent (5%) from the payment on delivery under subsection (a)(1) and will deduct and retain five percent (5%) from the final payment on Acceptance of all Vehicles and Shop Chargers under subsection (a)(2). The five percent (5%) retainage shall be held through the standard two-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 five percent (5%) retention being held during the two (2) 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 I. Invoices based on delivery of the Vehicles and Shop Chargers 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  
7379189.10



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 Proterra, Inc., pursuant to the following wiring instructions:

Silicon Valley Bank (SVB)  
3003 Tasman Drive  
Santa Clara, CA 95054  
Routing/ABA #: 121140399  
Credit of: Proterra, Inc.  
1 Whitlee Court  
Greenville, SC 29607  
Account #: 3300812516

(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.

## **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 five percent (5%) retainage shall be held by the RTC through the standard two-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 ANALYSIS**

(a) In General -- The RTC has conducted a cost 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 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 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 \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Lee G. Gibson AICP  
Executive Director  
Regional Transportation Commission  
of Washoe County, Nevada

By: \_\_\_\_\_  
Matt Horton, Chief Commercial Officer  
Proterra, Inc.

Approved as to Form: \_\_\_\_\_  
Dale E. Ferguson, Esq.  
RTC General Counsel

Attest: \_\_\_\_\_  
Executive Assistant

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

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



## **APPENDIX C**

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

**APPENDIX D**  
**TECHNICAL SPECIFICATIONS FOR SHOP CHARGERS**

**APPENDIX E**  
**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 F**  
**WARRANTY CLAIMS FORM**



**APPENDIX G**  
**TRAINING PROGRAM**

## **APPENDIX H**

### **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.

**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:

---

Name and Title of Contractor's Authorized Official:

---

Date: 

---



## CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements 49 C.F.R. Part 20

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(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)



**APPENDIX I**  
**INVOICE FORM**

Regional Transportation Commission  
ATTN: Accounts Payable  
1105 Terminal Way, Suite 300  
Reno, Nevada 89502  
or [accountspayable@rtcwashoe.com](mailto:accountspayable@rtcwashoe.com)

Invoice Date: \_\_\_\_\_ Invoice Number: \_\_\_\_\_

Payment Number: \_\_\_\_\_

Description:

---

---

---

---

---

Invoice Amount: \_\_\_\_\_

Less Applicable Retention: \_\_\_\_\_

Total Due on This Invoice: \_\_\_\_\_

Original Contract Amount: \_\_\_\_\_

Change Orders: \_\_\_\_\_

Total Contract Amount: \_\_\_\_\_

Total Amount Invoiced to Date (including this invoice): \_\_\_\_\_

Balance Due on Total Contract Amount: \_\_\_\_\_

**FEDERAL CERTIFICATIONS**

**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 \_\_\_\_\_

**FEDERAL CERTIFICATIONS**

**BUY AMERICA CERTIFICATION**

Certification requirement for procurement of steel, iron or manufactured products.

**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)(1), and the applicable regulations in 49 CFR part 661.

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), as amended, and the applicable regulations in 49 CFR 661.7.

Date

---

Signature

---

Company Name

---

Name

---

Title

---



**Regional Transportation of Washoe County  
Two, 40' Catalyst E2 Georgia State Contract**

<b>Customer</b>	<b>RTC Washoe</b>
Number of buses	2
Bus length / model	40' Catalyst E2
Contract/P.O. #	TBD (Georgia State)
Delivery Date	<b>7/31/2020</b>
Base bus	\$ 653,885.00
Configurables	\$ 283,987.00
Warranty	\$ - 7,500.00
<b>Total per bus</b>	<b>\$ 945,372.00</b>
Training	\$ -
Manuals	\$ -
Tools	\$ 5,000.00
Parts and other service	\$ -
<b>Total other</b>	<b>\$ 5,000.00</b>
<b>Chargers</b>	
2- 125 kW PCS	\$ 76,000.00
<b>1-18' Cord</b>	\$ 300.00
1- 25' Cord	\$ 550.00
<b>Total:</b>	<b>\$1,969,648.00</b>

(credited \$2946 for leased tires on one bus)

### Milestone Dates for RTC- 2 Catalyst E2 Bus Order

Task	Start	Duration	End	Days From NTP
Finalize Contract	28-Oct-19	0	28-Oct-19	-18
Finalize bus spec	25-Oct-19	0	25-Oct-19	-21
Pre-award Buy America	12-Feb-20	1	13-Feb-20	90
Pre-Production Meeting	1-Mar-20	1	2-Mar-20	108
Bus #1 on line (station 0)	30-Apr-20	0	30-Apr-20	167
Bus #2 on line (station 0)	5-May-20	0	5-May-20	172
Bus #1 Delivered to Paint Shop	7-Jul-20	10	17-Jul-20	245
Bus #2 Delivered to Paint Shop	10-Jul-20	10	20-Jul-20	248
Completion of Bus # 1	17-Jul-20	5	22-Jul-20	250
Completion of Bus # 2	20-Jul-20	5	25-Jul-20	253
Shipping Release for Bus #1	22-Jul-19	0	22-Jul-19	-116
Delivery of Bus #1	22-Jul-19	5	27-Jul-19	-111
Delivery of Manuals and Training Materials	25-Jul-20	0	25-Jul-20	253
Shipping Release for Bus # 2	25-Jul-19	0	25-Jul-19	-113
Delivery of Bus #2	25-Jul-19	5	30-Jul-19	-108
RTC inspection, acceptance testing & notification of Bus #1	1-Aug-20	15	16-Aug-20	275
RTC inspection, acceptance testing & notification of Bus #2	5-Aug-20	15	20-Aug-20	279

NTP

15-Nov-19

Georgia Mass Transit Vehicles						
CATEGORY 3: ELECTRIC						
Item #	Line #	Line Item Description	Vehicle Description	FTA	Supplier	COST
E-2	3-1	23 ft Battery Electric Coach High Floor Coach	<a href="#">BYD C6M</a>	Yes	<a href="#">BYD</a>	\$325,000.00
E-3	3-2	60 ft Articulated Electric Heavy Duty : 59 to 65 ft Low Floor Transit Bus	<a href="#">BYD K11M</a>	Yes	<a href="#">BYD</a>	\$1,140,000.00
E-5	3-4	45 ft: 45 ft to 47 ft Electric Heavy Duty High Floor Coach	<a href="#">BYD C10M</a>	Yes	<a href="#">BYD</a>	\$850,000.00
E-7	3-5	40 ft: 40 ft to 44 ft 11 Electric Heavy Duty Low Floor Transit Bus	<a href="#">40' Proterra Catalyst XR</a>	Yes	<a href="#">Proterra</a>	\$653,885.00
E-9		40 ft: 40 ft to 44 ft 11 Electric Heavy Duty Low Floor Transit Bus	<a href="#">BYD K9M</a>	Yes	<a href="#">BYD</a>	\$741,000.00
E-10	3-6	40 ft: 40 ft to 44 ft 11 Electric Heavy Duty High Floor Transit Bus	<a href="#">BYD K9M</a>	Yes	<a href="#">BYD</a>	\$741,000.00
E-13	3-7	40 ft: 40 ft to 44 ft 11 Electric Heavy Duty High Floor Coach	<a href="#">BYD C9M</a>	Yes	<a href="#">BYD</a>	\$800,000.00
E-14	3-8	35 ft: 35 ft to 39 ft 11 in Electric Heavy Duty Low Floor Transit Bus	<a href="#">BYD K9S</a>	Yes	<a href="#">BYD</a>	\$698,000.00
E-16		35 ft: 35 ft to 39 ft 11 in Electric Heavy Duty Low Floor Transit Bus	<a href="#">35' Proterra Catalyst XR</a>	Yes	<a href="#">Proterra</a>	\$613,885.00
E-17	3-9	30 ft: 30 ft to 34 ft, 11 in Electric Heavy Duty Low Floor Transit Bus	<a href="#">BYD K7M</a>	Yes	<a href="#">BYD</a>	\$498,000.00
E-20	3-10	45 ft: 45 ft to 47 ft 11 in. Electric Heavy Duty High Floor Commuter Coach	<a href="#">BYD C6M</a>	Yes	<a href="#">BYD</a>	\$325,000.00
E-22	3-11	35 ft: 35 ft to 39 ft 11 in. Electric High Floor Coach	<a href="#">BYD C8M</a>	Yes	<a href="#">BYD</a>	\$500,000.00
E-23	3-12	45 ft: 45 ft to 47 ft 11 in. Electric Heavy Duty High Floor Commuter Coach	<a href="#">BYD C10M</a>	Yes	<a href="#">BYD</a>	\$850,000.00



## SUPPLIER CONTACT INFORMATION

Contract Number	Supplier Name	Contact	Telephone Number	Email Address	Vendor ID #
99999-001-SPD0000138-0001 & 001A	The Bus Center, Inc.	Karla Lynch	470-303-0979	<a href="mailto:klynch@thebuscenter.com">klynch@thebuscenter.com</a>	592096
99999-001-SPD0000138-0002 & 002A	Alliance Bus Group	Walter Peterson	678-251-0570	<a href="mailto:Walter.Peterson@AllianceBusGroup.com">Walter.Peterson@AllianceBusGroup.com</a>	121215
99999-001-SPD0000138-0003 & 003A	Creative Bus Sales, Inc.	Glenn Bell	470-532-7784	<a href="mailto:glennb@creativebussales.com">glennb@creativebussales.com</a>	594315
99999-001-SPD0000138-0004	Transportation Sales Corporation (TESCO)	Kenneth Newberry	404-357-0458	<a href="mailto:knewberry@tescobus.com">knewberry@tescobus.com</a>	479694
99999-001-SPD0000138-0005	Prevost Car US, Inc.	Karen Honeysett	630-487-9538	<a href="mailto:karen.honeysett@volvo.com">karen.honeysett@volvo.com</a>	89314
99999-001-SPD0000138-0006	Motor Coach Industries (MCI)	Lou Quaglia	484-663-4742	<a href="mailto:Lou.quaglia@mcicoach.com">Lou.quaglia@mcicoach.com</a>	16996
99999-001-SPD0000138-0007	Proterra, Inc.	Eric Reynolds	864-607-5538	<a href="mailto:ereynolds@proterra.com">ereynolds@proterra.com</a>	608774
99999-001-SPD0000138-0008	BYD, Inc.	John Hatch	213-399-0170	<a href="mailto:John.Hatch@byd.com">John.Hatch@byd.com</a>	608776



## 2017 Georgia Supplemental Mass Transit Pricing Sheet (Electric)

3-5: 40 ft: 40 ft to 44 ft 11 Heavy Duty Low Floor Transit Bus

Please refer to the "Instructions" tab Identified at the front of this workbook.

### GENERAL INFORMATION

COMPANY NAME:	Proterra Inc	
FTA COMPLIANT VEHICLE (Y/N):		FTA
DELIVERY CHARGE (\$/mi):		\$8.00
EARLY PAY DISCOUNT %		0.0%

### BASE VEHICLE INFORMATION

VEHICLE DESCRIPTION	MAKE & MODEL	PRICE
3-5: 40 ft: 40 ft to 44 ft 11 Heavy Duty Low Floor Transit Bus	40' Proterra Catalyst XR	\$653,885.00

### VEHICLE ATTRIBUTES

This section does not impact the overall quantitative evaluation towards the evaluated. Enter the Attribute and a credit value in order for the customer to know the credit value of the option they wish to change ("A la Carte")

#	ATTRIBUTE CATEGORY	ATTRIBUTE DESCRIPTION	CREDIT VALUE
1	Engine	ProDrive Electric Drive (Traction Motor, Inverter, & Transmission)	\$36,000.00
2	Wheels and Tires	ALCOA DuraBright & Michelin X InCity Z (6)	\$7,500.00
3	Fire Suppression System	None Standard	\$0.00
4	Bumpers	Romeo Rim Help (F & R)	\$2,500.00
5	Air Suspension	Firestone Air Bags	\$2,000.00
6	HVAC System	Spheros	\$18,000.00
7	Brake System	Knorr Bremse Disc Brakes	\$5,500.00
8	Air Compressor	Hydrovane	\$7,500.00
9	Cooling System	Modine	\$28,500.00
10	Steering	Douglas Autotech	\$750.00
11	Propshaft/Driveshaft	Mistequay	\$6,000.00
12	Axles	ZF RL 75 / ZF AVN-133	\$22,500.00
13	Multiplexing	Continental VDO	\$5,250.00



14	Seating	American Seating	\$19,500.00
15	Body Style	Composite	\$115,000.00
16	AVL System	None Standard	\$0.00
<b>VEHICLE OPTIONS</b>			
#	OPTION CATEGORY	OPTION DESCRIPTION	PRICE
1	Polished Aluminum Wheels	ALCOA Durabrite	\$2,205.00
2	Video Surveillance System	Apollo 8-camera 2TB DVR	\$8,214.00
3	Interior Lighting	Hadley XD LED	\$0.00
4	Wheelchair Restraint	Q'Pod	\$10,445.00
5	Passenger Seats	American Seating, Insight	\$9,750.00
6	Destination Sign	Twin Vision White (Front, CS, SS, & Rear)	\$5,661.00
7	Driver Seat	Recaro Ergo M	\$0.00
8	Seat Fabric	Camira, Aura - Classic	\$0.00
9	Flooring	Altro Transflor - Chroma	\$0.00
10	Fire Supression System	Amerex	\$4,875.00
11	Stand Alone WiFi	Digi WR44R	\$2,318.00
12	Bike Rack	Sportworks DL-2	\$1,481.00
13	AVL System	Clever Devices DR-700	\$26,136.00
14	Windows	Flush Mount, Arow Global	\$0.00
15	Exterior Mirrors	Hadley / B&R Heated, TS	\$0.00
16	Air Conditioning	Valeo (formerly Spheors) Revo-E Global	\$0.00
17	Fare Box	GFI Odyssey Plus Electric	\$18,750.00
18	Automated Pass.Counting System	UTA	\$5,340.00
19	Energy Storage System	Upgrade to Catalyst E2 (440kWh)	\$100,000.00
20	Energy Storage System	Upgrade to Catalyst FC+ Energy Storage System (440kWh)	\$100,000.00
21	Energy Storage System	Upgrade to Catalyst E2 Max Energy Storage System (660kWh)	\$200,000.00



22	Charging Equipment	60kW Proterra Charger + Dispenser (Equipment)	\$36,750.00
23	Charging Equipment	125kW Proterra Charger + Dispenser (Equipment)	\$48,000.00
24	Charging Equipment	350kWh On-Route Charger (Equipment Only)	\$349,000.00
25	Bus-side Charging Equipment	Inverted Pantograph, Charge Blades	\$5,880.00
26	Bus-side Charging Equipment	Pantograph System, Bus Side	\$24,360.00
27	DriveTrain	DuoPower Upgrade	\$29,000.00
28	Bus-side Charging Equipment	Single-Side, Dual CCS Charge Ports (2 on rear, curb-side)	\$2,365.50
29	Bus-side Charging Equipment	Dual-Sided, Single CCS Charge Ports (1 each on rear SS and CS)	\$2,563.50
30	HVAC	ThermoKing HVAC	\$24,765.00
31	Driver's Area	Adjustable Pedals	\$4,506.00
32	Driver's Area	48" Wide Front Sunshade	\$19.50
33	Driver's Area	Front and Side Mesh, Solid, Solid/Mesh 30"	\$96.00
34	Driver's Area	Front and Side Mesh, Solid, Solid/Mesh 48"	\$135.00
35	Passenger Windows	3M Vandal Shields	\$5,730.00
36	Passenger Windows	Vandal Guard anti-graffiti film	\$2,398.89
37	Flooring	RCA Flooring	\$0.00
38	Flooring	GerFloor	\$0.00
39	Doors	Ventura Electric Doors	\$8,670.00
40	Doors	Contactless Passenger Protection System (Ventura Only)	\$280.50
41	ADA Ramp	Ricon 1:6	\$2,157.00
42	ADA Ramp	Lift-U LU11	\$3,281.12
43	ADA Wheelchair Securement	Quantum ADA System (per side)	\$11,475.00
44	ADA Stop Request	Touchtape ADA Stop Request System	\$0.00



45	Bike Rack	Sportworks 3-position bike rack	\$1,704.00
46	Bike Rack	BykRak 2-position	\$1,360.50
47	Bike Rack	BykRak 3-position	\$1,584.00
48	Destination Signs - Front	Luminator Horizon SMT Amber	\$1,926.00
49	Destination Signs - Front	Luminator Titan Amber	\$3,060.00
50	Destination Signs - Front	Luminator Titan White	\$3,060.00
51	Destination Signs - Front	Luminator Titan Color	\$6,660.00
52	Destination Signs - Front	Hanover White	\$435.00
53	Destination Signs - Front	Hanover Color	\$1,635.00
54	Destination Signs - Dash	Luminator Horizon SMT Amber	\$1,050.00
55	Destination Signs - Dash	Hanover Amber	\$855.00
56	Destination Signs - Dash	Hanover White	\$900.00
57	Destination Signs - Dash	Hanover Color	\$1,162.50
58	Destination Signs - Curb	Luminator Horizon SMT Amber	\$765.00
59	Destination Signs - Curb	Hanover Amber	\$0.00
60	Destination Signs - Curb	Hanover White	\$262.50
61	Destination Signs - Curb	Hanover Color	\$1,290.00
62	Destination Signs - Rear	Luminator Horizon SMT Amber	\$276.00
63	Destination Signs - Rear	Hanover Amber	\$0.00
64	Destination Signs - Rear	Hanover White	\$150.00
65	Destination Signs - Rear	Hanover Color	\$1,650.00
66	Destination Signs - Street	Luminator Horizon SMT Amber	\$276.00
67	Destination Signs - Street	Hanover Amber	\$1,635.00
68	Destination Signs - Street	Hanover White	\$150.00
69	Destination Signs - Street	Hanover Color	\$1,650.00
70	Interior Signs	Transign Next Stop Sign	\$0.00
71	Interior Signs	Luminator Next Stop Sign	\$777.00
72	Stop Request	Pull Cord Stop Request	\$393.00
73	Driver's Area	Driver's barrier - quarter barrier	\$2,700.00
74	Driver's Area	Driver's barrier - full enclosure	\$6,750.00
75	InfoTransit	Luminator InfoTransit	\$15,000.00
76	Surveillance System	Syncromatics AVL & 8-Camera Surveillance System & 2 APCs	\$25,596.00



77	Interior Material	Docket 90 Interior Panels (Kenson)	\$12,000.00
78	Driver's Area	5-position Door Controller	\$750.00
79	Driver's Area	Docket 90 Driver's Seat	\$2,250.00
80	Brakes	Brake wear indicators	\$375.00
81	Driver's Area	Dash Fan	\$147.00
82	Driver's Seat	USSC 9100 ALX3 Driver's Seat	\$1,005.00
83	Axle	Upgraded Front Axle / Wheel / Tire	\$5,500.00
84	Passenger Windows	Transom Style Windows	\$11,250.00
85	Driver's Area	Big Gulp Holder	\$75.00
86	Surveillance System	MobileView 12-camera Surveillance System	\$13,086.00
87	Surveillance System	Angeltraxx 8-camera HD system	\$8,922.00
88	Wi-Fi	WiFi - InMotion	\$1,665.00
89	Safety	ProTran Turning Alert System	\$4,257.00
90	Automated Passenger Counter System	InfoDev APC	\$7,099.50
91	Intelligent Transportation System	Trapeze IVLU ITS	\$25,500.00
92	Intelligent Transportation System	Clever Devices IVN IV AVL/CAD	\$68,965.50
93	Complete Bus Extended Warranty	2yr/100,000miles	\$7,500.00
94	Complete Bus Extended Warranty	3yr/150,000miles	\$21,000.00
95	Complete Bus Extended Warranty	4yr/200,000miles	\$35,700.00
96	Complete Bus Extended Warranty	5yr/250,000miles	\$51,700.00
97	Traction Motor/Inverter Exr. Warranty	3yr/150,000miles	\$1,400.00
98	Traction Motor/Inverter Exr. Warranty	4yr/200,000miles	\$2,600.00
99	Traction Motor/Inverter Exr. Warranty	5yr/250,000miles	\$4,700.00
100	Transmission Extended Warranty	3yr/150,000miles	\$600.00
101	Transmission Extended Warranty	4yr/200,000miles	\$1,200.00
102	Transmission Extended Warranty	5yr/250,000miles	\$1,900.00
103	HVAC Extended Warranty	3yr/150,000miles	\$1,700.00
104	HVAC Extended Warranty	4yr/200,000miles	\$3,800.00
105	HVAC Extended Warranty	5yr/250,000miles	\$5,900.00
106	Plug-in Charger Ext. Warranty	3years	\$2,000.00
107	Plug-in Charger Ext. Warranty	4years	\$4,500.00

<b>108</b>	<b>Plug-in Charger Ext. Warranty</b>	<b>5years</b>	<b>\$5,700.00</b>
<b>109</b>	<b>On-Route Charger Ext. Warranty</b>	<b>3years</b>	<b>\$18,000.00</b>
<b>110</b>	<b>On-Route Charger Ext. Warranty</b>	<b>4years</b>	<b>\$36,000.00</b>
<b>111</b>	<b>On-Route Charger Ext. Warranty</b>	<b>5years</b>	<b>\$48,000.00</b>
<b>112</b>	<b>Training - Operator</b>	<b>Each Addtl 8 hour Class (Travel Not Included)</b>	<b>\$2,000.00</b>
<b>113</b>	<b>Training - Bus Maintenance</b>	<b>Each Addtl 16 hour Class (Travel Not Included)</b>	<b>\$3,000.00</b>
<b>114</b>	<b>Training - Charger Maintenance</b>	<b>Each Addtl 4 hour Class (Travel Not Included)</b>	<b>\$1,000.00</b>
<b>115</b>	<b>Training - Structural Composite Repair</b>	<b>3-day class, 24 hours (Travel not Included)</b>	<b>\$14,500.00</b>



Federal Requirements	Does GA Contract Comply?	Comment
<p>1 Contract must be entered into between a State government or eligible nonprofit entity and 1 or more vendors</p> <p>(Required by: FAST Act Section 3019<sup>1</sup>)</p>	Yes	<p>Contract is between GA Department of Administrative Services and the following vendors:</p> <ol style="list-style-type: none"> <li>1. The Bus-Center-Atlanta, Inc.</li> <li>2. Alliance Bus Group, Inc.</li> <li>3. Creative Bus Sales, Inc.</li> <li>4. Transportation Equipment Sales Corporation (TESCO) Motor Coach Industries, Inc.</li> <li>5. Prevost Car US Inc.</li> <li>6. Motor Coach Industries, Inc.</li> <li>7. Proterra, Inc.</li> <li>8. BYD Motors, Inc.</li> </ol>
<p>2 The vendors must agree to provide an option to purchase rolling stock and related equipment to multiple participants</p> <p>(Required by FAST Act Section 3019)</p>	Yes	<p>The ordering instructions state that the contract is available for all "authorized users" (thus indicating that vendors agree to sell to multiple participants). The RFP defines "authorized users" as users that use state/local funds as well as users that "receive financial assistance (grants) from the FTA."</p>
<p>3 The lead procurement agency develops the terms of the contract</p> <p>(Required by FAST Act Section 3019)</p>	Yes	<p>GA Department of Administrative Services (lead procurement agency) developed the terms of the contract</p>
<p>4 The contract is for an initial term of not more than two years, does not include more than three options for extensions for terms of not more than one year each, and is in effect for a total period of not more than five years</p> <p>(Required by FAST Act Section 3019)</p>	Yes	<p>Amendment 1 to the Contract states the initial term will be for a period of no more than two years (7/1/2018 – 6/31/2020) and that there are three renewal options for one year each and thus would not extend beyond 5 years.</p>

<sup>1</sup> The FAST Act clarifies that state cooperative procurements are not limited to intrastate participants. See FAST Act Section 3019(b)(1)(B)(i) ("Procurement not limited to intrastate participants.—A grantee may participate in a cooperative procurement contract without regard to whether the grantee is located in the same State as the parties to the contract.").

5	<p>The recipient must ensure all Federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master intergovernmental contract or in the recipient's purchase document. One way of achieving compliance with FTA requirements is for all parties to agree to append the required Federal clauses in the purchase order or other document that effects the recipient's procurement. When buying from these schedules, the recipient should obtain Buy America certification before entering into the purchase order. If the product to be purchased is Buy America compliant, there is no problem. If the product is not Buy America compliant, the recipient will need to obtain a waiver from FTA before proceeding.</p> <p>(Required by FTA C. 4220.1F)</p>	Yes	<p>Proterra signed federally required certification forms (See Attachment 14 to the Contract).</p> <p>RTC will further require applicable FTA requirements and certifications in the contract with Proterra.</p>
6	<p>Determine that the state contract was awarded with full and open competition.</p> <p>(Required by FTA C. 4220.1F &amp; 2 CFR § 200.319(a))</p>	Yes	<p>Full and open competition: The Contract describes itself as a "competitively bid contract" (General Contract Information Section) and a review of the RFP and post-award materials indicates that it did conduct a full and open competition.</p> <p>RFP Section 6.3.1 states that "the Supplier deemed to have the most competitive cost proposal for a vehicle line item as determined by DOAS, will receive the maximum weighted score for the cost criteria. Other proposals will receive a percentage of the weighted points available based on the percentage differential between the most competitive cost proposal and the specific proposal in question."</p> <p>RFP Section 6.7, Selection and Award, states, "DOAS expects to make multiple awards, based on the most highly ranked proposals at the line item level, to responsive and responsible Suppliers who offer products and/or services at competitive prices that meet or exceed the technical requirements/specifications set forth in the</p>



			RFP with whom DOAS has reached agreement on all contract terms and conditions."
7	Determine that the contract was not subject to geographical preference  (Required by FTA C. 4220.1 F & 2 CFR 200.319(b))	Yes	RFP Section 6.5 states: <b>6.5. Georgia Based Business/Reciprocal Preference Law O.C.G.A. §50-5-60(b)</b> For the purposes of evaluation only, Suppliers resident in the State of Georgia will be granted the same preference over Suppliers resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to Suppliers resident therein over Suppliers resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident Supplier is a Supplier who is domiciled in the State of Georgia.  However, by email dated August 23, 2019, the Georgia Department of Administrative Services stated that the process identified in Section 6.5 "was not applied in the evaluation" because "FTA funds were anticipated being used to purchase many of these vehicles and FTA policy does not allow local or reciprocal preference in awarding contracts using federal funds." Thus, the contract was not subject to geographical preference and is in compliance with FTA C. 4220 and 2 CFR 200.319(b).
8	Conduct a cost or price analysis or accept the State procurement office's analysis if the grantee determines that analysis to be adequate (Required by FTA C. 4220.1 F)		RTC will conduct a cost/price analysis as part of the purchase.

## Mass Transit Ordering Instructions

This contract a “Convenience” contract for all Authorized Users and is an “Information Only” contract in Team Georgia Marketplace, meaning the purchases from Non-Team Georgia Marketplace (TGM) Users process their purchase orders outside TGM system. These sales processed outside of TGM are captured in the Suppliers Quarterly Sales Reports submitted to DOAS.

This contract offers Federal Transit Administration (FTA) compliant buses and Non-FTA complaint buses. FTA compliant buses may be purchased as a non-compliant FTA bus as well. The contract offers the completed FTA compliance documentation submitted and certified by the suppliers.

The contract is an “Ala Carte” style contract and ordering procedure. Customers can save money and tremendous time efficiencies when purchasing buses from this contract. Customers may purchase a base bus or may elect to build their bus by selecting their options from an à la carte menu of required and additional optional items. Customer will identify which of the purchase suppliers/buses/options best meets their requirements.

The following steps should be followed when ordering a bus from this contract:

- Customers should determine their requirements and ensure that they meet their specifications or
- Customer will identify which of the buses/suppliers/ options best meets their requirements. A listing
- Options can be added to base bus selections.
- Compare vendor offerings and pricing.
- Review warranty provisions and determine if extended warranty terms should be purchased elect
- Contact vendor and identify yourself as an Authorized User of State of Georgia Public Mass Transit
- Ask Suppliers to provide you a quote based on the established pricing.
- Compare vendor pricing against the contract price.
- Confirm delivery date and method.
- Issue purchase order or other order agreement and include delivery requirements.



# Statewide Information Sheet

<b>Statewide Contract Number</b>	99999-001-SPD0000138	<b>NIGP Code</b>	Varies per Vendor
<b>Name of Contract</b>	Public Mass Transit & Transportation Related Vehicles with Associated Equipment and Accessories.		
<b>Effective Date</b>	7/1/2018	<b>Expiration Date</b>	6/30/2020
<b>Contract Table of Contents</b>			
<b>Vendors Awarded</b>	8	<b>Contract Information:</b>	Convenience Contract
<b>Contract Information for Vendor</b>			<b>Page Number</b>
The Bus Center-Atlanta, Inc.			2
Alliance Bus Group, Inc.			3
Creative Bus Sales, Inc.			4
Transportation Equipment Sales Corporation\ (TESCO)Motor Coach Industries, Inc.			5
Prevost Car US Inc.			6
Motor Coach Industries, Inc.			7
Proterra, Inc.			8
BYD Motors Inc.			9
<b>Additional Contract Information</b>			
General Contract Information			10
Special Terms and Conditions			11
Contract Changes/ Renewals / Extensions			12
Ordering Instructions			13
Item Listing			14
Item Pricing & Specifications			15
NIGP Codes			16
DOAS Issuing Officer for the State			17

<b>Contract Information</b>		
<b>Statewide Contract Number</b>	99999-001-SPD0000138-0007 Electric Buses	
<b>PeopleSoft Vendor Number</b>	0000608774	<b>Location Code</b>
<b>Vendor Name &amp; Address</b>		
Proterra, Inc. 1815 Rollins Road Burlingame, CA 94010		
<b>Contract Administrator</b>		
Eric Reynolds Regional Sales Director 864-607-5538 <a href="mailto:ereynolds@proterra.com">ereynolds@proterra.com</a>		
<b>Contact Details</b>		
<b>Ordering Information</b>	See Ordering Instructions in this document Contact MCI at telephone 470-303-0979	
<b>Remitting Information</b>	Silicon Valley Bank Lockbox 0023747 Pasadena, CA 91185-3747	
<b>Delivery Days</b>	Delivery times will be agreed upon between vendor and buyer at time of order.	
<b>Discounts</b>	Customer may request volume discounts	
<b>Payment Terms</b>	Net 30 days	
<b>Bid Offer includes</b>	State and Local Government	
<b>Acceptable payment method</b>	Purchase Orders	



**General Contract Information:**

The contract includes Coach Buses, Transit Buses, Electric Buses, Trolleys, Medium Duty Cutaways, Light Duty Cutaway Buses, Mobility Vans used in transit applications. It also includes alternatively fueled vehicles, new technology vehicles, and incorporates green initiatives in both bus design and manufacture.

This contract includes many FTA compliant vehicles. The FTA compliance signed documentation is available for those considering purchasing FTA Vehicles.

This á la carte style, competitively bid contract provides great flexibility and creates the opportunity for buyers to quickly customize their purchase to meet their individual requirements and subsequently place orders. This cutting-edge approach creates tremendous cost and time saving efficiencies in the transit bus buying process for both the supplier and buyer. Another feature is, at each year renewals, additional vendors or products may be added to the contract.

**Special Terms and Conditions:**

Customers may require special terms and conditions based on local requirements. These requirements should be coordinated with the vendor and if mutually agreed upon, must be documented on the Purchase Order (PO). If applicable, vendor may add cost of the additional requirements to the quoted cost. Notify State Purchasing Division (SPD) to verify/validate the additional costs at the verification step by SPD.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 3.14**

**TO:** Regional Transportation Commission

**FROM:** Andrew V. Jayankura, P.E., PTOE  
Engineer I



Lee G. Gibson, AICP  
Executive Director

**SUBJECT: Agreement between the UNR and the Regional Transportation Commission for LiDAR Living Lab Project and Implementation**

**RECOMMENDATION**

Approve an Interlocal Cooperative Agreement (ICA) between RTC and the University of Nevada, Reno (UNR) Civil Engineering Department for research using Light Detection and Ranging (LiDAR) technology for the LiDAR Living Lab project in the amount of \$450,000; authorize the RTC Executive Director to execute the agreement.

**SUMMARY**

This interlocal cooperative agreement (see Attachment A) provides funding to UNR for research and deployment of LIDAR units along the Virginia St. corridor from 4<sup>th</sup> St to 15<sup>th</sup> St to form a LiDAR interactive, interconnected, and collaborative system, in essence “The Living Lab”. The research will continue data collection, support of connected/autonomous vehicles, pedestrians and bicycles and Dedicated Short Range Communication (DSRC) devices to share traffic signal data and LIDAR data.

**FISCAL IMPACT**

The funding for this agreement is included in the approved FY 2020 Budget.

**PREVIOUS ACTIONS BY BOARD**

May 21, 2018                      Approved cooperative agreement with the University of Nevada, Reno (UNR) for FY 2018 and FY 2019.

**ADVISORY COMMITTEE(S) RECOMMENDATION**

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

Attachment

INTERLOCAL COOPERATIVE AGREEMENT  
LIVING LAB PROJECT

This Agreement is dated and effective as of \_\_\_\_\_, 2019, by and between the Regional Transportation Commission of Washoe County, Nevada, hereinafter called the RTC, and the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno, hereinafter called the UNIVERSITY.

WITNESSETH:

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with chapter 277 of NRS; and

WHEREAS, pursuant to NRS 277.180, if it is reasonably foreseeable that a public agency will be required to expend more than \$25,000 to carry out such an agreement, the agreement must set forth fully the purposes, powers, rights, objectives and responsibilities of the parties, be ratified by appropriate official action of the governing body of each party, and be in writing; and

WHEREAS, the purpose of this Agreement is to fund part of a UNIVERSITY program to install and connect roadside LiDAR (Light Detection and Ranging) equipment and related infrastructure to create a fully connected corridor in the nine (9) intersection portion of Virginia St. between 4<sup>th</sup> St. and 15<sup>th</sup> St. as further described in Exhibit "A" (the "LIVING LAB"); and

WHEREAS, the LIVING LAB will be used to collect high-accuracy multimode traffic data, analyze pedestrian safety and select countermeasures, evaluate traffic performance with high-resolution data, test traffic signal equipment for connected vehicle communication, and collect other high-resolution trajectory data, in order to inform decision-making and improve the safety and efficiency of multimode traffic within the corridor; and

WHEREAS, the LIVING LAB will be used to test pilot applications of roadside LiDAR technologies in multimode traffic data collection, vehicle-pedestrian near-crash analysis, traffic signal timing evaluation/optimization, connected-vehicle systems, and other applications, with the ultimate goal of improving efficiencies in the design, construction and operation of the corridor and other streets and highways in Washoe County, Nevada; and



WHEREAS, the LIVING LAB could lead to the development of technologies necessary to develop autonomous, connected, and sustainable transit vehicles within the corridor; and

WHEREAS, the total cost to install and connect the LIVING LAB is approximately \$2,000,000<sup>1</sup> of which RTC will provide up to \$450,000 to pay for the line item costs identified in Exhibit "B"; and

WHEREAS, public and private entities have also provided in-kind resources to assist in the design and implementation of the LIVING LAB; and

WHEREAS, additional funding and/or resources from public and private entities in the future may allow for further development of the LIVING LAB and/or the implementation of similar technology in new segments designated by RTC.

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

#### ARTICLE I - UNIVERSITY AGREES:

1. To design, install, and otherwise construct any equipment, facilities or infrastructure necessary to complete the LIVING LAB substantially in accordance with the Scope of Work in Exhibit "A".
2. To purchase any equipment or materials needed to complete the LIVING LAB and data collection.
3. To hire all personnel, consultants and contractors necessary to design, install, and otherwise construct any facilities or infrastructure for the LIVING LAB.
4. To coordinate with the City of Reno, as necessary, to perform certain tasks within the public right-of-way.
5. To work on RTC transit vehicles at such times and in such a manner that does not interfere with RTC's scheduled maintenance and operations:
  - a) All equipment installations shall be performed in a safe and secure manner such that equipment can withstand wind, weather, automated bus washing, and is designed to discourage tampering by RTC patrons and vandals.

---

<sup>1</sup> Approximately \$1,500,000 has been spent by UNIVERSITY and the Nevada Center for Applied Research in design, equipment, researchers and proof of concept implementation.

- b) Equipment installed within any RTC buses shall not take up more space than that occupied by a traditional passenger seat.
  - c) All installed equipment shall be “stand alone,” and shall not be hooked to or dependent upon any bus’s mechanical or electrical systems.
  - d) UNIVERSITY shall not make any penetrations of any bus without RTC’s prior written consent.
  - e) All installed equipment must be removable. UNIVERSITY shall not leave any exposed wiring or other hazards.
6. To perform analysis, research, development, design, and testing of LiDAR (Light Detection and Ranging) equipment, as requested by the RTC in consultation with the UNIVERSITY and as permitted by the Budget in Exhibit “B”, to improve the safety and efficiency of the corridor and other streets and highways in Washoe County, Nevada, including:
- a) Installation of LiDAR units and associated equipment on roadside infrastructure and RTC transit vehicles.
  - b) Micro-level traffic signal evaluation to identify the performance against existing traffic signal evaluation, data/methods, and practices.
  - c) Identification of factors influencing traffic signal performance at specific intersections.
  - d) Development of signal timing optimization methods with full-traffic trajectories.
  - e) Before-after evaluation of traffic signal timing.
  - f) Corridor study before, during, and after construction projects, including continuous traffic speed data, vehicle/pedestrian/bicycle traffic counts, percentages of different vehicle types, conflicts (or near crashes) between vehicles, pedestrians, and bicycles.
  - g) Develop trajectory data which can enhance benefit/cost analysis of construction projects with more traffic details.
  - h) Monitoring/evaluation work zone traffic mobility and safety performance during construction projects.
7. To provide all analysis, reports, recommendations, data, and other work product or materials developed in connection with this project, upon request by RTC.
8. To provide a final report to RTC by December 2022, introducing data features, results of safety and efficiency analyses, recommendations on traffic safety/mobility improvements at the

studied sites, and suggestions for extended applications of roadside LiDAR technologies, and autonomous bus features, along with any supporting data.

9. To invoice RTC for actual costs incurred for the line item costs identified in Exhibit "B" in amounts not-to-exceed the amount of each line item. UNIVERSITY can request in writing that RTC reallocate not-to-exceed amounts between line items. A request to reallocate not-to-exceed amounts must be accompanied with a revised budget, and must be approved in writing by RTC. In no case shall UNIVERSITY receive funding in excess of \$450,000.

10. To submit quarterly invoices to RTC at [accountspayable@rtcwashoe.com](mailto:accountspayable@rtcwashoe.com).

#### ARTICLE II – RTC AGREES:

1. To pay for actual costs of the LIVING LAB in an amount not-to-exceed \$450,000.
2. To provide UNIVERSITY access to a minimum of two transit vehicles (buses) for purposes of performing the desired research in accordance with the LIVING LAB.
3. To allow UNIVERSITY access to such property and facilities of RTC as needed for purposes of performing the research, provided, however, that RTC may restrict UNIVERSITY access to RTC property and facilities at any time upon RTC's determination, in its sole and absolute discretion, that such restriction is necessary or desirable in the furtherance of RTC's public transportation objectives, in the interest of public safety, or in the interest of RTC's business purposes.
4. To remit payment to UNIVERSITY within thirty (30) days of receipt of a properly submitted invoice.

#### ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including the December 31, 2022.
2. This Agreement may be terminated at any time by either party without cause, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. The parties expressly agree that this Agreement shall be terminated immediately if, for any reason, RTC's funding ability to satisfy this Agreement is withdrawn, limited, or impaired.
3. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally



in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR RTC: Brian Stewart, P.E., Engineering Director  
Attn.: Andrew Jayankura, P.E., PTOE, Traffic Engineer  
Regional Transportation Commission  
1105 Terminal Way, Suite 108  
Reno, NV 89502  
Phone: (775) 332-2139  
Fax: (775) 348-3246  
E-mail: [ajayankura@rtcwashoe.com](mailto:ajayankura@rtcwashoe.com)

FOR UNIVERSITY  
TECHNICAL MATTERS: Carlos Cardillo, Ph.D., Director  
Nevada Center for Applied Research  
University of Nevada, Reno  
Reno, NV 89557-0152  
Phone: (775) 784-4837  
E-mail: [ccardillo@unr.edu](mailto:ccardillo@unr.edu)

FOR UNIVERSITY  
CONTRACT MATTERS: Thomas Landis  
Grants and Contracts Manager  
Office of Sponsored Projects/325  
University of Nevada, Reno  
Phone: (775) 784-4040  
Fax: (775) 784-6680  
E-mail: [tlandis@unr.edu](mailto:tlandis@unr.edu)

4. Any and all completed reports, materials, studies, photographs, negatives, drawings or other documents prepared in the performance obligations under this Agreement shall be deemed public information unless specifically and lawfully classified confidential. Both parties shall ensure no such documents are used for commercial purposes other than performance of obligations under this Agreement.

5. To the fullest extent of NRS Chapter 41 liability limitations, each party agrees to indemnify, hold harmless and defend the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any



party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

6. University is self-insured for general and automobile liability exposures funded by the State of Nevada. Pursuant to Chapter 41 of the Nevada Revised Statutes, claims against the University are limited to \$100,000 per cause of action. There is no per occurrence cap on claims. In addition, University has a Special General Liability Policy in excess of \$2,000,000 with a limit of \$15,000,000. University shall provide RTC with appropriate evidence of self-insurance and other certificates of insurance.

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

8. Intellectual Property.

8.1 UNIVERSITY Intellectual Property. Intellectual property independently conceived or reduced to practice or writing by UNIVERSITY prior to entering into this Agreement with no facilities, contribution, involvement or support by RTC, as to its conception or reduction to practice, shall remain the sole and exclusive property of UNIVERSITY, and RTC shall have no title or claim to such intellectual property.

8.2 RTC Intellectual Property. Intellectual property independently conceived or reduced to practice or writing by RTC prior to entering into this Agreement with no facilities, contribution, involvement or support by UNIVERSITY, as to its conception or reduction to practice, shall remain the sole and exclusive property of RTC, and the UNIVERSITY shall have no title or claim to such intellectual property. RTC shall allow UNIVERSITY access to RTC's intellectual property only as far as is necessary to allow UNIVERSITY to successfully conduct the Scope of Work.

8.3 Intellectual Property developed under this Agreement. The parties' respective rights to any and all inventions, devices, processes (including without limitation, processes of

using devices or of manufacturing such devices), methods, compositions or products or software, whether patentable or unpatentable, and works of authorship, which are conceived or reduced to practice or writing during the term of this Agreement, developed as a result of conducting the research within the scope of work herein shall be determined as follows:

8.3.1 RTC Project Intellectual Property. RTC shall own all right, title, and interest in all intellectual property conceived or reduced to practice solely by RTC and/or RTC's employees in carrying out the Scope of Work and may, at its election, file all patent applications relating thereto.

8.3.2 UNIVERSITY Project Intellectual Property. UNIVERSITY shall own all right, title, and interest in all intellectual property conceived or reduced to practice solely by UNIVERSITY and/or UNIVERSITY's employees in carrying out the Scope of Work and may, at its election, file all patent applications relating thereto.

8.3.3 Joint Project Intellectual Property. UNIVERSITY and RTC shall jointly own all right, title, and interest in all intellectual property conceived or reduced to practice by inventors who include both RTC and/or RTC's employees and UNIVERISTY and/or UNIVERISTY'S employees. UNIVERISTY and RTC will confer regarding the filing of patent applications related to joint project intellectual property, but either party may file patent applications relating to joint project intellectual property at its election and sole expense, absent express written agreement with the other party otherwise. The non-filing party shall provide reasonable assistance to the filing party regarding any patents or patent applications relating to joint project intellectual property at the filing party's request and at the filing party's reasonable expense.

8.3.4 Option. In consideration of RTC's support of UNIVERSITY in funding the Scope of Work, UNIVERISTY hereby grants to RTC an option to no-cost license to UNIVERSITY project intellectual property and UNIVERSITY'S interest in joint project intellectual property. Such option shall expire six (6) months after UNIVERSITY has provided written notice to RTC of any intellectual property ("Option Period"). Upon execution of the option in writing, the parties will meet within thirty (30) days to begin negotiating the terms of the license. The parties agree to negotiate in good faith and the terms of the license will be reasonable in relation to typical licenses in the field and industry. In the event a license is not executed within three (3) months from the exercise of the option, or the option is not exercised within the Option Period, the UNIVERSITY shall be free to license UNIVERSITY project intellectual property and

UNIVERSITY'S interest in joint project intellectual property to others in the UNIVERSITY'S sole discretion.

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

10. An alteration ordered by the RTC which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work, and shall be specified in an Amendment which will set forth the nature and estimated scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

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

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

13. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

14. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

15. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

16. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and each party only has the right to supervise, manage, operate, control and direct

performance of the details incident to its respective duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer- employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

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

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

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

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

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

22. This Agreement, including the program elements to be incorporated herein per Article I, paragraph 3, constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.



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

APPROVED AS TO LEGALITY & FORM:

---

Dale Ferguson, RTC Chief Counsel

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

---

Lee Gibson, Executive Director

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

---

Karim Hussein  
Director, Sponsored Projects

## Exhibit A

# INTELLIGENT MOBILITY: A User - Centered, Open – Innovation Living – Lab Ecosystem for Automated and Connected Vehicles in Nevada

## 1. Summary of Work Already Performed

### 1.a Governance, Planning and Agreements

Resource assessment, resource availability and general planning was completed. For this, we have defined the key stakeholders and the direction of the project. All formal agreements and memorandum of understanding were prepared and executed between key stakeholders with a clear definition of roles, assets, permits, initial funding, and land timeframes related to all central elements in the program. Current stakeholders in the project are:

- University of Nevada, Reno: Leading the initiative, research, development and implementation.
- Regional Transportation Commission of Washoe County: Mass transit, planning, logistic and key decision maker for the initiative.
- Governor's Office of Economic Development: Sponsor and business development.
- City of Reno: Planning, logistic, access to fiber optic network and field systems implementation.
- Nevada Department of Transportation: Planning, logistic and permits.
- Nevada Department of Motor Vehicle: Logistic and permits.
- The National Judicial College: Access to a national cohort of judges to plan/develop liability plans.
- Proterra: Electric bus instrumentation logistic and engineering support.
- Switch: High Performance Computing support and Smart City logistic.
- Dell EMC: Data management support.
- Filament: Blockchain-based cybersecurity.
- Velodyne: LiDAR sensors at manufacturing cost and engineering support for the installation.
- City of Sparks: Not active – Waiting for potential projects.
- Carson City: Not active – Waiting for potential projects.

### 1.b Data Collection, Vehicles Instrumentations and Intelligent Transportation System Assessment

For this component, an advanced hardware and software pipeline was integrated onboard in one of the RTC buses as a test vehicle and used to continuously collect data on their operational route (Sierra Spirit). This allowed the investigation of vehicle autonomy, and observation of their capability to a) familiarize itself locally within challenging, possibly long-term, GPS-denied, dynamic environments, b) map their surroundings in real-time with the ability to plan their actions within this map, c) detect and infer the trajectories of moving entities with a special focus on pedestrians, and d) identify and classify the traffic signs efficiently and timely.

The hardware module consists of LiDAR sensors and a multi-camera system. Inertial measurement unit, GPS and processing -- synchronized by their sensor triggering and data collection that occurs on a high-level computing system. The Autonomous Car Program at UNR has fully instrumented a passenger vehicle and is being tested on the streets of Reno. This autonomous vehicle will be circulating and collecting data throughout the Sierra Spirit

route, along with the RTC bus. The RTC bus and the passenger car from UNR would be the first vehicles to be tested in the Living Lab.

#### 1.c Technical Planning and Equipment Acquisition for the Living Lab Instrumentation

After several meetings with key stakeholders, the required planning for the Living Lab instrumentation is in place, including access to the fiber optic network to support this infrastructure. In addition, all sensors, edge computers, switches, communication devices, cabinets, and computer modules are acquired and ready to be installed.

#### 1.d Socioeconomic Impact

In collaboration with UNR's Geography department, we have developed campus-wide surveys to:

- i) Collect information about their present knowledge and perception of connected vehicle technology and infrastructure;
- ii) Assess their willingness to consider traveling in a connected infrastructure between the University and Downtown Reno under different conditions;
- iii) Assess how the data and responses vary across specific groups of interest. A preliminary descriptive report was generated, and a more inferential analysis is now taking place.

#### 1.e Legal and Regulatory Implications

In collaboration with the National Judicial College, UNR's Social Psychology and Judicial Study groups, we are assessing the social-psychological process in assessing liability in autonomous and connected vehicles accidents. After a comprehensive literature review on attribution of responsibility and blame, we developed a theoretical framework model to:

- i) Organize emerging legal question;
- ii) Analyze emerging legal cases;
- iii) Guide focus group studies; and
- iv) Generate testbed hypotheses.

As a second phase, we initiated empirical investigation by organizing focus groups with sitting judges, to develop and maintain collaboration with the National Judicial College.



## 2. Scope of Work to be Performed

### 2.a Living Lab Instrumentation (Hardware Infrastructure)

We will start the physical installation of all sensors, networking, and communications systems throughout the Living Lab. The RTC, City of Reno, and contractors (through City of Reno) have helped with the installation of LiDAR and other devices at the intersection of 15th Street and N. Virginia. The installation at other intersections will be similar, however, collaboration with utility companies may be needed, dependent on the complexity of the installation.

This pilot deployment will integrate roadside LiDAR (Light Detection and Ranging) technologies, Dedicated Short-Range Communication (DSRC), a high-speed microwave/fiber network, a high-performance/throughput computing platform, and existing traffic infrastructure, such as, signal controllers, to improve safety, mobility, and energy efficiency of multimode traffic along a one-mile segment of N. Virginia from 4th St. to 15th St. (Figure 1). For the first time, 360° LiDAR sensors will be deployed along a public arterial to obtain trajectories of all road users.

The Living Lab infrastructure will serve, Connected and Autonomous Vehicles (CAVs), and other traditional multimode road users with the innovative integration of roadside LiDAR sensors, and connected-vehicle technologies. The Living Lab infrastructure will analyze and offer metrics regarding safety, traffic congestion, and pollution of the mixture of connected and unconnected traffic flow, along with many other parameters that can later be defined as important by the main stakeholders in this project.





Figure 1. One-mile Living Lab arterial along North Virginia Street, Reno, Nevada that it is being implemented.

As the core portion of this infrastructure implementation, this deployment will install 32-channel-360°LiDAR sensors at nine signalized intersections, a RRFB (Rapid Rectangular Flashing Beacon) intersection, and in between intersections that are farther than 500ft apart (Figure 2).

**Signalized Intersections:**

- 1) 4th St. and N. Virginia St.
- 2) 5th St. and N. Virginia St.
- 3) 6th St. and N. Virginia St.
- 4) Maple St. and N. Virginia St.
- 5) 8th St. and N. Virginia St.
- 6) 9th St. and N. Virginia St.
- 7) Artemesia Way and N. Virginia St.
- 8) College Dr and N. Virginia St.
- 9) 15th St. and N. Virginia St.

**RRFB Intersection:**

10th St. and N. Virginia St

**Un-signalized Intersections:**

- 1) 14th St. and N. Virginia St.
- 2) 7th St. and N. Virginia St.

The two un-signalized intersections are not included in this initial installation. However, UNR, The RTC, and City of Reno are currently discussing options (i.e. poles, electrical, etc.) to resolve some of the technical challenges and instrument these two intersections.

This chain of LiDAR sensors will offer seamless detection range along the one-mile Living Lab, with at least two sensor laser beams overlapping at any location. At each signalized intersection, two sensors will be installed at opposing corners, similar to the current pilot deployment at 15<sup>th</sup> St. and Virginia St. The LiDAR sensors will be installed on the top of the pedestrian signal heads. Previous experience have found that 2-3 meters height provides the sensors with an excellent view of road traffic and pedestrians, and help prevent tampering. Sensors at un-signalized intersections will be installed on street light poles (ideally) or portable platforms (if necessary). Our portable platform includes a 2-3-meter pole for installation of a LiDAR sensor and solar panel, have a bottom cabinet for batteries, data processing computer, and related network devices.

DSRC roadside units (RSUs) will be installed on traffic signal poles at the signalized intersections; this will allow V2X communication between infrastructure and connected vehicles (autonomous or conventional), as well as people, cyclists, and any other participant in the Living Lab. A high-speed (>200 Mbps) point-to-point and point-to-multipoint microwave communications network will be implemented between intersections, transferring data from the arterial to the UNR campus fiber network in three locations. In addition, data will also be transferred to UNR's High Performance Computing facility located at the Switch data center for big data analytics and permanent storage.

An industrial edge computer designed for extreme temperature operation will be installed at each intersection, or portable sensor platform to process the LiDAR data. It will communicate with traffic controllers, and send/receive connected vehicle messages through the DSRC RSUs in real time (see Figure 3). Except for LiDAR sensors and DSRCs, other equipment installed at each intersection will be housed in special piggyback cabinets. The cabinets are being installed by City of Reno Public Works. The cabinets will be locked, and only designated stakeholders will have access.

General system architecture is shown in Figure 3. The traffic signal controller, LiDAR sensors, edge computer, DSRC roadside unit, microwave wireless communication, and external hard drives for field data backup are connected through a network switch.



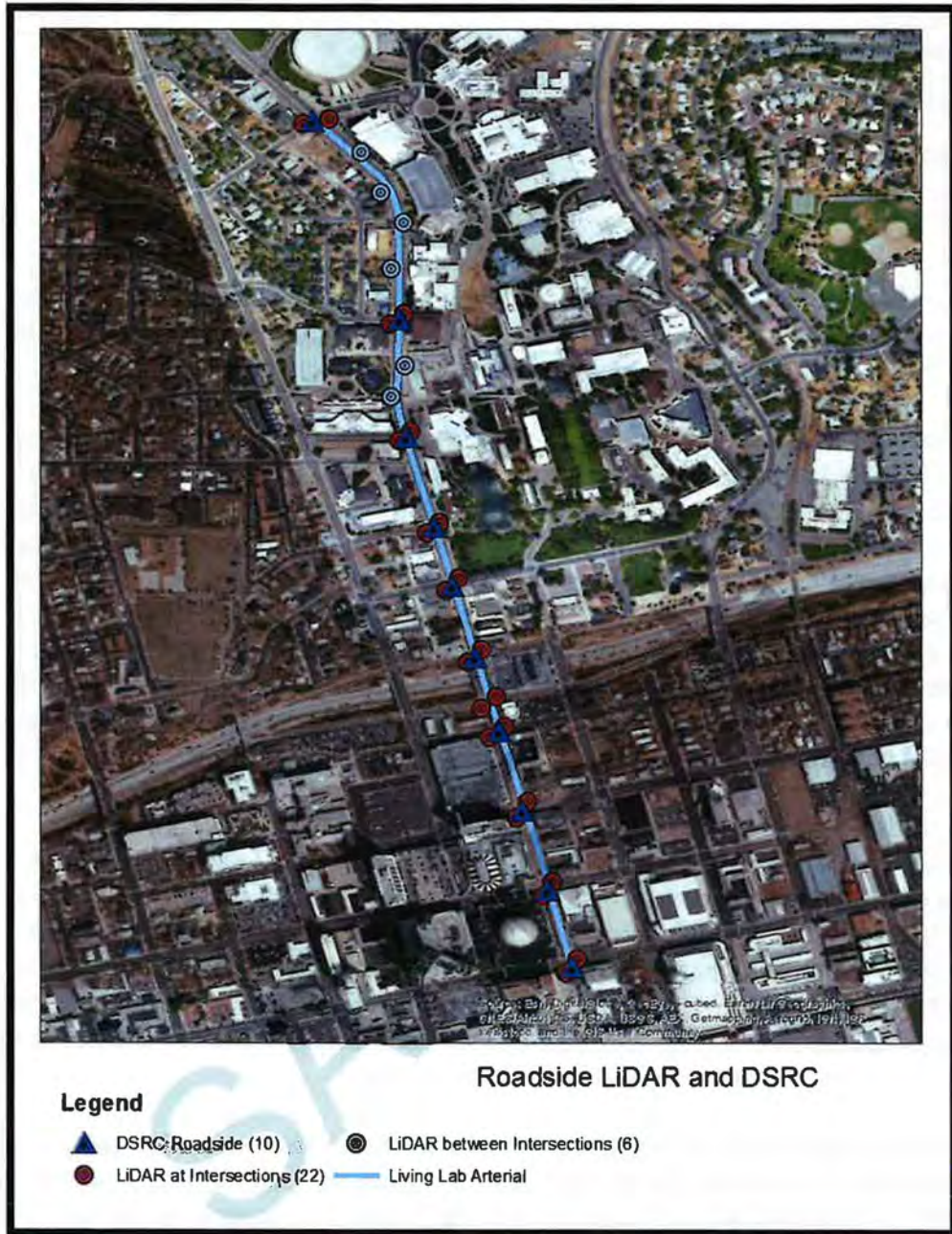


Figure 2. Deployment plan of roadside LiDAR sensors and DSRC devices



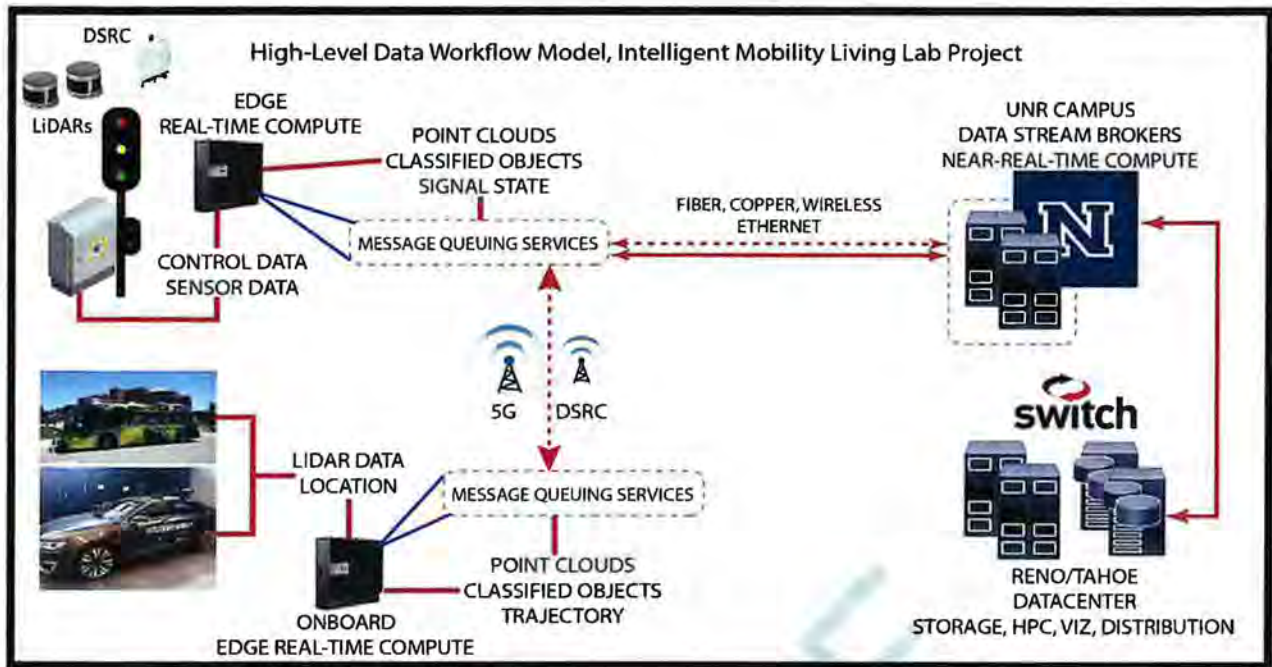


Figure 3. Diagram of LiDAR-enhanced connected-traffic infrastructure.

## 2.b Communication Network

Fundamental to all Smart Cities initiatives is a digital communications network. Without a dedicated network, the flow of data to connected infrastructures, and traffic control optimization will not be possible. The data workflow proposed in this project would include both transport of all raw data back to a High Performance Computing (HPC) systems for experimental modeling/analysis, as well as development of edge computing algorithms to allow curbside processing of LiDAR data, and distribution of analysis results to nearby nodes for traffic and safety optimization.

Networks supporting innovative Smart Cities engineering projects are by definition experimental, and currently in exploratory stages. There are no “standard” models to draw from. The roles of communications methods, such as, fiber circuits, cellular technology, and terrestrial microwave have not been proven or well quantified in existing Smart Cities research. Therefore, any new project should consider use of a variety of communications avenues that best fit the project challenges and location.

Bandwidth requirements for the LiDAR sensors are approximately 1 Mbps/channel maximum throughput. For example, a 32-channel LiDAR unit employed at 2 units per intersection, a bandwidth of 64 Mbps per intersection is required for both the LiDAR sensors.

Control operations, DSRC communications and data transfers from edge computers require overhead bandwidth beyond this, meaning that ideal connectivity at each intersection needs to be a minimum of 100 Mbps, and ideally more to allow for expansion of systems. A linear point-to-point wireless microwave network would function as the primary data transportation circuit to reach strategic locations with active fiber drops, where bandwidth limitations should not be present. Microwave radio units described in the equipment section are capable of



operating between 150-500 Mbps, meaning that fiber backhaul locations to the UNR campus network need to be present in approximately 3-4 distributed locations along the Smart Arterial in order for the overall system to support the anticipated network data throughput. Fiber backhaul circuits should operate at a minimum of 1 Gbps, but ideally, at 10 Gbps for future proofing.

For the LiDAR-enhanced Smart Arterial on Virginia Street, an initial lower-cost communications network will be built using a combination of wireless point-to-point and fiber backhaul.

#### 2.c Data Management

An adaptive traffic control system based on the real-time data input from connected vehicles would be assessed. Real-time data generated directly from each vehicle (instrumented RTC bus and autonomous car) would bring a change to traditional traffic control system, and the available data would change the current traffic system performance evaluation approach. The assessment would define a set of methodologies and tools for advanced traffic surveillance, and adaptive traffic control based on the latest available traffic data. In addition, for traffic safety, it is critical to understand how pedestrians and human drivers interact with connected/autonomous vehicles. Therefore, safety countermeasures could be developed or applied before crashes happen. For this, a before/after driver/pedestrian behavior study would also be assessed.

#### 2.d Socioeconomic Impact

We will continue preparing surveys for the relevant population directly affected/involved in the Living Lab.

#### 2.e Legal and Regulatory Implications

We will continue collaborating with the National Judicial College in developing new focus groups with sitting Judges, and the possibility of creating an advisory committee to answer potential legal concerns from the main stakeholders in the Intelligent Mobility initiative.

#### 2.f Applications Development

The proposed infrastructure, the experimental modeling/analysis, and the development of edge computing algorithms for curbside processing, will set an ideal data infrastructure for off-line and on-line analysis. Although the development of safety and efficiency algorithms are not part of this scope of work, the Intelligent Mobility team will make every effort to start developing such algorithms in collaboration with the RTC, City of Reno, and any current or new partner that want to join this effort.

### 3. Key Benefits from the Living Lab Infrastructure

The Living Lab infrastructure will enhance/improve local traffic in the following perspectives.

#### 3.a Data

- i) Providing stakeholders with continuous (24/7) high-accuracy, all-traffic trajectories along the arterial. The data will initially include counts, speeds, directions and interactions of all road users.
- ii) Providing a new source of data that can be used to answer many questions that were not possible to answer before.

#### 3.b Traffic Safety

- i) Near-crash analysis with 24/7 all-traffic trajectories (vehicles, pedestrians, and bicyclists) to identify crash risks along the arterial, diagnose influencing factors, and recommend safety countermeasures. It is expected that traffic safety will be more robust and prevent crashes from happening.
- ii) Proactive pedestrian crossing signal system, which detects/predicts pedestrian crossings (based on trajectories) and automatically triggering rectangular rapid flash beacon (RRFB) to warn drivers, and possible red flash beacons to warn pedestrians if high-speed vehicles are approaching.

#### 3.c Traffic Signal Operation

- i) Micro-level traffic signal evaluation to identify the performance in more detail (i.e.: vehicle's deceleration, stop, idling, acceleration, pedestrian's waiting time, crossing paths and speeds) than any existing performance evaluation data/methods.
- ii) Identification of factors influencing traffic signal performance at intersections.
- iii) Development of signal timing optimization methods using full-traffic trajectories.

#### 3.d Connected and Autonomous traffic

- i) Will provide real-time traffic safety and traffic signal DSRC messages from roadside LiDAR trajectories and traffic signal controllers to CAVs and connected electric buses on this arterial. CAVs will obtain complete technology advantages on this arterial without limitation, compared to traditional vehicles, pedestrians and bicycles.
- ii) Performance evaluation of CAVs and their influence on unconnected road users. The performance evaluation will inform local agencies of the expected benefits and impacts of advanced traffic technologies and return on investment. The system and knowledge learned from this project will prepare the city and agencies for the coming revolutions on advanced transportation systems. This arterial will be a unique, and by now, the most comprehensive CAV testing bed that allows a system-level performance evaluation with all-traffic trajectories.
- iii) The system design and implementation will help migrate LiDAR-enhanced, connected traffic infrastructures to other road networks, cities and regions.

- iv) This pilot deployment will support The RTC and City of Reno to take the lead in new smart traffic infrastructures, which could attract Federal grants related to advanced traffic systems/smart cities and improve mass transit safety and efficiency.
- v) Lessons learned from this deployment will be used to define and design new segments to be instrumented in other RTC routes in Washoe County.

SAMPLE



**Exhibit B - Budget**

**RTC Funds for Intelligent Mobility - Living Lab Additional Development**

	TOTAL	Year 1	Year 2	Year 3	Description
<b>EQUIPMENT</b>					
High Throughput Computer (HTC) System (Second Server)	\$50,000	\$50,000	\$0	\$0	As second HTC server (at UNR) to manage incoming, real-time data from the Living Lab (1st server was purchased by NCAR)
Set of Equipment for a Full intersection (for spare/benchmark testing)	\$25,000	\$25,000	\$0	\$0	Edge computer, switches, cabinets, cables mounting brackets, 2 32-Channels LIDARs, 1 RSU DSRC
Electric bus instrumentation and communication system	\$23,000	\$23,000	\$0	\$0	Thermal Camera, Visible Light Color Camera, Visible Light Mono Camera, Inertial Measurement Unit, LIDAR, CPU
<b>Total Equipment</b>	<b>\$98,000</b>	<b>\$98,000</b>	<b>\$0</b>	<b>\$0</b>	
<b>LIVING LAB INFRASTRUCTURE INSTALLATION</b>					
Fiber optic networks interconnect	\$7,000	\$7,000	\$0	\$0	City of Reno fiber network connected to UNR fiber network
Equipment mounting & wiring (\$1,200/intersection x 12 intersections)	\$14,400	\$14,400	\$0	\$0	All necessary wiring, brackets and locks for equipment in each cabinet
IM Cabinets labels + city arts (\$250 x 12)	\$3,000	\$3,000	\$0	\$0	Artistic work required by City of Reno on each cabinet plus identification label
Big data analytics setup (Dell EMC)	\$5,852	\$3,000	\$2,852	\$0	Consulting work for setting up the right data architecture for big data analytics
<b>Total Living Lab Installation</b>	<b>\$30,252</b>	<b>\$27,400</b>	<b>\$2,852</b>	<b>\$0</b>	
<b>SUPPORT PERSONNEL</b>					
Post-Doc: Roadside LIDAR Data Processing (Max. \$2,250/mos)	\$27,000	\$27,000	\$0	\$0	Experimental modeling/analysis, as well as development of edge computing algorithms for curbside processing
Graduate Research Assistant: Cyberinfrastructure/Data Streaming (Max. \$1,625/mos)	\$39,000	\$19,500	\$19,500	\$0	Development and maintenance of live data streaming architecture
Graduate Research Assistant: Robotics/AV Engineering (Max. \$1,625/mos)	\$19,500	\$0	\$19,500	\$0	Improve development and testing of autonomous navigation system for the existing autonomous vehicle
Graduate Research Assistant: Robotics/AV Engineering (Max. \$1,625/mos)	\$19,500	\$0	\$19,500	\$0	Improve development and testing of autonomous mapping system for the existing autonomous vehicle
Graduate Research Assistant: Electric Bus Application/Communication (Max. \$1,625/mos)	\$19,500	\$0	\$19,500	\$0	Development a second (portable) sensors bar for electric bus & Improvement of GPS denied and early object detection algorithms
Graduate Research Assistant: Community Engagement/Surveys (Max. \$1,625/mos)	\$0	\$0	\$0	\$0	Development of community surveys, data collection and analysis
Graduate Research Assistant/Doctoral: Legal/Liability issues (Max. \$2,085/mos)	\$25,000	\$25,000	\$0	\$0	Development of focus groups, data collection and legal framework for the living lab activities
Program Manager/Director (Max. \$2,430/mos)	\$58,236	\$0	\$29,118	\$29,118	Living Lab program management, stakeholders relationships, business development, grants preparation, and promotion
<b>Total Support Personnel</b>	<b>\$207,736</b>	<b>\$71,500</b>	<b>\$107,118</b>	<b>\$29,118</b>	
<b>Fringe Benefits (% of monthly rate)</b>	<b>\$41,377</b>	<b>\$13,865</b>	<b>\$18,943</b>	<b>\$8,569</b>	
<b>TOTAL</b>	<b>\$377,365</b>	<b>\$210,765</b>	<b>\$128,913</b>	<b>\$37,687</b>	
<b>Facilities &amp; Administrative Recovery Rate (26% on Invoiced Amounts)</b>	<b>\$72,635</b>	<b>\$29,319</b>	<b>\$33,517</b>	<b>\$9,799</b>	
<b>Grand Total</b>	<b>\$450,000</b>	<b>\$240,083</b>	<b>\$162,431</b>	<b>\$47,486</b>	



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 3.15**

**TO:** Regional Transportation Commission

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

  
\_\_\_\_\_  
Lee G. Gibson, AICP  
Executive Director

**SUBJECT: Interlocal Cooperative Agreement with the City of Reno for Additional Utility Conduits Installed in South Virginia Street during Construction of the Virginia Street Bus RAPID Transit Extension Project**

**RECOMMENDATION**

Approve an Interlocal Cooperative Agreement (ICA) between the RTC and the City of Reno for additional utility conduits on Virginia Street during the construction of the Virginia Street Bus RAPID Transit (BRT) Extension Project in an amount not to exceed \$65,997, paid by the City of Reno; authorize the RTC Executive Director to execute the agreement.

**SUMMARY**

The City of Reno has requested the RTC to include two additional utility conduits along South Virginia Street during the construction of the Virginia Street Bus RAPID Transit Extension Project (Project). Subject utility conduits extend from Plumb Lane to Liberty Street and will be used by the City of Reno for their own purposes.

The City of Reno is reimbursing RTC for actual costs incurred for the design and construction of requested utility conduits. RTC is competing the work of installing these enhance during the construction of the Project.

**FISCAL IMPACT**

City of Reno will reimburse the RTC for costs incurred providing the requested utility conduits.

**PREVIOUS ACTIONS BY BOARD**

August 16, 2019                      Approved an Interlocal Cooperative Agreement with the City of Reno for Requested Enhancements to South Virginia Street during Construction of the Virginia Street Bus RAPID Transit Extension Project

- July 19, 2019 Approve Interlocal Cooperative Agreement with the City of Reno for Limited Environmental Mitigation associated with the Virginia Street Bus RAPID Transit Extension Project
- May 20, 2019 Approved the Construction Agreement between RTC and SNC (CMAR) for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project
- May 20, 2019 Approved the Professional Services Agreement between RTC and Atkins North America (Atkins) for Construction Support Services on Phase 2 of the Virginia Street Bus RAPID Transit Extension Project.
- March 15, 2019 Approved Interlocal Corporate Agreement between RTC and City of Reno to transfer funds to the City of Reno for the selection, procurement, and installation of benches and bike racks in Midtown.
- July 20, 2018 Approved a Professional Services Agreement with Atkins North America for the Construction Management Services for the utility construction phase. Approved an Agreement with Sierra Nevada Construction Inc. for the construction of the early work utility construction phase. Authorized the finalization and execution of five utility relocation and reimbursement agreements into the agreement for early construction work.
- June 15, 2018 Approved an Amendment to the Construction Manager At Risk (CMAR) Pre-Construction Agreement between the RTC and Sierra Nevada Construction Inc. for the Virginia Street Bus RAPID Extension Project
- May 21, 2018 Approved a Request for Proposals (RFP) for Construction Services for the Virginia Street Bus RAPID Transit Extension Project.
- June 17, 2016 Approved the Final Rankings of the Proposers and Selection of a Contractor for Construction Manager at Risk (CMAR) for Pre-Construction Services and authorized the Executive Director to execute a Pre-Construction Services Agreement with SNC for the Virginia Street RAPID Extension Project.
- March 18, 2016 Approved the RFP for the Construction Manager at Risk method of project delivery for the Virginia Street Bus RAPID Transit Extension Project.



- March 18, 2016                      Approved Amendment No. 1 to the Professional Services Agreement with NCE for Final Design for the Virginia Street Bus RAPID Transit Extension Project.
- October 16, 2015                    Acknowledged receipt of an update on the Virginia Street Bus RAPID Transit Extension Project and approve the local preferred alternative.
- August 21, 2015                    Acknowledged receipt of an update and provided direction on the alternative selection for the Virginia Street Bus RAPID Transit Extension Project.
- July 17, 2015                        Acknowledged receipt of a report on the Virginia Street Bus RAPID Transit Extension Project.
- April 17, 2015                        Acknowledged receipt of a report on the development of the Virginia Street Bus RAPID Transit Extension Project.
- October 17, 2014                    Approved the selection of NCE for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.
- July 25, 2014                        Approved the RFP for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.

**ADVISORY COMMITTEE(S) RECOMMENDATION**

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

Attachment

**INTERLOCAL REIMBURSEMENT AGREEMENT**

This agreement (“this Agreement”) is made and entered into on \_\_\_\_\_, by and between the City of Reno (“CITY”), and the Regional Transportation Commission of Washoe County, Nevada (“RTC”).

**WHEREAS**, RTC is undertaking the Virginia Street Bus Rapid Transit Extension Project, a project to design and construct roadway and guideway improvements, transit stations, and other multimodal enhancements on South Virginia Street between Plumb Lane and Liberty Street in the City of Reno, NV (hereinafter the “Project”); and

**WHEREAS**, CITY owns and maintains the right of way within the Project limits; and

**WHEREAS**, CITY is planning to add certain telecommunications infrastructure within and adjacent to the Project not included in the scope of the Project (the “CITY Improvements”); and

**WHEREAS**, RTC will complete the CITY Improvements as part of the Project; and

**WHEREAS**, CITY will reimburse RTC for the actual cost of the CITY Improvements;

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

1. RTC agrees to:

(a) Enter into an agreement with its contractor to provide all material, construct, install and perform all work to complete the CITY Improvements using the Construction Manager-At-Risk (CMAR) project delivery method.

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

(c) Submit to CITY an invoice for the amount of the CITY Improvements, within sixty (60) calendar days of completion of the CITY Improvements.

2. CITY agrees to:

(a) Perform inspection of CITY Improvements prior to final acceptance.





**ATTACHMENT A**

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

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

CITY OF RENO

\_\_\_\_\_  
Lee G. Gibson, AICP  
Executive Director

\_\_\_\_\_  
Hillary L. Shieve  
Mayor

\_\_\_\_\_  
Ashley D. Turney  
City Clerk

APPROVED AS TO LEGALITY  
AND FORM:

APPROVED AS TO LEGALITY  
AND FORM:

\_\_\_\_\_  
Dale Ferguson, Esq.  
RTC Chief Counsel

\_\_\_\_\_  
Susan Ball Rothe  
Deputy City Attorney

Exhibit 1

Description of CITY Improvements: Furnish and install approximately 6,434 lineal feet of two (2) each 3” conduit the joint utility trench and five (5) HN 1730 utility boxes in accordance with the Virginia Street Bus RAPID Transit Extension Project Phase 1 Utilities drawings and specifications prepared by NCE dated July, 16, 2018.

Costs for Reimbursement to RTC:

Furnish and install two (2) – 3” conduit in joint utility trench:	\$59,000
Furnish and install five (5) utility boxes:	<u>\$6,997</u>
<b>TOTAL AMOUNT:</b>	<b>\$65,997</b>

- (1) Based on actual CMAR Guaranteed Maximum Price Early Work Construction Agreement.
- (2) Total Amount is for direct and indirect construction costs only. No other indirect costs are included or subject to reimbursement.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 3.16**

**TO:** Regional Transportation Commission

**FROM:** Dale Ferguson  
RTC Chief Legal Counsel



Lee G. Gibson, AICP  
Executive Director

**SUBJECT: Resolution of Condemnation for property rights related to APN 007-183-19, necessary to construct the Virginia Street Bus Rapid Transit Extension Project**

**RECOMMENDATION**

Approve the attached Resolution of Condemnation authorizing RTC’s legal counsel to commence condemnation proceedings to acquire the full fee acquisition of the parcel known as APN 007-183-19 from Hotshots, Inc., a Nevada corporation, necessary to construct the Virginia Street Bus Rapid Transit Extension Project.

**SUMMARY**

At the March 18, 2016, RTC Board Meeting, the Commission approved Amendment No. 1 to the Professional Services Agreement with Nichols Consulting Engineers (“NCE”) for Final Design of the Virginia Street Bus RAPID Transit Extension Project (the “Project”). At the September 16, 2016, RTC Board Meeting, the Commission approved the Request for Proposals (RFP) for the selection of a firm to provide Right of Way Services for the Project. Paragon Partners, LTD (“Paragon”) was selected as the firm to provide the right of way acquisition services at the November 18, 2016, RTC Board Meeting. Thereafter, Paragon initiated the process of acquiring the right-of-way for the Project.

Through an Interlocal Cooperative Agreement with the City of Reno dated May 24, 2016, the RTC has been authorized to negotiate and/or initiate eminent domain proceeding for right-of-way acquisition when necessary for the Project. Paragon has been attempting to negotiate the purchase of property rights needed to construct the Project from the owners of APN 007-183-19. Those efforts have been unsuccessful to date.

To ensure timely construction of the Project, the approval of this Resolution of Condemnation allows the RTC to initiate condemnation proceedings for these property rights. Proper notice of this agenda item has been provided to the property owner as required by the Nevada Revised Statutes. In order to minimize potential delays to the Project, the proposed resolution of condemnation (see Attachment A) is requested now so that legal counsel can seek a court ordered



“right-of-entry” and/or order for immediate occupancy should negotiations with property owners not result in the acquisition of the property rights through purchase. Every effort to reach satisfactory purchase agreements will continue to be made until a complaint in eminent domain is filed with the court. Thereafter, the RTC will continue to attempt to negotiate a resolution.

### **FISCAL IMPACT**

The costs to acquire the subject property interests have been budgeted; however, the fiscal impact cannot be determined at this time. Aside from legal fees, there is the potential that the compensation to the property owner may increase as a result of legal settlement.

### **PREVIOUS ACTIONS BY BOARD**

- |                    |   |
|--------------------|---|
| November 18, 2016  | Approved the staff recommendation of Paragon Partners LTD to provide the right of way acquisition services for the Project; authorize the Executive Director to negotiate and execute the final Professional Service Agreement (PSA). |
| September 16, 2016 | Approved the Request for Proposals (RFP) for the selection of a firm to provide Right of Way Services for the Project.  |
| March 18, 2016     | Approved Amendment No. 1 to the Professional Services Agreement with NCE for Final Design for the Project.  |
| October 16, 2015   | Acknowledged receipt of an update on the Project and approve the local preferred alternative.   |
| October 17, 2014   | Approved Selection of Nichols Consulting Engineers (NCE) for Preliminary Design & NEPA; authorize the RTC Executive Director to negotiate and execute a professional services agreement with NCE.                                     |

### **ADDITIONAL BACKGROUND**

This project installs multi-modal transportation improvements including an extension of the Bus Rapid Transit service on the corridor from Plumb Lane to Liberty Street and Maple Street to 15<sup>th</sup> Street/North Virginia Street. The NEPA process is complete. The 100 percent design plans for the project are complete. Work in the North Virginia-UNR segment of the project is anticipated to begin in April 2020. With these anticipated start dates, the roadway construction and BRT improvements are scheduled to be complete by the end of 2020.

### **ADVISORY COMMITTEE(S) RECOMMENDATION**

There are no advisory committee recommendations regarding this report.

Attachment

**RESOLUTION OF CONDEMNATION**

**WHEREAS**, it is necessary for the Regional Transportation Commission of Washoe County, hereinafter referred to as "RTC," to provide regional transportation facilities which are of a quality and standard necessary to satisfactorily meet the needs of the traveling public; and

**WHEREAS**, in recognition of such needs, the RTC approved the Virginia Street Bus Rapid Transit Extension Project, hereinafter referred to as "Project," as part of an Interlocal Cooperative Agreement ("ICA") dated May 24, 2016; and

**WHEREAS**, in the ICA dated May 24, 2016, the City of Reno authorized the RTC to initiate eminent domain proceedings on behalf of the City, if required, for the acquisition of right-of-way for the Project; and

**WHEREAS**, Chapter 277A of Nevada Revised Statutes provides that the RTC may exercise the power of eminent domain, if the city or county which has jurisdiction over the property approves; and

**WHEREAS**, the current owner of record of the property interests to be acquired, insofar as is known to the RTC, is Hotshots, Inc., a Nevada corporation.

**NOW, THEREFORE**, the members of the Regional Transportation Commission of Washoe County do hereby find:

1. That proper notice of the RTC's intent to consider eminent domain action to acquire the relevant property interests of the above referenced owner(s) has been given as required by NRS 241.034.
2. That RTC staff first contacted the landowner about the property interests for the full fee acquisition of the parcel known as APN 007-183-19, as described in Exhibit "A" and depicted on Exhibit "B," attached hereto and incorporated herein by reference, on or about June 27, 2019. While there have been discussions, proposals and offers made, all efforts to reach a mutually acceptable agreement for the acquisition of the property interests through purchase have been unsuccessful to date.
3. That the property interests to be acquired in conjunction with the above referenced Project are to be applied to a public use, to wit, the Virginia Street Bus Rapid Transit Extension Project.
4. That the property interests described herein are necessary to such public use.

Based on the aforementioned findings of fact, the RTC does hereby direct:

1. That RTC's legal counsel initiate, if needed, eminent domain proceedings on behalf of the RTC in accordance with provisions of Chapters 37 and 277A of Nevada Revised Statutes to acquire the property interests described in Exhibit "A" and depicted on Exhibit "B".

2. That said legal counsel shall commence and prosecute in the name of the RTC, eminent domain proceedings in the court having jurisdiction of the property interests described in Exhibit "A" and depicted on Exhibit "B."

3. That said legal counsel is authorized to pursue all actions deemed appropriate for the successful prosecution of this case, including but not limited to, an application to the court for an order permitting the RTC to take immediate possession of said property interests for the construction of the Project, upon complying with conditions imposed by law.

Upon motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, the foregoing Resolution was passed and adopted this 24th day of October 2019, by the following vote of the Regional Transportation Commission:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

Approved this 24th day of October 2019,



REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY, STATE OF NEVADA

BY \_\_\_\_\_  
BOB LUCEY, CHAIR

**STATE OF NEVADA**  
**COUNTY OF WASHOE**

The above-instrument was acknowledged before me this 24<sup>th</sup> day of October 2019, by Bob Lucey,  
Chair of the Regional Transportation Commission.

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

# EXHIBIT A

## EXHIBIT "A" LEGAL DESCRIPTION OF RIGHT-OF-WAY APN: 007-183-19

All that portion of land, situate within a portion of the South East 1/4 of Section 2, Township 19 North, Range 19 East, Mount Diablo Base and Meridian, City of Reno, County of Washoe, State of Nevada, described in deed, recorded in the official records of Washoe County Recorder's Office on December 07, 1994, as Document File # 1854970 and more particularly described as follows;

**Beginning** at a point of intersection with the southerly line of East 9th Street and the easterly line of North Virginia Street thence North 76°59'25" East 140.00 feet along the south line of East 9th Street to a point of intersection with the westerly line of a 20 foot wide alley;

Thence South 13°00'35" East 65.00 feet along the westerly line of said 20 foot wide alley;

Thence departing the westerly line of said 20 foot wide alley, South 76°59'25" West 140.00 feet to a point on the easterly line of North Virginia Street;

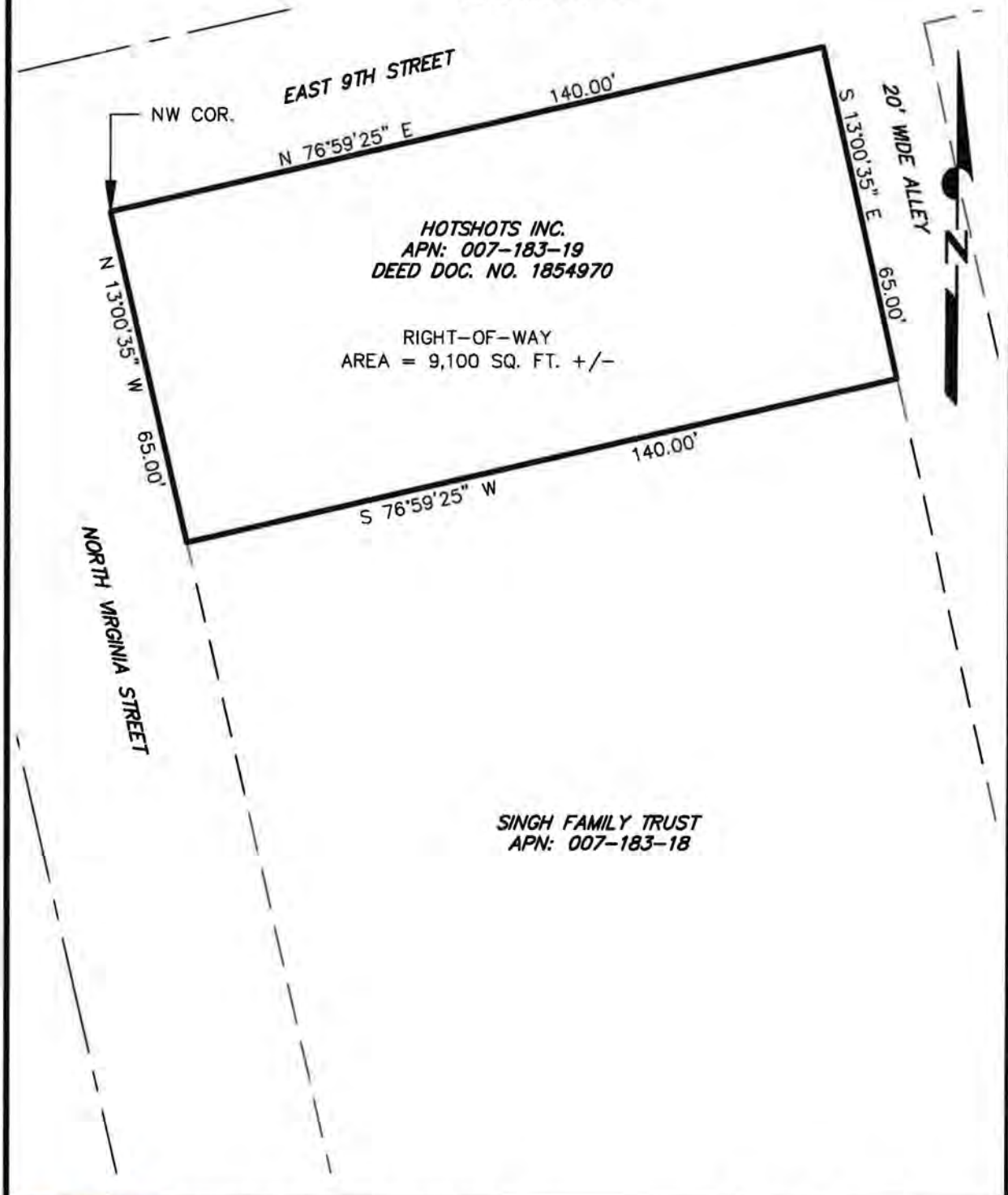
Thence North 13°00'35" West 65.00 feet along the easterly line of North Virginia Street to the **point of beginning**, containing 9,100 square feet, more or less.

**Basis of Bearings:** NAD 83(94) Nevada State Plane Coordinate System, West Zone (2703).

---

Grant R. Alexander, P.L.S. 19051  
Battle Born Ventures, LLC  
600 Gleeson Way  
Sparks, NV 89431

# EXHIBIT "B"



**BATTLE BORN VENTURES, LLC**  
 600 GLEESON WAY  
 SPARKS, NEVADA 89431  
 www.battlebornventures.com

PHONE (775) 813-4934  
 FAX (775) 359-4476

**Land Surveyors - Civil Engineers**

W.O. #:	2016_152
BY:	GRA
DATE:	09/10/2018
SCALE:	1" = 30'



# EXHIBIT B

**NCE**  
 1885 S. Arlington Ave, Suite 111  
 Reno, Nevada 89509  
 (775) 329-4955 • Fax (775) 329-5098

**CA Group, Inc**  
 CAVIOLA ANSON  
 1135 Terminal Way, Suite 106  
 Reno, Nevada 89502-2143  
 (775) 470-5770



5/30/19

## VIRGINIA STREET BUS RAPID TRANSIT EXTENSION PROJECT PHASE 2

CLIENT  
**RTC** REGIONAL TRANSPORTATION COMMISSION  
 1105 TERMINAL WAY,  
 SUITE 108 RENO, NV 89502  
 PHONE (775) 348-0171

NO.	DATE	DESCRIPTION
△	5/29/19	GMP TO IFC

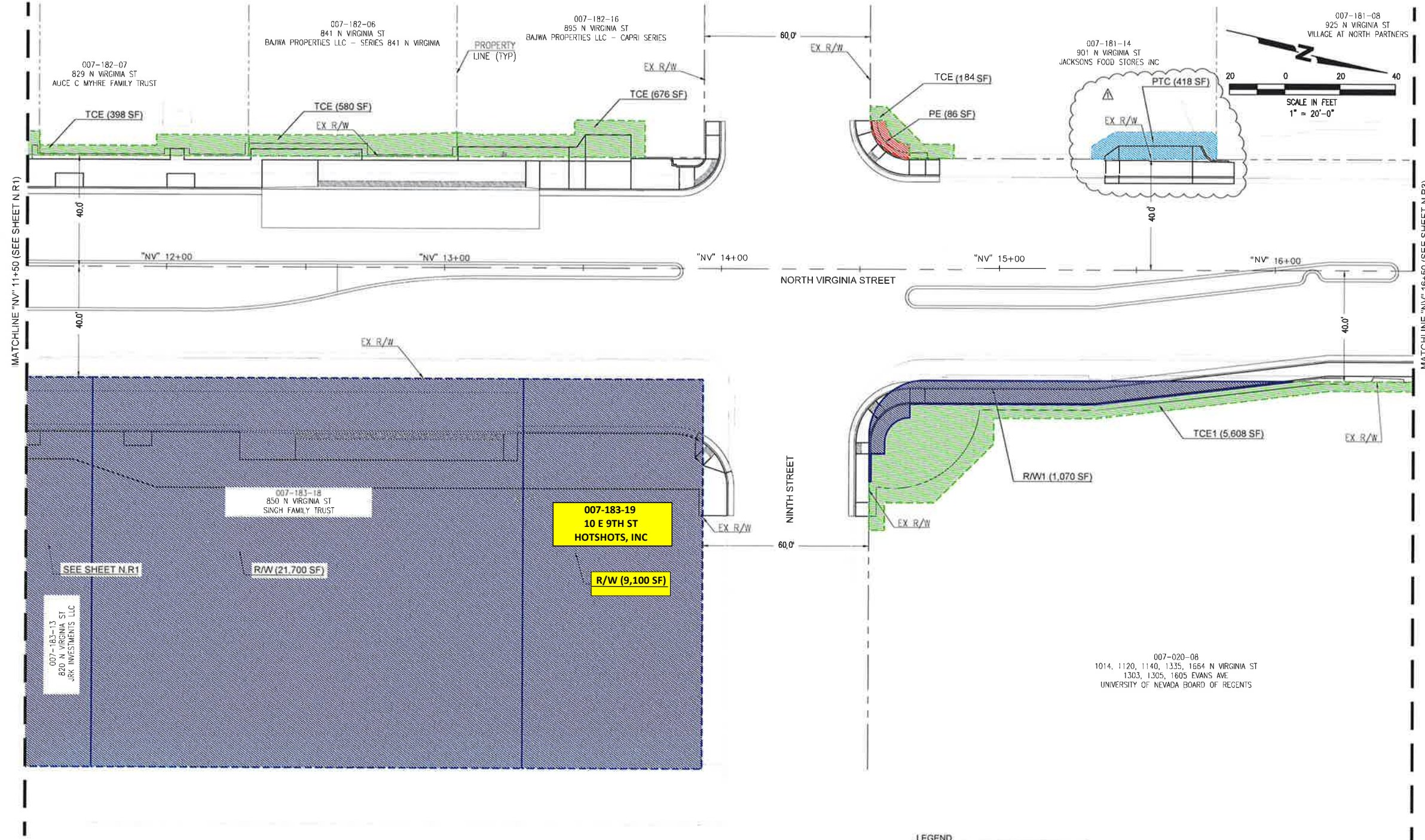
PROJECT NO:	CA2096
DESIGNED BY:	JRC
DRAWN BY:	JRC
CHECKED BY:	CDA
DATE:	01/23/19
	05/31/19

This drawing is the property of NCE, including all patented and patentable features, and/or confidential information and its use is conditioned upon the user's agreement not to reproduce the drawing, in whole or part, nor the material described therein, nor the use of the drawing for any purpose other than specifically permitted in writing by NCE.

SHEET TITLE

RIGHT OF WAY  
 "NV" 11+50 TO "NV" 16+50

DRAWING  
**N.R.2**  
 SHEET 216 OF 332



LEGEND

	PERMANENT EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT
	PERMISSION TO CONSTRUCT
	RIGHT-OF-WAY ACQUISITION

**ISSUED FOR CONSTRUCTION**  
 DATE: 5-31-19



File: C:\Users\jrc@ncc\Documents\Projects\2019\19-05\19-05-01\19-05-01-01\19-05-01-01.dwg | Plot: 19-05-01-01-01.dwg | Plot Date: 5/30/19 10:28:11 AM | Plot Scale: 1"=20'-0" | Plot Size: 11.00 x 17.00 (inches)





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 4.1**

**TO:** Regional Transportation Commission

**FROM:** Lee G. Gibson, AICP  
Executive Director

A handwritten signature in blue ink, appearing to read "Lee G. Gibson", is written over the printed name and title in the "FROM:" field.

**SUBJECT:** Director's Report

Monthly verbal update/messages from RTC Executive Director Lee G. Gibson – *no action will be taken on this item.*



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 4.2**

**TO:** Regional Transportation Commission

**FROM:** Lee G. Gibson, AICP  
Executive Director

A handwritten signature in blue ink, appearing to be "Lee G. Gibson", is written over the printed name and title in the "FROM:" field.

**SUBJECT:** Federal Report

Monthly update/messages from RTC Executive Director Lee G. Gibson – *no action will be taken on this item.*

**Federal Update for RTC of Washoe County**  
**Prepared by Cardinal Infrastructure and Thompson Coburn**  
**October 24, 2019 Board Meeting**

**Appropriations**

The House passed its Fiscal Year (FY) 2020 Transportation-HUD Appropriations bill as part of a larger consolidated appropriations package in June. In August, the Senate and Administration came to an agreement on federal government wide funding levels for FYs 20 and 21 which resulted in the House having overspent by \$15 billion on non-defense spending across its FY 20 spending bills. The Senate Appropriations Committee subsequently approved their version of the FY 20 Transportation-HUD spending bill on September 19th. In the absence of enacted appropriations measures, Congress has passed a continuing resolution funding the government through November 21st which the President has signed. The Senate voted 82-15 in favor of the stopgap measure after the House passed the same measure 301-123.

**Capital Investment Grant Program**

When the Senate Appropriations Committee reported out its Transportation-HUD appropriations bill, it showed reduced funding for Small Starts by \$449 million and reduced the Core Capacity program by \$335 million. Meanwhile, the House Appropriations Committee provided the fully authorized funding levels for the Capital Investment Grant (CIG) Small Starts program in its Transportation-HUD appropriations bill which passed in the House. APTA has encouraged its members to contact Senators and advocate for increased CIG funding.

**Transit-Oriented Development**

The Federal Transit Administration announced a notice of funding opportunity (NOFO) of \$19.19 million for Fiscal Year (FY) 2019 Pilot Program for Transit-Oriented Development Planning. FTA anticipates grant awards from \$250,000 to a maximum of \$2,000,000, providing funding "to integrate land use and transportation planning in new fixed guideway and core capacity transit project corridors." FTA will hold a webinar to discuss the grant program on October 30<sup>th</sup>.

**Automated Vehicles**

Secretary Chao announced awards for the U.S. Department of Transportation's (U.S. DOT) Automated Driving Systems (ADS) Demonstration grant program. U.S. DOT awarded a total of \$60 million for 8 proposed projects in 7 states. One recipient, Contra Costa Transit Authority, was awarded \$7.5 million to demonstrate shared on-demand and wheelchair accessible ADS vehicles focusing on ADS services for mobility challenged riders. No awards were given for bus transit project proposals, although multiple applications were submitted for automated bus transit demonstrations.

RTC formed a partnership with the University of Nevada – Reno, Proterra, EasyMile, and the City of Reno to establish a testbed for automated and connected vehicles. The project would have been the first living lab that maps complete traffic trajectories with roadside sensors and serve multimodal connected road users, including a Level-4 autonomous, 40-foot battery electric Proterra bus and two autonomous sedans.

**FHWA Final Rule**

The Federal Highway Administration issued a final rule on "Construction and Maintenance—Promoting Innovation in Use of Patented and Proprietary Products," which will rescind patented and proprietary materials requirements at 23 C.F.R. §§ 635.411(a)-(e), that have effectively denied state departments of transportation more advanced and less expensive technology. According to the final rule, "As a result, [State DOTs] will no longer be required to provide certifications, make public interest findings, or develop research or experimental work plans to use patented or proprietary products in Federal-aid projects."



## **Project Management Oversight**

A notice of proposed rulemaking and request for comment on Project Management Oversight was published by FTA in the Federal Register. Comments must be received by October 25, 2019. The proposed rulemaking would:

- Change applicability of the regulation by shifting the definition of a “major capital project” from one based on the type of project or total project cost to one based on both the amount of Federal financial assistance and the total project cost.
- Raise the total project cost threshold to \$300 million or more and require that the project receive \$100 million or more in Federal investment to be subject to project management oversight (in effect exempting small starts projects under these thresholds from project management oversight).
- Limit project management oversight to quarterly reviews (which currently occur monthly), absent a finding by FTA that a recipient requires more frequent oversight.
- Permit FTA to deem a project that does not meet the dollar-amount thresholds for the level of Federal investment and total project cost as a “major capital project” under certain circumstances (thus capturing them under the project management oversight requirement).
- Add three additional minimum elements to the Project Management Plan: periodic updates of the plan, the recipient’s commitment to submit a quarterly project budget and schedule, and safety and security management.
- Add the management of risks, contingencies, and insurance as an element of the Project Management Plan.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 4.3**

**TO:** Regional Transportation Commission

**FROM:** Kristina Swallow, Director NDOT

**SUBJECT: Nevada Department of Transportation**

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



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 5.1**

**TO:** Regional Transportation Commission

**FROM:** Mark Maloney  
Director of Public Transportation  
and Operations



for Lee G. Gibson, AICP  
Executive Director

**SUBJECT: RTC RIDE Service Expansion Discussion**

**RECOMMENDATION**

Acknowledge receipt of the report on RTC RIDE Service Expansion Discussions; direct Staff accordingly.

**SUMMARY**

The Truckee Meadows is experiencing strong economic growth driven by the recent influx of new technology and other types of businesses to the region. This influx of jobs has increased the demand for housing, services and other support businesses (retail, automotive, health, and other related businesses). Areas of the Truckee Meadows are growing rapidly, such as Spanish Springs, Stead/Cold Springs (North Valleys) and South Reno. This population growth increases demand for additional transportation products like streets, sidewalks, bikeways, and public transportation.

At the RTC Board meeting on June 20, 2019, Commissioners Hartung and Smith pointed out the economic growth and need for more public transit services. They further requested that staff review adding public transit services to other areas of Truckee Meadows, specifically Spanish Springs. The purpose of this report is to provide additional information on this request, as well as identify various other requests for service throughout the region. This analysis includes the requirements for effective and efficient public transit service and the costs to serve these areas, as well as the return on investment.

The following table summarizes new service alternatives detailed in the “Additional Background” section of this report. The table shows the alternate number, brief description, the proposed headway, one-way or bi-directional (two-way) loop, operating cost, capital cost, ADA service (RTC ACCESS) cost, total cost, population, and demographics as percentages of population for elderly, youth, and zero vehicle (no car).



Alternative:	Short Description:	Headway:	One/Two Way Loop:	Cost				Percentage of Population			
				Operating:	Capital:	ADA Service: (RTC ACCESS)	Total:	Population:	Elderly:	Youth:	No Car:
Alternate 1	Proposed - Sparks to Spanish Springs Fixed-Route	60-min	One	\$ 300,000	\$ 850,000	\$ 86,000	\$ 1,236,000	10,902	13.90%	22.00%	3.10%
		60-min	Two	\$ 600,000	\$ 1,700,000	\$ 86,000	\$ 2,386,000				
		30-min	One	\$ 600,000	\$ 1,700,000	\$ 86,000	\$ 2,386,000				
		30-Min	Two	\$ 1,200,000	\$ 3,400,000	\$ 86,000	\$ 4,686,000				
Alternate 2	Concentrated - Spanish Springs Fixed-Route	60-Min	One	\$ 542,000	\$ 1,700,000	\$ 156,000	\$ 2,398,000	8,188	12.90%	23.40%	1.80%
		60-Min	Two	\$ 1,084,000	\$ 3,400,000	\$ 156,000	\$ 4,640,000				
		30-Min	One	\$ 1,084,000	\$ 3,400,000	\$ 156,000	\$ 4,640,000				
		30-Min	Two	\$ 2,168,000	\$ 6,800,000	\$ 156,000	\$ 9,124,000				
		Headway:	No. of Veh.	Operating:	Capital:	ADA Service: (RTC ACCESS)	Total:				
Alternate 3	Microtransit	Demand	2 - Vehicles	\$ 507,000	\$ 280,000	\$ -	\$ 787,000	8,188	12.90%	23.40%	1.80%
		Demand	3 - Vehicles	\$ 760,500	\$ 420,000	\$ -	\$ 1,180,500				
		Demand	4 - Vehicles	\$ 1,014,000	\$ 560,000	\$ -	\$ 1,574,000				

**FISCAL IMPACT**

Fiscal impact is at the discretion of the Board based on direction to staff.

**PREVIOUS ACTIONS BY BOARD**

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

**ADDITIONAL BACKGROUND**

Population expansion typically begs the question “why isn’t there public transit service in outlying areas like Spanish Springs?” There are several reasons why expansion of public transit service has not occurred in the outlying communities of Truckee Meadows, such as Spanish Springs. Following are some of the reasons:

- Funding is limited;
- Distance from other existing transit service, which increases cost;
- Low Density development;
- Area demographics (minority, poverty, no cars, etc.);
- Street network that lacks connectivity and is more challenging to serve with fixed-route; and
- Availability of equipment (i.e. buses) to supply the proposed service.

There is also the added cost to provide the federally required Americans with Disabilities Act (ADA) complementary paratransit service (RTC ACCESS) to any expansion service within ¼ mile of that service. Based on the adopted FY 2020 budget, the cost to operate the RTC ACCESS service is 28.65% of the RTC RIDE fixed-route service cost.

For additional information regarding these factors, see Attachment 1.



**Transit Service Alternatives**

**Alternate 1 – Fixed-route Bus Loop Route:**

The Proposed Route and specified line-of-route (as suggested by Commissioner Hartung):

*Baring Blvd. - Down Sparks Blvd. - East on Disc Drive - North on Vista (past the DaVita) - West on Los Altos - Down to Galleria Pkwy. - Turn South again on Galleria - East again on Disc Drive - Back to Sparks Blvd - Back to Baring Blvd.*

This route considers a one-way loop. One-way loops are undesirable for passengers because they increase passenger wait times and increase pedestrian travel distances to return to their origin.

Following are the operating assumptions for the Alternate 1 service:

- 6 am to 7 pm Weekdays,  
8 am to 7 pm Saturday, and  
8 am to 7 pm Sunday;
- 60-minute Headways every day;
- Requires 1-vehicle (valued at \$850,000) for 60-minute headway.

The table below outlines the cost for a 60-minute headway service, as well as other options to enhance the service to make it more desirable to the passenger:

<b>Alternate 1:</b>	<b>60-Minute Headway One Bus Required One, One-Way Loop</b>	<b>60-Minute Headway Two Buses Required Bi-Directional Loops</b>	<b>30-Minute Headway Two Buses Required One, One-Way Loop</b>	<b>30-Minute Headway Four buses Required Bi-Directional Loops</b>
<b>Estimate Operating Cost:</b>	\$ 300,000	\$ 600,000	\$ 600,000	\$ 1,200,000
<b>Required ACCESS Service Cost:</b>	\$ 86,000	\$ 86,000	\$ 86,000	\$ 86,000
<b>Total Operational Service Cost:</b>	\$ 386,000	\$ 686,000	\$ 686,000	\$ 1,286,000
<b>Bus requirement is one:</b>	\$ 850,000	\$ 1,700,000	\$ 1,700,000	\$ 3,400,000
<b>Gross Overall Cost:</b>	\$ 1,236,000	\$ 2,386,000	\$ 2,386,000	\$ 4,686,000

Based on the demographics noted above for those having a propensity to use public transit service, population is about 10,902, 13.9% are elderly, 22.0% are youth, and 3.1% are zero vehicle households based on a one-quarter mile distance from the transit line. The Federal Transit Administration (FTA) uses the one-quarter mile distance as the catchment area for comparing changes in service for those classified as disadvantaged under Title VI requirements.

By comparison, the demographics for Route 19 (a similar route length to Alternate 1), include population equal to 12,822, 12.7% elderly, 19.3% youth, and 27.3% with no vehicles.

Route 19 carries 166 passengers on a typical weekday which equates to a productivity (passengers per revenue hour) of 20.48. The key demographic is the ‘No Vehicle’ percentage that is nearly 9 times that of Alternate 1. Based on this data and comparison to other routes, the estimated productivity is between 8 and 12. The ‘cost per passenger’ for Route 19 is approximately \$5.44 on an average weekday, where Alternate 1 would be approximately \$10.50 - more than double. For a more detailed report, please see Attachment 2-“New Route Analysis.”

**Alternate 2:**

**Spanish Springs Concentrated Route:**

In an effort to supply some level of fixed-route service to the Spanish Springs area a shorter route could be considered to serve some of the multi-family, higher density projects and connect with the areas of retail and service. The Alternate 2 route could serve the following: Walmart, Galleria Parkway, Vineyards at Galleria, Verona Apartments, Caviata at Kiley Ranch, Waterstone at Kiley Ranch, and The Trails at Pioneer Meadows; all of which are major points of interest in Spanish Springs.

The proposed route may follow these streets:

- Pyramid Highway from Los Altos Parkway to
- Kiley Parkway to
- Sparks Boulevard to
- Henry Orr Parkway to
- Vista Del Rancho Parkway to
- Vista Boulevard to Wingfield Hills Road
- Rolling Meadows Drive to
- The roundabout at The Trails at Pioneer Meadows to
- Rolling Meadows Drive to
- Wingfield Hills Road to
- Vista Boulevard to
- Disc Drive to
- Galleria Parkway to
- Los Altos Parkway to
- Pyramid Highway (south) into the Kohl's/Walmart parking

To maintain a 60-minute headway, this route would require two buses for one direction of the loop.

<b>Alternate 2:</b>	<b>60-Minute Headway Two Buses Required One, One-Way Loop</b>	<b>60-Minute Headway Four Buses Required Bi-Directional Loops</b>	<b>30-Minute Headway Four Buses Required One, One-Way Loop</b>	<b>30-Minute Headway Eight buses Required Bi-Directional Loops</b>
<b>Estimate Operating Cost:</b>	\$ 542,000	\$ 1,084,000	\$ 1,084,000	\$ 2,168,000
<b>Required ACCESS Service Cost:</b>	\$ 156,000	\$ 156,000	\$ 156,000	\$ 156,000
<b>Total Operational Service Cost:</b>	\$ 698,000	\$ 1,240,000	\$ 1,240,000	\$ 2,324,000
<b>Bus requirement is one:</b>	\$ 1,700,000	\$ 3,400,000	\$ 3,400,000	\$ 6,800,000
<b>Gross Overall Cost:</b>	\$ 2,398,000	\$ 4,640,000	\$ 4,640,000	\$ 9,124,000

The demographics served for this particular route are 8,188 in population, 12.9% elderly, 23.4% youth, and 1.8% with no vehicles. Therefore, considering the demographic of 'no vehicles,' this is half of that percentage presented under Alternate 1. This would suggest the potential for productivity to be less than Alternate 1. Staff is estimating productivity between 6 and 8 passengers per hour.

The resulting cost per passenger would be between approximately \$13.50 and \$27.00, not including the cost of the buses.

**Alternate 3:**

**Spanish Springs Microtransit:**

This option proposes to serve the area noted in ‘Alternate 2’ with FlexRIDE. In this option, the proposed service area is very similar to that of the Sparks FlexRIDE service scheduled for implementation in November 2019. Since the FlexRIDE service utilizes ADA equipped vans and operates curb-to-curb service, FlexRIDE does not require a complementary ADA service expansion.

The following table outlines the cost for this alternative:

<b><u>Alternate 3:</u></b>	<b>On-Demand Service Two Vans Required Curb-to-Curb</b>	<b>On-Demand Service Third Van Required Curb-to-Curb</b>	<b>On-Demand Service Fourth Van Required Curb-to-Curb</b>
<b>Estimate Operating Cost:</b>	\$ 507,000	\$ 760,500	\$ 1,014,000
<b>Required ACCESS Service Cost:</b>	\$ -	\$ -	\$ -
<b>Total Operational Service Cost:</b>	\$ 507,000	\$ 760,500	\$ 1,014,000
<b>Bus requirement is one:</b>	\$ 280,000	\$ 420,000	\$ 560,000
<b>Gross Overall Cost:</b>	\$ 787,000	\$ 1,180,500	\$ 1,574,000

With the percentage of those with ‘no vehicles’ being half of what the Sparks FlexRIDE area is, without a formal analysis staff estimates for this area the ridership per day to be less than 100, about half of what is being estimated for the Sparks FlexRIDE service.

**Other Areas for Expansion Consideration:**

Following is a list of areas the RTC has received requests/comments for service expansion:

- Stead/Lemmon Valley – Rated “Medium” on the “Residential Transit Oriented Index” (RTOI) Map
- Red Rock/Cold Springs – Rated “Low” to “None” on the RTOI Map
- South Reno – Rated “Low” on the RTOI Map
- Somerset – Rated “Low” on the RTOI Map
- Mogul – Rated “Medium” on the RTOI Map
- Verdi – Rated “None” on the RTOI Map
- Washoe Valley – Rated “Low” to “None” on the RTOI Map

The RTC has also received many requests to expand existing service to later in the evening on weekdays and weekends, higher frequency service on the weekends and more cross-town routes to shorten travel times. These requests come from those working at casinos and warehouses within the current service area, as employee shifts tend to end/begin just after the RIDE service ends.



Another alternative is to consider enhancing service to some of the existing routes that RTC cut during the 2007 recession. Examples include:

- Route 5 – extending service further into Sun Valley pre-recession, Washoe County School Districts new middle school – Desert Skies;
- Route 7 – earlier and later service for warehouse workers, as well as serving other warehouse facilities recently constructed;
- Route 18 – provide service in current service ‘gap’ and increase span on weekends for those working the swing and graveyard shifts at the Sparks industrial parks;
- Route 3CL – earlier and later service to accommodate shift workers;
- Route 3CC – increase service to complement Route 3CL that would provide the full service bi-directional loop, which would enhance ridership on both services.

See Attachment 3 showing the performance metrics for the routes listed above and their associated demographics.

- Route 5 and Route 3CL rank in the top ten for ‘Productivity;’
- Route 7 and Route 18 rank in the middle for ‘Productivity; and
- Route 3CC ranks at the bottom for ‘Productivity.’

Route 5 serves a residential population that works at casinos and warehouses. Route 18 serves the Sparks industrial area and a mobile home park, which tends to have a higher percentage of ‘no vehicle’ population. Routes 3CL and 3CC serve a residential area in which many work in Reno and Sparks. The possible reason for the poor performance of Route 3CC is the fact that it does not complement Route 3CL by operating during the same span of day as Route 3CL to offer the full bi-directional looped route service. Route 7 serves the warehouses in Stead where there are many who ride Route 7 to work at these warehouses, as well as a large population of students going to Truckee Meadows Community College (TMCC) and the University of Nevada, Reno (UNR).

The following table provides the associated cost to improve the services noted in this discussion of local routes that would benefit from enhanced service.

<b>Route:</b>	<b>Description:</b>	<b>Operational Cost</b>	<b>Additional Bus Req'd</b>	<b>Expected Performance Change</b>
Route 5:	Extend service to Desert Skies and return portion of route cut during 2007 recession.	\$ 300,000	Yes	Maintain or increase current high productivity
Route 7:	Increase Span of Service	\$ 100,000	No	Maintain or increase current medium productivity
Route 18:	Increase Span of Service and fill in service 'gap'	\$ 115,000	No	Maintain or increase current high productivity
Route 3CL:	Increase Span of Service	\$ 98,000	No	Maintain or increase current medium productivity
Route 3CC:	Increase Span of Service and follow Span of Route 3CL to provide full bi-directional service:	\$ 685,000	No	Maintain or increase current low productivity

**ADVISORY COMMITTEE(S) RECOMMENDATION**

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

Attachments

## ATTACHMENT 1

### Funding:

The recession of FY2007 greatly affected the public transit budget - some routes were reduced, some routes were cut, and service was pulled back to accommodate the available funding. Since that time, sales tax revenue has increased allowing RTC for the past several years to maintain the existing level-of-service. However, with the improved economy there have been some challenges to the operation of public transportation. One of the challenges has been driver/operator retention and hiring. As previously reported, driver/operator wages were not keeping pace with the prevailing wages in the community. Therefore, RTC had to work with the operations contractor to improve the wages for the drivers/operators. The result has been an increase in the operating costs of public transportation. Farebox recovery from passengers is at 23% while RTC funds about 77% of the operating costs through sales tax revenue.

A new operations contract and contractor have been in place since July 1, 2019. The new contracted resulted in an annual increase of about 28% to the operating budget over last year (in large part due to higher wages for bus operators).

### Distance from Existing Public Transit Service:

A big challenge to transit planning and transit service delivery is urban sprawl. Urban sprawl is the residential growth outside the urban core. Urban sprawl puts new residential, multi-use, commercial, and industrial properties further away from existing services, including public transit services. This inherently drives the cost of public transit service up because any new service needs to connect to the existing public transit service. Yes, for some areas it is possible to create local service; however, and inevitably the request comes to connect the outlying service with the existing urban core service. Additionally, for some of the outlying areas there are 'gaps' in which public transit service would be inefficient and unproductive. These 'gaps' in service are due to long segments in which there would be no boardings or alightings.

### Density:

The most effective public transit services in the world typically have one common theme: they serve dense populations. Density is the number of people per an area - when this value is high, the effectiveness and efficiency of public transit service is high. Examples include New York City, Chicago, Los Angeles, and other similarly sized cities. Density is created by projects that cause people to live in close proximity to one another, like housing divisions that have little land between them, multi-family facilities like apartments or condos, and high-rise residential projects.

For areas with spacious land housing projects, density is reduced. The more density is reduced, typically, the more inefficient and ineffective public transit service becomes. Public Transportation and Operations planning staff uses a tool known as the "Residential Transit Oriented Index" or RTOI for short, to help understand what areas in this community would tend to have an efficient and effective public transit service. One of the elements in this 'Index' is density, amongst four other demographics (population, elderly, youth, and zero vehicle). Please refer to the "Residential Transit Oriented Index" document below for more details.

### Area demographics (minority, poverty, no cars, etc.):

The demographics of an area provide insight into how well a public transit service is utilized by the community. The demographics that have a propensity for using public transit services are:

- Population (part of the 'Density' discussion above);
- Zero Vehicle Households
- Elderly Population (65 years and older)
- Youth Population (under 18 years)
- Residential Density (Population per square mile)

As previously noted, 'Density' is a large component of public transit service use and is tied to population, and represented as the number of people per square mile. The next component is the 'Zero Vehicle Household' population followed by the 'Elderly Population.' The elderly are less likely to drive and in some cases cannot afford to drive at all. Next is the 'Youth Population,' a unique demographic in which many rely on other means of transportation. Those able to drive are not compelled to drive or choose not to own an automobile for various reasons. For the remainder, they must rely on other means, including public transit. To ensure an effective and efficient public transit service, you must consider all of these contributing factors.

### Street Network:

Urban planning tends to deter public transit ridership. Communities like Spanish Springs were and are designed to be esthetically pleasing. However, the features making these communities esthetically pleasing are the same features preventing public transit ridership. Below is a brief list of features preventing public transit ridership:

- Circuitous street networks;
- Meandering sidewalks;
- Sound walls; and
- Gated communities;

Public transit passengers prefer straighter lines of travel; therefore, the circuitous street networks make for longer ride times and meandering sidewalks tend to increase the distance a pedestrian must travel. Furthermore, if those sidewalks follow the circuitous street network, the pedestrian is subject to a longer walk and forces public transit to stay on the main arterials. Sound walls and gated communities further impede a pedestrian's walk and cause a pedestrian to walk significantly more to obtain a path leading outside the neighborhood to the main arterial to access the nearest transit line. Combining these factors tends to lead to poor public transit access and; therefore, poor transit ridership.

### Availability of Buses to supply any proposed service:

Currently, the RTC RIDE fleet is adequately sized to operate all current routes and service. Service expansion will require additional buses to provide the new service. Service expansion can be as simple as adding additional route length to an existing route or implementing an entirely new service. Under either circumstance, additional buses are required. Each new bus costs approximately \$850,000 and takes roughly 18 months from start of order to delivery. Therefore, if a service expansion requires two buses the resulting cost could be approximately \$1.7 million with a later 2021 vehicle delivery.



**Residential Transit Oriented Index**  
(From the 2018 – 2022 Short Range Transit Plan (SRTP))

The RTOI compares census block groups within a given geographic area to one another with respect to five key demographics related to propensity to use transit. The data source for all variables is the 2014 American Community Survey five-year data:

- Population in poverty, as measured by the Census Bureau
- Zero vehicle households
- Elderly population (age 65 and over)
- Youthful population (under age 18)
- Residential density (population per square mile)

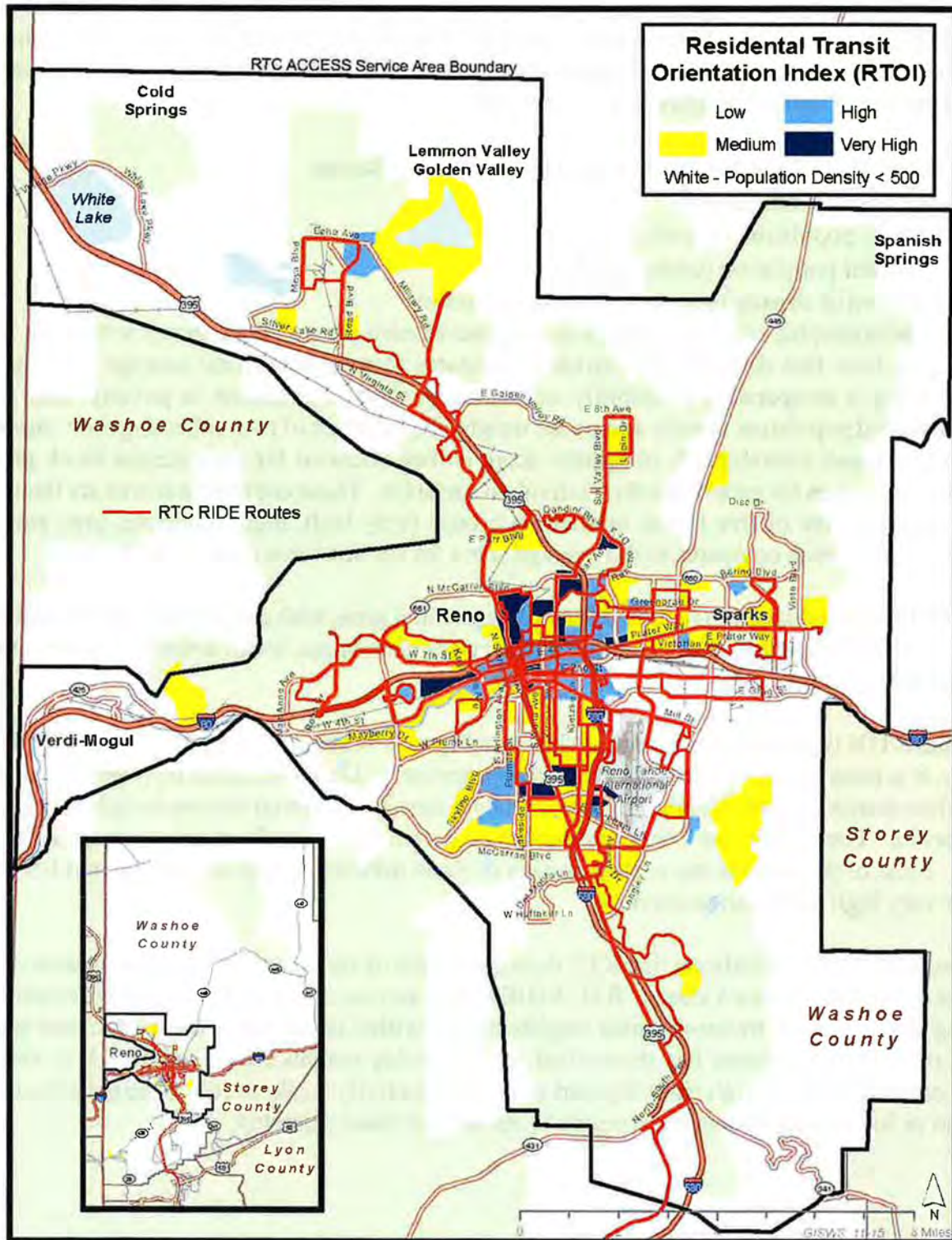
For each demographic variable, a score is assigned to each census block group within the County based upon how that demographic variable compares to the countywide average. The score is derived using a comparative probability estimation method. Population in poverty, zero vehicle household, and population density scores are weighted by a factor of two, reflecting their importance in terms of transit ridership. A composite score is then obtained for each census block group by summing the scores for each of the five individual variables. These composite scores are then ranked and assigned to one of five transit orientation groups (very high, high, moderate, low, and other) based upon how each compares to the average score for the service area as a whole.

The RTOI provides an effective tool to identify residential areas with a high propensity to use transit. When used in conjunction with operating and service-related data, it can assist in evaluating unmet needs within the study area.

When the RTOI is presented as a map, as shown in Figure 1 below, including RTC routes for Washoe County, it is clear that RTC serves the region appropriately. Dark blue areas represent a ‘very-high’ orientation toward transit. Neighborhoods with high transit orientation (shown in light blue) are also well served. These areas are either adjacent to or within a short walk of one or more RTC RIDE routes. Most of the areas in the central portion of Reno between Keystone Avenue and I-580 show high or very high transit orientation.

The results of the RTOI indicate that RTC does a good job of serving all of the highly transit oriented areas in Reno and Washoe County. RTC RIDE transit service is available directly or within a short walking distance in all transit-oriented neighborhoods within its service area. Experience with this tool at other transit systems has shown that routes serving neighborhoods with high or very high transit orientation have high ridership and strong productivity while routes in neighborhoods with medium or low transit orientation struggle to attract and retain ridership.

**Figure 4.1**  
**Washoe County Residential Transit Orientation Index**



# **Attachment 2**

## **New Route Analysis**

### **Northern Sparks/Spanish Springs**

June 26, 2019

Prepared by: Michael Dulude, Transit Planner / Scheduler

## **Purpose:**

This analysis was prepared based on RTC Board member items from the June 20, 2019 Board meeting. In which both Commissioner Smith and Commissioner Hartung requested staff to look into supplying public transit service to other areas and specifically called out Spanish Springs. Additionally, Commissioner Hartung called out a specific line-of-route from Sparks Boulevard and Baring Drive to Vista Drive, Los Altos Parkway, and Galleria Drive via Disc Drive.

## **Background:**

Over the years the northern Sparks area, otherwise known as Spanish Springs has grown immensely and recently has grown even more as the Tahoe-Reno Industrial Center continues to expand. With that expansion comes the question as to “why isn’t there public transit service in Spanish Springs?” There are several different reasons why expansion of public transit service has not occurred to the Spanish Springs community as well as to other communities in the Truckee Meadows. These are some of the reasons:

- Funding is first and foremost;
- Distance from other existing transit service, which increases cost;
- Density;
- Area demographics (Minority, Poverty, No Cars, etc.);
- Urban planning (street network, community layout); and
- Availability of equipment to supply any proposed service.

There is of course the added cost to provide the Americans with Disabilities Act (ADA) complementary paratransit service (RTC ACCESS) to the area. Generally, based on the adopted FY 2020 budget, there is an add-on of 28.65% to any new fixed route service to account for the cost to operate RTC ACCESS for the same area.



The recession of FY 2007 affected the public transit budget greatly some routes were reduced, some routes were cut, and service was pulled back to accommodate the available funding. Since that time the sales tax revenue has increased and the RTC has been able to maintain the level-of-service for several years. However, with the improved economy there have been some pitfalls to the operations of public transportation. One of the pitfalls has been driver/operator retention and hiring. As was previously noted to the Board the current driver/operator wages were not keeping pace with the prevailing wages in the community. Therefore, the RTC had to work with the operations contractor to improve the wages to the drivers/operators. The result has been an increase in operating costs of public transportation.

Furthermore, a new operations contract and contractor has been put into place as of July 1, 2019. The result of this event (mostly due to the higher staff wages) is an annual increase of about 28% to the operating budget over last year.

This is just a brief overview of what has stood in the way of expanding service to other areas in the Truckee Meadows.

**The Proposed Route (as indicated by Commissioner Hartung):**

Per Commission Hartung's proposed route, he indicated this specific line-of-route:

*"Baring Blvd. - Down Sparks Blvd. - East on Disc Drive - North on Vista (past the DaVita) - West on Los Altos - Down to Galleria Pkwy. - Turn South again on Galleria - East again on Disc Drive - Back to Sparks Blvd - Back to Baring Blvd."*

Following are operating assumptions:

- 6 am to 7 pm Weekdays,  
8 am to 7 pm Saturday, and  
8 am to 7 pm Sunday;
- 60-minute Headways every day;
- Requires 1-vehicle (valued at \$800,000) for 60-minute headway.

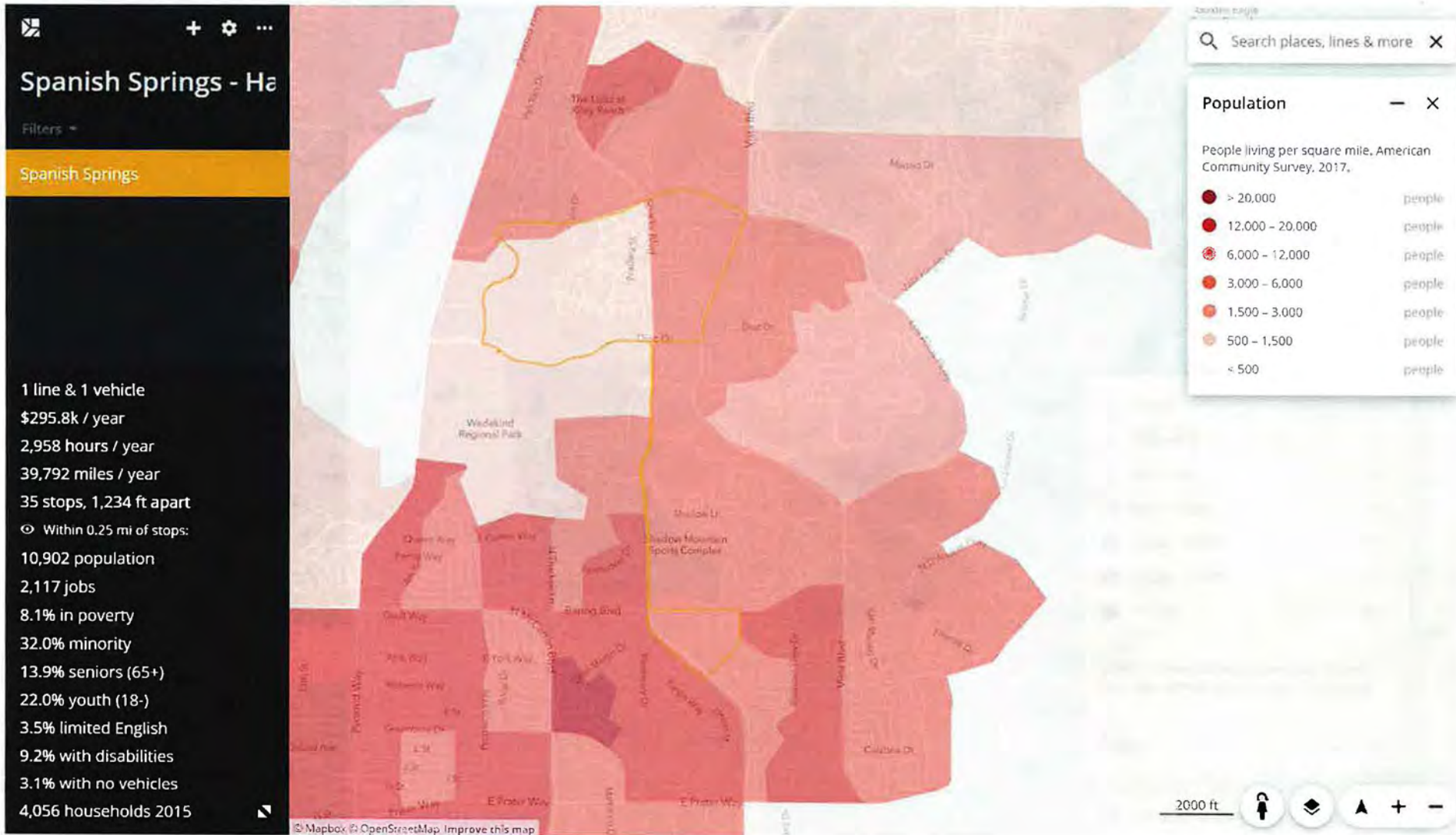
Based on these operating parameters the estimated annual cost for the fixed-route bus service would be approximately \$300,000 (60-minute Headways). Please note if 30-minute headway service is desired, the operating cost will double and there will be a need for one more bus. Add the one-way loop discussion and costing here additionally based on the ancillary cost of RTC ACCESS, there will be an add-on of about \$86,000 (28.65% of \$300,000) annually for RTC ACCESS.

Below is a map of the proposed route with route statistics regarding operations and associated demographics:



- 8.14 miles
- 1 vehicle – Bus
- \$295.8k / year
- 2,958 hours / year
- 39,792 miles / year
- 35 stops, 1,234 ft apart
- 📍 Within 0.25 mi of stops:
  - 10,902 population
  - 2,117 jobs
  - 8.1% in poverty
  - 32.0% minority
  - 13.9% seniors (65+)
  - 22.0% youth (18-)
  - 3.5% limited English
  - 9.2% with disabilities
  - 3.1% with no vehicles
  - 4,056 households 2015

Following are maps of the demographics noted in the table above:





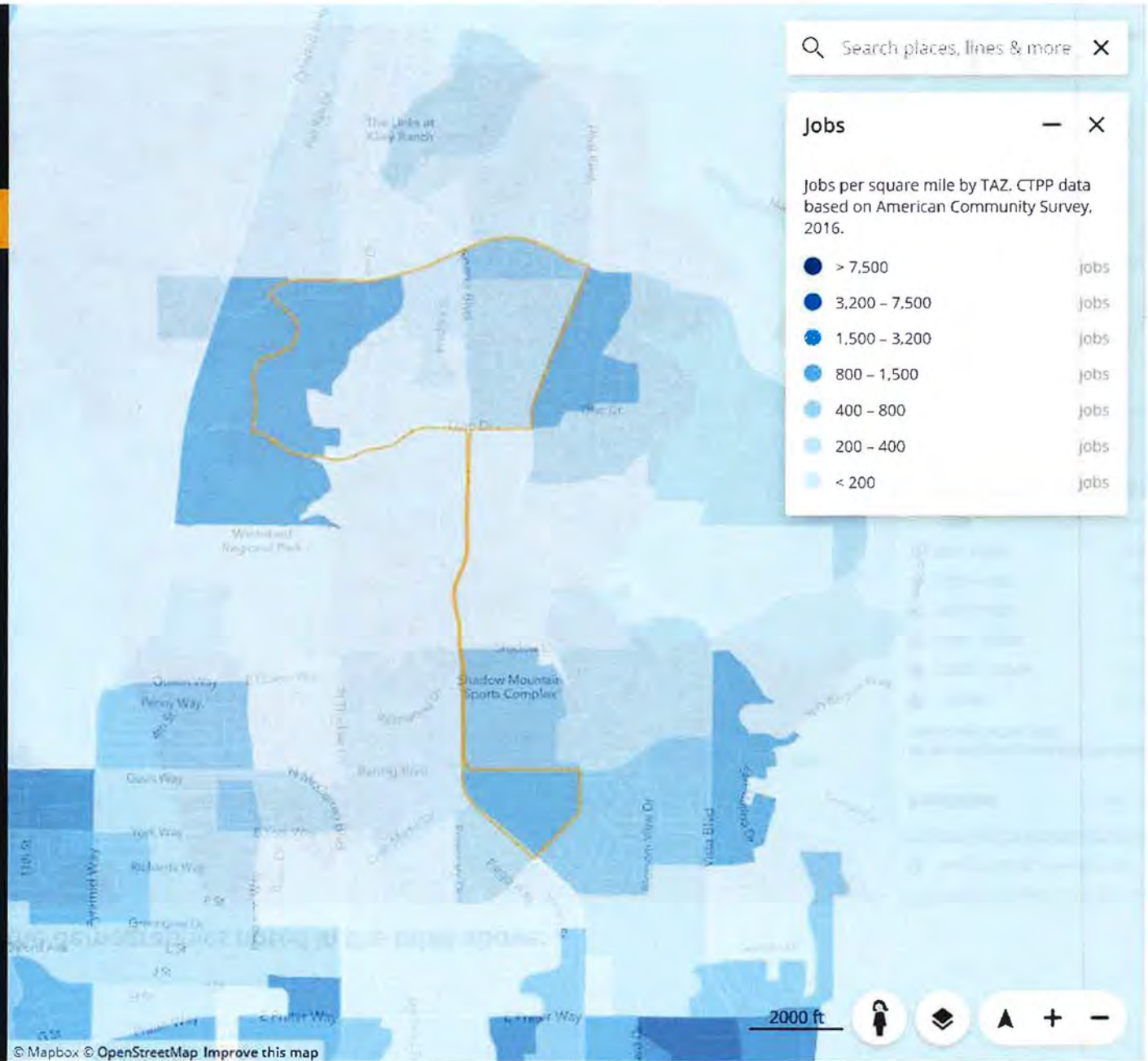


# Spanish Springs - Ha

Filters ▾

## Spanish Springs

1 line & 1 vehicle  
 \$295.8k / year  
 2,958 hours / year  
 39,792 miles / year  
 35 stops, 1,234 ft apart  
 Within 0.25 mi of stops:  
 10,902 population  
 2,117 jobs  
 8.1% in poverty  
 32.0% minority  
 13.9% seniors (65+)  
 22.0% youth (18-)  
 3.5% limited English  
 9.2% with disabilities  
 3.1% with no vehicles  
 4,056 households 2015





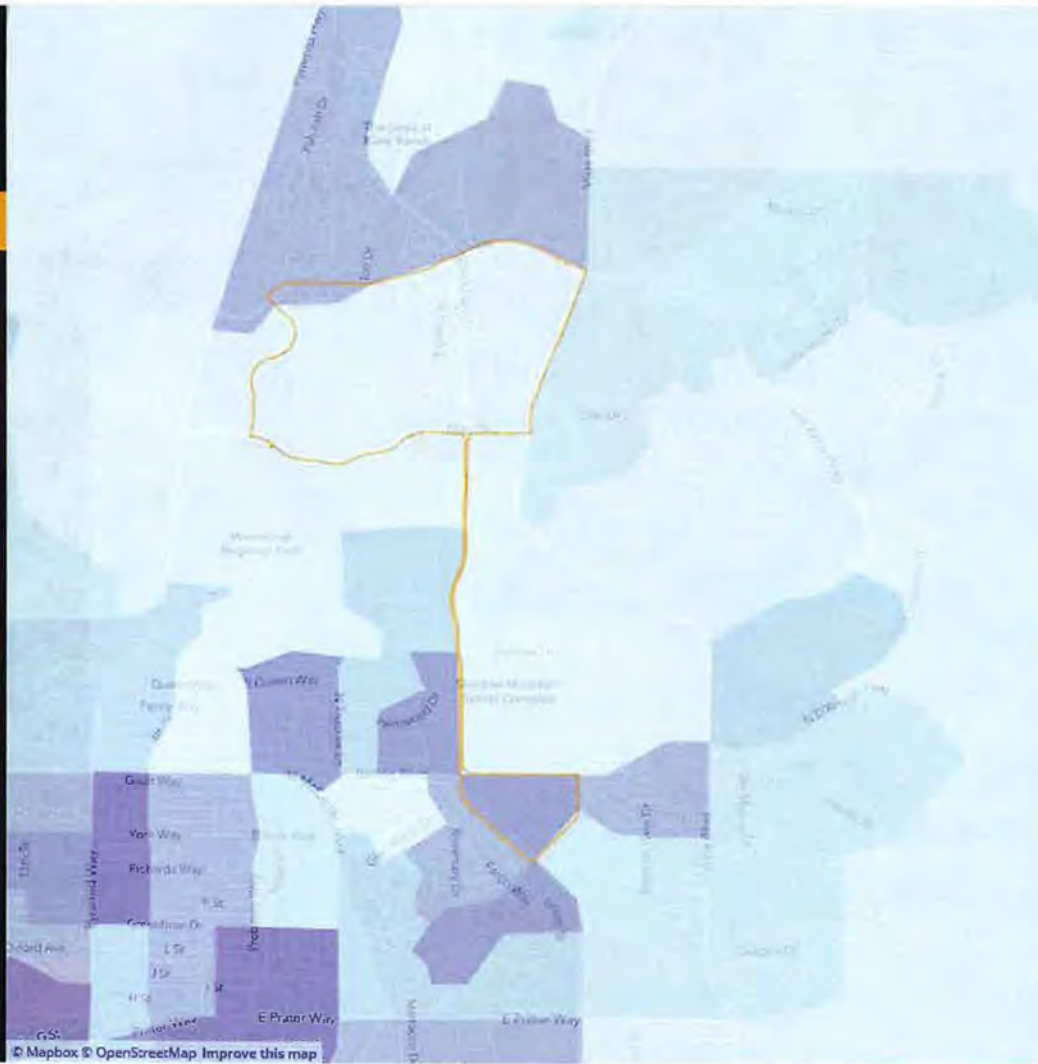


# Spanish Springs - Ha

Filters

Spanish Springs

1 line & 1 vehicle  
 \$295.8k / year  
 2,958 hours / year  
 39,792 miles / year  
 35 stops, 1,234 ft apart  
 Within 0.25 mi of stops:  
 10,902 population  
 2,117 jobs  
 8.1% in poverty  
 32.0% minority  
 13.9% seniors (65+)  
 22.0% youth (18-)  
 3.5% limited English  
 9.2% with disabilities  
 3.1% with no vehicles  
 4,056 households 2015



Search places, lines & more

## Poverty

People per square mile falling below the nation-wide poverty level, American Community Survey, 2017.

- > 5,000 people
- 2,000 - 5,000 people
- 1,000 - 2,000 people
- 500 - 1,000 people
- 250 - 500 people
- 100 - 250 people
- < 100 people

2000 ft

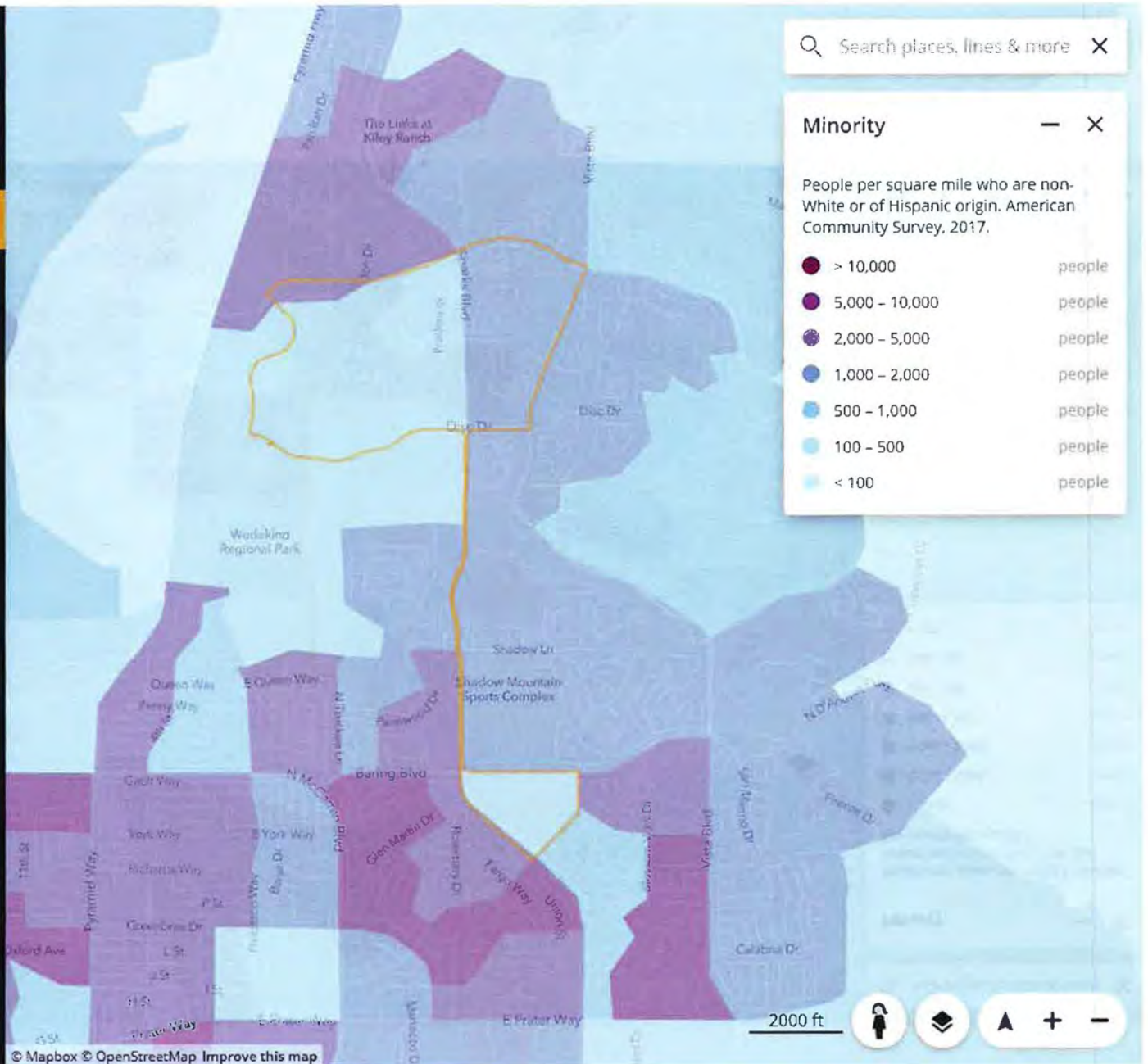


# Spanish Springs - Ha

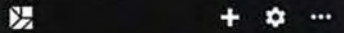
Filters ▾

Spanish Springs

- 1 line & 1 vehicle
- \$295.8k / year
- 2,958 hours / year
- 39,792 miles / year
- 35 stops, 1,234 ft apart
- 📍 Within 0.25 mi of stops:
- 10,902 population
- 2,117 jobs
- 8.1% in poverty
- 32.0% minority
- 13.9% seniors (65+)
- 22.0% youth (18-)
- 3.5% limited English
- 9.2% with disabilities
- 3.1% with no vehicles
- 4,056 households 2015





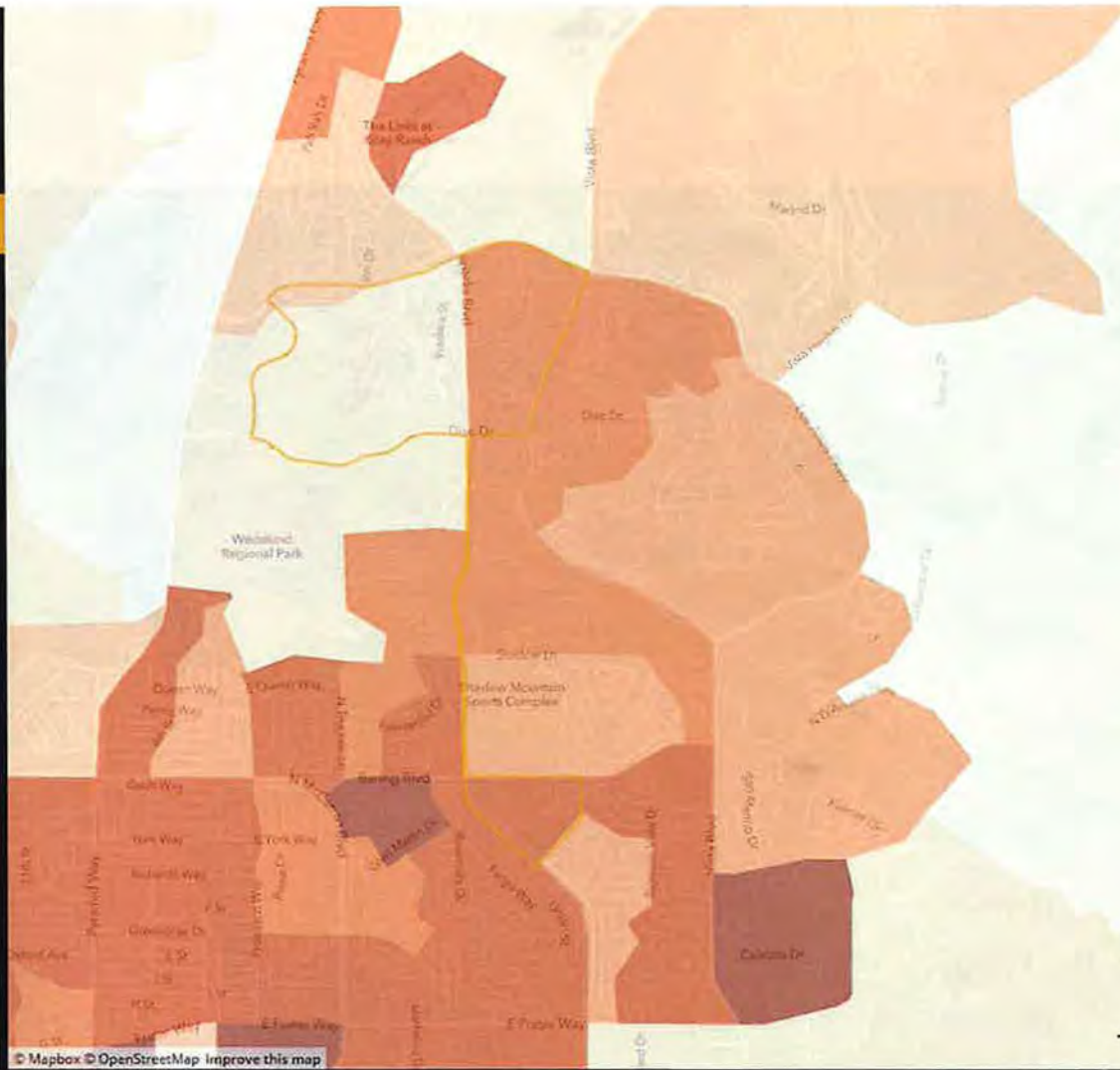


# Spanish Springs - Ha

Filters ▾

## Spanish Springs

1 line & 1 vehicle  
 \$295.8k / year  
 2,958 hours / year  
 39,792 miles / year  
 35 stops, 1,234 ft apart  
 Within 0.25 mi of stops:  
 10,902 population  
 2,117 jobs  
 8.1% in poverty  
 32.0% minority  
 13.9% seniors (65+)  
 22.0% youth (18-)  
 3.5% limited English  
 9.2% with disabilities  
 3.1% with no vehicles  
 4,056 households 2015



Positive Image

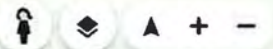
Search places, lines & more X

### Senior X

People per square mile who are 65 years or older. American Community Survey, 2017.

- > 1,800 people
- 900 - 1,800 people
- 600 - 900 people
- 400 - 600 people
- 200 - 400 people
- 50 - 200 people
- < 50 people

2000 ft





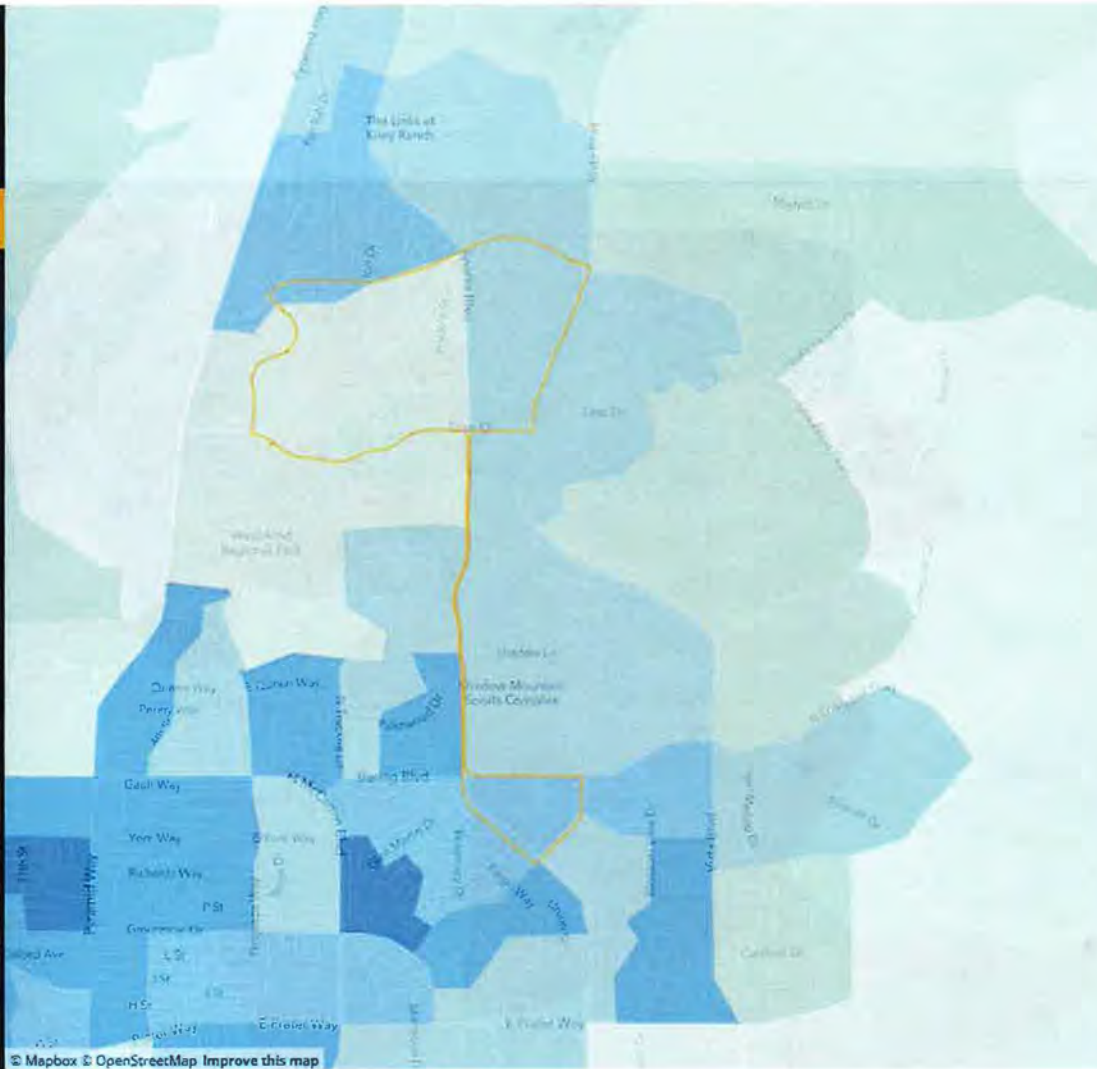


# Spanish Springs - Ha

Filters ▾

## Spanish Springs

- 1 line & 1 vehicle
- \$295.8k / year
- 2,958 hours / year
- 39,792 miles / year
- 35 stops, 1,234 ft apart
- ⦿ Within 0.25 mi of stops:
- 10,902 population
- 2,117 jobs
- 8.1% in poverty
- 32.0% minority
- 13.9% seniors (65+)
- 22.0% youth (18-)
- 3.5% limited English
- 9.2% with disabilities
- 3.1% with no vehicles
- 4,056 households 2015



Search places, lines & more ✕

### Youth ✕

People per square mile who are 18 years or younger, American Community Survey, 2017.

- > 3,000 people
- 1,500 – 3,000 people
- 1,000 – 1,500 people
- 700 – 1,000 people
- 350 – 700 people
- 100 – 350 people
- < 100 people

2000 ft



Mapbox & OpenStreetMap Improve this map

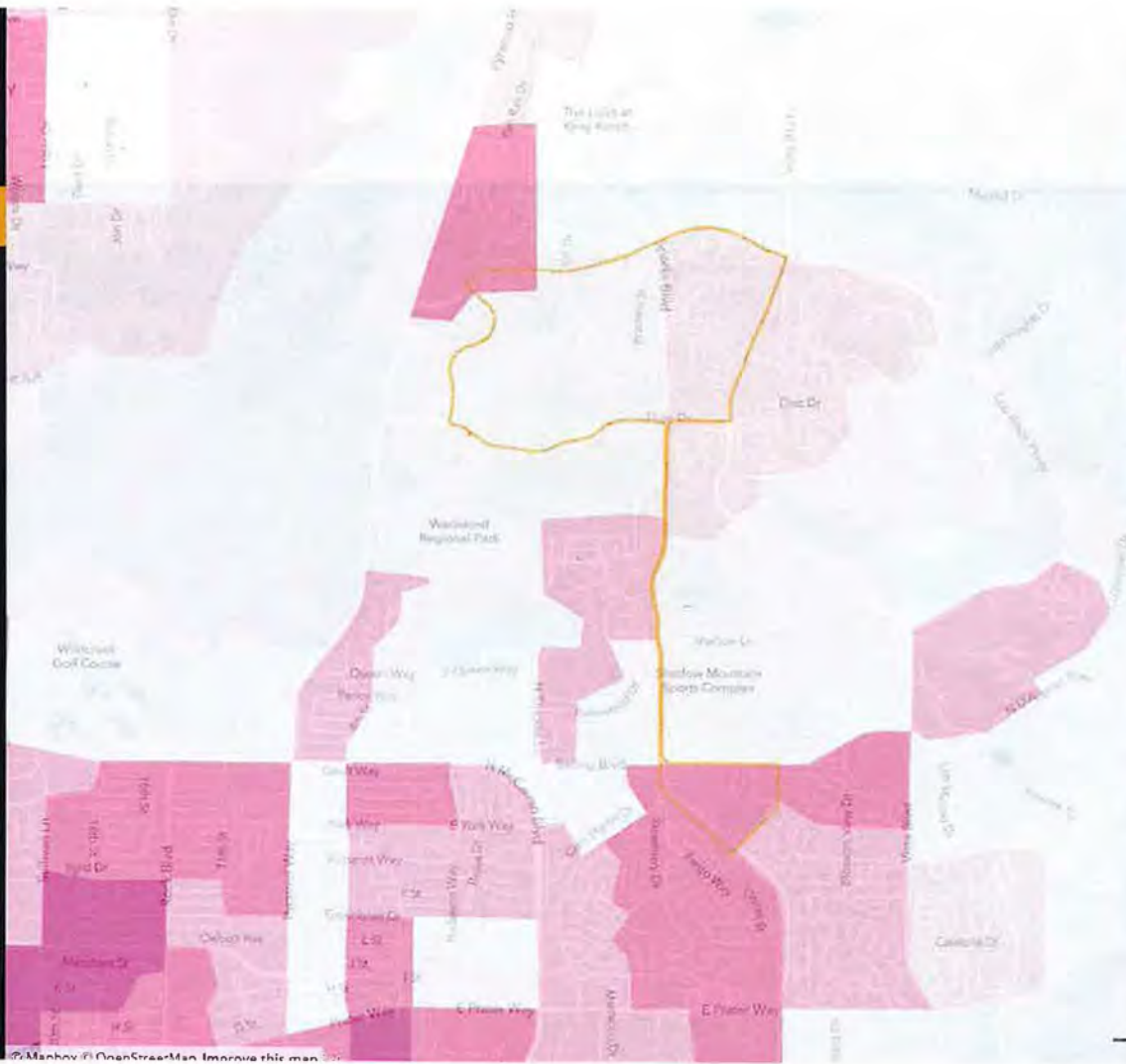


# Spanish Springs - Ha

Filters ▾

## Spanish Springs

- 1 line & 1 vehicle
- \$295.8k / year
- 2,958 hours / year
- 39,792 miles / year
- 35 stops, 1,234 ft apart
- Ⓜ Within 0.25 mi of stops:
- 10,902 population
- 2,117 jobs
- 8.1% in poverty
- 32.0% minority
- 13.9% seniors (65+)
- 22.0% youth (18-)
- 3.5% limited English
- 9.2% with disabilities
- 3.1% with no vehicles
- 4,056 households 2015



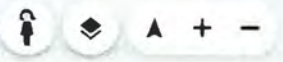
Search places, lines & more ✕

### Limited English — ✕

Households per square mile with limited English speaking status. American Community Survey, 2017.

- > 1,200 households
- 900 – 1,200 households
- 450 – 900 households
- 150 – 450 households
- 50 – 150 households
- 25 – 50 households
- < 25 households

2000 ft





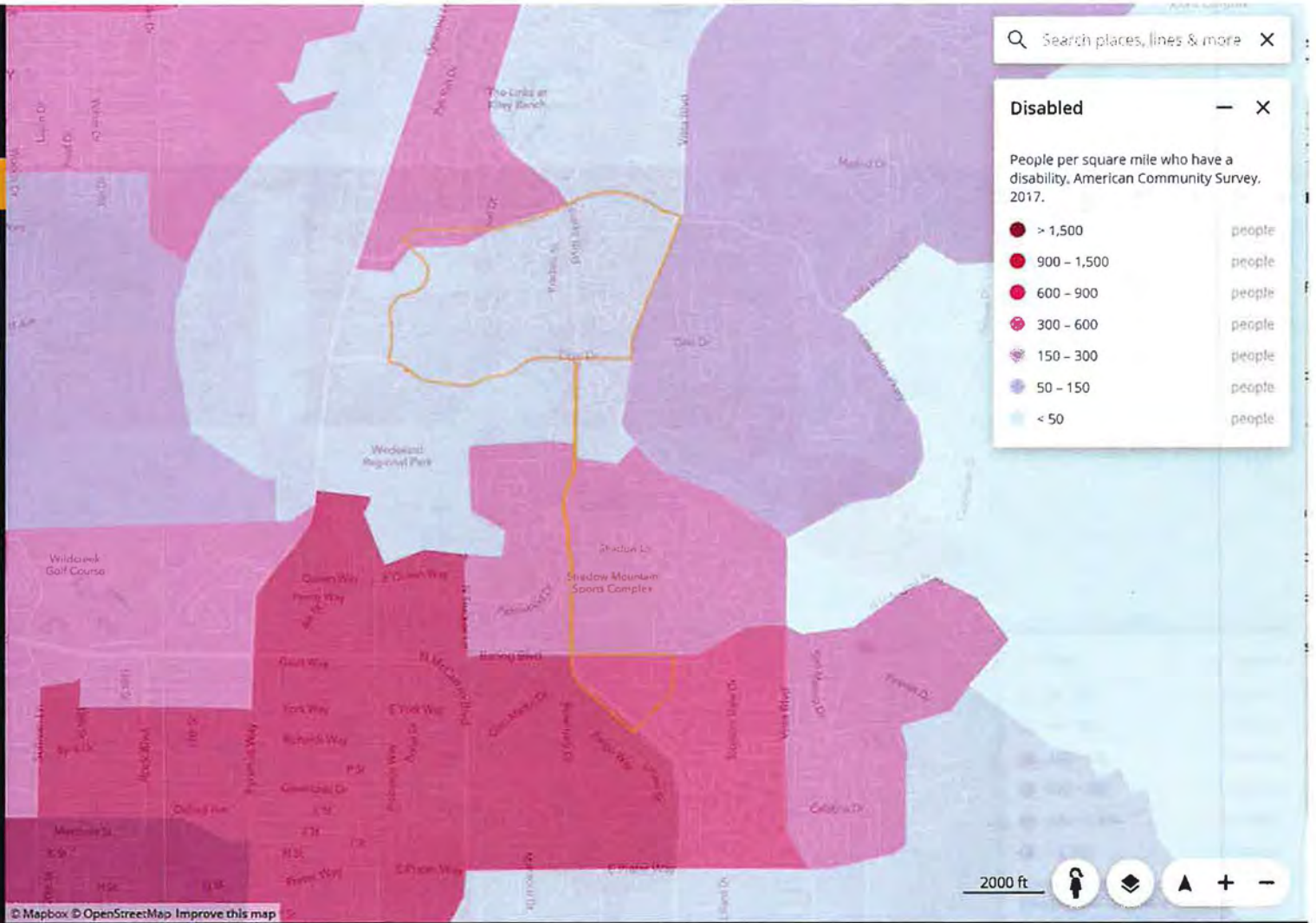


# Spanish Springs - Ha

Filters ▾

Spanish Springs

1 line & 1 vehicle  
 \$295.8k / year  
 2,958 hours / year  
 39,792 miles / year  
 35 stops, 1,234 ft apart  
 Within 0.25 mi of stops:  
 10,902 population  
 2,117 jobs  
 8.1% in poverty  
 32.0% minority  
 13.9% seniors (65+)  
 22.0% youth (18-)  
 3.5% limited English  
 9.2% with disabilities  
 3.1% with no vehicles  
 4,056 households 2015



Search places, lines & more X

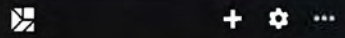
Disabled — X

People per square mile who have a disability, American Community Survey, 2017.

- > 1,500 people
- 900 - 1,500 people
- 600 - 900 people
- 300 - 600 people
- 150 - 300 people
- 50 - 150 people
- < 50 people

2000 ft



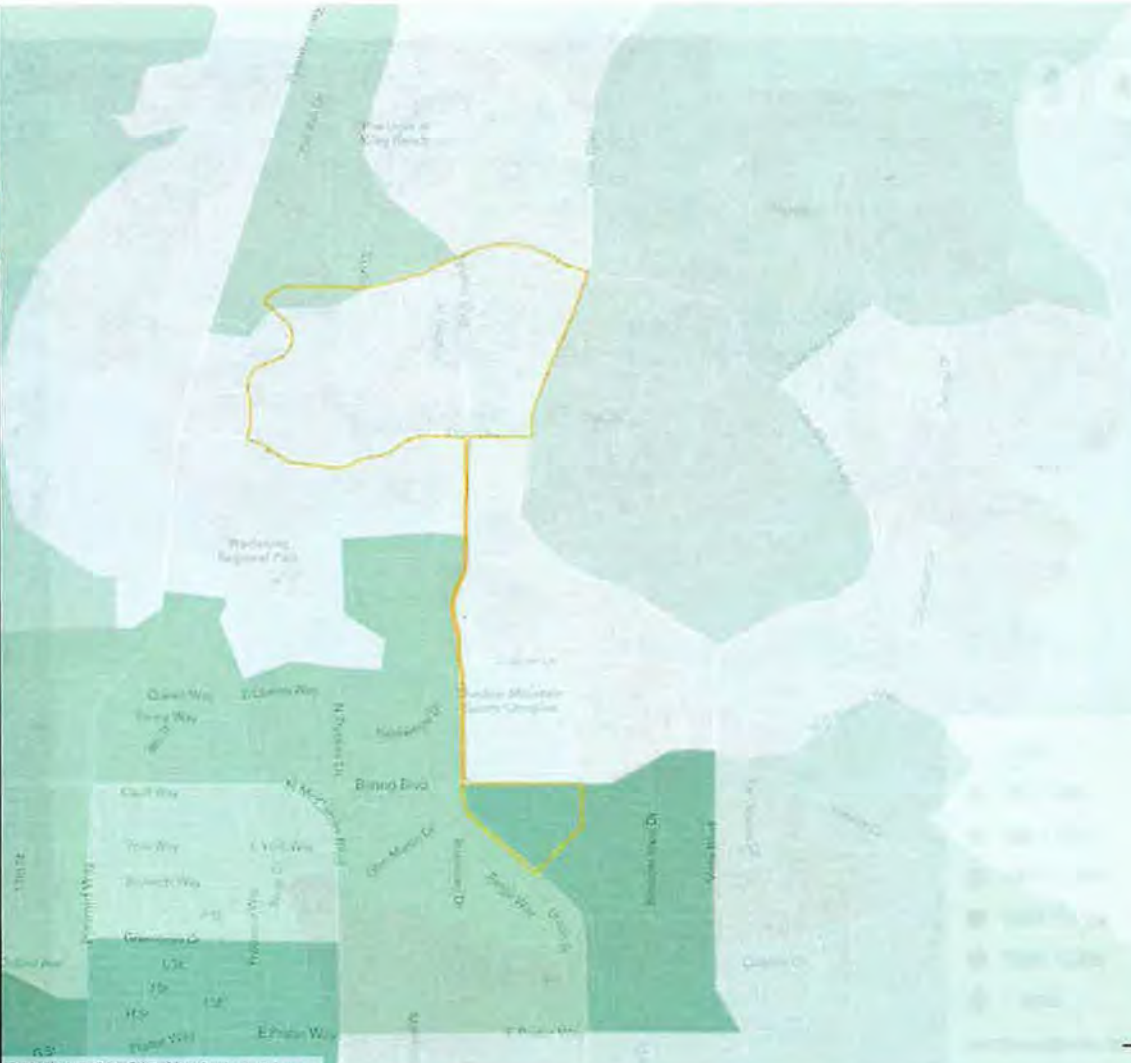


# Spanish Springs - Ha

Filters ▾

## Spanish Springs

- 1 line & 1 vehicle
- \$295.8k / year
- 2,958 hours / year
- 39,792 miles / year
- 35 stops, 1,234 ft apart
- Ⓞ Within 0.25 mi of stops:
- 10,902 population
- 2,117 jobs
- 8.1% in poverty
- 32.0% minority
- 13.9% seniors (65+)
- 22.0% youth (18-)
- 3.5% limited English
- 9.2% with disabilities
- 3.1% with no vehicles
- 4,056 households 2015



Google Earth  
Search places, lines & more X

**Car Free** - X

Households per square mile with no vehicle available, American Community Survey, 2017.

● > 1,000	households
● 300 - 1,000	households
● 150 - 300	households
● 90 - 150	households
● 45 - 90	households
● 15 - 45	households
● < 15	households

© Mapbox © OpenStreetMap Improve this map



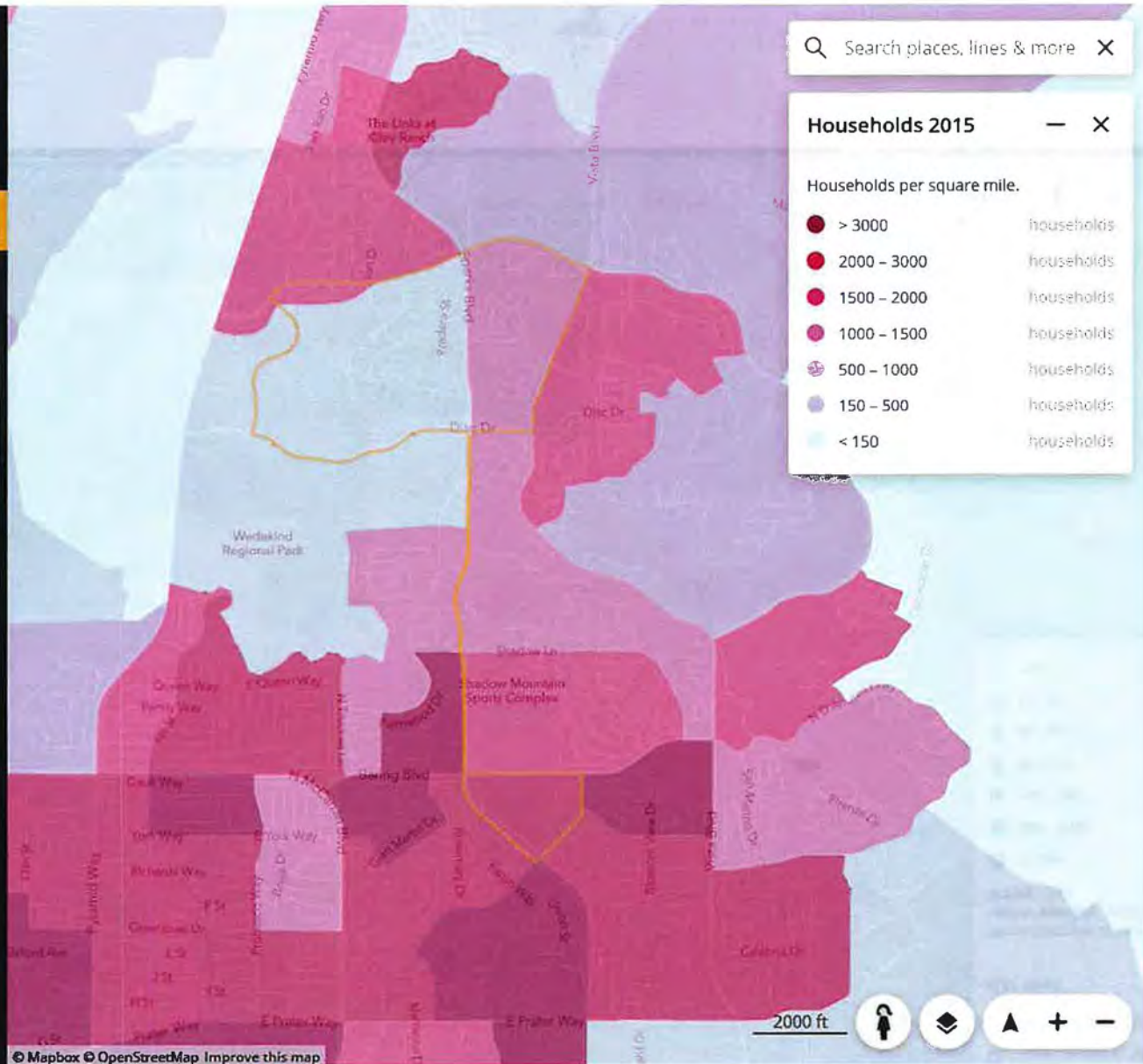


# Spanish Springs - Ha

Filters ▾

## Spanish Springs

- 1 line & 1 vehicle
- \$295.8k / year
- 2,958 hours / year
- 39,792 miles / year
- 35 stops, 1,234 ft apart
- 📍 Within 0.25 mi of stops:
- 10,902 population
- 2,117 jobs
- 8.1% in poverty
- 32.0% minority
- 13.9% seniors (65+)
- 22.0% youth (18-)
- 3.5% limited English
- 9.2% with disabilities
- 3.1% with no vehicles
- 4,056 households 2015



### **Route Comparison to Estimate Ridership and Performance:**

A typical method used in public transit route planning is to compare any new potential route with an existing route in the system that closely compares to the proposed route's population, jobs, and household demographics.

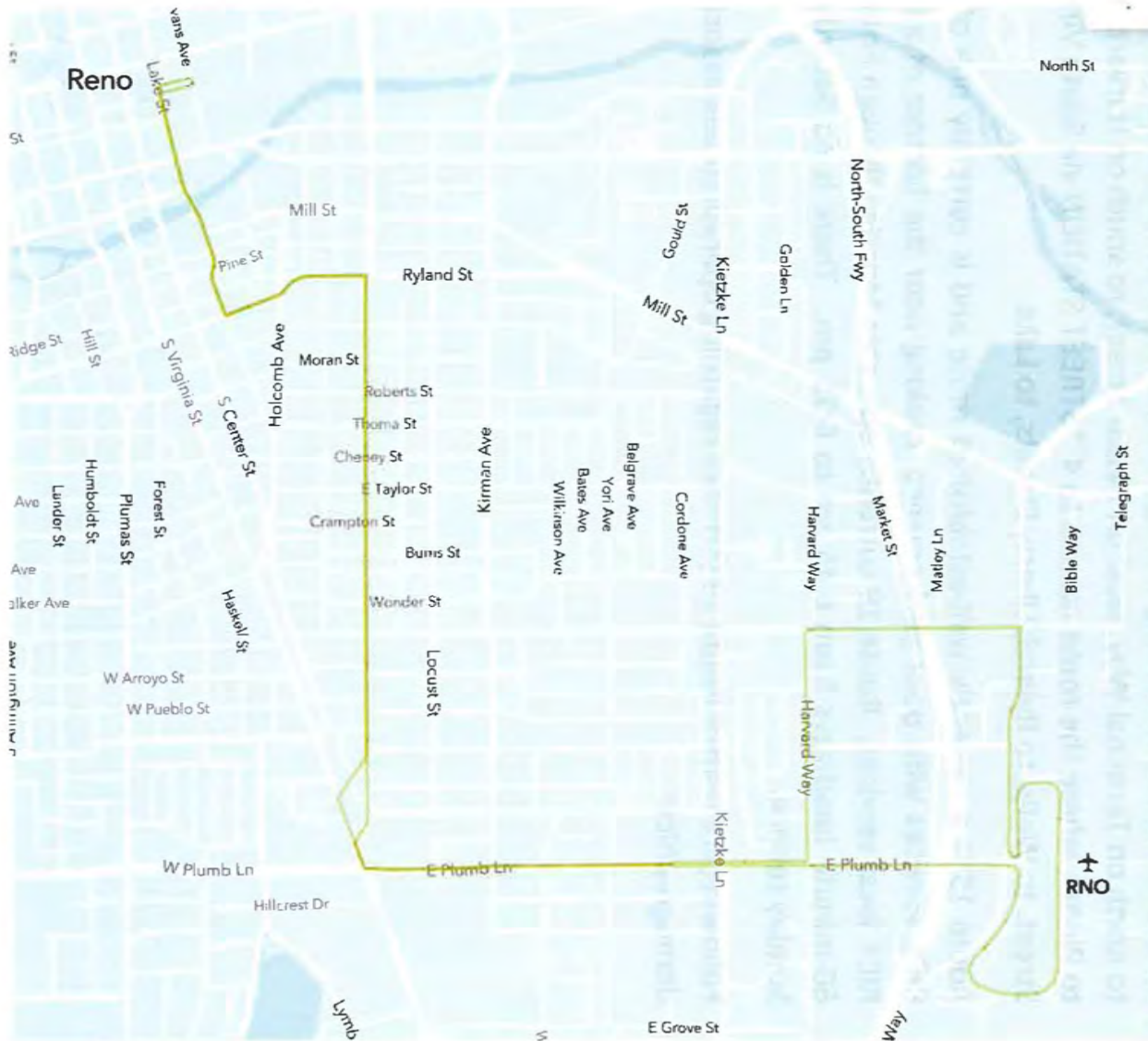
For this comparison, staff believes that Route 19 closely compares to the proposed route. This route is not the only route that closely compares; Route 26 in Sparks is another. Route 19 has the following line-of-route:

Lake Street to Liberty/Ryland Streets to Wells Avenue, to South Virginia Street, to Plumb, circulating through the Reno-Tahoe International Airport, to north on Terminal Way, west on Vassar Street, to south on Harvard, back to Plumb, where the route returns to 4<sup>TH</sup> STREET STATION via South Virginia Street, to Wells, to Ryland/Liberty Streets, to Lake.

Route 19 is a currently well-established route and is currently one of RTC RIDE services with poor performance, ranking near the bottom of all RTC RIDE local services. Route 19 currently operates Monday through Friday at 60-minute headways from 6:45 am to 6:35 pm. There is no Saturday or Sunday service.

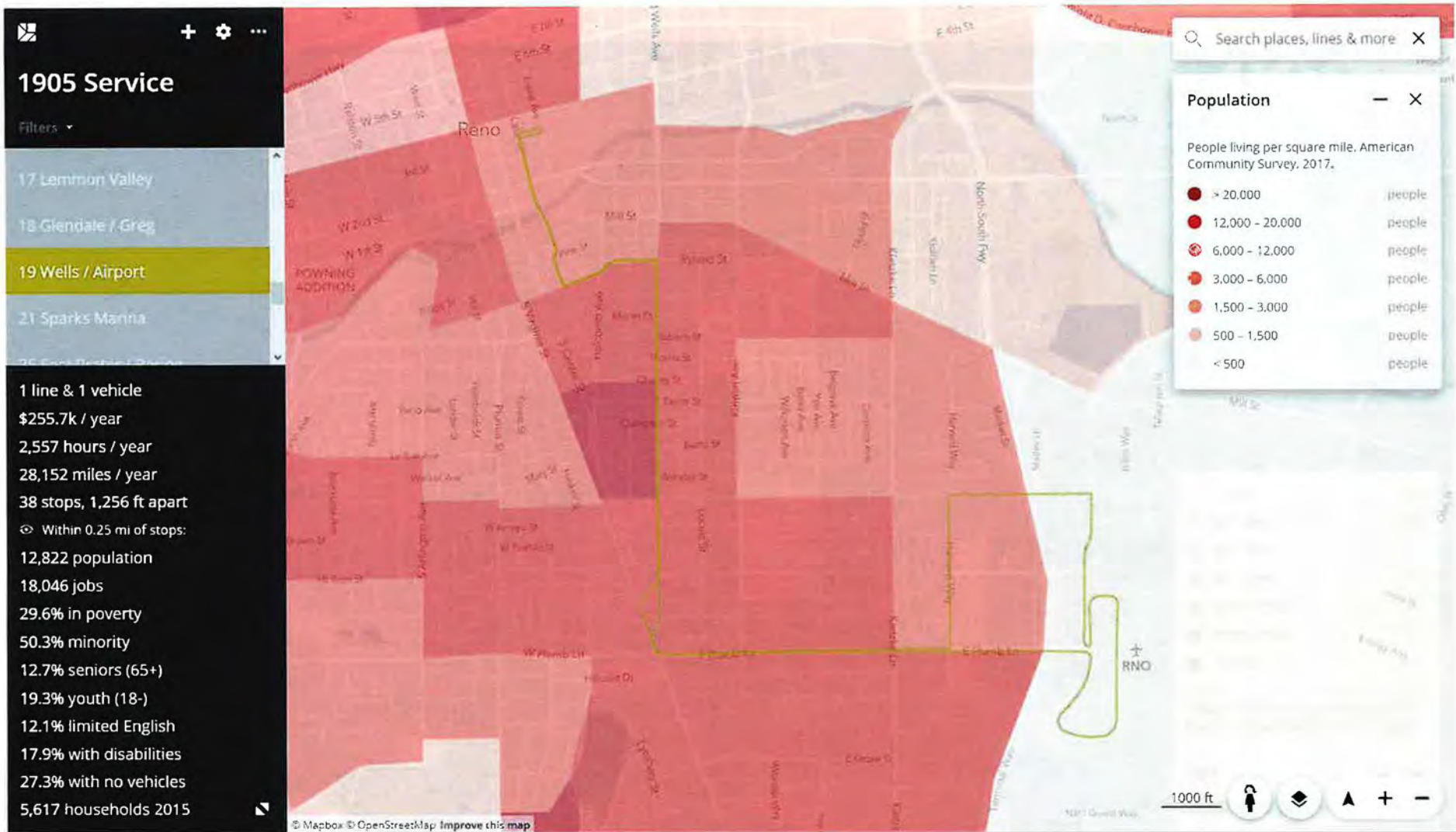
Following is a map of Route 19 statistics regarding operations and associated demographics:





9.18 miles  
 1 vehicle - Bus  
 \$255.7k / year  
 2,557 hours / year  
 28,152 miles / year  
 39 stops, 1,307 ft apart  
 Within 0.25 mi of stops:  
 12,822 population  
 18,046 jobs  
 29.6% in poverty  
 50.3% minority  
 12.7% seniors (65+)  
 19.3% youth (18-)  
 12.1% limited English  
 17.9% with disabilities  
 27.3% with no vehicles  
 5,617 households 2015

Following are maps of the demographics noted in the table above:



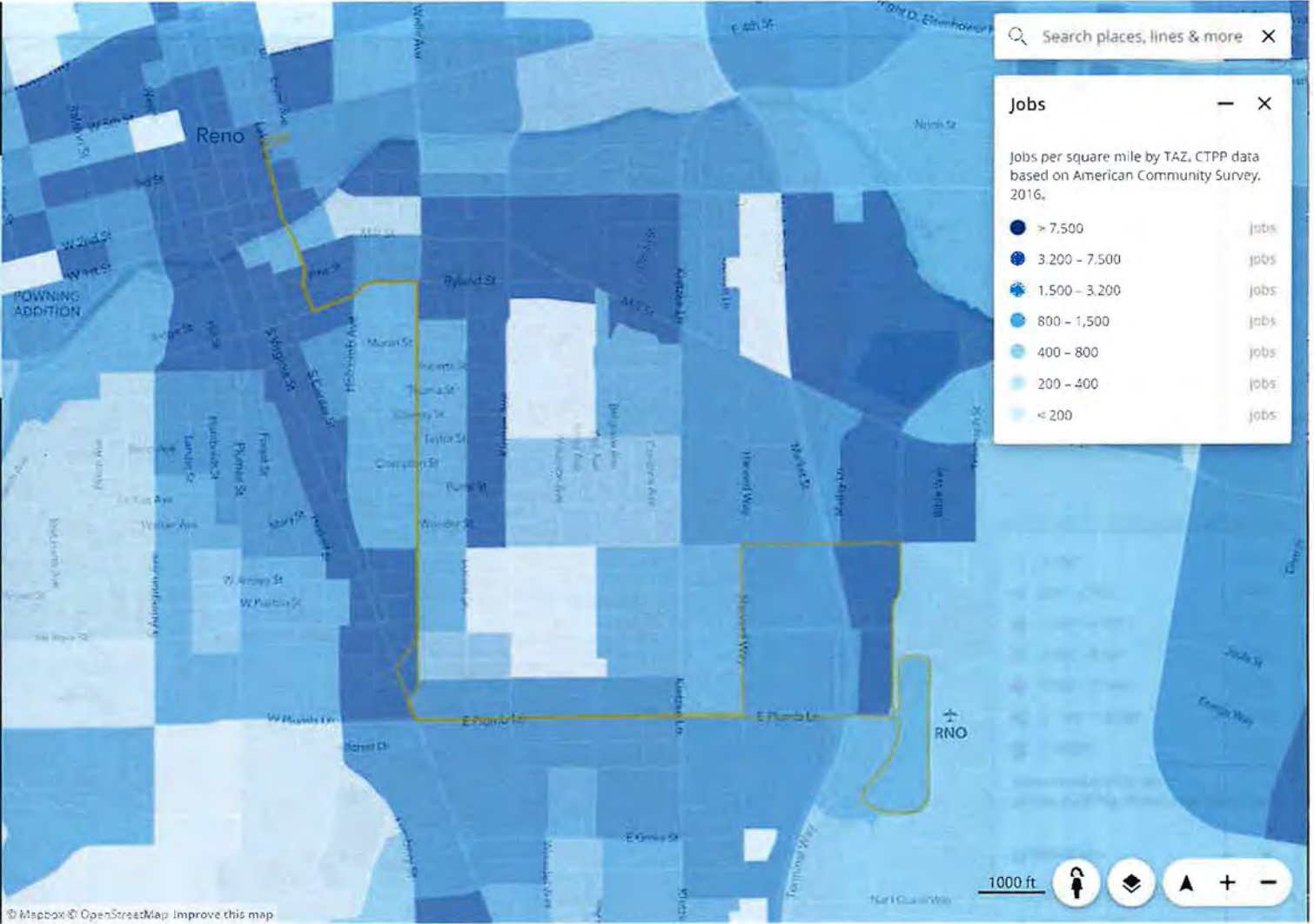


**1905 Service**

Filters ▾

- 17 Lemmon Valley
- 18 Glendale / Greg
- 19 Wells / Airport**
- 21 Sparks Marina

1 line & 1 vehicle  
 \$255.7k / year  
 2,557 hours / year  
 28,152 miles / year  
 38 stops, 1,256 ft apart  
 ☉ Within 0.25 mi of stops:  
 12,822 population  
 18,046 jobs  
 29.6% in poverty  
 50.3% minority  
 12.7% seniors (65+)  
 19.3% youth (18-)  
 12.1% limited English  
 17.9% with disabilities  
 27.3% with no vehicles  
 5,617 households 2015



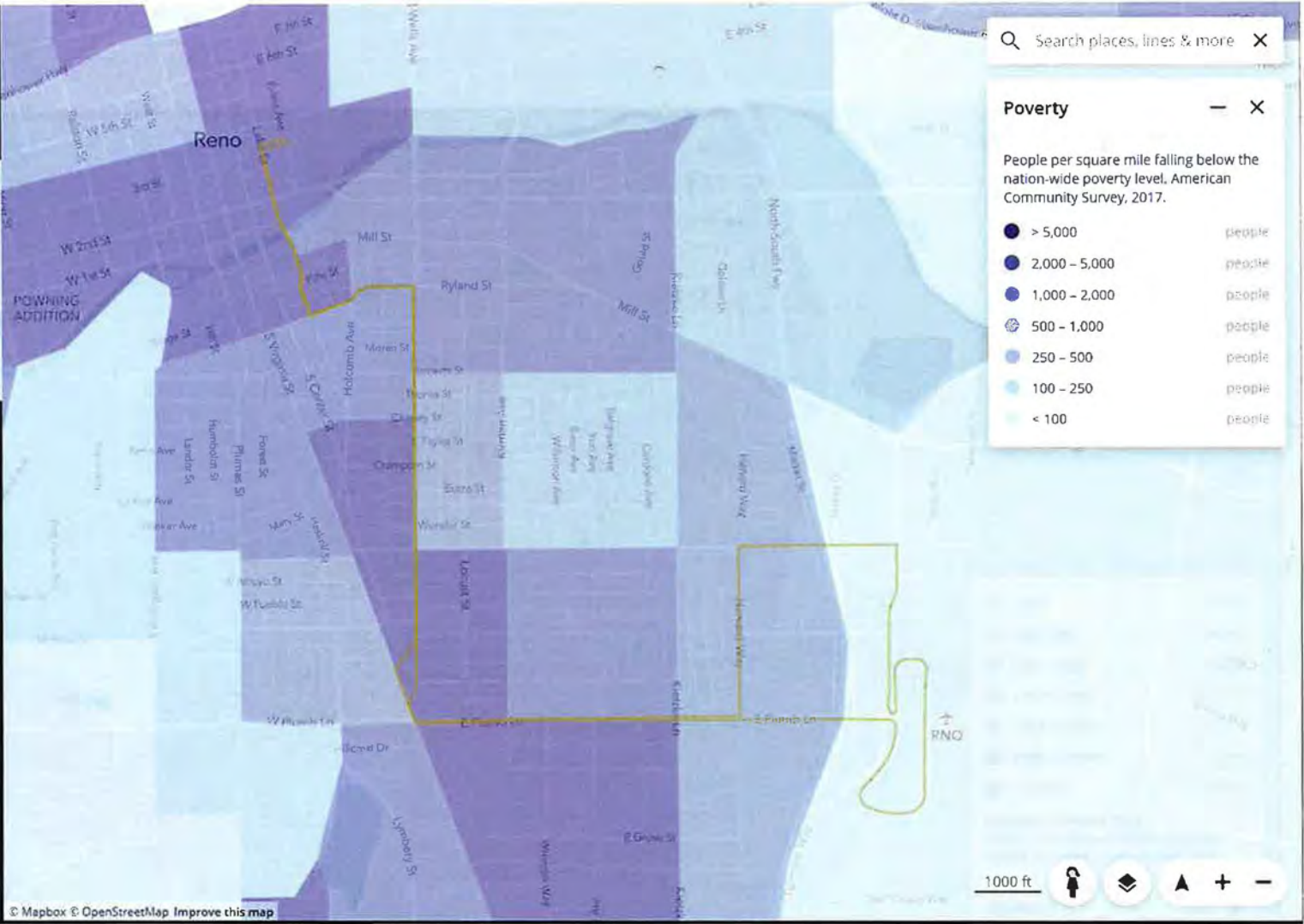


**1905 Service**

Filters ▾

- 17 Lemmon Valley
- 18 Glendale / Greg
- 19 Wells / Airport**
- 21 Sparks Marina

1 line & 1 vehicle  
 \$255.7k / year  
 2,557 hours / year  
 28,152 miles / year  
 38 stops, 1,256 ft apart  
 Within 0.25 mi of stops  
 12,822 population  
 18,046 jobs  
 29.6% in poverty  
 50.3% minority  
 12.7% seniors (65+)  
 19.3% youth (18-)  
 12.1% limited English  
 17.9% with disabilities  
 27.3% with no vehicles  
 5,617 households 2015

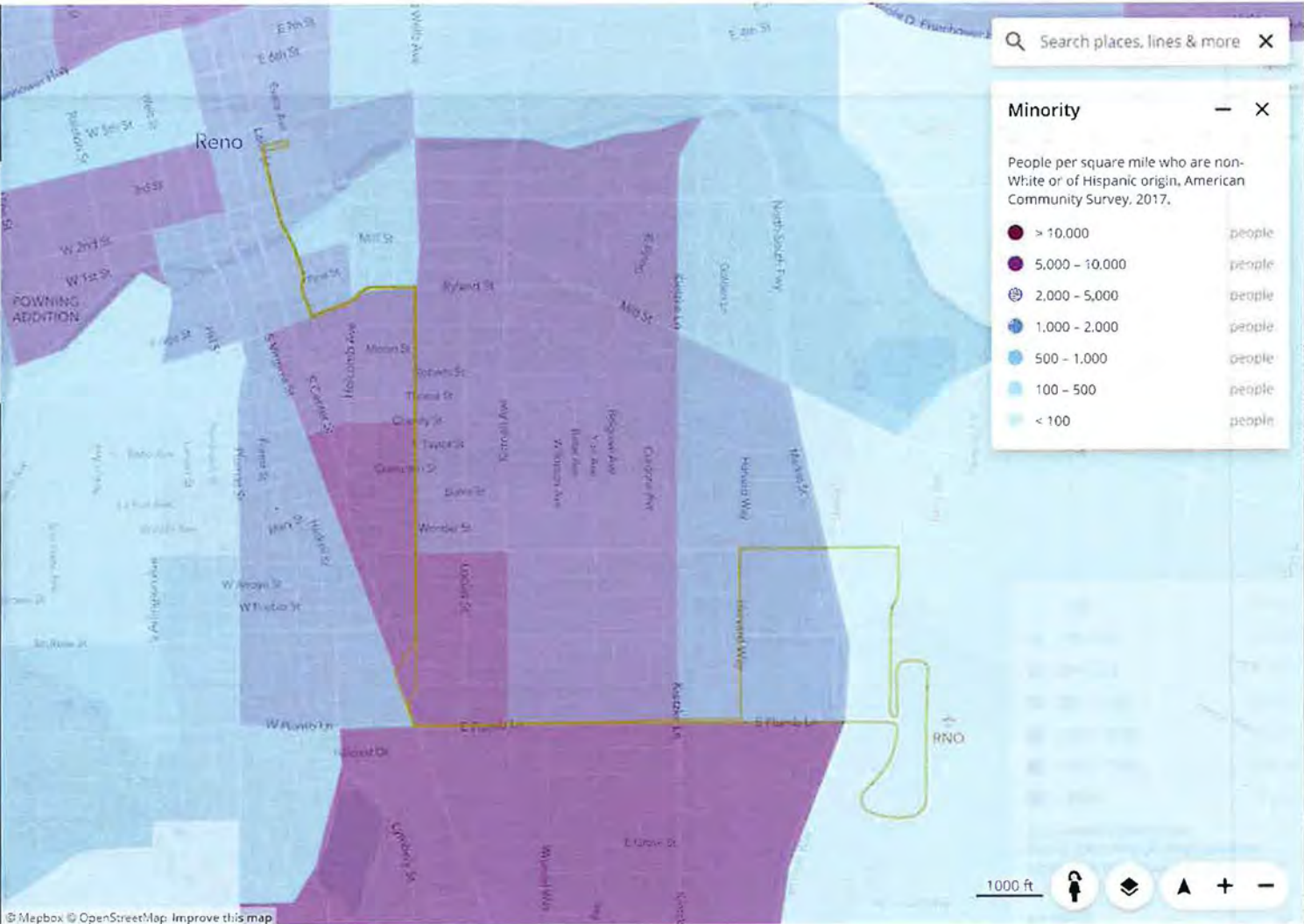


**1905 Service**

Filters ▾

- 17 Lemmon Valley
- 18 Glendale / Greg
- 19 Wells / Airport**
- 21 Sparks Marina
- 25 Falls Dr / West / Downtown

1 line & 1 vehicle  
 \$255.7k / year  
 2,557 hours / year  
 28,152 miles / year  
 38 stops, 1,256 ft apart  
 Within 0.25 mi of stops:  
 12,822 population  
 18,046 jobs  
 29.6% in poverty  
 50.3% minority  
 12.7% seniors (65+)  
 19.3% youth (18-)  
 12.1% limited English  
 17.9% with disabilities  
 27.3% with no vehicles  
 5,617 households 2015

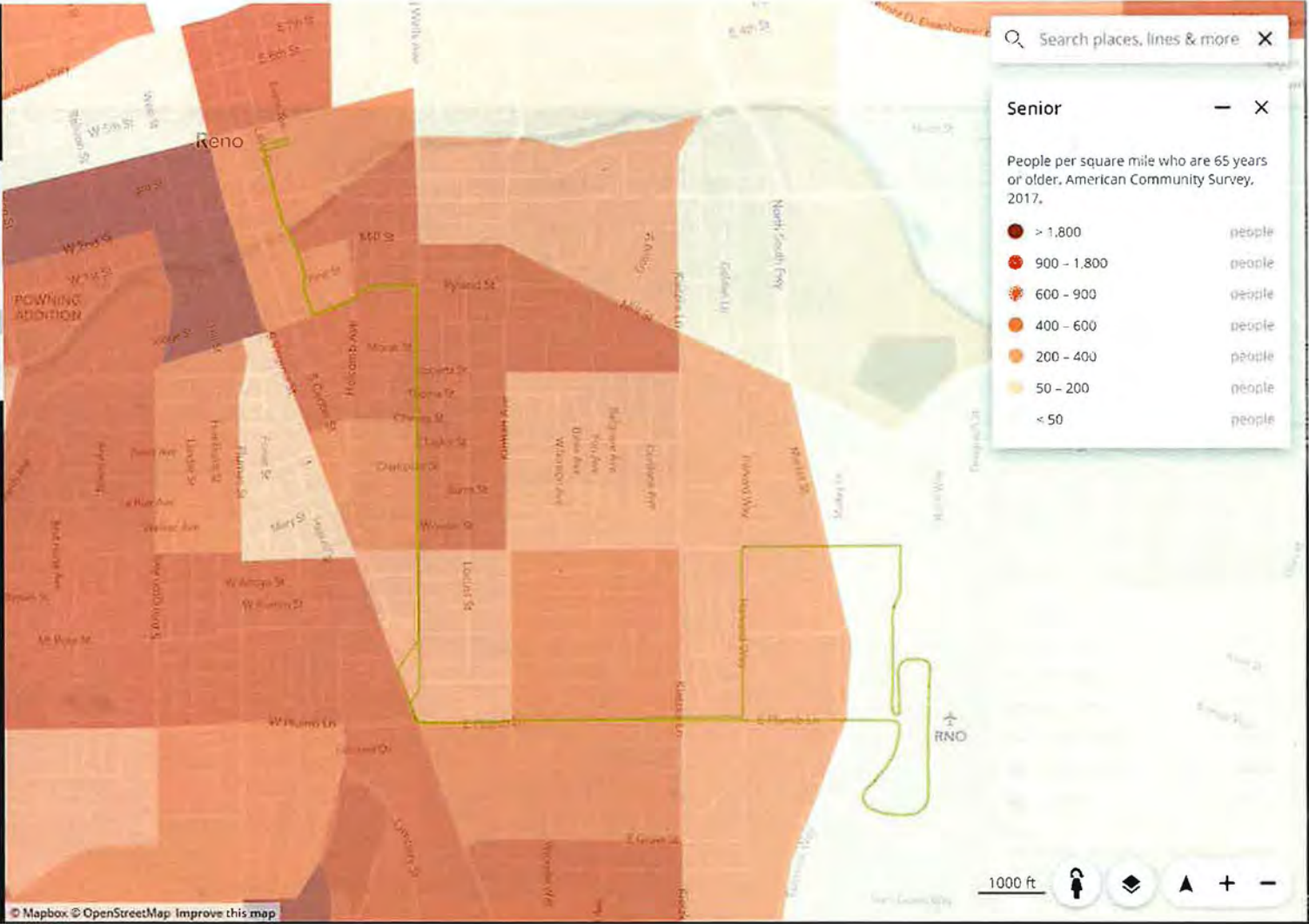




# 1905 Service

- Filters ▾
- 17 Lemmon Valley
  - 18 Glendale / Greg
  - 19 Wells / Airport**
  - 21 Sparks Marina

1 line & 1 vehicle  
\$255.7k / year  
2,557 hours / year  
28,152 miles / year  
38 stops, 1,256 ft apart  
📍 Within 0.25 mi of stops:  
12,822 population  
18,046 jobs  
29.6% in poverty  
50.3% minority  
12.7% seniors (65+)  
19.3% youth (18-)  
12.1% limited English  
17.9% with disabilities  
27.3% with no vehicles  
5,617 households 2015

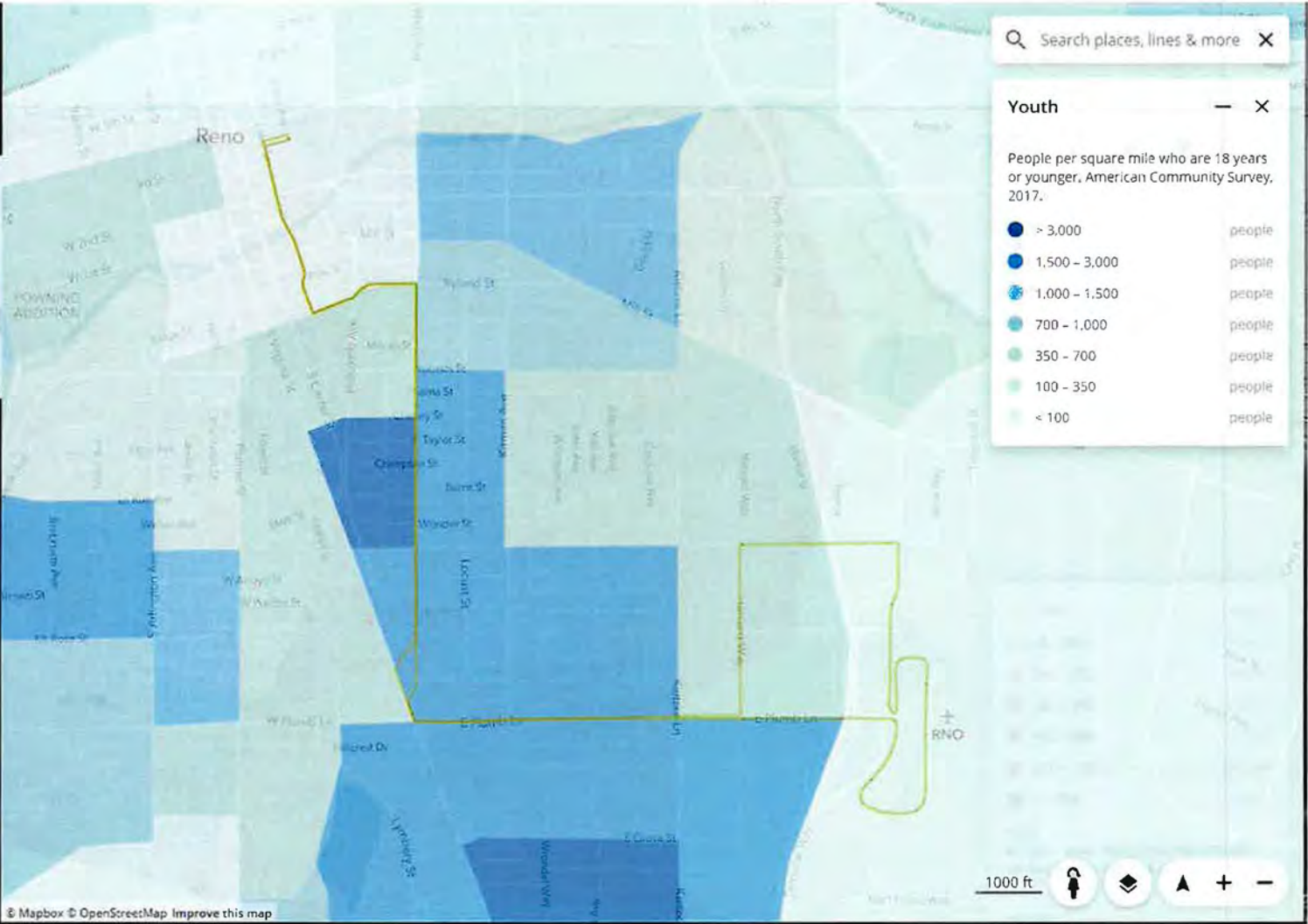




# 1905 Service

- Filters ▾
- 17 Lemmon Valley
  - 18 Glendale / Greg
  - 19 Wells / Airport**
  - 21 Sparks Marina
  - 25 East Drive / Dayton

1 line & 1 vehicle  
\$255.7k / year  
2,557 hours / year  
28,152 miles / year  
38 stops, 1,256 ft apart  
Ⓧ Within 0.25 mi of stops  
12,822 population  
18,046 jobs  
29.6% in poverty  
50.3% minority  
12.7% seniors (65+)  
19.3% youth (18-)  
12.1% limited English  
17.9% with disabilities  
27.3% with no vehicles  
5,617 households 2015

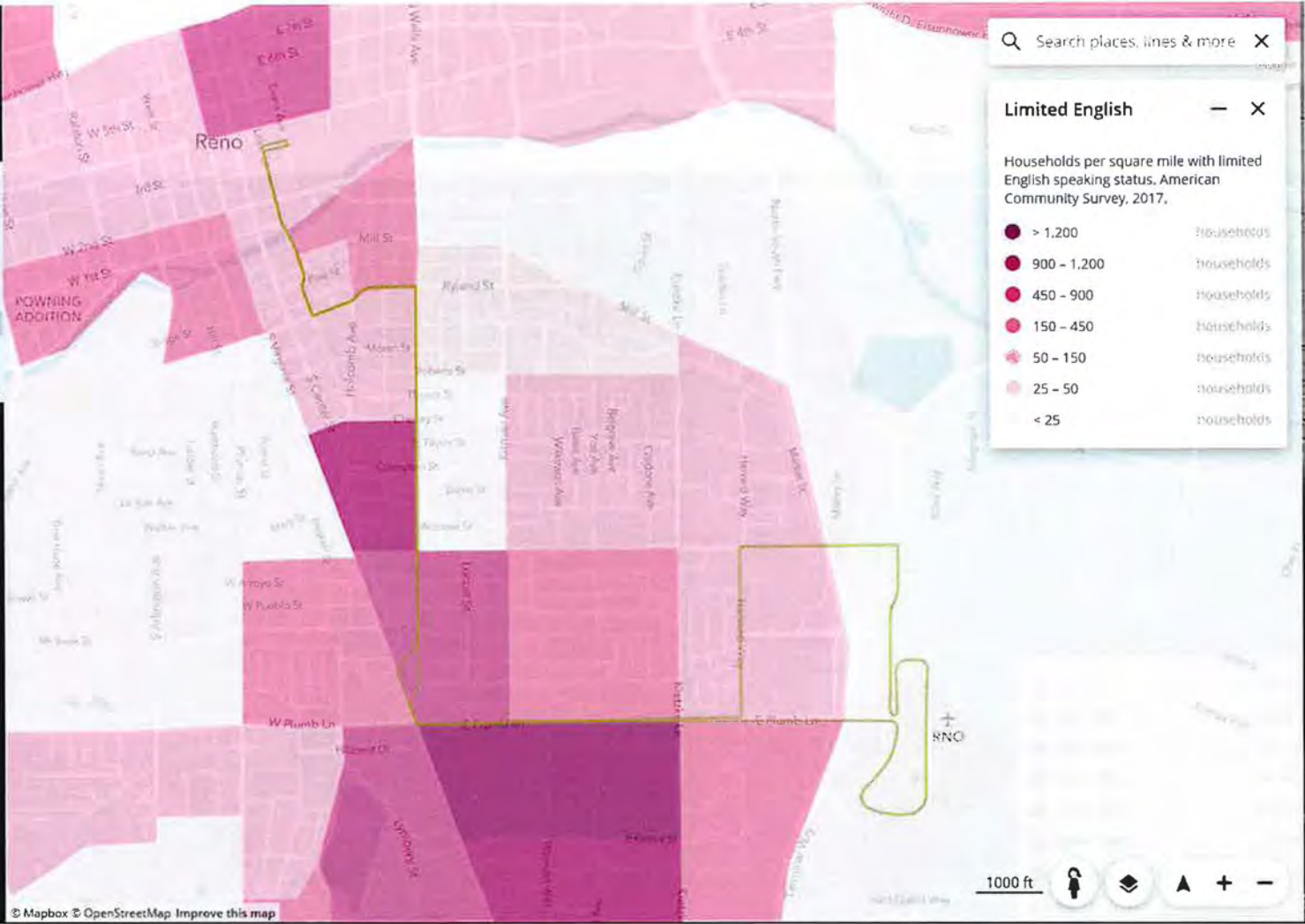


**1905 Service**

Filters ▾

- 17 Lemmon Valley
- 18 Glendale / Greg
- 19 Wells / Airport**
- 21 Sparks Marina
- 25 East Downtown District

1 line & 1 vehicle  
 \$255.7k / year  
 2,557 hours / year  
 28,152 miles / year  
 38 stops, 1,256 ft apart  
 Within 0.25 mi of stops:  
 12,822 population  
 18,046 jobs  
 29.6% in poverty  
 50.3% minority  
 12.7% seniors (65+)  
 19.3% youth (18-)  
 12.1% limited English  
 17.9% with disabilities  
 27.3% with no vehicles  
 5,617 households 2015



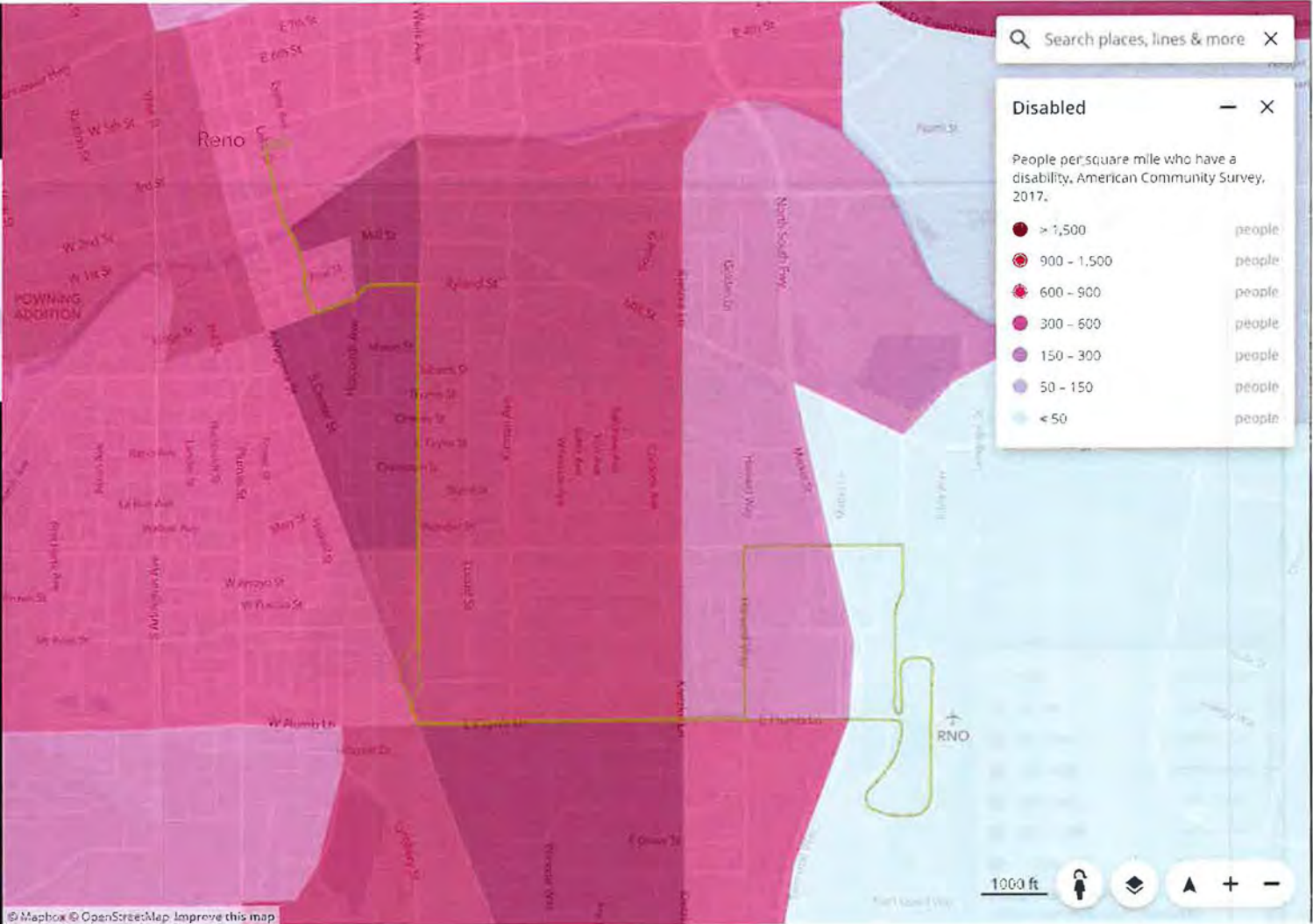


**1905 Service**

Filters ▾

- 17 Lenthon Valley
- 18 Glendale / Greg
- 19 Wells / Airport**
- 21 Sparks Marina
- 25 East Bay / 18 Park

1 line & 1 vehicle  
 \$255.7k / year  
 2,557 hours / year  
 28,152 miles / year  
 38 stops, 1,256 ft apart  
 Within 0.25 mi of stops:  
 12,822 population  
 18,046 jobs  
 29.6% in poverty  
 50.3% minority  
 12.7% seniors (65+)  
 19.3% youth (18-)  
 12.1% limited English  
 17.9% with disabilities  
 27.3% with no vehicles  
 5,617 households 2015



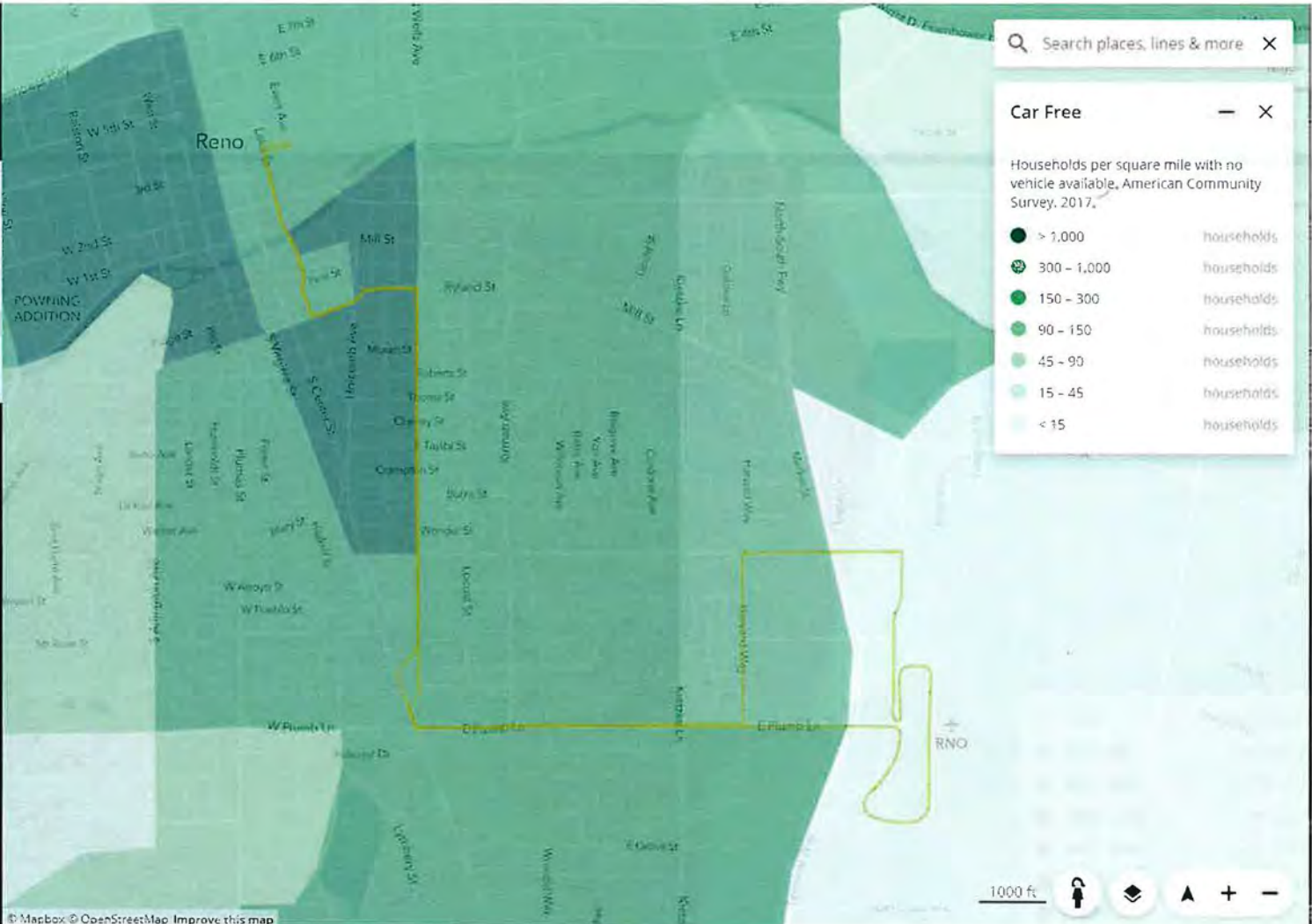


**1905 Service**

Filters ▾

- 17 Lemmon Valley
- 18 Glendale / Greg
- 19 Wells / Airport**
- 21 Sparks Marina

1 line & 1 vehicle  
 \$255.7k / year  
 2,557 hours / year  
 28,152 miles / year  
 38 stops, 1,256 ft apart  
 Within 0.25 mi of stops:  
 12,822 population  
 18,046 jobs  
 29.6% in poverty  
 50.3% minority  
 12.7% seniors (65+)  
 19.3% youth (18-)  
 12.1% limited English  
 17.9% with disabilities  
 27.3% with no vehicles  
 5,617 households 2015

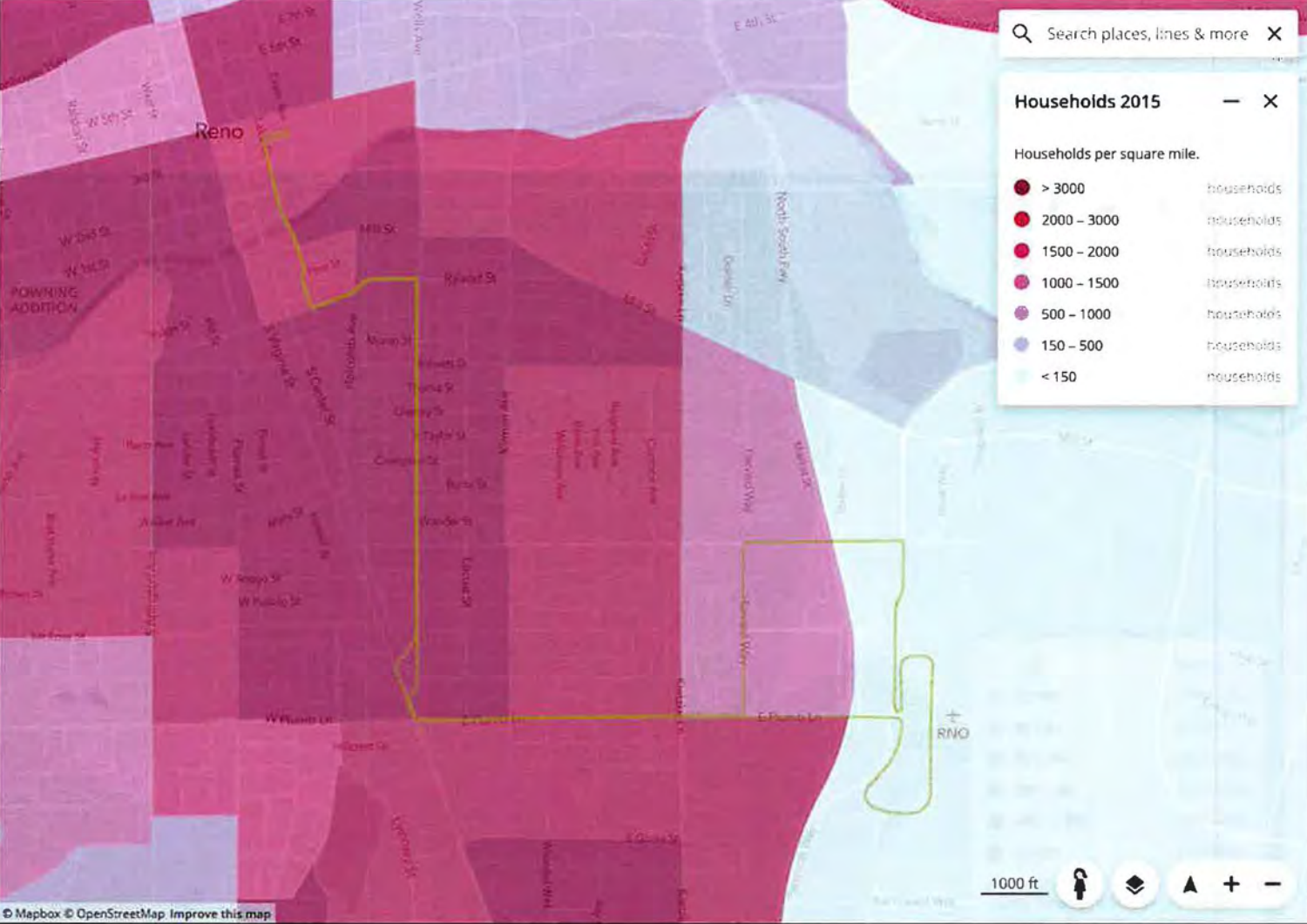


# 1905 Service

Filters

- 17 Lemmon Valley
- 18 Glendale / Greg
- 19 Wells / Airport**
- 21 Sparks Marina
- 25 East Tower / Park

1 line & 1 vehicle  
\$255.7k / year  
2,557 hours / year  
28,152 miles / year  
38 stops, 1,256 ft apart  
⊙ Within 0.25 mi of stops:  
12,822 population  
18,046 jobs  
29.6% in poverty  
50.3% minority  
12.7% seniors (65+)  
19.3% youth (18-)  
12.1% limited English  
17.9% with disabilities  
27.3% with no vehicles  
5,617 households 2015



### Side-by-Side Statistics Comparison:

Below offers a more detailed comparison of the route proposed by Commissioner Hartung and Route 19. The following table will indicate the various demographics noted above with a ranking when compared to demographics of all RTC RIDE routes:

<b><u>Demographic:</u></b>	<b><u>Proposed Route:</u></b>		<b><u>Route 19:</u></b>	
	<b><u>Value:</u></b>	<b><u>Rank:</u></b>	<b><u>Value:</u></b>	<b><u>Rank:</u></b>
Population:	10,902	19 <sup>th</sup>	12,822	14 <sup>th</sup>
Jobs:	2,117	Last	18,046	8 <sup>th</sup>
Poverty:	8.1%	Last	26.9%	7 <sup>th</sup>
Minority:	32.0%	23 <sup>rd</sup>	20.3%	11 <sup>th</sup>
Seniors:	13.9%	10 <sup>th</sup>	12.7%	18 <sup>th</sup>
Youth:	22.0%	8 <sup>th</sup>	19.3%	12 <sup>th</sup>
LEP <sup>(1)</sup> :	3.5%	24 <sup>th</sup>	12.1%	2 <sup>nd</sup>
with Disabilities:	9.2%	Last	17.9%	9 <sup>th</sup>
No Vehicle:	3.1%	Last	27.3%	6 <sup>th</sup>

(1) Limited English Proficiency

Based on the foregoing, the proposed route ranks below Route 19 on demographics that have a propensity for generating ridership like "No Vehicle," "with Disabilities," "Poverty," and "Jobs." Route 19 ranks overall, oddly enough, 19<sup>th</sup> of all the RTC RIDE local routes. However, it ranks 27<sup>th</sup> for ridership (166 average weekday) and ranks 25<sup>th</sup> for productivity (passengers per revenue hour) of 20.48. Based on this information on some of the bottom ranked ridership generating demographics, the productivity may be between 8 and 12.

Then there is the consideration of the cost per passenger. For Route 19, the cost per passenger is \$5.44 for an average weekday. The system average cost per passenger for an average weekday is \$1.67. Therefore, based on the expected productivity noted above, the potential cost per passenger would fall around \$10.50. Please note that RTC's share is about 77% from sales tax revenue and the passengers pay 23% at the farebox.

Finally as mentioned briefly above, the urban planning aspect tends to deter public transit ridership. The communities served by this proposed route in



Spanish Springs are designed to be very esthetically pleasing. However, the features that make these communities esthetically pleasing are the same features that prevent public transit ridership. Below is a brief list of features preventing public transit ridership:

- Circuitous street networks;
- Meandering sidewalks;
- Sound walls; and
- Gated communities;

**Conclusion:**

As transit planning can be more of an art than science, the best estimation is that Commissioner Hartung's proposed route from Baring Drive and Sparks Boulevard into Spanish Springs has a high probability of being unproductive. If this route proves unproductive, it would be up first for elimination during an economic downturn. Furthermore, based on the demographics there would have to be additional justification for service to this area versus other areas that have demographics that require public transit service.

# Attachment 3

## Route Performance Compared to Demographics of Each Route:

The design of the table below is to show the ranking of certain selected routes to various metrics:

- Overall Route Ranking – Takes into account all performance measures
- Total Daily Ridership
- Rank for each route by Ridership
- Productivity (Passengers or Ridership per hour)
- Rank for each route by Productivity
- Level-of-Service offered on each route for peak service
- Population Level
- Rank for each route by Population
- Percent of population that are Elderly (seniors, 65 years old and older)
- Rank for each route by percentage of Elderly
- Percent of population that are Youth (less than 18 years old)
- Rank for each route considering percentage of Youth
- Percent of population with ‘No Vehicles’
- Rank for each route by Population without vehicles

High rankings are marked in green highlight and the lowest rankings are marked in yellow highlight. Routes not shown are ranked somewhere between the highest and lowest rankings.

Upon review, the Virginia Line – RAPID has the highest daily ridership; however, the most productive service is Route 11 at a productivity level of 72.6, which gives it a first place ranking in that category. Upon review of the demographics for Route 11, it also has the highest percentage of population without a vehicle at 31.0%, ranked first for that demographic.

Whereas, Route 999 (UNR – Midtown Direct), ranked last overall for performance metrics and for productivity, and Route 3CC is ranked last for daily ridership. Staff cautions making any judgement about the UNR – Midtown Direct service, as it has only been in service for a very short time.

In conclusion, the highest determining factor leading to productive service and ridership is the percentage of population without vehicles. This would suggest that service in Spanish Springs would not be productive. However, other routes with high percentages of ‘no vehicles’ could benefit by increasing their level of service.

### Attachment 3 Continued - Rank by Productivity and Comparative Demographics

Route Name	Overall Ranking	Total Daily Ridership	Ridership Ranking	Productivity (Pass/Rev. Hr)	Prod Ranking	Level-of-Serv Service [Peak] (min)	Population	Pop Rank	Seniors (65+)	Sen Rank	Youth (18-)	Yout Rank	With No Vehicles	No Veh Rank
<b>VRGN</b>	1	3,317	1	62.9	2	12	11,533	18	11.5%	22	20.0%	10	22.3%	12
<b>11</b>	2	1,285	8	72.6	1	30	7,724	25	13.4%	11	16.4%	22	31.0%	1
<b>12</b>	5	1,724	4	47.6	10	30	12,720	16	9.4%	28	27.1%	1	22.9%	9
<b>5</b>	6	1,546	7	49.4	8	30	16,744	6	10.7%	27	26.4%	2	18.2%	18
<b>16</b>	9	406	21	52.9	4	60	7,886	24	20.6%	1	10.5%	29	20.4%	14
<b>18</b>	10	966	11	40.2	14	30	4,475	29	15.8%	8	11.6%	27	28.2%	4
<b>3CL</b>	11	722	15	51.2	5	60	21,334	3	13.1%	13	17.8%	17	13.1%	21
<b>2</b>	12	1,754	2	39.1	16	15 <sup>(1)</sup>	26,676	1	13.1%	13	24.8%	5	18.4%	16
<b>7</b>	14	1,732	3	35.8	19	30	16,174	7	9.0%	29	19.0%	13	12.6%	22
<b>14</b>	18	679	17	36.9	18	30 <sup>(2)</sup>	5,069	28	17.1%	6	10.6%	28	29.3%	3
<b>19</b>	25	238	26	26.1	25	60 <sup>(4)</sup>	12,822	15	12.7%	17	19.3%	12	27.3%	5
<b>3CC</b>	26	156	27	28.9	24	60 <sup>(3)</sup>	21,429	2	12.9%	15	17.8%	17	12.6%	22
<b>999</b>	27	298	25	12.3	27	30	12,939	14	11.3%	24	11.8%	26	25.1%	7
<b>SS Route</b>						60	10,902	20	13.9%	10	22.0%	8	3.1%	29

(1) 15-min service for two-thirds of the route from 4TH STREET STATION to Rock Blvd.

(2) AM/PM Peak service

(3) Limited weekday service 6:45 am to 9:36 am and 2:45 pm to 6:36 pm.

(4) Weekday service only

Highest Rank

Lowest Rank

Route 19 used in Board Report for comparison





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 5.2**

**TO:** Regional Transportation Commission

**FROM:** David Carr  
Fleet/Facilities Manager  
Public Transportation and Operations



Lee G. Gibson, AICP  
Executive Director

**SUBJECT: Double Decker Bus Demonstration**

**RECOMMENDATION**

Receive a report on the Regional Transportation Commission's plan to demonstrate a double decker bus.

**SUMMARY**

Plans are being finalized to demonstrate operation of a double decker bus in RTC RIDE revenue service. Keolis Transit Services, LLC will operate the Alexander Dennis diesel-powered double decker bus during the demonstration. The Alexander Dennis Enviro 500 Double-Decker Bus is 13' 6" tall and 42 feet long, and can carry roughly 100 passengers. The purpose of the demonstration will be to evaluate the operational feasibility of the vehicle and to collect customer feedback.

The demonstration is tentatively scheduled for approximately three weeks in November. The vehicle will be on loan from the manufacturer, Alexander Dennis. Prior to releasing the bus into revenue service, a test run will be performed on various routes to confirm that there are no issues with bus height and weight to ensure that it clears all overpasses. Since no farebox is installed on this bus, passengers on the bus will ride for free.

As currently envisioned, the demonstration will consist of the following components:

**Route Selection**

The bus will operate primarily on the RTC RAPID, Lincoln Line as this is the RTC line that most simulates RAPID Virginia Line. The passenger capacity of the double-decker makes it a potentially feasible replacement for a 60-foot articulated bus. In addition to the Lincoln Line route, the bus will be tested on the Regional Connector, RTC's intercity route between Reno and Carson City, as well as local routes with high ridership, such as Route 5, 7 and 12.

Customer Feedback

One goal of the demonstration is to see how customers react to the bus. Staff will collect feedback through surveys and comments, and will then compile and summarize the results.

Feedback from Contractor Staff

Feedback will be collected from coach operators and staff at the operating facility on how well the bus performed, if it maneuvered well in the yard and at the transit facilities, if it was compatible with the bus wash and maintenance bays, and other relevant feedback, including dwell times, safety/security on the bus, maintenance cost, and reliability.

Ridership Data

Ridership data will be collected throughout the demonstration by staff conducted surveys, including the peak number of riders on the bus and how much the upper deck is utilized.

Marketing/Customer Communication

The double decker bus style will be a new experience for many of our customers. Among other areas, we will provide information on when to use the top deck, how to check if there are seats available and how to alight without missing stops. In addition, we will explore marketing opportunities as these buses will be visibly different from anything currently in service in Washoe County. As such, this demonstration would be a high profile event, which could provide a significant marketing opportunity.

By the end of the demonstration, staff expects to gain insight into how well the bus performs, cost of providing service, customer satisfaction, and if it is compatible with RTC RIDE's operation.

**FISCAL IMPACT**

Alexander Dennis will provide the demonstration bus to the Regional Transportation Commission free of charge. Any additional funds that may be needed to implement the demonstration are available under the Special Services Hour Rate of the Keolis Transit, LLC contract.

**PREVIOUS BOARD ACTIONS:**

There have been no prior board actions on this item.

**ADVISORY COMMITTEE(S) RECOMMENDATION**

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

Attachments



# BODY SPECIFICATION

# ENVIRO<sup>500</sup>

42' (12.8m) Low Height Double Deck  
Transit or Commuter Bus  
(North America)

## Legislation

The Enviro500 transit and commuter double deck vehicles are designed to meet the legislative requirements of current 'Federal Motor Vehicle Safety Standards' (FMVSS) including 'Americans with Disabilities Act 2010' (ADA) and 'Canadian Motor Vehicle Safety Standards' (CMVSS) including CAN/CSA-D435-02 (R2012) for 'Accessible Transit Buses'. Our transit and commuter double deck vehicles are also designed to meet American State and Canadian Provincial legislation where applicable.

## Structure

The low weight body structure consists primarily of aluminum extrusions and shear panels with the addition of stainless steel in areas of higher stress ensuring a high body stiffness and durability whilst minimizing the vehicle mass. All of the structural members are mechanically joined ensuring ease of repair following any form of collision damage.

The top deck roof and interdeck consist of single piece composite panels significantly increasing the body stiffness with a reduction in weight compared to conventional construction. The top deck roof composite has high thermal insulation properties helping to prevent condensation.

The body is rigidly fixed to a fully integrated steel chassis frame optimized for low weight and high strength.

Any risk of electrolytic corrosion between dissimilar metals is removed by the application of dielectric paint. The steel frame is treated with a wax injection technology prior to undersealing the completed vehicle.

## Exterior Panels

Exterior aluminum side panels are flush fitting with the glazing units giving a very clean, aesthetically pleasing appearance. Care has been taken to avoid protrusions including hinges and fixing heads to prevent build up of road dirt and to make cleaning easier. Panels in higher risk of damage from curbs including side skirts and lower corner moldings are quickly and easily replaced. Corner moldings are separate from the upper panels isolating potential damage and minimizing replacement costs.

## Glazing

Main body glazing is 'direct bonded' single glazed, flat toughened safety glass, tinted to reduce Solar, Light and UV transmittance with the option for full Dual Pane 'direct bonded' glazing.

Front upper saloon and lower saloon windscreens are gasket glazed for ease of replacement.

All glazing including emergency opening units comply with FMVSS 205.

## Doors

The entrance is fitted with a twin leaf inward swing glider door with active seals for improved sealing performance.

The exit door is fitted with a twin leaf sliding plug door providing a clear exit platform.

Pneumatic doors are fitted as standard. Fully Electric doors offered as an option.

Glazed Single and Dual Pane 'quick release' panels are offered.

## Interior trim

The interior comprises of wipe-clean laminates for ease of cleaning.

Optional: Soft trim.

## Driver's Cab

A spacious, comfortable, quiet and ergonomically designed driver's cab giving excellent forward vision, enhanced by the use of a curved windscreen, is provided. The fully adjustable steering wheel ensures ease of reach to the operating switches.

## Flooring

All products offer low entry as standard with a floor constructed from rot and fire retarded 5/8" (15mm) Finnish Birch Plywood and covered with a hard wearing fully weldable PVC floor system available in a wide range of colors and designs to suit the operator's requirements. The joints between vertical panels and the floor are radiused making cleaning much easier.

## Heating and Ventilation

Thermo King air conditioning system to upper and lower decks.

TK Model TDD-M1 Southern (warm climate) specification cooling with R407c refrigerant.

TK Model TDD-M2 Northern (cold climate) specification cooling with R134a refrigerant.

TK Model TDD-M4 can be offered as an option for operators who can use only R407c refrigerant but require a Northern (cold climate) specification.

Floor level blown "warm air" heating system to upper and lower decks. (Northern cold climate spec.)

Driver's area with separate combined warm air demisting/heating and cooling system.

## Electrical System

The 24 volt electrical system is fully multiplexed, with hardware located in easy-to-access locations. The system provides intuitive On-board diagnostics via the driver's screen.

Dedicated expansion locations and interfaces are provided for additional customer equipment.

The chassis system wiring is integrated and routed through the body, to improve reliability and accessibility.

Bulkhead connections and modular wiring improve troubleshooting and ease of repair.

Driver's courtesy lighting provides well lit entry and exit.

Continuous saloon lighting is provided by stylish LED strips as standard.

LED lights are standard throughout the vehicle with the exception of the headlamps.

The choice of both 24v and 12v exterior lighting systems are offered.

Optional: Lighting check switch to ease driver's vehicle inspection.

## Destination Gear

Front, side & rear electronic LED destinations are offered as standard on all vehicles.

Streetside destination and front 'Run number' signs offered as options.

## Ramps

Powered ramp offered as standard. (Ricon SSR-1, 1:6 incline ramp).

## Seating

The body framing allows for a choice of transit or high back reclining seating in various configurations.

Up to 57 fixed 'transit type' seats in upper saloon.

Up to 31 fixed type seats in lower saloon including the three 'flip-up' seats in both wheelchair compartments.

## Wheelchair provision

Two ADA compliant wheelchair positions.

## Energy Absorbing Front and Rear Bumpers

Optional energy absorbing bumpers can be fitted at front and rear of vehicle.

## Bike Rack

2 or 3 Bicycle 'Bike Rack' stowage offered as options at front of vehicle.

## Tree Guards

Tree guards fitted to front corners of upper deck.

## DIMENSIONS

Overall length	42' 5 1/8" (12931mm)
Overall height	13' 6" (4115mm)
Overall width	8' 3" (2520mm)
Wheelbase	21' 1" + 4' 11" 6430mm (Inner) 1,500mm (Outer) (Drive and tag axle centers)
Front overhang	8' 1" (2478mm)
Rear overhang	8' 3" (2523mm)

## WEIGHT DATA

Front axle plated weight	15652 lbs (7100kg)
Drive axle plated weight	25352 lbs (11500kg)
Tag axle plated weight	15652 lbs (7100kg)
GVWR	56659 lbs (25700kg)



# ENVIRO<sup>500</sup>

42' (12.9m) Low Height Double Deck  
Transit or Commuter Bus  
(North America)

## Wide staircase



Easy to use, wide and well-lit staircase.

## Cost efficient



Lowest fuel consumption per passenger carried.

## Reliability



Reliable and proven engineering solutions incorporating acknowledged class-leading components.

## Maintenance



Easy and low cost maintenance

## More revenue



More space for revenue generating advertisements.

## Maneuverability



Simple to maneuver.

**Alexander Dennis Inc.**  
31566 Railroad Canyon Road #342  
Canyon Lake, CA 92587-9446 USA  
Tel: +1 951 244 9429

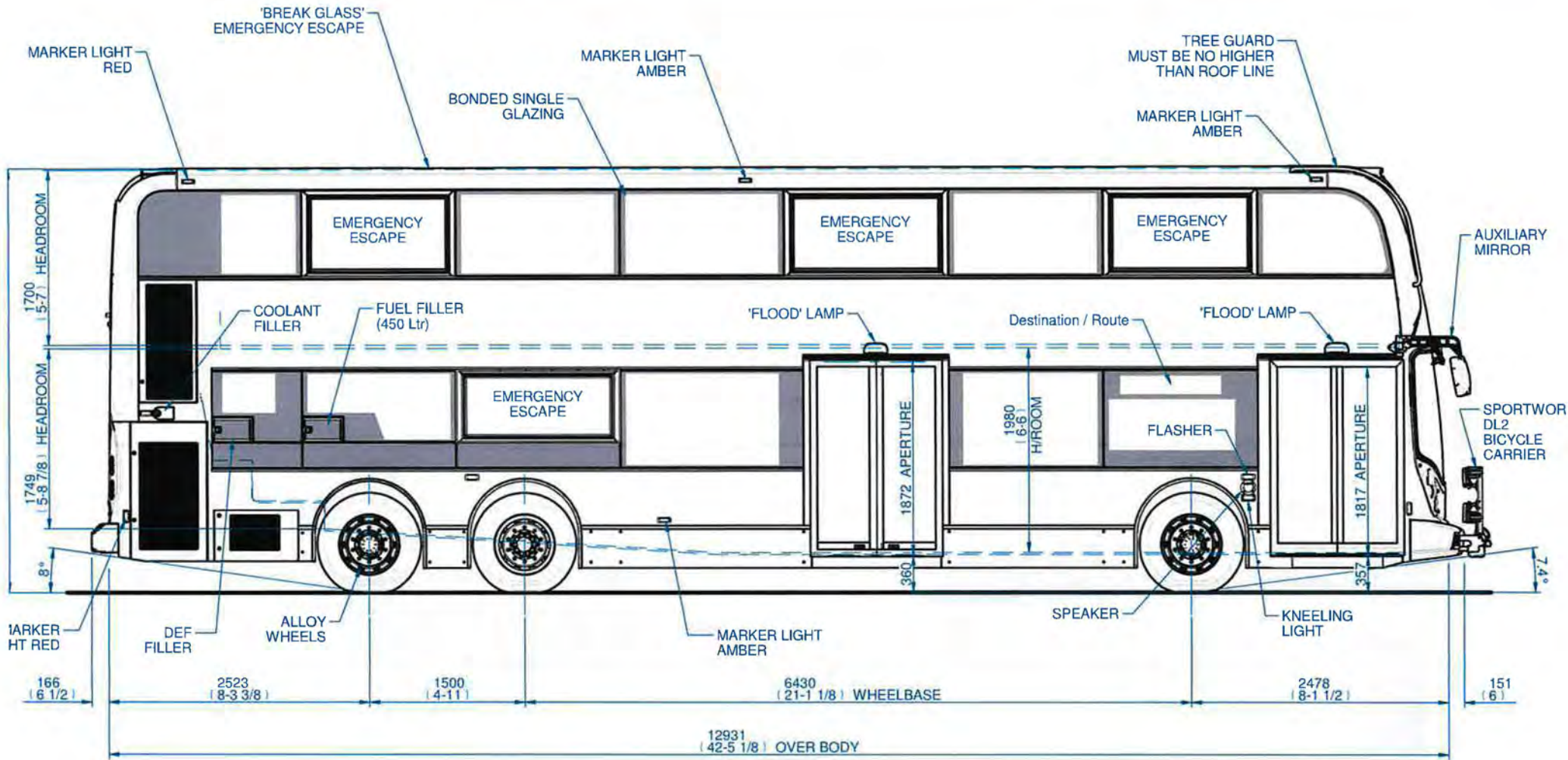
**Alexander Dennis (Canada) Inc.**  
130 Pippin Road, Unit B  
Vaughan, Ontario L4K 4X9 Canada  
Tel: +1 905 660 8400

[www.alexander-dennis.com](http://www.alexander-dennis.com)




Alexander Dennis' policy is one of continuous development. The right is reserved to change specifications of the models and items described. For the latest details always consult Alexander Dennis.



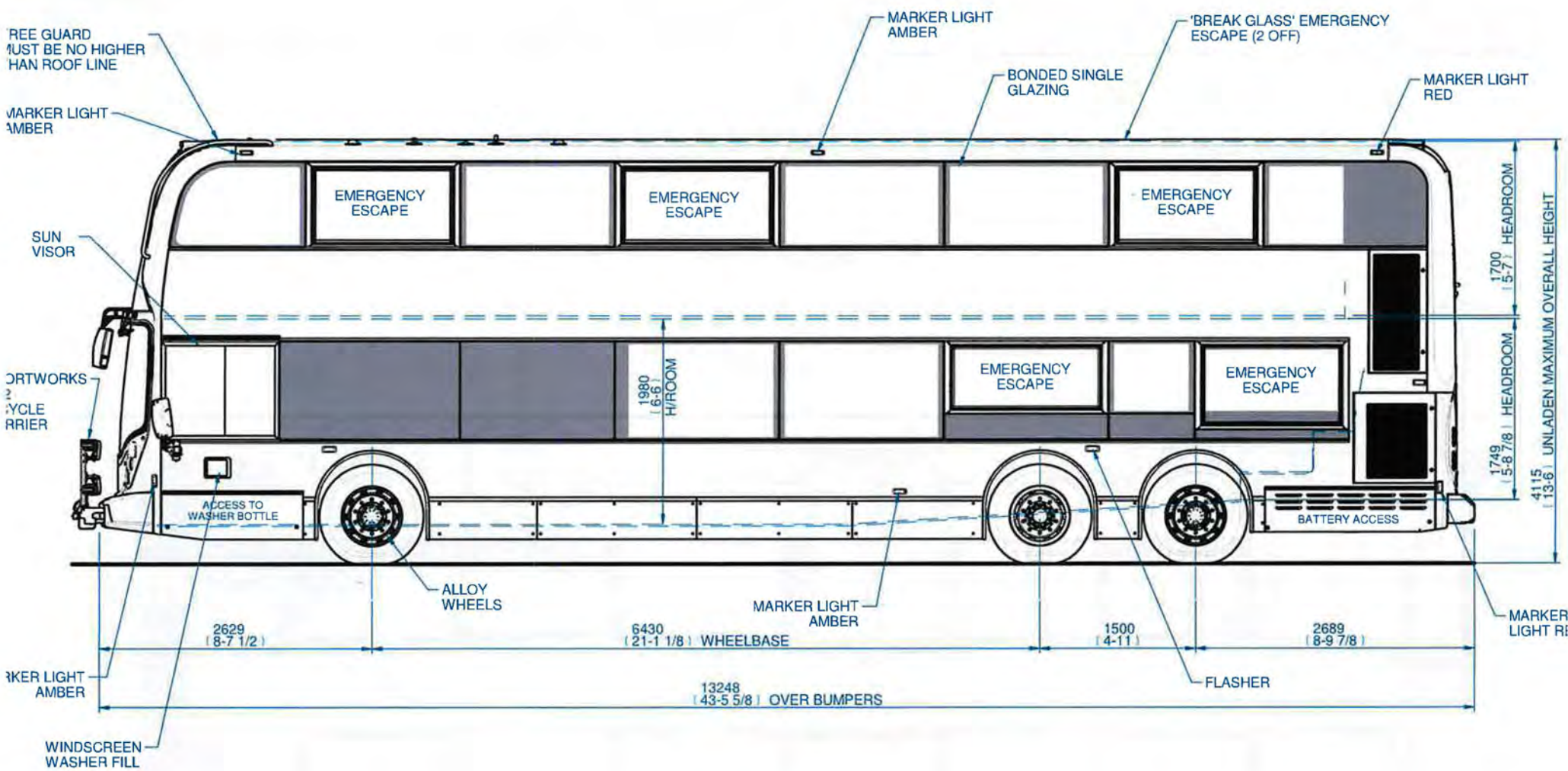


RIGHTHAND ELEVATION

TIRES : 305/70R 22.5

 <b>ALEXANDER DENNIS</b> Form No EN-059	<b>Rev</b> 01	<b>Date</b> 12-08-14	<b>Description</b> TURNING CIRCLE DETAIL ( SHEET 10 ) ADDED	<b>Name</b> P.F.	<b>Title :</b> ENVIRO 500 LOW HEIGHT 12.8m DENNIS E500 OFFSET T-DRIVE CHASSIS DISC BRAKES AND 'ZF' AV132 DRIVE AXLE REF : APTA SHOW VEHICLE	<b>Drawn :</b> P. Foster	<b>Seat Type :</b> L.S. Lazerzini Practico Low Back U.S. Lazerzini GT3600	<b>Iss No :</b> 01	<b>Page No :</b>
						<b>Date :</b> 22-05-14	<b>Drg No :</b> D525GA		
						<b>Enq :</b>	Alexander Dennis Ltd 91 Glasgow Road Falkirk FK1 4JB T-01324 621672 F-01324 621746		

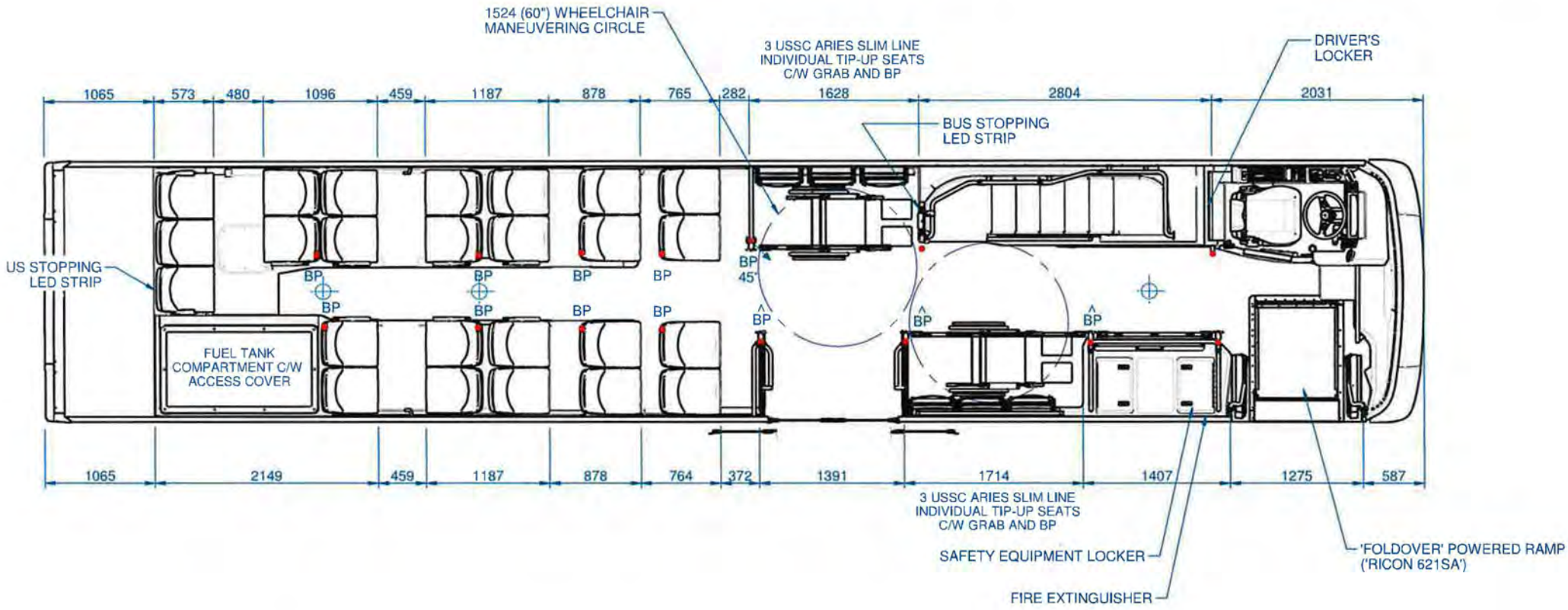




LEFTHAND ELEVATION

<p><b>ALEXANDER DENNIS</b></p> <p>Form No EN-059</p>	<table border="1"> <thead> <tr> <th>Rev</th> <th>Date</th> <th>Description</th> <th>Name</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>12-08-14</td> <td>TURNING CIRCLE DETAIL ( SHEET 10 ) ADDED</td> <td>P.F.</td> </tr> </tbody> </table>	Rev	Date	Description	Name	01	12-08-14	TURNING CIRCLE DETAIL ( SHEET 10 ) ADDED	P.F.	<p><b>Title :</b> ENVIRO 500 LOW HEIGHT 12.8m  DENNIS E500 OFFSET T-DRIVE CHASSIS  DISC BRAKES AND 'ZF' AV132 DRIVE AXLE  REF : APTA SHOW VEHICLE</p>	<p>Drawn : P. Foster</p>	<p>Seat Type :  L.S. Lazzzerini Practico Low Back  U.S. Lazzzerini GT3600</p>	<p>Iss No : 01</p>	<p>Page No : 2</p>
	Rev	Date	Description	Name										
	01	12-08-14	TURNING CIRCLE DETAIL ( SHEET 10 ) ADDED	P.F.										
		<p>Date : 22-05-14</p>	<p>Alexander Dennis Ltd  91 Glasgow Road  Falkirk FK1 4JB  T- 01324 621672 F- 01324 621746</p>	<p>Drg No :</p>	<p><b>D525GA</b></p>									
		<p>Enq :</p>												





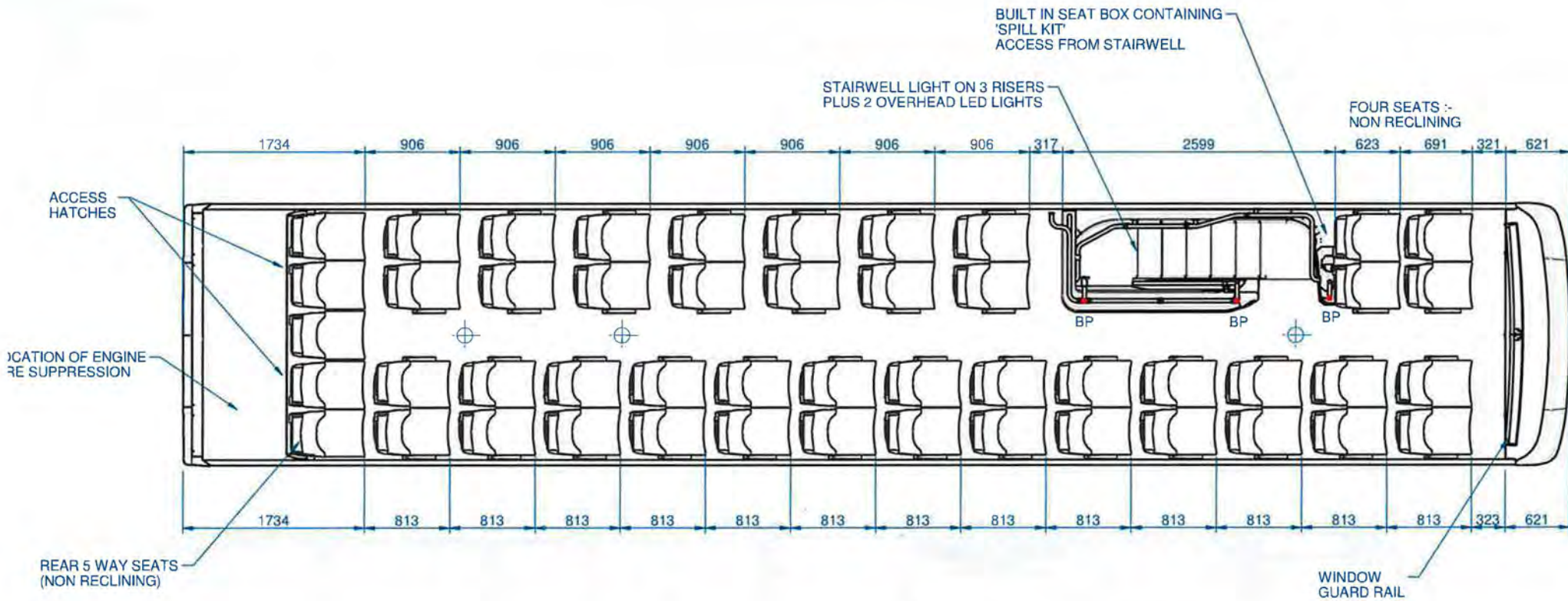
CHASSIS PLATED WEIGHT

<LE 1	7100kg	15652lbs
<LE 2	11500kg	25353lbs
<LE 3	7100kg	15652lbs
VW	25700kg	56659lbs

PER PASSENGER/DRIVER MASS = 68kg (150lbs)  
 WHEELCHAIR ALLOWANCE = 275kg (600lbs)


LOWER SALOON SEATING 31  
 STANDEES 17  
 OR 28 SEATED PLUS 1 WHEELCHAIR  
 OR 25 SEATED PLUS 2 WHEELCHAIRS

<p><b>ALEXANDER DENNIS</b></p> <p>Form No EN-059</p>	<table border="1"> <thead> <tr> <th>Rev</th> <th>Date</th> <th>Description</th> <th>Name</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>12-08-14</td> <td>TURNING CIRCLE DETAIL ( SHEET 10 ) ADDED</td> <td>P.F.</td> </tr> </tbody> </table>	Rev	Date	Description	Name	01	12-08-14	TURNING CIRCLE DETAIL ( SHEET 10 ) ADDED	P.F.	<p>Title : ENVIRO 500 LOW HEIGHT 12.8m</p> <p>DENNIS E500 OFFSET T-DRIVE CHASSIS          DISC BRAKES AND 'ZF' AV132 DRIVE AXLE</p> <p>REF : APTA SHOW VEHICLE</p>	<p>Drawn : P. Foster</p>	<p>Seat Type :</p> <p>Lower Saloon          Lazzerini Practico Low Back</p>	<p>Iss No : 01</p>	<p>Page No : 3</p>
	Rev	Date	Description	Name										
	01	12-08-14	TURNING CIRCLE DETAIL ( SHEET 10 ) ADDED	P.F.										
<p>Date : 22-05-14</p>	<p>Enq :</p>	<p>Drg No :</p>												
				<p>Alexander Dennis Ltd          91 Glasgow Road          Falkirk FK1 4JB          T- 01324 621672 F- 01324 621746</p>	<p><b>D525GA</b></p>									

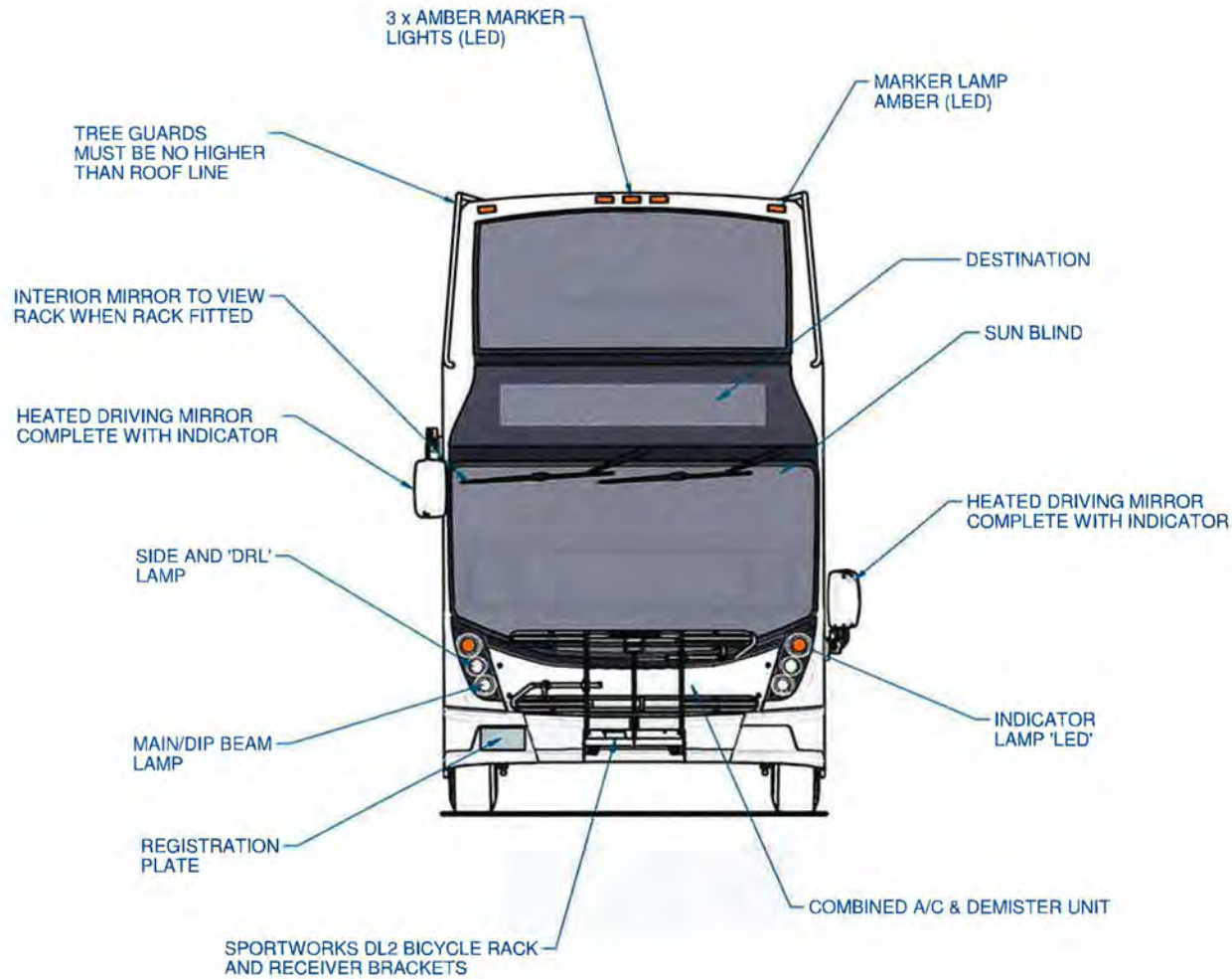


UPPER SALOON SEATING CAPACITY - 49

(ALL SEATS EXCEPT REAR 5 WAY AND Nos 1 & 2 LHS FRONT RECLINE)

 <b>ALEXANDER DENNIS</b> Form No EN-059	Rev	Date	Description	Name	<b>Title :</b> ENVIRO 500 LOW HEIGHT 12.8m DENNIS E500 OFFSET T-DRIVE CHASSIS DISC BRAKES AND 'ZF' AV132 DRIVE AXLE REF : APTA SHOW VEHICLE	Drawn :	P. Foster	Seat Type : Upper Saloon Lazzerini GT3600 Alexander Dennis Ltd 91 Glasgow Road Falkirk FK1 4JB T- 01324 621672 F- 01324 621746	Iss No :	01	Page No :	2
	01	12-08-14	TURNING CIRCLE DETAIL ( SHEET 10 ) ADDED	P.F.		Date :	22-05-14		Enq :	Drg No :	D525GA	





FRONT ELEVATION

Rev	Date	Description	Name
01	12-08-14	TURNING CIRCLE DETAIL ( SHEET 10 ) ADDED	P.F.

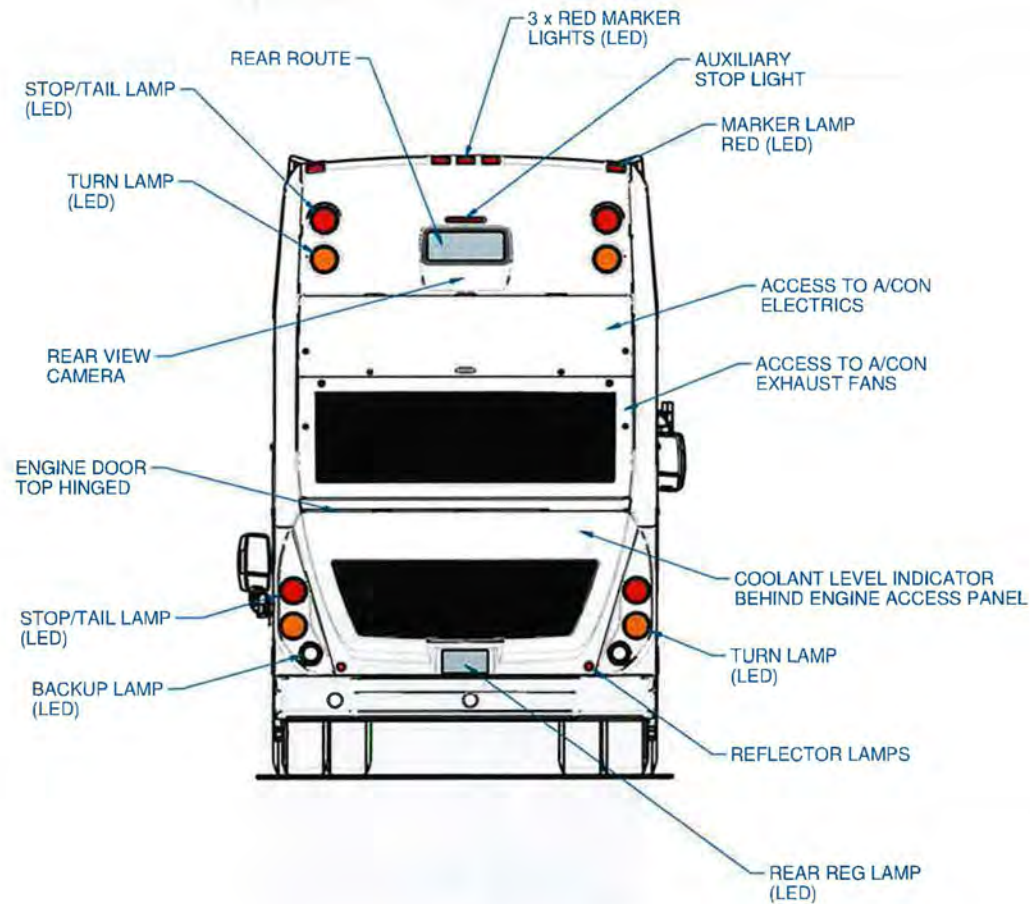
Title : ENVIRO 500 LOW HEIGHT 12.8m  
DENNIS E500 OFFSET T-DRIVE CHASSIS  
DISC BRAKES AND 'ZF' AV132 DRIVE AXLE  
REF : APTA SHOW VEHICLE

Drawn : P. Foster  
Date : 22-05-14  
Enq :


Seat Type :  
L.S. Lazzzerini Practico Low Back  
U.S. Lazzzerini GT3600  
Alexander Dennis Ltd  
91 Glasgow Road  
Falkirk FK1 4JB  
T- 01324 621672 F- 01324 621746

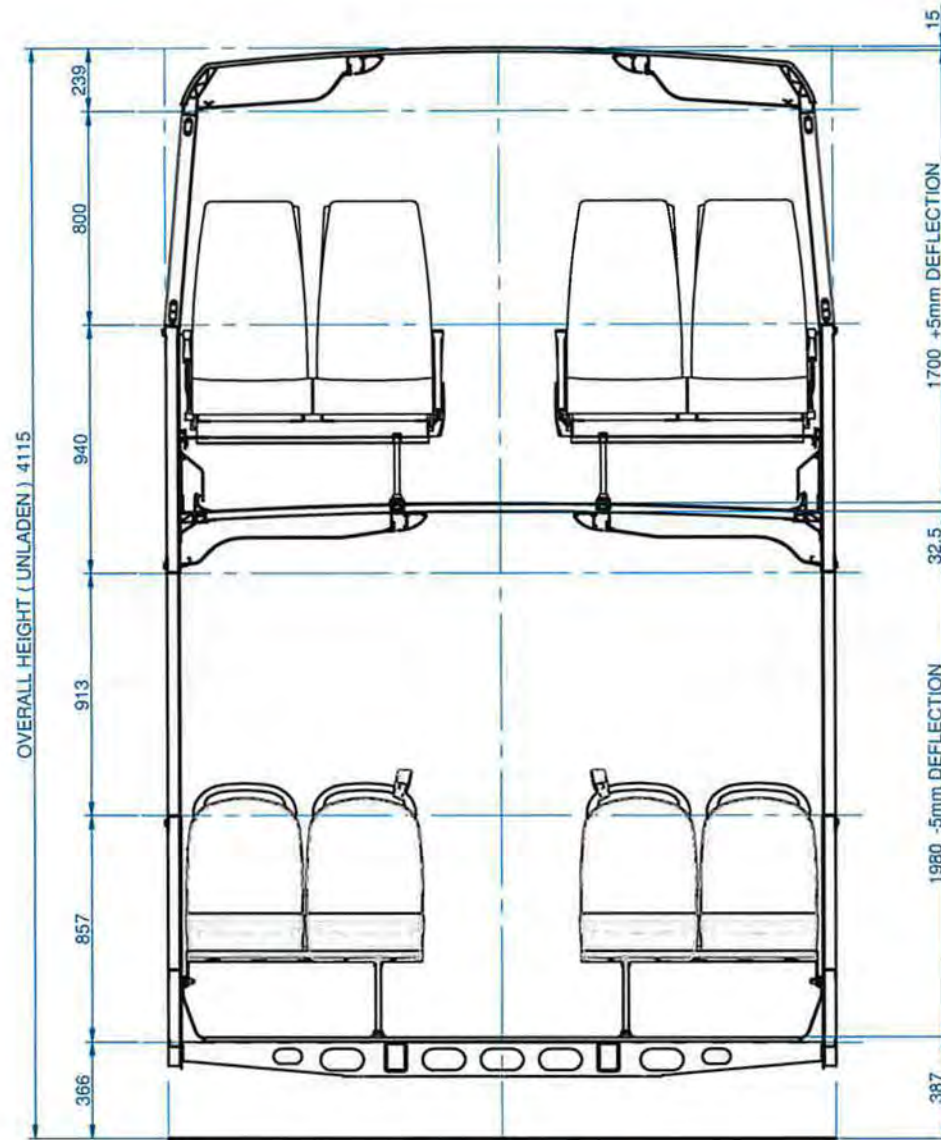
Iss No : 01  
Page No :  
Drg No : D525GA





REAR ELEVATION

 <b>ALEXANDER DENNIS</b> Form No EN-059	Rev	Date	Description	Name	<b>Title :</b> ENVIRO 500 LOW HEIGHT 12.8m DENNIS E500 OFFSET T-DRIVE CHASSIS DISC BRAKES AND 'ZF' AV132 DRIVE AXLE REF : APTA SHOW VEHICLE	Drawn :	Seat Type :	Iss No :	Page No :
	01	12-08-14	TURNING CIRCLE DETAIL ( SHEET 10 ) ADDED	P.F.		P. Foster	L.S. Lazerini Practico Low Back U.S. Lazerini GT3600	01	
						Date :	Alexander Dennis Ltd 91 Glasgow Road Falkirk FK1 4JB T- 01324 621672 F- 01324 621746	Drg No :	D525GA
						Enq :			



UNLADEN GROUND LINE



Form No EN-059

Rev	Date	Description	Name
01	12-08-14	TURNING CIRCLE DETAIL ( SHEET 10 ) ADDED	P.F.

Title : ENVIRO 500 LOW HEIGHT 12.8m  
 DENNIS E500 OFFSET T-DRIVE CHASSIS  
 DISC BRAKES AND 'ZF' AV132 DRIVE AXLE  
 REF : APTA SHOW VEHICLE

Drawn : P. Foster  
 Date : 22-05-14  
 Enq :

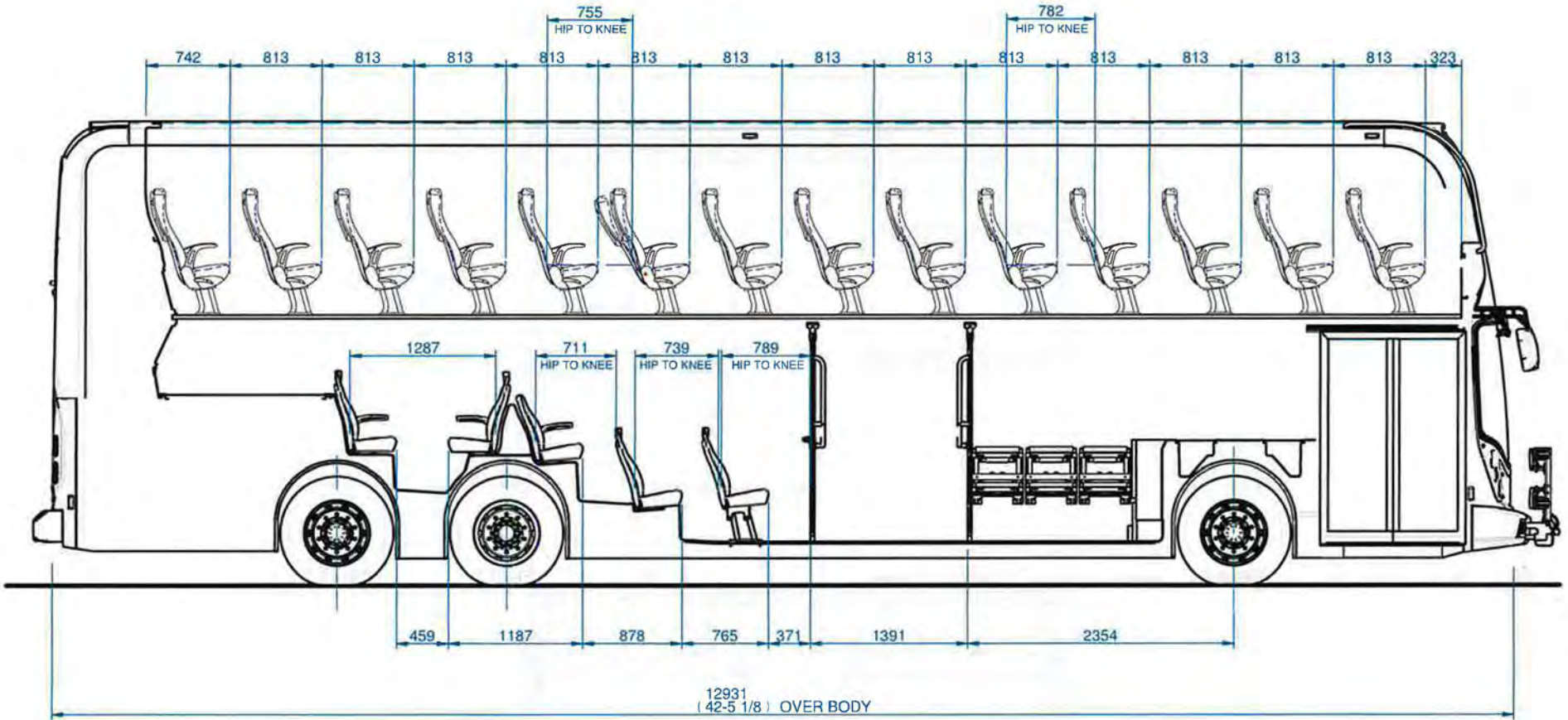
Seat Type :  
 L.S. Lazerini Practico Low Back  
 U.S. Lazerini GT3600  
 Alexander Dennis Ltd  
 91 Glasgow Road  
 Falkirk FK1 4JB  
 T- 01324 621672 F- 01324 621746

Iss No : 01  
 Page No :  
 Drg No : D525GA



HIP TO KNEE ACHIEVED WITH  
12" FULL RECLINE  
MIN REQUIREMENT 26.5" ( 673mm )

HIP TO KNEE ACHIEVED  
WITH BOTH SEATS IN THE  
UPRIGHT POSITION



RIGHTHAND ELEVATION



Form No EN-059

Rev	Date	Description	Name
01	12-08-14	TURNING CIRCLE DETAIL ( SHEET 10 ) ADDED	P.F.

Title : ENVIRO 500 LOW HEIGHT 12.8m  
DENNIS E500 OFFSET T-DRIVE CHASSIS  
DISC BRAKES AND 'ZF' AV132 DRIVE AXLE  
REF : APTA SHOW VEHICLE

Drawn : P. Foster  
Date : 22-05-14  
Enq :

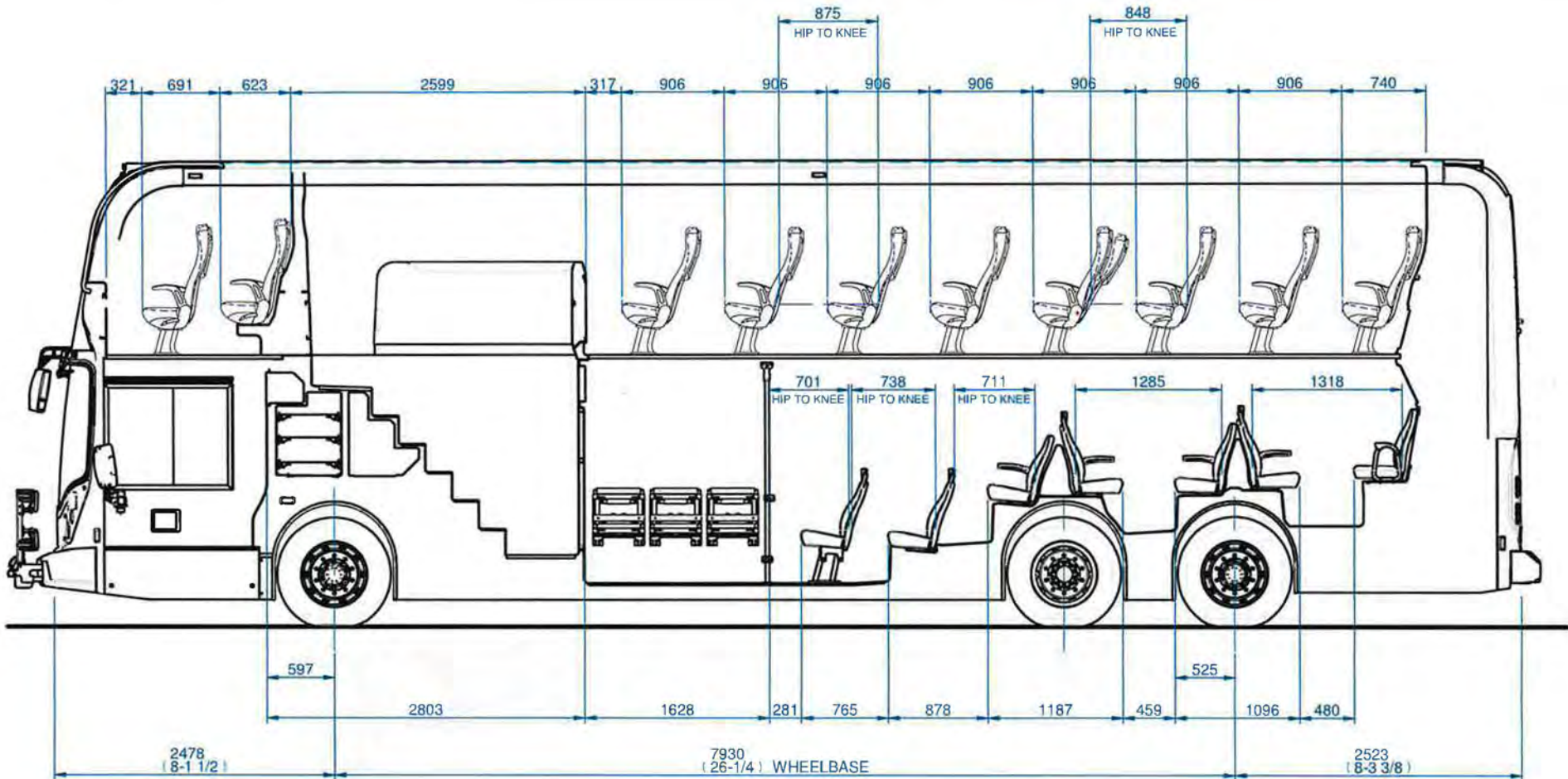
Seat Type :  
L.S. Lazzerini Practico Low Back  
U.S. Lazzerini GT3600  
Alexander Dennis Ltd  
91 Glasgow Road  
Falkirk FK1 4JB  
T- 01324 621672 F- 01324 621746

Iss No : 01  
Page No : 8  
Drg No : D525GA



HIP TO KNEE ACHIEVED WITH BOTH SEATS IN THE UPRIGHT POSITION

HIP TO KNEE ACHIEVED WITH 12° FULL RECLINE MIN REQUIREMENT 26.5" ( 673mm )



LEFTHAND ELEVATION



Form No EN-059

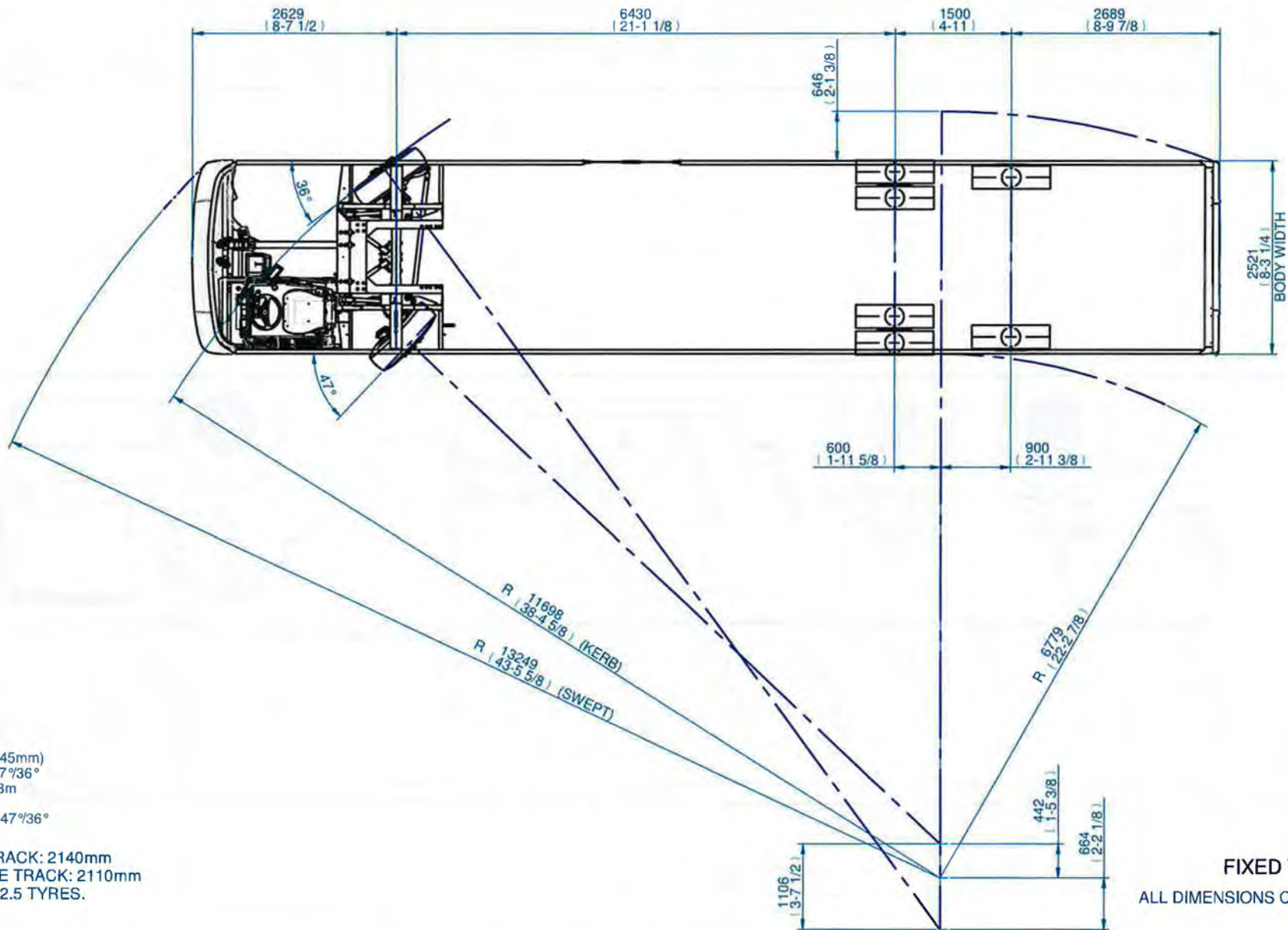
Rev	Date	Description	Name
01	12-08-14	TURNING CIRCLE DETAIL ( SHEET 10 ) ADDED	P.F.

Title : ENVIRO 500 LOW HEIGHT 12.8m  
 DENNIS E500 OFFSET T-DRIVE CHASSIS  
 DISC BRAKES AND 'ZF' AV132 DRIVE AXLE  
 REF : APTA SHOW VEHICLE

Drawn : P. Foster  
 Date : 22-05-14  
 Enq :

Seat Type :  
 L.S. Lazerini Practico Low Back  
 U.S. Lazerini GT3600  
 Alexander Dennis Ltd  
 91 Glasgow Road  
 Falkirk FK1 4JB  
 T- 01324 621672 F- 01324 621746

Iss No : 01  
 Page No : 9  
 Drg No : D525GA



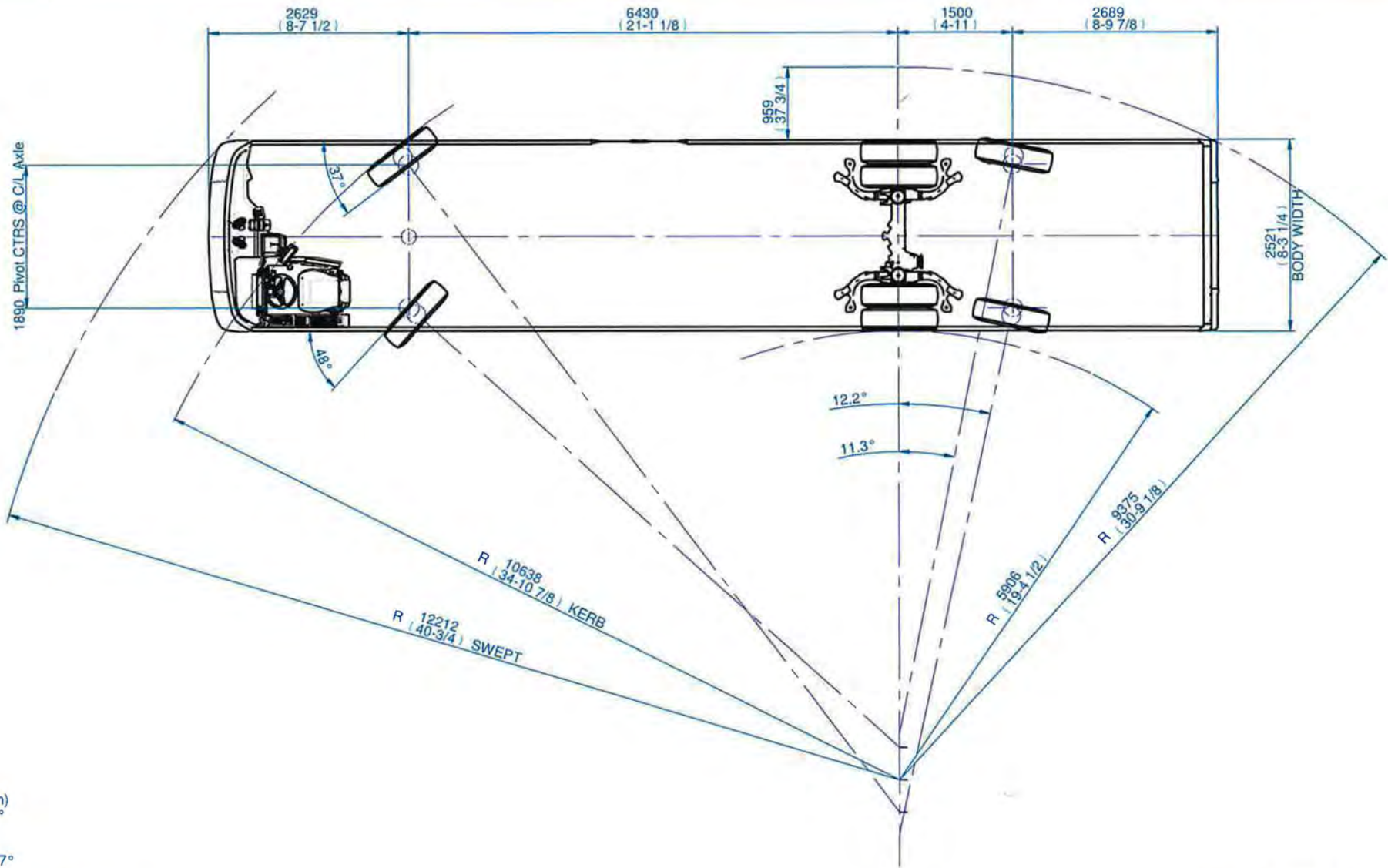
Note:  
 Axle : ZF (Width-2545mm)  
 Axle Lock Angle : 47°/36°  
 Bus Length : 13.248m  
 Bus Width : 2.55m  
 Wheel Lock Angle: 47°/36°

FRONT AXLE TRACK: 2140mm  
 FIXED TAG AXLE TRACK: 2110mm  
 WITH 305/70 R22.5 TYRES.

**FIXED TAG AXLE**  
 ALL DIMENSIONS CAD CALCULATED

 <b>EXANDER DENNIS</b> Form No EN-059	<b>Rev</b> 01	<b>Date</b> 12-08-14	<b>Description</b> TURNING CIRCLE DETAIL ( SHEET 10 ) ADDED	<b>Name</b> P.F.	<b>Title :</b> ENVIRO 500 LOW HEIGHT 12.8m DENNIS E500 OFFSET T-DRIVE CHASSIS DISC BRAKES AND 'ZF' AV132 DRIVE AXLE  REF : APTA SHOW VEHICLE	<b>Drawn :</b> P. Foster	<b>Seat Type :</b> L.S. Lazerini Practico Low Back U.S. Lazerini GT3600  Alexander Dennis Ltd 91 Glasgow Road Falkirk FK1 4JB T- 01324 621672 F- 01324 621746	<b>Iss No :</b> 01	<b>Page No :</b> 1
						<b>Date :</b> 22-05-14		<b>Enq :</b>	<b>Drg No :</b> D525GA






Note:  
 Axle : ZF (Width-2545mm)  
 Axle Lock Angle : 48°/37°  
 Bus Length : 13.248m  
 Bus Width : 2.55m  
 Wheel Lock Angle: 48°/37°

FRONT AXLE TRACK: 2140mm  
 STEERED TAG AXLE TRACK: 2110mm  
 WITH 305/70 R22.5 TYRES.

STEERED TAG AXLE

ALL DIMENSIONS CAD CALCULATED

 Form No EN-059	Rev	Date	Description	Name	Title : ENVIRO 500 LOW HEIGHT 12.8m DENNIS E500 OFFSET T-DRIVE CHASSIS DISC BRAKES AND 'ZF' AV132 DRIVE AXLE REF : APTA SHOW VEHICLE	Drawn :	Seat Type :	Iss No : 01	Page No : 1
	01	12-08-14	TURNING CIRCLE DETAIL ( SHEET 10 ) ADDED	P.F.		Date : 22-05-14			
							Enq :	Alexander Dennis Ltd 91 Glasgow Road Falkirk FK1 4JB T- 01324 621672 F- 01324 621746	





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 6.1**

**TO:** Regional Transportation Commission

**FROM:** Jeff Wilbrecht, P.E.  
Engineer II



\_\_\_\_\_  
Lee G. Gibson, AICP  
Executive Director

**SUBJECT: Virginia Street Bus RAPID Transit Extension Monthly Progress Update -  
Plumb to Liberty & Maple to 15th**

**RECOMMENDATION**

Acknowledge receipt of the Virginia Street Bus RAPID Transit (BRT) Extension monthly progress report.

**SUMMARY**

Federal Grant Process:

The project executed the Small Starts Capital Investments Grant from the Federal Transit Administration in early October.

Early Work Utility Project:

This is complete.

Roadway Reconstruction and BRT Project:

Construction is well underway and on schedule in the South Virginia-Midtown segment of the project. Work during this past reporting period has continued in the area south of Mt Rose Street with the majority of side streets nearing completion. Work south of Mt Rose Street is nearing completion with construction activities primarily associated with preparing for final paving planned for the end of the October and early November.

In addition, work began progressing northward from Mt Rose Street on the west side of Virginia Street. This work scope is associated with work adjacent to the roadway and includes preparation and placement of curb, gutter, sidewalk, installation of street lighting infrastructure, and tree irrigation infrastructure.

Although early into the construction scope of work, the project is progressing well and is on schedule.

Outreach Activities:

During the month of September the outreach effort continued.

The project team has continued its communications efforts as part of our strategic approach to keep stakeholders informed of construction activity, project updates, and listen to and address concerns and questions they may have.

Press releases were shared with stakeholders regarding major work activities on both mainline South Virginia Street and side streets.

The RTC has also continued the weekly project-update videos that started in March to provide the public with visual information in a new format. The videos are posted on social media sites, YouTube, the project website and in our weekly stakeholder updates.

The community is encouraged to continue to share their positive Midtown experiences on social media using the hashtag #VirginiaStreetProject for an opportunity to receive a gift card to a participating Midtown business.

Supporting the project team's goal of strong and extensive outreach and community awareness, there have been a number of media stories published and broadcast about the project that illustrate the accessibility to Midtown and progress of construction. Much of the coverage has been positive underscoring construction is not as bad as was expected by many of the businesses, and in some cases business has increased or remained steady. Additionally, the Lyft 50 percent discount up to \$10 has helped transport visitors to Midtown.

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

**FISCAL IMPACT**

Funding for work tasks associated with the utility phase of the project have been approved with the FY 2019 Program of Projects and is included in the current approved RTC budget. There is no additional cost in connection with this agenda item.

**PREVIOUS ACTIONS BY BOARD**

May 20, 2019                      Approved the Construction Agreement between RTC and SNC (CMAR) for Phase 2 of the Virginia Street Bus RAPID Transit Extension Project

May 20, 2019                      Approved the Professional Services Agreement between RTC and Atkins North America (Atkins) for Construction Support Services on Phase 2 of the Virginia Street Bus RAPID Transit Extension Project.

- March 15, 2019 Approved Interlocal Corporative Agreement between RTC and City of Reno to transfer funds to the City of Reno for the selection, procurement, and installation of benches and bike racks in Midtown.
- July 20, 2018 Approved a Professional Services Agreement with Atkins for the Construction Management Services for the utility construction phase. Approved an Agreement with SNC for the construction of the early work utility construction phase. Authorized the finalization and execution of five utility relocation and reimbursement agreements into the agreement for early construction work.
- June 15, 2018 Approved an Amendment to the CMAR Pre-Construction Agreement between the RTC and SNC for the Virginia Street Bus RAPID Extension Project
- May 21, 2018 Approved a Request for Proposals (RFP) for Construction Services for the Virginia Street Bus RAPID Transit Extension Project.
- June 17, 2016 Approved the Final Rankings of the Proposers and Selection of a Contractor for Construction Manager at Risk (CMAR) for Pre-Construction Services and authorized the Executive Director to execute a Pre-Construction Services Agreement with SNC for the Virginia Street RAPID Extension Project.
- March 18, 2016 Approved the RFP for the CMAR method of project delivery for the Virginia Street Bus RAPID Transit Extension Project.
- March 18, 2016 Approved Amendment No. 1 to the Professional Services Agreement with NCE for Final Design for the Virginia Street Bus RAPID Transit Extension Project.
- October 16, 2015 Acknowledged receipt of an update on the Virginia Street Bus RAPID Transit Extension Project and approve the local preferred alternative.
- August 21, 2015 Acknowledged receipt of an update and provided direction on the alternative selection for the Virginia Street Bus RAPID Transit Extension Project.
- October 17, 2014 Approved the selection of NCE for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.
- July 25, 2014 Approved the RFP for Preliminary Engineering and Environmental services for the Virginia Street Bus RAPID Transit Extension Project.

**ADVISORY COMMITTEE(S) RECOMMENDATION**

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





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 7.1**

**TO:** Regional Transportation Commission

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

  
for Lee G. Gibson, AICP  
Executive Director

**SUBJECT: NDOT Spaghetti Bowl Express (SBX) Project Update**

**RECOMMENDATION**

Acknowledge receipt of the NDOT Spaghetti Bowl Project monthly progress report and provide input accordingly.

**SUMMARY**

Receive a report from the Nevada Department of Transportation (NDOT) regarding design progress of the SBX.

**FISCAL IMPACT**

There is no RTC cost in connection with this agenda item.

**PREVIOUS ACTIONS BY BOARD**

- September, 2019                      Received report on the Spaghetti Bowl Project
- August 16, 2019                     Received report on the Spaghetti Bowl Project
- October 22, 2018                    Acknowledged receipt of an update on the project

**ADVISORY COMMITTEE(S) RECOMMENDATION**

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



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 8.1**

**TO:** Regional Transportation Commission

**FROM:**

A blue ink signature of Lee G. Gibson, consisting of several overlapping loops and a long horizontal stroke extending to the right.

\_\_\_\_\_  
Lee G. Gibson, AICP  
Executive Director

**SUBJECT: Legal Counsel Report**

The monthly Regional Transportation Commission (RTC) agenda includes a standing item for staff and legal counsel to provide information on any legal issues facing the RTC. This allows the Board to discuss such issues and provide direction to staff or take action as necessary.

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



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

October 24, 2019

**AGENDA ITEM 9**

**TO:** Regional Transportation Commission

**FROM:**   
Lee G. Gibson, AICP  
Executive Director

**SUBJECT: Public Input**

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

LGG/dt