

**Location:**



**REGIONAL TRANSPORTATION COMMISSION**  
**1105 Terminal Way, 1<sup>st</sup> Floor Great Room, Reno, NV**  
**Date/Time: 10:00 A.M., Friday, May 17, 2024**

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

- I. The Regional Transportation Commission Great Room 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 Michelle Kraus at 775-348-0400 and you will receive a response within five business days. Supporting documents may also be found on the RTC website: [www.rtcwashoe.com](http://www.rtcwashoe.com).
- II. This meeting will be televised live and replayed on RTC's YouTube channel at: [bit.ly/RTCWashoeYouTube](https://bit.ly/RTCWashoeYouTube)
- III. Members of the public in attendance at the meeting may provide public comment (limited to three minutes) after filling out a request to speak form at the meeting. Members of the public that would like to provide presentation aids must bring eight (8) hard copies to be distributed to the Board members at the meeting. Alternatively, presentation aids may be emailed, in PDF format only, to [mkraus@rtcwashoe.com](mailto:mkraus@rtcwashoe.com) prior to 4:00 p.m. on the day preceding the meeting to be distributed to the Board members in advance of the meeting. Members of the public may also provide public comment by one of the following methods: (1) emailing comments to: [rtcpubliccomments@rtcwashoe.com](mailto:rtcpubliccomments@rtcwashoe.com); or (2) leaving a voicemail (limited to three minutes) at (775) 335-0018. Comments received prior to 4:00 p.m. on the day preceding the meeting will be entered into the record.
- IV. The Commission may combine two or more agenda items for consideration and/or may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.
- V. The supporting materials for the meeting will be available at <https://rtcwashoe.com/news/board-meeting-notes/>. In addition, a member of the public may request supporting materials electronically from Michelle Kraus at the following email address: [mkraus@rtcwashoe.com](mailto:mkraus@rtcwashoe.com).

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**1. Call to Order:**

- 1.1. Roll Call
- 1.2. Pledge of Allegiance
- 1.3. Special Recognitions
  - 1.3.1 National Public Works Week Proclamation - APWA

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

**3. Approval of Agenda (For Possible Action)**

**4. Consent Items (For Possible Action):**

- 4.1. Minutes
  - 4.1.1 Approve the meeting minutes for the 04/19/2024 RTC Board meeting.  
(For Possible Action)

## 4.2. Reports

- 4.2.1 Acknowledge receipt of the monthly Procurement Activity Report. (For Possible Action)
- 4.2.2 Acknowledge receipt of the monthly Planning Activity Report. (For Possible Action)
- 4.2.3 Acknowledge receipt of the Summary Report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (For Possible Action)
- 4.2.4 Acknowledge receipt of the monthly Engineering Activity Report. (For Possible Action)
- 4.2.5 Acknowledge receipt of the monthly Public Transportation and Operations Report. (For Possible Action)
- 4.2.6 Acknowledge receipt of the monthly Community and Media Outreach Activities. (For Possible Action)

## 4.3. Planning Department

- 4.3.1 Acknowledge receipt of a report regarding the status of the 2050 Regional Transportation Plan (RTP) Update. (For Possible Action)
- 4.3.2 Approve the FY 2025 Shared Work Program with the Truckee Meadows Regional Planning Agency (TMRPA). (For Possible Action)
- 4.3.3 Receive the 2024 Final Report from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) regarding the federally required Transportation Management Area Planning Certification Review. (For Possible Action)

## 4.4. Engineering Department

- 4.4.1 Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a fee simple interest in the entirety of APN 013-082-10, a fee simple interest in a portion of APN 013-082-14, and a temporary construction easement on a portion of APN 013-082-14 from ZRA Enterprises LTD, which are needed to construct the Mill Street Capacity and Safety project. (For Possible Action)

## 4.5. Public transportation/Operations Department

- 4.5.1 Approve the purchase of fifteen (15) Allstar – FORD E450 CNG Cutaway vehicles from Model 1 Commercial Vehicles (formerly Creative Bus Sales) utilizing the State of Nevada Fleet Vehicles Procurement Contract No. 99SWC-S1495, for an amount not-to-exceed \$3,270,060. (For Possible Action)
- 4.5.2 Approve a contract with RFI Enterprises, Inc., for the Security Cameras and Access Controls Maintenance Agreement for RTC facilities, for a total not-to-exceed amount of \$586,673. (For Possible Action)

## 5. Public Hearing:

- 5.1. Conduct a public hearing regarding approval of Amendment No. 3 to the FFY 2023-2027 Regional Transportation Improvement Program (RTIP); adopt a resolution approving Amendment No. 3 to the FFY 2023-2027 Regional Transportation Improvement Program (RTIP). (For Possible Action)
  - a. Staff Presentation
  - b. Public Hearing
  - c. Action

**6. Discussion Items and Presentations:**

- 6.1. Acknowledge receipt of the 2023 Annual Report. (For Possible Action)
- 6.2. Evaluate the Executive Director's annual performance as it pertains to the duties and obligations of the position and accomplishments for Fiscal Year 2024, and consider approval of a compensation adjustment if the Executive Director's performance has been satisfactory or better. (For Possible Action)
- 6.3. Acknowledge receipt of the Mill Street Capacity and Safety Project update. (For Possible Action)

**7. Reports (Information Only):**

- 7.1. Monthly verbal update/messages from RTC Executive Director Bill Thomas - no action will be taken.
- 7.2. Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - no action will be taken.
- 7.3. Monthly verbal update/messages from NDOT Director Tracy Larkin Thomason or designated NDOT Deputy Director - no action will be taken.

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

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

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

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



**NATIONAL PUBLIC WORKS WEEK PROCLAMATION**

**May 19 – 25, 2024**

**"Advancing Quality of Life for All"**

**WHEREAS**, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Washoe County, Nevada; and,

**WHEREAS**, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

**WHEREAS**, it is in the public interest for the citizens, civic leaders and children in Washoe County, Nevada to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

**WHEREAS**, the year 2024 marks the 64<sup>th</sup> annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

**RESOLVED, I, Bill Thomas, on behalf of Ed Lawson, Chair of the Regional Transportation Commission of Washoe County, do hereby designate the week May 19 – 25, 2024 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.**

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the State (to be affixed),

DONE on this 17<sup>th</sup> day of May 2024.

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY, NEVADA

By \_\_\_\_\_  
Ed Lawson, RTC Chairman





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/17/2024

**Agenda Item:** 4.1.1

To: Regional Transportation Commission

From: Michelle Kraus, Clerk of the Board

**SUBJECT: Draft Meeting Minutes for 04/19/2024**

**RECOMMENDED ACTION**

Approve the meeting minutes for the 04/19/2024 RTC Board meeting.

**BACKGROUND AND DISCUSSION**

See attached for Background and Discussion.

**FISCAL IMPACT**

There is no fiscal impact related to this item.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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**REGIONAL TRANSPORTATION COMMISSION  
WASHOE COUNTY, NEVADA**

**FRIDAY**

**10:00 A.M.**

**April 19, 2024**

**PRESENT:**

**Ed Lawson, Mayor of Sparks  
Alexis Hill, Vice Chair, Washoe County Commissioner  
Devon Reese, Reno City Council (Left @ 10:25 a.m.)  
Mariluz Garcia, Washoe County Commissioner**

**Bill Thomas, RTC Executive Director  
Adam Spear, Legal Counsel  
Sajid Sulahria, Deputy Director of NDOT**

**ABSENT:**

**Hillary Schieve, Mayor of Reno**

The regular monthly meeting, held in the 1<sup>st</sup> Floor Great Room at Regional Transportation Commission of Washoe County, Reno, Nevada, was called to order by Chair Lawson. The Board conducted the following business:

***Item 1           CALL TO ORDER***

- 1.1 Roll Call
- 1.2 Pledge of Allegiance

***Item 2           PUBLIC INPUT***

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

***Item 3           APPROVAL OF AGENDA***

On motion of Commissioner Reese to approve agenda, seconded by Vice Chair Hill, which motion unanimously carried, Chair Lawson ordered that the agenda for this meeting be approved.

***Items 4          CONSENT ITEMS***

**4.1 Minutes**

- 4.1.1 Approve minutes from 02/16/2024 Board meeting. (For Possible Action)
- 4.1.2 Approve the meeting minutes for the 03/22/2024 RTC Board Retreat meeting. (For Possible Action)

**4.2. Reports**

- 4.2.1 Acknowledge receipt of the monthly Procurement Activity Report. (For Possible Action)
- 4.2.2 Acknowledge receipt of the monthly Planning Activity Report. (For Possible Action)

- 4.2.3 Acknowledge receipt of the monthly summary report for the Technical, Citizens Multimodal, and Regional Road Impact Fee Advisory Committees. (For Possible Action)
- 4.2.4 Acknowledge receipt of the monthly Engineering Activity Report. (For Possible Action)
- 4.2.5 Acknowledge receipt of the monthly Public Transportation and Operations Activity Report. (For Possible Action)
- 4.2.6 Acknowledge receipt of the monthly Outreach Report from the Communications staff. (For Possible Action)

#### **4.3 Planning Department**

- 4.3.1 Approve an Interlocal Cooperative Agreement with the University of Nevada, Reno for the Intersection Safety Priority project, in the amount of \$30,000. (For Possible Action)

#### **4.4 Engineering Department**

- 4.4.1 Approve a contract with Kimley-Horn and Associates, Inc., for design services and engineering during construction for the Traffic Signal Fiber 25-01 Project, in an amount not-to-exceed \$496,134. (For Possible Action)

#### **4.5 Public Transportation/Operations Department**

- 4.5.1 Acknowledge receipt of this quarterly Construction/Maintenance update on Transit Stops as presented to the Citizens Multimodal Advisory Committee on April 3. (For Possible Action)
- 4.5.2 Approve the RTC Safety Management System Plan (Safety Management Plan) as required by 49 C.F.R. Part 673. (For Possible Action)

#### **4.6 Executive, Administrative and Finance Department**

- 4.6.1 Approve a contract with Nichols Consulting Engineers to conduct a study to identify and summarize current roadway maintenance practices and available funding in the Washoe County Metropolitan Planning Organization (MPO) boundary, in an amount not-to-exceed \$163,000. (For Possible Action)
- 4.6.2 Approve Amendment No. 3 to the contract with Loomis Armored US, LLC for Armored Car Services for cash pick-up and delivery, in the amount of \$833,005, for a new total not to-exceed amount of \$2,587,511. (For Possible Action)
- 4.6.3 Approve modifications to RTC Personnel Rule 5.7 regarding employee pay-for-performance, to allow the Board to later consider and approve an employee cost-of-living adjustment and performance-based salary increases for this fiscal year during its final review of the FY 2025 budget. (For Possible Action)
- 4.6.4 Approve revised bylaws for the Regional Transportation Commission of Washoe County. (For Possible Action)
- 4.6.5 Approve revised bylaws for the Regional Transportation Commission of Washoe County. (For Possible Action)

On motion of Commissioner Reese to approve agenda, seconded by Vice Chair Hill, which motion unanimously carried, Chair Lawson ordered that the consent items for this meeting be approved.

#### ***Item 5 DISCUSSION ITEMS AND PRESENTATIONS***

Commissioner Reese asked to start the discussion and presentations with 5.3 and 5.4, due to needing to leave the meeting early for a funeral.

- 5.3 Review a report from the RTC's Director of Finance regarding the Fiscal Year 2024 increase in the indexed fuel taxes in Washoe County that will become effective on July 1, 2024, as required by NRS 373.067 and WCC § 20.43416. (Informational Only)
- 5.4 Acknowledge receipt of the Fiscal Year 2025 RTC Tentative Budget. (For Possible Action)

Christian Schonlau, RTC Director of Finance/CFO gave presentations and spoke on how fuel taxing works. The fuel tax increase for this year is 3.98%.

Moving right into the tentative budget now, I must thank everyone in the RTC for assisting with the budget. It is not just a finance effort but takes the work of all of the Board members, our Director's and everyone in this office to get to this point.

At the board retreat in March, you emphasized the goals and objectives that you would like us to attain over the next year. I and my team have incorporated that into our tentative budget, which we submitted to the Department of Taxation last Friday due to statutory deadlines. Today I'm providing an input, and I'd like you to give direction and any input you have on the budget again so that I can come back to you next month, May 23rd, and approve our final budget with your comments upon that, we'll submit it to the Department of Taxation and then we begin operating on July 1st.

You have a complete package which describes every line item of the budget and I really just want to touch some high level details today. The main thing to focus on here is that our fuel tax and our sales tax are our primary funding sources for RTC. We do get federal funding for about 30% of our projects, but we do match those with local sources as well.

Unlike your local organizations, we are capital heavy, and we've made some large increases to our capital expenditures this year. About \$30 million over the previous year, just due to some project timing. We've got some large projects coming up, which I'll talk a little bit more about in a minute. Outside of that, other large portions of our budget are mainly related to our RIDE operating contract with Keolis and our paratransit operator, MTM. I just want to remind everyone that we do debt service to the tune of about \$24 million every year, so we have to keep that in the bank as well.

Several recommendations came out of the Climate Study for RTC, and we've tried to incorporate a few of those into this year's budget. Director Thomas, the other directors and I have started executive coaching as of this week. We've continued that contract into the next year to address some of the communication items that were brought up in the culture study. We also heard loud and clear that there was a need for additional staff and we've added five new positions. A Senior Planner/Neighborhood Planner for the Active Transportation Plan, which came directly from the board retreat. We've also added an HR Specialist to help with some of our onboarding and recruitment efforts, an IT Technician, an Accounting Specialist and a Traffic Engineer for a new traffic management center.

Additionally, there were comments about compensation and classification. We've engaged in a study to view every desk in the office, to see how they're paid and how they compare to their peers, and what their job descriptions are. The pay for performance was indicated as being clunky and hard to understand. So, we've included a pay for performance adjustment.

Some of the large projects that are ongoing this year that are causing the increase to the capital side include Arlington Avenue Bridges, West Fourth Street Safety Project in partnership with NDOT, Sparks Boulevard design and construction and we're continuing to develop and enhance our hydrogen fueling station construction. We're looking at enhancing our Meadowood transfer station and we're doing a study to design and possibly relocate our facilities on Sutro Street.



Overall, we're in good shape. We have a balanced budget, the Department of Taxation does predict a modest sales tax increase of around 1% next year, which will be beneficial to our transit operations. Overall, Reno is very stable with an increasing population and low unemployment. The operations of RTC take up less than 10% of our budget with 75 full-time employees. Last year we created over 2,600 jobs in our capital projects and invested over \$186 million into our community.

Vice Chair Hill would like to build in for next year, \$250,000 to support micro transit in Lake Tahoe.

Bill Thomas, RTC Executive Director, I'm comfortable as your executive director that we could, for a one-year period put in the 250,000, but I do think it should be tied to completion of the study. In other words, it should not be presumed by the other partners that this is going to be an ongoing commitment from RTC. This gets us through next year so that the service doesn't go away, but it also then gives us an opportunity to do a coordinated study with all the partners to come back to you as a board and say, here's what we found and to present to you the options. We should look at what the role of RTC is in transit at Lake Tahoe going forward, but do it in a more cumulative way, so everyone understands the tradeoffs and the consequence. So, I think that based on what your suggestion is, I can support that as executive director, as a path forward.

On motion of Chair Lawson to accept the report, seconded by Commissioner Reese, which motion unanimously carried, Chair Lawson ordered that the report be accepted.

#### 5.1 Presentation from UNR regarding the RTC Regional Signal Timing Program. (Informational Only)

Alex Wolfson, RTC Engineering Project Manager, I have a couple of interlocal agreements with UNR related to managing traffic signal timing and transportation research in general. Traffic signal timing is an important project that we've been working with UNR on for a while now, which has a lot of benefits to the community, both in terms of efficiency and reducing delays. In order to learn more about that, I'm going to turn this over to Dr. Zong Tian, who is a professor with UNR Civil Engineering department, and I would say, a national authority when it comes to signal operations.

Dr. Zong Tian discussed a presentation on "RTC Regional Signal Timing Program – A Data-driven and Evidence-based approach, which included slides on:

- Unique Agency-University Collaboration
- ITE Student Paper Awards
- Advanced Signal Timing Tool – WaySync
- Signal Performance Measures Using Automated Trajectory Data – Sparks Boulevard
- Benefits Number
- Regional Performance Map
- Regional Signal Performance – How Do We Compare?
- West McCarran Blvd & I-80 Interchange Retiming
- North Virginia Street Traffic Flush Plan
- Challenges

The presentation is available upon request.

- 5.2 Approve a memorandum of understanding (MOU) between the Regional Transportation Commission of Washoe County (RTC), the City of Reno, the City of Sparks, and Washoe County to collaborate on the deployment recommendations contained within RTC's Intelligent Transportation Systems (ITS) Strategic Master Plan. (For Possible Action)

Dale Keller, RTC Deputy Executive Director, this item and proposed action is a follow up from last month's board retreat and an accumulation of a two-year effort led by RTC, local agencies, and traffic engineering professionals. Our Intelligent Transportation Systems (ITS) is technology aimed with innovations to improve transportation safety, mobility and environmental sustainability. RTC initiated this ITS strategic master plan roughly two years ago to establish the region's near-term and long-term visions and goals. This MOU is for the RTC, the City of Reno, City of Sparks and Washoe County to really collaborate on those deployment recommendations contained within that strategic master plan. So today I want to introduce you again to Alex Wolfson. He's our RTC project manager and traffic engineer who will talk through and briefly describe those components inside this MOU.

Alex Wolfson, RTC Engineering Project Manager, currently the signal timing is on separate networks between City of Reno and City of Sparks and we want to work towards consolidating that into one network. RTC will strive to establish an oversight committee that will be made up of at least one representative from each agency, including Washoe County and NDOT. In order to do that, we are proposing to establish, operate and support a Regional Traffic Management Center. Plans are tentative, but the initial plan is to set up the center here at the RTC building.

With approval at this Board meeting today, we will then take it to the City of Sparks on Monday, Washoe County on Tuesday and City of Reno on Wednesday. If the MOU is approved, our plan is to finalize the SMP document by the end of June.

On motion of Vice Chair Hill to approve Item 5.2 as listed in the staff report, seconded by Commissioner Garcia, which motion unanimously carried, Chair Lawson ordered the item be approved.

## ***Item 6           REPORTS (Informational Only)***

### **6.1     RTC Executive Director Report**

- I am happy to announce that we were successful in our request for 2.5 million dollars in Congressionally Directed Spending. The money will support construction on Sun Valley Boulevard. The project will make improvements on that corridor between Scottsdale Road and 7<sup>th</sup> Avenue. Those upgrades include sidewalk, bicycle facilities, transit improvements, drainage, pavement, and the potential for landscaping and lighting. This wouldn't be possible without the leadership of Senators Catherine Cortez Masto and Jacky Rosen, and Congressman Mark Amodei, so we thank them for their work.
- We will also receive a 33 percent increase in formula funding from the Federal Transit Authority this year. That is the largest increase in the country, which amounts to 3.3 million dollars. This funding is designated for capital projects, so we are looking at different options to determine the best use of this funding.
- Congratulations to Amanda Callegari, the Pavement Preservation Group, and Granite Construction on a national award. The National Asphalt Pavement Association has awarded the team with the 2023 Quality in Asphalt Paving for the Holcomb Avenue Rehabilitation Project. Granite Construction incorporated reclaimed asphalt pavement in the project mixes to conserve virgin materials and reduce greenhouse gas emissions. The result was a smooth, quality asphalt road. The

project also realigned the intersection of Sinclair Street and made several pedestrian, ADA, bicycle and drainage improvements. This was an important project and a job well-done.

- We held our first public meeting for the Sierra Street Bridge Replacement in March at the McKinley Arts and Culture Center. This gave residents and other stakeholders an opportunity to see our plans and to provide input. We value the public's opinions, especially with a generational project like this one. We hope to break ground on the new bridge in 2026, after we replace the Arlington Bridges. Thank you to our staff who set up the meeting and provided valuable information.
- The RTC is beginning coordination with the Bureau of Land Management and Washoe County in identifying a potential corridor for the Lemmon Valley – Spanish Springs Connector. The coordination includes preparing the initial paperwork and BLM application to reserve right-of-way for the roadway and utilities. This will be an important east-west corridor that will provide needed access between the two valleys and reduce traffic congestion – and it will provide an additional evacuation route during a potential wildfire or other natural disasters.
- We held a media event, just a few weeks ago to let the public know about the start of construction on the Steamboat Parkway Improvements Project. Thank you to Councilman Reese, Councilwoman Duerr, Dale Keller, and staff from the RTC and City of Reno for doing your part for this important public outreach.
- I am very happy with the growth in ridership in our transit system. March is the 20<sup>th</sup> straight month of growth in ridership. Last month, we had more than 442-thousand riders for an 8.6 percent increase compared to last March. We are still trying to catch up to pre-pandemic levels though. The RAPID Virginia Line had more than 80-thousand rides which is up 8.6 percent for the year – and 16 percent compared to last March.
- Earlier this month, we joined 150 transit stakeholders from 43 states to support a “Buy America” waiver for cutaway buses that we use for ACCESS and FlexRIDE. We signed a letter to U.S. Department of Transportation Secretary Pete Buttigieg to let him know our concerns with the program. These include supply chain issues and the inability to replace aging buses in a timely manner. The cutaway marketplace is facing significant challenges including long delivery times and cost increases. The waiver has been pending for eight months and we think it's time to act. Without it, transit agencies could face service disruptions and increased safety issues.
- Congratulations to Yeni Russo on her 25<sup>th</sup> Anniversary with RTC. Yeni celebrated this milestone achievement last month. Thank you for all of your hard work in Agency Services. I also want to thank Michelle Kraus for all she does at the RTC. Michelle is celebrating 10 years with the RTC this month. Also, Laura Freed and Alex Wolfson both passed the one-year mark at RTC last month. Thank you to all of you for doing a great job for us.
- Please join us in congratulating Wayne Ming as the MTM Employee of the Month for February – and Jasper Ferguson for March. Wayne has driven for Citilift and Access for 21 years. His favorite part of the job is the passengers. He says they make this job worthwhile because they're the reason the drivers are here. Jasper just started four months ago and is already having an impact on the customers who give positive feedback regularly. He enjoys his job as not only a happy driver – but a safe one, too. Thank you to Wayne and Jasper for your great work.
- Bruce Jones is the Keolis Driver of the Month for February and Francisco Velez for March. Bruce has worked as a bus operator for RIDE since July of 2007. He loves his job and has developed a reputation for reliability. His accomplishments in February consist of 95% on-time performance, zero preventable accidents, and no customer complaints. Francisco has worked as a bus operator for Ride since July of 2022. He takes pride in his job and has compassion for his customers. Francisco's accomplishments in March consisted of 93% on-time performance, zero preventable accidents, and no customer complaints. Thank you, Bruce and Francisco for being such good employees.

## **6.2 RTC Federal Report**

Paul Nelson, RTC Government Affairs Officer. Congress wrapped up its FY24 funding, and now they're moving on to FY25. House members are still working through their process for congressionally directed spending, however, the Senate has already decided to move forward with theirs in the appropriations process.

Bill Thomas, Jim Gee, Mayor Lawson, Councilman Reese and I were able to meet with our Federal Delegation last week in Washington DC to discuss some of our projects and some of our priorities moving forward here in the region. We think it was a pretty valuable discussion that we had with them and think it was a productive visit, and hopefully that will pay dividends down the road.

The National Highway Transportation Safety Administration issued a notice of proposed updates to safety standards for electric vehicles, and it's accepting comments on this through June 14th. It's also hoping to expand some existing rules to cover heavy vehicles. The FTA released an updated version of the National Public Transportation Safety Plan, and that includes new provisions addressing requirements in the Bipartisan Infrastructure Law. These include seven new safety performance measures, eight new requirements for safety risk reduction programs, and an updated list of voluntary minimum safety standards and recommended practices. The US District Court for the Northern District of Texas ruled that the Biden administration exceeded its statutory authority by imposing a greenhouse gas emissions performance measure upon the states. So now Republicans and Democrats are debating whether the FHWA has the authority from Congress to impose the GHG performance measures on State Departments and NPOS.

Last week the RTC provided transportation to Assemblywoman Brown, May and Mosca. They're part of the nonprofit caucus at the legislature, and they wanted to learn more about some of Northern Nevada's nonprofit organizations. Staff from Reno, Sparks and Washoe County also joined us on the tour, as well as Commissioner Garcia. We did have the chance to stop at eight different nonprofit organizations, and we gave them an overview of what the RTC does here. Mike Hillerby and Sam Anastasiades did a great job prepping for the tour. So, a big thanks to them and we were able to provide the bus to take them between the organizations.

## **6.3 NDOT Director Report**

NDOT Deputy Director Sajid Sulahria gave a presentation and started off announcing two big appointments. Joe Harrington has been appointed to NDOT Director of Communications and Government Affairs. Joe comes to us from Florida, where he led Public Communications for the International Airport and one of the state's largest transit and paratransit providers. He is relocating back to Nevada, having lived here in the Silver State about 11 years. Many here know that Joe held the position of Public Information Officer for the RTC Washoe, where he worked with NDOT as a partner on several major projects, including the Pyramid and McCarran Interchange Improvements Project, Spaghetti Bowl improvement projects, and planning for future I-11. His experience also includes 10 years at KOLO as television journalist. We welcome Joe back to the Silver State.

Another familiar face here in our Director's office is the new Assistant Director of Planning, Rebecca Kapuler. Rebecca most recently worked as Assistant Chief of Multi-Modal Planning, where she led the Active Transportation Program that included programs such as Safe Routes to School, pedestrians and bicycle safety and education, and the Transportation Alternative Set Aside

programs. Rebecca has an extensive background working in multimodal transportation and planning in northern Nevada. She also has more than 20 years of experience with government agencies at the local, regional, and state levels, which of course includes her years of experience as a team member at the RTC.

Updates were given on the following:

- 6 E's of Traffic Safety: Equity, Engineering, Enforcement, Education, Emergency Response and Everyone.
- Work Zone Safety Awareness Week, April 15-19.
- South Virginia Street Safety Management Plan.
- I-80 East Widening Public Meeting, Wednesday, May 8th.
- Pyramid Highway Project Update

***Item 7 COMMISSIONER ANNOUNCEMENTS AND UPDATES***

Commissioner Garcia, I would love to welcome and invite all of you to bring your children and families out to the Second Annual Ride Reno Spin Sparks experience on May 18th. I'm super happy to be sponsoring this event, and I really want to thank the RTC staff for being involved in the planning of this as well. We're meeting at Paradise Park and you can drive and park if you want, or if you live close by, feel free to ride your bike on down. We've partnered with Bernice Mathews Elementary School and we're going to have some tabling and some nonprofits out there, and it's just going to be a really beautiful way to put an exclamation point in what has been a truly beautiful and transformative project. It's only two hours long and you can come down anytime between 10:00 am and 12:00 pm.

***Item 8 PUBLIC INPUT***

Chair Lawson 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. There being no one wishing to speak, Chair Lawson moved to Adjournment.

***Item 9 ADJOURNMENT***

There being no further business to come before the Board, the meeting adjourned at 11:17 a.m.

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ED LAWSON, Chair  
Regional Transportation Commission

**\*\*Copies of all presentations are available by contacting Michelle Kraus at [mkraus@rtcwashoe.com](mailto:mkraus@rtcwashoe.com).**



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/17/2024

**Agenda Item:** 4.2.1

To: Regional Transportation Commission

From: Christian Schonlau, Director of Finance/CFO

**SUBJECT: Procurement Activity Report**

**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Procurement Activity Report.

**BACKGROUND AND DISCUSSION**

See attached for Background and Discussion.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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**ATTACHMENT A**

**PROJECTS CURRENTLY ADVERTISED**

<b><u>Invitations for Bids (IFB)</u></b>	
<b>Project</b>	<b>Due Date</b>
Raleigh Heights Rehabilitation	May 14, 2024
<b><u>Request for Proposals (RFP)</u></b>	
<b>Project</b>	<b>Due Date</b>
N/A	

**REPORT ON INVITATION FOR BID (IFB) AWARDS**

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

<b>Project</b>	<b>Contractor</b>	<b>Award Date</b>	<b>Contract Amount</b>
S. Virginia Street Capacity and Safety Plan	Q&D Construction	4/10/2024	\$7,820,000
2024 Preventative Maintenance	Sierra Nevada Construction	4/11/2024	\$6,985,398

**PROFESSIONAL SERVICES/CONSULTING AGREEMENTS**

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

<b>Project</b>	<b>Contractor</b>	<b>Contract Amount</b>
Wolf Pack Sports RTC Advertising	Wolf Pack Sports Properties	\$25,000
Legislative Services	Thompson Coburn	\$75,000

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

<b>Project</b>	<b>Contractor</b>	<b>Approval Date</b>	<b>CO / Amend. Number</b>	<b>CO / Amend. Amount</b>	<b>Revised Total Contract Amount</b>
N/A					



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/17/2024

**Agenda Item:** 4.2.2

To: Regional Transportation Commission

From: Xuan Wang, PHD, PE, PTP, RSP2, Planning Manager

**SUBJECT: Planning Activity Report**

**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Planning Activity Report.

**BACKGROUND AND DISCUSSION**

See Attachment A for Background and Discussion.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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## PLANNING STUDIES

<b>Virginia Street Transit Oriented Development (TOD) Planning Study</b>	
Graham Dollarhide, Project Manager	<a href="https://www.rtcwashoe.com/mpo-corridor-plan/south-virginia-street-transit-oriented-development-tod-study/">https://www.rtcwashoe.com/mpo-corridor-plan/south-virginia-street-transit-oriented-development-tod-study/</a>
<i>Status: Transit analysis under final review with completion of land use analysis expected by the end of May. Coordination between RTC, City of Reno, and NDOT ongoing; consistent messaging developed for public outreach to be finalized for study recommendations.</i>	

<b>Active Transportation Plan</b>	
Marquis Williams, Project Manager	<a href="https://www.rtcwashoe.com/mpo-reports/active-transportation-plan/">https://www.rtcwashoe.com/mpo-reports/active-transportation-plan/</a>
<i>Status: Continued refinement of planning and implementation strategies based on public input, three Agency Working Group (AWG) meetings, and internal priorities. Draft deliverables are being reviewed and revised. Aligning final deliverables with approved establishment of formal Active Transportation Program.</i>	

<b>Regional Freight Study</b>	
Marquis Williams, Project Manager	N/A
<i>Status: Project team is preparing deliverables based on analysis and feedback heard at 1-on-1 meetings and stakeholder engagement sessions.</i>	

<b>RTC REGIONAL TRAVEL CHARACTERISTICS STUDY</b>	
Xuan Wang, Project Manager	<a href="https://www.rtcwashoe.com/mpo-reports/survey2023/">https://www.rtcwashoe.com/mpo-reports/survey2023/</a>
<i>Status: Project team is working on data collection. Transit and visitor surveys completed. Household travel survey is ongoing.</i>	

<b>RTC REGIONAL TRAVEL DEMAND MODEL UPDATE</b>	
Xuan Wang, Project Manager	<a href="https://www.rtcwashoe.com/mpo-reports/model2023/">https://www.rtcwashoe.com/mpo-reports/model2023/</a>
<i>Status: Project team is working on developing calibration targets.</i>	

<b>RTC REGIONAL TRANSPORTATION PLAN UPDATE</b>	
Xuan Wang, Project Manager	TBA
<i>Status: Public kick-off website launched. An online public survey is ongoing until 5/31.</i>	

## ONGOING PROGRAMS

<b>Data Collection Program</b>	
Xuan Wang, Project Manager	<a href="#">N/A</a>
<i>Status: Identifying sites for 2024 and 2025 Multimodal Traffic Data Support. Data collection started for scheduled sites.</i>	

<b>Bicycle and Pedestrian Planning</b>	
RTC Planning and Engineering Staff	<a href="https://www.rtcwashoe.com/metropolitan-planning/">https://www.rtcwashoe.com/metropolitan-planning/</a>
<i>Status: Ongoing collaboration with partner agencies on several initiatives to improve bicycle and pedestrian safety &amp; facilities:</i> <ul style="list-style-type: none"><li>• <i>Coordinating with Engineering to develop design details on roadway network concepts and outreach activities.</i></li></ul>	

**Vision Zero Truckee Meadows**

RTC Planning Staff

<https://visionzerotruckeemeadows.com/>

*Status: RTC staff has been working with Vision Zero Task Force members to compile data ahead of a possible workshop involving comprehensive details of crash data. Task Force meeting 5/13/24. Application for SS4A planning funds to update the Action Plan and High Injury Network to be submitted 5/16/24.*



## REGIONAL TRANSPORTATION COMMISSION

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/17/2024

**Agenda Item:** 4.2.3

To: Regional Transportation Commission

From: Xuan Wang, PHD, PE, PTP, RSP2, Planning Manager

**SUBJECT: Advisory Committee Report**

### **RECOMMENDED ACTION**

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

### **BACKGROUND AND DISCUSSION**

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

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

The May 2024 CMAC and the TAC meetings were canceled due to lack of agenda items.

A RRIF TAC meeting was held on Thursday April 25, 2024, at 8:30 am. The meeting agenda included approval of consent items (which included minutes from prior meeting, dated October 22, 2022) and three (3) discussion items were included in the agenda: receive report summarizing the updated list of RRIF TAC Members, receive presentation on the Regional Transportation Plan (RTP) Update, and receive presentation on plans to review and update the RRIF General Administrative Manual (GAM) and RRIF Capital Improvement Plan (RRIF CIP) following the 2050 Regional Transportation Plan (RTP) Update.

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There was no public comment during the meeting. The technical advisory committee members acknowledged all reports and approved the update to the Statement of Purpose, Objectives, and Procedures.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/17/2024

**Agenda Item:** 4.2.4

To: Regional Transportation Commission

From: Jeff Wilbrecht, Engineering Manager

**SUBJECT: Engineering Activity Report**

**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Engineering Activity Report.

**BACKGROUND AND DISCUSSION**

See Attachment A for Background and Discussion.

**FISCAL IMPACT**

There is no fiscal impact related with this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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## ACTIVE TRANSPORTATION IMPROVEMENTS

<b>Downtown Reno Micromobility Project</b>	
Sara Going, Project Manager	<a href="http://www.downtownrenomicromobility.com">www.downtownrenomicromobility.com</a>
<i>Status: A kick-off meeting with the project team took place in the last reporting period. The consultant team has started data collection to assist in ramping up preliminary design.</i>	

<b>Truckee River Shared Use Path</b>	
Scott Gibson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/truckee-river-shared-use-path-project/">https://www.rtcwashoe.com/engineering-project/truckee-river-shared-use-path-project/</a>
<i>Status: The RTC is continuing to coordinate with the Reno Sparks Indian Colony (RSIC) for the maintenance, security, and property rights necessary for the pathway. There is no update on this during last reporting period.</i>	

## CAPACITY/CONGESTION RELIEF PROJECTS

<b>Buck Drive Circulation</b>	
Maria Paz Fernandez, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/buck-drive-circulation/">https://www.rtcwashoe.com/engineering-project/buck-drive-circulation/</a>
<i>Status: Kimley Horn is the selected firm for the design and construction engineering services. Ongoing coordination with City of Reno staff. 50% Design Plans expected by June. Construction is tentatively scheduled for spring 2025.</i>	

<b>Butch Cassidy Drive Extension</b>	
Kim Diegle, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/butch-cassidy-drive-extension/">https://www.rtcwashoe.com/engineering-project/butch-cassidy-drive-extension/</a>
<i>Status: Preliminary design is underway.</i>	

<b>Eagle Canyon Safety and Operations</b>	
Sara Going, Project Manager	<a href="https://rtcwashoe.com/projects/eagle-canyon-safety-and-operations/">https://rtcwashoe.com/projects/eagle-canyon-safety-and-operations/</a>
<i>Status: A kick-off meeting for the project occurred in the last reporting period. The design consultant is preparing to submit preliminary plans for the project in mid-May.</i>	

<b>Geiger Grade Realignment</b>	
Kim Diegle, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/geiger-grade-road-realignment/">https://www.rtcwashoe.com/engineering-project/geiger-grade-road-realignment/</a>
<i>Status: RTC is developing a professional service agreement with a consulting team to perform a feasibility study to further investigate preliminary design alternatives, traffic, and environmental impacts.</i>	
<b>Kietzke Lane ITS</b>	
Garrett Rodgers, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/kietzke-lane-its-project/">https://www.rtcwashoe.com/engineering-project/kietzke-lane-its-project/</a>
<i>Status: Bids were opened April 25th. Sierra Nevada Construction (SNC) is the apparent low bidder. Construction activities are anticipated to begin in early Summer.</i>	
<b>Military Road Capacity &amp; Safety</b>	
Austin McCoy, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/military-road-capacity-and-safety/">https://www.rtcwashoe.com/engineering-project/military-road-capacity-and-safety/</a>
<i>Status: Alternative selection for roadway and intersection configurations is complete. Intermediate design is underway. A public meeting was held Thursday, April 25<sup>th</sup>.</i>	
<b>North McCarran Boulevard &amp; Pyramid Hwy Fiber</b>	
Alex Wolfson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/mccarran-pyramid-fiber/">https://www.rtcwashoe.com/engineering-project/mccarran-pyramid-fiber/</a>
<i>Status: Construction is substantially complete; contractor is working on punch list items.</i>	
<b>North Valleys North Virginia Street Capacity</b>	
Garrett Rodgers, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/north-valleys-north-virginia-street-capacity/">https://www.rtcwashoe.com/engineering-project/north-valleys-north-virginia-street-capacity/</a>
<i>Status: The traffic analysis study and conceptual design is under agency review. Following completion of this review the project will advance to preliminary design.</i>	
<b>Pembroke Drive Capacity &amp; Safety</b>	
Maria Paz Fernandez, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/pembroke-drive-capacity-and-safety/">https://www.rtcwashoe.com/engineering-project/pembroke-drive-capacity-and-safety/</a>
<i>Status: Nichols Consulting Engineers (NCE) was the selected design consultant. Preliminary design alternatives were updated to include widening to two (2) lanes on each direction. 30% design plans expected by June.</i>	

<b>Pyramid Highway Intelligent Corridor</b>	
Alex Wolfson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/pyramid-highway-intelligent-corridor/">https://www.rtcwashoe.com/engineering-project/pyramid-highway-intelligent-corridor/</a>
<i>Status: Installation of the new fiber is in progress and will likely be completed by the end of June. Testing of software for the notification system and dynamic traffic signal control is in progress.</i>	

<b>Pyramid Highway Operations Improvements</b>	
Jessica Dover, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/pyramid-highway-operations-improvements/">https://www.rtcwashoe.com/engineering-project/pyramid-highway-operations-improvements/</a>
<i>Status: Preliminary Engineering is underway; design alternatives are anticipated Summer 2024.</i>	

<b>Pyramid Way, Sparks Boulevard, Highland Ranch Interchange</b>	
Austin McCoy, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/pyramid-highway-us-395-connection-project/">https://www.rtcwashoe.com/engineering-project/pyramid-highway-us-395-connection-project/</a>
<i>Status: NDOT LPA Agreement has been executed and a notice to proceed from NDOT has been received. Data collection and preliminary design is underway with Parametrix.</i>	

<b>South Meadows Traffic Enhancements</b>	
Austin McCoy, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/south-meadows-traffic-enhancements/">https://www.rtcwashoe.com/engineering-project/south-meadows-traffic-enhancements/</a>
<i>Status: Sierra Nevada Construction (SNC) has started construction of the improvements, completion is expected for around mid-summer.</i>	

<b>South Virginia Street &amp; I-580 Exit 29 Capacity &amp; Safety</b>	
Maria Paz Fernandez, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/south-virginia-street-nb-lane-widening/">https://www.rtcwashoe.com/engineering-project/south-virginia-street-nb-lane-widening/</a>
<i>Status: RTC staff have received bids and the apparent low bidder was Q&amp;D Construction. Construction is anticipated to start in June.</i>	

<b>Sparks Boulevard – North Phase</b>	
Garrett Rodgers, Project Manager	<a href="http://SparksBLVDproject.com">SparksBLVDproject.com</a> .
<i>Status: Project design will continue to advance with final design. RTC received environmental approval and determination of the Finding of No Significant Impact (FONSI) for the project. Right-of-way acquisition activities have begun.</i>	



<b>Steamboat Parkway Improvement</b>	
Garrett Rodgers, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/">https://www.rtcwashoe.com/engineering-project/steamboat-pkwy-improvement/</a>
<i>Status: Construction started April 2<sup>nd</sup>. Crews are performing utility relocations and preparing for roadway widening operations.</i>	

<b>Traffic Signal Fiber 25-01</b>	
Austin McCoy, Project Manager	<a href="https://rtcwashoe.com/projects/traffic-signal-fiber-25-01/">https://rtcwashoe.com/projects/traffic-signal-fiber-25-01/</a>
<i>Status: Kimley Horn and Associates (KHA) and the project team is just getting started following executed of agreement for design and EDC. A kick-off meeting is scheduled for later in May.</i>	

<b>Traffic Signal Installations 23-01</b>	
Alex Wolfson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-23-01/">https://www.rtcwashoe.com/engineering-project/traffic-signal-installations-23-01/</a>
<i>Status: Work on the new signal at Moana / Baker and signal replacement at Prater / 4<sup>th</sup> continues. Substantial completion is expected in July.</i>	

<b>Traffic Signal Modifications 23-01</b>	
Sara Going, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-23-01/">https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-23-01/</a>
<i>Status: The construction contract for the project was awarded to Summit Line Construction, Inc. The contractor has been procuring materials necessary for the project (signal poles, traffic signal cabinets, etc.) Construction is expected to start in early June.</i>	

<b>Traffic Signal Modifications 24-01</b>	
Sara Going, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-24-01/">https://www.rtcwashoe.com/engineering-project/traffic-signal-modifications-24-01/</a>
<i>Status: Design of the project is underway, intermediate plans are anticipated in the next month. Right of way acquisition will start up following review of those plans.</i>	

<b>Traffic Signal Modifications 25-01</b>	
Alex Wolfson, Project Manager	<a href="https://rtcwashoe.com/projects/traffic-signal-modifications-25-01/">https://rtcwashoe.com/projects/traffic-signal-modifications-25-01/</a>
<i>Status: Preliminary design of the improvements is in progress. In addition, the consultant is working on intersection evaluations at several locations.</i>	

<b>Traffic Signal Timing 7</b>	
Alex Wolfson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-7-project/">https://www.rtcwashoe.com/engineering-project/traffic-signal-timing-7-project/</a>
<p><i>Status: New signal timing plans have been implemented on the following corridors:</i></p> <ul style="list-style-type: none"> <li>- El Rancho / Battle Born from Galletti to Oddie</li> <li>- Prater Way from Galletti to El Rancho</li> </ul> <p><i>New signal timing plans are being evaluated and developed for the following corridors:</i></p> <ul style="list-style-type: none"> <li>- N Virginia St and Golden Valley Rd</li> <li>- Golden Valley Rd from North Hills to Beckwourth</li> </ul>	

<b>Veterans Parkway ITS</b>	
Austin McCoy, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/veterans-parkway-its/">https://www.rtcwashoe.com/engineering-project/veterans-parkway-its/</a>
<p><i>Status: Preliminary project design is underway.</i></p>	

<b>Veterans Roundabout Modifications</b>	
Jessica Dover, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/veterans-roundabout-modifications/">https://www.rtcwashoe.com/engineering-project/veterans-roundabout-modifications/</a>
<p><i>Status: 15% conceptual design concurrence obtained from NDOT; Preliminary Design (30%) anticipated May 2024.</i></p>	

<b>Vista Boulevard/Disc Drive Intersection Improvement</b>	
Alex Wolfson, Project Manager	<a href="https://rtcwashoe.com/projects/vista-boulevard-disc-drive-intersection-improvements/">https://rtcwashoe.com/projects/vista-boulevard-disc-drive-intersection-improvements/</a>
<p><i>Status: Project design has reached the 50% milestone.</i></p>	

<b>Vista Boulevard/Prater Way ITS</b>	
Garrett Rodgers, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/vista-boulevard-prater-way-its/">https://www.rtcwashoe.com/engineering-project/vista-boulevard-prater-way-its/</a>
<p><i>Status: Final design is underway.</i></p>	

## CORRIDOR IMPROVEMENT PROJECTS

<b>Arlington Avenue Bridges</b>	
Bryan Byrne, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/">https://www.rtcwashoe.com/engineering-project/arlington-avenue-bridges-project/</a>
<i>Status: The design team is incorporating the 100% design comments in the Final PS&amp;E. The project is looking to have the Guaranteed Maximum Price in June 2024. Construction is tentatively scheduled for 2025 and 2026.</i>	
<b>Keystone Bridge Replacement</b>	
Sara Going, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/keystone-avenue-bridge-replacement/">https://www.rtcwashoe.com/engineering-project/keystone-avenue-bridge-replacement/</a>
<i>Status: The project team has advanced the alternatives analysis through the level 2 screening stage and has provided initial result to the City of Reno staff and other members of the Project Design Review Committee. The project team is reviewing and addressing initial comments with anticipation of sharing additional information to the public in early Summer.</i>	
<b>Lemmon Drive Traffic Improvements and Resiliency</b>	
Bryan Byrne, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/">https://www.rtcwashoe.com/engineering-project/lemmon-drive-segment-2/</a>
<i>Status: The project is making significant progress in conducting the required NEPA studies. The project team is incorporating public feedback and works towards 60% design submission. Additionally, the project team is organizing public "pop-up" meetings to address questions and offer insight into the project's design and purpose. These meetings are scheduled for late May and early June.</i>	
<b>Mill Street Capacity &amp; Safety (Kietzke Lane to Terminal Way)</b>	
Kimberly Diegle, Project Manager	<a href="http://millstreetwidening.com">http://millstreetwidening.com</a>
<i>Status: Final design is underway. The right-of-way acquisition activities and utility coordination is ongoing. Outreach with adjacent business owners continues. Construction is anticipated to start early 2025.</i>	
<b>McCarran Boulevard Safety and Operational Improvements</b>	
Jessica Dover, Project Manager	<a href="https://rtcwashoe.com/projects/mccarran-boulevard-safety-and-operational-improvements/">https://rtcwashoe.com/projects/mccarran-boulevard-safety-and-operational-improvements/</a>
<i>Status: Project design Kickoff meeting scheduled early May 2024.</i>	

<b>Oddie/Wells Multimodal Improvements</b>	
Maria Paz Fernandez, Project Manager	<a href="http://oddiewellsproject.com/">http://oddiewellsproject.com/</a>
<p><i>Status: Phase 1 (Pyramid Way to Sullivan Lane in Sparks) was completed at the end of August 2023. Phase 2 (Sullivan Ln in Sparks to Silverada Blvd in Reno) is expected to be completed by the end of May 2024. Phase 3 (Silverada Blvd to east of US 395 in Reno): NVE lights continue to be installed. Phase 4 (Sutro Street to I-80): Pavement was completed the first week of May. No work during Rodeo (June 2024).</i></p> <p><i>Overall construction, including the remaining phases, is anticipated to be completed by the third quarter of 2024.</i></p>	

<b>Sierra Street Bridge Replacement</b>	
Bryan Byrne, Project Manager	<a href="https://sierrastreetbridge.com/">https://sierrastreetbridge.com/</a>
<p><i>Status: The design team has begun preliminary design and is working to deliver a 30% design plan. The project team has engaged our Aesthetic Stakeholders Working Group to outline aesthetic design features to take to the public for voting.</i></p>	

<b>Sun Valley Boulevard Corridor Improvements – Phase 2</b>	
Jessica Dover, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/sun-valley-boulevard-corridor-improvements-phase-2/">https://www.rtcwashoe.com/engineering-project/sun-valley-boulevard-corridor-improvements-phase-2/</a>
<p><i>Status: Preliminary design tasks associated with development of drainage alternatives underway. Draft Conceptual Drainage Design Report sent to NDOT and local agencies for review April, 2024.</i></p>	

<b>West Fourth Street Downtown</b>	
Scott Gibson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/west-fourth-street-downtown/">https://www.rtcwashoe.com/engineering-project/west-fourth-street-downtown/</a>
<p><i>Status: 30% design Plans have been completed and Reno comments are being reviewed and addressed.</i></p>	

<b>West Fourth Street Safety</b>	
Scott Gibson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/west-fourth-street-safety/">https://www.rtcwashoe.com/engineering-project/west-fourth-street-safety/</a>
<p><i>Status: Wood Rodgers has submitted 60% design plans for review. Work on NEPA and coordination with NDOT environmental division continues. Coordination with UPRR is ongoing.</i></p>	

## PAVEMENT PRESERVATION PROJECTS

<b>2024 Preventive Maintenance Program</b>	
Jessica Dover, Project Manager	<a href="https://rtcwashoe.com/projects/2024-preventive-maintenance-project/">https://rtcwashoe.com/projects/2024-preventive-maintenance-project/</a>
<i>Status: RTC staff opened bids in early April. The Contract for Construction has been awarded to Sierra Nevada Construction, Inc. (SNC). Construction is scheduled to start May 06, 2024.</i>	
<b>2025 Bridge Maintenance</b>	
Scott Gibson, Project Manager	<a href="https://rtcwashoe.com/projects/2025-bridge-maintenance/">https://rtcwashoe.com/projects/2025-bridge-maintenance/</a>
<i>Status: Preliminary design is underway.</i>	
<b>1<sup>st</sup> Street Rehabilitation and Signal Replacement</b>	
Scott Gibson, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/1st-street-rehabilitation-and-signal-replacement/">https://www.rtcwashoe.com/engineering-project/1st-street-rehabilitation-and-signal-replacement/</a>
<i>Status: This project is substantially complete.</i>	
<b>Arrowcreek/Wedge Rehabilitation</b>	
Jessica Dover, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/arrowcreek-parkway-wedge-rehabilitation/">https://www.rtcwashoe.com/engineering-project/arrowcreek-parkway-wedge-rehabilitation/</a>
<i>Status: Draft Feasible Design Alternatives in review. Preliminary design (50%) anticipated Summer 2024.</i>	
<b>Las Brisas and Los Altos Resurfacing</b>	
Jessica Dover, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/las-brisas-and-los-altos-resurfacing/">https://www.rtcwashoe.com/engineering-project/las-brisas-and-los-altos-resurfacing/</a>
<i>Status: Las Brisas Boulevard mill and overlay (Robb Drive to Britannia Drive) and signage throughout the corridor has achieved Final Acceptance. Los Altos Parkway mill and overlay (S. Vista Boulevard to Goodwin Road) and utility adjustments throughout the corridor has achieved Final Acceptance. Slurry and associated remaining Contract Items at both locations to be completed Summer 2024.</i>	
<b>Meadowood Rehabilitation</b>	
Garrett Rodgers, Project Manager	<a href="https://rtcwashoe.com/projects/meadowood-rehab/">https://rtcwashoe.com/projects/meadowood-rehab/</a>
<i>Status: Preliminary design is underway.</i>	

<b>N Virginia Street University Rehabilitation</b>	
Bryan Byrne, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/north-virginia-street-university-rehabilitation/">https://www.rtcwashoe.com/engineering-project/north-virginia-street-university-rehabilitation/</a>
<i>Status: The construction bid was awarded to Granite Construction. Construction is planned for the summer of 2024, coinciding with UNR's summer break.</i>	

<b>Raleigh Heights Rehabilitation</b>	
Austin McCoy, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/raleigh-heights-rehabilitation/">https://www.rtcwashoe.com/engineering-project/raleigh-heights-rehabilitation/</a>
<i>Status: The project has been advertised for bid. Following bid opening and identification of successful bid, construction is tentatively scheduled to start in June and go through October 2024.</i>	

<b>Selmi Drive Rehabilitation</b>	
Maria Paz Fernandez, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/selmi-drive-rehabilitation/">https://www.rtcwashoe.com/engineering-project/selmi-drive-rehabilitation/</a>
<i>Status: Construction awarded to Q&amp;D Construction, LLC., and it started on April 2<sup>nd</sup>. Substantial completion is expected by the end of May.</i>	

<b>Somerset Parkway Corrective Project</b>	
Scott Gibson, Project Manager	<a href="https://rtcwashoe.com/projects/2024-corrective-maintenance-somerset/">https://rtcwashoe.com/projects/2024-corrective-maintenance-somerset/</a>
<i>Status: Preliminary design and engagement with Somerset home owners association is underway. 90% design submittal is anticipated in mid-May.</i>	

<b>Stanford Way Rehabilitation</b>	
Kimberly Diegle, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/stanford-way-rehabilitation/">https://www.rtcwashoe.com/engineering-project/stanford-way-rehabilitation/</a>
<i>Status: Construction is ahead of schedule and is anticipated to be complete before the end of May 2024.</i>	

## **OTHER PROJECTS**

<b>4<sup>th</sup> Street Station Expansion</b>	
Ian Chamberlain, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/4th-street-station-expansion/">https://www.rtcwashoe.com/engineering-project/4th-street-station-expansion/</a>
<i>Status: This project is on hold due to issues with property acquisition for proposed improvements.</i>	

<b>Virginia Line BRT Improvements</b>	
Kimberly Diegle, Project Manager	<a href="https://www.rtcwashoe.com/engineering-project/virginia-line-brt-improvements/">https://www.rtcwashoe.com/engineering-project/virginia-line-brt-improvements/</a>
<i>Status: 60% Design is complete. Coordination with the City of Reno, FTA, and affected utility companies continues. NEPA re-evaluation of the original Virginia Street Bus RAPID Transit Extension project is anticipated to be completed this Spring.</i>	

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

<b>Project</b>	<b>Property Owner</b>	<b>Purchase Amount</b>	<b>Amount Over Appraisal</b>
S. Virginia Street & I580 Exit 29 Capacity & Safety	SDH LLC	\$1,500.00	\$1,734.00

**CONTRACTS UP TO \$100,000**

<b>Project</b>	<b>Vendor</b>	<b>Scope</b>	<b>Amount</b>
Pavement Evaluation: Prater Way and S. Virginia Street	Lumos & Associates	pavement investigation, visual assessment, and alternatives analysis	\$64,800



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/17/2024

**Agenda Item:** 4.2.5

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

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

**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Public Transportation and Operations Report.

**BACKGROUND AND DISCUSSION**

See Attachment A for Background and Discussion.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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## BACKGROUND AND DISCUSSION

### Highlights

**May is Bike Month** – Celebrate Bike Month with a Community Ride on Saturday, May 18. RTC, along with Commissioner Mariluz Garcia, Washoe County, City of Reno, City of Sparks, Kiwanis Bike Program, and Truckee Meadows Bike Alliance are participating in “Ride Reno Spin Sparks” – a 3-mile loop along the new and improved Oddie-Wells bike path. The event will host community tables and free bike checks.

## ATTACHMENT A



**Local Coach Operator Represents Keolis and RTC at APTA International Bus Rodeo** – RTC would like to congratulate Keolis Coach Operator, Malik Mettef. Malik represented Keolis and RTC at the International Bus Rodeo competition during the APTA Mobility Conference last month in Portland, Oregon. Malik has been an operator for RTC RIDE since September 2021. During the International Rodeo, Malik competed against 75 drivers from



across the nation from other transportation companies. Malik placed 19<sup>th</sup> overall and should be proud of himself as he had only 8 minutes to practice in the rain driving a Gillig bus he was unfamiliar with! Malik should be proud of himself. It takes courage to compete against some of the best. Congratulations Malik on a job well done!



**RTC contractors provide transportation for Northern Nevada Public Health Department's (NNPHD) Chemical Exposure, Mass Casualty Event** – MTM and Keolis staff provided transportation for approximately 20 “victims” from the NNPH vaccine area to six area hospitals for “treatment” during mock mass casualty chemical exposure event held on April 10, 2024.

**RTC RIDE Key Highlights – March**

- 7 trainees released to Operations for revenue service
- March Driver of the Month: Francisco Velez
- 99% for completed hours and trips
- 4/10/24 Northern Nevada Public Health Chemical Exercise
- 4/20/24 Earth Day
- 4/26/24 Career Day – Agnes Risley Elementary School
- Employee Engagement:
  - Keolis Human Resources Survey opened on 4/22
  - Daily events have been scheduled for 4/22 through 5/3
- CUTA Training: On going, Modules 1 – 4 completed in April for 16 employees
- 2 new grievances filed in April
- 0 new ULP filed in April



**Keolis represented staffing headcount as of March 31, 2024:**

Position	Total Employed	#Needed
Coach Operator Trainees	10	6+
Coach Operators	159	6
Dispatchers	7	0
Road Supervisors	4	0
Mechanic A	6	0
Mechanic B	4	1
Mechanic C	4	0
Facilities Technician	2	0
EV Technician	1	0
Utility Worker	13	0
Electronics Tech	2	0
Body Technician	1	0

**RTC ACCESS Key Highlights – March**

**Classes:** 4-2 class of 4 drivers, 2 in service on 4-19-2024. Counted below in total employees  
 4-16 class of 4 drivers, still in training

**Safety:**

- **Accidents:**
  - 2 Preventable
  - 0 Non-Preventable
- **Incidents**
  - 2 Passenger falls
- **Injuries:**
  - 1
- **YTD Preventable Accident Count: 5**

- **YTD Injury Count:** 1
- **April Blitz**
  - Intersections and Distractions
- **April Safety Meeting**
  - Defensive Driving and Vehicle emergencies

**MTM represented staffing headcount as of March 31, 2024:**

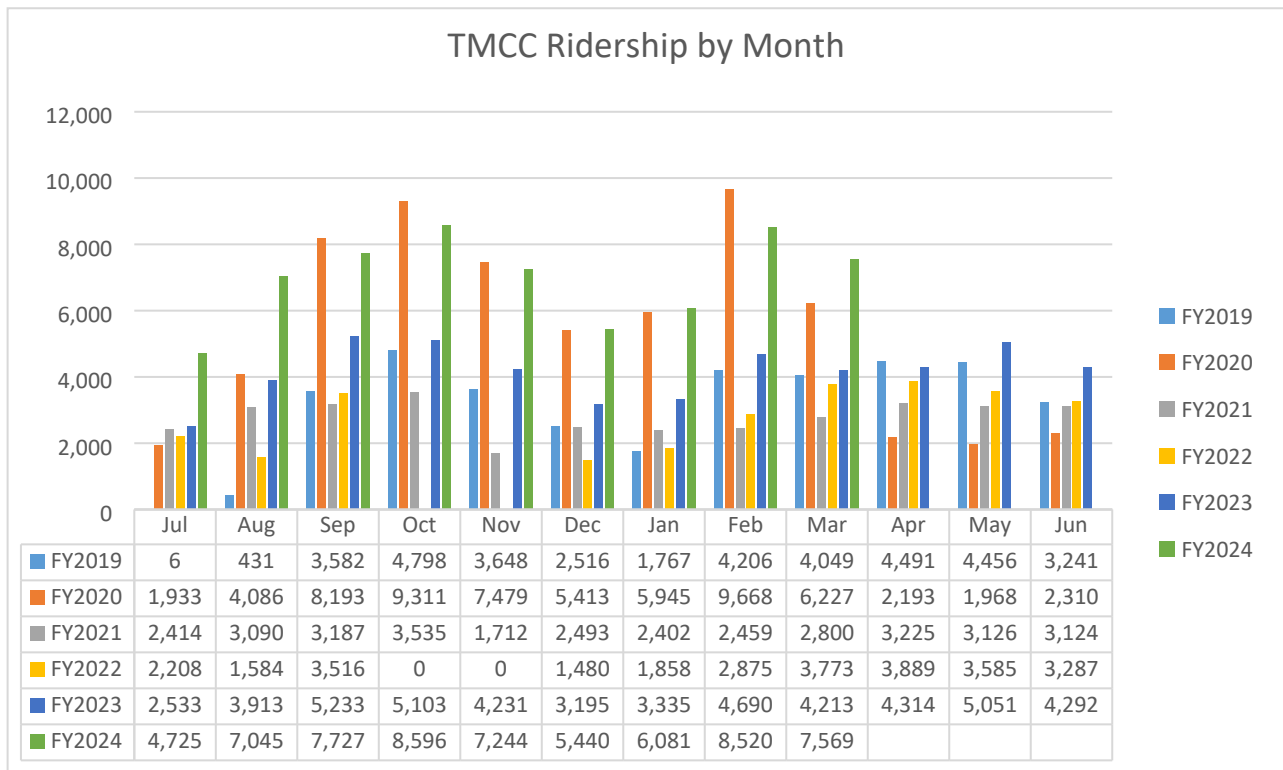
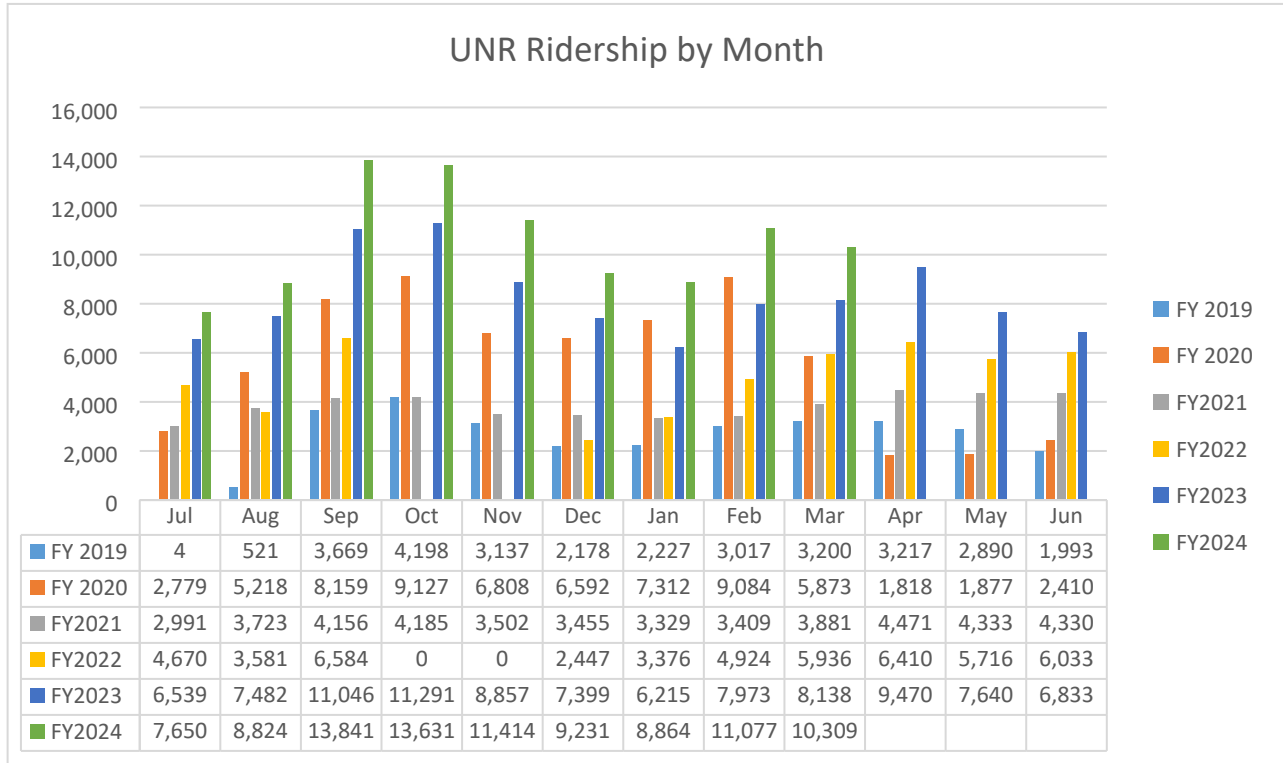
<b>Position</b>	<b>Total Employed</b>	<b>#Needed</b>
Drivers	52FT – 4PT	10 FT – 0 PT
Dispatchers	4.5 FT	0
Reservationists	4.5 FTE’s	0 FT – 1 PT
Mechanic A	3 FT	0
Maintenance Technician	1	0
Utility Worker	1	0

**TRANSIT DEMAND MANAGEMENT (TDM) Update**

- Added 2 more vanpools increasing the total number to 334. RTC continues to work with folks from the Lake Tahoe area to start more vanpools.
- Both the Truckee North Tahoe TMA (Transportation Management Association) and South Shore TMA have received grants to provide additional subsidies to help support more vanpools.
- RTC staff are working with a group in Tahoe to increase the number of vans going to the Lake. Currently there are 19 vans that service the Lake Tahoe area.
- Staff presented on RTC’s Smart Trips program at the Chambers Green Business class on April 9<sup>th</sup>.
- Staff shot *A Road Ahead* segment on *Biketopia* for this year’s Bike Month.
- Staff had a table and an all-electric bus at this year’s *Reno Earth Day* celebration on Saturday April 20<sup>th</sup>.
- Staff had a table at UNR’s Earth Day on April 22<sup>nd</sup>.
- Staff had a table at the Reno *Biketopia* event on Sunday April 28<sup>th</sup>.
- Staff had a table at the Chamber’s Small Business Resource Fair on Tuesday April 30<sup>th</sup>. Staff handed out flyers of how to work with RTC.



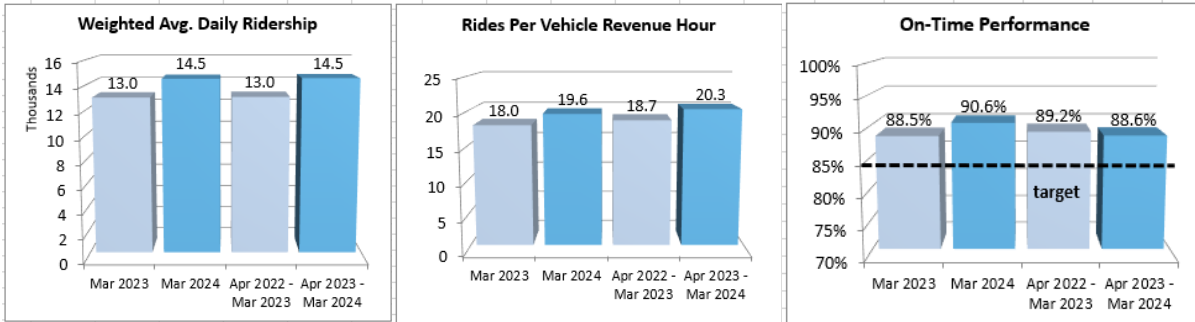
Ridership numbers from the ED Pass Program through the month of March 2024:



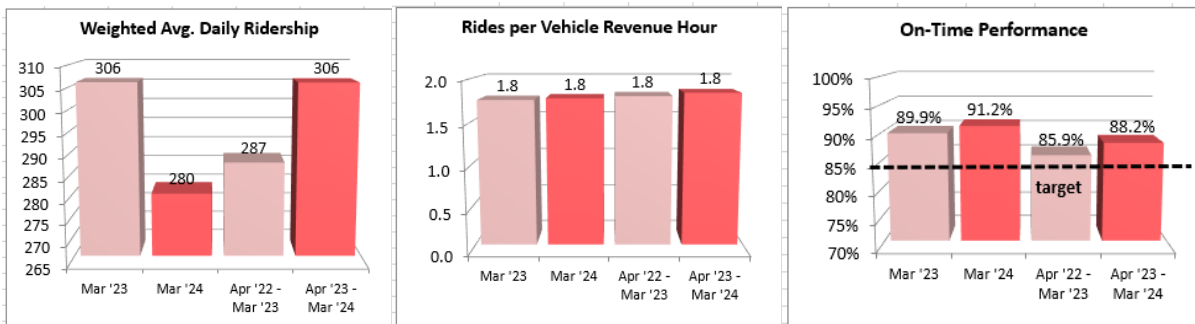
**Both UNR and TMCC had its highest ridership for March to date, with UNR also having the highest ridership for February.**

# MARCH 2024 TRANSIT PERFORMANCE

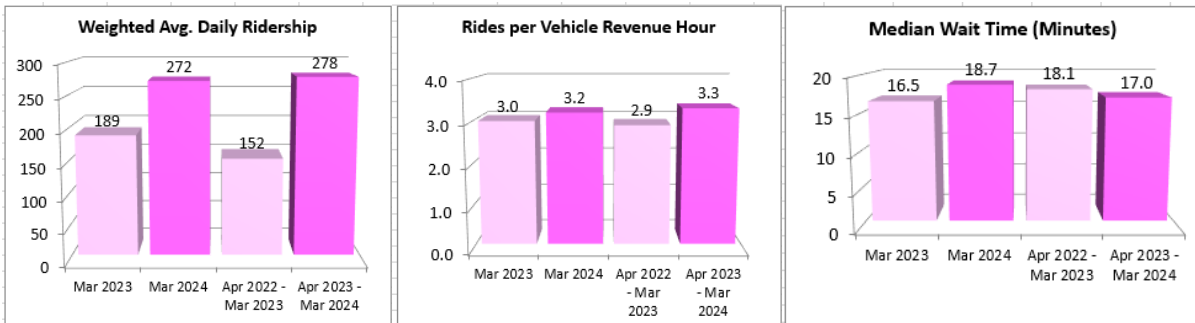
## RTC RIDE



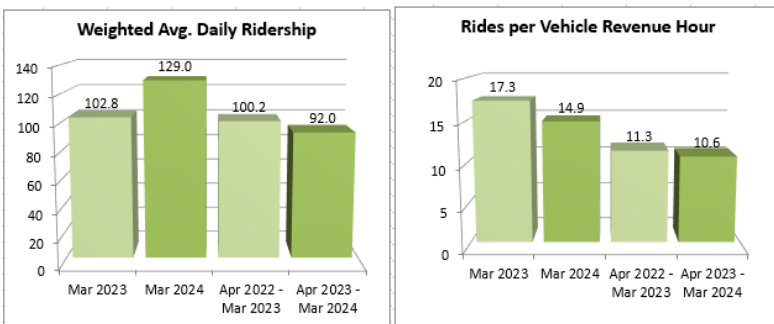
## RTC ACCESS



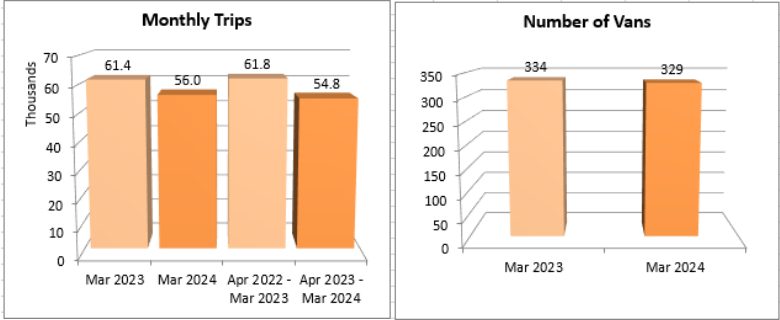
## RTC FlexRIDE



## TART



# RTC VANPOOL





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/17/2024

**Agenda Item:** 4.2.6

To: Regional Transportation Commission

From: Josh MacEachern, Public Information Officer

**SUBJECT: Community and Media Outreach Activities**

**RECOMMENDED ACTION**

Acknowledge receipt of the monthly Community and Media Outreach Activities.

**BACKGROUND AND DISCUSSION**

Outreach Activities

Josh MacEachern, Project Manager

Status: RTC staff conducted the following outreach activities from April 1 through April 30 Press Releases

- 4.01.24 – Selmi Drive Rehab Press Release
- 4.05.24 – Intermittent Closures at Sutro & Oddie Press Release
- 4.10.24 – RTP Survey Available to Public Press Release
- 4.25.24 – Traffic Pattern Changes at Sutro & Oddie Press Release

Public Outreach

- 4.01.24 – Federal/State Meeting
  - 4.01.24 – Steamboat Parkway Media Opportunity
  - 4.02.24 – Selmi Drive Channel 2 Interview
  - 4.05.24 – Sierra Street Bridge Project Online Comment Closed
  - 4.09.24 – RTP Outreach Meeting
  - 4.11.24 – NDOT Public Meeting
  - 4.11.24 – Ballard Fuel Cell Webinar Series Presentation
  - 4.15.24 – Federal/State Meeting
  - 4.16.24 – Ward 2 NAB Meeting
  - 4.17.24 – Joint Interim Standing Committee on Growth & Infrastructure Meeting
  - 4.18.24 – KTVN 2 Interview
  - 4.25.24 – Military Road Project Public Meeting #1
  - 4.30.24 – APTA Mobility Conference
-

## Media Mentions

Josh MacEachern, Project Manager

4.05.24 – (KOLO 8) FTA Funding for Public Transit Heading to Reno

4.08.24 – (RGJ) Reno gets \$3.3 million boost from federal infrastructure plan for regional bus system

4.10.24 – (KOLO 8) RTC Launches Survey for 2050 Transportation Plan

4.10.24 – (KTVN 2) Regional Transportation Commission Invites the Community to Participate in a 2050 Update Survey

4.17.24 – (Channel 4) Midtown Plaques Unveiled

4.25.24 – (Channel 4) From constructing lanes to reffing games: Reno engineer's journey to the NFL

4.26.24 – (KOLO 8) New traffic patterns with Oddie-Wells construction

Social Media engagement and reach has increased across all platforms.

## Informational Materials and Video Production

Paul Nelson, Project Manager

Status: Five (5) topics were broadcast on KOLO-TV for The Road Ahead with RTC.

- Book Your Ride with the Transit App
- Steamboat Parkway Improvements
- Regional Transportation Plan Survey
- Biketopia
- FlexRIDE for South Meadows

## **FISCAL IMPACT**

There is no fiscal impact associated with this action.

## **PREVIOUS BOARD ACTION**

There has been no previous Board action taken.



**COMMUNITY AND MEDIA OUTREACH ACTIVITIES**  
**April 2024**

<b>Outreach Activities</b>
Josh MacEachern, Project Manager
<b>Status: RTC staff conducted the following outreach activities from April 1 through April 30</b>
<i>Press Releases</i>
<i>4.1.24 – Selmi Drive Rehab Press Release</i>
<i>4.5.24 – Intermittent Closures at Sutro &amp; Oddie Press Release</i>
<i>4.10.24 – RTP Survey Available to Public Press Release</i>
<i>4.25.24 – Traffic Pattern Changes at Sutro &amp; Oddie Press Release</i>
<i>Public Outreach</i>
<i>4.1.24 – Federal/State Meeting</i>
<i>4.1.24 – Steamboat Parkway Media Opportunity</i>
<i>4.2.24 – Selmi Drive Channel 2 Interview</i>
<i>4.5.24 – Sierra Street Bridge Project Online Comment Closed</i>
<i>4.9.24 – RTP Outreach Meeting</i>
<i>4.11.24 – NDOT Public Meeting</i>
<i>4.11.24 – Ballard Fuel Cell Webinar Series Presentation</i>
<i>4.15.24 – Federal/State Meeting</i>
<i>4.16.24 – Ward 2 NAB Meeting</i>
<i>4.17.24 – Joint Interim Standing Committee on Growth &amp; Infrastructure Meeting</i>
<i>4.18.24 – KTVN 2 Interview</i>
<i>4.25.24 – Military Road Project Public Meeting #1</i>
<i>4.30.24 – APTA Mobility Conference</i>

<b>Media Mentions</b>
Josh MacEachern, Project Manager
<i>4.5.24 – (KOLO 8) FTA Funding for Public Transit Heading to Reno</i>
<i>4.8.24 – (RGJ) Reno gets \$3.3 million boost from federal infrastructure plan for regional bus system</i>
<i>4.10.24 – (KOLO 8) RTC Launches Survey for 2050 Transportation Plan</i>
<i>4.10.24 – (KTVN 2) Regional Transportation Commission Invites the Community to Participate in a 2050 Update Survey</i>
<i>4.17.24 – (Channel 4) Midtown Plaques Unveiled</i>
<i>4.25.24 – (Channel 4) From constructing lanes to reffing games: Reno engineer’s journey to the NFL</i>
<i>4.26.24 – (KOLO 8) New traffic patterns with Oddie-Wells construction</i>
<b><i>Social Media engagement and reach has increased across all platforms.</i></b>

<b>Informational Materials and Video Production</b>
Paul Nelson, Project Manager
<i>Status: Five (5) topics were broadcast on KOLO-TV for The Road Ahead with RTC.</i>
<ul style="list-style-type: none"><li>• Book Your Ride with the Transit App</li><li>• Steamboat Parkway Improvements</li><li>• Regional Transportation Plan Survey</li><li>• Biketopia</li><li>• FlexRIDE for South Meadows</li></ul>



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/17/2024

**Agenda Item:** 4.3.1

To: Regional Transportation Commission

From: Xuan Wang, PHD, PE, PTP, RSP2, Planning Manager

**SUBJECT: 2050 Regional Transportation Plan (RTP) Update**

**RECOMMENDED ACTION**

Acknowledge receipt of a report regarding the status of the 2050 Regional Transportation Plan (RTP) Update.

**BACKGROUND AND DISCUSSION**

The RTC is underway on the development of the 2050 Regional Transportation Plan Update. The RTP is the RTC's long-range transportation plan as required under Title 23, Part 450 of the Code of Federal Regulations (CFR). It contains major transportation projects and programs for Washoe County for all modes of travel. It functions as the major tool for implementing long-range transportation planning. The RTP captures the community's vision of the transportation system and identifies the projects, programs and services necessary to achieve that vision that will be implemented by RTC, member entities, and NDOT.

The RTC initiated the development of the 2050 Regional Transportation Plan Update. The purpose of the process is to identify the long-term guiding principles and goals for the regional transportation system and to identify the projects, programs, and services that will be implemented through 2050. This plan will be based on a robust community engagement process and conducted in collaboration with partner agencies. The plan will address the safety, mobility, connectivity, and traffic operations issues that are resulting from strong population and employment growth in the region. Federal regulations require that the long-range planning document be updated every four years. The current RTP approval extends through March 2025. The schedule for the RTP update process allows for federal review and approval of the plan by March 2025. It is anticipated that the draft plan will be available for public and agency review in December 2024.

The project team is currently reviewing, assessing, and refreshing pertinent existing conditions data for the 2050 RTP update. The RTC is responsible for the development of national performance measures and identification of targets, which are reported to the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) through NDOT. The project team is compiling performance measures with identified targets on a regional level, which will be used to inform the transportation improvement

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prioritization process in addition to public input received. The project team is also working on developing the land use forecast to consider future growth in the plan.

The project team is ramping up an ambitious public outreach schedule. The first agency working group meeting was held on January 30, and the second meeting on May 5. An intercounty agency working group meeting was held on March 1 to discuss potential intercounty transportation improvements. Staff provided presentations to Sparks City Council on April 22, Washoe County Commission on April 23, and Reno City Council on April 24 to gather input from the elected officials. In addition, staff have been giving project updates to various audiences including senior staff with partner agencies, advisory committees, private entities, and the public. The RTC engaged with the senior community during the Older Americans Month events. Bilingual staff members were present to interact with attendees and gather feedback on updates to the RTP and Coordinated Human Services Transportation, an integral component of the RTP aimed at addressing the transportation needs of seniors and individuals with disabilities. The public engagement website was launched with an online RTP public survey open until May 30. The project team is monitoring the survey responses received thus far to ensure that the social demographic profiles of participants reflect those of the community. If any particular segments of the community are underrepresented in the responses, targeted outreach efforts will be initiated. Staff are currently in the process of analyzing the comments and input that have been received. This analysis will offer guidance and direction for the development of the 2050 RTP update.

The item supports the FY2024 RTC Goal, "Complete a workplan for RTP update with tasks and milestones, including scenarios, alternative outcomes, and public engagement."

### **FISCAL IMPACT**

2050 RTP update is included in the Unified Planning Work Program.

### **PREVIOUS BOARD ACTION**

- 04/21/2024 Received a report regarding the RTP process and community input during the Board Retreat.
- 12/15/2023 Received a report regarding the RTP public and agency outreach process and schedule.
- 03/19/2021 Adopted a resolution approving the 2050 Regional Transportation Plan (RTP).



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/17/2024

**Agenda Item:** 4.3.2

To: Regional Transportation Commission

From: Graham Dollarhide, Planning Manager

**SUBJECT: TMRPA Shared Work Agreement**

**RECOMMENDED ACTION**

Approve the FY 2025 Shared Work Program with the Truckee Meadows Regional Planning Agency (TMRPA).

**BACKGROUND AND DISCUSSION**

The RTC/TMRPA Shared Work Program was included as a task in the FY 2024-2025 Unified Planning Work Program (UPWP), which was approved by the RTC Board at the April 21, 2023, meeting. The budget includes \$75,000 for TMRPA services in FY 2025. The scope of the Work Program is provided in the Attachment.

**FISCAL IMPACT**

The budget for this item is included in the FY 2024-2025 UPWP.

**PREVIOUS BOARD ACTION**

4/21/2023      Approved the FY 2024-2025 UPWP.

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# **Regional Transportation Commission of Washoe County and Truckee Meadows Regional Planning Agency Shared Work Program**

The Regional Transportation Commission of Washoe County (RTC) has budgeted for the Shared Work Program in the Unified Planning Work Program (UPWP) for fiscal year ending (FYE) 2025. Through this agreement, RTC will reimburse the Truckee Meadows Regional Planning Agency (TMRPA) \$75,000 for the program items described below. In addition, RTC will contribute in-kind staff services to support implementation of the 2019 Truckee Meadows Regional Plan (or a subsequent version) and other regional planning efforts as appropriate, and provide IT and phone support to TMRPA in FYE 2025.

## **GIS, Modeling and Analysis Services**

TMRPA staff services for GIS data and modeling work may include:

- Updates and additional improvements of the TMRPA Population & Employment Model (PEM) development and continuous improvement of GIS database framework to provide flexible GIS solutions for both TMRPA and RTC, including
  - Automation of GIS dataset updates, including database replication and integration
  - Develop online GIS data strategy and work towards creating an online GIS dataset repository and data viewer for transportation demand model results and other transportation related datasets
  - Support for data collection and processing
  - Support for development tracking;
- Ongoing support for the RTC's TransCAD travel demand model, including assistance with aggregation of population, employment, feature, and boundary data;
- Support maintenance of online viewer for TransCAD Regional Road Impact Fee (RRIF) Program;
- Spatial analysis of residential and employment densities and changing demographics to support the evaluation of land use and transportation policy, including scenario analysis;
- Additional GIS data and modeling projects identified during FYE 2025;
- Provide GIS and demographic analysis support to RTC staff in developing various planning studies
- Services to support the Regional Transportation Plan, including
  - Train RTC staff on aggregation of parcel-level data to Traffic Analysis Zones (TAZs)
  - Assist the RTC with the Regional Travel Characteristics Study and Travel Demand Model development project

RTC staff tasks for GIS data and modeling work may include:

- Supporting development of consensus forecasts and aggregating parcel-level data to TAZs; and
- Supporting development of the Public Infrastructure Plan (PIP) relating to transportation

## **Operating Support Services**

RTC cash contributions for support of TMRPA operations may include:

- Data to support the PEM and Consensus Forecast including, but not limited to, ESRI Census data, income data and employment data
- Proportion of TMRPA ongoing services and supplies

## **IT Support Services**

RTC staff services for support of TMRPA operations will include:

- Information technology support
- Telephone support

## **Budget & Work Program Implementation**

Operational adjustments to the shared work program components and priorities may be made from time to time by mutual agreement of the RTC Executive Director and the Director of Regional Planning. TMRPA services outlined in the Shared Work Program are budgeted at \$75,000. TMRPA will invoice the RTC quarterly and payments will be made to the TMRPA at the end of each quarter during FYE 2025. TMRPA will provide a quarterly progress report including a description of the work completed with the invoices.

## **Regional Plan Update**

RTC has budgeted 200 hours for staff services in support of TMRPA operations, including:

- Participation on the Regional Plan Update Working Group, including Natural Resources (NR) Plan and Public Infrastructure Plan (PIP) topics
- Travel demand and air quality modeling support for the Regional Plan
- Support performance metric evaluation
- Assistance with implementation of the 2024 Regional Plan, once adopted by the Regional Planning Governing Board



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/17/2024

**Agenda Item:** 4.3.3

To: Regional Transportation Commission

From: Graham Dollarhide, Planning Manager

**SUBJECT: FHWA/FTA Planning Certification Review Report**

**RECOMMENDED ACTION**

Receive the 2024 Final Report from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) regarding the federally required Transportation Management Area Planning Certification Review.

**BACKGROUND AND DISCUSSION**

The Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) are required to jointly review and evaluate the transportation planning process for each urbanized area over 200,000 in population at least every four years to determine if the process meets the Federal planning requirements. From December 2023 to January 2024, the FHWA and FTA conducted the certification review of the transportation planning process for greater Reno's urbanized area.

The overall conclusion of the Certification Review is that the metropolitan transportation planning process carried out by the Regional Transportation Commission of Washoe County complies with the spirit and intent of the Federal transportation planning laws and regulations under Titles 23 and 49 of the United States Code (23 U.S.C 134 and 49 U.S.C. 5303) and the Code of Federal Regulations (23 CFR 450 and 49 CFR 613). As a result, the FHWA and FTA jointly certify the metropolitan planning transportation planning process.

The attached Certification Review Report documents the FHWA and FTA's evaluation of the region's planning practices and includes specific recommendations based on the Federal requirements. The Report includes no findings but does include commendations and recommendations. Although no action is required, staff has already implemented some of the recommendations and will consider the remaining recommendations for implementation.

The item supports the FY2024 RTC Goal, "Complete upcoming MPO certification with FHWA."

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**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.



U.S. Department  
of Transportation

# Transportation Management Area Planning Certification Review

Federal Highway  
Administration

Federal Transit  
Administration

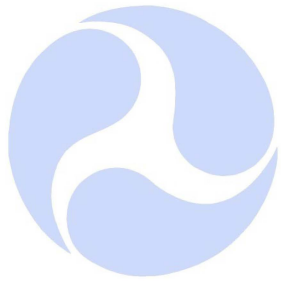
## Regional Transportation Commission of Washoe County (RTCWA)



**April 2024**

**Final**

**Report**






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## 1.0 EXECUTIVE SUMMARY

From December 2023 to January 2024, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) conducted the certification review of the transportation planning process for Reno NV—CA urbanized area. FHWA and FTA are required to jointly review and evaluate the transportation planning process for each urbanized area over 200,000 in population at least every four years to determine if the process meets the Federal planning requirements.

### 1.1 Summary of Current Findings

The current review found that the metropolitan transportation planning process conducted in the Reno NV—CA urbanized area meets Federal planning requirements.

Based on this review and ongoing oversight by the FHWA and the FTA, the transportation planning process carried out by the RTCWA and the Nevada Department of Transportation (NDOT) is certified as meeting the requirements as described in 23 Code of Federal Register Part 450, Subpart C and 49 Code of Federal Register Part 613. There are also recommendations in this report that warrant close attention and follow-up, as well as areas that the MPO is performing well that are to be commended.

The table below summarizes the major review areas of this report; details of the certification findings can be found in Sections 4 and 5 of this report.

Review Area	Finding	Action	Corrective Actions/ Recommendations/ Commendations	Resolution Due Date
Metropolitan Planning Area Boundaries 23 U.S.C. 134(e) 23 CFR 450.312(a) and (i)	In compliance		<b>Recommendation:</b> RTC Washoe should review the boundaries of the existing MPA and the 2020 urban area for Reno, NV—CA, and coordinate next steps with NDOT, FHWA, and FTA.	Before the next RTP update.
MPO Structure and Agreements 23 U.S.C. 134(d) 23 CFR 450.314(a)	In compliance			
Metropolitan Transportation Plan 23 U.S.C. 134(c),(h)&(i) 23 CFR 450.324	In compliance			

**Commented [LR(1):** Are we adding a "Previous Findings" section before this one?

Transportation Improvement Program  
23 U.S.C. 134(c)(h)& (j)  
23 CFR 450.326

In compliance

**Recommendation:** If the eSTIP system is being updated by NDOT, or if you have another method, try to track the original Federal STIP approval date, which will determine the original pre- award eligible date.



Unified Planning Work Program 23 CFR 450.308	In compliance		<p><b>Commendation:</b> UPWP does a good job demonstrating consistency of projects in the program to federal goals, as well as meeting the MPO's long-range priorities and performance targets.</p> <p><b>Recommendation:</b> Table 7 of the 2024-2025 UPWP does not indicate Section 5303 (FTA metropolitan planning) funding levels, as a separate funding source in the budget summary. Using all current and/or reasonably available revenues should be noted so that the program meets financial constraint.</p> <p><b>Recommendation:</b> UPWP should indicate clearly who is performing each work element and task, including if consultants are to be utilized (there is a consultant column in the summary budget but not clear in the narrative section).</p> <p><b>Recommendation:</b> The UPWP should delineate Complete Street activities including cost information in the work program sections of the document.</p>	Before the next UPWP update or amendment.
Transit Planning 49 U.S.C. 5303 23 U.S.C. 134 23 CFR 450.314	In compliance		<p><b>Recommendation:</b> Clarify and document how transit voting is represented on the RTCWA Board.</p> <p><b>Commendation:</b> RTCWA's support of the Transit Program which focuses on addressing improved rapid bus service and streetscape improvements along critical ridership corridors.</p>	Within 180 days of issuance of final certification report.





Public Involvement 23 U.S.C. 134(i)(6) 23 CFR 450.316 & 450.326(b)	In compliance		<b>Recommendation:</b> RTCWA has both qualitative and quantitative analysis process to evaluate effectiveness of the public participation strategies. FHWA and FTA recommend documenting the process in the PPP.  <b>Recommendation:</b> RTCWA has an engagement process for the stakeholders. The TIP, LRTP and PPP outlined the stakeholders and the engagement process, FHWA and FTA recommend documenting the roles, responsibilities, and key decision points of the key stakeholders.	
Civil Rights Title VI Civil Rights Act, 23 U.S.C. 324, Age Discrimination Act, Sec. 504 Rehabilitation Act, Americans with Disabilities Act	In compliance			
Consultation and Coordination 23 U.S.C. 134(g) & (i) 23 CFR 450.316, 23 CFR 450.324(g)	In compliance			
List of Obligated Projects 23 U.S.C. 134(j)(7) 23 CFR 450.334	In compliance			
Freight 23 U.S.C. 134(h) 23 CFR 450.306	In compliance			
Environmental Mitigation/Planning Environmental Linkage 23 U.S.C. 134(i)(2)(D) 23 CFR 450.324(f)(10) 23 U.S.C. 168 Appx. A 23 CFR Part 450	In compliance			
Transportation Safety 23 U.S.C. 134(h)(1)(B) 23 CFR 450.306(a)(2) 23 CFR 450.306(d) 23 CFR 450.324(h)	In compliance			
Transportation Security Planning 23 U.S.C. 134(h)(1)(C) 23 CFR 450.306(a)(3) 23 CFR 450.306(d) 23 CFR 450.324(h)	In compliance			



Nonmotorized Planning/Livability 23 U.S.C. 134(h) 23 U.S.C. 217(g) 23 CFR 450.306 23 CFR 450.324(f)(2)	In compliance			
Integration of Land Use and Transportation 23 U.S.C. 134(g)(3) 23 U.S.C. 134 (h)(1)(E) 23 CFR 450.306(a)(5)	In compliance			
Travel Demand Forecasting 23 CFR 450.324(f)(1)	In compliance			
Air Quality Clean Air Act 42 U.S.C. 7401 40 CFR Part 93 23 CFR 450.324(m)	In compliance			
Congestion Management Process / Management and Operations 23 U.S.C. 134(k)(3) 23 CFR 450.322	In compliance		<b>Recommendation:</b> RTC Washoe should publish the performance evaluations for both the “build” and “no-build” scenarios to help member agencies, stakeholders, and the public better understand the potential impacts of the investments identified in the RTP.	
Performance-Based Planning and Programming 23 CFR 450.306(d)(1) 23 CFR 450.306(d)(2)(i) and (ii) 23 CFR 450.306(d)(4) 23 CFR 450.314(h) 23 CFR 450.324(f)(3) and (4) 23 CFR 450.326(c) and (d)	In compliance		<b>Recommendation</b> – RTC Washoe should enhance the performance narrative in the TIP to more fully describe how the program of projects will help the MPO achieve their regional targets or help NDOT achieve their statewide targets.  <b>Recommendation:</b> In addition to the RTP and TIP, RTC Washoe should use its public website and annual progress reports to track the establishment, and achievement, of performance targets for the FHWA and FTA performance measures.	

**Commented [LR(2):** Edited since this section is summary. The full recommendation was unchanged in Section 4.



## 2.0 INTRODUCTION

### 2.1 Background

Pursuant to 23 U.S.C. 134(k) and 49 U.S.C. 5303(k), the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) must jointly certify the metropolitan transportation planning process in Transportation Management Areas (TMAs) at least every four years. A TMA is an urbanized area, as defined by the U.S. Census Bureau, with a population of over 200,000. After the 2020 Census, the Secretary of Transportation designated 197 TMAs – 192 urbanized areas over 200,000 in population plus four urbanized areas that received special designation. In general, the reviews consist of three primary activities: a virtual site visit, a review of planning products (in advance of and during the site visit), and preparation of a Certification Review Report that summarizes the review and offers findings. The reviews focus on compliance with Federal regulations, challenges, successes, and experiences of the cooperative relationship between the MPO(s), the State DOT(s), and public transportation operator(s) in the conduct of the metropolitan transportation planning process. Joint FTA/FHWA Certification Review guidelines provide agency field reviewers with latitude and flexibility to tailor the review to reflect regional issues and needs. As a consequence, the scope and depth of the Certification Review reports will vary significantly.

The TMA Certification Review process is only one of several methods used to assess the quality of a regional metropolitan transportation planning process, compliance with applicable statutes and regulations, and the level and type of technical assistance needed to enhance the effectiveness of the planning process. Other activities provide opportunities for this type of review and comment, including Unified Planning Work Program (UPWP) approval, the MTP, metropolitan and statewide Transportation Improvement Program (TIP) findings, air-quality (AQ) conformity determinations (in nonattainment and maintenance areas), as well as a range of other formal and less formal contact which provide both FHWA/FTA an opportunity to comment on the planning process. The results of these other processes are considered in the Certification Review process.

While the Certification Review report itself may not fully document those many intermediate and ongoing checkpoints, the “findings” of Certification Review are, in fact, based upon the cumulative findings of the entire review effort.

The review process is individually tailored to focus on topics of significance in each metropolitan planning area. Federal reviewers prepare Certification Reports to document the results of the review process. The reports and final actions are the joint responsibility of the appropriate FHWA and FTA field offices, and their content will vary to reflect the planning process reviewed, whether or not they relate explicitly to formal “findings” of the review.

To encourage public understanding and input, FHWA/FTA will continue to improve the clarity of the Certification Review reports.



## 2.2 Purpose and Objective

Since the enactment of the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991, the FHWA and FTA, are required to jointly review and evaluate the transportation planning process in all urbanized areas over 200,000 population to determine if the process meets the Federal planning requirements in 23 U.S.C. 134, 40 U.S.C. 5303, and 23 CFR 450. The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), extended the minimum allowable frequency of certification reviews to at least every four years.

The Regional Transportation Commission of Washoe County (RTCWA) is the designated MPO for the Washoe County urbanized area. RTCWA is also the responsible public transportation operator and NDOT is the responsible State agency. Current membership of the RTCWA consists of elected officials from the political jurisdictions in Washoe County. The study area includes Reno and Sparks as well as the unincorporated areas of Washoe County.

Certification of the planning process is a prerequisite to the approval of Federal funding for transportation projects in such areas. The certification review is also an opportunity to provide assistance on new programs and to enhance the ability of the metropolitan transportation planning process to provide decision makers with the knowledge they need to make well-informed capital and operating investment decisions.

## 3.0 SCOPE AND METHODOLOGY

### 3.1 Review Process

The certification review consisted of a desk audit of documents provided by RTCWA, a virtual site-visit review which was held on January 16-17, 2024, and a concurrent public comment session held during the review. The second day of the on-site session also included reports and discussion of local projects. Participants in the review included representatives of FHWA-NV, FHWA-HQ, FTA Region 9, FTA-HQ, Nevada DOT, and RTCWA Staff. A full list of participants is included in Appendix A.

A desk audit of current documents and correspondence was completed prior to the site visit. In addition to the formal review, routine oversight mechanisms provide a major source of information upon which to base the certification findings.

The certification review covers the transportation planning process conducted cooperatively by the MPO, State, and public transportation operators. Background information, current status, key findings, and recommendations are summarized in the body of the report for the following subject areas selected by FHWA and FTA staff for on-site review:

- MPO Structure and Agreements
- Regional Transportation Plan (RTP)



- Congestion Management Process
- Transportation Improvement Program (TIP) Development and Project Selection
- Performance Based Planning and Programming
- Unified Planning Work Program
- Transit Planning Activities
- Public Participation

### 3.2 Documents Reviewed

In addition, the following MPO documents were evaluated through a desk audit as part of this planning process review:

- 2050 Regional Transportation Plan (RTP): <https://rtcwashoe.com/planning/regional-planning/rtp/>
- FFY 2023-2027 Regional Transportation Improvement Program (RTIP): [https://rtc2023.wpengine.com/wp-content/uploads/2023/11/FFY\\_2023-2027\\_RTIP\\_Amendment\\_1\\_Combined\\_FINAL.pdf](https://rtc2023.wpengine.com/wp-content/uploads/2023/11/FFY_2023-2027_RTIP_Amendment_1_Combined_FINAL.pdf)
- FY 2024 – FY 2025 Unified Planning Work Program (UPWP): <https://rtcwashoe.com/planning/unified-planning-work-program-upwp/>
- Public Participation Plan: <https://rtcwashoe.com/planning/public-participation-plan/>
- ADA Contact Form: <https://rtcwashoe.com/?s=ada+contact>
- ADA Transition Plan: <https://rtcwashoe.com/?s=ada+contact>
- Congestion Management Process: <https://rtcwashoe.com/wp-content/uploads/2023/10/CMAQ-Guidelines-Final.pdf>
- List of Obligated Projects: <https://rtcwashoe.com/planning/regional-planning/rtp/>
- Travel Demand Forecasting Documentation: <https://rtcwashoe.com/planning/regional-planning/rtp/>
- Washoe County Regional Travel Characteristics Study: <https://rtcwashoe.com/planning/corridor-studies/>
- Air Quality Conformity Documentation: <https://rtcwashoe.com/planning/regional-planning/rtp/>
- Self-Certification/Procurement Procedures: <https://www.rtcwashoe.com/about/procurement/>
- Financial Reporting Documentation: <https://www.rtcwashoe.com/about/finance/>
- Fiscal Constraint Documentation: <https://rtcwashoe.com/planning/regional-planning/rtp/>
- Organization: <https://www.rtcwashoe.com/about/organization/>
- RTC Board: <https://www.rtcwashoe.com/about/board/>
- CMAQ Guidelines: <https://rtcwashoe.com/planning/congestion-mitigation-air-quality-cmaq-guidelines/>



- CMAQ Guidelines: <https://rtcwashoe.com/planning/congestion-mitigation-air-quality-cmaq-guidelines/>
- RTC 2022 Annual Report: <https://rtcwashoe.com/about/annual-report/>
- RTC Complete Streets Master Plan: <https://rtcwashoe.com/planning/complete-streets-master-plan/>
- RTC Bicycle and Pedestrian Master Plan: <https://rtcwashoe.com/planning/bicycle-pedestrian-master-plan/>
- RTC Sustainability Plan: <https://rtcwashoe.com/planning/sustainability/>
- RTC Corridor Studies (links to various studies): <https://rtcwashoe.com/planning/corridor-studies/>
- RTC Transportation Alternatives (TA) Set-Aside Program Guidance: <https://rtcwashoe.com/planning/transportation-alternatives-ta-set-aside-program/>
- Interlocal Public Transit Agreement
- RTC System Security and Emergency Preparedness Plan
- RTC Safety Management System Plan
- MPO Designation Documents
- RTC Org Charts with Detail
- RTC Intercity Interlocal Agreement
- Interagency Performance Management Agreement
- RTC PM2, PM3, Safety Performance Management Target Letter
- UPWP Cooperative Agreement
- Metropolitan Planning Agreement



## 4.0 PROGRAM REVIEW

### 4.1 Metropolitan Planning Area

#### 4.1.1 Regulatory Basis

23 CFR 450.312(a)(1) – At a minimum, the MPA boundaries shall encompass the entire existing urbanized area (as defined by the Bureau of the Census) plus the contiguous area expected to become urbanized within a 20-year forecast period for the metropolitan transportation plan.

23 CFR 450.312(i) – The MPO (in cooperation with the State and public transportation operator(s)) shall review the MPA boundaries after each Census to determine if existing MPA boundaries meet the minimum statutory requirements for new and updated urbanized area(s), and shall adjust them as necessary. As appropriate, additional adjustments should be made to reflect the most comprehensive boundary to foster an effective planning process that ensures connectivity between modes, improves access to modal systems, and promotes efficient overall transportation investment strategies.

#### 4.1.2 Current Status

On December 29, 2022, the U.S. Census Bureau published a notice in the Federal Register [\[87 FR 80114\]](#) announcing the qualifying urban areas based on the results of the 2020 Decennial Census. For the Reno, NV—CA urban area, the Census Bureau identified 446,529 persons, 187,560 housing units, and 165.4 square miles of land area. FHWA's [HEPGIS](#) online mapping system shows that the portion of the Reno, NV—CA urban area in California is not currently within RTC Washoe's MPA (refer to Figure 1 below).

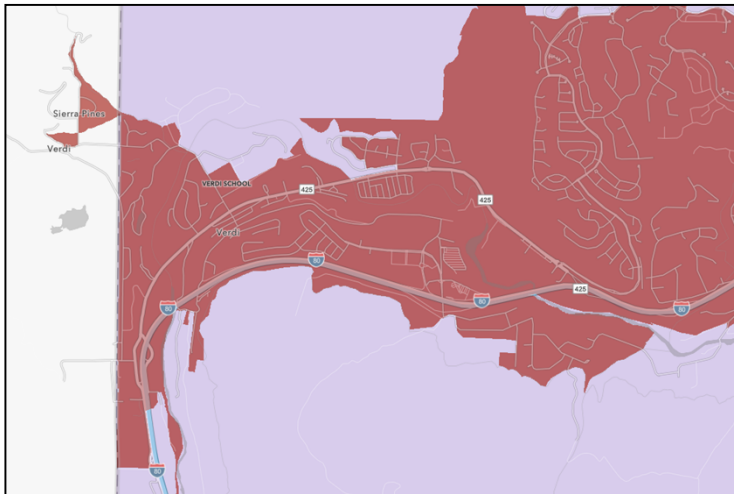


Figure 1. RTC Washoe's MPA (purple) and the Census Bureau's 2020 urban area for Reno, NV—CA (red)



FHWA's [Estimated Schedule of Activities for the 2020 Census](#) recommends that existing MPOs expand their MPAs to include all territory in urban areas with populations more than 50,000 (as determined by the Census Bureau and the results of the 2020 Decennial Census) before the next regularly scheduled metropolitan transportation plan update after October 1, 2023, or within 4 years of the designation of the new urban area boundary (i.e., December 29, 2026), whichever occurs first.

#### **4.1.3 Findings**

**Recommendation** – Before the next RTP update, RTC Washoe should review the boundaries of the existing MPA and the 2020 urban area for Reno, NV—CA, and coordinate next steps with NDOT, FHWA, and FTA. RTCWA meets the regulatory requirements for the MPA review area.

## **4.2 MPO Structure and Board Membership**

### **4.2.1 Regulatory Basis**

23 U.S.C. 134(d) and 23 CFR 450.314(a) state the MPO, the State, and the public transportation operator shall cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process. These responsibilities shall be clearly identified in written agreements among the MPO, the State, and the public transportation operator serving the Metropolitan Planning Area (MPA).

### **4.2.2 Current Status**

The RTCWA Board is comprised of 5 representatives appointed from 3 government jurisdictions, 2 Reno City Council Members, 1 Sparks City Council Member, and 2 Washoe County Commissioners. The Director of the Nevada Department of Transportation is also a member of the Board as a non-voting member.

Previous Certification Reviews have recommended that RTCWA not only include NDOT as a member of the Board but also a voting member. To date, RTCWA has not included NDOT as a voting member. However, NDOT as part of the MPO Board as a non-voting member has still been beneficial for the integration of the planning process between Reno, Sparks, Washoe County, and NDOT.

### **4.2.3 Findings**

RTCWA meets the regulatory requirements for the MPO Structure and Board Membership review area.





## 4.3 Metropolitan Transportation Plan

### 4.3.1 Regulatory Basis

23 U.S.C. 134(c), (h) & (i) and 23 CFR 450.324 set forth requirements for the development and content of the Metropolitan Transportation Plan (MTP). Among the requirements are that the MTP address at least a 20-year planning horizon and that it includes both long and short-range strategies that lead to the development of an integrated and multi-modal system to facilitate the safe and efficient movement of people and goods in addressing current and future transportation demand.

The MTP is required to provide a continuing, cooperative, and comprehensive multimodal transportation planning process. The plan needs to consider all applicable issues related to the transportation systems development, land use, employment, economic development, natural environment, and housing and community development.

23 CFR 450.324(c) requires the MPO to review and update the MTP at least every four years in air quality nonattainment and maintenance areas and at least every 5 years in attainment areas to reflect current and forecasted transportation, population, land use, employment, congestion, and economic conditions and trends.

Under 23 CFR 450.324(f), the MTP is required, at a minimum, to consider the following:

- Projected transportation demand
- Existing and proposed transportation facilities
- Operational and management strategies
- Congestion management process
- Capital investment and strategies to preserve transportation infrastructure and provide for multimodal capacity
- Design concept and design scope descriptions of proposed transportation facilities
- Potential environmental mitigation activities
- Pedestrian walkway and bicycle transportation facilities
- Transportation and transit enhancements
- A financial plan

### 4.3.2 Current Status

The current RTCWA 2050 Regional Transportation Plan was adopted on March 19, 2021. The 2050 RTP process was shaped by community input that led to four distinct guiding principles which included safe and healthy communities, economic development and diversification, sustainability, and increased travel choices. The guiding principles were then further dissected into 9 goal areas to be implemented throughout the plan.



In January 2024, RTCWA amended the RTP to include new projects with the public comment period ending January 16, 2024. The amendment added several projects to the RTP as a result of a reprioritization effort in the Downtown and Midtown areas.

#### 4.3.3 Findings

The RTCWA complies with the regulatory requirements set for in 23 U.S.C. 134(c), (h) & (i) and 23 CFR 450.324 for the development and content of the Metropolitan Transportation Plan. The review team finds that the MTP includes at a minimum, all items under 23 CFR 450.324(c) and is within the required review and update cycle.

## 4.4 Congestion Management Process (CMP)

### 4.4.1 Regulatory Basis

23 CFR 450.322 requires the transportation planning process in a TMA to address congestion management through a process that provides for safe and effective integrated management and operation of the multimodal transportation system, based on a cooperatively developed and implemented metropolitan-wide strategy, of new and existing transportation facilities eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53 through the use of travel demand reduction (including intercity bus operators, employer-based commuting programs such as a carpool program, vanpool program, transit benefit program, parking cash-out program, shuttle program, or telework program), job access projects, and operational management strategies.

### 4.4.2 Current Status

RTC Washoe and NDOT are working together to coordinate and carry out a CMP as an integrated part of the metropolitan transportation planning process. The CMP is documented in the 2050 RTP and integrated with the TIP and UPWP. The following section evaluates the TMA's current status considering the 8 recommended actions in FHWA's CMP guidebook, which are based on the provisions in 23 CFR 450.322, and input from practitioners.

- **Develop regional objectives**

The primary objectives of the CMP are to reduce both recurring and non-recurring traffic congestion. The CMP is also aligned with the RTP guiding principles, RTP goals, and national performance goals from 23 U.S.C. 150(b). The Federal Review Team notes that RTC Washoe may be interested in FHWA's [Practitioner's Reference on Planning for Transportation Systems Management and Operations](#) as this document can help the TMA integrate more objectives, performance measures, and data into the CMP.

- **Define CMP network**

The CMP network includes freeways, regional roads, roads with fixed-route bus service,



and industrial roads with freight movement. Regional roads generally include facilities with 5,000+ average daily trips.

- **Develop multimodal performance measures**

Congestion is measured using a travel time index, which compares travel conditions in the peak periods with travel conditions during free-flow or posted-speed-limit conditions. Congestion is also measured using the ratio of the volume of traffic to the capacity of the road (V/C) and calculating the level of service (LOS). Roadways with LOS ratings of D, E, or F are considered to be congested. The CMP is also aligned with the FHWA performance measures for roadway safety, pavement condition, bridge condition, travel time reliability, freight reliability, traffic congestion, and emissions reduction, and additional measures related to roadway safety, infrastructure condition, transit state of good repair, congestion reduction, system reliability, and environmental sustainability.

- **Collect data and monitor system performance**

NDOT provides RTC Washoe with traffic speed data and travel time data from INRIX. RTC Washoe also collects average daily traffic; crash frequency, rate, and severity; pavement condition index; bridge rating; regional land use priority; status of sidewalks and bicycle facilities; and equity data related to food deserts, Census demographics, and proximity to essential services.

- **Analyze congestion problems and needs**

RTC Washoe uses INRIX data to monitor peak periods of congestion during weekday mornings and afternoons, and to identify congestion hotspots and bottlenecks. RTC Washoe also uses the travel demand model to analyze current traffic levels and to project future traffic levels for “build” and “no-build” scenarios, considering the projects listed in the RTP. In addition, RTC Washoe uses the corridor plans, transportation studies, and needs assessments identified in the UPWP to analyze congestion problems and needs.

- **Identify and assess strategies**

RTC Washoe gathers information about priorities for operational strategies and capacity improvements from stakeholders, the general public, and partner agencies during the development of the RTP. During the development of the 2050 RTP, the MPO worked closely with the 2050 RTP Agency Working Group, Inter-County Working Group, RTC Technical Advisory Committee, RTC Citizens Multimodal Advisory Committee, and RTC Board, to identify and assess strategies.

The CMP is integrated with the RTP project prioritization framework, which RTC Washoe uses to evaluate projects for inclusion in the RTP. The MPO uses the RTP framework to evaluate four categories of projects: (1) Freeway projects, (2) Capacity expansion projects, (3) New roadway projects, and (4) Multimodal projects. The RTC Board considers the results of this framework when selecting projects for inclusion in the RTP.

The RTP also identifies programmatic funding for four categories of regional investments: (1) Bicycle, Pedestrian, and Americans with Disabilities Act (ADA), (2) Traffic Signals, Intelligent



Debt Service. The MPO works with member agencies to prioritize investments from those regional programs as the TIP is developed and implemented.

- **Program and implement strategies**

After projects are evaluated through the RTP project prioritization framework and selected for inclusion in the RTP by the RTC Board, the projects identified in the near-term horizon are advanced to the TIP for programming. For each project or program listing, the TIP identifies the lead agency, revenue sources, project phases, and implementation schedule.

- **Evaluate strategy effectiveness**

After projects are implemented, RTC Washoe evaluates system-level performance through [annual reports](#) and regularly scheduled 4-year RTP updates, and project-level performance through corridor plans and before-and-after studies. Geospatial data is also available on-demand through the MPO's online [map library](#).

#### 4.4.3 Findings

**Recommendation** – RTC Washoe should publish the performance evaluations for both the “build” and “no-build” scenarios to help member agencies, stakeholders, and the public better understand the potential impacts of the investments identified in the RTP. RTCWA meets the regulatory requirements for the CMP review area.



## 4.5 Transportation Improvement Program (TIP)

### 4.5.1 Regulatory Basis

23 U.S.C. 134(c),(h) & (j) set forth requirements for the MPO to cooperatively develop a Transportation Improvement Program (TIP). Under 23 CFR 450.326, the TIP must meet the following requirements:

- Must cover at least a four-year horizon and be updated at least every four years.
- Surface transportation projects funded under Title 23 U.S.C. or Title 49 U.S.C., except as noted in the regulations, are required to be included in the TIP.
- List project description, cost, funding source, and identification of the agency responsible for carrying out each project.
- Projects need to be consistent with the adopted RTP.
- Must be fiscally constrained.
- The MPO must provide all interested parties with a reasonable opportunity to comment on the proposed TIP.

### 4.5.2 Current Status

RTCWA Transportation Improvement Program is a 5-year program of projects that is updated every 2 years. The current FFY 2023-2027 TIP was recently updated and adopted in November 2023 and assists in implementing the first 5 years of their Regional Transportation Plan. The RTCWA TIP along with the NDOT electronic State Transportation Improvement Program (eSTIP) demonstrate fiscal constraint needed for compliance. However, the RTCWA TIP can be more transparent by showing more detailed fiscal constraint tables within the TIP or by describing how the eSTIP also conveys this information.

### 4.5.3 Findings

RTCWA's TIP complies with the requirements set forth in 23 U.S.C. 134(c),(h) & (j) for the MPO to cooperatively develop a TIP and meets the requirements set forth in 23 CFR 450.326. The review team does recommend incorporating the detailed fiscal constraint tables within the TIP in addition to charts and graphs or describing how this information can also be found within the eSTIP.

**Recommendation:** If the eSTIP system is being updated by NDOT, please request that the system track the original date that a project received federal approval in addition to the most recent federal approval date. This is because pre-award (to reimburse federal funds for projects in FTA grants) cannot extend prior to the original federal approval date.

RTCWA meets the regulatory requirements for the TIP review area.



## 4.6 Performance-Based Planning and Programming (PBPP)

### 4.6.1 Regulatory Basis

23 CFR 450.306(d)(1) requires the establishment and use of a performance-based approach to transportation decisionmaking to support the national goals described in 23 U.S.C. 150(b) and the general purposes described in 49 U.S.C. 5301(c).

23 CFR 450.306(d)(2)(i) requires MPOs to establish performance targets that address the performance measures or standards established under 23 CFR part 490 (where applicable), 49 U.S.C. 5326(c), and 49 U.S.C. 5329(d) to use in tracking progress toward attainment of critical outcomes for the MPO region.

23 CFR 450.306(d)(2)(ii) requires the selection of targets under 23 CFR Part 490 to be coordinated with the relevant State(s) to ensure consistency, to the maximum extent practicable, and 23 CFR 450.306(d)(2)(iii) requires the selection of targets under 49 U.S.C. 5326(c) and 49 U.S.C. 5329(d) to be coordinated with public transportation providers to ensure consistency, to the maximum extent practicable.

23 CFR 450.306(d)(4) requires MPOs to integrate in the metropolitan transportation planning process, directly or by reference, the goals, objectives, performance measures, and targets described in other transportation plans and transportation processes, including the State asset management plan for the National Highway System (NHS), Highway Safety Improvement Program (HSIP), Strategic Highway Safety Plan (SHSP), State Freight Plan, Transit Asset Management Plan, Public Transportation Agency Safety Plan, Congestion Mitigation and Air Quality Improvement Program (CMAQ) Performance Plan, and Congestion Management Process (CMP).

23 CFR 450.314(h) requires MPOs, States, and the providers of public transportation to jointly agree upon and develop specific written provisions for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO, and the collection of data for the State asset management plan for the NHS.

23 CFR 450.324(f)(3) requires the MTP to include a description of the performance measures and performance targets used in assessing the performance of the transportation system, and 23 CFR 450.324(f)(4) requires a system performance report evaluating the condition and performance of the transportation system with respect to the performance targets, including baseline data and progress achieved by the MPO in meeting the performance targets in comparison with previous reports.

23 CFR 450.326(c) requires the transportation improvement program (TIP) to be designed such that once implemented it makes progress toward achieving the performance targets, and 23 CFR 450.326(d) requires a description of the anticipated effect of the TIP toward achieving the performance targets identified in the metropolitan transportation plan, to the maximum extent practicable, linking investment priorities to those performance targets.



#### 4.6.2 Current Status

RTC Washoe and NDOT are working together to coordinate and carry out a performance-based multimodal transportation planning process consistent with the FHWA-FTA joint rule on statewide, nonmetropolitan, and metropolitan transportation planning. The following section evaluates the TMA's current status concerning the national performance measures from FHWA and FTA.

- **Developing, and carrying out, jointly agreed upon specific written provisions for PBPP**

In March 2019, NDOT finalized an interagency agreement with Nevada's MPOs to identify the roles, responsibilities, and timelines for PBPP, including data sharing, target establishment, reporting, and integration into planning documents. The agreement covers the FHWA performance measures for roadway safety, pavement condition, bridge condition, travel time reliability, freight reliability, traffic congestion, and emissions reduction. RTC Washoe signed the agreement on October 18, 2018, and NDOT signed on March 27, 2019. In July 2023, NDOT finalized an update to the interagency agreement with Nevada's MPOs. The new agreement includes updated timelines for PBPP and highlights the involvement of NDOT's Performance Management Team and the Planning Executive Group, an interagency working group consisting of NDOT, the MPOs, and FHWA. RTC Washoe signed the updated agreement on July 17, 2023, and NDOT signed on July 25, 2023.

- **Coordinating, establishing, and reporting performance targets**

The Planning Executive Group helps coordinate PBPP activities amongst NDOT, the MPOs, and FHWA, including data sharing and the establishment of statewide and regional performance targets. For the FHWA performance measures, RTC Washoe staff notify NDOT via email the MPO's decisions to support the statewide targets or establish regional targets. However, it appears some transit state of good repair (TAM) targets were not included in the MTP Chapter 12 including Equipment and Facilities as defined in 49 USC 625 Subpart D.

- **Evaluating past condition and performance, documenting performance measures and targets, and reporting progress achieved toward meeting targets**

The 2050 RTP includes targets established for the FHWA performance measures, and additional measures related to roadway safety, infrastructure condition, transit state of good repair, congestion reduction, system reliability, and environmental sustainability. For each of the performance measures, the RTP includes current data and the status of progress made toward achieving the targets. The Federal Review Team notes that the RTP could be enhanced by more clearly describing (1) the performance period for each performance measure, (2) the associated baseline data, and (3) whether or not each target reflects a regional target established by the MPO or a statewide target the MPO has agreed to support. The Federal Review Team notes that the Wasatch Front Regional Council's [System Performance Report](#) from their [2023-2050 RTP](#) is a noteworthy example of how to document performance measures, targets, current conditions, baseline data, and progress in achieving targets (as well as System Performance in Equity Focus Areas). In addition, FHWA's [State Performance Dashboard](#) is a valuable resource for MPOs that have agreed to adopt and support statewide targets for FHWA's performance measures.



The [State Performance Dashboard for Nevada](#) archives FHWA's significant progress determinations for [roadway safety](#) and [pavement condition, bridge condition, travel time reliability, and freight reliability](#).

- **Linking investment priorities to targets and describing anticipated future target achievement**  
The FY 2023-2027 TIP also includes targets established for the FHWA performance measures, current data, and the status of progress made toward achieving the targets. The TIP relies on the RTP project prioritization framework to link investment priorities to targets. The RTP framework evaluates projects on existing regional roads using criteria related to safety, traffic congestion, pavement/bridge condition, and other factors such as equity, project readiness, and public input.
- **Integrating performance-based plans and processes**  
The [One Nevada Transportation Plan and Planning Process](#) has helped NDOT and RTC Washoe align goals, policies, performance measures, and targets, and implement NDOT's Strategic Highway Safety Plan, Transportation Asset Management Plan, and State Freight Plan. As the lead agency for the Congestion Management Process, Transit Asset Management Plan, and Public Transportation Agency Safety Plan, RTC Washoe has integrated those efforts throughout their planning process, including the RTP, TIP, and UPWP. The MPO has implemented a well-developed process for integrating asset management into the planning and programming process for Transit Asset Management. Practices consist of conducting an equity analysis of transit vehicle condition on routes serving areas with high racial minority populations compared to routes serving other areas in support of Title VI of the Civil Rights Act. RTC also uses performance-based contracts for its transit vehicles to ensure on-time preventative maintenance to maintain a state of good repair.

#### 4.6.3 Findings

**Recommendation** – RTC Washoe should enhance the performance narrative in the TIP to more fully describe how the program of projects will help the MPO achieve their regional targets or help NDOT achieve their statewide targets. For example, RTC Washoe should identify the individual projects or general project types that impact each performance area, the amount of funding programmed in support of each performance area, and whether additional funding or additional projects are needed to achieve the targets.

**Recommendation** – In addition to the RTP and TIP, RTC Washoe should use its public website and annual progress reports to track the establishment, and achievement, of performance targets for the FHWA and FTA performance measures.

RTCWA meets the regulatory requirements for the PBPP review area.





## 4.7 Unified Planning Work Program (UPWP)

### 4.7.1 Regulatory Basis

23 CFR 450.308 sets the requirement that planning activities performed under Titles 23 and 49 U.S.C. be documented in a Unified Planning Work Program (UPWP). The MPO, in cooperation with the State and public transportation operator, shall develop a UPWP that includes a discussion of the planning priorities facing the MPA and the work proposed for the next one- or two-year period by major activity and task in sufficient detail to indicate the agency that will perform the work, the schedule for completing the work, the resulting products, the proposed funding, and sources of funds.

### 4.7.2 Current Status

The RTC develops a biennial Unified Planning Work Program (UPWP) that describes the MPO's transportation planning priorities and activities scheduled in Washoe County. The current two-year program spans July 2023 through June 2025 and demonstrates consistency with 2021 federal Planning Emphasis Areas (PEAs) and planning factors required under 23 CFR 450.206, as well as the MPO's 2050 LRTP guiding principles and goals.

The UPWP discusses a performance-based approach linking early planning efforts and studies in the program influencing and shaping regional projects and ultimately performance target goals. This full project lifecycle approach was good to see.

The RTC has been using PL and Section 5303 funding to produce high quality UPWP studies which develop into transportation projects that support regional growth and needs. Work elements and tasks in the UPWP cover a description of the work to be performed, cost estimates for each activity, the schedule for completing the work, and the resulting products. Major projects include development of the Active Transportation Plan, Regional Freight Study, as well as various transit planning efforts.

Table 7 of the 2024-2025 UPWP provides a budget summary of the tasks and the resultant staff hours and costs associated with completion on each effort. It is not apparent from the Table if carry-over funding is accounted for from one UPWP cycle to the next. Also, as a two-year funding document, it wasn't clear how changes in UPWP tasks could lead to potential amendments. Some MPO's with similar biennial programs, often have a budget update between years to account for likely changes and carry over funds.

### 4.7.3 Findings

**Commendation:** UPWP does a good job demonstrating consistency of projects in the program to federal goals, as well as meeting the MPO's long-range priorities and performance targets.



**Recommendation:** Table 7 of the 2024-2025 UPWP does not indicate Section 5303 (FTA metropolitan planning) funding levels, as a separate funding source in the budget summary. Using all current and/or reasonably available revenues, including carry over funds from incomplete tasks, should be noted so that the program meets financial constraint.

**Recommendation:** UPWP should indicate clearly who is performing each work element and task, including if consultants are to be utilized (there is a consultant column in the summary budget but not clear in the narrative section).

**Recommendation:** The UPWP mentions focus on “safety and multimodal transportation planning” in adherence with IIJA/BIL Complete Streets (CS) requirements (Public Law 117-58 §11206), however specific PL funds spending on CS tasks are not mentioned in the “Work Elements and Tasks” or financial spreadsheet sections of the document. The UPWP should delineate CS activities and costs in the work program document.

RTCWA meets the regulatory requirements for the UPW review area.

## 4.8 Transit Planning Activities

### 4.8.1 Regulatory Basis

49 U.S.C. 5303 and 23 U.S.C. 134 require the transportation planning process in metropolitan areas to consider all modes of travel in the development of their plans and programs. Federal regulations cited in 23 CFR 450.314 state that the MPO in cooperation with the State and operators of publicly owned transit services shall be responsible for carrying out the transportation planning process.

### 4.8.2 Current Status

RTCWA is not only the MPO for Washoe County but also serves as the transit service provider throughout the region. The regional transit network includes bus operations and paratransit. The RTCWA discussed plans for increasing transit through funding and programs that provide for expanded regional bus service. During the on-site session of the review, it was initially unclear how transit was represented (or by whom) on the MPO board. But after discussions it was explained that a current board member also serves as the transit service representative due to the RTCWA’s role serving as both the MPO and transit service provider.

### 4.8.3 Findings

RTCWA is compliant with 49 USC 5303 and 23 USC 134 in regards to Transit Planning.

**Recommendation:** Clarify and document how transit voting is represented on the Board.

**Commendation:** RTCWA's support of the Transit Program which focuses on addressing improved rapid bus service and streetscape improvements along critical ridership corridors.

RTCWA meets the regulatory requirements for the transit planning review area.



## 4.9 Public Involvement

### 4.9.1 Regulatory Basis

Sections 134(i)(5), 134(j)(1)(B) of Title 23 and Section 5303(i)(5) and 5303(j)(1)(B) of Title 49, require an MPO to provide adequate opportunity for the public to participate in and comment on the products and planning processes of the MPO. The requirements for public involvement are detailed in 23 CFR 450.316(a) and (b), which require the MPO to develop and use a documented participation plan that includes explicit procedures and strategies to include the public and other interested parties in the transportation planning process.

Specific requirements include giving adequate and timely notice of opportunities to participate in or comment on transportation issues and processes, employing visualization techniques to describe metropolitan transportation plans and TIPs, making public information readily available in electronically accessible formats and means such as the world wide web, holding public meetings at convenient and accessible locations and times, demonstrating explicit consideration and response to public input, and a periodically reviewing of the effectiveness of the participation plan.

### 4.9.2 Current Status

RTCWA has developed a documented public participation plan (PPP) that outlines the public participation process along with State and Federal regulatory requirements. The PPP explains how RTCWA works with government partners, describes standard outreach activities, and offers a variety of outreach methods to reach a diverse set of stakeholders. This includes a description of stakeholders and stakeholder meetings as well as public events that are on a reoccurring basis. The PPP also lists outreach protocols regarding all required plans and programs related to the planning process. The current PPP was adopted in 2022.

### 4.9.3 Findings

RTCWA's public involvement process complies with Sections 134(i)(5), 134(j)(1)(B) of Title 23 and Section 5303(i)(5) and 5303(j)(1)(B) of Title 49. RTCWA has made a conscientious effort to include the public within the planning and decision-making process. RTCWA has a sound public involvement process and is constantly reaching out to the community through a variety of mechanisms. The overall transparency of their process and the effort RTCWA has made to include the public, as well as all stakeholder groups has enhanced RTCWA's transportation planning and decision-making process.

**Recommendation:** RTCWA has both qualitative and quantitative analysis process to evaluate effectiveness of the public participation strategies. FHWA and FTA recommend documenting the process in the PPP.

**Recommendation:** RTCWA has an engagement process for the stakeholders. The TIP, LRTP and PPP outlined the stakeholders and the engagement process, FHWA and FTA recommend documenting the roles, responsibilities, and key decision points of the key stakeholders.



## **5.0 CONCLUSION AND RECOMMENDATIONS**

The FHWA and FTA review finds that the metropolitan transportation planning process conducted in the Reno NV—CA urbanized area meets Federal planning requirements.

### **5.1 Commendations**

The following are noteworthy practices that the RTCWA is doing well in the transportation planning process:

- UPWP does a good job demonstrating consistency of projects in the program to federal goals, as well as meeting the MPO's long-range priorities and performance targets.
- RTCWA's support of the Transit Program which focuses on addressing improved rapid bus service and streetscape improvements along critical ridership corridors.

### **5.2 Corrective Actions**

There are no corrective actions.

### **5.3 Recommendations**

See summary of recommendations that would improve the transportation planning process on pages 2-5.



## APPENDIX A - PARTICIPANTS

FHWA Nevada Division:	Tylor Finley
FTA Region IX:	Alex Smith, Mervin Acebo, Mary Nguyen
FHWA HQ:	Corbin Davis, Cheng Yan
FTA HQ:	Ryan Long, Colby McFarland, Eva Steinman
NDOT:	Melissa Chandler
RTCWA:	Bill Thomas, Graham Dollarhide, Xuan Wang,

RTCWA conducted a virtual tour of their regional projects which included an opportunity for participation from community members to share comments. No community members attended and no comments were provided.



U.S. Department of Transportation  
Federal Highway Administration  
Federal Transit Administration

## **APPENDIX B – PUBLIC COMMENTS**

At the request of the Federal Review Team, RTC Washoe coordinated through its outreach program website and newspaper to solicit public comments on the regional transportation planning process. None were received.



## APPENDIX C - LIST OF ACRONYMS

**ADA:** Americans with Disabilities Act  
**AMPO:** Association of Metropolitan Planning Organizations  
**BIL:** Bipartisan Infrastructure Law  
**CAA:** Clean Air Act  
**CFR:** Code of Federal Regulations  
**CMP:** Congestion Management Process  
**CO:** Carbon Monoxide  
**DOT:** Department of Transportation  
**EJ:** Environmental Justice  
**FAST:** Fixing America's Surface Transportation Act  
**FHWA:** Federal Highway Administration  
**FTA:** Federal Transit Administration  
**FY:** Fiscal Year  
**HSIP:** Highway Safety Improvement Program  
**IJA:** Infrastructure Investment and Jobs Act  
**ITS:** Intelligent Transportation Systems  
**LEP:** Limited-English-Proficiency  
**M&O:** Management and Operations  
**MAP-21:** Moving Ahead for Progress in the 21<sup>st</sup> Century  
**MPA:** Metropolitan Planning Area  
**MPO:** Metropolitan Planning Organization  
**MTP:** Metropolitan Transportation Plan  
**NAAQS:** National Ambient Air Quality Standards  
**NHS:** National Highway System  
**NO<sub>2</sub>:** Nitrogen Dioxide  
**O<sub>3</sub>:** Ozone  
**PBPP:** Performance-Based Planning and Programming  
**PM<sub>10</sub> and PM<sub>2.5</sub>:** Particulate Matter  
**SHSP:** Strategic Highway Safety Plan  
**STIP:** State Transportation Improvement Program  
**TDM:** Travel Demand Management  
**TIP:** Transportation Improvement Program  
**TMA:** Transportation Management Area  
**U.S.C.:** United States Code  
**UPWP:** Unified Planning Work Program  
**USDOT:** United States Department of Transportation





Report prepared by:

FHWA Nevada Division

FTA Region 9



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/17/2024

**Agenda Item:** 4.4.1

To: Regional Transportation Commission

From: Michele Payne, Property Agent

**SUBJECT: Resolution of Condemnation 24-06**

**RECOMMENDED ACTION**

Approve a Resolution of Condemnation authorizing RTC's legal counsel to commence condemnation proceedings to acquire a fee simple interest in the entirety of APN 013-082-10, a fee simple interest in a portion of APN 013-082-14, and a temporary construction easement on a portion of APN 013-082-14 from ZRA Enterprises LTD, which are needed to construct the Mill Street Capacity and Safety project.

**BACKGROUND AND DISCUSSION**

The purpose of the project is to construct roadway and safety improvements along Mill Street between Kietzke Lane and Terminal Way. The 100% design plans for the project are complete. The project is currently scheduled to begin construction in early 2025.

Through an Interlocal Cooperative Agreement with the City of Reno and Washoe County dated December 9, 2020, the RTC has been authorized to negotiate and/or initiate eminent domain proceedings to acquire property when necessary for the project. RTC needs to acquire these specific property interests from ZRA Enterprises LTD in order to construct the new Golden Lane extension and signalized intersection improvements.

ZRA Enterprises LTD is the owner of record. RTC has been working with the property owner to purchase the property interests. While there have been discussions, proposals and offers made, the efforts to reach a mutually acceptable agreement have been unsuccessful to date. In order to avoid potential delays to the project, staff is requesting approval of this Resolution of Condemnation to allow RTC to initiate condemnation proceedings for these property interests and seek a court-ordered right-of-entry and/or order for immediate occupancy, if needed. RTC will continue to work with the property owner during this process to continue efforts to reach a mutually acceptable agreement. Proper notice of this agenda item has been provided to the property owner as required by NRS 241.034.

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**FISCAL IMPACT**

The costs to acquire the property rights have been budgeted; however, the actual fiscal impact cannot be determined at this time.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

**RESOLUTION OF CONDEMNATION 24-06**

**WHEREAS**, it is necessary for the Regional Transportation Commission of Washoe County, Nevada (“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**, the RTC approved the FY 2022 Program of Projects for the Regional Street & Highway Program, which included the Mill Street Capacity and Safety Project (the “Project”); and

**WHEREAS**, pursuant to an Interlocal Cooperative Agreement (“ICA”) between the RTC and the City of Reno dated December 9, 2020, the City of Reno authorized the RTC to initiate such eminent domain proceedings as may be necessary 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, as listed in the records of the Washoe County Recorder’s Office and insofar as is known to the RTC, is ZRA Enterprises LTD.

**NOW, THEREFORE, BE IT RESOLVED**, that the RTC does hereby find:

1. That RTC needs the following property interests to construct the Project: (1) a fee simple interest in the entirety of APN 013-082-10; (2) a fee simple interest in a portion of APN 013-082-14; and (3) a temporary construction easement on a portion of APN 013-082-14 (collectively, the “Property Rights”). The Property Rights are depicted in the metes and bounds descriptions and design drawings attached hereto.
2. That RTC staff has previously contacted the owner(s) about the Property Rights. While there have been discussions, proposals and offers made, the efforts to reach a mutually acceptable agreement for the acquisition of the Property Rights through purchase have been unsuccessful to date.
3. That the Property Rights to be acquired in conjunction with the above referenced Project are to be applied to a public use, to wit, the Project.
4. That the Property Rights described herein are necessary for such public use.

5. By certified mail sent on May 3, 2024, proper notice of the RTC's intent to consider eminent domain action to acquire the Property Rights of the above referenced owner(s) has been given as required by NRS 241.034.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, based on the aforementioned findings of fact, that 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 Rights.

2. That RTC's legal counsel shall commence and prosecute, in the name of the RTC, eminent domain proceedings in the court having jurisdiction of the Property Rights.

3. That RTC's 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 the Property Rights for the construction of the Project, upon complying with conditions imposed by law.

**PASSED, ADOPTED AND APPROVED** on May 17, 2024.

---

Ed Lawson, Chair  
Regional Transportation Commission of Washoe County

### Attachments

1. Exhibit "A" and "B" for Ptn. of APN 013-082-10 – Fee Parcel
2. Exhibit "A" and "B" for Ptn. of APN 013-082-10 – Fee Parcel No. 1 (uneconomic remainder)
3. Exhibit "A" and "B" for Ptn. of APN 013-082-14 – Fee Parcel
4. Exhibit "A" and "B" for Ptn. of APN 013-082-14 – Temporary Construction Easement

LEGAL DESCRIPTION PREPARED BY:  
HALANA D. SALAZAR, PLS  
JACOBS ENGINEERING  
50 W. LIBERTY ST., SUITE 205  
RENO, NV 89501

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Ptn. of APN 013-082-10  
Fee Parcel

Situate, lying and being in the City of Reno, County of Washoe, State of Nevada, and more particularly described as being a portion of the SW 1/4 of Section 7, T. 19 N., R. 20 E., M.D.M.; and more fully described by metes and bounds as follows:

BEGINNING at the intersection of the right or easterly right-of-way line of Golden Lane with Grantor's northerly boundary line, 27.00 feet right of and at right angles to Highway Engineer's Station "G" 1+48.89 P.O.T.; said point of beginning further described as bearing S. 35°41'32" W. a distance of 3,070.85 feet from the center quarter corner of said Section 7; said corner further described as being a 3 inch brass cap in a survey well stamped "Center Sec 7/C ENGR" in Glendale Avenue; thence along said easterly right-of-way line the following four (4) courses and distances:

- 1) S. 25°48'13" W. – 84.72 feet;
- 2) from a tangent which bears the last described course, curving to the left with a radius of 44.00 feet, through an angle of 45°00'48", an arc distance of 34.57 feet to a point of compound curvature;
- 3) from a tangent which bears S. 19°12'33" E., curving to the left with a radius of 24.00 feet, through an angle of 33°22'10", an arc distance of 13.98 feet;
- 4) S. 47°19'10" E. – 5.14 feet to Grantor's southerly boundary line which is coincident with the northerly right-of-way line of Market Street;

thence N. 64°13'04" W. along said southerly boundary line and said northerly right-of-way line, a distance of 69.87 feet to Grantor's westerly boundary line; thence N. 25°47'53" E., along said westerly boundary line, a distance of 124.10 feet to Grantor's northerly boundary line; thence S. 63°53'38" E., along said northerly boundary line, a distance of 39.94 feet to the point of beginning; said parcel contains an area of 5,231 square feet (0.12 of an acre).

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.





# EXHIBIT "B"

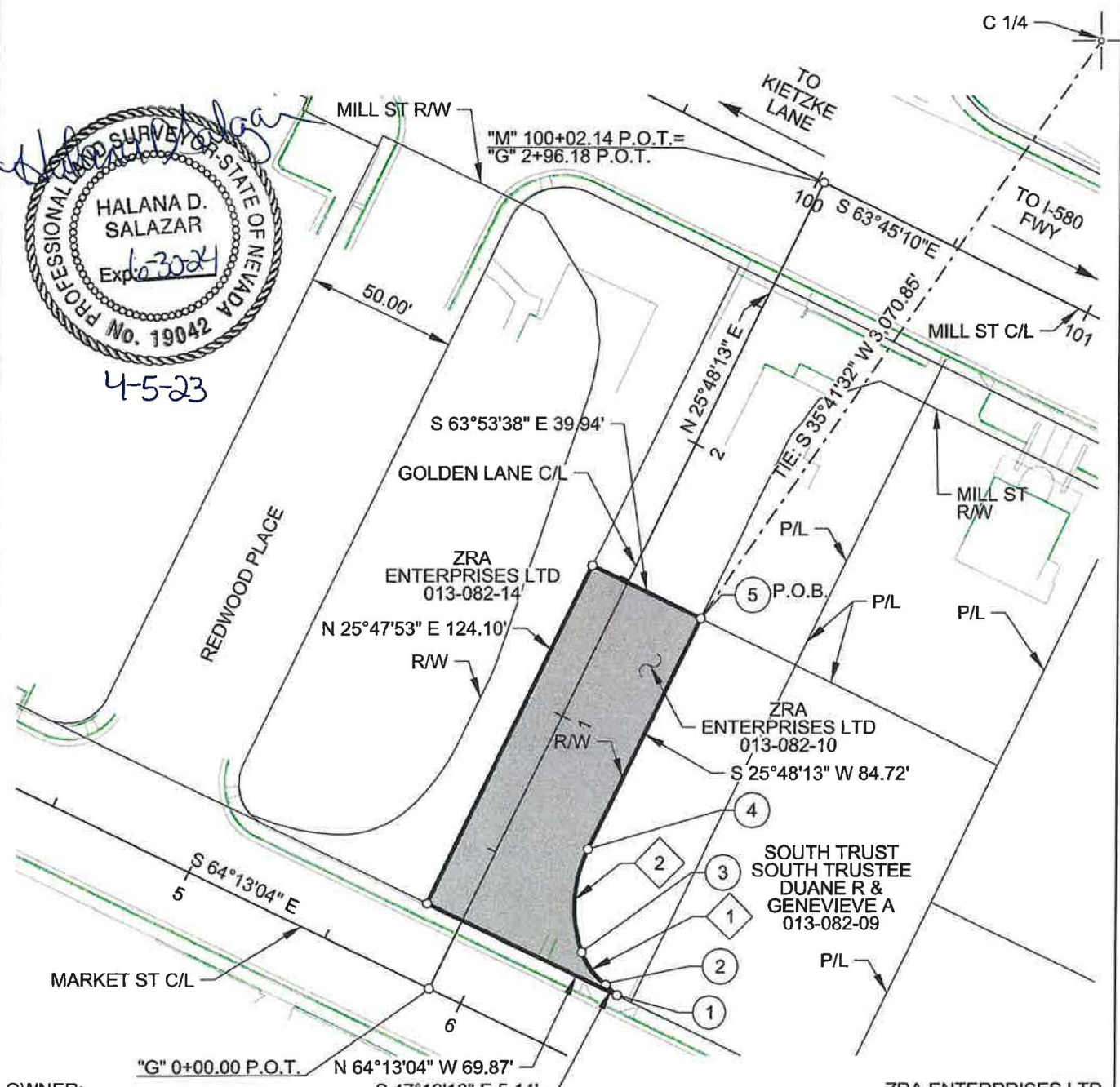
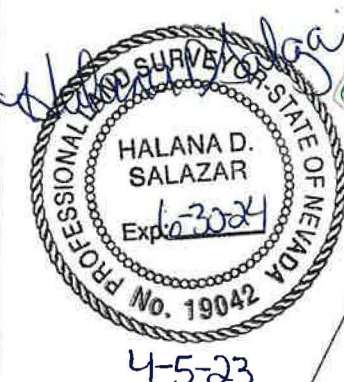


SCALE: 1"=50'



FEE ACQUISITION

CURVE NO.	TANGENT BEARING	Δ DELTA	RADIUS	LENGTH	POINT NO.	STATION	OFFSET
1	S 19°12'33" E	33°22'10"	24.0'	13.98'	1	"G" 0+25.02 P.O.T.	56.94' RT
2		45°00'48"	44.0'	34.57'	2	"G" 0+26.51 P.O.T.	52.03' RT
					3	"G" 0+32.80 P.O.T.	40.13' RT
					4	"G" 0+33.05 P.O.T.	27.00' RT
					5	"G" 1+48.89 P.O.T.	27.00' RT



OWNER: ZRA ENTERPRISES LTD  
 ASSESSOR PARCEL NO's: APN 013-082-10  
 SECTION, TOWNSHIP, RANGE: SW 1/4 SECTION 7, T. 19 N., R. 20 E.  
 AREA: 5,231 SQUARE FEET  
 LOCATION: CITY OF RENO, COUNTY OF WASHOE

PROPERTY LOCATION MAP

JOB NO: W7Y47500  
 DATE: APRIL 2023  
 DRAWN BY: SB  
 CHECKED BY: HS

**JACOBS**  
 50 W. LIBERTY ST. STE #205  
 RENO, NV 89501  
 (775) 329-7300

LEGAL DESCRIPTION PREPARED BY:  
HALANA D. SALAZAR, PLS  
JACOBS ENGINEERING  
50 W. LIBERTY ST., SUITE 205  
RENO, NV 89501

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Ptn. of APN 013-082-10  
Fee Parcel No. 1

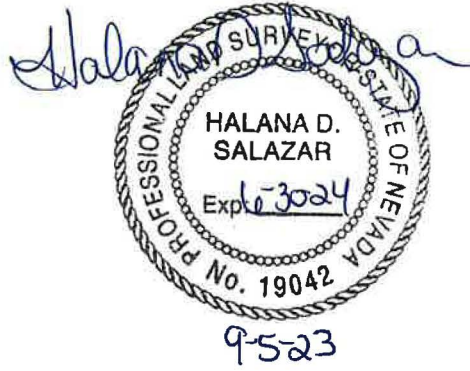
Situate, lying and being in the City of Reno, County of Washoe, State of Nevada, and more particularly described as being a portion of the SW 1/4 of Section 7, T. 19 N., R. 20 E., M.D.M.; and more fully described by metes and bounds as follows:

BEGINNING at the intersection of the right or easterly right-of-way line of Golden Lane with Grantor's northerly boundary line, 27.00 feet right of and at right angles to Highway Engineer's Station "G" 1+48.89 P.O.T.; said point of beginning further described as bearing S. 35°41'32" W. a distance of 3,070.85 feet from the center quarter corner of said Section 7; said corner further described as being a 3 inch brass cap in a survey well stamped "Center Sec 7/C ENGR" in Glendale Avenue; thence S. 63°53'38" E., along said northerly boundary line, a distance of 35.06 feet to Grantor's easterly boundary line; thence S. 25°47'53" W., along said easterly boundary line, a distance of 123.68 feet to Grantor's southerly boundary line which is coincident with the northerly right-of-way line of Market Street; thence N. 64°13'04" W., along said southerly boundary line and said northerly right-of-way line, a distance of 5.13 feet to said right or easterly right-of-way line of Golden Lane; thence along said easterly right-of-way line the following four (4) courses and distances:

- 1) N. 47°19'10" W. – 5.14 feet;
- 2) from a tangent which bears N. 52°34'44" W., curving to the right with a radius of 24.00 feet, through an angle of 33°22'10", an arc distance of 13.98 feet to a point of compound curvature;
- 3) from a tangent which bears N. 19°12'35" W., curving to the right with a radius of 44.00 feet, through an angle of 45°00'48", an arc distance of 34.57 feet;
- 4) N. 25°48'13" E. – 84.72 feet to the point of beginning;

said parcel contains an area of 4,060 square feet (0.09 of an acre).

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.



# EXHIBIT "B"

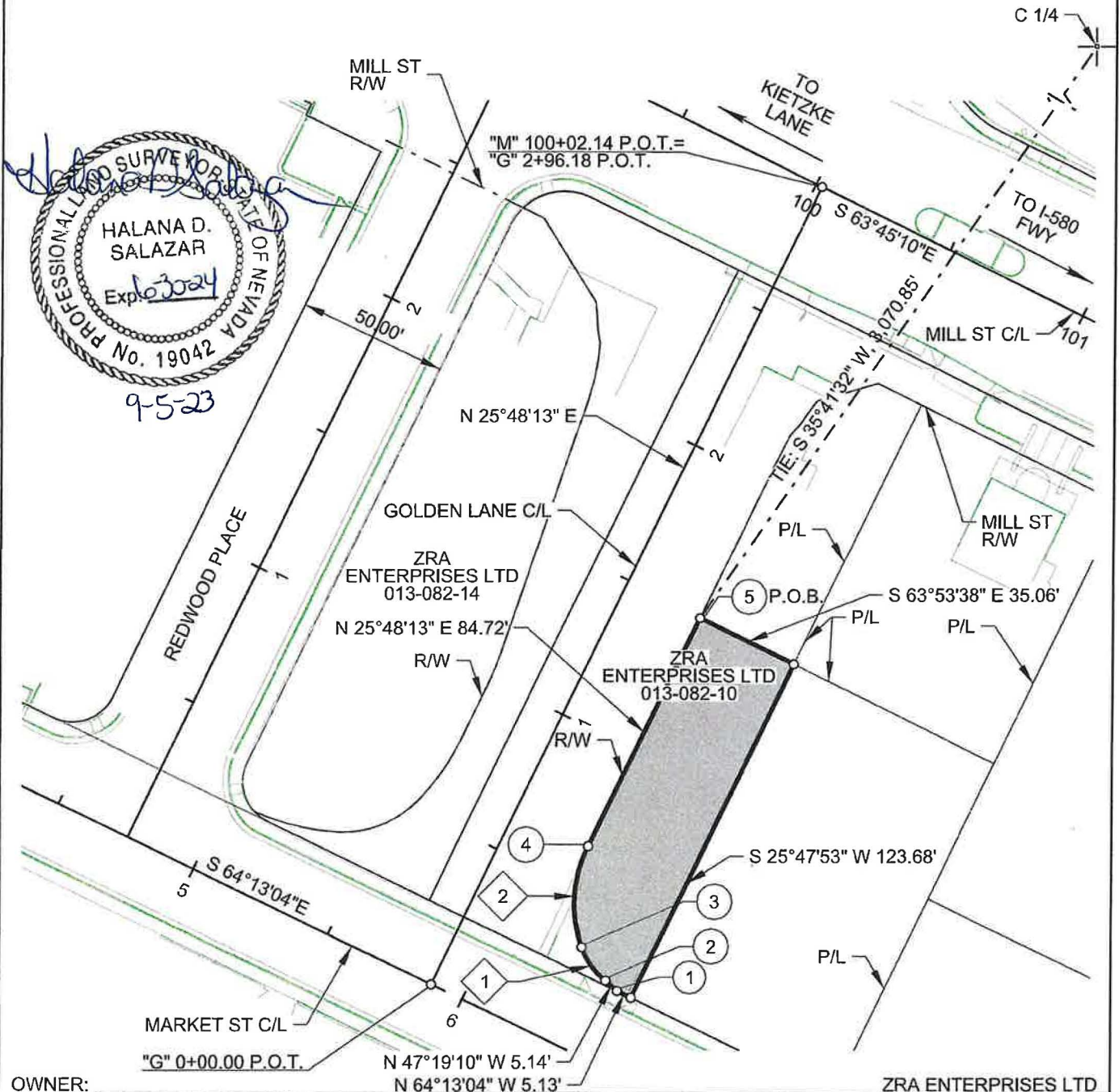


SCALE: 1"=50'



FEE PARCEL No. 1 ACQUISITION

CURVE NO.	TANGENT BEARING	Δ DELTA	RADIUS	LENGTH	POINT NO.	STATION	OFFSET
1	N 52°34'44" W	33°22'10"	24.0'	13.98'	①	"G" 0+25.02 P.O.T.	56.94' RT
2	N 19°12'35" W	45°00'48"	44.0'	34.57'	②	"G" 0+26.51 P.O.T.	52.03' RT
					③	"G" 0+33.05 P.O.T.	39.89' RT
					④	"G" 0+64.17 P.O.T.	27.00' RT
					⑤	"G" 1+48.89 P.O.T.	27.00' RT



OWNER: ZRA ENTERPRISES LTD  
 ASSESSOR PARCEL NO's: APN 013-082-10  
 SECTION, TOWNSHIP, RANGE: SW 1/4 SECTION 7, T. 19 N., R. 20 E.  
 AREA: 4,060 SQUARE FEET  
 LOCATION: CITY OF RENO, COUNTY OF WASHOE

PROPERTY LOCATION MAP

JOB NO: W7Y47500

DATE: 09/05/2023

DRAWN BY: SB

CHECKED BY: HS

**JACOBS**

50 W. LIBERTY ST. STE #205  
 RENO, NV 89501  
 (775) 329-7300

LEGAL DESCRIPTION PREPARED BY:  
HALANA D. SALAZAR, PLS  
JACOBS ENGINEERING  
50 W. LIBERTY ST., SUITE 205  
RENO, NV 89501

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Ptn. of APN 013-082-14  
Fee Parcel

Situate, lying and being in the City of Reno, County of Washoe, State of Nevada, and more particularly described as being a portion of the SW 1/4 of Section 7, T. 19 N., R. 20 E., M.D.M.; and further described as being a portion of the parcel shown on that certain RECORD OF SURVEY FOR ZRA ENTERPRISES, LTD., Map 5810, File No. 4685652, filed for record March 8, 2017, in the Official Records of Washoe County, Nevada and more fully described by metes and bounds as follows:

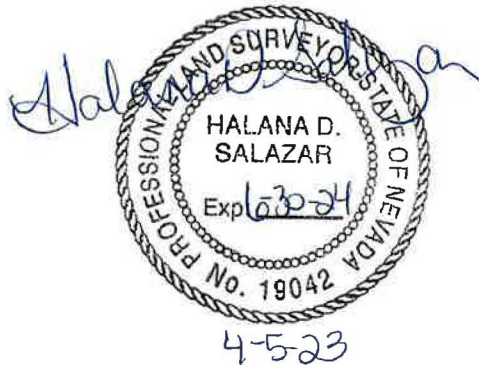
BEGINNING at the intersection of the right or southerly right-of-way line of Mill Street with the left or westerly right-of-way line of Golden Lane, 50.50 feet right of and at right angles to Highway Engineer's Station "M" 99+15.83 P.O.T.; said point of beginning further described as bearing S. 38°09'15" W. a distance of 2,997.12 feet from the center quarter corner of said Section 7; said corner further described as being a 3 inch brass cap in a survey well stamped "Center Sec 7/C ENGR" in Glendale Avenue; thence from a tangent which bears N. 46°10'05" E. curving to the right along Grantor's westerly boundary line, with a radius of 20.00 feet, through an angle of 69°55'48", an arc distance of 24.41 feet; thence S. 63°53'38" E., along the former right or southerly right-of-way line of said Mill Street, a distance of 54.89 feet to Grantor's easterly boundary line; thence S. 25°47'53" W., along said easterly boundary line, a distance of 234.10 feet to the northerly right-of-way line of Market Street, which is coincident with Grantor's southerly boundary line; thence N. 64°13'04" W., along said northerly right-of-way line and said southerly boundary line, a distance of 60.00 feet; thence from a tangent which bears the last described course, curving to the right along said southerly boundary line with a radius of 15.00 feet, through an angle of 21°31'22", an arc distance of 5.63 feet to the left or westerly right-of-way line of said Golden Lane; thence along said westerly right-of-way line the following eleven (11) courses and distances:

- 1) from a tangent which bears S. 66°09'33" E., curving to the left with a radius of 80.00 feet, through an angle of 20°34'58", an arc distance of 28.74 feet to a point of compound curvature;

- 2) from a tangent which bears S. 86°44'31" E., curving to the left with a radius of 34.00 feet, through an angle of 46°57'53", an arc distance of 27.87 feet to a point of compound curvature;
- 3) from a tangent which bears N. 46°17'35" E., curving to the left with a radius of 74.00 feet, through an angle of 20°29'22", an arc distance of 26.46 feet;
- 4) N. 25°48'13" E. – 20.96 feet;
- 5) from a tangent which bears the last described course, curving to the left with a radius of 94.00 feet, through an angle of 07°07'30", an arc distance of 11.69 feet;
- 6) N. 18°40'43" E. – 88.55 feet;
- 7) from a tangent which bears last described course, curving to the left with a radius of 74.00 feet, through an angle of 15°26'10", an arc distance of 19.94 feet;
- 8) N. 09°58'56" W. – 5.11 feet;
- 9) from a tangent which bears N. 00°40'05" W., curving to the left with a radius of 73.00 feet, through an angle of 06°36'05", an arc distance of 8.41 feet;
- 10) N. 31°47'13" W. – 32.94 feet;
- 11) N. 63°45'10" W. – 7.92 feet to the point of beginning;

said parcel contains an area of 6,239 square feet (0.14 of an acre).

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.

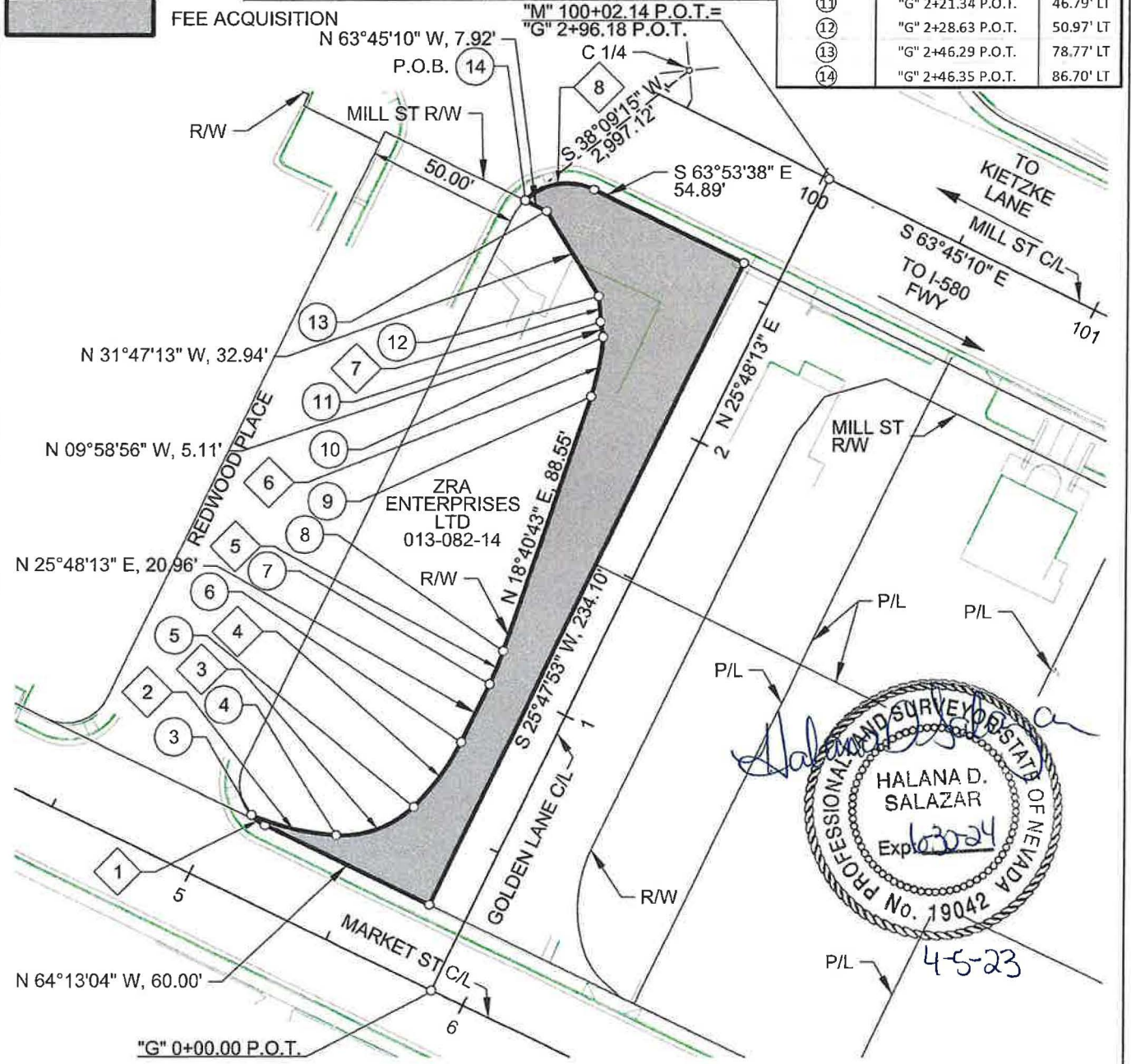


# EXHIBIT "B"



SCALE: 1"=50'

CURVE NO.	TANGENT BEARING	Δ DELTA	RADIUS	LENGTH	POINT NO.	STATION	OFFSET
1		21°31'22"	15.0'	5.63'	3	"G" 0+26.02 P.O.T.	78.43' LT
2	S 66°09'33" E	20°34'58"	80.0'	28.74'	4	"G" 0+32.08 P.O.T.	50.49' LT
3	S 86°44'31" E	46°57'53"	34.0'	27.87'	5	"G" 0+51.58 P.O.T.	31.68' LT
4	N 46°17'35" E	20°29'22"	74.0'	26.46'	6	"G" 0+77.49 P.O.T.	27.00' LT
5		7°07'30"	94.0'	11.69'	7	"G" 0+98.45 P.O.T.	27.00' LT
6		15°26'10"	74.0'	19.94'	8	"G" 1+10.11 P.O.T.	27.73' LT
7	N 0°40'05" W	6°36'05"	73.0'	8.41'	9	"G" 1+97.98 P.O.T.	38.71' LT
8	N 46°10'05" E	69°55'48"	20.0'	24.41'	10	"G" 2+17.19 P.O.T.	43.80' LT
					11	"G" 2+21.34 P.O.T.	46.79' LT
					12	"G" 2+28.63 P.O.T.	50.97' LT
					13	"G" 2+46.29 P.O.T.	78.77' LT
					14	"G" 2+46.35 P.O.T.	86.70' LT



OWNER: ZRA ENTERPRISES LTD  
 ASSESSOR PARCEL NO'S: APN 013-082-14  
 SECTION, TOWNSHIP, RANGE: SW 1/4 SECTION 7, T. 19 N., R. 20 E.  
 AREA: 6,239 SQUARE FEET  
 LOCATION: CITY OF RENO, COUNTY OF WASHOE

PROPERTY LOCATION MAP	JOB NO: W7Y47500	<b>JACOBS</b> 50 W. LIBERTY ST. STE #205 RENO, NV 89501 (775) 329-7300
	DATE: APRIL 2023	
	DRAWN BY: TP	
	CHECKED BY: HS	

LEGAL DESCRIPTION PREPARED BY:  
HALANA D. SALAZAR, PLS  
JACOBS ENGINEERING  
50 W. LIBERTY ST., SUITE 205  
RENO, NV 89501

**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**LEGAL DESCRIPTION**

Ptn. of APN 013-082-14

Situate, lying and being in the City of Reno, County of Washoe, State of Nevada, and more particularly described as being a portion of the SW 1/4 of Section 7, T. 19 N., R. 20 E., M.D.M.; and further described as being a portion of the parcel shown on that certain RECORD OF SURVEY FOR ZRA ENTERPRISES, LTD., Map 5810, File No. 4685652, filed for record March 8, 2017, in the Official Records of Washoe County, Nevada and more fully described by metes and bounds as follows:

BEGINNING at the intersection of the right or southerly right-of-way line of Mill Street with the left or westerly right-of-way line of Golden Lane, 50.50 feet right of and at right angles to Highway Engineer's Station "M" 99+15.83 P.O.T., said point of beginning further described as bearing S. 38°09'15" W. a distance of 2,997.12 feet from the center quarter corner of said Section 7; said corner further described as being a 3 inch brass cap in a survey well stamped "Center Sec 7/C ENGR" in Glendale Avenue; thence S. 63°45'10" E., along said southerly right-of-way line of Mill Street, a distance of 7.92 feet to the left or westerly right-of-way line of Golden Lane; thence along said westerly right-of-way line the following ten (10) courses and distances:

- 1) S. 31°47'13" E. – 32.94 feet;
- 2) from a tangent which bears S. 07°16'10" E., curving to the right with a radius of 73.00 feet, through an angle of 06°36'05", an arc distance of 8.41 feet;
- 3) S. 09°58'56" E. – 5.11 feet;
- 4) from a tangent which bears S. 03°14'33" W., curving to the right with a radius of 74.00 feet, through an angle of 15°26'10", an arc distance of 19.94 feet;



- 5) S. 18°40'43" W. – 88.55 feet;
- 6) from a tangent which bears the last described course, curving to the right with a radius of 94.00 feet, through an angle of 07°07'30", an arc distance of 11.69 feet;
- 7) S. 25°48'13" W. – 20.96 feet;
- 8) from a tangent which bears the last described course, curving to the right with a radius of 74.00 feet, through an angle of 20°29'22", an arc distance of 26.46 feet to a point of compound curvature;
- 9) from a tangent which bears S. 46°17'35" W., curving to the right with a radius of 34.00 feet, through an angle of 46°57'53", an arc distance of 27.87 feet to a point of compound curvature;
- 10) from a tangent which bears N. 86°44'31" W., curving to the right with a radius of 80.00 feet, through an angle of 20°34'58", an arc distance of 28.74 feet to a point of compound curvature on the westerly boundary line of said parcel shown on that certain RECORD OF SURVEY FOR ZRA ENTERPRISES, LTD.;

thence along said boundary line the following three (3) courses and distances:

- 1) from a tangent which bears N. 42°41'42" W., curving to the right with a radius of 15.00 feet, through an angle of 68°28'38", an arc distance of 17.93 feet;
- 2) N. 25°47'53" E. – 199.42 feet;
- 3) from a tangent which bears the last described course, curving to the right with a radius of 20.00 feet, through an angle of 20°22'12", an arc distance of 7.11 feet to the point of beginning;

said parcel contains an area of 11,200 square feet (0.26 of an acre).

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, West Zone as determined by the State of Nevada, Department of Transportation.

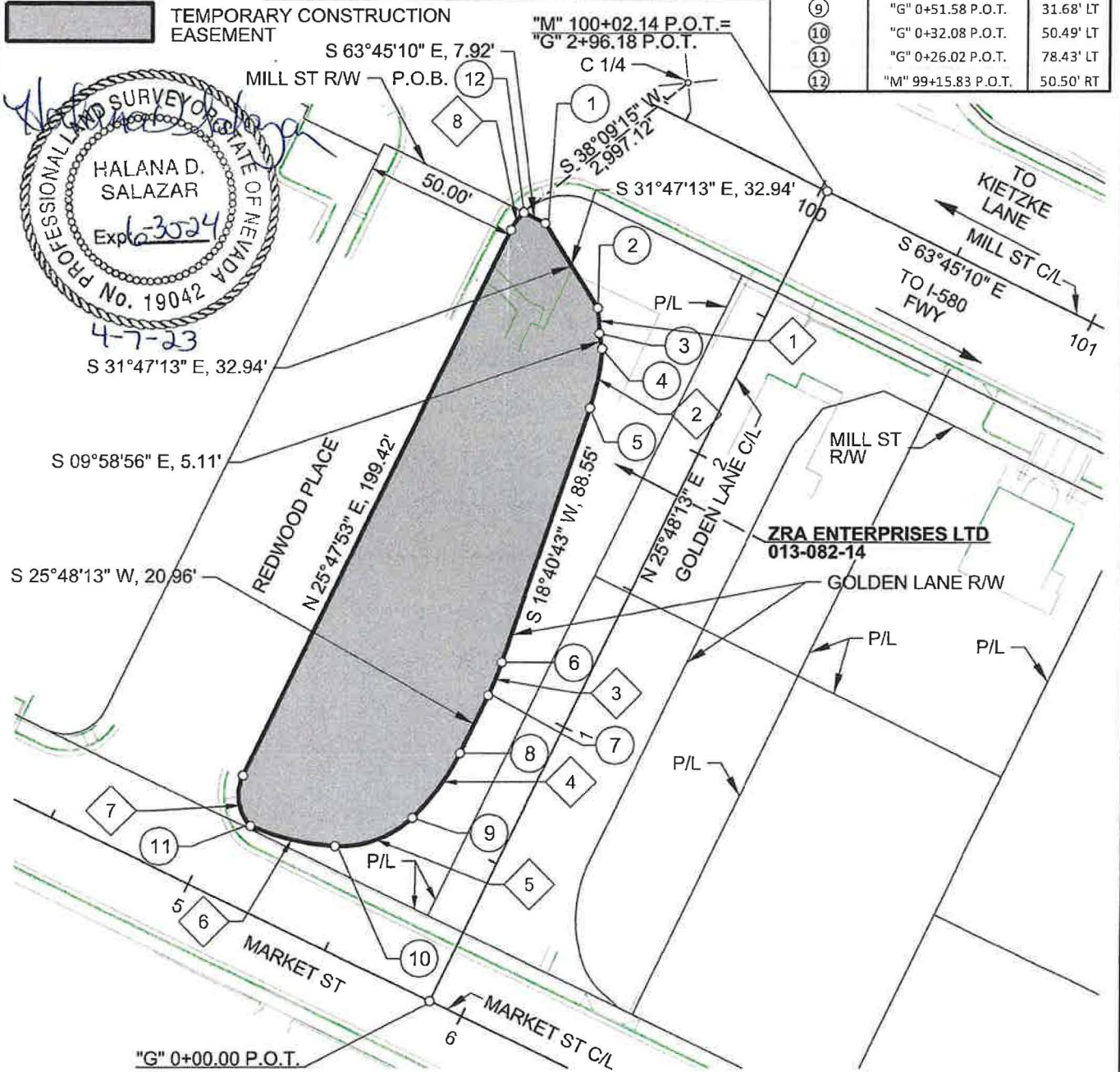


# EXHIBIT "B"



SCALE: 1"=50'

CURVE NO.	TANGENT BEARING	Δ DELTA	RADIUS	LENGTH	POINT NO.	STATION	OFFSET
1	S 7°16'10" E	6°36'05"	73.00'	8.41'	1	"M" 99+23.75 P.O.T.	50.50' RT
2	S 3°14'33" W	15°26'10"	74.00'	19.94'	2	"G" 2+28.63 P.O.T.	50.97' LT
3		7°07'30"	94.00'	11.69'	3	"G" 2+21.34 P.O.T.	46.79' LT
4		20°29'22"	74.00'	26.46'	4	"G" 2+17.19 P.O.T.	43.80' LT
5	S 46°17'35" W	46°57'53"	34.00'	27.87'	5	"G" 1+97.98 P.O.T.	38.71' LT
6	N 86°44'31" W	20°34'58"	80.00'	28.74'	6	"G" 1+10.11 P.O.T.	27.73' LT
7	N 42°41'42" W	68°28'38"	15.00'	17.93'	7	"G" 0+98.45 P.O.T.	27.00' LT
8		20°22'12"	20.00'	7.11'	8	"G" 0+77.49 P.O.T.	27.00' LT
					9	"G" 0+51.58 P.O.T.	31.68' LT
					10	"G" 0+32.08 P.O.T.	50.49' LT
					11	"G" 0+26.02 P.O.T.	78.43' LT
					12	"M" 99+15.83 P.O.T.	50.50' RT



OWNER: ZRA ENTERPRISES LTD  
 ASSESSOR PARCEL NO's: APN 013-082-14  
 SECTION, TOWNSHIP, RANGE: SW 1/4 SECTION 7, T. 19 N., R. 20 E.  
 AREA: 11,200 SQUARE FEET  
 LOCATION: CITY OF RENO, COUNTY OF WASHOE

PROPERTY LOCATION MAP

JOB NO: W7Y47500  
 DATE: 04/07/23  
 DRAWN BY: TP  
 CHECKED BY: HS

**JACOBS**  
 50 W. LIBERTY ST. STE #205  
 RENO, NV 89501  
 (775) 329-7300



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/17/2024

**Agenda Item:** 4.5.1

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

**SUBJECT: Purchase of Fifteen (15) Allstar – FORD E450 CNG Cutaway vehicles**

**RECOMMENDED ACTION**

Approve the purchase of fifteen (15) Allstar – FORD E450 CNG Cutaway vehicles from Model 1 Commercial Vehicles (formerly Creative Bus Sales) utilizing the State of Nevada Fleet Vehicles procurement Contract No. 99SWC-S1495, for an amount not-to-exceed \$3,270,060.

**BACKGROUND AND DISCUSSION**

In FY 2024, RTC budgeted for the purchase of fifteen (15) CNG cutaway vehicles for the ACCESS fleet. These will replace current fleet vehicles that are at the end of their useful life.

**FISCAL IMPACT**

Funding for these vehicles is included in the FY2025 Capital budget.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

---

**PURCHASE AGREEMENT**

**FOR ALLSTAR – FORD E450**

**Between**

**Regional Transportation Commission  
of Washoe County**

**and**

**Model 1 Commercial Vehicles (formerly Creative Bus Sales)**

**May 17, 2024**

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**APPENDICES**

Appendix A	Pricing Schedule and Technical Specifications
Appendix B	Critical Path Schedule
Appendix C	Testing Procedures and Protocols, including Acceptance Testing
Appendix D	FTA Federal Requirements
Appendix E	Change Order Request Form
Appendix F	Warranty
Appendix G	Invoice Form

SAMPLE

This Transit Vehicle Purchase Agreement (Agreement) for 2024 Allstar – Ford E450 190” Cutaway is made and entered into on May 17, 2024 by and between the Regional Transportation Commission of Washoe County, Nevada (RTC) and Model 1 Commercial Vehicles (formerly Creative Bus Sales) (Contractor) (collectively, the Parties), a corporation authorized to do business in the State of Nevada that is manufacturing and supplying the Cutaways. This Agreement implements the purchase of vehicles off of the State of Nevada Master Agreement # 99SWC-S1495.

## **ARTICLE I -- INTRODUCTORY PROVISIONS**

### **SEC. 101     DEFINITIONS**

As used in this Agreement, the term –

(1)     **"Acceptance"** means written documentation executed by the RTC evidencing the RTC's determination that a particular Vehicle, provided by the Contractor under this Agreement has been completed and delivered in full conformance with all requirements and provisions in the Technical Specifications and the other Contract Documents, and has been determined to be in acceptable operating condition under the Acceptance testing procedures described in Appendix C.

(2)     **"Agreement"** means this written Agreement executed by the RTC and the Contractor which sets forth the rights and obligations of the Parties.

(3)     **"Change Notice"** means a document issued by the RTC to the Contractor specifying a proposed change to the Work or to the Contract Documents, and directing the Contractor to provide, at Contractor's expense, price and/or other information relating to that change within the time specified in the notice. Unless otherwise expressly stated on its face, a Change Notice is a proposal which may result in a Change Order.

(4)     **"Change Order"** means an order executed by the RTC and issued to the Contractor modifying the Work, the Technical Specifications, or the other Contract Documents. The Change Order establishes the basis for any adjustments in Contract Price or Contract Time resulting from the change, and becomes a part of the Contract Documents upon execution by the Parties or issuance by the RTC, as the case may be.

(5)     **"Contract Amendment"** means a document signed by duly authorized representatives of each Party that changes or modifies this Agreement.

(6)     **"Contract Documents"** means the documents identified in Section 103 which collectively constitute the obligations of the Contractor.



(7) **"Contract Milestone"** or **"Milestone"** means an established event or occurrence that is a key element of the Critical Path Schedule as specified in Section 205 of this Agreement.

(8) **"Contract Price"** means the total compensation to be paid to the Contractor by the RTC, as set forth in Section 301 of this Agreement.

(9) **"Contract Time"** means the 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.

(10) **"Contractor"** means Model 1 Commercial Vehicles and includes any subsidiary, affiliate, or parent company thereof to which Model 1 Commercial Vehicles assigns, transfers, or delegates in writing the obligation to perform all or any portion of the Work; provided that Model 1 Commercial Vehicles 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 twenty percent (20%) or 3 of the 15 Vehicles supplied under this Agreement.

(16) **"Force Majeure"** means acts of God, flood, war, terrorism, epidemic, natural disaster, commandeering of raw materials, plants, or facilities by the Government; or other similar unanticipated and unforeseeable event beyond the control of the Contractor which was not due to any act or omission of the Contractor and which could not have been avoided by due diligence and use of reasonable efforts by the Contractor. The term "Force Majeure" does not include changes in law or strikes, lockout or work stoppages involving the

Contractor's employees or personnel or the employees or personnel of the Contractor's suppliers, sub-suppliers, Subcontractors, or shippers.

(17) **"Governing Body"** means the Board of Commissioners of the RTC.

(18) **"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.

(19) **"Key Personnel"** means the Contractor's Project Manager, Manager of Design/Engineering, Manager of Quality Control, and Manager of Production, or equivalent positions.

(20) **"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.

(21) **"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 229 or 231 of this Agreement.

(22) **"Notice to Proceed"** or **"NTP"** means written notice from the RTC to the Contractor that authorizes the Contractor to proceed with the Work.

(23) **"Party"** means individually the RTC or the Contractor, and **"Parties"** means collectively the RTC and the Contractor.

(24) **"Product Data"** means drawings, plans, procedures, performance charts, instructions, brochures, warnings, and other information furnished by the Contractor to the RTC to illustrate or explain the assembly, production, installation, maintenance, or operation of the Vehicles, or other elements of the Work.

(25) **"Project"** means the RTC project funded by the Federal Transit Administration to acquire cutaway Vans.

(26) **"Project Site"** means the facilities and other property of the RTC where Work will be furnished, delivered, or performed under this Agreement.

(27) **"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.

(28) **"Ready-to-Use"** means complete and fully operational with all materials, systems, and components incorporated.

(29) **"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 or her designee.

(30) **"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.

(31) **"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.

(32) **"State"** means the State of Nevada, U.S.A.

(33) **"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.

(34) **"Technical Specifications"** means the specifications for the Vehicles set forth in Appendix A of this Agreement that set forth the detail of the Work, including design, performance, material, testing, methods of manufacture, and other requirements of this Agreement.

(35) **"Vehicles"** means the fifteen (15) Cutaway vans (2024 Allstar – Ford E450 190") to be supplied by the Contractor under this Agreement and as more specifically described in the Vehicle Specifications in Appendix A.

(36) **"Work"** means the Vehicles and other Materials to be supplied by the Contractor under this Agreement, and includes all the design, manufacturing, production, warranties, and technical and other professional services and responsibilities to be carried out by the Contractor in the performance of this Agreement, including all elements of the Scope of Work set forth in Section 201 hereof.

## **SEC. 102 AGREEMENT TO PURCHASE**

The RTC agrees to purchase from the Contractor, and the Contractor agrees to sell and supply to the RTC, in accordance with the terms of this Agreement, fifteen (15) Vehicles and for the total Contract Price of "Three Million Two Hundred Seventy Thousand Sixty Dollars"

(\$3,270,060.00) 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 Agreement, 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 Agreement. 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 Agreement 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 fifteen (15) Vehicles and related Materials, as required under this Agreement. The Vehicles and other Materials provided under this Agreement shall conform in all respects to the Technical Specifications set forth in Appendix A of this Agreement.

(b)    Specific Elements of Scope -- The Contractor shall -

- (1)    Design the Vehicles.
- (2)    Develop Product Data for the Vehicles.
- (3)    Manufacture, test, and deliver the Vehicles.
- (4)    Provide appropriate diagnostic and operational software for the Vehicles and manuals for required testing.
- (5)    Provide other Materials as specified in the Contract Documents.
- (6)    Participate in Pre-Production and First Article Vehicle Inspection meetings.
- (7)    Provide operator manuals, maintenance manuals, parts manuals, training materials, and other technical support manuals and materials required by this Agreement, and the Technical Specifications.
- (8)    Provide training in accordance with Section 221.
- (9)    Provide parts availability as required by this Agreement.
- (10)   Provide warranties and warranty services.

(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 Sections 102 and 301 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 220(a); (2) the designation of the Contractor's Project Manager and other Key Personnel; (3) the Contractor's organizational chart; (4) executed Federal clauses and certifications in Appendix D; and (5) the Contractor's current ISO 9001 Certification, as specified in Section 208(a).

(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) deliver the Vehicles, all strictly in accordance with the requirements of this Agreement, the Technical Specifications, and the other Contract Documents. The Contractor represents and warrants that it will, throughout the term of performance of this Agreement, have and maintain all required authority, licenses, certifications, and registrations applicable to the Work to be performed under this Agreement, and the professional ability, skills, and capacity to perform its obligations under this Agreement.

(b) Standard of Performance -- The Contractor shall perform the Work diligently, carefully, and in a timely and professional manner, in accordance with the standards and requirements in the Contract Documents and in accordance with standards and practices generally accepted as standards of the industry; and shall have and maintain all required authority, licenses, professional ability, skills, personnel, and capacity to perform its obligations under this Agreement. The Contractor shall perform all Work in its own name and as an independent contractor and not in the name of, or as an agent for, the RTC.

(c) Labor and Materials --

(1) Duty to Furnish -- The Contractor shall furnish all labor and Materials, plant, tools, test equipment, and transportation required for the performance and completion of the Work in the manner and within the time specified in this Agreement. The Contractor shall perform all the Work necessary to design and manufacture the Vehicles.

(2) Fitting and Functioning -- The Contractor shall assume responsibility for the proper working and fitting together of all parts and components, and for the proper functioning and system integration of all aspects of the Vehicles, in order to assure successful

operation in accordance with this Agreement, the Technical Specifications, and the other Contract Documents.

(d) Critical Path Schedule -- The Contractor will establish, after consultation with the RTC and during the Pre-Production Meeting, a Critical Path Schedule for the performance of the Work (to be set forth in Appendix B). The Critical Path Schedule identifies the major milestones of engineering, materials procurement, 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 also 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 as part of the documentation required under section 202(a).

(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 and delivery of all the vehicles is March 31, 2025; provided, however, the Contractor commits and shall delivery to the RTC (1) Vehicle by March 17, 2025 and the remaining (14) Vehicles shall be delivered by March 31, 2025, unless there is an unavoidable delay documented and noticed by the Contractor in a status report. 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 will develop a Critical Path Schedule for the Project, to be 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 the contract deliverables in accordance with the following schedule:

<u>Milestone</u>	<u>Days from NTP</u>
Begin Procurement of critical Materials	Receipt of NTP
Delivery of manuals and training materials	2 weeks after first article vehicle is accepted
Completion of First Article Vehicle	March 10, 2025
Completion of First Article Vehicle test program, including proof of design test	March 10, 2025
Shipping Release for First Article Vehicle	March 12, 2025
Delivery of First Article Vehicle	March 17, 2025
Delivery of 2-15 vehicles	March 31, 2025

(d) Delivery Schedule -- The Contractor shall deliver the Vehicle as indicated in the Critical Path Schedule in Appendix B. The Contractor shall immediately notify the RTC in writing upon learning of any circumstance that may result in a delay in this delivery schedule. The dates set forth in subsection (c) shall be used as the basis for the assessment of Liquidated Damages under Section 224.

(e) Monthly Status Reports -- The Contractor shall submit monthly reports to the RTC detailing its progress in completing the Work and adhering to the Critical Path Schedule, and summarizing the significant issues addressed and decisions made at the most recent Meeting. The monthly report shall be submitted to the RTC by the 10<sup>th</sup> of every month until all Vehicles are delivered.

(f) Recovery Schedule -- If any monthly report indicates a delay in the schedule of more than seven (7) Days or a failure to achieve a Contract Milestone, the Contractor shall include a Recovery Schedule with such report, setting forth its 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 and other elements of the Work covered by this Agreement are of the grade and quality specified in the Technical Specifications.

(2) Duty to Furnish -- The Contractor shall furnish all materials and components required to complete the Work, other than any identified in the Contract Documents as being furnished by the RTC. Notwithstanding any prior inspection and approval by the RTC, the Contractor shall assure that only Materials conforming to the requirements of this Agreement are incorporated in the Work. Any necessary modifications to Materials shall be made at the Contractor's manufacturing facility or at the manufacturing facilities of its Subcontractors. All Materials and components shall be manufactured, handled, and incorporated so as to ensure completed Work in accordance with this Agreement and the other Contract Documents.

(c) New Materials Required -- The Contractor shall assure that all Vehicles and all Materials incorporated into the Vehicles, and other elements of the Work, are new and are the latest model of current production, consistent with the Technical Specifications. A new Vehicle, as required by this subsection, is a Vehicle that is made up completely of unused genuine original parts, and which has not been operated for any purpose other than routine operational testing. Demonstrator equipment does not meet this definition and is not acceptable.

(d) Handling of Materials -- The Contractor shall transport, handle, and store all Materials in a manner which will ensure the preservation of their quality, appearance, and fitness for the Work. All Materials shall be stored in a manner to facilitate inspection by the Contractor and the RTC.

(e) Reliability of Products -- The Vehicles shall be designed and constructed by the Contractor to assure a high degree of reliability, to minimize down-time during maintenance, and to reduce Vehicle 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 MEETING**

(a) Production Facility – The Parties agree that one (1) Pre-production and one (1) First Article Vehicle Inspection meeting will be held either through teleconference or video conference, or if feasible at the Contractor's production facility in Elkhart, Indiana. The Contractor reserves the right to build these Vehicles in its production facilities other than the facility in Elkhart, Indiana. Regardless of which production facility (or facilities) are used, the Contractor is required, consistent with the Buy America Certification executed by the Contractor in Appendix D, to produce all Vehicles in a manner that is compliant with Buy America requirements and in compliance with all other applicable requirements of this Agreement. The Contractor shall immediately advise the RTC of any changes in the production facility to be utilized.

(b) Basic Requirement – At the Pre-Production and First Article Vehicle Inspection meetings, the Parties shall review the Technical Specifications, and related Contract Documents and the overall progress of the Work, as more specifically described in this Section. Each party shall assure that appropriate staff and representatives are available for the meetings.

(c) Purposes and Subject Matter -- The purposes of the meetings shall be as follows:

(1) To review the overall progress of and schedule of the Work, particularly in relation to the Critical Path Schedule.

(2) To make and agree upon any necessary revisions or modifications to the Technical Specifications.

(3) To address the content and language of passenger decals and safety information materials.

(4) To review any Change Notices and review and finalize Change Orders.

(5) To review the tests and inspections planned by the Contractor to assure compliance and compatibility with the Technical Specifications, and to conduct an inspection of the First Article Vehicle.

(6) To address Federal Motor Vehicle Safety Standards (FMVSS), Buy America requirements, Americans with Disabilities Act requirements, and other regulatory compliance requirements.

(7) To review and address any issues regarding the Product Data.

(8) To discuss and resolve any other issues relating to the progress of the Work and the successful implementation of the Project.

(d) Minutes and Follow-up -- The Contractor shall prepare minutes at the conclusion of the 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, with the Technical Specifications and other Contract Documents.

## **SEC. 208 QUALITY ASSURANCE REQUIREMENTS**

(a) Required Certifications -- The Contractor agrees that it has 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 and other materials to be supplied under this Agreement.

(3) Authority and Responsibility -- The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance and rejection of materials and manufactured articles in the production of Vehicles and other Materials to be supplied under this Agreement.

(c) Functions of Quality Assurance Organization -- The Contractor's quality assurance organization shall include the following minimum functions:

(1) The quality assurance organization shall verify inspection operation instructions to ascertain that the Vehicles and other Materials meet all prescribed requirements.

(2) The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the RTC's Inspectors, and shall remain available for a minimum of one (1) year after inspections and tests are completed.

(3) The quality assurance organization shall detect and promptly assure correction of any conditions that may result in the production of defective Vehicles. These conditions may occur in design, purchases, manufacture, tests, or operations that culminate in defective materials, supplies, services, facilities, technical data, or standards.

(4) The quality organization shall provide a system for commissioning of each material element of the completed Vehicle.

(d) Standards and Facilities -- The following standards and facilities shall be included in the Contractor's quality assurance process:

(1) The Contractor shall maintain Drawings, Product Data, assembly procedures, and other documentation that completely describe a qualified Vehicle that meets all of the requirements of this Agreement. The quality assurance organization shall verify that all Vehicles are manufactured in accordance with the controlled Drawings, Product Data, procedures, and documentation.

(2) The Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the Vehicles conform to all requirements of the Technical Specifications set forth in Appendix A. These devices shall be calibrated at established periods against certified measurement standards that have known, valid relationships to national standards.

(3) When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.

(4) The Contractor's gauges and other measuring and testing devices shall be made available for use by the RTC's Inspectors to verify that the Vehicles conform to all requirements of the Technical Specifications. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

(e) Purchasing Quality Control --

(1) General Requirement -- The Contractor shall maintain quality control over the purchase of all materials and components to be incorporated into or otherwise needed for the Vehicles.

(2) Subcontractors -- The Contractor shall require that each Subcontractor maintain a quality control program for the services and supplies that it provides. The Contractor's quality assurance organization shall inspect and test materials provided by Subcontractors for conformance to the requirements of the Technical Specifications and shall establish controls to prevent inadvertent use of nonconforming materials. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes.

(3) Inclusion of Technical Specifications -- The Contractor shall verify that all applicable requirements of the Technical Specifications are properly included or referenced in purchase orders of components or other materials to be used in the Vehicles.

(f) Manufacturing Quality Control --

(1) General Requirement -- The Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special working environments if necessary.

(2) Inspection and Testing -- The Contractor's quality assurance organization shall establish and implement a system for commissioning of completed Vehicles. Such system shall measure the overall quality of each completed Vehicle.

(3) Non-Conforming Materials -- The Contractor's quality assurance organization shall monitor the system for controlling nonconforming materials. Such system shall include procedures for identification, segregation, and disposition of such materials.

(4) Statistical Analysis -- The Contractor's quality assurance organization may use statistical analysis, tests, and other quality control procedures when appropriate in the quality assurance process.

(g) Quality Assurance Audits -- The Contractor's quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the RTC.

## **SEC. 209      INSPECTIONS AND TESTING**

(a) Contractor Inspections and Tests --

(1) General Requirement -- The Contractor shall perform or have performed the inspections and tests (except those performed solely by the RTC) required to substantiate that the Work provided under the Agreement conforms to the Technical Specifications and other Contract Documents. The required Testing Procedures and Protocols are set forth in Appendix C hereto. All inspections and testing shall be carried out in accordance with the quality assurance program described in Section 208 of this Agreement.

(2) Timing -- The Contractor shall conduct inspections at appropriate points in the production and manufacturing process, as specified in the Critical Path Schedule, to ensure compliance with test specifications, process specifications, and quality standards.

(3) Samples -- All Samples for analyses and tests shall be taken in such manner as to be truly representative of the entire lot under test and shall not be worked on in any way to alter the quality before testing. All testing shall provide a measure of the overall quality of the completed product and shall be performed so that it simulates end product use and function. When modification, repairs, or replacements are required, the Contractor shall conduct a re-inspection 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.

(b) RTC Inspections and Testing--

(1) General Requirement -- All Work of the Contractor under this Agreement shall be subject to review, inspection, and testing by the RTC or its Inspectors. RTC inspections and tests may be conducted at all times and places during the term of this Agreement, provided that such inspections and tests shall be made in a manner that does not unduly delay the Work. The RTC's right to review extends to all Product Data relating to the Vehicles.

(2) Inspectors in Plant -- The RTC may station its Inspectors at the Contractor's (and any Subcontractor's) 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 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 delivery schedule.

(4) Right to Enter -- The RTC and its Inspector shall have the right to enter the premises used by the Contractor (including any plant or place where materials, work, or any part thereof, are made, performed or stored) for purposes of tests, inspecting the Vehicles, and auditing data and records relating to the Contractor's performance under this Agreement.

(5) Inspector Reports -- The RTC's Inspectors will immediately report to the RTC if the Work performed by the Contractor or a Subcontractor fails to conform to the requirements of the Technical Specifications or other Contract Documents, stating the reasons for this failure and identifying the Technical Specifications or other Contract Documents that are not being complied with.

(6) RTC Testing -- In addition to testing by the Contractor under subsection (a), the RTC reserves the right to conduct its own testing during the delivery of safe and reliable Vehicles.

(7) Impact of Extensions of Time -- If the RTC grants an extension of time at the request of the Contractor pursuant to Section 211 or 212 of this Agreement, the Contractor shall be liable for and shall pay the cost of the Inspector during the period of such time extension. In addition, if the Contractor impedes the work of the RTC's Inspector resulting in a delay in the schedule, the Contractor shall be liable for and shall pay the cost of the RTC's Inspector during the delay period, as well as any extended time that the Inspector needs to be on-site due to the Contractor-caused delay. The Contractor shall not be eligible for any extension in Contract Time by reason of such a delay.

(c) Continuing Contractor Obligations -- The inspection or testing by the RTC of any Work does not relieve the Contractor from any responsibility regarding defects or other

failures to meet the requirements of this Agreement or regarding the proper functioning of the Vehicles or other Materials which may be discovered after acceptance.

(d) Inspections of Defective Work or Materials -- If the RTC has reasonable evidence that defective work has been permitted by the Contractor or the Subcontractors or that defective Materials have been used, and desires to make an examination of Work partly or fully completed, the Contractor or Subcontractor shall, at no additional expense to the RTC, furnish the appliances and labor for making such investigation and inspection as may be required by the RTC.

(e) Corrections to Defective Work or Materials --

(1) Rejection or Re-performance -- If any Work or Materials inspected under subsection (d) are found to not be in conformity with the requirements of this Agreement, the RTC (or its Inspectors) shall have the right either to reject that Work or require the Contractor to perform the Work again in conformity with such requirements at no increase in the total Contract Price. Work which has been rejected or required to be corrected shall be removed or, if permitted or required by the RTC, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed to the RTC.

(2) Reductions in Price -- When the Work to be performed is of such a nature that the defect cannot be corrected by re-performing 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 231.

(f) RTC Responsibility for Cost -- If an inspection under subsection (d) by the RTC discloses no defect in the Work or Materials reviewed, the expense of such investigation, including any additional cost incurred by the Contractor as a result thereof, shall be

borne by the RTC, and if such inspection impacted the Critical Path Schedule, the delivery schedule for the Vehicles shall be adjusted accordingly.

(g) Audits and Due Diligence Reviews -- The RTC will conduct pre-award and post-delivery audits of the Contractor and the Vehicles consistent with the standards and processes set forth in the Federal Transit Administration (FTA) Regulations on Pre-Award and Post-Delivery Audits of Rolling Stock Purchases, set forth in 49 C.F.R. Part 663.

(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 Vehicle 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 229 on termination for convenience or Section 231 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.

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(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 will not be permitted. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any change in the Technical Specifications not properly ordered by written Change Order signed by the RTC. The form to be used for Change Orders is included as Appendix 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 225, 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.

(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 225 of this Agreement. In the event of such a dispute, the RTC retains the discretion to order the change to be implemented by the Contractor or to direct the Contractor not to proceed with the change. The Contractor has a continuing obligation to proceed with the Work under this Agreement as directed by the RTC, notwithstanding the pendency of any such dispute; provided that the Contractor's proceeding with the Work shall not prejudice its position in the dispute resolution process.

(d) Scope and Specification Changes – Any changes to the Technical Specifications for the Vehicles shall be made by written Change Order.

(e) Minor Changes -- In addition to written Change Orders, the RTC shall have the authority to direct minor changes in the Work not involving extra cost or changes in schedule when such changes are in the RTC's opinion necessary or expedient to the satisfactory performance and completion of the Work. The Contractor may also propose such minor changes to the RTC for its review and approval.

## **SEC. 212      EXTENSION OF TIME**

(a)      Granting of Extensions -- The Contractor will be granted an extension in Contract Time for a delay in completion of the Work, or any specified portion thereof, that arises directly from a Force Majeure event; provided that: (1) the causes were not foreseeable, did not result from the fault or negligence of the Contractor, or any person for whom the Contractor is legally or contractually responsible, and could not have been avoided by the exercise of due diligence and care by the Contractor; (2) the Contractor has taken reasonable precautions to prevent further delays owing to such causes; and (3) the Contractor notifies the RTC in writing of the cause or causes of delay within five (5) Days from the beginning of any such delay. Force Majeure events may result in an extension in the delivery schedule but are not a basis for an increase in the Contract Price.

(b)      Information Regarding Cause of Delay -- Within ten (10) Days after the end of the delay, the Contractor shall furnish the RTC with detailed information concerning the causes and circumstances of the delay, the number of Days actually delayed, and the Contractor's request for an extension in the time for the completion of the Work or any portion thereof. The Contractor shall also provide the RTC satisfactory evidence that non-performance is not due to any fault or negligence on the part of the Contractor or any person for whom it is legally or contractually responsible. Failure to submit this information within such ten (10) Day period will be sufficient cause for denying the claim for an extension of time.

(c)      RTC Response --

(1)      Timing -- Within ten (10) Days after receipt of all information required under subsection (b), the RTC shall notify the Contractor whether it agrees that the event causing the delay was a Force Majeure event meeting the conditions of subsection (a).

(2)      Agreement -- If the RTC concurs that the event was a Force Majeure event and that the Contractor has met the conditions of subsection (a), it shall also notify the Contractor whether it agrees with the amount of the extension in the Contract Time requested by the Contractor for the completion of the Work or any portion thereof. If the RTC does not agree to the amount of time requested, it shall establish the approved amount of the extension in Contract Time, which decision shall be final subject to dispute resolution under Section 225 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 225 of this Agreement.



(d) Change Orders -- The RTC will issue a Change Order to the Contractor within a reasonable period of time after the granting of an extension of Contract Time under this Section, specifying the number of Days allowed and the new date for completion of the Work or specified portions of the Work. Any extension of time must be in writing to be effective.

(e) Relation to Other Provisions --

(1) No Waiver -- The granting of an extension of Contract Time for delay shall not be deemed to be a waiver by the RTC of the RTC's right to impose and deduct liquidated damages for other delays (but not a delay caused by a Force Majeure event), or of any other rights to which the RTC is entitled under this Agreement.

(2) No Increase in Price -- An extension of Contract Time granted pursuant to this Section shall not be the basis for an increase in the Contract Price or claim for other additional compensation or damages, and no damages or costs of any kind or nature will be paid for any such extension of time. A time extension must be approved by the RTC prior to any interim or final completion dates being extended.

(f) Other Extensions of Time -- In addition to granting an extension in Contract Time for a Force Majeure event, the RTC may grant an extension in Contract Time in a Change Order agreed upon or issued by the RTC under Section 211.

## **SEC. 213      CONDITION OF SHIPMENT**

(a) Post Production Testing -- The Contractor shall assure that each Vehicle successfully completes the post-production performance and conformance testing required under Appendix C prior to shipment.

(b) Required Condition --

(1) Standards for Shipment -- Unless specifically excepted at the sole discretion of the RTC, each Vehicle shipped from the Contractor's plant to the RTC shall be complete (other than any components to be incorporated at the Project Site), Ready-to-Use, and in compliance with all provisions of the Technical Specifications and the other Contract Documents.

(2) Packing and Shipping -- The Contractor shall be responsible for packaging all shipments in accordance with the best commercial standards and practices to ensure the integrity, safety and security of the Vehicles and Materials during transportation and handling.

(c) Shipping Release -- Prior to the shipment of each Vehicle, the Contractor shall secure a "Shipping Release" signed by the RTC's Inspector or other authorized representative of the RTC at the Contractor's plant. The Shipping Release shall certify that the Vehicle is complete (other than components to be incorporated at the Project Site), Ready-to-Use, and complies with the Technical Specifications, the Contractor's approved Drawings and Samples, and other agreed upon conditions for shipment. The Shipping Release shall not, however, be construed or inferred to constitute any Acceptance of such Vehicle by the RTC. Execution of the Shipping Release by the RTC will not be unreasonably withheld.

(d) Transportation Costs -- The Contractor acknowledges and agrees that all costs associated with the shipment and transport of the Vehicles, including delivery and unloading costs; insurance costs; import duties, fees, and taxes; sales taxes; port fees; license fees; and all other associated costs, are included in the Contract Price, and that the Contractor is not entitled to and will not seek any additional compensation in connection with any such costs.

#### **SEC. 214 ARRIVAL AND REQUIRED CONDITIONS FOR VEHICLE DELIVERY**

(a) Arrival Notice -- The Contractor shall give the RTC Project Director three (3) Days' notice prior to the arrival of Vehicles. Upon arrival at the Project Site, each completed Vehicle shall be examined jointly by representatives of the RTC and the Contractor. The RTC will then issue an "Arrival Notice" to the Contractor, for each Vehicle, which will acknowledge arrival of the Vehicle and furnish appropriate notation as to its apparent condition. The Arrival Notice will describe any missing parts or any damage that may have occurred during shipment and will also note or reference any components to be added at the Project Site. The Arrival Notice will be signed by both the RTC's representative and the Contractor's representative to attest to the stated condition of the Vehicle.

(b) Delivery Requirements -- To be considered "delivered", each Vehicle, subsequent to arrival and issuance of an Arrival Notice, must (after incorporation of any remaining components) be Ready-to-Use and fully in compliance with the Contract Documents, including having successfully completed performance and conformance tests at the Contractor's facilities in accordance with the Testing Procedures and Protocols set forth in Appendix C. If the RTC agrees to allow Vehicles to be shipped to the Project Site or other property while such testing work remains to be done, the Vehicles shall not, unless otherwise agreed upon by the RTC, be considered to be "delivered" until the Contractor has satisfactorily completed all such testing work.

(c) Failure to Meet Conditions -- If Vehicles arrive at the Project Site but do not meet the standards required to be considered "delivered" under subsection (b), the RTC may assess liquidated damages under Section 224. In addition, the RTC may require such Vehicles to be removed from the Project Site or may, in its discretion, require the Contractor to pay daily storage costs for use of the Project Site.

(d) Motor Vehicle Title and Fees -- The Contractor shall present, with each Vehicle delivered to the RTC, a copy of Contractor's title documents, an invoice, certificate of origin, a VIN inspection certificate, and all other documents necessary for the transfer of title to the RTC. The Contractor warrants that the title to each Vehicle delivered to the RTC will be free, clear, unencumbered and fully marketable, and that Contractor will have the right to convey such title to the RTC. All documents or parts of documents which must be executed in order to transfer ownership and secure a Nevada Title for each Vehicle shall be fully and properly executed and submitted to the State of Nevada, Department of Motor Vehicles. All costs for title fees shall be borne by the Contractor. Title to each Vehicle shall be conveyed to the RTC, at the address set forth in Section 235, within sixty (60) Days after issuance of a Certificate of Acceptance under Section 215.

(e) Extinguisher Certificates - The Contractor shall provide Nevada Extinguisher certificates for each Vehicle at the time of delivery.

(f) Registration -- The RTC shall be responsible for obtaining the registration for each Vehicle.

## **SEC. 215 ACCEPTANCE OF VEHICLES**

(a) Inspection and Testing -- Within thirty (30) Days after delivery to the RTC, each Vehicle shall (A) be given an inspection to determine if such Vehicle has been completed in full compliance with the Technical Specifications and other Contract Documents; and (B) be subjected to pre-revenue service Acceptance testing (as described in Appendix C) to determine if the Vehicle is in acceptable operating condition. The RTC and the Contractor will provide personnel for participation in proof of design and Acceptance testing at the Project Site or other RTC facilities. All such Contractor personnel shall be qualified and properly licensed to operate the Vehicle.

(b) Acceptance or Rejection by RTC -- Within five (5) working days after the completion of pre-revenue service Acceptance testing of a Vehicle under subsection (a), the RTC will notify the Contractor, in writing, whether such Vehicle has or has not been accepted. If

a Vehicle is not accepted, the RTC will include in its notice a written explanation of the reasons for the rejection, identifying the particular component, system, or operating characteristic or feature found unacceptable.

(c) Resubmittal of Vehicles --

(1) Correction of Defects -- Within seven (7) Days after receipt of a notice under subsection (b), the Contractor shall correct any defects identified, and shall resubmit the Vehicle to the RTC for Acceptance; provided that if the defect cannot be corrected within seven (7) Days, the Contractor shall explain in writing the reasons additional time is needed and commit to a date for resubmittal. At its option, the RTC may require the Contractor to remove the Vehicle from the Project Site or other RTC premises, or may charge the Contractor a daily storage fee for use of the Project Site, while repairs are being made or defects corrected until the Vehicle is accepted. While a Vehicle is under repair or correction and until Acceptance, the Contractor shall retain all risk of loss.

(2) RTC Review -- The RTC shall, within ten (10) Days from the date of resubmittal of a Vehicle, complete additional inspection and/or testing, and either accept, reject, or conditionally accept the resubmitted Vehicle. If a Vehicle is not accepted, the RTC will notify the Contractor and include a written explanation of the reasons for rejection, identifying the particular component, system, or operating characteristic of feature found unacceptable. The Contractor shall correct any continuing defects identified by the RTC within five (5) Days of notice by the RTC.

(d) Certificate of Acceptance -- Upon Acceptance of a Vehicle, the RTC shall execute a written "Certificate of Acceptance" accepting the Vehicle as in conformance with the Technical Specifications and other Contract Documents, releasing the Vehicle for revenue service. The date of Acceptance shall be the date of issuance of the Certificate of Acceptance by the RTC.

(e) Security of Vehicles -- The RTC shall make all reasonable efforts to assure the integrity, safety, and security of the Vehicles at the Project Site or other RTC facilities during the Acceptance testing process.

(f) Relation to Milestones and Critical Path Schedule --The time periods provided in this Section for inspections, testing, and other actions in the Vehicle acceptance process shall prevail over any differing periods set forth in the Milestone Schedule or the Critical Path Schedule.

## **SEC. 216 RISK OF LOSS**

(a) Responsibility of Contractor -- Risk of loss or damage to any Vehicle, or to any part or portion thereof (including responsibility for insurance coverage), is assumed and shall be borne by the Contractor at its own expense until a Certificate of Acceptance has been issued for such Vehicle in accordance with Section 215(d) of this Agreement. The Contractor acknowledges that it shall bear all risk of loss or damage for each Vehicle, and any part or portion thereof, during the acceptance testing process. The Contractor shall assure that the Vehicles remain fully insured (including coverage of RTC personnel involved in acceptance testing) until Acceptance. The Contractor shall continue to perform the Work and carry out this Agreement, in accordance with its terms and the other Contract Documents, without additional cost to the RTC by reason of any such loss or damage.

(b) Transfer to RTC -- Risk of loss of each Vehicle shall pass to the RTC upon the RTC's issuance of a Certificate of Acceptance for such Vehicle in accordance with Section 215(d) of this Agreement.

## **SEC. 217 WARRANTIES**

(a) General Warranty -- The Contractor warrants and guarantees that each Vehicle, subsystem, component, and replacement part is fully operational and free from defects and related defects in design, materials, workmanship and construction, and is designed in conformance with the Technical Specifications and other Contract Documents to provide the services and functions intended. As used in this Section, a "related defect" is a defect that arises directly or indirectly as a result of a separate defect in the Vehicle, as the case may be.

(b) Start of Warranty Period -- The warranties of this Section shall start to run, with each Vehicle, subsystem, and component, on the date of issuance of a Certificate of Acceptance by the RTC for that Vehicle under Section 215 of this Agreement.

(c) Standard Warranty for Complete Vehicle -- The Contractor warrants and guarantees the entire Vehicle to be free of any defects and related defects as set forth in Appendix F of this Agreement. During this warranty period, the Vehicle shall maintain its structural and functional integrity. This warranty is based on regular operation of the Vehicle under the operating conditions and physical environment that exists in the Washoe County, Nevada area. Unless a longer warranty is provided in this Section, this warranty includes integral and peripheral components, materials, parts, assemblies and subassemblies including but not limited to the body, chassis, engine, transmission, cooling, drive train, suspension, electrical and manual controls, steering, starter and alternator, safety equipment, heater, and air

conditioning. This warranty includes all services by the Contractor that are necessary to correct any malfunction or defect in materials or workmanship that occurs during the warranty period, and to keep the Vehicles in good operating condition and preserve their operating efficiency in accordance with all OEM technical specifications and operating standards.

(d) Applicability of Warranty -- The warranties specified in this Section shall not apply to any defect to the extent it occurs by reason of the following:

- (1) external causes such as road accidents, bumps, scratches, and similar events, that are the direct result of the operational use by the RTC, unless the accident or event is caused by the negligent or intentional acts or omissions of the Contractor or its agents;
- (2) failure to inspect, service, and maintain (including preventative maintenance) the Vehicle in accordance with the Contractor's recommendations (including recommended daily checks and use of Contractor supplied spare parts);
- (3) any abuse or misuse by the RTC (or its employees, agents, or the RTC's Service Contractor);
- (4) alterations, repairs, or replacements carried out other than by the Contractor, its duly authorized service representative, or the Service Contractor;
- (5) normal wear and tear of Vehicle and components, including the gel coating or finish, and components; or
- (6) vandalism.

For purposes of these limitations on warranty applicability, the RTC shall require its Service Contractor to document that its maintenance activities are carried out in conformance with the Contractor's documentation and maintenance manuals and to maintain copies of all maintenance records and receipts for review by the Contractor.

(e) Exclusions from Warranty -- The following are excluded from warranty coverage:

- (1) any accessories, equipment, or parts not manufactured, approved or supplied by the Contractor (except insofar as such equipment may be damaged by the failure of a part or component for which the Contractor is responsible);
- (2) any unauthorized modification of the Vehicle or of the parts manufactured by the Contractor; and

- (3) scheduled maintenance items and normal “wear-out” items (such as tires, filters, belts, tubes, bulbs and wiper blades), or items with progressive wear characteristics (bushings, friction surfaces.

(f) Supplier Warranties -- In the event the Vehicles, or any other materials or equipment supplied under this Agreement (or any components of any of the foregoing) are covered by warranties of the manufacturer or supplier other than the Contractor, and such warranties extend beyond the periods specified in this Section, then the RTC shall receive the benefit of such longer warranties. The Contractor shall furnish copies of such superior warranties to the RTC at the time of Vehicle delivery. If requested by the RTC, the Contractor shall assign any such superior warranty to the RTC; provided that notwithstanding any such assignment, the manufacturer and supplier warranties shall be managed and administered by the Contractor for the extended warranty period, and such assignment shall not relieve the Contractor of any of its obligations under this Agreement.

(g) Engineering Changes - Contractor sponsored modifications to the Vehicles and/or engineering changes shall be made with the prior written consent of the RTC at no additional charge for a period of one (1) year from the date of Acceptance. The RTC reserves the right at all times to schedule these Contractor sponsored modifications and/or changes to minimize the impact on the daily operations of the RTC.

(h) 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.

(i) 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 218.

(j) 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.

(k) Damages -- The Contractor shall be liable for actual damages resulting from the breach of an express or implied warranty or other defect in the Work.

## **SEC. 218      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 217, the RTC shall notify the Contractor within ten (10) Days after the date the RTC becomes aware of the defect and or related defect. Within three (3) business days after the RTC notice, the Contractor shall conduct an inspection of the Vehicles 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 four (4) business days after the RTC notice, 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 five (5) business days after receiving notification of the defect (unless such repairs have already been commenced by the RTC under subsection (d)).

(2)      Availability of Vehicle -- The RTC shall make the Vehicle 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 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 within five (5) business days after the commencement of repairs on such Vehicle, or as otherwise agreed to by the RTC and the Contractor in the action plan.

(4) Extension of Warranty -- If any Vehicle is held out of service for a period greater than ten (10) Days 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 shall be extended by one (1) Day for each Day beyond the initial ten (10) Day 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 subject to the repair work. The list of Vehicles shall include the fleet vehicles number, the VIN, license plate, and the date and mileage when the repair was performed. Such work orders shall be provided to the RTC upon the completion of the repair of a Vehicle.

(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 five (5) Days 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 “vehicle down,” the Contractor shall prepay the costs for expedited (air express) delivery or, where this is not practicable, shall provide for some other expedited form of delivery. The Contractor may request that parts covered by warranty be returned to the manufacturing plant, at its cost. Parts shall be returned in accordance with the Contractor’s instructions.

(3) Failure Analysis – At the request of the RTC, the Contractor shall provide a failure analysis of parts for components removed from Vehicles under the terms of the warranty. Such reports shall be delivered within sixty (60) Days 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 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 fifteen percent (15%) handling costs.

(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 man-hours actually required to correct the defect by the RTC’s authorized representative’s current top level, class “5M” 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 purchased under this Agreement, the RTC will immediately notify the Contractor.

(2) Inspection and Repairs by Contractor -- Within five (5) Days after notification by the RTC of a safety defect, the Contractor shall inspect the entire Vehicle fleet to determine whether the safety defect exists in other Vehicles. Within seven (7) Days after notification by the RTC, 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 three (3) Days after approval of the action plan by the RTC, and shall be completed on all Vehicles within seven (7) Days 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, structure, parts, subsystems, or components, the Contractor shall make this repair for all Vehicles, 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 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 seven (7) 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 five (5) 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 accepted by the RTC, on a Vehicle-by-Vehicle basis.

(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 225 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. 219 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 or paratransit Service Contractor.

(b) Handling of Claims -- The RTC agrees that it will notify the Contractor in writing within ten (10) Days of receipt or notice of any claim described in subsection (a); provided that failure of the RTC to so notify the Contractor shall not relieve the Contractor of any of its obligations under this Section. The Contractor shall have the right to assume the defense of all claims that might be threatened or instituted, and agrees that it will assume all responsibility for the investigation, handling, and defense of such claims unless the RTC notifies the Contractor that it elects to be represented by counsel of its own selection in connection with any such claim. The RTC shall provide such assistance (except financial) for the defense of any claim as is reasonably requested by the Contractor. The RTC shall not make any admission of liability with respect to a claim or seek to settle or compromise a claim without the prior written consent of the Contractor. The Contractor agrees to inform the RTC as to all correspondence and proceedings in respect of any claim as to which indemnity is sought and to consult with the RTC with respect to all matters relating to any claim.

(c) Patent Infringement -- The Contractor shall advise the RTC of any anticipated, known or pending patent infringement action or other proceeding and shall provide all information available relating to the action. The Contractor shall defend any suit or proceeding brought against the RTC based on a claim that any Vehicle, equipment, materials, or any part

thereof, furnished under this Agreement, constitutes an infringement of any patent; and the Contractor shall pay all damages and costs awarded therein, including incidental and consequential damages, against the RTC. In case such Vehicle, equipment, or materials, or any part thereof, is held in such suit to constitute infringement and its use is enjoined, the Contractor shall, at its own expense and at its option, either procure for the RTC the right to continue using such Vehicle, equipment, materials or parts, or replace the same with non-infringing equipment, or modify it so it becomes non-infringing.

(d) Service Contractor -- The RTC acknowledges that the Service Contractor operating and maintaining the Vehicles has its own specific indemnification and insurance obligations to the RTC under its Operations and Maintenance Agreement. The Contractor's indemnification obligations under this Section do not extend to or cover any negligent or willful actions of such Service Contractor or otherwise create any agreement or obligation to indemnify, the Service Contractor.

(e) Disclaimer of Liability -- The RTC will not hold harmless or indemnify the Contractor for any liability whatsoever. This subsection does not preclude the Contractor from pursuing resolution of a dispute with the RTC arising under this Agreement in accordance with Section 225.

## **SEC. 220 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 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 Insurance Services Office (ISO) "occurrence" form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract.). The coverage under such policy shall provide at least the following limits:
- (A) Bodily Injury or Property Damage Liability -- \$5 million combined limit per occurrence.
  - (B) Contractual Liability - \$5 million combined limit per occurrence.
  - (C) Products/Completed Operations Liability -- \$5 million combined limit per occurrence/aggregate for a period of five (5) years after the Acceptance of the last Vehicle under this Agreement.
- (3) Automobile Liability Insurance -- An insurance policy covering the use of all owned, non-owned, hired, leased, or rented vehicles in connection with this Agreement. The coverage under such policy shall provide at least \$5 million combined limit per occurrence in bodily injury and property damage liability.

(c) Endorsement -- The insurance coverages required under subsection (b) (other than worker's compensation and employer's liability) shall contain an endorsement naming the RTC and its officers, employees and agents as additional insureds, without exclusions. The RTC and its officers, employees and agents shall be included as an additional insured under the Commercial General Liability coverage, for both Contractor's premises and operations liability before delivery of the Vehicles, and products and completed operations liability after delivery of the Vehicles, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the RTC. There shall be no endorsement or modification of the Commercial General Liability to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro-rata, the policy shall be endorsed to be primary with respect to the additional insured. The endorsement shall contain a provision that the RTC shall be notified by the insurer(s), in writing, thirty (30) Days prior to any cancellation, non-renewal, or material change adversely affecting the interest of the RTC.

(d) Contractor's Failure to Procure -- The Contractor's failure to procure or maintain the insurance required by this Section during the entire term of the Agreement shall constitute a material breach of contract. In the event of such a breach, the RTC may exercise all available rights and remedies hereunder, including the right to immediately suspend or terminate this Agreement, or, at its discretion, to procure or renew such insurance to protect the RTC and pay the premiums in connection therewith, and withhold or recover from the Contractor all monies so paid.

(e) Deductibles -- The Contractor shall be solely responsible for all deductibles and self-assured retentions relating to all insurance required under this Section.

(f) Waiver of Subrogation -- The Contractor hereby waives all rights of recovery under subrogation because of deductibility 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. The Contractor's workers compensation policy shall include an endorsement waiving the insurance company's right of subrogation 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 (105) Days after the RTC's request, unless the Contractor demonstrates that actual copies of such policy are unavailable.

## **SEC. 221 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. This program shall be in accordance with this Section and shall include --

- (1) General Orientation (1 hr.)
  - A. Orientation of Features and Accessory operations
- (2) Wheel Chair Ramp Maintenance and Repair Training (2 hrs.)
- (3) Air Conditioning Maintenance Training (2 hrs.)
  - A. Preventative Maintenance
  - B. Hoses and Wiring Inspection
  - C. Proper System Charging
- (4) Wheelchair Securement System (instruction USB drives included in the delivery packet of the vehicle and onsite training offered (1 hrs.)
  - A. Orientation of System
  - B. Securing the Wheelchair
  - C. Securing the Passenger
  - D. De-Boarding the Passenger
  - E. Occupant Securements
    1. Combination Lap and Shoulder Belt Type A-1
    2. Combination Lap and Shoulder Belt Type A-2
    3. Combination Lap and Shoulder Belt Type A-3
  - F. Preventative Maintenance Checklist
- (5) Factory Online Training: (Continuous)
  - A. Electrical
  - B. Engine Performance
  - C. Engine Repair
  - D. Steering & Suspension
  - E. Brakes
  - F. Climate Control

(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 and any training that will be offered at the Contractor's facilities.

(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 two (2) complete sets of lesson plans, compact discs (CDs) or DVDs, classroom notes, films, slides, tapes, and related materials used in presenting the course.

(d) Manuals and Materials --

(1) General Requirements -- The Contractor shall transmit or ship to the RTC, in accordance with the Critical Path Schedule and at least thirty (30) Days prior to the delivery of the first Vehicle under this Agreement, not less than fifteen (15) operator manuals, not less than five (5) maintenance manuals, not less than five (5) parts manuals, and any other technical support manuals and materials required by the Technical Specifications. These manuals and other technical support materials shall be used in training under this Section as well as for ongoing operation and maintenance of the Vehicles.

(2) Operator Manuals -- The operator manuals shall be written in English, shall describe in detail the operating features and characteristics of the Vehicles; and provide sufficient information to assure safe and effective operation of the Vehicles.

(3) Maintenance Manuals -- The maintenance manuals shall be written in English and shall provide details of the Contractor's maintenance program and information regarding the recommended procedures and standards for maintenance and repair of the Vehicle, including all scheduled and preventative maintenance requirements and recommendations and estimated hours of maintenance required.

(4) Compact Disc -- The Contractor shall provide the RTC one hard copy manual per bus and a thumb drive of 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.

(5) 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. 222 PARTS AVAILABILITY GUARANTEES**

(a) Obligations of Contractor -- The Contractor shall provide the spare parts, software, and all equipment necessary to maintain and repair the Vehicles purchased under this Agreement for the useful life of the Vehicles, which is seven (7) years. Parts shall be interchangeable with the original equipment and be manufactured in accordance with the quality assurance provisions of this Agreement.

(b) Delivery Requirements --

(1) General Requirement -- The Contractor shall maintain, for the useful life of the Vehicles, the capability of delivering spare parts to the RTC within five (5) working Days, or according to a mutually agreed schedule, after placement of an order. The Contractor shall maintain a spare parts outlet or contract with a customs broker to expedite the customs clearance of any parts.

(2) Vehicle Down Requirement -- In "vehicle-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. 223 ACCESS TO RECORDS**

(a) General -- The Contractor agrees to maintain and will require Subcontractors at all tiers to maintain, complete and have readily accessible records relating in whole or in part to the performance of the Work under this Agreement, including but not limited to data, documents, financial records, reports, statistics, leases, subcontracts, other third party agreements of any type, and supporting materials related to those records (Records) 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, and the Federal Transit Administration (or any of their authorized representatives) (Reviewers) shall have access, at any reasonable time, to inspect, copy and audit, the Records, documents, and information of the Contractor and its Subcontractors and suppliers, relating to the performance of this Agreement. Such access includes timely and reasonable access to personnel for interviews and discussions related to the Records, documents and information. This right of access shall survive the termination of this Agreement and the record retention period established in subsection (b).

(b) Duration -- The Contractor shall retain such records until all pending matters are closed or for a period of three (3) years after the date of final payment or completion of the Work under this Agreement, whichever is later. In the event of litigation or settlement of claims arising under this Agreement, Records shall be maintained until the final disposition of all such litigation, appeals or claims related thereto. Copies of Records may be substituted for originals, and the Contractor may use reliable electronic storage to meet this retention obligation. Exceptions to this three year requirement exist as stated in 2 CFR Part 200.

(c) Access to Sites of Performance and Audits --The Contractor shall permit reviewers to have access to the sites of performance of this Agreement and to make site visits in accordance with 2 CFR Part 200. The Contractor shall permit Reviewers to inspect all Work and Material and to audit information related to the award if such information is under the control of the Contractor, including the Contractor's books, records, accounts and other locations.

(d) Financial Adjustments -- Appropriate financial adjustments may be made by the RTC based on any inconsistency, irregularity, discrepancy, or unsubstantiated billing revealed as a result of an audit. Financial adjustments reflecting an overcharge to the RTC may be charged against the Contractor's future invoices or if there are no such future invoices, the Contractor shall promptly refund the overcharge.

(e) Subcontractors -- The Contractor shall include this clause in each subcontract and shall require Subcontractors to in turn require each lower tier subcontract to include this clause.

## **SEC. 224 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 Milestone schedule in Section 205 of this Agreement, or to meet its other time obligations under this Agreement (except for any extensions of time as provided in Section 211 or 212 of this Agreement), the RTC will be damaged thereby.

(b) Amount of Liquidated Damages -- The Contractor agrees to pay the following liquidated damages:

(1) For delay in the delivery of all Vehicles, in the amount of one hundred dollars (\$100) per Vehicle for each Day of delay, based on the delivery date for all Vehicles specified in Section 205(d) of this Agreement.

(2) For failure by the Contractor to commence repairs, or to correct a defect, in the time periods required by Section 218, in the amount of one hundred dollars (\$100) per Vehicle 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 222, in the amount of one hundred dollars (\$100) 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. 225     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 mediation under subsection (e), or both Parties may agree to proceed to arbitration under subsection (e).

(e) Mediation and 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 and arbitrator shall be selected in accordance with AAA procedures, and the mediation session and 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 by the Parties 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. Venue shall lie in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. The Parties shall engage in mediation of the dispute before either party may bring an action in court.

(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. 226 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 by the dates specified herein and in accordance with all requirements of the Contract Documents.

#### **SEC. 227 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) Prompt 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 and regulations. The Contractor shall comply with 49 C.F.R. §26.29 which requires the Contractor to pay Subcontractors for satisfactory performance of their subcontracts not later than 30 days from the Contractor's receipt of payment by the RTC. 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. 228 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 D to this Agreement, and those that are otherwise applicable.

(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. 229 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.

#### **SEC. 230      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 229 or Section 231, respectively.

#### **SEC. 231      TERMINATION FOR DEFAULT**

(a) In General -- The RTC may, subject to the provisions of subsection (b) of this Section, by thirty (30) Days 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.

(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 229, unless the Parties otherwise agree.

#### **SEC. 232 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. 233 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the successors and assigns of the RTC and the Contractor.

#### **SEC. 234 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. 235 NOTICES UNDER AGREEMENT**

(a) Written Notice -- All notices and communications required pursuant to the terms of this Agreement shall be in writing, unless an emergency situation dictates otherwise.

(b) Addresses -- Communications should be addressed as follows:

If to the RTC:  
Bill Thomas, AICP  
Executive Director  
Regional Transportation Commission of Washoe County  
1105 Terminal Way  
Reno, NV 89502  
Fax: (775) 348-3218  
Email: [bthomas@rtcwashoe.com](mailto:bthomas@rtcwashoe.com)

If to the Contractor:  
Jay Holzhuter  
Senior Public Sector Sales West  
Model 1 Commercial Vehicles (formerly Creative Bus Sales)  
14740 Ramona Ave  
Chino, CA 91710  
US  
Phone: (800)326-2877  
Email: [jholzhuter@model1.com](mailto:jholzhuter@model1.com)

(c) Receipt of Notice -- Communications and notices in connection with the performance of this Agreement shall be considered received at the time actually received by the addressee or designated agent. Any notices required by this Agreement shall be deemed received on: (1) the day of delivery if delivered by hand (including overnight courier service) or personal service during the receiving Party's regular business hours; (2) by facsimile with confirmation of transmission before or during the receiving Party's regular business hours; or (3) sent by United States mail, via certified mail return receipt requested to the addresses set forth above, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this Section. An original signed copy, via United States mail, shall follow fax transmissions. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

(d) Copy -- A copy of all notices and communications required by the terms of this Agreement shall be provided to the RTC's Project Director delivered in the manner specified in subsection (c).

(e) Required Notices -- In addition to notices required by the terms of this Agreement, notice is required for all matters involving possible termination actions, litigation, indemnification and disputes. Routine correspondence shall be directed to the Contractor's Project Manager and the RTC's Project Director.

## **SEC. 236 CONFLICT OF INTEREST**

(a) In General -- An official, member, or employee 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 official, member 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. 237 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. 238      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. 239      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. 240      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. 241      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. 242      RESERVED**

#### **SEC. 243      INTELLECTUAL PROPERTY**

(a) Contractor Ownership -- The Contractor shall retain ownership of (1) any patents; (2) inventions, discoveries (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data; (3) copyrights, copyright registrations, mask works, mask work registrations, and applications therefor in the United States, and anywhere in the world, and all other rights corresponding thereto throughout the world; and (4) any other proprietary rights (collectively, the "Intellectual Property") in or to the technology associated with the Vehicles supplied to the RTC under this Agreement.

(b) License to RTC -- The Contractor hereby grants to the RTC a royalty-free, paid-up, non-exclusive, non-transferable license to use the Intellectual Property for purposes of operations and maintenance of the Vehicles supplied under this Agreement and for related governmental purposes, including carrying out its obligations under its grant from FTA for the Project. The RTC agrees that it will not use the Intellectual Property for any commercial or manufacturing purpose.

(c) Use of Information -- The RTC may disclose information relating to or generated by the Intellectual Property as follows: (1) to the Service Contractor, but only to the extent necessary to allow such party to operate and/or maintain the Vehicles, and subject to such party's execution of a nondisclosure agreement and its agreement to comply with the provisions of this Section; (2) to the professional consultants with whom the RTC contracts to carry out



activities under the Project, but only to the extent necessary to allow such parties to carry out their contractual obligations to the RTC and subject to such party's execution of a nondisclosure agreement and its agreement to comply with the provisions of this Section; and (3) to the FTA, to the extent necessary to carry out the FTA grant agreement and the Project. The RTC further agrees that it will not allow any third party to reverse engineer the Vehicle.

(d) Warranty – The Contractor warrants that it is the owner of the Intellectual Property, that it has the right to convey and grant the license described in subsection (b), and that the RTC's use thereof as contemplated in this Section, will not infringe upon any third party's proprietary rights. The Contractor further agrees to defend and indemnify the RTC against all costs and damages arising from claims by a third party that the RTC's use of the Intellectual Property infringes upon or violates such party's rights.

**SEC. 244 ENTIRE AGREEMENT**

This Agreement constitutes and contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, statements, representations, and negotiations between the Parties with respect to such subject matter.

**ARTICLE III -- PAYMENT TERMS AND CONDITIONS**

**SEC. 301 CONTRACT PAY ITEMS AND PRICES**

(a) Vehicle Price - The RTC shall pay the Contractor a total Contract Price not to exceed \$3,270,060.00 which is composed of the following pay item at the following price:

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Vehicles	Fifteen (15)	\$218,004.00	\$3,270,060.00

**CONTRACT PRICE** **Total:** **\$3,270,060.00**

(b) Full Compensation – Payment for the pay items listed in this Section shall constitute full compensation to complete the Work in conformity with this Agreement and shall constitute full compensation for all transportation costs (including delivery and unloading costs, insurance costs, import duties, taxes, and fees), sales taxes, title fees, insurance and indemnification obligations, and other associated costs incurred or assumed by the Contractor in providing the Vehicles, and otherwise carrying out the Work in accordance with this Agreement and the other Contract Documents. In addition, the payment of the Contract Price

includes the operations and maintenance manuals and the training the Contractor is obligated to provide under Section 221 hereof.

(c) No Additional Compensation – The Contractor shall not be entitled to any additional compensation for restoring loss or repairing damage arising during the completion of the Work, for correcting deficiencies or defects in the Work, for the consequences of unforeseen events, or for the cost of warranty repairs, except as otherwise specifically provided in a Change Order issued by the RTC.

## **SEC. 302 PAYMENTS**

(a) Schedule -- The RTC shall make payments to the Contractor for the Vehicles identified in Section 301(a) in accordance with the following schedule: (1) payment will be made for each vehicle within thirty (30) days of delivery and acceptance of each vehicle by the RTC.

(b) Retainage and Payment Conditions -- The RTC will deduct and retain two and one-half percent (2.5%) from the payment on delivery under subsection (a)(1) and will deduct and retain two and one-half percent (2.5%) from the final payment on Acceptance of all Vehicles under subsection (a)(2). The two and one-half percent (2.5%) retainage shall be held through the standard one-year warranty period, as described in Section 304(c) hereof. The RTC has the discretion, if in its sole judgment circumstances so warrant, to release a portion of the two and one-half percent (2.5%) retention being held during the one (1) year warranty period.

(c) Audits --

(1) Authority to Audit -- The RTC (or its authorized representative) may perform audits so as not to interfere with timely processing of payment applications and invoices. If an audit indicates the Contractor has been overpaid, that overpayment will be credited against the next Payment due, or remitted in full by the Contractor.

(2) Change Orders -- Payment for work under Change Orders negotiated on a cost reimbursable basis shall be subject to RTC review and audit of the Contractor's records supporting the invoice.

(3) Maintenance of Records -- The Contractor shall maintain all records relating to performance of the Work, and shall make those records available for audit, inspection, and copying, in accordance with Section 224 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 225(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 for in Appendix G. Invoices based on delivery of the Vehicles shall be submitted within ten (10) Days after delivery, and invoices based on Acceptance shall be submitted within fifteen (15) Days after Acceptance. Invoices shall be submitted electronically to [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.

(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 225, 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 219;

(2) it has no reason to believe that any party has a valid claim against the Contractor which has not been communicated in writing by the Contractor to the RTC as of the date of the certification; and

(3) all warranties and guarantees are in full force and effect. The release and certification shall survive final payment. Final payment made in accordance with this subsection will be conclusive and binding against both Parties to this Agreement on all questions relating to the amount of Work done and the compensation paid therefore, except as otherwise provided in subsection (b).

(b) No Estoppel --

(1) In General -- The RTC shall not be precluded or estopped by any final payment to the Contractor:

(A) from showing at any time (either before or after the final completion and acceptance of the Work and payment therefore) the true and correct amount and character of the Work done or materials furnished by the Contractor or any person under this Agreement; or

(B) from showing at any time that any such final application of payment is untrue and incorrect, or improperly made, or that the Work and equipment and materials (or any part thereof) do not, in fact, conform to the Contract Documents.

(2) Damages -- The RTC shall not be precluded or estopped, notwithstanding any final payment to the Contractor, from demanding and recovering from the Contractor

such damages as it may sustain by reason of the Contractor's failure to comply this Agreement or the other Contract Documents.

(c) Retainage -- Subject to the exercise of the RTC's discretionary right to release a portion of the retainage under Section 302(b), the two and one-half percent (2.5%) retainage shall be held by the RTC through the standard one-year warranty period set forth in Section 217. Upon expiration of such standard warranty period, the retainage will be returned to the Contractor, unless a safety defect or Fleet Defect has been declared by the RTC pursuant to Section 219. In such event, the RTC may continue to hold all or a portion of such retainage, in its discretion, until the safety defect or Fleet Defect is resolved to the RTC's satisfaction.

**SEC. 305 COST OR PRICE ANALYSIS**

(a) In General -- The RTC has conducted a cost or price analysis in accordance with Federal Transit Administration and/or Federal Acquisition Regulation principles in order to verify that the prices proposed by the Contractor are fair and reasonable for the equipment and services to be provided under this Agreement. The cost or price analysis shall remain on file at the RTC for the three (3) year-period beginning on the date of expiration of this Agreement. If cost analysis is required, 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

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cancellation shall be treated as a termination for convenience under Section 229 of this Agreement.

**IN WITNESS WHEREOF**, the RTC and the Contractor have executed this Agreement on May 17, 2024.

By: \_\_\_\_\_  
Bill Thomas, AICP  
Executive Director  
Regional Transportation Commission  
of Washoe County, Nevada

By: \_\_\_\_\_  
Nick Corley, Transit Bid Manager  
Model 1 Commercial Vehicles  
14740 Ramona Ave  
Chino, CA 91710

SAMPLE

**APPENDIX A**

**PRICING SCHEDULE AND TECHNICAL SPECIFICATIONS**

SAMPLE



# NVDOT

**80DOT-S1970**

**FY 2022**

Preparer: Jay Holzhuter

**Base Model**

Ford Base Model



**Base Model Price:** \$ 121,454.00

**Options:** \$ 7,350.00

**Unpublished Options:** \$ 89,200.00

Vehicle Length	Lift Position	WC Positions	Total # Passengers	CDL Required
22	Side	3	8	Yes

QTY Vehicles:  Total Contract Price:

**Per Vehicle Price:** \$ 218,004.00

**Customer Info**

<b>Customer:</b>	RTC of Washoe County
<b>Address:</b>	1105 Terminal Way Reno, NV 89502
<b>Contact:</b>	Mark Schlador
<b>Office Phone:</b>	(775) 335-1857
<b>Mobile Phone:</b>	(775) 954-6140
<b>E-Mail:</b>	<a href="mailto:Mschlador@rtewashoe.com">Mschlador@rtewashoe.com</a>

**Floorplan**





**ALLSTAR - FORD E450 CONVERSION ONLY PRICING**

Allstar 25 190" WB E-450 7.3L Premium Gas Engine W/240 Amp Ford Alt	ST	93102	C	1
<b>SPECIAL INSTRUCTIONS OR NOTES</b>				1
<b>27" MINIMUM HIP-TO-KNEE ROOM</b>		<b>NOTE</b>		1
HVAC - System must be able to maintain a temperature of 70 degrees Fahrenheit inside the vehicle, while outside temperatures range from -20 degrees Fahrenheit to 120 degrees Fahrenheit.		<b>NOTE</b>		1
<b>NO LOGOS ON MUD FLAPS</b>		<b>NOTE</b>		1
<b>PADDING FOR PROTECTION OF OCCUPANTS HEADS FOR ENTRY</b>		<b>NOTE</b>		1
<b>SPECIAL BUILD OPTIONS</b>				1
<b>DRIVER POWER WINDOW</b>	ST	99		1
<b>PASSENGER WINDOWS TINTED TO 35% VLT</b>	ST	99		1
<b>DRIVE SHAFT GUARD</b>	ST	99		1
<b>"AS BUILT" BODY PARTS MANUAL AND MAINTENANCE MANUAL</b>	ST	99		1
<b>BODY SCHEMATICS AND WIRING DIAGRAM</b>	ST	99		1
<b>PASSENGER SUN VISOR</b>	ST	99		1
<b>HOODED LIGHTS FOR ENTRY AND STEPWELL</b>	ST	99		1
<b>WINTERIZE COOLANT TO -20 DEGREES</b>	ST	99		1
<b>Q-8306-SC UPGRADE OVER THE Q-8301-SC (DELETE QTY IN ROW 813 TO ZERO IF THIS OPTION IS SELECTED)</b>	ST	99		See Floorplan
<b>ELECTRICAL SYSTEM</b>				
Intermotive Flex Tech Electrical System	05	STD		1
<b>SIDEWALL / REARWALL / CEILING</b>				
Sidewall: Grey FRP	05	STD		1
Rearwall: Grey Seaspray Fabric	05	STD		1
Ceiling: Grey Seaspray Fabric	05	STD		1
Driver Area: Grey Padded Vinyl	05	STD		1
<b>FLOORING - WHITE NOSING IS STANDARD</b>				
Aisle: Gerflor Sirius NT #6801 Graphite (Black)	05	STD		1
Under Seats: Gerflor Sirius NT #6801 Graphite (Black)	05	STD		1
5/8" MarineTech Plywood Floor	05	2202		1
<b>CHASSIS</b>				
Front Mud Flap (1), Passenger Side Only ( <b>to be used with Running</b>	05	2340		1
Heavy Duty Anti-Slip Aluminum Running Board on Driver Side (Large)	05	2623		1
Rear Tow Hooks	05	2002		1
Exhaust Pipe Downturn	05	2668		1
Exterior Mirror Set, Remote/Heated, Ford	05	2444		1
<b>ENVIRONMENTAL CONTROL</b>				
<b>TRANS/AIR AIR CONDITIONING SYSTEMS</b>				1
<b>DUAL COMPRESSOR SYSTEMS CEILING MOUNT EVAPORATOR</b>				1
<b>COMP (SELECT CHASSIS/ENGINE BELOW)</b>				1
TA733 SUPER 10 FORD 7.3 LITRE PREMIUM GAS ENGINE	05	104313		1
<b>HEATERS</b>				1
Hot Water Heater, 65K BTU-Mounted to Seat Frame ( <b>NOT AVAILABLE ON TRANSIT CHASSIS</b> )	05	20084		1
<b>ELECTRICAL</b>				
Additional 12V Power Outlet (Mounted in Driver Side B Pillar)	05	2651		1

Laminated Wiring Schematic ***AS BUILT*** ON ELECTRICAL PANEL DOOR	05	22101		1
<b>Wiring Diagram "AS BUILT" ON USB Flash Drive</b>		<b>STD</b>		<b>1</b>
<b>EXTERIOR LIGHTS</b>				
Surface Mount LED Entry Door Exterior Light - STD Choose Optional Below or Special builds	05	STD		1
LED Rear Center Mount Brake Light, <b>Rectangular</b>	05	20136		1
<b>AUDIO / VISUAL</b>				
1				
Jensen JHD36AB AM/FM/CD/Clock Blue Tooth/USB Enabled / 4 SPEAKERS <b>PA Ready</b>	05	8830		1
<b>DOORS / HATCH / WINDOWS</b>				
Electric Entry Door is Standard. Add Option #2056 if Manual is Desire				
Passenger Door Electric (standard)	05	20163		1
Passenger Door <b>36" ROUGH OPENING (STANDARD)</b>	05	2063		1
<b>PARATRANSIT OPTIONS</b>				
1				
Double W/C Doors w/ Windows, LED Interior Light, Leaf Spring, LED Exterior Lighting	05	20206		1
<b>IS THE LIFT IN THE FRONT OR REAR OF THE UNIT</b>		<b>FRONT</b>		1
<b>BRAUN LIFTS</b>				
1				
Braun Century NCL917-2 800# Lift (33"x51")	05	8744		1
<b>LIFT FAST IDLE WITH 403 INTERLOCK</b>				
1				
Intermotive Gateway 508-F Ford E or 517-F Transit Fast Idle with Lift Interlock	05	99		1
<b>Q Straint W.C. Securement Kits, Accessories</b>				
1				
Q-8301-SC Max Retrctr tie down,Q8-6326-A1 Comb Lap/Shldr,SldNClk	05	20246		0
Q5-7580-4 18" Blue Webbing Loop (each)	05	20250		8
Q Straint Belt Storage Pouch	05	8102		2
Q-Straint Belt Cutter (ship loose)	05	8179		2
<b>Miscellaneous Accessories</b>				
1				
Priority Seating Sign **Required for ADA Compliance**	05	8104		2
Wheelchair Decal (International Symbol of Accessibility) Each	05	8105		2
<b>SAFETY OPTIONS</b>				
5 Lb Fire Extinguisher	05	8089		1
25 Unit First Aid Kit	05	20263		1
Body Fluid Kit	05	20264		1
Emergency Triangle Kit	05	8091		1
Back-Up Alarm SAE Type C 97 db(A)	05	20267		1
Rosco Backup Warning System BSSK-1000 Surface Mount	05	20269		1
<b>STANDARD ROSCO STSK4750 BACK-UP CAMERA SYSTEM W/ 7"</b>	<b>05</b>	<b>STD</b>		<b>1</b>
Interior Convex Mirror 6"x9"	05	20276		1
<b>GRAB RAIL / STANCHION / PANELS</b>				
Left Hand Entry Vertical Grab Rail - 1 1/4"		<b>STD</b>		1
1 1/4" Dual Entry Grab Rails Parallel to Entrance Steps (both sides)	05	8130		1
Yellow Powder Coat Entry Grab Rails Each - Enter Total Quantity Needed	05	20299		3
Stanchion and Modesty Panel at Entry Door		<b>STD</b>		1
Stanchion and Modesty Panel Behind Driver	05	20301		1
Yellow Powder Coat Stanchion/Panel Assemblies Each Enter Total Quantity	05	20302		2
<b>SEATING - DRIVER</b>				
1				
SHIELD Sport 2.0 Recliner RH Adjustable LeMans Arm, 2 Way Adjustable Lumbar	05	99		1
Adnik 6 Way Driver Seat Power Base	05	2205		1
INSTALL VINYL SKIRT ON POWER SEAT BASE - ADNIK OR OEM	05	2866		1
<b>FREEDMAN SHIELD SPORT 2.0 DRIVER SEAT FABRICS</b>				
1				
Driver Seat Cover - Level 1	05	99		1
<b>SEATING - PASSENGER</b>				
1				
<b>STD RIGID SEATS</b>				
1				
Mid High Double Seat	05	8067		See Floorplan



**Base Model Features**

**Vehicle 5 - Medium Cutaway**

Mid High Single Seat	05	8068		1
<b>PASSENGER SEAT FABRICS</b>				
				1
Seat Cover - Level 1 Newport Vinyl; Oxen Vinyl; Olefin	05	2071		See Floorplan
<b>SEAT OPTIONS</b>				
				1
Anti-Vandal Grab Handle, Black Ea on:	05	2311		See Floorplan
Black US Armrest - Each - on:	05	2077		See Floorplan
<b>aisle seats only</b>				
Flame Block Material on Underside of Seat (each)	05	2884		See Floorplan
<b>SEAT BELTS</b>				
				1
Seat Belt, Non-Retractable ****STANDARD ITEM - ENTER QUANTITY	05	2086		See Floorplan
Seat Belt Extension, 12" (P/N 56410) FOR USR SEAT BELTS	05	8771		4

SAMPLE

## Options

Qty	Description	FY 2022 List Price	QTY Total
1	Paint: Application of decals	\$ 3,500.00	\$ 3,500.00
1	Paint: Application of logos	\$ 3,500.00	\$ 3,500.00
1	Kubota switch for passenger entry door w/2 additional keys	\$ 175.00	\$ 175.00
1	Driver storage	\$ 175.00	\$ 175.00
		<b>Subtotal Options:</b>	<b>\$ 7,350.00</b>

## CBS Unpublished Options

Qty	Description	FY 2022 List Price	Qty Total
1	E-450 6.7L w/Gaseous Prep	\$ 2,200.00	\$ 2,200.00
1	Altro Meta Gray Genome	\$ 875.00	\$ 875.00
3	Yellow Step Nosing Per Step	\$ 30.00	\$ 90.00
1	Raised Flat Floor w/Additional Step Behind Driver	\$ 725.00	\$ 725.00
1	3/4" Marine Tech Plywood Floor	\$ 295.00	\$ 295.00
1	Gloss Blackout Window Paint	\$ 1,250.00	\$ 1,250.00
1	HD Driver's Side Running Board	\$ 375.00	\$ 375.00
1	Romeo Rim Rear Bumper w/Hawkeye RAS Installed	\$ 1,955.00	\$ 1,955.00
1	Spare Tire (Ship Loose)	\$ 625.00	\$ 625.00
1	Valve Stem Extensions	\$ 125.00	\$ 125.00
1	Stainless Steel Stepwell Assembly	\$ 2,200.00	\$ 2,200.00
1	Driver's Exterior Grab Rail	\$ 175.00	\$ 175.00
1	Silicon Heater Hose w/Full Ring Clamp	\$ 310.00	\$ 310.00
1	Galvanized In-Step Battery Tray	\$ 1,275.00	\$ 1,275.00
1	Locate Batteriesto In-Step Battery Tray	\$ 165.00	\$ 165.00
1	Rotary Disconnect Switch	\$ 170.00	\$ 170.00
1	Circuit Breakers in lieu of Fuses	\$ 425.00	\$ 425.00
1	Additional 12v Power Outlet at B-Pillar	\$ 50.00	\$ 50.00
1	Laminated Wiring Schematic	\$ 75.00	\$ 75.00
1	LED Light at Driver's Stepwell	\$ 55.00	\$ 55.00
1	Armoured Marker Lights	\$ 95.00	\$ 95.00
1	Daytime Running Lights	\$ 250.00	\$ 250.00
1	LED Center Mount Brake Light	\$ 125.00	\$ 125.00
1	LED Midship Turn & Marker Lights	\$ 205.00	\$ 205.00
4	Additional Interior LED Lights	\$ 55.00	\$ 220.00
1	Door Activated Interior Lights	\$ 55.00	\$ 55.00
1	Roof Hatch - Transpec 1070	\$ 495.00	\$ 495.00
1	Driver's Coat Hook	\$ 25.00	\$ 25.00
1	Driver's Overhead Storage	\$ 175.00	\$ 175.00
1	Wider Lift Doors	\$ 1,750.00	\$ 1,750.00
3	Q-Straint 8101-L Deluxe Retractor System	\$ 1,025.00	\$ 3,075.00
100	"L" Track per Foot	\$ 30.00	\$ 3,000.00
1	16 Unit First Aid Kit	\$ 75.00	\$ 75.00
1	Back-Up Camera and Monitor	\$ -	\$ -
1	Fresnal Lens Rear Window	\$ 65.00	\$ 65.00
3	Red Lights @ Emergency Exits	\$ 75.00	\$ 225.00
1	No Smoking, No Eating and No Music Decals	\$ 125.00	\$ 125.00
1	Yellow Standee Line	\$ 45.00	\$ 45.00
1	Watch Your Step Sign	\$ 30.00	\$ 30.00
1	Delete Forest River / Ford Badging	\$ 125.00	\$ 125.00
3	Emergency Exit Decals (Red)	\$ 35.00	\$ 105.00
1	All Decal in English and Spanish	\$ 325.00	\$ 325.00
1	Right Hand Entry Assist	\$ 95.00	\$ 95.00
2	Overhead Handrail	\$ 275.00	\$ 550.00
1	Powdercoat all Stanchions and Handrails (Yellow)	\$ 675.00	\$ 675.00
1	Plexiglass Sheild at Driver's Barrier	\$ 155.00	\$ 155.00
1	Recaro LXS Driver's Seat	\$ 3,100.00	\$ 3,100.00
1	Adnick Six-Way Adjustable Driver's Seat Base	\$ 725.00	\$ 725.00
1	Vinyl Skirt for Driver's Seat Base	\$ 75.00	\$ 75.00
2	Mid- Back Single Seat	\$ 250.00	\$ 500.00
1	Mid-Back Double Seat	\$ 700.00	\$ 700.00
2	Double Three Step Foldaway Seat	\$ 2,895.00	\$ 5,790.00
9	Level 3 Regions Predictions #8819 Deep Marine Blue	\$ 45.00	\$ 405.00
8	Anti-Vandal Grab Rails	\$ 25.00	\$ 200.00
5	US Arm Armrests	\$ 35.00	\$ 175.00
2	TDSS-L Track	\$ 125.00	\$ 250.00
8	USR Seatbelts	\$ 75.00	\$ 600.00
1	40 GGE CNG System E-450	\$ 35,000.00	\$ 35,000.00
1	Kidde Fire Supression w/Methane Detection	\$ 9,700.00	\$ 9,700.00
1	REI - 6 Camera 2TB Surveillance System	\$ 6,500.00	\$ 6,500.00
		<b>Subtotal CBS Unpublished Options:</b>	<b>\$ 89,200.00</b>

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

SAMPLE

**APPENDIX C**

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

SAMPLE

**APPENDIX D**

**APPLICABLE FEDERAL REQUIREMENTS**

SAMPLE

**APPENDIX D:  
FTA CERTIFICATIONS**

**LIST OF REQUIRED CERTIFICATIONS**

- X**        **Buy America**
  
- X**        **Bus Testing Certification**
  
- X**        **DBE Statement and Certification**
  
- X**        **Certification Regarding Federal Motor Vehicle Safety Standard (FMVSS)**
  
- X**        **Certification Regarding Lobbying**
  
- X**        **Certification Regarding Debarment, Suspension, Other Ineligibility &  
Voluntary Exclusion**
  
- X**        **Affidavit of Non-Collusion**



## 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)(2)(C), 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 \_\_\_\_\_

**BUS TESTING CERTIFICATION**

**CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS**

The undersigned Contractor/Manufacturer certifies that the vehicle complies or will comply with 49 U.S.C. § 5323(c) and FTA's implementing regulation at 49 C.F.R. Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 C.F.R. Part 31.

In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 C.F.R. Part 29.

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

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

SAMPLE

**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 Official)

\_\_\_\_\_  
(Typed Name of Firm)

\_\_\_\_\_  
(Typed Street Address)

\_\_\_\_\_  
(Signature of Contractor Official)

\_\_\_\_\_  
(Typed City, State & Zip Code)

\_\_\_\_\_  
(Telephone Number of Contractor)

\_\_\_\_\_  
(Date)

**CERTIFICATION REGARDING FEDERAL MOTOR VEHICLE SAFETY STANDARDS**

The Contractor certifies that it shall submit either: (1) manufacturer's FMVSS self-certification information that the Vehicle complies with relevant FMVSS standards or; (2) manufacturer's certified statement that the contracted Vehicles will not be subject to FMVSS regulations.

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

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

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

SAMPLE

## CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements 49 C.F.R. Part 20

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 or 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 DEBARMENT, SUSPENSION,  
OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

I, \_\_\_\_\_ certify to the best of my knowledge and belief, that the contractor/primary participant and principals:

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

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

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

Contractor Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

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

## AFFIDAVIT OF NON-COLLUSION

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

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

Firm Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

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

**APPENDIX D**  
**FTA REQUIRED CLAUSES**

**1 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

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

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



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

The following access to records requirements apply to the Agreement:

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

**4 - FEDERAL CHANGES**

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

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

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

## 6 - CIVIL RIGHTS LAWS AND REGULATIONS

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

### A. Nondiscrimination in Federal Public Transportation Programs:

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

### B. Nondiscrimination—Title VI of the Civil Rights Act

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

### C. Equal Employment Opportunity

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

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

D. Nondiscrimination on the Basis of Sex:

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

E. Nondiscrimination on the Basis of Age:

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

F. Nondiscrimination on the Basis of Disability:

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that

it will not discriminate against individuals on the basis of disability. Contractor further agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

- G. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections:  
To the extent applicable, Contractor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq., and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.
- H. Access to Services for Persons with Limited English Proficiency:  
Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

## **7 - INCORPORATION OF FTA TERMS**

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

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

- A. Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or the RTC.
- B. Distracted Driving. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or

rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

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

**9 - PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT [2 CFR § 200.216]**

Contractor is prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**10 - NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS [FTA Master Agreement (28), Section 39(b)]**

Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify RTC, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which RTC is located. Contractor must include an equivalent provision in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- A. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- B. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- C. Additional Notice to U.S. DOT Inspector General. Contractor must promptly notify RTC, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which RTC is located, if Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is subject to this Agreement or another agreement involving a principal, officer, employee, agent, or Third Party Participant of Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of Contractor, including divisions tasked with law enforcement or investigatory functions.

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

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

1. Debarred from participation in any federally assisted award;
  2. Suspended from participation in any federally assisted award;
  3. Proposed for debarment from participation in any federally assisted award;
  4. Declared ineligible to participate in any federally assisted award;
  5. Voluntarily excluded from participation in any federally assisted award; or
  6. Disqualified from participation in any federally assisted award.
- B. Contractor certifies that it and/or its principals, affiliates, and subcontractors are not currently debarred or suspended. Contractor shall promptly inform the RTC of any change in the suspension or debarment status of Contractor or its principals, affiliates, and subcontractors during the term of the Agreement. Further, Contractor shall include a provision requiring compliance with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200 in its lower-tier covered transactions.
- C. The certification in this clause is a material representation of fact relied upon by RTC. If it is later determined by the RTC that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the RTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the term of the Agreement.

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

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

**13 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION**

- A. Contractor shall comply with all Federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S.

Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

- B. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- C. Such records maintained under this section shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
- D. Contractor shall require the inclusion of the language of this section in subcontracts of all tiers.

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

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

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

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



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

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

substitute for the original DBE and immediately notify The RTC in writing of its efforts to replace the original DBE. These good-faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was terminated, to the extent needed to meet the contract goal established for this procurement.

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

**17 - 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.

**18 - PREVAILING WAGE AND ANTI-KICKBACK COMPLIANCE**

- A. Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. § 3141-3144 and 3146-3148, as supplemented by U.S. Department of Labor regulations at 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week.
- B. Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by U.S. Department of Labor regulations at 29 CFR Part 3, "Contractors and Subcontractor on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

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

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by

complying with and facilitating compliance with the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), and the regulatory provisions of 40 C.F.R. Part 247.

**20 - 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.

**21 - FEDERAL MOTOR CARRIER SAFETY**

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

**22 - TRANSIT ASSET MANAGEMENT**

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

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

Contractor agrees to comply with the Bus Testing requirements under 49 U.S.C. § 5318(e) and the Federal Transit Administration's implementing regulation at 49 CFR Part

665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the RTC.

#### **24 - FEDERAL MOTOR VEHICLE SAFETY STANDARDS**

Contractor shall submit a manufacturer's Federal Motor Vehicle Safety Standards (FMVSS) self-certification that the buses being purchased by the RTC comply with relevant FMVSS regulations or a manufacturer's certified statement that the Contractor's buses will not be subject to FMVSS regulations.

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

Contractor agrees to comply with 49 U.S.C. § 5323(m) and Federal Transit Administration's implementing regulation at 49 CFR Part 663. Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR Part 663 and related Federal Transit Administration guidance.

#### **26 - GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA**

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

**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**

SAMPLE



**MODEL1**  
COMMERCIAL VEHICLES



# WARRANTY BOOK

(888) 633-8380 | [MODEL1.COM](https://www.model1.com)

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# LETTER FROM THE PRESIDENT

Since our founding in 1980, our singular goal has been to satisfy our client's transportation needs by providing them quality vehicles and superior customer service. Your loyal support has helped us grow, and as a result, we have recently undergone two significant changes to our company. First, we relocated our corporate offices from Chino, California to Indianapolis, Indiana. This move allows us to be more strategically positioned to better assist and engage with our nationwide locations and to be geographically closer to several of our manufacturing partners. Second, Creative Bus Sales is now Model 1 Commercial Vehicles. This name change reflects our continued commitment to offer our customers more than simply selling buses.

Model 1 will continue to strive to provide the same seamless buying experience before, during, and after the sale of your vehicle that you've come to expect from Model 1. Our wide variety of vehicles cover both the transit and retail markets and range from custom-built buses to alternative fuel options. We also offer a growing portfolio of electric vehicles for numerous markets. You can browse our entire new and used inventory anytime on [Model1.com](https://Model1.com).

Keeping your new investment operating efficiently and safely is the highest priority of our service department. Many of our nationwide facilities provide full maintenance services such as fluid changes, emissions testing, and repairs. We also invite you to explore our new line of safety enhancements, such as our Disinfect & Protect line of products. Contact our service experts for additional information.

We recognize that our success lies in the relationships we create and the satisfaction of customers like you. Thank you again for your trust in us and for choosing Model 1 Commercial Vehicles for your transportation needs.

Sincerely,



**TONY MATIJEVICH, PRESIDENT**



# OWNER'S AREA



Scan QR Code to access  
Owner Resources.

Thank you for your vehicle purchase! We welcome our valued customers to join the Model 1 Owner Resources Area where you will gain access to valuable resources to ensure that you fully understand and enjoy every feature of your new vehicle. Resources include operation videos, maintenance and owner's manuals, and more. Visit [model1.com](http://model1.com) and navigate to **Menu ▶ Resources ▶ Owner Resources** or scan the QR code above.

## **DISINFECT & PROTECT**

Our products and services expanded to help our marketplace operate safely during and beyond COVID-19. Our new line of safety enhancements provide easy, safe and effective ways to protect against disease-causing viruses and bacteria. Be sure to also have a look at our large selection of driver barrier options designed to universally fit many different vehicles.

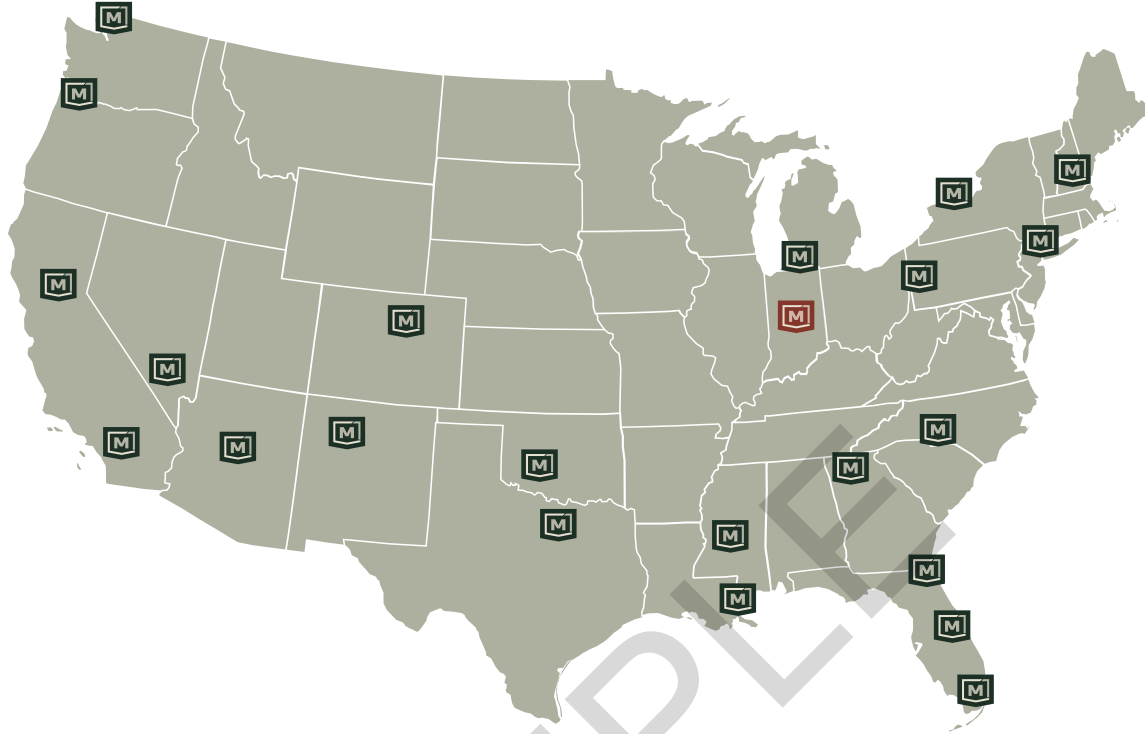
For more information and pricing details, contact Customer Care at **+1 (888) 633-8380**.

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9	Additional Services

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# OUR LOCATIONS



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## **NORTHWEST REGION**

### **Canby, OR**

7197 S. Tull Rd.  
Canby, OR 97013  
OFFICE (503) 226-3493  
SERVICE (971) 319-4869

### **Mukilteo, WA**

11601 Cyrus Way, #101  
Mukilteo, WA 98275  
OFFICE (425) 609-1500  
SERVICE (425) 609-1545

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## **WEST REGION**

### **Chino, CA**

14740 Ramona Ave.  
Chino, CA 91710  
OFFICE (909) 203-4810  
SERVICE (909) 993-5045

### **Sacramento, CA**

7471 Reese Rd.  
Sacramento, CA 95828  
OFFICE (916) 596-4210  
SERVICE (916) 244-6896

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## **NORTHEAST REGION**

### **Buffalo, NY**

1500 N. America Dr.  
West Seneca, NY 14224  
OFFICE (716) 256-2510

### **Canonsburg, PA**

2100 Washington Rd.  
Canonsburg, PA 15317  
OFFICE (724) 749-8180

### **Carlstadt, NJ**

51 Kero Rd.  
Carlstadt, NJ 07072  
OFFICE (201) 507-8500  
SERVICE (201) 507-5372

### **Hudson, NH**

13 Rebel Rd.  
Hudson, NH 03051  
OFFICE (603) 886-0880  
SERVICE (603) 377-8930

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# OUR LOCATIONS

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## MIDWEST REGION

### Elkhart, IN

57475 Co. Rd. 3  
Elkhart, IN 46517  
OFFICE (574) 343-1050  
SERVICE (574) 584-7803

### Indianapolis, IN

*(Headquarters)*  
9225 Priority Way W. Dr.  
Suite 300  
Indianapolis, IN 46240  
OFFICE (463) 234-9400

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## SOUTHEAST REGION

### Jacksonville, FL

8600 Atlantic Blvd.  
Jacksonville, FL 32211  
OFFICE (904) 241-6004  
SERVICE (904) 539-9497

### Orlando, FL

7380 W. Sand Lake Rd.  
Suite 554  
Orlando, FL 32824  
OFFICE (407) 816-0617

### Davie, FL

3314 S.W. 49th Way  
Suite 3  
Davie, FL 33314  
OFFICE (754) 529-4390  
SERVICE (754) 258-5006

### Charlotte, NC

2529 Oneida Rd.  
Charlotte, NC 28269  
OFFICE (704) 399-2700  
SERVICE (704) 399-6335

### College Park, GA

1926 Hyannis Ct. *(Sales)*  
4850 Massachusetts Blvd. *(Service)*  
College Park, GA 30337  
OFFICE (770) 422-8920  
SERVICE (770) 305-0070

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## SOUTHWEST REGION

### Albuquerque, NM

5760 Pino Ave. N.E.  
Albuquerque, NM 87109  
OFFICE (505) 508-5944  
SERVICE (505) 503-1917

### Phoenix, AZ

3615 S. 28th St.  
Phoenix, AZ 85040  
OFFICE (602) 437-2255  
SERVICE (602) 437-303

### Las Vegas, NV

3640 S. Highland Dr.  
Las Vegas, NV 89103  
OFFICE (909) 203-4810  
SERVICE (909) 217-2484

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## SOUTH REGION

### Colorado Springs, CO

4810 Olive St.  
Colorado Springs, CO 80907  
OFFICE (303) 351-7937

### Slidell, LA

56396 Frank Pichon Dr.  
Slidell, LA 70458  
OFFICE (985) 726-5142  
SERVICE (985) 259-6377

### Irving, TX

4955 W. Northgate Dr.  
Irving, TX 75062  
OFFICE (469) 333-8909  
SERVICE (469) 333-8914

### Pearl, MS

102 Pete Walker Lane Stes 1 & 2  
Pearl, MS 39062  
OFFICE (601) 502-0526  
SERVICE (601) 608-5455

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# OUR DEPARTMENTS

Model 1 offers a dedicated nationwide network of Sales, Parts, Service, Warranty, and Customer Care departments to help you in all stages of bus ownership. Our customers benefit from our strong manufacturer partnerships, the largest in-stock inventory, and a nationwide team of experts.

## >> **SALES DEPARTMENT**

The Sales department is likely the first contact you will have with the Model 1 team. They can assist in finding the right vehicle for your needs and budget. Once you have selected a vehicle, a sales representative will walk you through the purchasing process.

## >> **CUSTOMER CARE DEPARTMENT**

Our Customer Care department is here to respond to inquiries or concerns regarding your vehicle purchase. We help resolve any issue that may arise over the serviceable life of your vehicle. Customer Care is also the primary resource to assist you in reaching the correct department or contact that you desire to speak with. To reach our Customer Care department, call **+1 (888) 633-8380** or email **customercare@model1.com**.

## >> **SERVICE DEPARTMENT**

Our Service department will work diligently to ensure that your vehicles are maintained to the highest standard. We welcome our customers' vehicles for any maintenance or service-related concerns. With an appointment, our Service team will make sure to get your vehicle back on the road as quickly as possible. To reach our Service department, call **+1 (800) 326-2877** or email **service@model1.com**.

## >> **PARTS DEPARTMENT**

Model 1 stocks a large variety of parts to ensure we have what you need to keep your vehicles operational. The Parts department is staffed with experienced parts sales associates, shipping and receiving associates, inventory specialists, and delivery drivers where applicable. To reach our Parts department, call **+1 (888) 993-5040** or email **parts@model1.com**.

## >> **WARRANTY DEPARTMENT**

Our Warranty department will work for you to address any warranty concerns that you have with your vehicle. Model 1 Warranty department will act as a liaison between the customer and chassis manufacturer to expedite a satisfactory resolution for your concerns. Our Warranty department will ensure that all your warrantable issues are corrected to the manufacturer standards. To reach the Warranty department, call **+1 (800) 326-2877** or email **warranty@model1.com**.

# PARTS



At Model 1, we specialize in parts management and delivery. Our trained parts team is available 5 days-a-week to assist customers with their bus parts needs. With the addition of online parts ordering, you can be sure to get the bus part you need — even if the warehouse is closed.

Stocked within our warehouses are over \$10 million in bus parts from manufacturers and suppliers such as ENC, Forest River, Navistar, Arboc, Braun, Valeo, Freedman, Rosco, and much more. We specialize in providing bus and mobility parts to customers across the country. Parts are available for public, fleet, and mechanic purchase. Model 1 also offers next day shipping to many areas within the US.

- ADA Equipment
- Air System and Brakes
- Body Exterior
- Body Interior
- Climate Control System
- Cooling System
- Decals
- Door System
- Drive Shaft
- Electrical System
- Engine
- Front Axle
- Fuel, Air Intake, & Exhaust
- Glass & Windshields



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# SERVICE & CARE



With numerous service locations across the nation, Model 1 is equipped to accommodate all your bus servicing needs rapidly and efficiently. Our bus service bays are equipped with the newest state-of-the-art equipment to service your light, medium, and heavy-duty vehicles. Combined with our extensively trained and certified service technicians, you can count on Model 1 to provide the highest level of service and reliability.

## **Preventive Maintenance / Warranty / Advanced Repairs**

- Preventive Maintenance
- State and Federal Inspections
- Warranty Services
- A/C Service & Repairs
- Alignment
- Engine Overhaul

## **Disinfect & Protect**

- Decontamination (AeroClave, CleanSpray)
- Driver Protection (Driver Barriers)
- Passenger Protection (Freedman Seating)
- Air Purification (ProAir, PlasmaAir)

## **Remote & Onsite Service / Warranty Repairs**

## **OEM Factory Trained Technicians / ASE Certified**

- Ford / GM / IC / ARBOC / Starcraft / ENC
- Braun & Ricon Lift
- TransAir / Valeo / ACT
- Monthly / Annual Plans Available
- Parts Delivery & Mobile Service

## **Maintenance Plans**

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## **SERVICE FAQs**

### ***WHO DO I CALL IF ONE OF MY BUSES NEEDS MAINTENANCE, REPAIR, AN OPTION INSTALLED, OR SOME OTHER SERVICE?***

Please contact Customer Care at **+1 (888) 633-8380** or **customer@model1.com**.

### ***WHAT KINDS OF SERVICE WORK CAN I EXPECT MODEL 1 SERVICE FACILITY TO PERFORM?***

We are fully prepared to meet all your vehicle service needs. We are experts in installing special options like wheelchair lifts, wheelchair securement, air conditioners, and roof vents. We can also provide service related to chassis and body repair. Our service facility can meet your extremely important routine maintenance functions, ensuring all warranty prerequisites are met. If you need major repairs, like engine work, transmission, or brake repairs, we will make sure your vehicle is operational as soon as possible.

*If there are still questions, please do not hesitate to reach out to our Warranty Department for a prompt response.*

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# WARRANTY & REPAIR



## ***CONTACT US BEFORE BEGINNING ANY WARRANTY WORK***

Please contact **warranty@model1.com** before any warranty work begins.

The following information will be needed in order to determine warranty coverage:  
*Year, Make, Model, VIN, Mileage*

**NOTE:** Failure to follow this procedure may result in the denial of future vehicle warranty claims.

**DON'T FORGET:** It is extremely important to file your warranty claim within 30 days of the repair, or your claim could be subject to disapproval.

## ***WARRANTY FAQs***

### ***WHERE DO I GET MY VEHICLE SERVICED FOR WARRANTY REPAIRS?***

If you are near a Model 1 location (see Locations on Page 5), we invite you to visit us for all warranty repairs. If not, our Warranty team will assist you in locating an authorized warranty repair facility in your area. After determining where the repairs will be completed, a repair estimate must be provided to our Warranty team. No repairs are authorized to be completed for warranty purposes until the Model 1 Warranty team has approved the estimate provided.

### ***I HAVE OTHER QUESTIONS ABOUT WARRANTY REPAIRS?***

Scan the QR Code above to see a larger list of FAQs regarding the warranty process. If you have a question not addressed in the FAQ, please do not hesitate to reach out to **warranty@model1.com** for a prompt response.



Scan QR Code or visit  
[info.model1.com/warranty-faq](http://info.model1.com/warranty-faq)  
to see more warranty FAQs.

### ***DEALER WARRANTY STATEMENT***

Warranty restitution can only be applied to completed repairs if proper procedures are followed and it is determined that the issue is covered under the chassis, body or component warranty.

### ***VEHICLE / CHASSIS WARRANTY ITEMS***

Contact us at [Warranty@model1.com](mailto:Warranty@model1.com) for all your Model 1 Warranty needs. Contact your local chassis dealer and/or contact Model 1 for assistance in locating your local chassis dealer.

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# ALTERNATIVE FUEL PROGRAM

Please contact Customer Care at +1 (888) 633-8380 or [customercare@model1.com](mailto:customercare@model1.com) if you're interested in any of the additional services listed below.

## ***OUR COMMITMENT TO EXPANDING ELECTRIC VEHICLE OFFERINGS***

Model 1 is committed to helping our customers transition to greener fleet options. To help further that goal we continue to add to our EV offerings. Be sure to browse our inventory to see the newest and most efficient electric vehicle platforms available.

## ***ALTERNATIVE FUEL OPTIONS***

Model 1 is the largest Ford Recognized Qualified Vehicle Modifier (QVM) Alternative Fuel Program Installer in North America, with multiple dedicated facilities that focus on the installation and up-fitting of Compressed Natural Gas (CNG) and Propane fuel conversion systems for fleet customers.

## ***WHY CHOOSE MODEL 1 FOR YOUR CONVERSION?***

- Over 10,000 Vehicles Converted to Alternative Fuels
- Ford QVM's Largest Alternative Fuel Participant
- Propane, Natural Gas, and Electric
- Tier One Supplier to Multiple OEM's
- CNG Fuel System Inspections
- Certified Alternative Fuel Technicians
- Natural Gas / Propane / Bi-Fuel / Electric

***FOLLOW US ON SOCIAL:***





*Setting  
the example  
the industry  
follows*





**MODEL 1**  
COMMERCIAL VEHICLES



*TELL US HOW WE'RE DOING*



*SCAN THIS CODE & TAKE OUR SURVEY*

**APPENDIX G**

**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: \_\_\_\_\_



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/17/2024

**Agenda Item:** 4.5.2

To: Regional Transportation Commission

From: James Gee, Director of Public Transportation and Operations

**SUBJECT: Maintenance Agreement with RFI Enterprises, Inc., for the Security Cameras and Access Controls for RTC facilities**

**RECOMMENDED ACTION**

Approve a contract with RFI Enterprises, Inc., for the Security Cameras and Access Controls Maintenance Agreement for RTC facilities, for a total not-to-exceed amount of \$586,673.

**BACKGROUND AND DISCUSSION**

This is a sole source procurement for a service agreement plan covering the Access Control, CCTV, and Intrusion Detection Systems equipment located at Terminal Way, Villanova, Sutro, Centennial Plaza and 4th Street Station. This service agreement also covers the CCTV system equipment located along the Virginia Street and 4th Street Corridor Rapid Stations. RFI services RTC's security system for our transit operations. RFI is the only local, authorized dealer of access control, intrusion monitoring and reporting systems, equipment, and software used by RTC.

**FISCAL IMPACT**

Local Sales Tax appropriations are included in the FY2025 budget for this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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## AGREEMENT FOR GOODS AND SERVICES

### Security Cameras and Access controls maintenance agreement

This agreement (“Agreement”) is dated and effective as of July 01, 2024, by and between the Regional Transportation Commission of Washoe County, Nevada (“RTC”) and RFI Enterprises, Inc. (“Contractor”).

1. **Term.** The term of this agreement shall commence on the effective date above and shall end on June 30, 2030.
2. **Scope of Work.** Contractor shall provide the goods and services described in the scope of work attached as Exhibit A
3. **Time for Performance.** The work shall be completed by June 30, 2030.
4. **Compensation.** RTC shall pay Contractor for the goods and services pursuant to, and in an amount not to exceed \$586,673.00, the pricing and fee schedule attached as Exhibit B.
5. **Proceeding with Work.** Contractor shall not proceed with work until both parties have executed this Agreement and RTC has issued a purchase order. If Contractor proceeds with work before those conditions have been satisfied, Contractor shall forfeit any and all right to reimbursement and payment for work performed during that period. In the event Contractor violates this section, Contractor waives any and all claims and damages against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement.
6. **Invoices/Payment.** Contractor shall submit invoices to [accountspayable@rtcwashoe.com](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.
7. **Legal/Regulatory Compliance.**
  - a. Contractor shall comply with all applicable federal, state and local government laws, regulations and ordinances. Contractor shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, Contractor shall furnish RTC certificates of compliance with all such laws, orders and regulations.
  - b. Contractor represents and warrants that none of the services to be rendered pursuant to this Agreement constitute the performance of public work, as that term is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent Contractor does engage in such public work, Contractor shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.
8. **Insurance.** Contractor shall obtain all types and amounts of insurance set forth in Exhibit C, and shall comply with all of its terms. Contractor shall not commence any work or permit any

employee/agent to commence any work until satisfactory proof has been submitted to RTC that all insurance requirements have been met.

**9. Indemnification.** Contractor's obligations are set forth in Exhibit C. Said obligation would also extend to any liability of RTC resulting from any action to clear any lien and/or to recover for damage to RTC property.

**10. Termination.**

- a. Mutual Assent. This Agreement may be terminated by mutual written agreement of the parties.
- b. Convenience. RTC may terminate this Agreement in whole or in part for convenience upon written notice to Contractor.
- c. Default. Either party may terminate this Agreement for default by providing written notice of termination, provided that the non-defaulting party must first provide written notice of default and give the defaulting party and opportunity to cure the default within a reasonable period of time.

**11. Rights, Remedies and Disputes**

- a. RTC shall have the following rights in the event that RTC deems the Contractor guilty of a breach of any term under the Agreement:
  - i. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
  - ii. The right to cancel this Agreement as to any or all of the work yet to be performed;
  - iii. The right to specific performance, an injunction or any other appropriate equitable remedy; and
  - iv. The right to money damages.
- b. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Agreement, which may be committed by RTC, the Contractor expressly agrees that no default, act or omission of RTC shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Agreement (unless RTC directs Contractor to do so) or to suspend or abandon performance.
- c. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTC's Executive Director. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to RTC's Executive Director. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of RTC's Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.
- d. Unless otherwise directed by RTC, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

**12. Ownership of Work.** Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of

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

**13. Records.** Contractor will permit RTC access to any books, documents, papers and records of Contractor pertaining to this Agreement, and shall maintain such records for a period of not less than three years.

**14. Exhibits.** The exhibits to this Agreement, and any additional terms and conditions specified therein, are a material part hereof and are incorporated by reference as though fully set forth herein.

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

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

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

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

**19. Venue.** Any lawsuit brought to enforce this Agreement shall be brought in the Second Judicial District Court of the State of Nevada, County of Washoe appropriate court in the State of Nevada.

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

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

REGIONAL TRANSPORTATION  
COMMISSION OF WASHOE COUNTY

BY: \_\_\_\_\_  
Bill Thomas, AICP, Executive Director

RFI ENTERPRISES, INC.

BY: \_\_\_\_\_  
Dee Ann Harn, General Manager

SAMPLE



**EXHIBIT A**

SAMPLE

## SCOPE OF WORK

### Service Agreement

This service agreement plan provides full repair or replacement for those components listed in the “Covered Equipment” section listed below, labor twenty-four (24) hours, seven (7) days a week for the term of agreement.

This service agreement plan covers Access Control, CCTV and Intrusion Detection Systems equipment located at Terminal way, Villanova, Sutro, Centennial Plaza and 4<sup>th</sup> street plaza. This service agreement also covers CCTV system equipment located along the Virginia Street and 4<sup>th</sup> Street Corridor Rapid Stations.

**Annual System Check / Preventive Service** – An annual system check is included, if applicable, as defined in the “Annual System Check” section.

**Priority Response** - Calls received in the AM will be responded to the same business day in the PM; calls received in the PM will be responded to the next business day in the AM.

**Priority Status** - Ensures priority with respect to scheduling of technicians for service calls.

**Emergency Service** - A four (4) hour response (24 hours, 7 days a week for all emergency service calls).

**Emergency Phone Support** - Customer service / technical support provided 24 hours, seven (7) days a week.

**Annual Manufacturer’s Software Support Agreement (SSA & SUSP)** – Manufacturer’s SSA for AMAG and Avigilon included with the service agreement. Software upgrade labor for any covered systems NOT included with the service agreement.

**\*Services not covered under this plan will be offered on a Time and Material basis at RFI’s then published current Service Rates.**

### Annual System Check

#### Access Control and Video Systems

##### Host/ Server

- Annual AMAG SSA License Agreement included with the Service Agreement
- Verify and document version of software packages used
- Examine system logs and audit files for potential problems
- Check all panel connections
- Load test back up battery and replace when necessary or desire
- Check hardware resources
- Check hard drive space
- Check hard drive health
- Check memory allocation
- Check backup procedures and ensure they are running as scheduled
- Check network utilization
- Check that Anti-Virus and Anti-Malware status are enabled

- Check Firewall status
- Check and ensure Date and Time are accurate
- Check that panels are in communication with the server

Field Devices

- Test all ACS doors for valid access
- Test locking hardware for proper operation and report any failure

**Additional Video Management Systems Checks (if applicable)**

- Avigilon ACC Enterprise Annual Smart Plan Included
- Verify cameras are online and recording
- Check views for accuracy and focus
- Verify cameras are time synced with the server
- Clean camera enclosure (Lift Rental Fee NOT included)
- Check & adjust camera mount as needed

**Covered Equipment: Access Control System**

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130 Access Control Doors

**Covered Equipment: CCTV System**

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230 Fixed Cameras

**Covered Equipment: IDS System**

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1 Intrusion System

**Covered Equipment: RAPID Stations**

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1 RAPID Stations (Entire Virginia Street & 4th Street Corridors)

**EXHIBIT B**

SAMPLE

## PROJECT SUMMARY

Service Plan: 1st Year (7/1/2024 - 6/30/2025)	\$110,807.00
Service Plan: 2nd Year (7/1/2025 - 6/30/2026)	\$113,975.00
Service Plan: 3rd Year (7/1/2026 - 6/30/2027)	\$117,292.00
Service Plan: 4th Year (7/1/2027 - 6/30/2028)	\$120,541.00
Service Plan: 5th Year (7/1/2029 - 6/30/2030)	\$124,058.00

**5 Year Service Total:**

**\$586,673.00**

## CLARIFICATIONS/EXCLUSIONS

1. Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment with all facilities including, but not limited to, the failure to provide, or the failure of adequate electrical power, UPS power supplies, air conditioning or humidity control, or such special requirements noted by RFI.
2. Software upgrade labor for any covered systems are NOT included with the service agreement.
3. Software Operating System upgrades on any Windows devices are not included.
4. Repair of damage or increase in service time caused by use of the equipment for other than an ordinary use, for which the equipment was engineered and designed.
5. Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized materials or equipment, or repairs by any unauthorized individuals.
6. Repair of damage or increase in service time caused by accident, disaster, which shall include, but not limited to, fire, flood, earthquake, water, wind, lightning, and other acts of God; transportation; vandalism; neglect or misuse.
7. Electrical work, UPS or other power supplies, external to the equipment or accessories furnished by RFI.
8. Elimination of interference or background noise in the reception of picture, sound, or data, if such interference is present.
9. Re-programming or reloading of the system and/or the client database for computer-based systems.
10. Product upgrades as a result of changing technology are expressly excluded from this agreement.
11. Repair or Replacement of locking hardware. Such work will be performed on a "time and material" basis at RFI's then published current Service Rates.
12. Repair or Replacement of vehicle gate motor/operator are excluded from the service agreement.
13. Lift Rentals required for servicing any equipment that cannot be accessed safely with a ladder will be billed on a time and material basis.
14. Consumable items such as badges, overlays, lanyards, ribbons, cleaning kits etc.
15. Cellular link service and fee is NOT included in the service agreement

## **EXHIBIT C**

### **INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR MAINTENANCE, OPERATIONS & SERVICE AGREEMENTS**

#### **1. INTRODUCTION**

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

#### **2. INDEMNIFICATION**

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

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

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

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

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

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

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

### **3. GENERAL REQUIREMENTS**

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

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

CONTRACTOR shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received by RTC before work commences. Upon request, RTC reserves the right to review complete, certified copies of all required insurance policies, including all Subs' policies. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

### **5. NOTICE OF CANCELLATION**

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

### **6. SUBCONTRACTORS & SUBCONSULTANTS**

CONTRACTOR shall include all subcontractors and subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR it shall require its Subs to maintain separate liability coverages and limits of the same types specified herein. If any Subs maintain separate

liability coverages and limits, each shall include the RTC, Washoe County, City of Reno and City of Sparks as additional insureds under its commercial general liability policy subject to the same requirements stated herein without requiring a written contract or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least be \$1,000,000 per occurrence \$1,000,000 for any applicable coverage aggregates for or the amount customarily carried by the Sub, whichever is GREATER. If any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Sub. CONTRACTOR shall require its Subs provide appropriate certificates and endorsements from their own insurance carriers naming CONTRACTOR and the Indemnitees (see paragraph 2 above) as additional insureds.

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

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

## **8. ACCEPTABILITY OF INSURERS**

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

## **9. MISCELLANEOUS CONDITIONS**

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



such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

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

## **10. COMMERCIAL GENERAL LIABILITY**

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

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

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

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

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

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

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

**Continuing Completed Operations Liability Insurance.** CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, both applicable to liability arising out of CONTRACTOR's completed operations, with a limit of not less than \$1,000,000 each occurrence for at least 5 years following substantial completion of the work.

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

## **11. COMMERCIAL AUTOMOBILE LIABILITY**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **13. NETWORK SECURITY AND PRIVACY LIABILITY**

If CONSULTANT will have access to RTC computer or network systems for any reason and/or data including personal information (as defined in NRS 603A.040) or confidential information, CONSULTANT shall maintain network security and privacy liability insurance insuring against loss resulting from (1) privacy breaches [liability arising from the loss or disclosure of confidential information] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5)

unauthorized access to or use of computer systems and (6) system failure. Coverage shall be provided with a limit of not less than \$1,000,000 per claim and annual aggregate.

SAMPLE



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/17/2024

**Agenda Item: 5.1.**

To: Regional Transportation Commission

From: Graham Dollarhide, Planning Manager

**SUBJECT: FFY 2023-2027 RTIP Amendment No. 3**

**RECOMMENDED ACTION**

Conduct a public hearing regarding approval of Amendment No. 3 to the FFY 2023-2027 Regional Transportation Improvement Program (RTIP); adopt a resolution approving Amendment No. 3 to the FFY 2023-2027 Regional Transportation Improvement Program (RTIP).

**BACKGROUND AND DISCUSSION**

Amendment No. 3 is required to add and change projects. The amendment includes the addition of two projects, led by the Nevada Department of Transportation (NDOT), that will investigate the feasibility of extending transportation routes to the east of the Reno-Sparks region. The amended projects, also led by NDOT, involve various phases of work for three projects in the region. A full list of these projects is provided below, with additional details included with the attached project listing.

An air quality analysis for the proposed amendment was not required as the added and amended projects are either exempt from transportation conformity requirements or have already complied with this requirement and the associated amendment does not involve a change to the project scope.

A complete list of the projects included within this amendment, as well as a brief description of the changes to each project, are as follows:

- Tahoe Pyramid Trail East Feasibility Study: New project to determine appropriate alignment of final segments of the Tahoe Pyramid Trail
  - South Meadows Connector – Alignment Study and PEL: New project to perform environmental work and investigate potential alignments for an extension of South Meadows Parkway to the east
  - I-580 Bowers to Mount Rose Highway - Preservation: Amendment to project that increases total project funding, changes mix of funding (addition of federal funds), and moves construction back one year
  - SR 659, N. McCarran Intersection Improvements: Amendment to project that decreases project cost and changes project limits
-

- I-80 East, WA – Final Design: Amendment to project that moves project back and adds funding for the design phase

A public comment period preceded this public hearing (April 24, 2024 – May 14, 2024). The draft documents were posted on the agency website and a notice was published in the Reno Gazette-Journal, Sparks Tribune, and El Sol de Nevada per the RTC Public Participation Plan. No comments have been received as of the drafting of this staff report.

### **FISCAL IMPACT**

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

### **PREVIOUS BOARD ACTION**

01/19/2024 Approved Amendment No. 2 to the FFY 2023-2027 RTIP.  
11/17/2023 Approved Amendment No. 1 to the FFY 2023-2027 RTIP.  
08/18/2023 Approved the FFY 2023-2027 RTIP.

## **RESOLUTION 24-05**

### **RESOLUTION AUTHORIZING THE ADOPTION OF AMENDMENT NO. 3 TO THE FEDERAL FISCAL YEARS (FFY) 2023-2027 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP) FOR THE RENO-SPARKS URBANIZED AREA.**

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

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

**WHEREAS**, the RTC, through the conduct of a continuing, comprehensive and coordinated transportation planning process carried out in conjunction with the RTC member entities and the Nevada Department of Transportation and in conformance with all applicable federal requirements, prepared the FFY 2023-2027 RTIP which includes all federal and non-federal regionally significant transportation projects; and

**WHEREAS**, the RTC finds Amendment No. 3 to the FFY 2023-2027 RTIP in conformance with the 2050 Regional Transportation Plan (RTP); and

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

**WHEREAS**, the RTC finds that current fiscal resources are adequate to develop, operate and maintain the transportation system, and finds that the FFY 2023-2027 RTIP is limited to projects for which funds are available or committed; and

**WHEREAS**, the FFY 2023-2027 RTIP has been prepared through a process of community and agency coordination and participation in accordance with the RTC's adopted Public Participation Plan and all applicable federal requirements;

**NOW, THEREFORE, BE IT RESOLVED** that the Regional Transportation Commission does hereby adopt and endorse Amendment No. 3 to the FFY 2023-2027 Regional Transportation Improvement Program.

## **CERTIFICATE**

The undersigned, duly qualified Chairperson of the Regional Transportation Commission, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on May 17, 2024.

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Ed Lawson, Chair  
Regional Transportation Commission

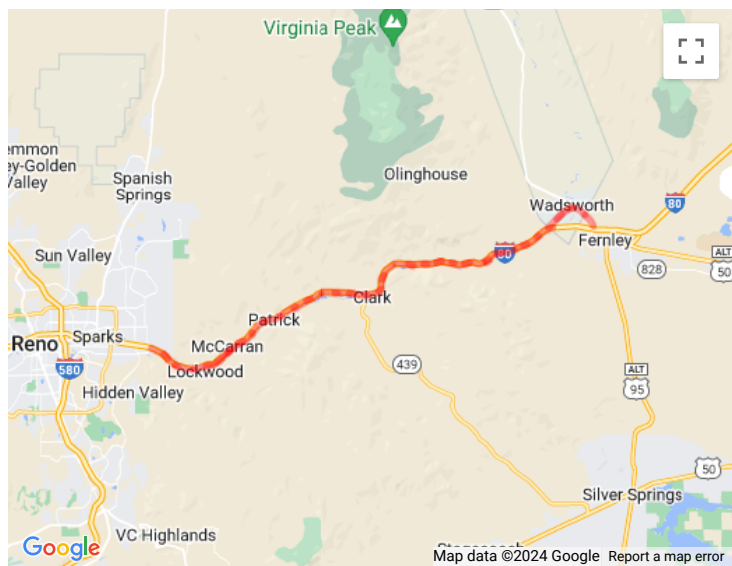


ALL Transportation Improvement Program, 23-04-RTC Washoe Amendment 2023-2027

5 Projects Listed

<i>State TIP ID</i> XS20240015	<i>MPO/TIP</i> RTC Washoe 23-04	<i>Local ID</i>	<i>Total Cost</i> \$351,000
<i>Lead Agency</i> Nevada DOT	<i>Contact</i> REBECCA KAPULER 775-888-7120	<i>NDOT</i> District 2	<i>County</i> LYON, WASHOE
<i>Project Type</i> Studies	<i>Air Quality</i> Exempt	<i>TCM</i> No	<i>Construction</i> N/A
<i>Project Name</i> Tahoe Pyramid Trail East Feasibility Study (TAP)			
<i>Project Limits</i> At From VISTA BLVD To FERNLEY of Distance (mile) 26 Begin: 20 End: 46			
<i>Scope</i> A feasibility study will be completed to identify an alternative transportation and infrastructure route to complete the last segments of the Tahoe Pyramid Trail, connecting Sparks to TRIC, Wadsworth and Fernley.			

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
OTHER	Local Fund	-	-	\$19,000	-	-	-	-	\$19,000
OTHER	TAP FLEX STBG	-	-	\$332,000	-	-	-	-	\$332,000
<i>Total Other</i>		-	-	\$351,000	-	-	-	-	\$351,000
<b><i>Total Programmed</i></b>		-	-	<b>\$351,000</b>	-	-	-	-	<b>\$351,000</b>



**Version History**

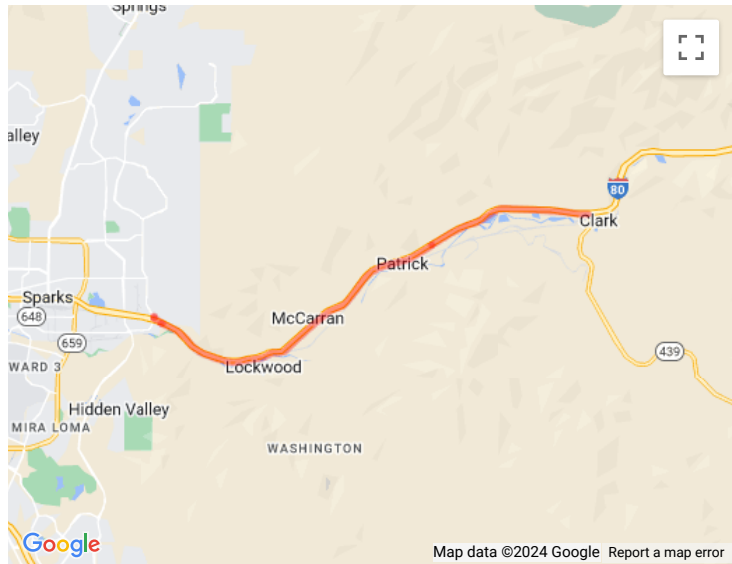
<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
23-04 Amendment 2023-2027	Pending	Pending	Pending	N/A

**Current Change Reason**

SCHEDULE / FUNDING / SCOPE - New Project

<i>State TIP ID</i> WA20190047	<i>MPO/TIP</i> RTC Washoe 23-04	<i>Local ID</i>	<i>Total Cost</i> \$8,000,000
<i>Lead Agency</i> Nevada DOT	<i>Contact</i> CHRISTOPHER KUHN 775-888-7720	<i>NDOT</i> District 2	<i>County</i> WASHOE
<i>Project Type</i> Capacity	<i>Air Quality</i> Non-Exempt	<i>TCM</i> Yes	<i>Construction</i> N/A
<i>Project Name</i> I80 East, WA - Final Design			
<i>Project Limits</i> At From Vista Blvd To USA Parkway of Distance (mile) 13.08 Begin: 19.67 End: 32.75			
<i>Scope</i> PRELIMINARY ENGINEERING - WIDEN TO THREE LANES EACH DIRECTION			

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	State Gas Tax	-	-	-	-	\$8,000,000	-	-	\$8,000,000
<i>Total Preliminary Engineering</i>		-	-	-	-	\$8,000,000	-	-	\$8,000,000
<i>Total Programmed</i>		-	-	-	-	<b>\$8,000,000</b>	-	-	<b>\$8,000,000</b>



**Version History**

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
20-23 Amendment 2020-2024	03/31/2020	03/31/2020	04/06/2020	N/A
21-00 Adoption 2021-2025	08/28/2020	08/31/2020	09/21/2020	09/24/2020
23-04 Amendment 2023-2027	Pending	Pending	Pending	N/A

**Current Change Reason**

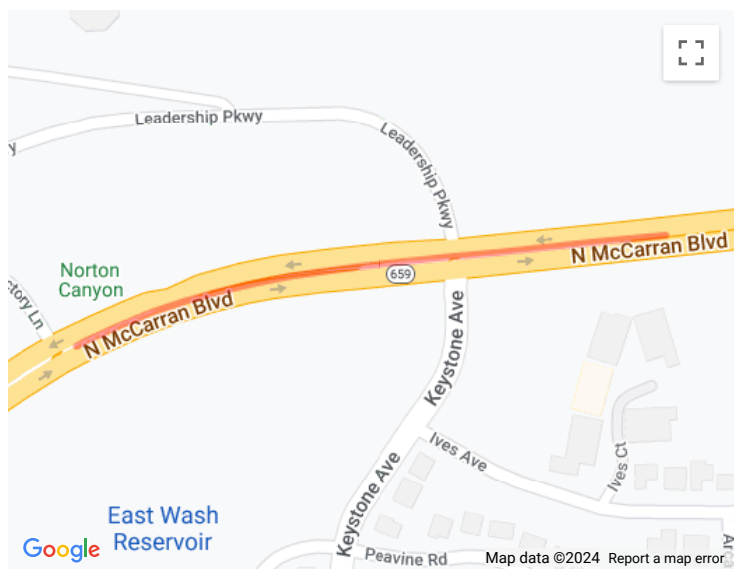
SCHEDULE / FUNDING / SCOPE - Other, Updated Fund amounts

*Funding Change(s):*

Total project cost decreased from to \$8,000,000

<i>State TIP ID</i> WA20220001	<i>MPO/TIP</i> RTC Washoe 23-04	<i>Local ID</i>	<i>Total Cost</i> \$3,362,000
<i>Lead Agency</i> Nevada DOT	<i>Contact</i> Brian Deal 775-888-7654	<i>NDOT</i> District 2	<i>County</i> WASHOE
<i>Project Type</i> Interchange/Intersection	<i>Air Quality</i> Exempt	<i>TCM</i> No	<i>Construction</i> 2024 start
<i>Project Name</i> SR 659, N. McCarran Intersection Improvements			
<i>Project Limits</i> At From WA MP 9.321 To WA MP 9.615 of Distance (mile) 0.3 Begin: 9.32 End: 9.62			
<i>Scope</i> INTERSECTION AND SAFETY IMPROVEMENTS			

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	State Gas Tax	-	\$207,000	-	-	-	-	-	\$207,000
	<i>Total Preliminary Engineering</i>	-	\$207,000	-	-	-	-	-	\$207,000
ROW	State Gas Tax	-	-	\$5,000	-	-	-	-	\$5,000
	<i>Total Right of Way</i>	-	-	\$5,000	-	-	-	-	\$5,000
CON	Local Fuel Tax - RTCWA	-	-	\$700,000	-	-	-	-	\$700,000
CON	State Gas Tax	-	-	\$2,450,000	-	-	-	-	\$2,450,000
	<i>Total Construction</i>	-	-	\$3,150,000	-	-	-	-	\$3,150,000
	<b><i>Total Programmed</i></b>	-	<b>\$207,000</b>	<b>\$3,155,000</b>	-	-	-	-	<b>\$3,362,000</b>



**Version History**

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
21-07 Amendment 2021-2025	05/20/2022	05/27/2022	05/31/2022	05/27/2022
21-92 Amendment 2021-2025	01/20/2023	02/28/2023	N/A	N/A
23-00 Adoption 2023-2027	08/18/2023	08/22/2023	08/30/2023	08/29/2023
23-04 Amendment 2023-2027	<i>Pending</i>	<i>Pending</i>	<i>Pending</i>	N/A

**Current Change Reason**

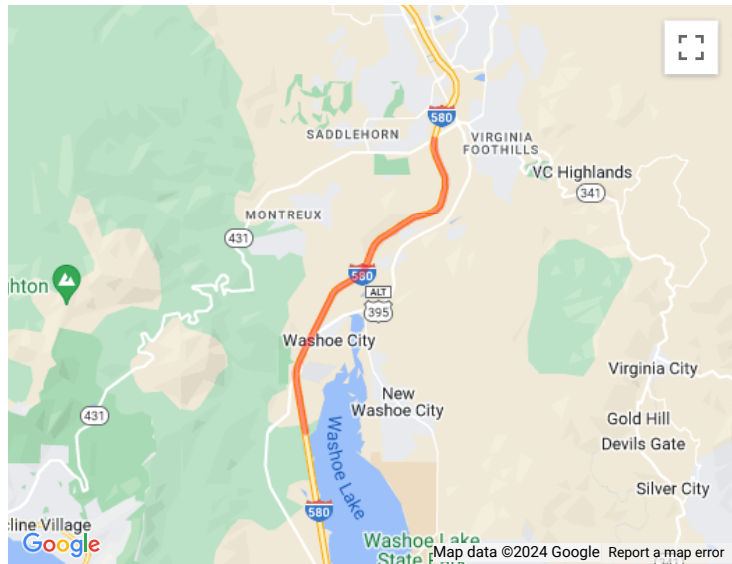
SCHEDULE / FUNDING / SCOPE - Significant change in the design or scope of any project identified in the STIP/RTIP.

**Funding Change(s):**

Total project cost decreased from \$3,446,000 to \$3,362,000

<i>State TIP ID</i> WA20220019	<i>MPO/TIP</i> RTC Washoe 23-04	<i>Local ID</i>	<i>Total Cost</i> \$24,500,000
<i>Lead Agency</i> Nevada DOT	<i>Contact</i> SHAWN PATERSON 775-888-7655	<i>NDOT</i> District 2	<i>County</i> WASHOE
<i>Project Type</i> Preservation	<i>Air Quality</i> Exempt	<i>TCM</i> No	<i>Construction</i> 2025 start
<i>Project Name</i> I 580 Bowers to Mount Rose Highway- Preservation			
<i>Project Limits</i> At From WA MP 5.4 To WA MP 14.95 of Distance (mile) 9.59 Begin: 5.36 End: 14.95			
<i>Scope</i> Mill and fill w/ OG, profile grind concrete sections			

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	State Gas Tax	-	\$300,000	-	-	-	-	-	\$300,000
	<i>Total Preliminary Engineering</i>	-	\$300,000	-	-	-	-	-	\$300,000
CON	NHPP	-	-	-	\$17,242,500	-	-	-	\$17,242,500
CON	STBG State-Wide	-	-	-	\$5,747,500	-	-	-	\$5,747,500
CON	State Match - Nv	-	-	-	\$1,210,000	-	-	-	\$1,210,000
	<i>Total Construction</i>	-	-	-	\$24,200,000	-	-	-	\$24,200,000
	<b><i>Total Programmed</i></b>	-	<b>\$300,000</b>	-	<b>\$24,200,000</b>	-	-	-	<b>\$24,500,000</b>



**Version History**

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
21-91 Amendment 2021-2025	09/16/2022	11/10/2022	11/30/2022	11/10/2022
21-97 Amendment 2021-2025	05/04/2023	05/11/2023	N/A	N/A
23-00 Adoption 2023-2027	08/18/2023	08/22/2023	08/30/2023	08/29/2023
23-04 Amendment 2023-2027	<i>Pending</i>	<i>Pending</i>	<i>Pending</i>	N/A

**Current Change Reason**

SCHEDULE / FUNDING / SCOPE - Other, Federalized Funds

*Funding Change(s):*

Total project cost increased from \$21,903,000 to \$24,500,000

<i>State TIP ID</i> WA20240001	<i>MPO/TIP</i> RTC Washoe 23-04	<i>Local ID</i>	<i>Total Cost</i> \$2,700,000
<i>Lead Agency</i> Nevada DOT	<i>Contact</i> CHRISTOPHER KUHN 775-888-7720	<i>NDOT</i> District 2	<i>County</i> WASHOE
<i>Project Type</i> Studies	<i>Air Quality</i> Exempt	<i>TCM</i> No	<i>Construction</i> N/A
<i>Project Name</i> South Meadows Connector - Alignment Study and PEL			
<i>Project Limits</i>	At At		
<i>Scope</i>	Alignment study and Project Environmental Linkage (PEL)		

Phase	Fund Source	Prior	FY2023	FY2024	FY2025	FY2026	FY2027	Future	Total
PE	State Gas Tax	-	-	-	\$2,700,000	-	-	-	\$2,700,000
	<i>Total Preliminary Engineering</i>	-	-	-	\$2,700,000	-	-	-	\$2,700,000
	<i>Total Programmed</i>	-	-	-	<b>\$2,700,000</b>	-	-	-	<b>\$2,700,000</b>

\*Map Has Not Been Mark

**Version History**

<i>TIP Document</i>	<i>MPO Approval</i>	<i>State Approval</i>	<i>FHWA Approval</i>	<i>FTA Approval</i>
23-04 Amendment 2023-2027	Pending	Pending	Pending	N/A

**Current Change Reason**

SCHEDULE / FUNDING / SCOPE - New Project

\*Not Location Specific



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/17/2024

**Agenda Item: 6.1.**

To: Regional Transportation Commission

From: Bill Thomas, Executive Director

**SUBJECT: 2023 RTC Annual Report**

**RECOMMENDED ACTION**

Acknowledge receipt of the 2023 Annual Report.

**BACKGROUND AND DISCUSSION**

The 2023 Annual Report for the Regional Transportation Commission of Washoe County (RTC) provides an opportunity to share the progress of transportation investments in the Truckee Meadows. This report contains a summary of project and program updates, public outreach efforts, and data regarding RTC performance measures. This report includes the highlights of calendar year 2023 agency accomplishments.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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# 2023 ANNUAL REPORT



Building A Better Community  
Through Quality Transportation.

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# MISSION, CULTURE AND STRATEGIC GOALS

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## MISSION

Building A Better Community Through Quality Transportation.

## STATEMENT OF CULTURE

The Regional Transportation Commission of Washoe County is committed to a culture that exhibits respect, trust, and commitment in our work and interactions between employees and with the public, businesses, regional partners, and other agencies.

## STRATEGIC GOALS

### #1 Valued Public Transportation

Expand access and reach for all transit riders.

**Inclusive:** Enhance mobility for all residents of Washoe County.

**Focused:** Ensure that service is safe, reliable, comfortable, and customer focused.

**Efficient:** Deliver service cost-effectively.

**Sustainable:** Promote transit service as part of a sustainable future in Washoe County.

### #2 Improve Our Communities Network Experience

Successfully continue delivering high-impact projects.

**NDOT Partnership:** Strengthen our partnership with NDOT through funding agreements and shared strategic priorities.

**Fair & Equitable Project Delivery:** Establish a common agreement among the regional partners of the core elements of RTC projects.

**Regional Approach to Traffic Management:** Reduce traffic delays, support transportation needs, and increase efficiencies through active regional traffic management.

### #3 Enhance RTC's Role in Anticipating and Meeting Future Transportation Needs

Focus on transportation decision-making, development impacts, and the future of our community.

**RTP Process:** Engage the community and partners to re-envision the regional network experience through a streamlined, data-based Regional Transportation Plan update.

**Regional Transportation Network:** Better define the regional transportation network.

**Regional Unfunded Needs Analysis:** Conduct an unfunded needs analysis (including maintenance) with our regional partners and NDOT.

**Public Engagement:** Evolve our public engagement process with outreach that is robust, early, and context sensitive.

### #4 Financial & Organizational Stewardship

Proactively plan for future funding needs.

**One Year Planning:** Achieve annual budget adherence within 5% (Capital).

**Five Year Planning:** Reach an Ending Fund Balance of two years of debt and one year of operating expenses through more thoughtful budgeting of capital projects.

**Long-Range Planning:** Expand the use of the long-range financial plan.

**Fuel Tax:** Actively work with state and regional partners to replace funding source.

# THE BOARD

The Regional Transportation Commission of Washoe County is a cooperative regional board governed by five representatives appointed from three local government jurisdictions:

- Two City of Reno Council Members
- One City of Sparks Council Member
- Two Washoe County Commissioners

	<p><b>ED LAWSON</b> RTC CHAIR</p> <p>Sparks Mayor <i>Serving since January 2021</i></p>		<p><b>ALEXIS HILL</b> RTC VICE CHAIR</p> <p>Washoe County Commissioner <i>Serving since January 2022</i></p>
<p><b>HILLARY SCHIEVE</b> CITY MAYOR</p> <p>Mayor of Reno <i>Serving since January 2021</i></p>		<p><b>DEVON REESE</b> COUNCIL MEMBER</p> <p>Reno City Council Member <i>Serving since January 2022</i></p>	
	<p><b>MARILUZ GARCIA</b> COMMISSIONER</p> <p>Washoe County Commissioner <i>Serving since January 2023</i></p>		<p><b>TRACY LARKIN THOMASON</b> EX-OFFICIO</p> <p>NDOT Director <i>Serving since January 2023</i></p>

# THE DIRECTORS

The RTC is comprised of six departments with a professional and administrative staff of 64 who serve to deliver the region's surface transportation needs.



**BILL  
THOMAS**

AICP

Executive Director



**DALE  
KELLER**

P.E.

Director of Engineering



**JIM  
GEE**

Director of Public  
Transportation & Operations



**CHRISTIAN  
SCHONLAU**

Director of Finance/  
Chief Financial Officer



**ADAM  
SPEAR**

General Counsel



**LAURA  
FREED**

Director of Administrative  
Services



**ADAM  
SPEAR**

General Counsel

# SUPPORTING THE COMMUNITY



## 2,604

### **Jobs created in the community by RTC Projects**

The RTC contracts out our services, including transit and road construction projects. These contracts result in the employment of construction workers, transit employees, and more, in our community.



# SUPPORTING THE UNIVERSITY

## \$882,000

### **Amount contracted to UNR**

The RTC contracts with the University of Nevada, Reno on both Traffic Engineering and Pavement Engineering studies and research. These contracts give the RTC the ability to implement the most up to date technologies and methods of practice through the services and projects we deliver. The contracts with UNR also help build the future generation of engineers that will work on RTC lead projects and programs.

# AWARDED GRANTS

## RTC Awarded \$8.7 Million FTA Grant

The Federal Transit Administration has awarded the RTC with \$8.78 million as part of its Low or No Emission (Low-No) Bus Program Grant. The grant funding will support the purchase of six additional hydrogen fuel cell buses and the expansion of hydrogen fueling infrastructure, as well as an innovative virtual reality program to train bus mechanics to use this cutting-edge technology.

## RTC Awarded \$25 Million RAISE Grant

The Federal Highway Administration has awarded \$25 million to the RTC through its Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant. The funding will be used to reconstruct approximately 3.7 miles of Lemmon Drive between Fleetwood Drive and Ramsey Way. The \$42 million project will realign and elevate the roadway above the 100-year flood plain of Swan Lake. The project will revive a multiuse path and make other multimodal improvements.

## Congress Awards \$3 Million to RTC for Bus Facility

The United States Congress has appropriated \$3 million for the RTC of Washoe County in 2023 Community Project Spending (CPS) for the Villanova Maintenance Facility Replacement Design. The new facility will allow for on-site investment in hydrogen-fueling infrastructure and will provide space for the long-term expansion of the fleet, notably alternative-fuel vehicles. The RTC thanks Sen. Catherine Cortez Masto, Sen. Jacky Rosen, and Rep. Mark Amodei for securing this funding.

## Sixth Street for All Grant

The RTC was awarded almost \$9 million in discretionary funding under the Safe Streets and Roads for All Program to implement multiple safety improvements along East Sixth Street, including the addition of protected bicycle lanes. The project addresses the region's corridor with the highest need for safety improvements and incorporates FHWA proven safety countermeasures targeted to address specific crash types within the corridor.

## Grant Funding received in the past 3 years

Application Name	Award Total	Funding Year	Partner Agency
Digital Twin	131,661	2021	
Low-No Hydrogen Bus Program	6,488,000	2021	
RAISE, Arlington Bridge	7,000,000	2021	NDOT
395 North Phase 1B	88,917,130	2021	NDOT
Arlington Bridge - Congressionally Directed Spending (CDS)	2,000,000	2021	
South Virginia Street TOD Planning Study	300,000	2022	
Lemmon Phase II, (CDS)	4,000,000	2022	
Electrification Grant	2,030,000	2023	UNR
(CDS) Villanova Maintenance Facility Replacement Design	3,000,000	2023	
RAISE Lemmon Phase II	25,000,000	2023	
Low-No Bus Program	8,780,000	2023	
FHWA Safe Streets for All	8,963,112	2023	
<b>TOTAL:</b>	<b>\$156,609,903</b>		

# PREVENTATIVE MAINTENANCE PROJECT

Preventive Maintenance is an important part of the RTC's Pavement Preservation Program. The purpose of Preventive Maintenance is to keep good roads good and minimize long-term costs. The goal is to apply the most cost effective treatment to the right pavements, at the right time to minimize pavement life cycle costs while maximizing serviceable pavement life. Treatments applied under this program include crack sealing, patching, and slurry sealing. An effective Preventive Maintenance program saves money that can be used for other important transportation initiatives by slowing the pavement aging process. Through collaboration

and coordination with the local governments, RTC funds tactical roadway preservation (including Preventative Maintenance, Corrective Maintenance, and roadway Rehabilitation) to accomplish goals for the Regional Road System (arterials, major collectors, and industrial roads). The local governments provide preservation services for non-regional roadways and day-to-day maintenance for all non-state maintained facilities. As part of the pavement preservation system, RTC maintains condition data for each regional road.

**More than 14 million SF**  
*of pavement was treated under the 2023 program*



**GROWTH  
YEAR OVER  
YEAR**

**2023**  **53.68%**  
14,600,000 SF *from 2022*

**2022**  
9,500,000 SF

# Improved Roads

- Ampere Drive
- Apple Street
- Automotive Way
- Barron Way
- Beaumont Parkway
- Belmar Drive
- Bible Way
- Bluestone Drive
- Boomtown-Garson Road
- Brinkby Avenue
- Brookside Court
- Cabela Drive
- Calle De La Plata
- Campus Way
- Casazza Drive
- Catron Drive
- Clayton Place
- Clearacre Lane
- Cola Court
- Colbert Drive
- Coliseum Way
- College Drive
- Condor Way
- Corporate Boulevard
- David Allen Parkway
- De Spain Lane
- Del Monte Lane
- Del Webb Parkway East/West
- Depaoli Street
- Disc Drive
- Double Diamond Parkway
- Double Eagle Court
- Double R Boulevard
- E Greenbrae Drive
- E Greg Street
- E Prater Way
- Eagle Canyon Drive
- Edison Way
- Eighth Avenue
- El Rancho Drive
- Energy Way
- Ferrari Street
- Fifth Avenue
- Fifth Street
- Financial Boulevard
- Foothill Road
- Giroux Street
- Golden Valley Road
- Golden Valley Road (East)
- Gould Street
- Golden Valley
- Greenbrae Drive
- Greg Street
- Harvard Way
- Icon Court
- Ingenuity Avenue
- Joule Street
- Keystone Avenue Bridge
- Kiley Parkway East
- Kirman Avenue
- Kuenzli Street
- Lakeshore Boulevard
- Lemmon Drive
- Lewis Street
- Linden Street
- Locust Street
- Longley Lane
- Loop Road
- Louie Lane
- Louise Street
- Lupin Drive
- Lymbery Street
- Mae Anne Avenue
- Maestro Drive
- Manuel Street
- Marietta Way
- Market Street
- Matley Lane
- Mays Boulevard
- Meadowood Mall Link
- Meadowood Mall Way
- Mesa Park Road
- Mill Street
- Mira Loma Drive
- Moya Boulevard
- Neighborhood Way
- Neil Road
- Ninth Street
- Pacific Avenue
- Packer Way
- Patriot Boulevard
- Plaza Street
- Plumas Street
- Plumb Lane
- Portman Avenue
- Prosperity Street
- Prototype Court
- Quail Manor Court
- Ralston Street
- Reactor Way
- Red Rock Road
- Redwood Place
- Reno Corporate Drive
- Ridgeview Drive
- Ryland Street
- S 15th Street
- S 16th Street
- S 18th Street
- S 19th Street
- S 21st Street
- S Rock Boulevard
- S Stanford Way
- Salomon Circle
- Sandhill Road
- Second Street Bridge
- Seventh Avenue
- Seventh Street
- Sierra Center Parkway
- Sierra Street
- Silver Lake Road
- Somerset Ridge Parkway
- South Meadows Parkway
- South Verdi Road
- Southwood Boulevard
- Sparks Boulevard
- Sun Valley Boulevard
- Tacchino Street
- Talbot Lane
- Technology Way
- Telegraph Street
- Thomas Creek Road
- Toll Road
- Trademark Drive
- University Terrace
- Valley Road
- Veterans Parkway
- Victorian Avenue
- Village Boulevard
- Villanova Drive
- Vine Street
- Vine Street Bridge
- Vista Boulevard
- Wedekind Road
- Wedge Parkway
- Wells Avenue
- Wolverine Way
- Wrondel Way
- Yale Way
- Zolezzi Lane

# ODDIE / WELLS CORRIDOR MULTI-MODAL IMPROVEMENTS PROJECT

## *PHASE 2 & 3*

The Oddie-Wells Multimodal Improvement Project will revitalize the 3.2-mile corridor, beginning on Oddie Boulevard at Pyramid Way in Sparks and continuing on Wells Avenue to the I-80 ramps in Reno.

All these corridor improvements will support economic investment and redevelopment while enhancing the quality of life for area residents by improving accessibility and safety. The RTC is finishing construction of Phase 1 (section from Pyramid Way to Sullivan Lane in Sparks). During 2023, construction continued west towards Reno with Phase 2 & 3. The project is anticipated to

complete construction by the third quarter of 2024. The total project investment, including construction, design, permitting and construction management, is approximately \$52 million. The project is funded with local fuel tax revenue.



### **COMMUNITY INVESTMENT**

\$52 million dollars



### **PROJECT IN-PROGRESS**

75% COMPLETE





# SKY VISTA

## WIDENING & REHABILITATION

- 
**COMMUNITY INVESTMENT**  
 \$18+ million dollars
- 
**DIRECT PARK IMPROVEMENTS**  
 \$300,000
- 
**ROADWAY IMPROVEMENTS**  
 1.3 miles
- 
**SIDEWALK IMPROVEMENTS**  
 2.6 miles
- 
**TREES PLANTED**  
 120
- 
**BUS STOP IMPROVEMENTS**  
 6
- 
**SAFETY ENHANCEMENTS**  
 New street lighting and 8' sidewalks

Construction on the Sky Vista Parkway Project began on August 15, 2022. The project limits are on Sky Vista Parkway from Silver Lake Road to just east of Vista Knoll Parkway. As part of the project, the RTC widened the road from one lane in each direction to two lanes in each direction.

The RTC added new street lighting for safety, along with brand new eight-foot-wide sidewalks, and five-foot-wide bike lanes on both sides of Sky Vista Parkway.

Improvements made:

- Congestion mitigation and enhanced safety enhance safety for motorists and pedestrians
- Provide 5' wide bike lanes to protect cyclists
- Widen roadway – Two lanes in each direction
- New raised center median with dedicated left turn lanes
- Multi-use path on both sides of roadway
- New roundabout at Silver Lake Road
- ADA Improvements, transit upgrades, increased lighting, and drainage enhancements



**COMPLETED PROJECT**  
DECEMBER 2023



# 4TH STREET & WOODLAND AVENUE ROUNDABOUT PROJECT

This project includes the construction of a retaining wall between West 4th Street and Mesa Park Road, roadway improvements and roundabout construction.

The purpose of the roundabout is to improve safety at the intersections of West 4th Street and Woodland Avenue and West 4th Street and Mesa Park Road. Both intersections have stop signs but high vehicle speeds on West 4th Street make it difficult for drivers to find gaps to enter the roadway.

A study shows that the roundabout will reduce the number of crashes at these intersections by 30 percent. It will also reduce crash severity by slowing the speed of traffic.

The project includes an eight-foot multi-use path and crosswalks to improve safety for pedestrians and cyclists.



**COMMUNITY INVESTMENT**  
\$5.2 million dollars



**COMPLETED PROJECT**  
OCTOBER 2023

# ARROWCREEK REHABILITATION PROJECT



Roadway reconstruction work included full-depth removal and replacement of the roadway base and pavement. Work took place on Arrowcreek Parkway from South Virginia Street to approximately 250 feet south of Rubblestone Drive, with road rehabilitation work on Zolezzi Lane from Arrowcreek Parkway to Jeppson Lane.

As part of the project, the RTC also reconstructed existing pedestrian curb ramps, sidewalks, and curbs as needed to improve accessibility. The project improved traffic signals, enhanced intersection operations, and provided overall improvements to these heavily used regional roadways.



**COMPLETED PROJECT**

OCTOBER 2023



**COMMUNITY INVESTMENT**

\$3.8 million dollars



**OPERATIONAL ENHANCEMENTS**

Fiber Connectivity & Signalized Intersection Improvements



**ROADWAY IMPROVEMENTS**

0.5 miles



**SAFETY ENHANCEMENTS**

Green Bike Markings

# PEPPERMILL BUS RAPID TRANSIT STATION



The Hubbard Way bus station is substantially complete and in operation. The Virginia Line RAPID station is on the northbound side of South Virginia Street, across from the Peppermill Resort

Spa Casino. It is one of the busiest bus stops along the corridor. The \$1.7 million project is a substantial upgrade to the most popular bus route in the Truckee Meadows.



**COMMUNITY  
INVESTMENT**

\$1.7 million dollars



**COMPLETED  
PROJECT**

JUNE 2023

# HOLCOMB AVENUE REHABILITATION PROJECT

## Improvements Included:

- Removal and replacement of isolated areas of concrete sidewalk, curb and gutter, as well as driveways
- Realignment of the Sinclair and Holcomb Intersection
- Buffered bike lanes

- Improved safety for all modes of travel

This project is part of the RTC's Pavement Preservation Program which aims to extend the life of the roadway by proactively maintaining the pavement.



**COMMUNITY INVESTMENT**

\$3 million dollars



**COMPLETED PROJECT**

AUGUST 2023



**SAFETY ENHANCEMENTS**

Green Bike Markings

# SPARKS BOULEVARD

## *Update*



Sparks Boulevard Phase 2 is part of the Regional Transportation Improvement Program (RTIP) and will include reconstruction and roadway capacity improvements. This project will increase safety, add roadway capacity and improve bicycle and pedestrian facilities by widening Sparks

Boulevard from four lanes to six lanes (3 lanes in each direction) between Interstate 80 and Baring Boulevard. Additional improvements include dedicated turn lanes, drainage improvements, multi-use path reconfiguration, sound walls and landscape improvements throughout the corridor.



### COMMUNITY INVESTMENT

\$70 million dollars



### ROADWAY IMPROVEMENTS

3 miles



### PROJECT IN-PROGRESS

- RTC received environmental clearance in 2023
- Right-of-way activities and final design will occur in 2024
- Construction is anticipated to begin in 2025

# LAS BRISAS & LOS ALTOS RESURFACING PROJECT



Improvements on Las Brisas Boulevard between Robb Drive and Britannia Drive include Mill and Overlay. The project between Britannia Drive and North McCarran Boulevard includes slurry seal.

Improvements on Los Altos Parkway include slurry seal between North Vista Boulevard and Goodwin Road, and Mill and Overlay from Goodwin Road to South Vista Boulevard.

In addition to pavement improvements, the project replaced curbs and gutters as necessary, improved pedestrian ramps as needed, and installed green pavement markings for bicycle lanes.



## COMMUNITY INVESTMENT

\$4.5 million dollars



## PROJECT IN-PROGRESS

90% COMPLETE



## ROADWAY IMPROVEMENTS

LAS BRISAS: 1.8 miles / LOS ALTOS: 2.5 miles



## SAFETY ENHANCEMENTS

Green Bike Markings

# SIGNAL OPTIMIZATION

In 2023, the RTC continued studying the timing of 421 regional traffic signals and working with our regional partners to better optimize and synchronize these signals to keep traffic flowing and reduce travel time. The project is a three-year, \$1.2 million commitment to improving traffic flow throughout the region. 56 signals were retimed in 2023.

RTC does not own any traffic signals, but supports local jurisdictions in the maintenance and operation of the signals. The RTC receives real-time data from signals and assesses how well they are performing. The RTC also works on various projects to upgrade methods of detecting vehicles at intersections, which also helps to optimize timing at signalized intersections.

RTC engineers use information from the National Cooperative Highway Research Program and the Manual of Uniform Traffic Control Devices to bring the traffic signals up to current standards and improve safety. As part of the retiming process, crosswalks can be measured and pedestrian crossing times calculated. To report traffic signal issues, call (775) 355-ROADS.



## LOCATIONS OF UPDATED AND RE-TIMED SIGNALS:

- **Lemmon Drive (US-395 to Military Road) – 3 signals**
  - Sky Vista Parkway at Vista Knoll Parkway – 1 signal
- **North Virginia Street (Sierra St to North McCarran Blvd) – 2 signals – Special Event Plan**
- **Rock Boulevard (Prater Way to Greg St) – 9 signals**
- **Keystone Avenue (1st St to 7th St) – 6 signals**
  - Stoker Avenue at 7th Avenue – 1 signal
  - Vine Street at 4th Street – 1 signal
- **Prater Way (Rock Blvd to 12th Street) – 3 signals**
- **Kietzke Lane (Peckham Lane to 2nd Street) – 8 signals**
- **West McCarran Boulevard (Mayberry Drive to Sierra Highlands Drive) – 5 signals**
- **Sun Valley Boulevard (7th Avenue) – 1 signal**
- **Vista Boulevard (Home Run Drive to I-80) – 14 signals**
- **Sparks Boulevard (Disc Drive to Baring Boulevard) – 2 signals**



# SUPPORTING SAFE ROUTES TO SCHOOL

The RTC funds the two full-time coordinators of the Safe Routes to Schools Program (SRTS) with the Washoe County School District (WCSD), inclusive of a civilian position and a sworn school police officer. The overarching goal of SRTS is to reduce the number of vehicles within the vicinity of K-12 schools and through education and encouragement of students and parents, to increase the number of students commuting to and from school by walking or bicycling. The new Infrastructure Investment and Jobs Act (IIJA) has expanded SRTS to include high school students.

RTC plays an intricate role in the sustainability of the WCSD SRTS program. For example, RTC supports the program by promoting and attending SRTS events and by bringing awareness to students walking and biking. The RTC has also awarded Transit Alternatives (TA) Set-Aside funding that have supported various capital and operating projects. WCSD has used these grants to fund a law enforcement aid, called Electronic Ticket Writers, to coordinate with local jurisdictions to purchase and install Rectangular Rapid Flashing Beacons and solar speed feedback signs, and to purchase safety items, such as vests and signs, for crossing guard support.



# 2023 PLANNING STUDIES

## **Verdi Area Multimodal Study**

*Completed July 2023*

This study determines existing and future transportation issues and opportunities for the Verdi area, and includes data on traffic volumes, transportation safety, transit service, pedestrian/bicycle facilities, and land use. Existing conditions and other analyses, combined with community and stakeholder input, led to a set of recommendations for enhancing mobility and safety for the area.

## **South Virginia Street Transit Oriented Development Study**

*Commenced January 2023*

This study is envisioned as a way of enhancing transit-supportive land uses in an area that has experienced substantial growth, but still has several large vacant parcels and the potential for shaping development. The study is being developed to provide the City with a land use planning toolbox it can reference to help promote transit oriented development. The study's recommendations will give the RTC a phased look at transit expansion in the area. The study is projected to be completed late spring of 2024.

## **Active Transportation Plan – Walk and Roll Truckee Meadows**

*Commenced February 2023*

The Plan is working toward creating several analyses and tools aimed at creating an overarching vision for the region, while building a framework for project prioritization and more targeted neighborhood plans to be carried out in the future. It is expected that one of the key recommendations that will result from this Plan is the creation of an Active Transportation Program, which will aim to create a dedicated funding source for projects prioritized within individual neighborhood plans. It is projected for an early summer 2024 adoption.

## **Regional Freight Study**

*Commenced September 2023*

The RTC is currently developing a first-of-its-kind regional freight study. The study will be a focused analysis of freight specifically for the Reno-Sparks region, including adjacent areas with a greater impact on the region. Some specifics of the study include analyses of commodity flows into, out of, and through (or around) the region; urban truck parking; crash data specific to trucks; and ITS projects targeted at optimizing goods movement. The study is scheduled for completion summer 2024, the results of which will be incorporated into the 2025 RTP Update.



# VISION ZERO

The Vision Zero Truckee Meadows Action Plan, with the support of local leaders, was adopted in 2019 with formal resolutions made by multiple community partners committing to reaching the goal of zero roadway fatalities by 2030. One fatality is one too many and Vision Zero is not a tagline or even a program. It's a fundamental shift in the way our community is approaching the issue of safe mobility. The Vision Zero Truckee Meadows Task Force meets regularly to work towards this goal, and views traffic crashes as opportunities to fix potential safety risks, from the perspective that a mitigation exists or that a better design could have prevented or lessened the severity of the crash.

According to preliminary data, there was a 38% increase from 2022 to 2023 in pedestrian fatalities in Washoe County. This increase is concerning, but with the focus of Vision Zero being on the most vulnerable road users—pedestrians—the Task Force will work to reverse the recent uptick. In 2021, Nevada had the highest number of roadway fatalities on record,

with 385 fatalities statewide. That number has trended downward the past two years, with 348 in 2023. Washoe County reported 47 total roadway fatalities in 2023, which is down 15% from the 55 reported in 2022.

An update to the Action Plan, completed in 2022, incorporated newer safety data and was successful in positioning the region for new federal funding. In 2023, the Federal Highway Administration (FHWA) awarded the region almost \$9 million in funding under the Safe Streets and Roads for All (SS4A) Grant Program. This funding will be used to improve safety along East Sixth Street in downtown Reno, incorporating such proven safety countermeasures as a road diet and protected bicycle lanes. In addition to the Sixth Street for all project, the Task Force will look to implement other prioritized projects from the Action Plan, and will continue to make regular updates to the document as new information becomes available or as conditions change.

# PUBLIC TRANSIT & OPERATIONS

The RTC is the proud provider of public transportation in the greater Reno-Sparks area, providing residents and visitors with safe and reliable bus service. We are committed to making each trip a pleasant one with our clean, modern bus fleet, and professional and courteous coach operators.



**5,050,674**  **12.34%**  
from 2022

RIDES ON RTC RIDE



**889,582**  **25.23%**  
from 2022

RIDES ON RTC LINCOLN LINE  
AND ROUTE 11



**1,345,733**  **16.46%**  
from 2022

RIDES ON RTC VIRGINIA LINE  
AND ROUTE 1



**88.23%**  **0.47%**  
from 2022

ON-TIME PERFORMANCE



**67**  **Added 2**  
from 2022

BUSES IN THE RTC FLEET



**12 MONTHS**   
RIDERSHIP GROWTH



# FLEXRIDE SERVICE

**46,027**

▲ **46.86%**  
from 2022

Rides in Sparks/  
Spanish Springs

**40,653**

▲ **116.10%**  
from 2022

Rides in North  
Valleys

**3,272**

▲ **254.88%**  
from 2022

Rides in  
Somerset/Verdi



## RTC ACCESS PREMIUM RIDES

Uber lyft

**13,642**

▲ **66.51%**  
from 2022



**7,267**

▲ **67.79%**  
from 2022

## RTC ACCESS SERVICE



**88.15%**

ON-TIME PERFORMANCE FOR RTC ACCESS

▲ **1.87%**  
from 2022



**115,943**

TRIPS ON RTC ACCESS

▲ **12.40%**  
from 2022



**44**

VANS IN THE RTC ACCESS FLEET

▼ **Reduced 2**  
from 2022



# TRANSIT APP

The Regional Transportation Commission (RTC) of Washoe County launched a new official app for transit passengers called Transit in 2022. The app helps passengers with trip planning, real-time vehicle information, and service alerts. Passengers can use the trip-planning feature to plan trips using both RTC RIDE fixed-route transit service and RTC FlexRIDE service. Passengers can also pay their bus fare using the Transit app.

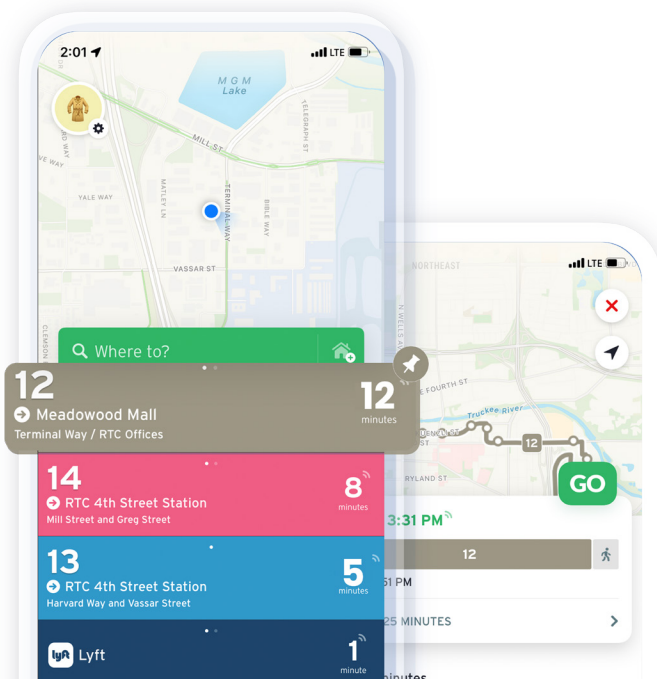
**1,108,810**  
times riders opened the app  
that's up **230%** from 2022!

**3,952**  
New app downloads  
up **189%** from 2022

Riders really loved GO, our step-by-step navigator and crowdsourcing tool!

**26,551**  
Total GoTrips!

The app is part of the RTC's ongoing 5-year transit-improvement plan, called the Transit Optimization Plan Strategies (TOPS). App data will continue to improve over time as the RTC upgrades bus-tracking technology.



RTC Washoe passengers are automatically upgraded in the app with a free Royale subscription, which unlocks additional features, special RTC Washoe branding, and new customization options.

With Royale, riders have access to power features such as customizable themes, as well as personalized emoji avatars that allow riders to become celebrities on their local bus line and leaderboards for users competing to help the most riders with GO crowdsourcing.



# INNOVATIVE TRANSPORTATION SOLUTIONS

The RTC administers the Federal Transit Administration's (FTA) Section 5310 Funding Program for the Reno-Sparks area to improve mobility for local seniors and individuals with disabilities. Funding is awarded and distributed to projects that support the goals and strategic objectives of the RTC's Coordinated Human Services Public Transportation

Plan (CTP). These goals represent a regional strategy to increase personal mobility and travel options for people with special-transportation needs in Reno, Sparks and Washoe County, specifically seniors and individuals with disabilities. Year 2 Program funding began October 1, 2022 through September 30, 2023.

**14,194**

OVERALL ONE-WAY TRIPS PROVIDED BY THIS PROGRAM

**2,711**

SENIORS & DISABLED INDIVIDUALS SERVED

**14,912**

CALLERS HELPED BY DISPATCH HOTLINE

**648**

VOUCHERS ISSUED



**14,912**

Transportation Dispatch Hot-line

**7,882**

Trips Provided:  
85.9% to Seniors  
14% to Disabled Individuals

**1,965**

Clients Served

## N4 VAN THROUGH SEPTEMBER, 2023



Neighbor Network of Northern Nevada

**344**

Trips Provided  
• 44.19% to Seniors  
• 55.81% to Disabled Individuals

**65**

Clients Served

## UBER & LYFT

**641**

Vouchers exceeding its goal (438) by 46.35%

**1,282**

(2) One-Way Trips Provided

*The van was hit head-on in September 2023, and deemed a total loss and will not be replaced.*



**3,151**

Trips Provided:  
41.70% to Seniors • 53.79% to Disabled Individuals

**256**

Clients Served



**1,117**

Trips to 317 Clients  
Senior Outreach Services Program (SOS)

**393**

Volunteer Transportation Program (VTP)  
dedicated van driver provided to 101 clients

*In June 2023, the SOS program began offering UBER vouchers to help reach additional participants with their transportation needs, serving 7 clients which provided 25 additional one-way trips.*

# RTC SMART TRIPS

RTC's SMART TRIPS program offers a VANPOOL service, a trip-matching service for individuals who carpool, bike or walk together and a bus pass subsidy program through community outreach and education. The RTC VANPOOL service is the fastest-growing segment of the SMART TRIPS program, helping to meet the transportation needs of the region's workforce in our expanding economy.



**332**  
VANPOOLS

0%  
from 2022



**2,632**  
Registered  
Commuters

9.2%  
from 2022



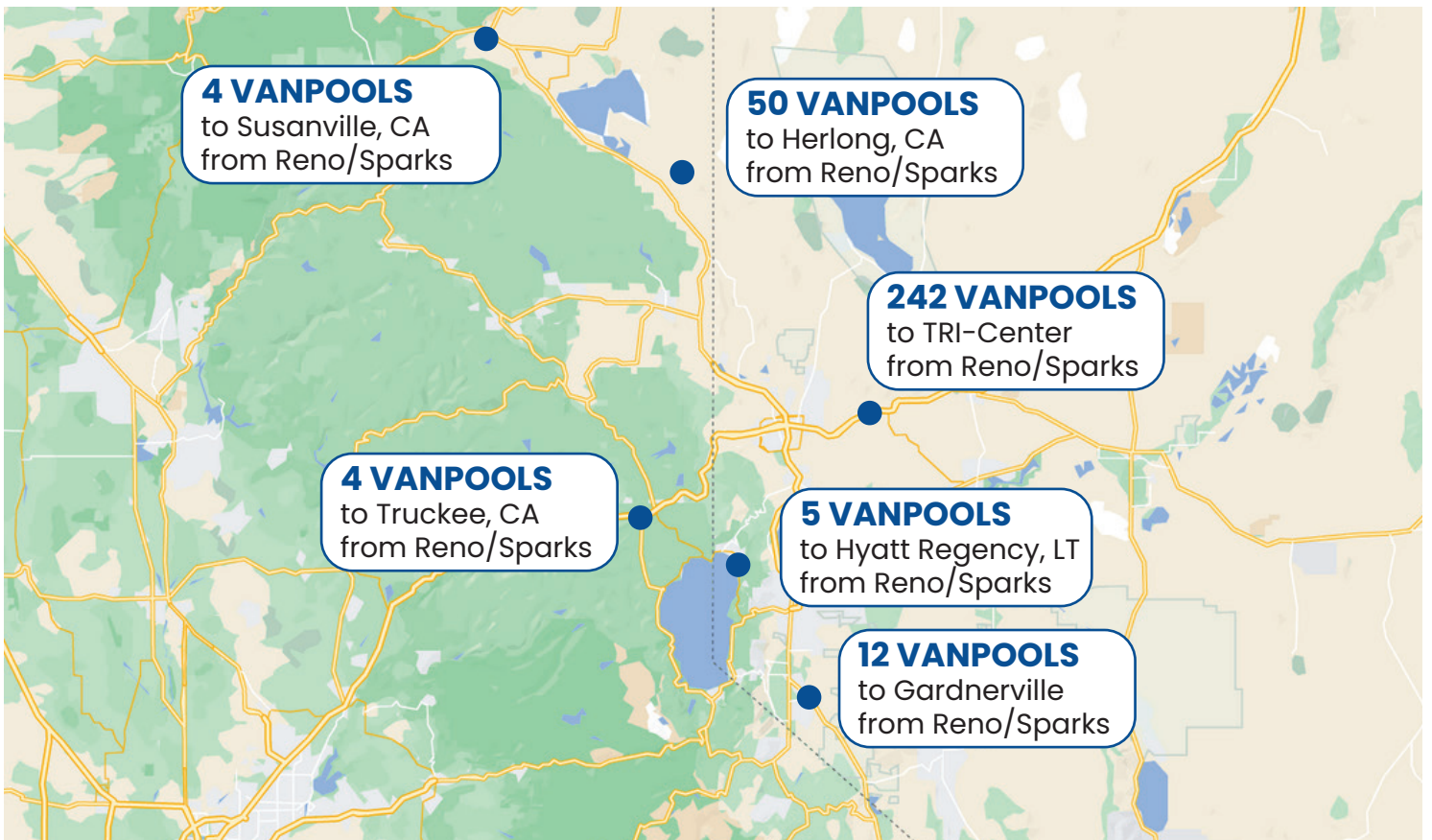
**722,535**  
Passenger  
Trips

11.6%  
from 2022



**20,183,620**  
Vehicle Miles  
Saved

6.4%  
from 2022





# CUSTOMER SERVICE



**\$3,359,909**

Ticket Sales from  
Public Transit Fund, Ride, Paratransit fund & ACCESS



**148,861**

Passes Sold



**712**

Questions/Comments  
via [rtcwashoe.com](http://rtcwashoe.com)



**27,196**

Questions/Comments  
via Phone



**TOKEN  
TRANSIT**



**16,951**  
Unique  
Customers

**37.82%**  
↑ from 2022



**143,265**  
Passes Sold



**729,088**  
Trips Taken

**51.64%**  
↑ from 2022



**\$807,927**  
in Sales

# SOCIAL MEDIA

## **FACEBOOK**

Post Reach: 211,994  
Engagement: 35,742  
Number of Posts: 192  
Comments: 2,721

## **YOUTUBE**

Watch Time: 1,510.9 hrs  
Videos: 59  
Views: 12,419  
New Subscribers: 55

## **TWITTER**

Impressions: 144,892  
New Followers: 160  
Mentions: 1,477  
Number of Tweets: 206

## **INSTAGRAM**

Total Followers: 1,459  
Posts/Stories: 40  
Accounts Reached: 9,537



**90**  
**PRESS**  
**RELEASES**

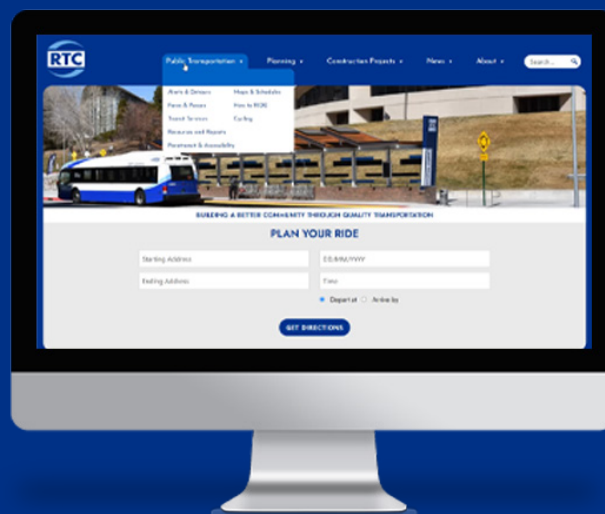


**52**  
**ROAD AHEAD**  
**SEGMENTS ON**  
**KOLO**



**97**  
**INQUIRIES/**  
**INTERVIEWS**

# NEW WEBSITE LAUNCH



- Whole new site redesign
- Updated homepage with a focus on transit planning
- New user friendly navigation
- ADA updates

# PUBLIC OUTREACH

The RTC is committed to a comprehensive public outreach approach in our community. The RTC provided transportation, publicity or support for a number of community events that contributed to economic development and enhancing the quality of life in the region, including:

- Stuff A Bus for Children In Care
- Stuff A Bus for Seniors
- Stuff A Bus Holiday Food Drive
- Free transit on St. Patrick's Day
- Free transit on Election Day
- Free transit on New Year's Eve
- Free transit to Hot August Nights
- Free transit to Star Spangled Sparks
- Free transit to the Great Reno Balloon Race
- Free transit to the Best in the West Nugget Rib Cook-Off
- Vision Zero Task Force meetings
- Citizens Advisory Board meetings
- Neighborhood Advisory Board meetings
- Family Health Festival Event
- Nevada Traffic Safety Summit
- Association of Metropolitan Planning Organizations Conference
- Western Regional Minority Supplier Development Council
- OSBA Carson City Small Business Resource Fair
- Planning Career Fair at UNR hosted by NVAPA Northern Section
- Washoe County Transportation Plan Public Meeting
- Community Food Pantry Thanksgiving Basket Distribution
- Age Friendly Action Committee
- Nevada Dementia-Capable Community Care Stakeholder Conference
- Newcomers and Neighbors Club of Northern Nevada
- Reno Access Advisory Committee Meeting
- Casa De Vida
- Reno Police Department Badge On Bus event



# COMMUNITY OUTREACH



**APPRECIATION EVENT**



**SENIOR DAY LEGISLATURE**



**ACES GAME - SMART TRIPS**



**EARTH DAY - SMART TRIPS**



**SENIOR FEST EVENT**

# FEATURED BUS WRAPS



# STAFF APPRECIATION

**MARCH 18**  
**TRANSIT DRIVER**  
**APPRECIATION DAY**

National Driver Appreciation Day – Keolis kicked off the celebration on St. Patrick’s Day with green donuts, cupcakes and cookies for the staff. MTM, sponsored a breakfast for its staff the same day. Keolis wrapped up the celebration by having Kenji’s Food truck on site for a staff luncheon on Monday, March 20. RTC delivered over 300 individually wrapped bundlets to Keolis and MTM staff from Nothing Bundt Cakes.



**NATIONAL BEACH DAY**



**BUS ROADEO EVENT**



**RTC COMMISSIONER  
REESE SPONSORS  
TRANSIT EMPLOYEE  
APPRECIATION EVENT  
FOR KEOLIS AND MTM  
CONTRACTOR STAFF**

On Tuesday, November 7, RTC held an employee appreciation event for its bus contracting companies, Keolis and MTM. Coffee, tea, juice doughnuts and pastries were served from the Mad Hatter Doughnut and Bone Appetit Bar-b-Que Grill food trucks located at Villanova and Sutro for staff to enjoy. RTC Commission Reese sponsored the event using his discretionary funds.



Commissioners Alexis Hill and Devon Reese recognized Keolis staff at a BBQ Party which included the distribution of RTC themed Hawaiian shirts for each staff member. MTM staff received their shirts and immediately began wearing them the following day.





**RTC of Washoe County**  
1105 Terminal Way  
Reno, Nevada  
(775) 348-0400

**RTC 4TH STREET STATION**  
4th and Lake Streets  
Reno, Nevada  
(775) 348-RIDE

**RTC CENTENNIAL PLAZA**  
Victorian Avenue and 15th Street  
Sparks, Nevada  
(775) 348-RIDE

**2023 Annual Report**  
[rtcwashoe.com](http://rtcwashoe.com)





**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/17/2024

**Agenda Item:** 6.2

To: Regional Transportation Commission

From: Laura Freed, Director of Administrative Services

**SUBJECT: Annual Evaluation of RTC Executive Director**

**RECOMMENDED ACTION**

Evaluate the Executive Director's annual performance as it pertains to the duties and obligations of the position and accomplishments for Fiscal Year 2024, and consider approval of a compensation adjustment if the Executive Director's performance has been satisfactory or better.

**BACKGROUND AND DISCUSSION**

The Board evaluates the Executive Director's performance annually at or near the end of RTC's fiscal year pursuant to RTC policy and the Executive Director's employment agreement. RTC Management Policy, P-01; Employment Agreement, Sec. 3(B). Under RTC policy and the employment agreement, performance is evaluated against the duties and obligations of the position, including any mutually agreed-upon written goals and objectives.

The Chair manages the annual performance evaluation process. RTC Bylaws, Art. III(B); RTC Management Policy, P-01. Pursuant to RTC policy, the Chair meets with the Executive Director to discuss his annual performance. The Chair will present his evaluation at the meeting along with any recommended compensation adjustments.

The Board has the sole right to determine performance subject to a standard of reasonableness. Under the employment agreement, a satisfactory or better performance makes the Executive Director eligible for an annual salary increase approved by the Board. In addition, the Board may also award a performance bonus between 0.0 and 5.0 percent of the Executive Director's current base salary that will not be an addition to base pay. The effective date of a salary increase and/or bonus would be July 1, 2024 for FY 2024 performance (i.e., the beginning of FY 2025). Any other adjustments to the Executive Director's compensation would require a mutually agreed upon amendment to the employment agreement.

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The term of the Executive Director's employment agreement automatically renews each year unless either the Board or the Executive Director gives notice of intent to renegotiate six months prior to expiration of the term. If no such notice is provided, then the agreement automatically renews for one year. Since neither party provided six months' notice for renegotiation, the employment agreement automatically renewed on April 13, 2024, and will continue for one year until April 13, 2025.

**FISCAL IMPACT**

Regardless of the raise and/or bonus approved by the Board, the funding for this item is included in the FY 2024 budget and comes from both budgeted salary and salary savings due to position vacancy.

**PREVIOUS BOARD ACTION**

6/16/2023      Approved FY 2024 Agency Goals, among which were the Executive Director's goals.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

April 18, 2024

*VIA PERSONAL DELIVERY*

Bill Thomas, Executive Director  
Regional Transportation Commission of Washoe County  
1105 Terminal Way, Suite 217  
Reno, NV 89502

Re: Notice of Executive Director Evaluation

Dear Mr. Thomas:

Pursuant to Nevada Revised Statutes 241.033, no public body shall hold a meeting to consider the professional competence of any person unless it has delivered written notice personally to that person of the time and place of the meeting at least five days prior to the meeting or delivered by certified mail to that person at least 21 working days before the meeting.

This letter provides the legally required notice that the RTC Board of Commissioners will undertake its annual evaluation of your performance on May 17, 2024, at 10:00 a.m. The Board will consider your professional competence with respect to the duties and obligations of your position, which may include evaluation of the completeness of goals and objectives. The Board may also take administrative action related to your compensation.

Please acknowledge receipt of this notice by signing and dating below and returning it to me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Laura Freed", written in a cursive style.

Laura Freed, Director of Administrative Services

Acknowledgement of personal service:

A handwritten signature in blue ink, appearing to read "Bill Thomas", written in a cursive style.

4/18/24

Bill Thomas

Date

## AGENCY GOALS (FY24)

NAME	DEPARTMENT	STATUS	FY24 GOAL STATUS
Begin Design - a. Lemmon Drive Segment 2 Traffic Improvements and Resiliency  - b. Military Road Capacity Project  - c. Pembroke Drive Capacity & Safety  - d. Sun Valley Boulevard Improvements	Engineering	Complete	- a. Design started in July 2023. Nearly 50% of design complete.  - b. Design started in April 2024.  - c. Design started in July 2023. Nearly 30% of design complete.  - d. Contract of design consultant executed in October 2023.
Begin Project Construction - a. 2024 Pavement Preservation Program  - b. S Virginia Street & I580 Exit 29 Capacity & Safety  - c. Steamboat Parkway Improvement & South Meadows Traffic Enhancements	Engineering	Complete	- a. Construction is scheduled to begin in May 2024.  - b. Construction is scheduled to begin in June 2024.  - c. Construction started in April 2024. Construction is 10% complete.
Complete Project Construction - a. 2023 Pavement Preservation Program  - b. 4th Street & Woodland Avenue Roundabout  - c. Arrowcreek Parkway Rehabilitation  - d. Oddie / Wells Corridor Multi-Modal Improvements  - e. Sky Vista Parkway Widening & Rehabilitation	Engineering	Complete	- a. Construction completed January 2024.  - b. Construction completed September 2023.  - c. Construction completed October 2023.  - d. Construction scheduled to be substantially complete by June 2024. 84% of construction is complete.  - e. Construction completed December 2023.

NAME	DEPARTMENT	STATUS	FY24 GOAL STATUS
Execute a Memorandum of Understanding with the Nevada Department of Transportation, City of Reno, City of Sparks, and Washoe County to begin implementation of ITS Strategic Master Plan to operate the regional traffic signal system as a whole.	Engineering	Complete	Memorandum of Understanding approved by RTC Board, City of Sparks, Washoe County, and City of Reno approved in April 2024.
Following adoption by RTC Board, implement the Street & Highway Policy, including detailed project timeframes for stakeholder information.	Engineering	Complete	Implementation of the adopted Street & Highway Policy continued. Staff will measure successful implementation by looking at the number of scope additions after 60% design at the end of the fiscal year.
Identify and begin design on Reno Downtown Micromode project(s).	Engineering	Complete	Projects identified in November 2023. Contract of design consultant executed in February 2024.
Initiate - a. Regional Freight Plan  - b. Regional Travel Characteristics Study	Planning	Complete	- a. Initiated in August 2023. Plan is 60% complete.  - b. Initiated in September 2023. Plan is 40% complete.
Complete - a. South Virginia Street Transit Oriented Development (TOD) Study  - b. Active Transportation Plan	Planning	Complete	- a. Plan scheduled to be complete June 2024. 60% of plan is complete.  - b. Plan scheduled to be complete June 2024. 75% of plan is complete.
Complete a workplan for RTP update with tasks and milestones, including scenarios, alternative outcomes, and public engagement.	Planning	Complete	Workplan for RTP update completed and presentations have been made to RTC Board and local jurisdictions, along with a public kickoff.
Complete the Predictive Safety Tool to improve decision-making for the TE Spot Program.	Planning	Complete	Contract with UNR approved in April 2024 for this tool and is expected to be substantially complete by June 2024. 70% of plan is complete.

NAME	DEPARTMENT	STATUS	FY24 GOAL STATUS
Complete upcoming MPO certification with FHWA.	Planning	Complete	MPO certification with FHWA completed in December 2023.
Update and modernize RTC website.	Planning	Complete	Updated and modernized RTC website went live in December 2023.
Complete implementation of hydrogen fueling infrastructure.	Public Transportation	Ongoing	Implementation of hydrogen fueling infrastructure is ongoing. With the execution of a contract for temporary fueling in May 2024, testing of the infrastructure will be underway by June 2024.
Expand south Reno transit improvements (RIDE and FlexRIDE).	Public Transportation	Complete	Expanded south Reno transit improvements as approved by the Board at their February 2024 meeting, including creation of a South Meadows FlexRIDE zone.
Identify and implement methods to enhance contractor-employee morale.	Public Transportation	Complete	Identified and implemented methods to enhance contractor- employee morale through an employee survey and Employee Feedback Committee.
Implement the TOPS Marketing & Communications Plan, with a focus on the “Spanish-First” Campaign highlighted in the Plan.	Public Transportation	Complete	Implemented the TOPS Marketing & Communications Plan, with a focus on the “Spanish-First” Campaign highlighted in the Plan through contract executed November 2023.
Increase population with transit services, jobs accessible with transit services, and passenger miles.	Public Transportation	Complete	Increased year-to-date (through Q3): - Population with transit services: 140,800 - Jobs accessible with transit services: 19,006 - Passenger miles: 9.50%

NAME	DEPARTMENT	STATUS	FY24 GOAL STATUS
Explore transportation solutions to reduce vehicle miles traveled in the Washoe County Tahoe Area.	Public Transportation	Complete	Explored transportation solutions to reduce vehicle miles traveled in the Washoe County Tahoe Area. The VanPOOL program now has 19 vans in the Washoe County Tahoe Area and they have accumulated 141,551 vehicles miles traveled (through Q3). Additionally, we executed a funding agreement for the provision of the TART Connect (micro transit) service in the Washoe County portion of the Lake Tahoe Basin in March 2024.
Actively work with state and regional partners to replace fuel tax funding source.	Executive	Complete	Actively worked with state and regional partners to replace fuel tax funding source to include participation in national road user charge conference and NDOT EV parity discussions.
Analyze local and regional maintenance needs and potential solutions via maintenance study.	Executive	Ongoing	Analyzing local and regional maintenance needs and potential solutions via maintenance study through contract executed in April 2024. Project kickoff will occur in June 2024.
Better align anticipated budget expenditures to street & highway project timelines.	Executive	Complete	Better aligned budget expenditures to street & highway project timelines through use of eBuilder software and fund mapping.
Complete Climate Study of the Agency as a whole.	Executive	Complete	Completed Climate Study of the Agency as a whole in January 2024.

NAME	DEPARTMENT	STATUS	FY24 GOAL STATUS
Lead a multi-county effort to define transportation future related to Washoe County, Tahoe-Reno Industrial Center, and Fernley.	Executive	Complete	Lead a multi-county effort to define transportation future related to Washoe County, Tahoe-Reno Industrial Center, and Fernley. Following conversations with stakeholders: - Funded microtransit in partnership with Placer County in March 2024. - Recommended funding study in FY25 for TRIC Rail transportation in partnership with Storey County in April 2024. - Executed contract for coordination with Bureau of Land Management for future street & highway projects in March 2024.
Make annual report to three local governments - Reno, Sparks, and Washoe County.	Executive	Complete	Made annual report to three local governments - Reno, Sparks, and Washoe County - in September 2023.
Update Personnel Rules and Board By-laws, including a documented process for Executive Director annual review.	Executive	Complete	Updated Personnel Rules and Board By-laws, including a documented process for Executive Director annual review in April 2024.
Work with regional partners to define a grants program, including solicitation of federal earmarks for local street improvements/ preservation.	Executive	Ongoing	Onboarded new Senior Financial Analyst to lead RTC's grant program. Working with regional partners to define future efforts with them, including solicitation of federal earmarks for local street improvements/ preservation.
Strategically adjust goals as needed throughout the year to respond to Board direction in a prompt manner	Executive	Complete	Strategically adjusted goals as needed throughout the year to respond to Board direction in a prompt manner.



# STRATEGIC ROADMAP (FY24)

## #1 Valued Public Transportation

*Expand access and reach for all transit riders.*

- **Inclusive:** Enhance mobility for all residents of Washoe County.
- **Focused:** Ensure that service is safe, reliable, comfortable, and customer focused.
- **Efficient:** Deliver service cost-effectively.
- **Sustainable:** Promote transit service as part of a Sustainable future in Washoe County.
  
- On-time performance standard (85%) exceeded on RIDE/FlexRIDE/ACCESS; ACCESS OTP improved by 2.25% YOY.
- Increase in passengers per hour on RIDE (8.54%)/FlexRIDE (16.05%)/ACCESS (1.38%) YOY.
- 8.11% increase in ridership across all modes YOY.
- 20 straight months of ridership increases.

## #2 Enhance RTC's Role in Anticipating and Meeting Future Transportation Needs

*Successfully continue delivering high-impact projects.*

- **NDOT Partnership:** Strengthen our partnership with NDOT through funding agreements and shared strategic priorities.
- **Fair & Equitable Project Delivery:** Establish a common agreement among the regional partners of the core elements of RTC projects.
- **Regional Approach to Traffic Management:** Reduce traffic delays, support transportation needs, and increase efficiencies through active regional traffic management.
  
- NDOT Partnerships: Sparks Intelligent Corridors construction started 03/2024; Pyramid Way Operations Improvements design started 02/2024.
- ITS MOU signed by RTC, City of Reno, and City of Sparks (Washoe County is coming soon!)
- Green Book updated in April 2024.

## #3 Improve Our Community's Network Experience

*Focus on transportation decision-making, development impacts, and the future of our community.*

- **RTP Process:** Engage the community and partners to re-envision the regional network experience through a streamlined, data-based Regional Transportation Plan update.
- **Regional Transportation Network:** Better define the regional transportation network.
- **Regional Unfunded Needs Analysis:** Conduct an unfunded needs analysis (including maintenance) with our regional partners and NDOT.
- **Public Engagement:** Evolve our public engagement process with outreach that is robust, early, and context sensitive.
  
- Increase in Number of projects under construction within RTP timeframe to 7 projects in FY24 (Lemmon Drive Segment 1 Capacity, Pyramid Highway Phase 1 Capacity, Sky Vista Parkway Capacity, Sparks Boulevard Capacity, Oddie Boulevard/Wells Avenue Micromodal, US 395 Freeway)
- Identified Average trip time inside and outside McCarran Blvd
  
- Increase in Public engagement interactions, including new outreach report presented to the Board each month.

## #4 Financial and Organizational Stewardship

*Proactively plan for future funding needs.*

- **One Year Planning:** Achieve annual budget adherence within 5% (Capital).
- **Five Year Planning:** Reach an Ending Fund Balance of two years of debt and one year of operating expenses through more thoughtful budgeting of capital projects.
- **Long-Range Planning:** Expand the use of the long-range financial plan.
- **Fuel Tax:** Actively work with state and regional partners to replace funding source.
  
- Fund map completed and in use to align revenue and expenses for all funds covering 5-year period.
  
- Actively worked with state and regional partners to replace fuel tax funding source to include participation in national road user charge conference and NDOT EV parity discussions.
  
- Recommended funding study in FY25 for Guinn Center on how to approach future fuel tax replacement initiative.



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/17/2024

**Agenda Item: 6.3.**

To: Regional Transportation Commission

From: Kim Diegle, Project Manager

**SUBJECT: Mill Street Capacity and Safety Project Update**

**RECOMMENDED ACTION**

Acknowledge receipt of the Mill Street Capacity and Safety Project update.

**BACKGROUND AND DISCUSSION**

The Mill Street Capacity and Safety Project (“Project”) seeks to improve traffic operations and reduce serious injuries along Mill Street from Kietzke Lane to Terminal Way. The proposed improvements include 1) an additional eastbound lane to Interstate 580 (I-580), 2) improved traffic operations at the Mill Street/Kietzke Lane intersection, 3) provide safe and consolidated access from side streets with a signalized intersection at Golden Lane, and 4) the installation of bike lanes and sidewalks throughout the corridor. The recommended improvements are a result of the Mill Terminal Corridor Study.

**Traffic Level-of-Service (LOS)**

This section of roadway is projected to carry more than 27,000 vehicles a day. The corridor is expected to operate with significant delay and queuing under future year conditions with existing lane configurations. Both the I-580 Southbound and Northbound Ramps are accessed from the right (outside) lane on eastbound Mill Street which causes poor lane utilization. Significant queues are expected in the right-most eastbound lane that spill back past Louise Street. The significant queues will cause additional delay at the stop-controlled intersections on Mill Street (Redwood Place, Golden Lane, Reservation Road, and Louise Street) as through traffic blocks side street movements. Queuing and congestion are also expected on Mill Street east of the I-580 interchange. With the Project constructing a third eastbound lane to I-580, queues would decrease and improve overall operations.

**Access Management**

Characteristics of Mill Street, such as speed limits, traffic signal spacing, driveway spacing, etc., were compared to the RTC’s access management standards to determine whether those standards were met. Based on the analysis from the Mill Terminal Corridor Study, the Mill Street roadway segment does not meet the standards. To improve safety of vehicles, bicyclists, and pedestrians, the proposed traffic signal at the Mill Street/Golden Lane intersection and the realignment of Redwood Place to create a fourth leg of

the intersection would improve operations to a LOS B during the AM and PM peak hours while accommodating all traffic from the existing Redwood Place, Golden Lane, and Louise Street. The consolidated movement also provides a safe and protected crossing for pedestrians to and from the Reno-Sparks Indian Colony (RSIC).

### **Safety**

The Mill Street corridor appears on the High Injury Network (top 25%). This section of roadway experiences reoccurring safety issues, such as unsafe driver maneuvers that lead to crashes and even fatalities. In particular, the corridor has a high frequency of pedestrian crashes and bike crashes. To reduce the number of crashes and to improve safety, the project is installing new sidewalks and reconstructing full width bike lanes.

### **Right-of-Way**

The Project is acquiring private property to construct the proposed improvements. The RTC performs acquisitions and relocation functions in accordance with state law and the federal Uniform Act of 1970. The right-of-way acquisition and relocation activities are ongoing. It is anticipated that 33 parcels are impacted to varying degrees; and four (4) potential businesses may need to be relocated.

### **Schedule and Cost**

Final design and right-of-way acquisitions are underway. Construction is anticipated to begin in early 2025. The total Project cost including design, permitting, obtaining easements and right-of-way, construction, and construction management – is approximately \$35 million. The Project is funded with local fuel tax revenue.

### **FISCAL IMPACT**

There is no fiscal impact related to this item

### **PREVIOUS BOARD ACTION**

10/20/2023 Approved Amendment No. 1 to the contract with Jacobs Engineering Group, Inc., for additional design services associated with a requested additional plan submittal, lighting study, and extended coordination with the right-of-way consultant team for the Mill Street Capacity and Safety Project, in the amount of \$439,510, for a new total not-to-exceed amount of \$1,978,850.



**REGIONAL TRANSPORTATION COMMISSION**

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Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/17/2024

**Agenda Item: 7.1.**

To: Regional Transportation Commission

From: Bill Thomas, Executive Director

**SUBJECT: Executive Director Report**

**RECOMMENDED ACTION**

Monthly verbal update/messages from RTC Executive Director Bill Thomas - no action will be taken.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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**REGIONAL TRANSPORTATION COMMISSION**

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Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/17/2024

**Agenda Item: 7.2.**

To: Regional Transportation Commission

From: Paul Nelson, Government Affairs Officer

**SUBJECT: Federal Report Discussion**

**RECOMMENDED ACTION**

Monthly verbal update/messages from Paul Nelson, RTC Government Affairs Officer on federal matters related to the RTC - no action will be taken.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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**REGIONAL TRANSPORTATION COMMISSION**

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Metropolitan Planning Organization of Washoe County, Nevada

**Meeting Date:** 5/17/2024

**Agenda Item: 7.3.**

To: Regional Transportation Commission

From: Tracy Larkin Thomason, NDOT Director

**SUBJECT: NDOT Report**

**RECOMMENDED ACTION**

Monthly verbal update/messages from NDOT Director Tracy Larkin Thomason or designated NDOT Deputy Director - no action will be taken.

**FISCAL IMPACT**

There is no fiscal impact related to this action.

**PREVIOUS BOARD ACTION**

There has been no previous Board action taken.

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