



NOTICE OF MEETING OF THE CARSON CITY REGIONAL TRANSPORTATION COMMISSION (RTC)

Day: Wednesday
Date: July 13, 2016
Time: Begins immediately after the adjournment of the Carson Area Metropolitan Planning Organization meeting that begins at 4:30 p.m.
Location: Community Center, Sierra Room, 851 East William Street, Carson City, Nevada

AGENDA

AGENDA NOTES: The Regional Transportation Commission is pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Regional Transportation Commission staff in writing at 3505 Butti Way, Carson City, Nevada, 89701, or ppittenger@carson.org, or call Patrick Pittenger at (775) 887-2355 as soon as possible (requests are required prior to 12:00 p.m. on July 11, 2016).

For more information or for copies of the supporting material regarding any of the items listed on the agenda, please contact Patrick Pittenger, Transportation Manager, at (775) 887-2355. Additionally, the agenda with all supporting material is posted under "Agendas & Minutes" at www.carson.org/agendas, or is available upon request at 3505 Butti Way, Carson City, Nevada, 89701.

AGENDA MANAGEMENT NOTICE: The Chair may take items on the agenda out of order; combine two or more agenda items for consideration; and/or remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

DISCLOSURES: Any member of the RTC Board may inform the Chair of his or her intent to make a disclosure of a conflict of interest on any item appearing on the agenda or on any matter relating to the RTC's official business. Such disclosures may also be made at such time the specific agenda item is introduced.

1. ROLL CALL AND DETERMINATION OF A QUORUM

2. PUBLIC COMMENT:

Members of the public who wish to address the RTC may approach the podium and speak on any matter relevant to or within the authority of RTC. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future RTC meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

3. APPROVAL OF MINUTES:

3.A **(For Possible Action)** June 8, 2016 Draft Minutes

4. PUBLIC MEETING ITEM(S):

4.A (For Possible Action) To approve contract 1516-129 Public Transportation Operating Service to MV Transportation, Inc. for the operation of all JAC Fixed Route and JAC Paratransit Services for \$734,447 for year one (October 1, 2016 – September 30, 2017); \$743,369 for year two (October 1, 2017 – September 30, 2018); and \$759,647 for year three (October 1, 2018 – September 30, 2019) to be funded from the transit account.

Staff Summary: The current transit operating contract began in October of 2010 and will be expiring in October of 2016. As required by regulations, staff issued a request for proposals soliciting bids from qualified contractors to enter into a new contract for an initial three-year period with three one-year extensions available following the successful completion of the initial contract term.

4.B (For Possible Action) To determine that Sierra Nevada Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1516-141 “Airport Road Improvements-Highway 50 to Woodside Project” for base bid of \$102,007 plus Alternate 3 price of \$103,920 for a contract price of \$205,927, plus a 10% contingency amount of up to \$20,593 for a total not to exceed amount of \$226,520 to be funded from the Street Repair Account as provided in FY 2017 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary to complete the Airport Road - Roadway Reconstruction Project. The project includes reconstructing Airport Road from Highway 50 to Woodside Drive. Items of work include but are not limited to removing the existing roadway section and repaving, adjusting utilities, and completing concrete driveway, curb and sidewalk improvements.

4.C (For Possible Action) To determine that Cruz Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1516-158 “Appion Way Reconstruction Project” for base bid of \$210,377.45 plus Alternate 2 price of \$79,788.25 for a contract price of \$290,165.70, plus a 10% contingency amount of up to \$29,016.57 for a total not to exceed amount of \$319,182.27 to be funded from Street Repair Account as provided in FY 2017 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary to complete the Appion Way - Roadway Reconstruction Project. The project includes reconstructing Appion Way from Bigelow Drive to California Drive. Items of work include but are not limited to removing the existing roadway section and repaving the road.

4.D (For Possible Action) To authorize the Transportation Manager to execute an amendment to cooperative agreement PR 569-14-063, between the Carson City RTC and the Nevada Department of Transportation (NDOT), for the Flashing Yellow Arrows Project and to authorize the Transportation Manager to sign future amendments to this agreement regarding time extensions.

Staff Summary: Additional funding from NDOT has been made available for the Flashing Yellow Arrows Project. In 2014, the project was approved for Federal Highway Safety Improvement Program (HSIP) funds to implement signal modifications including use of new traffic signal software, and construct sidewalk and curb ramp improvements at the intersections of North Carson Street and Winnie Lane and North Roop Street and East Robinson Street.

4.E (For Possible Action) To approve the RTC to submit two Transportation Alternatives Program Grant (TAP) applications to be submitted by the Public Works Department for South Carson Street and a section of the Freeway Multi-Use Path improvements.

Staff Summary: Public Works staff has prepared two applications for TAP funds for proposed improvements to Carson Street and the Freeway Multi-Use Path.

4.F (For Possible Action) To adopt a Resolution authorizing the filing of two applications for Federal Transit Administration (FTA) grants under 49 U.S.C. Chapter 53, submitted through CAMPO, and to authorize the RTC Chair to sign the FTA Fiscal Year 2016 Certifications and Assurances section of the RTC application for 5310 and 5339 funds.

Staff Summary: Staff has prepared applications for the fiscal year 2016 apportionment of FTA Sections 5310 and 5339 funds, the disbursement of which is determined by the Carson Area Metropolitan Planning Organization. Any funds received from the 5310 apportionment for Fiscal Year 2016 will be used to fund costs associated with operating the Jump Around Carson (JAC) transit system; any funds received from the 5339 apportionment for Fiscal Year 2016 will be used to fund capital costs associated with updating the JAC vehicle fleet.

4.G (Information only) TRAFCC Meeting update for meeting held on Thursday, June 23, 2016.

Staff Summary: To provide RTC and the public information about the TRAFCC Meeting held on Thursday, 23, 2016. A record of this meeting is available on the Carson City website under the Meetings Agendas and Recordings page.

5. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS (Non-Action Items):

5.A Street Operations Activity Report

5.B Project Status Report

5.C Future Agenda Items

6. BOARD COMMENTS (Information only):

Status reports and comments from the members of the RTC Board.

7. PUBLIC COMMENT:

Members of the public who wish to address the RTC Board may approach the podium and speak on any matter relevant to or within the authority of RTC. Comments are limited to three minutes per person per topic. If your item requires extended discussion, please request the Chair to calendar the matter for a future RTC meeting. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an Agenda as an item upon which action may be taken.

8. ADJOURNMENT: For Possible Action

The next meeting is tentatively scheduled for 4:30 p.m., Wednesday, August 10, 2016, at the Sierra Room - Community Center, 851 East William Street.

This agenda has been posted at the following locations on Thursday, July 7, 2016, before 5:00 p.m.:

City Hall, 201 North Carson Street

Carson City Library, 900 North Roop Street

Community Center, Sierra Room, 851 East William Street

Carson City Public Works, 3505 Butti Way

Carson City Planning Division, 108 E. Proctor Street

Douglas County Executive Offices, 1594 Esmeralda Avenue, Minden

Lyon County Manager's Office, 27 South Main Street, Yerington

Nevada Department of Transportation, 1263 S. Stewart Street, Carson City

City Website: www.carson.org/agendas

State Website: <https://notice.nv.gov>

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A regular meeting of the Carson City Regional Transportation Commission was scheduled to begin following adjournment of the Carson Area Metropolitan Planning Organization meeting on Wednesday, June 8, 2016 in the Community Center Sierra Room, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Brad Bonkowski
Commissioner Robert Crowell
Commissioner Mark Kimbrough
Commissioner Jack Zenteno

STAFF: Patrick Pittenger, Transportation Manager
Dirk Goering, Senior Transportation Planner
Hailey Lang, Transportation Planner
Graham Dollarhide, Transit Coordinator
Dan Yu, Deputy District Attorney
Tamar Warren, Deputy Clerk

NOTE: A recording of these proceedings, the commission's agenda materials, and any written comments or documentation provided to the Clerk, during the meeting, are part of the public record. These materials are available for review, in the Clerk's Office, during regular business hours.

1. CALL TO ORDER AND DETERMINATION OF A QUORUM (5:06:35) - Chairperson Bonkowski called the meeting to order at 5:06 p.m. Roll was called; a quorum was present. Vice Chairperson Smolenski was absent.

2. PUBLIC COMMENT (5:07:24) - Chairperson Bonkowski entertained public comment; however, none was forthcoming.

3. ACTION ON APPROVAL OF MINUTES - May 11, 2016 (5:07:37) - Chairperson Bonkowski entertained a motion. **Commissioner Kimbrough moved to approve the minutes. Commissioner Crowell seconded the motion. Motion carried 4-0.**

4. PUBLIC MEETING ITEMS:

4(A) POSSIBLE ACTION TO DETERMINE THAT SIERRA NEVADA CONSTRUCTION, INC. IS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, PURSUANT TO NRS CHAPTER 338, AND TO AWARD CONTRACT NO. 1516-142, "GONI ROAD AND CONVAIR DRIVE ROADWAY RECONSTRUCTION PROJECT," FOR \$436,007, PLUS A TEN PERCENT CONTINGENCY AMOUNT OF UP TO \$43,600.70, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$479,607.70, TO BE FUNDED FROM THE RTC FUND, AS PROVIDED IN THE FY 2017 BUDGET (5:08:01) - Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the agenda materials. Chairperson Bonkowski entertained questions or comments of the commissioners and of the public and, when none were forthcoming, a motion. **Commissioner Kimbrough moved to determine that Sierra Nevada Construction, Inc. is the lowest responsive and responsible bidder, pursuant to NRS Chapter 338, and to award Contract No. 1516-142, "Goni Road and Convaire Drive Roadway Reconstruction Project," for \$436,007, plus a ten percent contingency amount of up to \$43,600.70, for a total not-to-exceed amount of \$479,607.70, to be funded from the RTC Fund, as provided in the FY 2017 budget. Commissioner Crowell seconded the motion.** Chairperson Bonkowski entertained

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discussion on the motion and called again for public comment. When no further comment or discussion was forthcoming, Chairperson Bonkowski called for a vote on the pending motion.

RESULT:	Approved [4 - 0 - 1]
MOVER:	Commissioner Mark Kimbrough
SECOND:	Commissioner Robert Crowell
AYES:	Commissioners Kimbrough, Crowell, Zenteno, Chair Bonkowski
NAYS:	None
ABSENT:	Vice Chair Jim Smolenski
ABSTAIN:	None

4(B) POSSIBLE ACTION TO APPROVE AN INTERLOCAL AGREEMENT, BETWEEN CARSON CITY AND THE BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO, FOR \$40,000 A YEAR, THROUGH JUNE 30, 2018, FOR THE PURPOSE OF TECHNICAL ASSISTANCE WITH THE CARSON CITY PAVEMENT MANAGEMENT SYSTEM (5:12:19) - Chairperson Bonkowski introduced this item, and Mr. Pittenger reviewed the agenda materials. Following a brief discussion, Chairperson Bonkowski entertained public comment. When no public comment was forthcoming, Chairperson Bonkowski entertained a motion. **Commissioner Crowell moved to approve an interlocal agreement, between Carson City and the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno, for \$40,000 a year, through June 30, 2018, for the purpose of technical assistance with the Carson City Pavement Management System. Commissioner Zenteno seconded the motion.** Chairperson Bonkowski entertained discussion on the motion and, when none was forthcoming, called for a vote.

RESULT:	Approved [4 - 0 - 1]
MOVER:	Commissioner Robert Crowell
SECOND:	Commissioner Jack Zenteno
AYES:	Commissioners Crowell, Zenteno, Kimbrough, Chair Bonkowski
NAYS:	None
ABSENT:	Vice Chair Jim Smolenski
ABSTAIN:	None

5. INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS; FUTURE AGENDA ITEMS (5:17:47) - Chairperson Bonkowski introduced this item. Mr. Pittenger provided an overview of the tentative agenda for the July commission meeting, and responded to questions of clarification. Chairperson Bonkowski entertained additional future agenda items; however, none were forthcoming.

5(A) STREET OPERATIONS ACTIVITY REPORT (5:20:32) - Chairperson Bonkowski introduced this item. Mr. Pittenger reviewed the agenda materials, and responded to questions of clarification. Chairperson Bonkowski entertained additional questions or comments; however, none were forthcoming.

5(B) PROJECT STATUS REPORT (5:24:19) - Chairperson Bonkowski introduced this item. Mr. Pittenger reviewed the agenda materials, and responded to questions of clarification.

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6. COMMISSIONER COMMENTS (5:30:08) - Chairperson Bonkowski entertained commissioner comments. Commissioner Kimbrough commended staff on their promptness relative to programming in the new fiscal year. Chairperson Bonkowski echoed the commendation.

7. PUBLIC COMMENTS (5:30:51) - Chairperson Bonkowski entertained public comments; however, none were forthcoming.

8. ACTION ON ADJOURNMENT (5:30:57) - Commissioner Crowell moved to adjourn the meeting at 5:30 p.m.

The Minutes of the June 8, 2016 Carson City Regional Transportation Commission are so approved this _____ day of July, 2016.

BRAD BONKOWSKI, Chair



STAFF REPORT

Report To: The Carson City Regional Transportation Commission **Meeting Date:** July 13, 2016

Staff Contact: Graham Dollarhide, Transit Coordinator

Agenda Title: (For Possible Action) To approve contract 1516-129 Public Transportation Operating Service to MV Transportation, Inc. for the operation of all JAC Fixed Route and JAC Paratransit Services for \$734,447 for year one (October 1, 2016 – September 30, 2017); \$743,369 for year two (October 1, 2017 – September 30, 2018); and \$759,647 for year three (October 1, 2018 – September 30, 2019) to be funded from the transit account.

Staff Summary: The current transit operating contract began in October of 2010 and will be expiring in October of 2016. As required by regulations, staff issued a request for proposals soliciting bids from qualified contractors to enter into a new contract for an initial three-year period with three one-year extensions available following the successful completion of the initial contract term.

Agenda Action: Formal Action/Motion

Time Requested: 10 minutes

Proposed Motion

I move to approve contract 1516-129 Public Transportation Operating Service to MV Transportation, Inc. for the operation of all JAC Fixed Route and JAC Paratransit Services for \$734,447 for year one (October 1, 2016 – September 30, 2017); \$743,369 for year two (October 1, 2017 – September 30, 2018); and \$759,647 for year three (October 1, 2018 – September 30, 2019) to be funded from the transit account.

Background/Issues & Analysis

The RFP was distributed and published in the Nevada Appeal and Transit Talent on March 29, 2016. The proposals were opened at approximately 2:00 p.m. on May 9, 2016 at 201 North Carson Street, Carson City, Nevada 89701. Present during the opening were: Lisa Leuschner, MV Transportation; Dirk Goering and Graham Dollarhide, Public Works; Alana Mills, Finance Department; and Laura Tadman, Purchasing and Contracts.

Proposals were received from the following bidders.

Name of Proposers

MV Transportation

First Transit

McDonald Transit

National Express

Total For Three Years

\$2,237,463.00

\$2,513,880.46

\$2,537,379.00

\$2,682,690.31

From the initial four proposals received, two bidders—MV Transportation and First Transit—were identified as being in the competitive range and were asked to participate in a follow-up interview. The interview panel rated the two bidders interviewed, and MV Transportation scored ahead of First Transit in all but one category. Staff recommends award to MV Transportation, Inc. as the lowest responsive and responsible bidder pursuant to NRS Chapter 332.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Professional Services – Operating Contract; 225-3026-430.03-31.

Is it currently budgeted? Yes No,

Explanation of Fiscal Impact: If approved the above referenced account may be decreased by as much as \$2,237,463 from the Transit Fund over the period October 1, 2016 through September 30, 2019.

The Transit Fund will be reimbursed at 50% for most of this expense, with partial expense reimbursed at 80%.

Alternatives - N/A

Supporting Material

-Draft contract, Bid Tabulation Report

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1516-129
Title: Public Transportation Operating Services

THIS CONTRACT made and entered into this _____ day of _____, 2016, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and MV Transportation, Inc., hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, CONTRACTOR'S compensation under this agreement (does X_) (does not ___) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No.1516-129** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Regional Transportation Commission.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 The parties agree that the Scope of Work will be specifically described and hereinafter referred to as the "WORK." This Contract incorporates the following attachments, and a **CONTRACTOR'S** attachment shall not contradict or supersede any **CITY** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

2.1.1 **CONTRACTOR** agrees that the Contract Documents for RFP No.1516-129 including, but not limited to, the Notice to Proposers, Instructions to Proposers, Scope of Work/Technical Specification, Proposal Form, all RFP Attachments and RFP Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://ww.carson.org/currentbids>.

2.1.2 **CONTRACTOR** additionally agrees **CONTRACTOR'S** Bid Bond, Proposal, Proposal Summary, Executed Contract, Performance Bond, Labor and Material Bond, Certificate of Eligibility, Insurance Certificates, Permits, Notice of Award, Notice to Proceed and Executed Change Orders, hereinafter all referred to as **Exhibit A**, are incorporated herein and made a part of this Contract

For P&C Use Only

CCBL expires	_____
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

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2.CONTRACT TERM:

3.1 This Contract shall be effective from October 1, 2016, subject to Carson City Regional Transportation Commissions' approval (anticipated to be July 13, 2016) to September 30, 2019, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

3. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Finance Department/Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Cristina Russell, Vice President
MV Transportation, Inc.
5910 N. Central Expy., Suite 1145
Dallas, TX 75206
972-391-4600
cristina.russell@mvtransit.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Laura Tadman, Purchasing & Contracts Administrator
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137 / FAX 775-887-2107
LTadman@carson.org

4. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONTRACTOR** the Contract's compensation based upon the Scope of Work Fee Schedule for a not to exceed maximum amount of Seven Hundred Thirty Four Thousand Four Hundred Forty Seven Dollars and 00/100 (\$734,447) for year one (October 1, 2016 – September 30, 2017); Seven Hundred Forty Three Thousand Three Hundred Sixty Nine Dollars and 00/100 (\$743,369) for year two (October 1, 2017 – September 30, 2018); and Seven Hundred Fifty Nine Thousand Six Hundred Forty Seven Dollars (\$759,647) for year three (October 1, 2018 – September 30, 2019) for a total contract amount of Two Million Two Hundred Thirty Seven Thousand Four Hundred Sixty Three Dollars and 00/100 (\$2,237,463.00), and hereinafter referred to as "Contract Sum".

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Title: Public Transportation Operating Services

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of SERVICES not performed, or unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1516-129
Title: Public Transportation Operating Services

7.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any **SERVICES** called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or **SERVICES** or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this Subsection 7.5 survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONTRACTOR** shall satisfactorily complete **SERVICES** in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

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7.5.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with "**Section 19**".

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

10. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

INDEPENDENT CONTRACTOR AGREEMENT
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11.2 Except as otherwise provided in **Subsection 11.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. INDEPENDENT CONTRACTOR:

12.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

12.4 **CONTRACTOR**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13. INSURANCE REQUIREMENTS (GENERAL):

13.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.

13.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required

INDEPENDENT CONTRACTOR AGREEMENT
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evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

13.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701.

INDEPENDENT CONTRACTOR AGREEMENT
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13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

13.16 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

13.20.1 *Minimum Limits required:*

13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.

13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

13.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

13.21.1 *Minimum Limit required:*

13.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

13.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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13.22 PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)

- 13.22.1 *Minimum Limit required:*
- 13.22.2 One Million Dollars (\$1,000,000.00).
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 Discovery period: Three (3) years after termination date of this Contract.
- 13.22.5 A certified copy of this policy may be required.

13.23 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

13.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.00 each employee per accident for bodily injury by accident or disease.

13.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

14. BUSINESS LICENSE:

14.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services of this Contract.

CONTRACTOR will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

16. WAIVER OF BREACH:

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

17. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as

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a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

22. FEDERAL FUNDING:

22.1 In the event federal grant funds are used for payment of all or part of this Contract:

22.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

22.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

22.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not

INDEPENDENT CONTRACTOR AGREEMENT
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discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. GENERAL WARRANTY:

CONTRACTOR warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Regional Transportation Commission and only for the period of time specified in this Contract. Any SERVICES performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

26. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

27. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the

INDEPENDENT CONTRACTOR AGREEMENT
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respective parties hereto and approved by the Carson City Regional Transportation Commission. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1516-129
Title: Public Transportation Operating Services

28. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY

Chief Financial Officer
Attn: Laura Tadman, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
LTadman@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: _____
Nancy Paulson, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT
CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts

BY: Darren Schulz, Director
Public Works Department

Account #225-3026-430.03-31

By: _____

Dated _____

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1516-129
Title: Public Transportation Operating Services

Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR

BY: Cristina Russell, Vice President

FIRM: MV Transportation, Inc.

CARSON CITY BUSINESS LICENSE #: 16-18284

Address: 5910 N. Central Expy., Suite 1145

City: Dallas **State:** TX **Zip Code:** 75206

Telephone: 972-391-4600

E-mail Address: Cristina.russell@mvtransit.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)ss

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20__.

(Signature of Notary)

(Notary Stamp)

INDEPENDENT CONTRACTOR AGREEMENT
Contract No.1516-129
Title: Public Transportation Operating Services

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of July 13, 2016, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1516-129** and titled Public Transportation Operating Service. Further, the Regional Transportation Commission authorizes the Chairperson of the Regional Transportation Commission of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI, CHAIRPERSON

DATED this 13th day of July, 2016.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 13th day of July, 2016.

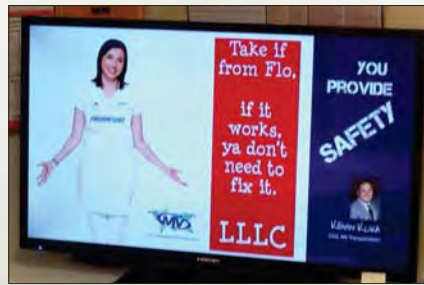


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*Proposal to Carson City Purchasing and Contracts
Proposal #1516-129
Public Transportation Operating Service
Proposal Due Date: May 31, 2016 @2:00 p.m.*



Contact: Ms. Cristina Russell, Vice President
Email Address: cristina.russell@mvtransit.com
Fax Number: (707) 446-4177

MV TRANSPORTATION, INC.
5910 N. Central Expressway | Suite 1145 | Dallas, TX 75206
P 972.391.4600
www.mvtransit.com

ELECTRONIC

PROPOSAL TO

Carson City Purchasing and Contracts

FOR

Public Transportation Operating Service RFP No. 1516-129

Dated: May 31, 2016



SUBMITTED TO:

Ms. Ms. Laura Tadman, CPPB
Carson City Purchasing and
Contracts Department
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775.283-7137

SUBMITTED BY:

MV Transportation, Inc.
*and all subsidiaries, joint ventures,
partnerships and affiliates*
Ms. Cristina Russell, Vice President
5910 N. Central Expy., Suite 1145
Dallas, TX 75206
Telephone: 972.391.4600
Fax Number: 707.446.4177

MV Transportation, Inc. is a federal contractor or subcontractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A. MV is an Equal Employment Opportunity/Affirmative Action Employer.



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Proposal to Carson City for Public Transportation
Operating Service, Proposal #1516-129 for the
City's Jump Around Carson (JAC) Service

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1. Cover Letter

May 27, 2016

Ms. Laura Tadman, CPPB - Purchasing and Contracts Administrator
Carson City Purchasing and Contracts
201 North Carson Street, Suite 3
Carson City, Nevada 89701

Dear Ms. Tadman:

MV Transportation, Inc. and all subsidiaries, joint ventures, partnerships and affiliates, (or "MV") greatly appreciates the opportunity to submit its proposal in response to Carson City for Public Transportation Operating Service, Request for Proposal #1516-129 for the City's Jump Around Carson (JAC) Service. The company understands the City has removed the maintenance option from its request for proposal; accordingly, MV's proposal does not include any maintenance program information. If the City would like to learn more of the company's FTA-compliant maintenance program, MV would gladly provide that upon City's request.

I am hopeful that MV's demonstrated breadth of experience and tenure in the industry, as well as in providing these services for the past 14 years offers assurance that it is a stable and qualified partner.

As required, MV's proposed operating plan contained herein is complete and accurate; it is reflective of MV's commitment over the past fourteen years in full support of the City's evolving transit system. MV's proposal discusses a plan to renew its partnership with the City to further strengthen its service.

Established Local Team

MV is pleased to propose Ms. Lisa Leuschner to continue as the general manager and Mr. Farrell Bonnar to continue as the operations/safety manager for the City's JAC services. Collectively, this team has more than 15 years of unmatched operational knowledge valuable to the City in the continued operation of the JAC transit system. Lisa and Farrell are conscientious and attentive leaders, they monitor all aspects of service operations, always striving toward timely, reliable, and efficient service. MV has provided below a brief overview capturing the system's successes - achieved in partnership with the City; these accomplishments clearly exhibit Lisa and Farrell's dedication to the success of the City's JAC transit system. In furtherance of their ongoing support of the City in these services, MV has included

Lisa and Farrell remain committed to the City's services through the next contract term.



Proposal to Carson City for Public Transportation Operating Service, Proposal #1516-129 for the City's Jump Around Carson (JAC) Service

commitment letters from both Lisa and Farrell at the end of this proposal document. This proposal for the new term includes wage increases for both managers in recognition of their performance on this contract and in an effort to ensure Carson City's managers are compensated effectively to support longevity in these positions, which are vital to the success of the service.

Partnership Successes

The list below captures some of the noteworthy successes accomplished in partnership with the City.

- Consistency in ridership growth - reaching more than 200,000 rides per year
- Assisted the City with the implementation of the new fixed route in 2005
- Minimal service complaints
- System passed all City and Federal audits
- No missed trips since 2004
- In 2004, initiated Medicaid system (auditing trips and billing reconciliation)
- MV serves as a transit leader in the community with the bridging of the Carson City Senior Center in providing service through a separate contract
- Working successfully with the City through the transition to Ecolane and Bishop Peak Technology
- Coordination of group trips to provide the necessary supplementation to Ecolane
- Vehicle maintenance coordination with the City staff
- Re-routing discussions with the City resulting in no missed trips

Regional Support Team

Mr. Mark Elias is the City's continued regional support advocate; in the new term, Mark is committed to meeting with the City quarterly to gauge MV's performance and ensure the company is meeting or exceeding all contract and City provisions. Mark's proactive efforts in support of the success of the City's JAC system throughout the contract term includes: 1) Negotiation of the employee union contract within 36 hours; 2) Negotiating three contract extensions aligned with City's project goals and budgetary parameters; and, 3) Provided assistance to General Manager Lisa Leuschner and her team to accommodate the City's increased service hours and extended service.

The City will continue to have access to a regional team, led by Mark. Collectively, this team brings nearly seven decades of experience in their respective fields, as depicted below.



Regional Team Member	Years of Experience
Mark Elias, Senior Regional Vice President	15 years of transportation industry experience
Andrew Higuera, Vice President of Safety	23 years of safety experience
Mark Shirley, Director of Accounting	16 years of finance and accounting experience
Katrina Moujabber, Regional Recruiter	15 years of staffing and recruiting experience

The City's system will have the benefit of the company's neighboring facility in Reno; this facility is in close proximity to the City's location and offers additional staffing resources, including a base training site for ongoing staff training, as needed.

New/Enhanced Offerings for the Next Contract Term

Transit Miner: This reporting software will interface with the City's Ecolane system to enhance the offering by providing customizable real-time views and reporting in addition to historical reporting to improve service scheduling and efficiency. Transit Miner allows the user to view system performance and export reports in PDF or CSV formats.

Data Driven Management – MV's KPI Dashboard: MV will also provide its operational dashboard reporting system which will give Lisa Leuschner and her team a view of key statistical data. This data is viewable from both tablets and computers, and shows real-time performance information. The dashboard reporting system client interface will be available to MV's clients at the end of 2016, and will extend monitoring capabilities to City staff.

Mobileye Collision Avoidance System: This device supplements the DriveCam on-board camera system to allow MV to provide improved safety performance in the new term. The Mobileye unit is a windshield-mounted camera that detects other vehicles, pedestrians, and lane divisions in real time by conveying an auditory announcement to the vehicle operator. MV has begun installation of this system in many of its operating locations and as a result, has yielded a significant reduction in the number of collisions.

DriveCam Video Surveillance System: MV will continue to provide DriveCam, an on-board camera system allowing the monitoring of operator performance for better service delivery and safety. MV uses DriveCam Managed Services for review of all clips; allowing MV's local management team to remain focused on successful service delivery. MV will equip all vehicles (adding the Arbocs) to ensure all buses have the same updated model in the new contract term.

Enhanced Exterior Washing Plan for Fixed Route Vehicles: MV recognizes the need to improve its washing plan for the City's fixed route vehicles. In the new term, MV commits to running each vehicle through the City's wash area nightly and conducting a thorough



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washing weekly. This plan is already in place. Additionally, MV will provide a pressure washer to serve as backup to the City's equipment and has identified a suitable coin operated wash on South Carson Street that will be used as secondary backup.

Additional Support Staff: The JAC system has grown significantly over the last contract term, necessitating an additional staff member for the dispatch office. MV proposes to add one (1) full-time dispatcher/customer service representative, who will be dedicated to call in-take, customer service, and administrative responsibilities. This initiative will allow the operations/safety manager to provide more service supervision and operations management.

New Customer Service Program: MV is excited to invite the City's staff to participate in and provide feedback on the company's new Customer Driven Service customer service training program. This new training will take place at the Carson City location in September 2016 and will be customized to include customer service scenarios specific to the JAC and JAC Assist services. The training will be facilitated by MV's Corporate Director of Learning and Development, Leslie Gorman and her team. A detailed summary on this training content has been provided in Section 8.2, *Passenger Sensitivity Practices*. MV can provide additional details at City's request.

Supplemental Service Vehicle: MV understands that the City will take delivery of new service vehicles in the new term; however, MV is prepared to offer to provide a 2013 Starcraft Allstar to assist with service reliability in the meantime. Should the City be interested in this option, pricing can be provided.

"Farrell and the telephone/call in staff as a whole are exceptional with customer service, compassion and support of the needs of this particular patient population, and are very responsive to questions, concerns, and or problems."

Martha S. Leuty, LCSW, Medical Clinical Social Worker - DaVita Carson City Dialysis

Closing

MV understands the City's interest in cost effective proposals and the difference between greatest value and low bid. The company is proud of its history in passenger transportation and offers high quality, high value service – delivered by highly competent and qualified personnel, at realistic and affordable costs. MV's proposal honors its Collective Bargaining Agreement and the true operating costs in this market. The company is confident that its proposed operating approach offers a competitive price and the best value for the City.



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I am the Company's assistant secretary and authorized agent as affirmed by the attached Board of Resolution included as an attachment to this proposal submittal. The City's primary contact for this procurement is Cristina Russell, vice president; she is also authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity). If awarded the contract, the Contracting Party will be MV Contract Transportation, Inc.

Cristina can be reached any time of day at (707) 474-7784 or cristina.russell@mvtransit.com. Additionally, Mr. Joe Escobedo, senior vice president will serve as your secondary contact; he can be reached any time of day at (623) 340-3209 or joe.escobedo@mvtransit.com. Please direct all correspondence related to this and all future procurements to MV's bid office located at 479 Mason Street, Ste. 221 Vacaville, CA 95688.

Thank you for your consideration; I encourage you to select MV Transportation as your continued partner for the provision of the Jump Around Carson Services. We look forward to working with you throughout this procurement.

Sincerely,

Amy Barry
Assistant Secretary

2. Overview of Business Operation

Major Business Functions

MV offers innovative solutions in passenger transportation to communities across North America. Its breadth of experience encompasses fixed route, flex route, shuttle, commuter, BRT, as well as disabled transportation/paratransit, demand response, brokerage and call center service, and non-emergency Medicaid transportation (NEMT/NET). Most of MV's operations include the provision of ancillary services, including (but not limited to) vehicle maintenance, trip reservations and scheduling/call center, operator training, transit technology and support, facility management and maintenance.

Record of Experience

Fixed Route, Flex Route, and Shuttle

MV operates fixed route, flex route, commuter bus, and shuttle services throughout North America. Its scope of operations comprises some of the largest privately operated in the nation. In Southern California, MV operates more fixed route and shuttle service than any other contractor, serving agencies including the Los Angeles Department of



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Transportation (LADOT), Los Angeles Metropolitan Transportation Authority (LA Metro), as well as numerous Cities within the greater Los Angeles Metropolitan area. The company's largest fixed route operations include: The CONNECTOR service for Fairfax County, Virginia; Las Vegas Transit, for the RTC of Southern Nevada; and, DASH and Commuter Express, for LADOT.

Paratransit and Demand Service

Operating more on-demand, reservation-based transportation than any other company, MV coordinates transportation services for multiple agencies and passenger groups in a manner that maximizes resources and controls costs. The company manages contracts operating demand-based transportation services across North America, serving diverse metropolitan areas as well as rural and suburban locations. Among its flagship operations, MV operates: Mobility Management Services paratransit program for Dallas Area Rapid Transit in Dallas, Texas; Metro-Access paratransit for Capital Metropolitan Transportation Authority in Austin, Texas; Access Paratransit for the Orange County Transportation Authority in Orange County, California; and, Access-a-Ride for New York City Transit, in New York.

History

With a dream of innovation and mobility, Feysan and Alex Lodde formed MV Transportation, Inc. in 1975. Then San Francisco limousine operators, the Loddies were compelled to make a difference in their home city, San Francisco, California.

The Loddies witnessed a growing need for improved mobility options, initially for persons with disabilities and those who were elderly. With two vans and a vision for the future, the Loddies approached City officials and formed an agreement to provide transportation to persons with disabilities.

As the need for MV's services grew, the company expanded – first within California, then into other states and new modes of transport. Along the way, major company milestones include:

- Acquisition of a controlling interest in Vallejo Citizens Transit Corp., one of the nation's oldest contracted fixed route services, formed in 1956 in California;
- Entry into the federal transportation market, with the operation of Ground Transportation for the Veterans Administration in 1998;
- Expansion into pupil transportation services in 2001;
- Emergence as a top campus shuttle innovator in its partnership with Microsoft Corporation in 2005

More than 40 years since its founding, MV Transportation, Inc. is the nation's premier passenger transportation contractor. The only American-owned transportation of its size



and scope, the company offers its customers best value in transportation management and operations. Delivering innovative transportation solutions, MV provides freedom of movement, safety, and a positive customer experience to the communities it serves.

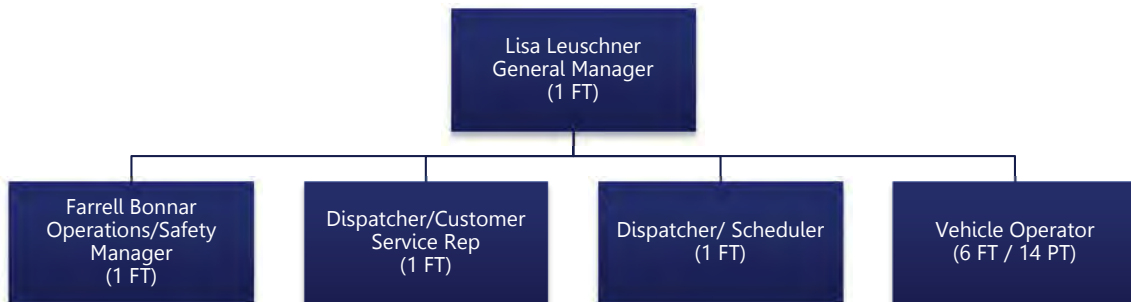
Organizational Structure

MV Transportation, Inc. is a C corporation that was incorporated in the State of California in 1978. The firm is headquartered in Dallas, Texas, where MV's executive team is based, as well as all company human resource, public relations, legal, and IT departments. The company also maintains support offices in Elk Horn, Iowa (accounting, qualifications, contract management, and risk management departments) and in Northern California (business development/sales department).

Today, MV operates in 29 states, and through its subsidiaries, internationally. Within North America the company has established operations, each with its own support structure consisting of directors of safety, maintenance (*as needed*), and accounting, as well as labor relations and human resources support.

3. Resume of Key Personnel

Local Team Organizational Chart



The personnel assigned to the operation of the City's community transit services is depicted in the organization chart above; the chart includes the number of staff for each position.

Job Descriptions

The following job descriptions provide a description of the duties and responsibilities of each of the assigned position assigned for the City's services.

Vehicle Operators

Vehicle operators are the critical interface to passengers and must appropriately represent the City's service. MV operators have a safety-first attitude, a professional and caring



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demeanor, and excellent people service skills. Vehicle operators respectfully and professionally respond to customer inquiries, providing information about the service and specific routes, as needed. Upon consent, operators respectfully assist passengers as they board the vehicle and aid those who agree to assistance in securing their mobility device.

The primary responsibility of the vehicle operator is to transport customers while adhering to safety regulations, traffic laws, operating policy, and scheduled time points. Fixed route operators are trained in the system routes, and are fluent in providing information regarding major stops, transfer points, and schedule information.

"Your drivers are kind and helpful and respectful of patients/riders."

Linda Doty, MSW, Renal Social Worker - Dialysis Clinic, Inc.

Paratransit operators are provided strict training in ADA regulation and are specially trained in passenger handling and those disabilities which may prevent a passenger from riding paratransit.

When operators report to work, they check in at dispatch, obtain their manifest, and vehicle assignment. Then, they proceed to the yard and perform a pre-trip inspection, coordinating with the supervisor and/or City maintenance team to correct any safety issues discovered. Once the pre-trip checklist is complete, operators are cleared for pullout.

All MV operators are trained in the proper use of the on-board technology, including tablets and must demonstrate proficiency in all dispatch communication procedures. Vehicle operators coordinate with dispatch regarding no shows, late cancellations, changes to manifests, vehicle malfunctions, accidents, and/or other disturbances.

Upon return to the yard, vehicles operators perform a post-trip inspection and submit all completed paperwork to dispatch.

General Manager (Lisa Leuschner)

The general manager is the daily operational liaison between MV and City. This person is MV's field representative and City's advocate. This person must work in partnership with City staff, the local team, MV's corporate support personnel, and the riding community to realize the mission and vision of the service.

This person is responsible for the safe and high quality operation of the transit system. This responsibility encompasses all efforts defined within the scope of work, including safety, training, maintenance, personnel oversight, operating performance, data collection, reporting, community relations, budgeting, accounting and finance, local purchasing, adherence to policy and procedure, contract administration, and more.



MV's general manager will meet with City staff often to provide updates on service quality, performance numbers, possible trends, and/or other statistics requested. In order to improve the ongoing education and training of its management team, MV requests that general managers attend periodic conference calls, training sessions, as well as regional and national meetings hosted by MV's support team.

Operations/Safety Manager (Farrell Bonnar)

The operations/safety and training manager supports the general manager in operational functions, and manages the location's safety and training program. This position monitors the safe and efficient operation of all vehicles to ensure high-quality service. He has the responsibility of directing the day-to-day operation of the transit system in compliance with the policies of the City and in conformance with MV procedures. He is responsible for performing road supervision and is dispatched to the scene of any breakdowns, incidents/accidents. He is charged with vehicle operator hiring, dispatch training, creates and distributes driver schedules, coordinates with maintenance, and manages mileage records.

The operations/safety manager ensures all safety manuals, programs, policies, and practices are current and meet the needs of the training divisions. He leads and assists in incident preventability determination and makes recommendations for future training based on individual events or on system trends. He resides as the expert in EPA and OSHA, CDL compliance and regulations. This position ensures that safety technology tools are used and those results examined, trend data is analyzed and plans are developed to reduce and prevent future safety incidents.

The operations/safety manager oversees corporate safety incentives and programs managed effectively and consistently, including assignment of Safety Points. It is vital that the safety manager create a consistent Safety Culture and emphasize the team approach and individual responsibility of all employees to achieve common safety goals.

He coordinates with MV's corporate and regional safety team to provide comprehensive and professional training for all local staff and is responsible for establishing the schedule and curriculum for on-going training. The operations/safety and training manager maintains all training documentation in the employees' files.

Dispatcher/Scheduler

The dispatcher/scheduler directs all on-road operations that occur from the daily pullout to return-to-yard. This position coordinates with vehicle operators while in service in order to monitor operations status, mitigate delays, and assist in resolving service disruptions.

The dispatcher/scheduler supervises operators, manages report times, assigns vehicles, and distributes bulletins and other information. The dispatcher/scheduler is a public facing member of MV's team and must provide positive and professional support to all



employees. He or she is trained in reasonable suspicion and are responsible for assessing fitness for duty.

"Your staff is always polite and cheerful when I call. I have observed your drivers to be most caring, helpful and respectful of our patients. They are good about informing us when there are patient related concerns."

Elaine McNeill, LSW, NSW-C of Fresenius Kidney Care

This person acts in compliance with the City policies in accordance with MV operating procedures. The dispatcher/scheduler monitors service delivery via radio/real-time GPS throughout the service day, working closely with operators and road supervisors to efficiently respond to service needs, including accidents and on-board emergencies.

The dispatcher/scheduler coordinates standby operators in the event that an operator does not report on time. The dispatcher/scheduler also helps coordinate with the maintenance

department for vehicle exchanges, maintenance pulls, and submission of vehicle inspection/defect forms. This person must have a strong working knowledge of all operations software in use for the City, including Ecolane, Bishop Peak Technology, and Transit Miner being proposed for the new term.

Dispatcher/Customer Service Representative

The dispatcher/customer service representative is primarily responsible for answering calls and interacting with the passenger base who are booking trips. This position is responsible for trip request intake using the Ecolane system and scheduling those trips at the time of the call.

The dispatcher/customer service representative provides superior customer service and is professional, patient, and responsive at all times. They are proficient in the use of Ecolane and maximize its use to minimize call time duration, and as a result shorten hold times.

The dispatcher/customer service representative accesses trip requests for both demand and subscription service. When necessary, they will negotiate trip times as permitted by the ADA, and as allowed by City policy. They will document denials as required.

This person must have a strong working knowledge of all operations software in use for the City, including Ecolane, Bishop Peak Technology, and Transit Miner being proposed for the new term.





Local On-Site Manager

Lisa Leuschner, On-Site Manager



MV is pleased to present Ms. Lisa Leuschner as the on-site general manager for Jump Around Carson (JAC) Service. Lisa has been the general manager of these services for the last eight years and is committed to the continued success of the City's services in the new term; a letter affirming Lisa's commitment to MV for the City's services is included. Lisa began her tenure with the JAC services in 2003 as a driver/dispatcher, became an operations manager in 2004, and was promoted to general manager in 2008. Lisa's invaluable knowledge of the passenger needs, service area, and City contract expectations is unmatched.

As the general manager, Lisa is responsible for employee oversight to include adherence to all company and City policies and procedures, oversight of employee hiring and training, assisting with route planning and implementation, collection of NDOT and FTA data for monthly reporting, development and providing input regarding routes for increased efficiency, complaint handling and processing, and oversight of coordination with City maintenance staff. Lisa is the City's primary contact and remains available to the City to discuss and/or address any concerns, service changes or additions. Among Lisa's noteworthy accomplishments - she coordinated linking internet service between the City and MV, effectively saving the City nearly \$3,000 annually. She also aided the City in creating audits for the Division of Aging Services – resulting in additional funding for the City.

Lisa's commitment to the City services through the next contract term includes the attendance of City Council Meetings and assistance with the annual senior bus pass renewals, including all reconciliation for audit readiness.

From 2002 to 2003, Lisa was a driver for Ormsby ARC; her responsibilities comprised transportation of passengers to their designated stops, assisting them with their baggage, and fare collection. Lisa also completed daily vehicle inspections, new employee training, and educating the community on using public transportation.

Prior to that, from 1998 to 2000, Lisa was a residential director for Educare; this position enabled her to hone in her passenger sensitivity skills. Lisa worked with passengers who were faced with physical or mental challenges, she conferred with parents, administrators, testing specialists, social worker, and other key stakeholders to develop individual educational programs for these clients. She managed the scheduling of up to 10 employees, resolved conflicts, operated within budget parameters, and conducted annual employee performance reviews. Lisa's accomplishments included her company and state policy compliance adherence enabling the group home to pass the state inspection.



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Lisa looks forward to the opportunity to continue in her role over the next contract term and will continue to serve as the company's representative in these services. Lisa will remain available to the City at all hours of service operations. Please see Lisa's resume and commitment letter at the end of this proposal document.

Farrell Bonnar, Operations/Safety Manager



Mr. Farrell Bonnar is MV's operations/safety manager for this service. In this role for four years, Farrell has remained a proactive leader in all functionalities of the JAC system. His efforts have affected a positive atmosphere for employees, City staff, service centers, and passengers alike. Farrell can be relied

upon for his friendliness, consideration, and genuine enjoyment with working with the community, employees, and centers. His knowledge has been in valuable in the recent implementation of Ecolane scheduling software for JAC Assist and Bishop Peak Technology for the JAC system. In the new term, Farrell, with MV's technology team, will lead the Transit Miner implementation and training.

Farrell's friendly demeanor creates and promotes positive employee morale.

"I appreciate your responsiveness and flexibility when I call frequently to coordinate travel times with our challenging dialysis treatment schedule." - Elaine McNeill, LSW, NSW-C of Fresenius Kidney Care

In 2012, Farrell was promoted to the operations/safety manager based on his commitment and ongoing dedication to the JAC services. In this role, he assists with administrative functions, including operator hiring and scheduling (backup and absentee), ticket voucher reconciliation and coordination, scheduling of group and subscription trips, review and coaching of DriveCam video clips, operator training, and the handling and follow-up of customer complaints. He schedules all dispatchers and vehicle operators for training and manages mileage records, as well as maintenance coordination with City's staff. Farrell also assists with road supervision; he clearly communicates remedies and rerouting of road closures in coordination with City staff. He also assists the City in organizing special events transportation planning (i.e. Nevada State Fair, emergency situations, or unique visitor arrivals).

Farrell joined MV's JAC services in 2011 as a dispatcher/customer service representative; his range of responsibilities comprised customer-facing directives, including but not limited to receiving and scheduling ride reservations, creating and maintaining accurate weekly and monthly reports. As a dispatcher, Farrell was the first line of support for on-the-road calls from vehicle operators seeking guidance and assistance. He provided





immediate response to any and all road obstructions, disturbances, and emergency settings. Farrell also assisted the general manager with all requested office administrative duties.

Prior to his career with MV, from 2002 to 2011, Farrell was a warehouse lead for F&M Mafco in Carson City. He held responsibility for in-house and off-field inventory control, installation of a bar code system, opening and closing the warehouse facility, ensuring contract compliance, quality assurance, product inspection, and employee training.

Farrell's in-depth system knowledge is extensive and supports his work in community outreach, staff scheduling, and service to key stakeholders. He is eager and is committed to administering positive directives in full support of the continued success of the City's JAC system. Please find Farrell's resume at the end of this proposal document; a copy of Farrell's commitment letter is provided along with Lisa's.

Corporate Support

Mark Elias, Senior Vice President of Operations

Mr. Mark Elias is MV's senior vice president overseeing the Northwest region. Promoted to this role in 2015, Mark will continue to serve as MV's executive level representative for the City's operation, and will oversee and provide ongoing support to MV's On-Site Manager Lisa Leuschner to ensure adherence of contract compliance comprising ridership, quality of service, route performance, safety and security, emergency preparedness, coordination with City maintenance staff, vehicle cleaning, and fare collection. Mark will oversee service quality for this contract and confirm that MV is living up to the promises made in this proposal. He leads the regional support team assigned to this contract, and will have authority over resource commitment and oversight.

Mark's commitment in providing service transparency to the City includes scheduled quarterly visits with the City in the new contract term.

Mark brings to this project nearly 15 years of transportation management experience, including direct experience with MV's operations in the Pacific Northwest. He oversees the Company's operations in Northern California, and the Pacific Northwest.

Andrew Higuera, Vice President of Safety

Andrew Higuera is the vice president for safety at MV Transportation. Joining MV in 2002 as a regional safety manager, Andrew's span of responsibility has grown over the years. Throughout his tenure at MV, Andrew has promoted excellence in safety and customer service. His strong operational and customer relations expertise landed him assignments at some of MV's largest transit operations – including the positions of risk manager and customer service manager at operations in the Phoenix, Arizona area.



Andrew and will continue to remain available to the local JAC team to ensure all state, federal, and City safety initiatives are adhered to.

Andrew oversees all safety and security programs and initiatives for his region, coordinating with his team of regional safety directors and local management teams. He works with MV's operations and maintenance support (*as needed*) to ensure MV is compliant with all regulatory requirements relating to health, safety, and security. Andrew personally schedules and/or conducts safety audits and inspections, and provides safety-related support for new start-up operations. He also works with MV's executive team to develop and enact company-wide safety policies.

4. References

The company has provided three references of contracts that are similar systems to that of the City's JAC services.

Petaluma Transit, City of Petaluma (Petaluma, CA)



MV has provided fixed route public transportation services for the City of Petaluma since 2000. In 2011, MV was awarded a contract for the City's paratransit service along with a third contract term for the fixed route services. These services, comprising 16 vehicles, collectively form Petaluma Transit. MV is responsible for operations, maintenance, dispatching, reservations, and scheduling.

MV provides its proprietary AVL/GPS dispatch and reporting system, TimePoint, for the fixed route service, as well as kiosk displays posted at the City's Copeland Transit Mall. For the paratransit service, MV uses Trapeze software for reservations, scheduling, and dispatching. MV also provides its proprietary real-time reporting system, Smart Alert Messenger (SAM).

Please contact Mr. Joe Rye, transit manager at (707) 778-7421 or jrye@ci.petaluma.ca.us as a reference for this contract.

Canby Area Transit, City of Canby (Canby, OR)



MV began operating Canby Area Transit (CAT) system in 2011. This system comprises fixed route, general public dial-a-ride, paratransit services, and weekday shopper shuttle services.

MV delivers service with a mixed fleet of 15 gas and diesel vehicles. MV provides management, staff, and operations. The City provides vehicle maintenance.

The City may contact Ms. Julie Wehling, transit director at (503) 266-4022 ext. 251 or wehlingj@ci.canby.or.us as a contact for these services.



Go West Shuttle, City of West Covina (West Covina, CA)

MV began operating the City of West Covina's Go West Shuttle service in 2014. Operating within West Covina city limits and serving portions of Los Angeles County, this service comprises two service components:

- Fixed route service, which is available to the general public and operates on three (3) routes.
- Dial-A-Ride service, which is available to seniors aged 55 and older or to eligible persons with disabilities. The Dial-A-Ride program is available to persons 55 years or older and persons with certified disabilities.

MV provides the Trapeze system to support efficient dispatching, scheduling, and reservations. MV operates and maintains a mixed fleet of 11 propane and CNG fueled vehicles.

The City may contact Mr. Chris Freeman, assistant city manager at (626) 939-8443 or chris.freeman@westcovina.org for questions or information on MV's performance for this contract.

Client List

Please find the company's list of clients for the last five years at the end of this proposal document.

5. Completed Financials

Please see MV's confidential audited Financial Statements for 2014–2015 enclosed separately in a sealed envelope included with the original proposal submittal. The Company's financial position is solid, and has strengthened over the last two years as evidenced by the increase in working capital and working capital current ratios. The Company has the financial resources and wherewithal to meet its financial obligations. For more information regarding the financial viability of MV, please contact Mr. Robert Pagorek, chief financial officer, at (972) 391-4641.

6. Defaults or Legal Actions

MV is proud of the longstanding relationships that it has formed with the agencies it serves. MV Transportation, Inc., nor its subsidiaries, joint ventures, partnerships, or affiliates, has ever defaulted on a contract in its entire history. While the Company has had a handful of contracts where a revised expiration date was negotiated, the firm has neither failed to complete a contract nor has it had a contract cancelled due to failure to comply with contract obligations.



7. Accident Claims

MV Transportation operates more than 10,000 vehicles in more than 150 locations. Over the past three completed years and first quarter of 2016, MV has experienced a total of 43,607 incidents (\$66.2 paid); of those claims, 168 (18.7M paid) were in excess of \$100,000. There is presently no litigation – including those identified above – against the company which is not subject to insurance coverage or which MV believes would threaten the financial stability of the company or its ability to perform any of its contractual obligations. The details of current and pending claims and litigation are confidential; if the City requires more information on claims for the purpose of evaluating MV, please contact Mr. Bob Hargis, Executive Vice President of Risk Management at (712) 764-3720.

MV has provided a confidential three year history of past closed/resolved accident claims paid out in the state of Nevada at the end of this proposal document.

7.1. Vehicle Cleaning Plan

The company's cleaning plan accounts for the washing of paratransit vehicles using the City's wash rack at least three times a week as is the current practice today. Recently, MV has instituted an enhanced cleaning plan for the fixed route vehicles and this plan will remain in place for the new term. The fixed route vehicles are run through the wash rack each night at the end of shift by the vehicle operators and will be thoroughly cleaned each Sunday. MV's proposal for the new term includes a pressure washer to serve as backup to the City's facilities. Additionally, MV has identified a wash facility on South Carson Street to be used as backup to ensure vehicles are kept clean according to MV's contract with the City. The company's vehicle cleaning procedures along with a cleaning checklist form has been provided as an attachment as required in Section 6.1.2.10.9.

8. Firm's Understanding and Ability

8.1. Operations Plan

The company will manage and operate the Carson City's Jump Around Carson (JAC) services from the City's facility located at 3303 Butti Way, Building #1 at no cost to the service. MV's operations plan for the City's JAC Assist Dial-A-Ride and JAC Fixed Route systems is immediately following.

Customer Service

Telephones will be staffed by dispatchers available for reservations and information calls from 8:00 a.m. to 5:00 p.m. every weekday, from 8:00 a.m. to 4:30



p.m. on Saturdays. The City-provided voice mail system will record any reservations requests outside of these business hours (and on specified holidays). Trip reservations will be accepted up to 14 days in advance.

The dispatch team answers calls in the order they are received, and with the same standard greeting: "Thank you for calling JAC Assist how may I assist you today?" All staff personnel must attend MV-administered Customer Driven Service customer service training, where they learn professional and respectful telephone skill and effective communication techniques.

Paratransit Reservations & Scheduling

Trip Reservations

If the customer is interested in making a trip reservation, the reservationist asks them for his or her name or ID number, looks up their profile in Ecolane, and confirms their eligibility to use the service.

The reservationist creates a new trip in Ecolane, recording the pickup and/or dropoff locations. Common departure/arrival destinations can be saved in the customer profile screen of Ecolane. If the trip is to or from a new destination, the reservationist will record the location information in Ecolane, reading it back to the caller to confirm accuracy.

If the trip request can be accommodated, trip details including pick up times are confirmed with the passenger. The reservationist inquires about any special assistance needed, such as carrying bags, and includes this information in the comment section of the manifest so that the operator may provide assistance within the program policies.

Once all of the trip details are recorded, the reservationist submits the trip request and Ecolane presents the reservationist with the best available options for scheduling the trip. If the trip cannot be scheduled at the exact time requested, the reservationist attempts to negotiate a trip within one hour of the originally requested time.

If the trip cannot be successfully negotiated, the dispatching staff documents the trip as a denial pursuant to ADA regulations, and offers the passenger the opportunity to be placed on a standby list.

At the end of each call, the customer is thanked for their business.

**MV's full-time
dispatcher/customer service
representative will take all
reservation requests in the
new contract term.**



Subscription Trips

Subscription trips are provided pursuant to ADA regulation and City service policy regarding the maximum allowable percentage of subscription trips. Dispatch staff reviews subscription service monthly to confirm it does not exceed service requirements. MV can provide City with a list of subscription service pick-ups and drop-offs, their schedule, and productivity.

Planning for Productivity and On-Time Performance

Dispatcher/scheduler schedules trips on specific routes based on time and location of trips. The Ecolane software examines potential routes for the next day, as well as recently scheduled trips, and then books the trip or presents the reservationist with conflicts to be negotiated.

It is critical to appropriately negotiate demand trips to fit well with the subscription trips that are already scheduled. In order to provide a superior reservations process MV employs the following:

- Scripting – It is important to hire dispatcher/schedulers with a strong customer service background. It is equally important to give them tools to help them work with passengers to find solutions that help both the customer and the organization. Therefore, MV has developed scripts that a dispatcher can use when negotiating times for trips.
- Reservations training – MV trains its reservations teams in best practices for Ecolane use, and how to leverage MV reports, monitors, and procedures to achieve success. This training arms MV's team with the tools needed to optimize service.

Trip Changes and Cancellations

When a customer requests a same-day trip change or cancellation, the dispatcher/scheduler looks up the trip information in Ecolane, and initiates the change. If the change is a same day request, the customer service/dispatcher initiates the change notifies the dispatcher and the vehicle operator.

Scheduling Procedures

Once reservations are closed for the day, the dispatcher/schedulers review the next days' routes for efficiency, and begins the batching process in Ecolane.

"Your office staff is always responsive and assists with my many requests for changes in schedules for dialysis patients."

**- Linda Doty, MSW,
Renal Social Worker
- Dialysis Clinic, Inc.**



During the trip batching process, Ecolane examines all trips and adjusts routes based on trip times and location. This process maximizes productivity while ensuring on time performance is maintained.

Once this process is completed, the dispatcher/scheduler reviews all routes to ensure that schedules are attainable, yet productive.

When the routes are finalized, the dispatcher/scheduler confirms and assigns vehicles and operators to each route and determines their appropriate start-times (based on geography and time of day).

Once all routes are assigned, operator assignments are exported from Ecolane.

Day of Service

Operator Check In

When the operator reports to the facility, he or she will check in at dispatch. The general manager or on-duty supervisor will be present, along with MV's dispatch team. The operator will be marked as present and provided his or her vehicle assignment, any written notices regarding service adjustments, changes, or announcements, and assessed for "fit for duty". This review includes a uniform check, reasonable suspicion evaluation, and a review of each operator's license.

Standby Operators, Protection Vehicles, and Backup Service

MV's supervision and safety programs will minimize the number of delays, preventable incidents, and roadcalls experienced in the system; however, MV's team will be prepared for these unfortunate events should they occur.

Extraboard Operators

Extraboard operators are available as backup when operators do not arrive to work on time and as scheduled due to vacation or illness. Upon becoming aware of a driver deficiency, the dispatcher places a call to an extraboard operator alerting them of the available shift. When they arrive at the facility, they are provided route paddles to assist them in throughout the service day.

Backup Vehicles

Backup vehicle are pre-tripped vehicles that are parked at the operating facility. These vehicles are available for use in the event of a service disruption such as a vehicle incident or roadcall. MV offers to provide a spare vehicle for the City's use



in the new term, should the City be interested in this option pricing can be provided.

Service Delivery

Fixed Route

A dispatcher will be on during all hours of service to respond to issues and monitor service.

Upon arrival at the first stop, the operator will change the vehicle head sign from "Out of Service" to the proper route number and name. If the operator is early, he or she will not leave the stop until the first scheduled departure time.

The operator will proceed to the next stop at the scheduled departure time. MV's dispatch team will continually monitor service delivery through the Bishop Peak Technology interface in order to quickly resolve any issues that arise and answer any questions regarding vehicle status from passengers.

Paratransit

Throughout the service day, the Ecolane tablets will guide the operator along the route, notifying him or her of the next scheduled stop. As the operator performs trips using the arrive/depart buttons on the unit, the information is transmitted and the route is updated in Ecolane.

Dispatchers continually track vehicle status and monitor service delivery throughout the service day in Ecolane.

If the passenger does not appear, the operator alerts the passenger of their arrival by knocking at the door. If the passenger still does not appear, the operator uses the tablet to request that the dispatcher call the passenger. If the passenger does not arrive within 5 minutes after the scheduled pick-up time has passed, the dispatcher authorizes a no show and documents the event, and instructs the operator to move to the next stop.

Mobility Device Securement

Providing safe transportation to persons in mobility devices is essential to the success of the JAC services, especially with the high number of wheelchair boardings experienced by the City's system. These passengers generally require a greater level of time and attention by the driver. This proper attention of the driver is critical to ensure the mobility device is properly secured so as to make sure the customer enjoys a safe ride. Wheelchair securement procedures are as follows:

The vehicle must be parked at least 18 inches from the curb, with the vehicle in park and the parking brake engaged. The driver opens the door and prepares the



mobility device securement area. The lift is then deployed pursuant to specific lift procedures.

Drivers will assist the passenger in boarding the lift; all passengers will be loaded on the lift facing away from the vehicle. The driver will ensure that the brake on the mobility device is engaged, and will secure the lift safety strap. The driver must then communicate to the passenger that operation of the lift is going to begin after confirming that they have secured their brakes and are ready. Maintaining their hand on the mobility device, the driver raises the lift to the top of the lift platform. Once the lift is in place, the driver will maneuver the passenger into the vehicle and position the chair in preparation for securement. Once the passenger is in place in the securement area, the driver will request permission to begin securement procedures.

Upon consent, the driver will secure the mobility device at strength securement points; the driver will never attach securement straps to spokes or other loose components. The driver checks that the straps are secure and tight, and then requests permission to place the shoulder belt and lap restraint over passenger. Upon consent, these personal restraints are secured, and the driver notifies the passenger that they are ready to depart.

As part of MV's Driver Evaluation program, Farrell will perform spot checks of mobility device securement to ensure procedures are properly followed.

Road Supervision

Mr. Farrell Bonnar is responsible for road supervision and the dissemination of critical information, such as service changes and system announcements to the operator team. He serves as the go-to resource in the field for MV's operator team. With the additional dispatch office team member proposed for the new term, frequency of road supervision will be increased in the new term.

He performs incident investigations, administers drug and alcohol testing procedures, responds to roadcalls, and resolves passenger disputes as needed. Based on his findings reports for these various activities, progressive discipline will be administered pursuant to the collective bargaining agreement.

Farrell will perform operator evaluations to ensure that each operator is safely and correctly performing his or her job. Road observations are performed discreetly (and unannounced) without disruption to service, and include the following review types:

- **Observed Ride Checks:** Observed ride checks are on-board evaluations of an operator's customer service and safety skills. Areas that are evaluated include safe vehicle operation and professional passenger interaction. During this



Proposal to Carson City for Public Transportation Operating Service, Proposal #1516-129 for the City's Jump Around Carson (JAC) Service

check, the operator's credentials are checked to ensure proper certifications are up to date and in the operators' possession.

- **Unobserved Service Checks:** Unobserved service checks are random inspections that assess operators' driving and safety skills from the road. Road Supervisors perform these checks from their service vehicle (following the operator). Operators typically are unaware that these evaluations are being performed.
- **Mobility Device Securement Spot Checks:** These random inspections are on-vehicle reviews of an operators' ability to safely and properly secure a mobility device. The supervisor meets the operator at a location where a passenger using a mobility device is being picked up, boards the vehicle, and closely observes the manner in which the mobility device is secured.
- **Pullout Inspections:** Pullout inspections are unannounced and occur daily. A supervisor that is stationed in the yard confirms that the operator is in proper uniform, has the appropriate credentials on his or her person, and is prepared for service that day. The supervisor then checks the vehicle to confirm it is clean and ready for service.

End of Operator Shift

When the operator has completed his or her shift, he or she will notify dispatch and head to the yard. The operator ending his or her shift will perform a walkthrough of the vehicle to collect any items left on board and dispose of any trash. Then the operator will perform a post trip inspection.

Transit Miner Reporting System

The company is offering Transit Miner for the City's JAC Assist dial-a-ride paratransit services in the new contract term; this system is a scalable, cloud-based business intelligence solution that interfaces with Ecolane to provide real-time and historical reporting. This reporting package provides both a real-time and a historical look into system performance using a variety of dashboard options, allowing the team to make effective decisions for the City's JAC services. Transit Miner offers easy, customizable data exports capabilities into PDF or CSV formats. This system is HIPAA compliant and secure.



Data Driven Management – MV's KPI Dashboard

In an ongoing effort to improve the oversight of MV operations at all levels, the company launched an operational dashboard reporting system. Using a role-based user access model, the dashboard provides hierarchical views of key performance data to users, based on position in the organization. Managers can view key data relating to their location; regional can access data for regions within their assigned region; and corporate support teams can view data across all locations. Viewable from tablets, iPads, and computers, MV's team can review how each location is performing at any time, from anywhere.



Dashboard Sample



Pop up Data Detail

Powered by the Microstrategy Enterprise Analytics Platform, the reporting dashboard interfaces with MV's key data collection systems to aggregate and present data in meaningful views. This approach to data drive operations management assures MV customers that all levels of the company's leadership clearly understand how your services are performing. Moreover, these tools give clear direction on where and when corporate resources need to be applied in order to remediate service challenges.

While this system is under ongoing development, dashboard reports are available to include those relating to service safety, reliability, maintenance/fleet reliability, and staffing needs. MV projects customer access to this system will be available by the end of 2016.

8.2. Passenger Sensitivity Practices

MV places great importance on operator sensitivity and safeguarding the dignity of its passengers. MV's state-of-the-art, customized ADA Sensitivity Training Program is tailored to each contract and emphasizes courtesy, understanding, and the operator's responsibility to serve all passengers, regardless of background or disability.



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Practice and role-playing sessions are held with trainees to foster an experiential understanding of the challenges of navigating the system as a visually impaired passenger or as one who uses a mobility device. Video and classroom training is augmented by the involvement of representatives from the community, local advocacy groups, and care facilities.

Operator training includes the study of different types of disabilities and mobility aids so that operators properly learn how to handle each one professionally and with utmost care. Training emphasizes how passengers in mobility devices generally require a greater level of time, attention, and particular sensitivity by the operator. It explains how the proper securement of the mobility device is critical to providing a safe, enjoyable ride for the passengers. To ensure ongoing safety for passengers, training and monitoring in this area extends beyond the initial training period.

"From day one working with Farrell and his team at JAC ASSIST they have done nothing but take the right steps in educating themselves, learning patients and understanding for people that most don't take the time to notice."

Royal Good, Site Supervisor – Accessible Space, Inc.

Customer Training Program

The company will provide a new customer service training program to all staff of the JAC services in the new term. The training focuses on understanding the needs of the passengers, how to make the best first impression, meeting passenger expectations, and recognizing and managing passenger challenges.

Understanding the diverse needs of its customer base, as well as its passengers, MV began work on creating a new, fully customizable customer service program to meet the specific needs of each of its services.

Created by Director of Learning and Development Leslie Gorman, Customer Driven Service is an interactive training program that bridges traditional customer service concepts and transit operations. The training redefines the hierarchy of the operation, placing the customer at the center, educates trainees on the value of a customer-centric organization, and provides trainees a roadmap to create a culture of customer service.

The training is delivered across three modules – each addressing the critical components of how customer service drives quality transportation.



Creating a Culture of Customer Service: This module defines the customer and includes interactive sessions to discuss how we, as customers, want to be treated. It explains the power of making generalizations, the power of words, and how we can control the first impressions that our customer have of us.

Taking Care of Our Customers: This module delves into the importance of meeting expectations, defining the seven expectations of our passenger base (reliability, safety and security, convenience and accessibility, clean and comfortable, understandable, affordably, friendly and empathetic). The session is rounded out with group exercises focusing on what we can each do to excel in customer service as we represent MV, and a discussion on how to create a positive experience for our customers.

Resolving Service Breakdowns: The final module addresses conflict resolution and dealing with angry customers. It educates trainees on the five steps to resolving conflict (listen - apologize - ask what you can do for the customer - propose a solution - repeat until you find a solution that works). The training includes interactive sessions on the importance of clarity and explanation when delivering service, and provides trainees methods of exceeding customer expectations.

"Many of our patients are elderly; many have physical or other disabilities. It seems you take extra effort to accommodate these individuals making sure their JAC Assist rides are timely and taking extra care to ensure patients do not have to wait long periods after their dialysis for rides home.."

- Linda Doty, MSW, Renal
Social Worker - Dialysis
Clinic, Inc.

8.3. Maintaining Excellent Client Relationship

MV has enjoyed the relationship it has formed with the City and its staff for the past fourteen years. In confirm continued transparency between the City and MV in providing these services, Mr. Mark Elias will continue to serve as the City's regional contact. Mark remains committed to contributing to the overall success of the City's JAC services. In the new term, Mark will be available to meet with City staff to provide knowledgeable insight, performance standards, and service quality assurances.



8.4. Meeting Federal Transit Administration Requirements

MV and its subsidiaries have been providing passenger services for more than 60 years in compliance of all urban public transit requirements as it relates to the Federal Transit Administration.

9. Copies of Policy Manual and Procedural Documents

MV has provided as attachments to this proposal submittal the following listed documents, included in the 100 page limit at the end of this proposal document:

- System Standards; Personnel Policies and Procedures
- Driver's Handbook
- Drug and Alcohol Testing Policies and Procedures
- Training Programs - including name(s) of individuals/agencies that will provide defensive driving and passenger sensitivity training
- Risk Management Policy and Safety plan
- Comment/complaint procedures
- Vehicle Inspection Procedures and Checklist Form
- Vehicle Cleaning Procedures and Checklist Form
- Service Transition Plan
- Price Proposal/Proposal Breakdown, Attachment D
- Certifications and Other Required Forms, Attachment F

"I have nothing but praise, admiration, and respect for everyone that I have had the pleasure of working with because they have earned my trust and most importantly the trust of those who are vulnerable, scared and fragile..."

**Royal Good, Site Supervisor –
Accessible Space, Inc.**

MV TRANSPORTATION, INC.

SECRETARY'S CERTIFICATE

January 29, 2016

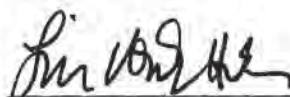
The undersigned, being the Secretary of MV Transportation, Inc. (the "Company"), hereby certifies, in her capacity as the Secretary of the Company, the following:

1. The following officers have been duly appointed by the Board of Directors to the office set forth opposite their name:

Brian Kibby, Chief Executive Officer
Kevin Klika, President / Chief Operating Officer
Robert Pagorek, Chief Financial Officer
Beth Prunier, Chief Sales Officer
Gary Coles, Chief Sales Officer
Lisa Winston Hicks, Secretary
Amy Barry, Assistant Secretary

2. The officers listed herein are authorized, in the name and on behalf of the Company, to submit proposals and enter into and bind the Company to contracts with respect to Requests for Proposal consistent with internal approval requirements.

IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate to be effective as of the date set forth above.



Lisa Winston Hicks, Secretary

Lisa Leuschner

General Manager

Ms. Lisa Leuschner is MV's proposed general manager for the Jump Around Carson (JAC) Service.

Experience

General Manager, MV Transportation, Inc. (Carson City, NV)

2008 to Present

- Interpreting and implementing company policies and developing operating procedures to facilitate division operations
- Maintain excellent communication between client and MV Transportation
- Collate daily information into monthly reports to complete accurate and timely billings to client
- Generate reports to provide accurate number of specific types of passengers to provide necessary information to client
- Responsible for monthly Paratransit, Fixed Route, NDOT, FTA, FTA vehicle maintenance, DAS and revenue reports
- Input daily payroll and create Hours By group report.
- Hire and arrange training of new drivers and personnel
- Supervise 16 drivers and 1 dispatch personnel
- Implementation of new route system
- Develop and design and time schedules for new maps
- Assisted in route planning and implementation
- Increase efficiency according to time schedule to lower costs
- Plan vehicle scheduling, allocation, and licensing and communication functions in accordance with established policies
- Manage concerns and address any complaints
- Monitor DVI's for any issues or concerns
- Inspection of service vehicles and schedule vehicle repair and PM's needed
- Answer phones, schedule rides, dispatch and schedule drivers
- Work with city to include our office on their internet at no cost to improve GPS tracking for fixed route saving division approximately 3000 a year
- Implement DriveCam - resulting of increased driver awareness increasing on-road safety
- Create reports to assist Carson City for Division of Aging Services audit, establishing Carson as a recipient of transportation funding

Commercial/Professional Driver, Ormsby ARC (Carson City, NV)

2002 to 2003

- Transported passengers on scheduled routes to local and distant points according to time schedule

Lisa Leuschner

General Manager

- Assisted passengers with baggage
- Collected tickets and cash fares
- Regulated heating, lighting, and ventilating systems for passenger comfort
- Complied with local traffic regulations
- Reported delays and accidents
- Inspected bus and checked gas, oil and water before departure
- Maintained high standards of excellence
- Assisted subordinates and supervisors in identifying and resolving
- Training of new drivers and personnel
- Taught people within the community how to utilize public transportation

Residential Director, Educare (Carson City, NV)

1998 to 2000

- Managed and operated an intensive care facility for mentally challenged residents
- Conferred with parents, administrators, testing specialists, social workers, and others to develop individual educational program for clients
- Considered individual requirements, physical, emotional and educational levels of development
- Created learning materials geared to client ability and interest
- Instructed clients to improve sensory-motor and perceptual-motor development, perception, memory, language, cognition, social, and emotional development
- Supervised 5-10 employees, scheduled work hours, resolved conflicts, and determined salaries
- Prepared and processed more than six individual reports per client, life skills, behavior, academic, progress, strengths, and areas needing improvement.
- Demonstrated skillful communication and negotiation skills
- Maintained high standards of excellence with billings, budget, and finances
- Earned company recognition for employee of the month for State of Nevada for bringing group home up to code to pass state inspection

Farrell Bonnar

Operations/Safety Manager

Mr. Farrell Bonnar is MV's proposed operations/safety manager for the Jump Around Carson Services.

Experience

Operations Manager, MV Transportation, Inc. (Carson City, CA)

2012 to Present

- Assisted in instituting and implementing Ecolane scheduling system for JAC service
- Responsible for Drive am management and coaching
- Increased contact with Dialysis and patients to facilitate necessary services
- Increased working rapport with City maintenance to assure all vehicle maintenance needs are met
- Plan vehicle scheduling and routing
- Works with passengers and employees to ensure service quality
- Respond to any challenges or emergency situations
- Review and revise driver schedules to increase efficiency to lower cost
- Maintain daily, weekly, and monthly reports; ensuring accuracy for Aging and Disability
- Interpret and implement company policies
- Expedite communication between management and field employees

Dispatcher/Customer Service Representative, MV Transportation, Inc. (Carson City, CA)

2011 to 2012

- Scheduled and accepted telephone reservations by passengers
- Created and maintained daily, weekly, and monthly reports; ensuring accuracy
- Dispatched in service operators
- Responded to any challenges or emergency situations
- Assisted with office functions

Warehouse Lead, F&M Mafco (Carson City, NV)

2002 to 2011

- Inventory control
- Installed bar code system for inventory
- Open and close of warehouses
- Travel to all warehouses for inventory control
- Ensured contract compliance
- Worked with passengers and employees and ensured quality service
- Supervised and inventoried and audited all products shipped by warehouse employees
- Responsible for training of new employees

Farrell Bonnar

Operations/Safety Manager

Education and Training

- Served in the U.S. Navy
- Reasonable Suspicion for Supervisors Training
- Elder Abuse Awareness Training
- Preventing Workplace Harassment
- Hazardous Material Shipping training
- CPR training

**MV TRANSPORTATION, INC.**

April 30, 2016

Mr. Patrick Pittenger
3505 Butti Way
Carson City, CA 89701

Dear Mr. Pittenger,

Please consider this letter as my expressed and continued commitment to oversee and manage JAC and JAC Assist for MV Transportation, Inc. (MV). I have worked for MV since 2003 and am committed to the company and its direction.

MV and I take great pride in providing the City and the riders of the service with safe and reliable transportation and I am proud of the accomplishments and successes of the system during my tenure.

It is MV's philosophy to work collaboratively with its client agencies to ensure it aligns with your goals to provide our passengers with the very best and safest transportation possible. I am fortunate to have forged, what I feel is, a strong working relationship with you as MV's General Manager and am excited about the ways this positive relationship can improve overall service for the passengers of the system.

In the next contract term, the MV team and I are fully committed to serving our community and its citizens and to the continued development of MV's operators and management team. I fully endorse MV in its bid and have assisted our team in the preparation of the proposal.

Best Regards,

Lisa Leuschner
General Manager
MV Transportation, Inc.



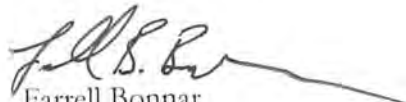
May 23, 2016

Mr. Patrick Pittenger
3505 Butti Way
Carson City, CA 89701

Dear Mr. Pittenger,

Please consider this letter as my expressed and continued commitment to oversee and manage JAC and JAC Assist for MV Transportation, Inc. (MV). I am dedicated to MV and company's direction for the system in the new term and am excited about the ways that MV can work with the City to further enhance these services for our citizens.

Best Regards,


Farrell Bonnar
Operations Manager
MV Transportation, Inc.

MV's List of Clients (past 5 years)

Account Name: Account Name	Contract Name	Service Start	Service End	Service Type	First Name	Last Name	Title	Phone	Fax	Email	Mailing Address
Abbott Laboratories	Abbott Labs Shuttle Service	1/1/2009	Present	Private (Corporate) Shuttle	Diane	Lopez	Manager, Corporate Fleet	(224) 667-3317		diane.lopez@abbott.com	100 Abbott Park Road, Abbott Park, IL 60064 USA
AbbVie Inc.	AbbVie, Inc. Shuttle Services	10/16/2014	Present	Private (Corporate) Shuttle	MARGARET	LAUTEN	Junior Corporate Purchasing Agent	(847) 938-6695		margaret.lauten@abbvie.com	1401 Sheridan Road, North Chicago, Illinois 60064 Cook
Access Services	Access Services Specialized Services - San Fernando Valley	7/1/2002	Present	Paratransit	Shelly	Verrinder	Deputy Executive Director	(231) 270-6081	(213) 324-6182	verrinder@asila.org	3449 Santa Anita Ave., 2nd Floor, Los Angeles, CA 90071
Access Services	Parents with Disabilities Program	6/1/2013	Present	Paratransit	Mike	Greenwood		(213) 270-6000		greenwood@accessla.org	3449 Santa Anita Ave., 2nd Floor, Los Angeles, CA 90071
Access Services	Access Services Inc. Overflow	7/1/2009	6/30/2013	Paratransit	Steven	Chang	Contract Administrator	(231) 270-6081	(213) 324-6182	chang@asla.org	6200 South Syracuse Way #200, Greenwood Village, CO 80111
Access2Care	Subcontractor Agreement to Provide Transportation	5/1/2014	Present	NEMT/NET	Edgar	Martinez	CAPP program manager	(855) 584-3530		edgar.martinez@evhc.net	218 SE 24th Street, Gainesville, FL 32641 USA
Alachua County Coordinated Community Transportation Provider	Metropolitan Transportation Planning Organization for the Alachua County State's Attorney's	10/1/2003	Present	Paratransit	Robert	Lee	Witness Management	(352) 264-6707		ldroberts@alachuacounty.us	120 W University Ave, Gainesville, FL 32602
Alameda	Witness Shuttle	5/15/2010	9/30/2012	Public Shuttle	Blanche	Woods	Public Works Department	(352) 337-6240	(352) 381-0132	woodsh@sao8.org	2263 Santa Clara Avenue, Alameda, CA 94501
Alameda	Fixed Route Shuttle Service for the Alameda Paratransit Program	3/22/2010	Present	Fixed Route	Matthew	Naclerio		(510) 749-5890	(510) 749-5867	gpayne@alameda.ca.us	1411 East 31st St B Wing, 4th Floor, Oakland, CA 94602
Alameda Medical Center	Alameda County Medical Center	7/1/2004	9/28/2012	Private Shuttle	Andrea	Works	Administrative Analyst	(510) 535-7555	(510) 535-7542	rmoore@amedctr.com	1333 Broadway Suites, 220 and 300, Oakland, CA 94612 United States
Alameda Transportation Commission (Alameda CTC)	Emergency Wheelchair and Scooter Services and Hospital	7/1/2011	Present	Public Shuttle	Naomi	Armenta	Paratransit Coordinator	(510) 208-7469		narmenta@alamedactc.org	2241 Harvard Street, #100, Sacramento, CA 95815-3305
Alta California Regional Center	Alta California Regional Center	7/1/1991	Present	Regional Center	Timothy	Swank	Transportation Coordinator	(916) 978-6512	(916) 978-7368	tswank@altarregional.org	1280 S. Anaheim Blvd., Anaheim, CA 92802
Anaheim Transportation Network	Anaheim Resort Transit Service	7/25/2009	7/31/2014	Public Shuttle	Diana	Kotler	Executive Director	(714) 563-5287	(714) 563-5289	dkotler@atnetwork.org	3600 Dr. Martin Luther King Jr Avenue, Anchorage, AK 99507
Anchorage	AnchorRIDES - Municipality of Anchorage	7/1/2007	Present	Paratransit	Susan	Shiffer	Contract Administrator	(907) 343-6331		shiffersm@ci.anchorage.ak.us	5530 E. Northern Lights Blvd., Anchorage, AK 99504 USA
Anchorage School District	Pupil Transportation Services	12/2/2011	Present	Schoolbus	Chuck	Moore	Director	(907) 742-1219	(907) 742-4006	moore_charles@askd12.org	9530 East Northern Lights, Anchorage, AK 99504
Anchorage School District	The Child in Transition/Homeless Project	8/1/2007	6/30/2015	Public Shuttle	Dave	Mayo-Kiely	Director of Children in Transportation	(907) 742-3832	(907) 742-3830	mayo-kiely.david@askd12.org	2100 3rd Ave, Anoka, MN 55303-2265
Anoka	Anoka County Traveler Transit	8/1/2010	8/29/2015	Multimode	Tim	Kirchoff	Transportation	(763) 422-7088	(763) 323-5556	tim.kirchoff@co.anoka.mn.us	Municipal Building 206 Claremont Avenue, Ashland, OH 44805
Ashland	Ashland Public Transit Service	1/2/2014	Present	Paratransit	Patti	Schumaker	Assistant to the Mayor	(419) 289-8622	(419) 289-9613	schumaker.patti@ashland-ohio.com	2924 Donahoe Drive, Ashtabula, OH 44004
Ashtabula Commissioners	Ashtabula County Transportation System (ACTS)	1/1/2004	Present	Multimode	Adam	Hooser	Mobility Manager	(440) 994-2033		adam.hooser@fs.ohio.gov	6500 Palma Street, Alacadero, CA 93442
Atascadero	Atascadero Transit	7/1/2014	Present	Paratransit	Dawn	Patterson	Public Works	(805) 470-3180		dpatterson@atascadero.org	450 Bryant St. Palo Alto, CA 94303
Avenidas	Avenidas	7/1/2002	Present	Public Shuttle	Ginger	Johnson	Director of Operations	(650) 328-5362	(650) 691-1119	gjohnson@avenidas.org	PO Box 400 70 Collier St 3rd Flr, Barrie, ON L4M4T5 CAN
Barrie	Barrie Transit	7/1/2015	Present	Multimode	Dan	Burton	Manager of Transit	(705) 739-4220	(760) 256-1528	dan.burton@barrie.ca	220 Mountain View, Barstow, CA 92311
Barstow	Barstow Area Transit	8/3/2003	8/31/2014	Multimode	Jason	Shaw	Transportation	(760) 255-5170		jslaw@barstowca.org	3312 Hwy 365 Box 272, Nederland, TX 77627
Bechtel-Jacobs CEP Port Arthur Joint Venture	Motiva Crude Expansion Project Shuttle Service	5/5/2008	3/1/2012	Fixed Route	Roy	Wileman	Logistics Coordinator	(409) 984-2995	N/A	rwileman@bechtel.com	311 Sacramento St, Vallejo, CA 94590
Benicia	Benicia Transit	7/1/2001	6/30/2011	Multimode	Jeanine	Wooley	Temporary	(707) 553-7224	(707) 648-4260	jwooley@ci.vallejo.ca.us	2600 Hilltop Dr "D", Richmond, CA 94806
Berlex Biosciences, a Division of Berlex, Inc.	Bayer Employee Shuttle	9/1/2005	Present	Private Shuttle	Robert	Rozett	Manager	(510) 660-4745		robertrozett@berlex.com	8300 Santa Monica Bl, West Hollywood, CA 90069-6216
Beverly Hills	Fixed Route, Dial A Ride and Trolley Transportation Services	8/1/2002	Present	Paratransit	Perri Sloane	Goodman	Social Services & Transportation	(323) 848-6370	(323) 848-6565	pgoodman@weho.org	345 Foothill Road, Beverly Hills, CA 90210
Beverly Hills	Trolley Transportation Services	8/1/2002	Present	Paratransit	Martha	Eros	Transportation Planner	(310) 285-2542	(310) 858-5965	meros@beverlyhills.org	460 Gregory Street, Black Hawk, CO 80422
Black Hawk	Black Hawk Tramway	1/1/2008	12/31/2015	Fixed Route	Tom	Isbester	Director of Public	(303) 582-1324	(303) 582-2295	tsbester@cityofblackhawk.org	460 Gregory Street, Black Hawk, CO 80422
Black Hawk	Black Hawk Tramway	1/1/2008	Present	Fixed Route	Tom	Isbester	Director of Public	(303) 582-1324	(303) 582-2295	tsbester@cityofblackhawk.org	275 E. Olive Ave., Burbank, CA 91510
Burbank	Burbank Bus Transit Operation	8/1/2011	Present	Fixed Route	Adam	Eimmer	Transportation Services	(818) 238-3359	(818) 238-5351	aemmer@ci.burbank.ca.us	2627 N. Hollywood Way, Burbank, CA 91505
Burbank Bob Hope Airport	Courtesy Shuttle Services	11/1/2015	Present	Airport Shuttle	Tom	Janowitz		(818) 219-0795		tjanowitz@bur.org	100 Civic Center Way, Calabasas, CA 91302
Calabasas	Calabasas Transit Operations and Maintenance	8/19/2011	Present	Fixed Route	Hali	Goktaped	Asst. Transportation Planner	(818) 224-1673	(818) 225-7338	hgoktaped@cityofcalabasas.com	891 Mountain Ranch Road, San Adreas, CA 95249
Calaveras	County of Calaveras	7/1/2003	6/30/2011	Fixed Route	Jamie	Azarvand	Transportation Planner	(209) 754-6401		jazarvand@co.calaveras.ca.us	3801 West Temple Avenue, Pomona, CA 91768 USA
California State Polytechnic University	CA State Polytechnic Univ Shuttle	7/1/2015	Present	Public Shuttle	David	Flores	Senior Coordinator, Rideshare and Transportation Parking	(909) 869-3233	(909) 869-3001	davidflores@cpp.edu	601 Carmen Drive, Camarillo, CA 93010
Camarillo	Camarillo Area Transit (CAT)	8/30/2010	9/30/2012	Multimode	Roc	Pulido	Traffic Engineer	(805) 388-5346	(805) 388-5387	rpulido@ci.camarillo.ca.us	123 NW 2nd Avenue, Canby, OR 97013
Canby	Canby Area Transit (CAT)	7/1/2011	Present	Multimode	Julie	Welsh	Transit Director	(503) 266-4022	(503) 263-6284	welsh@ci.canby.or.us	215 Lynnough Road/PO Box 1988, Hyannis, MA 02601
Cape Cod Regional Transit Authority	Transit Management Services	10/1/2011	Present	Multimode	Thomas S.	Cahir	Administrator	(508) 775-8504	(508) 775-8513	tcahir@capecodrta.org	2250 Florida Blvd, Baton Rouge, LA 70802 USA
Capital Area Transit System, Baton Rouge LA	CATS Transit Implementation Management Plan (TIMP)	12/9/2013	Present	Management	William J.	Deville	Project Manager/COO	(225) 389-8920	ext 3114	wjdeville@brgov.com	

MV's List of Clients (past 5 years)

Account Name: Account Name	Contract Name	Service Start	Service End	Service Type	First Name	Last Name	Title	Phone	Fax	Email	Mailing Address
Capital Metropolitan Transportation Authority	BRT, UT Shuttle & Fixed Routes Contracted Services	10/1/2015	Present	Fixed Route	Dottie	Watkins	Contract Performance Manager	(512) 389-7484		dottie.watkins@capmetro.org	2910 E. 5th St., Austin, TX 78702
Capital Metropolitan Transportation Authority	Capital Metro Contracted Paratransit Services	8/15/2012	Present	Paratransit	Rafael	Villarreal	Contract Performance Manager	(512) 389-7484		rafael.villarreal@capmetro.org	2910 E. 5th Street, Austin, TX 78702
Capitol	Capitol Summer Shuttle	5/23/2009	Present	Public Shuttle	Rick	Lovely	Transportation	(310) 952-1779	(310) 952-1783	rlively@carson.ca.us	801 E. Carson, Carson, CA 90746 US
Carson	Carson Circuit Fixed Route	1/1/2016	Present	Fixed Route	Patrick	Pittenger	Transportation Manager	(775) 887-2355	(775) 887-2112	ppittenger@carson.org	3505 Butti Way, Carson City, NV 89701
Carson City	Jump Around Carson Fixed and Paratransit Services (IAC)	7/1/2002	Present	Multimode	Ray	Boylston	Transit Services	(919) 462-2080	(919) 388-5806	ray.boylston@townofcarly.org	316 N. Academy Street, Cary, NC 27513 US
Cary	Cary Transit (C-TRAN)	10/1/2010	Present	Multimode	Ray	Boylston	Transit Services	(919) 462-2080	(919) 388-5806	ray.boylston@townofcarly.org	316 N. Academy Street, Cary, NC 27513 US
Cary	Cary Transit (C-TRAN)	10/1/2010	Present	Multimode	Ray	Boylston	Transit Services	(919) 462-2080	(919) 388-5806	ray.boylston@townofcarly.org	316 N. Academy Street, Cary, NC 27513 US
Central Florida Regional Transportation Authority d/b/a LYNX	LYNX Neighborhood Flex Route Service	10/1/2010	Present	Deviated Fixed Route	Timothy M.	May	Interim Manager of Paratransit Operations	(407) 254-6055	(407) 254-6475	tmay@golynx.com	2500 LYNX Lane, Orlando, FL 32804 USA
Central Florida Regional Transportation Authority d/b/a LYNX	Access Lynx	3/18/2002	Present	Paratransit	Timothy M.	May	Paratransit Operations	(407) 254-6055	(407) 254-6475	tmay@golynx.com	2500 LYNX Lane, Orlando, FL 32804 USA
Cerritos	Cerritos on Wheels and Dial-A-Ride	4/8/2004	6/30/2013	Multimode	Torrey	Contreras	Director of Community	(562) 860-0311	(562) 860-0311	tcontreras@cerritos.us	18125 Bloomfield Drive, Cerritos, CA 90703
Charles County Commissioners	Van GO	7/1/2007	10/31/2012	Multimode	Jeff	Barnett	Chief of Transportation	(301) 934-0102	(301) 934-0107	barnettj@charlescounty.org	8190 Port Tobacco Road, Port Tobacco, MD 20677
City of San Ramon	Professional Service Agreement	10/1/2015		Public Shuttle							
Clarisonic	Clarisonic Passenger Transportation Services	10/31/2011	Present	Public Shuttle	Mary	Bergstrom	Facilities Manager	(425) 285-4000			Pacific Bioscience Laboratories, Inc. 17275 67th Court, Redmond, WA 98052 United States
Commission for the Transportation Disadvantaged	CTD Trip and Equipment (Grant as CTC Designation)	7/1/2005	Present	Paratransit	Steven	Holmes	Executive Director	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us	605 Suwannee Street, MS 49, Tallahassee, FL 32399
Commission for the Transportation Disadvantaged	CTD Alachua County Community Transportation Coordinator	7/1/2003	Present	NEMT/NET	Steven	Holmes	Executive Director	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us	605 Suwannee Street, MS 49, Tallahassee, FL 32399
Commission for the Transportation Disadvantaged	Emergency Subcontracted Transportation Provider	5/1/2014	2/28/2015	NEMT/NET	Steven	Holmes	Executive Director	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us	605 Suwannee Street, MS 49, Tallahassee, FL 32399
Commission for the Transportation Disadvantaged	Emergency Subcontracted Transportation Provider	5/1/2014	2/28/2015	NEMT/NET	Steven	Holmes	Executive Director	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us	605 Suwannee Street, MS 49, Tallahassee, FL 32399
Commission for the Transportation Disadvantaged	Emergency Subcontracted Transportation Provider	5/1/2014	2/28/2015	NEMT/NET	Steven	Holmes	Executive Director	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us	605 Suwannee Street, MS 49, Tallahassee, FL 32399
Commission for the Transportation Disadvantaged	Emergency Subcontracted Transportation Provider	5/1/2014	2/28/2015	NEMT/NET	Steven	Holmes	Executive Director	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us	605 Suwannee Street, MS 49, Tallahassee, FL 32399
Commission for the Transportation Disadvantaged	Emergency Subcontracted Transportation Provider	5/1/2014	2/28/2015	NEMT/NET	Steven	Holmes	Executive Director	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us	605 Suwannee Street, MS 49, Tallahassee, FL 32399
Commission for the Transportation Disadvantaged	Emergency Subcontracted Transportation Provider	5/1/2014	2/28/2015	NEMT/NET	Steven	Holmes	Executive Director	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us	605 Suwannee Street, MS 49, Tallahassee, FL 32399
Commission for the Transportation Disadvantaged	Emergency Subcontracted Transportation Provider	5/1/2014	2/28/2015	NEMT/NET	Steven	Holmes	Executive Director	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us	605 Suwannee Street, MS 49, Tallahassee, FL 32399
Commission for the Transportation Disadvantaged	Emergency Subcontracted Transportation Provider	5/1/2014	2/28/2015	NEMT/NET	Steven	Holmes	Executive Director	(850) 410-5700	(850) 410-5752	steven.holmes@dot.state.fl.us	605 Suwannee Street, MS 49, Tallahassee, FL 32399
Compton	Compton Renaissance Transit System	9/8/2003	Present	Fixed Route	John	Strickland	Transportation Planner	(310) 605-5505	(310) 605-5585	jstrickland@comptoncity.org	205 South Willowbrook Avenue, Compton, CA 90220
Dallas Area Rapid Transit (DART)	Mobility Management Service Delivery Contract	10/1/2012	Present	Paratransit	Doug	Douglas	Vice President Mobility Management Services	(214) 828-6728	(214) 828-6632	ddouglas@dart.org	101 N. Peak, Dallas, TX 75266-7271
Decatur Public Transit System	Transit Management	7/1/2014	Present	Management	John	Williams	Mass Transit	(217) 424-2820		jwilliams@decaturil.gov	555 E. Wood St., Decatur, IL 62523 USA
Delaware Transit Corporation	Transit Management	11/10/2014	Present	Fixed Route	Peggy	Tartaglia	Contract Supervisor	(302) 576-6120	(302) 577-2704	peggy.tartaglia@state.de.us	119 Lower Beach Street, Suite 100, Wilmington, DE 19805-4440
Detroit Department of Transportation (MDOT)	Management Services for the Detroit DOT	8/12/2013	Present	Management	Dan	Dirks	Director	(313) 833-7670		dandirks@detroitmi.gov	1301 E. Warren, Detroit, MI 48207 USA
Dinuba Area Regional Transit (DART)	Dinuba Transit	10/1/2009	Present	Multimode	Bianca	Beltran	Public Works Director	(559) 591-5924	(559) 591-5923	bbeltra@dinuba.ca.gov	1088 Kamm Ave, Dinuba, CA 94618
Downey	DowneyLink Fixed Route	7/1/2002	Present	Fixed Route	John	Oskoul	Assistant City Manager	(562) 904-7236	(562) 904-7236	jokoul@downeyca.org	7850 Quill Drive, Downey, CA 90241 USA
Earadat Transportation LLC	Management and Operation	1/7/2012	1/6/2015	Other	Mustafa	Jalal	General Manager	966 3 827 3050	966 3 827 5393	mustafa.jalal@earadat.com	PO Box 2010, Dammam, Eastern Province 31451, Kingdom of Saudi Arabia
El Paso	Transit and LIFT System	11/1/2012	Present	Paratransit	Julio	Perez	Paratransit Services	(915) 212-3005	(915) 564-5569	perezj@elpasotexas.gov	5081 Fred Wilson, El Paso, TX 79906
ElderCare of Alachua County, Inc.	Public Transit Service (Senior Commuter, Fixed Route, ADA Complementary Paratransit and Dial-a-Ride Operations)	1/1/2003	Present	Paratransit	Jeffrey	Lee	Manager of Program	(352) 265-9040	(352) 265-9041	leejb@shands.ufl.edu	5701 NW 34th Street, Gainesville, FL 32605
Elk Grove	Commuter, Fixed Route, ADA Complementary Paratransit and Dial-a-Ride Operations	1/2/2005	Present	Multimode	Jean	Foletta	Transit Systems Manager	(916) 887-3030	(916) 698-3173	jfoletta@elkgrovetcity.org	8401 Laguna Palms Way, Elk Grove, CA 95624 (division) 957
Elko Area Transit Service	Elko County Transit	10/1/2013	Present	Multimode	Abigail	Wheeler	Transit Coordinator	(775) 748-0359	(775) 753-8535	awheeler@elkocountynv.net	571 Idaho Street 105, Elko, NV 89801 US
Emeryville Transportation Management Association (ETMA)	Shuttle Operation and Maintenance Services for Emery Go-Round, West Berkeley Shu	3/1/2013	Present	Private (Corporate) Shuttle	Roni	Hatrup	Director of Finance and Operations	(925) 937-0980 ext 212		roni@gray-bowen.com	1676 N. California Blvd. Suite 400, Walnut Creek, CA 94596 United States
Englewood	Arts Shuttle	1/1/2010	Present	Public Shuttle	Harold	Stitt	Director	(303) 762-2341	(303) 783-6895	hstitt@englewoodgov.org	1000 Englewood Parkway, Englewood, CO 80110
Fairfax	FASTRAN Paratransit Services	11/1/2002	Present	Paratransit	Glenn	Padeway	FASTRAN - Division	(703) 324-7060	(703) 803-8166	glenn.padeway@fairfaxcounty.gov	12011 Government Ctr, Fairfax, VA 22035
Fairfax	Operation and Maintenance Services-Fairfax Connector Bus	6/28/2009	Present	Fixed Route	Jeffrey	Cox	Transit Services Division	(703) 877-5618		jeffrey.cox@fairfaxcounty.gov	Centerpointe 1 Office Building 4050 Legato Road 4th Floor, Fairfax, VA 22033-2867
Fairfield	Fairfield-Suisun Transit	11/1/1998	Present	Multimode	Nathan		Transportation	(707) 434-3804			

MV's List of Clients (past 5 years)

Account Name: Account Name	Contract Name	Service Start	Service End	Service Type	First Name	Last Name	Title	Phone	Fax	Email	Mailing Address
Foothill Transit	Foothill Transit Fixed Route from Inwdale Facility	7/15/2007	6/30/2012	Fixed Route	Doran	Barnes	Executive Director	(626) 931-7200	(626) 931-7300	dbarnes@foothilltransit.org	100 South Vencent Ave, Suite 200, West Covina, CA 91732
Ford Point	Ford Point Shuttle	11/1/2006	Present	Private (Corporate)	Michelle	Heredia	Executive Assistant	(510) 758-7690		mheredia@ortondevelopment.com	3049 Research Drive, Richmond, CA 94806
Foster	Passenger Transportation Services	4/16/2001	Present	Paratransit	Colleen	Fae	Recreation Coordinator	(650) 286-3378		cfae@fostercity.org	650 Shell Blvd, Foster City, CA 94404
FPI Management, Inc.	Bracher Senior Apartments	1/1/2012	Present	Private (Corporate) Shuttle	Rene	Regino	General Services Manager Housing	(408) 361-4610	(408) 361-4662	rener@haassc.org	505 W. Julian Street, San Jose, CA 95110
Fremont	Delivery of Paratransit Services	7/1/2003	Present	Paratransit	Shawn	Fong	Paratransit Program Manager	(510) 574-2033	(510) 574-2054	sfong@ci.fremont.ca.us	3300 Capitol Avenue Building B, Fremont, CA 94538
Fresno	Demand Responsive Paratransit	12/17/2005	2/17/2013	Paratransit	Kenneth	Hamm	Director of	(559) 621-1440	(559) 448-1065	kenneth.hamm@fresno.gov	2223 G Street, Fresno, CA 93706
Fulton	Health and Human Services Transportation Services	11/1/2011	Present	Paratransit	Kun	Suwanarpa	Interim Director, Public Works	(404) 612-7400		director.dwr@lultoncountyga.gov	141 Pivor St, SW, Suite 6001, Atlanta, GA 30303
Gainesville	ADA Complementary Paratransit	10/1/2002	Present	Paratransit	Mildred	Crawford	RTS ADA Coordinator	(352) 334-2450		crawfordma@cityofgainesville.org	100 SE 10th Ave, Gainesville, FL 32601
Georgia Department of Human Services	Coordinated Transportation Services in Gwinnett and Rockdale	7/1/2013	6/30/2014	Paratransit	Willie	Moon	Official Issuing Officer (Buyer)	(404) 657-6000	(404) 657-8444	willie.moon@dohs.ga.gov	207 Piedmont Ave SE, Atlanta, GA 30334 USA
Georgia State University, Auxiliary and Support Services	GSU Panther Express Shuttle	7/1/2013	Present	University/College Shuttle	Michael	Sproston	Purchasing Manager	(404) 413-3154	(404) 413-9525	msproston@gsu.edu	Georgia State University Commerce Building 34 Broad Street NW 14th Floor Board Room Atlanta, GA 30303, Atlanta, GA 30303 USA
Glacier Valley Transit	Maintenance Agreement	2/1/2008	Present	Maintenance	placeholder	Engel	placeholder	(949) 435-3485	(818) 409-7027	kengel@ci.glendale.ca.us	1 Federation Way Suite 210, Irvine, CA 92603-0174 United States
Glendale	Beeline	3/31/2002	Present	Fixed Route	Kathryn	Heath	Transportation	(805) 483-8330 X	(805) 487-0925	mheath@goldcoasttransit.org	633 E Broadway #300, Glendale, CA 91206
Gold Coast Transit	Operation, Maintenance and Management of Coordinated Transportation Services	6/29/2008	Present	Paratransit	Margaret		Paratransit and Special Projects Manager	120			301 E. Third Street, Oxnard, CA 93030 US
Grand Forks, City of	Transportation Services	1/1/2016		Paratransit							
Greater Orlando Aviation Authority	Shuttle Bus Management Services	10/1/2004	11/31/2016	Public Shuttle	Eric	McClung	Manager of	(407) 825-7847	(407) 825-2341	emcclung@goaa.org	One Jeff Fuqua Blvd., Orlando, FL 32827-4399
Greater Peoria Mass Transit District	CITYLIFT	7/1/2001	Present	Paratransit	Andrew	Dwyer	Project Manager	(309) 679-8139		adwyer@ridcitylink.org	407 SW Adams St., Peoria, IL 61603 USA
Greater Richmond Transit Company	Specialized Transportation	12/1/2014	Present	Paratransit	Linda	placeholder	placeholder				
Greater Richmond Transit Company	GRTC Management	3/1/2012	Present	Management	Linda	Broady	ADA Community	(804) 358-3871		lbroady@gmail.com	301 E. Belt Blvd, Richmond, VA 23224
Green Bay Metro	Green Bay METRO Paratransit Services	5/1/2011	Present	Paratransit	Patty	Kiewiz	Assistant Transit Director	(920) 448-3455	(920) 448-3462	patricka@greenbaywi.gov	901 University Avenue, Green Bay, WI 54302
Greenville	Operation of Greenville Transit	1/1/2010	Present	Paratransit	Pamela	Garland	Public Transportation	(937) 548-0437	(937) 548-1704	pgarland@cityofgreenville.org	100 Public Square, Greenville, OH 45331 USA
Hampton Roads Transit (HRT)	Hampton Roads Paratransit	11/15/2003	Present	Paratransit	Keith	Johnson	Superintendent of	(757) 222-6000		kjohnson@hrttransit.org	509 East 18th Street, Norfolk, VA 23504 USA
Happiness House	Head Start Transportation Program	1/3/2011	Present	Schoolbus	Patricia	Cunningham	Paratransit	(315) 789-6828		pcunningham@happinesshouse.org	731 PRE-EMPTION ROAD, Geneva, NY 14456 United States
Hayward	Hayward Door-to-Door Paratransit and Roundabout Shuttle	2/15/2003	Present	Paratransit	David	Korth	Director	(510) 583-4227	(510) 583-3650	victoria.williams@hayward-ca.gov	777 B Street, Hayward, CA 94541
Hialeah	Municipal Circulator Service	11/1/2010	Present	Fixed Route	Jorge	De La Nuez	Transit Manager	(305) 681-5757	(305) 953-2009	delanuez@hialeahfl.gov	900 E 56th Street, Hialeah, FL 33013
High Point	HiTrans	7/1/2009	2/11/2012	Paratransit	Mark	McDonald	Director of	(336) 883-3231		mark.mcdonald@highpointnc.gov	High Point, NC 27262
Indianapolis Public Transportation Corporation (IndyGO)	Indianapolis Public Transportation	2/6/2000	Present	Paratransit	Paula	Haskin	Director of Flexible and Contracted Services	(317) 614-9208	(317) 630-9167	phaskin@indygo.net	1501 West Washington Street, Indianapolis, IN 45222
Industrial Door Company	Industrial Door Co. Maintenance	1/10/2012	6/30/2015	Maintenance	Tim	Kirchoff	Transportation	(763) 422-7088	(763) 323-5556	tim.kirchoff@ca.anoka.mn.us	2100 3rd Ave. Anoka, MN 55303-2265
Infinion Raceway	Sonoma Raceway Charter Shuttle	2/1/2005	Present	Private (Corporate)	Bobby	O'Gorman	Director of Operations	(707) 334-9825	(707) 938-1373	bogorman@infinionraceway.com	29355 Arnold Drive, Sonoma, CA 95476
InterAgency Council (IAC)	Transportation of Individuals to Adult Day Services in Westchester	8/1/2015	Present	Paratransit	Glenn	Godin	Associate Executive Director, IAC	(212) 494-0006		glenn@iacny.org	150 West 30th Street 15th Floor, New York, NY 10001 USA
Interurban Transit Partnership (ITP)	GO! Bus ADA Paratransit Service	4/1/2006	Present	Paratransit	Meegan	Joyce	Manager, Special	(616) 456-7514	(616) 459-6337	mjoyce@ridetherapid.org	300 Ellsworth SW, Grand Rapids, MI 49503
Irvine	IShuttle Operation & Maintenance Services	3/31/2008	Present	Public Shuttle	Mike	Davis	Transit Programs	(949) 724-6288	(949) 724-7517	mdavis@ci.irvine.ca.us	1 Civic Center Drive, Irvine, CA 92623-9575 USA
Jacksonville	City Transit System	11/1/2007	Present	Fixed Route	Anthony	Prinz	Transit Manager	(309) 679-8139		aprinz@ci.jacksonville.nc.us	PO Box 128, Jacksonville, NC 28541
Jacksonville Transportation Authority	Paratransit Services for Jacksonville Transportation	1/1/2014	Present	Paratransit	Helen	Perez	Senior manager of	(904) 265-8939		hperez@jtafla.org	100 North Myrtle Avenue, Jacksonville, FL 32204
Jewish Federation and Family Services Orange County	Jacksonville Transportation Maintenance Agreement	8/21/2012	2/1/2014	Maintenance	Brett	Bitner	Operations Manager	(907) 754-2547	(907) 754-2296	info@glaciervalleytransit.com	PO Box 249, Girdwood, AK 99587
Kids' Corps, Inc.	Pre-School Student Transportation Services	9/1/2014	Present	Schoolbus	Dirk	Shumaker	Executive Director	(907) 279-2021		dirk@ci.alaska.org	1251 Muldoon Rd Suite 112, Anchorage, Alaska 99504
Kings County Area Public Transit Agency (KAPTA)	Kings Area Rural Transit (KART)	7/1/2003	Present	Multimode	Angie	Dow	Executive Director	(559) 582-3211 ext. 2691	(559) 587-0714	angie.dow@co.kings.ca.us	1340 North Drive, Hanford, CA 93230 USA
Kings Schools Transportation Authority	School Bus Transportation for Special Needs Students	7/1/2014	Present	Schoolbus	William	Fishbough	Superintendent	(559) 588-5901	(559) 589-9769	wfishbough@juhsd.k12.ca.us	823 W. Lacey Blvd., Hanford, CA 93230 USA
La Mirada	La Mirada Transit Services	7/1/2008	Present	Paratransit	Lisa	Montoya	Community Services	(562) 902-3125	(562) 943-9618	lmontoya@cityoflamirada.org	La Mirada, CA
Lake	Transportation Operator for the Lake County Transportation	7/1/2005	10/1/2013	Paratransit	Ken	Harley	Public Transportation Manager	(352) 742-6580	(352) 742-6582	kharley@co.lake.fl.us	P.O. Box 7800, Tavares, FL 32778-7800
Lake	Disadvantaged Program	2/1/2007	10/1/2013	Fixed Route	Ken	Harley	Public Transportation	(352) 742-6580		kharley@co.lake.fl.us	707 Nevada Street, Suite 4, Susanville, CA 96130
Lassen	LakeXpress	8/11/2003	6/30/2011	Paratransit	Dan	Douglas	Transportation Planner	(530) 251-8305	(530) 251-2675	ddouglas@co.lassen.ca.us	

MV's List of Clients (past 5 years)

Account Name: Account Name	Contract Name	Service Start	Service End	Service Type	First Name	Last Name	Title	Phone	Fax	Email	Mailing Address
Lassen	Lassen Rural Bus System (LRBS)	7/1/2002	6/30/2011	Multimode	Dan	Douglas	Transportation Planner	(530) 251-8305	(530) 251-2675	ddouglas@co.lassen.ca.us	707 Nevada Street, Suite 4, Susanville, CA 96130
Lawrence	Public Transit Services For The City Of Lawrence, Kansas	8/1/2000	Present	Multimode	Robert	Nugent	Transit Administrator	(785) 832-3464	(785) 832-3462	bnugent@ci.lawrence.ks.us	PO Box 708, 6 East 6th Street, Lawrence, KS 66044 USA
Lifestream	Lifestream - School Bus Service	7/1/2005	10/1/2013	Schoolbus	Howard	Wiener	Vice President Business	(352) 315-7500	(352) 360-6595	hwienier@liscb.net	PO BOX 491000, Leesburg, FL 34749
Livermore Amador Valley Transit Authority (LAVTA)	Wheels	7/1/2002	Present	Fixed Route	Michael	Tree	Executive Director	(925) 455-7564		gtree@lavta.org	1362 Rutan Court, Suite 100, Livermore, CA 94551
Lodi	City of Lodi Fixed-Route, Paratransit and Demand-	7/1/2003	Present	Multimode	Paula	Fernandez	Transit Manager	(209) 333-6800	(209) 333-6710	plf@lodi.gov	221 West Pine Street, Lodi, CA 95241
Logisticare	St. Lucie County HMO Medicaid	9/1/2014	Present	NEMT/NET	Jose	Millan	Florida Director of Network Development Ext. 437	(800) 698-8457		josem@logisticare.com	8600 NW 36th Street Suite 600 Miami, Florida 33166
Los Angeles	Athens and Lennox Shuttle	9/1/2014	Present	Public Shuttle	Vanessa	Rachel	Administrative Services	(626) 458-5960		vrachel@dpw.lacounty.gov	
Los Angeles	Avocado Heights, Bassett, W & E	9/1/2014	Present	Public Shuttle	Eric	Fong	Director	(626) 458-4077	(626) 458-4194	erfong@dpw.lacounty.gov	PO Box 1460, Alhambra, CA 91802-1460 US
Los Angeles	Florence-Firestone/Walnut Park & Baldwin Hills Shuttle Services	9/1/2014	Present	Public Shuttle	Eric	Fong	Director	(626) 458-4077	(626) 458-4194	erfong@dpw.lacounty.gov	PO Box 1460, Alhambra, CA 91802-1460 US
Los Angeles	King Medical Center Shuttle	6/1/2011	Present	Private (Corporate) Shuttle	John	Zeigler	Assistant Transit Analyst	(626) 458-5914	(626) 979-5313	jeigler@dpw.lacounty.gov	900 S. Fremont Avenue, Alhambra, CA 91803
Los Angeles	Willowbrook DAR Shuttle	7/1/2011	Present	Paratransit	Eugenia	Thomas	Assistant Transit Analyst	(626) 458-3952	(626) 979-5313	euthomas@dpw.lacounty.gov	900 S. Fremont Avenue, Alhambra, CA 91803
Los Angeles Department of Transportation (LADOT)	Operation of the CityRide Program	2/1/2016	Present	Paratransit	Corinne	Ralph	Supervising Transportation Planner	(213) 928-9745	(213) 580-5458	cralph@lacty.org	Mail Stop 725 - 221 N. Figueroa St., Suite 400, Los Angeles, CA 90012
Los Angeles Department of Transportation (LADOT)	Operation of the LADOT Bus	5/10/2008	Present	Fixed Route	Corinne	Ralph	Supervising Transportation Planner	(213) 928-9745	(213) 580-5458	cralph@lacty.org	Mail Stop 725 - 221 N. Figueroa St., Suite 400, Los Angeles, CA 90012
Los Angeles Department of Transportation (LADOT)	Transit Operations-Central Region	6/1/2012	Present	Fixed Route	Corinne	Ralph	Supervising Transportation Planner	(213) 928-9745	(213) 580-5458	cralph@lacty.org	Mail Stop 725 - 221 N. Figueroa St., Suite 400, Los Angeles, CA 90012
Los Angeles Department of Transportation (LADOT)	Operations of LADOT Bus Transit	9/1/2011	Present	Fixed Route	Corinne	Ralph	Supervising Transportation Planner	(213) 928-9745	(213) 580-5458	cralph@lacty.org	Mail Stop 725 - 221 N. Figueroa St., Suite 400, Los Angeles, CA 90012
Los Angeles Department of Transportation (LADOT)	Operations North Region	9/1/2011	Present	Fixed Route	Corinne	Ralph	Supervising Transportation Planner	(213) 928-9745	(213) 580-5458	cralph@lacty.org	Mail Stop 725 - 221 N. Figueroa St., Suite 400, Los Angeles, CA 90012
Los Angeles Department of Transportation (LADOT)	Transit Operations: South Region	9/1/2011	Present	Fixed Route	Corinne	Ralph	Supervising Transportation Planner	(213) 928-9745	(213) 580-5458	cralph@lacty.org	Mail Stop 725 - 221 N. Figueroa St., Suite 400, Los Angeles, CA 90012
Los Angeles Department of Transportation (LADOT)	CityRide/Dial-A-Ride (Areas 1,2,3)	9/1/2006	4/30/2016	Paratransit	Linda	Evans	Transportation Planning Associate II	(213) 928-9767	(213) 928-9767	linda.evans@lacty.org	100 South Main Street, Los Angeles, CA 90012
Los Angeles Department of Transportation (LADOT)	Commuter Express Community	6/1/2012	4/20/16	Fixed Route	Corinne	Ralph	DASH Supervisor / Chief of Transit	(213) 928-9745	(213) 928-9768	corinne.ralph@lacty.org	100 Main St., 10th floor, Los Angeles, CA 90012
Los Angeles Department of Transportation (LADOT)	Commuter Express Central/West LA/South Bay (Commuter Express Region 1, DASH Pkg5)	9/1/2011	4/30/2016	Fixed Route	Corinne	Ralph	DASH Supervisor / Chief of Transit	(213) 928-9745	(213) 928-9768	corinne.ralph@lacty.org	100 Main St., 10th floor, Los Angeles, CA 90012
Los Angeles Department of Transportation (LADOT)	Commuter Express Transit Service Regions 1 & 2	2/2/2009	1/28/2012	Fixed Route	Corinne	Ralph	DASH Supervisor / Chief of Transit	(213) 928-9745	(213) 928-9768	corinne.ralph@lacty.org	100 Main St., 10th floor, Los Angeles, CA 90012
Los Angeles Department of Transportation (LADOT)	Community DASH Northeast Los Angeles (DASH Pkg 4)	5/10/2008	Present	Fixed Route	Corinne	Ralph	DASH Supervisor / Chief of Transit	(213) 928-9745	(213) 928-9768	corinne.ralph@lacty.org	100 Main St., 10th floor, Los Angeles, CA 90012
Los Angeles Metropolitan Transportation Authority	Contracted Transportation Services - South Region	10/31/2010	Present	Fixed Route	Tamara	Reid	Contract Administrator	(213) 922-7451	(213) 922-1004	reidt@metro.net	One Gateway Plaza, Los Angeles, CA 90012-2952
Los Angeles World Airports (LAWA)	Hollywood and Westwood FlyAway Service	12/30/2015	Present	Airport Shuttle	Christina	Gomez	Transportation Manager	(424) 646-7196	(424) 646-9526	cgomez@lawa.org	6053 West Century Blvd., Ste 400, Los Angeles, CA 90021 USA
Loudoun	Local Fixed Route & ADA Compliant Paratransit Bus Service	9/1/2014	Present	Multimode	Nancy	Gourley	Contract Administrator	703-737-8384			1 Harrison Street SE, Third Floor, Leesburg, VA 20176
Lowell Regional Transit Authority	LRTA Road Runner Paratransit	7/1/2014	Present	Management	James	Scanlan	Administrator	(978) 459-0164		jhs1251@aol.com	145 Thordike St, Lowell, MA 01852 USA
Loyola University	University Shuttle	7/1/2014	Present	University/College Shuttle	Nick	Memisovski	Campus Transportation Manager	(773) 508-7036		nmemisovski@luc.edu	1110 W. Sheridan Road Chicago, IL 60626 USA
Lynwood	Lynwood Trolley Services	4/1/2007	Present	Fixed Route	Lorry	Hempe	Public Works Special	(310) 603-0220	(310) 603-0220	lhempe@lynwood.ca.us	11330 Bullis Road, Lynwood, CA 90262
Manteca	Manteca Transit	11/1/2006	Present	Multimode	Johanna	Ferrera	Administrative Analyst	(209) 239-0635	(209) 825-2530	fferrera@ci.manteca.ca.us	1001 Center St., Manteca, CA 95337
Marin County Department of Health and Human Services	Marin County Dept. of Health & Human Services	7/1/2006	6/30/2012	Private Shuttle	Cyndie	Gunselman	Project Manager	(415) 473-3322		cgunselman@co.marin.ca.us	120 N. Redwood Dr., San Rafael, CA 94903
Marin County Transit District	West Marin Stagecoach / Muir Woods Shuttle	7/1/2006	Present	Public Shuttle	Amy	Van Doren	Director of Operations	(415) 226-0859		avandoren@co.marin.ca.us	750 Lindaro Street, Suite 200, San Rafael, CA 94901
Marin County Transit District	Operation of Catch a Ride-A-Subsidized Taxi Program for	9/1/2013	Present	Call Center	Jon	Gaffney	Mobility Management Specialist	(415) 226-0855		jgaffney@marintransit.com	711 Grand Avenue, Suite 110, San Rafael, CA 94901
Marin County Board of County Commissioners	Marin County Fixed Route, Deviated Fixed Route, ADA	2/1/2012	Present	Multimode	Claudette	Mahan	Associate Planner	(772) 419-4081	N/A	cmahan@martincountyfl.us	2401 SE Monterey Rd, Stuart, FL 34996
Maryland Transit Administration (MTA)	Paratransit Services for MTA Government Peak Transit Services	7/1/2004	Present	Paratransit	Daniel	O'Reilly	Interim Director	(410) 454-7434		doreilly@mta.maryland.gov	4201 Patterson Avenue, Baltimore, MD 21215
Matanuska-Susitna Borough School	Matanuska-Susitna Borough School	1/13/2016	3/27/2016	Private (Corporate) Shuttle	Susan	Miller	CAFÉ Director, Fleet Program Services	(630) 623-6173	(630) 214-3270		
McDonald's Corporation	McDonald's Shuttle	2/1/2014	Present	Private (Corporate) Shuttle	Susan	Miller	Program Services Representative	(636) 695-5814	(800) 459-6224	nsimmons@mtm-inc.net	711 Jorie Blvd, Oakbrook, Illinois 60523 USA
Medical Transportation Management, Inc.	Alachua County Medicaid	3/1/2015	Present	NEMT/NET	Nicholas	Simmons	Network Provider Representative	(970) 255-7128			16 Hawk Ridge Drive, Lake Saint Louis, MO 63367 USA
Mesa RTPO	Grand Valley Transit	1/1/2012	Present	Multimode	Todd	Hollenbeck	RTP Manager/MPO Director	cell 970-210-4771	(970) 623-8481	todd.hollenbeck@mesacounty.us	RTPO 525 S 6th Street (P.O. Box 20,000-5093), Grand Junction, CO 81502

MV's List of Clients (past 5 years)

Account Name: Account Name	Contract Name	Service Start	Service End	Service Type	First Name	Last Name	Title	Phone	Fax	Email	Mailing Address
Metropolitan Atlanta Rapid Transit Authority (MARTA)	Mobility Operations & Maintenance Services Contract (Washington & Dakota Counties)	3/18/2016		Paratransit	Sheila	Williams	Senior Project Administrator	(651) 602-1709		sheila.williams@metc.state.mn.us	390 North Robert St., St. Paul, MN 55101 USA
Metropolitan Council	Transit Link Dial-A-Ride Services	6/1/2015	Present	Fixed Route	Auturo	Jackson	SR Director of Customer Care and	(713) 750-4208	N/A	auturo.jackson@hidemetro.org	1900 Main Street, Houston, TX 77208
Harris County (METRO)	METROLift Transportation Services	5/2/2011	12/31/2015	Paratransit	Bonnie	Hinson	Alachua County Community Support	(352) 955-2200		beh@alachuacounty.us	218 SE 24th Street, Gainesville, FL 32653 United States
Metropolitan Transportation Planning Organization for the Gainesville Urbanized Area (MTPO)	Community Transportation Coordinator in Alachua County	10/1/2003	Present	Paratransit	Debbie	Ruggles	Director of Paratransit Services	(918) 382-4933		druggles@tulsastransit.org	510 S. Rockford Avenue, Tulsa, OK 74120
Metropolitan Tulsa Transit Authority	Lift Van Operation Demand Response Service Provider	11/1/2009	Present	Paratransit	Lynn	Frosch	Transportation Manager	(425) 707-5162		lynn.frosch@microsoft.com	One Microsoft Way, Lincoln Square/14321, Redmond, WA 98052
Microsoft Corporation	Microsoft Shuttle (Redmond Campus)	7/1/2005	Present	Multimode	Donna	Weckoski	Executive Director	(724) 489-0880	(724) 489-0750	dweckoski@mmvta.com	1300 McKean Ave, Charleroi, PA 15022 USA
Mid Mon Valley Transit Authority	Subcontracted Transportation Services-Fixed Route and	6/29/2013	Present	Fixed Route	Teresa	Dutcher	Human Resource Officer	(541) 938-8243	(541) 938-8224	teresa.dutcher@milton-freewater.org	City Hall 722 S. Main Street PO Box 6, Milton-Freewater, OR 97862 USA
Milton-Freewater Mission Bay Transportation Management Association	General Ridership Bus Service	4/1/2014	Present	Fixed Route	May	Jaber	Real Estate Division	(415) 554-9821	(415) 552-9216	may.jaber@sfgov.org	25 Van Ness Ave, Suite 400, San Francisco, CA 94102
Modesto	Mission Bay Shuttle Service	5/1/2010	Present	Private (Corporate) Shuttle	Fred	Cavanah	Transit Manager	(209) 571-5298	(209) 571-5521	fcavanah@modestogov.com	1010 Tenth Street (PO Box 642), Modesto, CA 95354
Modoc Transportation Agency	Modesto Area Express (MAX) Sage Stage	1/1/2004	9/28/2012	Fixed Route	Debbie	Pedersen	Executive Director	(530) 233-6410	(530) 233-3744		108 S. Main Street, Alturas, CA 96101
Monterey Park	SPIRIT Bus System	2/1/2000	Present	Multimode	Amy	Ho	Director of Public Works	(626) 307-1383	(626) 307-2500	amho@montereypark.ca.gov	City Hall, 320 W. Newmark Avenue, Monterey Park, CA 91754
Monterey-Salinas Transit (MST)	Operation of MST Rides ADA & Special Transportation Paratransit Services and Oth	7/1/2001	Present	Multimode	Robert	Weber	Director of Transportation	(831) 393-8108		rweber@mst.org	1 Ryan Ranch Road, Monterey, CA 93940
Morro Bay	MBDAR and Trolley Operations and Management	7/18/2004	Present	Multimode	Janeen	Burlingame	Management Analyst	(805) 772-6263	(805) 772-7329	jburlingame@morro-bay.ca.us	595 Harbor Street, Morro Bay, CA 93942 USA
National Railroad Passenger Corporation dba Amtrak	Amtrak Route 68 Salinas-Carmel	3/15/2005	Present	Multimode	Andrew	Falden	Manager of Bus Operations	(408) 592-0617	(408) 271-5125	feldona@amtrak.com	810 North Alameda St., Los Angeles, CA 90012
National Renewable Energy Laboratory (NREL)	NREL Employee Shuttle Service	6/21/2010	Present	Private (Corporate) Shuttle	Lissa	Myers	Transportation Manager	(303) 384-7325	(303) 630-2105	lissa.myers@nrel.gov	1617 Cole Boulevard, Golden, CO 80401
New York City Department of Education	General and Special Education Pupil transportation services	8/23/2011	Present	Schoolbus	Eric	Goldstein	Chief Executive, Office of School Support	(718) 707-4300	(718) 472-0615	pupilsupportteam@schools.nyc.gov	44-36 Vernon Boulevard, Long Island City, NY 11101
New York City Transit Authority	Access-A-Ride NYCT No. 07H9751N	1/1/2009	Present	Paratransit	Michael	Cosgrove	Contracts Manager	(718) 393-4013		michael.cosgrove@nyc.com	33-00 Northern Blvd., Long Island City, NY 11101
New York City Transit Authority	Access-A-Ride	10/1/2001	Present	Paratransit	Michael	Cosgrove	Contracts Manager	(718) 393-4013		michael.cosgrove@nyc.com	33-00 Northern Blvd., Long Island City, NY 11101
Newark	Earthworks Transit	1/1/2004	1/5/2013	Paratransit	Anne M.	Arnott	Transit Operations Coordinator	(740) 670-7708		aarnott@newarkohio.net	40 W. Main Street, Suite 407, Newark, OH 43055
Nintendo of America	Nintendo	5/12/2008	3/30/2012	Fixed Route	Sara	Hatfield	Facilities Manager	(425) 497-7796		sarahat01@noa.nintendo.com	4600 150th Ave NE, Redmond, WA 98052
North Valley Baptist Church	North Valley Baptist Church Sunday Shuttle	3/29/2009	3/24/2012	Public Shuttle	Fred	Slye	Pastor	(408) 988-8881	(408) 988-8899	sslye@nvbc.org	3530 De La Cruz Blvd, Santa Clara, CA 95064 USA
Norwalk	Norwalk Transit System (NTS) Advance Reservation Dial-A-Ride	7/12/2010	Present	Paratransit	Derek	Donnell	Transit Operations Manager	(562) 929-5554		ddonnell@norwalkca.gov	12700 Imperial Hwy, Norwalk, CA 90650 USA
Omnitrans	Contract No OPS15-02 Purchased Transportation Services	7/2/2015	Present	Multimode	Frank	Quass	Operations Services Supervisor	(909) 912-7416		janet.starr@co.ontario.ny.us	San Bernardino, CA 92411
Ontario	Ontario County Area Transit System (CATS)	1/1/2011	7/31/2014	Multimode	Janet	Starr	Director, Office of Transportation	(585) 396-4018	(585) 393-2982		2914 County Road 48, Canandaigua, NY 14424
Orange County Transportation Authority (OCTA)	OCTA Access Paratransit Services	7/1/2013	Present	Paratransit	Curt	Burlingame	Manager, Contracted Services	(714) 560-5921	(714) 560-5921	cburlingame@octa.net	600 S. Main St, Orange, CA 92863 USA
Orange County Transportation Authority (OCTA)	OCTA Fixed Route, StationLink and Express Bus Service	7/1/2009	6/13/2015	Fixed Route	Curt	Burlingame	Manager, Contracted Services	(714) 560-5921	(714) 560-5921	cburlingame@octa.net	600 S. Main St, Orange, CA 92863 USA
Outreach & Escort, Incorporated	ADA Paratransit and Non-ADA Services and Community	10/16/2007	Present	Paratransit	Kathryn	Heatley	CEO	(408) 436-6865	(408) 437-9499	heatley@outreach2.org	926 Rock Avenue, Suite 10, San Jose, CA 95131
Outreach & Escort, Incorporated	ADA Paratransit and Non-ADA Services and Community	10/16/2007	Present	Paratransit	John	Kerrigan	Contract Administrator, Procurement & Connection	(215) 580-8360		jkerrigan@septa.org	1234 Market St, Philadelphia, PA 19107
Palm Beach	Palm Tran Paratransit - Run Package A	2/2/2015		Paratransit	Ron	Jones	Director, Palm Tran Connection	(561) 649-9848		rxjones@bbc.org	50 S Military Trail, Suite 101, West Palm Beach, FL 33415
Palm Beach	Palm Tran Connection	2/13/2005	8/12/2012	Paratransit	Ron	Jones	Director, Palm Tran Connection	(561) 649-9848		rxjones@bbc.org	50 S Military Trail, Suite 101, West Palm Beach, FL 33415
Palm Springs	Trolley Services	12/19/2014	Present	Fixed Route	Diana	Shay	Redevelopment Coordinator	(760) 322-8325	(760) 322-8325	diana.shay@palmspringsca.gov	3200 East Tahquitz Canyon Way PO BOX 2743, Palm Springs, CA 92263-2743 USA
Palo Alto	Palo Alto Bus Shuttle Service	2/28/2011	Present	Public Shuttle	Kathy	Bradley	Contract Administrator	(650) 329-2162		kathy.bradley@cityofpaloalto.org	250 Hamilton Avenue, Palo Alto, CA 94301 USA

MV's List of Clients (past 5 years)

Account Name: Account Name	Contract Name	Service Start	Service End	Service Type	First Name	Last Name	Title	Phone	Fax	Email	Mailing Address
Palos Verdes Peninsula Transit Authority (PVPTA)	Fixed Route Transit Service Management, Operation, and Maintenance of a Coordinated Pender Co DSS Transportation - Medical/Work First Clients	8/1/2015	Present	Fixed Route	Martin	Gombert	Administrator	(310) 544-7108		pvtransit@palosverdes.com	P.O. Box 2656, Palos Verdes Peninsula, CA 90274 USA
Pender Adult Services, Inc.	Pender Co DSS Transportation - Medical/Work First Clients	5/14/2007	Present	Paratransit	Judy	Gromer	Director of Transportation	(910) 259-9119	(910) 259-8434	cgromer@penderadultservices.com	P.O. Box 1207, Burgaw, NC 28425 States
Pender County Department of Social Services	Rural Peoria County Transportation Services	7/1/2013	Present	Paratransit	Reta	Shiver, D.P.A.	Director	(910) 259-1240		rshiver@pendercountync.gov	324 Main Street Peoria Illinois, Peoria, IL 61603 USA
Peoria	Petaluma Transit	4/1/2012	Present	Paratransit	Mark	Rothert	Assistant County Administrator	(309) 672-6939		mrothert@peoriacounty.org	555 N McDowell Blvd, Petaluma, CA 94954 61603 USA
Petaluma	Attendant Transportation Services	7/1/2000	Present	Multimode	Joe	Rye	Transit Manager	(707) 778-7421	(707) 776-3799	jrye@ci.petaluma.ca.us	6422 N. Broad St., Philadelphia, PA 19130
Philadelphia Corporation for Aging	Phoenix Dial-A-Ride Service	6/13/2005	Present	Paratransit	Mark	Myers	Transit Manager	(215) 765-9000	(215) 765-9066	mmyers@pcaphil.org	303 N. 1st Ave. # 900, Phoenix, AZ 85003 USA
Phoenix	Phoenix Alternative Transportation Services	7/1/2001	Present	Paratransit	Jesus	Sapien	Public Transit Deputy Director	(602) 261-8997	(602) 495-2002	jesus.sapien@phoenix.gov	303 N. 1st Ave. # 900, Phoenix, AZ 85003 USA
Phoenix	Placer County Dial A Ride Services	7/1/2008	Present	Paratransit	Jesus	Sapien	Public Transit Deputy Director	(602) 261-8997	(602) 495-2002	jesus.sapien@phoenix.gov	3091 County Center Drive, Suite 220, Auburn, CA 95603
Placer	Contract Driver Services Tahoe Area Regional Transit Peak Season	11/1/2013	Present	Paratransit	Will	Garner	Public Works Manager for Transit	(530) 745-7582		wgarner@placer.ca.gov	3091 County Center Drive, Suite 220, Auburn, CA 95603 USA
Placer	Presidio Trust Shuttle (PresidioGo)	12/1/2007	9/30/2015	Fixed Route	A.L. (Tony)	Middleton	Senior Transportation Supervisor	(530) 745-3530	(530) 745-3567	tmiddleton@placer.ca.gov	Building 34, Graham Street, San Francisco, CA 94129
Presidio Trust	Pueblo Transit Shuttle (PresidioGo)	3/8/2009	Present	Public Shuttle	Mark	Helmbrecht	Program Manager	(415) 561-5438	(415) 561-4485	mhelmbrecht@presidiotrust.gov	350 S. Grand Avenue, Pueblo, CO 81003
Pueblo	Transit & Paratransit Operations & Maintenance	12/1/2007	Present	Paratransit	Brenda	Broyles	Director of Transit	(719) 553-2725	(719) 553-2724	bbroyles@pueblo.us	841 Fair Street, Carmel, NY 10512
Putnam	Queens College-Bus Transportation Shuttle Services	4/1/2014	Present	Multimode	Vincent	Tamagna	General Manager	(845) 878-3480	(845) 808-1948	vincent.tamagna@putnamcounty.ny.gov	Maigaret Kiely Hall Room 257 65-30 Kissena Blvd, Flushing, NY 11367 USA
Queens College Auxiliary Enterprises Corporation	City of Raleigh Capital Area Transit	8/21/2014	Present	University/College Shuttle	Sunny	Virk	Procurement, Property	(718) 997-5760	(718) 997-5771	svirk@ci.raleighnc.gov	222 West Hargett Street, Raleigh, NC 27602
Raleigh	Lawrence Berkeley National Labs	1/9/2012	Present	Paratransit	David	Eatman	Transportation Administrator	(919) 996-4040		david.eatman@raleighnc.gov	1995 University Avenue, Berkeley, CA 94720
Regents of the University of California	Regional Transportation Authority in Corpus Christi, Texas	7/1/2001	12/31/2015	Regional Center	Kory	Porter	Site Service Manager	(510) 486-5112		kporter@lbl.gov	5658 Bear Lane, Corpus Christi, TX 78405 USA
Regional Transportation Authority in Corpus Christi, Texas	Seamless Regional Transit	1/1/2003	Present	Multimode	Rosa	Villarreal	Managing Director of Operations	(361) 908-3510		rvillarreal@ccrta.org	177 N Church Ave., Suite 405, Tucson, AZ 85701
Regional Transportation Authority of Prma County (RTA)	Operation and Maintenance of Fixed Route Transit Services Lot A	5/4/2009	1/31/2014	Multimode	Jeremy	Papuga	Director	(520) 792-1093 x 477	(520) 620-6981	jpapuga@pagnet.org	600 S. Grand Central Parkway Room 108, Las Vegas, NV 89106-4512 USA
Regional Transportation Commission of Southern Nevada (RTC)	Senior Transportation Services	7/1/2013	Present	Fixed Route	M.J.	Maynard	Assistant General Manager	(702) 676-1778		maynardm@rtcnsnv.com	600 S. Grand Central Parkway Room 108, Las Vegas, NV 89106-4512 USA
Regional Transportation Commission of Southern Nevada (RTC)	RTC Ride Fixed Route Services	8/3/2014	Present	Multimode	M.J.	Maynard	Assistant General Manager	(702) 676-1778		maynardm@rtcnsnv.com	2050 Villanova Drive, Reno, NV 89502
Regional Transportation Commission of Washoe County (RTC)	Operations and Maintenance Access A Ride ADA Paratransit Services	7/1/2011	Present	Fixed Route	Lee	Gibson	RTC Executive Director	(775) 348-0400	(775) 348-3270	lgibson@rtcwashoe.com	1600 Blake Street, Denver, CO 80202
Regional Transportation District (RTD Denver)	School Bus Transportation Services	11/2/2002	Present	Paratransit	Larry	Buter	Manager	(303) 299-2152	(303) 299-2992	larry.buter@rtd-denver.com	6300 South Lewiston Way, Aurora, CO 80016
Regis Jesuit High School	S Placer Transit Info Call Center	8/31/2003	Present	Schoolbus	Brian	Normile	Operations Manager	(303) 261-5502	(303) 221-4772	bnormile@regisjesuit.com	401 Vernon, Roseville, CA 95678
Roseville	Roseville Transit System	11/1/2013	Present	Call Center	Mike	Wilson	Alternative	(916) 774-5480	(916) 774-5195	mwilson@roseville.ca.us	401 Vernon, Roseville, CA 95678
Roseville	Bridge Property Management Company	7/1/2009	Present	Multimode	Mike	Wilson	Alternative	(916) 774-5480	(916) 774-5195	mwilson@roseville.ca.us	345 Spear Street, Suite 700, San Francisco, CA 94105
Rotary Valley Bridge Housing	Rowan County Transit System	7/1/2009	Present	Private (Corporate) Shuttle	Leonie	Calvert	Property Supervisor (Bridge Housing Corp)	(415) 989-1111		lcalvert@bridgehousing.com	2726 Old Concord Rd, Salisbury, NC 28146
Rowan County Government on behalf of Rowan Transit System	S&B Shuttle	8/1/2003	Present	Multimode	Gary	Price	Director, Senior Services Transportation	(704) 216-8888		gary.price@owancountync.gov	7825 Park Place Blvd, Houston, TX 77087
S & B Engineers & Construction, Ltd. (SMUD)	SMUD Shuttle	5/10/2010	2/29/2012	Public Shuttle	N.L. "Buck"	Henneke	S&B Subcontractor	(409) 984-0009	(409) 984-0098	nhenneke@sbec.com	6201 S Street Mail Stop B100, Sacramento, CA 95852-0830 United States
Salem Area Mass Transit District (Salem-Keizer Transit)	Triplink Call Center	1/1/2014	7/1/2014	Public Shuttle	Pamela	Do	Procurement Specialist, General Services	(916) 733-6292		pamela.do@smud.org	Suite 100, Salem, OR 97302 US
Salem Area Mass Transit District (Salem-Keizer Transit)	Operation of Transportation Services	6/28/2010	Present	Paratransit	Allan	Pollock	General Manager	(503) 588-2424	(503) 566-3933	pollocks@cherrriots.org	Suite 100, Salem, OR 97302 US
San Andreas Regional Center (SARC)	Monterey Service	6/29/2010	Present	Fixed Route	Allan	Pollock	General Manager	(503) 588-2424	(503) 566-3933	pollocks@cherrriots.org	300 Orchard City Drive, Suite 170, Campbell, CA 95008
San Andreas Regional Center (SARC)	San Andreas Regional Center - Monterey Service	9/1/2007	Present	Paratransit	Susan	Harris	Resource	(408) 341-3432		sasusan@sarc.org	300 Orchard City Dr #170, Campbell, CA 95008
San Andreas Regional Center (SARC)	San Andreas Regional Center	10/1/1997	3/11/2016	Regional Center	Jeff	Darling	Acting Resource District Manager	(408) 341-3540	(408) 341-3540	sadarling@sarc.org	330 Tres Pinos Road, Suite C7, Hollister, CA 95023
San Benito County Local Transportation Authority	San Benito County Express Transportation Services for Seniors and Mentally Disabled	1/1/2001	Present	Multimode	Lisa	Rheinheimer	Executive Director	(831) 637-7665	(831) 636-4160	lisar@sanbenitocog.org	1650 Mission Street, San Francisco, CA 94103
San Francisco	Regional Transportation Authority	7/1/2003	Present	Paratransit	David M.	Curto	Director of Contracts	(415) 557-5581	(415) 557-5679	david.curto@sfgov.org	

MV's List of Clients (past 5 years)

Account Name: Account Name	Contract Name	Service Start	Service End	Service Type	First Name	Last Name	Title	Phone	Fax	Email	Mailing Address
San Francisco	San Francisco Mission Street Shuttle	11/3/2008	11/15/2013	Public Shuttle	May	Jaber	Real Estate Division	(415) 554-9821	(415) 552-9216	mjay.jaber@sf.gov.org	25 Van Ness Ave. Suite 400, San Francisco, CA 94102
San Francisco Recreation & Parks Department	Golden Gate Park Shuttle	2/5/2012	Present	Fixed Route	Sean	McFadden	Prin. Administrative Analyst	(415) 831-2779		sean.mcfadden@sf.gov.org	501 Stanyan Street, San Francisco, CA 94117 United States
San Francisco Unified School District	Specialized Bus Transportation	1/7/2002	Present	Fixed Route	Frank	O'Hara	Supervisor	(415) 695-5505	(415) 241-6487	ohara@sfused.edu	1000 Shelby Str., San Francisco, CA 94129
San Joaquin Regional Transit District (SJRTD)	County Transportation Services	9/5/2010	Present	Fixed Route	Sharon	Miller	Procurement Manager - Contracts	(209) 948-5566 ext. 607	(209) 948-8516	smiller@sanjoaquinrtd.com	421 East Weber Avenue, 2nd Floor, Stockton, CA 95201
San Leandro	Measure B Paratransit Services: Flex Shuttle and Medical	8/1/2003	Present	Deviated Fixed Route	Kimberly	Overton	Paratransit Coordinator	(510) 577-7985	(510) 577-3470	koverton@sanleandro.org	835 East 14th Street, San Leandro, CA 94577 USA
San Leandro Transit Management Organization (SLTMO)	LINKS Employee Commuter Shuttle Service	5/1/2001	Present	Public Shuttle	Gordon	Galvin	Executive Director	(510) 351-7265	(510) 483-9176	gordon.galvin@home.com	262 Davis Street, San Leandro, CA 94577
San Leandro Transit Management Organization (SLTMO)	SLTMO's Eden Medical Center Shuttle	5/1/2001	Present	Public Shuttle	Gordon	Galvin	Executive Director	(510) 351-7265	(510) 483-9176	gordon.galvin@home.com	262 Davis Street, San Leandro, CA 94577
San Mateo County Health System	Court and Inter-Facility Transportation of Clients for	3/23/2010	Present	Paratransit	Mary	Vozikes	Administrator	(650) 573-2541	(650) 573-2841	mvozikes@cosanmateo.ca.us	225 37th Avenue, Room 320, San Mateo, CA 94403
San Mateo County Transit District (SamTrans)	Dumbarton Bridge Express Bus Service	12/19/2011	Present	Fixed Route	Howard	Der	Administrator	(510) 891-7208	(510) 891-4874	hder@actransit.org	1600 Franklin St., Oakland, CA 94612
San Mateo County Transit District (SamTrans)	Coastside Transportation Services	11/8/2003	Present	Multimode	Ashish	John	Manager, Bus Contracts	(650) 508-6490		johna@samtrans.com	1250 San Carlos Ave., San Carlos, CA 94070-1306
San Mateo County Transit District (SamTrans)	SamTrans - CUB	9/30/2001	Present	Fixed Route	Ashish	John	Manager, Bus Contracts	(650) 508-6490		johna@samtrans.com	1250 San Carlos Ave., San Carlos, CA 94070-1306
San Mateo County Transit District (SamTrans)	Redi Wheels	8/10/2000	12/31/2014	Paratransit	Ashish	John	Manager, Bus Contracts	(650) 508-6490		johna@samtrans.com	1250 San Carlos Ave., San Carlos, CA 94070-1306
San Pedro Property Owners' Alliance	San Pedro Trolley Service	10/1/2012	Present	Fixed Route	Stephen	Robbins	Executive Director	(310) 832-2183	(310) 832-0685	strobbs@sanpedrobid.com	390 W. 7th Street, San Pedro, CA 90731
Sandusky	Sandusky Transit System	1/1/2007	Present	Multimode	Tom	Schwan	Transit administrator	(419) 621-8462	(419) 626-0482	thomas.schwan@ci.sandusky.oh.us	1230 Depot Street, Sandusky, OH 44870
Santa Clarita	Santa Clarita Fixed Route, Dial-A-Ride and ASI Services	8/2/2008	Present	Multimode	Adrian	Aguilar	Transit Manager	(661) 295-6305	(661) 295-6393	aguilar@santa-clarita.com	28250 Constellation Road, Santa Clarita, CA 91355
Santa Monica	Operation and Maintenance of the City of Santa Monica Dial-a-Ride	4/1/2008	Present	Paratransit	Patrick	Campbell	Transportation Analyst	(310) 451-5444	(310) 451-5444	patrick.campbell@smgov.net	1717 4th Street, Santa Monica, CA 90401
Santa Rosa	Santa Rosa Paratransit	11/1/2002	Present	Paratransit	Anita	Winkler	Deputy Director Transit	(707) 543-3333		awinkler@srtcity.org	Santa Rosa, CA 95402-1678
Savannah-Chatham County Public Schools	Student Transportation Services	7/1/2015	Present	Schoolbus	Tammy	Perkins	Executive Director	(912) 395-2273	(912) 201-7594	tammy.perkins@sccps.com	Support Services, Savannah-Chatham County Public School System 208 Bull Street, Room 212, Savannah, GA 31401 US
Schaumburg	Dial-a-Ride (DART) Service	6/1/2013	Present	Paratransit	Richard	Bascomb	Manager	(847) 923-3862	(847) 923-2381	rbscomb@ci.schaumburg.il.us	101 Schaumburg Court, Schaumburg, IL 60193 USA
School District of Philadelphia	School Bus To - From and Charter Transportation Services	7/1/2015	Present	Schoolbus	Alison	Paul	Contract Manager	(215) 400-6101	(215) 400-4381	alpaui@philsd.org	440 N Broad Street, Philadelphia PA 19130, Philadelphia, PA 19130 USA
Senior Concerns, Inc.	Senior Concerns, Inc.	9/20/2004	8/31/2011	Public Shuttle	Carol	Freeman	President	(805) 497-0189	n/a	n/a	401 Hodencamp Road, Thousand Oaks, CA 91360
Sequoia Union High School District	Sequoia Union HS District	7/1/2014	Present	Paratransit							
Show Low	Four Seasons Connection & White Mountain Connection	7/1/2001	Present	Deviated Fixed Route	Jay	Brimhall	Transit Supervisor/ Grants Administrator	(928) 532-4097	(928) 532-4009	jay.brimhall@ci.show-low.az.us	550 North 9th Place, Show Low, AZ 85901
Skanska Shimmick Herzog	Milpitas Caltrain Shuttle	3/20/2015	8/4/2015	Public Shuttle							
Solano County Transit (SolTrans)	Operation of Fixed Route and Paratransit Transit Service	7/1/2011	6/30/2013	Multimode	Jeannine	Wooley	Temporary Transportation	(707) 553-7224	(707) 648-4260	jwooley@ci.valejo.ca.us	311 Sacramento St, Valejo, CA 94590
Sonoma County Transit	Economic Assistance Shuttle	3/20/2015	7/25/2015	Public Shuttle							
South Coast British Columbia Transportation Authority	Custom Transit Operations for North of Fraser, South of Fraser, ADA Paratransit Shared Ride Program (SRP) in Philadelphia	1/1/2009	Present	Paratransit	Merrilee	Ashworth	Manager Business Development & Contract Administrator	(778) 375-7742		merrilee.ashworth@translink.ca	440 ? 287 Nelson's Court, New Westminster, BC V3L 0E7 Canada
Southwestern Pennsylvania Transportation Authority (SEPTA)	Paratransit Services in Philadelphia County	7/29/2011	Present	Paratransit	John	Kerrigan	Procurement & Contract Administrator	(215) 580-8360		jkerrigan@septa.org	1234 Market St, Philadelphia, PA 19107
Southwestern Pennsylvania Transportation Authority (SEPTA)	SEPTA ADA Paratransit Service in Bucks County	7/31/2006	Present	Paratransit	John	Kerrigan	Procurement & Contract Administrator	(215) 580-8360		jkerrigan@septa.org	1234 Market St, Philadelphia, PA 19107
Southwest Ohio Regional Transportation Authority (SORTA)	Specialized Transportation/Paratransit Service	1/8/2011	1/7/2016	Paratransit	John	Kerrigan	Procurement & Contract Administrator	(215) 580-8360		jkerrigan@septa.org	1234 Market St, Philadelphia, PA 19107
Spokane Transit	STA Paratransit Demand Responsive Service	3/1/2002	Present	Paratransit	Lisa	Aulick	Director of Paratransit	(513) 632-7581		laulick@go-metro.com	602 Main Street, Suite 1100, Cincinnati, OH 45202
St. Andrew's Kim Korean Church	St. Andrew's Church	1/1/2013	Present	Paratransit	Patricia	Talbott	Paratransit Manager	(509) 325-6018		ptalbott@spokane-transit.com	1230 W Boone Avenue, Spokane, WA 99201 USA
St. John's	City of St. John's Para-Transit	2/1/2008	Present	Public Shuttle	Yuliana	Kim	Director	(510) 553-9434	none	mayilac0913@gmail.com	6226 Camden Street, Oakland, CA 94605
Suburban Bus Division of the Regional Transportation Authority	Fixed Route Bus Service in the Wheaton Area	1/1/2012	Present	Paratransit	Susan	Ralph	Accessibility Specialist	(709) 570-2131	(709) 576-8564	sralph@stjohns.ca	PO Box 908, St. John's, NL A1C 5M2
Suburban Bus Division of the Regional Transportation Authority	Fixed Route and Feeder Service (Routes 661-665, 668 & 669)	6/6/2008	Present	Fixed Route	Don	Peterson	Contract Carrier			donald.peterson@pacebus.com	Arlington Heights, IL 60005
Suburban Bus Division of the Regional Transportation Authority	City of Chicago Paratransit	8/24/2014	Present	Fixed Route	Don	Peterson	Contract Carrier			donald.peterson@pacebus.com	Arlington Heights, IL 60005
Regional Transportation Authority	City of Chicago Paratransit	3/29/2008	Present	Paratransit	Sally Ann	Williams	Division Manager	(312) 341-8020	(312) 341-8050	sally.williams@pacebus.com	547 W. Jackson Boulevard, 10th Floor, Chicago, IL 60661

MV's List of Clients (past 5 years)

Account Name: Account Name	Contract Name	Service Start	Service End	Service Type	First Name	Last Name	Title	Phone	Fax	Email	Mailing Address
Suburban Bus Division of the Regional Transportation Authority	Pace - South Cook County North Cook County ADA Paratransit Services	2/1/2003	Present	Paratransit	Sally Ann	Williams	Division Manager	(312) 341-8020	(312) 341-8050	sally.williams@pacebus.com	547 W. Jackson Boulevard, 10th Floor, Chicago, IL 60661
Suburban Bus Division of the Regional Transportation Authority	PACE - West Cook County ADA and Non-ADA, Elk Grove DAR, Leyden DAR, and Village Paratransit Services in Dupage County	4/1/2015	Present	Paratransit	Jim	Mulaghy	Project Manager	(630) 717-9838		jim.mulaghy@pacebus.com	547 W. Jackson Boulevard, 10th Floor, Chicago, IL 60661 USA
Suburban Bus Division of the Regional Transportation Authority	Paratransit Services in Kane County	3/1/2000	Present	Paratransit	Tom	Groeninger	Regional Manager - Paratransit/Vanpool	(847) 228-4292	(847) 364-0240	tom.groeninger@pacebus.com	550 W Algonquin Rd, Arlington Heights, IL 60005
Suburban Bus Division of the Regional Transportation Authority	Paratransit Services in Kane County	7/1/2010	6/27/2015	Paratransit	Sally Ann	Williams	Division Manager	(312) 341-8020	(312) 341-8050	sally.williams@pacebus.com	Chicago, IL 60661
The Hargis Group, LLC	Glroy Garlic Festival	9/1/2003	6/28/2015	Paratransit	Randy	Comstock	Manager	(312) 341-8061		randy.comstock@pacebus.com	550 W. Algonquin Rd., Arlington Heights, IL 60005
Thousand Oaks	Thousand Oaks Transit	7/29/2005	5/1/2013	Public Shuttle	Joel	Hargis	Manager	(561) 718-3029	(561) 840-3377	joelhargis@gmail.com	8031 Via Hacienda, Palm Beach Gardens, FL 33418
Torrance	Municipal Area Express (MAX)Commuter Bus Service	1/1/2004	Present	Multimode	Mike	Houser	Transportation Analyst	(805) 376-5063	(805) 498-4941	mhouse@toaks.org	1993 Rancho Conejo Road, Thousand Oaks, CA 91320 US
Tracy	Tracer Fixed Route and Paratransit Public Transportation Systems	7/1/2005	6/30/2013	Fixed Route	Ian	Dailey	Administrative Analyst	(310) 618-6234	(310) 618-6229	idailey@torranceca.gov	20500 Madrona Ave, Torrance, CA 90503
Transit Authority of River City (TARC)	Transit Authority of River City	7/1/2001	Present	Multimode	Ed	Lovell	Management Analyst II	(209) 831-6204	(209) 831-6218	ed.lovell@ci.tracy.ca.us	50 E. 6th Street, Tracy, CA 95376
Tulare	Tulare County Area Transit (TCAT) Management and Operation of the City of Tulare Transit System	10/1/2005	9/30/2012	Multimode	J. Barry	Baker	Executive Director	(502) 561-5100	(502) 213-3244	jbarr@baker@ridearc.org	100 West Broadway Louisville, KY 40203
Tulare	Transit Authority (UTA)	10/1/2006	Present	Multimode	Dan	Fox	Area Transit Manager	(559) 624-7180	(559) 740-4448	dfox@co.tulare.ca.us	5961 S. Mooney Blvd, Visalia, CA 93277-9394
University of Colorado	University of Colorado Shuttle Bus Service	7/1/2004	Present	Multimode	Darlene	Thompson	Finance Director	(559) 684-4227	(559) 685-5691	dthompson@ci.tulare.ca.us	411 East Kern Ave, Tulare, CA 93442
University of Kansas	Transportation Services: Fixed Route, Paratransit, Safe Ride, Safe ADA Complimentary Paratransit and Route Deviation Providers	7/1/2000	Present	Multimode	Wilson	Lee	Transit Manager	(510) 675-5409	(510) 675-9885	wilson@uniohiohity.org	34650 7th Street, Union City, CA 94587
Utah Transit Authority (UTA)	Utah Transit Authority (UTA)	6/1/2004	9/8/2013	University/College Shuttle	Kerrie	Bathje	Manager of Parking and Transportation	(303) 724-0049		kerrie.bathje@ucdenver.edu	1945 N. Wheeling Street Mail Stop F410, Auror, CO 80045
VA Northern California Health Care System	Grounds Transportation (Special Needs) for the San Francisco VA	8/1/2007	Present	Multimode	Danny	Kaiser	Assistant Director of Parking & Transit	(785) 864-7445	(785) 864-5220	dkaiser@ku.edu	1501 Irving Hill Road, Lawrence, KS 66045 USA
Valley Mountain Regional Center	Valley Mountain Regional Center	9/1/2004	Present	Paratransit	Joyce	Wall	Manager of Paratransit Services	(801) 287-5373	(801) 287-4565	jwall@hideuta.com	3600 S 700 W, Salt Lake City, UT 84130
Valley Regional Transit	Valley Ride Transit System	10/1/1998	Present	Paratransit	Kathy	Gotschall	Benefits Manager	(415) 750-6613	n/a	kathy.gotschall@va.gov	4150 Clement Street, San Francisco, CA 94124
Valley Regional Transit	Meridian Saturday Passenger	6/1/1997	Present	Regional Center	Wilma	Murray	Community Service	(209) 955-3244	(209) 473-0256	wmurray@vmrc.net	702 N Aurora Street, Stockton, CA 95202
Ventura County Transportation Commission	Heritage Valley	8/1/2010	Present	Management	Bruce	Sackron	Transportation Director	(208) 846-8547	(208) 846-8564	bsackron@valleyregionaltransit.org	700 NE 2nd St, Ste. 100, Meridian, ID 83642
Veolia, Inc.	DMAS Group Van Services	9/1/2014	9/30/2015	Fixed Route	Marc	Soto	Transportation Director	(208) 846-8547	(208) 846-8564	marcsoto@valleyregionaltransit.org	700 NE 2nd St, Ste. 100, Meridian, ID 83642
Veolia, Inc.	San Francisco Access	3/2/2015	Present	Fixed Route	Aaron	Bonfillo	Program Manager - Transit Services	(805) 642-1591	ext:121	abonfillo@goventura.org	950 County Square Drive, Suite 207, Ventura, CA 93003
Veolia, Inc.	SF Paratransit Shopping Shuttle										
Veteran Affairs	Hines VA Hospital	9/18/1996	Present	Paratransit	Mary	Rowlands	Program Coordinator	(510) 893-5949	(510) 446-2082	mary.rowlands@veoliatransdev.com	1720 Broadway, Oakland, CA 94612
Visalia	Visalia Transit System and SEKI Wake Coordinated Transportation Service (WCTS)	5/1/2012	8/31/2014	Paratransit	Marc	Soto	Program Coordinator	(415) 351-7010		marc.soto@veoliotransdev.com	
Wake County Human Services	Wake Coordinated Transportation Service (WCTS)	1/8/2012	8/31/2014	Paratransit	Marc	Soto	Program Coordinator	(415) 351-7010		marc.soto@veoliotransdev.com	
Washington County Transportation Authority	Fixed Route Service	5/1/2012	8/31/2014	Paratransit	Marc	Soto	Program Coordinator	(415) 351-7010		marc.soto@veoliotransdev.com	
Washington Metropolitan Area Transit Authority (Metro)	MetroAccess Operational Control Center	8/10/2012	8/31/2014	Paratransit	Tyrone	Reed	Program Analyst / Contract Officer's	(708) 202-8387		tyrone.reed@va.gov	5000 South 5th Avenue, Hines, Illinois 60141 USA
Washington Metropolitan Area Transit Authority (Metro)	MetroAccess Paratransit Services for Maryland, Virginia and Wells Fargo Employee Shuttle Services	9/1/2003	Present	Multimode	Monty	Cox	Transit Manager	Ext. 21593	(559) 713-4815	mcox@ci.visalia.ca.us	425 E Oak Ave Ste101, Visalia, CA 93291
Wells Fargo Bank N.A.	Fixed Route Shuttle & DAR Services for the City of West Covina	7/1/2003	Present	Paratransit	Don	Willis	Transportation Manager	(919) 250-3829		donwillis@wakegov.com	220 Swinburne Street PO Box 46883, Raleigh, NC 27602 United States
West Covina	Fixed Route Shuttle & DAR Services for the City of West Covina	7/1/2014	Present	Fixed Route	Joe	Thomas	Assistant General Manager for Access	(724) 223-2442			Washington City, PA
West Hollywood	Fixed Route, Dial A Ride and Trolley Transportation Services	7/1/2013	Present	Call Center	Christian	Kent	Assistant General Manager for Access	(202) 962-2100		ckent@wmata.com	Department of Access Services 600 Fifth Street NW, Washington, DC 20001
West Hollywood	TLC Door to Door Service	3/1/2006	7/1/2013	Paratransit	Christian	Kent	Assistant General Manager for Access	(202) 962-2100		ckent@wmata.com	Department of Access Services 600 Fifth Street NW, Washington, DC 20001
West Hollywood	Trolley Transportation Services	9/1/2004	Present	Private (Corporate) Shuttle	Christina	Davis	Regional Building Administrator	(925) 686-7438	(925) 685-3387	davis@ci.wellsfargo.com	1220 Concord Avenue/A0314-015, Concord, CA 94520
West Hollywood	Fixed Route Shuttle & DAR Services for the City of West Covina	3/9/2014	Present	Multimode	Scott	Smilowitz	Community Services manager	(626) 939-8443	(626) 939-8675	scott.smilowitz@westcovina.org	1444 West Garvey, West Covina, CA 91790 US
West Hollywood	Fixed Route, Dial A Ride and Trolley Transportation Services	7/1/2002	Present	Multimode	Perri Sloane	Goodman	Social Services & Transportation	(323) 848-6370	(323) 848-6565	pgoodman@weho.org	8300 Santa Monica Bl, West Hollywood, CA 90069-6216
West Hollywood	TLC Door to Door Service	10/1/2013	Present	Paratransit	Perri Sloane	Goodman	Social Services & Transportation	(323) 848-6370	(323) 848-6565	pgoodman@weho.org	8300 Santa Monica Bl, West Hollywood, CA 90069-6216

MV's List of Clients (past 5 years)

Account Name: Account Name	Contract Name	Service Start	Service End	Service Type	First Name	Last Name	Title	Phone	Fax	Email	Mailing Address
Western Contra Costa Transit Authority (WestCat)	WestCAT	7/1/2000	Present	Multimode	Charles	Anderson	General Manager	(510) 724-3331	(510) 724-5551	charlie@westcat.org	601 Walter Ave, Pinole, CA 94564 31200 Oak Crest Dr, Westlake Village, CA 91361
Westlake Village	Westlake Village	1/14/2006	9/1/2011	Paratransit	Kerry	Kallman	Administrative Analyst	(818) 706-1613	(818) 706-1391	kerry@wlv.org	
Whittier	City of Whittier/La Habra Dial-a-Ride Service Operation	8/1/2007	Present	Paratransit	Jeff	Crouchley	Transit Operations Manager	(910) 938-6453		jcrouchley@ci.jacksonville.nc.us	PO Box 128, Jacksonville, NC 28541
Wilson	Wilson County Coordinated Transportation Services	5/14/2007	1/31/2016	Paratransit	Marvin	Sharpe	County Coordinator	(252) 399-2817	(252) 399-2770	mtsharpe@wilson-co.com	2201 Miller Rd Wilson NC 27893, Wilson, NC 27893
Winter Springs	Winter Springs	4/1/2003	Present	Paratransit	Kevin	Smith	City Manager	(407) 327-6590	(407) 327-6686	ksmith@winterspringsfl.org	1126 E State Rd #434, Winter Springs, FL 32708

Occur Id	Occur Loss Desc	Accident Date	Status	Close Date	Cov	Location Level 1	State	Paid	Outstanding	Incurred
M130473	WHEELCHAIR PASSENGER BEING LIFTED IN THE RAMP. IN	01/16/2013	C	10/03/2013	AL	190 - Reno, Nv	NV	\$3,010.60	\$0.00	\$3,010.60
M130564	PASSENGER TRIPPED AND FELL WHILE BOARDING UNIT	01/17/2013	C	05/02/2013	AL	190 - Reno, Nv	NV	\$28.60	\$0.00	\$28.60
M1310103	ADVERSE VEHICLE REARENDED MV UNIT.	11/01/2013	C	02/07/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M1310197	FEMALE PASSENGER FELL AS THE BUS CAME TO A STOP.	11/06/2013	C	02/29/2016	AL	222 - Las Vegas, Nv	NV	\$5,021.43	\$0.00	\$5,021.43
M1310304	MV MADE CONTACT WITH AV DRIVERS SIDE MIRROR.	11/08/2013	C	05/21/2014	AL	222 - Las Vegas, Nv	NV	\$943.87	\$0.00	\$943.87
M1310316	PASSENGER FELL OUT OF SEAT WHEN MV MADE A LEFT	09/16/2013	C	02/25/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M1310332	THE DOOR CLOSED ON ITS OWN MAKING A CONTACT WITH	11/12/2013	C	05/28/2014	AL	190 - Reno, Nv	NV	\$3,582.74	\$0.00	\$3,582.74
M1310802	AV MOVED INTO OUR LANE AND MADE CONTACT W/RIGHT	11/22/2013	C	02/07/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M1311032	AV RAN RED LIGHT MAKING A RIGHT TURN AND MADE	12/02/2013	C	12/16/2013	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M1311082	PASSENGER AARON BELL WAS INJURED ON THE MV, ROUTE	07/29/2013	C	10/13/2015	AL	222 - Las Vegas, Nv	NV	\$1,521.08	\$0.00	\$1,521.08
M1311176	UNIT REARENDED ADVERSE VEHICLE	12/05/2013	C	12/12/2013	AL	222 - Las Vegas, Nv	NV	\$2,328.33	\$0.00	\$2,328.33
M1311356	UNIT REARENDED ADVERSE VEHICLE	12/05/2013	C	01/22/2014	AL	222 - Las Vegas, Nv	NV	\$1,022.32	\$0.00	\$1,022.32
M1311435	BUS AND PICKUP TRUCK CLICKED MIRRORS, NO INJURIES	12/10/2013	C	03/16/2014	AL	190 - Reno, Nv	NV	\$8.95	\$0.00	\$8.95
M1311438	DUE TO TRAFFIC THE MV MADE A SUDDEN STOP CAUSING A	12/12/2013	C	05/12/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M131162	A MALE PASSENGER WAS STANDING WHEN MV UNIT CAME	12/11/2013	C	02/14/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M1311695	MV DRIVER SLAMMED ON BRAKES, PASS HIT HER HEAD ON	02/06/2013	C	10/30/2013	AL	051 - Carson City, Nv	NV	\$3,268.13	\$0.00	\$3,268.13
M1311705	MV DRIVER WAS PULLING INTO BUS STOP AND SIDE SWIPE	12/19/2013	C	02/07/2014	AL	190 - Reno, Nv	NV	\$0.00	\$0.00	\$0.00
M1311705	WHILE LOADING PASSENGERS, AN AV REAR ENDED THE MV	12/19/2013	C	01/30/2014	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M1311746	WHILE LOADING PASSENGERS, AN AV REAR ENDED THE MV	12/19/2013	C	02/12/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M1311805	WHILE LOADING PASSENGERS, AN AV REAR ENDED THE MV	12/20/2013	C	07/16/2014	AL	190 - Reno, Nv	NV	\$10.60	\$0.00	\$10.60
M1311862	MV UNIT WAS STOPPED AND REAR ENDED BY ADVERSE	12/20/2013	C	07/24/2014	AL	190 - Reno, Nv	NV	\$0.00	\$0.00	\$0.00
M1312112	AV CUT IN FRONT OF MV AND TURNED INTO A SHOPPING	12/23/2013	C	02/12/2014	AL	190 - Reno, Nv	NV	\$10.60	\$0.00	\$10.60
M131524	ADVERSE VEHICLE TURNED IN FRONT OF MV UNIT AND MADE	12/20/2013	C	04/18/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M132133	A PASSENGER WAS STEPPING OFF THE MV AND KNEELED	12/24/2013	C	02/19/2014	AL	190 - Reno, Nv	NV	\$0.00	\$0.00	\$0.00
M134321	AV ALLEGES THAT THE MV UNIT MADE CONTACT WITH AV.	12/21/2013	C	02/12/2016	AL	222 - Las Vegas, Nv	NV	\$336.00	\$0.00	\$336.00
M134385	MV WAS PULLING IN TO SERVICE A STOP AND MADE	02/16/2013	C	05/16/2013	AL	190 - Reno, Nv	NV	\$0.00	\$0.00	\$0.00
M134385	WHEN PULLING INTO A BUS STOP, MV HIT PARKED AV JUST	03/07/2013	C	04/05/2013	AL	190 - Reno, Nv	NV	\$1,543.67	\$0.00	\$1,543.67
M134385	AS DRIVER WAS PULLING AWAY FROM BUS STOP AV TURNED	05/09/2013	C	06/19/2013	AL	190 - Reno, Nv	NV	\$3,178.83	\$0.00	\$3,178.83
M134385	AS DRIVER WAS PULLING AWAY FROM BUS STOP AV TURNED	05/11/2013	C	05/11/2013	AL	190 - Reno, Nv	NV	\$10.60	\$0.00	\$10.60
M134605	AS DRIVER WAS PULLING AWAY FROM BUS STOP AV TURNED	05/11/2013	C	01/30/2014	AL	190 - Reno, Nv	NV	\$6,010.60	\$0.00	\$6,010.60
M134632	MV WAS TRAVELING NORTH, AV WAS IN THE LEFT LANE	05/17/2013	C	09/05/2013	AL	190 - Reno, Nv	NV	\$1,641.42	\$0.00	\$1,641.42
M134862	MV WAS TRAVELING NORTH, AV WAS IN THE LEFT LANE	05/17/2013	C	07/05/2013	AL	190 - Reno, Nv	NV	\$10.60	\$0.00	\$10.60
M135733	PULLING INTO BUS STOP MV SIDE SWIPE THE CAR THAT	05/18/2013	C	05/28/2013	AL	190 - Reno, Nv	NV	\$0.00	\$0.00	\$0.00
M135994	MV WAS PULLING INTO BUS STOP WHEN MV SIDE SWIPE AV.	05/20/2013	C	07/05/2013	AL	190 - Reno, Nv	NV	\$2,037.17	\$0.00	\$2,037.17
M136117	A PASSENGER WAS AT A STOP AS HE WAS PULLING AWAY.	05/24/2013	C	06/16/2014	AL	190 - Reno, Nv	NV	\$3,135.07	\$0.00	\$3,135.07
M136511	CLIENT STOOD UP TO PULL STOP REQUEST CORD, AS MV	07/01/2013	C	09/13/2013	AL	051 - Carson City, Nv	NV	\$25,010.60	\$0.00	\$25,010.60
M136552	PASSENGER (CHRISTINA G. PONCE) CLAIMS BUS PULLED	07/18/2013	C	08/06/2013	AL	051 - Carson City, Nv	NV	\$10.60	\$0.00	\$10.60
M136571	A PASSENGER, HENRY CRADDOCK, STOOD UP AS THE MV	07/19/2013	C	12/26/2013	AL	190 - Reno, Nv	NV	\$10.60	\$0.00	\$10.60
M136644	MV DRIVER MADE CONTACT WITH AV WITH THE MV	07/19/2013	C	10/22/2013	AL	222 - Las Vegas, Nv	NV	\$1,186.46	\$0.00	\$1,186.46
M136666	POWER OUTSAGE CAUSED LIGHTS TO BE OUT	07/22/2013	C	08/23/2013	AL	190 - Reno, Nv	NV	\$0.00	\$0.00	\$0.00
M136734	MECHANIC BACKED INTO THE VEHICLE BEHIND HIM IN THE	07/19/2013	C	08/06/2013	AL	222 - Las Vegas, Nv	NV	\$3,199.22	\$0.00	\$3,199.22
M136763	AV PULLED OUT OF DRIVEWAY CAUSING MV TO HIT AV. AV	07/25/2013	C	06/13/2014	AL	222 - Las Vegas, Nv	NV	\$25.60	\$0.00	\$25.60
M136975	HOTLINE REPORT STATES MV UNIT STRUCK ADVERSE	07/26/2013	C	10/30/2013	AL	051 - Carson City, Nv	NV	\$1,523.95	\$0.00	\$1,523.95
M136975	AV PULLED OUT FROM PARKING GARAGE IN FRONT OF MV	08/01/2013	C	12/17/2013	AL	222 - Las Vegas, Nv	NV	\$2,010.60	\$0.00	\$2,010.60
M136975	AV PULLED OUT FROM PARKING GARAGE IN FRONT OF MV	08/01/2013	C	12/17/2013	AL	222 - Las Vegas, Nv	NV	\$1,010.60	\$0.00	\$1,010.60
M136975	AV PULLED OUT FROM PARKING GARAGE IN FRONT OF MV	08/01/2013	C	08/29/2013	AL	222 - Las Vegas, Nv	NV	\$1,981.26	\$0.00	\$1,981.26
M136975	AV PULLED OUT FROM PARKING GARAGE IN FRONT OF MV	08/01/2013	C	01/02/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M136975	AV PULLED OUT FROM PARKING GARAGE IN FRONT OF MV	08/01/2013	C	01/02/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M136975	AV PULLED OUT FROM PARKING GARAGE IN FRONT OF MV	08/01/2013	C	03/19/2014	AL	222 - Las Vegas, Nv	NV	\$378.37	\$0.00	\$378.37
M136975	AV PULLED OUT FROM PARKING GARAGE IN FRONT OF MV	08/01/2013	C	08/29/2013	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M136975	AV PULLED OUT FROM PARKING GARAGE IN FRONT OF MV	08/01/2013	C	01/02/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M136975	AV PULLED OUT FROM PARKING GARAGE IN FRONT OF MV	08/01/2013	C	01/02/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M136975	AV PULLED OUT FROM PARKING GARAGE IN FRONT OF MV	08/01/2013	C	01/02/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M136975	AV PULLED OUT FROM PARKING GARAGE IN FRONT OF MV	08/01/2013	C	01/02/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M136975	AV PULLED OUT FROM PARKING GARAGE IN FRONT OF MV	08/01/2013	C	01/02/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M136975	AV PULLED OUT FROM PARKING GARAGE IN FRONT OF MV	08/01/2013	C	01/02/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M136975	AV PULLED OUT FROM PARKING GARAGE IN FRONT OF MV	08/01/2013	C	01/02/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M136975	AV PULLED OUT FROM PARKING GARAGE IN FRONT OF MV	08/01/2013	C	01/02/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M136979	MV RE AV. MV UNIT DAMAGE TO BIKE RACK AND AV HAD	08/01/2013	C	09/18/2013	AL	222 - Las Vegas, Nv	NV	\$4,584.30	\$0.00	\$4,584.30
M136990	COACH WAS TRAVELING NORTH APPROACHING OWENS RD.	08/02/2013	C	09/05/2013	AL	222 - Las Vegas, Nv	NV	\$540.90	\$0.00	\$540.90
M137208	AV DRIVER CLAIMS THAT OUR UNIT CHANGED LANES	08/09/2013	C	09/13/2013	AL	222 - Las Vegas, Nv	NV	\$8,620.68	\$0.00	\$8,620.68

Occur Id	Occur_Loss_Desc	Accident Date	Status	Close Date	Cov	Location Level 1	State	Paid	Outstanding	Incurred
M137281	MV UNIT WAS PARKED ADVERSE SWERVED INTO MV UNIT ON	08/13/2013	C	09/18/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M137491	THE BUS WAS TRAVELING IN A CONSTRUCTION ZONE.	08/20/2013	C	10/31/2013	AL	190 - Reno, Nv	NV	\$0.00	\$0.00	\$0.00
M137584	MV UNIT TURNING RIGHT WHEN A PWD WHEELCHAIR TIPPED	08/22/2013	O		AL	222 - Las Vegas, Nv	NV	\$22,513.06	\$102,536.94	\$125,050.00
M137740	PASSENGER FELL FORWARD INTO THE SAFETY BAR AFTER	08/28/2013	C	09/27/2013	AL	190 - Reno, Nv	NV	\$10.60	\$0.00	\$10.60
M137856	MV UNIT STRUCK PARKED ADVERSE VEHICLE	09/01/2013	C	10/09/2013	AL	190 - Reno, Nv	NV	\$631.13	\$0.00	\$631.13
M137857	MV UNIT STRUCK PEDESTRIAN	09/01/2013	C	02/26/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M138024	DRIVER CLIPPED THE BUMPER OF ADVERSE VEHICLE	09/06/2013	C	10/17/2013	AL	051 - Carson City, Nv	NV	\$2,818.12	\$0.00	\$2,818.12
M138165	MV UNIT STRUCK A PEDESTRIAN. PEDESTRIAN WAS	09/11/2013	C	07/01/2014	AL	190 - Reno, Nv	NV	\$90,557.74	\$0.00	\$90,557.74
M138205	PASSENGER LEAVING UNIT, CAUGHT IN THE DOOR, CLAIMING	09/11/2013	C	02/21/2014	AL	190 - Reno, Nv	NV	\$10.60	\$0.00	\$10.60
M138205	PASSENGER LEAVING UNIT, CAUGHT IN THE DOOR, CLAIMING	09/11/2013	C	02/21/2014	AL	190 - Reno, Nv	NV	\$10.60	\$0.00	\$10.60
M138410	MV DRIVER WAS PICKING UP A PASSENGER AND PASSENGER	09/13/2013	C	05/19/2014	AL	222 - Las Vegas, Nv	NV	\$6,457.16	\$0.00	\$6,457.16
M138526	MV REAR ENDED ADVERSE VEHICLE.	09/21/2013	C	08/13/2014	AL	222 - Las Vegas, Nv	NV	\$12,534.60	\$0.00	\$12,534.60
M138526	MV REAR ENDED ADVERSE VEHICLE.	09/21/2013	C	10/21/2014	AL	190 - Reno, Nv	NV	\$10.60	\$0.00	\$10.60
M138526	MV REAR ENDED ADVERSE VEHICLE.	09/21/2013	C	01/25/2016	AL	222 - Las Vegas, Nv	NV	\$12,901.31	\$0.00	\$12,901.31
M138537	THE PASSENGER BOARDED THE BUS AND AS THE BUS	09/22/2013	C	10/26/2014	AL	190 - Reno, Nv	NV	\$6,510.60	\$0.00	\$6,510.60
M138557	MVD PULLED INTO A BUS STOP AND WAS DISTRACTED BY A	09/23/2013	C	10/18/2013	AL	190 - Reno, Nv	NV	\$2,000.00	\$0.00	\$2,000.00
M138775	THE PASSENGER WAS STANDING IN THE AISLE WITH A CART.	09/28/2013	C	11/06/2013	AL	222 - Las Vegas, Nv	NV	\$15,028.20	\$0.00	\$15,028.20
M138835	ADVERSE CUT OFF UNIT TO GO INTO THE PARKING LOT	09/30/2013	C	11/19/2013	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M138835	ADVERSE CUT OFF UNIT TO GO INTO THE PARKING LOT	09/30/2013	C	12/06/2013	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M138931	MV UNIT REARENDED ADVERSE VEHICLE AT TRAFFIC LIGHT	10/03/2013	C	11/10/2014	AL	222 - Las Vegas, Nv	NV	\$8,544.25	\$0.00	\$8,544.25
M138981	PASSENGER FELL WHILE WALKING DOWN AISLE	10/03/2013	C	07/23/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M139053	PASSENGER LOST CONSCIOUSNESS, AND SLID OUT OF SEAT	10/05/2013	C	12/26/2013	AL	190 - Reno, Nv	NV	\$10.60	\$0.00	\$10.60
M139278	MV HAD TO MAKE A HARD STOP AND A MALE PASSENGER	10/12/2013	C	04/24/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M139453	MV MADE CONTACT WITH ANOTHER VEH	10/18/2013	C	11/11/2013	AL	222 - Las Vegas, Nv	NV	\$1,246.04	\$0.00	\$1,246.04
M139453	MV MADE CONTACT WITH ANOTHER VEH	10/18/2013	C	03/07/2016	AL	222 - Las Vegas, Nv	NV	\$19,357.94	\$0.00	\$19,357.94
M139453	MV MADE CONTACT WITH ANOTHER VEH	10/18/2013	C	03/04/2016	AL	222 - Las Vegas, Nv	NV	\$24,038.80	\$0.00	\$24,038.80
M139564	MV WAS PULLING AWAY FROM THE STOP. THE PASSENGER	10/22/2013	C	01/08/2014	AL	222 - Las Vegas, Nv	NV	\$5,510.60	\$0.00	\$5,510.60
M139564	MV WAS PULLING AWAY FROM THE STOP. THE PASSENGER	10/22/2013	C	12/23/2014	AL	222 - Las Vegas, Nv	NV	\$78,530.87	\$0.00	\$78,530.87
M139601	THE MV UNIT MADE CONTACT WITH A PARKED CAR- MV	10/23/2013	C	10/30/2013	AL	190 - Reno, Nv	NV	\$2,592.74	\$0.00	\$2,592.74
M139622	AV CUT OFF COACH - OPERATOR PERFORMED A HARD STOP	10/22/2013	C	02/26/2016	AL	222 - Las Vegas, Nv	NV	\$23,036.04	\$0.00	\$23,036.04
M139910	WHILE PULLING INTO THE BUS STOP, THE MV MADE	10/31/2013	C	11/14/2013	AL	190 - Reno, Nv	NV	\$1,033.47	\$0.00	\$1,033.47
M139945	INS VEHICLE MADE CONTACT WITH ADVERSE VEHICLE'S	10/31/2013	C	02/24/2014	AL	222 - Las Vegas, Nv	NV	\$136.77	\$0.00	\$136.77
M140073	PASSENGER FELL AS MV UNIT WAS COMING TO STOP	01/04/2014	C	02/13/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M140262	PASSENGER IN POWER WHEELCHAIR TIPPED OVER WHILE	01/09/2014	C	02/14/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M140294	MV WENT INTO A PARKING LOT TO TURN AROUND DUE TO	01/10/2014	C	02/12/2014	AL	190 - Reno, Nv	NV	\$2,809.00	\$0.00	\$2,809.00
M140321	FEMALE PASSENGER FELL OUT OF HER SEAT, WHEN THE MV	01/10/2014	C	08/24/2015	AL	222 - Las Vegas, Nv	NV	\$19,196.40	\$0.00	\$19,196.40
M140390	AV WAS CITED FOR FAILURE TO YIELD, AV WAS MAKING A	01/13/2014	C	02/19/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M140597	PASSENGER(ARZETTA HARVEY 702-542-9187) FELL AFTER	01/17/2014	C	06/20/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M140879	MV UNIT REAR ENDED ADVERSE VEHICLE	01/28/2014	C	02/10/2016	AL	222 - Las Vegas, Nv	NV	\$5,204.99	\$0.00	\$5,204.99
M140879	MV UNIT REAR ENDED ADVERSE VEHICLE	01/28/2014	C	02/10/2016	AL	222 - Las Vegas, Nv	NV	\$19.55	\$0.00	\$19.55
M140879	MV UNIT REAR ENDED ADVERSE VEHICLE	01/28/2014	C	12/10/2015	AL	222 - Las Vegas, Nv	NV	\$16,019.55	\$0.00	\$16,019.55
M140879	MV UNIT REAR ENDED ADVERSE VEHICLE	01/28/2014	C	03/17/2014	AL	222 - Las Vegas, Nv	NV	\$9,066.61	\$0.00	\$9,066.61
M140958	MV UNIT MADE CONTACT WITH AV DRIVER SIDE MIRROR	01/30/2014	C	07/30/2014	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M1410080	PASSENGER CALLED AFTER A WEEK COMPLAINING ABOUT A	09/23/2014	C	11/10/2014	AL	190 - Reno, Nv	NV	\$8.65	\$0.00	\$8.65
M1410164	MV TURNED LEFT ON RED LIGHT AND HAD TO HARD STOP TO	10/02/2014	C	03/16/2016	AL	222 - Las Vegas, Nv	NV	\$40,008.95	\$0.00	\$40,008.95
M1410320	DRIVER STATED PASSENGER WAS NOT PAYING ATTENTION	09/26/2014	C	11/20/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M1410466	A BURGUNDY VEH CUT MV DRIVER OFF. MV DRIVER HIT HER	10/11/2014	C	03/10/2015	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M1410536	A CAR IN FRONT OF MV STOPPED FOR A PEDESTRIAN AND	10/14/2014	C	04/30/2015	AL	190 - Reno, Nv	NV	\$19.50	\$0.00	\$19.50
M1410539	MV STRUCK PARKED AV SIDE VIEW MIRROR	10/14/2014	C	08/28/2015	AL	190 - Reno, Nv	NV	\$508.65	\$0.00	\$508.65
M1410615	MV WAS MAKING A RIGHT TURN AND A WHEELCHAIR	10/16/2014	C	12/19/2014	AL	222 - Las Vegas, Nv	NV	\$2,541.68	\$0.00	\$2,541.68
M1410653	PASSENGER WANTED TO GET OFF THE BUS ON THE NEXT	10/17/2014	C	06/10/2015	AL	190 - Reno, Nv	NV	\$12,309.95	\$0.00	\$12,309.95
M1410733	CURBSIDE MIRROR OF BUS MADE CONTACT WITH PARKED	10/20/2014	C	02/20/2015	AL	190 - Reno, Nv	NV	\$8.65	\$0.00	\$8.65
M1410987	AV CUT OFF THE MV AND THEN HIT A PEDESTRIAN. MV THEN	10/26/2014	C	12/19/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M1410987	AV CUT OFF THE MV AND THEN HIT A PEDESTRIAN. MV THEN	10/26/2014	C	12/19/2014	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M1411190	MV DID A HARD STOP TRYING TO AVOID AV. NO CONTACT	10/31/2014	C	11/25/2014	AL	222 - Las Vegas, Nv	NV	\$1,095.86	\$0.00	\$1,095.86
M1411193	MV UNIT WAS PULLING THE COACH OVER AND MADE	10/31/2014	C	09/28/2015	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M1411258	ALLEGED CLAIM- FEMALE PASSENGER CLAIMS DRIVER	10/04/2014	C	03/19/2015	AL	190 - Reno, Nv	NV	\$0.00	\$0.00	\$0.00
M1411293	MALE PASSENGER WITH A CANE LOST HIS BALANCE AND	11/01/2014	C	01/07/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M1411472	MALE PASSENGER CLAIMS MV UNIT MADE CONTACT WITH	11/06/2014	C	02/24/2015	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M1411473	FEMALE PASSENGER CLAIMS SHE WAS GOING UP THE	10/31/2014	C	02/24/2015	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M1411606	MV PULLED INTO A BUS STOP AND THE REAR END CAUGHT	11/11/2014	C	12/12/2014	AL	190 - Reno, Nv	NV	\$3,594.92	\$0.00	\$3,594.92
M1411955	A PASSENGER STUBBED THEIR TOE AND FELL WHILE	11/18/2014	C	11/30/2015	AL	190 - Reno, Nv	NV	\$8.65	\$0.00	\$8.65

Occur Id	Occur_Loss_Desc	Accident Date	Status	Close Date	Cov	Location Level 1	State	Paid	Outstanding	Incurred
M1411961	AV1 SUDDENLY STOPPED FOR AV2 COMING OUT OF A FEMALE PASSENGER FELL EXITING THE BUS	10/23/2014	C	02/12/2016	AL	051 - Carson City, Nv	NV	\$6,517.60	\$0.00	\$6,517.60
M1411973	AV HIT LEFT REAR CORNER OF MV DAMAGING THE BUMPER	11/19/2014	C	02/19/2015	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M1411975	MV attempted to go around AV and misjudged clearance and struck FEMALE PASSENGER BOARDING THE MV UNIT AND FELLNO	11/21/2014	C	12/24/2014	AL	222 - Las Vegas, Nv	NV	\$1,066.91	\$0.00	\$1,066.91
M1412060	MV unit sideswiped parked, unoccupied adverse vehicle.	02/05/2014	C	06/02/2014	AL	222 - Las Vegas, Nv	NV	\$986.41	\$0.00	\$986.41
M1412168	MV unit was stopped in traffic when adverse vehicle sideswiped MV WHILE CHANGING LANES MV UNIT MADE CONTACT WITH THE	11/25/2014	C	04/09/2015	AL	190 - Reno, Nv	NV	\$10.60	\$0.00	\$10.60
M1412169	MV UNIT MADE CONTACT WITH PEDESTRIAN IN CROSSWALK. A CLIENT CALLED AND STATED THAT MV UNIT MADE	11/28/2014	C	01/16/2015	AL	222 - Las Vegas, Nv	NV	\$904.52	\$0.00	\$904.52
M1412284	A MALE PASSENGER FELL WHILE GETTING ON THE MV CUSTOMER CLAIMS THAT THE DOORS CLOSED ON	12/03/2014	C	08/26/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M1412443	A MALE PASSENGER CLAIMS THAT THE DOORS CLOSED ON CUSTOMER CLAIMS THAT MV DRIVER ALMOST PASSED THE	12/05/2014	C	03/02/2016	AL	222 - Las Vegas, Nv	NV	\$1,619.59	\$0.00	\$1,619.59
M1412451	ADVERSE DRIVER FOLLOWED AND CAUGHT UP WITH MV UNIT MV UNIT MADE A HARD STOP TO AVOID MAKING CONTACT	12/03/2014	C	08/03/2015	AL	222 - Las Vegas, Nv	NV	\$3,532.65	\$0.00	\$3,532.65
M1412519	IT IS ALLEGED THAT THE WHEELCHAIR RAMP CAME DOWN ALLEGED MV DRIVER CAME TO A ABRUPT STOP AND A	12/04/2014	C	02/20/2015	AL	190 - Reno, Nv	NV	\$174.28	\$0.00	\$174.28
M1412614	MV DRIVER WAS TURNING ONTO CHARLESTON WHEN THE MV DRIVER DID A ABRUPT STOP TO AVOID COLLISION WITH	11/19/2014	C	12/23/2014	AL	222 - Las Vegas, Nv	NV	\$614.39	\$0.00	\$614.39
M1412743	MV UNIT AND ADVERSE VEHICLE WERE BOTH TURNING LEFT MV DRIVER WAS TURNING ONTO CHARLESTON WHEN THE	11/19/2014	C	01/05/2015	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M1412767	MV DRIVER WAS TURNING ONTO CHARLESTON WHEN THE MV DRIVER WAS TURNING ONTO CHARLESTON WHEN THE	12/01/2014	C	07/16/2015	AL	222 - Las Vegas, Nv	NV	\$205,639.04	\$0.00	\$205,639.04
M141283	IT IS ALLEGED THAT THE WHEELCHAIR RAMP CAME DOWN ALLEGED MV DRIVER CAME TO A ABRUPT STOP AND A	12/01/2014	C	03/02/2016	AL	222 - Las Vegas, Nv	NV	\$44.95	\$0.00	\$44.95
M1412929	ADVERSE DRIVER FOLLOWED AND CAUGHT UP WITH MV UNIT MV UNIT MADE A HARD STOP TO AVOID MAKING CONTACT	12/01/2014	C	07/16/2015	AL	222 - Las Vegas, Nv	NV	\$1,831.82	\$0.00	\$1,831.82
M1413109	IT IS ALLEGED THAT THE WHEELCHAIR RAMP CAME DOWN ALLEGED MV DRIVER CAME TO A ABRUPT STOP AND A	12/11/2014	C	07/13/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M1413189	MV DRIVER WAS TURNING ONTO CHARLESTON WHEN THE MV DRIVER WAS TURNING ONTO CHARLESTON WHEN THE	12/12/2014	C	02/26/2014	AL	222 - Las Vegas, Nv	NV	\$40.00	\$0.00	\$40.00
M1413304	MV DRIVER WAS TURNING ONTO CHARLESTON WHEN THE MV DRIVER WAS TURNING ONTO CHARLESTON WHEN THE	02/01/2014	C	01/05/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M1413304	MV DRIVER WAS TURNING ONTO CHARLESTON WHEN THE MV DRIVER WAS TURNING ONTO CHARLESTON WHEN THE	12/08/2014	C	02/26/2014	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M1413304	MV DRIVER WAS TURNING ONTO CHARLESTON WHEN THE MV DRIVER WAS TURNING ONTO CHARLESTON WHEN THE	12/29/2014	C	03/01/2015	AL	222 - Las Vegas, Nv	NV	\$1,909.60	\$0.00	\$1,909.60
M1413413	ALLEGED CLAIM- WOMEN ON A BICYCLE CALLED IN STATING Female driver claims MV sideswiped her car. Claims it damaged her	12/29/2014	C	03/21/2016	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M1413419	MV PASSENGER WAS ABOUT TO BOARD THE BUS AND WHILE MV WAS MAKING A LEFT TURN, AV THAT WAS	12/12/2014	C	12/30/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M1413436	MV PASSENGER WAS ABOUT TO BOARD THE BUS AND WHILE MV WAS MAKING A LEFT TURN, AV THAT WAS	10/20/2014	C	02/05/2016	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M141496	DRIVER PULLING UP AT BUS STOP, MALE PASSENGER FELL PASSENGER STATED THAT MV DRIVER HIT THE CURB & IS	02/17/2014	C	07/23/2015	AL	190 - Reno, Nv	NV	\$20,019.55	\$0.00	\$20,019.55
M141701	AN AV REAR ENDED THE MV UNIT WHILE AT A BUS STOP. CUSTOMER LEAVING THE UNIT/ FELL AND TRANSPORTED	02/19/2014	C	07/17/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M142063	AV FORD F 150 MADE CONTACT WITH MV UNIT NO INJURIES A PASSENGER WAS CAUGHT BETWEEN THE REAR DOORS	02/27/2014	C	04/16/2014	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M142166	PULLING INTO BUS TERMINAL AND SIDESWIPPED ANOTHER CLAIMANT ALLEGING DRIVER CLOSED HIS LEG IN DOOR AND	02/27/2014	C	05/19/2014	AL	222 - Las Vegas, Nv	NV	\$10.60	\$0.00	\$10.60
M142313	MV R/E AV AT TRAFFIC LIGHT. NO INJURIES. MV R/E AV AT TRAFFIC LIGHT. NO INJURIES.	02/28/2014	C	07/11/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M142545	MV R/E AV AT TRAFFIC LIGHT. NO INJURIES. MV R/E AV AT TRAFFIC LIGHT. NO INJURIES.	03/02/2014	C	04/04/2014	AL	190 - Reno, Nv	NV	\$510.60	\$0.00	\$510.60
M142827	MV R/E AV AT TRAFFIC LIGHT. NO INJURIES. MV R/E AV AT TRAFFIC LIGHT. NO INJURIES.	03/17/2014	C	08/25/2014	AL	222 - Las Vegas, Nv	NV	\$7,405.83	\$0.00	\$7,405.83
M142988	MV R/E AV AT TRAFFIC LIGHT. NO INJURIES. MV R/E AV AT TRAFFIC LIGHT. NO INJURIES.	03/21/2014	C	08/29/2014	AL	222 - Las Vegas, Nv	NV	\$28.65	\$0.00	\$28.65
M143171	ADVERSE VEHICLE MERGED INTO MV UNIT THEN LOST A MALE PASSENGER SLIPPED AS HE WAS BOARDING THE MV	03/21/2014	C	03/21/2014	AL	222 - Las Vegas, Nv	NV	\$17,528.65	\$0.00	\$17,528.65
M143066	PASSENGER TWISTED HER KNEE WHILE THE MV WAS MV UNIT WAS leaving a bus stop and struck unit bus	03/25/2014	C	06/16/2014	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M143171	MV UNIT WAS leaving a bus stop and struck unit bus MV DRIVER MADE CONTACT WITH MIRROR OF PARKED	03/26/2014	C	07/17/2015	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M143243	MV DRIVER MADE CONTACT WITH MIRROR OF PARKED passenger in a wheelchair ran off side of ramp.	03/28/2014	C	06/02/2014	AL	190 - Reno, Nv	NV	\$2,683.67	\$0.00	\$2,683.67
M143244	AS THE MV WAS TURNING A CORNER THE MV SCRAPPED AN AS THE MV WAS TURNING A CORNER THE MV SCRAPPED AN	03/28/2014	C	06/02/2014	AL	190 - Reno, Nv	NV	\$1,039.21	\$0.00	\$1,039.21
M143279	AS THE MV WAS TURNING A CORNER THE MV SCRAPPED AN AS THE MV WAS TURNING A CORNER THE MV SCRAPPED AN	04/01/2014	C	09/16/2015	AL	222 - Las Vegas, Nv	NV	\$24.00	\$0.00	\$24.00
M143301	FEMALE IN WHEELCHAIR FELL OUT OF HER CHAIR WHEN MV MV UNIT WAS MAKING A RIGHT TURN WHEN IT CAME IN	04/02/2014	C	06/05/2014	AL	190 - Reno, Nv	NV	\$3,033.76	\$0.00	\$3,033.76
M143358	MV pulling out of parking lot when MV air conditioning unit caught the ALLEGED INCIDENT, PASSENGER CLAIMS HE FINGER WAS	04/06/2014	C	06/05/2014	AL	190 - Reno, Nv	NV	\$8.65	\$0.00	\$8.65
M143359	MV unit rear ended the AV at a red light. MV unit rear ended the AV at a red light.	04/06/2014	C	05/19/2014	AL	222 - Las Vegas, Nv	NV	\$300.00	\$0.00	\$300.00
M143359	MV unit rear ended the AV at a red light. MV unit rear ended the AV at a red light.	04/06/2014	C	04/16/2014	AL	222 - Las Vegas, Nv	NV	\$8,278.84	\$0.00	\$8,278.84
M143359	AS THE MV WAS TURNING A CORNER THE MV SCRAPPED AN AS THE MV WAS TURNING A CORNER THE MV SCRAPPED AN	04/06/2014	C	10/05/2015	AL	222 - Las Vegas, Nv	NV	\$13,017.60	\$0.00	\$13,017.60
M143329	FEMALE IN WHEELCHAIR FELL OUT OF HER CHAIR WHEN MV MV UNIT WAS MAKING A RIGHT TURN WHEN IT CAME IN	04/06/2014	C	11/26/2015	AL	222 - Las Vegas, Nv	NV	\$17.60	\$0.00	\$17.60
M143726	MV pulling out of parking lot when MV air conditioning unit caught the ALLEGED INCIDENT, PASSENGER CLAIMS HE FINGER WAS	04/09/2014	C	08/11/2014	AL	190 - Reno, Nv	NV	\$13,138.15	\$0.00	\$13,138.15
M143790	MV unit rear ended the AV at a red light. MV unit rear ended the AV at a red light.	04/11/2014	C	07/31/2014	AL	231 - Elko, Nv	NV	\$2,664.22	\$0.00	\$2,664.22
M143847	MV unit rear ended the AV at a red light. MV unit rear ended the AV at a red light.	04/11/2014	C	12/12/2014	AL	222 - Las Vegas, Nv	NV	\$4,914.71	\$0.00	\$4,914.71
M143851	MV unit rear ended the AV at a red light. MV unit rear ended the AV at a red light.	04/11/2014	C	01/25/2016	AL	222 - Las Vegas, Nv	NV	\$3,400.00	\$0.00	\$3,400.00
M143851	MV unit rear ended the AV at a red light. MV unit rear ended the AV at a red light.	04/11/2014	C	04/06/2016	AL	222 - Las Vegas, Nv	NV	\$7,017.60	\$0.00	\$7,017.60
M143851	MV unit rear ended the AV at a red light. MV unit rear ended the AV at a red light.	04/11/2014	C	12/22/2015	AL	222 - Las Vegas, Nv	NV	\$17.60	\$0.00	\$17.60
M143890	AV WAS IN TURNING LANE NEXT TO MV UNIT & STRUCK AS MV DRIVER WAS CLOSING THE DOORS A FEMALE	04/12/2014	C	01/16/2016	AL	222 - Las Vegas, Nv	NV	\$8,017.60	\$0.00	\$8,017.60
M143899	AS MV DRIVER WAS CLOSING THE DOORS A FEMALE MV unit rear ended the AV at a red light.	03/19/2014	C	01/22/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M144183	MV SIDESWIPPED A STOPPED VEHICLE TRYING TO PASS THE PASSENGER GOT UP FROM HIS SEAT AND FELL WHILE MV	04/29/2014	C	07/29/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M144344	PASSENGER GOT UP FROM HIS SEAT AND FELL WHILE MV	04/23/2014	C	12/30/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65

Occur Id	Occur Loss Desc	Accident Date	Status	Close Date	Cov	Location Level 1	State	Paid	Outstanding	Incurred
M144442	FEMALE PASSENGER ASSUALTED BY DRIVER AND MV	04/23/2014	C	07/23/2014	AL	222 - Las Vegas, Nv	NV	\$209.25	\$0.00	\$209.25
M144442	FEMALE PASSENGER ASSUALTED BY DRIVER AND MV	04/23/2014	C	08/12/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M144513	PASSENGER FELL ON THE BUS WHILE BOARDING MV UNIT	04/27/2014	C	09/16/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M144523	MV PASSENGER ALLEGES THAT THE MV DRIVER HIT THE	04/24/2014	C	06/03/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M144527	MV UNIT REAR ENDED AV AT STOP LIGHT	04/28/2014	C	06/20/2014	AL	190 - Reno, Nv	NV	\$1,585.94	\$0.00	\$1,585.94
M144600	MV UNIT TRAVELING WEST AND LIGHT CHANGED MV COULD	04/30/2014	C	06/30/2014	AL	222 - Las Vegas, Nv	NV	\$11,887.19	\$0.00	\$11,887.19
M144600	MV UNIT TRAVELING WEST AND LIGHT CHANGED MV COULD	04/30/2014	C	10/10/2014	AL	222 - Las Vegas, Nv	NV	\$1,008.65	\$0.00	\$1,008.65
M144824	MALE PASSENGER IS ALLEGING THAT HE TWISTED HIS KNEE	04/17/2014	C	05/30/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M144867	ADVERSE REAR ENDED UNIT WHILE AT BUS STOP	05/06/2014	C	01/21/2015	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M144990	MV REAR ENDED AV AT LIGHT	05/09/2014	C	06/16/2014	AL	222 - Las Vegas, Nv	NV	\$6,780.65	\$0.00	\$6,780.65
M144990	MV REAR ENDED AV AT LIGHT	05/09/2014	C	05/28/2014	AL	222 - Las Vegas, Nv	NV	\$642.38	\$0.00	\$642.38
M145185	PASSENGER FELL OUT OF SEAT WITH GROCERIES	05/09/2014	C	06/27/2014	AL	222 - Las Vegas, Nv	NV	\$63.65	\$0.00	\$63.65
M145256	ELDERLY PASSENGER GETTING ON THE BUS STUMBLED AND	05/16/2014	C	02/22/2016	AL	190 - Reno, Nv	NV	\$17.60	\$0.00	\$17.60
M145299	ADVERSE VEH PULLED OUT OF SIDE STREET AND HIT	05/18/2014	C	08/28/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M145618	MV was at a 4 way stop and av rearended mv	05/27/2014	C	07/16/2014	AL	190 - Reno, Nv	NV	\$28.15	\$0.00	\$28.15
M145618	MV was at a 4 way stop and av rearended mv	05/27/2014	C	07/16/2014	AL	190 - Reno, Nv	NV	\$8.65	\$0.00	\$8.65
M145954	FEMALE PASSENGER WAS EXITING THE MV WHEN THEY	06/05/2014	C	07/30/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M145976	MV WAS LEAVING THE PARKING LOT WHEN HE MADE	06/07/2014	C	09/15/2014	AL	222 - Las Vegas, Nv	NV	\$5,153.33	\$0.00	\$5,153.33
M146066	AN UNIDENTIFIED FEMALE PASSENGER FELL WHEN	06/09/2014	C	09/24/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M146190	alleged claim passenger stated mv driver made a sudden stop and	04/04/2014	C	01/29/2015	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M146205	AS THE MV OPERATOR WAS LOWERING THE WHEELCHAIR	06/13/2014	C	12/29/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M146232	A PASSENGER HOLDING ONTO THE HAND RAIL STRAP WHEN	06/15/2014	C	07/09/2014	AL	222 - Las Vegas, Nv	NV	\$250.00	\$0.00	\$250.00
M146272	PER DIVISION, ALLEGEDLY MV MADE A HARD STOP AND	06/15/2014	C	11/11/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M146347	AV VEH REAR ENDED MV VEH. ADVERSE DRIVER GOT A	06/17/2014	C	09/09/2014	AL	222 - Las Vegas, Nv	NV	\$32.65	\$0.00	\$32.65
M146479	AV MADE CONTACT WITH BIKE RACK OF THE MV VEH AS AV	06/21/2014	C	08/27/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M146479	AV MADE CONTACT WITH BIKE RACK OF THE MV VEH AS AV	06/21/2014	C	08/27/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M146479	AV MADE CONTACT WITH BIKE RACK OF THE MV VEH AS AV	06/21/2014	C	08/27/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M146567	PASSENGER IN MV HAD A BIKE FALL OFF THE RACK AND	06/23/2014	C	12/23/2014	AL	190 - Reno, Nv	NV	\$8.65	\$0.00	\$8.65
M146572	MV WAS STOPPED LOADING PASSENGERS WHEN ONE OF	06/24/2014	C	12/11/2014	AL	190 - Reno, Nv	NV	\$333.65	\$0.00	\$333.65
M146578	MV STOPPED AT THE GATE AND HAD TO GET OUT OF THE	06/24/2014	C	07/08/2014	AL	051 - Carson City, Nv	NV	\$3,075.00	\$0.00	\$3,075.00
M146660	AV PULLED OUT OF PRIVATE DRIVEWAY AND MADE CONTACT	06/26/2014	C	08/26/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M146660	AV PULLED OUT OF PRIVATE DRIVEWAY AND MADE CONTACT	06/26/2014	C	08/26/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M146757	AV WAS TURNING INTO THE PARKING WHEN THE MV UNIT	06/29/2014	C	08/25/2015	AL	222 - Las Vegas, Nv	NV	\$12,517.60	\$0.00	\$12,517.60
M146757	AV WAS TURNING INTO THE PARKING WHEN THE MV UNIT	06/29/2014	C	08/21/2014	AL	222 - Las Vegas, Nv	NV	\$2,546.27	\$0.00	\$2,546.27
M146949	AS MV UNIT WAS TRAVELING THROUGH THE INTERSECTION	07/04/2014	C	07/23/2014	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M146949	AS MV UNIT WAS TRAVELING THROUGH THE INTERSECTION	07/04/2014	C	07/23/2014	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M147049	MV MAKING A RIGHT TURN AND MV TAIL SWING CAME IN	07/08/2014	C	07/29/2014	AL	222 - Las Vegas, Nv	NV	\$2,416.37	\$0.00	\$2,416.37
M147286	ADVERSE PULLED OUT IN FRONT OF UNIT AND MADE	07/14/2014	C	07/31/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M147392	MV DID NOT SEE THE AV IN FRONT AND HARD BRAKED	07/17/2014	C	09/12/2014	AL	190 - Reno, Nv	NV	\$3,028.65	\$0.00	\$3,028.65
M147392	MV DID NOT SEE THE AV IN FRONT AND HARD BRAKED	07/17/2014	C	04/21/2015	AL	190 - Reno, Nv	NV	\$22,531.29	\$0.00	\$22,531.29
M147392	MV DID NOT SEE THE AV IN FRONT AND HARD BRAKED	07/17/2014	C	03/31/2016	AL	190 - Reno, Nv	NV	\$84,539.78	\$0.00	\$84,539.78
M147392	MV DID NOT SEE THE AV IN FRONT AND HARD BRAKED	07/17/2014	C	05/07/2015	AL	190 - Reno, Nv	NV	\$14,008.95	\$0.00	\$14,008.95
M147670	RED PICK UP TRUCK REAR ENDED MV.	07/26/2014	C	11/05/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M148013	ALLEGED CLAIM PASSENGER STATES 2 VEH CRASHED AND	07/28/2014	C	11/20/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M148109	adverse veh turned left from the middle lane striking mv	08/07/2014	C	10/03/2014	AL	222 - Las Vegas, Nv	NV	\$23.65	\$0.00	\$23.65
M148142	A MALE ADULT FELL WHILE THE BUS WAS APPROACHING AN	08/09/2014	C	10/28/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M148267	ADVERSE VEH MADE A TURN AND HIT THE MV UNIT BIKE	08/13/2014	C	12/29/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M148571	MV WAS PASSING A BROKEN DOWN AV AND CLIPPED THE	08/20/2014	C	10/07/2014	AL	222 - Las Vegas, Nv	NV	\$994.33	\$0.00	\$994.33
M148574	MV WAS MAKING LEFT TURN WHEN AV PASSED MV ON RIGHT	08/20/2014	C	01/10/2015	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M148574	MV WAS MAKING LEFT TURN WHEN AV PASSED MV ON RIGHT	08/20/2014	C	01/10/2015	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M148574	MV WAS MAKING LEFT TURN WHEN AV PASSED MV ON RIGHT	08/20/2014	C	01/10/2015	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M148665	MALE PASSENGER WAS EXITING THE REAR DOOR OF THE	08/25/2014	C	10/20/2015	AL	222 - Las Vegas, Nv	NV	\$16,528.85	\$0.00	\$16,528.85
M148700	AT A STOP LIGHT AFTER THE BUS HAD COME TO A	08/26/2014	C	11/18/2014	AL	190 - Reno, Nv	NV	\$2,809.26	\$0.00	\$2,809.26
M148700	AT A STOP LIGHT AFTER THE BUS HAD COME TO A	08/26/2014	C	09/22/2015	AL	190 - Reno, Nv	NV	\$125.60	\$0.00	\$125.60
M148700	AT A STOP LIGHT AFTER THE BUS HAD COME TO A	08/26/2014	C	09/04/2015	AL	190 - Reno, Nv	NV	\$8.65	\$0.00	\$8.65
M148718	MV HIT A PARKED AV	08/26/2014	C	09/08/2014	AL	222 - Las Vegas, Nv	NV	\$491.03	\$0.00	\$491.03
M148849	ALLEGED CLAIM- PASSENGER CLAIMS AS HE WAS GETTING	08/02/2014	C	02/16/2015	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M148979	UNIT REAR ENDED ADVERSE VEH.	09/01/2014	C	09/17/2014	AL	222 - Las Vegas, Nv	NV	\$300.00	\$0.00	\$300.00
M148979	UNIT REAR ENDED ADVERSE VEH.	09/01/2014	C	11/03/2014	AL	222 - Las Vegas, Nv	NV	\$2,491.78	\$0.00	\$2,491.78
M148979	UNIT REAR ENDED ADVERSE VEH.	09/01/2014	C	07/27/2015	AL	222 - Las Vegas, Nv	NV	\$15,008.65	\$0.00	\$15,008.65
M148979	UNIT REAR ENDED ADVERSE VEH.	09/01/2014	C	08/17/2015	AL	222 - Las Vegas, Nv	NV	\$32,523.53	\$0.00	\$32,523.53
M148979	UNIT REAR ENDED ADVERSE VEH.	09/01/2014	C	04/29/2015	AL	222 - Las Vegas, Nv	NV	\$18,008.65	\$0.00	\$18,008.65
M149023	DRIVER SLAMMED ON HIS BRAKES CAUSING A PASSENGER	09/02/2014	C	01/05/2015	AL	222 - Las Vegas, Nv	NV	\$6,008.65	\$0.00	\$6,008.65

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M149080	STOP LIGHTS WERE NOT WORKING. MV DID NOT STOP AND	09/04/2014	C	04/27/2015	AL	222 - Las Vegas, Nv	NV	\$5,637.11	\$0.00	\$5,637.11
M149196	BUS HIT A MANHOLE AND BOUNCED AND PASSENGER	09/08/2014	C	12/08/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M149299	AV MADE CONTACT WITH MV UNIT WHILE CHANGING LANE	09/11/2014	C	10/27/2014	AL	222 - Las Vegas, Nv	NV	\$32.65	\$0.00	\$32.65
M149299	AV MADE CONTACT WITH MV UNIT WHILE CHANGING LANE	09/11/2014	C	10/30/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M149299	AV MADE CONTACT WITH MV UNIT WHILE CHANGING LANE	09/11/2014	C	10/30/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M149299	AV MADE CONTACT WITH MV UNIT WHILE CHANGING LANE	09/11/2014	C	10/30/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M149521	MV UNIT RAN RED LIGHT AND STRUCK ADVERSE VEH.	09/16/2014	C	07/24/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M149521	MV UNIT RAN RED LIGHT AND STRUCK ADVERSE VEH.	09/16/2014	C	04/23/2015	AL	222 - Las Vegas, Nv	NV	\$29,047.53	\$0.00	\$29,047.53
M149521	MV UNIT RAN RED LIGHT AND STRUCK ADVERSE VEH.	09/16/2014	C	10/01/2015	AL	222 - Las Vegas, Nv	NV	\$10,689.66	\$0.00	\$10,689.66
M149585	THE LIGHT TURNED RED WHILE MV WAS GOING THROUGH	09/17/2014	C	08/31/2015	AL	222 - Las Vegas, Nv	NV	\$46,307.01	\$0.00	\$46,307.01
M149585	THE LIGHT TURNED RED WHILE MV WAS GOING THROUGH	09/17/2014	C	10/10/2015	AL	222 - Las Vegas, Nv	NV	\$40,023.39	\$0.00	\$40,023.39
M149585	THE LIGHT TURNED RED WHILE MV WAS GOING THROUGH	09/17/2014	C	12/11/2014	AL	222 - Las Vegas, Nv	NV	\$13,511.76	\$0.00	\$13,511.76
M149686	Jay walker was crossing in front of MV unit causing MV to make a	09/21/2014	C	08/31/2015	AL	222 - Las Vegas, Nv	NV	\$11,262.13	\$0.00	\$11,262.13
M149691	AV rear ended MV unit at bus stop. Injuries to operator.	09/21/2014	C	02/17/2015	AL	222 - Las Vegas, Nv	NV	\$20.00	\$0.00	\$20.00
M149893	PASSENGER WAS EXITING THROUGH THE FRONT DOOR AS	09/25/2014	C	12/30/2014	AL	222 - Las Vegas, Nv	NV	\$8.65	\$0.00	\$8.65
M149921	DRIVER MAKING A RIGHT TURN MADE CONTACT WITH A	09/25/2014	C	10/22/2014	AL	190 - Reno, Nv	NV	\$4,579.46	\$0.00	\$4,579.46
M150345	MV DRIVER WAS STOPPED AT A BUS STOP WHEN AV REAR	01/12/2015	C	02/27/2015	AL	222 - Las Vegas, Nv	NV	\$32.95	\$0.00	\$32.95
M150345	MV DRIVER WAS STOPPED AT A BUS STOP WHEN AV REAR	01/12/2015	C	02/27/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M150502	MV UNIT WAS REAR ENDED BY AV.	01/17/2015	C	05/11/2015	AL	222 - Las Vegas, Nv	NV	\$32.95	\$0.00	\$32.95
M150706	FEMALE PASSENGER FELL WALKING ON MV UNIT WHILE IT	01/22/2015	C	02/15/2016	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M150991	MV UNIT WAS GOING DOWN A NARROW STREET WITH A	01/30/2015	C	03/20/2015	AL	051 - Carson City, Nv	NV	\$45.83	\$0.00	\$45.83
M150998	MV WAS AT THE RED LIGHT WHEN AV MADE CONTACT WITH	01/31/2015	C	03/25/2015	AL	222 - Las Vegas, Nv	NV	\$32.95	\$0.00	\$32.95
M1510283	Passenger fell out of his seat and onto the floor. The incident was not	10/09/2015	C	02/15/2016	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M1510285	AV tboned the MV.	10/17/2015	C	11/17/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M1510306	WHILE MV WAS PULLING INTO STOP PASSENGER FELL	10/19/2015	C	10/17/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M1510367	PASSENGER THOUGHT THE MV WAS LOWER WHEN HE	10/20/2015	C	02/08/2016	AL	222 - Las Vegas, Nv	NV	\$32.95	\$0.00	\$32.95
M1510378	PASSENGER HAD A HEART ATTACK AND FELL IN THE COACH	09/15/2015	C	02/04/2016	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M1510512	AS MV WAS LOWERING THE WHEELCHAIR RAMP A	10/12/2015	C	01/13/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M1510953	THE MV UNIT DRIVER WAS PULLING INTO A SERVICE STOP	11/03/2015	C	12/21/2015	AL	222 - Las Vegas, Nv	NV	\$40.00	\$0.00	\$40.00
M1510982	THE PASSENGER WAS BEING ROBBED BY A MALE	10/29/2015	C	03/28/2016	GL	190 - Reno, Nv	NV	\$1,914.57	\$0.00	\$1,914.57
M151104	MV SLAMMED ON BRAKES AND PASSENGER FELL OUT OF	01/28/2015	C	04/24/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M1511116	MV PASSENGER FELL ON THE UNIT WHILE PARKED	11/08/2015	C	03/14/2016	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M1511290	MALE PASSENGER WHILE TRYING TO BOARD FELL BECAUSE	11/12/2015	C	02/08/2016	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M1511292	AV RIGHT MIRROR STRUCK THE LEFT SIDE OF MV AT BUS	11/12/2015	C	03/09/2016	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M1511375	DRIVER TOOK FOOT OFF BRAKE AND ROLLED INTO THE	11/15/2015	C	03/09/2016	AL	222 - Las Vegas, Nv	NV	\$9.20	\$0.00	\$9.20
M1511519	AV MADE CONTACT WITH DRIVER SIDE MIRROR OF MV AS MV	11/18/2015	C	01/07/2016	AL	222 - Las Vegas, Nv	NV	\$1,004.55	\$0.00	\$1,004.55
M1511624	MV MADE A HARD STOP TO AVOID ANOTHER VEHICLE. ONE	11/20/2015	C	03/02/2016	AL	190 - Reno, Nv	NV	\$1,508.95	\$0.00	\$1,508.95
M1511715	MV WAS CROSSING INTERSECTION WHEN AV HIT MV ON	11/23/2015	C	12/31/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M1511763	MV RAN A RED LIGHT AND HIT AV. AV HIT A POLE	11/24/2015	C	01/21/2016	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M1511898	MV REAR ENDED THE AV	11/30/2015	C	02/17/2016	AL	222 - Las Vegas, Nv	NV	\$24.00	\$0.00	\$24.00
M1512150	PASSENGER WAS CHASING THE PHONE THAT FELL OFF HER	12/06/2015	C	01/19/2016	AL	190 - Reno, Nv	NV	\$8.95	\$0.00	\$8.95
M1512464	MV WAS PULLING INTO A STOP AND PASSENGER WAS	12/14/2015	C	02/29/2016	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M151257	MV UNIT WAS MAKING A RIGHT TURN AND ADVERSE VEH	02/05/2015	C	05/10/2015	AL	190 - Reno, Nv	NV	\$1,320.15	\$0.00	\$1,320.15
M1512583	A PASSENGER FELL DUE TO THE MVD MAKING A HARD STOP	12/16/2015	C	02/08/2016	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M1512597	AS MV WAS CROSSING AN INTERSECTION AV STRUCK THE	12/17/2015	C	01/25/2016	AL	222 - Las Vegas, Nv	NV	\$1,849.17	\$0.00	\$1,849.17
M1512805	FEMALE PASSENGER FELL EXITING THE MV	12/16/2015	C	02/12/2016	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M1512812	AS THE MV UNIT WAS PULLING OVER TO PARK THE UNITS	12/23/2015	C	03/01/2016	AL	051 - Carson City, Nv	NV	\$2,383.92	\$0.00	\$2,383.92
M1512964	MV clipped the driver side mirror of AV.	12/26/2015	C	03/30/2016	AL	222 - Las Vegas, Nv	NV	\$487.97	\$0.00	\$487.97
M1512990	AV made a u-turn in front of unit and made contact with AV rear	12/20/2015	C	03/29/2016	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M1512990	AV made a u-turn in front of unit and made contact with AV rear	12/20/2015	C	03/29/2016	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M1513087	PASSENGER IS CLAIMING THAT DRIVER DID NOT SEE A DIP	12/24/2015	C	02/24/2016	AL	051 - Carson City, Nv	NV	\$0.00	\$0.00	\$0.00
M151356	MV DRIVER STATED THAT A CHILD RAN IN FRONT OF MV	02/09/2015	C	05/29/2015	GL	190 - Reno, Nv	NV	\$1,367.61	\$0.00	\$1,367.61
M151384	THERE WAS A TEMPORARY BUS STOP THAT BLEW OVER DUE	02/09/2015	C	02/13/2015	GL	190 - Reno, Nv	NV	\$0.00	\$0.00	\$0.00
M151444	MV WAS STOPPING AT A BUS STOP WHEN ADVERSE VEH	02/10/2015	C	03/27/2015	AL	222 - Las Vegas, Nv	NV	\$10.00	\$0.00	\$10.00
M151463	MALE PASSENGER FELL INSIDE THE MV UNIT DUE TO A HARD	02/11/2015	C	06/18/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M151504	AS DRIVER WAS DEPLOYING THE RAMP A PASSENGER TRIED	02/11/2015	C	06/26/2015	AL	190 - Reno, Nv	NV	\$8.95	\$0.00	\$8.95
M151509	MV UNIT WAS NEXT TO A BICYCLIST WHILE AT THE TRAFFIC	02/11/2015	C	03/12/2015	AL	222 - Las Vegas, Nv	NV	\$1,924.00	\$0.00	\$1,924.00
M151511	CLIENT ALLEGES MV WAS SECURING HER POWER	02/03/2015	C	03/30/2015	AL	222 - Las Vegas, Nv	NV	\$199.84	\$0.00	\$199.84
M151727	MV WAS MAKING A LEFT TURN AND THE BUS MADE CONTACT	02/18/2015	C	05/10/2015	AL	190 - Reno, Nv	NV	\$1,475.63	\$0.00	\$1,475.63
M151857	AV MADE CONTACT WITH MV UNIT RIGHT MIRROR	02/21/2015	C	05/10/2015	AL	222 - Las Vegas, Nv	NV	\$534.40	\$0.00	\$534.40
M152146	AV made contact with MV as MV was making a left turn. Minor	02/27/2015	C	07/02/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M152146	AV made contact with MV as MV was making a left turn. Minor	02/27/2015	C	07/27/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M152146	AV made contact with MV as MV was making a left turn. Minor	02/27/2015	C	07/27/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00

Occur Id	Occur Loss Desc	Accident Date	Status	Close Date	Cov	Location Level 1	State	Paid	Outstanding	Incurred
M152187	FEMALE PASSENGER FELL WHEN EXITING THE REAR DOOR	02/12/2015	C	08/21/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M152238	MV UNIT MADE CONTACT WITH A PARKED AND UNOCCUPIED	03/03/2015	C	03/11/2015	AL	190 - Reno, Nv	NV	\$1,943.09	\$0.00	\$1,943.09
M152315	A PASSENGER CALLED IN TO COMPLAIN THAT THEIR	03/04/2015	C	07/07/2015	AL	190 - Reno, Nv	NV	\$358.95	\$0.00	\$358.95
M152349	PASSENGER WITH WALKER HIT HAND ON MV BECAUSE OF	02/27/2015	C	07/27/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M152469	MV STATES THE UNIT HAD TO STOP HARD BECAUSE	03/08/2015	C	11/30/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M152517	ALLEGED CLAIM PASSENGER STATES SHE WAS WAITING FOR	02/06/2015	C	07/25/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M152634	THE MV WAS PULLING AWAY FROM THE STOP WHEN A	03/12/2015	C	12/23/2015	AL	222 - Las Vegas, Nv	NV	\$23.95	\$0.00	\$23.95
M152882	A PASSENGER FELL AND HIT HER HEAD ON THE HANDRAIL.	03/09/2015	C	05/29/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M152882	A PASSENGER FELL AND HIT HER HEAD ON THE HANDRAIL.	03/09/2015	C	05/29/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M153084	AV MADE A RIGHT TURN INTO THE MV. BOTH VEHICLES	03/23/2015	C	04/23/2015	AL	222 - Las Vegas, Nv	NV	\$32.95	\$0.00	\$32.95
M153201	PASSENGER CLAIMS THEY FELL FROM MV BRAKING HARD	03/06/2015	C	06/17/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M153208	PASSENGER WAS WALKING & TEXTING AT THE SAME TIME	03/26/2015	C	07/01/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M153360	THE MV UNIT WAS MAKING A RIGHT TURN WITH A BICYCLE	03/30/2015	C	04/12/2015	AL	190 - Reno, Nv	NV	\$1,132.83	\$0.00	\$1,132.83
M153496	A MALE PASSENGER HIT HIS HEAD ON THE ROOF OF THE	04/02/2015	C	06/05/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M153658	WHILE PULLING INTO US STOP CONTACT WAS MADE	04/07/2015	C	04/24/2015	AL	190 - Reno, Nv	NV	\$2,320.80	\$0.00	\$2,320.80
M153668	MV UNIT WAS PULLING AWAY FROM BUS STOP WHEN A	04/07/2015	C	05/29/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M153729	A FEMALE PASSENGER CLAIMS SHE FELL DOWN WHEN SHE	04/06/2015	C	09/15/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M153897	RECEIVED CUSTOMER COMPLAINT STATING A PASSENGER	03/30/2015	C	07/08/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M153897	PASSENGER FELL ON UNIT	04/14/2015	C	06/24/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M153899	CLIENT WAS PUTTING BABY IN A STROLLER. AS BUS WAS	04/04/2015	C	05/20/2015	AL	190 - Reno, Nv	NV	\$8.95	\$0.00	\$8.95
M154034	MV WAS PULLING INTO BUS STOP WHEN AV WAS PULLING	04/18/2015	C	07/30/2015	AL	190 - Reno, Nv	NV	\$28.45	\$0.00	\$28.45
M154116	AV REAR ENDED MV WHILE MV WAS STOPPED SERVICING	04/20/2015	C	06/01/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M154426	A PASSENGER IS CLAIMING HE FELL ON THE MV	04/05/2015	C	05/04/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M154430	MV CUT OFF BY SUV MADE HARD STOP AND A PERSON IN	04/30/2015	C	05/21/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M154451	MV TIRE SHREDDED WHILE DRIVING AND DAMAGE THE AV	04/30/2015	C	05/08/2015	AL	222 - Las Vegas, Nv	NV	\$2,428.80	\$0.00	\$2,428.80
M154459	REAR OF MV UNIT SCRAPED THE DRIVER SIDE MIRROR OF AV	05/01/2015	C	05/28/2015	AL	222 - Las Vegas, Nv	NV	\$350.90	\$0.00	\$350.90
M154550	DRIVER PULLED INTO THE HOSPITAL AND MADE CONTACT	05/04/2015	C	05/21/2015	AL	190 - Reno, Nv	NV	\$0.00	\$0.00	\$0.00
M154581	PASSENGER FELL WHEN COACH DEPARTED	06/27/2015	C	12/04/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M154587	PASSENGER FELL TO HIS SIDE	05/05/2015	C	10/30/2015	AL	190 - Reno, Nv	NV	\$8.95	\$0.00	\$8.95
M154755	AV GOT OFF HWY AT HIGH SPEED CAME OVER MEDIAN AND	05/09/2015	C	06/03/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M154755	AV GOT OFF HWY AT HIGH SPEED CAME OVER MEDIAN AND	05/09/2015	C	06/03/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M154843	ALLEGED CLAIM PASSENGER IN WHEELCHAIR FELL OVER	05/06/2015	C	02/15/2016	AL	243 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M154850	FIGHT BETWEEN PASSENGERS ON UNIT	05/10/2015	C	08/20/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M155094	MV UNIT SCUFFED A BUMPER ON PARKED AV	05/19/2015	C	06/10/2015	AL	051 - Carson City, Nv	NV	\$652.59	\$0.00	\$652.59
M155413	THE MV ROOF VENT WAS OPEN FOR VENTILATION A	05/24/2015	C	12/04/2015	AL	190 - Reno, Nv	NV	\$0.00	\$0.00	\$0.00
M155571	HE SAID - SHE SAID INTERSECTION ACCIDENT. BOTH CLAIM	06/02/2015	C	04/08/2016	AL	222 - Las Vegas, Nv	NV	\$7,042.15	\$0.00	\$7,042.15
M155571	HE SAID - SHE SAID INTERSECTION ACCIDENT. BOTH CLAIM	06/02/2015	C	04/08/2016	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M155580	MV MADE CONTACT WITH THE PARKED AV MIRROR	05/21/2015	C	12/22/2015	AL	190 - Reno, Nv	NV	\$0.00	\$0.00	\$0.00
M155641	CLAIMANT CALLED IN AND SAID THAT MV UNIT SIDESWIPE	06/02/2015	C	10/30/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M155727	Alleged passenger states that he and his daughter where riding the	06/08/2015	C	09/28/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M155775	MV was at a bus stop as AV tried to cross the MV. AV hit MV on the	06/08/2015	C	07/09/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M155775	MV was at a bus stop as AV tried to cross the MV. AV hit MV on the	06/08/2015	C	07/09/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M155775	MV was at a bus stop as AV tried to cross the MV. AV hit MV on the	06/08/2015	C	07/09/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M156009	A PASSENGER EXITED THE MV. AS THE MV PULLED AWAY	06/12/2015	C	03/30/2016	AL	190 - Reno, Nv	NV	\$0.00	\$0.00	\$0.00
M156009	MV was pulling away from bus stop, one passenger fell into another	06/05/2015	C	07/28/2015	AL	222 - Las Vegas, Nv	NV	\$3,148.86	\$0.00	\$3,148.86
M156030	MV pulled into the bus stop and got rear ended by AV1 that was rear	06/15/2015	C	10/12/2015	AL	190 - Reno, Nv	NV	\$8.95	\$0.00	\$8.95
M156030	MV pulled into the bus stop and got rear ended by AV1 that was rear	06/15/2015	C	10/12/2015	AL	190 - Reno, Nv	NV	\$28.45	\$0.00	\$28.45
M156112	MV was making a turn when a cyclist ran into the side of the unit.	06/18/2015	C	12/30/2015	AL	190 - Reno, Nv	NV	\$8.95	\$0.00	\$8.95
M156198	A MALE PASSENGER FELL INJURING HIS RIGHT LEG WHILE	06/20/2015	C	12/22/2015	AL	222 - Las Vegas, Nv	NV	\$1,116.45	\$0.00	\$1,116.45
M156199	AN AV MADE CONTACT WITH THE MV'S LEFT SIDE MIRROR	06/20/2015	C	08/27/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M156206	MV DRIVER WAS OFF ROUTE AND ATTEMPTED TO TURN	06/21/2015	C	07/23/2015	AL	190 - Reno, Nv	NV	\$3,568.00	\$0.00	\$3,568.00
M156212	DRIVER DID A HARD STOP AND A PASSENGER FELL FROM	06/21/2015	C	11/26/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M156333	AV CUT OFF MV AND PASSENGER FELL OUT OF HER	06/24/2015	C	08/28/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M156333	AV CUT OFF MV AND PASSENGER FELL OUT OF HER	06/24/2015	C	08/28/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M156554	ADVERSE VEH MOVED OVER INTO MV UNITS SIDE MIRROR.	06/30/2015	C	08/28/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M156636	ADVERSE VEH MERGED LANES AND SIDESWIPE LEFT	07/01/2015	C	08/19/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M156636	ADVERSE VEH MERGED LANES AND SIDESWIPE LEFT	07/01/2015	C	08/19/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M156636	ADVERSE VEH MERGED LANES AND SIDESWIPE LEFT	07/01/2015	C	08/19/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M156668	ADVERSE VEH MERGED LANES AND SIDESWIPE LEFT	07/03/2015	C	03/02/2016	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M156684	AV REAR ENDED MV UNIT	07/03/2015	C	11/02/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M156684	MV UNIT WAS SITTING AT A BUS STOP AND CLIENTS WERE	07/04/2015	C	11/02/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M156845	PASSENGER MISSED A STEP WHILE ENTERING AND LOST	07/09/2015	C	10/06/2015	AL	243 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M156854	MV UNIT WAS SITTING AT BUS STOP WHEN THE AV MADE	07/09/2015	C	08/28/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95

Occur Id	Occur Loss Desc	Accident Date	Status	Close Date	Cov	Location Level 1	State	Paid	Outstanding	Incurred
M156883	MV MADE A TURN AND STRUCK A PARKED CAR	07/12/2015	C	11/20/2015	AL	222 - Las Vegas, Nv	NV	\$770.98	\$0.00	\$770.98
M156946	AV CUT OFF MV GOING INTO A PARKING LOT. MV MADE	07/13/2015	C	09/30/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M156946	AV CUT OFF MV GOING INTO A PARKING LOT. MV MADE	07/13/2015	C	09/30/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M157191	Customer alleges that the MV driver slammed on the brakes to avoid	07/10/2015	C	09/30/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M157281	PASSENGER ALLEGES THAT MV DRIVER DROVE AWAY	07/17/2015	C	07/23/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M157328	MV UNIT WAS PASSING A PARKED AV WHEN THE PASSENGER	07/24/2015	C	08/04/2015	AL	222 - Las Vegas, Nv	NV	\$85.40	\$0.00	\$85.40
M157373	MV WAS STOPPED AT A BUS STOP. AV 4 AND AV 2 SWITCHED	07/27/2015	C	09/09/2015	AL	222 - Las Vegas, Nv	NV	\$32.95	\$0.00	\$32.95
M157434	AV WAS HIT BY A ROCK THAT AV DRIVER CLAIMS CAME FROM	11/04/2015	C	11/04/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M157672	AV DRIVER ALLEGES MV UNIT CLIPPED THE AV	08/04/2015	C	11/09/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M157672	AV DRIVER ALLEGES MV UNIT CLIPPED THE AV	08/04/2015	C	11/09/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M157694	MV DRIVER ALLEGEDLY ASSAULTED A MALE PASSENGER	04/29/2015	C	03/29/2016	GL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M157783	AV WAS PASSING BY MV UNIT AND AV CAR TRAILER STRUCK	08/06/2015	C	01/19/2016	AL	190 - Reno, Nv	NV	\$0.00	\$0.00	\$0.00
M157816	ELDERLY PASSENGER FELL ENTERING THE COACH.	08/08/2015	C	09/28/2016	AL	222 - Las Vegas, Nv	NV	\$112.43	\$0.00	\$112.43
M157935	ALLEGED DAMAGE TO WHEELCHAIR DUE TO UNATTENDED	08/05/2015	C	11/03/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M158329	AS BUS WAS DRIVING ALONG THE TURN LANE A CAR IN THE	08/23/2015	C	09/28/2015	AL	190 - Reno, Nv	NV	\$0.00	\$0.00	\$0.00
M158374	AV ALLEGED THAT MV HAD HIT AV DRIVER SIDE MIRROR	08/24/2015	C	09/15/2015	AL	222 - Las Vegas, Nv	NV	\$160.40	\$0.00	\$160.40
M158381	ALLEGED CLAIM PASSENGER WAS EXITING THE MV WHEN	07/22/2015	C	02/10/2016	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M158508	MV WAS PULLING TO MAKE A LEFT TURN WHEN FEMALE	08/27/2015	C	02/02/2016	AL	222 - Las Vegas, Nv	NV	\$1,008.95	\$0.00	\$1,008.95
M158631	MALE PASSENGER FELL WHILE EXITING MV	08/26/2015	C	03/23/2016	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M158634	DRIVER TRIED TO MAKE A U TURN COULD NOT COMPLETE IT	09/01/2015	C	03/28/2016	AL	190 - Reno, Nv	NV	\$8.95	\$0.00	\$8.95
M158968	MV UNIT WAS CHANGING LANES TO GO AROUND A STALLED	09/10/2015	C	12/29/2015	AL	222 - Las Vegas, Nv	NV	\$593.58	\$0.00	\$593.58
M158976	MV UNIT WAS STRUCK BY THE AV WHILE THE MV WAS	09/10/2015	C	10/21/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M158976	MV UNIT WAS STRUCK BY THE AV WHILE THE MV WAS	09/10/2015	C	10/21/2015	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M159148	PASSENGER GOT OFF THE BUS AND HIT HIS HEAD ON THE	08/05/2015	C	02/26/2016	AL	222 - Las Vegas, Nv	NV	\$0.00	\$0.00	\$0.00
M159175	MV WENT INTO THE RIGHT HAND LANE TO MAKE A RIGHT	09/16/2015	C	12/11/2015	AL	190 - Reno, Nv	NV	\$8.95	\$0.00	\$8.95
M159175	MV WENT INTO THE RIGHT HAND LANE TO MAKE A RIGHT	09/16/2015	C	12/11/2015	AL	231 - Elko, Nv	NV	\$16,555.64	\$0.00	\$16,555.64
M159324	Unattended small child fell when the MV unit was making a stop.	09/19/2015	C	12/03/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M159325	MV DIDNT SEE STOPPED TRAFFIC AND SWERVED INTO LEFT	09/19/2015	C	02/03/2016	AL	222 - Las Vegas, Nv	NV	\$1,969.13	\$0.00	\$1,969.13
M159436	DURING A CROWDED TRIP MV PASSENGER ALLEGEDLY	09/10/2015	C	01/04/2016	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M159474	PASSENGER WAS BOARDING WHILE DRIVER WAS TESTING	09/22/2015	C	02/01/2016	AL	190 - Reno, Nv	NV	\$0.00	\$0.00	\$0.00
M159537	MV DRIVER SCRAPED A PARKED AV	09/26/2015	C	11/15/2015	AL	190 - Reno, Nv	NV	\$3,002.80	\$0.00	\$3,002.80
M159629	AV AND MV WERE MERGING AND COLLIDED	09/29/2015	C	11/28/2015	AL	222 - Las Vegas, Nv	NV	\$1,494.55	\$0.00	\$1,494.55
M159687	MV WAS SLOWING TO PULL INTO A STOP AND A FEMALE	09/30/2015	C	02/27/2016	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M159750	MV UNIT WAS MOVING TO EXIT TRANSIT CENTER AND	10/01/2015	C	03/22/2016	AL	222 - Las Vegas, Nv	NV	\$1,534.07	\$0.00	\$1,534.07
M159865	ADVERSE CUT IN FRONT OF THE UNIT AND MADE CONTACT	10/05/2015	C	12/09/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M159975	ADVERSE MOVED OVER AND REAR ENDED THE UNIT	10/08/2015	C	12/30/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M159975	ADVERSE MOVED OVER AND REAR ENDED THE UNIT	10/08/2015	C	12/30/2015	AL	222 - Las Vegas, Nv	NV	\$8.95	\$0.00	\$8.95
M159979	AV CUT OFF MV CAUSING MV TO MAKE A HARD BREAK AND	10/08/2015	C	01/12/2016	AL	222 - Las Vegas, Nv	NV	\$32.95	\$0.00	\$32.95

6.1.2.10.1 System Standards

MV recognizes the following performance standards outlined in the RFP for the next contract term and will work consistently to ensure these standards are met and exceeded. Additionally, during MV's tenure, JAC Assist ridership has progressively reduced while the Fixed Route ridership has increased. Ultimately, this trend, which was also true during MV's last contract term, increases efficiency and saves the City money as Fixed Route inherently costs less to operate. During the current term, MV assisted the city by providing more than 200,000 rides per year, more than doubling the ridership from the first year of service almost 11 years ago.

Performance Standard	Measurement	MV Performance
Vehicle Cleanliness	All vehicles shall be visibly clean inside and out at all times, and shall be free from dirt, litter, graffiti or other foreign materials	MV has performed well in this regard for the paratransit vehicles over the last contract term and will improve performance in this standard for the fixed route vehicles in the new term. MV has recently implemented a new plan to ensure cleanliness for the fixed route vehicles and its proposal response contemplates backup measures for the new contract term to further demonstrate its commitment to achieving excellence in this standard for all vehicles
Preventable Accidents	Zero preventable accidents over six-month period with at least 500 hours of revenue service	MV has performed well over the contract term for safety performance. In 2015, MV had zero NTD reportable preventable accidents and a reportable NTD accidents rate of 0.329. With the introduction of Mobileye and the installation of DriveCam on all vehicles in the new term, MV expects safety performance to remain positive and further improve.
On-time Performance	Buses shall depart no more than 5 minutes late from any scheduled stop or ADA paratransit pick up window time period and shall not leave any point prior to the scheduled departure time	All service pull-outs have been on time. MV will continue to work with the City and its operators using the recently implemented Ecolane for JAC Assist and Bishop Peak Technology for JAC to monitor and improve upon this standard and to review schedules as necessary.
Missed Trips	Any fixed route trip operating at least 20 minutes behind schedule shall be considered a missed trip; any ADA paratransit vehicle that is more than 30 minutes late for a pick up period, or any instance in which there is a failure to pick up a rider for any reserved trip (unless failure is the fault of the rider) shall be considered a missed trip	MV has never missed a trip.

Performance Standard	Measurement	MV Performance
Productivity	Average ADA paratransit passenger trips per revenue hour shall not fall below 1.75	JAC Assist productivity averaged 2.48 passengers per hour in 2015. With Ecolane in place, productivity for January through April of 2016 has averaged 3.16 passengers per hour. MV expects this success to continue in the new term as the team becomes more proficient with the new scheduling system and with Farrell's continued work with the day programs for scheduling group trips.

Monitoring Service Data

MV consistently monitors system effectiveness through the measures above and the data listed below. This informs the quality and effectiveness of the team's performance. It also allows the team to identify potential problems before they grow out of control. Monitoring in the new terms will be enhanced by the addition of MV's key performance indicator (KPI) operations dashboard, Transit Miner and the City provided Ecolane and Bishop Peak Technologies.

- Total passengers/trips
- Total service hours/miles
- Passengers per revenue hour
- Operating cost per passenger
- Average miles per trip
- Average wait time
- Average mileage between road calls
- Total road calls
- Total accidents and incidents
- Revenue service hours/miles
- Total operating cost
- Trips denied
- No shows and cancellations
- Fuel consumption
- Complaints/commendations
- Accidents by NTD

6.1.2.10.2 Personnel Policies and Procedures

6.1.2.10.3 Driver's Handbook

6.1.2.10.4 Drug and Alcohol Testing Policies and Procedures

MV has compiled its personnel policies, driver's handbook, and drug & alcohol testing policies within the company's Employee Handbook. All employees receive this handbook upon hiring, which includes but is not limited to:

- MV's Mission Statement and Values
- Code of Conduct Handbook: Ethical standards that each employee is held to. Guidance in determining what behaviors are not consistent with MV's ethics policy.
- Personnel Policies: MV's employment policy and guidelines.
- Drug and Alcohol Policy: MV's Drug and Alcohol Policy, clearly defines the expectations of each employee in this area, and provides due notice of all substance testing. Also, MV's Zero Tolerance Policy.

Please find this handbook immediately following this page.



MV Transportation

The Standard of Excellence

Employee Handbook

Issue Date: February 2011

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WELCOME TO MV TRANSPORTATION

As you begin your employment with MV Transportation, we would like to welcome you to our organization and invite you to read and become familiar with the contents of this employee handbook. We believe that you will find it full of helpful and valuable information about our policies and procedures. This handbook is designed to guide and assist you in performing to the best of your abilities, as well as developing and realizing your potential as one of our valued employees.

For over three decades, MV Transportation has been a leading provider of reliable and safe transportation. With your help, we are looking forward to continuing growth and prosperity as we find new and better ways to serve our customers' needs.

Please read this handbook carefully and retain it for future use. Familiarize yourself with its contents as soon as possible, because it should answer many of your initial and ongoing questions about your employment with MV Transportation. We want you to be fully informed and understand our policies and procedures completely. This handbook has been developed by MV Transportation to promote the understanding, cooperation, and good communication that comes through providing consistent and uniform application of rules to all employees. The handbook provides information concerning our policies and practices. You are responsible for being familiar with the information included in the handbook. If you have any questions about any of the information, please ask your supervisor or human resources for explanation or clarification.

Once again, we welcome you to our family and wish you success as we turn to face the numerous challenges, opportunities, and potential rewards ahead.

Alex Lodde
CEO/Founder

Feysan Lodde
Owner/ Board Member

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Purpose of Employee Handbook

This employee handbook has been drafted as a guideline for our employees. It describes the Company's general philosophy and some of its policies and procedures. Except for the Company policy regarding at-will employment, the Company reserves the right to amend, withdraw, or modify these policies or procedures at any time with or without notice to employees.

The Company reserves the right to interpret all provisions of this handbook. The Company's interpretation shall, in all instances, be final. More detailed policies are available on Portal.

Code of Conduct

Our code of conduct, previously contained in the booklet **Striving for Excellence**, has been fully incorporated into this Employee Handbook. Our Code has been adopted by the MV Transportation, Inc. Board of Directors as the ethics and business code of conduct for our Company and its subsidiaries. It summarizes the principles that guide our actions in the marketplace as we strive to be the best provider of transportation and management services. Our code applies to all MV employees, members of the Board of Directors, agents, consultants, contract labor, or others, when they are representing or acting on behalf of MV. We expect our contractors and suppliers to be guided by these standards as well. Our code promotes not only "doing things right", but also "doing the right things" to maintain our personal and institutional integrity.

At MV, we believe that ethical conduct requires more than simply complying with the laws, rules, and regulations that govern our business. We are a Company that values teamwork, sets team goals, assumes collective accountability for actions, embraces diversity, and shares leadership. We are committed to excellence and pursue superior performance in every activity. However, it is the personal integrity of each of our employees and their commitment to the highest standards of personal and professional conduct that underlie the ethical culture of MV.

MV aims to *set the standard* for ethical conduct at all of our locations. We will achieve this through behavior in accordance with six principles: Honesty, Integrity, Respect, Trust, Responsibility and Citizenship.

Honesty: to be truthful in all our endeavors; to be honest and forthright with one another and with our customers, communities, suppliers and shareholders.

Integrity: to say what we mean, to deliver what we promise, to fulfill our commitments, and to stand for what is right.

Respect: to treat one another with dignity and fairness, appreciating the diversity of our workforce and the uniqueness of each employee.

Mission Statement and Values

Mission Statement

Our mission is to be The Standard of Excellence in the provision of passenger transportation services. We will provide these services to both public and private agencies nationwide. We will accomplish this mission in a safe, efficient and cost effective manner while treating our employees as part of our family and our customers as our most important asset.

Just Do It!

There have been many attempts to define quality and depending upon the industry, or the application, quality means different things to different companies. And while it may be desirable to define quality in abstract terms, it is also necessary to recognize how basically simple it is.

For MV, quality is as simple as picking up our customer on time in a clean, well maintained vehicle, by a highly trained and motivated operator, in a clean uniform, performing his or her duties in a safe, reliable and competent manner. Is the attainment of quality any more difficult or elusive than that?

If you wish to ensure that the quality of service at your location is at the highest possible level, simply check for the basics. It is really that simple. All that is required of us to determine if we are meeting the objectives to be deemed the "Standard of Excellence" is to measure our performance against our mission statement. There is nothing mystical, magical or elusive about quality. We all know what it is.

Our Values

We are a people business and the word "RESPECT" best describes our commitment to service. To our passengers, YOU are the Company. As a MV employee, it is your responsibility to always protect our values. You have joined a very special Company that provides a very important service to our clients and customers. We stand for:

R	espect	Let courtesy, warmth, empathy and kindness drive your behaviors
E	thics	Simply put, do the right thing
S	afety	Nothing is more important than safety
P	rofitable Growth	Positive financial performance of our Company
E	xcellence	Quality and integrity are our backbone
C	elebration	It is all about teamwork and recognizing each other and our accomplishments
T	alented	We are the best at what we do and the service we provide

For the communities in which we live and work we are committed to observe sound environmental business practices and to act as concerned and responsible neighbors, reflecting all aspects of good citizenship.

For our shareholders we are committed to pursuing profitable growth, without taking undue risk, to exercising financial discipline in the deployment of our assets and resources, and to making accurate, timely, and clear disclosures in all public reports and communications.

For our suppliers and partners we are committed to fair competition and the sense of responsibility required of a good customer and teammate.

Obey the Law

We will conduct our business in accordance with all applicable laws and regulations. The laws and regulations related to government contracting are far-reaching and complex, thus placing responsibilities on MV beyond those faced by companies without government customers. Compliance with the law does not comprise our entire ethical responsibility. Rather, it is a minimum, absolutely essential condition for performance of our duties.

Promote a Positive Work Environment

All employees want and deserve a workplace where they feel respected, satisfied, and appreciated. As a national enterprise, we respect cultural diversity and recognize that the various places in which we do business may have different legal provisions pertaining to the workplace. As such, we will adhere to the requirements specified by law in all of our localities, and further, we will not tolerate harassment or discrimination of any kind -- especially involving age, sex, ancestry, color, disability, national origin, race, religion, United States military veteran's status, sexual orientation, marital status, or family structure.

Providing an environment that supports honesty, integrity, respect, trust, responsibility, and citizenship permits us the opportunity to achieve excellence in our workplace. While everyone who works for the Company must contribute to the creation and maintenance of such an environment, our executives and management personnel assume special responsibility for fostering a work environment that is free from the fear of retribution and will bring out the best in all of us. Supervisors must be careful in words and conduct to avoid placing, or seeming to place, pressure on subordinates that could cause them to deviate from acceptable ethical behavior.

Work Safely: Protect Yourself, Your Fellow Employees, and the World We Live In

We are committed to providing a drug-free, safe, and healthy work environment, and to observe environmentally sound business practices. We will strive, at a minimum, to do no harm and where possible, to make the communities in which we work a better place to live. Each of us is responsible for compliance with environmental, health, and safety laws and regulations. Observe posted

Trust to build confidence through teamwork and open, candid communications.

Responsibility: to take responsibility for our actions, and to speak up – without fear of retribution – and report concerns in the workplace, including violations of laws, regulations and Company policies, and seek clarification and guidance whenever there is doubt.

Citizenship: to obey all the laws of the United States and the states in which we do business and to do our part to make the communities in which we live and work better.

There are numerous resources available to assist you in meeting the challenge of performing your duties and responsibilities. Corporate Policy Statements and local policies and procedures that provide details pertinent to many of the provisions of the Code can be accessed via the Portal intranet or obtained from your supervisor. Although your own common sense and good judgment should be your first guide to appropriate conduct, please use these additional resources whenever clarification is necessary.

If you are faced with an ethical dilemma, your supervisor is usually the best source of information and guidance. Additionally, the Human Resources, Legal, Risk Management, Business Development and Executive departments are available to assist you whenever necessary. MV also operates an Ethics Hotline, 877-687-2338.

During your employment you may be involved in an investigation regarding possible violation(s) of the Code of Conduct and/or other MV policies. MV expects each employee to fully cooperate in such an investigation and the failure to do so may result in disciplinary action, up to and including termination.

MV will not retaliate against an employee who in good faith: 1) discloses a possible state or federal law violation to a government agency; 2) discloses a possible incident of wrongful harassment; 3) refuses to participate in an activity that would result in a violation of state or federal law; 4) exercised whistleblower rights in a former job; or 5) participates in an investigation.

We are proud of our employees and the important role our corporation plays in our communities and our industry. Thank you for doing your part to create and maintain an ethical work environment and for **Striving for Excellence**.

Our Commitments

For our employees we are committed to honesty, just management, fairness, providing a safe and healthy environment free from the fear of retribution, and respecting the dignity due everyone.

For our customers we are committed to produce reliable products and services, delivered on time, at a fair price.

Antitrust is a blanket term for laws that protect the free enterprise system and promote open and fair competition. These laws deal with agreements and practices, "in restraint of trade" such as price fixing and boycotting suppliers or customers, for example. They also bar pricing intended to run a competitor out of business; disparaging, misrepresenting, or harassing a competitor; stealing trade secrets; bribery; and kickbacks.

Antitrust laws are vigorously enforced. Violations may result in severe penalties such as forced sales of parts of businesses and significant fines against the Company. There may also be sanctions against individual employees including substantial fines and prison sentences. These laws also apply to international operations and transactions related to imports into and exports from the countries in which we do business. Employees involved in any dealings with competitors are expected to know that U.S. and other countries' antitrust laws may apply to their activities and to consult with the Legal Department prior to negotiating with or entering into any arrangement with a competitor.

Know and Follow the Law When Involved in International Business

Corruption erodes confidence in the marketplace, undermines democracy, distorts economic and social development, and hurts everyone who depends on trust and transparency in the transaction of business. The Company is committed to conduct its activities free from the unfair influence of bribery and to foster anti-corruption awareness among its employees and business relations throughout the world. There are several laws that govern these transactions:

- The Foreign Corrupt Practices Act (FCPA) is a United States law that prohibits corruptly giving, offering or promising anything of value to foreign officials or foreign political parties, officials or candidates, for the purpose of influencing them to misuse their official capacity to obtain, keep, or direct business or to gain any improper advantage. In addition, the FCPA prohibits knowingly falsifying a Company's books and records or knowingly circumventing or failing to implement accounting controls. Employees involved in international operations must be familiar with the FCPA and with similar laws that govern our operations in other countries in which we do business.
- The International Traffic in Arms Regulations (ITAR) is a United States law that regulates the international transfers of equipment or technology that may contain prior approval, licensing, and reporting requirements. Employees involved in international operations must also be familiar with the ITAR.
- Additionally, it is illegal to enter into an agreement to refuse to deal with potential or actual customers or suppliers, or otherwise to engage in or support restrictive international trade practices or boycotts.

It is always important that employees conducting international business know and abide by the laws of the United States and the countries that are involved in

warnings and regulations. Report immediately to the appropriate management any accident or injury sustained on the job, or any environmental or safety concern you may have.

Workplace Violence

The Company is committed to providing a safe environment for our employees, passengers, clients, and visitors. Any employee who commits or threatens any violence in the workplace will be subject to termination. Each employee is also responsible for reporting to his or her supervisor, a manager, or the Human Resources Department any violence or threats of violence, whether involving an employee or someone else. The Company will promptly investigate these reports and take appropriate action to protect the safety of its employees.

Keep Accurate and Complete Records

We must maintain accurate and complete Company records. Transactions between the Company and outside individuals and organizations must be promptly and accurately entered in our books in accordance with generally accepted accounting practices and principles in the United States. No one should rationalize or even consider misrepresenting facts or falsifying records. This includes records relating to time keeping and hours worked. It will not be tolerated and will result in disciplinary action.

Make Accurate Public Disclosures

We must assure that all disclosures made in all periodic reports and documents filed with the Securities and Exchange Commission, and other public communications by the Corporation, are full, fair, accurate, timely, and understandable. This obligation applies to all employees, including all financial executives, with any responsibility for the preparation of such reports, including drafting, reviewing, and signing or certifying the information contained therein. This requires operating in an environment of open communication, while not compromising proprietary and confidentiality concerns.

If you have concerns about any aspect of our financial disclosures, you should talk to your manager, the Finance organization, the Legal Department, or the Ethics Officer. Any employee who is contacted by another employee expressing concerns about questionable accounting or auditing matters must immediately report those concerns to the Ethics Officer.

Record Costs Properly

Employees and their supervisors are responsible for ensuring that labor and material costs are accurately recorded and charged on the Company's records. These costs include, but are not limited to, normal contract work, work related to independent research and development, and bid and proposal activities.

Adhere to All Antitrust Laws

customs practiced among our business relations internationally, permissive conduct may differ somewhat in accordance with applicable policy or upon guidance from the business unit's Ethics Officer and Legal Department.

Gifts, Gratuities, and Business Courtesies to U.S., State, and Local Government Employees

Federal, state and local government departments and agencies are governed by laws and regulations concerning acceptance by their employees of entertainment, meals, gifts, gratuities, and other things of value from firms and persons with whom those government departments and agencies do business or over whom they have regulatory authority. It is the policy of MV to comply strictly with those laws and regulations.

Federal Executive Branch Employees

MV employees are prohibited from giving anything of value to federal Executive Branch employees, except as follows:

- MV advertising or promotional items of *little intrinsic value* (generally \$10.00 or less) such as a coffee mug, calendar, or similar item displaying the Company logo;
- Modest refreshments such as soft drinks, coffee, and donuts on an occasional basis in connection with business activities; or
- Business-related meals and local transportation having an aggregate value of \$10.00 or less per occasion, provided such items do not in aggregate exceed \$10.00 in a calendar year. Although it is the responsibility of the government employee to track and monitor these thresholds, no MV employee shall knowingly provide meals and/or transportation exceeding the \$10.00 individual or \$10.00 annual limit.

Federal Legislative and Judiciary Branches, and State and Local Government Employees

Employees of the federal Legislative and Judiciary Branches and employees of state and local government departments or agencies are subject to a wide variety of different laws and regulations. These laws and regulations and Corporate Policy Statements pertaining to them must be consulted prior to offering such employees anything of value.

Business Courtesies and Gifts to Non-Government Persons

It is an acceptable practice for MV employees to provide meals, refreshments, entertainment, and other business courtesies of reasonable value to non-government persons in support of business activities, provided:

- The practice does not violate any law or regulation or the standards of conduct of the recipient's organization. The person who offers the courtesy

the activities or transactions. These laws govern the conduct of MV employees throughout the world. If you participate in these business activities, you should know, understand, and strictly comply with these laws and regulations. If you are not familiar with these rules, consult with your supervisor, the Business Development Department and the Legal Department prior to negotiating any foreign transaction.

Follow the Law and Use Common Sense in Political Contributions and Activities

MV encourages its employees to become involved in civic affairs and to participate in the political process. Employees must understand, however, that their involvement and participation must be on an individual basis, on their own time, and at their own expense. In the United States, federal law prohibits corporations from donating corporate funds, goods, or services, directly or indirectly, to candidates for federal offices -- this includes employees' work time. Local and state laws also govern political contributions and activities as they apply to their respective jurisdictions, and similar laws exist in other countries.

Carefully Bid, Negotiate, and Perform Contracts

We must comply with the laws and regulations that pertain to the acquisition of goods and services by our customers. We will compete fairly and ethically for all business opportunities. In circumstances where there is reason to believe that the release or receipt of non-public information is unauthorized, do not attempt to obtain and do not accept such information from any source.

Appropriate steps should be taken to recognize and avoid organizational conflicts in which one business unit's activities may preclude the pursuit of a related activity by another Company business unit.

If you are involved in proposals, bid preparations, or contract negotiations, you must be certain that all statements, communications, and representations to prospective customers are accurate and truthful. Once awarded, all contracts must be performed in compliance with specifications, requirements, and clauses.

Avoid Illegal and Questionable Gifts or Favors

The sale of MV products and services should always be free from even the perception that favorable treatment was sought, received, or given in exchange for the furnishing or receipt of business courtesies. Employees will neither give nor accept business courtesies that constitute, or could be reasonably perceived as constituting, unfair business inducements or that would violate law, regulation or policies of the Company or customer, or could cause embarrassment to or reflect negatively on the Company's reputation. Although customs and practices may differ among the many marketplaces in which we conduct our business, our policies in this regard are substantially similar within the United States and elsewhere throughout the world. As a matter of respect for the rich and diverse

appearance of favoritism. For this reason, gifts from suppliers or vendors must not be accepted, except advertising or promotional items of nominal value such as a pen, key chain, water bottle, visor, cup or glass or similar items displaying a Company's logo. Established routines and procedures should be followed in the procurement of all goods and services.

Conflicts of Interest Are Prohibited

Playing favorites or having conflicts of interest - in practice or appearance - runs counter to the fair treatment to which we are all entitled. Avoid any relationship, influence, or activity that might impair, or even appear to impair, your ability to make objective and fair decisions when performing your job. A conflict of interest occurs whenever an individual's private interest interferes with the interest of the Corporation. We owe a duty to MV to advance its legitimate interests when the opportunity to do so arises. You should never use Company property or information for personal gain, or take for yourself personally any opportunity that is discovered through your Company position.

Here are some ways a conflict of interest could arise:

- Employment, or agreement to accept future employment, by a competitor or potential competitor, regardless of the nature of the employment, while employed by MV without immediate disclosure to MV.
- Acceptance of gifts, payment, or services from those seeking to do business with MV.
- Placement of business with a firm owned or controlled by an employee or his/her family.
- Ownership of, or substantial interest in, a Company that is a competitor or a supplier.
- Acting as a consultant to a MV customer or supplier.
- Having a personal interest or potential for gain in any Company transaction.

Any situation, transaction, or relationship that might give rise to an actual or potential conflict of interest must be disclosed in writing to your supervisor and the CEO.

Follow the Rules about Employing Former Government Officials

There are extensive conflict of interest laws and regulations regarding the employment or use of former government personnel. These rules extend to contact or negotiations with current government employees to discuss their potential employment by the Company or their use as consultants or subcontractors. Conflict of interest laws and regulations must be fully and carefully observed. When in doubt, consult corporate and Company policies and procedures, and seek the advice of the Legal Department, Human Resources, or the General Counsel.

is responsible for inquiring prohibitions or limitations of the recipient's organization before offering any business courtesy; and

- The business courtesy must be consistent with marketplace practices, infrequent in nature, and may not be lavish or extravagant. While it is difficult to define "lavish or extravagant" by means of a specific dollar amount, a common sense determination should be made consistent with reasonable marketplace practices.

MV employees are prohibited from offering or giving tangible gifts (including tickets to sporting, recreational, or other events) having a market value of \$100.00 or more, to a person or entity with which the Company does or seeks to do business, unless specifically approved by the Chief Executive, President, or the General Counsel.

Business Courtesies and Gifts to MV Employees

Although an employee may not use his or her position at MV to foster obtaining business courtesies, it is permissible to accept unsolicited meals, refreshments, entertainment, and other business courtesies on an occasional basis, provided:

- The acceptance will foster goodwill and successful business relations;
- The courtesies are not lavish or extravagant under the circumstances;
- The courtesies are not frequent and do not reflect a pattern or the appearance of a pattern of frequent acceptance of courtesies from the same entities or persons; and
- The employee accepting the courtesies would feel comfortable about discussing the courtesies with his or her manager or coworker, or having the courtesies known by the public.

It is the personal responsibility of each employee to ensure that his or her acceptance of such meals, refreshments, or entertainment is proper and could not reasonably be construed in any way as an attempt by the offering party to secure favorable treatment.

MV employees are not permitted to accept compensation, honoraria, funds or monetary instruments in any form or amount, or any tangible gift (including tickets to sporting, recreational, or other events) that has a market value of \$100.00 or more, from any entity, representatives of any entity, or any person that does or seeks to do business with the Company, unless approved by the CEO or President. Solicitation of gifts is always prohibited. If you have any questions about the propriety of a gift, gratuity, or item of value, contact your supervisor, the CEO or President.

Gifts to MV Employees Who Procure Goods or Services for MV

If you buy goods or services for MV or are involved in the procurement process, you must treat all suppliers uniformly and fairly. In deciding among competing suppliers, you must objectively and impartially weigh all facts and avoid even the

concern that cannot be readily addressed within your work group or through your supervisor.

Accountability

Each of us is responsible for adherence to the standards of conduct set forth in this Code and for raising questions if we are concerned that these standards are not being met. Violations of the Code are cause for corrective action, which may result in disciplinary action up to and including discharge.

How to Contact the Ethics Committee

The Ethics Committee of the MV Board of Directors has created a process for employees to use to transmit complaints to the Committee about accounting, internal controls, or auditing matters. This includes the confidential or anonymous submission of concerns regarding questionable accounting or auditing matters. If you wish to raise a question or concern or report a violation to the Ethics Committee, you should contact us at Support Center. Your concern will be promptly communicated to the Chair of the Audit and Ethics Committee of the Board.

Contact the Ethics Office

You are encouraged to contact the Support Center to discuss any ethics question or concern, to report a violation of the Code, or for information on how to contact an individual to assist with your concern. You can reach our office through any of the following confidential means of communication:

Call: (877) 687-2338
Write: Office of Ethics and Business Conduct
MV Transportation, Inc.
4620 Westamerica Drive
Fairfield, CA 94534
Fax: 707-803-8169

Internet E-Mail: corporate.ethics@mvtransit.com

Note: Caller ID is not used on ethics phone numbers.

When you contact our office at the Fairfield Support Center:

- You will be treated with dignity and respect.
- Your communication will be kept confidential to the greatest extent possible.
- Your concerns will be seriously addressed and, if not resolved at the time you call, you will be informed of the outcome.
- You need not identify yourself.

MV prohibits retaliation against any employee who uses the Ethics Help Line.

Maintain the Integrity of Consultants, Agents, and Representatives

Business integrity is a key standard for the selection and retention of those who represent MV. Agents, representatives, or consultants must certify their willingness to comply with the Company's policies and procedures and must never be retained to circumvent our values and principles. Paying bribes or kickbacks, engaging in industrial espionage, obtaining the proprietary data of a third party without authority, or gaining inside information or influence are just a few examples of what could give us an unfair competitive advantage in a government procurement and could result in violations of law.

Protect Proprietary Information

Proprietary Company information may not be disclosed to anyone without proper authorization. Keep proprietary documents protected and secure. In the course of normal business activities, suppliers, customers, and competitors may sometimes divulge to you information that is proprietary to their business. Respect these confidences.

Obtain and Use Company and Customer Assets Wisely

Proper use of Company and customer property, electronic communication systems, information resources, material, facilities, and equipment is your responsibility. Use and maintain these assets with the utmost care and respect, guarding against waste and abuse, and never borrow or remove them from Company property without management's permission. Be cost-conscious and alert to opportunities for improving performance while reducing costs. While these assets are intended to be used for the conduct of MV's business, it is recognized that occasional personal use by employees may occur without adversely affecting the interests of the Company. Personal use of Company assets must always be in accordance with corporate and Company policy -- consult your supervisor for appropriate guidance and permission.

All employees are responsible for complying with the requirements of software copyright licenses related to software packages used in fulfilling job requirements.

More Information

To support a comprehensive Ethics and Business Conduct Program, MV has developed education and communication information documents in many subject areas. These programs have been developed to provide employees with job-specific information to raise their level of awareness and sensitivity to key issues.

Our Goal: An Ethical Work Environment

We have established this policy to underscore our commitment to ethical conduct throughout our Company. Our CEO oversees a corporate wide effort to promote a positive, ethical work environment for all employees. Our HR Department is open to employees that have ethical questions. You are urged to utilize this resource to report violations of the Code or whenever you have a question or

Equal Employment Opportunity

MV's employment policy is to provide equal opportunity to all persons. In furtherance of this policy, employment decisions shall be based on merit, qualifications, and competence. Except where required or permitted by law, employment practices shall not be influenced or affected by virtue of an applicant's or employee's race, color, creed, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identification, or any other characteristic protected by law. This policy statement governs all aspects of employment including but not limited to recruitment, selection, promotions, terminations, transfers, layoffs, compensation, training, benefits, and other terms and conditions of employment.

MV prohibits retaliation against applicants or associates who file discrimination charges with federal, state or local fair employment practice agencies, participate in investigations of such charges, or oppose unlawful employment practices.

MV's Equal Opportunity Policy is an essential part of the Company's overall commitment to attract, hire and develop a strong, talented and diverse work force. MV will make every effort to reasonably accommodate qualified applicants or employees with disabilities based on the essential functions of the job, as well as the sincerely held beliefs of applicants or employees, provided such accommodation does not result in undue hardship to MV. Any requests for reasonable accommodation should be submitted to your supervisor.

If you need additional assistance, please contact the Human Resources Department via the Open Door Hotline, at 877-687-2338.

Anti-Harassment Policy

All Company employees have a right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive, or disruptive. Consistent with the Company's respect for the rights and dignity of each employee, harassment based on race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship, or any other characteristic protected by law, will not be tolerated. This includes harassment by an MV employee, contractor, agent or third parties with whom MV employees interact during the course of their employment. All employees should be aware of the following:

1. Sexual harassment is strictly prohibited. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.
2. Harassment on the basis of any protected characteristic is strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, citizenship, or any other characteristic protected by law or that of his/her relatives, friends or associates, and that:

- has the purpose or effect of creating an intimidating, hostile, or offensive work environment;
- has the purpose or effect of unreasonably interfering with an individual's work performance; or
- otherwise adversely affects an individual's employment.

Harassing conduct includes, but is not limited to: epithets, slurs, or negative stereotyping; threatening, intimidating, or hostile acts; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace.

3. All supervisors are responsible for assuring that no employee is subjected to conduct that constitutes sexual or any other form of harassment.
4. Any individual found to have engaged in inappropriate conduct, including sexual or any other form of unlawful harassment, will be disciplined as appropriate, up to and including discharge.
5. Any employee who believes that he or she has been the subject of inappropriate conduct, including sexual or any other form of harassment, or who has observed any such conduct should, and is encouraged to immediately bring the matter to the attention of any supervisor, any executive or any human resources employee. Alternatively, you may contact the Open Door Hotline, 877-687-2338.
6. A prompt and thorough investigation of the alleged incident will be conducted, and appropriate corrective action will be taken if warranted. Complaints will be treated as confidential to the extent possible.
7. The Company will not in any way retaliate against an employee, potential employee, or former employee who, in good faith, makes a complaint or report of inappropriate conduct such as harassment, or participates in the investigation of such a complaint or report. Retaliation against any individual for reporting a claim of harassment or cooperating in the investigation of same will not be tolerated.

Immigration Law Compliance

MV complies with the Immigration Reform and Control Act of 1986 and is committed to employing only United States citizens and aliens who are authorized to work in the United States.

As a condition of employment, each new employee must properly complete, date, and sign the first section of the United States Citizenship and Immigration Services Form I-9. Newly rehired employees must also complete the form if they have not previously filed an I-9 with this organization, if their previous I-9 is more than three years old, or if their previous I-9 is no longer valid.

Definitions

Introductory Period

The first ninety (90) days of employment are an introductory period. The period is an essential part of the training and evaluation process and is used to ensure that each employee's performance meets the required standards. An introductory period may be extended at the discretion of the supervisor. Because employment at MV is "at-will", we have no obligation to retain you nor do you have an obligation to remain an employee during your introductory period.

Minimum Age

The minimum age for employment at MV is 18 years old, unless a different minimum age is required by contract or licensing requirements.

Employment Categories

- **Full-time** employees are those who are regularly scheduled to work at least 35 hours or more per week. Generally, regular, full-time employees are eligible for some or all of the Company's benefit package, subject to the terms, conditions, and limitations of each benefit program.
- **Part-time** employees are those who are regularly scheduled to work less than 35 hours per week. This includes casual, occasional and on-call drivers and other staff. While part-time employees receive all legally mandated benefits (such as workers' compensation and Social Security benefits), they are ineligible for many of the Company's other benefit programs.
- **Temporary** employees are those who are hired as interim replacements, to temporarily supplement the work force or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain such status unless and until notified of a change. The temporary employment relationship is an at-will relationship, regardless of whether an estimated duration of assignment exists. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security) they are ineligible for the Company's other benefit programs. No temporary employment may last longer than 12 consecutive months.

Safety Sensitive Functions

The following functions are considered to be "safety sensitive":

- Operating a revenue service vehicle, including when not in revenue service;
- Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;

Open Door Policy

As a MV employee, you've joined an organization that places high value on customer service. That same high value is placed on employees. You will find your supervisor values you as an employee and is there to help guide and assist you in performing your role.

We challenge ourselves to take the initiative and be part of the solution. Anytime you have a suggestion or idea to make things better or a concern about the way things are done, discuss it with your supervisor or any member of management. Your input is a valuable part of our success.

We are committed to addressing workplace concerns and issues important to you. If a situation arises with your job, another employee, or customer that makes you uncomfortable, MV asks that you immediately bring it to our attention. You can discuss the situation with your supervisor. If, for any reason, you do not want to discuss the situation with your supervisor or if you feel issues remain unresolved, you can contact another member of management or you can call our Open Door Hotline at 877-687-2338 or email at opendoor@mvttransit.com. You can also write to us at MV Transportation, 4620 Westamerica Drive, Fairfield, California 94534. Address your letter to the Senior Vice President of Human Resources. Please see our open door policy for more information.

You can be assured that such complaints will be investigated and that you will not be subject to any adverse action as a result of making a good faith complaint.

Nature of Employment

MV is an at-will employer. That means that employment may be terminated at any time by either the employee or the Company for any lawful reason. No person other than the CEO or a Company President is authorized to enter into any employment agreement for a specified term with any employee. Any other employment agreements are not authorized and are void.

Some of our employees are covered by a collective bargaining agreement. If you are covered by a collective bargaining agreement, your employment relationship is governed by that Agreement.

Nature of Our Business

MV is a private contractor operating passenger transportation services for public and private agencies nationwide. We operate in a very competitive business environment; hence, we must operate safely, control our costs and provide outstanding customer and client service. We welcome your suggestions on how we can make improvements at our Company. Every MV employee plays a critical role in our success.

workweek in which they perform no work. Deductions will not be made from an employee's weekly predetermined salary because of the operating requirements of the business. If such an employee is ready, willing and able to work, deductions may not be made for time when work is not available. Please see our exempt payroll policy for more information.

Payroll Period & Pay Dates

For payroll purposes, the workday is defined as 12:01 a.m. to midnight and the workweek is defined as 12:01 a.m. Saturday to midnight the following Friday. Any type of paid time off is not counted as time worked for computing overtime.

Generally, payday is every other Friday. The specific pay dates for each division or location are posted on the employee bulletin board at that division or location. If a payday falls on a holiday, you will receive your paycheck on the preceding Thursday. Each paycheck covers work performed during the 14-day period ending the Saturday before payday. Direct deposit is available to all employees.

Time Recording

If you are a non-exempt employee, you must record the time you start work, the times you leave for and return from meal breaks, and the time you leave at the end of your working day. All employees are required to record time-off.

Employees must accurately record all time worked. Employees who do not accurately record all time worked, work off the clock, or otherwise falsify their time records are in violation of company policy. Employees who violate company policy may be subject to discipline, including immediate termination of their employment.

When your employment begins, you will receive instructions on how to record your time. Your immediate supervisor or manager must authorize your time record.

Pay Adjustments

Operators and other division-based hourly jobs typically have pay adjustments tied to an anniversary date or other due date and are effective on the first day of the pay period following the anniversary date and/or due date. MV does not normally conduct mid-year pay reviews to its non-driving workforce unless required by contract. MV uses a common review date of January 1 and the first full payroll cycle in January for non-driving, non-bargaining unit pay increases. Any exceptions must be approved by the Group President and Senior Vice President of Human Resources.

Operator Payroll Procedures

MV has adopted procedures that govern compensation for operators including rate of pay, hours of work, training time, non-revenue and revenue work. Please refer to the policy posted at your division for additional information.

- Controlling dispatch or movement of a revenue service vehicle;
- Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service

Thus, the following positions are "safety sensitive":

- Driver
- Mechanic and other maintenance personnel
- Reservatoinist (if performing safety sensitive functions)
- Dispatcher
- Road Supervisor
- Assistant, Maintenance, Operations, Safety or General Manager

Compensation and Payroll Practices

Wages and Benefits

Each location of the Company has a wage and benefit structure. A printed summary is posted at each location and will be made available to you upon request. If a collective bargaining agreement exists at a location, it will describe the wages and benefits for members of the bargaining unit. Wages and benefits are subject to change from time to time. Contact your General Manager or the Human Resources Department if you have any specific questions about your wages or benefits.

Payroll Status

- **Non-exempt employee:** Non-exempt or hourly employees are eligible to receive overtime pay for overtime hours worked. Generally, employees are entitled to time and one-half their regular rate of pay for all hours worked over 40 in a workweek. If you work in a state that provides daily overtime, such as California, MV pays overtime in accordance with state law. Non-exempt employees will also be paid double time when required by applicable state law. MV policy prohibits "comp time" as a replacement for overtime pay for non-exempt employees. Paid time off including vacation time, sick time and/or holiday pay are not included for the purpose of computing overtime.
- **Exempt employee:** Certain executive, administrative, and professional employees are designated as salary-paid, overtime-exempt employees. Such employees receive a weekly salary that is paid every pay period. This predetermined amount is not reduced because of variations in the quality or quantity of an employee's work. Exempt employees are not entitled to overtime compensation. Subject to certain exceptions, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any

If you have any questions, concerns, comments, or complaints related to your compensation or the Company's payroll practices, please direct those comments to your supervisor, any executive, the Payroll department, or the Human Resources department. You may also contact the Open Door Hotline at 877-687-2338.

Hours of Work

Work Schedules

Work schedules for employees vary throughout the Company. Supervisors will advise employees of their individual work schedules. Staffing needs, operation demands, and client service requirements may require variations in the total hours that may be scheduled each day and week. The Company does not guarantee hours of work or schedules.

When operating requirements or other needs cannot be met during regular scheduled hours, employees may be required to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization.

Rest and Meal Periods

Rest and meal periods prescribed by law and MV policy are an important part of our Safety Program. All efforts should be extended to ensure that employees will be provided a minimum of a 30-minute off duty meal break time during each shift. The meal break is unpaid.

While operational contingencies may occasionally prevent an employee from taking a meal period, it is understood that such instances should be the exception not the rule. With the exception of employees in California who have signed an on-duty meal period agreement, any employee who is unable to take a 30-minute off-duty meal break due to operational contingencies on an ongoing basis should contact the General Manager or Regional Vice President.

It is not possible for MV to schedule break times or service destinations according to employee's desire to enjoy their break at their homes or at any other specific location. Field employees should understand that the nature of their job is such that they may be dispatched in any direction at any time and they should be prepared to eat at public facilities close to where they receive their break or bring their meals with them.

Each state in which MV operates has state-specific requirements for meal and rest breaks. For example, MV employees in California who work more than three and ½ hours are entitled, authorized and permitted to a 10-minute paid rest break for every four hours worked or major fraction thereof. Thus, an employee working an 8 hour shift may take two 10-minute paid rest breaks. These breaks should be spaced evenly throughout the workday. Like meal breaks, it is not possible to schedule rest break times and rest breaks should be taken when operations permit. The meal and rest break rules are posted in each location. If

Payroll Deductions

The law requires that the Company make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. It is your responsibility to complete your W-4 form properly to ensure the proper amount of taxes are withheld.

The Company offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs, such as health insurance or 401(k). Payroll deductions may also occur in other circumstances, such as court ordered garnishments, pre-authorized deductions for uniforms or voluntary written authorization.

If you have questions concerning a deduction, your supervisor can assist in having your questions answered or you can call the Payroll Department.

Compensation for Meetings/Training/Drug Testing

Non-exempt employees will be paid their regular hourly rate for meetings, training and/or drug testing during regular work hours and a training rate for attendance occurring outside regular work hours. If an employee's job classification does not have a specified training rate, the training rate is the applicable minimum wage.

Travel Time

Non-exempt employees are paid their regular hourly rate for travel that occurs during their regular work hours. For travel outside regular work hours, travel time is paid at the applicable minimum wage. MV follows the applicable state or federal law in determining whether travel time is treated as hours worked.

Length of Service

An employee's start date, the date on which an employee began to receive wages, is considered their "date of hire". MV will bridge an employee's length of service if they voluntarily resigned, were in good standing when they resigned and return to MV within 90 days of their resignation date.

Employment Termination

- **Resignation (Voluntary)** - employment termination initiated by an employee who chooses to leave the Company voluntarily.
- **Discharge/Layoff (Involuntary)** - employment termination initiated by the Company.

Employees who are enrolled in Company provided health benefits at the time of termination will receive COBRA notification as required by law. Any questions may be directed to the Employee Resources Hotline, 1-877-687-2338.

What to Do if You Have Questions about Compensation and Payroll Practices

- A failure to complete the entire shift is counted as one occurrence.
- Missing a required meeting is counted as one occurrence.

Tardiness

- Arriving to work up to 15 minutes after your scheduled reporting time either for shift start or returning from rest or meal breaks is one-half (1/2) an occurrence.
- Reporting to work more than 15 minutes after a scheduled reporting time either for shift start or returning from rest or meal breaks will be counted as one occurrence.
- If an employee is tardy for their shift, the shift may be re-assigned and the employee sent home.

Disciplinary Guidelines for Attendance

All non-exempt employees will be issued an Employee Attendance Report documenting each occurrence.

Violations of more than one component of the attendance policy, will receive a single point assessment of the highest value.

Employees are allowed a maximum of seven (7) occurrences within a rolling 12 month period before a written warning is issued. Each occurrence is removed from the employee's record 12 months after the occurrence. If an employee reaches 10 occurrences within a rolling 12 month period, he/she will be terminated.

Clean Slate

If an employee goes "occurrence free" for a consecutive six (6) month period, his/her attendance record will be wiped clean and any prior occurrences will not be considered as a basis for disciplinary action.

Company Meeting Attendance

We require that all employees attend Company operations meetings, which include the monthly safety meetings. Failure to attend a mandatory Company meeting will result in one attendance point.

Attendance Policy for Non-Exempt Introductory Employees

MV expects new employees to demonstrate excellent attendance during their introductory period. Introductory period employees are permitted no more than one (1) occurrence point using the guidelines set above.

Attendance Policy for Exempt Employees

Due to the nature of exempt or salaried work, exempt employees are not subject to the Attendance/Tardiness Policy. Exempt employees are expected to maintain good attendance and complete all work assignments and meet the requirements of the position.

you have questions about the rules, please contact your Supervisor or Human Resources.

Attendance Policy

All MV employees are required to report to work on time every day they are scheduled to work. The following policy applies to all non-exempt, non-introductory period employees and is based on a rolling twelve (12) month time period.

The policies outlined in this section do not limit the employee's and the Company's right to end the employment relationship at any time, for any reason not prohibited by law, with or without cause, and with or without notice.

Excused Absence

Excused absences are approved requests for family medical leave (FMLA), kin care (if required by state law), personal leave, jury and/or witness duty, military, bereavement, pre-arranged vacation days or any other leave protected by law. Attendance points are not issued for excused absences.

Pre-arranged vacation days will be excused if:

- 1 - A MV "Request for Time Off" form is completed and approved by the Operations Manager, General Manager or Regional Vice President.
- 2 - These steps are completed per the division's advance notice policy.

Unexcused Absence

Absenteeism is measured in occurrences. Employees are required to call in for each day of work missed. All employees who will be absent or tardy are required to notify their supervisor or dispatch at least one (1) hour prior to the start of their shift. Notwithstanding the situations described below, if an absence occurs, or an employee fails to call within the appropriate time, because of a FMLA qualified serious medical condition, the employee's absence will not count as an occurrence.

- An unexcused absence, where the employee calls in at least one hour prior to the start of his/her shift, is counted as one occurrence.
- Unexcused absences up to 5 consecutive days are counted as one occurrence, provided proper notice is given. After day 5, each day of absence is counted as an occurrence unless the employee provides a doctor's note excusing the absence for up to a total of 10 days. After 10 days, each day absent will be counted as an occurrence. Absences exceeding 10 days may be considered for a leave of absence.
- Calling in less than one hour in advance of your start time to report an absence or tardy is counted as one and one-half (1 ½) an occurrence.
- Failure to call at all (No Call – No Show) for a scheduled shift is counted as four occurrences.

Vacation Cash-Out Policy

Drivers may cash out vacation pursuant to their division's cash out policy. Any exceptions to this policy must be submitted to the Senior Vice President of Human Resources.

Vacation Donation Policy

In times of need and extreme circumstance, an Operator may make an annual donation, up to 16 hours of accrued vacation hours, to another driver. Each request will be evaluated by and requires the approval of the Senior Vice President of Human Resources.

Paid Holidays

Full-time employees are eligible for paid holidays, subject to the applicable waiting period. The list of paid holidays and any applicable waiting period are posted at each facility. Holiday pay will only be paid to a non-exempt employee if the employee has worked his/her scheduled work day preceding the holiday and has worked his/her scheduled workday following the holiday.

If a paid holiday falls on an employee's day off or an employee is required to work on a holiday, the employee may receive an alternative day off or holiday pay, depending on the location's policy.

If a holiday falls during any unpaid time off (leave or vacation for example), the employee will not receive holiday pay.

Leave Policies

The Company provides all leaves required by applicable federal or state law, including the following types of employee leaves listed below. Any unpaid leave of absence in excess of 30 days may impact vacation accrual, healthcare benefits and length of service for seniority or bidding purposes. Please see the policy on leaves for more information.

In addition to the leaves listed below, many states have created other protected leaves. Please see your state addendum for information regarding additional leaves available under state law.

With the exception of a personal leave, all applicable leaves run concurrently. For example, if an employee takes time off for a serious health condition that resulted from a work-related injury, the workers' compensation leave, state and federal family medical leave begin on the first day of absence.

Workers' Compensation

MV purchases Workers' Compensation Insurance for employees who incur a work-related injury or illness. Any illness or injury to an employee, regardless of severity, that occurs while on the job must be reported. Any employee who has suffered a work related injury or illness has the right to make a workers' compensation claim. The employee may then be sent to a Company approved

Emergency Closings and Seasonal Work

Emergency conditions, such as severe weather, fire, flood, or earthquake, can disrupt Company operations and interfere with work schedules, as well as endanger employees' well being. These extreme circumstances may require the closing down of operations partially, or business altogether. Time off due to emergency closings is generally unpaid.

Due to seasonal or holiday fluctuations of business, it is sometimes necessary to reduce hours below the normal level of hours worked. When this is necessary, such reductions will be based on such factors as agency and client schedules, as well as driver seniority. Drivers should expect such slowdowns to include, but not be limited to, summers and seasonal holidays such as Thanksgiving or Christmas.

Employee Benefits

Health & Dental Insurance

Eligible employees will be offered health and dental insurance benefits. The details of those benefits are set forth in a booklet provided to eligible employees.

401(k)

Benefits-eligible employees may participate in the Company's 401(k) plan. The details of the program are set forth in a booklet provided to eligible employees.

Vacation Time

Full-time employees are eligible to accrue vacation time, subject to the applicable waiting period. Each location has its own accrual program for vacation time. Please check with your manager or the division wage and benefit sheet for your vacation accrual rate. Vacation accrual is capped at 120 hours for hourly employees and 160 hours for salaried employees, unless otherwise regulated by state law. Vacation accrual will be suspended once the cap is reached. Accrual will begin again once vacation time is used and the balance drops below the cap. Exceptions to this cap are generally not made and only if approved by the Senior Vice President of Human Resources.

Vacation time may be used for personal time-off. Generally, employees should notify the division of the request to use vacation time in accordance with the division's advance notice policy. In the absence of an advance notice policy, employees should provide at least one week's notice of their desire to use vacation time. In the event of unforeseeable circumstances, a shorter notice period may be acceptable. If the vacation time request is not approved and the employee is absent from work during that period, the employee is subject to discipline and may not be paid for that time off.

At the time of separation of employment, an employee will be paid all accrued and unused vacation time only if state law requires that MV pay the employee for accrued and unused vacation time.

premium amount. The Company will resume payment of its portion of the benefits costs when the employee returns to active employment.

Seniority and accruals for vacation, any paid time off or holiday pay are suspended during an unpaid personal leave and will resume upon return to active employment.

If the leave request is due to the employee's own medical condition, the employee must provide a fitness for duty medical certification from his/her treating physician prior to returning to work. Employees returning to work after 30 days or more break in service will also be required to undergo a background check, return-to-work physical and drug test, as permitted or required by applicable federal or state law, which includes but is not limited to regulations and requirements set forth by the DOT, FTA, FMCA, OSHA and ADA.

When personal leave ends, the employee will return to the same position, if available. If that position is not available, MV will attempt to place the employee in a position for which he/she is qualified. If there is no such position available, employment will be separated. The employee remains eligible for re-hire and may apply for any available position in the future. If an employee fails to report to work at the expiration of the approved leave period, the Company will treat the employee as having voluntarily resigned.

Family and Medical Leave

Employees have rights to family and medical leave under the Federal Family and Medical Leave Act of 1993. The Company provides Family and Medical Leave in accordance with both federal and any applicable state law.

Eligibility for Family and Medical Leave. Employees who have worked at the Company for at least 12 months and who have worked at least 1,250 hours during the previous 12 months are eligible for Family and Medical Leave. Where MV has assumed an existing contract, the time an employee has worked for a previous contractor is considered in this calculation.

Leave for the birth, adoption, or placement of a child must be completed within one year of the birth, adoption or placement.

Types of Family and Medical Leave Available. State and federal laws allow Family and Medical Leave for various reasons. Because an employee's rights and obligations may vary depending upon the reason of the Family and Medical Leave, it is important to identify the reason for the leave. Family is available for the following reasons:

- The birth, adoption, or foster care of an employee's child within 12 months following the birth or placement of the child ("Bonding Leave").
- To care for an immediate family member (spouse, registered domestic partner, child or domestic partner's child, or parent with a serious health condition) ("Family Care Leave").

medical facility for treatment or examination, which may determine whether follow-up care is necessary. While on Workers Compensation leave or while on a Temporary Modified Work assignment, employees shall conform to all applicable rules, policies and procedures. Employees will not be discriminated against for presenting a Workers Compensation claim.

All employees who experience a work-related injury that requires medical attention will be subject to a drug and alcohol test (if allowable by applicable state law) and placed on unpaid "safety leave" until the results of the test are known.

Temporary modified work may be offered to those employees who have sustained a compensable workers' compensation injury and who have been released by an authorized health care provider to return to work with medical and/or physical restrictions.

The company shall establish the temporary modified work day and work week within the restrictions set forth by the authorized health care provider. Temporary modified work days shall not exceed 8 hours to ensure temporary modified duty employees do not work overtime. Temporary modified work may be assigned for up to 26 weeks in a rolling 52 week period.

Prior to acceptance of temporary modified work, the employee shall be furnished a written temporary modified work offer indicating the temporary modified work duties. Employees accepting this work shall receive their normal regular hourly rate of pay. For more information on temporary modified work, please request a copy of the policy which is located on Portal.

Reporting Employee Injuries or Illnesses

Employees are required to timely report all on-the-job injuries and illnesses to their General Manager, Dispatcher or immediate supervisor. Failure to timely report an on-the-job injury or illness may result in disciplinary action up to and including termination.

Personal Leave

Personal leave without pay is available to non-introductory period employees who wish to take time off from work duties to fulfill personal obligations. Personal leave may not be used to seek or accept employment elsewhere.

Employees should submit a request for personal leave in writing to their supervisor as far in advance as possible. Personal leave may be granted at the sole discretion of the company for a minimum period of two weeks, and to a maximum of 8 weeks every calendar year. Additional leave will only be granted as required by law, including but not limited to reasonable accommodation obligations. Any accrued vacation time, or sick time if applicable, must be used during a personal leave.

Requests will be evaluated on a case by case basis and on consideration of a number of factors, including reasons for the leave, anticipated duration, operational requirements, seniority, job performance and staffing considerations. During the unpaid portion of a personal leave, if the employee participates in a healthcare program, the employee is responsible for the entire healthcare

Leave.

The maximum amount of Family and Medical Leave for an employee wishing to take Service member Family Leave will be a combined leave total of twenty-six (26) workweeks in a 12-month period.

EXAMPLE: You take 12 workweeks off to bond with a newly adopted child. Later, in that same 12-month period, you wish to take time off from work to care for a spouse, child, parent or next of kin under the Service member Family Leave provision of this policy. Because the law allows extra time off for Service member Family Leave, you will be allowed to take this time off, so long and the total amount of leave does not exceed 26 workweeks.

If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Service member Family Leave only or is for a combination of Service member Family Leave, Bonding Leave and/or Family Care Leave.

How the Amount of Leave is Calculated. The Company will calculate Family and Medical Leave on a "rolling 12-month basis."⁴ This means that the 12-month period is measured backwards from the date an employee uses any Family and Medical Leave. Each time an employee takes Family and Medical leave, the remaining leave entitlement would be any balance of the 12-week annual entitlement that had not been used during the immediately preceding 12 months.

Benefit Continuation. During Family and Medical Leave, your group health insurance will be maintained under the same conditions as if you were working. If you are on paid leave, your share of the premium, if any, will be deducted from your paycheck. If you are on unpaid leave, you must make the premium payments on a monthly basis. If employee premium payments are more than 30 days late, insurance coverage may be terminated. You will be required to reimburse the Company for any premium payments you missed that the Company pays on your behalf.

Reinstatement. When you return from Family and Medical leave, you will be entitled to reinstatement to your job or an equivalent job with the same pay, benefits, and terms and conditions of employment, unless you are a "key employee," to whom special rules apply or you are unable to perform an essential function of the position, with or without reasonable accommodation. Because the maximum entitlement under the FMLA is 12 weeks, this right to reinstatement will not apply to leaves that continue after the 12 weeks are exhausted. Additionally, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

Pay Status. Family and Medical leave is generally unpaid leave. However, if you have any accrued vacation or sick time, you may be required to use that accrued time. Under these circumstances both the paid and unpaid leave count as Family and Medical Leave.

- An employee's inability to work because of a serious health condition ("Serious Health Condition Leave").
- A "qualifying exigency" for military operations arising out of a spouse's, child's or parent's Armed Forces (including the National Guard and Reserves) active duty or call to active duty in support of a "contingency operation" declared by the U.S. Secretary of Defense, President, or Congress, as required by law. Unless otherwise required by law, a "qualifying exigency" under Military Exigency Leave will be defined by the Company on a case by case basis ("Military Exigency Leave").
- To care for a spouse, child, parent, or next of kin (nearest blood relative of an individual who is an Armed Forces member with a serious injury or illness incurred in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties ("Service member Family Leave").

How and When to Request Leave. If you need Family and Medical Leave, you must provide the Company notice of the need for leave. To request foreseeable leave (such as following the birth of a child or for planned surgery), you should fill out an Application for Leave of Absence form, which is available from Human Resources at least 30 days in advance and submit the form to your Division Manager. When the need for leave is not foreseeable, you must give notice as soon as possible and, if possible, should be in writing. Any request for leave should provide the Company with enough information to determine whether the leave qualifies as Family and Medical Leave. However, you are not required to disclose the specific medical condition related to the leave request. Failure to provide proper notice may result in delay or denial of leave.

Medical Certification Requirement. If your leave is due to a serious health condition, either your own or a family member's, you will be required to furnish Medical Certification from a health care provider. Medical Certification forms are available from Human Resources. Failure to provide the required certification may result in the delay, denial, or cancellation of leave. If the certification shows that your absence does not qualify under the FMLA, the FMLA designation will be revoked retroactive to the first day of your leave and you may be subject to MV's attendance policy. The Company may require recertification during your leave.

Amount of Leave Available. An employee may take up to 12 weeks of Family and Medical leave in a rolling one year period (see below). The leave may be taken in increments of workweeks, days or hours, as necessary. Under some circumstances, you may take Family and Medical Leave intermittently—which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule.

If both a husband and wife are employed by MV and eligible for FMLA, their leave may be limited to a combined total of 12 weeks if the leave is taken for:

- 1) Bonding Leave; 2) Family Care Leave; or 3) Serious Health Condition

Administrative Leave

Employees are required to report any life event that could potentially disqualify them from employment based on our Qualification standards. The employee will be placed on unpaid administrative leave until a final disposition has been provided by the appropriate authoritative agency. Examples of potentially disqualifying events include, but are not limited to, felony charges, misdemeanor charges of a violent or sexual nature, DUI/DWI charges, etc.)

Employee Performance and Conduct Policies

Performance Appraisals

Exempt employees and non-exempt staff employees will ordinarily be reviewed annually during a common review date of January 1. The appraisal will be discussed in a meeting between the employee and the supervisor. The supervisor and employee will review the job requirements, performance objectives, or other performance criteria. A performance rating will be assigned and an annual pay review may be provided.

Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Our Code of Conduct outlines our policies regarding conflicts of interest.

Reference Checks

No employee may provide a reference check, letter of reference, verification of employment or disclose any performance or employee information to any outside party at any time on either a current or past employee. All requests for reference checks or verifications of employment must be forwarded to Human Resources at the Support Center. MV only provides confirmation of employment, dates of employment and position held. No performance or termination information may be disclosed.

Outside Employment

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with MV. Employees should consider the impact that outside employment, whether paid or voluntary, may have on their health and physical endurance. All employees will be judged by the same performance standards and will be subjected to the scheduled needs of our clients, regardless of any existing outside work requirements. In some divisions, operators are required to report hours worked as a driver for another employer on a daily basis. Under certain circumstances a log may be required. Your General Manager has more information.

Fitness for Duty. If you are taking medical leave due to your own serious health condition, you must provide a return to work release from your health care provider before you return to work. The return to work statement should be submitted to the Leaves Manager in the Benefits Department. Employees returning to work after 30 days or more break in service will be required to undergo a background check, return-to-work physical and drug test, as permitted or required by applicable federal or state law which includes but is not limited to regulations and requirements set forth by the DOT, FTA, FMCA, OSHA and ADA.

Status Update. While you are on leave, the Company may require you to periodically confirm your status and your intention to return to work. Any employee who decides while on leave that he or she will not be returning to work at the end of the leave should immediately inform the Company.

Fraudulent Use of Leave. If the Company determines that an employee has obtained leave or continued to take leave under the state or federal family and medical leave laws based on fraudulent, dishonest or misleading conduct of any kind, the employee will be subject to immediate termination.

Bereavement

If an employee wishes to take time off due to the death of an immediate family member, the employee should notify his or her supervisor immediately. Immediate family member is defined as spouse, domestic partner, child, domestic partner's child, sibling, parent (or person who raised you), grandparent or grandchild. Hourly employees may be granted unpaid time off of up to one week for bereavement leave. See your division or location for specific policies regarding bereavement leave. Salaried employees may take paid time off of up to three days (five days if air travel is required) for bereavement leave.

Jury Duty

All non-exempt employees are eligible for unpaid jury duty leave. Exempt employees are also eligible for jury duty leave. For each complete workweek during which an exempt employee is unpaid and performs no work, the exempt employee's leave will be unpaid. Employees may use any accrued vacation time for the period of the jury duty leave. Health insurance benefits will continue until the end of the first full month of unpaid jury duty. At that time, employees will become responsible for the full costs of their health and/or dental insurance if they wish to continue coverage through the remainder of the jury duty leave. Employees are expected to report to work whenever the court schedule permits.

Military Leave

Leaves of absence will be granted to all employees who are members of the National Guard, reserves, or regular armed forces as required by and under the conditions prescribed in applicable state and federal laws.

the employee's own time, subject to the limitations and guidelines of the Internet, Newsgroup and Electronic Mail Policy. The Company's electronic data systems may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitation without the advance permission of the Company.

Because the computer systems and resources remain Company property, employees should have no expectation of privacy with regard to these systems and resources. All computers and Company equipment are subject to search at any time. Additionally, MV reserves the right to discontinue an employee's access to any computer systems and resources at any time.

Employees are prohibited from downloading or uploading "executable" files without advance approval by the Director of Information Technology. Additionally, employees are prohibited from copying software without advance approval by the Director of Information Technology.

Please see the Internet, Newsgroup and Electronic Mail Policy for more detail.

Software Code of Ethics

Unauthorized duplication of copyrighted computer software violates the law and is contrary to our organization's standards of conduct. We disapprove of such copying and recognize the following principles as a basis for preventing its occurrences:

- Employees are prohibited from making or using unauthorized software copies under any circumstances.
- Employees must comply with all license or purchase terms regulating the use of any software we acquire or use.
- Employees must comply with, and enforce, MV's internal controls to prevent the making or using of unauthorized software copies, including effective measures to verify compliance with these standards and appropriate disciplinary measures for violation of these standards.

Blogging

MV understands that some employees may wish to create and maintain personal Web logs, or "blogs". While the company respects an employees' right to personal expression, there is an understanding that personal blogs can impact the company and its employee's. Please take note of the following guidelines in regard to workplace-related blogging:

- Employees must make it clear that the views in their blogs are their own and not those of MV
- It is prohibited to disclose confidential/trade secret information
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing MV, its supervisors, management, co-workers or competitors

Hiring of Relatives

MV is a family oriented company and encourages family and friends of employees to consider making MV their company too. However, relatives in the same area of the company may not supervise each other or direct each other's work. Exceptions to this policy must be approved by the Senior Vice President of Human Resources.

Job Abandonment

An employee who does not report for three consecutive days' scheduled shifts will be considered to have voluntarily resigned his or her position.

Confidentiality and Proprietary Information

During the course of employment, employees may receive and have access to confidential information regarding the internal affairs of the Company. All employees are expected to respect and maintain the confidentiality of employee records, business records, data and other information not otherwise available to the public. Upon separation of employment, an employee must return all documents, records, or any property that belongs to the Company or is related to Company business. Any programs, writings, or other material developed by an employee as part of his or her work at the Company is property of the Company.

The protection of confidential business information during and after your employment is important to the interests and the success of this Company. Such confidential information includes, but is not limited to the following examples:

- Technological Data
- Operations Data: customer lists, trip sheets, financial & billing information, schedules, dispatch logs, policy or program manuals
- Marketing plans and strategies, or project plans or proposals
- Personnel or labor information such as names, titles, employee phone numbers, medical and benefit information, training materials or labor relations strategies

Nothing in this policy, however, should be construed to prohibit employees from discussing their terms and conditions of employment amongst themselves.

Electronic Data Systems Policy

The Company maintains a computer system, a voice-mail system and an e-mail system to assist employees in conducting Company business. These systems, including the equipment and data stored in the systems, are the exclusive property of the Company. As such, all messages created, sent, received or stored in these systems are and remain the property of the Company.

The Company's e-mail and computer systems and resources are not to be used for entertainment, personal communications and other personal use or any illegal, harassing, inappropriate, pornographic, libelous or obscene purpose during or outside work hours. The only exception is for limited personal uses on

considered to be a major violation

Major Violations

Major violations will result in termination or other serious discipline. Examples of major violations include, but are not limited to, the following types of workplace behavior:

1. Reporting to work or working under the influence, possessing alcohol or illegal drugs in the workplace, or any violation of MV's Drug and Alcohol Policy
2. Deliberately damaging or abusing property
3. Carelessness or horseplay resulting in property damage in excess of \$5,000 or personal injury
4. Insubordination, including the refusal and/or failure to follow a directive, to perform assigned work, or to encourage others to do either
5. Violation of confidentiality and proprietary information policy
6. Sexual or any other forms of harassment prohibited by Company policies
7. Violations of State, Federal, County or Municipal laws, regulations or requirements that would disqualify you from employment under MV's hiring criteria, with the exception of moving violations while driving which are governed by the MV Safety Point System. Employees are required to report such arrests and/or convictions within 24 hours.
8. Violations of the MV Safety Policy, Attendance Policy or Substance Abuse Policy
Violations of the following regarding Company vehicles and/or equipment:
 - Operating without a valid license appropriate for that vehicle, equipment or service.
 - Driving on a suspended license
 - Driving a commercial vehicle without a valid medical card
 - Transporting school children without proper school bus certification as required by applicable law
 - Un-insurability as a vehicle operator
 - Negligent use of a Company owned or provided vehicle or equipment
 - Unauthorized use of a Company owned or provided vehicle or equipment including transporting unauthorized passengers

- Employees must comply with all other company policies (such as rules against discrimination and harassment)
- Company time may not be used to view, create or update personal blogs

Employees may be asked to refrain from commenting on topics related to the Company (or, if necessary, to suspend the blog altogether), if advisable to comply with securities or other laws. MV, at its sole discretion, will determine whether a particular blog violates company policies. As with all other policies, violation of this policy may result in discipline, up to and including termination. Should you have any questions regarding this policy, please contact the Human Resources department.

Work Rules

Work rules are needed to ensure the safety and well-being of all employees. The purpose of Work Rules is not to punish employees; instead, it is intended to inform employees regarding expectations and provide a framework for coaching and counseling. The Company reserves the right to skip steps in the disciplinary process whenever it determines circumstances warrant. Work Rules are divided into two groups of offenses:

1. *Minor Violations* will usually be addressed in a four-step process (although the Company need not follow this sequence):
 - First violation – Counseling session/verbal warning
 - Second violation- written warning
 - Third violation – Final warning and/or unpaid suspension
 - Fourth violation – Termination
2. *Major Violations* will warrant disciplinary action up to a final warning and/or unpaid suspension, or termination.

Minor Violations

The Company need not follow any particular sequence of discipline and may impose immediate suspension or discharge where circumstances warrant. Examples of minor violations include, but are not limited to, the following types of workplace behavior.

1. Repeated failure to follow work policies, procedures or duties
2. Repeated failure to follow personal appearance standards
3. Use of abusive or profane language
4. Use of personal radios while operating a Company vehicle.
5. Eating or drinking while operating a Company vehicle.
6. Violation of the Internet, Newsgroup and Electronic Mail Policy, not

sent home, the employee will be issued an attendance occurrence noted as an absence.

Smoking

Smoking is expressly forbidden in or near Company vehicles at all times. This rule applies to everyone - employees, passengers, clients and the general public. It is also prohibited for any employee to smoke in any MV facility or garage. Employees wishing to smoke must do so on their own time and a minimum of 20 feet from a facility or bus.

Solicitation

MV prohibits:

- Solicitation and distribution of goods, services, or literature by non-employees on Company premises
- Solicitation by employees on Company premises when the person soliciting or the person being solicited is on working time (Working time is the time employees are expected to be working and does not include your scheduled meal or other authorized breaks.)
- Distribution of goods and/or literature by employees on Company premises in non-working areas during working time, as defined above
- Distribution of goods and/or literature by employees on Company premises in working areas

Note: A "working area" is an area, usually inside production areas or offices, where work is performed. It includes halls and aisles used in the course of employees' work. It also may include outside areas like the yard. "Working area" generally does not include break rooms, cafeterias, employee parking lots and Company grounds or recreation areas.

Confidentiality of Information

MV treats employee information as confidential. MV will only release employee information upon 1) written authorization, 2) court order, 3) as necessary in accordance with business needs and to administer benefits, or 4) to meet other contractual or legal requirements.

Security Inspections

Employees should not have an expectation of privacy in Company equipment such as desks, lockers, and computers. Desks, lockers, computer and communications systems are the property of the Company and therefore can be inspected by any agent or representative of the Company at any time, either with or without prior notice. The Company has the right to inspect packages and persons on, entering and/or leaving Company property. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto the Company's premises.

- Use of a personal cell phone while operating a Company vehicle
9. Falsification of any records, such as medical forms, time records or employment applications, or making false statements
 10. Inappropriate, unprofessional or disorderly verbal or physical conduct directed towards coworkers, passengers, clients or any third party while acting as a representative of the Company
 11. Entering a passenger's home while in service or in Company uniform without a legitimate business purpose
 12. Possession of weapons or explosives on Company premises
 13. Conviction of driving under the influence, reckless driving or hit-and-run driving whether on or off the job, in a Company or private vehicle, for employees performing safety sensitive functions
 14. Use of Company property or Company garages for personal vehicle repair
 15. Failing to pass initial, ongoing or changed qualification standards
 16. Dishonesty, theft, or improper handling of company assets or cash
 17. Gross negligence

Vehicle Citations

Vehicle citations are the responsibility of the employee. MV will not pay for parking tickets or citations issued to Company vehicles or employees on Company time unless required by law. It is the responsibility of the employee to obey all traffic laws and to operate a vehicle in a safe and legal manner.

Personal Appearance

When at work, employees are expected to present a professional appearance and to dress according to the requirements of their position. Where required, employees must come to work in a clean, pressed uniform. Those who report for work inappropriately dressed will be sent home unpaid and directed to return to work in proper attire. For safety reasons, the following appearance standards also apply for all operators and safety sensitive positions:

- Leather, rubber soled shoes must be worn
- Long hair extending past the shoulders must be tied back
- Fingernails cannot exceed 1/2" past the tip of the fingers
- Dangling jewelry, including earrings, is not permitted

If the employee's shift needs to be covered by another employee, the employee may forfeit his/her entire days shift at the manager's or supervisor's discretion. If

Major Safety Incidents

For incident reporting purposes, a major incident is one involving a transit vehicle or occurring on MV property. This includes, but is not limited to:

- Fatality
- Pedestrian or cyclist incident/injury
- Passenger incident or injury involving a lift
- Passenger incident or injury while entering or exiting a vehicle
- Passenger incident or injury involving improperly securing a passenger
- Preventable roll-away incident
- Incident resulting in a worker's compensation claim
- MV Operator is cited for a moving violation
- Any injury (including to the MV Operator) requiring immediate medical attention away from the scene
- Property damage of at least \$5,000
- Environmental spills
- Vehicle roll-over/lay-over
- Vehicle fire
- Incidents with Operator allegation of equipment or maintenance failure
- Events with potential for negative public relations and/or news media coverage
- Incidents where Operator drug and/or alcohol use may be involved
- Incidents where fault is in question

Minor Safety Incidents

All other incidents that do not meet the definition of a "major" incident.

Subrogation of Incident or Injury Claims

Every employee is expected to protect MV's rights to subrogate for reimbursement of vehicle damages, Workers' Compensation payments and related costs. Medical and Dental Insurance payments and related costs, and other payments/costs which result from the negligence of third-parties. Employees must obtain concurrence from MV (Risk Management for Workers' Compensation claims or Human Resources for Medical/Dental claims) prior to signing any "release of liability" from any responsible third-party or third-party insurer.

Employee Personnel Files

Employees can review the information contained in their own personnel file, except 1) records relating to the investigation of a possible criminal offense; 2) letters of reference; 3) ratings, reports or records that were obtained prior to employment, prepared by identifiable examination committee members or obtained in connection with a promotional examination. Employees who are interested in reviewing the contents of their personnel file should complete the Personnel File Review Form and submit it to their Manager of Human Resources to schedule a mutually convenient time for an appointment.

To ensure that MV's personnel files are up-to-date and contain accurate, complete information, employees are asked to notify their supervisor or Human Resources of any changes that need to be made in any of the following categories:

- Name
- Telephone number
- Home address
- Individual to notify in case of an emergency

Safety and Incident Policies

Safety Hotline

Since the safety, health and welfare of our employees, passengers and public is our number one priority at MV, we have established an Employee Safety Hotline to report any safety problems or concerns. Our safety hotline number is **1 - 877 - MVS SAFE - T (687-2338)**. Concerns including vehicle maintenance issues, unreported incidents, failure to secure wheelchairs, office safety issues, etc. should be reported to the Employee Safety Hotline. You are also expected to report any instances to your supervisor so your concerns can be immediately addressed.

Incident

Any occurrence, event or action (regardless of how minor) which does not follow Company procedures or presents a threat or problem to MV, its passengers, public or its employees is considered an incident. Any occurrence involving a passenger while under the care, custody and control of MV and its employees is considered an incident. Any contact between your vehicle and another person, vehicle or object is considered an incident whether or not there was damage or injury.

Incident Reporting

All incidents, regardless of how minor, must be immediately reported per MV's 'Incident Reporting' procedure. For workers compensation injuries, please refer to our 'Workers Compensation' policy. Failure to timely report an incident may result in disciplinary action up to and including termination.

System. Unsafe behaviors are also subject to disciplinary action regardless of whether they lead to injury. Such discipline must be approved by the Senior Vice President of Safety or a Company President.

Accruing Safety Points

All preventable incidents will be assigned points in the following manner:

Drive Cam incidents will be assessed on level of severity	One (1) point
Unsafe maneuver(s) or act	One (1) point
Failure to cycle wheelchair lift	One (1) point
Failure to do a proper vehicle inspection (DVI)	Two (2) points
Improper following distance	Two (2) points
Conviction of a minor traffic violation	Two (2) points
Backing incident	Two (2) points
Minor preventable incident	Two (2) points
Any use of a cell phone or non company-issued electronic device while operating a vehicle	Three (3) points
Major preventable incident that does not involve serious injury, death and/or property damage in excess of \$25,000	Four (4) points
Major preventable incident with serious injury, death and/or property damage in excess of \$25,000	Six (6) points
Any preventable roll-away incident	Six (6) points
Failure to properly secure/transport a mobility device	Six (6) points
Failure to immediately report a citation or incident in a Company vehicle	Six (6) points
Tampering with, disabling, or otherwise interfering with Drive Cam or other monitoring equipment	Six (6) points
Conviction of a major traffic violation *	Six (6) points

(*) A major traffic violation is any citation, in either a personal or company vehicle, that involves any item listed on page 39 and/or: (1) Driving while intoxicated or under the influence of alcohol or drugs; (2) Failure to stop and immediately report an incident in which you are involved; (3) Homicide, manslaughter, or assault arising out of the operation of a motor vehicle; (4) Driving while your license is suspended or revoked; (5) Reckless driving; (6) Possession of open container or alcoholic beverages; and/or (7) Speed contests, drag racing, or attempts to flee from an officer of the law, (8) reckless driving, (9) leaving the scene of an accident.

Safety Investigation Leave

Any employee involved in a major incident will be placed on administrative leave while the incident is being investigated to determine root causes and preventability. Administrative leave is unpaid unless the incident is determined to be non-preventable. Employees may perform other non safety sensitive functions if available and/or appropriate until final determination is made.

Electronic Systems

The company employs numerous technologies, including DriveCam, video systems, GPS and mobile data terminals in order to help ensure the safety of the driver and passengers, compliance with Federal, State and Local driving laws as well as regulations for both the driver and the motoring or pedestrian public. Any recording resulting from these technologies may be used as evidence in the investigation and may result in the issuing of appropriate disciplinary action.

Safety Point System

MV safety results are directly related to the actions and behaviors of our employees. At-risk behaviors lead to incidents and injuries. Therefore all MV safety sensitive employees are subject to a Safety Point Program rating which assesses cumulative points for at risk safety behaviors or actions.

Any work related incident, which involves an employee at MV will be investigated and may result in Safety Points being assigned.

If the incident is determined to have been "preventable" by the MV employee, then it will be considered a preventable incident. While an incident may not be legally considered your "fault", it will be treated as preventable, regardless of the cost to MV. Even minor damage incidents cost the Company money in terms of repairs, lost vehicle or driver time, staff time etc. Any damage to a Company vehicle will automatically be assessed to the most recent employee who drove that vehicle and who failed to report it on a daily vehicle inspection sheet.

Preventability of Incidents and Injuries

The determination as to whether an incident could have been "preventable" will be made by the Division Safety Manager and General Manager. It is subject to review by the Area Safety Manager and/or the Region Vice President. If there is a disagreement it will be given to the Vice President of Safety and Senior Vice President of Safety. The Senior Vice President of Safety has the final determination of preventability on all incidents.

Disciplinary Action

Any employee who has a preventable incident will be subject to re-training and/or discipline up to and including termination based on the safety point system.

Although most situations will be addressed by issuing safety points, MV reserves the right to impose discipline, up to and including termination, for any unsafe act, failure to follow safe work practices and/or procedures, or negligent operation of a Company vehicle regardless of the point assessment under the Safety Point

MVR Records

All employees in safety sensitive positions who will operate a revenue vehicle (either on a regular or occasional basis) must provide a copy of their Motor Vehicle Record (MVR). MVR's may be checked during employment. Such employees must report to their supervisor a citation received in either a company or personal vehicle within 24 hours. Failure to report a citation will result in immediate termination.

MV retains the right to access your MVR during employment. If an operations employee in a position requiring a driver's license has his/her license suspended, restricted or revoked, as a result of a vehicle citation, his/her employment may be terminated at the sole discretion of the company.

Statements at the Scene of an Incident

Under no circumstances is a MV Operator to discuss the circumstances of a vehicular incident occurring while in the course of his/her duties for MV or make any statement about the incident with anyone other than with police, MV division/safety personnel, MV Risk Management personnel, and/or MV Third Party Claims Administrator personnel. Drivers are to give their names, addresses, telephone numbers, vehicle insurance, and driver's license information. Any further information can be obtained by contacting the General Manager or the Area Safety Director.

Leaving the Scene of an Incident or Injury

Under no circumstances is a MV Operator to leave the scene of an incident without first doing each of the following:

1. Immediately reporting the incident to the division.
2. Providing any and all claimants or other parties in the incident the personal and Company information required by law and needed to make a claim.
3. Obtaining all information regarding other vehicles and parties involved.
4. Obtaining authorization from the dispatcher to leave the incident scene.
5. Taking pictures of the vehicles involved and the incident scene as well as sketching out the scene of the incident on the incident diagram form.

Safety Inspections

All employees are subject to inspections to ensure safe, quality service for our passengers. Inspections will be done at random as well as scheduled times. Types of inspections include field inspections, on-board evaluations, vehicle inspection audits and facility inspections.

Maximum Allowable Safety Points

For introductory employees: Receipt of 4 or more points during the introductory period will result in termination. In addition, receipt of 2 separate safety point assessments during the introductory period will result in termination, regardless of the employee's total point count.

For non-introductory period employees: In any rolling 18 month period of employment, receipt of six (6) or more points will result in termination. Any infraction which occurred more than eighteen months prior would no longer be included in the safety point count. In addition, receipt of 3 separate safety point assessments in any rolling one year period will result in termination, regardless of the employee's total point count.

Safety Point Hearing

If an employee feels that he/she has been issued safety points improperly, a point count hearing may be requested. Point count hearing requests must be made within five (5) business days of the point assessment to your supervisor. The supervisor will contact the Area Safety Director to conduct the hearing within ten (10) business days.

The hearing panel will consist of three of the following people: Vice President of Safety, Area Safety Director, General Manager, Assistant General Manager and/or Safety and Training Manager. The hearing will be chaired by the Vice President of Safety or the Area Safety Manager. Decisions by the panel must be signed-off and approved by the Regional Vice President and the Senior Vice President of Safety to be binding.

Retraining

MV reserves the right to require an employee attend retraining in addition to any discipline imposed. Failure to attend mandated re-training courses may result in disciplinary action up to and including termination.

All customer service related incidents which do not result in termination are subject to retraining from the MV customer service program (Ergonomics START program) or other approved Customer Service Training Module using the applicable section of the training that will apply to the incident. This must be accomplished within one week of the incident date.

All vehicle-related incidents which do not result in termination are subject to retraining using the approved Defensive Driving Training Programs. This must be accomplished within one week of the incident date.

Retraining may also be required based on an unacceptable onboard or field inspection.

MV Drug and Alcohol Section

In accordance with the U.S. Department of Transportation and the Federal Transit Administration Regulations (CFR Part 40 and 655) Effective as of October 1, 2010

MV TRANSPORTATION, INC. SUBSTANCE ABUSE POLICY

1.0 Policy

MV Transportation, Inc. and its Subsidiaries (MV Transportation) is dedicated to providing safe, dependable, and economical service to its clients. MV Transportation's employees are our most valuable resource. It is our policy (1) to take appropriate action to assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) to foster and maintain a drug and alcohol - free environment for all employees and patrons; (3) to prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) to encourage employees to voluntarily seek professional assistance whenever personal problems, including alcohol or drug use, may adversely affect their ability to perform their assigned duties.

To achieve the goal of a substance-free workplace, this policy incorporates three integrated components:

Prevention through education and training:

Education and training will communicate and clarify this policy to all employees, assist employees in recognizing substance abuse problems and in finding solutions to those problems.

Detection, deterrence and enforcement:

Federal regulations require that effective January 1, 1995, all safety - sensitive employees will be subject to reasonable suspicion, post accident, random, return to duty and follow up drug and alcohol testing. Applicants for safety sensitive positions will not be eligible for those positions unless they pass a pre-employment drug test. **As a "zero tolerance" employer, any positive drug or alcohol or refusal to tests will result in a termination of employment.**

Treatment and opportunities for rehabilitation:

Alcohol and drug abuse are recognized as diseases that can be treated. MV Transportation promotes a voluntary rehabilitation program to encourage employees to seek professional assistance prior to testing positive for drugs or alcohol, without fear of discipline.

Approved: 
Kevin Klika, COO
MV Transportation, Inc. and its Subsidiaries

DATE February 1, 2011

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Wheelchair Lift Deployment

Under no circumstances is a MV employee to leave a wheelchair lift partially or completely in the down position outside of the vehicle while not physically there and able to alert any pedestrians to the potential danger. Under no circumstances is the vehicle to be driven unless the wheelchair lift is safely and properly stowed in its secure folded position.

Safety Meetings

Safety meetings are a critical component of our safety program and assist MV in managing contractual and refresher training requirements. All operations employees are required to attend a minimum of one safety meeting per month.

Return of Property

Employees must return all Company property at the time of termination, resignation or layoff, or immediately upon request. Where permitted by law, the Company may withhold from the employee's check or final paycheck the cost of any items that are not returned. The Company may also take all action deemed appropriate to recover or protect its property.

Use of Personal Cell Phones and other Electronic Devices

The use of cell phones for personal calls during your working hours is discouraged and should be limited to break or meal periods. Where a client contract prohibits drivers from carrying personal cell phones, the use of personal cell phones is prohibited. Any use of a personal cell phone or any non company-issued electronic device, whether hands-free or not, during the operation of a company vehicle is prohibited.

Preparedness for Work and Alertness Management

It is the Operator's responsibility to report for duty well rested, with proper equipment and uniform and in sufficient time as may be required and prescribed to perform his/her duties.

Professional operators must get adequate rest – ideally a minimum of eight hours – before coming to work. Every operator is responsible for coming to work well rested, as there is a significant risk of fatigue-related incidents. If an operator is not properly rested or is fatigued, they must report their condition to a supervisor or manager immediately.

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- the operation of the LIFTS or anyone who assists the passengers to ensure they are secured in the vehicles)
- 2) All drivers who operate revenue service vehicles, including when not in revenue service and regardless of the class of license that they hold.
 - 3) All dispatch personnel and supervisors who control the movement of any revenue service vehicle; (This includes all management personnel if they perform any safety-sensitive functions at any time even on an emergency basis)
 - 4) All Maintenance personnel, who perform various repairs to revenue vehicles (including repairs, overhaul and rebuilding) and employees who operate equipment used in revenue service.
 - 5) Carrying a firearm for security purposes. (not applicable to MVT.)
 - 6) Volunteers are considered a covered employee if; 1) they are required to hold a commercial driver's license to operate the vehicle; or 2) if the volunteer receives re-numeration in excess of their actual expenses incurred while engaged in the volunteer activity. (For a description of job categories - See Exhibit B)

3.2 Contractors

Contractors who perform any of the safety-sensitive functions described in this policy for MVT will also be subject to the same requirements as safety-sensitive MVT employees.

3.3 Non Safety Sensitive Positions

All MVT employees are subject to the provisions of the Drug-Free Workplace Act of 1998. Visitors, vendors and contracted employees on MVT premises will not be permitted to conduct transit business if found to be in violation of this policy.

4.0 Opportunities for Rehabilitation (MVT Policy)

To promote a drug and alcohol free workplace, this policy includes a rehabilitation program that allows employees to voluntary come forward to request rehabilitation.

4.1 Voluntary Rehabilitation (MVT Policy)

Any employee who has a drug and/or alcohol abuse problem and has not been selected for reasonable cause, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the General Manager or the Human Resource Department, who will refer the individual to the company's Substance Abuse Professional (SAP) for an evaluation and treatment. Voluntary self-referral commits the employee to a therapeutic process. Confidentiality of the employee will be protected. The SAP will evaluate

2.0 Purpose

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the use of alcohol and Prohibited Drugs (as defined below). This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transit industry.

The Federal Transit Administration (FTA) and the Federal Motor Carrier Safety Administration (FMCSA) of the U.S. Department of Transportation 49 CFR (Code of Federal Regulations) Part 655, and 382 mandate urine drug testing and breath alcohol testing for employees performing safety-sensitive functions. This regulation also prevents performance of safety-sensitive functions when there is a positive test result or a test refusal. The U.S. Department of Transportation (DOT) has also adopted the revised version of 49 CFR Part 40 as amended, which outlines procedures for transportation workplace drug and alcohol testing programs. This Policy incorporates these federal requirements for employees performing safety-sensitive functions, as well as other provisions.

In addition, DOT has published 49 CFR Part 29, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. California passed a similar version of the federal law, the Drug-Free Workplace Act of 1990 (Gov't Code § 8350 et seq). This policy reiterates the requirements of the federal regulations; these requirements will be in *italics*. Portions of this policy marked in **bold** are not necessarily FTA-mandated, but reflect MV Transportation employment policy (this does not include policy headings).

If any provision of an existing MVT policy, rule or resolution is inconsistent or in conflict with any provision of this policy or the DOT/FTA rules, this policy and the DOT/ FTA rules shall take precedence; if any provision of this policy is inconsistent or in conflict with the DOT/ FTA rules the DOT/ FTA rules shall take precedence.

Applicability

3.1 Safety-Sensitive Employees

This policy applies to all safety-sensitive MV Transportation employees, including paid part time employees who perform or could be called upon to perform any transit related safety-sensitive function, this includes off-site lunch periods or breaks when an employee is scheduled to return to work.

A safety-sensitive function is any of the following duties:

- 1) All employees with a commercial driver's license that will operate a revenue service, or non-revenue service vehicle; (Operation includes

5.2 Alcohol

The consumption of beverages containing alcohol, or substances including any medication such that alcohol is present in the body while performing safety sensitive duties or transit business, are prohibited. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol. (The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.)

5.3 Legal Drugs (MVT Policy)

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected **MUST** be reported to supervisory personnel. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

Any time an employee comes forward about a medication that he/she is taking the information must be forwarded to the Director of the Compliance Department for clarification and review. The Compliance department will then notify the Medical Review Officer (MRO) to determine if the medication is appropriate to take while performing a safety-sensitive function.

A legally prescribed drug means that the employee has a prescription or other written approval (in his/her name) from a physician for the use of a drug in the course of medical treatment. The misuse of legal drugs while performing a safety-sensitive function is prohibited at all times.

If the MRO determines that the medication being taken is not appropriate to take while performing a safety-sensitive function the employee will remain off duty until the issue is cleared by the MRO.

In order to continue performing a safety-sensitive function the employee taking the medication will be required to provide the following:

A written letter from the prescribing physician stating the patient's name, the name of the substance, the period of authorization and a statement that the medication will not adversely affect the employee's performance to drive or perform his/her safety sensitive function and that the employee may continue to perform his/her safety-sensitive function while taking such medication. The letter must be signed and dated by the physician and the letter will be provided to the MRO for final approval.

the employee and make a specific recommendation regarding the appropriate treatment. When an employee voluntarily refers her or himself for treatment, the employee may be eligible for sick leave and disability benefits. Employees will be allowed to take accumulated vacation time or may be eligible for unpaid time off to participate in any prescribed rehabilitation program. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

4.2 While Undergoing Treatment (MV Policy)

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program is completed. The employee will be placed on an unpaid leave of absence for a maximum of 30/60 days to allow time for completion of the treatment/rehabilitation program. Proof of completion must be provided in writing. The employee will be required to pass a drug and alcohol test before he/she can perform a safety-sensitive function.

* MV shall make every effort to place the employee back in his/her position upon returning to work. However, an employee's commitment to an SAP does not guarantee that the employee's job will be available upon return.

4.3 Cost of Rehabilitation (MV Policy)

All associated costs for treatment are the sole responsibility of the employee.

4.4 Returning to Work after Treatment (MV Policy)

All employees who successfully complete prescribed treatment and are allowed to return back to work will be subject to unannounced follow-up testing as prescribed by the SAP.

Prohibited Substances

"Prohibited substances" addressed by this policy include the following:

5.1 Prohibited Drugs

FTA regulations specifically prohibit the use of the following illegal, prohibited substances and require testing for their presence under certain circumstances: Marijuana, Amphetamines, Opiates, Phencyclidine (PCP) and Cocaine ("Prohibited Drugs") - Safety-sensitive employees may be tested for prohibited drugs at any time while on duty or on **MVT property**.

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer.
- (2) Fail to remain at the testing site until the testing process is complete; provided, that an employee who leaves the testing site before the testing process commences (for a pre-employment test this is not deemed to have refused to test; *unless the cup was handed to the donor*)
- (3) Fail to provide a urine specimen for any drug test or fails to provide an adequate amount of saliva or breath for any alcohol test required by this part or DOT agency regulations; provided, that an employee who does not provide a urine specimen/breath alcohol test because he or she has left the testing site before the testing process commences (for a pre-employment test is not deemed to have refused to test; *unless the cup was handed to the donor*)
- (4) In the case of a directly observed or monitored urine drug collection, fail to permit the observation or monitoring of your provision of a specimen
- (5) Fail to provide a sufficient amount of urine or breath specimen when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure. **It is MVT's policy that any employee that does not provide a valid specimen during a collection for a test will remain off duty until the employee is cleared from the MRO that the employee had a valid medical reason.**
- (6) Fail or decline to take a second test the employer or collector has directed you to take;
- (7) Fails to sign the certification at step 2 of the breath alcohol testing form (ATF).
- (8) Fail to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment; or
- (9) Fail to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector or behave in a confrontational way that disrupts the collection process).
- (10) If the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
- (11) Employee admits to the collector or MRO that he or she adulterated or substituted their specimen.

6.0 Prohibited Conduct, Manufacture, Trafficking, Possession, and Use of Controlled Substances

The manufacture, distribution, dispensing, possession, or use of controlled substances in the workplace is prohibited. A "controlled substance" is any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812), and as further defined by 21 CFR 1300.11-1300.15. Any employee engaging in the manufacture, distribution, dispensing, possession or use of a controlled substance on MVT premises will be subject to disciplinary action, up to and including termination and/or will be required to complete a drug abuse assistance or rehabilitation program. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

6.1 Requirement to Submit to Drug and Alcohol Testing

MVT shall require every covered employee who performs a safety-sensitive function as described in the FTA regulations Part 655 and the FMCSA regulations Part 382 to submit to a pre-employment, post-accident, random, and reasonable suspicion drug and alcohol test as described in this policy. MVT shall not permit any employee who refuses to submit to such tests to perform or continue to perform any safety-sensitive functions.

6.2 Alcohol Use/Hours of Compliance

No safety-sensitive employee should report for duty or remain on duty when his or her ability to perform assigned functions is adversely affected by alcohol or when his or her blood alcohol concentration is 0.02 or greater. No employee shall use alcohol while on duty or while performing safety-sensitive functions. No employee shall have used alcohol within four hours of reporting for duty. After an accident employees shall refrain from alcohol use for eight (8) hours or until an alcohol test has been administered.

No safety-sensitive employee shall use alcohol during the hours that they are on call. On call employees have the opportunity to acknowledge the use of alcohol at the time he/she is called to report to duty and the inability to perform his/her safety sensitive function.

6.3 Compliance with Testing Requirements

Any safety-sensitive employee who refuses to comply with a request for testing, who fails to remain readily available for post-accident testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution, shall be removed from duty immediately. Refusal can include an inability to provide a specimen or breath alcohol sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

6.4 Refusal to Submit to a DOT Alcohol or Controlled Substance Test

As an employee, you have refused to take a drug or alcohol test if you:

Medical Review Officer (MRO)- All drug testing results shall be interpreted and evaluated by an MRO who meets all applicable requirements of Part 40, who shall be responsible for receiving laboratory results generated by an employer's drug testing program and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result. The MRO shall comply with the drug testing procedures set forth in 49 CFR Part 40. The MRO will not review alcohol test results. When a confirmed positive test is reported from the testing laboratory, it is the responsibility of the MRO to: (a) review the individual's medical history, including any medical records and biomedical information provided; (b) contact the employee and afford the employee the opportunity to discuss the test results with him/her; (c) determine whether there is a legitimate medical explanation for the result, including legally prescribed medication. The MRO shall not convey test results to MVT until the MRO has made a definite decision that the test result was positive or negative, or refusal to test. If the employee provides an adequate explanation, the MRO verifies the test as negative and no further action is taken. When the MRO reports the results of the verified positive test to MVT, the MRO will disclose the drug(s) for which there was a positive test. If the MRO declares a drug test to be invalid for any reason, the test is considered canceled, and neither positive nor negative. However, a re-collection under direct observation may be ordered by the MRO.

The Medical Review Officer conducting MRO services for MVT is Dr. Stephen Kracht, M.D., D.O. in Overland Park, Kansas.

7.2 Testing for Prohibited Drugs

MVT shall collect or have collected urine samples from safety-sensitive employees to test for Prohibited Drugs. An assigned Collection Site will split each urine sample collected into a primary and a split sample. (see testing procedures) The urine samples will be sent under seal, with required chain of custody forms, to a laboratory certified by the DHHS. Currently MV Transportation is under contract with Clinical Reference Laboratory (CRL) in Lenexa, Kansas for its initial testing and confirmation testing. An initial drug screen will be conducted on each primary specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GS/MS) test will be performed. The test will be considered positive if the amounts present are at or above the minimum thresholds established in 49 CFR Part 40 as amended, as set forth in the attached Exhibit A (Threshold levels of testing).

Split Specimen Testing- If the test result of the primary specimen is positive or a refusal to test due to adulteration or substitution, the employee may request the MRO to direct his/her split specimen be tested in a different DHHS-certified laboratory. The MRO shall honor such a request if it is made within 72 hours of the employee having been notified of a verified positive or refusal to test result. This does

(12) Employee fails to follow the observer's instructions to raise and lower their clothing and to turn around to permit the observer to determine if the employee has a prosthetic or other device that could be used to interfere with the collection process

(13) Employee possesses or wears a prosthetic or other device that could be used to interfere with the collection process.

(14) Employee refuses to wash his or her hands – after being directed to do so.

As an employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing any safety-sensitive functions.

6.5 Compliance with Treatment Requirements

All employees are encouraged to make use of the available resources for treatment for alcohol and substance abuse problems.

6.6 Notify MVT of Criminal Drug Conviction

Every employee must notify MVT of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to do so shall subject said employee to disciplinary action up to and including termination, or satisfactory participation in a rehabilitation program, at the employee's expense.

6.7 Improper Application of the Policy

MVT is dedicated to assuring fair and equitable application of this "Zero Tolerance" substance abuse policy. Therefore, supervisors and managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor and manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

7.0 Testing for Prohibited Substances

7.1 General

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS). Testing for prohibited drugs and alcohol on safety-sensitive employees shall be conducted in accordance with the procedures set forth in 49 CFR Part 40 as amended. See attached Testing Procedures for detailed procedures on all required types of drug and alcohol testing.

undergo a DOT pre-employment drug test. Any existing safety-sensitive employee who is simply transferring to a different division for another safety-sensitive position is NOT required to undergo another DOT pre-employment drug test.

8.1.1 Non-Safety-Sensitive Positions

All applicants applying for any non safety-sensitive positions will have to take and pass a pre-employment NON-DOT urine drug test prior to being hired.

8.1.2 Return to Work after 30 Days (DOT-FMCSA Policy)

MVT has some contracts that are subject to the Federal Motor Carrier Safety Regulations and NOT (FTA) regulations. Therefore, if the employee has a commercial license and has been out for 30 days or more AND the employee has been out of the random testing pool the covered employee will be required to take a DOT pre-employment drug test before he/she can return to his/her safety-sensitive position.

8.1.3 Return to Work after 90 Days (DOT-FTA Policy)

If a covered employee has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, AND the employee has not been in the random pool during that time, the employee must take and pass a DOT Pre-Employment drug (NOT a return-to-duty) test before he/she can perform a safety-sensitive function.

8.1.4 Return to Work after 30 Days (MVT Policy)

It is MVT's policy that any time a Non-DOT safety-sensitive employee has not performed a MVT non-DOT safety sensitive function for 30 or more consecutive days (regardless of reason) the employee will be required to take a NON-DOT Pre-Employment drug test (as permitted or required by applicable state or federal law) before he/she can return to his/her safety-sensitive position. **Please contact Director of Drug & Alcohol Compliance for confirmation of what mode of transportation your division falls under**

8.1.5 Previous Employer Request Requirement

As an employer we are required to verify previous violations of DOT drug and alcohol regulations within the last two years of employment with a DOT regulated agency or employer.

An employer must obtain and review the information listed below from any DOT-regulated employer the employee performed safety-sensitive functions for in the previous two years. The information must be obtained and reviewed prior to the first time an employee performs

not delay MVT from taking any action consistent with this policy for positive tests and the employee will be removed immediately from any safety-sensitive functions regardless if he/she is having his/her split specimen tested by a different laboratory. However, if the split specimen (bottle B) produces a negative result, or for any reason the second portion is not available, the test is considered cancelled and no sanctions are imposed. However, a re-collection under direct observation shall be ordered by the MRO.

If an employee requests a split sample to be tested and the split specimen test is confirmed positive by the second laboratory the employee will be responsible for all payments associated with the test of the split specimen. The cost for the split specimen will not be required up front or at the time the employee makes the request with the MRO but only after the split test comes back from the second lab and the split is also confirmed positive.

Cancelled Test - A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which this part otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.

7.3 Alcohol Testing

Tests for alcohol concentration on safety-sensitive employees will be conducted with a National Highway Traffic Safety Administration (NHTSA) - approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). In order to maintain quality assurance, EBT's must be externally calibrated in accordance with the plan developed by the manufacturer of the device. If the initial test on an employee indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. For summary of applicable alcohol threshold levels, see Exhibit A.

8.0 Types of Testing

49 CFR Part 655 and 382 requires the following types of testing for Prohibited Substances for safety-sensitive employees: Pre-employment or transfer, reasonable suspicion, post-accident, random.

8.1 Pre-employment, Transfer Testing or Return to Work Testing

All applicants for safety sensitive positions shall undergo urine drug testing prior to employment. Receipt by MVT of a verified negative test result from the MRO is required prior to performing ANY safety sensitive functions for the first time. If an applicant or employee's drug test is cancelled or negative- dilute the employee or applicant shall be required to immediately take another pre-employment drug test.

Existing employees who are being considered for transfer to a safety-sensitive position from a NON-safety-sensitive position will be required to

on file a record stating the reasons the alcohol test was not promptly administered. If the alcohol test is not administered within eight hours following the determination, MVT shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test.

Reasonable suspicion determination will be made by a supervisor, or other company official who has had the required Reasonable Suspicion training to detect and document the signs and symptoms of drug use and alcohol use and who reasonably concludes that an employee may be under the influence of a prohibited substance. **Any employee who is required to take a Reasonable Suspicion test will remain off duty until a negative alcohol and drug test is received.**

8.3 Post-Accident Testing

Fatal Accidents

As soon as practicable following an accident involving the loss of human life, MV Transportation will conduct drug and alcohol tests on each surviving covered employee operating the mass transit vehicle at the time of the accident. Post accident drug and alcohol testing of the operator is not required under this section if the covered employee is tested under the fatal accident testing requirements of the Federal Motor Carrier Safety Administration rule 49 CFR 382.303 (a)(1) or (b)(1). MV Transportation shall also test any other covered employee whose performance could have contributed to the accident as determined by investigating staff using the best information available at the time of the decision.

Non-Fatal Injury Accidents

As soon as practicable following an accident not involving the loss of human life in which a mass transit vehicle is involved, MV Transportation will drug and alcohol test each covered employee operating the mass transit vehicle at the time of the accident unless investigating staff determine, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident.

MV Transportation shall also test any other covered employee whose performance could have contributed to the accident as determined by investigating staff using the best information available at the time of the decision. (For exact testing criteria -See Post Accident Testing Procedures)

MV Policy: When to conduct a NON-DOT Post accident/incident test

if the accident does not meet the FTA/FMCSA testing criteria, MVT will reserve the right to test any safety sensitive employee after any accident/incident regardless of the severity of the

safety-sensitive functions. If not feasible, the information should be obtained no later than thirty (30) days after the first time an employee performs safety-sensitive functions. The information obtained must include:

1. Information of the employee's alcohol test in which a breath alcohol concentration of 0.04 or greater was indicated.
2. Information of the employee's controlled substance test in which a positive result was indicated.
3. Any refusal to submit to a required alcohol or controlled substance test. (including verified adulterated or substituted drug test results)
4. Other violations of DOT agency drug and alcohol testing regulations

As the applicant or employee if you have violated any of the DOT drug and alcohol regulations, you must also obtain documentation of your successful completion of the DOT return-to-duty requirements (including proof of follow-up tests administered).

Furthermore, all applicants will be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee applied for, but did not obtain safety-sensitive transportation work covered by DOT agency drug and alcohol testing rules during the past two years.

8.1.6 Pre-employment Breath Alcohol Testing

MV Transportation contracts with many cities and states and several of our contracts require MV Transportation to conduct breath alcohol testing in addition to the required drug test. Divisions that are subject to this requirement will have to take a pre-employment breath alcohol test. Breath alcohol testing will be in accordance with DOT Part 40 and §655.42.

8.2 Reasonable Suspicion Testing

All safety-sensitive employees shall be subject to reasonable suspicion testing, to include appropriate urine and/or breath testing when there is reasonable suspicion to believe that a covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the covered employee. Reasonable suspicion tests for the presence of alcohol shall be authorized by observations made just prior, during or immediately after the performance of a safety-sensitive function. If an alcohol test is not administered within two hours following the determination to test the employee, the employer shall prepare and maintain

9.2 Positive Drug Test

The consequences of a positive drug test or a test refusal are as follows: the employee will immediately be removed from safety sensitive duties, referred to a SAP and terminated from employment.

10.0 MRO Report of a Negative Dilute Specimen

If the MRO informs MVT that a negative drug test was dilute, the employee will be directed to take another test immediately. In some cases the MRO may require the retest to be performed under "Direct Observation." Each employee directed to take another test, will be given the minimum possible advance notice that he or she must go to the collection site to take another test.

Any employee that is directed to take another test, the result of the second test – not that of the original test – becomes the test of record which MVT will rely on for purposes of this policy. Any employee who takes another test and the second test is also negative and dilute will not be required to take a third test because the second test was also dilute. Any employee who is directed to take another test and the employee declines to do so, shall be considered that the employee has refused the test for purposes of this policy and DOT agency regulations.

Dilute Specimen: A specimen with creatinine and specific gravity values that are lower than expected for human urine.

11.0 Substance Abuse Professional (SAP)

A SAP must meet all of the credential, basic knowledge, qualification training, continuing education, and documentation requirements of 49 CFR Part 40, Subpart O, §40.281 (a-e). The SAP will evaluate the employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or alcohol misuse. The SAP will also determine whether or not an employee has successfully completed a program of rehabilitation. MV Transportation has contracted with:

National Counseling Resource
11622, Fair Oaks Blvd, Suite 103, CA 95628
Duncan McPherson, NCAC II, SAP
1-800-607-1010

This firm is a national company that contains a large network of qualified SAPs throughout the United States. Employees simply call the toll-free number and provide the SAP their city and zip code and the SAP will find them one or more qualified SAPs closest to their area.

12.0 Training and Education

All employees shall participate in a minimum one-hour training session designed to meet FTA requirements by learning about the effects and consequences of drug use on personal health, safety and the work environment. For those supervisors participating in reasonable suspicion determination testing, there will be at least two hours of training to explain the criteria for reasonable cause testing, including at least an hour on the physical, behavioral and performance

accident/incident. Additionally, MVT will test any other safety-sensitive employee whose performance MVT determines could have contributed to the accident.

Any tests done under these circumstances must be explained to the employee that the drug and alcohol tests will be done under M.V. Transportation authority, and should be done on NON-DOT drug and alcohol chain of custody forms.

Any employee who takes a post accident test will remain off duty until a negative alcohol and a negative drug test is received from the MRO.

8.4 Random Testing

Employees performing safety-sensitive functions will be subject to unannounced, random drug and alcohol testing in accordance with FTA regulations. The random drug and alcohol testing rates will be, at a minimum, based on the current FTA and FMCSA requirements at all times. Each such employee shall have an equal chance at selection and shall remain in the pool even after being tested. The basis for random selection shall be by a scientifically valid random number generation method initiated by computer. The dates for administering unannounced testing of randomly-selected covered employees shall be spread reasonably throughout the calendar year, month, week, and all hours that safety-sensitive functions are performed. This ensures that employees would have a reasonable expectation that they might be called for a test on any day they are at work. A covered employee shall only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

9.1 Positive Alcohol Test

- (a) A safety-sensitive employee who has a confirmed alcohol concentration of 0.02 or greater but less than 0.04 will be removed from his or her duties for eight hours unless a confirmation test results in a concentration measure of less than 0.02. (For a test result which is less than 0.04 no other action will be taken except that which is described in this paragraph.)
- (b) An alcohol concentration of 0.04 or greater or a test refusal will be considered a positive alcohol test. The employee will be immediately removed from duty and referred to a Substance Abuse Professional (SAP) and terminated from employment.

EXHIBIT A

Pursuant to the Federal Department of Transportation regulations, the following are the drugs to be tested for, and the threshold levels of each test which MV Transportation is required to accept:

Drug or Metabolite	Urine Initial Test Cutoff (ng/mL)*	Confirmatory (GC/MS) Test Cutoff (ng/mL)*
1. Marijuana	50	15
2. Cocaine	150	100
3. Opiates (morphine, codeine)	2,000	2,000
4. Amphetamine (includes methamphetamine and MDMA-Ecstasy, MDA, MDEA)	10	10
	500	250
5. Phencyclidine (PCP)	25	25

* nanograms per milliliter

ALCOHOL

(Includes ethanol, methanol, isopropanol)

Breath Alcohol Concentration

(expressed in terms of grams of alcohol per 210 liters of breath)

Initial Screen

Under 0.02

Confirmatory
(given if 0.02 or greater on initial screen)
0.02 to less than .04 employee may not perform safety-sensitive function

indicators of probable drug use and another hour on the physical, behavioral, speech and performance indicators of probable alcohol misuse. Initial training sessions will be re-enforced with educational materials and meetings. Further, employees shall be provided with a community hot-line telephone number.

13.0 Employee Assistance Community Service Hot-Line

The Center for Substance Abuse Treatment maintains a toll-free Referral Helpline for locating substance abuse treatment in your area:
 1-800-662-HELP
 National Clearinghouse on Family Support and Children's Mental Health
 800-628-1696
 National Foundation for Depressive Illness
 800-239-1265
 SAMHSA's Center for Substance Abuse Treatment
 800-662-HELP (4357), 800-487-4889 (TDD), 877-767-8432 (Spanish)

14.0 Records, Confidentiality

A safety-sensitive employee is entitled, upon written request, to review and obtain copies of any records relating to the employee's drug and alcohol testing. MVT must maintain records of its substance abuse program in a secure location with controlled access.

15.0 System Contact

Any questions regarding this policy or any other aspect of MVT's Substance Abuse Management Program should be directed to the office of the following:
 Name: Esther Avalos, Director of Drug & Alcohol Compliance
 Address: 4620 Westamerica Dr., Fairfield, Ca 94534
 Phone Number: (707) 863-8768

16.0 Local Authority

Local Division Managers are authorized to receive test information from the MIRO as well as confirmation test results from the Certified B.A.T.

17.0 Revisions to the Policy and Program

This policy and program are subject to revision in accordance with the Department of Transportation regulations as amended.

18.0 Zero Tolerance Policy

MVT's "Zero" Tolerance Policy means that any employee or applicant that tests positive for any drug or alcohol test (in accordance with the thresholds of DOT Part 40) will be immediately terminated and/or not hired so there is no follow up required by MVT with the SAP. Any applicant or employee who tests positive for drugs alcohol or refuses to test will not be hired and/or terminated and the applicant and/or employee can never reapply for a position with MV Transportation indefinitely.

EXHIBIT B

The following is a list of Safety-Sensitive Job Functions at MV Transportation:

21	VP Fleet Maintenance	335	Dispatch Supervisor	420	BTW Trainer	562	Mechanic B (specify Union Class)
45	Director of Operations	336	Drive Cmn Supervisor	425	BTW Instructor	563	Mechanic C (specify Union Class)
49	Maintenance Training Manager	340	Lead Dispatcher	450	Classroom Instructor	564	Technician A Mechanic
50	Regional Maintenance Manager	345	Dispatcher	451	Classroom Trainer	565	B Mechanic
57	Special Projects Manager	346	Window Dispatcher	470	Parts Manager	566	Technician C Mechanic
62	Manager in Training	349	Scheduling Manager	471	Assistant Parts Manager	567	Technician Apprentice
172	Operations Admin Asst	350	Scheduler	475	Parts Clerk	568	Technician
300	General Manager	352	Scheduling Coordinator	500	Maintenance Manager	569	Mechanic Helper
301	General Manager 1	353	VA Coordinator	510	Assistant Maintenance Manager	570	Cleaners
302	General Manager 2	354	Operations Supervisor	512	Maintenance Technician	575	Service Worker
303	General Manager 3	355	Road Supervisor	514	Bus Stop Maintenance	590	Utility Crew
304	General Manager 4	359	Lead Supervisor	515	Maintenance Clerk	590	Bus Aide
310	Division Manager	371	Admin Entry	516	Maintenance Supervisor	600	Driver Trainer
315	Assistant Division Manager	399	Call Center Manager	517	Service Employee	610	Driver
320	Operations Manager	400	Safety and Training Manager	518	Advanced Service Employee		
321	Shift Supervisor	405	Training Manager	519	Entry Level Mechanic		
322	Assistant Operations Manager	406	Training Supervisor	520	Shop Foreman		
323	Operations supervisor	410	Safety Trainer	530	Lead Mechanic		
330	Dispatch Manager	415	Assistant Safety Manager	550	Mechanic		
332	Reservations Manager	416	Safety Manager	561	Mechanic A (specify Union Class)		

Any MVT employee who has a non-safety-sensitive position, but who may perform a safety sensitive function at any time while they are working must be subject to the DOT regulations including random testing and will be included in the DOT random testing pool.

Testing Procedures

Note: Testing and collection procedures will be conducted as set forth by 49 CFR Parts 40 (as amended) & 655 & 382. The information on the following pages is meant for general information only for MV Transportation employees. Any questions regarding reference to the regulations should be directed to the policy section of this handbook. A copy of 49 CFR Part 40 is available for review to each employee upon request to their local manager.

This is a “Zero Tolerance” policy and any reference to return to work after a positive test result does not apply to employees affected by this policy. The FTA does not mandate “Second Chance”.

Pre-Employment Testing

1. The FTA regulations require that all applicants for employment in safety-sensitive positions or individuals being transferred to safety-sensitive positions from NON- safety-sensitive positions must be given a pre-employment drug test.
2. Applicants may not be assigned to safety-sensitive functions unless they pass the drug test.
3. Applicants must be informed in writing of the testing requirements prior to conducting the test. **MVT will require applicant to sign a form acknowledging that they know that their urine will be tested for Cocaine, PCP, Amphetamines, Marijuana, and Opiates.**
4. Appropriate personnel at each location will schedule appointments for collection. The employee must be made aware that their placement into a safety sensitive position is contingent upon a negative test result.
5. It is the responsibility of the applicant to report to the collection site at the time and day scheduled.
6. Positive test results must be reviewed by the MRO.
7. Applicants are notified by the MRO and are given an opportunity to discuss the results.
8. Applicants who test positive will not be hired into a safety-sensitive position.
9. An applicant whose pre-employment test results are negative will continue through the safety-sensitive hiring process.
10. Applicants will be asked whether he or she has tested positive, or refused to test on a pre-employment drug or alcohol test while trying to obtain safety sensitive transportation work from an employer covered by DOT agency during the past two years. If applicant admits that he or she had a positive test or a refusal to test, MV will not allow the applicant to perform

- constitutes a refusal to test. (see procedures for random test notification)
7. Employees will be notified where to report for collection, when to stop work and report to the collection site and who will relieve them, if necessary.
 8. The employee must submit to a drug and/or alcohol test, and sign all necessary forms. Failure to cooperate with the collection procedure in any way constitutes a refusal to test which has the same consequences as a positive test result.
 9. The employee is in a paid status throughout the random testing procedure. Employees will be removed from duty if the results are positive **and employee will be terminated.**
 10. If both alcohol and drug tests are being given, the breath alcohol test will be performed first. Immediately thereafter, the urine sample will be collected for the drug test.
 11. If there is a confirmed breath alcohol test of between .02% and .039%, the employee will be relieved from duty immediately for a minimum of eight (8) hours.
 12. If there is a confirmed positive breath alcohol test (.04% or above), the employee will be given the name of a Substance Abuse Professional (SAP) **and terminated.**

Procedures for Random Test Notification

1. The Human Resource Department triggers the selection list of the month's safety-sensitive employees to be scheduled for testing.
2. The local manager will review work schedules, including planned absences when known, to develop a best available time to perform the tests. The local manager will coordinate the testing schedule with the collector.
3. In developing testing times, the goal will be to minimize the impact in service. Testing will be conducted using the following priority periods:
 - Before work,
 - During split time,
 - After work/shift is completed
 - During work, with standby personnel relief.
4. During work, without relief (if no other time is possible).
5. Notification of Employees- The Human Resources Department triggers notification to each location's designated employer representative (DER) via electronic mail. The DER will notify each safety-sensitive employee selected and thus notified. Each employee who is selected is to report to the test site immediately

safety sensitive duties unless and until applicant provides documents showing the successful completion and release from a SAP.

Random Testing Procedures

The FTA regulations require random testing for prohibited drugs and alcohol for all safety-sensitive employees. Random testing identifies those who are using drugs or misusing alcohol but are able to use the predictability of other testing methods to escape detection. More importantly, it is widely believed that random testing serves as a strong deterrent against employees beginning or continuing prohibited drug use and misuse of alcohol at MVT. MV Transportation has developed procedures for notification and collection to best implement the requirements of the federal rules.

These procedures answer common questions regarding random testing: Who is tested? Why are only some individuals tested? When and how do the tests occur?

1. Random drug and alcohol testing applies only to safety-sensitive employees. Identification numbers for all safety-sensitive employees will be included in a selection pool.
2. Random drug and alcohol testing is accomplished by a scientifically valid, tamper-proof, computer-generated selection process. A random list for testing of employee numbers will be generated every month.
3. Employees are chosen in an unannounced, unpredictable manner. No employee will be removed from the random pool's following selection, and every employee will continue to be subject to random selection throughout the year. Every employee in the random pool has an equal chance of being selected every time. Employees are only removed from the random pool when they are in rehabilitation programs, terminated or permanently transferred to a non safety-sensitive position, or expected to be out for at least 90 days or more.
4. Random testing will be conducted on all shifts, all times of day, and all days of the week throughout the calendar year. No shift is exempt from testing.
5. Random drug testing may be conducted concurrently with random alcohol testing or at any time during an employee's shift. Random alcohol testing will be conducted just before the employee is scheduled to perform a safety-sensitive function, while the employee is performing safety-sensitive duties or just after the employee performs a safety-sensitive function. The employee must proceed to the test site immediately after being notified that he or she has been selected for testing in the allotted time given.
6. For both Maintenance and Operations (Drivers) the Divisional Manager in each location will be notified which employees have been selected for testing. Once an employee is notified of his/her selection. He/she must report immediately for the test. Failure to report after notification

immediately notify the DER.

Shy Bladder - The term "shy bladder" refers to a situation when the employee does not provide a sufficient amount of urine (45 ml) for a DOT required drug test. If an employee tells the collector, upon arrival at the collection site, that he or she cannot provide a specimen, the collector must still begin the collection procedure regardless of the reason given and direct the employee to make the attempt to provide the specimen.

The employee must be monitored during this time, and the collector must specifically tell the employee that they are not to leave the collection site. If the employee leaves the collection site or refuses to make the attempt to provide a sufficient urine specimen, this is considered a refusal to submit to a test.

Failure to produce a sample of urine will result in an immediate referral for an evaluation from a licensed physician within 5 days who can determine in his or her reasonable judgment the safety-sensitive employee's inability to provide an adequate amount of urine. If no medical reason is found substantiating an inadequate sample, the incident will be treated as a "refusal to test" and will carry the same consequences as a positive test result.

It is MVT's policy that any employee who does not provide a valid specimen during a collection for a test will remain off duty until the employee is cleared from the MRO that the employee had a valid medical reason.

7. If the employee fails to provide an adequate amount of breath for the breath alcohol test, a second attempt will be made. Failure to produce a sample, the Breath Alcohol Technician (BAT) shall so note in the "Remarks" section of the breath alcohol testing form and immediately inform the DER. The DER will instruct the employee to obtain, as soon as possible but within 5 days after the attempted provision of breath, an evaluation from a licensed physician who is acceptable to the employer concerning the employee's medical ability to provide an adequate amount of breath.

8. Whenever there is reason to believe that a particular individual has altered or substituted the urine specimen, a second specimen shall be obtained as soon as possible under direct observation of a same gender collection site person. Reasons may include; temperature of the specimen out of normal range, bluing agent in the specimen.

Substituted Specimen- A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

Adulterated Specimen- A specimen that contains a substance that is not expected to be present in human urine, or contains a substance

5. The employee cannot "go off sick" or on vacation or leave of absence after notification.

6. Collection site personnel shall report "unreasonable delays" to the local DER as employees are required to immediately report to the collection site following notification. Failing to report to the collection site within a reasonable allotted time constitutes a refusal to test.

7. The DER shall confirm with the Regional, Divisional, or Operations Manager that the employee was notified.

8. The DER shall notify the proper management official if an employee fails to report for testing after notification.

9. An employee who fails to report for testing shall be removed from duty immediately. If employee is determined to have "refused to test" he/she will face the same consequences as testing "positive" for drugs/alcohol and will be given the name and number of a SAP and **terminated from employment.**

Collection Procedures for All Tests

All collection procedures shall be performed in accordance with Part 40. Upon notification of a test under this policy;

1. The employee must report to the collection site immediately after notification.
2. The employee shall provide photo identification to collection site personnel. Supervisors will verify the identification of employees without photo identification and may photograph the employee if necessary.
3. The employee must comply with all collection procedures including signing correctly all required federal urine and breath forms.
4. The employee must follow the directions of the collection staff to ensure that an unadulterated urine specimen is collected and/or the breath alcohol test is completed.
5. The employee will be in a private enclosure and unobserved unless a direct observed collection is determined to be needed by the local DER or the collector.
6. The employee must supply at least 45 ml of urine (approx. 1 ½ oz). If the employee gives an inadequate amount of urine or if the employee is unable to give a sufficient urine sample collection site staff shall provide the individual with no more than 40oz of fluid to drink during a period of up to 3 hours. The employee will then attempt to provide a complete sample using a fresh container. If the required amount is provided, the collection staff will continue with collection process. If the employee is still unable to provide an adequate specimen within three hours of the first unsuccessful attempt to provide the specimen, the collection staff must discontinue the collection, note the facts on the "remarks" line of the CCF, and

expected to be present but is at a concentration so high that it is not consistent with human urine.

9. If the breath alcohol screening is 0.02 or greater, the breath alcohol technician will wait at least 15 minutes and a maximum of 30 minutes before administering the confirmation test. Even if more than 30 minutes have passed the BAT will still conduct the confirmation test.
10. To ensure that the test results are attributed to the correct covered employee; both specimen bottles must be sealed and labeled in the presence of the donor. The labels must be printed with the same specimen identification number as the custody control form and are attached to the specimen bottles. The donor initials the labels on the vials verifying that the specimen is his or hers.

Reasonable Suspicion Testing Procedures

1. Supervisors and managers receive training in order to identify behaviors that might be indicators of drug use and/or alcohol misuse. Training includes the procedures for how to deal with employees suspected of drug use and/or alcohol misuse.
2. If a supervisor observes an appearance, behavior, speech pattern, or body odor of the covered employee that might be indicative of drug use and/or alcohol misuse, he/she directs the employee to stop work and escorts the employee to an area to be questioned and observed in private.
3. The supervisor completes the Reasonable Suspicion Incident Report. The supervisor must ensure that the employee does not continue to operate in a safety-sensitive function after identified for reasonable suspicion testing.
4. If there is a decision to test based on observable symptoms, the employee is ordered to submit to a drug and alcohol test and is escorted to the collection site.
5. The employee is on paid status until the test collection is completed. **Employee will remain off duty until a negative drug and alcohol test is received.** To the greatest extent possible, arrangements shall be made to have him/her transported home and employee should not be allowed to leave on his/her own recognition.
6. If there is a confirmed breath alcohol test of between .02% and .039%, the employee will be relieved from safety-sensitive duty immediately for a minimum of eight (8) hours. If there is a confirmed positive breath alcohol test (.04% or greater) and/or confirmed positive drug test, or refusal to test, the employee shall be provided the name and number of a SAP and **the employee will be terminated.**
7. If the employees drug test is confirmed negative by the MRO or the BAT test is below 0.02 the employee will be allowed to return to work and will be paid for any time missed.

Post-Accident Testing Procedures

The FTA regulations require testing for prohibited drugs and alcohol in the case of certain mass transit accidents. Post-accident testing is mandatory for accidents where there is a loss of life and for other non-fatal accidents.

1. The supervisor ensures that all injured people receive proper medical care. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.
2. The supervisor determines whether the accident meets FTA criteria using MVT's "Post Accident Decision Checklist Form".
3. If the accident meets the FTA/DOT criteria a DOT post accident drug and alcohol test will be conducted immediately. The employee will be taken to the collection site and tested as soon as practicable following the accident. The employee should remain readily available for alcohol testing up to 8 hours and for drug testing up to 32 hours after the accident, including notifying his/her supervisor of his/her location or he/she may be deemed to have refused to submit to testing if he/she does not make him/herself readily available for testing.
4. **Once the tests have been completed the employee will remain off duty until a negative drug and alcohol test is received.**
5. If the employee is not tested within two hours for alcohol, the supervisor must document the reason for the delay, and if test is not conducted in 8 hours, the DER shall cease all further attempts and update the records as to the reason(s) why the test was not completed. If the 32 hours have passed the DER shall cease all further attempts to complete the drug test.
6. If the employee refuses to be tested or if the drug test is confirmed positive, the employee is removed from duty, provided the name and number of a SAP, and will be terminated.

Prohibited Drugs and Alcohol Misuse

MVT is required to ensure that all covered employees receive at least 60 minutes of training and discussion on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use. The information below shall assist in providing statistics and examples of substance abuse in the work force and the signs and symptoms of such use.

A study conducted showed 75 percent of illicit drug users 18 and older are employed, which amounts to about 10 million U.S. workers. On a daily basis, based on 250 work days in a year, at least 42,000 Americans are coming to work stoned or are getting "high" while on the job.

Studies and statistics show that:

1. Every 23 minutes a death occurs as a result of a drug or alcohol related accident.
2. A typical abuser is:
 - a. Late to work 3 times more often
 - b. Requests twice as much time off
 - c. Is absent 2 1/2 times more than average
 - d. Uses 3 times as many sick benefits
 - e. Collects 5 times as much worker's comp
 - f. Has 300% higher medical costs/benefits

If these statistics haven't convinced you that the problem is serious, let's look at a few more.

A national survey once reported that:

1. 19% of all children over the age of 12 had used some type of illegal drug
2. 65% of 18 to 25 year olds had used some type of illegal drug
3. 30 to 40 million Americans stated they had used cocaine
4. By age 17, 70% of American teenagers had tried alcohol

As you can see, drug and alcohol abuse is a serious problem, having a major effect on all our lives. Even though you may not be abusing drugs or alcohol, you are affected by the results of drug and alcohol abuse in our society. You pay higher medical costs to help cover the costs for abusers who cannot afford the cost of treatment. You pay higher insurance costs to help fund the drug and alcohol abuse programs paid for by insurance companies. The material and services you buy cost more because of decreased worker productivity, as well as increased cost to employers.

Post Accident Testing Criteria

It should be noted that a post-accident test is given because the incident meets the criteria listed below. It is NOT a probable cause or reasonable suspicion test. An accident (§ 655.4) is defined as an occurrence associated with the operation of a vehicle in which:

1. An individual dies.
2. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident.
3. With respect to an occurrence in which the mass transit vehicle involved is a bus, van or automobile, one or more vehicles incurs disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, "disabling damage" means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs.

(Inclusions) Disabling damage includes damage to vehicles that could have been operated, but would have been further damaged if so operated.

(Exclusions) damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, tail-lights, turn signals, horn, or windshield wipers that makes them inoperative.

4. With respect to an occurrence in which the mass transit vehicle involved is a rail car, trolley car, trolley bus, or vessel, the mass transit vehicle is removed from operation.
5. The FTA has determined that "**LIFTS**" constitute equipment used in revenue service and their operation is essential to the operation of the vehicle and protection of public safety, their operation shall now be included in the accident definition.

To determine if a test should be administered under this section, always use MV Transportation's "Post Accident Decision Checklist". This form should be used for all accidents in determining whether a test will be done under DOT authority.

- ◆ More likely to take risks
- ◆ Impaired judgement
- ◆ Delayed reaction time

Facts about Cocaine

Cocaine also stimulates the central nervous system. It gives the user an intense feeling of well-being, or euphoria, known as a "high". The "high" will last for 10 to 60 minutes. A more potent form of the drug called "crack" cocaine is especially addicting and dangerous. Although it's "high" lasts only about 5 to 8 minutes, "crack" cocaine can be addicting after only one use, and cause death the first time it is used. Cocaine can be injected, snorted, or free-based. Snorting is sniffing the drug up the nose, and free-basing is done by heating the drug and inhaling the vapors.

Signs and Symptoms of Cocaine Use

- ◆ Mood swings
- ◆ Weight Loss
- ◆ Restlessness: Difficulty sitting or standing in one place
- ◆ Depression
- ◆ Nose bleeds
- ◆ Irritable, angry, nervous, angers easily
- ◆ Bad breath
- ◆ Euphoric feeling
- ◆ Running nose, uncontrollable sniffing

Effects on Person

- ◆ Slowed reaction time
- ◆ Distorted vision and depth perception
- ◆ Slow to make decisions
- ◆ Unable to correctly measure time and distance

Facts about Marijuana

Marijuana is a depressant and mind altering drug. Marijuana does not depress the central nervous system's reaction, it works on the brain. Mind altering means it causes hallucinations. It can be eaten or smoked. Street names for marijuana are "dope", "grass", "joint", "hash", or "hooch".

Tests have shown that people's reflexes and thought processes are slower under the influence of marijuana. The effects of this drug are

This section is designed to provide you with a brief overview of the seriousness of using controlled substances and alcohol. It also provides education on the signs, symptoms and effects of the illicit drugs that you will be tested for. Your employer has taken great measures to assure you of a safe working environment. Please review this booklet in its entirety to educate yourself on drug and alcohol in the workplace. When you have completed reading this material, you will better understand the need for a drug-free workplace.

The drugs that you will be subject to testing include:

- Amphetamine
- Cocaine
- Marijuana
- Opiates
- Phencyclidine (PCP)
- Alcohol (by evidential breath testing device only)

Facts about Amphetamines

Amphetamines (methamphetamine, MDMA-ecstasy) are central nervous system stimulants. They tend to make people "hyper" and "jumpy". They can be taken either orally or injected. They are often used by people to stay awake and to counteract the effects of drowsiness. They are especially dangerous to take while performing safety-sensitive tasks or driving.

Ecstasy, MDMA (3,4 methylenedioxymethamphetamine), is a synthetic, psychoactive drug that is chemically similar to the stimulant methamphetamine and the hallucinogen mescaline. MDMA causes an increase in serotonin which plays an important role in the regulation of mood, sleep, pain, appetite, and other behaviors.

Some heavy MDMA users experience long lasting confusion, depression, and selective impairment of working memory and attention processes. Ecstasy users make extremely dangerous drivers. They can exhibit the same impairments as amphetamine, heroin, cocaine, and hallucinogen users.

Signs and Symptoms of Amphetamine Use

- ◆ Hypersensitivity
- ◆ Exhaustion
- ◆ Dilated Pupils
- ◆ Grinding teeth
- ◆ Loss of appetite and immediate weight loss
- ◆ Dry mouth
- ◆ Excessive talking

Effects on Person

- ◆ Slurred speech
- ◆ Unsteadiness
- ◆ Hostility
- ◆ Memory loss
- ◆ Drowsiness
- ◆ Excess talking
- ◆ Euphoria
- ◆ Depression
- ◆ Short attention span
- ◆ Cold, moist or bluish skin
- ◆ Reduced feeling of pain

Effects on Person

- ◆ Lack of concentration – Day dreaming
- ◆ Distorted sense of time and distance
- ◆ Distorted vision

Facts about Phencyclidine (PCP)

Phencyclidine, commonly called “Angel Dust”, is known as a dissociative anesthetic. Users of PCP may experience hallucinations and signs of intoxication. They may not be able to focus their attention or will experience confusion and lack of coordination.

Although PCP has immediate short term effects, it is also known for its long term effect of causing psychotic behavior often associated with violent acts. Other street names for PCP include “hog”, and “crystal”. PCP may be smoked, snorted or injected.

Signs and Symptoms of PCP Use

- ◆ Delusions
- ◆ Confusion
- ◆ Panic
- ◆ Increased blood pressure
- ◆ Anxiety
- ◆ Flashbacks

Effects on Person

- ◆ More likely to take risks

longer lasting than first thought. In fact, impairment can last more than 24 hours after using marijuana. The body actually stores the drug for days, weeks, and in some cases, months, depending on the frequency of use.

Signs and Symptoms of Marijuana Use

- ◆ Dilated pupils
- ◆ Slowed reflexes
- ◆ Giddiness
- ◆ Slowed thinking
- ◆ Moodiness
- ◆ Trance-like state
- ◆ Impaired vision
- ◆ Reduced feeling of pain
- ◆ Odor of burning
- ◆ Short-term memory loss
- ◆ Loss of concentration
- ◆ Unable to sleep after prolonged use

Signs To Look For

- ◆ Cigarette rolling paper
- ◆ Dried plant material, either crumbled or pressed
- ◆ Roach clip (device to hold joint)
- ◆ Hash pipe (very small pipe)

Facts about Opiates

Opiates are classified as a narcotic analgesic. They tend to have a sedating, calming effect, and act as a depressant to the central nervous system. Opiates are more commonly known as morphine, codeine, and heroin. Street names for opiates are “junk”, “smack”, “horse”, and “brown sugar”. Opiates are prescribed by doctors to relieve pain, but they are used by the abuser to relax or “escape the real world”. They can either be taken orally, injected or smoked.

When the drug is injected, the user feels an immediate “rush”, usually followed by a very relaxed and soothing feeling. However, some opiates can cause very unpleasant side effects such as nervousness, nausea, and restlessness, and if taken in excess, may cause coma or death.

Signs and Symptoms of Opiate Use

- ◆ Mental confusion

Social Issues

- ◆ Two-thirds of all homicides are committed by people who drink prior to the crime.
- ◆ Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.
- ◆ Two-thirds of all Americans will be involved in an alcohol related vehicle accident during their lifetimes.
- ◆ The rate of separation and divorce in families with alcohol dependency problems is 7 times the average.
- ◆ Forty percent of family court cases are alcohol problem related.
- ◆ Alcoholics are 15 times more likely to commit suicide than the general population.

More than 60 % of burns, 40% of falls, 69% of boating accidents, and 76% of private aircraft accidents are alcohol related.

The Annual Toll

- ◆ 24,000 people will die on the highway due to the legally impaired driver.
- ◆ 12,000 more will die on the highway due to the alcohol affected driver.
- ◆ 15,800 will die in non-highway accidents.
- ◆ 30,000 will die due to alcohol-induced brain disease or suicide.
- ◆ 10,000 will die due to alcohol-caused liver disease.
- ◆ Up to another 125,000 will die due to alcohol-related conditions or accidents.

Workplace Issues

- ◆ It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage from the body.
- ◆ Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.
- ◆ A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.

- ◆ Impaired coordination
- ◆ Aggressive actions

Facts about Alcohol

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

Signs and Symptoms of Use

- ◆ Duller mental processes
- ◆ Lack of coordination
- ◆ Odor of alcohol on breath
- ◆ Possible constricted pupils
- ◆ Sleepy or stuporous condition
- ◆ Slowed reaction rate
- ◆ Slurred speech

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

Health Effects

The chronic consumption of alcohol (average of three servings per day of beer [12oz], whiskey[1oz], or wine[6oz glass] over time may result in the following health hazards:

- ◆ Decreased sexual functioning
- ◆ Dependency (up to 10% of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed "alcoholic")
- ◆ Fatal liver diseases
- ◆ Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma.
- ◆ Kidney disease
- ◆ Pancreatitis
- ◆ Spontaneous abortion and neonatal mortality
- ◆ Ulcers
- ◆ Birth defects (up to 54% of all birth defects are alcohol related).

RECEIPT AND ACKNOWLEDGEMENT

EMPLOYEE HANDBOOK

I have received a copy of the February 2011 MV Employee Handbook and understand its provisions. I also understand that my employment may be terminated at any time and for any reason by either me or the Company. I understand that this handbook does not constitute an employment contract.

ZERO TOLERANCE SUBSTANCE ABUSE POLICY (Effective 10/1/2010) AND EMPLOYEE EDUCATION AND TRAINING ACKNOWLEDGEMENT FORM

I understand that I may consult the SVP of Human Resources regarding any questions not answered in the handbook.

I have received this handbook and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

I hereby acknowledge that I have participated in and completed the required one-hour of DRUG AND ALCOHOL EMPLOYEE EDUCATION AND TRAINING in accordance with Part 655.14(b)(1) and as part of that training, this policy and handbook was reviewed.

I further acknowledge that I have been advised of the consequences for safety sensitive employees who violate the testing requirements and information concerning the effects and alcohol misuse and controlled substance abuse on health, work and personal life.

Employee Signature

Date

Print Name

6.1.2.10.5 Training Programs, Including Name (s) of Individuals/Agencies that will provide Defensive Driving and Passenger Sensitivity Training

Operator Training Program

In 2010, in partnership with the leading expert in transportation safety, Avatar Fleet, MV launched its state-of-the-art training program for all operators. This training curriculum uses adult education techniques, keeping trainees engaged and interested throughout the duration of training.



The program is supported across three principal domains, *affective, cognitive* and *behavioral*, through a blended approach to adult learning, based on Bandura’s Social Learning Theory. Under this approach, this training program focuses on positive attitude (affective), knowledge building (cognitive) and skill development (behavioral).

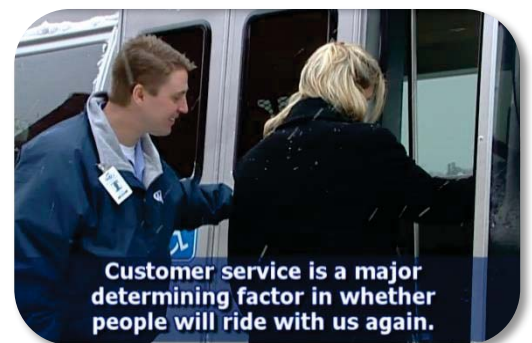
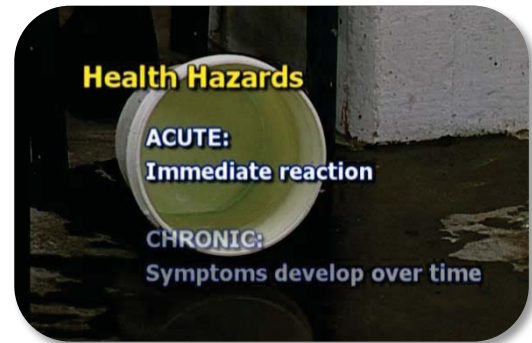
Classroom training includes a combination of facilitator-led discussion, DVD presentations, and short quizzes. Students actively participate in these interactive sessions, and develop their skills first in closed course skills-building activities and then under structured behind the wheel training. Training is based on comprehensive *driving standards* that detail every aspect of safe and defensive driving.

This program offers consistent and thorough training to all new operators. Its module-based format offers trainers the necessary flexibility to provide refresher and/or abridged transition training, or customize training to address specific areas of concerns, e.g., unique service area, specific vehicle or service type, and dispatch procedures.

Training Formats

The entire new operator training program comprises five training formats: classroom training, pre-driving skills, observation, behind the wheel, and cadet training.

Classroom:	20.25 hours
Pre-Driving Skills:	4.50 hours
Observation:	22.00 hours
Behind the Wheel:	21.00 hours
Cadetting:	16.00 hours
Total:	83.75 hours



Classroom video presentations build knowledge while keeping employees engaged and excited to learn.

Classroom Training

The instructor-led classroom training is based on an adult-learning interactive training model and uses video training modules which are reinforced by the written training/study guide.

The video training is presented through an interactive, panel-hosted discussion led by MV personnel.

Topics include safety, defensive driving principles and techniques, hazards communication, security awareness, employee policies and procedures, employee wellness, sexual harassment, bloodborne pathogens, map reading, and on-road procedures.



Interactive Employee Panel Training Discussion

Testing occurs at the end of each module and at the end of classroom training with a cumulative, closed-book exam. Employees must pass with a score of 80 percent or higher in order to proceed to behind the wheel training.

Pre-Driving Skills

Designed to familiarize the student with the larger size and spacing of commercial vehicles before driving the vehicle on the street, the pre-driving skills course training requires that all students learn the use of multiple mirrors and vehicle controls.

Observation

Observation training is provided and gives students an opportunity to study the proper way to handle a vehicle. Once a student has successfully completed all pre-driving skills and observation training, they begin driving the vehicle on the street with a training instructor.

Behind the Wheel (BTW) Training

Behind the wheel (BTW) training focuses on honing specific basic driving maneuvers and skills necessary to ensure the safe operation of the vehicle under actual road operation. During BTW training, the student puts into practice what they have learned in the classroom and refines his/her driving skills with a certified trainer. During this period, the student must demonstrate mastery of 26 specific defensive driving and performance skills before graduation.

Additionally, during BTW training, students will visit major trip generators, such as adult day health care centers, senior centers and dialysis centers. This familiarizes students with common stops and establishes relationships with staff and passengers within the service area.

Cadet Training

After completion of the behind the wheel training, each trainee is provided with in-service cadet training with a line trainer. Operators will operate the vehicle and all on-board technology in service, and interact with the passengers on a practical level. During the training, the operator becomes familiarized with the routes, major trip generators, transit centers, and park and rides, and the service area as a whole.

During this period, the trainee is closely monitored and receives his/her final road and training evaluation. Any areas of needed remedial training are identified and documented.

Post-Training Testing and Remedial Training

Before a student is released into service, he/she is closely monitored and receives a final road and training evaluation. Recognizing that not every operator is one hundred percent ready to enter revenue service after the base training

program, MV offers up to 40 hours of remedial training. During the cadetting period, any areas of needed retraining are identified and administered based on this need.

Training Highlights

Defensive Driving - LLLC

All accidents have a cause, which can always be traced back to one or more people – most commonly the operator of one of the vehicles involved in the collision. This underscores the importance of an effective defensive driving training curriculum.

MV built its training curriculum upon the Triple L-C, an elegant and easy-to-memorize defensive driving course that teaches professionals *The Four Driving Principles to Safety™*:

- Look Ahead™
- Look Around™
- Leave Room™
- Communicate™

By using these four principles, operators maintain the maximum amount of room around their vehicle, improve their visibility, gain the extra time and information needed to make critical decisions while driving, and effectively interact with others on the road to prevent collisions. Developed throughout the course, these concepts provide MV's operators with everything they need to know to avoid collisions. Ultimately, the course helps operators see, think, and act their way through any driving situation.

Sensitivity and Passenger Assistance

MV places great importance on operator sensitivity and safeguarding the dignity of its passengers. MV's state-of-the-art, customized ADA Sensitivity Training Program is tailored to each contract and emphasizes courtesy, understanding, and the operator's responsibility to serve all passengers, regardless of background or disability.

Practice and role-playing sessions are held with trainees to foster an experiential understanding of the challenges of navigating the system as a visually impaired passenger or as one who uses a mobility device. Video and classroom training is augmented by the involvement of representatives from the community, local advocacy groups, and care facilities.

Operator training includes the study of different types of disabilities and mobility aids so that operators properly learn how to handle each one professionally and with utmost care. Training emphasizes how passengers in mobility devices generally require a greater level of time, attention, and particular sensitivity by the operator. It explains how the proper securement of the mobility device is critical to providing a safe, enjoyable ride for the passengers. To ensure ongoing safety for passengers, training and monitoring in this area extends beyond the initial training period.

Customer Service

MV's proprietary four-hour customer service training program, "Customer Driven Service" was recently developed and deployed by MV's learning and development team, and is described in detail in the following section.

Understanding the diverse needs of its customer base, as well as its passengers, MV began work on creating a new, fully customizable customer service program to meet the specific needs of each of its services.

Created by Director of Learning and Development Leslie Gorman, Customer Driven Service is an interactive training program that bridges traditional customer service concepts and transit operations. The training redefines the hierarchy of the operation, placing the customer at the center, educates trainees on the value of a customer-centric organization, and provides trainees a roadmap to create a culture of customer service.

The training is delivered across three modules – each addressing the critical components of how customer service drives quality transportation.

Creating a Culture of Customer Service: This module defines the customer and includes interactive sessions to discuss how we, as customers, want to be treated. It explains the power of making generalizations, the power of words, and how we can control the first impressions that our customer have of us.

Taking Care of Our Customers: This module delves into the importance of meeting expectations, defining the seven expectations of our passenger base (reliability, safety and security, convenience and accessibility, clean and comfortable, understandable, affordably, friendly and empathetic). The session is rounded out with group exercises focusing on what we can each do to excel in customer service as we represent MV, and a discussion on how to create a positive experience for our customers.

Resolving Service Breakdowns: The final module addresses conflict resolution and dealing with angry customers. It educates trainees on the five steps to resolving conflict (listen - apologize - ask what you can do for the customer - propose a solution - repeat until you find a solution that works). The training includes interactive sessions on the importance of clarity and explanation when delivering service, and provides trainees methods of exceeding customer expectations.

Name (s) of Individuals/Agencies that will provide Defensive Driving and Passenger Sensitivity Training

Mr. Farrell Bonnar, operations/safety manager will provide defensive driving and passenger sensitivity training.

6.1.2.10.6 Risk Management Policy and Safety Plan

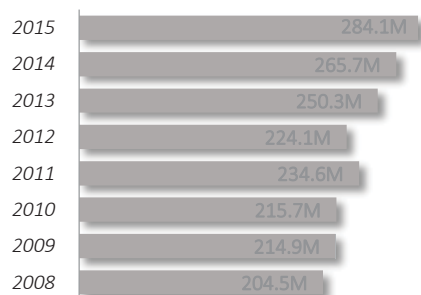
Emergency and Security Plans

MV has a number of plans and programs in place designed to mitigate risk and provide a safe, healthy workplace. Each of these plans is available upon request:

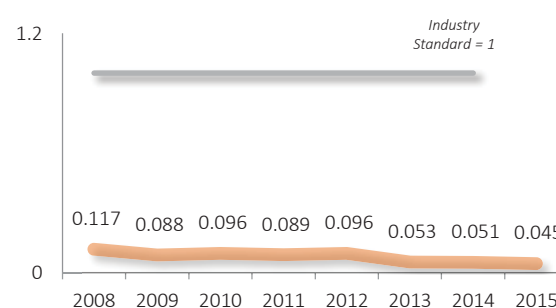
- **System Safety Program Plan (SSPP):** With the objective to provide a superior level of safety and minimize any and all risk, MV's SSPP is maintained in accordance with the standards of the American Public Transportation Association (APTA) and the Federal Transit Administration (FTA).
- **System Security and Emergency Preparedness Plan (SSEPP):** This set of comprehensive security goals, objectives, and strategies maximize the security of MV's passengers, employees, and property. This plan is a blueprint for all security procedures.
- **Continuity of Operations Plan (COOP):** This plan template provides MV's operations a base from where to develop its own plan to ensure continuous operations during an emergency. The COOP which sets forth a concept of operations, identifies essential functions, and outlines three potential phases of operation: 1) Activation and Relocation, 2) Alternate Facility Operations, and 3) Reconstitution.
- **Emergency Action Plan:** The EAP assists employees and management in making quality decisions during times of crisis, and to comply with the Occupational Safety and Health Administration's (OSHA) Standard for Emergency Action Plans, 29 CFR 1910.38.
- **Hurricane Preparedness Plan:** This plan incorporates an incident command structure and phased approach to preparation, release of personnel, and shutdown of project operations whenever the best available information indicates a hurricane could impact continued safe operation.
- **Bloodborne Pathogen Exposure Control Plan:** MV's Bloodborne Pathogen Exposure plan provides the guidance and training needed to protect employees against exposure to bloodborne pathogens. This plan complies with the Occupational Safety and Health Administration's (OSHA) Bloodborne Pathogen Standard, 29 CFR 1910.1030, to eliminate or minimize employee occupational exposure to blood, certain other body fluids, or other potentially infectious materials.
- Additional Health and Safety Plans include:
 - Fire Prevention Plan
 - Hearing Conservation Program
 - Hazardous Communication Plan
 - Illness Prevention Plan
 - Heat Illness Prevention Plan

In 2015, MV operated a total of 284,092,592 miles in areas of high density, extreme weather, and gridlock traffic. From the borough of Manhattan to downtown Los Angeles, to Anchorage, Alaska and Las Vegas, Nevada – MV provides passenger transportation service in some of the most challenging operating environments. MV has maintained stellar safety performance – with an accident frequency rating of just 0.045 preventable accidents that meet NTD reporting thresholds.

MV Miles Driven



MV Accident Frequency



Safety Program

Motivational Awards and Incentives

Employee recognition and positive reinforcement is an important part of a positive work culture and employee relations program. MV ties this critical component of its operation to safety and security by creating fun, safety-focused teambuilding activities throughout the calendar year. Competitions, contests, raffles, and parties bring MV's team together while promoting safety operating behaviors – creating an environment where safety remains the basis for the company's culture, celebration, and reward.

MV's team will work together to form either a safety committee or an employee steering committee. These groups will work together to develop motivational awards and company events that appeal to the local team. In addition, each MV location participates in MV's company-wide programs:

- **\$200 Safety Bonus:** Operators exhibiting safe driving behavior (no preventable incidents) and a strong attendance record receive a \$200 annual bonus on the anniversary of their hire date.
- **The Katherine McClary Operator Award:** This award recognizes MV's finest vehicle operators across the country. Qualifying operators must exhibit safe and professional driving behavior, a positive work attitude, excellent customer relationships skills and strong attendance record. Quarterly, annual, regional and national awards are presented and include cash prizes.
- **Safety Pins and Patches:** Operators are given safety pins and patches for each year completed without a preventable accident or injury.
- **Safety Blitzes and Other Safety Events:** MV's local management team will host safety blitzes and/or other employee events to promote safety messages.

Safety Messages

Daily, a corporate issued safety message is published and delivered to all MV locations. Each message is posted at the location and read over the radio by dispatch. Additionally, all meetings and conference calls must begin with a safety message.



Mandatory Safety Meetings

Safety meetings offer an opportunity to provide refresher training and address timely topics. All employees must attend this hour-long meeting each month.

Based on the size of the location, several meetings may be scheduled to accommodate operator and staff schedules.

All safety meeting agendas are issued by MV's safety department, and address topics in fleet safety (for example: defensive driving, wheelchair securement, adverse weather) and injury prevention (for example: drug and alcohol, back safety, bloodborne pathogens, and heat safety). Additionally, monthly safety tasks are assigned with the safety meeting schedule (see table below). These tasks include facility inspections, completion of annual OSHA logs, and emergency plan reviews.

All locations receive a safety meeting support packet to aid the meeting facilitator. Support packets include the meeting agenda, an outline for the meeting discussion, and supporting handouts and posters.

2016	Fleet Safety Topic	Injury Prevention Topic	Monthly Task
January	LLLC/Defensive Driving	Slips/Falls	Facility Inspection / Complete OSHA Log 2013
February	LLLC/Intersections & Pedestrians	Bloodborne Pathogen (driver edition)	Facility Inspection / Post 2013 OSHA 300A
March	LLLC/Right Turns & Pedestrians	HazCom	Facility Inspection
April	LLLC/Left Turns & Pedestrians	Emergency Vehicle	Facility Inspection

2016	Fleet Safety Topic	Injury Prevention Topic	Monthly Task
		Evacuation Action Plan	
May	LLLC/Following Distance	Heat Stress	Facility Inspection / Remove OSHA 300A
June	LLLC/Fixed Objects	Back Safety Using Wheelchair Securement	Facility Inspection / National Safety
July	LLLC/Securement	Ergonomics	Facility Inspection
August	LLLC/Customer Service	Fatigue Management/ Wellness	Facility Inspection
September	LLLC/Pedestrians & Cyclists	Injury and Illness Prevention	Facility Inspection/Review and Update Facility Emergency Action Plan (Safety Policy #21)
October	LLLC/Distracted Driving	Fire Safety/Fire Extinguisher Training	Facility Inspection
November	LLLC/Adverse Conditions/ Pedestrians	Emergency Action Plan/Fire Drill	Facility Inspection
December	LLLC/Defensive Driving & Recap	11 Month Review	Facility Inspection

Certifications and Employee Development

LLLC Certification

MV's defensive driving program, known as the Triple L-C teaches professionals *The Four Driving Principles to Safety™*: Look Ahead™, Look Around™, Leave Room™, and Communicate™. These principles reinforce operators' focus on maintaining ample room around their vehicle, while maximizing visibility and time needed to make safe operating decisions. This program has contributed to the company's declining accident frequency and improved safe behavior year over year.

Behind the Wheel Certification

MV knows that operation safety is contingent on a strong and proven training program. The company's steadfast commitment to transit training is demonstrated in its unique approach to behind the wheel (BTW) training – the company requires that all BTW trainers are certified by MV before being released into service. Applicants that meet the following qualifications are considered for the role of a BTW Trainer:

- Work History Review Form (Preventable accidents, Worker Compensation claims, attendance, discipline warnings, performance reviews)
- Supervisor Performance Evaluation (conscientiousness, safety oriented, tolerant of stress, excels in teamwork)
- Completion of a structured interview with the safety and training manager or operations manager

MV certifies BTW trainers using intense two-day training. Behind the wheel training includes:

- Group Meeting to discuss Instructor Roles and Responsibilities
- Self-Directed Courses and BTW Manual
- Certification Exam Part 1: 50-question multiple choice certification exam based on the principles and theories presented in the three self-directed courses. Candidates must achieve a minimum score of 80% to progress to the next step
- Certification Exam Part 2: a 65-question multiple choice exam to assess their general knowledge of MV Transportation performance standards and BTW learning points. Candidates must achieve a minimum score of 80% to progress to the next step
- BTW Ride Along Evaluation

On Board Monitoring Systems

DriveCam

MV uses DriveCam's DC3P Video Event Recorder to monitor each operator's driving behavior. This system gives insight into how operators adhere to company and law enforcement policy, and provides MV's management team the information needed to refine and enhance training.

The DriveCam Video Event Recorder (VER) is placed on the vehicle's windshield. The unit continuously monitors the operator's behavior and provides real-time in-cab feedback. Using exception-based video recording, the camera continuously records; however, data is only saved when activated by embedded sensors that measure force exerted on the vehicle (such as abrupt start/stops, sudden turns, accelerations/decelerations, speeding, and collisions). Additionally, the unit has a panic button that is pushed by the operator (in the event of an on-board incident, a passenger altercation, etc.).

When triggered, the system saves data clips for a period of 10 seconds before and 10 seconds after the event.

The event video and data (which includes views of the road ahead and of the operator) uploads to DriveCam's Risk Analysis Center where DriveCam's trained professionals analyze the events (review, score, and comment on each event) for MV's management to use in coaching operators and improving operator safety. Events are stored on a web-based portal for a 90-day period. Afterwards, all events are archived to in-house servers for historical data retention.

MV has invested significantly with Lytx, and has developed subject matter experts in its corporate staff (Ms. Diana Finkle and Mr. Andrew Scott) to support MV's local team. Although an employee of Lytx, Mr. Andrew Scott is assigned full-time to MV's operations and is based at MV's Dallas, Texas headquarters. Andrew's presence within MV's DriveCam program ensures the most up-to-date programs – including reporting and training – are offered to MV's customers. This also gives MV a direct line of communication with Lytx's executive team.

Mobileye® Collision Avoidance System

MV is pleased to offer the Mobileye collision avoidance system. Mobileye is a windshield-mounted camera that detects other vehicles, pedestrians, and lane divisions in real time.



Mobileye mitigates the primary risk factor that leads to vehicle collisions – operator inattention. An estimated 93 percent of all accidents are a result of human error, with nearly 80 percent of all accidents resulting from operator inattention in the three seconds preceding the accident. In an estimated 40 percent of rear end collisions, no brakes were applied. Further, 60 percent of road accident fatalities are due to unintentional lane departures.

When triggered, the system will emit an auditory warning¹ when the following events occur:

- The vehicle operator departs from the lane
- The distance between the vehicle and the vehicle in front of it becomes too small
- A forward collision is imminent
- A pedestrian is detected
- The operator exceeds the speed limit
- This warning signals the operator to apply the brakes to avoid collisions.

The system also offers intelligent high beam control, automatically switching high beams to low beams when oncoming traffic is approaching. This camera system supplements the safety monitoring capabilities of DriveCam; when Mobileye detects a near collision, the driver's reaction will trigger DriveCam to begin recording. This additional feedback will enable the DriveCam coach to more thoroughly coach operators in safe driving practices.



¹ Additional option for haptic warning (shaking seat) is available

Safety Policy and Procedures

Safety Policy Manual

MV's safety policies set forth operating guidelines that reduce workplace accidents, incidents, and injuries. MV's Safety Manual comprises more than 41 policies that address vehicle operations, regulatory compliance, maintenance operations, MSDS/ hazardous materials, operational safety practices, and facility emergency management.

Furthermore, MV issues documented Safety Guidelines that outline safety-related responsibilities for all safety, executive, and managerial/supervisory roles. These guidelines additionally outline expectations regarding facility safety and upkeep

Safety Point System

All operators are subject to the assessment of safety points. The company's safety point system provides clear guidance for all managers when assessing operators' driving behavior.

For new employees, receipt of four (4) points (or more), or more than two (2) separate safety point assessments, during the introductory period will result in termination. For those non-introductory employees, receipt of six (6) points (or more) in any rolling 18 month period, or receipt of three (3) separate safety point assessments within a rolling 12 month period, will result in termination.

Safety points are assessed when an operator is involved in a preventable incident. Drive Cam incidents will be assessed points based on level of severity; all others are assessed as follows:

1 Point	Unsafe maneuver(s) or act Failure to cycle wheelchair lift Failure to do a proper vehicle inspection (DVI)
2 Points	Improper following distance Conviction of a minor traffic violation Backing incident Minor preventable incident
3 Points	Any use of a cell phone or non company-issued electronic device while operating a vehicle
4 Points	Major preventable incident that does not involve serious injury, death and/or property damage in excess of \$25,000
6 Points	Major preventable incident with serious injury, death and/or property damage in excess of \$25,000 Any preventable roll-away incident Failure to properly secure/transport a mobility device Failure to immediately report a citation or incident in a Company vehicle Tampering with, disabling, or otherwise interfering with Drive Cam or other monitoring equipment Conviction of a major traffic violation *

6.1.2.10.7 Comment/Complaint Procedures

Expedient response to all complaints, comments, and commendations is critical to customer service excellence. All employees are taught to exhibit professionalism and care when receiving a complaint. The company's general guidelines to handling a customer complaint are as follows:

- Actively listen and document all necessary information.
- Respond politely and patiently, taking care to appropriately document and confirm the details of the comment.
- If the comment is a complaint, inform the customer that it will be investigated, and that a supervisor may contact them directly as part of this investigation.
- Thank the caller for his or her time.

MV will immediately take appropriate actions and begin investigation of all complaints to determine validity. All complaints will be responded to within 24 hours. Complaints that are serious in nature must immediately be brought to the attention of the senior regional vice president and the City. Depending on the nature of the complaint either the general manager and/or regional vice president will personally handle these types of complaint investigations.

Complaint investigation includes one or more of the following actions:

- Telephone conversation with the complainant to understand the details of the complaint
- Conversation with all operators, dispatchers, road supervisors, and any other staff involved in the situation
- Review of any DriveCam clips related to the event
- Review of any call recordings relating to the event
- Review of all dispatch logs, trip sheets/manifests

All steps taken during the investigation are documented and filed. If the results of the investigation yields a validated complaint, a copy of the complaint documentation is filed in the affected employee(s') employment file, and a letter acknowledging the complaint and remedial steps taken is issued to the complainant.

Employees who receive repeated valid complaints will be disciplined appropriately up to and including termination of employment. A formal complaint report will be provided to the City and the complaint will be logged and submitted with all monthly reports, as required.

6.1.2.10.8 Vehicle Inspection Procedures and Checklist Form

The operator will proceed to the yard and locate his or her vehicle. When the operator arrives at the vehicle he or she will initiate the daily vehicle inspection (DVI, or “pre-trip”) using MV’s standard pre-trip inspection forms. All areas of the vehicle that are inspected and all results must be documented.

During peak pullout periods, at least one (1) manager is available to oversee the DVI process. This person will periodically monitor operators as they perform these inspections, respond to any questions operators may have, and ensure a timely and coordinated pullout.

If the operator detects an issue with the vehicle that presents a safety hazard and will prevent the vehicle from leaving the yard and entering service, the operator will notify dispatch, who will contact the on-duty mechanic. The mechanic will determine if the issue can be quickly rectified (for example, a bulb replacement), or the vehicle should be pulled from service (for example, the brakes are not operating properly).

If the vehicle must be pulled from service the dispatcher coordinating with the City’s maintenance team will assign a backup vehicle (which is already pre-tripped) to the operator.

If the operator does not detect a safety related defect that would prevent the vehicle from entering service, the operator will notify dispatch as he or she departs the yard and proceeds to the first stop.

Checklist Form

A checklist form is immediately following this page.



DAILY VEHICLE INSPECTION Report

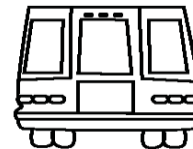
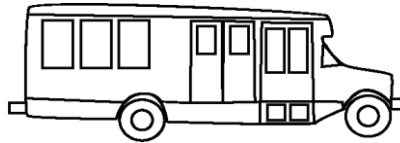
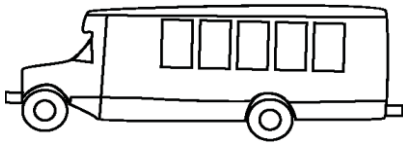
Vehicle No.	Date	Drivers Name	Start Miles	Start Time	End Miles	End Time
		1				
		2				
		3				

✓ = Satisfactory

✗ = Unsatisfactory

1	2	3	Inspection Item	1	2	3	Inspection item
			Tires and Wheels				Seats and cushions are secure
			TIRE CONDITION, TREAD DEPTH AND AIR PRESSURE				Seat belts are complete, operational and secure
			Wheels and rims for cracks, rips, welds or protruding objects.				2 way radio is complete and operational –RADIO CHECK
			LUG NUTS TIGHT, NO EXCESSIVE RUST OR DAMAGE				WINDSHIELD WIPERS OPERATIONAL
			Engine Compartment				Windshield washer operational
			ENGINE OIL				HORN OPERATIONAL
			AUTOMATIC TRANSMISSION FLUID				PASSENGER DOOR COMPLETE AND OPERATIONAL
			COOLING SYSTEM LEVEL				Valid Registration present and visible
			Windshield washer solution				Valid proof of insurance
			BRAKE FLUID LEVEL				OTHER:
			Power steering fluid level				Brakes
			Battery terminals clean, no corrosion				BRAKE PEDAL FEELS GOOD AND STOPPING PROPERLY
			Under vehicle leaks				PARKING BRAKE COMPLETE AND OPERATING PROPERLY
			Vehicle Glass				Steering and Suspension System
			Windshield has no chips or cracks				STEERING WHEEL SECURE, NO EXCESSIVE PLAY
			MIRRORS ARE COMPLETE AND IN GOOD CONDITION				Gearshift mechanism tight and working properly
			Windows complete				Safety Items
			Emergency windows complete and operable				First aid kit, fully stocked and present
			Vehicle Lighting				Triangle reflectors present and complete
			HEADLIGHTS OPERATIONAL – HIGH AND LOW BEAM				FIRE EXTINGUISHER PRESENT, FULLY CHARGED
			All Clearance lights operational & reflectors present				Vehicle accident packet present and accessible
			BRAKE LIGHTS COMPLETE AND OPERATIONAL				Body fluid kit present and accessible
			TURN SIGNALS COMPLETE AND OPERATIONAL				Wheelchair Lift
			Backup lights complete and operational				Lift free from leakage
			Backup alarm complete and audible				Lift operating properly electronically
			EMERGENCY 4 WAY FLASHERS OPERATIONAL				Lift operating properly manually
			Vehicle Interior Environment				LIFT INTERLOCK OPERATING PROPERLY
			Front & rear air conditioner complete and operational				# of Lap Belts: _____ # of Tie Downs: _____
			Front & Rear heater complete and operational				
			DEFROSTER COMPLETE AND OPERATIONAL				
			Interior				
			Clean				
Next PMS due is:				Quarts of oil added:		Gallons of fuel added:	

Please explain in detail below any problems you are having with the vehicle and when the problem occurs.



! Any items in bold marked unsatisfactory must be brought to the attention of the Supervisor immediately. The bold typeface indicates items that place a vehicle out of service.

I declare that I have properly performed a vehicle inspection on the vehicle indicated above and have inspected and marked the inspection items, listed above, accordingly.

Driver's signature Pre Trip inspection ✨: _____

There have been no incidents or accidents with this vehicle since the above signed inspection.

Driver's signature mid trip inspection ✨: _____

Driver's post trip inspection ✨: _____

- Reviewed
- Noted for repair
- Could not duplicate problem
- Repaired

Technicians Signature: _____

Shop Managers Signature: _____

Driver number 2, mid trip, only has to perform a walk around inspection. Only inspect items where a mark can be placed

6.1.2.10.9 Vehicle Cleaning Procedures and Checklist Form

All vehicles must be kept clean and free of refuse and debris at all times. The following lists are rules regarding daily bus cleanliness:

No food or drinks allowed on the vehicle unless approved by clients. This includes drivers.

Drivers will inspect their vehicles daily to assure that there is no graffiti on the vehicles interior components. The drivers will note this on their DVI report and will attempt to clean and remove all graffiti that had been placed on the vehicle for that day.

- Vehicles are swept daily at the end of each shift
- Any graffiti and/or vandalism will be repaired upon discovery

Exterior Cleaning

Vehicle will be washed as needed, at least once per week, to assure a clean professional looking vehicle.

- All exterior body panels will be cleaned with detergent and a vehicle washing brush or run through a wash rack. This will be done to remove all road dirt, soot, and tar and oil residue on the vehicle.
- All tires and wheels will be cleaned using the appropriate brushes. This will be done to remove road dirt, and brake dust and marks from white lettering of tires (if applicable).
- All mud flaps will be cleaned.
- Wheel wells cleaned.
- Windows and mirrors will be cleaned and water spots removed.
- All lighting lenses will be cleaned, thoroughly rinsed and dried.

Interior Cleaning

The interior of the vehicle must be clean and professional looking inside. The interior will be cleaned as needed, at least once per week

- The vehicle will be vacuumed in areas that a vacuum can be used.
- Floors will be swept and mopped. Light colored areas, such as the white standee lines and white edges of the steps should be cleaned with a stiff bristled brush to remove grime from the grooves of the rubber.
- Modesty panels cleaned with a mild detergent to remove dust, foot prints and dirt accumulation.
- Clean vinyl passenger seats with mild soap and water.
- Clean the stanchions grab rails and hand rails with soap and water. Remove all accumulated dirt, dust, grime, and oils.
- With a wet rag, wipe down the ceiling and walls, drying immediately with a dry towel. This is to remove the accumulation of dust that adheres to the ceiling and walls.
- Clean the instrument panel.
- Clean steering wheel with the use of detergent and water. This will remove the accumulation of oils and dirt.
- Instrument panel glass will be cleaned with the use of an appropriate glass cleaner.
- Graffiti, any oily prints and dust accumulation will be removed from the windows by cleaning the window with an appropriate glass cleaner.

Cleaning Checklist Form

A checklist form is provided after this page.

6.1.2.10.10 Service Transition Plan (if applicable), including a timeline for transitioning from the existing operator, if necessary. Describe how the transition will take place in a seamless manner with the least amount of disruption to the service as possible.

MV is the current operator of these services; therefore, no transition of service will be necessary should MV be selected for the next contract term. Retaining MV as the City's contractor eliminates the need for a costly startup or the learning curve required by a new contractor, and assures the continuity of these important services.

CITY OF CARSON CITY, NEVADA- BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned MV Transportation, Inc., as "Principal," and Fidelity and Deposit Company of Maryland, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of Five Percent of the dollars amount Bid (\$ 5% of Bid) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

WHEREAS, NRS 332.105 authorizes local governments to require bid bonds to insure execution and proper performance of the Contract and the Bonding Company has an "A" or better rating with Moody's or A.M. Best and T-Listed with the U.S. Treasury Department;

AND, WHEREAS, the Principal has submitted a proposal for RFP # 1516-129, for the Project Title: Public Transportation Operating Service and Optional Fleet Maintenance Service

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents ("Contract") to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee's actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.

Signed, Sealed and dated: May 10, 2016

MV Transportation, Inc.
Principal
By: Amy Barry, Sr. Vice President
Fidelity and Deposit Company of Maryland
Surety
By: David Weise
David Weise, Attorney in Fact

ACKNOWLEDGMENT AND EXECUTION:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On 5/10/16 before me, Tina S. Salas, Notary Public
(insert name and title of the officer)

personally appeared David Weise
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tina S. Salas (Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David WEISE, Thomas R. HUCIK, Rosalie A. MISZKIEL, Nicki MOON, Tina SALAS and Lynn Ellen PATTON, all of Rancho Cordova, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of October, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 6th day of October, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10th day of MAY, 20 16.



Gerald F. Haley

Gerald F. Haley, Vice President

STATE OF California)
) SS
COUNTY OF Solano)

I Amy Barry (Name of party signing this Proposal), do depose and say: That I am the Proposer or authorized agent of the Proposer; and that I have read and agree to abide by this Request For Proposal which includes the following documents: Notice to Proposers, Attachments, and Proposal Response.

PROPOSER:

PRINTED NAME OF PROPOSER: Amy Barry

TITLE: Senior Vice President


FIRM: MV Transportation, Inc.

Address: 5910 N. Central Expressway, Suite 1145

City, State, Zip: Dallas, TX 75206

Telephone: (972) 391-4600

E-mail Address: cristina.russell@mvtransit.com


(Signature of Proposer)

DATED: 5-25-2016

Signed and sworn (or affirmed) before me on this 25th day of May, 2016, by Amy Barry.

please see attached ES
(Signature of Notary)

(Notary Stamp)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Solano

Subscribed and sworn to (or affirmed) before me on this 25th
day of May, 2016, by Amy Barry

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

Elyse Sottero

Attachment F
Required Federal Clauses

By submitting a proposal, the Proposer agrees to comply with the following Federal certifications and clauses for third-party contracts.

NOTE: The Lobbying certification must be signed by an Authorized Official of the Proposer and returned with the proposal.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

(2) 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.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) 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.

ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA City or a subgrantee of the FTA City in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA City or a subgrantee of the FTA City in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA City or a subgrantee of the FTA City in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. 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.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, 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. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by referenced in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the

term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

TERMINATION

a. Termination for Convenience (General Provision) City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

c. Opportunity to Cure (General Provision) City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate number of days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period specified after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of

the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, City may terminate this contract for default. City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of City goods, the Contractor shall, upon direction of City, protect and preserve the goods until surrendered to City or its agent. The Contractor and City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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

of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/Proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from City. In addition, the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (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 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 City requests which would cause City to be in violation of the FTA terms and conditions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that neither the contractor, its principals, as defined at 49 CFR 29.995, nor affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BREACHES AND DISPUTE RESOLUTION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City (Transportation Manager). This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Transportation Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transportation Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which City is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR 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 City.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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 an 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). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying

Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, MV Transportation, Inc., 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. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Amy Barry, Sr. Vice President Name and Title of Contractor's Authorized Official

May 25, 2016 Date

CLEAN AIR

(1) 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 Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

(1) 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 Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are

identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA City's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter.

(2) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

CHARTER BUS REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

SCHOOL BUS REQUIREMENTS

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

DRUG AND ALCOHOL TESTING

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of City, or City, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before January 1 and to submit the Management Information System (MIS) reports before March 1 to the Nevada Department of Transportation. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CITY AND COUNTY OF CARSON CITY STATEMENT OF NON-COLLUSION

The undersigned affirms that they are dully authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Date May 25, 2016

Company MV Transportation, Inc.

Address 5910 N. Central Expwy, #1145, Dallas, TX 75206

Phone (972) 391-4600

Fax Number (707) 446-4177

Proposer
(Signature) 

Proposer
(Print Name) Amy Barry

Position
with Company Assistant Secretary/Senior Vice President

Note: This form must be filled in and submitted with the sealed proposal.

CITY AND COUNTY OF CARSON CITY DISCLOSURE OF INTERESTS

The City and County of Carson City requires all persons or firms seeking to do Business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA." Corporations whose shares are publicly traded and listed on national or regional stock exchanges or over-the-counter markets may file a current Securities and Exchange Commission Form 10-K with the City in lieu of answering the questions below.

FIRM NAME: MV Transportation, Inc.

ADDRESS: 5910 N. Central Expwy, #1145, Dallas, TX 75206

FIRM is: 1. Corporation () 2. Partnership () 3. Sole Owner ()
 4. Association () 5. Other () _____

DISCLOSURE QUESTIONS

The following definitions of terms should be used in answering the questions set forth below:

- a. **"Board member."** A member of any Board, Committee, or Commission appointed by the City.
- b. **"Employee."** Any person employed by the City either on a full or part-time basis, but not as an independent contractor.
- c. **"Firm."** Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- d. **"Official."** The Mayor, members of the City Boards, Committees or Commissions, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City.
- e. **"Ownership interest."** Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture of partnership agreements."

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City having an "ownership interest constituting 10% or more of the voting stock or shares of the business entity or ownership of \$2,500 or more of the fair market value of the business entity or employed by the above named "firm."

Name	Title	Department
None		

2. State the name of each "official" of the City having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm."

Name	Title	Department
None		

3. State the names of each "board member" of the City Boards, Committees or Commissions having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm."

Name	Board, Commission, or Committee
None	

Office Use Only: Contract #:

^^Disadvantaged Business Enterprise (DBE) Race Neutral Goal 0.34%^^

To be filled out by contractor:

Title of Project: _____ Advertised Bid #: _____

Base Bid/Proposal Amount: \$ _____

Contractor's Signature

Date

DBE Firm Name: _____ N/A
Confirmation of DBE Participation: _____
(signature can be obtained after bid award is determined)
% of Base Bid _____ % Approximate Amount of DBE's Portion: \$ _____
Firm Address: _____
DBE Certification # & Expiration: _____
Contact Person: _____ Phone #: _____
Scope of work:

Office Use Only

Site Monitor: _____

Site Monitor Initials: _____

Site Visit Date (s): _____

DBE Certification Verified: Yes or No

1. Does it appear the DBE firm is performing described scope the work?

Yes _____ No _____

2. Does it appear the DBE contractor is managing their scope of the project & using their employees?

Yes _____ No _____

3. Does it appear the DBE contractor is providing the equipment for their scope of work?

Yes _____ No _____

Duplicate form for additional DBE Firms

INSTRUCTIONS TO PROPOSERS

REQUEST FOR PROPOSAL # 1516-129

REQUEST FOR PROPOSAL TITLE: "Public Transportation Operating Services and Optional Fleet Maintenance Service"

NOTICE: No substitution or revision to this Proposal form will be accepted. Carson City will reject any Proposal that is received that has changes or alterations to this document.

COMPLETION of this project is expected **PURSUANT TO THE PROPOSAL DOCUMENTS:**

- ATTACHMENT A: Scope of Work/Technical Specifications**
- ATTACHMENT B: JAC Fixed Route System**
- ATTACHMENT C: JAC Assist Service Area**
- ATTACHMENT D: Proposal Form**
- ATTACHMENT E: Evaluation Criteria**
- ATTACHMENT F: Required Federal Clauses**
- ATTACHMENT G: Protest Procedures for FTA-Assisted Procurements**
- ATTACHMENT H: Carson City Public Works Maintenance Plan**
- ATTACHMENT I: Union Contract**

PROPOSER acknowledges receipt of 3 Addendums. AKB Proposer's initial

CORRESPONDENCE AND/OR COMMUNICATIONS:

The provisions of this proposal shall be approved by the governing body of the City, and the normal lines of communications shall be between the following persons and the authorized representative of the Contractor:

- A. Contract Administrator**
Laura Tadman, CPPB - Purchasing and Contracts Administrator
Carson City Purchasing and Contracts
201 North Carson Street, Suite 3
Carson City, Nevada 89701
775-283-7137
FAX 775-887-2107
LTadman@carson.org
- B. Owner's Representative**
Graham Dollarhide, Project Manager
Carson City Public Works Department
3505 Butti Way
Carson City, Nevada 89701
775-283-7583
FAX No. 775-887-2112
[email: gdollarhide@carson.org](mailto:gdollarhide@carson.org)

NOTE: The City reserves the right to appoint a substitute designee for these positions at the City's discretion.

**Attachment D
Proposal Form**

Instructions: Complete a cost proposal, below, for each of the distinct services identified in the Scope of Service, for each year of the contract period. Three additional one-year options will be exercised at City's discretion, the price of which will be negotiated prior to contract renewal. Cost proposal shall be stated in dollars per revenue service hour.

Place this cost proposal page in a separate, sealed envelope. Proposals will be reviewed to determine if all requirements have been met. If not all requirements have been met, the separate cost proposals will not be opened.

Note: All proposals, including the unit rate of cost, become public information when the award is made. However, City will keep the supporting financial information of each proposal confidential.

Addendum Received:

<u>X #1</u>	<u>X #2</u>	X #3	<u> #4</u>
Service	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
JAC	<u>\$ 30.288</u>	<u>\$ 30.213</u>	<u>\$ 30.428</u>
JAC Assist	<u>\$ 30.288</u>	<u>\$ 30.213</u>	<u>\$ 30.428</u>

Projected Maximum Billable Hours:
 JAC Fixed Route Service – 16,275 revenue service hours
 JAC Assist – 9,870 revenue service hours
 Miscellaneous (to be charged at the rate of the service to which the hours relate) – 500 revenue service hours

Proposer MV Transportation, Inc.

Signature of Authorized Official  _____

Name and Title of Authorized Official Amy Barry, Senior Vice President

Date 5/25/2016

**Line Item Operating and Maintenance Budget
Fixed Route and Complementary ADA Paratransit**

	FY 2016/2017	FY 2017/2018	FY 2018/2019
FIXED OVERHEAD EXPENSES			
Management Wages	\$ 96,344	\$ 97,788	\$ 99,255
Management Benefits	\$ 16,426	\$ 17,087	\$ 17,788
Administrative Wages	\$ -	\$ -	\$ -
Administrative Benefits	\$ -	\$ -	\$ -
Office Expense & Supplies	\$ 2,412	\$ 2,484	\$ 2,556
General Liability Insurance	\$ 52,537	\$ 53,829	\$ 54,820
Workers Compensation Insurance	\$ 27,690	\$ 28,352	\$ 29,006
Fidelity Bond/Crime Insurance	\$ -	\$ -	\$ -
Insurance Deductible Expense	\$ -	\$ -	\$ -
Performance Bond	\$ -	\$ -	\$ -
Communications	\$ 1,320	\$ 1,356	\$ 1,392
ADA Certification	\$ -	\$ -	\$ -
Start-Up	\$ 622	\$ -	\$ -
Other Expenses (See Detail (3))	\$ 61,038	\$ 54,062	\$ 54,864
Other Expenses (Specify)			
Profit	\$ 22,033	\$ 22,301	\$ 22,789
TOTAL FIXED EXPENSE	\$ 280,421	\$ 277,259	\$ 282,470
HOURLY EXPENSES			
Driver/Fueler Wages	\$ 336,608	\$ 343,809	\$ 352,171
Driver/Fueler Benefits	\$ 49,542	\$ 52,018	\$ 53,239
Sched/Disp Wages	\$ 51,230	\$ 52,252	\$ 53,284
Sched/Disp Benefits	\$ 5,127	\$ 5,206	\$ 5,286
Mechanic/Helper Wages	\$ -	\$ -	\$ -
Mechanic/Helper Benefits	\$ -	\$ -	\$ -
Uniforms	\$ 1,498	\$ 1,542	\$ 1,586
Hiring/Training/Safety	\$ 10,021	\$ 11,284	\$ 11,611
Other Expenses (Specify)	\$ -	\$ -	\$ -
TOTAL HOURLY EXPENSE	\$ 454,026	\$ 466,111	\$ 477,177
Hiring/Training Expenses			
Maintenance Supplies	\$ -	\$ -	\$ -
Maintenance Parts	\$ -	\$ -	\$ -
Other Expenses (Specify)	\$ -	\$ -	\$ -
TOTAL MILEAGE EXPENSE	\$ -	\$ -	\$ -
TOTAL OPERATING EXPENSE	\$ 454,026	\$ 466,111	\$ 477,177
Expense/Revenue Vehicle Hour			
GRAND TOTAL	\$ 734,447	\$ 743,369	\$ 759,647

**Itemized Budget Detail
Fixed Route and ADA Paratransit**

	FY 2016/2017	FY 2017/2018	FY 2018/2019
MANAGEMENT WAGES			
General Manager	\$ 57,864	\$ 58,731	\$ 59,612
Operations Manager	\$ 38,480	\$ 39,057	\$ 39,643
TOTAL	\$ 96,344	\$ 97,788	\$ 99,255
MANAGEMENT BENEFITS			
Vacation-Included in Wages	\$ -	\$ -	\$ -
Holiday-Included in Wages	\$ -	\$ -	\$ -
PTO-Included in Wages	\$ -	\$ -	\$ -
Medical/Dental Insurance	\$ 7,848	\$ 8,397	\$ 8,985
Life Insurance	\$ 19	\$ 20	\$ 21
401 (k)	\$ -	\$ -	\$ -
Payroll Taxes	\$ 8,559	\$ 8,669	\$ 8,781
Workers' Compensation	\$ 1,927	\$ 1,956	\$ 1,985
TOTAL	\$ 18,353	\$ 19,043	\$ 19,773
ADMINISTRATIVE WAGES			
Road Supervisor	\$ -	\$ -	\$ -
Accounting Manager	\$ -	\$ -	\$ -
Vault Clerk	\$ -	\$ -	\$ -
BTW Trainer	\$ -	\$ -	\$ -
Farebox Clerk	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -
ADMINISTRATIVE BENEFITS			
Vacation	\$ -	\$ -	\$ -
Holiday	\$ -	\$ -	\$ -
PTO	\$ -	\$ -	\$ -
Medical/Dental Insurance	\$ -	\$ -	\$ -
Life Insurance	\$ -	\$ -	\$ -
401 (k)	\$ -	\$ -	\$ -
Payroll Taxes	\$ -	\$ -	\$ -
Workers' Compensation	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -
OFFICE EXPENSES & SUPPLIES			
Copier Toner & Paper	\$ -	\$ -	\$ -
Postage	\$ 60	\$ 60	\$ 60
Office Furniture	\$ -	\$ -	\$ -
Misc. Office Supplies	\$ 2,352	\$ 2,424	\$ 2,496
TOTAL	\$ 2,412	\$ 2,484	\$ 2,556
INSURANCE			
General Liability	\$ 551	\$ 558	\$ 570
Automobile Liability	\$ 51,986	\$ 53,272	\$ 54,251
Fidelity Bond/Crime Insurance	\$ -	\$ -	\$ -
Property Insurance	\$ -	\$ -	\$ -
Crime Insurance	\$ -	\$ -	\$ -
TOTAL	\$ 52,537	\$ 53,829	\$ 54,820

	FY 2016/2017	FY 2017/2018	FY 2018/2019
OTHER INSURANCE EXPENSES			
Deductibles	\$ -	\$ -	\$ -
Claim Payments	\$ -	\$ -	\$ -
Accident Investigations	\$ -	\$ -	\$ -
Misc. Expenses	\$ -	\$ -	\$ -
Performance Bonds	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -
DRIVER WAGES			
Revenue Service	\$ 326,450	\$ 333,617	\$ 341,946
New Hire Training	\$ 7,525	\$ 7,539	\$ 7,553
Retraining & Safety Meetings	\$ 2,633	\$ 2,652	\$ 2,672
TOTAL	\$ 336,608	\$ 343,809	\$ 352,171
DRIVER BENEFITS			
Vacation	\$ 2,153	\$ 3,257	\$ 3,232
Holiday	\$ 2,720	\$ 2,895	\$ 2,916
PTO	\$ -	\$ -	\$ -
Medical/Dental Insurance	\$ 7,864	\$ 8,414	\$ 9,003
Life Insurance	\$ 77	\$ 81	\$ 85
401 (k)	\$ -	\$ -	\$ -
Payroll Taxes	\$ 36,728	\$ 37,371	\$ 38,003
Workers'Compensation	\$ 24,738	\$ 25,351	\$ 25,955
TOTAL	\$ 74,280	\$ 77,369	\$ 79,194
SCHED/DISP WAGES			
Lead Dispatcher	\$ 25,355	\$ 25,736	\$ 26,122
Dispatchers	\$ 25,875	\$ 26,516	\$ 27,162
TOTAL	\$ 51,230	\$ 52,252	\$ 53,284
SCHED/DISP WAGES			
Vacation-Included in Wages	\$ -	\$ -	\$ -
Holiday-Included in Wages	\$ -	\$ -	\$ -
PTO-Included in Wages	\$ -	\$ -	\$ -
Medical/Dental Insurance	\$ -	\$ -	\$ -
Life Insurance	\$ 19	\$ 20	\$ 21
401 (k)	\$ -	\$ -	\$ -
Payroll Taxes	\$ 5,108	\$ 5,186	\$ 5,265
Workers'Compensation	\$ 1,025	\$ 1,045	\$ 1,066
TOTAL	\$ 6,151	\$ 6,251	\$ 6,352
COMMUNICATIONS			
Cell Phone	\$ 1,320	\$ 1,356	\$ 1,392
Misc.	\$ -	\$ -	\$ -
TOTAL	\$ 1,320	\$ 1,356	\$ 1,392
PROFIT	\$ 22,033	\$ 22,301	\$ 22,789
UNIFORMS	\$ 1,498	\$ 1,542	\$ 1,586

	FY 2016/2017	FY 2017/2018	FY 2018/2019
HIRING/TRAINING SAFETY			
Recruiting	\$ 381	\$ 393	\$ 405
Background Checks	\$ 888	\$ 1,800	\$ 1,848
Pull Notice Program	\$ 216	\$ 216	\$ 216
Safety & Training Program	\$ 3,827	\$ 4,403	\$ 4,549
Drug & Alcohol Program	\$ 2,142	\$ 2,205	\$ 2,268
Physicals	\$ 2,567	\$ 2,267	\$ 2,325
TOTAL	\$ 10,021	\$ 11,284	\$ 11,611
START-UP EXPENSES			
	\$ 622	\$ -	\$ -
OTHER			
Business License	\$ 8,860	\$ 9,125	\$ 9,399
Vehicle Cleaning Supplies	\$ -	\$ -	\$ -
Equipment Depreciation	\$ 6,924	\$ 6,924	\$ 6,926
Misc. (Interest, Transit Miner, Overhead)	\$ 45,254	\$ 38,013	\$ 38,540
TOTAL	\$ 61,038	\$ 54,062	\$ 54,864
MECHANIC WAGES (IF APPLICABLE)			
Lead Mechanic	\$ -	\$ -	\$ -
Mechanics	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -
MECHANIC BENEFITS (IF APPLICABLE)			
Vacation - Included in Wages	\$ -	\$ -	\$ -
Holiday - Included in Wages	\$ -	\$ -	\$ -
PTO - Included in Wages	\$ -	\$ -	\$ -
Medical/Dental Insurance	\$ -	\$ -	\$ -
Life Insurance	\$ -	\$ -	\$ -
401 (k)	\$ -	\$ -	\$ -
Payroll Taxes	\$ -	\$ -	\$ -
Workers' Compensation	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -
VEHICLE MAINTENANCE & SHOP SUPPLY EXPENSES (IF APPLICABLE)			
Preventive Maintenance Expenses	\$ -	\$ -	\$ -
Other Repair Expenses	\$ -	\$ -	\$ -
Rebuild/Overhaul Expenses	\$ -	\$ -	\$ -
Tires (indicate purchase or lease)	\$ -	\$ -	\$ -
Oil/Lubricants/Fluids	\$ -	\$ -	\$ -
Towing	\$ -	\$ -	\$ -
Outside Vehicle Repair and Maintenance	\$ -	\$ -	\$ -
Tools	\$ -	\$ -	\$ -
Misc. Shop supplies	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -
GRAND TOTAL	\$ 734,447	\$ 743,369	\$ 759,647

Staffing Levels & Wages/Salaries (Full-Time)

Fixed Route and ADA Paratransit

CONTRACTOR definition of full-time employee: An employee scheduled to work 2,080 hours annually

Full-time Employees

Job Classifications:	FY 2016/17		FY 2017/18		FY 2018/19	
	No.	Scale	No.	Scale	No.	Scale
Drivers	3.00	\$ 11.02	3.00	\$ 11.28	3.00	\$ 11.53
Drivers	1.00	\$ 12.04	1.00	\$ 12.30	1.00	\$ 12.56
Drivers	1.00	\$ 12.56	1.00	\$ 12.75	1.00	\$ 12.75
Drivers	1.00	\$ 12.75	1.00	\$ 12.75	1.00	\$ 12.75
Drivers	-	\$ -	-	\$ -	-	\$ -
Dispatchers	2.00	\$ 11.50	2.00	\$ 11.85	2.00	\$ 12.21
Supervisors	-	\$ -	-	\$ -	-	\$ -
Office/Clerical Staff	-	\$ -	-	\$ -	-	\$ -
Trainers	-	\$ -	-	\$ -	-	\$ -
Mechanics/Helpers	-	\$ -	-	\$ -	-	\$ -

Please list all benefits a full-time employee will be eligible to receive based on the terms of your price proposal. Include the time frame at which an employee is eligible to receive such benefits. Full time employees are eligible to receive paid vacation, paid holidays, 401K plan with company match, \$200 operator safety bonus, operator longevity bonus once top rate is reached, medical insurance. Vacation and holiday accruals begin upon hire, as well as 401K and medical benefits, and the safety bonus. Management is eligible to receive company sponsored life insurance benefits upon hire.

No. FTE/full-time employees:	FY 2016/17	FY 2017/18	FY 2018/19
	8.00	8.00	8.00

Definitions: Full-time Equivalent (FTE) is calculated by dividing the total number of person hours by 2,080. Wage "Scale" should either be the hourly wage or monthly salary. In the case of drivers, please indicate the number of drivers at differing hourly wage rates.

Note: Once driver's reach the \$12.75 pay scale, they will receive a longevity bonus that results in an average increase of \$.38 in the pay scale each year

Staffing Levels & Wages/Salaries (Part-Time)

Fixed Route and ADA Paratransit

CONTRACTOR definition of part-time employee:

An employee scheduled to work 1,560 hours or less annually

Part-time Employees

Job Classifications:	FY 2016/17		FY 2017/18		FY 2018/19	
	No.	Scale	No.	Scale	No.	Scale
Drivers	5.00	\$ 10.00	5.00	\$ 10.50	5.00	\$ 10.75
Drivers	2.00	\$ 10.50	2.00	\$ 10.75	2.00	\$ 11.02
Drivers	7.00	\$ 10.77	7.00	\$ 11.02	7.00	\$ 11.28
Drivers	-	\$ -	-	\$ -	-	\$ -
Drivers	-	\$ -	-	\$ -	-	\$ -
Dispatchers	-	\$ -	-	\$ -	-	\$ -
Supervisors	-	\$ -	-	\$ -	-	\$ -
Office/Clerical Staff	-	\$ -	-	\$ -	-	\$ -
Trainers	-	\$ -	-	\$ -	-	\$ -
Mechanics/Helpers	-	\$ -	-	\$ -	-	\$ -

Please list all benefits a part-time employee will be eligible to receive based on the terms of your price proposal. Include the time frame at which an employee is eligible to receive such benefits. Part time employees are eligible to receive paid vacation, paid holidays, 401K plan with company match, \$200 operator safety bonus, operator longevity bonus once top rate is reached, medical insurance. Vacation and holiday accruals begin upon hire, as well as 401K and medical benefits, and the safety bonus. Management is eligible to receive company sponsored life insurance benefits upon hire.

	FY 2016/17	FY 2017/18	FY 2018/19
No. of part-time employees:	14.00	14.00	14.00

Definitions: Wage "Scale" should either be the hourly wage or monthly salary. In the case of drivers, please indicate the number of drivers at differing hourly wage rates.



MV TRANSPORTATION, INC.

June 10, 2016

Mr. Patrick Pittenger
3505 Butti Way
Carson City, NV 89701

RE: RFP #1516-129 MV Transportation Interview Follow Up

Dear Mr. Pittenger,

Thank you for the opportunity to interview with you and your team yesterday. Pursuant to those discussions, MV submits the following clarifications and confirmations to the above-referenced procurement.

In regard to Transit Miner, the City requested MV break out the actual cost of this software. The cost to the City for Transit Miner is \$7.50 per vehicle per month, please see the table below for the Transit Miner cost each year of the proposed contract. While we believe this software to be of great benefit to the success of the operation, implementation is at the discretion of this City.

Annual Costs	Year One	Year Two	Year Three	Total
Transit Miner (15 vehicles)	\$1,356	\$1,392	\$1,428	\$4,176

MV Transportation understands the importance of proper training to the success of its employees and its operations and has made a significant investment in its training programs. Please see the following training initiatives in place for this contract in the new term and further detail noted in section 6.1.2.10.5 of MV's proposal submittal.

Operator Training:

The new (initial) operator training program comprises five training formats: classroom training, pre-driving skills, observation, behind the wheel, and cadet training. Ongoing operator training is provided at a minimum of 12 hours annually.

Classroom:	20.25 hours
Pre-Driving Skills:	4.50 hours
Observation:	22.00 hours
Behind the Wheel:	21.00 hours
Cadetting:	16.00 hours
Total:	83.75 hours

Customer Service Training:

MV will implement its newly designed Customer Driven Service customer service training in September in Carson City. This is a 4 hour interactive training program that bridges traditional customer service concepts and transit operations. The training redefines the hierarchy of the operation, placing the customer at the center, educates trainees on the value of a customer-centric organization, and provides trainees a roadmap to create a culture of customer service.

1. **Creating a Culture of Customer Service:** This module defines the customer and includes interactive sessions to discuss how we, as customers, want to be treated. It explains the power of making generalizations, the power of words, and how we can control the first impressions that our customer have of us.
2. **Taking Care of Our Customers:** This module delves into the importance of meeting expectations, defining the seven expectations of our passenger base (reliability, safety and security, convenience and accessibility, clean and comfortable, understandable, affordably, friendly and empathetic). The session is rounded out with group exercises focusing on what we can each do to excel in customer service as we represent MV, and a discussion on how to create a positive experience for our customers.
3. **Resolving Service Breakdowns:** The final module addresses conflict resolution and dealing with angry customers. It educates trainees on the five steps to resolving conflict (listen - apologize - ask what you can do for the customer - propose a solution - repeat until you find a solution that works). The training includes interactive sessions on the importance of clarity and explanation when delivering service, and provides trainees methods of exceeding customer expectations.

Management Training:

MV is excited about its General Manager Orientation, which is a new training program developed to enhance and develop the skills of our team. Concepts taught include; contract compliance, contract management, MV policies and procedures, and union relations. Farrell Bonnar, Carson City's Operations Manager is already scheduled to attend this training in November 2016.

In addition to the items noted above and in its proposal, MV commits to the following for the new contract term.

- Should the City be unsatisfied with MV's vehicle washing plan in regard to offering overtime to its operator workforce to wash vehicles on the weekends, MV will utilize this allocation in its budget to hire a utility worker.
- MV's nearby Reno operating location will work with the Carson City team to conduct unannounced ride checks for JAC services once monthly or more often if needed. The results of these "mystery rides" will be shared with the City.

Should the City require any further additional information, please do not hesitate to contact me at any time. I remain your primary contact for this procurement and I am authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity). I can be reached any time of day at (707) 474-7784 (cristina.russell@mvtransit.com). Additionally, Mr. Joe Escobedo (Senior Vice President) will serve as your secondary contact; he can be reached any time of day at (623) 340-3209 (joe.escobedo@mvtransit.com).

Thank you for your ongoing consideration of MV Transportation, Inc. We look forward to working with you throughout the remainder of this procurement.

Best regards,

A handwritten signature in cursive script that reads "Cristina Russell".

Cristina Russell
Vice President



STAFF REPORT

Report To: The Carson City Regional Transportation Commission **Meeting Date:** July 13, 2016

Staff Contact: Brian Elder, Project Manager

Agenda Title: (For Possible Action) To determine that Sierra Nevada Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1516-141 "Airport Road Improvements-Highway 50 to Woodside Project" for base bid of \$102,007 plus Alternate 3 price of \$103,920 for a contract price of \$205,927, plus a 10% contingency amount of up to \$20,593 for a total not to exceed amount of \$226,520 to be funded from the Street Repair Account as provided in FY 2017 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary to complete the Airport Road - Roadway Reconstruction Project. The project includes reconstructing Airport Road from Highway 50 to Woodside Drive. Items of work include but are not limited to removing the existing roadway section and repaving, adjusting utilities, and completing concrete driveway, curb and sidewalk improvements.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to determine that Sierra Nevada Construction, Inc. is the lowest responsive and responsible bidder and to award Contract No. 1516-141 "Airport Road Improvements-Highway 50 to Woodside Project" for base bid of \$102,007 plus Alternate 3 price of \$103,920 for a contract price of \$205,927, plus a 10% contingency amount of up to \$20,593 for a total not to exceed amount of \$226,520 to be funded from the Street Repair Account as provided in FY 2017 budget.

Background/Issues & Analysis

NOTICE TO CONTRACTORS were distributed on May 3, 2016, and the NOTICE TO CONTRACTORS was published in the Nevada Appeal on May 3, 2016. The bids were opened at approximately 11:10 a.m. on June 7, 2016, at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Darcy Carpenter; Sierra Nevada Construction, John Garrett, Peek Brothers, Tom Grundy and Brian Elder; Public Works Department, Alana Mills; Finance Department, Laura Tadman, Purchasing and Contracts.

Bids were received from the following bidders. Please refer to the BID TABULATION for specifics.

Name of Bidder

Sierra Nevada Construction
Peek Brothers

Total Bid (Base + Alternate 3)

\$205,927.00
\$285,744.13

Staff recommends award to Sierra Nevada Construction, Inc. as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: 256-3038-431.04-80

Is it currently budgeted? Yes No

If approved the Street Fund will be reduced by \$226,520

Alternatives - N/A

Supporting Material

- Bid Tabulation Report
- Draft contract

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Bid Tabulation Report from Carson City Purchasing & Contracts
775-283-7137

<http://www.carson.org/index.aspx?page=998>

Notice to Contractors Bid# 1516-141 Airport Road Improvement Bid Opening

Date and Time of Opening: June 7, 2016 @ 11:10 a.m.

Description				Bidder # 1		Bidder # 2	
				SNC		Peek	
BONDING Provided, \$, %, or no				5%		5%	
BIDDER acknowledges receipt addendums				3		3	
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	
Base Bid Items - Schedule A							
1	Mobilization, Demobilization, and Clean-up	1	LS	\$26,344.50	\$26,344.50	\$19,502.00	\$19,502.00
2	Remove Existing PCC Driveway and Sidewalk	3590	SF	\$1.00	\$3,590.00	\$5.41	\$19,421.90
3	Sawcut, Remove and Replace Existing AC Pavement For New Driveway Transition and Match Existing Thickness	1025	SF	\$8.50	\$8,712.50	\$17.26	\$17,691.50
4	Construct PCC Driveway Apron Type 1	1,850	SF	\$15.75	\$29,137.50	\$18.79	\$34,761.50
5	Install PCC Pedestrian Curb Ramp w/ Detectable Warning Plates	160	SF	\$22.50	\$3,600.00	\$42.43	\$6,788.80
6	Install PCC Spandrel/Valley Gutter	550	SF	\$17.75	\$9,762.50	\$19.47	\$10,708.50
7	Type A PCC Sidewalk 4" on 4" Aggregate Base	432	SF	\$11.25	\$4,860.00	\$16.71	\$7,218.72
8	Adjust Existing Manhole Frame and Cover to Grade	1	EA	\$3,000.00	\$3,000.00	\$900.00	\$900.00
9	Adjust Existing Water Valve Can to Grade	2	EA	\$1,000.00	\$2,000.00	\$750.00	\$1,500.00
10	Adjust Existing Electric Pull Box to Grade	1	EA	\$1,000.00	\$1,000.00	\$750.00	\$750.00
11	Adjust Existing Water Meter to Grade	1	EA	\$1,000.00	\$1,000.00	\$750.00	\$750.00
12	Remove and Install Sign	2	EA	\$500.00	\$1,000.00	\$434.74	\$869.48
13	Pavement Marking and Striping	1	LS	\$8,000.00	\$8,000.00	\$8,135.73	\$8,135.73
BP.2 Total Bid Price (Schedule A)				\$102,007.00		\$128,998.13	
Alternative Bid Item 1:							
14	AA1 - Remove Existing AC Pavement and Base and Place 4" AC Type 2 Aggregate on 8" Type 2 Aggregate Base	17320	SF	\$7.00	\$121,240.00	\$8.95	\$155,014.00
Total Bid Price Alternative 1				\$121,240.00		\$155,014.00	
Alternative Bid Item 2:							
15	AA2 - Remove Existing Structural Section Through 6.5 Inches, Compact Subgrade and Place 6.5" New Full Depth AC	17320	SF	\$7.00	\$121,240.00	\$8.55	\$148,086.00
Total Bid Price Alternative 2				\$121,240.00		\$148,086.00	
Alternative Bid Item 3:							
16	AA3 - Pulverize 10" Existing AC and Base, Cut Subgrade and Compact 5" Recycled Base - Place 5" New Full Depth AC	17320	SF	\$6.00	\$103,920.00	\$9.05	\$156,746.00
Total Bid Price Alternative 3				\$103,920.00		\$156,746.00	
Total Bid Price written in words? y/n				Y		Y	
Bidder Information provided? y/n				Y		Y	
Sub Contractors listed? y/n or none				5%, 1%, Other		5%, 1%, Other	
Bid Document executed? y/n				Y		Y	

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-141

Title: Airport Road Improvements-Highway 50 to Woodside Project

THIS CONTRACT made and entered into this 13th day of July, 2016, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Sierra Nevada Construction, Inc., hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract involves a "public work," which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, **CONTRACTOR'S** compensation under this agreement (does___) (does not X___) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 1516-141**, titled **Airport Road Improvements-Highway 50 to Woodside Project** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Regional Transportation Commission.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 The parties agree that the Scope of Work will be specifically described and hereinafter referred to as the "WORK." This Contract incorporates the following attachments, and a **CONTRACTOR'S** attachment shall not contradict or supersede any **CITY** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No.1516-141 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://ww.carson.org/currentbids>.

2.1.2 **CONTRACTOR** additionally agrees **CONTRACTOR'S** Bid Bond, Bid Proposal, Proposal Summary, Executed Contract, Performance Bond, Labor and Material Bond, Certificate of Eligibility, Insurance Certificates, Permits, Notice of Award, Notice to Proceed and Executed Change Orders, hereinafter all referred to as Exhibit A, are incorporated herein and made a part of this Contract.

For P&C Use Only

CCBL expires _____

NVCL expires _____

GL expires _____

AL expires _____

WC expires _____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-141

Title: Airport Road Improvements-Highway 50 to Woodside Project

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

3.1 **CONTRACTOR** agrees to complete the WORK on or before the date specified in the Notice to Proceed or any executed Change Orders to the entire satisfaction of **CITY** before final payment is made, unless sooner termination by either party as specified in **Section 6** (CONTRACT TERMINATION) and the General Conditions, Section GC 3.18.

3.2 Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications, **CONTRACTOR** will complete the WORK within the Contract time. Since **CITY** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **CITY** will be paid the liquidated damages as specified in the Contract Special Conditions for each and every calendar day of delay in the completion of the WORK, in addition to any direct charges incurred by **CITY** as a result of delay of the Project, including engineering fees and additional damages due to late construction. **CITY** also reserves the right to deduct any amounts due **CITY** from any monies earned by **CONTRACTOR** under this Contract.

3.3 That in the performance of this Contract, **CONTRACTOR** and any subcontractors, as employers, shall pay 1 ½ times an employee's regular wage rate whenever an employee who received compensation for employment at a rate less than 1 ½ time the minimum wage who works more than forty (40) hours in any scheduled work week, more than eight (8) hours in a day, unless by mutual agreement the employee works a scheduled ten (10) hours per day for four (4) calendar days within a work week. Employers should refer to NRS 608.018, NRS 338.020 and A.O. 2013-04 for further details on overtime requirements.

4. NOTICE:

4.1 Except the bid and award process where notices may be limited to postings by **CITY** on its Finance Department/Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Kevin Robertson, President
Sierra Nevada Construction, Inc.
P.O. Box 50760
Sparks, NV 89435
email: bids@snc.biz

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Laura Tadman, Purchasing and Contracts Administrator
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137 / FAX 775-887-2107
LTadman@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Base Bid of One Hundred Two Thousand Seven Dollars (\$102,007) plus Alternate 3

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-141

Title: Airport Road Improvements-Highway 50 to Woodside Project

of One Hundred Three Thousand Nine Hundred Twenty Dollars (\$103,920) for a total amount of Two Hundred Five Thousand Nine Hundred Twenty Seven Dollars and 00/100 (\$205,927.00).

5.2 **CITY** will pay **CONTRACTOR** progress payments and the final payment computed from the actual quantities of WORK performed and accepted and the materials furnished at the Unit and Lump Sum prices shown on **CONTRACTOR'S** Bid Proposal and any executed Change Orders.

5.3 Contract Amount represents full and adequate compensation for the complete WORK, and includes the furnishing of all materials, all labor, equipment, tools, transportation, services, appliances, and all expenses, direct or indirect connected with the proper execution of the WORK.

5.4 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

6.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

6.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for WORK actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of WORK not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of WORK not performed, or unabsorbed overhead, in the event of a convenience termination.

6.2 Termination for Nonappropriation:

6.2.1 All payments and WORK provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

6.3 Cause Termination for Default or Breach:

6.3.1 A default or breach may be declared with or without termination.

6.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

6.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, WORK, deliverables, goods, or any services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

6.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services required by this Contract

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-141

Title: Airport Road Improvements-Highway 50 to Woodside Project

is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

6.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

6.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

6.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

6.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

6.3.2.7 **CITY** may terminate this Contract if **CONTRACTOR**:

6.3.2.7.1 Fails to maintain bonding, Nevada State Contractors' Board License, State Industrial Insurance requirements or insurance policies for limits as defined in this Contract; or

6.3.2.7.2 Persistently or materially refuses or fails to supply properly skilled workers or proper materials; or

6.3.2.7.3 Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between **CONTRACTOR** and the subcontractors; or

6.3.2.7.4 Disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or

6.3.2.7.5 Otherwise makes a material breach of a provision of this Contract; or

6.3.2.7.6 **CONTRACTOR** fails to maintain safe working conditions.

6.3.3 When any of the **Subsection 6.3.2.7.1 through 6.3.2.7.6, inclusive**, cause reasons exist, and without prejudice to any other rights or remedies of **CITY**, **CITY** may terminate this Contract at any time after giving **CONTRACTOR** and **CONTRACTOR'S** Surety seven (7) calendar days written notice of default or breach and intent to terminate and **CONTRACTOR'S** subsequent failure to timely correct as provided below, and subject to any prior rights of the Surety, **CITY** may:

6.3.3.1 Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by **CONTRACTOR**;

6.3.3.2 Accept assignment of subcontractors pursuant to this Contract (Contingent Assignment of Subcontracts to Carson City if this Contract is terminated); and

6.3.3.3 Finish the WORK by whatever reasonable method **CITY** may deem expedient.

6.3.4 If **CITY** terminates this Contract for any of the cause reasons stated in **Section 6.3**:

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-141

Title: Airport Road Improvements-Highway 50 to Woodside Project

6.3.4.1 **CONTRACTOR** shall not be entitled to receive further payment until the WORK is finished.

6.3.4.2 If the unpaid balance of the Contract Amount exceeds the cost of finishing the WORK including expenses made necessary thereby, such excess shall be paid to **CONTRACTOR**. If the costs of finishing the WORK exceed the unpaid balance, **CONTRACTOR** shall pay the difference to **CITY**. The amount to be paid to **CONTRACTOR** or **CITY**, as the case may be, shall survive termination of this Contract.

6.3.4.3 In the event of such cause termination, all monies due **CONTRACTOR** or retained under the terms of this Contract shall be held by **CITY**, however, such holdings will not release **CONTRACTOR** or its Sureties from liability for failure to fulfill this Contract. Any excess cost over and above the Contract Amount incurred by **CITY** arising from the termination of the operations of this Contract and the completion of the WORK by **CITY** as provided above shall be paid for by any available funds held by **CITY**. **CONTRACTOR** will be so credited with any surplus remaining after all just claims for such completion have been paid.

6.4 If at any time before completion of the WORK under this Contract, the WORK shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent government authority, **CITY** may give immediate notice to **CONTRACTOR** to discontinue the WORK and terminate this Contract. **CONTRACTOR** shall discontinue the WORK in such manner, sequence, and at such times as **CITY** may direct. **CONTRACTOR** shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the WORK thus dispensed with, nor for any claim for penalty, nor for any other claim such as unabsorbed overhead, except for the WORK actually performed up to the time of discontinuance, including any extra WORK ordered by **CITY** to be done.

6.5 Time to Correct (Declared Default or Breach):

6.5.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause, termination for nonappropriation or termination due to court injunction or order of a competent government authority.

6.6 Winding Up Affairs Upon Termination:

6.6.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 6.6** survive termination:

6.6.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

6.6.1.2 **CONTRACTOR** shall satisfactorily complete WORK in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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Title: Airport Road Improvements-Highway 50 to Woodside Project

6.6.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

6.6.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 21**.

6.7 Notice of Termination:

6.7.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

7. DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5):

7.1 **CONTRACTOR** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONTRACTOR** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered WORK. The statement shall be executed by **CONTRACTOR** or subcontractor or by an authorized officer or employee of **CONTRACTOR** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONTRACTOR** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONTRACTOR** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month**.

7.2 In the event federal funds are used for payment of all or part of this Contract, **CONTRACTOR** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period**. The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

7.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS:

7.3.1 The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project WORK. Should a classification be missing from the Davis-Bacon rates the **CONTRACTOR** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONTRACTOR**. **CONTRACTOR** shall ensure that a copy of **CONTRACTOR'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

7.3.2 Per NRS 338.070(5) a **CONTRACTOR** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

(a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work:

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- (1) The name of the worker;
- (2) The occupation of the worker;
- (3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- (5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- (6) The actual per diem, wages and benefits paid to the worker; and

(b) An additional accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

7.3.3 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONTRACTOR**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

7.3.4 Pursuant to NRS 338.060 and 338.070, **CONTRACTOR** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONTRACTOR** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

8. FAIR EMPLOYMENT PRACTICES:

8.1 Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONTRACTOR** and a public body such as **CITY**:

8.1.1 *In connection with the performance of work under this Contract, **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.*

8.1.2 **CONTRACTOR** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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9. PREFERENTIAL EMPLOYMENT:

9.1 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

9.2 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 CFR § 31.36(c) *Competition*), in connection with the performance of WORK under this Contract, **CONTRACTOR** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONTRACTOR** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

10. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

11. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

12. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

13. INDEMNIFICATION:

13.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

13.2 Except as otherwise provided in **Subsection 13.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

- 13.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and
- 13.2.2 a detailed explanation of the basis upon which the indemnified party believes that the

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claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

13.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

13.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

14. **INDEPENDENT CONTRACTOR:**

14.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform WORK for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the WORK, and not as to the means by which the WORK are accomplished.

14.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted WORK pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

14.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

14.4 **CONTRACTOR**, in addition to **Section 13** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

14.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

15. **INSURANCE REQUIREMENTS (GENERAL):**

15.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by the specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties. These general insurance requirements do not include terms related to bond(s) required for this Contract, which are set forth in the CITY'S solicitation and below in this Contract following the execution pages.

15.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

15.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

15.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

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15.5 *Insurance Coverage (15.6 through 15.23):*

15.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

15.6.1 Final acceptance by **CITY** of the completion of this Contract; or

15.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

15.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

15.7 *General Insurance Requirements (15.8 through 15.23):*

15.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701 as a certificate holder.

15.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

15.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

15.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

15.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

15.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701.

15.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

15.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

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15.16 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

15.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Section 15.9** (Additional Insured).

15.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

15.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

15.20.1 *Minimum Limits required:*

15.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

15.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations. Aggregate

15.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

15.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

15.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

15.21.1 *Minimum Limit required:*

15.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

15.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

15.22 **PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)**

15.22.1 *Minimum Limit required:*

15.22.2 One Million Dollars (\$1,000,000.00).

15.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

15.22.4 Discovery period: Three (3) years after termination date of this Contract.

15.22.5 A certified copy of this policy may be required.

15.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

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15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.00 each employee per accident for bodily injury by accident or disease.

15.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

16. BUSINESS LICENSE:

16.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

16.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

17. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services of this Contract. **CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

18. WAIVER OF BREACH:

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

19. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

21. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any

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purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

21.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

21.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

22. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY:

CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING:

24.1 *In the event federal grant funds are used for payment of all or part of this Contract:*

24.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

24.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

24.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

24.14.1 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

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25. LOBBYING:

25.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

25.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

25.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

25.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

26. GENERAL WARRANTY:

CONTRACTOR warrants that it will perform all WORK required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar WORK, under the same or similar circumstances, in the State of Nevada.

27. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Regional Transportation Commission and only for the period of time specified in this Contract. Any WORK performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the WORK under this Contract involves a "public work" as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution ("ADR") before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

29. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

30. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Regional Transportation Commission. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-141

Title: Airport Road Improvements-Highway 50 to Woodside Project

31. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CITY

Chief Financial Officer
Attn: Laura Tadman, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
LTadman@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: _____
Nancy Paulson, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT

BY: Darren Schulz, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
DSchulz@carson.org

Account #256-3038-431.04-08
Project # ST0008

By: _____

Dated: _____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-141

Title: Airport Road Improvements-Highway 50 to Woodside Project

Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR

BY: Kevin Robertson

TITLE: President

FIRM: Sierra Nevada Construction, Inc.

CARSON CITY BUSINESS LICENSE #: 16-04425

NEVADA CONTRACTORS LICENSE #: 25565

Address: P.O. Box 50760

City: Sparks **State:** NV **Zip Code:** 89435

Telephone: 775-355-0420

E-mail Address: bids@snc.biz

(Signature of Contractor)

DATED _____

STATE OF _____)

)**ss**

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20__.

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-141

Title: Airport Road Improvements-Highway 50 to Woodside Project

CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of July 13, 2016, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1516-141** and titled **Airport Road Improvements-Highway 50 to Woodside Project**. Further, the Regional Transportation Commission authorizes the Chairperson of the Regional Transportation Commission of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI, CHAIRPERSON

DATED this 13th day of July, 2016.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 13th day of July, 2016.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-141

Title: Airport Road Improvements-Highway 50 to Woodside Project

PERFORMANCE BOND

Doc. No. 2151
(Rev. 11-17-99)

KNOW ALL MEN BY THESE PRESENTS, that I/we _____
_____ as Principal, hereinafter called CONTRACTOR,
and

_____ a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the sum of \$ _____ Dollars (state sum in Words) _____

_____ for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID # 1516-141** and titled **Airport Road Improvements-Highway 50 to Woodside Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by CITY and its obligation is not affected by any such alteration or extension provided the same is within the scope of the Contract. Whenever CONTRACTOR shall be, and is declared by CITY to be in default under the Contract, CITY having performed CITY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by CITY and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and CITY, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by CITY to CONTRACTOR. No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or successors of CITY.

PERFORMANCE BOND

Continued for **BID # 1516-141** and titled **Airport Road Improvements-Highway 50 to Woodside Project**

BY:	(Signature of Principal) L.S.
TITLE:	
FIRM:	
Address:	
City, State, Zip:	
Phone:	
Printed Name of Principal:	
Attest By: _____ (Signature of Notary)	
Subscribed and Sworn before me this _____ day of _____ ,20 _____	

**CLAIMS UNDER THIS BOND
MAY BE ADDRESSED TO:**

Name of Surety:	
Address:	
City:	
State/Zip Code:	
Name:	
Title:	
Telephone:	
Surety's Acknowledgment:	
By:	

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in the State of Nevada. Certified copy of Power of Attorney must be attached.

LABOR AND MATERIAL PAYMENT BOND

Doc. No. 2152
(Rev. 11-17-99)

KNOW ALL MEN BY THESE PRESENTS, that I/we _____
_____ as Principal, hereinafter called
CONTRACTOR, and _____ a
corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are
held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter
called CITY, for the \$ _____ Dollars (state sum in words) _____
_____ for
the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with
CITY for **BID #1516-141** and titled **Airport Road Improvements-Highway 50 to Woodside Project** in
accordance with drawings and specifications prepared by CITY and which contract is by reference made a part
hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if
CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material
used or reasonably required for use in the performance of the Contract, then this obligation shall be void;
otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) A claimant is defined as one having a direct contract with CONTRACTOR or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- 2) The above-named Principal and Surety hereby jointly and severally agree with CITY that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. CITY shall not be liable for the payment of any costs or expenses of any such suit.
- 3) No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with CONTRACTOR, shall have given written notice to any two of the following: CONTRACTOR, CITY, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.
 - b) After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
 - c) Other than in a court of competent jurisdiction for the county or district in which the construction Contract was to be performed.

CARSON CITY PURCHASING AND CONTRACTS

201 North Carson Street, Suite 3

Carson City, NV 89701

775-283-7137/FAX 887-2107

<http://www.Carson.org/CurrentBids>

NOTICE TO CONTRACTORS

BID #1516-141

Airport Road Improvements-Highway 50 to Woodside

Addendum No. 3

Please make the following additions/changes/clarifications to the above referenced project in response to questions received prior to 6/3/2016.

1. *In reference to Bid Schedule A Item 12 Remove and Install Sign 1 EA, plan page C6 shows 2 independent signs being relocated.*

On Bid Schedule A, Item 12, please change the Scheduled Value to 2.

2. *In reference to Plan Page C6, are the existing pavement markings outside of the limits of asphalt removal supposed to be removed? If so by what method?*

All markings shown on the striping plan south of and including the crosswalk and associated markings at Highway 50 East and both crosswalks and associated markings at Woodside Dr. shall be applied. Where existing markings exists outside the new AC areas, markings shall be applied over the existing markings.

End of Addendum No. 3



CARSON CITY PURCHASING AND CONTRACTS

201 North Carson Street, Suite 3

Carson City, NV 89701

775-283-7137/FAX 887-2107

<http://www.Carson.org/CurrentBids>

NOTICE TO CONTRACTORS

BID #1516-141

Airport Road Reconstruction

Addendum No. 2

Please make the following additions/changes/clarifications to the above referenced project due to questions received as of 6/2/2016.

1. On Page BP-2 of the bid proposal section please change the units in Line Items 8 and 9 to Each.



CARSON CITY PURCHASING AND CONTRACTS
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137/FAX 887-2107
<http://www.Carson.org/CurrentBids>
NOTICE TO CONTRACTORS
BID #1516-141
Airport Road Reconstruction

Addendum No. 1

Please make the following additions/changes/clarifications to the above referenced project due to questions received as of 5/19/2016.

1. Will the Contractor be able to close the entire section of Airport Road between Highway 50 and Woodside Drive during construction with appropriate detours?

-No, access to the car wash must be maintained at all times during construction. If detours are used, vehicles must be able to gain access to the carwash located at 1630 Airport Road. Please refer to Section 7.4 – Public Safety/Convenience and Traffic Control of the General Conditions.



BID PROPOSAL

CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Sierra Nevada Construction, Inc., as "Principal," and Liberty Mutual Insurance Company, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of Five percent of bid dollars (\$ **5%**) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

WHEREAS, NRS 332.105 authorizes local governments to require bid bonds to insure execution and proper performance of the Contract and the Bonding Company has an "A" or better rating with Moody's or A.M. Best and T-Listed with the U.S. Treasury Department;

AND, WHEREAS, the Principal has submitted a bid for Bid # 1516-141, PWP # _____, for the Project Title: Airport Road Improvements - Highway 50 to Woodside.

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents ("Contract") to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee's actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.

Signed, Sealed and dated: May 9, 2016

Sierra Nevada Construction, Inc.
Principal
By: 
Kevin L. Robertson
Liberty Mutual Insurance Company
Surety
By: 
Lori Jones, Attorney-In-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7347047

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrea M. Cantlon; Lori Jones; Nicholas D. Rossi; Patricia Owens; Teri L. Wood

all of the city of Reno, state of NV, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of April, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 27th day of April, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of May, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BID PROPOSAL

BID # 1516-141

BID TITLE: "Airport Road Improvements Hwy 50 to Woodside Project"

NOTICE: No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document. Although the Prevailing Wages are provided in this bid document, the bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission.

PRICES will be valid for sixty (60) calendar days after the bid opening which is indicated in the Notice to Contractors.

A COPY OF CONTRACTOR'S "CERTIFICATE" of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than \$250,000.

COMPLETION of this project is expected **PURSUANT TO THE BID DOCUMENTS.**

BIDDER acknowledges receipt of 1,2,3 Addendums.

BP.1 SUMMARY

Description	Scheduled Value	Unit	Unit Price	Total Price
Schedule A:				
1 Mobilization, Demobilization and Clean-Up	1	LS	26,344.50	26,344.50
2 Remove Existing PCC Driveway and Sidewalk	3590	SF	1.00	3,590.00
3 Sawcut, Remove and Replace Existing AC Pavement For New Driveway Transition and Match Existing Thicknesses	1025	SF	8.50	8,712.50
4 Construct PCC Driveway Apron Type 1	1850	SF	15.75	29,137.50
5 Install PCC Pedestrian Curb Ramp w/ Detectable Warning Plates	160	SF	22.50	3,600.00
6 Install PCC Spandrel/Valley Gutter	550	SF	17.75	9,762.50
7 Type A PCC Sidewalk 4" on 4" Aggregate Base	432	SF	11.25	4,860.00
8 Adjust Existing Manhole Frame and Cover to Grade	1	EA TFK	3,000.00	3,000.00
9 Adjust Existing Water Valve Can to Grade	2	* SFEA	1,000.00	2,000.00
10 Adjust Existing Electric Pull Box to Grade	1	EA	1,000.00	1,000.00
11 Adjust Existing Water Meter to Grade	1	EA	1,000.00	1,000.00
12 Remove and Install Sign	** 400 2	EA	500.00	1,000.00
13 Pavement Markings and Striping	1	LS	8,000.00	8,000.00
BP.2 Total Base Bid Price (Schedule A):				102,007.00
Alternative Bid Item 1:				
14 AA1-Remove Existing AC Pavement and Base and Place 4" AC Type 2 Aggregate on 8" Type 2 Aggregate Base	17320	SF	7.00	121,240.00
Total Bid Price Alternative 1:				121,240.00
Alternative Bid Item 2:				
15 AA2-Remove Existing Structural Section Through 6.5 Inches, Compact Subgrade	17320	SF	7.00	121,240.00

* per Addendum #2
** per Addendum #3

BID PROPOSAL

	and Place 6.5" New Full Depth AC				
Total Bid Price Alternative 2:				~	—
					121,240.⁰⁰
Alternative Bid Item 3:					
16	AA3-Pulverize 10" Existing AC and Base, Cut Subgrade and Compact 5" Recycled Base - Place 5" New Full Depth AC	17320	SF	6.⁰⁰	103,920.⁰⁰
Total Bid Price Alternative 3:					103,920.⁰⁰

BP.3 Total Base (Schedule (A) Bid Price Written in Words:

One hundred two thousand seven dollars no cents

BP.4 BIDDER INFORMATION:

Company Name: Sierra Nevada Construction, Inc.

Federal ID No.:	88-0245093
Mailing Address:	P.O. Box 50760
City, State, Zip Code:	Sparks, Nevada 89435
Complete Telephone Number:	775-355-0420
Complete Fax Number:	775-355-0535
Fax Number including area code:	775-355-0535
E-mail:	bids@snc.biz

Contact Person / Title: Kevin L. Robertson, President

Mailing Address:	P.O. Box 50760
City, State, Zip Code:	Sparks, Nevada 89435
Complete Telephone Number:	775-355-0420
Complete Fax Number:	755-355-0535
E-mail Address:	bids@snc.biz

BP.5 LICENSING INFORMATION:

Nevada State Contractor's License Number:	25565
License Classification(s):	A, general engineering
Limitation(s) of License:	unlimited
Date Issued:	7/5/88

BID PROPOSAL

Date of Expiration:	7/31/17
Name of Licensee:	Sierra Nevada Construction, Inc.
Carson City Business License Number:	16-00004425
Date Issued:	12/8/15
Date of Expiration:	12/31/16
Name of Licensee:	Sierra Nevada Construction, Inc.

BP.6 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name: _____
Address:
City, State, Zip Code:
Telephone Number:
Owner 2) Name: _____
Address:
City, State, Zip Code:
Telephone Number:
Other 1) Title: _____
Name
Other 2) Title: _____
Name:

Corporation:

State in which Company is Incorporated:	Nevada
Date Incorporated:	3/2/88
Name of Corporation:	Sierra Nevada Construction, Inc.
Mailing Address	P.O. Box 50760
City, State, Zip Code:	Sparks, Nevada 89435

BID PROPOSAL

Telephone Number:	775-355-0420
President's Name:	Kevin L. Robertson
Vice-President's Name:	Craig D. Holt
Other 1) Name & Title:	Marc T. Markwell, Secretary/Treasurer

BP.7 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
see attached	

Name 1)

Title 1)

Name 2)

Title 2)

Name 3)

Title 3)

Name 4)

Title 4)

Name 5)

Title 5)

Name 6)

Title 6)

(If additional space is needed, attach a separate page)

Sierra Nevada Construction, Inc.
PO Box 50760
Sparks, NV 89435
775-355-0420

Name	Position	Date Started with this organization	Date started in construction	
Kevin L. Robertson	President	2001	1993	
Craig D. Holt	Vice President	2001	1994	
Marc Markwell	Secretary/Treasurer	2012	1999	
Dan LeBlanc	Vice President Project Management	2005	2004	
Fred Courier	Vice President Estimating	2005	1985	
Mark Gordine	Vice President Business Development	2005	1990	
Alex Faust	Vice President Pavement Preservation	2002	2000	

BID PROPOSAL

BP.8 REFERENCES:

Instructions:

List at least three (3) contracts of a similar nature performed by your firm in the last three (3) years. If **NONE**, use your Company's letterhead (and submit with your bid proposal) to list what your qualifications are for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance.

Clients: (if additional space is needed attach a separate page)

Company Name 1): see attached
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:
Company Name 2):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

BID PROPOSAL

Company Name 3): see attached
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract
Scope of Work:
Company Name 4):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Agency	Job Name	Contract Amount	Type of Contract	Completion Date	Contact Person	Phone #	Address
Nevada Department of Transportation	NDOT #3571 Gardnerville	\$951,361.00	Highway Reconstruction	5/22/2015	Jeffery Lani	775-587-3367	1263 S. Stewart St, Carson City, NV 89712
City of Carson City	East West Water Transmission Main	\$2,103,233.00	Water Line Reconstruction	4/30/2015	Jeff Sharp	775-887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
County of San Joaquin	Benjamin Holt Drive Improvements	\$1,705,033.00	Street Reconstruction	2/27/2015	Jayna Rutz	209-468-3017	1810 E. Hazelton Ave., Stockton CA 95205
Regional Transportation Commission	RTC Plumas Street Pedestrian Improvements	\$318,686.00	Pedestrian Improvement	2/12/2015	Scott Gibson	775-335-1874	P.O. Box 30002, Reno NV 89520
County of Sacramento	Sacramento Intl Airport Landside Roadway Rehab	\$1,076,118.00	Apron Paving & Reconstruction	2/4/2015	Steve Cooke	916-591-0310	6850 Aviation Drive, Sacramento CA 95873
Regional Transportation Commission	RTC Prater Way & El Rancho Drive Pavement Resurface	\$1,335,326.00	Street Reconstruction	1/31/2015	Scott Gibson	775-335-1874	P.O. Box 30002, Reno NV 89520
Regional Transportation Commission	RTC 2014 Corrective Maintenance Program	\$1,554,860.00	Corrective Maintenance	1/31/2015	Scott Gibson	775-335-1874	P.O. Box 30002, Reno NV 89520
Regional Transportation Commission	RTC 2014 Preventive Maintenance Slurry Seal	\$2,216,474.00	Slurry Seal	1/31/2015	Scott Gibson	775-335-1874	P.O. Box 30002, Reno NV 89520
Humboldt County	Humboldt County 2014 Street Resurfacing	\$412,111.00	Asphalt Maintenance	1/13/2015	Public Works	707-445-7245	1106 Second Street, Eureka CA 95601
City of Brentwood	Brentwood 2014 Pavement Management Program	\$534,746.00	Asphalt Maintenance	12/31/2014	Anthony Salim	925-516-5420	150 City Park Way, Brentwood CA 94513
Nevada Department of Transportation	NDOT 3569 - Pyramid Highway Chip	\$2,597,613.00	Chip Seal	12/31/2014	Sam Lompa	775-888-3040	310 Galetti Way, Sparks NV 89431
City of South Lake Tahoe	Harrison Avenue Streetscape	\$5,353,530.00	Street Reconst/Underground Utilities	12/31/2014	Jim Merino	(530) 542-6027	1052 Taia Lane, South Lake Tahoe, CA 96150
City of Rocklin	Rocklin 2014 Resurfacing Project	\$2,208,709.00	Street Reconstruction	12/19/2014	Miguel Chavez	916-625-5511	4081 Alvis Ct., Rocklin, NV 95677
California Department of Transportation	Caltrans 03-3F8604 Grass Valley at Alta	\$454,345.00	Highway Reconstruction	12/3/2014	Hugo Topole	530-741-5504	1727 30th Street Sacramento CA 95818
City of Sparks	City of Sparks 2015 Street Rehab - Unit 1	\$605,833.00	Street Reconstruction	12/2/2014	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
Nevada Department of Transportation	NDOT 00-004-14 HQ South Parking Lot	\$108,758.00	Parking Lot Reconstruction	11/30/2014	Stephen Lani	775-587-3367	1263 S. Stewart St, Carson City, NV 89712
City of Ione	Ione 2014 Pavement Rehabilitation Project	\$182,802.00	Asphalt Maintenance	11/30/2014	Public Works	209-374-2412	1 E. Main Street, Ione, CA 95640
City of Ukiah	Ukiah Slurry Seal of Local Streets	\$102,907.00	Asphalt Maintenance	11/29/2014	Richard Seaton	707-463-6204	300 Seminary Ave., Ukiah CA 95482
Associa Sierra North	Arrowcreek 2014	\$1,616,752.00	Asphalt Maintenance	11/15/2014	Jeanne Tarantino	916-876-6313	10590 Professional Circle, Suite 200 Reno NV 89521
Sacramento County	Sacramento International Airport Taxiway Delta 3	\$392,695.00	Apron Paving & Reconstruction	11/14/2014	Steve Cooke	916-376-6313	9660 Ecology Lane, Sacramento CA 95827
Sacramento County	Sacramento International Airport Earhart Taxiway W	\$1,558,641.00	Asphalt Maintenance	11/14/2014	Greg Belandro	916-376-6313	9660 Ecology Lane, Sacramento CA 95827
Washoe County	Washoe County 2014-15 Slurry Seal	\$1,093,049.00	Asphalt Maintenance	11/17/2014	Eric Martin	775-328-2040	1001 E. 9th Street, Reno NV 89520
Washoe County School District	WCSD Pavement Maintenance 2014 - Phase 2	\$2,654,007.00	Street Reconst/Underground Utilities	11/17/2014	Todd Landry	530-562-2904	10183 Truckee Airport Road, Truckee, CA 96161
Town of Truckee	Glenshire Drive Phase II	\$513,889.00	Trail Reconstruction	10/31/2014	Eric Martin	530-562-0747	908 Northstar Drive, Northstar CA 96161
Northstar Community Services District	Northstar Valley Trail Segment 1A Project	\$134,693.00	Street Reconstruction	10/31/2014	Eric Martin	209-468-3018	1811 E. Hazelton Ave., Stockton CA 95205
Northstar Community Services District	Northstar 2014 Highlands PRD #7	\$681,713.00	Asphalt Maintenance	10/23/2014	Jayna Rutz	775-328-2040	1001 E. 9th Street, Reno NV 89520
County of San Joaquin	San Joaquin Slurry Seal 2013	\$93,597.00	Street Reconstruction	10/20/2014	Scott Gibson	775-335-1874	P.O. Box 30002, Reno NV 89520
Regional Transportation Commission	RTC SR 445 Pyramid Hwy/Trinitywood Project	\$1,375,385.00	Site Reconstruction	10/15/2014	Joe Steward	775-324-1600	290 Genry Way, Suite 1, Reno, NV 89502
SMC Contracting Inc.	Edgewood Phase 2 - SMC	\$400,710.00	Apron Paving & Reconstruction	10/15/2014	Public Curialolo	775-328-5400	P.O. Box 12490, Reno NV 89510
Reno Tahoe Airport Authority	Reno Tahoe Airport - Landside Pavement	\$407,239.00	Asphalt Maintenance	10/15/2014	Public Works	925-319-2000	285 Glacier Drive, Marinette CA 94553
Contra Costa County	Contra Costa 2014 Slurry Seal	\$406,161.00	Asphalt Maintenance	10/14/2014	Doug Johnson	(775) 827-6111	P.O. Box 218, Minden, NV 89423
Douglas County	Douglas County 2014 Road Seal	\$1,021,540.00	Asphalt Maintenance	9/30/2014	Kelly Garcia	775-738-7271	442 Court Street, Elko, NV 89801
Lyons County	Lyons County 2014 Pavement Maintenance Project	\$529,421.00	Parking Lot Reconstruction	9/30/2014	Aaron Martinez	775-328-5367	1263 S. Stewart St, Carson City, NV 89712
Elko County School District	Spring Creek Elementary ADA Retrofit	\$136,123.00	Cattle Guard	9/30/2014	Stephen Lani	775-587-3367	1263 S. Stewart St, Carson City, NV 89712
Nevada Department of Transportation	NDOT 02-004-14 Coldsprings Cattle Guards	\$1,436,778.00	Asphalt Maintenance	9/30/2014	Body Black	916-774-5283	311 Vermon Street, Roseville CA 95678
Lander County	Austin 2014 Road Maintenance	\$173,360.00	Slurry Seal	9/19/2014	Joseph McKinney	707-472-5000	511 S. Orchard Ave., Ukiah CA 95482
City of Roseville	Roseville 2014 Bike Trail Slurry Seal	\$127,390.00	Asphalt Maintenance	9/13/2014	Debra Kubin	707-472-5001	512 S. Orchard Ave., Ukiah CA 95482
Ukiah Unified School District	Ukiah 2014 Pavement Slurry Project I	\$117,982.00	Asphalt Maintenance	8/31/2014	Debra Kubin	775-348-0200	925 E. 9th Street, Reno NV 8950
Ukiah Unified School District	Ukiah 2014 Pavement Slurry Project II	\$721,007.00	Asphalt Maintenance	8/25/2014	Gary Clark	775-777-7241	1751 College Avenue, Elko, NV 89801
Washoe County School District	WCSD Pavement Maintenance 2014	\$281,618.00	Asphalt Maintenance	8/12/2014	Dennis Strickland	775-289-1700	1401 E. Autumn Street, Ely NV 89301
City of Elko	Elko Micro Slurry Project 2014	\$2,268,324.00	Chip Seal	8/8/2014	Randy Hasflee	775-335-1874	P.O. Box 30002, Reno NV 89520
Nevada Department of Transportation	NDOT 3563 Chip Seal	\$518,073.00	Street Reconstruction	7/31/2014	Scott Gibson	775-351-4788	P.O. Box 209, Gardnerville NV 89412
Regional Transportation Commission	RTC Avenida de Landa Reconstruction Project	\$81,692.00	Sewer Replacement	7/18/2014	Willey Courtney	775-353-2273	431 Prater Way, Sparks NV 89431
Regional Transportation Commission	Gerlach Sewer Main Replacement	\$304,554.00	Street, Curb & Gutter Reconstruction	6/30/2014	Brent Quilici	775-353-2273	431 Prater Way, Sparks NV 89431
City of Sparks	City of Sparks 4th Street CDBG Curb, Gutter & Ped	\$53,561.00	Sewer Replacement	6/30/2014	Brent Quilici	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
City of Sparks	City of Sparks Rock Blvd. Sewer Crossing Replacement	\$62,007.00	Cattle Guard	6/30/2014	Stephen Lani	775-887-3367	1263 S. Stewart St, Carson City, NV 89712
Nevada Department of Transportation	NDOT 02-003-14 I-80 Truck Inn Cattle Guard	\$616,652.00	Waterline/Backflow Upgrade	4/14/2014	Thor Dyson	(775) 887-2355	201 N. Carson Street Ste 3, Carson City, NV 89701
Nevada Department of Transportation	NDOT #3544 District II Maintenance Yard	\$700,483.00	Street Reconstruction	1/31/2014	Jeff Sharp	775-964-2676	P.O. Box 144 Austin NV
City of Carson City	2013 Street Maintenance Program	\$900,519.00	Street Reconstruction	1/31/2014	Louis Lani	530-387-4119	10356 Truckee Airport Road, Truckee CA 96161
Lander County	2013 Road Maintenance Project	\$439,561.00	Street Reconstruction/Overlay	11/30/2013	Kevin Smith	775-789-6201	P.O. Box 218, Minden, NV 89423
Truckee Tahoe Airport District	Truckee Tahoe Airport District	\$3,289,708.00	Street Reconstruction	10/31/2013	Ed Mason	530-562-2904	10163 Truckee Airport Road, Truckee, CA 96161
Douglas County	2013 Road Seal and Overlay Project	\$2,286,007.00	Street Reconstruction	10/1/2013	Rod Landry	775-964-2676	P.O. Box 144 Austin NV
Eureka County	2013 Street Maintenance Program	\$3,527,007.00	Booster Pump Station	9/30/2013	Louis Lani	530-741-5504	1727 30th Street Sacramento CA 95816
Town of Truckee	Glenshire Drive Elka Lane	\$1,276,007.00	Ditchwork and Road Realignment	9/30/2013	Hugo Topole	775-348-0400	P.O. Box 30002, Reno NV 89520
California Department of Transportation	Caltrans 03-3F0304 I-80 Median	\$375,963.00	Asphalt Maintenance	9/23/2013	Brent Quilici	775-348-0400	P.O. Box 30002, Reno NV 89520
Regional Transportation Commission	Corrective Maintenance	\$1,373,007.00	Corrective Maintenance	9/23/2013	Scott Gibson	775-348-0400	P.O. Box 30002, Reno NV 89520
City of Sparks	2013 Preventive Maintenance Program	\$1,586,007.00	Pavement Preservation	9/10/2013	Scott Gibson	775-348-0400	P.O. Box 30002, Reno NV 89520
Regional Transportation Commission	Lakeside Drive Street Pres.	\$1,088,007.00	Asphalt Rubber Seal Coat	9/10/2013	Hugo Topole	530-741-5504	1727 30th Street Sacramento CA 95816
California Department of Transportation	Caltrans Asphalt Rubber Seal Coat	\$1,100,000.00	Sitework/Sewer	8/31/2013	Joe Steward	775-324-1800	290 Genry Way, Suite 1, Reno, NV 89502
SMC Contracting Inc.	Sugar Bowl Academy	\$7,477,007.00	Asphalt Maintenance	8/31/2013	Boyd Ratliff	775-777-2700	1263 S. Stewart St, Carson City, NV 89712
Nevada Department of Transportation	NDOT #3153 SR 306 Beowawe	\$1,785,007.00	Street Reconstruction Project	8/31/2013	Miguel Chavez	916-625-5511	4081 Alvis Ct., Rocklin, NV 95677
City of Rocklin	Granite Drive Reconstruct	\$705,007.00	HMA Overlay	8/31/2013	Hugo Topole	530-741-5504	1727 30th Street Sacramento CA 95816
California Department of Transportation	Caltrans - Eldorado County	\$244,663.00	Microsurfacing	8/20/2013	Dennis Strickland	775-777-7241	1751 College Avenue, Elko, NV 89801
City of Elko	2013 Microsurfacing Project	\$1,376,007.00	Street Reconstruction/Underground Utility	8/20/2013	Scott Gibson	775-335-1874	P.O. Box 30002, Reno NV 89520
Regional Transportation Commission	Suro Street Rehab	\$677,007.00	Street Reconstruction	8/20/2013	Jeff James	775-265-9688	931 Mitch Drive, Gardnerville NV 89410
Gardnerville General Improvement District	2013 Street Rehab	\$559,007.00	Pave and Microseal	8/15/2013	Hugo Topole	530-741-5504	1727 30th Street Sacramento CA 95816
California Department of Transportation	Caltrans - Placerville	\$86,007.00	Cattle Guard	8/15/2013	Stephen Lani	775-687-3367	1263 S. Stewart St, Carson City, NV 89712
Nevada Department of Transportation	Cattle Guard	\$712,007.00	New Well Facility and Transmission Mal	7/30/2013	David Fanning	775-482-8174	250 N. Hwy 160, Suite 2, Pahrump, NV 89060

SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Client	Project Description	Amount	Start Date	End Date	Project Location	Project Status
Washoe County School District	Running Track Reconstruction	\$542,007.00	7/20/2013		1525 E. 9th Street, Reno NV 89502	Completed
Regional Transportation Commission	2013 Preventive Crack & Maint.	\$1,073,007.00	6/30/2013		P.O. Box 300022, Reno NV 89520	Completed
Nevada Department of Transportation	RDOT #3465 Virginia City	\$6,969,007.00	5/31/2013		1263 S. Stewart St, Carson City, NV 89712	Completed
Regional Transportation Commission	RDOT 2012 Preventive Maintenance, Crack Seal	\$552,007.00	5/13/2013		1105 Terminal Way, Ste 108, Reno, NV 89502	Completed
City of South Lake Tahoe	2012 Road Rehabilitation	\$3,277,163.00	10/31/2012		1052 Taha Lane, South Lake Tahoe, CA 96150	Completed
California Department of Transportation	Caltrans 03-3M6304 I-80 Trucks	\$7,159,007.00	10/19/2012		1727-30th Street, Sacramento, CA 95816	Completed
Miles Construction	Eagle Valley Middle School - Miles Const.	\$941,482.00	10/19/2012		161 Industrial Parkway, Carson City NV 89706	Completed
California Department of Transportation	Caltrans 02-3E9204 Rt 70 & 89 Overlay	\$2,696,007.00	8/31/2012		283-2482 1727 - 30th Street, Sacramento, CA 95816	Completed
Regional Transportation Commission	RTC Reno Consolidated 11-02 Phase 1 (Brinkby)	\$1,737,007.00	9/30/2012		1105 Terminal Way, Ste 108, Reno, NV 89502	Completed
Nevada Department of Transportation	NDOT 02-006-12 Cattle Guards	\$187,007.00	7/31/2012		843-8390 1263 S. Stewart St, Carson City, NV 89712	Completed
City of Reno	City of Reno 2012 Street Rehab - Unit G	\$2,157,007.00	7/30/2012		1105 Terminal Way, Ste 108, Reno, NV 89502	Completed
Regional Transportation Commission	RTC 2012 Preventive Maintenance, Patching	\$733,007.00	7/15/2012		1105 Terminal Way, Ste 108, Reno, NV 89502	Completed
California Department of Transportation	Caltrans 02-4M3204 RT 70 Micro	\$619,007.00	7/13/2012		1263 S. Stewart St, Carson City, NV 89712	Completed
Reno/Sparks Convention Visitors Auth.	Reno Sparks Livestock Events Center - RV Spaces	\$409,007.00	6/30/2012		1263 S. Stewart St, Carson City, NV 89712	Completed
Eureka County	NDOT 03-006-11 Chip Seal	\$6,087,451.00	6/21/2012		1263 S. Stewart St, Carson City, NV 89712	Completed
Regional Transportation Commission	Eureka 2011 Street Maintenance	\$4,324,007.00	6/15/2012		10 S. Main Street, Eureka, NV 89316	Completed
Nevada Department of Transportation	Robb & Shearlands Drive	\$733,007.00	5/1/2012		1105 Terminal Way, Ste 108, Reno, NV 89502	Completed
Regional Transportation Commission	NDOT QA-007-12 Lakeview Drainage	\$1,329,007.00	4/30/2012		1105 Terminal Way, Ste 108, Reno, NV 89502	Completed
Regional Transportation Commission	RTC Reno Consolidated 11-01 Phase 2 (First St.)	\$1,044,007.00	4/30/2012		1105 Terminal Way, Ste 108, Reno, NV 89502	Completed
Regional Transportation Commission	TCMA CDR Unit H	\$606,007.00	4/30/2012		1355 Capital Blvd., Reno, NV 89502	Completed
Regional Transportation Commission	RTC Reno Consolidated 11-03 (Prosperity)	\$1,950,007.00	4/26/2012		1105 Terminal Way, Ste 108, Reno, NV 89502	Completed
Regional Transportation Commission	RTC 2011 Corrective Maintenance	\$1,026,553.00	3/14/2012		1105 Terminal Way, Ste 108, Reno, NV 89502	Completed
Regional Transportation Commission	Gabbs Airport Regrade Unpaved Runways 2011	\$129,007.00	3/12/2012		555 Double Eagle Blvd, Reno, NV 89521	Completed
Regional Transportation Commission	RTC Peckham Lane Rehabilitation	\$954,007.00	2/23/2012		1105 Terminal Way, Ste 108, Reno, NV 89502	Completed
Regional Transportation Commission	RTC Reno Consolidated 11-03 (Prosperity)	\$1,405,481.50	1/17/2012		1105 Terminal Way, Ste 108, Reno, NV 89502	Completed
Eureka County	Cressant Valley Water Treatment Plant	\$1,548,007.00	1/16/2012		10 S. Main Street, Eureka, NV 89316	Completed
California Department of Transportation	Caltrans 09-338104 Bedle	\$3,586,007.00	12/81/2011		1727 30th Street, Sacramento, CA 95816	Completed
Eureka County	Eureka Canyon US 50 Widening	\$1,659,007.00	12/22/2011		10 S. Main Street, Eureka, NV 89316	Completed
City of Carson City	Carson City Street Maintenance 2011	\$957,007.00	12/20/2011		10 S. Main Street, Eureka, NV 89316	Completed
California Department of Transportation	Caltrans 03-3M9404 Trucks Rt. 267	\$957,007.00	11/18/2011		301 N. Carson Street Ste 3, Carson City, NV 89701	Completed
Nevada Department of Transportation	NDOT 02-011-11 Micro	\$958,007.00	11/15/2011		1263 S. Stewart St, Carson City, NV 89712	Completed
California Department of Transportation	Caltrans 03-4M1504 Sierraville Rt. 89	\$1,589,007.00	11/10/2011		1263 S. Stewart St, Carson City, NV 89712	Completed
PAR Electrical	RTC TE Spool - Par Electrical	\$177,007.00	10/31/2011		1465 West 4th Street, Reno NV 89503	Completed
Regional Transportation Commission	Reno Consolidated 10-03 Lakeside	\$2,757,007.00	10/1/2011		1105 Terminal Way, Ste 108, Reno, NV 89502	Completed
Lyons County	Lyons County RTC Chip Slurry	\$1,459,007.00	9/30/2011		3590 Graham Avenue, Silver Springs, NV 89429	Completed
Elko County Public Works	Harrison Pass Chip Seal	\$20,600.00	9/30/2011		994 River Street, Elko, NV 89801	Completed
California Department of Transportation	Caltrans 09-348204 Rte 89 Coleville	\$1,186,007.00	9/20/2011		1727 - 30th Street, Sacramento, CA 95816	Completed
City of South Lake Tahoe	South Lake Tahoe Airport Phase 3	\$890,561.00	8/31/2011		1727 - 30th Street, Sacramento, CA 95816	Completed
Valley Slurry Seal	RTC 2011 Preventive Maintenance - VSS	\$589,724.57	8/26/2011		1901 Airport Rd., #100, South Lake Tahoe, CA 96150	Completed
City of Nevada City	Nevada City Paving and Reconstruction	\$399,351.00	6/22/2011		1263 S. Stewart St, Carson City, NV 89712	Completed
Sundt Construction, Inc.	City of Reno 2011 Unit 1	\$1,895,007.00	6/1/2011		1727-30th Street, Reno NV 89502	Completed
Carson City Public Works	Mammoth Lakes Courthouse	\$1,276,275.00	6/1/2011		P.O. Box 1900, Reno, NV 89505	Completed
Carson City Public Utility District	Prison Hill Water Tank	\$1,237,007.00	2/18/2011		1727-30th Street, Reno NV 89502	Completed
Eureka County	Main Street Water & Sewer Reconstruct	\$3,936,007.00	12/1/2010		1275 Meadow Crest Dr, South Lake Tahoe CA 96150	Completed
Nevada Department of Transportation	NDOT #3285 L-80 Vista	\$8,593,007.00	11/19/2010		10 S. Main Street, Eureka, NV 89316	Completed
California Department of Transportation	Caltrans 02-360804 Johnstonville	\$1,179,007.00	10/31/2010		1263 S. Stewart St, Carson City, NV 89712	Completed
Lyons County	Afonso Drive Reconstruction	\$852,014.00	10/1/2010		3550 Graham Avenue, Silver Springs, NV 89428	Completed
Regional Transportation Commission	Reno Consolidated 10-02	\$1,658,007.00	10/1/2010		1105 Terminal Way, Ste 108, Reno, NV 89502	Completed
Regional Transportation Commission	Vassar Street	\$1,469,007.00	9/30/2010		1105 Terminal Way, Ste 108, Reno, NV 89502	Completed
Truckee Meadows Water Authority	West 7th Street Tank	\$892,007.00	9/10/2010		1355 Capital Blvd., Reno, NV 89502	Completed
City of West Sacramento	West Capitol Avenue	\$6,424,101.00	8/27/2010		1110 W. Capitol Ave., West Sacramento, CA 95691	Completed
Eureka County	2010 ARRA Street Maintenance	\$398,007.00	8/20/2010		10 S. Main Street, Eureka, NV 89316	Completed
California Department of Transportation	Caltrans 03-3E5904 Hwy 49	\$729,007.00	8/15/2010		1727 30th Street, Sacramento, CA 95816	Completed
City of Alturas	Alturas Airport	\$189,007.00	8/15/2010		200 W North Street, Alturas, CA 96101	Completed
California Department of Transportation	Caltrans 09-342304 Lee Vining	\$2,027,007.00	8/15/2010		1727 30th Street, Sacramento, CA 95816	Completed
US Forest Service	Mount Watson Chip Seal	\$218,007.00	8/13/2010		1323 Club Drive, Vallejo, CA 94592	Completed
Regional Transportation Commission	S. Virginia/Kietzke Lane	\$1,349,507.00	6/30/2010		1105 Terminal Way, Ste 108, Reno, NV 89502	Completed
Regional Transportation Commission	Caltrans 02-1E8904 Blairsdien	\$822,007.00	6/1/2010		1727 30th Street, Sacramento, CA 95816	Completed
Regional Transportation Commission	Sparks Consolidated 09-02	\$847,007.00	6/1/2010		1105 Terminal Way, Ste 108, Reno, NV 89502	Completed
Eureka County	Street Maintenance 2009	\$1,248,007.00	6/1/2010		10 S. Main Street, Eureka, NV 89316	Completed
City of Riverbank	Pershing County Schools	\$529,007.00	3/15/2010		1150 Elmhurst Ave, Lovelock, NV 89419	Completed
Regional Transportation Commission	Eureka Water Tank	\$2,114,007.00	12/31/2009		10 S. Main Street, Eureka, NV 89316	Completed
City of Reno	Downtown Rehabilitation Phase 2	\$4,634,265.00	12/15/2009		6707 Third Street, Riverbank, CA 95367	Completed
Butte County Association of Governments	SR 95 Gridley	\$1,772,007.00	11/15/2009		2729 Prospect Park Circle, Rancho Cordova, CA 95668	Completed
California Department of Transportation	Caltrans #09-336604 Sonora Junction	\$1,934,007.00	11/1/2009		2980 Sierra Sunrise Terrace Ste 100, Chico, CA 95916	Completed
Nye County	Gabbs Airport	\$113,007.00	11/1/2009		1727 - 30th Street, Sacramento, CA 95816	Completed
Regional Transportation Commission	Longley Lane	\$849,253.00	11/1/2009		555 Double Eagle Blvd, Reno, NV 89521	Completed
Regional Transportation Commission	Mill Street Reconstruction	\$1,587,867.00	11/1/2009		1105 Terminal Way, Ste 108, Reno, NV 89502	Completed
Inyo County Public Works	N Barlow/Dixon Lanes	\$766,007.00	11/1/2009		1105 Terminal Way, Ste 108, Reno, NV 89502	Completed
Nevada Department of Transportation	NDOT #3387 Iron Mountain	\$383,007.00	11/1/2009		P.O. Drawer Q, Independence, CA 93526	Completed

SIERRA NEVADA CONSTRUCTION, INC. STATEMENT OF EXPERIENCE

Lander County	Battle Mountain Airport	\$228,007.00	Asphalt Maintenance	10/15/2009	Greg Riley	775-635-2885	1315 S Humboldt Street, Battle Mountain, NV 89820
Nevada Department of Transportation	NDOT #3347 Pumpernickel	\$9,088,007.00	Asphalt Grnd and Pave	10/15/2009	Jim Killian	775-623-8070	1263 S. Stewart St, Carson City, NV 89712
California Department of Transportation	Caltrans #09-269014, Rock Creek Road	\$7,488,007.00	Freeway Reconstruction	10/1/2009	Joe Blommer	760-872-0601	1727 - 30th Street, Sacramento, CA 95816
City of Fernley	Water Conveyance Infrastructure Project 9	\$1,383,007.00	Sitework/Tank/Piping	7/1/2009	Lowell Patton	775-784-9910	595 Silver Lace Blvd., Fernley, NV 89408
City of Carson City	Clearview Drive Widening	\$813,007.00	Street Reconstruction	11/20/2008	John Platt	775-887-2355	3505 Butti Way Carson City, NV 89701
City of Carson City	Fairview Drive Reconstruct	\$3,689,447.00	Street Reconst/Underground Utilities	11/7/2008	Darren Schulz	775-887-2355	3505 Butti Way Carson City, NV 89701
Regional Transportation Commission	Wedekind Road	\$469,007.00	Street Reconstruction	10/31/2008	Michelle Dennis	(775) 348-0171	11105 Terminal Way, Ste 108, Reno, NV 89520
Trammel Crow	West American Commerce Center	\$6,725,745.00	Sitework/Underground Utilities	10/31/2008	Odo Langowski	(775) 356-9121	1990 Sierra Center Pkwy, Ste 170, Reno, NV 89511
California Department of Transportation	Caltrans 02-381604 Milford	\$28,848,007.00	Shoulder Widening	10/15/2008	Chris Cummins	(530) 225-3280	1727 - 30th Street, Sacramento, CA, 95816
US Forest Service	Galena Creek Park AG-9360-C-07-001	\$1,975,872.00	Sitework	10/10/2008	Steve Roehr	(801) 625-5605	4701 N. Torrey Pines Drive, Las Vegas, NV 89130
Truckee Meadows Water Authority	Raleigh Heights Water Tank #3	\$3,087,007.00	Sitework/Tank/Piping	10/1/2008	Jim Puccinelli	(775) 834-8058	1355 Capital Blvd., Reno, NV 89502
City of Carson City	2008 Carson City Slurry	\$494,832.76	Slurry Seal	9/30/2008	John Platt	(775) 887-2355	3505 Butti Way Carson City, NV 89701
Regional Transportation Commission	RTC Mayberry	\$1,267,007.00	Street Reconstruction	9/30/2008	David Logan	(775) 348-0171	11105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Pyramid / LaPosada	\$6,767,690.75	Street Reconstruction	9/30/2008	Michelle Dennis	(775) 348-0171	11105 Terminal Way, Ste 108, Reno, NV 89502
Regional Transportation Commission	RTC Los Altos Parkway	\$1,824,007.00	Street Reconstruction	8/31/2008	Doug Maloy	(775) 348-0171	11105 Terminal Way, Ste 108, Reno, NV 89520
City of West Sacramento	Tower Bridge Gateway	\$4,329,007.00	Street Reconstruction	8/31/2008	Lenard LaChapelle	(916) 617-4645	1110 W. Capitol Ave, W. Sacramento CA 95891
Elko County Commissioners	Jiggs Road Chip Seal	\$414,007.00	Chip Seal	8/25/2008	Otis W. Tipton, III	(775) 738-5036	1994 River Street, Elko, NV 89801
Truckee Meadows Water Authority	Pyramid Water Tank	\$1,436,007.00	Sitework/Tank/Piping	8/1/2008	Jim Puccinelli	(775) 834-8056	1355 Capital Blvd., Reno, NV 89502
California Department of Transportation	Caltrans #05-290904 Kings Beach	\$1,927,007.00	Drainage Improvements	5/1/2008	Tim Crosby	(530) 587-5698	1727 - 30th Street, Sacramento, CA 95816

BID PROPOSAL

BP. 9 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or Local department or agency.
 - b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (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.
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) 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.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.



 Signature of Authorized Certifying Official

 Kevin L. Robertson

 Printed Name

President

 Title

 June 7, 2016

 Date

I am unable to certify to the above statement. My explanation is attached.

Signature

Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2014	.94	1.51
2015	.85	1.02

¹ E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.

² OSHA Incident Rate is the number of OSHA Recordable Accidents per 100 employees and is calculated as the number of accidents divided by 208,000.

BID PROPOSAL

SUBCONTRACTORS

BP.10 INSTRUCTIONS: for Subcontractors and General Contractors who self-perform in amounts exceeding five (5) percent of bid amount. This information must be submitted with your bid proposal. The bidder shall enter **NONE** under **Name of Subcontractor** if not utilizing subcontractors exceeding this amount and per NRS 338.141 the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor Sierra Nevada Construcion, Inc.	Address P.O. Box 50760, Sparks, Nevada 89435	
Phone 775-355-0420	Nevada Contractor License # 25565	Limit of License unlimited
Description of work <i>demo & removals, excavation, aggregate base, grading, adjust utilities, paving, traffic control, mob(partial), concrete flatwork (partial)</i>		
Name of Subcontractor <i>Reno Concrete Inc.</i>	Address <i>PO Box 34210, Reno, NV 89533</i>	
Phone <i>775-829-2200</i>	Nevada Contractor License # <i>40810</i>	Limit of License <i>3,000,000.00</i>
Description of work <i>concrete flatwork (partial)</i>		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP.11 INSTRUCTIONS: for Subcontractors exceeding one (1) percent of bid amount or \$50,000 whichever is greater. This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor Sierra Nevada Construction, Inc.	Address P.O. Box 50760, Sparks, Nevada 89435	
Phone 775-355-0420	Nevada Contractor License # 25565	Limit of License unlimited
Description of work <i>demo & removals, excavation, aggregate base, grading, adjust utilities, paving, traffic control, mob (partial), concrete flatwork (partial)</i>		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP. 12 INSTRUCTIONS: for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

BP. 13

WORKERS EMPLOYED REPORT INSTRUCTIONS FOR COMPLETION

Effective July 1, 2013, contractors who receive a preference in bidding on a public work must submit an affidavit to the public body certifying that 50 percent of all workers employed on the public work, including any employees of the contractor and of any subcontractor, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles. Pursuant to NRS 338.070(4), a contractor and each subcontractor engaged on a public work shall keep an accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card, the name of the worker, the driver's license number or identification card number of the worker, and the state or other jurisdiction that issued the license or card. A copy of this record must be received by the public body no later than 15 days after the end of the month. Additionally, the contractor and any subcontractor will maintain and make available for inspection within Nevada his or her records concerning payroll relating to the public work.

- EACH contractor and subcontractor must complete the Workers Employed Report.
- You may make additional copies of the report as necessary.
- A copy of this report must be submitted with the monthly certified payroll report.
- Submit Identification log monthly listing all employees that worked for that month. The Identification log should correspond with the certified payroll reports. If employees are not working in a given month then they should not be listed on said report.

This report is intended to serve as a cumulative list of all workers employed by the contractor and subcontractor over the duration of the project to verify compliance with the minimum requirements of the affidavit.

BID PROPOSAL

Local Preference Affidavit

(This form is required to receive a preference in bidding)

I, Kevin L. Robertson, on behalf of the Contractor, Sierra Nevada Construction, Inc., swear and affirm that in order to be in compliance with NRS 338.XXX* and be eligible to receive a preference in bidding on Project No. 1516-141, Project Name Airport Rd. Improvements, certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of Sierra Nevada Construction, Inc., I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. XXX*:

1. The Contractor shall ensure that 50 percent of the workers employed on the job possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.
4. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

***Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 172 effective 7/1/13, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using the preference program and awarded this project. These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid.**

By: Kevin L. Robertson Title: President

Signature: [Signature] Date: June 7, 2016

Signed and sworn to (or affirmed) before me on this 7th day of June, 2016,
by Kevin L. Robertson (name of person making statement).

State of Nevada)

)ss.

County of Washoe)

[Signature] STAMP AND SEAL
Notary Signature





NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-01-27-0032

SIERRA NEVADA CONSTRUCTION, INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER 25565 ORIGINAL ISSUE DATE: 07/05/1988 BUSINESS TYPE: CORPORATION CLASSIFICATION: A-GENERAL ENGINEERING MONETARY LICENSE LIMIT: UNLIMITED STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON AUGUST 1, 2015 AND EXPIRES ON JULY 31, 2016, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



NANCY MATHIAS, LICENSING ADMINISTRATOR
FOR MARGI GREIN, EXECUTIVE OFFICER

DATE

7/16/2015



The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance with NRS 338.147 or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

BID PROPOSAL

BP.14 ACKNOWLEDGMENT AND EXECUTION: _____

STATE OF Nevada)
) SS
COUNTY OF Washoe)

I Kevin L. Robertson (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "Airport Road Improvements Hwy 50 to Woodside Project", contract number 1516-141, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

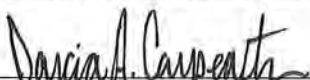
BIDDER:

PRINTED NAME OF BIDDER: Kevin L. Robertson
TITLE: President
FIRM: Sierra Nevada Construction, Inc.
Address: P.O. Box 50760
City, State, Zip: Sparks, Nevada 89435
Telephone: 775-355-0420
Fax: 775-355-0535
E-mail Address: bids@snc.biz


(Signature of Bidder)

DATED: June 7, 2016

Signed and sworn (or affirmed) before me on this 7th day of June, 2016, by Kevin L. Robertson


(Signature of Notary)

(Notary Stamp)





STAFF REPORT

Report To: The Carson City Regional Transportation Commission **Meeting Date:** July 13, 2016

Staff Contact: Patrick Pittenger, Transportation Manager

Agenda Title: (For Possible Action) To determine that Cruz Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1516-158 "Appion Way Reconstruction Project" for base bid of \$210,377.45 plus Alternate 2 price of \$79,788.25 for a contract price of \$290,165.70, plus a 10% contingency amount of up to \$29,016.57 for a total not to exceed amount of \$319,182.27 to be funded from Street Repair Account as provided in FY 2017 budget.

Staff Summary: Carson City received sealed bids for all labor, material, tools and equipment necessary to complete the Appion Way - Roadway Reconstruction Project. The project includes reconstructing Appion Way from Bigelow Drive to California Drive. Items of work include but are not limited to removing the existing roadway section and repaving the road.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to determine that Cruz Construction, Inc. is the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 338 and to award Contract No. 1516-158 "Appion Way Reconstruction Project" for base bid of \$210,377.45 plus Alternate 2 price of \$79,788.25 for a contract price of \$290,165.70, plus a 10% contingency amount of up to \$29,016.57 for a total not to exceed amount of \$319,182.27 to be funded from Street Repair Account as provided in FY 2017 budget.

Background/Issues & Analysis

NOTICE TO CONTRACTORS were distributed on May 19, 2016, and the NOTICE TO CONTRACTORS was published in the Nevada Appeal on June 15, 2016. The bids were opened at approximately 11:10 a.m. on June 7, 2016, at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening were: Darcy Carpenter; Sierra Nevada Construction, Kale Perry; Cruz Construction, Dee Westmoreland; MKD Construction, Brian Elder; Public Works Department, Alana Mills and Sheri Russell; Finance Department.

Bids were received from the following bidders. Please refer to the BID TABULATION for specifics.

<u>Name of Bidder</u>	<u>Total Bid (Base + Alternate 2)</u>
Cruz Construction	\$290,165.70
Sierra Nevada Construction	\$440,407.00
MKD Construction	\$561,427.00

Staff recommends award to Cruz Construction, Inc. as the lowest responsive and responsible bidder pursuant to NRS Chapter 338.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: 250-3035-431.70-40

Is it currently budgeted? Yes No

If approved the Street Repair Fund will be reduced by \$319,182.27

Alternatives - N/A

Supporting Material

- Bid Tabulation Report

-Draft contract

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

**Bid Tabulation Report from Carson City Purchasing & Contracts
775-283-7137**

<http://www.carson.org/index.aspx?page=998>

Notice to Contractors Bid# 1516-158 Appion Way Reconstruction Project

Date and Time of Opening: June 15, 2016 @ 11:10 a.m.

Description				Bidder # 1		Bidder # 2		Bidder # 3	
				Cruz Construction		SNC		MKD	
BONDING Provided, \$, %, or no				5%		5%		5%	
BIDDER acknowledges receipt addendums				0		0		0	
Description	Sched Value	Unit	Unit price	Total price	Unit price	Total price	Unit price	Total price	
Base Bid Items - Schedule A									
1	Mobilization, Demobilization, and Clean-up	1	LS	\$3,000.00	\$3,000.00	\$27,282.00	\$27,282.00	\$39,500.00	\$39,500.00
2	Traffic Control	1	LS	\$4,850.00	\$4,850.00	\$25,000.00	\$25,000.00	\$48,000.00	\$48,000.00
3	Remove and Off-Haul Existing Asphalt and Material to Accommodate New Pavement Section	50500	SF	\$0.70	\$35,350.00	\$1.15	\$58,075.00	\$1.98	\$99,990.00
4	3" Type 2 Plantmix Pavement PG 64-28 NV on 6" Aggregate Base	52,600	SF	\$2.72	\$143,072.00	\$2.80	\$147,280.00	\$3.50	\$184,100.00
5	Type 2 Aggregate Base Shouldering	1,950	LF	\$5.65	\$11,017.50	\$15.00	\$29,250.00	\$9.00	\$17,550.00
6	Construct PCC Valley Gutter	215	SF	\$18.13	\$3,897.95	\$22.00	\$4,730.00	\$30.00	\$6,450.00
7	Sawcut Existing PCC Driveway	40	LF	\$10.00	\$400.00	\$11.00	\$440.00	\$11.50	\$460.00
8	Adjust Existing Water Valve Can to Grade	6	EA	\$150.00	\$900.00	\$925.00	\$5,550.00	\$1,200.00	\$7,200.00
9	Adjust Existing Sewer Manhole to Grade	6	EA	\$1,075.00	\$6,450.00	\$1,400.00	\$8,400.00	\$1,400.00	\$8,400.00
10	Reinstall Sign and Post	4	EA	\$360.00	\$1,440.00	\$350.00	\$1,400.00	\$350.00	\$1,400.00
BP.2 Total Bid Price (Schedule A)				*\$210,377.45		*\$307,407.00		\$413,050.00	
Additive Alternative 1- Schedule B:									
11	Mobilization, Demobilization, and Clean-up	1	LS	\$1,500.00	\$1,500.00	\$20,000.00	\$20,000.00	\$21,000.00	\$21,000.00
12	Traffic Control	1	LS	\$3,000.00	\$3,000.00	\$11,647.50	\$11,647.50	\$20,000.00	\$20,000.00
13	Remove and Off-Haul Existing Asphalt and Material to Accommodate New Pavement Section	17,720	SF	\$0.70	\$12,404.00	\$1.25	\$22,150.00	\$2.25	\$39,870.00
14	Remove PCC Curb, Gutter and Sidewalk	520	SF	\$2.88	\$1,497.60	\$3.50	\$1,820.00	\$10.00	\$5,200.00
15	3" Type 2 Plantmix Pavement PG 64-28 NV on 6" Aggregate Base	22,450	SF	\$2.72	\$61,064.00	\$3.10	\$69,595.00	\$3.42	\$76,779.00
16	Type 2 Aggregate Base Shouldering	500	LF	\$6.90	\$3,450.00	\$10.00	\$5,000.00	\$9.00	\$4,500.00
17	Construct Type A PCC Sidewalk	1,865	SF	\$9.49	\$17,698.85	\$14.25	\$26,576.25	\$8.00	\$14,920.00
18	Construct PCC Driveway Apron	450	SF	\$16.66	\$7,497.00	\$23.00	\$10,350.00	\$20.00	\$9,000.00
19	Construct AC Driveway Transition	355	SF	\$9.01	\$3,198.55	\$16.25	\$5,768.75	\$28.00	\$9,940.00
20	Construct Type 1 PCC Curb and Gutter	380	LF	\$42.00	\$15,960.00	\$65.00	\$24,700.00	\$45.00	\$17,100.00
21	Construct PCC Parallel Curb Ramp with Detectable Warning Plates	145	SF	\$34.82	\$5,048.90	\$36.50	\$5,292.50	\$40.00	\$5,800.00
22	Permanent Pavement Markings	1	LS	\$520.00	\$520.00	\$400.00	\$400.00	\$450.00	\$450.00
23	Reinstall Sign and Post	1	EA	\$360.00	\$360.00	\$300.00	\$300.00	\$350.00	\$350.00
BP.3 Total Bid Price (Schedule B)				*\$133,198.90		\$205,000.00		\$224,909.00	
Additive Alternative 2 - Schedule C:									
24	Mobilization, Demobilization, and Clean-up	1	LS	\$1,500.00	\$1,500.00	\$13,000.00	13000	\$10,000.00	\$10,000.00
25	Traffic Control	1	LS	\$2,500.00	\$2,500.00	\$16,014.50	16014.5	\$9,000.00	\$9,000.00
26	Remove and Off-Haul Existing Asphalt and Material to Accommodate New Pavement Section	18,470	SF	\$0.70	\$12,929.00	\$1.15	21240.5	\$2.50	\$46,175.00
27	3" Type 2 Plantmix Pavement PG 64-28 NV on 6" Aggregate Base	19,320	SF	\$2.72	\$52,550.40	\$3.50	67620	\$3.60	\$69,552.00
28	Type 2 Aggregate Base Shouldering	675	LF	\$11.11	\$7,499.25	\$15.00	10125	\$12.00	\$8,100.00
29	Adjust Existing Water Valve Can to Grade	2	EA	\$150.00	\$300.00	\$925.00	1850	\$1,200.00	\$2,400.00
30	Adjust Existing Sewer Manhole to Grade	2	EA	\$1,075.00	\$2,150.00	\$1,400.00	2800	\$1,400.00	\$2,800.00
31	Reinstall Sign and Post	1	EA	\$360.00	\$360.00	\$350.00	\$350.00	\$350.00	\$350.00
Total Base Bid Price (Schedule C)				*\$79,788.25		\$133,000.00		\$148,377.00	
Total Bid Price written in words? y/n									
				Y		Y		Y	
Bidder Information provided? y/n									
				Y		Y		Y	
Sub Contractors listed? y/n or none									
				5%, 1%, Other		5%, 1%, Other		5%, 1%	
Bid Document executed? y/n									
				Y		Y		Y	
* Mathematical Error-Does Not Match Bidder's Bid Summary									

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-158

Title: Appion Way Reconstruction Project

THIS CONTRACT made and entered into this 13th day of July, 2016, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Cruz Construction, Inc., hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 338 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, this Contract involves a "public work," which pursuant to NRS 338.010(17) means any project for the new construction, repair or reconstruction of an applicable project financed in whole or in part from public money; and

WHEREAS, **CONTRACTOR'S** compensation under this agreement (does___) (does not X___) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 1516-158**, titled **Appion Way Reconstruction Project** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Regional Transportation Commission.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 The parties agree that the Scope of Work will be specifically described and hereinafter referred to as the "WORK." This Contract incorporates the following attachments, and a **CONTRACTOR'S** attachment shall not contradict or supersede any **CITY** specifications and/or terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

2.1.1 **CONTRACTOR** agrees that the Contract Documents for Bid No.1516-158 including, but not limited to, the Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Contract Award Information, General Conditions, Special Conditions, Technical Specification, Prevailing Wages, Contract Drawings, and Addenda, if any, are intended to be complete and complementary and are intended to describe a complete WORK. These documents are incorporated herein by reference and made a part of this Contract. All of these documents can be reviewed in person at the Public Works Department 3505 Butti Way, Carson City, Nevada, 89701 or on the Carson City Website <http://ww.carson.org/currentbids>.

2.1.2 **CONTRACTOR** additionally agrees **CONTRACTOR'S** Bid Bond, Bid Proposal, Proposal Summary, Executed Contract, Performance Bond, Labor and Material Bond, Certificate of Eligibility, Insurance Certificates, Permits, Notice of Award, Notice to Proceed and Executed Change Orders, hereinafter all referred to as Exhibit A, are incorporated herein and made a part of this Contract.

For P&C Use Only

CCBL expires _____

NVCL expires _____

GL expires _____

AL expires _____

WC expires _____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

Contract No: 1516-158

Title: Appion Way Reconstruction Project

3. CONTRACT TERM AND LIQUIDATED DAMAGES:

3.1 **CONTRACTOR** agrees to complete the WORK on or before the date specified in the Notice to Proceed or any executed Change Orders to the entire satisfaction of **CITY** before final payment is made, unless sooner termination by either party as specified in **Section 6** (CONTRACT TERMINATION) and the General Conditions, Section GC 3.18.

3.2 Pursuant to the provisions under Time for Completion and Liquidated Damages in the Contract Documents of said Specifications, **CONTRACTOR** will complete the WORK within the Contract time. Since **CITY** and **CONTRACTOR** agree it is difficult to ascertain the actual amount of damages incurred due to delay of the Project, it is agreed that **CITY** will be paid the liquidated damages as specified in the Contract Special Conditions for each and every calendar day of delay in the completion of the WORK, in addition to any direct charges incurred by **CITY** as a result of delay of the Project, including engineering fees and additional damages due to late construction. **CITY** also reserves the right to deduct any amounts due **CITY** from any monies earned by **CONTRACTOR** under this Contract.

3.3 That in the performance of this Contract, **CONTRACTOR** and any subcontractors, as employers, shall pay 1 ½ times an employee's regular wage rate whenever an employee who received compensation for employment at a rate less than 1 ½ time the minimum wage who works more than forty (40) hours in any scheduled work week, more than eight (8) hours in a day, unless by mutual agreement the employee works a scheduled ten (10) hours per day for four (4) calendar days within a work week. Employers should refer to NRS 608.018, NRS 338.020 and A.O. 2013-04 for further details on overtime requirements.

4. NOTICE:

4.1 Except the bid and award process where notices may be limited to postings by **CITY** on its Finance Department/Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Kale Perry
Cruz Construction, Inc.
19 Cygnet Drive
Moundhouse, NV 89
email: Kale@cruzconstruction.com

4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Laura Tadman, Purchasing and Contracts Administrator
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137 / FAX 775-887-2107
LTadman@carson.org

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5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the WORK specified in the Contract for the Contract Amount of Base Bid of Two Hundred Ten Thousand Three Hundred Seventy Seven Dollars (\$210,377) plus Alternate 2 of Seventy Nine Thousand Seven Hundred Eighty Eight Dollars and 23/100 (\$79,788.25) for a total amount of Two Hundred Ninety Thousand One Hundred Sixty Five Dollars and 70/100 (\$290,165.70).

5.2 **CITY** will pay **CONTRACTOR** progress payments and the final payment computed from the actual quantities of WORK performed and accepted and the materials furnished at the Unit and Lump Sum prices shown on **CONTRACTOR'S** Bid Proposal and any executed Change Orders.

5.3 Contract Amount represents full and adequate compensation for the complete WORK, and includes the furnishing of all materials, all labor, equipment, tools, transportation, services, appliances, and all expenses, direct or indirect connected with the proper execution of the WORK.

5.4 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6. CONTRACT TERMINATION:

6.1 Termination Without Cause:

6.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

6.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for WORK actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of WORK not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of WORK not performed, or unabsorbed overhead, in the event of a convenience termination.

6.2 Termination for Nonappropriation:

6.2.1 All payments and WORK provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

6.3 Cause Termination for Default or Breach:

6.3.1 A default or breach may be declared with or without termination.

6.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

6.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, WORK, deliverables, goods, or any services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time

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requirements; or

6.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

6.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

6.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

6.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

6.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

6.3.2.7 **CITY** may terminate this Contract if **CONTRACTOR**:

6.3.2.7.1 Fails to maintain bonding, Nevada State Contractors' Board License, State Industrial Insurance requirements or insurance policies for limits as defined in this Contract; or

6.3.2.7.2 Persistently or materially refuses or fails to supply properly skilled workers or proper materials; or

6.3.2.7.3 Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between **CONTRACTOR** and the subcontractors; or

6.3.2.7.4 Disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or

6.3.2.7.5 Otherwise makes a material breach of a provision of this Contract; or

6.3.2.7.6 **CONTRACTOR** fails to maintain safe working conditions.

6.3.3 When any of the **Subsection 6.3.2.7.1 through 6.3.2.7.6, inclusive**, cause reasons exist, and without prejudice to any other rights or remedies of **CITY**, **CITY** may terminate this Contract at any time after giving **CONTRACTOR** and **CONTRACTOR'S** Surety seven (7) calendar days written notice of default or breach and intent to terminate and **CONTRACTOR'S** subsequent failure to timely correct as provided below, and subject to any prior rights of the Surety, **CITY** may:

6.3.3.1 Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by **CONTRACTOR**;

6.3.3.2 Accept assignment of subcontractors pursuant to this Contract (Contingent

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Assignment of Subcontracts to Carson City if this Contract is terminated); and

6.3.3.3 Finish the WORK by whatever reasonable method **CITY** may deem expedient.

6.3.4 If **CITY** terminates this Contract for any of the cause reasons stated in **Section 6.3**:

6.3.4.1 **CONTRACTOR** shall not be entitled to receive further payment until the WORK is finished.

6.3.4.2 If the unpaid balance of the Contract Amount exceeds the cost of finishing the WORK including expenses made necessary thereby, such excess shall be paid to **CONTRACTOR**. If the costs of finishing the WORK exceed the unpaid balance, **CONTRACTOR** shall pay the difference to **CITY**. The amount to be paid to **CONTRACTOR** or **CITY**, as the case may be, shall survive termination of this Contract.

6.3.4.3 In the event of such cause termination, all monies due **CONTRACTOR** or retained under the terms of this Contract shall be held by **CITY**, however, such holdings will not release **CONTRACTOR** or its Sureties from liability for failure to fulfill this Contract. Any excess cost over and above the Contract Amount incurred by **CITY** arising from the termination of the operations of this Contract and the completion of the WORK by **CITY** as provided above shall be paid for by any available funds held by **CITY**. **CONTRACTOR** will be so credited with any surplus remaining after all just claims for such completion have been paid.

6.4 If at any time before completion of the WORK under this Contract, the WORK shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent government authority, **CITY** may give immediate notice to **CONTRACTOR** to discontinue the WORK and terminate this Contract. **CONTRACTOR** shall discontinue the WORK in such manner, sequence, and at such times as **CITY** may direct. **CONTRACTOR** shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the WORK thus dispensed with, nor for any claim for penalty, nor for any other claim such as unabsorbed overhead, except for the WORK actually performed up to the time of discontinuance, including any extra WORK ordered by **CITY** to be done.

6.5 Time to Correct (Declared Default or Breach):

6.5.1 Termination upon a declared default or breach may be exercised only after providing 7 (seven) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause, termination for nonappropriation or termination due to court injunction or order of a competent government authority.

6.6 Winding Up Affairs Upon Termination:

6.6.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 6.6** survive termination:

6.6.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

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and

6.6.1.2 **CONTRACTOR** shall satisfactorily complete WORK in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

6.6.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

6.6.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 21**.

6.7 Notice of Termination:

6.7.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

7. DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5):

7.1 **CONTRACTOR** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONTRACTOR** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered WORK. The statement shall be executed by **CONTRACTOR** or subcontractor or by an authorized officer or employee of **CONTRACTOR** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONTRACTOR** shall submit a Statement of Compliance that is prescribed by the Nevada Labor Commissioner or contains identical wording. Per NRS 338.070(6) the records maintained pursuant to subsection 5 must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONTRACTOR** engaged on the public work or subcontractor engaged on the public work shall ensure that a copy of each record for each calendar month is received by the public body awarding the contract (the **City**) **no later than 15 days after the end of the month**.

7.2 In the event federal funds are used for payment of all or part of this Contract, **CONTRACTOR** shall submit a Statement of Compliance form WH347 or a form with identical wording and a Statement of Compliance prescribed by the Nevada Labor Commissioner **within 7 days after the regular pay date for the pay period**. The original Statements shall be delivered to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance.

7.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS:

7.3.1 The higher of the Federal or local prevailing wage rates for **CITY**, as established by the Nevada Labor Commission and the Davis-Bacon Act, shall be paid for all classifications of labor on this project WORK. Should a classification be missing from the Davis-Bacon rates the **CONTRACTOR** shall complete a request of authorization for additional classification or rate form SF1444 in its entirety and submit it to the **CITY** for approval and submission to the U.S. Department of Labor. Also, in accordance with NRS 338, the hourly and daily wage rates for the State and Davis-Bacon must be posted at the work site by **CONTRACTOR**. **CONTRACTOR** shall ensure that a copy of **CONTRACTOR'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

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7.3.2 Per NRS 338.070(5) a **CONTRACTOR** engaged on a public work and each subcontractor engaged on the public work shall keep or cause to be kept:

(a) An accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work:

(1) The name of the worker;

(2) The occupation of the worker;

(3) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(4) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

(5) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and

(6) The actual per diem, wages and benefits paid to the worker; and

(b) An additional accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card:

(1) The name of the worker;

(2) The driver's license number or identification card number of the worker; and

(3) The state or other jurisdiction that issued the license or card.

7.3.3 The original payroll records shall be certified and shall be submitted weekly to Carson City Public Works, 3505 Butti Way, Carson City, Nevada 89703, attention Davis-Bacon/Federal Funding Compliance. Submission of such certified payrolls shall be a condition precedent for processing the monthly progress payment. **CONTRACTOR**, as General Contractor, shall collect the wage reports from the subcontractors and ensure the receipt of a certified copy of each weekly payroll for submission to **CITY** as one complete package.

7.3.4 Pursuant to NRS 338.060 and 338.070, **CONTRACTOR** hereby agrees to forfeit, as a penalty to **CITY**, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any WORK done under the Contract, by **CONTRACTOR** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

8. FAIR EMPLOYMENT PRACTICES:

8.1 Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONTRACTOR** and a public body such as **CITY**:

8.1.1 *In connection with the performance of work under this Contract, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.*

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8.1.2 **CONTRACTOR** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

9. PREFERENTIAL EMPLOYMENT:

9.1 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 C.F.R. § 31.36(c) *Competition*), pursuant to NRS 338.130, in all cases where persons are employed in the construction of public works, preference must be given, the qualifications of the applicants being equal: (1) First: To persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and are citizens of the State of Nevada. (2) Second: To other citizens of the State of Nevada.

9.2 Unless, and except if, this Contract is funded in whole or in part by federal grant funding (see 40 CFR § 31.36(c) *Competition*), in connection with the performance of WORK under this Contract, **CONTRACTOR** agrees to comply with the provisions of NRS 338.130 requiring certain preferences to be given to which persons are employed in the construction of a public work. If **CONTRACTOR** fails to comply with the provisions of NRS 338.130, pursuant to the terms of NRS 338.130(3), this Contract is void, and any failure or refusal to comply with any of the provisions of this section renders this Contract void.

10. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

11. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

12. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

13. INDEMNIFICATION:

13.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

13.2 Except as otherwise provided in **Subsection 13.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the

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same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

13.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

13.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

13.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

13.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

14. **INDEPENDENT CONTRACTOR:**

14.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform WORK for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the WORK, and not as to the means by which the WORK are accomplished.

14.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted WORK pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

14.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

14.4 **CONTRACTOR**, in addition to **Section 13** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

14.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

15. **INSURANCE REQUIREMENTS (GENERAL):**

15.1 **NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by the specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties. These general insurance requirements do not include terms related to bond(s) required for this Contract, which are set forth in the CITY'S solicitation and below in this Contract following the execution pages.**

15.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

15.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

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15.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

15.5 *Insurance Coverage (15.6 through 15.23):*

15.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

15.6.1 Final acceptance by **CITY** of the completion of this Contract; or

15.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

15.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

15.7 *General Insurance Requirements (15.8 through 15.23):*

15.8 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701 as a certificate holder.

15.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

15.10 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

15.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

15.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

15.13 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 3, Carson City, NV 89701.

15.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

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15.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

15.16 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

15.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 15.9** (Additional Insured).

15.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

15.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

15.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

15.20.1 *Minimum Limits required:*

15.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.

15.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations. Aggregate

15.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.

15.20.5 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

15.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

15.21.1 *Minimum Limit required:*

15.21.2 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

15.21.3 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

15.22 **PROFESSIONAL LIABILITY INSURANCE (Architects, Engineers and Land Surveyors)**

15.22.1 *Minimum Limit required:*

15.22.2 One Million Dollars (\$1,000,000.00).

15.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

15.22.4 Discovery period: Three (3) years after termination date of this Contract.

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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15.22.5 A certified copy of this policy may be required.

15.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

15.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000.00 each employee per accident for bodily injury by accident or disease.

15.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

16. **BUSINESS LICENSE:**

16.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

16.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or WORK or any services of this Contract. **CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

18. **WAIVER OF BREACH:**

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

19. **SEVERABILITY:**

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. **ASSIGNMENT / DELEGATION:**

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

21. **CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

21.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

21.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

21.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

22. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY:

CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING:

24.1 *In the event federal grant funds are used for payment of all or part of this Contract:*

24.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

24.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

24.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

24.14.1 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration

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(FTA)49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

25. LOBBYING:

25.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

25.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

25.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

25.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

26. GENERAL WARRANTY:

CONTRACTOR warrants that it will perform all WORK required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar WORK, under the same or similar circumstances, in the State of Nevada.

27. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Regional Transportation Commission and only for the period of time specified in this Contract. Any WORK performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

28. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the WORK under this Contract involves a “public work” as defined under NRS 338.010(17), then pursuant to NRS 338.150, a public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution (“ADR”) before initiation of a judicial action if a dispute arising between the public body and the **CONTRACTOR** engaged on the public work cannot otherwise be settled. Therefore, unless ADR is otherwise provided for by the parties in any other incorporated attachment to this Contract, in the event that a dispute arising between **CITY** and **CONTRACTOR** regarding that public work cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

29. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

30. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Regional Transportation Commission. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same

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matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

31. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

AND ALL SUPPLEMENTAL AGREEMENTS AMENDING OR EXTENDING THE WORK CONTEMPLATED.

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CITY

Chief Financial Officer
Attn: Laura Tadman, Purchasing & Contracts Administrator
Purchasing and Contracts Department
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
LTadman@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: _____
Nancy Paulson, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT

BY: Darren Schulz, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
DSchulz@carson.org

Account #250-3035-431.70-70
Project # 031607

By: _____

Dated: _____

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR

BY: Kale Perry

TITLE:

FIRM: Cruz Construction, Inc.

CARSON CITY BUSINESS LICENSE #: 16-10102

NEVADA CONTRACTORS LICENSE #: 41648A

Address: 19 Cygnet Drive

City: Moundhouse **State:** NV **Zip Code:** 89706

Telephone: 775-883-6161

E-mail Address: Kale@cruzconstruction.com

(Signature of Contractor)

DATED _____

STATE OF _____)

)**ss**

County of _____)

Signed and sworn (or affirmed before me on this _____ day of _____, 20__.

(Signature of Notary)

(Notary Stamp)

CONSTRUCTION INDEPENDENT CONTRACTOR AGREEMENT

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CONTRACT ACCEPTANCE AND EXECUTION:

The Regional Transportation Commission for Carson City, Nevada at their publicly noticed meeting of July 13, 2016, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1516-158** and titled **Appion Way Reconstruction Project**. Further, the Regional Transportation Commission authorizes the Chairperson of the Regional Transportation Commission of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI, CHAIRPERSON

DATED this 13th day of July, 2016.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 13th day of July, 2016.

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PERFORMANCE BOND

Doc. No. 2151
(Rev. 11-17-99)

KNOW ALL MEN BY THESE PRESENTS, that I/we _____
_____ as Principal, hereinafter called CONTRACTOR,
and

_____ a corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter called CITY, for the sum of \$ _____ Dollars (state sum in Words) _____

_____ for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, entered into a contract with CITY for **BID # 1516-158** and titled **Appion Way Reconstruction Project** in accordance with drawings and specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by CITY and its obligation is not affected by any such alteration or extension provided the same is within the scope of the Contract. Whenever CONTRACTOR shall be, and is declared by CITY to be in default under the Contract, CITY having performed CITY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by CITY and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and CITY, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by CITY to CONTRACTOR. No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or successors of CITY.

LABOR AND MATERIAL PAYMENT BOND

Doc. No. 2152
(Rev. 11-17-99)

KNOW ALL MEN BY THESE PRESENTS, that I/we _____
_____ as Principal, hereinafter called
CONTRACTOR, and _____ a
corporation duly organized under the laws of the State of Nevada, as Surety, hereinafter called the Surety, are
held and firmly bound unto Carson City, Nevada a consolidated municipality of the State of Nevada, hereinafter
called CITY, for the \$ _____ Dollars (state sum in words) _____
_____ for
the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a contract with
CITY for **BID #1516-158** and titled **Appion Way Reconstruction Project** in accordance with drawings and
specifications prepared by CITY and which contract is by reference made a part hereof, and is hereinafter
referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if
CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material
used or reasonably required for use in the performance of the Contract, then this obligation shall be void;
otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) A claimant is defined as one having a direct contract with CONTRACTOR or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- 2) The above-named Principal and Surety hereby jointly and severally agree with CITY that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. CITY shall not be liable for the payment of any costs or expenses of any such suit.
- 3) No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with CONTRACTOR, shall have given written notice to any two of the following: CONTRACTOR, CITY, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.
 - b) After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
 - c) Other than in a court of competent jurisdiction for the county or district in which the construction Contract was to be performed.

BID PROPOSAL

CITY OF CARSON CITY, NEVADA – BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned Cruz Construction Company, Inc., as "Principal," and Nationwide Mutual Insurance Company, as "Surety," are hereby held and firmly bound unto the City of Carson City, Nevada, as "Obligee," in the penal sum of Five Percent of bid dollars (\$ 5% of bid) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

WHEREAS, NRS 332.105 authorizes local governments to require bid bonds to insure execution and proper performance of the Contract and the Bonding Company has an "A" or better rating with Moody's or A.M. Best and T-Listed with the U.S. Treasury Department;

AND, WHEREAS, the Principal has submitted a bid for Bid # 1516-158, PWP # 2016-185, for the Project Title: Appion Way Reconstruction Project.

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents ("Contract") to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee's actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.

Signed, Sealed and dated: June 15, 2016

Cruz Construction Company, Inc.
Principal
By: Kala Pung

Nationwide Mutual Insurance Company
Surety
By: Anita Enders
Anita Enders, Attorney in Fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

ROGER GLEN TODD
KATHRYN A. RIKALO

LINDA AVASSO
ANITA M. ENDERS

CAROLYN J. MONDA
NANCY A. LUTHER

CARSON CITY NV

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS \$ 1,500,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13th day of February, 2014.



Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss
On this 13th day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

Sandy Alitz
Notarial Seal - Iowa
Commission Number 152785
My Commission Expires March, 24, 2017

Sandy Alitz

Notary Public
My Commission Expires
March 24, 2017

CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 15th day of June, 2016.

Robert W Horner III

Secretary

This Power of Attorney Expires 11/29/18



NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-01-06-27-0196

CRUZ CONSTRUCTION CO INC (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 00416484 ORIGINAL ISSUE DATE: 12/02/1997 BUSINESS TYPE: CORPORATION CLASSIFICATION: A-GENERAL ENGINEERING MONETARY LICENSE LIMIT: \$950,000 STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON JANUARY 1, 2016 AND EXPIRES ON DECEMBER 31, 2016, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.


NANCY MATHIAS, LICENSING ADMINISTRATOR DATE 12/09/2015
FOR MARGI A. GREIN, EXECUTIVE OFFICER



The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Exhibit A
Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

CRUZ CONSTRUCTION CO INC

Licensed since December 02, 1997

License No. 0041648A

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

A-GENERAL ENGINEERING

LIMIT: \$950,000

EXPIRES: 12/31/2016

STEVEN BELMIRO CRUZ, President Qualif

VASSILIKI CRUZ, Vice President



Chairman, Nevada State Contractors Board



BID PROPOSAL

BID # 1516-158

BID TITLE: "Apion Way Reconstruction Project"

NOTICE: No substitution or revision to this Bid Proposal form will be accepted. Carson City will reject any Bid that is received that has changes or alterations to this document. Although the Prevailing Wages are provided in this bid document, the bidder is responsible to verify with the Labor Commissioner if any addendums have been issued. The successful bidder will be required to provide the current Prevailing Wages used in preparation of their bid within 24 hours of bid submission.

PRICES will be valid for sixty (60) calendar days after the bid opening which is indicated in the Notice to Contractors.

A COPY OF CONTRACTOR'S "CERTIFICATE" of eligibility issued by the State of Nevada Contractors' Board as proof of Bidder's compliance with the provisions of N.R.S. 338.147 must be submitted with his/her bid for the preference to be considered. This Statute does not apply to projects expected to cost less than \$250,000.

COMPLETION of this project is expected **PURSUANT TO THE BID DOCUMENTS.**

BIDDER acknowledges receipt of 0 Addendums.

BP.1 SUMMARY

Description	Scheduled Value	Unit	Unit Price	Total Price	
Schedule A:					
1	Mobilization, Demobilization and Clean-Up	1	LS	3,000. ⁰⁰	
2	Traffic Control	1	LS	4,850. ⁰⁰	
3	Remove and Off-Haul Existing Asphalt and Material to Accommodate New Pavement Section	50,500	SF	0.70	35,350. ⁰⁰
4	3" Type 2 Plantmix Pavement PG 64-28 NV on 6" Aggregate Base	52,600	SF	2.72	143,072. ⁰⁰
5	Type 2 Aggregate Base Shouldering	1,950	LF	5.65	11,020. ⁰⁰
6	Construct PCC Valley Gutter	215	SF	18.13	3,900. ⁰⁰
7	Sawcut Existing PCC Driveway	40	LF	10.00	400. ⁰⁰
8	Adjust Existing Water Valve Can to Grade	6	EA	150.00	900. ⁰⁰
9	Adjust Existing Sewer Manhole to Grade	6	EA	1,075.00	6,450. ⁰⁰
10	Reinstall Sign and Post	4	EA	360.00	1,440. ⁰⁰
BP.2 Total Base Bid Price (Schedule A)				\$ 210,382.⁰⁰	
Additive Alternate 1 - Schedule B:					
11	Mobilization, Demobilization and Clean-Up	1	LS	1,500. ⁰⁰	
12	Traffic Control	1	LS	3,000. ⁰⁰	
13	Remove and Off-Haul Existing Asphalt and Material to Accommodate New Pavement Section	17,720	SF	0.70	12,404. ⁰⁰
14	Remove PCC Curb, Gutter and Sidewalk	520	SF	2.88	1,500. ⁰⁰
15	3" Type 2 Plantmix Pavement PG 64-28 NV on 6" Aggregate Base	22,450	SF	2.72	61,064. ⁰⁰
16	Type 2 Aggregate Base Shouldering	500	LF	6.90	3,450. ⁰⁰
17	Construct Type A PCC Sidewalk	1,865	SF	9.49	17,717. ⁰⁰
18	Construct PCC Driveway Apron	450	SF	16.66	7,500. ⁰⁰
19	Construct AC Driveway Transition	355	SF	9.01	3,200. ⁰⁰
20	Construct Type 1 PCC Curb and Gutter	380	LF	42.00	15,960. ⁰⁰
21	Construct PCC Parallel Curb Ramp With Detectable Warning Plates	145	SF	34.82	5,050. ⁰⁰

BID PROPOSAL

Exhibit A

22	Permanent Pavement Markings	1	LS		520. ⁰⁰
23	Reinstall Sign and Post	1	EA		360. ⁰⁰
BP.3 Total Base Bid Price (Schedule B)					\$ 133,225.⁰⁰
Additive Alternate 2 - Schedule C:					
24	Mobilization, Demobilization and Clean-Up	1	LS		1,500. ⁰⁰
25	Traffic Control	1	LS		2,500. ⁰⁰
26	Remove and Off-Haul Existing Asphalt and Material to Accommodate New Pavement Section	18,470	SF	0.70	12,929. ⁰⁰
27	3" Type 2 Plantmix Pavement PG 64-28 NV on 6" Aggregate Base	19,320	SF	2.72	52,550. ⁰⁰
28	Type 2 Aggregate Base Shouldering	675	LF	11.11	7,500. ⁰⁰
29	Adjust Existing Water Valve Can to Grade	2	EA	150.00	300. ⁰⁰
30	Adjust Existing Sewer Manhole to Grade	2	EA	1,075. ⁰⁰	2,150. ⁰⁰
31	Reinstall Sign and Post	1	EA		360. ⁰⁰
BP.4 Total Base Bid Price (Schedule C)					\$ 79,789.⁰⁰

BP.5 Total Base (Schedule (A)) Bid Price Written in Words:

TWO HUNDRED TEN THOUSAND THREE HUNDRED EIGHTY TWO

BP.6 Total Additive Alternate 1 (Schedule (B)) Bid Price Written in Words:

ONE HUNDRED THIRTYTHREE THOUSAND TWO HUNDRED TWENTY FIVE

BP.7 Total Additive Alternate 2 (Schedule (C)) Bid Price Written in Words:

SEVENTY NINE THOUSAND SEVEN HUNDRED EIGHTY NINE

BP.8 BIDDER INFORMATION:

Company Name:

Federal ID No.:	41648A	860869896
Mailing Address:	19 Cygnat Dr	
City, State, Zip Code:	Moundhouse NV 89706	
Complete Telephone Number:	775-883-6161	
Complete Fax Number:	775-246-5556	
Fax Number including area code:	775-246-5556	
E-mail:	Kale@CruzConstruction.com	

Contact Person / Title:

Contact Person / Title:	Kale Peery	
Mailing Address:	19 Cygnat Dr	
City, State, Zip Code:	Moundhouse NV	

BID PROPOSAL

Complete Telephone Number:	775-883-6161
Complete Fax Number:	775-883-6161
E-mail Address:	Kale @ cruz construction . com

BP.9 LICENSING INFORMATION:

Nevada State Contractor's License Number:	NV 41648A
License Classification(s):	General
Limitation(s) of License:	950,000.00
Date Issued:	12/2/1997
Date of Expiration:	12/31/16
Name of Licensee:	Steven B Cruz
Carson City Business License Number:	16-00010102
Date Issued:	Feb 3 2014
Date of Expiration:	Dec 31 2016
Name of Licensee:	Cruz Construction

BP.10 DISCLOSURE OF PRINCIPALS:

Individual and/or Partnership:

Owner 1) Name:	Steve Cruz
Address:	19 Cygnet Dr
City, State, Zip Code:	Moundhouse NV 89706
Telephone Number:	775-883-6161
Owner 2) Name:	
Address:	
City, State, Zip Code:	
Telephone Number:	
Other 1) Title:	

BID PROPOSAL

Name
Other 2) Title:
Name:

Corporation:

State in which Company is Incorporated:	Nevada
Date Incorporated:	June 1997
Name of Corporation:	Cruz Construction
Mailing Address	19 Cygnus Dr
City, State, Zip Code:	Moundhouse NV 89706
Telephone Number:	775-883-6161
President's Name:	Steve Cruz
Vice-President's Name:	Vicki Cruz
Other 1) Name & Title:	

BP.11 MANAGEMENT AND SUPERVISORY PERSONNEL:

Persons and Positions	Years With Firm
Name 1) Steve Cruz Title 1) president	18
Name 2) Kale Peery Title 2) gm	7
Name 3) Eddie Garcia Title 3) Project Manager	1
Name 4) Steve Brehler Title 4) Super	7

BID PROPOSAL

Name 5)	Larry Milligan	4
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Title 5) Super

Name 6)	
---------	--

Title 6)

(If additional space is needed, attach a separate page)

BID PROPOSAL

BP.12 REFERENCES:

Instructions:

List at least three (3) contracts of a similar nature performed by your firm in the last three (3) years. If **NONE**, use your Company's letterhead (and submit with your bid proposal) to list what your qualifications are for this contract. Carson City reserves the right to contact and verify, with any and all references listed, the quality of and the degree of satisfaction for such performance.

Clients: (if additional space is needed attach a separate page)

Company Name 1):
Contract Person:
Mailing Address: <i>Please See Attached</i>
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:
Company Name 2):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

PART V – PERFORMANCE HISTORY

SUCCESSFUL PROJECTS

- List 10 public works or private construction projects, or any combination thereof, that the applicant has successfully completed during the 5 years immediately preceding the date of the application for which the cost of the project is within the cost category for which the applicant seeks qualification to submit bids; and
- For each project, please duplicate this sheet and provide the information required below.

Applicant Project Manager on project: Steven B. Cruz Phone No.:

Project No.: 2484 Project Name: Carson City Utilities – Fulstone Wetlands Project

Street Address: 3 City/State/Zip:

Customer Project Manager: Tom Grundy Phone No.: 775 283-7137

Customer Name: City of Carson, Carson Utilities

Street Address: 3505 Butti Way City/State/Zip: Carson City, NV 89701

Principal Design Professional: None Phone No.:

Street Address: City/State/Zip:

Scope of Work:

Earthwork, re-veg, landscaping, irrigation, concrete side walk, DG trail, mob, clear and grub, curb and gutter. Fence modification, boulder re-location, bench, table, trash recept., wall, ped. Ramp, striping, maint.

Type of Construction:

Earthwork, landscaping

Type of Systems:

Please list the final contract amount: \$1,182,658.95

Date of substantial completion: December 17, 2010

PART V – PERFORMANCE HISTORY

SUCCESSFUL PROJECTS

- List 10 public works or private construction projects, or any combination thereof, that the applicant has successfully completed during the 5 years immediately preceding the date of the application for which the cost of the project is within the cost category for which the applicant seeks qualification to submit bids; and
- For each project, please duplicate this sheet and provide the information required below.

Applicant Project Manager on project: Kale Peery		Phone No.: 775 883-6161
Project No.: 3939	Project Name: Mail Room Parking Lot	
Street Address: 700 & 720 E 5 th St.	City/State/Zip: Carson City, NV	
Owner Project Manager: State Public Works Division		Email:
Owner Name:		
Street Address: 515 E. Musser St. Ste 102	City/State/Zip: Carson City, NV 89701	
Principal Design Professional:		Phone No: (775)684-1800
Street Address:	City/State/Zip:	
Scope of Work: Asphalt Reconstruction/Paving, Over Excavating, Striping, Bumpers		
Type of Construction: Asphalt Reconstruction/Paving, Over Excavating, Striping, Bumpers		
Type of Systems:		
Please list the final contract amount: \$181,000		
Date of substantial completion: 06/26/15		

PART V – PERFORMANCE HISTORY

SUCCESSFUL PROJECTS

- List 10 public works or private construction projects, or any combination thereof, that the applicant has successfully completed during the 5 years immediately preceding the date of the application for which the cost of the project is within the cost category for which the applicant seeks qualification to submit bids; and
- For each project, please duplicate this sheet and provide the information required below.

Applicant Project Manager on project: Kale Peery		Phone No.: 775 883-6161
Project No.: 3843	Project Name: Highland Inn	
Street Address: 3979 Lake Tahoe Blvd	City/State/Zip: South Lake Tahoe, CA 96150	
Owner Project Manager: F&B Inc		Email:
Owner Name:		
Street Address: P.O. Box 3655	City/State/Zip: Stateline, NV 89449	
Principal Design Professional:		Phone No: (775)691-9985
Street Address:	City/State/Zip:	
Scope of Work: Paving, Excavating, Striping, Installed Signs, Installed Parking Stalls		
Type of Construction: Paving, Excavating, Striping, Installed Signs, Installed Parking Stalls		
Type of Systems:		
Please list the final contract amount: \$134,000		
Date of substantial completion: 11/06/15		

PART V – PERFORMANCE HISTORY

SUCCESSFUL PROJECTS

- List 10 public works or private construction projects, or any combination thereof, that the applicant has successfully completed during the 5 years immediately preceding the date of the application for which the cost of the project is within the cost category for which the applicant seeks qualification to submit bids; and
- For each project, please duplicate this sheet and provide the information required below.

Applicant Project Manager on project: Kale Peery		Phone No.: 775 883-6161
Project No.: 2896	Project Name: Comstock Mine	
Street Address: 1200 American Flats Road	City/State/Zip: Virginia City, NV	
Owner Project Manager: Scott Jolcover	Email: sjolcover@aol.com	
Owner Name: Comstock Mining, Inc.		
Street Address: 1200 American Flats Road	City/State/Zip: Virginia City, NV 89440	
Principal Design Professional:	Phone No.:	
Street Address:	City/State/Zip:	
Scope of Work: Creation of pond for mine, excavation, pipe, grading and paving		
Type of Construction: Asphalt Paving		
Type of Systems:		
Please list the final contract amount: \$2,346,268.42		
Date of substantial completion: 10/20/2012		

PART V – PERFORMANCE HISTORY

SUCCESSFUL PROJECTS

<ul style="list-style-type: none"> List 10 public works or private construction projects, or any combination thereof, that the applicant has successfully completed during the 5 years immediately preceding the date of the application for which the cost of the project is within the cost category for which the applicant seeks qualification to submit bids; and For each project, please duplicate this sheet and provide the information required below. 	
Applicant Project Manager on project: Kale Peery	Phone No.: 775 883-6161
Project No.: 4102	Project Name: 61 Shoreline
Street Address: 61 Shoreline	City/State/Zip: Incline Village, NV
Owner Project Manager: Curtis McLachlan	Email:curtismclachlan@yahoo.com
Owner Name: McLachlan Construction	
Street Address: P.O. Box 4641	City/State/Zip: Incline Village, NV
Principal Design Professional:	Phone No.:
Street Address:	City/State/Zip:
Scope of Work: Demo, Excavation, Backfill, Boxes Installed, Installed Gas Line, Utilities	
Type of Construction: Demo, Excavation, Backfill, Boxes Installed, Installed Gas Line, Utilities	
Type of Systems:	
Please list the final contract amount: \$90,685	
Date of substantial completion: 11/09/15	

PART V – PERFORMANCE HISTORY

SUCCESSFUL PROJECTS

<ul style="list-style-type: none"> List 10 public works or private construction projects, or any combination thereof, that the applicant has successfully completed during the 5 years immediately preceding the date of the application for which the cost of the project is within the cost category for which the applicant seeks qualification to submit bids; and For each project, please duplicate this sheet and provide the information required below. 		
Applicant Project Manager on project: Kale Peery		Phone No.: 775 883-6161
Project No.: 4090	Project Name: Haggar Group	
Street Address: 7920 N. Virginia St.		City/State/Zip: Reno, NV 89509
Owner Project Manager: Chad Haggar		Email: chad@haggargroup.com
Owner Name: Haggar Group		
Street Address: 22222 Sherman Way #200		City/State/Zip: West Hills, CA 91303
Principal Design Professional:		Phone No.:
Street Address:		City/State/Zip:
Scope of Work: Asphalt Reconstruction, Over Excavation of wet/saturated non-structural material		
Type of Construction: Asphalt Reconstruction, Over Excavation of wet/saturated non-structural material		
Type of Systems:		
Please list the final contract amount: \$139,000		
Date of substantial completion: 12/01/15		

PART V – PERFORMANCE HISTORY

SUCCESSFUL PROJECTS

- List 10 public works or private construction projects, or any combination thereof, that the applicant has successfully completed during the 5 years immediately preceding the date of the application for which the cost of the project is within the cost category for which the applicant seeks qualification to submit bids; and
- For each project, please duplicate this sheet and provide the information required below.

Applicant Project Manager on project: Kale Peery Phone No.: 775 883-6161

Project No.: 3096 Project Name: 2012 Street Maintenance Project

Street Address: Zephyr Heights General Impr. Dist. City/State/Zip: Zephyr Heights, NV

Owner Project Manager: Joe Cacioppo, Project Engineer Email: joe@rci-nv.com

Owner Name: Zephyr Heights General Improvement District

Street Address: PO Box 50940 City/State/Zip: Sparks NV 89434

Principal Design Professional: Phone No.:

Street Address: City/State/Zip:

Scope of Work: Asphalt sealcoating, patching and crackfill

Type of Construction: Asphalt paving and repairs

Type of Systems:

Please list the final contract amount: \$169,736.45

Date of substantial completion: 10/09/2012

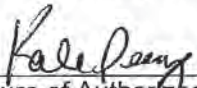
BID PROPOSAL

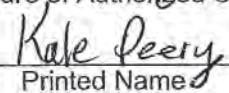
Company Name 3):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract
Scope of Work:
Company Name 4):
Contract Person:
Mailing Address:
City, State, Zip Code:
Complete Telephone Number:
E-Mail Address:
Project Title:
Amount of Contract:
Scope of Work:

BID PROPOSAL

BP. 13 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or Local department or agency.
 - b) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (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.
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) 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.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.



 Signature of Authorized Certifying Official


 Printed Name



 Title


 Date

I am unable to certify to the above statement. My explanation is attached.

Signature

Date

BIDDER'S SAFETY INFORMATION

Bidder's Safety Factors:

Year	"E-Mod" Factor ¹	OSHA Incident Rate ²
2014	.90	0
2015	4.65 ~ .95	4.65

¹ E-Mod (Experience Modification) Factors are issued by the Employer's Insurance Company of Nevada.

² OSHA Incident Rate is the number of OSHA Recordable Accidents per 100 employees and is calculated as the number of accidents divided by 208,000.

BID PROPOSAL

SUBCONTRACTORS

BP.14 INSTRUCTIONS: for Subcontractors and **General Contractors who self-perform** in amounts **exceeding five (5) percent of bid amount.** This information must be submitted with your bid proposal. The bidder shall enter **NONE** under **Name of Subcontractor** if not utilizing subcontractors exceeding this amount and **per NRS 338.141 the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project.** (This form must be complete in all respects. If, additional space is needed, attach a separate page).

Name of Subcontractor <i>Cruz Construction</i>	Address <i>19 Cygnus Dr Maudhouse NV 89706</i>	
Phone <i>883-6161</i>	Nevada Contractor License # <i>41648A</i>	Limit of License <i>950,000.00</i>
Description of work <i>All work</i>		
Name of Subcontractor <i>PRS</i>	Address <i>10240 San Serrano Way Jurupa Valley CA</i>	
Phone <i>951-682-1091</i>	Nevada Contractor License # <i>0036228</i>	Limit of License <i>unlimited</i>
Description of work <i>Asphalt grinding</i>		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of work		

BID PROPOSAL

SUBCONTRACTORS

BP.15 INSTRUCTIONS: for Subcontractors exceeding one (1) percent of bid amount or \$50,000 whichever is greater. This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor <i>Cruz Construction</i>		Address <i>19 Cygnus Dr Manalhouse NV</i>	
Phone <i>883-6161</i>	Nevada Contractor License # <i>41648A</i>	Limit of License <i>950,000</i>	
Description of work <i>All work</i>			
Name of Subcontractor <i>P.R.S</i>		Address <i>10240 San Severine Jurupa CA</i>	
Phone <i>951-682-1091</i>	Nevada Contractor License # <i>0036228</i>	Limit of License <i>unlimited</i>	
Description of work <i>Asphalt grinding</i>			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			

BID PROPOSAL

SUBCONTRACTORS

BP. 16 INSTRUCTIONS: for all Subcontractors not previously listed on the 5% and 1% pages. This information must be submitted by the three lowest bidders within twenty four (24) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above twenty four hours.

Name of Subcontractor <i>Cruz Construction</i>		Address <i>19 Cygnar Dr</i>	
Phone <i>863-6161</i>	Nevada Contractor License # <i>416489</i>	Limit of License <i>950,000</i>	
Description of work <i>All work</i>			
Name of Subcontractor <i>P.R.S</i>		Address <i>20240 San Seavine Way Jurupa Valley CA</i>	
Phone <i>951-682-1091</i>	Nevada Contractor License # <i>9036228</i>	Limit of License <i>unlimited</i>	
Description of work <i>Asphalt grinding</i>			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			
Name of Subcontractor		Address	
Phone	Nevada Contractor License #	Limit of License	
Description of work			

BID PROPOSAL

BP. 17

WORKERS EMPLOYED REPORT INSTRUCTIONS FOR COMPLETION

Effective July 1, 2013, contractors who receive a preference in bidding on a public work must submit an affidavit to the public body certifying that 50 percent of all workers employed on the public work, including any employees of the contractor and of any subcontractor, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles. Pursuant to NRS 338.070(4), a contractor and each subcontractor engaged on a public work shall keep an accurate record showing, for each worker employed by the contractor or subcontractor in connection with the public work who has a driver's license or identification card, the name of the worker, the driver's license number or identification card number of the worker, and the state or other jurisdiction that issued the license or card. A copy of this record must be received by the public body no later than 15 days after the end of the month. Additionally, the contractor and any subcontractor will maintain and make available for inspection within Nevada his or her records concerning payroll relating to the public work.

- EACH contractor and subcontractor must complete the Workers Employed Report.
- You may make additional copies of the report as necessary.
- A copy of this report must be submitted with the monthly certified payroll report.
- Submit Identification log monthly listing all employees that worked for that month. The Identification log should correspond with the certified payroll reports. If employees are not working in a given month then they should not be listed on said report.

This report is intended to serve as a cumulative list of all workers employed by the contractor and subcontractor over the duration of the project to verify compliance with the minimum requirements of the affidavit.

BID PROPOSAL

Local Preference Affidavit

(This form is required to receive a preference in bidding)

I, Eldon Buckley, on behalf of the Contractor, Cruz Construction, swear and affirm that in order to be in compliance with NRS 338.XXX* and be eligible to receive a preference in bidding on Project No. _____, Project Name _____, certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of _____, I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for one year, pursuant to NRS 338. XXX*:

1. The Contractor shall ensure that 50 percent of the workers employed on the job possess a Nevada driver's license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure at least 50 percent of the design professionals who work on the project (including sub-contractors) have a Nevada driver's license or identification card.
4. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

*Note that specific sections of NRS 338 detailing the continued procedures associated with the use of the "bidder's preference" have been amended by the passage of Assembly Bill 172 effective 7/1/13, requiring this affidavit and subsequent record keeping and reporting by the General Contractor using the preference program and awarded this project . These requirements are not applicable to Contractors who do not use the "Bidder's Preference" eligibility certificate in their bid.

By: Eldon Buckley Title: Estimator
Signature: Eldon Buckley Date: 6/15/16

Signed and sworn to (or affirmed) before me on this 15 day of June, 2016, by Eldon Buckley (name of person making statement).

State of Nevada)
)ss.
County of Carson City

Karen B
Notary Signature

STAMP AND SEAL



BID PROPOSAL

BP-18 ACKNOWLEDGMENT AND EXECUTION: _____

STATE OF Nevada)
COUNTY OF Carson City) SS

I Eldon Buckley (Name of party signing this Bid Proposal), do depose and say: That I am the Bidder or authorized agent of the Bidder; and that I have read and agree to abide by this Bid which includes, but is not limited to the following documents: Notice to Contractors, Table of Contents, Project Coordination, Instructions to Bidders, Bid Bond, Proposal Summary, Contract Award Instructions and Information, Sample Contract, Sample Performance Bond, Sample Labor and Material Payment Bond, General Conditions, Special Conditions, Standard Specifications, Prevailing Wage Rates, Technical Specifications, Geotechnical Report (if any), Contract Drawings, Permits (if any), and any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City (Owner) and to do and perform all work for the "Appion Way Reconstruction Project", contract number 1516-158, together with incidental items necessary to complete the work to be constructed in accordance with the Contract Documents, Contract Drawings, and Specifications annexed hereto.

BIDDER:

PRINTED NAME OF BIDDER: Eldon Buckley
TITLE: Estimator
FIRM: Cruz Construction Co Inc
Address: 19 cypress Dr
City, State, Zip: Moundhouse NV 89706
Telephone: 775-883-6161
Fax: 775-246-5554
E-mail Address: kele @ cruz construction . com

Eldon Buckley
(Signature of bidder)

DATED: 6-15-16

Signed and sworn (or affirmed) before me on this 15 day of June, 2016, by Eldon Buckley

Karen B
(Signature of Notary)



(Notary Stamp)



STAFF REPORT

Report To: The Carson City Regional Transportation Commission **Meeting Date:** July 13, 2016

Staff Contact: Patrick Pittenger, Transportation Manager

Agenda Title: (For Possible Action) To authorize the Transportation Manager to execute an amendment to cooperative agreement PR 569-14-063, between the Carson City RTC and the Nevada Department of Transportation (NDOT), for the Flashing Yellow Arrows Project and to authorize the Transportation Manager to sign future amendments to this agreement regarding time extensions.

Staff Summary: Additional funding from NDOT has been made available for the Flashing Yellow Arrows Project. In 2014, the project was approved for Federal Highway Safety Improvement Program (HSIP) funds to implement signal modifications including use of new traffic signal software, and construct sidewalk and curb ramp improvements at the intersections of North Carson Street and Winnie Lane and North Roop Street and East Robinson Street.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to authorize the Transportation Manager to execute an amendment to cooperative agreement PR 569-14-063, between the Carson City RTC and the NDOT, for the Flashing Yellow Arrows Project and to authorize the Transportation Manager to sign future amendments to this agreement regarding time extensions.

Background/Issues & Analysis

The original agreement was signed in December of 2014. The project is 100% designed and ready for construction. In April 2016, the project was advertised for bids and received only one bid that exceeded the project budget. Staff rejected the bid due to insufficient funds. In May 2016, the Nevada Department of Transportation informed City staff of additional available funding. The proposed agreement will increase the City's local 5% match from \$14,855 to \$22,248.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 338

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: 250-3035-431.70-40

Is it currently budgeted? Yes No

If approved the RTC Fund will be reduced by \$22,248. The 2016 budget item will be rolled over to 2017 and will be augmented to accommodate the additional cost in local match.

Alternatives - N/A

Supporting Material

- Agreement

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

Amendment No.1 to
Cooperative (LPA) Agreement No. PR569-14-063

This Amendment is made and entered into this _____ day of _____, _____, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and Carson City, acting by and through its Regional Transportation Commission, 3505 Butti Way, Carson City, NV 89701, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, on December 29, 2014 the parties entered into Agreement No. PR569-14-063 to delegate authority to the CITY to design, advertise, award and manage construction of the Flashing Yellow Arrow Project; and

WHEREAS, the bid prices for the PROJECT exceeded the available funding, and the DEPARTMENT is willing to provide additional funding; and

WHEREAS, this Amendment No. 1 is needed to increase the Federal Highway Safety Improvement Program (HSIP) funding to Four Hundred Twenty-Two Thousand Seven Hundred Seven and No/100 Dollars (\$422,707.00).

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR569-14-063.

NOW, THEREFORE, the parties agree as follows:

- A. Article I, Paragraph 3, is amended by deleting it in its entirety and inserting in its place,

"3. To obligate Federal Highway Safety Improvement Program (HSIP) funding for a maximum amount of Four Hundred Twenty-Two Thousand Seven Hundred Seven and No/100 Dollars (\$422,707.00)."
- B. Article II, Paragraph 23, is amended by deleting it in its entirety and inserting in its place,

"23. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed Twenty-Two Thousand Two Hundred Forty-Eight and No/100 Dollars (\$22,248.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the City. The CITY agrees that DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds."
- C. Article III, Paragraph 1, is amended by deleting it in its entirety and inserting in its place;

"1. The term of this Agreement shall be from the date first written above through and including December 31, 2018, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein."
- D. Article III, Paragraph 5, is amended by deleting it in its entirety and inserting in its place,

“5. The following is a summary of the TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Preliminary Engineering Costs:	\$ 2,000.00
CITY Preliminary Engineering Costs:	\$ 84,250.00
DEPARTMENT Construction Engineering Costs:	\$ 8,000.00
CITY Construction Engineering Costs:	\$ 14,000.00
CITY Construction Costs:	<u>\$ 336,705.00</u>

TOTAL ESTIMATED PROJECT COSTS: \$ 444,955.00

AVAILABLE FUNDING SOURCES:

Federal HSIP Funds:	\$ 422,707.00
CITY Match Funds:	<u>\$ 22,248.00</u>

TOTAL PROJECT FUNDING: \$ 444,955.00

Additional CITY Funds: \$ 63,295.00”

- E. All of the other provisions of Agreement No. PR569-14-063, dated December 29, 2014, shall remain in full force and effect as if set forth herein.

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

Carson City Regional Transportation
Commission

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

Patrick Pittenger, AICP, PTP
Transportation Manager

Director

Attest:

Approved as to Legality & Form:

Susan Merriwether, City Clerk

Deputy Attorney General



STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: July 13, 2016

Staff Contact: Dirk Goering, Senior Transportation Planner

Agenda Title: (For Possible Action) To approve the RTC to submit two Transportation Alternatives Program Grant (TAP) applications to be submitted by the Public Works Department for South Carson Street and a section of the Freeway Multi-Use Path improvements.

Staff Summary: Public Works staff has prepared two applications for TAP funds for proposed improvements to Carson Street and the Freeway Multi-Use Path.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve the RTC to submit two Transportation Alternatives Program Grant (TAP) applications to be submitted by the Public Works Department for South Carson Street and a section of the Freeway Multi-Use Path improvements.

Background/Issues & Analysis

Staff has prepared an application for TAP funds for proposed pavement preservation, bicycle, and pedestrian improvements to Carson Street and the Freeway Multi-Use Path. Proposed improvements for South Carson Street include enhancing business access, increasing safety through lighting and roadway improvements, improving pedestrian access and connectivity, adding bicycle lanes, and enhancing aesthetics through parkway landscaping and streetscape improvements. Proposed improvements for the Freeway Multi-Use Path include incorporation of bicycle and pedestrian access, landscaping improvements, and increased connectivity and mobility. All improvements would be made in an effort to make corridors more inviting to the public and thereby increase the attractiveness of local businesses located along corridors, which would increase the City's economic vitality. Both applications are supported by the City's Master Plan, specifically in chapters Land Use, Economic Vitality, Livable Neighborhoods & Activity Centers, and a Connected City, and the Unified Pathways Master Plan. The South Carson Street project limits include Freeway I-580 to Fairview Drive and the Freeway Multi-Use Path improvements project limits include Lompa Lane to College Parkway along Highway 50.

Applicable Statute, Code, Policy, Rule or Regulation

N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Infrastructure Fund for South Carson, RTC for the Freeway Multi-Use Path

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: 5% local match from 1/8 cent capital investment project for South Carson Street improvements and 5% local match from the RTC fund for the Multi-Use Path project.

Alternatives

Submitting only one application

Supporting Material

Application package

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

NEVADA TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FY 2016-2018

PROJECT: SOUTH CARSON STREET COMPLETE STREETS PROJECT

THIS APPLICATION PACKAGE CONTAINS:

- 1. PROJECT INITIATION FORM**
- 2. SUPPLEMENTAL QUESTIONS**
- 3. PROJECT LIMITS EXHIBIT**

Project Initiation Form

TSP/Map Location No.

(Funding Request/Needs Submittal)

1 - APPLICANT/PROJECT SPONSOR INFORMATION

SPONSOR/AGENCY:

Name:
South Carson Street

Division:
Public Works

Street Address:
3505 Butti Way

City: Carson City State: NV Zip: 89701

DUNS No.:
827483202

CONTACT:

Name:
Dirk Goering

Title:
Senior Planner

Phone: 775-283-7431 Fax:

E-mail:
dgoering@carson.org

CCR Expiration Date:

DATE:

06/28/2016

Re-Submittal

2 - PROPOSED PROJECT INFORMATION

PROJECT TYPE: (Based on project need)

Primary: Transportation Alternatives Program Secondary:

Route Name	District Name	County Name	Mileposting Begin	Mileposting End
Off System	District 2	CARSON CITY	0.00	0.00

Project C/L Length (miles): 1.75

Within MPO?
 NO YES

Consistent w/ RTP?
 NO YES

PROJECT NAME:

PROJECT LOCATION:

FROM / TO: South Carson Street from Fairview Drive to Appion Way

BRIEF DESCRIPTION OF THE PROJECT NEED(S) AND SCOPE OF WORK:

The proposed project intends to improve safety, mobility, connectivity, and accessibility for non-motorized through complete street enhancements.

2 - PROPOSED PROJECT INFORMATION (con't)

SCOPE ELEMENTS:

(e.g., # of added lanes, intersection/interchange improvements, utility/drainage improvements, and traffic operations).

The proposed project supports Carson City's Complete Streets project through safety and mobility improvements such as buffered bike lanes, raised intersections and crossings, narrowed traffic lanes, median refuges, safety lighting, sidewalk and curb upgrades, bicycle lane improvements, and pavement markings. Drainage improvements are also included in this project.

Was the scope developed from a Planning/Corridor Study? NO YES

Study Name/Location: Carson Street South (Freeway I-580 to Fairview) Date of Study: 06/29/2016

COST ESTIMATE: \$7,500,000.00 to \$9,500,000.00 NDOT Wizard estimation tool

INTERMODAL ACCOMMODATION: (Select all that apply)

Pedestrian Transit Airport
 Bicyclists Rail Other (Please list): _____

Does the project incorporate Landscape/Aesthetic Elements? YES NO

3 - EXISTING CONDITIONS

FUNCTIONAL CLASS:

NHS STATUS:

Minor Arterial Local Non-National Highway System (NHS)

No. of Traffic Lanes: 6 Lane width (ft): 12.00 Inside Shoulder width (ft): 3.00 Outside Shoulder width (ft): 5.00 Median width (ft): 3.00

Curb & Gutter? YES NO Structures? NO YES No. of Structures: 0

Right of Way width (ft): 100.00 Primary Surrounding land use: Commercial

Adjacent to Railroad/Crossing? YES NO Non-Attainment/Maintenance Area? YES NO

Known utility lines/elements: Yes

AADT: ~42,000 % Trucks: 0.00 LOS - Level of Service: C

Proximity to Activity Centers/Attractions (mi.): 0 Population Density (people/sqmi): 84.4 to 499.9

Number of Major Traffic Generators Served (Special Events, Professional Sporting Events, Concerts, and etc.): 1 to 3

IDENTIFIED DEFICIENCIES: (Describe the specific deficiencies the proposed project is intended to address)

Safety Issues - (list crash locations, types, frequency):

Vehicle dominated design with little access to bicycle and pedestrian uses, around 30 accidents have occurred at the proposed project location.

Mobility Issues - (list activity centers and major traffic generators):

The corridor has numerous retail and employment establishments. The corridor is lined with a variety of commercial establishments. The project aims to improve bicycle and pedestrian connectivity.

Other Deficiencies/Needs:

Due to the decrease in traffic volume, the existing design would invite unsafe driving behaviors. A new design that does not invite unsafe driving behavior is needed through landscape beautification.

4 - PROJECT IMPACTS

4A - ENVIRONMENTAL IMPACTS:

NEPA REQUIRED: YES NO

IS THE PROJECT ADJACENT TO OR WILL IT DIRECTLY IMPACT THE FOLLOWING:

Wildlife Corridors	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown	Farmland of Statewide or Local Importance	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown
Invasive Species	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown	100 - Year Floodplain	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> Unknown
Rivers, Streams, Wetlands, Riparian Areas	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown	Designated Scenic Road/Byway	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown
Sole-source Aquifers	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown	Archaeological/Historical Resources or Districts	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown
Designated Wild and Scenic Rivers	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown	Low Income or Minority Populations	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown
Sensitive Biological Resources	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown	Utilities	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> Unknown
Prime or Unique Farmland	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown	Hazardous Material Sites	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown

IS THE PROJECT ADJACENT TO OR DOES IT INCORPORATE PORTIONS OF THE FOLLOWING:

Wildlife Refuge	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown	Recreational Area	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown
Waterfowl Refuge	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown	Existing or Planned Park	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown
Historic Site	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown	Land and Water Conservation Fund Act Recipient Facility	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown

Will the project introduce visual elements inconsistent with the existing environment? YES NO Unknown

Will the project help improve air quality? YES NO Unknown

Will the project help improve water quality? YES NO Unknown

Will the project help reduce existing traffic noise? YES NO Unknown

Is the project required to better serve existing development? YES NO Unknown

Is the project required to better serve planned future developments? YES NO Unknown

Will the project change existing access to adjacent areas? YES NO Unknown

Other environment improvements (Please list/explain): _____

HAS AN ALTERNATIVE ANALYSIS BEEN CONDUCTED?

- NO (Please provide a brief explanation of type of analysis and any documentation available):
- YES

HAVE ANY MITIGATION MEASURES BEEN IDENTIFIED OR OTHER CONSIDERATIONS MADE TO LIMIT POTENTIAL ENVIRONMENTAL IMPACTS?

- NO (List possible impact areas):
- YES

IS THE PROJECT LOCATED WITHIN MULTIPLE JURISDICTIONS?

- NO (List all counties, cities, or Tribal affiliated):
- YES

KEY STAKEHOLDERS: (Please identify specific agencies or individuals.)

Federal: _____
 State: NDOT
 Regional: CAMPO
 Local: Carson City
 Community: _____
 Other: _____

HAS ANY PUBLIC INPUT/OUTREACH OCCURRED?

NO

- YES Please select all that apply:
- Public Notice
 - Public Meeting
 - Public Service Announcement
 - Local Newspaper Article
 - Other (please list): Corridor study to include: kick-off meeting, progress meeting,

Include a summary of the public concerns, opposition, and/or support:

4B - RIGHT OF WAY IMPACTS:

RIGHT OF WAY ACQUISITIONS:

				Approx. No. of parcels/property owners
Is a fee acquisition of property needed for the project?	<input type="radio"/> Unknown	<input checked="" type="radio"/> NO	<input type="radio"/> YES	<u>0</u>
Is a permanent easement needed (maintenance, drainage)?	<input type="radio"/> Unknown	<input checked="" type="radio"/> NO	<input type="radio"/> YES	<u>0</u>
Is a temporary easement needed for construction of the project?	<input type="radio"/> Unknown	<input checked="" type="radio"/> NO	<input type="radio"/> YES	<u>0</u>
Is a change in access to property(s) needed?	<input type="radio"/> Unknown	<input checked="" type="radio"/> NO	<input type="radio"/> YES	<u>0</u>
Are private owner driveways impacted?	<input type="radio"/> Unknown	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<u>5</u>

RIGHT OF WAY UTILITIES:

Will there be any utility relocations?	<input checked="" type="radio"/> Unknown	<input type="radio"/> NO	<input type="radio"/> YES	<u>0</u>
Are there utility covers needing adjustment?	<input type="radio"/> Unknown	<input checked="" type="radio"/> NO	<input type="radio"/> YES	<u>0</u>
Is a new power source or drop needed?	<input type="radio"/> Unknown	<input checked="" type="radio"/> NO	<input type="radio"/> YES	<u>0</u>

4C - MISCELLANEOUS IMPACTS: (Select all that apply)

- Below please explain the extent of all impacts selected:
- Drainage Drainage function will improve
 - Bridge _____
 - Geotechnical _____
 - Railroad _____
 - Landscape & Aesthetics Added beautification will increase aesthetics
 - Bike, Pedestrian, ADA Sidewalk and curb improvements
 - Transit Pavement and ADA improvements will increase transit efficiency
 - Emergency Services Pavement improvements will better utilize fire department location
 - Specialized Workforce (fiber optics, ITS, blasting) _____
 - Other (Please List): _____ _____

4D - TRIBAL CONSIDERATION:

Does the project directly require the use of or is any portion of the project adjacent to Tribal Trust Lands or other lands with an existing or planned Tribal interest?

YES NO Unknown

Is the project consistent with Tribal planning documents?

YES NO Unknown

Has the project received approval by the Tribal Council?

YES NO Unknown

Date: _____

4E - LOCAL CONSIDERATION:

Is the project consistent with Local planning documents?

YES NO Unknown

Has the project received approval by the local governing body?

YES NO Unknown

Date: 01/01/2014

5 - PROJECT FUNDING & ADMINISTRATION

ANTICIPATED CONTRACT DESIGN/DELIVERY AGENCY: (Please identify specific agencies or individuals)

	NDOT	Other Agency
Preliminary Engineering:	<input type="radio"/>	<u>City</u>
NEPA:	<input type="radio"/>	<u>N/A</u>
Contract Administration:	<input type="radio"/>	<u>City</u>
Construction Management:	<input type="radio"/>	<u>City</u>
Right of Way Acquisition:	<input type="radio"/>	<u>N/A</u>

ANTICIPATED DELIVERY TYPE: Design-Bid-Build

HAVE POTENTIAL FUNDING SOURCES BEEN IDENTIFIED?

- NO List Sources and Specify
- YES Funding and Project Phase(s):

1/8 cent infrastructure tax

PROPOSED FINANCIAL CONTRIBUTION TO THE PROJECT?

- NO List funding type, amount of
- YES funding, and percentage of

5% local match plus \$5.2 million from NDOT, \$1.5 million in Utility funds, and \$1 million in Public Works funds

Public/Private Partnering (% Private Funds): 0

PROJECT COMMITMENTS:

Commitments to others: NDOT for pavement improvements per the Carson City Freeway Agreement.

Commitments made by others:

South Carson Street Complete Streets TAP Grant

Supplemental Question

1) At what stage is the project preparedness (what is the anticipated timeline/when will the project begin construction?)

The South Carson Street improvements are partially funded and ready to begin the conceptual design phase. Per an agreement between Carson City and the Nevada Department of Transportation (NDOT), ownership of South Carson Street is being transferred to Carson City. The agreement includes the transfer of funds, 5.2 million dollars, for the purposes of pavement preservation. The City plans to allocate additional funding, from an established 1/8 cent sales tax initiative passed in 2014, to perform Complete Street improvements to the South Carson Street Corridor. In coordination with the Carson Area Metropolitan Planning Organization (CAMPO), the City is working with on a Complete Street Corridor Study for S. Carson Street, from Fifth Street to Snyder Avenue. This study, including the public outreach portion, is anticipated to begin in the fall of 2016. The plan will identify improvement opportunities for enhancing pedestrian and bicycle accommodations, access control, and safety improvements. The study is a part of CAMPO's Unified Planning Work Program. The anticipated project timeline after the corridor study includes final design by in 2018 and the start of construction in 2019.

2) Will the project enhance the safety of non-motorized users?

Yes, the project is anticipated to have significant improvements related to non-motorized users. The corridor study will review and propose options for safety improvements that enhance the corridor for pedestrian and bicycle users. Options to be reviewed by the consultant include: roundabouts, raised crossings, raised intersections, median refuges, narrowed traffic lanes, crossings, traffic signs, designated areas with safety lighting, and buffered bike lanes.

3) Does the proposed project enhance non-motorized mobility?

Yes, the project will enhance non-motorized mobility options. The Complete Street corridor study will review existing and future land uses in the area that generate non-motorized traffic. The study will propose Complete Street improvements that improve mobility between commercial establishments and between residential and commercial land uses. The study will evaluate the following improvement options: new sidewalks, sidewalk widening, sidewalk gap closures, sidewalk repairs, curb ramps, new or upgraded bicycle lanes, widened outside lanes or roadway shoulders, turning lanes, channelization, roadway realignment, pavement markings, and exclusive multi-use bicycle and/or pedestrian trails.

4) Does the proposed project require NEPA above a Categorical Exclusion?

The proposed project is for transportation improvements on existing right-of-way that currently functions as a six lane minor arterial roadway. The project will not introduce new elements that will have a significant negative effect on the human environment.

5) Does the proposed project require Right-Of-Way Acquisition?

No right-of-way acquisition is required with this project. Per the Carson City Freeway agreement, between NDOT and Carson City, the South Carson Street right-of-way will transfer from NDOT to the City when the freeway extension to Spooner Junction opens.

6) Has there been documented community support through a public process (i.e. attach support letters, through meetings and/or included in studies (plans) and improve community values. Local, School Transportation, School Safety, Community Master Plans, active health and obesity plans, etc?)

Yes, the proposed project is supported by the City's 2006 Master Plan and the City's 2006 Unified Pathways Master Plan. The City's Master Plan encourages the redevelopment of the South Carson Street corridor (Objective 5.2b). Additionally, the Master Plan supports a safe, efficient, multi-modal transportation system with direct pedestrian connections (Policy C1.1 and Guiding Principle 11). The Unified Pathways Master Plan along with CAMPO's Regional Transportation Plan identifies South Carson Street with on-street bike lanes.

7) Does the proposed project meeting National MAP-21 Goals?

The proposed project addresses many of the National MAP-21 Transportation Goals. The Complete Street project is anticipated to improve safety for all existing transportation modes, will serve as a pavement preservation project by improving the pavement condition, will implement design improvements anticipated to reduce traffic fatalities and serious injuries, will aim to improve the corridors overall efficiency for motorized and non-motorized users, will improve access to the numerous commercial establishments along the corridor, will enhance the corridors multi-modal transportation options, and will improve drainage conditions within a floodplain.



South Carson Street Project

Fifth Street

South Carson Street

Fairview Drive

Complete Streets Project

Kootnz Lane

Freeway Project

Appion Way

NEVADA TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FY 2016-2018

PROJECT: FREEWAY MULTI-USE PATH

THIS APPLICATION PACKAGE CONTAINS:

1. PROJECT INITIATION FORM
2. SUPPLEMENTAL QUESTIONS
3. PROJECT LIMITS EXHIBIT

Project Initiation Form

TSP/Map Location No.

(Funding Request/Needs Submittal)

1 - APPLICANT/PROJECT SPONSOR INFORMATION

SPONSOR/AGENCY:

Name:

Freeway Multi-Use Path

Division:

Carson City Public Works

Street Address:

3505 Butti Way

City:

Carson City

State: Zip:

NV

89509

DUNS No.:

827483202

CONTACT:

Name:

Dirk

Title:

Senior Transportation Planner

Phone:

775-283-7387

Fax:

E-mail:

dgoering@carson.org

CCR Expiration Date:

DATE:

06/28/2016

Re-Submittal

2 - PROPOSED PROJECT INFORMATION

PROJECT TYPE: (Based on project need)

Primary: Transportation Alternatives Program

Secondary: Transportation Alternatives Program

Route Name	District Name	County Name	Mileposting Begin	Mileposting End
US50 (Mileposting: 0.000 - 16.600)	District 2	CARSON CITY	0.00	0.00

Project C/L Length (miles):

1.00

Within MPO?

NO YES

Consistent w/ RTP?

NO YES

PROJECT NAME:

PROJECT LOCATION:

FROM /
TO:

Fifth Street to Colorado Street

BRIEF DESCRIPTION OF THE PROJECT NEED(S) AND SCOPE OF WORK:

A multi-use path along I-580, from Colorado Street to a little north of Fairview Drive. The project will expand an existing network of multi-use paths and improve regional connectivity for non-motorized users.

2 - PROPOSED PROJECT INFORMATION (con't)

SCOPE ELEMENTS:

(e.g., # of added lanes, intersection/interchange improvements, utility/drainage improvements, and traffic operations).

The scope of the project would include design and construction of a multi-use path. In addition, the project would include traffic signs and markings, as needed, to improve safety when the path interfaces with roadways.

Was the scope developed from a Planning/Corridor Study? NO YES

Study Name/Location: Carson City Freeway Corridor Multi-Use Path Alignment Alt Date of Study: 06/11/2011

COST ESTIMATE: \$651,950.00 to \$750,000.00 NDOT Wizard estimation tool

INTERMODAL ACCOMMODATION: (Select all that apply)

Pedestrian Transit Airport
 Bicyclists Rail Other (Please list): _____

Does the project incorporate Landscape/Aesthetic Elements? YES NO

3 - EXISTING CONDITIONS

FUNCTIONAL CLASS:

NHS STATUS:

Other Local Non-National Highway System (NHS)

No. of Traffic Lanes: 0 Lane width (ft): 0.00 Inside Shoulder width (ft): 0.00 Outside Shoulder width (ft): 0.00 Median width (ft): 0.00

Curb & Gutter? YES NO Structures? NO YES No. of Structures: 0

Right of Way width (ft): 0.00 Primary Surrounding land use: Residential

Adjacent to Railroad/Crossing? YES NO Non-Attainment/Maintenance Area? YES NO

Known utility lines/elements: None

AADT: N/A % Trucks: 0.00 LOS - Level of Service: C

Proximity to Activity Centers/Attractions (mi.): 1 Population Density (people/sqmi): 84.4 to 499.9

Number of Major Traffic Generators Served (Special Events, Professional Sporting Events, Concerts, and etc.): 1 to 3

IDENTIFIED DEFICIENCIES: (Describe the specific deficiencies the proposed project is intended to address)

Safety Issues - (list crash locations, types, frequency):

None, the proposed project is a new multi-modal trail.

Mobility Issues - (list activity centers and major traffic generators):

The trail will connect to a larger system by providing non-motorized accessibility.

Other Deficiencies/Needs:

None

4 - PROJECT IMPACTS

4A - ENVIRONMENTAL IMPACTS:

NEPA REQUIRED: YES NO

IS THE PROJECT ADJACENT TO OR WILL IT DIRECTLY IMPACT THE FOLLOWING:

Wildlife Corridors	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown	Farmland of Statewide or Local Importance	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown
Invasive Species	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown	100 - Year Floodplain	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> Unknown
Rivers, Streams, Wetlands, Riparian Areas	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown	Designated Scenic Road/Byway	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown
Sole-source Aquifers	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown	Archaeological/Historical Resources or Districts	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown
Designated Wild and Scenic Rivers	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown	Low Income or Minority Populations	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown
Sensitive Biological Resources	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown	Utilities	<input type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> Unknown
Prime or Unique Farmland	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown	Hazardous Material Sites	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown

IS THE PROJECT ADJACENT TO OR DOES IT INCORPORATE PORTIONS OF THE FOLLOWING:

Wildlife Refuge	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown	Recreational Area	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input type="radio"/> Unknown
Waterfowl Refuge	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown	Existing or Planned Park	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown
Historic Site	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown	Land and Water Conservation Fund Act Recipient Facility	<input type="radio"/> YES	<input checked="" type="radio"/> NO	<input type="radio"/> Unknown

Will the project introduce visual elements inconsistent with the existing environment? YES NO Unknown

Will the project help improve air quality? YES NO Unknown

Will the project help improve water quality? YES NO Unknown

Will the project help reduce existing traffic noise? YES NO Unknown

Is the project required to better serve existing development? YES NO Unknown

Is the project required to better serve planned future developments? YES NO Unknown

Will the project change existing access to adjacent areas? YES NO Unknown

Other environment improvements (Please list/explain): _____

HAS AN ALTERNATIVE ANALYSIS BEEN CONDUCTED?

- NO (Please provide a brief explanation of type of analysis and any documentation available):
- YES

Carson City Freeway Corridor Multi-Use Path Alignment Alternatives Study by Lumos & Associates, June 1, 2011

HAVE ANY MITIGATION MEASURES BEEN IDENTIFIED OR OTHER CONSIDERATIONS MADE TO LIMIT POTENTIAL ENVIRONMENTAL IMPACTS?

- NO (List possible impact areas):
- YES

IS THE PROJECT LOCATED WITHIN MULTIPLE JURISDICTIONS?

- NO (List all counties, cities, or Tribal affiliated):
- YES

KEY STAKEHOLDERS: (Please identify specific agencies or individuals.)

Federal: _____

State: NDOT

Regional: CAMPO

Local: Carson City

Community: _____

Other: _____

HAS ANY PUBLIC INPUT/OUTREACH OCCURRED?

NO

- YES Please select all that apply:
- Public Notice
 - Public Meeting
 - Public Service Announcement
 - Local Newspaper Article
 - Other (please list):

Include a summary of the public concerns, opposition, and/or support:

Per November 15, 2010 meeting, NDOT gave recommendations on areas to consider a path within property they currently own. Carson City staff met with other public agencies to determine preferred path alignment for adjacent property owners.

4B - RIGHT OF WAY IMPACTS:

RIGHT OF WAY ACQUISITIONS:

				Approx. No. of parcels/property owners
Is a fee acquisition of property needed for the project?	<input type="radio"/> Unknown	<input checked="" type="radio"/> NO	<input type="radio"/> YES	<u>0</u>
Is a permanent easement needed (maintenance, drainage)?	<input type="radio"/> Unknown	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<u>1</u>
Is a temporary easement needed for construction of the project?	<input type="radio"/> Unknown	<input checked="" type="radio"/> NO	<input type="radio"/> YES	<u>0</u>
Is a change in access to property(s) needed?	<input type="radio"/> Unknown	<input checked="" type="radio"/> NO	<input type="radio"/> YES	<u>0</u>
Are private owner driveways impacted?	<input type="radio"/> Unknown	<input checked="" type="radio"/> NO	<input type="radio"/> YES	<u>0</u>

RIGHT OF WAY UTILITIES:

Will there be any utility relocations?	<input type="radio"/> Unknown	<input checked="" type="radio"/> NO	<input type="radio"/> YES	<u>0</u>
Are there utility covers needing adjustment?	<input type="radio"/> Unknown	<input checked="" type="radio"/> NO	<input type="radio"/> YES	<u>0</u>
Is a new power source or drop needed?	<input type="radio"/> Unknown	<input checked="" type="radio"/> NO	<input type="radio"/> YES	<u>0</u>

4C - MISCELLANEOUS IMPACTS: (Select all that apply)

Below please explain the extent of all impacts selected:

- Drainage _____
- Bridge _____
- Geotechnical _____
- Railroad _____
- Landscape & Aesthetics _____
- Bike, Pedestrian, ADA Multi-use path will increase bicycle and pedestrian accessibility
- Transit _____
- Emergency Services _____
- Specialized Workforce (fiber optics, ITS, blasting) _____
- Other (Please List): _____

4D - TRIBAL CONSIDERATION:

Does the project directly require the use of or is any portion of the project adjacent to Tribal Trust Lands or other lands with an existing or planned Tribal interest?

YES NO Unknown

Is the project consistent with Tribal planning documents?

YES NO Unknown

Has the project received approval by the Tribal Council?

YES NO Unknown

Date: _____

4E - LOCAL CONSIDERATION:

Is the project consistent with Local planning documents?

YES NO Unknown

Has the project received approval by the local governing body?

YES NO Unknown

Date: 04/13/2016

5 - PROJECT FUNDING & ADMINISTRATION

ANTICIPATED CONTRACT DESIGN/DELIVERY AGENCY: (Please identify specific agencies or individuals)

	NDOT	Other Agency
Preliminary Engineering:	<input type="radio"/>	<u>City</u>
NEPA:	<input type="radio"/>	<u>N/A</u>
Contract Administration:	<input type="radio"/>	<u>City</u>
Construction Management:	<input type="radio"/>	<u>City</u>
Right of Way Acquisition:	<input type="radio"/>	<u>N/A</u>

ANTICIPATED DELIVERY TYPE: Design-Bid-Build

HAVE POTENTIAL FUNDING SOURCES BEEN IDENTIFIED?

- NO List Sources and Specify
- YES Funding and Project Phase(s):

PROPOSED FINANCIAL CONTRIBUTION TO THE PROJECT?

- NO List funding type, amount of
 - YES funding, and percentage of
- 5% local match

Public/Private Partnering (% Private Funds): 0

PROJECT COMMITMENTS:

Commitments
to others:

Commitments
made by
others:

Freeway Multi-Use Path TAP Grant

Supplemental Question

1) At what stage is the project preparedness (what is the anticipated timeline/when will the project begin construction?)

The project is ready for design and then construction. In 2011, the Carson Area Metropolitan Planning Organization sponsored a Carson City Freeway Corridor Multi-Use Path Alignment Alternatives Study. The study analyzed alignment opportunities for a multi-use path along the Carson City freeway. If approved, the grant funding would allow Carson City to continue the multi-use path from its current terminus south of Fifth Street further south to Colorado Street. All the right-of-way need for this project has been secured. If funded, construction of the path would proceed immediately following design.

2) Will the project enhance the safety of non-motorized users?

Yes, the multi-use path will enhance the safety of non-motorized users by providing a non-motorized off street path. The freeway multi-path is connected to the City's regional bike routes that provide safe and user friendly connectivity throughout the City.

3) Does the proposed project enhance non-motorized mobility?

Yes, non-motorized mobility will be enhanced by the freeway multi-path that will connect to the City's existing regional bike routes. The exclusive non-motorized path will provide safe and user friendly connectivity throughout the City.

4) Does the proposed project require NEPA above a Categorical Exclusion? Please explain.

No, the proposed project does not require NEPA above a Categorical Exclusion. The location of the proposed path is within existing right-of-way and has been vetted with the Carson City freeway.

5) Does the proposed project require Right-Of-Way Acquisition?

The project does not require any right-of-way acquisition.

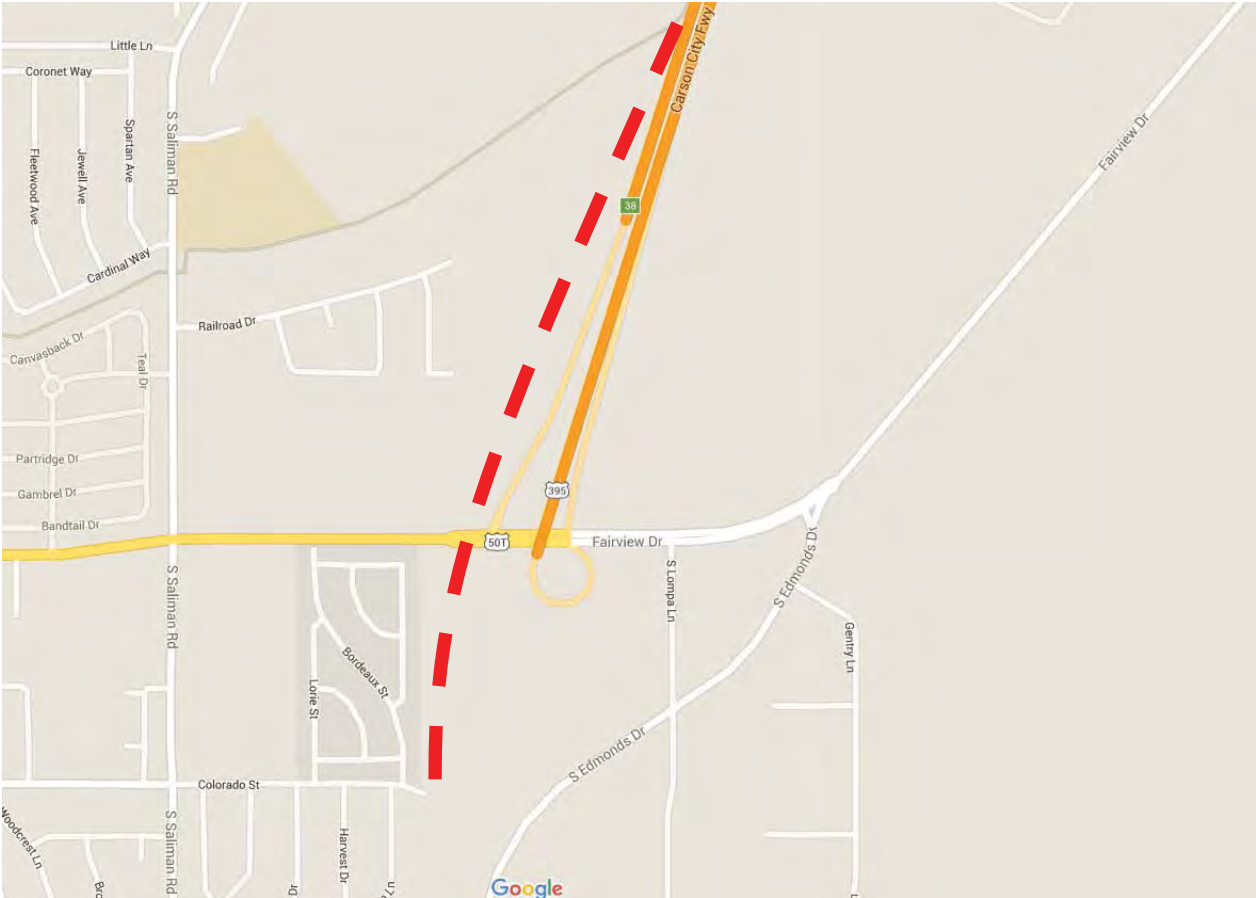
6) Has there been documented community support through a public process (i.e. attach support letters, through meetings and/or included in studies (plans) and improve community values. Local, School Transportation, School Safety, Community Master Plans, active health and obesity plans, etc?)

Yes, the proposed project is supported the City's Master Plan, the City's Unified Pathways Master Plan, and CAMPO's Regional Transportation Plan. The City's 2006 Master Plan Goal 12.1 promotes the establishment of a city-wide system of multi-use pathways. The proposed path is identified in CAMPO's regional transportation plan and the City's trails plan as an off-street multi-use path.

7) Does the proposed project meeting National Goals for Safety

The proposed project addresses many of the National MAP-21 Transportation Goals. The proposed path will create a safe non-motorized trail for residents to recreate and commute on. The trail will be a part of a larger trails system that provides sustainable mobility. If funded, this project would be able to deliver an immediate federally funded project.

Multi-Use Path Proposed TAP Project





STAFF REPORT

Report To: The Carson City Regional Transportation Commission **Meeting Date:** July 13, 2016

Staff Contact: Graham Dollarhide, Transit Coordinator

Agenda Title: (For Possible Action) To adopt a Resolution authorizing the filing of two applications for Federal Transit Administration (FTA) grants under 49 U.S.C. Chapter 53, submitted through CAMPO, and to authorize the RTC Chair to sign the FTA Fiscal Year 2016 Certifications and Assurances section of the RTC application for 5310 and 5339 funds.

Staff Summary: Staff has prepared applications for the fiscal year 2016 apportionment of FTA Sections 5310 and 5339 funds, the disbursement of which is determined by the Carson Area Metropolitan Planning Organization. Any funds received from the 5310 apportionment for Fiscal Year 2016 will be used to fund costs associated with operating the Jump Around Carson (JAC) transit system; any funds received from the 5339 apportionment for Fiscal Year 2016 will be used to fund capital costs associated with updating the JAC vehicle fleet.

Agenda Action: Resolution **Time Requested:** 10 minutes

Proposed Motion

I move to adopt a Resolution authorizing the filing of two applications for Federal Transit Administration (FTA) grants under 49 U.S.C. Chapter 53, submitted through CAMPO, and to authorize the RTC Chair to sign the FTA Fiscal Year 2016 Certifications and Assurances section of the RTC application for 5310 and 5339 funds.

Background/Issues & Analysis

Previous grants for Sections 5310 and 5339 funds were approved by CAMPO and then submitted to NDOT, which was the administrator of the funds. With the passage of the FAST Act, CAMPO is now fully responsible for administration of, and applying directly to the FTA for the funds.

Applicable Statute, Code, Policy, Rule or Regulation

49 U.S.C. 53

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: 225-0000-331.80-02: FTA 5310; 225-0000-331.80-04: FTA 5339.

Is it currently budgeted? Yes No,

Explanation of Fiscal Impact: An increase in the Transit Fund equal to the amount of the grant award.

A local match of 20% will be required for each funding type.

Alternatives - N/A

Supporting Material

- Resolution
- RTC 5310 and 5339 Federal Grant Applications

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

AUTHORIZING RESOLUTION

APPLICANT Carson City Regional Transportation Commission
(Printed Name of Transportation Provider)

AUTHORIZED REPRESENTATIVE Brad Bonkowski
(Printed name of Authorized Representative)

Resolution authorizing the filing of an application for a Federal Transit Administration / Carson Area Metropolitan Planning Organization grant under 49 USC Chapter 53.

WHEREAS, the U S Department of Transportation (USDOT) is authorized to make grants to metropolitan planning organizations through the Federal Transit Administration (FTA) to support transportation projects under 49 USC Chapter 53; and

WHEREAS, the Carson Area Metropolitan Planning Organization (CAMPO) has been designated to administer certain transportation projects under 49 USC Chapter 53; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the APPLICANT, including provisions of the local share of project costs;

NOW, THEREFORE, BE IT RESOLVED BY THE APPLICANT:

That the above named representative is authorized to execute and file an application with CAMPO on behalf of our agency to aid in the financing of capital, and / or operating costs pursuant to 49 USC Chapter 53; and

That the above named representative is authorized to furnish such additional information as CAMPO may require in connection with the application or the project.

The undersigned certifies that the foregoing is a true and correct statement.

Carson City Regional Transportation Commission Chair
(Printed Title of Authorized Representative)

_____ Dated _____
(Signature of Authorized Representative)



PUBLIC NOTICE

CARSON AREA METROPOLITAN PLANNING ORGANIZATION FEDERAL GRANT APPLICATION FOR SECTIONS 5310 & 5339 PROGRAM FUNDS FEDERAL FISCAL YEAR 2016 APPORTIONMENT

Separate applications are required for each Federal Transit Administration Program applied for.
For further information or assistance, please contact the Transit Coordinator at
775-283-7583

Applications must be received no more than 30 days after notice of availability of funds:
Carson Area Metropolitan Planning Organization
3505 Butti Way
Carson City, NV 89701

All documents must be signed by persons with signature authority and their legal counsel.

CARSON AREA METROPOLITAN PLANNING ORGANIZATION

COMPETITIVE TRANSPORTATION SELECTION PROCESS FOR FEDERAL TRANSIT ADMINISTRATION (FTA)

SECTION 5310 GRANT FUNDS

PROGRAM INFORMATION

Congress establishes the funding for Federal Transit Administration (FTA) programs through authorizing legislation that amends Chapter 53 of Title 49 of the U.S. Code. On December 4, 2015, the Fixing America's Surface Transportation (FAST) Act was signed, reauthorizing surface transportation programs through Fiscal Year 2020. Previously, Moving Ahead for Progress in the 21st Century (MAP-21) authorized new Federal Transit Administration (FTA) Programs and made changes to existing FTA Programs, including New Freedom programs, which were authorized under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). Under MAP-21, the former SAFETEA-LU New Freedom project activities became eligible under the Section 5310 Formula Grants for the Enhanced Mobility for Seniors and Individuals with Disabilities program. Pursuant to the FTA Notice of Program Changes, Authorized Funding Levels and Implementation of MAP-21 (Federal Register/Vol 77, No. 200, dated October 16, 2012), "this program provides funds to (1) Serve the special needs of transit-dependent populations beyond traditional public transportation service, where public transportation is insufficient, inappropriate, or unavailable; (2) projects that exceed the requirements of the Americans with Disabilities Act (ADA); (3) projects that improve access to fixed route service and decrease reliance on complementary paratransit; and (4) projects that are alternatives to public transportation. The State of Nevada (Nevada Governor's Office) has designated the Nevada Department of Transportation (NDOT) as the designated recipient for 5310 grant funds apportioned to small urban and rural areas. Under the FAST Act, small urban transit operators can now apply directly to the FTA for 5310 funds with designated recipient approval. NDOT has granted this approval to the Carson Area Metropolitan Planning Organization (CAMPO), which will conduct a competitive selection process and award successful applications at its discretion. The award of grant funds will be made to eligible applicants for permitted projects and services under this program as a subrecipient to CAMPO.

FUNDING

General – As determined by the transportation bill in effect, currently the FAST Act, annual apportionments for the various formula grants are released sometime after the start of the Federal Fiscal Year, which begins on October 1st. The Federal Fiscal Year funding amount that is available for Section 5310 projects in the CAMPO area will be published in the solicitation for projects. This amount is formula based and is a not to exceed amount that will be made available for distribution under the competitive selection process outlined below.

Match Requirement – There is no cap on the amount of federal funding for which Applicants may apply, as long as it is within the available amount of funds and the local match can be provided. The required local match is 50% for operating projects and 20% for capital projects. Operating costs associated with contracted service is an eligible capital expense. The acquisition of such service occurs in the course of a procurement action resulting in a contract. Generally speaking, a contractor provides service at the request and direction of the designated recipient or subrecipient. The designated recipient or subrecipient establishes the requirements of the transportation service to be performed, such as days, hours, routes, geographic coverage, etc.

The required local match must be provided by subrecipients, and may not come from federal sources, with few exceptions. Potential sources for local match include foundation grants, donations, and State and local funds. Fare revenue or user fees generated by the project may not be used as local matching funds. Subrecipients must be able to fund project costs, including both the federal and local matching shares, prior to seeking reimbursement and payment of federal grant funds from CAMPO for eligible project costs.

APPLICATION

Eligible Applicants – In order to be eligible for Section 5310 funding, an Applicant must be either: (1) a State or local governmental entity; (2) an operator of public transportation services, including private operators of public transportation services; or (3) a private non-profit organization. Applicants must be able to meet all applicable federal requirements.

Application Process – Each year a competitive grant process will be administered and application materials for solicitation of projects made available, with notification of the open solicitation period. A public announcement will, at a minimum, be posted in the Nevada Appeal indicating the date of the CAMPO meeting that applications will be reviewed and considered. The application process will be open for a minimum of 30 days following the announcement of availability of funds. Grant applications submitted to CAMPO staff for review must meet the federal requirement of project involvement in a locally developed, coordinated public transit-human services transportation plan, as developed by the State of Nevada and available through NDOT.

SELECTION OF PROJECTS

Applications submitted to CAMPO staff will be forwarded to the CAMPO Board for consideration at a public CAMPO meeting. Applicants will have the opportunity to present their applications to the CAMPO Board. The Board will review and consider all applications, regardless of whether a presentation was made, and make a decision on which project(s) shall be awarded funding. Following action by CAMPO to select the successful Applicant(s), CAMPO will issue a Notice of Selection to that Applicant or Applicants. CAMPO reserves the right to deny any or all projects.

CARSON AREA METROPOLITAN PLANNING ORGANIZATION

COMPETITIVE SELECTION PROCESS FOR FEDERAL TRANSIT ADMINISTRATION (FTA)

SECTION 5339 GRANT FUNDS

PROGRAM INFORMATION

Congress establishes the funding for Federal Transit Administration (FTA) programs through authorizing legislation that amends Chapter 53 of Title 49 of the U.S. Code. On December 4, 2015, the Fixing America's Surface Transportation (FAST) Act was signed, reauthorizing surface transportation programs through Fiscal Year 2020. Previously, Moving Ahead for Progress in the 21st Century (MAP-21) authorized new Federal Transit Administration (FTA) Programs and made changes to existing FTA Programs, including New Freedom programs, which were authorized under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). Under MAP-21, some of the former SAFETEA-LU project activities became eligible under the Section 5339 Formula Grants for the Bus and Bus Facilities program. Pursuant to the FTA Notice of Program Changes, Authorized Funding Levels and Implementation of the MAP-21 (Federal Register/Vol 77, No. 200, dated October 16, 2012), "the program provides funding to replace, rehabilitate, and purchase buses and related equipment as well as construct bus-related facilities." The State of Nevada (Nevada Governor's Office) has designated the Nevada Department of Transportation (NDOT) as the designated recipient for 5339 grant funds apportioned to small urban and rural areas. Under the FAST Act, small urban transit operators can now apply directly to the FTA for 5310 funds with designated recipient approval. NDOT has granted this approval to the Carson Area Metropolitan Planning Organization (CAMPO), which will conduct a competitive selection process and award successful applications at its discretion. The award of grant funds will be made to eligible applicants for permitted projects and services under this program as a subrecipient to CAMPO.

FUNDING

General – As determined by the transportation bill in effect, currently the FAST Act, annual apportionments for the various formula grants are released sometime after the start of the Federal Fiscal Year, which begins on October 1st. The Federal Fiscal Year funding amount that is available for Section 5339 projects in the CAMPO area will be published in the solicitation for projects. This amount is formula based and is not to exceed amount that will be made available for distribution under the competitive selection process outlined below.

Match Requirement – There is no cap on the amount of federal funding for which Applicants may apply, as long as it is within the available amount of funds and the local match can be provided. The required local match is 20% of the net cost of capital projects. The required local match must be provided by subrecipients, and may not come from federal sources, with few exceptions. Potential sources for local match include

foundation grants, donations, and State and local funds. Fare revenue or user fees generated by the project may not be used as local matching funds. Subrecipients must be able to fund project costs, including both the federal and local matching shares, prior to seeking reimbursement and payment of federal grant funds from CAMPO for eligible project costs.

APPLICATION

Eligible Applicants – In order to be eligible for Section 5339 funding, an Applicant must be either a public agency or a private nonprofit organization engaged in public transportation, including those providing service open to a segment of the general public, as defined by age, disability, or low income. Applicants must be able to meet all applicable federal requirements.

Application Process – Each year a competitive grant process will be administered and application materials for solicitation of projects made available, with notification of the open solicitation period. A public announcement will, at a minimum, be posted in the Nevada Appeal indicating the date of the CAMPO meeting that applications will be reviewed and considered. The application process will be open for a minimum of 30 days following the announcement of availability of funds.

SELECTION OF PROJECTS

Applications submitted to CAMPO staff will be forwarded to the CAMPO Board for consideration at a public CAMPO meeting. Applicants will have the opportunity to present their applications to the CAMPO Board. The Board will review and consider all applications, regardless of whether a presentation was made, and make a decision on which project(s) to submit for funding. Following action by CAMPO to select the successful Applicant(s), CAMPO will issue a Notice of Selection to that Applicant or Applicants. CAMPO reserves the right to deny any or all projects.

Carson Area Metropolitan Planning Organization
Application for the Determination of Eligibility for the Federal Transit Administration's
5310 & 5339 Federal Grant Programs – Federal Fiscal Year 2016 Apportionment

Name of Organization: Carson City Regional Transportation Commission (RTC)

Area(s) Served: Carson City, Douglas County

Funding Amount Requested: \$106,956

Project Description: The Carson City RTC is seeking 5310 grant funds in order to be able to continue to provide transportation service at the system's current levels. The Carson City RTC provides bus service in two forms: JAC fixed route, and JAC Assist complementary paratransit. Both services include buses that are ADA compliant, providing easy access to transportation for seniors and disabled individuals. The grant funds would be used as capitalized operating funding, as opposed to being used for capital projects such as a vehicle purchase or improvements in access to fixed route service.

Project Relation to the State of Nevada Coordinated Human Services Transportation Plan: As
indicated by the most recent Coordinated Human Services Transportation Plan for the State of Nevada, the two most common unmet needs are weekend service and out-of-area travel. Currently, JAC provides service on Saturdays, but does not provide service on Sundays. Additionally, the Carson City RTC works to coordinate intercity bus service between JAC and other service providers such as RTC Washoe, Tahoe Transportation District, and Douglas Area Rural Transit. Specific to Carson City, better access to wheelchair lifts and "door-to-door" escort service were needs identified by the Coordinated Plan. All JAC and JAC Assist buses are ADA compliant and allow access to transportation services for wheelchair users. Additionally, JAC Assist drivers do provide assistance to passengers between the bus and the front door of their pick-up and drop-off locations.

Categories and Criteria — Below are the categories which will be used to rank all submitted applications for Federal Transit Administration (FTA) funding. It is important to address each category as it pertains to your organization. Funding allocation will be based on how your application ranks among all submitted applications.

Mission Statement/Vision (Page 12 of the application)

Applicant's mission statement/vision: Include the organization's mission statement or vision which clearly states the use of the proposed project funds. It needs to be clear how this funding enhances the organization's objective.

Project Justification (Page 13)

Please complete page 13 detailing your agency and its purpose in order to ensure proper ranking of your application.

Access type: Discuss equal access to your program and use of this service by all persons eligible. This includes, but is not limited to, the Federal Civil Rights Compliance and Activity issues involving Title VI nondiscrimination, Equal Employment Opportunity, Disadvantaged Business Enterprises and Americans with Disabilities Act; and state and local access and disability statutes, policies and guidelines.

Service area: List anticipated/proposed routes, schedules, trip priorities, etc. Describe the geographic service area including scheduled and non-scheduled trips to adjoining areas. Please do not include brochures.

Vehicle (Page 14 and 15 of the application)

(Page 14) Identify vehicle(s) requested, providing a description of the desired vehicle. It should be noted whether the vehicle(s) is a replacement or an expansion of the existing vehicle fleet. Additionally, any special vehicle(s) options to be requested, (i.e. 4-wheel drive, bike racks, etc.) should be noted.

(Page 15) Existing vehicle inventory: Describe the existing vehicle fleet. Please list all vehicles in your inventory whether obtained through CAMPO or another source.

Insurance: A Certificate of Insurance will need to be provided. The state requires minimum liability coverage and Carson City/CAMPO requires full coverage for the vehicle as long as Carson City/CAMPO holds lien. (The standard insurance for a paratransit vehicle under this program is Liability and Property Damage Insurance with a limit of \$1,000,000 for each occurrence, for bodily injury, and property damage, naming Carson City/CAMPO as an additional insured. This shall be maintained through the useful life of the vehicle and until Carson City/CAMPO releases lien of the title.)

Budget (Pages 16 & 17)

All applicants must complete Page 16 for Capitalized Operating, Operating and Capital purchase funds they are requesting. If you are requesting both 5310 and 5339 funds, a separate application will need to be submitted for each. Page 17 is a summary of the budget to be completed for 5339

and 5310 capital funds separately. If you are unsure of which funds are most appropriate for your agency, please contact CAMPO staff prior to the application deadline.

Revenue: This section is distinguished from the match source in that this funding source offsets the overall budget, reducing the total project cost. It can be in the form of farebox contributions/revenue, donations, or agency financial assistance from service groups, businesses, charities, etc.

Match source documentation: This section includes the source of funding that provides the required non-federal share of the project cost. The source of the matching funds must be verifiable. A letter, or other documentation, stating the monetary commitment from the contributing agency/entity must be included within the submitted application packet.

Maintenance and Safety

A maintenance plan is required whether there is an existing plan or if a new plan will be developed. This plan should include documented vehicle maintenance/accident repairs and ensure oversight for routine scheduled or non-scheduled maintenance activities.

Training Policy

A training policy is required: At a minimum the policy should contain the frequency, the type and who will be trained in safety, substance abuse awareness, passenger sensitivity, and customer service.

Drug and Alcohol Policy (5339 only)

Sub-recipients of 5339 FTA funds are required to comply with regulations issued by the FTA on drug and alcohol testing, 49 C.F.R. Part 655. Among other requirements, these regulations require that all safety sensitive employees be tested for drug and alcohol use, pre-employment (drug only), random, reasonable suspicion and post-accident, that certifications be made and reports submitted. There are limited exceptions to the testing requirements for contract maintenance workers under Section 5339 and for volunteers. Annual reporting of the testing results must be submitted to CAMPO by subrecipients on Management Information System (MIS) forms. Applications for 5310 funds do not need to include a drug and alcohol policy.

Customer Satisfaction and Community Support

Letters of Support: Provide any current (within the past 12 months) letters of support, if available, for the services.

Survey Reports: Include a summary of informal survey results and on-board rider satisfaction if available.

Other: Include any other indications of community support for the program. This can include considerations for funding from groups, strong rider interest, or documentation of high levels of interest by client groups.

FTA Funding Sources

For your application to be considered complete, please only check one funding source. If multiple funding sources are desired please submit a separate application for each.

5310 (Capital/Vehicle) Funds **(20% match required)**

5310 (Operating) Funds **(50% match required)**

This program (49 U.S.C. 5310) provides formula funding to metropolitan planning organizations (MPOs) for the purpose of assisting private nonprofit organizations or Governmental entities in meeting the transportation needs of the elderly and persons with disabilities. Eligible subrecipients are private non-profit organizations, governmental authorities where no non-profit organizations are available to provide service, and governmental authorities approved to coordinate services.

5339 (Capital) Funds **(20% match required)**

This program (49 U.S.C. 5339) provides funding to replace, rehabilitate, and purchase buses and related equipment as well as construct bus-related facilities. This includes the acquisition of buses for fleet and service expansion, bus maintenance and administrative facilities, transfer facilities, bus malls, transport centers, intermodal terminals, park-and-ride stations, passenger shelters and bus stop signs, accessory and miscellaneous equipment such as mobile radio units, fare boxes, computers, shop and garage equipment. Eligible subrecipients include public agencies or private non-profit organizations engaged in fixed-route public transportation, including those providing services open to a segment of the general public as defined by age, disability, or low income.

For more information on the programs above please refer to FTA's website:
<https://www.transit.dot.gov/grants>

If you have questions regarding which funding source is appropriate for your service please feel free to contact the CAMPO Transit Coordinator at (775) 283-7583.

Project funding from the programs listed above is subject to the availability of grant funding and the amount of project funding requests received, which will be determined by the CAMPO Board during a regularly scheduled meeting occurring on the second Wednesday of each month.

Carson City RTC

APPLICANT'S NAME _____

APPLICATION CHECKLIST				
***** INCOMPLETE APPLICATIONS WILL NOT BE APPROVED *****				
NEW APPLICANT REVIEW	PAST APPLICANT REVIEW	PAGE	APPLICATION CHECKLIST WITH ITEMS REQUIRED	STAFF REVIEW
<input type="checkbox"/>	<input checked="" type="checkbox"/>	6	DETERMINATION OF ELIGIBILITY	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	9	FTA FUNDING SOURCES	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	12	FEDERAL GRANT APPLICATION	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	13	PROJECT JUSTIFICATION	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	15	VEHICLE INVENTORY	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	17	BUDGET SUMMARY	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	18	AUTHORIZING RESOLUTION	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	APPENDIX A	FEDERAL FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	following certs & assurances	MATCH SOURCE DOCUMENTATION	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	ADA POLICY (vehicle/passengers information)	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	EEO PLAN	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	DRUG AND ALCOHOL POLICY (5339 Only)	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	VEHICLE/FACILITY MAINTENANCE POLICY	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	TRAINING POLICY	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	VEHICLE POLICY (driver/rider information)	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	COMPLAINT RESOLUTION POLICY	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	include in application packet	COPY OF VEHICLE INSURANCE POLICY (Evidencing Commercial Liability, General Liability, Collision, and Comprehensive Liability Insurance, with a limit of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence.)	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	include in application packet	PUBLIC NOTICE- (Please review Appendix A *Certifications and Assurances - Private Sector Protections*)	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	include in application packet	CURRENT LETTERS OF SUPPORT (From previous 12 month period of service)	<input type="checkbox"/>
*Please provide 1 original application and 1 copy				

APPLICANT SIGNATURE

CAMPO STAFF SIGNATURE

PLEASE BE ADVISED THAT UPON ACCEPTANCE OF THIS APPLICATION FOR FTA FUNDING THERE MAY BE ADDITIONAL OBLIGATORY REQUIREMENTS UPON ENTERING INTO AN EXECUTED AGREEMENT INCLUDING BUT NO LIMITED TO THE FOLLOWING:

Quarterly Ridership Report (CAMPO approved form)

Quarterly Vehicle Performance Measurement Report (CAMPO approved form)

Quarterly written copies of current routes, schedules, and fares of the Transportation System

Quarterly written Progress Report (detailing any changes or additions to the System)

Insurance policy certificates, declaration pages and endorsements designating the Carson Area Metropolitan Planning Organization as an additional insured evidencing Commercial Liability, General Liability, Collision, and Comprehensive Liability Insurance, with a limit of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence.

Annual U.S. Department of Transportation Drug and Alcohol Testing Management Information System (MIS) Data Collection Form

Follow the Federal Transit Administration (FTA) of the U.S. Department of Transportation 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (USDOT) has published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

**CARSON AREA METROPOLITAN PLANNING ORGANIZATION
FEDERAL GRANT APPLICATION
FEDERAL FISCAL YEAR 2016 APPORTIONMENT**

Please fill out a separate application for each Grant Program you are applying for. Attach the original signed documents along with 1 complete copy of your application package and send to the Carson Area Metropolitan Planning Organization (CAMPO) 3505 Butti Way Carson City NV, 89701. Please retain 1 complete copy for your records.

Applicant Carson City Regional Transportation Commission (RTC)

*If you are a County applying on behalf of a transit system, please provide names and addresses for both the County and the transit system.

Physical Address 3505 Butti Way Carson City, NV 89701

Mailing Address 3505 Butti Way Carson City, NV 89701

Contact Person/Official Patrick Pittenger

Title Transportation Manager

Telephone 775-283-7396

Fax 775-887-2112

E-mail address ppittenger@carson.org

Federal Tax ID# _____

DUNS # _____

Type of Agency

- | | |
|-------------------------------------|----------------------------------|
| <input type="checkbox"/> | Private Non-Profit |
| <input type="checkbox"/> | Private For-Profit |
| <input checked="" type="checkbox"/> | Governmental Agency |
| <input type="checkbox"/> | Tribal Agency (Sovereign Nation) |
| <input type="checkbox"/> | Other (describe) |

Type of Service

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | Senior Center/Disabled Workshop |
| <input checked="" type="checkbox"/> | Demand-Response (Dial-a-Ride, Door to Door) |
| <input type="checkbox"/> | Deviated Fixed-Route |
| <input checked="" type="checkbox"/> | Fixed route |
| <input type="checkbox"/> | Other (describe) |

Mission/Vision Statement: Keeping Carson City running smoothly

PROJECT JUSTIFICATION

1. Please describe in detail your transportation program and how this funding will enhance the services offered.

The Carson City Regional Transportation Commission (RTC) operates the Jump Around Carson (JAC) public transportation system. JAC serves much of the urbanized area of Carson City, and is currently in its 11th year of service to the community. The service is open to the general public, and all persons--including seniors and disabled individuals--who present appropriate fare media (e.g. cash, bus pass, transfer) are provided with service. In addition to the JAC fixed route service, the RTC also provides complementary paratransit service known as JAC Assist. This door-to-door transportation service is for persons with disabilities who cannot use the regular bus service. Seniors over the age of 80 also qualify for this service. Grant funds from the 5310 Program will provide valuable funding for the JAC and JAC Assist transportation systems, allowing each to continue to operate at current capacity levels. Without these funds, the RTC runs the risk of facing funding shortfalls which could potentially result in a slight reduction in service.

2. Describe the transportation services currently being provided by your organization and/or others in the same region.

JAC operates a fixed route system, with four buses on four distinct routes. JAC Assist operates as a complementary paratransit service, providing door-to-door transportation service. These services operate from 6:30 a.m. to 7:30 p.m. Monday through Friday, and 8:30 a.m. to 4:30 p.m. on Saturday. The base fare for a one-way trip on fixed route buses is \$1.00 for adults, ages 19-59. Youth, (5-18), seniors (60+), and individuals with disabilities pay a \$0.50 discounted fare. One-way JAC Assist fares are \$2.00 for those seniors and individuals with disabilities who qualify to use the service. Personal care attendants assisting JAC Assist passengers may ride at no extra charge. While the Carson City RTC is the primary provider of public transportation service within Carson City, other public transportation services are available to lesser extent. The Regional Transportation Commission of Washoe County, the Tahoe Transportation District, Amador Stage Lines, and Silverado Stages each operate an express intercity commuter bus service with limited stops in Carson City. Additionally, the Rural Senior Volunteer Program (RSVP) provides free rides to the low income elderly for whom no other appropriate transportation is available, including service to rural areas where no other options may be available.

3. Provide a detailed description of your organization. Provide information regarding how your organization came to be. Include the future vision for the organization.

In 2002, the Carson City urbanized area received the designation of metropolitan planning organization. As a result, the newly created Carson Area Metropolitan Planning Organization became eligible to receive additional transportation-related funding. In 2005, the existing transportation service, the Carson City Community Transportation system, was expanded as a fixed route bus service; the demand response service was also adjusted in order to act as a complementary paratransit service. Together, these services form the JAC transit system. In 2014, JAC's first service expansion was implemented, which included an additional hour of fixed route service during weekday evenings, as well as a specialty service geared toward college students taking night courses. The paratransit service was also expanded to mirror these changes in operating hours.

4. Describe any (proposed or currently in use) connectivity/coordination efforts with surrounding area transit providers.

The Carson City RTC currently coordinates, to varying extent, with all of the other public transportation providers in Carson City mentioned above. The Carson City RTC works with the RTC of Washoe County to provide for the intercity bus service--funding for the service is provided by each entity based on the proportion of service provided within the respective entity's jurisdiction. Additionally, the intercity buses share the transfer plaza with the JAC fixed route buses in order to create more seamless transfers for passengers. The Carson City RTC also works with the Tahoe Transportation District (which operates the BlueGo bus service) to create better connections between Carson City, Lake Tahoe, and Minden/Gardnerville. In addition to sharing the transfer plaza with BlueGo buses, JAC also shares other facilities with BlueGo including bus stops and bus shelters. These shared facilities (including signs and benches) are installed and maintained by Carson City. Finally, the Carson City RTC coordinates, wherever possible, with the RSVP Transportation Program. Each entity works continuously to facilitate the provision of transportation services to those in need. More specifically, the Carson City RTC works with RSVP to identify and solve shortfalls of public transportation within Carson City.

The following information is required by the Federal Transit Administration. The economic/racial/ethnic composition of your governing body will not be considered as a factor in awarding this grant.

Our governing body (board of director, city council, etc.) is made up predominantly of minority and/or low income individuals.

Yes No

SERVICE

- | | | |
|-------------------------|---|--|
| Clientele Served | <input checked="" type="checkbox"/> Elderly (60+ years old) | <input checked="" type="checkbox"/> General Public (18-59 years old) |
| | <input checked="" type="checkbox"/> Persons with disabilities | <input checked="" type="checkbox"/> Children (under age 5) |
| | <input checked="" type="checkbox"/> Low Income/Welfare | <input checked="" type="checkbox"/> Children (5-7 years old) |
| | <input checked="" type="checkbox"/> Minorities | <input checked="" type="checkbox"/> Children (8-17 years old) |
| | <input checked="" type="checkbox"/> Commuters | |

Location (check all that apply)

- Non-Urban Area (Rural under 50,000 population)
- Small Urban Area (50,000 - 200,000 population)
- Douglas County
- Lyon County
- Carson City

Areas Served

- Carson City _____
- Northern Douglas County _____
- _____
- _____
- _____
- _____

DESCRIPTION OF VEHICLE(S)/BUS(ES) REQUESTED*

Quantity	VEHICLE DESCRIPTION (including size, capacity, wheelchair positions, etc.)	Estimated Cost
TOTAL QUANTITY	0	TOTAL ESTIMATED COST \$0.00

*CAMPO staff will procure requested vehicle(s). Actual price will be based on bids received

Agency Name **Carson City RTC** Vehicle Inventory - FFY 2016

Vehicle Identification Number	License #	Condition Poor/Good/ Excellent	Year & Vehicle Mode (BU=Bus, CU=Cutaway, VN=Van, MV=Minivan)	Vehicle Length	Seating Capacity	ADA Accessible Vehicle Yes/No ; # of ADA Seats	Mileage	Funding Source*	Vehicle to be Replaced Yes/No	Lein-holder- see title
1GBDV13157D176563	EX54263	GOOD	2007 MV	17'	8	YES	50,749	FTA	NO	NONE
1FD4E45P08DB59410	EX58366	GOOD	2009 CU	24'	21/15+2	YES	107,696	FTA	NO	NONE
1FD4E45P78DB59498	EX58365	GOOD	2009 CU	24'	21/15+2	YES	101,148	FTA	NO	NONE
1GBJ5C1919F403214	EX59736	GOOD	2009 BU	34'	32/24+2	YES	200,238	FTA	NO	NONE
1GBJ5C19X9F403292	EX59737	GOOD	2009 BU	34'	32/24+2	YES	189,780	FTA	NO	NONE
1GBJ5C1979F403525	EX59733	GOOD	2009 BU	34'	32/24+2	YES	160,186	FTA	NO	NONE
1GBJ5C1939F403070	EX59734	GOOD	2009 BU	34'	32/24+2	YES	189,434	FTA	NO	NONE
1GBJ5V1919F412619	EX59765	GOOD	2010 BU	34'	32/24+2	YES	173,364	FTA	NO	NONE
5WEASSKN9CJ586552	EX61631	GOOD	2011 BU	35'	32/21+3	YES	100,551	FTA	NO	NONE
1GB3G3BG1C1197428	EX62237	GOOD	2012 CU	21'	8+1/4+3	YES	46,484	FTA	NO	NONE
1GB3G3BG9C1195992	EX62249	GOOD	2012 CU	21'	8+1/4+3	YES	62,387	FTA	NO	NONE
1GB3G3BG7C1196882	EX62200	GOOD	2012 CU	21'	8+1/4+3	YES	59,344	FTA	NO	NONE
5WEASSKN8EH766597	EX63595	GOOD	2013 BU	35'	32/21+3	YES	61,943	FTA	NO	NONE
1GB6G5BGXF1130341	EX66603	EXC	2015 CU	23'	17/13+2	YES	13,071	FTA	NO	NONE
1GB6G5BG4F1130139	EX66602	EXC	2015 CU	23'	17/13+2	YES	15,130	FTA	NO	NONE

*Funding Source - Please provide the largest funding source used to purchase the vehicle. Please be specific. (i.e. FTA, other federal funds, private or other--describe).

FTA BUDGET (1 of 2) ALL APPLICANTS 5310 or 5339

<u>CAPITALIZED OPERATING EXPENSES 5310</u>	
Contract Operator Expenses	\$ 133,699
(Defined as acquisition of transportation services under a contract, lease, or other arrangement)	
(A) TOTAL CAPITAL EXPENSES \$ 133,699	

<u>OPERATING EXPENSES 5310</u>	
Operator Expenses	\$
(Defined as the incremental cost of providing same day service or door-to-door service)	
Fuel/Oil Fluids	\$
Driver/Dispatcher Salaries	\$
Other (Specify)	\$
(B) TOTAL OPERATING EXPENSES \$	

<u>CAPITAL PURCHASES (5339 or 5310)</u>	
Buses/Van/Paratransit Vehicle	\$
Radios/Comm Equipment	\$
Bus Facilities (Shelters, Signs)	\$
Vehicle Overhaul/Rehab/etc.	\$
Other (Specify)	\$
(C) TOTAL CAPITAL PURCHASES \$	

<u>REVENUE</u>	
(MUST INCLUDE PROJECTED FAREBOX REVENUE)	
Source	Dollar Amount
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
(D) TOTAL REVENUE \$	

<u>MATCH</u>	
Source	Dollar Amount
\$ Carson City Transit Fund	\$ 26,743
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
(E) TOTAL MATCH \$	

5310 Enhanced Mobility for Seniors & Individuals with Disabilities

This program provides funds to 1) serve the special needs of transit-dependent populations beyond traditional public transportat service, where public transportation is insufficient, inappropriate, or unavailable; 2) projects that exceed the requirements of the Americans with Disabilities Act (ADA); 3) projects that improve access to fixed route service and decreased reliance on complementary paratransit; and 4) project that are alternatives to public transportation.

5339 Bus and Bus Facilities

This program provides funding to replace, rehabilitate, and purchase buses and related equipment as well as construct bus-related facilities. This includes the acquisition of buses for fleet and service expansion, bus maintenance and administrative facilities, transfer facilities, bus malls, transport centers, intermodal terminals, park-and-ride stations, passenger shelters and bus stop signs, accessory and miscellaneous equipment such as mobile radio units, fare boxes, computers, and shop and garage equipment.

5310 / 5339 BUDGET (2 of 2)

TOTAL CAPITALIZED OPERATING EXPENSES	133,699	(A) On Budget Page 1 of 2
TOTAL FAREBOX REVENUE		(D) On Budget Page 1 of 2
NET OPERATING EXPENSES	133,699	Total expenses minus total revenue
FTA CAPITALIZED OPERATING AMOUNT	106,956	80% of net expenses
SUB-RECIPIENT CAPITALIZED OPERATING MATCH	26,743	20% of net expenses

TOTAL OPERATING EXPENSES		(B) On Budget Page 1 of 2
TOTAL FAREBOX REVENUE		(D) On Budget Page 1 of 2
NET OPERATING EXPENSES		Total expenses minus total revenue
FTA OPERATING AMOUNT		50% of net expenses
SUB-RECIPIENT OPERATING AMOUNT		50% of net expenses

TOTAL CAPITAL PURCHASES		(C) On Budget Page 1 of 2
FTA OPERATING AMOUNT		80% of total
SUB-RECIPIENT OPERATING AMOUNT		20% of total

PLEASE LIST FUNDING BELOW IN WHOLE DOLLARS

TOTAL FTA FUNDS REQUESTED	\$106,956	(FTA CAPITALIZED OPERATING, OPERATING, & CAPITAL PURCHASES FROM ABOVE)
SUBRECIPIENT MATCH	\$26,743	(SUBRECIPIENT CAPITALIZED OPERATING, OPERATING, & CAPITAL PURCHASES FROM ABOVE)

AUTHORIZING RESOLUTION

APPLICANT Carson City Regional Transportation Commission
(Printed Name of Transportation Provider)

AUTHORIZED REPRESENTATIVE Brad Bonkowski
(Printed name of Authorized Representative)

Resolution authorizing the filing of an application for a Federal Transit Administration / Carson Area Metropolitan Planning Organization grant under 49 USC Chapter 53.

WHEREAS, the U S Department of Transportation (USDOT) is authorized to make grants to metropolitan planning organizations through the Federal Transit Administration (FTA) to support transportation projects under 49 USC Chapter 53; and

WHEREAS, the Carson Area Metropolitan Planning Organization (CAMPO) has been designated to administer certain transportation projects under 49 USC Chapter 53; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the APPLICANT, including provisions of the local share of project costs;

NOW, THEREFORE, BE IT RESOLVED BY THE APPLICANT:

That the above named representative is authorized to execute and file an application with CAMPO on behalf of our agency to aid in the financing of capital, and / or operating costs pursuant to 49 USC Chapter 53; and

That the above named representative is authorized to furnish such additional information as CAMPO may require in connection with the application or the project.

The undersigned certifies that the foregoing is a true and correct statement.

Carson City Regional Transportation Commission Chair
(Printed Title of Authorized Representative)

_____ Dated _____
(Signature of Authorized Representative)

REFERENCES:

Carson Area Metropolitan Planning Organization (CAMPO) FTA grant application packet

www.carson.org Government → Departments G-Z → Public Works → CAMPO → Documents → Apply for Grant Funding

Federal Fiscal 2016 Certifications and Assurances

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>

Fixing America's Surface Transportation (FAST) Act

<https://www.transit.dot.gov/FAST>

United States Department of Transportation (USDOT)

www.dot.gov

Federal Transit Administration (FTA)

www.fta.dot.gov

Title 49 USC Chapter 53 Grant Programs

<https://www.transit.dot.gov/grants>

Best Practices Procurement Manual

<https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>

OMB "Super Circular" or 2 C.F.R. 200

<https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

Americans with Disabilities Act (ADA)

www.fta.dot.gov/civil_rights.html

Drug and Alcohol Regulations

<https://www.federalregister.gov/articles/2001/08/09/01-19234/prevention-of-alcohol-misuse-and-prohibited-drug-use-in-transit-operations>

United States of American Department of Transportation FTA Master Agreement

<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fta-ma21-october-1-2014>

Data Universal Numbering System (DUNS) information

<http://www.dnb.com/get-a-duns-number.html>

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

PREFACE

Except as the Federal Transit Administration (FTA or We) determines otherwise in writing, before FTA may award federal assistance for public transportation in the form of a federal grant, cooperative agreement, loan, line of credit, or loan guarantee, certain pre-award Certifications and Assurances are required. The Applicant must authorize a representative (Authorized Representative) to select and sign its Certifications and Assurances and bind the Applicant's compliance. You, as your Applicant's Authorized Representative, must select and sign all Certifications and Assurances that your Applicant must provide to support each application it submits to FTA for federal assistance during federal fiscal year (FY) 2016.

We request that you read each Certification and Assurance and select those that will apply to any application for which your Applicant might seek federal assistance from FTA during FY 2016. As provided by federal laws, regulations, and requirements, only if you select adequate Certifications and Assurances on your Applicant's behalf may FTA award federal assistance.

We have consolidated our Certifications and Assurances into twenty-three (23) Categories. At a minimum, you must select the Assurances in Category 01. If your Applicant requests more than \$100,000 in federal assistance, you must select the "Lobbying" Certification in Category 02, except if your Applicant is an Indian tribe, Indian organization, or an Indian tribal organization. Depending on the nature of your Applicant and the Award it seeks, you may also need to select one or more Certifications and Assurances in Categories 03 through 23. Instead of selecting individual Categories of Certifications and Assurances, however, you may make a single selection that will encompass all twenty-three (23) Categories of Certifications and Assurances that apply to our various programs.

FTA, your Applicant, and you, as your Applicant's Authorized Representative, understand and agree that not every provision of these twenty-three (23) Categories of Certifications and Assurances will apply to every Applicant or every Award or Project included in an Award, even if you make a single selection encompassing all twenty-three (23) Categories. Nor will every provision of each Certification or Assurance within a single Category apply if that provision does not apply to your Applicant or the Award it seeks. The type of Applicant and its application will determine which Certifications and Assurances apply.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected that apply to its Award, itself, any Subrecipient, or any other Third Party Participant in its Award, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including,

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant as necessary to assure your Applicant's compliance with the applicable Certifications and Assurances selected on its behalf.

Except as FTA determines otherwise in writing, if your Applicant is a team, consortium, joint venture, or partnership, it understands and agrees that you must identify the activities that each member will perform and the extent to which each member will be responsible for compliance with the Certifications and Assurances selected on its behalf. You also must identify each member's role in the Award, whether as a Recipient, Subrecipient, Third Party Contractor, or other Third Party Participant.

It is important that your Applicant and you also understand that these Certifications and Assurances are pre-award requirements, generally imposed by federal law or regulation, and do not include all federal requirements that may apply to it or its Award. We expect you to submit your Applicant's FY 2016 Certifications and Assurances and its applications for federal assistance in FTA's electronic award and management system, currently the Transit Award Management System (TrAMS). You must be registered in TrAMS to submit to FTA your Applicant's FY 2016 Certifications and Assurances. TrAMS contains fields for selecting among the twenty-three (23) Categories of Certifications and Assurances and a designated field for selecting all twenty-three (23) Categories of Certifications and Assurances. If FTA agrees that you are unable to submit your Applicant's FY 2016 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Categories of Certifications and Assurances that you are submitting.

Be aware that these Certifications and Assurances have been prepared in light of:

- *The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015,*
- *The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the Surface Transportation and Veterans Health Care Choice Improvement Act of 2015, Public Law No. 114-41, July 31, 2015 and other authorizing legislation to be enacted,*
- *FTA's authorizing legislation in effect in FY 2012 or a previous fiscal year, except as superseded by the FAST Act cross-cutting requirements that apply, and*
- *Appropriations Acts or Continuing Resolutions funding the U.S. Department of Transportation during Fiscal Year 2016.*

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

CATEGORY 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

Before FTA may provide federal assistance for your Applicant's Award, you must select the Certifications and Assurances in Category 01 in addition to any other Certifications and Assurances that you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 01 that does not apply will not be enforced.

01.A. Certification and Assurance of Authority of the Applicant and Its Authorized Representative.

You certify and affirm that in signing these Certifications, Assurances, and Agreements, both you, as your Applicant's Authorized Representative, and your Applicant's attorney who is authorized to represent your Applicant in legal matters, may undertake the following activities on your Applicant's behalf, in compliance with applicable state, local, or Indian tribal laws, regulations, and requirements and its by-laws or internal rules:

1. Execute and file its application for federal assistance,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute its Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, or Line of Credit, for which the Applicant is seeking federal assistance from FTA,
4. Comply with applicable federal laws, regulations, and requirements, and
5. Follow applicable federal guidance.

01.B. Standard Assurances.

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable federal laws, regulations, and requirements in implementing its Award.
2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for each Award, including the FTA Master Agreement and other documents incorporated by reference and made part of its Grant Agreement or Cooperative Agreement, or latest amendment thereto.
3. It recognizes that federal laws, regulations, and requirements may be amended from time to time and those amendments may affect the implementation of its Award.
4. It understands that Presidential executive orders and federal guidance, including federal policies and program guidance, may be issued concerning matters affecting it or its Award.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

5. It agrees that the most recent federal laws, regulations, requirements, and guidance will apply to its Award, except as FTA determines otherwise in writing.
6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the federal assistance for those programs was appropriated or made available.

01.C. Intergovernmental Review Assurance.

(This assurance in this Category 01.C does not apply to an Indian tribe, an Indian organization, or an Indian tribal organization that applies for federal assistance made available under 49 U.S.C. § 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)

As required by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for federal assistance to the appropriate state and local agencies for intergovernmental review.

01.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) on the basis of race, color, national origin, religion, sex, disability, or age including:
 - a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
 - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
 - c. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, *et seq.*,
 - d. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*,
 - e. U.S. DOT 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,
 - f. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
 - g. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.
2. It will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

3. As required by 49 CFR § 21.7:
 - a. It will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
 - (1) It implements its Award,
 - (2) It undertakes property acquisitions, and
 - (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Award.
 - b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
 - c. It will promptly take the necessary actions to carry out this assurance, including the following:
 - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
 - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
 - d. If it transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
 - (1) While the property is used for the purpose that the federal assistance is extended, or
 - (2) While the property is used for another purpose involving the provision of similar services or benefits.
 - e. The United States has a right to seek judicial enforcement of any matter arising under:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, or
 - (3) This assurance.
 - f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) Federal transit law, 49 U.S.C. § 5332.
 - g. It will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
 - h. It will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
 - (1) Subrecipient,
 - (2) Transferee,
 - (3) Third Party Contractor or Subcontractor at any tier,
 - (4) Successor in Interest,
 - (5) Lessee, or

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- (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).
- i. It will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
 - (1) Subagreement at any tier,
 - (2) Property transfer agreement,
 - (3) Third party contract or subcontract at any tier,
 - (4) Lease, or
 - (5) Participation agreement.
- j. The assurances you have made on your Applicant's behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
 - (1) Federal assistance is provided for its Award,
 - (2) Its property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
 - (3) It retains ownership or possession of its property acquired or improved with federal assistance provided for its Award, or
 - (4) FTA may otherwise determine in writing.
- 4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:
 - a. It will comply with the following prohibitions against discrimination on the basis of disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:
 - (1) Construct any facility,
 - (2) Obtain any rolling stock or other equipment,
 - (3) Undertake studies,
 - (4) Conduct research, or
 - (5) Participate in any benefit or obtain any benefit from any FTA administered program.
 - b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability, be:
 - (1) Excluded from participation,
 - (2) Denied benefits, or
 - (3) Otherwise subjected to discrimination.

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01.E. Suspension and Debarment Certification.

On behalf of your Applicant, you certify that:

1. It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180.
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified.
 - b. Within a three-year period preceding its latest application or proposal, its management has not been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction, or contract under a public transaction,
 - (2) Violation of any federal or state antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.
 - c. It is 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 listed in the preceding subsection 2.b of this Certification.
 - d. It has not had one or more public transactions (federal, state, or local) terminated for cause or default within a three-year period preceding this Certification.
 - e. If, at a later time, it receives any information that contradicts the preceding statements of subsections 2.a – 2.d of this Category 01.E Certification, it will promptly provide that information to FTA.
 - f. It will treat each lower tier contract or subcontract under its Award as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a federal official.

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- g. It will require that each covered lower tier contractor and subcontractor:
 - (1) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Award is not presently declared by any federal department or agency to be:
 - (a) Debarred from participation in any federally assisted Award,
 - (b) Suspended from participation in any federally assisted Award,
 - (c) Proposed for debarment from participation in any federally assisted Award,
 - (d) Declared ineligible to participate in any federally assisted Award,
 - (e) Voluntarily excluded from participation in any federally assisted Award, or
 - (f) Disqualified from participation in any federally assisted Award.
- 5. It will provide a written explanation if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Category 01.E Certification.

01.F. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in this Category 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in federal laws, regulations, and requirements.

- 1. *Administrative Activities.* On behalf of your Applicant, you assure that:
 - a. For any application it submits for federal assistance, it has adequate resources to plan, manage, and complete properly the tasks to implement its Award, including:
 - (1) The legal authority to apply for federal assistance,
 - (2) The institutional capability,
 - (3) The managerial capability, and
 - (4) The financial capability (including funds sufficient to pay the non-federal share of the cost of incurred under its Award).
 - b. As required, it will give access and the right to examine materials related to its Award to the following entities or individuals, including, but not limited to:
 - (1) FTA,
 - (2) The Comptroller General of the United States, and
 - (3) The State, through an appropriate authorized representative.
 - c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance.
 - d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
 - (1) A personal or organizational conflict of interest or personal gain, or

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- (2) An appearance of a personal or organizational conflict of interest or personal gain.
2. *Specifics of the Award.* On behalf of your Applicant, you assure that:
 - a. It will begin and complete work within the period of performance that applies following receipt of an FTA Award.
 - b. For FTA assisted construction Awards:
 - (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
 - (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms to the approved plans and specifications,
 - (3) It will include a covenant to assure nondiscrimination during the useful life of the real property financed under its Award in its title to that real property,
 - (4) To the extent FTA requires, it will record the federal interest in the title to FTA assisted real property or interests in real property, and
 - (5) It will not alter the site of the FTA assisted construction or facilities without permission or instructions from FTA by:
 - (a) Disposing of the underlying real property or other interest in the site and facilities,
 - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
 - (c) Changing the terms of the underlying real property title or other interest in the site and facilities.
 - c. It will furnish progress reports and other information as FTA or the state may require.
3. *Statutory and Regulatory requirements.* On behalf of your Applicant, you assure that:
 - a. It will comply with all federal laws, regulations, and requirements relating to nondiscrimination that apply, including, but not limited to:
 - (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. § 2000d.
 - (2) The prohibitions against discrimination on the basis of sex, as provided in:
 - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 – 1683, and 1685 – 1687, and
 - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25.
 - (3) The prohibitions against discrimination on the basis of age in federally assisted programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 – 6107.
 - (4) The prohibitions against discrimination on the basis of disability in federally assisted programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794.

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- (5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*
 - (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. § 3601 *et seq.*
 - (7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*
 - (8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*
 - (9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. § 290dd – 290dd-2.
 - (10) The nondiscrimination provisions of any other statute(s) that may apply to its Award.
- b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. § 4601 *et seq.*, and 49 U.S.C. § 5323(b), regardless of whether federal assistance has been provided for any real property acquired or improved for purposes of its Award:
- (1) It will provide for fair and equitable treatment of any displaced persons or any persons whose property is acquired or improved as a result of federally assisted programs.
 - (2) It has the necessary legal authority under state and local laws, regulations, and requirements to comply with:
 - (a) The Uniform Relocation Act. 42 U.S.C. § 4601 *et seq.*, as specified by 42 U.S.C. §§ 4630 and 4655, and
 - (b) U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, specifically 49 CFR § 24.4.
 - (3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24.
 - (b) As provided by 42 U.S.C. §§ 4622, 4623, and 4624, and 49 CFR part 24, if its Award results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 - 1 Displaced families or individuals, and
 - 2 Displaced corporations, associations, or partnerships.

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- (c) As provided by 42 U.S.C. § 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 - 1 Displaced families and individuals, and
 - 2 Displaced corporations, associations, or partnerships.
 - (d) As provided by 42 U.S.C. § 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals.
 - (e) It will:
 - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin.
 - (f) It will be guided by the real property acquisition policies of 42 U.S.C. §§ 4651 and 4652.
 - (g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. §§ 4653 and 4654, understanding that FTA will provide federal assistance for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. § 4631.
 - (h) It will execute the necessary implementing amendments to FTA assisted third party contracts and subagreements.
 - (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances.
 - (j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, related to its Award that involves relocation or land acquisition.
 - (k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions.
- c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. § 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.
 - d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by federal assistance of:
 - (1) The National Research Act, as amended, 42 U.S.C. § 289 *et seq.*, and
 - (2) U.S. DOT regulations, “Protection of Human Subjects,” 49 CFR part 11.
 - e. It will, to the extent applicable, comply with the labor standards and protections for federally assisted Awards of:
 - (1) The Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147,

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- (2) Sections 1 and 2 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874, and 40 U.S.C. § 3145, respectively, and
 - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3701 *et seq.*
- f. It will comply with any applicable environmental standards prescribed to implement federal laws and executive orders, including, but not limited to:
- (1) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. § 4321 note.
 - (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. § 7606 note.
 - (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. § 4321 note.
 - (4) Following the evaluation of flood hazards in the floodplains provisions of Executive Order No. 11988, May 24, 1977, 42 U.S.C. § 4321 note, and Executive Order No. 13690 “Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input, January 30, 2015.
 - (5) Complying with the assurance of consistency with the approved state management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 – 1465.
 - (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 – 7671q.
 - (7) Complying with protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f – 300j-6.
 - (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 – 1544.
 - (9) Complying with the environmental protections for federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance to be used in a transportation Award, as required by 49 U.S.C. § 303 (also known as “Section 4f”).
 - (10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 – 1287.
 - (11) Complying with and facilitating compliance with:
 - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300108,

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- (b) The Archaeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*, and
 - (c) Executive Order No. 11593 (identification and protection of historic properties), 54 U.S.C. § 300101.
- g. To the extent applicable, it will comply with the following federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported with federal assistance:
 - (1) The Animal Welfare Act, as amended, 7 U.S.C. § 2131 *et seq.*, and
 - (2) U.S. Department of Agriculture regulations, “Animal Welfare,” 9 CFR subchapter A, parts 1, 2, 3, and 4.
- h. To the extent applicable, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically 49 CFR § 41.117(d), before accepting delivery of any FTA assisted buildings.
- i. It will comply with and assure that each of its Subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), by:
 - (1) Participating in the federal flood insurance program, and
 - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- j. It will comply with:
 - (1) The Hatch Act, 5 U.S.C. §§ 1501 – 1508, 7324 – 7326, which limits the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with federal assistance, including a federal loan, grant agreement, or cooperative agreement, and
 - (2) 49 U.S.C. § 5323(1)(2) and 23 U.S.C. § 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving federal assistance appropriated or made available under 49 U.S.C. chapter 53 and 23 U.S.C. § 142(a)(2) to whom the Hatch Act does not otherwise apply.
- k. It will perform the financial and compliance audits as required by the:
 - (1) Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*,
 - (2) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 200, and
 - (3) Most recent applicable U.S. OMB Compliance Supplement, 2 CFR part 200, appendix XI (previously known as the U.S. OMB Circular A-133 Compliance Supplement).

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- l. It will comply with all other federal laws, regulations, and requirements that apply.
- m. It will follow federal guidance governing it and its Award, except as FTA has expressly approved otherwise in writing.

CATEGORY 02. LOBBYING.

Before FTA may provide federal assistance for a grant or cooperative agreement exceeding \$100,000 or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, unless your Applicant is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 31 U.S.C. § 1352, you must select the Lobbying Certifications in Category 02 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. As required by 31 U.S.C. § 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
 - a. The lobbying restrictions of this Certification apply to its requests:
 - (1) For \$100,000 or more in federal assistance for a grant or cooperative agreement, and
 - (2) For \$150,000 or more in federal assistance for a loan, line of credit, loan guarantee, or loan insurance, and
 - b. Your Certification on its behalf applies to the lobbying activities of:
 - (1) It,
 - (2) Its Principals, and
 - (3) Its Subrecipients at the first tier.
2. To the best of your knowledge and belief:
 - a. No federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
 - (1) An officer or employee of any federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
 - b. It will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with the instructions on that form, if any funds

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other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence:

- (1) An officer or employee of any federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
- (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
- c. It will include the language of this Certification in its Award documents under a federal grant, cooperative agreement, loan, line of credit, or loan insurance including, but not limited to:
 - (1) Each third party contract,
 - (2) Each third party subcontract,
 - (3) Each subagreement, and
 - (4) Each third party agreement.
3. It understands that:
 - a. This Certification is a material representation of fact that the Federal Government relies on, and
 - b. It must submit this Certification before the Federal Government may award federal assistance for a transaction covered by 31 U.S.C. § 1352, including a:
 - (1) Federal grant or cooperative agreement, or
 - (2) Federal loan, line of credit, loan guarantee, or loan insurance.
4. It understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 03. PROCUREMENT AND PROCUREMENT SYSTEMS.

We request that you select the Procurement and Procurement Systems Certification in Category 03 on behalf of your Applicant, especially if your Applicant is a state, local, or Indian tribal government with a certified procurement system, as provided in 2 CFR § 200.324(c)(2), incorporated by reference in 2 CFR part 1201 or former 49 CFR 18.36(g)(3)(ii).

Any provision of the Certification in Category 03 that does not apply will not be enforced.

On behalf of your Applicant, you certify that its procurements and its procurement system will comply with all federal laws, regulations, and requirements in accordance with applicable federal guidance, except as FTA has approved otherwise in writing.

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CATEGORY 04. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide federal assistance for an Award that involves the acquisition of public transportation property or the operation of public transportation facilities or equipment, you must select the Private Property Protections Assurances in Category 04.A and enter into the Agreements in Category 04.B and Category 04.C on behalf of your Applicant in addition to other Certifications you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurances and Agreements in Category 04 that does not apply will not be enforced.

04.A. Private Property Protections.

If your Applicant is a state, local government, or Indian tribal government and seeks federal assistance from FTA to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Category 04.A apply to your Applicant, except as FTA determines otherwise in writing.

To facilitate FTA's ability to make the findings required by 49 U.S.C. § 5323(a)(1), on behalf of your Applicant, you assure that:

1. It has or will have:
 - a. Determined that the federal assistance it has requested is essential to carrying out its Program of Projects as required by 49 U.S.C. §§ 5303, 5304, and 5306,
 - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
 - c. Paid just compensation under state or local laws to the company for any franchise or property acquired.
2. It has completed the actions described in the preceding section 1 of this Category 04.A Certification before:
 - a. It acquires the property or an interest in the property of a private provider of public transportation, or
 - b. It operates public transportation equipment or facilities:
 - (1) In competition with transportation service provided by an existing public transportation operator, or
 - (2) In addition to transportation service provided by an existing public transportation operator.

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04.B. Charter Service Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the Charter Service Agreement in Category 04.B applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(d) and (g) and FTA regulations, “Charter Service,” 49 CFR part 604, specifically 49 CFR § 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA’s “Charter Service” regulations apply as follows:
 - a. FTA’s Charter Service regulations restrict transportation by charter service using facilities and equipment acquired or improved under its Award from FTA financed with federal assistance derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - b. FTA’s charter service restrictions extend to:
 - (1) Your Applicant, when it becomes a Recipient of federal assistance appropriated or made available for:
 - (a) Federal transit laws, 49 U.S.C. chapter 53,
 - (b) 23 U.S.C. §§ 133 or 142, or
 - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - (2) Any Third Party Participant that receives federal assistance derived from:
 - (a) Federal transit laws, 49 U.S.C. chapter 53,
 - (b) 23 U.S.C. §§ 133 or 142, or
 - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - c. A Third Party Participant includes any:
 - (1) Subrecipient at any tier,
 - (2) Lessee,
 - (3) Third Party Contractor or Subcontractor at any tier, and
 - (4) Other Third Party Participant in its Award.
 - d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives federal public transportation assistance appropriated or made available for its Award will engage in charter service operations, except as permitted under:
 - (1) Federal transit laws, specifically 49 U.S.C. § 5323(d) and (g),
 - (2) FTA regulations, “Charter Service,” 49 CFR part 604, to the extent consistent with 49 U.S.C. § 5323(d) and (g),
 - (3) Any other federal Charter Service regulations, or

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- (4) Federal guidance, except as FTA determines otherwise in writing.
- e. You and your Applicant agree that the latest Charter Service Agreement selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the Underlying Agreement accompanying its Award of federal assistance from FTA.
- f. You and your Applicant agree that:
 - (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives federal assistance from FTA appropriated or made available for its Award that has engaged in a pattern of violations of FTA's Charter Service regulations by:
 - (a) Conducting charter operations prohibited by federal transit laws and FTA's Charter Service regulations, or
 - (b) Otherwise violating its Charter Service Agreement selected in its latest annual Certifications and Assurances, and
 - (2) These corrective measures and remedies may include:
 - (a) Barring it or any Third Party Participant operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA,
 - (b) Withholding an amount of federal assistance as provided by Appendix D to FTA's Charter Service regulations, or
 - (c) Any other appropriate remedy that may apply.
- 2. In addition to the exceptions to the restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
 - a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. §§ 5307 or 5311 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under former 49 U.S.C. §§ 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that federal assistance from FTA for those program purposes only.
 - b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. § 5310 to be used for New Freedom activities that would have been eligible for assistance under former 49 U.S.C. § 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that federal assistance from FTA for those program purposes only.
 - c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally assisted public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. § 5323(r).

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04.C. School Bus Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the School Bus Agreement in Category 04.C applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(f) and (g) and FTA regulations, “School Bus Operations,” 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g), on behalf of your Applicant, you are entering into the following School Bus Agreement:

1. FTA’s “School Bus Operations” regulations restrict school bus operations using facilities and equipment acquired or improved with federal assistance derived from:
 - a. Federal transit laws, 49 U.S.C. chapter 53,
 - b. 23 U.S.C. §§ 133 or 142, or
 - c. Any other Act that provides federal public transportation assistance, unless otherwise excepted.
2. FTA’s school bus operations restrictions extend to:
 - a. Your Applicant, when it becomes a Recipient of federal assistance appropriated or made available for:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - b. Any Third Party Participant that receives federal assistance derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
3. A Third Party Participant includes any:
 - a. Subrecipient at any tier,
 - b. Lessee,
 - c. Third Party Contractor or Subcontractor at any tier, and
 - d. Other Third Party Participant in its Award.
4. You and your Applicant agree and will obtain the agreement of any Third Party Participant involved in your Applicant’s Award that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),
 - b. FTA regulations, “School Bus Operations,” 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),
 - c. Any other federal School Bus regulations, or
 - d. Federal guidance, except as FTA determines otherwise in writing.

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5. You and your Applicant agree that the latest School Bus Agreement selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference in and made part of the Underlying Agreement accompanying its Award of federal assistance.
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
 - a. Bar your Applicant or Third Party Participant from receiving further federal assistance for public transportation, or
 - b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

CATEGORY 05. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide federal assistance for an Award to acquire rolling stock for use in revenue service or to acquire a new bus model, you must select the Rolling Stock Reviews and Bus Testing Certifications in Category 05 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 05 that does not apply will not be enforced.

05.A. Rolling Stock Reviews.

If your Applicant seeks federal assistance from FTA to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Category 05.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that when procuring rolling stock for use in revenue service:

1. It will comply with:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(m), and
 - b. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, and
2. As provided in 49 CFR § 663.7:
 - a. It will conduct or cause to be conducted the required pre-award and post-delivery reviews of that rolling stock, and
 - b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

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05.B. Bus Testing.

If your Applicant seeks federal assistance from FTA to acquire a new bus model, the Bus Testing Certifications in Category 05.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. FTA's bus testing requirements apply to all acquisitions of new buses and new bus models that require bus testing as defined in FTA's Bus Testing regulations, and it will comply with:
 - a. 49 U.S.C. § 5318, and
 - b. FTA regulations, "Bus Testing," 49 CFR part 665, to the extent these regulations are consistent with 49 U.S.C. § 5318.
2. As required by 49 CFR § 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration:
 - a. It will not spend any federal assistance appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
 - (1) That new bus or new bus model has been tested at FTA's bus testing facility, and
 - (2) It has received a copy of the test report prepared for that new bus or new bus model, and
 - b. It will not authorize final acceptance of that new bus or new bus model until:
 - (1) That new bus or new bus model has been tested at FTA's bus testing facility, and
 - (2) It has received a copy of the test report prepared for that new bus or new bus model.
3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including the:
 - a. Performance standards for:
 - (1) Maintainability,
 - (2) Reliability,
 - (3) Performance (including braking performance),
 - (4) Structural integrity,
 - (5) Fuel economy,
 - (6) Emissions, and
 - (7) Noise, and
 - b. Minimum safety performance standards established under 49 U.S.C. § 5329.
4. After FTA regulations authorized by 49 U.S.C. § 5318(e)(2) are in effect, it will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the "Pass/Fail" standard established by regulation.

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CATEGORY 06. DEMAND RESPONSIVE SERVICE.

Before FTA may provide federal assistance for an Award to a public entity that operates demand responsive service to acquire a non-rail vehicle that is not accessible, you must select the Demand Responsive Service Certifications in Category 06 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 06 that does not apply will not be enforced.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR § 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
 - a. Individuals with disabilities, including individuals who use wheelchairs, and
 - b. Individuals without disabilities.
2. Viewed in its entirety, its service for individuals with disabilities is:
 - a. Provided in the most integrated setting feasible, and
 - b. Equivalent to the service it offers individuals without disabilities with respect to:
 - (1) Response time,
 - (2) Fares,
 - (3) Geographic service area,
 - (4) Hours and days of service,
 - (5) Restrictions on priorities based on trip purpose,
 - (6) Availability of information and reservation capability, and
 - (7) Constraints on capacity or service availability.

CATEGORY 07. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide federal assistance for an Award in support of an Intelligent Transportation System (ITS), you must select the Intelligent Transportation Systems Assurances in Category 07 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurances in Category 07 that does not apply will not be enforced.

On behalf of your Applicant, you and your Applicant:

1. Understand that, as used in this Assurance, the term Intelligent Transportation System is defined to include technologies or systems of technologies that provide or

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- significantly contribute to the provision of one or more Intelligent Transportation System (ITS) user services as defined in the “National ITS Architecture.”
2. Assure that, as provided in 23 U.S.C. § 517(d), any Award that includes an ITS or related activity financed with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. § 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. § 517(d)(2).

CATEGORY 08. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

Before FTA may award federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support the interest, financing, or leasing costs of any Award financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, any program to which the requirements of 49 U.S.C. § 5307 apply, or any other program as FTA may specify, you must select the Certifications in Category 08 in addition to other Certifications and Assurances you must select on your Applicant’s behalf, except as FTA may determine otherwise in writing.

Any provision of the Certifications and Assurances in Category 08 that does not apply will not be enforced.

08.A. Interest and Financing Costs.

If your Applicant intends to use federal assistance to support the interest or any other financing costs for an Award financed under the Urbanized Area Formula Grants Program, the Fixed Guideway Capital Investment Grants Program, the New Starts, Small Starts, and Core Capacity Programs, any program that must comply with the requirements of 49 U.S.C. § 5307, or any other program as FTA may specify, the Interest and Financing Costs Certifications in Category 08.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or any other financing costs unless:
 - a. It is eligible to receive federal assistance for those costs, and
 - b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, as FTA may require.
2. It will comply with the same favorable financing cost provisions for Awards financed under:
 - a. The Urbanized Area Formula Grants Program,
 - b. A Full Funding Grant Agreement,

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- c. An Early Systems Work Agreement,
- d. The Fixed Guideway Capital Investment Program financed by previous FTA enabling legislation,
- e. Any program that must comply with the requirements of 49 U.S.C. § 5307, or
- f. Any other program as FTA may specify.

08.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks federal assistance from FTA to acquire capital assets (other than rolling stock or related equipment) through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Category 08.B applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, “Capital Leases,” 49 CFR part 639, to the extent consistent with the FAST Act, if your Applicant acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, it will not enter into a capital lease for which FTA can provide only incremental federal assistance unless it has adequate financial resources to meet its future lease obligations if federal assistance is not available.

CATEGORY 09. TRANSIT ASSET MANAGEMENT PLAN AND PUBLIC TRANSPORTATION AGENCY SAFETY PLAN.

Before FTA may provide federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support an Award, you must select the Certifications in Category 09 in addition to other Certifications and Assurances you must select on your Applicant’s behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 09 that does not apply will not be enforced.

09.A. Transit Asset Management Plan.

If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Group 09.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each of its Subrecipients will:

1. Follow federal guidance that, when issued, will implement the transit asset management system provisions of 49 U.S.C. § 5326, except as FTA determines otherwise in writing, and

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2. Comply with the final federal regulations that, when issued, will implement the transit asset management provisions of 49 U.S.C. § 5326.

09.B. Public Transportation Agency Safety Plan.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State government, local government, or any other operator of a public transportation system, the Public Transportation Safety Plan Certifications in Group 09.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it will:

1. Follow the Federal guidance, when issued, that will implement the safety plan provisions of 49 U.S.C. § 5329(d), except as FTA determines otherwise in writing, and
2. Comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

CATEGORY 10. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. § 5331 and its implementing regulations, before FTA may provide federal assistance for an Award, you must select the Certifications in Category 10 in addition to other Certifications and Assurances you select on your Applicant's behalf, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 10 that does not apply will not be enforced.

As required by 49 U.S.C. § 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, subpart I, specifically 49 CFR § 655.83, on behalf of your Applicant, including an Applicant that is a state, and on behalf of its Subrecipients and Third Party Contractors, you certify that:

1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
 - a. An alcohol misuse testing program, and
 - b. A controlled substance testing program.
2. Your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331.
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or its Third

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Party Contractors to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.

CATEGORY 11. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY IMPROVEMENT).

Before FTA may provide federal assistance for an Award financed under the New Starts, Small Starts, or Core Capacity Improvement Program authorized under 49 U.S.C. § 5309, you must select the Certifications in Category 11 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 11 that does not apply will not be enforced.

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan,
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304, and
5. It will comply with FTA guidance, "Final Interim Policy Guidance, Capital Investment Grant Program," August 2015, 80 *Fed. Reg.* 46514, August 5, 2015,

CATEGORY 12. STATE OF GOOD REPAIR PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State of Good Repair Program authorized under 49 U.S.C. § 5337, you must select the Certifications in Category 12 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 12 that does not apply will not be enforced.

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On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan, and
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 13. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS

Before FTA may provide federal assistance for an Award under the Buses and Bus Facilities Program authorized under 49 U.S.C. § 5339, as amended by the FAST Act, which among other things authorizes grants for Low or No Emission buses, you must select the Certifications in Category 13 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 13 that does not apply will not be enforced.

13.A. Grants for Buses and Bus Facilities Program The following Certifications for the Grants for Buses and Bus Facilities Program are required by 49 U.S.C. § 5339, as amended by the FAST Act, which provides that the requirements of 49 U.S.C. § 5307 shall apply to recipients of grants made in urbanized areas and the requirements of 49 U.S.C. § 5311 shall apply to recipients of grants made in rural areas under this 49 U.S.C. §§ 5339(a) and (b). Therefore:

1. If your Applicant is in an urbanized area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan,

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- d. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5339 during non-peak hours for transportation, recipients in an urbanized area will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
 - e. When carrying out a procurement under 49 U.S.C. § 5339, it will comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g. As required by 49 U.S.C. § 5307(d):
 - (1) It has or will have the amount of funds required for the non-federal share,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
 - i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation service.
 - j. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).
2. If your Applicant is in a rural area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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- c. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
- d. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
- e. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service with transportation service financed by other federal sources.
- f. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
 - (1) The statewide transportation improvement program, and
 - (2) To the extent applicable, a metropolitan transportation improvement program.
- g. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5311(g) ,
 - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
- h. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - a. The Recipient possessing the facility or equipment consents to the transfer, and
 - b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.

13.B. Low or No Emission Vehicle Deployment.

If your Applicant seeks federal assistance from FTA for an Award financed under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), the Certifications and Assurances in Category 13.B apply to your Applicant, except as FTA determines otherwise in writing.

Former section 5312(d)(5)(C)(i) of title 49, United States Code, requires the following Certifications for Low or No Emission Vehicle Deployment Program before awarding federal assistance appropriated or made available under MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

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1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award.
4. When using or involving a facility or equipment acquired or improved with federal assistance under former 49 U.S.C. § 5312(d)(5) during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and is unable to use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under this Program, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
 - a. It has informed or will inform the public of the amounts of its federal assistance available under this Program,
 - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities to be financed,
 - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
 - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
 - e. It has assured or will assure that its proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. § 5336, as amended by the FAST Act, with federally assisted transportation services supported by other federal sources,
 - f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
 - g. It has made or will make the final list of Projects for which an Award is sought available to the public.

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7. With respect to the non-federal share:
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
8. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
9. It has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation service.
10. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

CATEGORY 14. URBANIZED AREA FORMULA GRANTS PROGRAMS AND PASSENGER FERRY GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, which among other things, authorizes federal assistance for Job Access and Reverse Commute (JARC) activities, and the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), you must select the Certifications in Category 14 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 14 that does not apply will not be enforced.

14.A. Urbanized Area Formula Grants Program under the FAST Act.

If your Applicant seeks federal assistance from FTA for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, the Certifications in Category 14.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Urbanized Area Formula Grants Program under 49 U.S.C. § 5307, as amended by the FAST Act are required by 49 U.S.C. § 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan,
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307 during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
 - a. It has made or will make available to the public information on the amounts of federal assistance available to it under 49 U.S.C. § 5307,
 - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities for which federal assistance is sought,
 - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on its proposed Program of Projects and its performance as an Applicant or Recipient,
 - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
 - e. It has ensured or will ensure that its proposed Program of Projects provides for coordination of transportation services financed by FTA under 49 U.S.C. § 5336, as amended by the FAST Act, with transportation services supported by other Federal Government sources,
 - f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
 - g. It has made or will make its final Program of Projects available to the public.
7. As required by 49 U.S.C. § 5307(d):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and

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- c. It will provide the non-federal share when needed.
- 8. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
- 9. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation.
- 10. Each fiscal year:
 - a. It will assure that at least one (1) percent of the amount of federal assistance under 49 U.S.C. § 5307 apportioned to its urbanized area must be expended for Public Transportation Security activities as described in 49 U.S.C. § 5307(c)(1)(J)(i) including:
 - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
 - (2) Increased camera surveillance of an area in or adjacent to that system,
 - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
 - (4) Any other activity intended to increase the security and safety of an existing or planned public transportation system, or
 - b. The Designated Recipients in its urbanized area certify that such expenditures for Public Transportation Security activities are not necessary.
- 11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
 - a. It will provide a report by the end of the fourth quarter of the preceding federal fiscal year that lists projects carried out in the preceding fiscal year under this section for associated transit improvements as defined in 49 U.S.C. § 5302, and
 - b. The report of its Associated Transit Improvements or related activities is or will be incorporated by reference and made part of its Certifications and Assurances.
- 12. It will comply with the final federal regulations that, when issued, will implement the safety requirements of 49 U.S.C. § 5329(d).

14.B. Passenger Ferry Grant Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), the Certifications in Category 14.B apply to your Applicant, except as FTA determines otherwise in writing.

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The following Certifications for the Passenger Ferry Grant Program are required by 49 U.S.C. § 5307(c)(1) or (h). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307(h) during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307(h), it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. As required by 49 U.S.C. § 5307(d):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
7. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
8. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation service.
9. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

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CATEGORY 15. SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized under 49 U.S.C. § 5310, as amended by the FAST Act, you must select the Certifications in Category 15 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 15 that does not apply will not be enforced.

1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. § 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. Each Subrecipient is:
 - (1) A private nonprofit organization, or
 - (2) A state or local governmental authority that:
 - (a) Is approved by a state to coordinate services for seniors and individuals with disabilities, or
 - (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.
 - b. It will comply with the following selection and planning requirements:
 - (1) The Projects it has selected or will select for an Award or Subaward of federal assistance appropriated or made available under 49 U.S.C. § 5310 are included in a public transit-human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated.
 - (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
 - (a) Seniors,
 - (b) Individuals with disabilities,
 - (c) Representatives of public, private, and nonprofit transportation providers,
 - (d) Representatives of public, private, and nonprofit human services providers, and
 - (e) Other members of the public.
 - (3) Within its Award, the Projects selected to receive federal assistance will assist in providing transportation services for seniors and individuals with

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- disabilities are included in its Program of Projects, that is or will be submitted to FTA annually.
- (4) To the maximum extent feasible, the services financed by 49 U.S.C. § 5310 will be coordinated with transportation services financed by other federal departments and agencies, including any transportation activities carried out by a recipient of federal assistance from the Department of Health and Human Services.
 - c. As required by 49 U.S.C. § 5310(e)(2)(B), it certifies that if it allocates to any Subrecipient federal assistance received under 49 U.S.C. § 5310, it will have allocated that federal assistance on a fair and equitable basis.
 - d. It will not transfer a facility or equipment acquired or improved with federal assistance appropriated or made available for a grant under 49 U.S.C. § 5310 to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, unless:
 - (1) The recipient possessing the facility or equipment consents to the transfer, and
 - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5310.
 - e. As required by 49 U.S.C. § 5310(b)(2), it will use at least fifty-five (55) percent of the federal assistance it receives for Capital Projects to meet the special needs of seniors and individuals with disabilities.
 - f. The requirements of 49 U.S.C. § 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. § 5310.
2. FTA has determined that certain requirements of 49 U.S.C. § 5307 are appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, some of which require Certifications. Therefore, as specified under 49 U.S.C. § 5307(c)(1), it certifies that:
- a. It has or will have and will require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have and will require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award or Subaward.
 - c. It will maintain and will require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award or Subaward, in accordance with the recipient's transit asset management plan.
 - d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will require each Subrecipient to comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.

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- e. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5310,
 - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
- f. It has complied or will comply and will require each Subrecipient to comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
- g. To the extent applicable, it will comply and require its Subrecipients to comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

CATEGORY 16. RURAL AREAS AND APPALACHIAN DEVELOPMENT PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311(b), as amended by FAST Act, and the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), as amended by FAST, you must select the Certifications in Category 16 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 16 that does not apply will not be enforced.

16.A. Formula Grants for Rural Areas Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311, as amended by FAST Act, the Certifications in Category 16.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each state or state organization serving as your Applicant for federal assistance appropriated or made available for the Rural Areas Formula Program financed under 49 U.S.C. § 5311(b), as amended by FAST Act. On its behalf, you certify and assure that:

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1. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
4. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
5. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service authorized by 49 U.S.C. § 5311(b) with transportation service financed by other federal sources.
6. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
 - a. The statewide transportation improvement program, and
 - b. To the extent applicable, a metropolitan transportation improvement program.
7. With respect to the non-federal share:
 - a. It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by former 49 U.S.C. § 5311(g),
 - b. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - c. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
8. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - a. The Recipient possessing the facility or equipment consents to the transfer, and
 - b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.
9. Each fiscal year:
 - a. It will spend at least fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state including:
 - (1) Planning and marketing for intercity bus transportation,
 - (2) Capital grants for intercity bus facilities,
 - (3) Joint-use facilities,
 - (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration projects, and

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- (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
- b. It will provide to FTA a Certification from the governor of the state that:
 - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the state, and
 - (2) The state's intercity bus service needs are being met adequately.

16.B. Appalachian Development Public Transportation Assistance Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), the Certification in Category 16.C applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, in addition to other Certifications and Assurances it must provide, if it is unable to use its federal assistance made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. § 5311(c)(2)(D), it may use the federal assistance for a Highway Project only after:

1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.

CATEGORY 17. TRIBAL TRANSIT PROGRAMS (PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS).

Before FTA may provide federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), you must select the Certifications in Category 17 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 17 that does not apply will not be enforced.

FTA has established terms and conditions for Tribal Transit Program grants financed with federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

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2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
4. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
5. With respect to its procurement system:
 - a. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, for Awards made on or after December 26, 2014,
 - b. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - c. It will inform FTA promptly that its procurement system does not comply with either of those U.S. DOT regulations.
6. It will comply with the Buy America requirements under 49 U.S.C. § 5323(j), as amended by FAST Act, and FTA regulations, "Buy America Requirements," 49 CFR part 661.
7. It will comply with the Certifications, Assurances, and Agreements in:
 - a. Category 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
 - b. Category 05.B (Bus Testing),
 - c. Category 06 (Demand Responsive Service),
 - d. Category 07 (Intelligent Transportation Systems), and
 - e. Category 10 (Alcohol and Controlled Substances Testing).

CATEGORY 18. STATE SAFETY OVERSIGHT GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State Safety Oversight Grant Program authorized under 49 U.S.C. § 5329(e)(6), you must select the Certifications in Category 18 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 18 that does not apply will not be enforced.

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On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award.
4. When carrying out a procurement under its Award, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
5. As required by 49 U.S.C. § 5329(e)(6)(C):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share only from sources approved by FTA, and will not be met by:
 - (1) Any federal assistance,
 - (2) Any funds received from a public transportation agency, or
 - (3) Any revenues earned by a public transportation agency, and
 - c. Will provide the non-federal share when needed.
6. It meets the applicable requirements of FTA regulations, “Rail Fixed Guideway Systems: State Safety Oversight,” 49 CFR part 659.
7. It has received or will receive an FTA certification upon a determination that its State Safety Oversight Program meets the requirements of 49 U.S.C. § 5329(e) and is adequate to promote the purposes of 49 U.S.C. § 5329.

CATEGORY 19. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Public Transportation Emergency Relief Program authorized under 49 U.S.C. § 5324, you must select the Certifications in Category 19 in addition to other Certifications and Assurances you must select on your Applicant’s behalf, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 19 that does not apply will not be enforced.

As required by 49 U.S.C. § 5324(d), on behalf of your Applicant, you assure that it will:

1. Comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for federal assistance appropriated or made available for the Public Transportation Emergency Relief Program, and
2. Comply with FTA regulations, “Emergency Relief,” 49 C.F.R. part 602.

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CATEGORY 20. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Expedited Project Delivery Pilot Program authorized under section 3005(b) of the FAST Act, you must select the Certifications in Category 20 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

To the extent that any Certification in Category 20 does not apply, it will not be enforced.

As required by section 3005(b)(3)(B) of the FAST Act, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the recipient's transit asset management plan.
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 21. INFRASTRUCTURE FINANCE PROGRAMS.

Before FTA may provide credit assistance for an Award financed under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. §§ 601 – 609, or the State Infrastructure Banks (SIB) Program authorized under 23 U.S.C. § 610, you must select the Certifications in Category 23 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 21 that does not apply will not be enforced.

21.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the TIFIA Program authorized under 23 U.S.C. §§ 601 – 609 the Certifications and Assurances in Category 23.A applies to your Applicant, except as FTA determines

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otherwise in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of your Applicant, you certify and assure, as required by 49 U.S.C. § 5323(o), that federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA credit assistance under 23 U.S.C. §§ 601 – 609.

1. To comply with 49 U.S.C. § 5307, specifically 49 U.S.C. § 5307(c)(1), on its behalf, you certify that:
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
 - d. For transportation during non-peak hours and using or involving a facility or equipment of an Award financed using 49 U.S.C. § 5307 funds, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
 - e. When carrying out a TIFIA-financed procurement, it will comply with:
 - (1) The applicable provisions of 49 U.S.C. § 5323, and
 - (2) The applicable provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g.
 - (1) It has or will have no more than 80 percent of the Total Award Budget as the sum of all federal grants and any TIFIA-financed awards,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.

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- i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.
- j. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).
2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award that must be in compliance with those requirements unless:
 - a. It is eligible to receive federal assistance for those expenses, and
 - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*).
4. Pursuant to the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 5321 *et seq.*, it will receive an environmental categorical exclusion, a finding of no significant impact, or a record of decision under NEPA for its Award before obligating federal assistance.
5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d), when required.

21.B. State Infrastructure Banks (SIB) Program.

If your Applicant is a state and seeks federal assistance from FTA financed under the SIB Program authorized under 23 U.S.C. § 610, the Certifications and Assurances in Category 23.B applies to your state and its Award, except as FTA determines otherwise in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of the state organization serving as your Applicant for federal assistance for its SIB Program, you certify and assure that:

1. It will comply with the following applicable federal laws establishing the various SIB Programs since 1995:
 - a. 23 U.S.C. § 610, as amended by the FAST Act,
 - b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
 - c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or
 - d. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181.
2. It will comply with or follow the Cooperative Agreement establishing the state's SIB Program between:
 - a. It and FHWA, FRA, and FTA, or
 - b. It and FHWA and FTA.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

3. It will comply with or follow the Grant Agreement that provides federal assistance from FTA for the SIB and is between it and FTA, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that any provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
 - a. 23 U.S.C. § 610, as amended by the FAST Act,
 - b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
 - c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181 note,
 - d. Federal guidance pertaining to the SIB Program,
 - e. The Cooperative Agreement establishing the state's SIB Program, or
 - f. The Grant Agreement with FTA.
4. As required by 49 U.S.C. § 5323(o), federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, as amended by the FAST Act, apply to any Award under 49 U.S.C. chapter 53 that receives SIB support or financing under 23 U.S.C. § 610 (or any support from 23 U.S.C. §§ 601 – 609).
5. As required by 49 U.S.C. § 5323(o) and 49 U.S.C. § 5307(c)(1):
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
 - d. When using or involving a facility or equipment acquired or improved with federal assistance under a SIB-financed Award during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
 - e. When carrying out a procurement under a SIB-financed Award, it will comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

- g. (1) It has or will have the amount of funds required for the non-federal share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
 - i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.
 - j. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).
6. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award unless:
- a. It is eligible to receive federal assistance for those expenses, and
 - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, as FTA may require.
7. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d).

GROUP CATEGORY 22. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Before FTA may provide federal assistance for an Award financed under the Paul S. Sarbanes Transit in Parks Program authorized under former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year, except as superseded by FAST Act requirements that apply you must select the Certifications in Category 22 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 22 that does not apply will not be enforced.

1. Except as superseded by the FAST Act cross-cutting requirements that apply, the following Certifications and Assurances for the Paul S. Sarbanes Transit in Parks Program (Parks Program) are required by former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

- a. It will consult with the appropriate federal land management agency during the planning process, and
 - b. The requirements of former 49 U.S.C. § 5307, as determined by FTA, will apply to the Parks Program authorized by former 49 U.S.C. § 5320.
2. FTA has determined certain requirements of former 49 U.S.C. § 5307 to be appropriate for the Parks Program, of which some require Certifications. Therefore, as specified under former 49 U.S.C. § 5307(d)(1), except as superseded by the FAST Act cross-cutting requirements that apply, you certify that:
- a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award.
 - d. When carrying out a procurement under former 49 U.S.C. § 5320, it will comply and will require each Subrecipient to comply with the following provisions:
 - (1) Competitive procurement (as defined or approved by FTA) requirements of 49 U.S.C. § 5325(a),
 - (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. § 5323(h),
 - (3) “Buy America” requirements under 49 U.S.C. § 5323(j), as amended by the FAST Act, and FTA regulations, “Buy America Requirements,” 49 CFR part 661,
 - (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. § 5323(m),
 - (5) Applicable railcar option restrictions of 49 U.S.C. § 5325(e), and
 - (6) “Veterans Preference/Employment” requirements under 49 U.S.C. § 5325(k).
 - e. It will comply with other applicable requirements under 49 U.S.C. § 5323 and § 5325.
 - f. It has complied or will comply with the requirements of former 49 U.S.C. § 5307(c), and specifically:
 - (1) It has made or will make available to the public information on the amounts available for the Parks Program, former 49 U.S.C. § 5320, and the Projects it proposes to implement under its Award,
 - (2) It has developed or will develop, in consultation with interested parties including private transportation providers, Projects to be financed under its Award,
 - (3) It has published or will publish a list of proposed Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed Projects and submit comments on the proposed Projects and its performance,

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

- (4) It has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed Projects,
 - (5) It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
 - (6) It has made or will make the final list of Projects for which an Award is sought available to the public.
- g. With respect to the non-federal share:
- (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5320,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
- h. It has complied or will comply with and will require each Subrecipient to comply with:
- (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
- i. It has a locally developed process to solicit and consider public comment before:
- (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.

CATEGORY 23. CONSTRUCTION HIRING PREFERENCES.

Before FTA may provide federal assistance for a third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C. using a geographic, economic, or any other hiring preference not otherwise authorized by federal law or regulation, you must select the Certifications in Category 23 on behalf of your Applicant in addition to other Certifications you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 23 that does not apply will not be enforced.

As provided by section 192 of division L, title I of the Consolidated Appropriations Act, 2016, Pub. L. 114-113, on behalf of your Applicant, you certify that if, in connection with any third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C., it uses a geographic, economic, or any other hiring preference not otherwise authorized by law or prohibited under 2 CFR § 200.319(b):

1. Except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

- work that the third party contract requires resides in the jurisdiction where the work will be performed;
2. It will include appropriate provisions in its bid document ensuring that its third party contractor(s) do not displace any of its existing employees in order to satisfy such hiring preference; and
 3. That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

Selection and Signature Page(s) follow.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

**FEDERAL FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: Carson City Regional Transportation Commission

The Applicant agrees to comply with applicable provisions of Categories 01 – 23. X

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

<u>Category</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	_____
12.	State of Good Repair Program.	_____
13.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
14.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	_____
15.	Seniors and Individuals with Disabilities Programs.	_____
16.	Rural Areas and Appalachian Development Programs.	_____
17.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
18.	State Safety Oversight Grant Program.	_____
19.	Public Transportation Emergency Relief Program.	_____
20.	Expedited Project Delivery Pilot Program.	_____
21.	Infrastructure Finance Programs.	_____
22.	Paul S. Sarbanes Transit in Parks Program.	_____
23.	Hiring Preferences	_____

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2016 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

AFFIRMATION OF APPLICANT

Name of the Applicant: Carson City Regional Transportation Commission (RTC)

Name and Relationship of the Authorized Representative: Brad Bonkowski, Carson City RTC Chair

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2016, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during federal fiscal year 2016.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name Brad Bonkowski
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Carson City Regional Transportation Commission

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Jun 28, 2016 9:03:26 AM PDT

File Edit Commands Help

SUNGARD PUBLIC SECTOR
NavilLine

225-0000-381.01-03

- Account miscellaneous
- Budget miscellaneous
- Transactions
- Detail by date
- Detail by code
- Detail by year & p
- Pending by date
- Pending by code
- Pending by year
- Procurement car

Account information

Q GENERAL FUND / CC FTA 5307 OPS MATCH
 Fiscal year: 2016 Cr
 Estimated revenue: 400,000.00
 Total receipts: 400,000.00
 Unrealized revenue: .00

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 July	400,000.00	400,000.00
Q 02 August	.00	400,000.00
Q 03 September	.00	400,000.00
Q 04 October	.00	400,000.00

Payment information

Vendor (* indicates pending) Total

Summary/Release Details

Type	App	Period	Date	Project	Transaction Amount	Budget Amount	Group
RJ	GM	01	8/17/2015		400000.00	.00	00507
BA	GM	01	8/11/2015		.00	400000.00	00436 BUD
BA	GM	01	8/11/2015		.00	-400000.00	00435 BUD

Print
 Cancel
 Exit
 Previous acc...
 Next account
 2015
 2017
 Account activ...
 Pending trans...
 Subset transa...
 Budget alloca...

End of records reached



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff, Seibels & Williams of Oregon 1800 SW First Avenue, Suite 400 Portland, OR 97201	CONTACT NAME: PHONE (A/C, No, Ext): 503-943-6621	FAX (A/C, No): 503-943-6622	
	E-MAIL ADDRESS:		
INSURED MV Transportation, Inc. and subsidiaries 2024 College Street Elk Horn, IA 51531	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :ACE American Insurance Company		22667
	INSURER B :Indemnity Insurance Company of North America		43575
	INSURER C :ACE Fire Underwriters Insurance Company		20702
	INSURER D :		
INSURER E :			
INSURER F :			


COVERAGES **CERTIFICATE NUMBER:** LCSDPZKP **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			HDO G27404844	02/01/2016	02/01/2017	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS Excess of SIR <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			XSA H09040420	02/01/2016	02/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$ \$
A B C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C48601054 (AOS) WLR C48601066 (AZ, MA) WCU C4860108A (CA, OH, WA) SCF C48601078 (WI)	02/01/2016	02/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Carson City is named as an Additional Insured as respects the operations of the Named Insured with respects to General Liability coverage as required by written and signed contract subject to policy terms, conditions, limits and exclusions.

CERTIFICATE HOLDER **CANCELLATION**

City of Carson City 3505 Butt Way Carson City, NV 89701 Attn: Ken Smithson	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER McGriff, Seibels & Williams of Oregon		INSURED MV Transportation, Inc. and subsidiaries	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 01/19/2016	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

CRIME
Insurance Company: Federal Insurance Company
Policy #: 6804-6576
Policy Period: 03/31/2015 - 05/30/2016
Limit (Per Claim): Employee Theft - \$1,000,000



NEVADA APPEAL

580 Mallory Way, Carson City, NV 89701
P.O. Box 1888 Carson City, NV 89702
(775) 881-1201 FAX: (775) 887-2408

Customer Account #: 5771908

Legal Account

CAMPO,
3505 BUTTI WAY
CARSON CITY, NV 89701
Attn: Graham Dollarhide

Kristin Ritter says:

That (s)he is a legal clerk of the
Nevada Appeal,
a newspaper published Tuesday through Sunday
at Carson City, in the State of Nevada.

Copy Line

Grant Fund

PO#:

Ad #: 0000017151-01

of which a copy is hereto attached, was published
in said newspaper for the full required period of
1 time(s) commencing on **06/26/2016**,
and ending on **06/26/2016**, all days inclusive.



Signed: _____
Date: 06/27/2016 State of Nevada, Carson City

Price: \$ 108.92

Proof and Statement of Publication

Ad #: 0000017151-01

Request for Application Submittal for 2016 FTA Transit Grant Funds

The Carson Area Metropolitan Planning Organization (CAMPO) is accepting applications submitted no later than July 26, 2016, for the Federal Transit Administration 5310 and 5339 Grant Programs' Federal Fiscal Year 2016 apportionment. These grant programs are administered by CAMPO and are available to eligible entities within the CAMPO planning area – private nonprofit agencies and public bodies that provide services for the enhanced mobility of seniors and individuals with disabilities are eligible for 5310 funding; and public agencies and private nonprofit organizations engaged in public transportation are eligible for 5339 funding. A detailed map of the CAMPO planning area is available online at carsonareampo.com. Application packets may be obtained online or by contacting Dirk Goering at (775) 283-7431.

Applications must be submitted by 5:00 p.m.

July 26, 2016 to:

Carson Area
Metropolitan Planning
Organization
3505 Butti Way
Carson City, Nevada
89701

(775) 283-7431

**Pub: June 26, 2016
AD# 0000017151**



CARSON CITY, NEVADA
CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

March 9, 2015

Patrick Pittenger, AICP, PTP
Transportation Manager
Carson City Public Works
3505 Butti Way
Carson City, NV 89701

RE: Letter of Support for Carson City Regional Transportation Commission's application to the Aging and Disability Services Division (ADSD) Transportation grant program.

Dear Mr. Pittenger:

This letter is to inform you that Carson City Health and Human Services fully supports the Carson City Regional Transportation Commission's application to the Nevada Aging and Disability Services Division for a transportation grant.

It is understood that any funds awarded as a result of submittal of the application will be used to continue the Senior Bus Pass Program which provides free transportation on Jump Around Carson, Carson City's public transit system, for an entire fiscal year. Last fiscal year, over 70,000 free rides were provided to seniors on JAC bus routes as a result of the program. These funds go a long way in supporting the health and independence of seniors in our community.

As an agency concerned with supporting individuals who are in need, we are pleased to coordinate with, and provide support to the Carson City Regional Transportation Commission in order to plan and implement service options for those individuals.

Sincerely,

Nicki Aaker, Director
Carson City Health and Human Services

Carson City Health & Human Services

900 East Long Street • Carson City, Nevada 89706 • (775) 887-2190 • Hearing Impaired-Use 711

Clinical Services (775) 887-2195 Fax: (775) 887-2192	Public Health Preparedness (775) 887-2190 Fax: (775) 887-2248	Human Services (775) 887-2110 Fax: (775) 887-2539	Disease Control & Prevention (775) 887-2190 Fax: (775) 887-2248	Chronic Disease Prevention & Health Promotion (775) 887-2190 Fax: (775) 887-2248
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PUBLIC NOTICE

CARSON AREA METROPOLITAN PLANNING ORGANIZATION FEDERAL GRANT APPLICATION FOR SECTIONS 5310 & 5339 PROGRAM FUNDS FEDERAL FISCAL YEAR 2016 APPORTIONMENT

Separate applications are required for each Federal Transit Administration Program applied for.
For further information or assistance, please contact the Transit Coordinator at
775-283-7583

Applications must be received no more than 30 days after notice of availability of funds:
Carson Area Metropolitan Planning Organization
3505 Butti Way
Carson City, NV 89701

All documents must be signed by persons with signature authority and their legal counsel.

CARSON AREA METROPOLITAN PLANNING ORGANIZATION

COMPETITIVE TRANSPORTATION SELECTION PROCESS FOR FEDERAL TRANSIT ADMINISTRATION (FTA)

SECTION 5310 GRANT FUNDS

PROGRAM INFORMATION

Congress establishes the funding for Federal Transit Administration (FTA) programs through authorizing legislation that amends Chapter 53 of Title 49 of the U.S. Code. On December 4, 2015, the Fixing America's Surface Transportation (FAST) Act was signed, reauthorizing surface transportation programs through Fiscal Year 2020. Previously, Moving Ahead for Progress in the 21st Century (MAP-21) authorized new Federal Transit Administration (FTA) Programs and made changes to existing FTA Programs, including New Freedom programs, which were authorized under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). Under MAP-21, the former SAFETEA-LU New Freedom project activities became eligible under the Section 5310 Formula Grants for the Enhanced Mobility for Seniors and Individuals with Disabilities program. Pursuant to the FTA Notice of Program Changes, Authorized Funding Levels and Implementation of MAP-21 (Federal Register/Vol 77, No. 200, dated October 16, 2012), "this program provides funds to (1) Serve the special needs of transit-dependent populations beyond traditional public transportation service, where public transportation is insufficient, inappropriate, or unavailable; (2) projects that exceed the requirements of the Americans with Disabilities Act (ADA); (3) projects that improve access to fixed route service and decrease reliance on complementary paratransit; and (4) projects that are alternatives to public transportation. The State of Nevada (Nevada Governor's Office) has designated the Nevada Department of Transportation (NDOT) as the designated recipient for 5310 grant funds apportioned to small urban and rural areas. Under the FAST Act, small urban transit operators can now apply directly to the FTA for 5310 funds with designated recipient approval. NDOT has granted this approval to the Carson Area Metropolitan Planning Organization (CAMPO), which will conduct a competitive selection process and award successful applications at its discretion. The award of grant funds will be made to eligible applicants for permitted projects and services under this program as a subrecipient to CAMPO.

FUNDING

General – As determined by the transportation bill in effect, currently the FAST Act, annual apportionments for the various formula grants are released sometime after the start of the Federal Fiscal Year, which begins on October 1st. The Federal Fiscal Year funding amount that is available for Section 5310 projects in the CAMPO area will be published in the solicitation for projects. This amount is formula based and is a not to exceed amount that will be made available for distribution under the competitive selection process outlined below.

Match Requirement – There is no cap on the amount of federal funding for which Applicants may apply, as long as it is within the available amount of funds and the local match can be provided. The required local match is 50% for operating projects and 20% for capital projects. Operating costs associated with contracted service is an eligible capital expense. The acquisition of such service occurs in the course of a procurement action resulting in a contract. Generally speaking, a contractor provides service at the request and direction of the designated recipient or subrecipient. The designated recipient or subrecipient establishes the requirements of the transportation service to be performed, such as days, hours, routes, geographic coverage, etc.

The required local match must be provided by subrecipients, and may not come from federal sources, with few exceptions. Potential sources for local match include foundation grants, donations, and State and local funds. Fare revenue or user fees generated by the project may not be used as local matching funds. Subrecipients must be able to fund project costs, including both the federal and local matching shares, prior to seeking reimbursement and payment of federal grant funds from CAMPO for eligible project costs.

APPLICATION

Eligible Applicants – In order to be eligible for Section 5310 funding, an Applicant must be either: (1) a State or local governmental entity; (2) an operator of public transportation services, including private operators of public transportation services; or (3) a private non-profit organization. Applicants must be able to meet all applicable federal requirements.

Application Process – Each year a competitive grant process will be administered and application materials for solicitation of projects made available, with notification of the open solicitation period. A public announcement will, at a minimum, be posted in the Nevada Appeal indicating the date of the CAMPO meeting that applications will be reviewed and considered. The application process will be open for a minimum of 30 days following the announcement of availability of funds. Grant applications submitted to CAMPO staff for review must meet the federal requirement of project involvement in a locally developed, coordinated public transit-human services transportation plan, as developed by the State of Nevada and available through NDOT.

SELECTION OF PROJECTS

Applications submitted to CAMPO staff will be forwarded to the CAMPO Board for consideration at a public CAMPO meeting. Applicants will have the opportunity to present their applications to the CAMPO Board. The Board will review and consider all applications, regardless of whether a presentation was made, and make a decision on which project(s) shall be awarded funding. Following action by CAMPO to select the successful Applicant(s), CAMPO will issue a Notice of Selection to that Applicant or Applicants. CAMPO reserves the right to deny any or all projects.

CARSON AREA METROPOLITAN PLANNING ORGANIZATION

COMPETITIVE SELECTION PROCESS FOR FEDERAL TRANSIT ADMINISTRATION (FTA)

SECTION 5339 GRANT FUNDS

PROGRAM INFORMATION

Congress establishes the funding for Federal Transit Administration (FTA) programs through authorizing legislation that amends Chapter 53 of Title 49 of the U.S. Code. On December 4, 2015, the Fixing America's Surface Transportation (FAST) Act was signed, reauthorizing surface transportation programs through Fiscal Year 2020. Previously, Moving Ahead for Progress in the 21st Century (MAP-21) authorized new Federal Transit Administration (FTA) Programs and made changes to existing FTA Programs, including New Freedom programs, which were authorized under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). Under MAP-21, some of the former SAFETEA-LU project activities became eligible under the Section 5339 Formula Grants for the Bus and Bus Facilities program. Pursuant to the FTA Notice of Program Changes, Authorized Funding Levels and Implementation of the MAP-21 (Federal Register/Vol 77, No. 200, dated October 16, 2012), "the program provides funding to replace, rehabilitate, and purchase buses and related equipment as well as construct bus-related facilities." The State of Nevada (Nevada Governor's Office) has designated the Nevada Department of Transportation (NDOT) as the designated recipient for 5339 grant funds apportioned to small urban and rural areas. Under the FAST Act, small urban transit operators can now apply directly to the FTA for 5310 funds with designated recipient approval. NDOT has granted this approval to the Carson Area Metropolitan Planning Organization (CAMPO), which will conduct a competitive selection process and award successful applications at its discretion. The award of grant funds will be made to eligible applicants for permitted projects and services under this program as a subrecipient to CAMPO.

FUNDING

General – As determined by the transportation bill in effect, currently the FAST Act, annual apportionments for the various formula grants are released sometime after the start of the Federal Fiscal Year, which begins on October 1st. The Federal Fiscal Year funding amount that is available for Section 5339 projects in the CAMPO area will be published in the solicitation for projects. This amount is formula based and is a not to exceed amount that will be made available for distribution under the competitive selection process outlined below.

Match Requirement – There is no cap on the amount of federal funding for which Applicants may apply, as long as it is within the available amount of funds and the local match can be provided. The required local match is 20% of the net cost of capital projects. The required local match must be provided by subrecipients, and may not come from federal sources, with few exceptions. Potential sources for local match include

foundation grants, donations, and State and local funds. Fare revenue or user fees generated by the project may not be used as local matching funds. Subrecipients must be able to fund project costs, including both the federal and local matching shares, prior to seeking reimbursement and payment of federal grant funds from CAMPO for eligible project costs.

APPLICATION

Eligible Applicants – In order to be eligible for Section 5339 funding, an Applicant must be either a public agency or a private nonprofit organization engaged in public transportation, including those providing service open to a segment of the general public, as defined by age, disability, or low income. Applicants must be able to meet all applicable federal requirements.

Application Process – Each year a competitive grant process will be administered and application materials for solicitation of projects made available, with notification of the open solicitation period. A public announcement will, at a minimum, be posted in the Nevada Appeal indicating the date of the CAMPO meeting that applications will be reviewed and considered. The application process will be open for a minimum of 30 days following the announcement of availability of funds.

SELECTION OF PROJECTS

Applications submitted to CAMPO staff will be forwarded to the CAMPO Board for consideration at a public CAMPO meeting. Applicants will have the opportunity to present their applications to the CAMPO Board. The Board will review and consider all applications, regardless of whether a presentation was made, and make a decision on which project(s) to submit for funding. Following action by CAMPO to select the successful Applicant(s), CAMPO will issue a Notice of Selection to that Applicant or Applicants. CAMPO reserves the right to deny any or all projects.

Carson Area Metropolitan Planning Organization
Application for the Determination of Eligibility for the Federal Transit Administration's
5310 & 5339 Federal Grant Programs – Federal Fiscal Year 2016 Apportionment

Name of Organization: Carson City Regional Transportation Commission (RTC)

Area(s) Served: Carson City, Douglas County

Funding Amount Requested: \$106,956

Project Description: The Carson City RTC is seeking 5310 grant funds in order to be able to continue to provide transportation service at the system's current levels. The Carson City RTC provides bus service in two forms: JAC fixed route, and JAC Assist complementary paratransit. Both services include buses that are ADA compliant, providing easy access to transportation for seniors and disabled individuals. The grant funds would be used as capitalized operating funding, as opposed to being used for capital projects such as a vehicle purchase or improvements in access to fixed route service.

Project Relation to the State of Nevada Coordinated Human Services Transportation Plan: As
indicated by the most recent Coordinated Human Services Transportation Plan for the State of Nevada, the two most common unmet needs are weekend service and out-of-area travel. Currently, JAC provides service on Saturdays, but does not provide service on Sundays. Additionally, the Carson City RTC works to coordinate intercity bus service between JAC and other service providers such as RTC Washoe, Tahoe Transportation District, and Douglas Area Rural Transit. Specific to Carson City, better access to wheelchair lifts and "door-to-door" escort service were needs identified by the Coordinated Plan. All JAC and JAC Assist buses are ADA compliant and allow access to transportation services for wheelchair users. Additionally, JAC Assist drivers do provide assistance to passengers between the bus and the front door of their pick-up and drop-off locations.

Categories and Criteria — Below are the categories which will be used to rank all submitted applications for Federal Transit Administration (FTA) funding. It is important to address each category as it pertains to your organization. Funding allocation will be based on how your application ranks among all submitted applications.

Mission Statement/Vision (Page 12 of the application)

Applicant's mission statement/vision: Include the organization's mission statement or vision which clearly states the use of the proposed project funds. It needs to be clear how this funding enhances the organization's objective.

Project Justification (Page 13)

Please complete page 13 detailing your agency and its purpose in order to ensure proper ranking of your application.

Access type: Discuss equal access to your program and use of this service by all persons eligible. This includes, but is not limited to, the Federal Civil Rights Compliance and Activity issues involving Title VI nondiscrimination, Equal Employment Opportunity, Disadvantaged Business Enterprises and Americans with Disabilities Act; and state and local access and disability statutes, policies and guidelines.

Service area: List anticipated/proposed routes, schedules, trip priorities, etc. Describe the geographic service area including scheduled and non-scheduled trips to adjoining areas. Please do not include brochures.

Vehicle (Page 14 and 15 of the application)

(Page 14) Identify vehicle(s) requested, providing a description of the desired vehicle. It should be noted whether the vehicle(s) is a replacement or an expansion of the existing vehicle fleet. Additionally, any special vehicle(s) options to be requested, (i.e. 4-wheel drive, bike racks, etc.) should be noted.

(Page 15) Existing vehicle inventory: Describe the existing vehicle fleet. Please list all vehicles in your inventory whether obtained through CAMPO or another source.

Insurance: A Certificate of Insurance will need to be provided. The state requires minimum liability coverage and Carson City/CAMPO requires full coverage for the vehicle as long as Carson City/CAMPO holds lien. (The standard insurance for a paratransit vehicle under this program is Liability and Property Damage Insurance with a limit of \$1,000,000 for each occurrence, for bodily injury, and property damage, naming Carson City/CAMPO as an additional insured. This shall be maintained through the useful life of the vehicle and until Carson City/CAMPO releases lien of the title.)

Budget (Pages 16 & 17)

All applicants must complete Page 16 for Capitalized Operating, Operating and Capital purchase funds they are requesting. If you are requesting both 5310 and 5339 funds, a separate application will need to be submitted for each. Page 17 is a summary of the budget to be completed for 5339

and 5310 capital funds separately. If you are unsure of which funds are most appropriate for your agency, please contact CAMPO staff prior to the application deadline.

Revenue: This section is distinguished from the match source in that this funding source offsets the overall budget, reducing the total project cost. It can be in the form of farebox contributions/revenue, donations, or agency financial assistance from service groups, businesses, charities, etc.

Match source documentation: This section includes the source of funding that provides the required non-federal share of the project cost. The source of the matching funds must be verifiable. A letter, or other documentation, stating the monetary commitment from the contributing agency/entity must be included within the submitted application packet.

Maintenance and Safety

A maintenance plan is required whether there is an existing plan or if a new plan will be developed. This plan should include documented vehicle maintenance/accident repairs and ensure oversight for routine scheduled or non-scheduled maintenance activities.

Training Policy

A training policy is required: At a minimum the policy should contain the frequency, the type and who will be trained in safety, substance abuse awareness, passenger sensitivity, and customer service.

Drug and Alcohol Policy (5339 only)

Sub-recipients of 5339 FTA funds are required to comply with regulations issued by the FTA on drug and alcohol testing, 49 C.F.R. Part 655. Among other requirements, these regulations require that all safety sensitive employees be tested for drug and alcohol use, pre-employment (drug only), random, reasonable suspicion and post-accident, that certifications be made and reports submitted. There are limited exceptions to the testing requirements for contract maintenance workers under Section 5339 and for volunteers. Annual reporting of the testing results must be submitted to CAMPO by subrecipients on Management Information System (MIS) forms. Applications for 5310 funds do not need to include a drug and alcohol policy.

Customer Satisfaction and Community Support

Letters of Support: Provide any current (within the past 12 months) letters of support, if available, for the services.

Survey Reports: Include a summary of informal survey results and on-board rider satisfaction if available.

Other: Include any other indications of community support for the program. This can include considerations for funding from groups, strong rider interest, or documentation of high levels of interest by client groups.

FTA Funding Sources

For your application to be considered complete, please only check one funding source. If multiple funding sources are desired please submit a separate application for each.

5310 (Capital/Vehicle) Funds (20% match required)

5310 (Operating) Funds (50% match required)

This program (49 U.S.C. 5310) provides formula funding to metropolitan planning organizations (MPOs) for the purpose of assisting private nonprofit organizations or Governmental entities in meeting the transportation needs of the elderly and persons with disabilities. Eligible subrecipients are private non-profit organizations, governmental authorities where no non-profit organizations are available to provide service, and governmental authorities approved to coordinate services.

5339 (Capital) Funds (20% match required)

This program (49 U.S.C. 5339) provides funding to replace, rehabilitate, and purchase buses and related equipment as well as construct bus-related facilities. This includes the acquisition of buses for fleet and service expansion, bus maintenance and administrative facilities, transfer facilities, bus malls, transport centers, intermodal terminals, park-and-ride stations, passenger shelters and bus stop signs, accessory and miscellaneous equipment such as mobile radio units, fare boxes, computers, shop and garage equipment. Eligible subrecipients include public agencies or private non-profit organizations engaged in fixed-route public transportation, including those providing services open to a segment of the general public as defined by age, disability, or low income.

For more information on the programs above please refer to FTA's website:
<https://www.transit.dot.gov/grants>

If you have questions regarding which funding source is appropriate for your service please feel free to contact the CAMPO Transit Coordinator at (775) 283-7583.

Project funding from the programs listed above is subject to the availability of grant funding and the amount of project funding requests received, which will be determined by the CAMPO Board during a regularly scheduled meeting occurring on the second Wednesday of each month.

Carson City RTC

APPLICANT'S NAME _____

APPLICATION CHECKLIST				
***** INCOMPLETE APPLICATIONS WILL NOT BE APPROVED *****				
NEW APPLICANT REVIEW	PAST APPLICANT REVIEW	PAGE	APPLICATION CHECKLIST WITH ITEMS REQUIRED	STAFF REVIEW
<input type="checkbox"/>	<input checked="" type="checkbox"/>	6	DETERMINATION OF ELIGIBILITY	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	9	FTA FUNDING SOURCES	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	12	FEDERAL GRANT APPLICATION	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	13	PROJECT JUSTIFICATION	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	15	VEHICLE INVENTORY	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	17	BUDGET SUMMARY	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	18	AUTHORIZING RESOLUTION	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	APPENDIX A	FEDERAL FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	following certs & assurances	MATCH SOURCE DOCUMENTATION	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	ADA POLICY (vehicle/passengers information)	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	EEO PLAN	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	DRUG AND ALCOHOL POLICY (5339 Only)	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	VEHICLE/FACILITY MAINTENANCE POLICY	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	TRAINING POLICY	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	VEHICLE POLICY (driver/rider information)	<input type="checkbox"/>
<input type="checkbox"/>	N/A	new applicants include in application packet	COMPLAINT RESOLUTION POLICY	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	include in application packet	COPY OF VEHICLE INSURANCE POLICY (Evidencing Commercial Liability, General Liability, Collision, and Comprehensive Liability Insurance, with a limit of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence.)	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	include in application packet	PUBLIC NOTICE- (Please review Appendix A *Certifications and Assurances - Private Sector Protections*)	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	include in application packet	CURRENT LETTERS OF SUPPORT (From previous 12 month period of service)	<input type="checkbox"/>
*Please provide 1 original application and 1 copy				

APPLICANT SIGNATURE

CAMPO STAFF SIGNATURE

PLEASE BE ADVISED THAT UPON ACCEPTANCE OF THIS APPLICATION FOR FTA FUNDING THERE MAY BE ADDITIONAL OBLIGATORY REQUIREMENTS UPON ENTERING INTO AN EXECUTED AGREEMENT INCLUDING BUT NO LIMITED TO THE FOLLOWING:

Quarterly Ridership Report (CAMPO approved form)

Quarterly Vehicle Performance Measurement Report (CAMPO approved form)

Quarterly written copies of current routes, schedules, and fares of the Transportation System

Quarterly written Progress Report (detailing any changes or additions to the System)

Insurance policy certificates, declaration pages and endorsements designating the Carson Area Metropolitan Planning Organization as an additional insured evidencing Commercial Liability, General Liability, Collision, and Comprehensive Liability Insurance, with a limit of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence.

Annual U.S. Department of Transportation Drug and Alcohol Testing Management Information System (MIS) Data Collection Form

Follow the Federal Transit Administration (FTA) of the U.S. Department of Transportation 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (USDOT) has published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

**CARSON AREA METROPOLITAN PLANNING ORGANIZATION
FEDERAL GRANT APPLICATION
FEDERAL FISCAL YEAR 2016 APPORTIONMENT**

Please fill out a separate application for each Grant Program you are applying for. Attach the original signed documents along with 1 complete copy of your application package and send to the Carson Area Metropolitan Planning Organization (CAMPO) 3505 Butti Way Carson City NV, 89701. Please retain 1 complete copy for your records.

Applicant Carson City Regional Transportation Commission (RTC)

*If you are a County applying on behalf of a transit system, please provide names and addresses for both the County and the transit system.

Physical Address 3505 Butti Way Carson City, NV 89701

Mailing Address 3505 Butti Way Carson City, NV 89701

Contact Person/Official Patrick Pittenger

Title Transportation Manager

Telephone 775-283-7396

Fax 775-887-2112

E-mail address ppittenger@carson.org

Federal Tax ID# _____

DUNS # _____

Type of Agency

- | | |
|-------------------------------------|----------------------------------|
| <input type="checkbox"/> | Private Non-Profit |
| <input type="checkbox"/> | Private For-Profit |
| <input checked="" type="checkbox"/> | Governmental Agency |
| <input type="checkbox"/> | Tribal Agency (Sovereign Nation) |
| <input type="checkbox"/> | Other (describe) |

Type of Service

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | Senior Center/Disabled Workshop |
| <input checked="" type="checkbox"/> | Demand-Response (Dial-a-Ride, Door to Door) |
| <input type="checkbox"/> | Deviated Fixed-Route |
| <input checked="" type="checkbox"/> | Fixed route |
| <input type="checkbox"/> | Other (describe) |

Mission/Vision Statement: Keeping Carson City running smoothly

PROJECT JUSTIFICATION

1. Please describe in detail your transportation program and how this funding will enhance the services offered.

The Carson City Regional Transportation Commission (RTC) operates the Jump Around Carson (JAC) public transportation system. JAC serves much of the urbanized area of Carson City, and is currently in its 11th year of service to the community. The service is open to the general public, and all persons--including seniors and disabled individuals--who present appropriate fare media (e.g. cash, bus pass, transfer) are provided with service. In addition to the JAC fixed route service, the RTC also provides complementary paratransit service known as JAC Assist. This door-to-door transportation service is for persons with disabilities who cannot use the regular bus service. Seniors over the age of 80 also qualify for this service. Grant funds from the 5310 Program will provide valuable funding for the JAC and JAC Assist transportation systems, allowing each to continue to operate at current capacity levels. Without these funds, the RTC runs the risk of facing funding shortfalls which could potentially result in a slight reduction in service.

2. Describe the transportation services currently being provided by your organization and/or others in the same region.

JAC operates a fixed route system, with four buses on four distinct routes. JAC Assist operates as a complementary paratransit service, providing door-to-door transportation service. These services operate from 6:30 a.m. to 7:30 p.m. Monday through Friday; and 8:30 a.m. to 4:30 p.m. on Saturday. The base fare for a one-way trip on fixed route buses is \$1.00 for adults, ages 19-59. Youth, (5-18), seniors (60+), and individuals with disabilities pay a \$0.50 discounted fare. One-way JAC Assist fares are \$2.00 for those seniors and individuals with disabilities who qualify to use the service. Personal care attendants assisting JAC Assist passengers may ride at no extra charge. While the Carson City RTC is the primary provider of public transportation service within Carson City, other public transportation services are available to lesser extent. The Regional Transportation Commission of Washoe County, the Tahoe Transportation District, Amador Stage Lines, and Silverado Stages each operate an express intercity commuter bus service with limited stops in Carson City. Additionally, the Rural Senior Volunteer Program (RSVP) provides free rides to the low income elderly for whom no other appropriate transportation is available, including service to rural areas where no other options may be available.

3. Provide a detailed description of your organization. Provide information regarding how your organization came to be. Include the future vision for the organization.

In 2002, the Carson City urbanized area received the designation of metropolitan planning organization. As a result, the newly created Carson Area Metropolitan Planning Organization became eligible to receive additional transportation-related funding. In 2005, the existing transportation service, the Carson City Community Transportation system, was expanded as a fixed route bus service; the demand response service was also adjusted in order to act as a complementary paratransit service. Together, these services form the JAC transit system. In 2014, JAC's first service expansion was implemented, which included an additional hour of fixed route service during weekday evenings, as well as a specialty service geared toward college students taking night courses. The paratransit service was also expanded to mirror these changes in operating hours.

4. Describe any (proposed or currently in use) connectivity/coordination efforts with surrounding area transit providers.

The Carson City RTC currently coordinates, to varying extent, with all of the other public transportation providers in Carson City mentioned above. The Carson City RTC works with the RTC of Washoe County to provide for the intercity bus service--funding for the service is provided by each entity based on the proportion of service provided within the respective entity's jurisdiction. Additionally, the intercity buses share the transfer plaza with the JAC fixed route buses in order to create more seamless transfers for passengers. The Carson City RTC also works with the Tahoe Transportation District (which operates the BlueGo bus service) to create better connections between Carson City, Lake Tahoe, and Minden/Gardnerville. In addition to sharing the transfer plaza with BlueGo buses, JAC also shares other facilities with BlueGo including bus stops and bus shelters. These shared facilities (including signs and benches) are installed and maintained by Carson City. Finally, the Carson City RTC coordinates, wherever possible, with the RSVP Transportation Program. Each entity works continuously to facilitate the provision of transportation services to those in need. More specifically, the Carson City RTC works with RSVP to identify and solve shortfalls of public transportation within Carson City.

The following information is required by the Federal Transit Administration. The economic/racial/ethnic composition of your governing body will not be considered as a factor in awarding this grant.

Our governing body (board of director, city council, etc.) is made up predominantly of minority and/or low income individuals.

Yes No

SERVICE

- | | | |
|-------------------------|---|--|
| Clientele Served | <input checked="" type="checkbox"/> Elderly (60+ years old) | <input checked="" type="checkbox"/> General Public (18-59 years old) |
| | <input checked="" type="checkbox"/> Persons with disabilities | <input checked="" type="checkbox"/> Children (under age 5) |
| | <input checked="" type="checkbox"/> Low Income/Welfare | <input checked="" type="checkbox"/> Children (5-7 years old) |
| | <input checked="" type="checkbox"/> Minorities | <input checked="" type="checkbox"/> Children (8-17 years old) |
| | <input checked="" type="checkbox"/> Commuters | |

Location (check all that apply)

- Non-Urban Area (Rural under 50,000 population)
- Small Urban Area (50,000 - 200,000 population)
- Douglas County
- Lyon County
- Carson City

Areas Served

- Carson City _____
- Northern Douglas County _____
- _____
- _____
- _____
- _____

DESCRIPTION OF VEHICLE(S)/BUS(ES) REQUESTED*

Quantity	VEHICLE DESCRIPTION (including size, capacity, wheelchair positions, etc.)	Estimated Cost
TOTAL QUANTITY	0	TOTAL ESTIMATED COST \$0.00

*CAMPO staff will procure requested vehicle(s). Actual price will be based on bids received

Agency Name **Carson City RTC** Vehicle Inventory - FFY 2016

Vehicle Identification Number	License #	Condition Poor/Good/ Excellent	Year & Vehicle Mode (BU=Bus, CU=Cutaway, VN=Van, MV=Minivan)	Vehicle Length	Seating Capacity	ADA Accessible Vehicle Yes/No ; # of ADA Seats	Mileage	Funding Source*	Vehicle to be Replaced Yes/No	Lein-holder- see title
1GBDV13157D176563	EX54263	GOOD	2007 MV	17'	8	YES	50,749	FTA	NO	NONE
1FD4E45P08DB59410	EX58366	GOOD	2009 CU	24'	21/15+2	YES	107,696	FTA	NO	NONE
1FD4E45P78DB59498	EX58365	GOOD	2009 CU	24'	21/15+2	YES	101,148	FTA	NO	NONE
1GBJ5C1919F403214	EX59736	GOOD	2009 BU	34'	32/24+2	YES	200,238	FTA	NO	NONE
1GBJ5C19X9F403292	EX59737	GOOD	2009 BU	34'	32/24+2	YES	189,780	FTA	NO	NONE
1GBJ5C1979F403525	EX59733	GOOD	2009 BU	34'	32/24+2	YES	160,186	FTA	NO	NONE
1GBJ5C1939F403070	EX59734	GOOD	2009 BU	34'	32/24+2	YES	189,434	FTA	NO	NONE
1GBJ5V1919F412619	EX59765	GOOD	2010 BU	34'	32/24+2	YES	173,364	FTA	NO	NONE
5WEASSKN9CJ586552	EX61631	GOOD	2011 BU	35'	32/21+3	YES	100,551	FTA	NO	NONE
1GB3G3BG1C1197428	EX62237	GOOD	2012 CU	21'	8+1/4+3	YES	46,484	FTA	NO	NONE
1GB3G3BG9C1195992	EX62249	GOOD	2012 CU	21'	8+1/4+3	YES	62,387	FTA	NO	NONE
1GB3G3BG7C1196882	EX62200	GOOD	2012 CU	21'	8+1/4+3	YES	59,344	FTA	NO	NONE
5WEASSKN8EH766597	EX63595	GOOD	2013 BU	35'	32/21+3	YES	61,943	FTA	NO	NONE
1GB6G5BGXF1130341	EX66603	EXC	2015 CU	23'	17/13+2	YES	13,071	FTA	NO	NONE
1GB6G5BG4F1130139	EX66602	EXC	2015 CU	23'	17/13+2	YES	15,130	FTA	NO	NONE

*Funding Source - Please provide the largest funding source used to purchase the vehicle. Please be specific. (i.e. FTA, other federal funds, private or other--describe).

FTA BUDGET (1 of 2) ALL APPLICANTS 5310 or 5339

<u>CAPITALIZED OPERATING EXPENSES 5310</u>	
Contract Operator Expenses	\$ 133,699
(Defined as acquisition of transportation services under a contract, lease, or other arrangement)	
(A) TOTAL CAPITAL EXPENSES \$ 133,699	

<u>OPERATING EXPENSES 5310</u>	
Operator Expenses	\$
(Defined as the incremental cost of providing same day service or door-to-door service)	
Fuel/Oil Fluids	\$
Driver/Dispatcher Salaries	\$
Other (Specify)	\$
(B) TOTAL OPERATING EXPENSES \$	

<u>CAPITAL PURCHASES (5339 or 5310)</u>	
Buses/Van/Paratransit Vehicle	\$
Radios/Comm Equipment	\$
Bus Facilities (Shelters, Signs)	\$
Vehicle Overhaul/Rehab/etc.	\$
Other (Specify)	\$
(C) TOTAL CAPITAL PURCHASES \$	

<u>REVENUE</u>	
(MUST INCLUDE PROJECTED FAREBOX REVENUE)	
Source	Dollar Amount
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
(D) TOTAL REVENUE \$	

<u>MATCH</u>	
Source	Dollar Amount
\$ Carson City Transit Fund	\$ 26,743
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
(E) TOTAL MATCH \$	

5310 Enhanced Mobility for Seniors & Individuals with Disabilities

This program provides funds to 1) serve the special needs of transit-dependent populations beyond traditional public transportat service, where public transportation is insufficient, inappropriate, or unavailable; 2) projects that exceed the requirements of the Americans with Disabilities Act (ADA); 3) projects that improve access to fixed route service and decreased reliance on complementary paratransit; and 4) project that are alternatives to public transportation.

5339 Bus and Bus Facilities

This program provides funding to replace, rehabilitate, and purchase buses and related equipment as well as construct bus-related facilities. This includes the acquisition of buses for fleet and service expansion, bus maintenance and administrative facilities, transfer facilities, bus malls, transport centers, intermodal terminals, park-and-ride stations, passenger shelters and bus stop signs, accessory and miscellaneous equipment such as mobile radio units, fare boxes, computers, and shop and garage equipment.

5310 / 5339 BUDGET (2 of 2)

TOTAL CAPITALIZED OPERATING EXPENSES	133,699	(A) On Budget Page 1 of 2
TOTAL FAREBOX REVENUE		(D) On Budget Page 1 of 2
NET OPERATING EXPENSES	133,699	Total expenses minus total revenue
FTA CAPITALIZED OPERATING AMOUNT	106,956	80% of net expenses
SUB-RECIPIENT CAPITALIZED OPERATING MATCH	26,743	20% of net expenses

TOTAL OPERATING EXPENSES		(B) On Budget Page 1 of 2
TOTAL FAREBOX REVENUE		(D) On Budget Page 1 of 2
NET OPERATING EXPENSES		Total expenses minus total revenue
FTA OPERATING AMOUNT		50% of net expenses
SUB-RECIPIENT OPERATING AMOUNT		50% of net expenses

TOTAL CAPITAL PURCHASES		(C) On Budget Page 1 of 2
FTA OPERATING AMOUNT		80% of total
SUB-RECIPIENT OPERATING AMOUNT		20% of total

PLEASE LIST FUNDING BELOW IN WHOLE DOLLARS

TOTAL FTA FUNDS REQUESTED	\$106,956	(FTA CAPITALIZED OPERATING, OPERATING, & CAPITAL PURCHASES FROM ABOVE)
SUBRECIPIENT MATCH	\$26,743	(SUBRECIPIENT CAPITALIZED OPERATING, OPERATING, & CAPITAL PURCHASES FROM ABOVE)

AUTHORIZING RESOLUTION

APPLICANT Carson City Regional Transportation Commission
(Printed Name of Transportation Provider)

AUTHORIZED REPRESENTATIVE Brad Bonkowski
(Printed name of Authorized Representative)

Resolution authorizing the filing of an application for a Federal Transit Administration / Carson Area Metropolitan Planning Organization grant under 49 USC Chapter 53.

WHEREAS, the U S Department of Transportation (USDOT) is authorized to make grants to metropolitan planning organizations through the Federal Transit Administration (FTA) to support transportation projects under 49 USC Chapter 53; and

WHEREAS, the Carson Area Metropolitan Planning Organization (CAMPO) has been designated to administer certain transportation projects under 49 USC Chapter 53; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the APPLICANT, including provisions of the local share of project costs;

NOW, THEREFORE, BE IT RESOLVED BY THE APPLICANT:

That the above named representative is authorized to execute and file an application with CAMPO on behalf of our agency to aid in the financing of capital, and / or operating costs pursuant to 49 USC Chapter 53; and

That the above named representative is authorized to furnish such additional information as CAMPO may require in connection with the application or the project.

The undersigned certifies that the foregoing is a true and correct statement.

Carson City Regional Transportation Commission Chair
(Printed Title of Authorized Representative)

_____ Dated _____
(Signature of Authorized Representative)

REFERENCES:

Carson Area Metropolitan Planning Organization (CAMPO) FTA grant application packet

www.carson.org Government → Departments G-Z → Public Works → CAMPO → Documents → Apply for Grant Funding

Federal Fiscal 2016 Certifications and Assurances

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>

Fixing America's Surface Transportation (FAST) Act

<https://www.transit.dot.gov/FAST>

United States Department of Transportation (USDOT)

www.dot.gov

Federal Transit Administration (FTA)

www.fta.dot.gov

Title 49 USC Chapter 53 Grant Programs

<https://www.transit.dot.gov/grants>

Best Practices Procurement Manual

<https://www.transit.dot.gov/funding/procurement/best-practices-procurement-manual>

OMB "Super Circular" or 2 C.F.R. 200

<https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

Americans with Disabilities Act (ADA)

www.fta.dot.gov/civil_rights.html

Drug and Alcohol Regulations

<https://www.federalregister.gov/articles/2001/08/09/01-19234/prevention-of-alcohol-misuse-and-prohibited-drug-use-in-transit-operations>

United States of American Department of Transportation FTA Master Agreement

<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fta-ma21-october-1-2014>

Data Universal Numbering System (DUNS) information

<http://www.dnb.com/get-a-duns-number.html>

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

PREFACE

Except as the Federal Transit Administration (FTA or We) determines otherwise in writing, before FTA may award federal assistance for public transportation in the form of a federal grant, cooperative agreement, loan, line of credit, or loan guarantee, certain pre-award Certifications and Assurances are required. The Applicant must authorize a representative (Authorized Representative) to select and sign its Certifications and Assurances and bind the Applicant's compliance. You, as your Applicant's Authorized Representative, must select and sign all Certifications and Assurances that your Applicant must provide to support each application it submits to FTA for federal assistance during federal fiscal year (FY) 2016.

We request that you read each Certification and Assurance and select those that will apply to any application for which your Applicant might seek federal assistance from FTA during FY 2016. As provided by federal laws, regulations, and requirements, only if you select adequate Certifications and Assurances on your Applicant's behalf may FTA award federal assistance.

We have consolidated our Certifications and Assurances into twenty-three (23) Categories. At a minimum, you must select the Assurances in Category 01. If your Applicant requests more than \$100,000 in federal assistance, you must select the "Lobbying" Certification in Category 02, except if your Applicant is an Indian tribe, Indian organization, or an Indian tribal organization. Depending on the nature of your Applicant and the Award it seeks, you may also need to select one or more Certifications and Assurances in Categories 03 through 23. Instead of selecting individual Categories of Certifications and Assurances, however, you may make a single selection that will encompass all twenty-three (23) Categories of Certifications and Assurances that apply to our various programs.

FTA, your Applicant, and you, as your Applicant's Authorized Representative, understand and agree that not every provision of these twenty-three (23) Categories of Certifications and Assurances will apply to every Applicant or every Award or Project included in an Award, even if you make a single selection encompassing all twenty-three (23) Categories. Nor will every provision of each Certification or Assurance within a single Category apply if that provision does not apply to your Applicant or the Award it seeks. The type of Applicant and its application will determine which Certifications and Assurances apply.

Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected that apply to its Award, itself, any Subrecipient, or any other Third Party Participant in its Award, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including,

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant as necessary to assure your Applicant's compliance with the applicable Certifications and Assurances selected on its behalf.

Except as FTA determines otherwise in writing, if your Applicant is a team, consortium, joint venture, or partnership, it understands and agrees that you must identify the activities that each member will perform and the extent to which each member will be responsible for compliance with the Certifications and Assurances selected on its behalf. You also must identify each member's role in the Award, whether as a Recipient, Subrecipient, Third Party Contractor, or other Third Party Participant.

It is important that your Applicant and you also understand that these Certifications and Assurances are pre-award requirements, generally imposed by federal law or regulation, and do not include all federal requirements that may apply to it or its Award. We expect you to submit your Applicant's FY 2016 Certifications and Assurances and its applications for federal assistance in FTA's electronic award and management system, currently the Transit Award Management System (TrAMS). You must be registered in TrAMS to submit to FTA your Applicant's FY 2016 Certifications and Assurances. TrAMS contains fields for selecting among the twenty-three (23) Categories of Certifications and Assurances and a designated field for selecting all twenty-three (23) Categories of Certifications and Assurances. If FTA agrees that you are unable to submit your Applicant's FY 2016 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Categories of Certifications and Assurances that you are submitting.

Be aware that these Certifications and Assurances have been prepared in light of:

- *The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015,*
- *The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the Surface Transportation and Veterans Health Care Choice Improvement Act of 2015, Public Law No. 114-41, July 31, 2015 and other authorizing legislation to be enacted,*
- *FTA's authorizing legislation in effect in FY 2012 or a previous fiscal year, except as superseded by the FAST Act cross-cutting requirements that apply, and*
- *Appropriations Acts or Continuing Resolutions funding the U.S. Department of Transportation during Fiscal Year 2016.*

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

CATEGORY 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

Before FTA may provide federal assistance for your Applicant's Award, you must select the Certifications and Assurances in Category 01 in addition to any other Certifications and Assurances that you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 01 that does not apply will not be enforced.

01.A. Certification and Assurance of Authority of the Applicant and Its Authorized Representative.

You certify and affirm that in signing these Certifications, Assurances, and Agreements, both you, as your Applicant's Authorized Representative, and your Applicant's attorney who is authorized to represent your Applicant in legal matters, may undertake the following activities on your Applicant's behalf, in compliance with applicable state, local, or Indian tribal laws, regulations, and requirements and its by-laws or internal rules:

1. Execute and file its application for federal assistance,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute its Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, or Line of Credit, for which the Applicant is seeking federal assistance from FTA,
4. Comply with applicable federal laws, regulations, and requirements, and
5. Follow applicable federal guidance.

01.B. Standard Assurances.

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable federal laws, regulations, and requirements in implementing its Award.
2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for each Award, including the FTA Master Agreement and other documents incorporated by reference and made part of its Grant Agreement or Cooperative Agreement, or latest amendment thereto.
3. It recognizes that federal laws, regulations, and requirements may be amended from time to time and those amendments may affect the implementation of its Award.
4. It understands that Presidential executive orders and federal guidance, including federal policies and program guidance, may be issued concerning matters affecting it or its Award.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

5. It agrees that the most recent federal laws, regulations, requirements, and guidance will apply to its Award, except as FTA determines otherwise in writing.
6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the federal assistance for those programs was appropriated or made available.

01.C. Intergovernmental Review Assurance.

(This assurance in this Category 01.C does not apply to an Indian tribe, an Indian organization, or an Indian tribal organization that applies for federal assistance made available under 49 U.S.C. § 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)

As required by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for federal assistance to the appropriate state and local agencies for intergovernmental review.

01.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) on the basis of race, color, national origin, religion, sex, disability, or age including:
 - a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
 - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
 - c. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, *et seq.*,
 - d. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*,
 - e. U.S. DOT 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,
 - f. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
 - g. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.
2. It will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

3. As required by 49 CFR § 21.7:
 - a. It will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
 - (1) It implements its Award,
 - (2) It undertakes property acquisitions, and
 - (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Award.
 - b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
 - c. It will promptly take the necessary actions to carry out this assurance, including the following:
 - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
 - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
 - d. If it transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
 - (1) While the property is used for the purpose that the federal assistance is extended, or
 - (2) While the property is used for another purpose involving the provision of similar services or benefits.
 - e. The United States has a right to seek judicial enforcement of any matter arising under:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, or
 - (3) This assurance.
 - f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) Federal transit law, 49 U.S.C. § 5332.
 - g. It will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
 - h. It will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
 - (1) Subrecipient,
 - (2) Transferee,
 - (3) Third Party Contractor or Subcontractor at any tier,
 - (4) Successor in Interest,
 - (5) Lessee, or

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

- (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).
- i. It will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
 - (1) Subagreement at any tier,
 - (2) Property transfer agreement,
 - (3) Third party contract or subcontract at any tier,
 - (4) Lease, or
 - (5) Participation agreement.
- j. The assurances you have made on your Applicant's behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
 - (1) Federal assistance is provided for its Award,
 - (2) Its property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
 - (3) It retains ownership or possession of its property acquired or improved with federal assistance provided for its Award, or
 - (4) FTA may otherwise determine in writing.
- 4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:
 - a. It will comply with the following prohibitions against discrimination on the basis of disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:
 - (1) Construct any facility,
 - (2) Obtain any rolling stock or other equipment,
 - (3) Undertake studies,
 - (4) Conduct research, or
 - (5) Participate in any benefit or obtain any benefit from any FTA administered program.
 - b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability, be:
 - (1) Excluded from participation,
 - (2) Denied benefits, or
 - (3) Otherwise subjected to discrimination.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

01.E. Suspension and Debarment Certification.

On behalf of your Applicant, you certify that:

1. It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180.
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified.
 - b. Within a three-year period preceding its latest application or proposal, its management has not been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction, or contract under a public transaction,
 - (2) Violation of any federal or state antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.
 - c. It is 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 listed in the preceding subsection 2.b of this Certification.
 - d. It has not had one or more public transactions (federal, state, or local) terminated for cause or default within a three-year period preceding this Certification.
 - e. If, at a later time, it receives any information that contradicts the preceding statements of subsections 2.a – 2.d of this Category 01.E Certification, it will promptly provide that information to FTA.
 - f. It will treat each lower tier contract or subcontract under its Award as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a federal official.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

- g. It will require that each covered lower tier contractor and subcontractor:
 - (1) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Award is not presently declared by any federal department or agency to be:
 - (a) Debarred from participation in any federally assisted Award,
 - (b) Suspended from participation in any federally assisted Award,
 - (c) Proposed for debarment from participation in any federally assisted Award,
 - (d) Declared ineligible to participate in any federally assisted Award,
 - (e) Voluntarily excluded from participation in any federally assisted Award, or
 - (f) Disqualified from participation in any federally assisted Award.
- 5. It will provide a written explanation if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Category 01.E Certification.

01.F. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in this Category 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in federal laws, regulations, and requirements.

- 1. *Administrative Activities.* On behalf of your Applicant, you assure that:
 - a. For any application it submits for federal assistance, it has adequate resources to plan, manage, and complete properly the tasks to implement its Award, including:
 - (1) The legal authority to apply for federal assistance,
 - (2) The institutional capability,
 - (3) The managerial capability, and
 - (4) The financial capability (including funds sufficient to pay the non-federal share of the cost of incurred under its Award).
 - b. As required, it will give access and the right to examine materials related to its Award to the following entities or individuals, including, but not limited to:
 - (1) FTA,
 - (2) The Comptroller General of the United States, and
 - (3) The State, through an appropriate authorized representative.
 - c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance.
 - d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
 - (1) A personal or organizational conflict of interest or personal gain, or

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

- (2) An appearance of a personal or organizational conflict of interest or personal gain.
2. *Specifics of the Award.* On behalf of your Applicant, you assure that:
 - a. It will begin and complete work within the period of performance that applies following receipt of an FTA Award.
 - b. For FTA assisted construction Awards:
 - (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
 - (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms to the approved plans and specifications,
 - (3) It will include a covenant to assure nondiscrimination during the useful life of the real property financed under its Award in its title to that real property,
 - (4) To the extent FTA requires, it will record the federal interest in the title to FTA assisted real property or interests in real property, and
 - (5) It will not alter the site of the FTA assisted construction or facilities without permission or instructions from FTA by:
 - (a) Disposing of the underlying real property or other interest in the site and facilities,
 - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
 - (c) Changing the terms of the underlying real property title or other interest in the site and facilities.
 - c. It will furnish progress reports and other information as FTA or the state may require.
3. *Statutory and Regulatory requirements.* On behalf of your Applicant, you assure that:
 - a. It will comply with all federal laws, regulations, and requirements relating to nondiscrimination that apply, including, but not limited to:
 - (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. § 2000d.
 - (2) The prohibitions against discrimination on the basis of sex, as provided in:
 - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 – 1683, and 1685 – 1687, and
 - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25.
 - (3) The prohibitions against discrimination on the basis of age in federally assisted programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 – 6107.
 - (4) The prohibitions against discrimination on the basis of disability in federally assisted programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794.

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- (5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*
 - (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. § 3601 *et seq.*
 - (7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*
 - (8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*
 - (9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. § 290dd – 290dd-2.
 - (10) The nondiscrimination provisions of any other statute(s) that may apply to its Award.
- b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. § 4601 *et seq.*, and 49 U.S.C. § 5323(b), regardless of whether federal assistance has been provided for any real property acquired or improved for purposes of its Award:
- (1) It will provide for fair and equitable treatment of any displaced persons or any persons whose property is acquired or improved as a result of federally assisted programs.
 - (2) It has the necessary legal authority under state and local laws, regulations, and requirements to comply with:
 - (a) The Uniform Relocation Act. 42 U.S.C. § 4601 *et seq.*, as specified by 42 U.S.C. §§ 4630 and 4655, and
 - (b) U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, specifically 49 CFR § 24.4.
 - (3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24.
 - (b) As provided by 42 U.S.C. §§ 4622, 4623, and 4624, and 49 CFR part 24, if its Award results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 - 1 Displaced families or individuals, and
 - 2 Displaced corporations, associations, or partnerships.

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- (c) As provided by 42 U.S.C. § 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 - 1 Displaced families and individuals, and
 - 2 Displaced corporations, associations, or partnerships.
 - (d) As provided by 42 U.S.C. § 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals.
 - (e) It will:
 - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin.
 - (f) It will be guided by the real property acquisition policies of 42 U.S.C. §§ 4651 and 4652.
 - (g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. §§ 4653 and 4654, understanding that FTA will provide federal assistance for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. § 4631.
 - (h) It will execute the necessary implementing amendments to FTA assisted third party contracts and subagreements.
 - (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances.
 - (j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, related to its Award that involves relocation or land acquisition.
 - (k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions.
- c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. § 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.
- d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by federal assistance of:
- (1) The National Research Act, as amended, 42 U.S.C. § 289 *et seq.*, and
 - (2) U.S. DOT regulations, “Protection of Human Subjects,” 49 CFR part 11.
- e. It will, to the extent applicable, comply with the labor standards and protections for federally assisted Awards of:
- (1) The Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147,

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- (2) Sections 1 and 2 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874, and 40 U.S.C. § 3145, respectively, and
 - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3701 *et seq.*
- f. It will comply with any applicable environmental standards prescribed to implement federal laws and executive orders, including, but not limited to:
- (1) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. § 4321 note.
 - (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. § 7606 note.
 - (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. § 4321 note.
 - (4) Following the evaluation of flood hazards in the floodplains provisions of Executive Order No. 11988, May 24, 1977, 42 U.S.C. § 4321 note, and Executive Order No. 13690 “Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input, January 30, 2015.
 - (5) Complying with the assurance of consistency with the approved state management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 – 1465.
 - (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 – 7671q.
 - (7) Complying with protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f – 300j-6.
 - (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 – 1544.
 - (9) Complying with the environmental protections for federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance to be used in a transportation Award, as required by 49 U.S.C. § 303 (also known as “Section 4f”).
 - (10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 – 1287.
 - (11) Complying with and facilitating compliance with:
 - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300108,

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- (b) The Archaeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*, and
 - (c) Executive Order No. 11593 (identification and protection of historic properties), 54 U.S.C. § 300101.
- g. To the extent applicable, it will comply with the following federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported with federal assistance:
 - (1) The Animal Welfare Act, as amended, 7 U.S.C. § 2131 *et seq.*, and
 - (2) U.S. Department of Agriculture regulations, “Animal Welfare,” 9 CFR subchapter A, parts 1, 2, 3, and 4.
- h. To the extent applicable, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically 49 CFR § 41.117(d), before accepting delivery of any FTA assisted buildings.
- i. It will comply with and assure that each of its Subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), by:
 - (1) Participating in the federal flood insurance program, and
 - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- j. It will comply with:
 - (1) The Hatch Act, 5 U.S.C. §§ 1501 – 1508, 7324 – 7326, which limits the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with federal assistance, including a federal loan, grant agreement, or cooperative agreement, and
 - (2) 49 U.S.C. § 5323(1)(2) and 23 U.S.C. § 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving federal assistance appropriated or made available under 49 U.S.C. chapter 53 and 23 U.S.C. § 142(a)(2) to whom the Hatch Act does not otherwise apply.
- k. It will perform the financial and compliance audits as required by the:
 - (1) Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*,
 - (2) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 200, and
 - (3) Most recent applicable U.S. OMB Compliance Supplement, 2 CFR part 200, appendix XI (previously known as the U.S. OMB Circular A-133 Compliance Supplement).

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- l. It will comply with all other federal laws, regulations, and requirements that apply.
- m. It will follow federal guidance governing it and its Award, except as FTA has expressly approved otherwise in writing.

CATEGORY 02. LOBBYING.

Before FTA may provide federal assistance for a grant or cooperative agreement exceeding \$100,000 or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, unless your Applicant is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 31 U.S.C. § 1352, you must select the Lobbying Certifications in Category 02 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. As required by 31 U.S.C. § 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
 - a. The lobbying restrictions of this Certification apply to its requests:
 - (1) For \$100,000 or more in federal assistance for a grant or cooperative agreement, and
 - (2) For \$150,000 or more in federal assistance for a loan, line of credit, loan guarantee, or loan insurance, and
 - b. Your Certification on its behalf applies to the lobbying activities of:
 - (1) It,
 - (2) Its Principals, and
 - (3) Its Subrecipients at the first tier.
2. To the best of your knowledge and belief:
 - a. No federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
 - (1) An officer or employee of any federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
 - b. It will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with the instructions on that form, if any funds

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other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence:

- (1) An officer or employee of any federal agency regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
- (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal grant or cooperative agreement, or
 - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
- c. It will include the language of this Certification in its Award documents under a federal grant, cooperative agreement, loan, line of credit, or loan insurance including, but not limited to:
 - (1) Each third party contract,
 - (2) Each third party subcontract,
 - (3) Each subagreement, and
 - (4) Each third party agreement.
3. It understands that:
 - a. This Certification is a material representation of fact that the Federal Government relies on, and
 - b. It must submit this Certification before the Federal Government may award federal assistance for a transaction covered by 31 U.S.C. § 1352, including a:
 - (1) Federal grant or cooperative agreement, or
 - (2) Federal loan, line of credit, loan guarantee, or loan insurance.
4. It understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 03. PROCUREMENT AND PROCUREMENT SYSTEMS.

We request that you select the Procurement and Procurement Systems Certification in Category 03 on behalf of your Applicant, especially if your Applicant is a state, local, or Indian tribal government with a certified procurement system, as provided in 2 CFR § 200.324(c)(2), incorporated by reference in 2 CFR part 1201 or former 49 CFR 18.36(g)(3)(ii).

Any provision of the Certification in Category 03 that does not apply will not be enforced.

On behalf of your Applicant, you certify that its procurements and its procurement system will comply with all federal laws, regulations, and requirements in accordance with applicable federal guidance, except as FTA has approved otherwise in writing.

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CATEGORY 04. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide federal assistance for an Award that involves the acquisition of public transportation property or the operation of public transportation facilities or equipment, you must select the Private Property Protections Assurances in Category 04.A and enter into the Agreements in Category 04.B and Category 04.C on behalf of your Applicant in addition to other Certifications you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurances and Agreements in Category 04 that does not apply will not be enforced.

04.A. Private Property Protections.

If your Applicant is a state, local government, or Indian tribal government and seeks federal assistance from FTA to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Category 04.A apply to your Applicant, except as FTA determines otherwise in writing.

To facilitate FTA's ability to make the findings required by 49 U.S.C. § 5323(a)(1), on behalf of your Applicant, you assure that:

1. It has or will have:
 - a. Determined that the federal assistance it has requested is essential to carrying out its Program of Projects as required by 49 U.S.C. §§ 5303, 5304, and 5306,
 - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
 - c. Paid just compensation under state or local laws to the company for any franchise or property acquired.
2. It has completed the actions described in the preceding section 1 of this Category 04.A Certification before:
 - a. It acquires the property or an interest in the property of a private provider of public transportation, or
 - b. It operates public transportation equipment or facilities:
 - (1) In competition with transportation service provided by an existing public transportation operator, or
 - (2) In addition to transportation service provided by an existing public transportation operator.

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04.B. Charter Service Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the Charter Service Agreement in Category 04.B applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(d) and (g) and FTA regulations, “Charter Service,” 49 CFR part 604, specifically 49 CFR § 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA’s “Charter Service” regulations apply as follows:
 - a. FTA’s Charter Service regulations restrict transportation by charter service using facilities and equipment acquired or improved under its Award from FTA financed with federal assistance derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - b. FTA’s charter service restrictions extend to:
 - (1) Your Applicant, when it becomes a Recipient of federal assistance appropriated or made available for:
 - (a) Federal transit laws, 49 U.S.C. chapter 53,
 - (b) 23 U.S.C. §§ 133 or 142, or
 - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - (2) Any Third Party Participant that receives federal assistance derived from:
 - (a) Federal transit laws, 49 U.S.C. chapter 53,
 - (b) 23 U.S.C. §§ 133 or 142, or
 - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - c. A Third Party Participant includes any:
 - (1) Subrecipient at any tier,
 - (2) Lessee,
 - (3) Third Party Contractor or Subcontractor at any tier, and
 - (4) Other Third Party Participant in its Award.
 - d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives federal public transportation assistance appropriated or made available for its Award will engage in charter service operations, except as permitted under:
 - (1) Federal transit laws, specifically 49 U.S.C. § 5323(d) and (g),
 - (2) FTA regulations, “Charter Service,” 49 CFR part 604, to the extent consistent with 49 U.S.C. § 5323(d) and (g),
 - (3) Any other federal Charter Service regulations, or

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- (4) Federal guidance, except as FTA determines otherwise in writing.
- e. You and your Applicant agree that the latest Charter Service Agreement selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the Underlying Agreement accompanying its Award of federal assistance from FTA.
- f. You and your Applicant agree that:
 - (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives federal assistance from FTA appropriated or made available for its Award that has engaged in a pattern of violations of FTA's Charter Service regulations by:
 - (a) Conducting charter operations prohibited by federal transit laws and FTA's Charter Service regulations, or
 - (b) Otherwise violating its Charter Service Agreement selected in its latest annual Certifications and Assurances, and
 - (2) These corrective measures and remedies may include:
 - (a) Barring it or any Third Party Participant operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA,
 - (b) Withholding an amount of federal assistance as provided by Appendix D to FTA's Charter Service regulations, or
 - (c) Any other appropriate remedy that may apply.
- 2. In addition to the exceptions to the restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
 - a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. §§ 5307 or 5311 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under former 49 U.S.C. §§ 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that federal assistance from FTA for those program purposes only.
 - b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. § 5310 to be used for New Freedom activities that would have been eligible for assistance under former 49 U.S.C. § 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that federal assistance from FTA for those program purposes only.
 - c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally assisted public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. § 5323(r).

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04.C. School Bus Agreement.

If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the School Bus Agreement in Category 04.C applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. § 5323(f) and (g) and FTA regulations, “School Bus Operations,” 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g), on behalf of your Applicant, you are entering into the following School Bus Agreement:

1. FTA’s “School Bus Operations” regulations restrict school bus operations using facilities and equipment acquired or improved with federal assistance derived from:
 - a. Federal transit laws, 49 U.S.C. chapter 53,
 - b. 23 U.S.C. §§ 133 or 142, or
 - c. Any other Act that provides federal public transportation assistance, unless otherwise excepted.
2. FTA’s school bus operations restrictions extend to:
 - a. Your Applicant, when it becomes a Recipient of federal assistance appropriated or made available for:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
 - b. Any Third Party Participant that receives federal assistance derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. §§ 133 or 142, or
 - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
3. A Third Party Participant includes any:
 - a. Subrecipient at any tier,
 - b. Lessee,
 - c. Third Party Contractor or Subcontractor at any tier, and
 - d. Other Third Party Participant in its Award.
4. You and your Applicant agree and will obtain the agreement of any Third Party Participant involved in your Applicant’s Award that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),
 - b. FTA regulations, “School Bus Operations,” 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),
 - c. Any other federal School Bus regulations, or
 - d. Federal guidance, except as FTA determines otherwise in writing.

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5. You and your Applicant agree that the latest School Bus Agreement selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference in and made part of the Underlying Agreement accompanying its Award of federal assistance.
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
 - a. Bar your Applicant or Third Party Participant from receiving further federal assistance for public transportation, or
 - b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

CATEGORY 05. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide federal assistance for an Award to acquire rolling stock for use in revenue service or to acquire a new bus model, you must select the Rolling Stock Reviews and Bus Testing Certifications in Category 05 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 05 that does not apply will not be enforced.

05.A. Rolling Stock Reviews.

If your Applicant seeks federal assistance from FTA to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Category 05.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that when procuring rolling stock for use in revenue service:

1. It will comply with:
 - a. Federal transit laws, specifically 49 U.S.C. § 5323(m), and
 - b. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, and
2. As provided in 49 CFR § 663.7:
 - a. It will conduct or cause to be conducted the required pre-award and post-delivery reviews of that rolling stock, and
 - b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

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05.B. Bus Testing.

If your Applicant seeks federal assistance from FTA to acquire a new bus model, the Bus Testing Certifications in Category 05.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. FTA's bus testing requirements apply to all acquisitions of new buses and new bus models that require bus testing as defined in FTA's Bus Testing regulations, and it will comply with:
 - a. 49 U.S.C. § 5318, and
 - b. FTA regulations, "Bus Testing," 49 CFR part 665, to the extent these regulations are consistent with 49 U.S.C. § 5318.
2. As required by 49 CFR § 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration:
 - a. It will not spend any federal assistance appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
 - (1) That new bus or new bus model has been tested at FTA's bus testing facility, and
 - (2) It has received a copy of the test report prepared for that new bus or new bus model, and
 - b. It will not authorize final acceptance of that new bus or new bus model until:
 - (1) That new bus or new bus model has been tested at FTA's bus testing facility, and
 - (2) It has received a copy of the test report prepared for that new bus or new bus model.
3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including the:
 - a. Performance standards for:
 - (1) Maintainability,
 - (2) Reliability,
 - (3) Performance (including braking performance),
 - (4) Structural integrity,
 - (5) Fuel economy,
 - (6) Emissions, and
 - (7) Noise, and
 - b. Minimum safety performance standards established under 49 U.S.C. § 5329.
4. After FTA regulations authorized by 49 U.S.C. § 5318(e)(2) are in effect, it will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the "Pass/Fail" standard established by regulation.

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CATEGORY 06. DEMAND RESPONSIVE SERVICE.

Before FTA may provide federal assistance for an Award to a public entity that operates demand responsive service to acquire a non-rail vehicle that is not accessible, you must select the Demand Responsive Service Certifications in Category 06 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 06 that does not apply will not be enforced.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR § 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
 - a. Individuals with disabilities, including individuals who use wheelchairs, and
 - b. Individuals without disabilities.
2. Viewed in its entirety, its service for individuals with disabilities is:
 - a. Provided in the most integrated setting feasible, and
 - b. Equivalent to the service it offers individuals without disabilities with respect to:
 - (1) Response time,
 - (2) Fares,
 - (3) Geographic service area,
 - (4) Hours and days of service,
 - (5) Restrictions on priorities based on trip purpose,
 - (6) Availability of information and reservation capability, and
 - (7) Constraints on capacity or service availability.

CATEGORY 07. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide federal assistance for an Award in support of an Intelligent Transportation System (ITS), you must select the Intelligent Transportation Systems Assurances in Category 07 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurances in Category 07 that does not apply will not be enforced.

On behalf of your Applicant, you and your Applicant:

1. Understand that, as used in this Assurance, the term Intelligent Transportation System is defined to include technologies or systems of technologies that provide or

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- significantly contribute to the provision of one or more Intelligent Transportation System (ITS) user services as defined in the “National ITS Architecture.”
2. Assure that, as provided in 23 U.S.C. § 517(d), any Award that includes an ITS or related activity financed with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. § 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. § 517(d)(2).

CATEGORY 08. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

Before FTA may award federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support the interest, financing, or leasing costs of any Award financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, any program to which the requirements of 49 U.S.C. § 5307 apply, or any other program as FTA may specify, you must select the Certifications in Category 08 in addition to other Certifications and Assurances you must select on your Applicant’s behalf, except as FTA may determine otherwise in writing.

Any provision of the Certifications and Assurances in Category 08 that does not apply will not be enforced.

08.A. Interest and Financing Costs.

If your Applicant intends to use federal assistance to support the interest or any other financing costs for an Award financed under the Urbanized Area Formula Grants Program, the Fixed Guideway Capital Investment Grants Program, the New Starts, Small Starts, and Core Capacity Programs, any program that must comply with the requirements of 49 U.S.C. § 5307, or any other program as FTA may specify, the Interest and Financing Costs Certifications in Category 08.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or any other financing costs unless:
 - a. It is eligible to receive federal assistance for those costs, and
 - b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, as FTA may require.
2. It will comply with the same favorable financing cost provisions for Awards financed under:
 - a. The Urbanized Area Formula Grants Program,
 - b. A Full Funding Grant Agreement,

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- c. An Early Systems Work Agreement,
- d. The Fixed Guideway Capital Investment Program financed by previous FTA enabling legislation,
- e. Any program that must comply with the requirements of 49 U.S.C. § 5307, or
- f. Any other program as FTA may specify.

08.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks federal assistance from FTA to acquire capital assets (other than rolling stock or related equipment) through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Category 08.B applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, “Capital Leases,” 49 CFR part 639, to the extent consistent with the FAST Act, if your Applicant acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, it will not enter into a capital lease for which FTA can provide only incremental federal assistance unless it has adequate financial resources to meet its future lease obligations if federal assistance is not available.

CATEGORY 09. TRANSIT ASSET MANAGEMENT PLAN AND PUBLIC TRANSPORTATION AGENCY SAFETY PLAN.

Before FTA may provide federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support an Award, you must select the Certifications in Category 09 in addition to other Certifications and Assurances you must select on your Applicant’s behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 09 that does not apply will not be enforced.

09.A. Transit Asset Management Plan.

If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Group 09.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each of its Subrecipients will:

1. Follow federal guidance that, when issued, will implement the transit asset management system provisions of 49 U.S.C. § 5326, except as FTA determines otherwise in writing, and

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2. Comply with the final federal regulations that, when issued, will implement the transit asset management provisions of 49 U.S.C. § 5326.

09.B. Public Transportation Agency Safety Plan.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State government, local government, or any other operator of a public transportation system, the Public Transportation Safety Plan Certifications in Group 09.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it will:

1. Follow the Federal guidance, when issued, that will implement the safety plan provisions of 49 U.S.C. § 5329(d), except as FTA determines otherwise in writing, and
2. Comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. § 5329(d).

CATEGORY 10. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. § 5331 and its implementing regulations, before FTA may provide federal assistance for an Award, you must select the Certifications in Category 10 in addition to other Certifications and Assurances you select on your Applicant's behalf, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 10 that does not apply will not be enforced.

As required by 49 U.S.C. § 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, subpart I, specifically 49 CFR § 655.83, on behalf of your Applicant, including an Applicant that is a state, and on behalf of its Subrecipients and Third Party Contractors, you certify that:

1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
 - a. An alcohol misuse testing program, and
 - b. A controlled substance testing program.
2. Your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331.
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or its Third

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Party Contractors to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.

CATEGORY 11. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY IMPROVEMENT).

Before FTA may provide federal assistance for an Award financed under the New Starts, Small Starts, or Core Capacity Improvement Program authorized under 49 U.S.C. § 5309, you must select the Certifications in Category 11 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Category 11 that does not apply will not be enforced.

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan,
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304, and
5. It will comply with FTA guidance, "Final Interim Policy Guidance, Capital Investment Grant Program," August 2015, 80 *Fed. Reg.* 46514, August 5, 2015,

CATEGORY 12. STATE OF GOOD REPAIR PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State of Good Repair Program authorized under 49 U.S.C. § 5337, you must select the Certifications in Category 12 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 12 that does not apply will not be enforced.

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On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan, and
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 13. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS

Before FTA may provide federal assistance for an Award under the Buses and Bus Facilities Program authorized under 49 U.S.C. § 5339, as amended by the FAST Act, which among other things authorizes grants for Low or No Emission buses, you must select the Certifications in Category 13 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 13 that does not apply will not be enforced.

13.A. Grants for Buses and Bus Facilities Program The following Certifications for the Grants for Buses and Bus Facilities Program are required by 49 U.S.C. § 5339, as amended by the FAST Act, which provides that the requirements of 49 U.S.C. § 5307 shall apply to recipients of grants made in urbanized areas and the requirements of 49 U.S.C. § 5311 shall apply to recipients of grants made in rural areas under this 49 U.S.C. §§ 5339(a) and (b). Therefore:

1. If your Applicant is in an urbanized area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan,

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- d. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5339 during non-peak hours for transportation, recipients in an urbanized area will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
 - e. When carrying out a procurement under 49 U.S.C. § 5339, it will comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g. As required by 49 U.S.C. § 5307(d):
 - (1) It has or will have the amount of funds required for the non-federal share,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
 - i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation service.
 - j. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).
2. If your Applicant is in a rural area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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- c. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
- d. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
- e. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service with transportation service financed by other federal sources.
- f. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
 - (1) The statewide transportation improvement program, and
 - (2) To the extent applicable, a metropolitan transportation improvement program.
- g. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5311(g) ,
 - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
- h. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - a. The Recipient possessing the facility or equipment consents to the transfer, and
 - b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.

13.B. Low or No Emission Vehicle Deployment.

If your Applicant seeks federal assistance from FTA for an Award financed under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), the Certifications and Assurances in Category 13.B apply to your Applicant, except as FTA determines otherwise in writing.

Former section 5312(d)(5)(C)(i) of title 49, United States Code, requires the following Certifications for Low or No Emission Vehicle Deployment Program before awarding federal assistance appropriated or made available under MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

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1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award.
4. When using or involving a facility or equipment acquired or improved with federal assistance under former 49 U.S.C. § 5312(d)(5) during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and is unable to use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under this Program, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
 - a. It has informed or will inform the public of the amounts of its federal assistance available under this Program,
 - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities to be financed,
 - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
 - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
 - e. It has assured or will assure that its proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. § 5336, as amended by the FAST Act, with federally assisted transportation services supported by other federal sources,
 - f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
 - g. It has made or will make the final list of Projects for which an Award is sought available to the public.

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7. With respect to the non-federal share:
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
8. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
9. It has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation service.
10. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

CATEGORY 14. URBANIZED AREA FORMULA GRANTS PROGRAMS AND PASSENGER FERRY GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, which among other things, authorizes federal assistance for Job Access and Reverse Commute (JARC) activities, and the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), you must select the Certifications in Category 14 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 14 that does not apply will not be enforced.

14.A. Urbanized Area Formula Grants Program under the FAST Act.

If your Applicant seeks federal assistance from FTA for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, the Certifications in Category 14.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Urbanized Area Formula Grants Program under 49 U.S.C. § 5307, as amended by the FAST Act are required by 49 U.S.C. § 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

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3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan,
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307 during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
 - a. It has made or will make available to the public information on the amounts of federal assistance available to it under 49 U.S.C. § 5307,
 - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities for which federal assistance is sought,
 - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on its proposed Program of Projects and its performance as an Applicant or Recipient,
 - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
 - e. It has ensured or will ensure that its proposed Program of Projects provides for coordination of transportation services financed by FTA under 49 U.S.C. § 5336, as amended by the FAST Act, with transportation services supported by other Federal Government sources,
 - f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
 - g. It has made or will make its final Program of Projects available to the public.
7. As required by 49 U.S.C. § 5307(d):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and

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- c. It will provide the non-federal share when needed.
- 8. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
- 9. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation.
- 10. Each fiscal year:
 - a. It will assure that at least one (1) percent of the amount of federal assistance under 49 U.S.C. § 5307 apportioned to its urbanized area must be expended for Public Transportation Security activities as described in 49 U.S.C. § 5307(c)(1)(J)(i) including:
 - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
 - (2) Increased camera surveillance of an area in or adjacent to that system,
 - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
 - (4) Any other activity intended to increase the security and safety of an existing or planned public transportation system, or
 - b. The Designated Recipients in its urbanized area certify that such expenditures for Public Transportation Security activities are not necessary.
- 11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
 - a. It will provide a report by the end of the fourth quarter of the preceding federal fiscal year that lists projects carried out in the preceding fiscal year under this section for associated transit improvements as defined in 49 U.S.C. § 5302, and
 - b. The report of its Associated Transit Improvements or related activities is or will be incorporated by reference and made part of its Certifications and Assurances.
- 12. It will comply with the final federal regulations that, when issued, will implement the safety requirements of 49 U.S.C. § 5329(d).

14.B. Passenger Ferry Grant Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), the Certifications in Category 14.B apply to your Applicant, except as FTA determines otherwise in writing.

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The following Certifications for the Passenger Ferry Grant Program are required by 49 U.S.C. § 5307(c)(1) or (h). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307(h) during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307(h), it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. As required by 49 U.S.C. § 5307(d):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share from sources approved by FTA, and
 - c. It will provide the non-federal share when needed.
7. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
8. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation service.
9. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

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CATEGORY 15. SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized under 49 U.S.C. § 5310, as amended by the FAST Act, you must select the Certifications in Category 15 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 15 that does not apply will not be enforced.

1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. § 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. Each Subrecipient is:
 - (1) A private nonprofit organization, or
 - (2) A state or local governmental authority that:
 - (a) Is approved by a state to coordinate services for seniors and individuals with disabilities, or
 - (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.
 - b. It will comply with the following selection and planning requirements:
 - (1) The Projects it has selected or will select for an Award or Subaward of federal assistance appropriated or made available under 49 U.S.C. § 5310 are included in a public transit-human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated.
 - (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
 - (a) Seniors,
 - (b) Individuals with disabilities,
 - (c) Representatives of public, private, and nonprofit transportation providers,
 - (d) Representatives of public, private, and nonprofit human services providers, and
 - (e) Other members of the public.
 - (3) Within its Award, the Projects selected to receive federal assistance will assist in providing transportation services for seniors and individuals with

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- disabilities are included in its Program of Projects, that is or will be submitted to FTA annually.
- (4) To the maximum extent feasible, the services financed by 49 U.S.C. § 5310 will be coordinated with transportation services financed by other federal departments and agencies, including any transportation activities carried out by a recipient of federal assistance from the Department of Health and Human Services.
 - c. As required by 49 U.S.C. § 5310(e)(2)(B), it certifies that if it allocates to any Subrecipient federal assistance received under 49 U.S.C. § 5310, it will have allocated that federal assistance on a fair and equitable basis.
 - d. It will not transfer a facility or equipment acquired or improved with federal assistance appropriated or made available for a grant under 49 U.S.C. § 5310 to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, unless:
 - (1) The recipient possessing the facility or equipment consents to the transfer, and
 - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5310.
 - e. As required by 49 U.S.C. § 5310(b)(2), it will use at least fifty-five (55) percent of the federal assistance it receives for Capital Projects to meet the special needs of seniors and individuals with disabilities.
 - f. The requirements of 49 U.S.C. § 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. § 5310.
2. FTA has determined that certain requirements of 49 U.S.C. § 5307 are appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, some of which require Certifications. Therefore, as specified under 49 U.S.C. § 5307(c)(1), it certifies that:
- a. It has or will have and will require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have and will require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award or Subaward.
 - c. It will maintain and will require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award or Subaward, in accordance with the recipient's transit asset management plan.
 - d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will require each Subrecipient to comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.

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- e. With respect to the non-federal share:
 - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5310,
 - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
- f. It has complied or will comply and will require each Subrecipient to comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
- g. To the extent applicable, it will comply and require its Subrecipients to comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).

CATEGORY 16. RURAL AREAS AND APPALACHIAN DEVELOPMENT PROGRAMS.

Before FTA may provide federal assistance for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311(b), as amended by FAST Act, and the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), as amended by FAST, you must select the Certifications in Category 16 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 16 that does not apply will not be enforced.

16.A. Formula Grants for Rural Areas Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311, as amended by FAST Act, the Certifications in Category 16.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each state or state organization serving as your Applicant for federal assistance appropriated or made available for the Rural Areas Formula Program financed under 49 U.S.C. § 5311(b), as amended by FAST Act. On its behalf, you certify and assure that:

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1. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
4. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
5. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service authorized by 49 U.S.C. § 5311(b) with transportation service financed by other federal sources.
6. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
 - a. The statewide transportation improvement program, and
 - b. To the extent applicable, a metropolitan transportation improvement program.
7. With respect to the non-federal share:
 - a. It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by former 49 U.S.C. § 5311(g),
 - b. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
 - c. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
8. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - a. The Recipient possessing the facility or equipment consents to the transfer, and
 - b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.
9. Each fiscal year:
 - a. It will spend at least fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state including:
 - (1) Planning and marketing for intercity bus transportation,
 - (2) Capital grants for intercity bus facilities,
 - (3) Joint-use facilities,
 - (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration projects, and

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

- (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
- b. It will provide to FTA a Certification from the governor of the state that:
 - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the state, and
 - (2) The state's intercity bus service needs are being met adequately.

16.B. Appalachian Development Public Transportation Assistance Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), the Certification in Category 16.C applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, in addition to other Certifications and Assurances it must provide, if it is unable to use its federal assistance made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. § 5311(c)(2)(D), it may use the federal assistance for a Highway Project only after:

1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.

CATEGORY 17. TRIBAL TRANSIT PROGRAMS (PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS).

Before FTA may provide federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), you must select the Certifications in Category 17 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 17 that does not apply will not be enforced.

FTA has established terms and conditions for Tribal Transit Program grants financed with federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
4. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
5. With respect to its procurement system:
 - a. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, for Awards made on or after December 26, 2014,
 - b. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - c. It will inform FTA promptly that its procurement system does not comply with either of those U.S. DOT regulations.
6. It will comply with the Buy America requirements under 49 U.S.C. § 5323(j), as amended by FAST Act, and FTA regulations, "Buy America Requirements," 49 CFR part 661.
7. It will comply with the Certifications, Assurances, and Agreements in:
 - a. Category 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
 - b. Category 05.B (Bus Testing),
 - c. Category 06 (Demand Responsive Service),
 - d. Category 07 (Intelligent Transportation Systems), and
 - e. Category 10 (Alcohol and Controlled Substances Testing).

CATEGORY 18. STATE SAFETY OVERSIGHT GRANT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the State Safety Oversight Grant Program authorized under 49 U.S.C. § 5329(e)(6), you must select the Certifications in Category 18 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 18 that does not apply will not be enforced.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award.
4. When carrying out a procurement under its Award, it will comply with:
 - a. The applicable general provisions of 49 U.S.C. § 5323, and
 - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
5. As required by 49 U.S.C. § 5329(e)(6)(C):
 - a. It has or will have the amount of funds required for the non-federal share,
 - b. It will provide the non-federal share only from sources approved by FTA, and will not be met by:
 - (1) Any federal assistance,
 - (2) Any funds received from a public transportation agency, or
 - (3) Any revenues earned by a public transportation agency, and
 - c. Will provide the non-federal share when needed.
6. It meets the applicable requirements of FTA regulations, “Rail Fixed Guideway Systems: State Safety Oversight,” 49 CFR part 659.
7. It has received or will receive an FTA certification upon a determination that its State Safety Oversight Program meets the requirements of 49 U.S.C. § 5329(e) and is adequate to promote the purposes of 49 U.S.C. § 5329.

CATEGORY 19. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Public Transportation Emergency Relief Program authorized under 49 U.S.C. § 5324, you must select the Certifications in Category 19 in addition to other Certifications and Assurances you must select on your Applicant’s behalf, except as FTA determines otherwise in writing.

Any provision of the Assurance in Category 19 that does not apply will not be enforced.

As required by 49 U.S.C. § 5324(d), on behalf of your Applicant, you assure that it will:

1. Comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for federal assistance appropriated or made available for the Public Transportation Emergency Relief Program, and
2. Comply with FTA regulations, “Emergency Relief,” 49 C.F.R. part 602.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

CATEGORY 20. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide federal assistance for an Award financed under the Expedited Project Delivery Pilot Program authorized under section 3005(b) of the FAST Act, you must select the Certifications in Category 20 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

To the extent that any Certification in Category 20 does not apply, it will not be enforced.

As required by section 3005(b)(3)(B) of the FAST Act, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the recipient's transit asset management plan.
4. It will comply with:
 - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

CATEGORY 21. INFRASTRUCTURE FINANCE PROGRAMS.

Before FTA may provide credit assistance for an Award financed under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. §§ 601 – 609, or the State Infrastructure Banks (SIB) Program authorized under 23 U.S.C. § 610, you must select the Certifications in Category 23 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 21 that does not apply will not be enforced.

21.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

If your Applicant seeks federal assistance from FTA for an Award financed under the TIFIA Program authorized under 23 U.S.C. §§ 601 – 609 the Certifications and Assurances in Category 23.A applies to your Applicant, except as FTA determines

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

otherwise in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of your Applicant, you certify and assure, as required by 49 U.S.C. § 5323(o), that federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA credit assistance under 23 U.S.C. §§ 601 – 609.

1. To comply with 49 U.S.C. § 5307, specifically 49 U.S.C. § 5307(c)(1), on its behalf, you certify that:
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
 - d. For transportation during non-peak hours and using or involving a facility or equipment of an Award financed using 49 U.S.C. § 5307 funds, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
 - e. When carrying out a TIFIA-financed procurement, it will comply with:
 - (1) The applicable provisions of 49 U.S.C. § 5323, and
 - (2) The applicable provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
 - g.
 - (1) It has or will have no more than 80 percent of the Total Award Budget as the sum of all federal grants and any TIFIA-financed awards,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

- i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.
- j. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).
2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award that must be in compliance with those requirements unless:
 - a. It is eligible to receive federal assistance for those expenses, and
 - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*).
4. Pursuant to the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 5321 *et seq.*, it will receive an environmental categorical exclusion, a finding of no significant impact, or a record of decision under NEPA for its Award before obligating federal assistance.
5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d), when required.

21.B. State Infrastructure Banks (SIB) Program.

If your Applicant is a state and seeks federal assistance from FTA financed under the SIB Program authorized under 23 U.S.C. § 610, the Certifications and Assurances in Category 23.B applies to your state and its Award, except as FTA determines otherwise in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.

On behalf of the state organization serving as your Applicant for federal assistance for its SIB Program, you certify and assure that:

1. It will comply with the following applicable federal laws establishing the various SIB Programs since 1995:
 - a. 23 U.S.C. § 610, as amended by the FAST Act,
 - b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
 - c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or
 - d. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181.
2. It will comply with or follow the Cooperative Agreement establishing the state's SIB Program between:
 - a. It and FHWA, FRA, and FTA, or
 - b. It and FHWA and FTA.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

3. It will comply with or follow the Grant Agreement that provides federal assistance from FTA for the SIB and is between it and FTA, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that any provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
 - a. 23 U.S.C. § 610, as amended by the FAST Act,
 - b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
 - c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181 note,
 - d. Federal guidance pertaining to the SIB Program,
 - e. The Cooperative Agreement establishing the state's SIB Program, or
 - f. The Grant Agreement with FTA.
4. As required by 49 U.S.C. § 5323(o), federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, as amended by the FAST Act, apply to any Award under 49 U.S.C. chapter 53 that receives SIB support or financing under 23 U.S.C. § 610 (or any support from 23 U.S.C. §§ 601 – 609).
5. As required by 49 U.S.C. § 5323(o) and 49 U.S.C. § 5307(c)(1):
 - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan.
 - d. When using or involving a facility or equipment acquired or improved with federal assistance under a SIB-financed Award during non-peak hours for transportation, it will ensure that the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - (1) Any senior,
 - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
 - e. When carrying out a procurement under a SIB-financed Award, it will comply with:
 - (1) The applicable general provisions of 49 U.S.C. § 5323, and
 - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
 - f. It has complied with or will comply with 49 U.S.C. § 5307(b).

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

- g. (1) It has or will have the amount of funds required for the non-federal share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
 - h. It will comply with:
 - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
 - i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.
 - j. It will comply with the final federal regulations that, when issued, will implement the safety plan requirements of 49 U.S.C. § 5329(d).
6. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award unless:
- a. It is eligible to receive federal assistance for those expenses, and
 - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, as FTA may require.
7. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d).

GROUP CATEGORY 22. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Before FTA may provide federal assistance for an Award financed under the Paul S. Sarbanes Transit in Parks Program authorized under former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year, except as superseded by FAST Act requirements that apply you must select the Certifications in Category 22 in addition to other Certifications and Assurances you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Category 22 that does not apply will not be enforced.

1. Except as superseded by the FAST Act cross-cutting requirements that apply, the following Certifications and Assurances for the Paul S. Sarbanes Transit in Parks Program (Parks Program) are required by former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

- a. It will consult with the appropriate federal land management agency during the planning process, and
 - b. The requirements of former 49 U.S.C. § 5307, as determined by FTA, will apply to the Parks Program authorized by former 49 U.S.C. § 5320.
2. FTA has determined certain requirements of former 49 U.S.C. § 5307 to be appropriate for the Parks Program, of which some require Certifications. Therefore, as specified under former 49 U.S.C. § 5307(d)(1), except as superseded by the FAST Act cross-cutting requirements that apply, you certify that:
- a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
 - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
 - c. It will maintain its equipment and facilities acquired or improved under its Award.
 - d. When carrying out a procurement under former 49 U.S.C. § 5320, it will comply and will require each Subrecipient to comply with the following provisions:
 - (1) Competitive procurement (as defined or approved by FTA) requirements of 49 U.S.C. § 5325(a),
 - (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. § 5323(h),
 - (3) “Buy America” requirements under 49 U.S.C. § 5323(j), as amended by the FAST Act, and FTA regulations, “Buy America Requirements,” 49 CFR part 661,
 - (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. § 5323(m),
 - (5) Applicable railcar option restrictions of 49 U.S.C. § 5325(e), and
 - (6) “Veterans Preference/Employment” requirements under 49 U.S.C. § 5325(k).
 - e. It will comply with other applicable requirements under 49 U.S.C. § 5323 and § 5325.
 - f. It has complied or will comply with the requirements of former 49 U.S.C. § 5307(c), and specifically:
 - (1) It has made or will make available to the public information on the amounts available for the Parks Program, former 49 U.S.C. § 5320, and the Projects it proposes to implement under its Award,
 - (2) It has developed or will develop, in consultation with interested parties including private transportation providers, Projects to be financed under its Award,
 - (3) It has published or will publish a list of proposed Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed Projects and submit comments on the proposed Projects and its performance,

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

- (4) It has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed Projects,
 - (5) It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
 - (6) It has made or will make the final list of Projects for which an Award is sought available to the public.
- g. With respect to the non-federal share:
- (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5320,
 - (2) It will provide the non-federal share from sources approved by FTA, and
 - (3) It will provide the non-federal share when needed.
- h. It has complied or will comply with and will require each Subrecipient to comply with:
- (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
 - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
- i. It has a locally developed process to solicit and consider public comment before:
- (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.

CATEGORY 23. CONSTRUCTION HIRING PREFERENCES.

Before FTA may provide federal assistance for a third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C. using a geographic, economic, or any other hiring preference not otherwise authorized by federal law or regulation, you must select the Certifications in Category 23 on behalf of your Applicant in addition to other Certifications you must select on your Applicant's behalf, except as FTA determines otherwise in writing.

Any provision of the Certifications in Category 23 that does not apply will not be enforced.

As provided by section 192 of division L, title I of the Consolidated Appropriations Act, 2016, Pub. L. 114-113, on behalf of your Applicant, you certify that if, in connection with any third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C., it uses a geographic, economic, or any other hiring preference not otherwise authorized by law or prohibited under 2 CFR § 200.319(b):

1. Except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

- work that the third party contract requires resides in the jurisdiction where the work will be performed;
2. It will include appropriate provisions in its bid document ensuring that its third party contractor(s) do not displace any of its existing employees in order to satisfy such hiring preference; and
 3. That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

Selection and Signature Page(s) follow.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

**FEDERAL FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: Carson City Regional Transportation Commission

The Applicant agrees to comply with applicable provisions of Categories 01 – 23. X
OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

<u>Category</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	_____
12.	State of Good Repair Program.	_____
13.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
14.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	_____
15.	Seniors and Individuals with Disabilities Programs.	_____
16.	Rural Areas and Appalachian Development Programs.	_____
17.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
18.	State Safety Oversight Grant Program.	_____
19.	Public Transportation Emergency Relief Program.	_____
20.	Expedited Project Delivery Pilot Program.	_____
21.	Infrastructure Finance Programs.	_____
22.	Paul S. Sarbanes Transit in Parks Program.	_____
23.	Hiring Preferences	_____

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2016 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

AFFIRMATION OF APPLICANT

Name of the Applicant: Carson City Regional Transportation Commission (RTC)

Name and Relationship of the Authorized Representative: Brad Bonkowski, Carson City RTC Chair

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2016, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during federal fiscal year 2016.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name Brad Bonkowski
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Carson City Regional Transportation Commission

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Jun 28, 2016 9:03:26 AM PDT

File Edit Commands Help

SUNGARD PUBLIC SECTOR
NavilLine

225-0000-381.01-03

- Account miscellaneous
- Budget miscellaneous
- Transactions
- Detail by date
- Detail by code
- Detail by year & p
- Pending by date
- Pending by code
- Pending by year
- Procurement car

Account information

Q GENERAL FUND / CC FTA 5307 OPS MATCH
 Fiscal year: 2016 Cr
 Estimated revenue: 400,000.00
 Total receipts: 400,000.00
 Unrealized revenue: .00

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 July	400,000.00	400,000.00
Q 02 August	.00	400,000.00
Q 03 September	.00	400,000.00
Q 04 October	.00	400,000.00

Payment information

Vendor (* indicates pending) Total

Summary/Release Details

Type	App	Period	Date	Project	Transaction Amount	Budget Amount	Group
RJ	GM	01	8/17/2015		400000.00	.00	00507
BA	GM	01	8/11/2015		.00	400000.00	00436 BUD
BA	GM	01	8/11/2015		.00	-400000.00	00435 BUD

Print
 Cancel
 Exit
 Previous acc...
 Next account
 2015
 2017
 Account activ...
 Pending trans...
 Subset transa...
 Budget alloca...

End of records reached

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER McGriff, Seibels & Williams of Oregon		INSURED MV Transportation, Inc. and subsidiaries	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 01/19/2016	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

CRIME
Insurance Company: Federal Insurance Company
Policy #: 6804-6576
Policy Period: 03/31/2015 - 05/30/2016
Limit (Per Claim): Employee Theft - \$1,000,000



CARSON CITY, NEVADA
CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

March 9, 2015

Patrick Pittenger, AICP, PTP
Transportation Manager
Carson City Public Works
3505 Butti Way
Carson City, NV 89701

RE: Letter of Support for Carson City Regional Transportation Commission's application to the Aging and Disability Services Division (ADSD) Transportation grant program.

Dear Mr. Pittenger:

This letter is to inform you that Carson City Health and Human Services fully supports the Carson City Regional Transportation Commission's application to the Nevada Aging and Disability Services Division for a transportation grant.

It is understood that any funds awarded as a result of submittal of the application will be used to continue the Senior Bus Pass Program which provides free transportation on Jump Around Carson, Carson City's public transit system, for an entire fiscal year. Last fiscal year, over 70,000 free rides were provided to seniors on JAC bus routes as a result of the program. These funds go a long way in supporting the health and independence of seniors in our community.

As an agency concerned with supporting individuals who are in need, we are pleased to coordinate with, and provide support to the Carson City Regional Transportation Commission in order to plan and implement service options for those individuals.

Sincerely,

Nicki Aaker, Director
Carson City Health and Human Services

Carson City Health & Human Services

900 East Long Street • Carson City, Nevada 89706 • (775) 887-2190 • Hearing Impaired-Use 711

Clinical Services (775) 887-2195 Fax: (775) 887-2192	Public Health Preparedness (775) 887-2190 Fax: (775) 887-2248	Human Services (775) 887-2110 Fax: (775) 887-2539	Disease Control & Prevention (775) 887-2190 Fax: (775) 887-2248	Chronic Disease Prevention & Health Promotion (775) 887-2190 Fax: (775) 887-2248
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STAFF REPORT

Report To: The Carson City Regional Transportation Commission (RTC)

Meeting Date: July 13, 2016

Staff Contact: Patrick Pittenger, Transportation Manager

Agenda Title: (Information only) TRAFCC Meeting update for meeting held on Thursday, June 23, 2016.

Staff Summary: To provide RTC and the public information about the TRAFCC Meeting held on Thursday, 23, 2016. A record of this meeting is available on the Carson City website under the Meetings Agendas and Recordings page.

Agenda Action: Other/Presentation

Time Requested: 5 minutes

Proposed Motion - N/A

Background/Issues & Analysis

TRAFCC was established as an advisory group to act as a forum to educate the public regarding transportation projects in Carson City and prioritization of available funds. The first meeting included an introductory welcome from Mayor Bob Crowell, an outline of meeting policies by Daniel Yu from the District Attorney's office, and an overview of goals and expectations of the group as well as a presentation by Patrick Pittenger, Transportation Manager. The presentation summarized current funding available and how it is used for transportation projects in the City. The meeting was concluded with a question and answers dialogue between TRAFCC members and Carson City Staff. Next meeting will be held on July 28, 2016.

Applicable Statute, Code, Policy, Rule or Regulation - N/A

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: N/A

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: N/A

Alternatives - N/A

Supporting Material - N/A



**Carson City Regional Transportation Commission
Item for Commission Information**

RTC Meeting Date: July 13, 2016
To: Regional Transportation Commission
From: Curtis Horton, Public Works Operations Chief
Date Prepared: June 28, 2016
Subject Title: Street Operations Activity Report.
Staff Summary: Monthly Status Report for the Commission’s Information

**Carson City Public Works, Street Operations Division
Status Report to RTC: Activities of May 2016**

Street Repair and Maintenance

ACTIVITES	COMMENTS
Slurry Seal Operation	N/A
Overlay Operation	N/A
Crack Seal Operation	780 blocks applied
Street Patching Operation	22 tons of asphalt installed
Pot Hole Repairs	19

Tree Care and Maintenance

ACTIVITES	COMMENTS
Tree Pruning Operations	Crown cleaning performed in twenty-three trees.
Tree Removal	N/A
Tree Care Chemical Treatment	N/A
Tree Work for Other Departments	N/A
Weed Abatement Chemical sprayed	1,583 gallons of herbicide applied throughout the City’s right of way.

Concrete Repair and Maintenance

ACTIVITES	COMMENTS
Concrete Total Yards Poured	27.25
Curb & Gutter Linear Feet	52
Sidewalk & Flat Work Sq/Ft	1,198
Wheel Chair Ramps	0

Grading and Shoulder Maintenance

ACTIVITES	COMMENTS
Dirt Road Work/Misc	<ul style="list-style-type: none"> Removed 100 yards of sagebrush along the edge of the roadway on Bennett and Gentry Ln. Extended Elymus St 150' feet with grindings; grade and compact. Removed 50 yards of sagebrush from the right of way on Jefferson St.
Shoulder Work on Asphalt Roads	N/A
Debris cleaned up	150 yards

Storm Water

ACTIVITES	COMMENTS
Sediment removed from ditches	28 yards
Linear feet of pipe hydro flushed	600 feet and 8.5 yards of debris removed
Number of Drainage Inlets Cleaned	836 drains and 24.5 yards of debris picked up.
Total sediment removed from system	178 yards

Sweeper Operations

ACTIVITES	COMMENTS
Curb Miles Swept	574.8
Yards of Material Picked Up	359.5 Yards
City Parking Lots Swept	N/A

Trucking Bins

ACTIVITES	COMMENTS
Bins Hauled for WWTP	16
Bins Hauled for Sweeping Operation	42
Bins Hauled for Other Operations	1 Metal bins
Transport Equipment for other Departments	N/A

Banner and Decorations Activities

ACTIVITES	COMMENTS
Remove Banner Carson Street	4
Install Banner Carson Street	4
Change out Side Banners	N/A
Install Christmas Decorations	N/A
Remove Christmas Decorations	N/A

Signs and Markings

ACTIVITES	COMMENTS
Signs Made	14
Signs Replaced	18
Sign Post Replaced	6
Signs Replaced due to Graffiti Damage	1
Delineators Replaced or Repaired	22
Cross Walks Painted	93
Stop Bars Painted	122
Yield Bars Painted	43
Right Arrows Painted	20
Left Arrows Painted	75
Straight Arrows Painted	2
Stop (word)	0
Only (word)	24
Bike Symbol & Arrow	0
Parking lot striping	N/A

Storm Events

ACTIVITES	COMMENTS
Snow and Ice Control	<ul style="list-style-type: none"> N/A
Rain Event/Flood Control	Two Rain events <ul style="list-style-type: none"> 836 drains cleared and 24.5 yards of material removed.



Carson City Regional Transportation Commission Request for Commission Action

RTC Meeting Date: June 8, 2016

Time Requested: 15 Minutes

To: Regional Transportation Commission

From: Danny Rotter, City Engineer

Date Prepared: May 31, 2016

Subject Title: Project Status Report

Staff Summary: Monthly Status Report for the Commission's Information

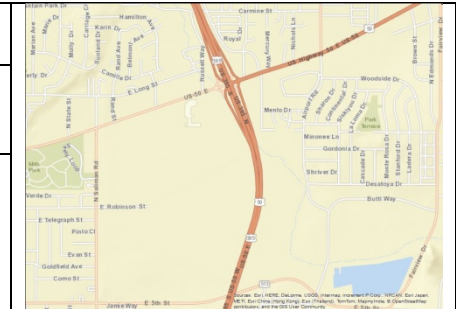
List of Projects

- Carson City Freeway Multi-Use Path
- Wide Crack Repair Project
- Empire Area ADA Sidewalk Improvements
- Flashing Yellow Arrow Intersection Improvement Project
- Airport Road Reconstruction
- College Parkway/Research Way Intersection Improvements (Public/Private Partnership)
- City Wide Patching Project
- Goni Road/Convair Drive (Public/Private Partnership)
- Appion Way
- Lompa Lane and Curry Street Cape and Slurry Seal
- Fifth Street loop at Riverview Park
- Traffic Line Markings (Long Line)



Carson City, Nevada Project Description Report

Project Name:	Carson City Freeway Multi-Use Path	
Department Responsible:	Public Works	
Project Description:	The project consists of the construction of approximately 7,860 lineal feet of multi-use pathway, including drainage systems, fencing, erosion control, re-vegetation and related improvements.	
Justification:	This project will extend the existing path further south along the freeway corridor establishing a connection between the existing path at Northridge Drive and the Linear Park Path to the south.	
Project Location:	East and west of I-580 (Carson City Freeway) from Northridge Drive south to US Highway 50, then east of I-580 to East Fifth Street.	Project No: 011501
Total Estimated Cost:	\$684,000	Project to Date Cost: \$39,596

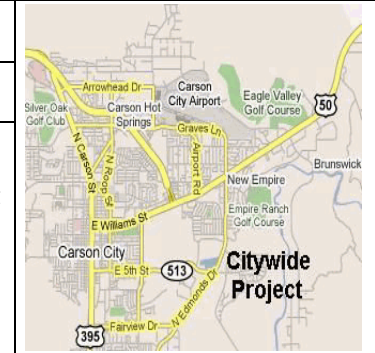


Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
250	RTC	\$0	\$0	\$684,000
Status: At 60% design, working with NDOT on temporary construction easements and power relocation.				



Carson City, Nevada Project Description Report

Project Name:	Wide Crack Repair Project	
Department Responsible:	Public Works	
Project Description:	The project consists of the repair of wide cracks throughout the city. A contractor will fill the cracks with an asphalt mix and City crews will seal the new asphalt. Known cracks to be repaired will be identified by City staff as well as those identified by residents' concerns that meet the criteria.	
Justification:	The Board of Supervisors approved the transfer of funds from the general fund to the streets fund specifically for the repair of large cracks throughout the city and as means to directly respond and address the concerns of residents.	
Project Location:	Citywide.	Project No:
Total Estimated Cost:	\$250,000	Project to Date Cost: \$202,000

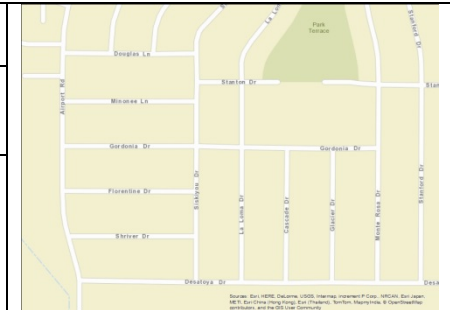


Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
256	STREET MAINTENANCE	\$0	\$0	\$250,000
<p>Status: Project awarded on 11/17/2015, work began on April 11th, work has been completed on Arrowhead Drive, Emerson Drive, Jefferson Drive area, and Northridge Drive. Current work is being completed on Silver Oak Drive area South Carson Street area. The project is set to be completed within the next 2-3 weeks.</p>				



Carson City, Nevada Project Description Report

Project Name:	Empire Area ADA Sidewalk Improvements	
Department Responsible:	Public Works	
Project Description:	The project consists of the reconstruction of sidewalk and the construction ADA-compliant curb ramps on Monte Rosa Drive between Woodside Drive and Stanton Drive as well as curb ramps along Siskiyou Drive.	
Justification:	This project will enhance the connectivity of ADA-compliant sidewalk network in the vicinity of Empire Elementary School and the surrounding neighborhood. This project is being implemented with a combination Community Development Block Grant (CDBG) funds, which are 100% reimbursable, and Federal Transit Administration (FTA) funds. The CDBG funds will be used to provide the minimum 20% match for the FTA funds, which are 80% reimbursable.	
Project Location:	Monte Rosa Drive between Woodside Drive and Stanton Drive and Siskiyou Drive between Stanton Drive and Shriver Drive.	Project No:
Total Estimated Cost:	\$265,000	Project to Date Cost: \$200,000



Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
250	RTC	\$0	\$0	\$265,000
Status: The project is complete with punch list items remaining.				



Carson City, Nevada Project Description Report

Project Name:	Flashing Yellow Arrow Intersection Improvement Project		
Department Responsible:	Public Works		
Project Description:	The project consists of the installation of flashing yellow arrows and other traffic signal modifications as well as the construction ADA-compliant curb ramps at the intersections of Winnie Lane and Carson Street and Roop Street and Robinson Street.		
Justification:	This project will enhance the safety and efficiency of traffic operations as well as provide for ADA-compliant sidewalks and curb ramps at the project intersections. This project is being implemented with Highway Safety Improvement (HSIP) funds.		
Project Location:	The intersection of Winnie Lane and Carson Street	Project No: 031502	
Total Estimated Cost:	\$500,000	Project to Date Cost: \$82,500	

Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-17
250	RTC			\$500,000
Status: Bids will be open on July 7th. The project has been re-advertised to include work at the intersections of Winnie and Carson and at the intersection of Roop and Robinson.				



Carson City, Nevada Project Description Report

Project Name:	Airport Road Reconstruction		
Department Responsible:	Public Works		
Project Description:	The project consists of the reconstruction of Airport Road from approximately 90 feet south of US Highway 50 to Woodside Drive as well as the construction of all ADA-compliant infrastructure within the project area.		
Justification:	The condition of this section of roadway is in need of repair beyond that of routine maintenance. Roadway reconstruction projects require improvements to meet ADA requirements. This project is being implemented with RTC funds.		
Project Location:	Airport Road from approximately 90 feet south of US Highway 50 to Woodside Drive.	Project No: ST0008	
Total Estimated Cost:	\$200,000	Project to Date Cost: \$16,000	

Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-17
256	Street Maintenance		\$200,000	
Status: Design Complete, bids received in May with a contract to be presented to the July RTC and construction to begin in August.				




Carson City, Nevada Project Description Report

Project Name:	College Parkway/Research Way Intersection Improvements		
Department Responsible:	Public/Private partnership between Public Works and the developer of the Maverik Gas Station Extension		
Project Description:	The project consists of the installation of a traffic signal at the intersection of College Parkway and Research Way.		
Justification:	This project will significantly improve the safety and operations of the currently unsignalized intersection of College Parkway and Research Way. The level of traffic at this intersection has continued to increase with the opening of the College Parkway interchange with the Carson City Freeway and ensuing development on Research Way and its vicinity. The City will be responsible for half of the cost and the developer (Maverik) will fund the other half. Public Works staff will be designing the project.		
Project Location:	The intersection of College Parkway and Research Way.	Project No: 031601	
Total Estimated Cost:	\$475,000 (Developer responsible for 50% of construction cost)	Project to Date Cost: \$3,400	

Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-17
250	RTC		\$475,000	
Status: Bids opened and were handed off to Maverick for construction.				



Carson City, Nevada Project Description Report

Project Name:	City Wide Patching			
Department Responsible:	Public Works			
Project Description:	Repair existing asphalt in locations throughout the City			
Justification:	Poor roadway conditions			
Project Location:	Throughout the City		Project No: ST010	
Total Estimated Cost:	\$265,000		Project to Date Cost: \$5,000	
Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-17
256	Street Maintenance		\$265,000	
Status: The project was awarded to Vega Asphalt and is to begin first week of July and continue through August.				




Carson City, Nevada Project Description Report

Project Name:	Goni Road / Convair Drive		
Department Responsible:	Public Works		
Project Description:	Reconstruction of Goni Road		
Justification:	The condition of this section of roadway is in need of repair beyond that of routine maintenance.		
Project Location:	Goni Road, between Boeing Way and Kelvin Road Convair Drive, between Arrowhead Drive and Boeing Way	Project No: 031605	
Total Estimated Cost:	Public/Private Partnership \$575,000 (Approximately \$125,000 to be contributed by Cinderlite)		Project to Date Cost: \$30,000

Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-17
250	RTC	\$		\$700,000
Status: The project has been awarded and construction is set to begin in August.				



Carson City, Nevada Project Description Report

Project Name:	Appion Way		
Department Responsible:	Public Works		
Project Description:	Reconstruction of Appion Way		
Justification:	The condition of this section of roadway is in need of repair beyond that of routine maintenance. Roadway reconstruction projects require improvements to meet ADA requirements.		
Project Location:	Appion Way, between Snyder Avenue and Bigelow Drive	Project No: 31607	
Total Estimated Cost:	\$500,000	Project to Date Cost: \$12,000	

Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-17
250	RTC	\$		\$500,000
Status: Opened bids on June 15th, Cruz Construction is being recommended for award of contract on July 13 th per the RTC meeting.				

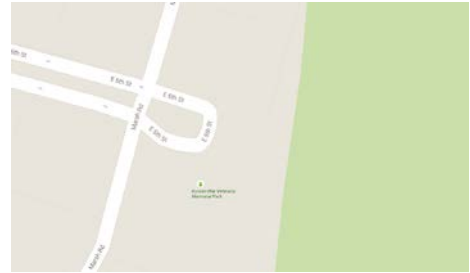


Carson City, Nevada Project Description Report

Project Name:		Lompa Lane and Curry Street Cape and Slurry Seal		
Department Responsible:		Public Works		
Project Description:		Applies a chip and slurry seal to roadway area. The project involves the use of 33,000 square yards of material.		
Justification:		The preventative maintenance will improve the current roadway condition and extend the life the roadway		
Project Location:		Loma Lane, between College Parkway and Carmine Street Curry Street, between Rhodes Street and Tenth Street	Project No: ST0011	
Total Estimated Cost:		\$175,000	Project to Date Cost: \$150,000	
Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-17
256	Street Maintenance		\$175,000	
Status: The project has been completed with closeout items remaining.				



Carson City, Nevada Project Description Report

Project Name:	Fifth Street Loop at Riverview Park		
Department Responsible:	Public Works		
Project Description:	Road and sidewalk improvements, includes two handicap spaces		
Justification:	Drainage has deteriorated existing road, improvements will improve drainage and will provide ADA compliant sidewalks		
Project Location:	Fifth Street Loop, east of Marsh Road	Project No: ST0012	
Total Estimated Cost:	\$86,000	Project to Date Cost: \$ 30,000	

Source of Funding				
Fund No	Fund Name	FY 2014-15	FY 2015-16	FY 2016-17
256	Street Maintenance	\$0	\$110,000	\$0
Status: The project began in mid-June and should be completed within the next 3-4 weeks.				



Carson City, Nevada Project Description Report

Project Name:	Traffic Line Markings (Long Line)			
Department Responsible:	Public Works			
Project Description:	Paint traffic line markings.			
Justification:	Safety of motoring/cycling public.			
Project Location:	Citywide	Project No: 3.0805		
Total Estimated Cost:	\$120,000 (annually)	Project to Date Cost: \$141,691		
Source of Funding				
Fund No	Fund Name	FY 2013-14	FY 2014-15	FY 2015-16
256	Street Maintenance	\$119,760	\$173,000	\$141,691
Status: Annual project.				