



NOTICE OF MEETING OF THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO)

Day: Wednesday
Date: December 13, 2023
Time: 4:30 pm
Location: Community Center, Robert “Bob” Crowell Board Room
851 East William Street
Carson City, Nevada

AGENDA

NOTICE TO PUBLIC:

Members of the public who wish to view the meeting may watch the livestream of the CAMPO meeting at www.carson.org/granicus and by clicking on “In progress” next to the meeting date, or by tuning in to cable channel 191. Livestream of the meeting is provided solely as a courtesy and convenience to the public. Carson City does not give any assurance or guarantee that the livestream or cable channel access will be reliable. Although all reasonable efforts will be made to provide livestream, unanticipated technical difficulties beyond the control of City staff may delay, interrupt, or render unavailable continuous livestream capability.

The public may provide public comment in advance of a meeting by written submission to the following email address: cmartinovich@carson.org. For inclusion or reference in the minutes of the meeting, your public comment must include your full name and be submitted via email by not later than 3:00 p.m. the day before the meeting. Public comment during a meeting is limited to three minutes for each speaker.

1. **Call to Order – Carson Area Metropolitan Planning Organization (CAMPO)**
2. **Roll Call**
3. **Public Comment:****
The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of this public body.
4. **For Possible Action: Approval of Minutes – October 11, 2023**
 - 4.A Minutes for October 11, 2023
5. **Public Meeting Item(s):**
 - 5.A For Possible Action – Discussion and possible action regarding Contract No. 24300222 (“Contract”) for CDM Smith Inc. (“CDM Smith”) to complete the Zero-Emission Transition Plan (“Plan”) for a total not to exceed amount of \$191,923.44.

Staff Summary: The Plan will evaluate opportunities and constraints for future low- or no-emission transit vehicle and infrastructure projects, as required by the Federal Transit Administration (“FTA”). The Plan will also include a review of regional policies, an identification of workforce training needs, decarbonization transition strategies, and stakeholder outreach. CDM Smith is anticipated to complete the Plan by December 31, 2024.

5.B For Discussion Only – Discussion and presentation regarding the Carson Area Metropolitan Planning Organization’s (“CAMPO”) Annual Federal Obligation Report (“Report”), which lists projects to which federal transportation funds were obligated during Federal Fiscal Year (“FFY”) 2023.

Staff Summary: The Report identifies projects listed in CAMPO’s Transportation Improvement Program (“TIP”) for which federal funds received from the Federal Highway Administration (“FHWA”) or the Federal Transit Administration (“FTA”) were obligated during FFY 2023.

5.C For Possible Action – Discussion and possible action regarding certification of the Public Transportation Agency Safety Plan (“PTASP”) and Federal Fiscal Year (“FFY”) 2024 Safety Performance Targets for the Jump Around Carson (“JAC”) Transit System.

Staff Summary: As an operator of a public transportation system that receives Section 5307 Federal Transit Administration (“FTA”) grant funds, JAC Transit is required to comply with the PTASP Final Rule (49 CFR Part 673) to maintain eligibility to receive federal transit funds. CAMPO, as a direct recipient of these funds for JAC Transit, is required to annually review and certify that the PTASP is in place, as well as provide the Nevada Department of Transportation safety performance targets to be integrated into CAMPO’s long-range planning process.

6. Non-Action Items:

6.A Transportation Manager’s Report

6.B Other comments and reports

This item may include future agenda items, status review of additional projects, internal communications and administrative matters, correspondence to CAMPO, and additional status reports and comments from CAMPO members or staff.

7. Public Comment:**

The public is invited at this time to comment on any matter that is not specifically included on the agenda as an action item. No action may be taken on a matter raised under this item of the agenda.

8. For Possible Action: To Adjourn

PUBLIC COMMENT LIMITATIONS – The CAMPO will provide at least two public comment periods in compliance with the minimum requirements of the Open Meeting Law prior to adjournment. No action may be taken on a matter raised under public comment unless the item has been specifically included on the agenda as an item upon which action may be taken. **Public comment will be limited to three minutes per speaker to facilitate the efficient conduct of a meeting and to provide reasonable opportunity for comment from all members of the public who wish to speak. Testimony from a person who is directly involved with an item, such as City staff, an applicant or a party to an administrative hearing or appeal, is not considered public comment and would not be subject to a three-minute time limitation.

Agenda Management Notice - Items on the agenda may be taken out of order; the public body may combine two or more agenda items for consideration; and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Titles of agenda items are intended to identify specific matters. If you desire detailed information concerning any subject matter itemized within this agenda, including copies of the supporting material regarding any of the items listed on the agenda, please contact Christopher Martinovich, Transportation Manager, in writing at 3505 Butti Way, Carson City, Nevada, 89701 or at cmartinovich@carson.org, or by phone at (775) 887-2355. You are encouraged to attend this meeting and participate by commenting on any agenda item.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify CAMPO staff in writing at 3505 Butti Way, Carson City, Nevada, 89701 or at cmartinovich@carson.org, or by calling Christopher Martinovich at (775) 887-2355 at least 24 hours in advance of the meeting.

This agenda and backup information are available on the City's website at www.carson.org/agendas and at the office for Carson City Public Works - 3505 Butti Way, Carson City, Nevada, 89701 (775) 887-2355.

This notice has been posted at the following locations:

Carson City Public Works, 3505 Butti Way
Community Center, 851 East William Street
City Hall, 201 North Carson Street
Carson City Library, 900 North Roop Street
Community Development Permit Center, 108 East Proctor Street
Douglas County Executive Offices, 1594 Esmeralda Avenue, Minden
Lyon County Manager's Office, 27 South Main Street, Yerington
Lyon County Utilities, 34 Lakes Blvd, Dayton
Nevada Department of Transportation, 1263 S. Stewart Street, Carson City
www.carson.org/agendas
<http://notice.nv.gov>

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A regular meeting of the Carson Area Metropolitan Planning Organization (CAMPO) was scheduled for 4:30 p.m. on Wednesday, October 11, 2023, in the Community Center, Robert “Bob” Crowell Boardroom, 851 East William Street, Carson City, Nevada.

PRESENT: Chairperson Lori Bagwell
 Vice Chairperson Gregory Novak
 Member Robert “Jim” Dodson
 Member Jon Erb
 Member Wes Henderson
 Member Lucia Maloney
 Member Lisa Schuette
 Ex-Officio Member Sondra Rosenberg

STAFF: Darren Schulz, Public Works Director
 Chris Martinovich, Transportation Manager
 Adam Tully, Deputy District Attorney
 Kelly Norman, Senior Transportation Planner/Analyst
 Scott Bohemier, Transportation Planner/Analyst
 Tamar Warren, Senior Deputy Clerk

NOTE: A recording of these proceedings, the CAMPO’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. All approved minutes are posted on <https://www.carson.org/minutes>.

1. CALL TO ORDER – CARSON AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO)

(4:29:35) – Chairperson Bagwell called the meeting to order at 4:29 p.m.

2. ROLL CALL

(4:29:40) – Roll was called, and a quorum was present.

3. PUBLIC COMMENT

(4:29:50) – Chairperson Bagwell entertained public comments; however, none were forthcoming.

4. FOR POSSIBLE ACTION: APPROVAL OF MINUTES – SEPTEMBER 13, 2023

(4:29:54) – Chairperson Bagwell introduced the item and entertained corrections, comments, or a motion.

(4:30:04) – Member Maloney moved to approve the minutes of the CAMPO September 13, 2023 meeting as presented. The motion was seconded by Member Dodson and carried 7-0-0.

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5. PUBLIC MEETING ITEM(S):

5-A FOR DISCUSSION ONLY – DISCUSSION AND PRESENTATION REGARDING THE 2023 TRANSPORTATION NETWORK MONITORING REPORT (“REPORT”).

(4:30:23) – Chairperson Bagwell introduced the item. Ms. Norman presented a draft of the 2023 Transportation Network Monitoring Report which is incorporated into the record and responded to clarifying questions. Vice Chair Novak recommended having more detailed information regarding highway fatalities. Member Schuette appreciated the acknowledgment that “the long-term increases in housing unit occupancy can result in local zoning ordinances, policy changes to encourage higher densities, which over time can lead to more pedestrian, bicycle, and transit trips.” She also complimented Staff for their outreach efforts. Chairperson Bagwell provided background on Carson City Complete Streets and noted, “we’re working so hard and yet the number went in the wrong direction.” Mr. Martinovich highlighted completed projects in the City, explaining that new and future projects would provide more safety enhancements. Ex-Officio Member Rosenberg elaborated on the trends, noting “People take time to change their behaviors,” and highlighted the fact that drivers hadn’t changed their behaviors that were developed during the pandemic. She stated that both local and State funding had not kept up with the demand. Member Henderson noted that he would share this report with Lyon County and noted the County’s willingness to meet with the Nevada Department of Transportation regarding “Highway 50 issues.” This item was not agendized for action.

5-B FOR POSSIBLE ACTION – DISCUSSION AND POSSIBLE ACTION REGARDING PROPOSED PERFORMANCE TARGETS FOR FEDERAL FISCAL YEAR (“FFY”) 2024 FOR CAPITAL ASSETS FUNDED BY THE CARSON AREA METROPOLITAN PLANNING ORGANIZATION (“CAMPO”) AND USED TO PROVIDE PUBLIC TRANSIT SERVICES, AS REQUIRED BY THE FEDERAL TRANSIT ADMINISTRATION (“FTA”).

(5:11:20) – Chairperson Bagwell introduced the item. Member Schuette read into the record a prepared disclosure statement, advised of no disqualifying conflict of interest, and stated that she would participate in discussion and action. Mr. Martinovich gave background and reviewed a PowerPoint presentation, CAMPO Transit Asset Management - Targets FFY 2024, incorporated into the record. There were no member or public comments. Chairperson Bagwell entertained a motion.

(5:14:25) – Vice Chair Novak moved to approve the Federal Fiscal Year 2024 performance targets as presented. The motion was seconded by Member Schuette and carried 7-0-0.

6. NON-ACTION ITEMS

6-A TRANSPORTATION MANAGER’S REPORT

(5:14:46) – Mr. Martinovich welcomed two new hires: Jared Cragun, Transportation Planner/Analyst and Dan Kelsey, Transit Coordinator, on the CAMPO team. He also provided an update to the Highway 50 East Carson Corridor project which, he noted, “was just getting kicked off” and was in the data collection phase. Mr. Martinovich explained that NDOT was leading the Southern Sierra Corridor Study along US

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395, beginning at Clearview Drive and ending at the California-Nevada State Line, with a public meeting scheduled for November 6, 2023, in the Community Center. He also provided an update on a workshop on the Local Road Safety Plan with key stakeholders.

6-B OTHER COMMENTS AND REPORTS, WHICH COULD INCLUDE:

- **FUTURE AGENDA ITEMS**
- **STATUS REVIEW OF ADDITIONAL PROJECTS**
- **INTERNAL COMMUNICATIONS AND ADMINISTRATIVE MATTERS**
- **CORRESPONDENCE TO CAMPO**
- **ADDITIONAL STATUS REPORTS AND COMMENTS FROM CAMPO**
- **ADDITIONAL STAFF COMMENTS AND STATUS REPORTS**

7. PUBLIC COMMENT

(5:17:33) – Chairperson Bagwell entertained final public comments; however, none were forthcoming.

8. FOR POSSIBLE ACTION: TO ADJOURN

(5:17:44) – Chairperson Bagwell adjourned the meeting at 5:17 p.m.

The Minutes of the October 11, 2023, Carson Area Metropolitan Planning Organization meeting are so approved on this 13th day of December, 2023.

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STAFF REPORT

Report To: The Carson Area Metropolitan Planning Organization (CAMPO)

Meeting Date: December 13, 2023

Staff Contact: Chris Martinovich, Transportation Manager

Agenda Title: For Possible Action – Discussion and possible action regarding Contract No. 24300222 (“Contract”) for CDM Smith Inc. (“CDM Smith”) to complete the Zero-Emission Transition Plan (“Plan”) for a total not to exceed amount of \$191,923.44.

Staff Summary: The Plan will evaluate opportunities and constraints for future low- or no-emission transit vehicle and infrastructure projects, as required by the Federal Transit Administration (“FTA”). The Plan will also include a review of regional policies, an identification of workforce training needs, decarbonization transition strategies, and stakeholder outreach. CDM Smith is anticipated to complete the Plan by December 31, 2024.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve the Contract, as presented.

Previous Action

July 12, 2023 (Item 5-F) – The Carson Area Metropolitan Planning Organization (“CAMPO”) approved a grant agreement with NV Energy in the amount of \$225,000 to complete the Plan.

Background/Issues & Analysis

The FTA requires the development of a Plan in order for transit agencies to be eligible for project funds related to low- or no- emission vehicles, and related infrastructure, through the Bus and Bus Facilities Competitive Grant Program under FTA Sections 5339(b) and 5339(c). The Plan will review potential concepts and opportunities to maximize future NV Energy funding as well as other federal grants. The Plan will also evaluate opportunities to partner with stakeholders and neighboring transit operators for the development of a region-wide transit electrification network. This includes electrical infrastructure planning for existing or future routes between Carson City and Washoe County (RTC Intercity), Lyon County, Douglas County (DART), and the Tahoe Basin (TTD). Additionally, the Plan will examine how operating and maintaining low- or no-emission vehicles and related infrastructure will impact CAMPO and Jump Around Carson’s administration, maintenance facilities, and workforce.

Funding for the Plan has been provided to CAMPO through an agreement with NV Energy as part of its Economic Recovery Transportation Electrification Plan (“ERTEP”), a nearly \$100 million program to expand electric vehicle charging stations and infrastructure access across NV Energy’s service area. CAMPO was awarded \$225,000 in ERTEP funding for the Plan on April 5, 2023, and CAMPO executed an agreement with NV Energy on July 12, 2023.

A Request for Qualifications for the Plan was published in the Reno Gazette Journal and on Carson City’s website on July 25, 2023. Eight proposals were received. The Review and Selection Committee selected CDM Smith to recommend to CAMPO. The Study will be managed by CAMPO staff, and CDM Smith will be completing the associated Plan tasks, which are anticipated to be completed by December 31, 2024.

Applicable Statute, Code, Policy, Rule or Regulation

23 CFR 450.308; NRS Ch. 332; June 18, 2020, Interlocal Cooperative Agreement between the Carson City Board of Supervisors, the Carson City Regional Transportation Commission, and CAMPO.

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number: Project # G302623002, CAMPO Fund, CAMPO Grants expense account / 2453028-501210.

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: Project # G302623002. The cost for completion of the Plan is covered 100% through an agreement with NV Energy. The amount of \$225,000 has been received by CAMPO and has been added to Project # G302623002. No local match is required for these funds.

Alternatives

Do not approve the Contract and provide alternative direction to staff.

Supporting Material

- Exhibit-1: Contract No. 24300222
- Exhibit-2: NV Energy Transit Electrification Grant Program Agreement

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 24300222

Title: CAMPO Zero-Emission Transition Plan

THIS CONTRACT is made and entered into this 13th day of December 2023, by and between the Carson Area Metropolitan Planning Organization for Carson City, hereinafter referred to as "CITY", and CDM Smith, Inc., hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and 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 is for consulting services from one or more licensed architects, engineers and/or land surveyors; and

WHEREAS, this Contract (does involve) (does not involve) a "public work" construction project, which pursuant to NRS 338.010(18) 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, CONSULTANT'S compensation under this agreement (does) (does not) utilize in whole or in part money derived from one or more federal grant funding source(s), however **CONSULTANT** shall comply with the terms set forth in **Exhibit B**; and

WHEREAS, it is deemed necessary that the services of **CONSULTANT** for **CONTRACT No. 24300222** (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 Area Metropolitan Planning Organization, all required documents are received and signed by all parties.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **CONSULTANT** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONSULTANT** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

For P&C Use Only	
CCBL expires	_____
GL expires	_____
AL expires	_____
PL expires	_____
WC expires	_____

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2.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONSULTANT** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONSULTANT** to **CITY**.

2.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of services by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the SERVICES required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 Special Terms and Conditions for Engineers, Architects, and Land Surveying/Testing:

2.7.1 *Use of **CONSULTANT'S** Drawings, Specifications and Other Documents:*

2.7.1.1 The drawings, specifications and other documents prepared by **CONSULTANT** for this Contract are instruments of **CONSULTANT'S** service for use solely with respect to this Contract and, unless otherwise provided, **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

2.7.2 *Cost Accounting and Audits:*

2.7.2.1 If required by **CITY**, **CONSULTANT** agrees to make available to **CITY** for three (3) years after the completion of the SERVICES under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **CITY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the SERVICES performed under this Contract.

2.7.3 *If Land Surveying or Testing SERVICES are provided to a Public Work Project involving actual Construction (not solely design work):*

2.7.3.1 DAVIS-BACON & RELATED ACTS 29 CFR PARTS 1,3,5,6,&7 AND NRS 338.070(5): **CONSULTANT** shall comply with Davis-Bacon Act and NRS 338.070(5). **CONSULTANT** and each covered contractor or subcontractor must provide a weekly statement of wages paid to each of its employees engaged in covered SERVICES. The statement shall be executed by **CONSULTANT** or subcontractor or by an authorized

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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Title: CAMPO Zero-Emission Transition Plan

officer or employee of **CONSULTANT** or subcontractor who supervised the payment of wages and shall be on the "Statement of Compliance" form. **CONSULTANT** 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 of this statute must be open at all reasonable hours to the inspection of the public body (the **CITY'S** representative) awarding the contract. The **CONSULTANT** 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.**

2.7.3.2 FEDERAL FUNDING: In the event federal funds are used for payment of all or part of this Contract, **CONSULTANT** 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.

2.7.3.3 CERTIFIED PAYROLLS FOR DAVIS-BACON AND PREVAILING WAGE PROJECTS: 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 SERVICES. Should a classification be missing from the Davis-Bacon rates the **CONSULTANT** 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 **CONSULTANT**. **CONSULTANT** shall ensure that a copy of **CONSULTANT'S** and subcontractor's certified payrolls for each calendar week are received by **CITY**.

2.7.3.3.1 Per NRS 338.070(5) a **CONSULTANT** 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 consultant 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

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(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 consultant 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.

2.7.3.3.2 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. **CONSULTANT**, 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.

2.7.3.3.3 Pursuant to NRS 338.060 and 338.070, **CONSULTANT** 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 **CONSULTANT** or any subcontractor under him/her, or is not reported to **CITY** as required by NRS 338.070.

2.7.3.4 **FAIR EMPLOYMENT PRACTICES:** Pursuant to NRS 338.125, Fair Employment Practices, the following provisions must be included in any contract between **CONSULTANT** and a public body such as **CITY**:

2.7.3.4.1 *In connection with the performance of work or SERVICES under this Contract, CONSULTANT 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.*

2.7.3.4.2 **CONSULTANT** further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

2.7.3.5 **PREFERENTIAL EMPLOYMENT:** 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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citizens of the State of Nevada.

2.7.3.5.1 In connection with the performance of SERVICES under this Contract, **CONSULTANT** 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 **CONSULTANT** 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.

2.7.4 If the CITY was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONSULTANT** provides a written certification that the **CONSULTANT** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONSULTANT** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONSULTANT's** non-compliance with this Section.

2.8 CITY Responsibilities:

2.8.1 **CITY** shall make available to **CONSULTANT** all technical data that is in **CITY'S** possession, reasonably required by **CONSULTANT** relating to the SERVICES.

2.8.2 **CITY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the SERVICES.

2.8.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

2.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 The term of this Contract begins on December 13, 2023, subject to Carson Area Metropolitan Planning Organization approval (anticipated to be December 13, 2023) and ends on December 31, 2024, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its 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

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

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addressed to the other party at the address specified below.

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

Bill Hurrell, PE, Principal
CDM Smith, Inc.
220 Montgomery Street, Suite 1418
San Francisco, CA 94104
415-653-3317
hurrellWE@cdmsmith.com

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

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing and Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONSULTANT** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONSULTANT** the Contract's compensation based upon Time and Materials and the Scope of Work Fee Schedule for a not to exceed maximum amount of One Hundred Ninety One Thousand Nine Hundred Twenty Three Dollars and 44/100 (\$191,923.44), and hereinafter referred to as "Contract Sum".

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** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

5.4 Payment by **CITY** for the SERVICES rendered by **CONSULTANT** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the later date.

5.5 **CITY** does not agree to reimburse **CONSULTANT** 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 **CONSULTANT** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a

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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 **CONSULTANT**.

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 **CONSULTANT** 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. **CONSULTANT** 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 subconsultant to make claims against **CONSULTANT** for damages due to breach of contract, of lost profit on items of SERVICES not performed or of 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 **CONSULTANT** 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:

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

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7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONSULTANT'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 **CONSULTANT**, or any agent or representative of **CONSULTANT**, 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 **CONSULTANT** 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** (Winding Up Affairs Upon Termination) 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 **CONSULTANT** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONSULTANT** 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 **CONSULTANT** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance **Section 19** (CITY OWNERSHIP OF PROPRIETARY INFORMATION).

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

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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 **CONSULTANT** 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 **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'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.

11.2 As required by NRS 338.155, if this Contract involves a "public work" construction project as defined above, **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorney's fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the Contract. 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. However, with respect to any anticipated benefits to **CITY** resulting from the Scope of Work, **CONSULTANT** shall not be responsible or liable to **CITY** for any warranties, guarantees, fitness for a particular purpose or loss of anticipated profits resulting from any termination of this Contract. Additionally, **CONSULTANT** shall not be responsible for acts and decisions of third parties, including governmental agencies, other than **CONSULTANT'S** subcontractors, that impact project completion and/or success.

11.3 Except as otherwise provided in Subsection 11.5 below, the indemnifying party shall not be

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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:

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

11.3.2 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.

11.4 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.

11.5 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 **CONSULTANT**, 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 **CONSULTANT** 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. **CONSULTANT** 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 **CONSULTANT** or any other party.

12.4 **CONSULTANT**, 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, **CONSULTANT'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 **CONSULTANT** 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 **CONSULTANT**, 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 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance

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policies provided by **CONSULTANT**.

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 **CONSULTANT** shall, at **CONSULTANT'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 **CONSULTANT** 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 **CONSULTANT**. **CONSULTANT'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONSULTANT** 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 **CONSULTANT** has knowledge of any such failure, **CONSULTANT** 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 certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, 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, except for professional liability, shall provide for a waiver of subrogation in favor of City.

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 **CONSULTANT** 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 **CONSULTANT** 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, **CONSULTANT** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required 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 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

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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 under federal and Nevada law 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, **CONSULTANT** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 2, Carson City, NV 89701:

13.16 **Certificate of Insurance:** **CONSULTANT** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. 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 **CONSULTANT**.

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 Underlying 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 **CONSULTANT**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'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 **CONSULTANT** or its subcontractors, 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:**

CONSULTANT shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

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

13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

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- 13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 13.20.9 Consultant waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.
- 13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 13.21.1 *Minimum Limit required:*
- 13.21.2 Consultant shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 13.21.4 Consultant waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONSULTANT** pursuant this Contract.
- 13.22 **PROFESSIONAL LIABILITY INSURANCE**
- 13.22.1 *Minimum Limit required:*
- 13.22.2 **CONSULTANT** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
- 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
- 13.22.4 **CONSULTANT** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONSULTANT** shall purchase Extended Reporting Period coverage for claims arising out of **CONSULTANT's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of 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 **CONSULTANT** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance

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with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

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

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

14. BUSINESS LICENSE:

14.1 **CONSULTANT** shall not commence work before **CONSULTANT** 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:

CONSULTANT 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 **CONSULTANT** to provide the goods or SERVICES or any services of this Contract. **CONSULTANT** 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 **CONSULTANT** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONSULTANT** 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 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. **CONSULTANT** 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

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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 **CONSULTANT** (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 **CONSULTANT** upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'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 **CONSULTANT** 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. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONSULTANT** 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:

CONSULTANT shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.

22.1.3 **CONSULTANT** 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.

22.1.4 **CONSULTANT** 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,

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Contract No. 24300222

Title: CAMPO Zero-Emission Transition Plan

creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONSULTANT** 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:

CONSULTANT 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. **CONSULTANT** acknowledges that this Contract is effective only after approval by the Carson Area Metropolitan Planning Organization and only for the period of time specified in this Contract. Any SERVICES performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONSULTANT**.

26. ALTERNATIVE DISPUTE RESOLUTION (Public Work):

If the SERVICES under this Contract involve a “public work” as defined under NRS 338.010(18), 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 **CONSULTANT** 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 **CONSULTANT** regarding that public work cannot otherwise be settled, **CITY** and **CONSULTANT** agree that, before judicial action may be initiated, **CITY** and **CONSULTANT** will submit the dispute to non-binding mediation. **CITY** shall present **CONSULTANT** with a list of three potential mediators. **CONSULTANT** 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.

27. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 24300222

Title: CAMPO Zero-Emission Transition Plan

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. **CONSULTANT** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

28. 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 Area Metropolitan Planning Organization. Conflicts in language between this Contract and any other agreement between CITY and CONSULTANT 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.

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 24300222

Title: CAMPO Zero-Emission Transition Plan

29. 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:

CARSON CITY

Executive Office
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney
I have reviewed this Contract and approve
as to its legal form.

By: _____
Sheri Russell-Benabou, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

CITY'S ORIGINATING DEPARTMENT

**CONSULTANT will not be given authorization
to begin work until this Contract has been
signed by Purchasing and Contracts**

BY: Carol Akers
Purchasing & Contracts Administrator

Project#: G302623002
Project# 2453028-501210

By: _____

Dated _____

PROJECT CONTACT PERSON:

Chris Martinovich, Transportation Manager
Telephone: 775-283-7367

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 24300222

Title: CAMPO Zero-Emission Transition Plan

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

CONSULTANT

BY: Bill Hurrell, PE

TITLE: Principal

FIRM: CDM Smith, Inc.

CARSON CITY BUSINESS LICENSE #: _____

Address: 220 Montgomery Street, Suite 1418

City: San Francisco **State:** CA **Zip Code:** 94104

Telephone: 415-653-3317

E-mail Address: hurrellWE@cdmsmith.com

(Signature of Consultant)

DATED _____

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

Contract No. 24300222

Title: CAMPO Zero-Emission Transition Plan

CONTRACT ACCEPTANCE AND EXECUTION:

The Carson Area Metropolitan Planning Organization for Carson City, Nevada at their publicly noticed meeting of December 13, 2023, approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 24300222**. Further, authorizes the Chairperson of the Carson Area Metropolitan Planning Organization for Carson City, Nevada to sign this document and record the signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

LORI BAGWELL, MAYOR/CHAIRPERSON

DATED this 13th day of December 2023.

ATTEST:

WILLIAM SCOTT HOEN, CLERK-RECORDER

DATED this 13th day of December 2023.



75 State Street, Suite 701
Boston, Massachusetts 02109
tel: 617 452-6000

November 28, 2023

Submitted via electronic mail.

Subject: Carson City CAMPO Zero-Emission Transition Plan (ZETP)
Cost Proposal

Dear Mr. Christopher Martinovich:

The project is for the creation of a Zero-Emission Transition Plan (ZETP) in accordance with Federal Transit Administration (FTA) requirements. For transit agencies to be eligible for projects related to low- or no-emission vehicles through the Bus and Bus Facilities Competitive Grant Program under 49 USC 5339(b) and 5339(c), including electric vehicles, charging stations, and maintenance facilities, the FTA requires the development of a ZETP by December 2024.

The goal is for the development and completion of this plan to ensure CAMPO's transit agency, JAC, and the community it serves will benefit from future decarbonization of the transit system.

In accordance with FTA requirements, the ZETP will specifically:

- Demonstrate a long-term fleet management plan with a summary of how CAMPO and JAC plan to use current or future resources or acquisitions.
- Address current and future resources to meet the costs for the transition and implementation.
- Consider policy and legislation impacting low or no-emission technologies.
- Examine the existing state and future needs of the JAC and CAMPO's transit system as it relates to possible decarbonization technology transition.
- Describe the partnership with NV Energy or other alternative fuel providers.
- Examine the impact of a possible decarbonization transition on JAC and Carson City's workforce including analysis of skills gaps, training needs, etc. related to electrification or other alternative fuels to avoid displacement of the existing workforce.
- Demonstrate cooperation and outreach with JAC ridership including several historically underserved communities, the Washoe Tribe's Stewart Community, those with limited English proficiency, and low-income individuals.





November 28, 2023

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The plan will review potential concepts and opportunities to partner with neighboring transit operators for the development of a region-wide transit alternative fuels network. This includes shared infrastructure planning for existing or future routes between Washoe County (RTC Intercity), Lyon County, Douglas County (DART), and the Tahoe Basin (TTD). Coordination with NDOT and NV Energy is also anticipated.

This project, through the development of a ZETP, will allow CAMPO and JAC to plan and prepare for a changing transportation system by identifying and prioritizing projects.

Lastly, the plan will examine options for sustainability and resiliency in the CAMPO Region by examining facility needs and the needs of other transportation providers in the area, possibly including the Carson City School District.

Sincerely,

Brian Stewart

Digitally signed by Brian Stewart
DN: C=US, E=stewartba@cdmsmithcom,
O=CDM Smith - Truckee Office, OU=NAU,
CN=Brian Stewart
Date: 2023.11.28 10:25:12-08'00'

Brian Stewart
Project Manager
CDM Smith Inc.

cc: Melissa Harclerode





November 28, 2023

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**Carson City CAMPO Zero-Emissions Transition Plan
Cost Proposal
November 28, 2023**

Scope of Work

The following scope describes the work to be performed under tasks identified above.

General Assumptions

The following assumptions are made in this cost estimate regarding JAC's existing vehicle fleet:

- JAC's bus fleet includes 17 buses of which:
 - 5 are fixed-route 35-foot pushers, and 5 are fixed-route 28-foot pushers
 - 6 are paratransit cutaway vehicles
 - 1 is a Dodge ProMaster Van
 - Crew Pickup truck
- All vehicles run on gasoline except for the 35-foot pushers which run on diesel
- There is one existing maintenance yard and one fleet storage yard. Both locations provide maintenance and storage for the vehicles

Task 1 – Pre-Deployment Planning

1.1 Fleet Assessment CDM Smith will review the vehicle inventory and fuel types and identify the hours of operation estimates for each of the vehicles in the fleet. CDM Smith will research available alternative fuel types for compatibility with JAC's fleet. CDM Smith will also review Transit Cooperative Research Program (TCRP) Guidebook for Deploying Zero-Emission Transit Buses (2023). The intent of this exercise is to understand the types of vehicles that could fulfill the needs of the current service, including the ranges and energy needs for alternative fuel types. This assessment will also inform service changes needed for different fuel types.

- *Assumption:* 10 hours to review the vehicle inventory, 16 hours to identify operation estimates for each of the vehicles, and 20 hours to research available alternative fuel types [battery electric buses (BEBs), hydrogen fuel cell-electric buses (FCEBs), and/or maintenance electrical vehicles (EVs)], 10 hours to review the Guidebook (Total of 56 hours).





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1.2 Infrastructure Assessment CDM Smith energy team will review records of existing electrical facilities and utility billing data at both the maintenance facility and the JAC storage yard to determine capacity of existing power distribution system to support electric vehicle supply equipment (EVSE) recommendations identified as part of the fleet assessment. CDM Smith will also evaluate additional EVSE load and opportunities to offset energy costs with on-site renewable energy generation and battery energy storage systems. CDM Smith will also develop demand modeling by analyzing peak charging scenarios based upon the fleet's operation with the goal of tailoring the size and mix of the electrical infrastructure (at both the maintenance facility and the JAC storage yard) with the needs of the anticipated fleet (JAC fleet and possibly the fleet vehicles belonging to other regional operators). The infrastructure assessment will also include a summary of hydrogen fuel infrastructure needs and considerations to support FCEBs deployment.

- *Assumption:* Electrical utility assessment will take 60 hours and include utility coordination, load analysis, qualitative recommendation for inclusion of renewables, demand modeling, improvement recommendations. Hydrogen fuel infrastructure assessment will take 60 hours and include qualitative recommendations for supporting infrastructure.

1.3 Region Wide Assessment and Policy Alignment CDM Smith will coordinate with CAMPO, Carson City, the City of Carson City, NDOT, NV Energy, and others to identify concepts and opportunities to partner with other transit operators for development of a region-wide transit alternative fuels network. Policies, plans, and goals of regional authorities and federal authorities will be reviewed.

- *Assumption:* One meeting will be held with CAMPO and NDOT with the assumption that the meeting will be one hour and two members of CDM Smith will attend (2 hours). Prep time and post meeting processing is included (6 hours). Two meetings will be held with CAMPO and NV Energy to discuss the capacity of the existing power distribution system. Two members of the CDM Smith team will attend (4 hours). Prep time and post meeting processing is included (8 hours). One two-hour meeting will be held with a potential hydrogen supplier and two members of CDM Smith will attend (4 hours). Prep time and post meeting processing is included (8 hours).
- *Assumption:* Assume 60 hours for review of documents (6 hours per plan for 10 plans). See list of plans:
 - [Carson City's Comprehensive Master Plan \(2006\)](#)
 - [CAMPO Regional Transportation 2050 Plan \(2021\)](#)
 - [Jump Around Carson Transit Asset Management Plan](#)





November 28, 2023

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- Carson Area Transportation System Management Plan (2023)
- RTC Washoe: Regional Transportation Plan (2022)
- RTC Washoe – Electric Vehicle and Alternative Fuel Infrastructure and Advanced Mobility Plan (2022)
- Tahoe Regional Planning Agency Regional Transportation Plan (2020)
- Tahoe Regional Planning Agency Electric Vehicle Readiness Plan (2017)
- Placer County Zero Emission Bus Rollout Plan (2023)
- One Nevada Transportation Plan (2020)
- Nevada Alternative Fueling Infrastructure Plan (2022)

1.4 Stakeholder Partnerships CDM Smith will meet with regional operators and utility providers to understand the potential for shared infrastructure and obtain best practices from those who have already started electrifying transit. Meet with Carson City Regional Transportation Stakeholder Coalition (RTSC) to understand regional and cultural sensitivities.

- *Assumption:* One meeting with Tahoe Transportation District (TTD) with the assumption that the meeting will be one hour and two members of CDM Smith team will attend (2 hours). One meeting with Regional Transportation Commission Washoe County (RTC Intercity) with the assumption that the meeting will be one hour and two members of CDM Smith team will attend (2 hours). One meeting with Douglas Area Regional Transit (DART) with the assumption that the meeting will be one hour and two members of CDM Smith team will attend (2 hours). One meeting with Washoe County’s Stewart Tribe with the assumption that the meeting will be one hour and two members of CDM Smith team will attend (2 hours). Two one hour meetings with RTSC. Two members of CDM Smith team will attend and it is assumed one meeting will be virtual while the other will be in person (4 hours). One meeting with the JAC fleet staff with the assumption that the meeting will be one hour and two members of CDM Smith team will attend (2 hours). One meeting with other public works staff with the assumption that the meeting will be one hour and two members of CDM Smith team will attend (2 hours). Prep time and post meeting processing is included (24 hours). Time for summarizing stakeholder inputs is also included (20 hours).

Task 2 – Site Visit





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2.1 Site Visit CDM Smith will perform a site visit to view the existing fleet and infrastructure systems. If logistically feasible, the site visit will be scheduled during a time frame that overlaps with in person stakeholder partnership meetings.

- *Assumption:* One CDM Smith member of the sustainability team and one CDM Smith member of the energy team will attend. It is assumed the site visit will be for two days (32 hours) and travel time is included (16 hours). It is assumed PM will be on-site for at least one of the days and time is included for coordination (12 hours).

Task 3 – Capital Planning

3.1 Funding Needs and Opportunities CDM Smith will identify zero-emission vehicle supporting infrastructure purchase requirements and estimated cost scenarios (i.e., cost estimate of implementing Level 2 chargers vs direct current fast chargers, cost estimate of procuring a fleet with a larger percentage of EVs vs a larger percentage of hydrogen fuel cell vehicles). CDM Smith will also identify zero-emission vehicle and supporting infrastructure grants, credits, and other funding opportunities available through federal legislation.

- *Assumption:* 32 hours to identify purchasing requirements for battery electric busses (BEBs), hydrogen fuel cell-electric buses (FCEBs), and EVs, 18 hours to identify purchasing requirements for charging and fueling infrastructure improvements at the maintenance and storage facilities.
- *Assumption:* 40 hours for identifying funding opportunities.

3.2 Other Considerations CDM Smith will research other considerations including low carbon materials, code requirements, permitting considerations, other physical infrastructure needs, and an overview timeline (or roadmap) schedule of time and how that might align with the existing transit asset plans.

- *Assumption:* Sustainability team will write up the low carbon materials narrative (12 hours), electrical team will write up the code and permitting narrative (18 hours). The team will collectively write the narrative discussing other physical infrastructure needs (e.g., use of solar for charging, off-site charging at a transfer center, sharing resources with other facilities and fleets) (25) and an illustrative roadmap will be prepared showing capital planning and implementation aligned with existing regional plans (40 hours).

Task 4 – Deployment

4.1 Data Management and Funding Needs CDM Smith will identify performance metrics and estimate operation and maintenance costs based on potential repair cost savings, projected fuel





November 28, 2023

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consumption use, and utility rates – this data will make it clear which options have higher initial costs while saving on long-term costs. CDM Smith will also compile final funding opportunities. In addition, new Green House Emissions target setting rules established by FHWA will be incorporated to provide recommendations for performance measures with CAMPO Agencies.

- *Assumption:* 28 hours for performance metrics, 40 hours for operation and maintenance costs, and 24 hours for compiling final funding opportunities

4.2 Program Support Needs CDM Smith will identify zero emission transition program support needs, such as development of a preventive maintenance program and necessary upgrades to storage and maintenance facilities to accommodate charging infrastructure and the multiple types of fuels. CDM Smith will look to provide recommendations for additional studies and research for other CAMPO member agencies to decarbonize fleets.

- *Assumption:* 36 hours for development of program support needs

4.3 Workforce Needs CDM Smith will identify current and future job skill set and training needs and determine local training opportunities. Explore workforce development programs available through federal legislation and consider partnering with the Nevada community college system. CDM Smith will utilize the International Transportation Learning Center Zero Emission Bus (ZEB) Transition Plan [Workforce Evaluation Tool](#).

- *Assumption:* 90 hours to identify and research workforce needs.

4.4 Ridership Outreach CDM Smith will use findings from the Carson City RTSC to develop an outreach strategy matrix to summarize the most effective and inclusive methods for communicating to JAC's diverse ridership groups including traditionally underserved communities of CAMPO's efforts to reduce dependence on gasoline and diesel. Outreach strategy matrix will include key stakeholders and engagement scenarios, key messages, and preferred modes of communication.

- *Assumption:* 46 hours to prepare the ridership outreach matrix

Task 5 – Plan Development

5.1 Zero-Emission Fleet Transition Plan Draft CDM Smith will draft the Zero-Emission Fleet Transition Plan (ZETP) in accordance with FTA and TCRG guidance. An initial outline will be provided to map information and calculations to an FTA conforming ZETP.

- *Assumption:* 112 hours for drafting of the zero-emission fleet transition plan

5.2 Workshop CDM Smith will hold a workshop with CAMPO to discuss comments on the draft plan.





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- *Assumption:* The workshop will be four hours and four members of the CDM Smith team will be present (16 hours). Time is included to synthesize CAMPO's comments after the meeting (4 hours). It is assumed this meeting will be virtual.

5.3 Zero-Emission Fleet Transition Plan Final CDM Smith will finalize the Zero-Emission Fleet Transition Plan (ZETP) to address all of CAMPO's comments.

- *Assumption:* 44 hours for addressing all of CAMPO's comments and preparing the final plan.

5.3a Presentation to CAMPO Board CDM Smith will present the Zero-Emission Fleet Transition Plan (ZETP) to the CAMPO Board.

- *Assumption:* The presentation will be one hour and two members of the CDM Smith team will be present (2 hours). Time is included to draft the presentation (16 hours) and finalize it to address CAMPO's comments (6 hrs).

Task 6 – Project Management and Quality Assurance

6.1 Kickoff Meeting CDM Smith will host a project kickoff meeting with CAMPO which will include a Project Quality Management (PQM) workshop.

- *Assumption:* Kickoff meeting will be two hours. Four members of the CDM Smith team will attend (8 hours). Prep time is included as well as post meeting processing (14 hours).

6.2 Weekly Meetings CDM Smith will hold bi-weekly (every other week) meetings with CAMPO to discuss project progress.

- *Assumption:* Meetings will be one half hour and will be for the duration of the project which is assumed to be 6 months. Two members of CDM Smith will attend these meetings regularly (12 hours) and other members will attend the meetings as additional support is needed (12). Time included for meeting minutes (12 hours).

6.3 Project Management CDM Smith will provide communications, coordination, and project management for the duration of the project. CDM Smith's scope of services for this task include project accounting, scheduling, budget tracking, subcontractor management, and maintenance of project files.

Assumption: Four hours per month for the project manager for the duration of the project which is 6 months (48 hours). 40 hours for other administrative support (project accounting, invoicing, formatting, document controls, progress status reports) and 18 hours for other project management support (coordination with project manager, invoicing, project status reports, additional support for stakeholder meetings).



Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant CDM Smith

Project No. CAMPO ETP

Contract No. _____

Date 11/28/2023

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Stewart, Brian A	78	\$85.30	\$ 6,653.40
Transit Advisor	Sorenson, Timothy P (Tim)	31	\$102.97	\$ 3,192.07
Management Specialist	Ko, Sarah Y	184	\$48.08	\$ 8,846.72
Project Tech. Lead	Harclerode, Melissa A	31	\$69.86	\$ 2,165.66
Management Specialist	Livingston, Amy L	18	\$65.55	\$ 1,179.90
Chemical Engineer	Gilbride, Jeremy	64	\$49.92	\$ 3,194.88
Environmental Engineer (1)	Cloninger, Jane E	24	\$35.88	\$ 861.12
Environmental Planner (1)	Ward, Jacob P	190	\$32.95	\$ 6,260.50
Environmental Engineer (2)	Schlosser, Megan	44	\$47.55	\$ 2,092.20
Electrical Engineer	Joss, Alexander L	172	\$45.68	\$ 7,856.96
Project Manager (advisor)	Cheval, Robert A	23	\$69.67	\$ 1,602.41
Transportation Planner (2)	Weddle, Annamarie E	136	\$43.27	\$ 5,884.72
Senior Project Manager (advisor)	Hands, Stephen L	8	\$89.48	\$ 715.84
Senior Transportation Planner	Ziegler, Melissa Ann	24	\$84.90	\$ 2,037.60
Transportation Planner (advisor)	Moore, Davonna C	22	\$62.88	\$ 1,383.36
Mechanical Engineer	Goss, Matthew T	28	\$107.54	\$ 3,011.12
Senior Tech Editor	Jarrell, Angela S	12	\$48.82	\$ 585.84
Principle Environ Engineer	Jensen, David J	14	\$125.71	\$ 1,759.94
Senior Admin	Hirsch, Paula F	50	\$41.43	\$ 2,071.50
Senior Billing Accountant	Adams, Lauren M	20	\$30.57	\$ 611.40
PCS	Datta, Somenath	12	\$26.09	\$ 313.08
Transportation Planner (2)	Hagerty, Jacquelyn K	8	\$63.85	\$ 510.80

LABOR COSTS

- a) Subtotal Direct Labor Costs
- b) Anticipated Salary Increases

\$ 62,791.02

\$ - (see Escalation Calc.)

c) **Total Direct Labor Costs [(a) + (b)] \$ 62,791.02**

INDIRECT COSTS

- d) Fringe Benefits (Rate: _____)
- f) Overhead (Rate: 161.530%)
- h) General and Administrative (Rate: _____)

e) Total Fringe Benefits [(c) x (d)] \$ -

g) Overhead [(c) x (f)] \$ 101,426.33

i) Gen & Admin [(c) x (h)] \$ -

j) **Total Indirect Costs [(e) + (g) + (i)] \$ 101,426.33**

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)]* fixed fee 12%] \$ 19,706.08**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Travel Costs (air, hotel, rental car)	1	LS	\$5,500.00	\$ 5,500.00
Printing, graphics, handouts	1	LS	\$2,500.00	\$ 2,500.00
			\$0.00	
			\$0.00	\$ -
			\$0.00	\$ -

l) **TOTAL OTHER DIRECT COSTS \$ 8,000.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: _____

Subconsultant 2:	\$
Subconsultant 3:	\$
Subconsultant 4:	\$
(m) TOTAL SUBCONSULTANS' COSTS	\$ -
(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	\$ 8,000.00
TOTAL COST [(c) + (j) + (k) + (n)]	\$ 191,923.44

NOTES:

1. Key Personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage must be marked with two asterisks (**). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
3. Anticipated salary increases calculation must accompany.

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

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

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Brian Stewart

Name (please type or print)



Signature

Project Manager IV

Title

NOT APPLICABLE**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP- DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348- 0046), Washington, D.C. 20503.

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

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

STATE OF Nevada }
COUNTY OF WASHE } SS

I, BREAN A. STEWART (Name of party signing this affidavit and the Proposal Form) CAMPD Low-Emission Transition Plan being duly sworn do depose and say: That CDM Smith Inc. (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

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

(Insert Exceptions, attach additional sheets)

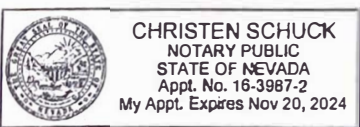
The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and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

B. A. Stewart
Signature
Project Manager
Title

Sworn to before me this 12th day of August, 20 23

(SEAL)

[Signature]
Notary Public, Judge or other Official



Conflict of Interest Disclosure Form

Date: August 17, 2023

Project: CAMPO Zero-Emissions Transportation Plan

Title: Project Manager IV

Name: Brian Stewart

Position: Project Manager

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: 

Date: August 17, 2023

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 _____

Company _____

Address _____

Phone _____

Fax Number _____

Proposer
(Signature)  _____

Proposer
(Print Name) _____

Position
with Company _____

Note: This form must be filled in and submitted with the sealed proposal.



NV Energy Transit Electrification Grant Program Agreement

This Transit Electrification Grant Program Agreement (the “**Agreement**”) is effective as of the last date on which the Agreement is signed (the “**Effective Date**”) by and between the Carson Area Metropolitan Planning Organization (CAMPO) (“**Customer**”) and Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy, (“**NV Energy**”). NV Energy and Customer are at times collectively referred to hereinafter as the “**Parties**” or individually as the “**Party**”.

WHEREAS, NV Energy’s Economic Recovery Transportation Electrification Plan (“**ERTEP**”), as approved by the Public Utilities Commission of Nevada, creates the Transit Electrification Grant Program to accelerate transit electrification in Nevada;

WHEREAS, Customer desires to utilize a grant to defray the costs of transit electrification projects within its service area pursuant to the ERTEP and the terms set forth herein;

WHEREAS, NV Energy will provide value to Customer by providing a grant to defray the costs of conducting an electric vehicle charging infrastructure, equipment and services study;

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. CONTACT INFORMATION:

Customer’s Address for Notices

Attn: Christopher Martinovich
CAMPO
3770 Butti Way
Carson City, NV 89701
(775) 283-7367
cmartinovich@carson.org

NV Energy’s Address for Notices

Attn: NV Energy
6226 West Sahara Ave.
Las Vegas, NV 89146
Email: ev@nvenergy.com

2. TRANSIT ELECTRIFICATION PROJECT: Customer agrees to conduct the transportation electrification project set forth in **Exhibit A** to study electric vehicle charging infrastructure, equipment and services. Customer agrees to commence the project within six months of receiving funding pursuant to Section 3.

3. GRANT FUNDING: NV Energy will provide to Customer a grant award for NV Energy approved project costs, as set forth in **Exhibit A**, in the amount of \$225,000. NV Energy will pay Customer within 60 days of execution of this Agreement.



4. TERM: The initial term of this Agreement shall run for five (5) years from the Effective Date (the “**Initial Term**”). Renewals will be subject to mutual agreement between NV Energy and Customer. To extend the Term, written notice of such extension request shall be delivered no later than thirty (30) days prior to the expiration of the Term.

5. COMPLIANCE WITH PUBLIC UTILITIES COMMISSION OF NEVADA REQUIREMENTS: Customer agrees and acknowledges that it must abide by all applicable requirements prescribed by the Public Utilities Commission of Nevada’s final order in Docket No. 21-09004 dated Jan. 12, 2022 (“**ERTEP Final Order**”), including but not limited to data reporting. Customer’s failure to abide by such requirements constitutes a breach of this Agreement.

6. USE: The grant funding shall be used solely for the transportation electrification project set forth in **Exhibit A**. Customer shall immediately repay NV Energy any portion of the grant funds which is used for other purposes, or which remains unused as of December 31, 2024.

7. COOPERATION AND INFORMATION SHARING: Customer, or representatives or the Customer, agree to work with NV Energy representatives during the duration of the transportation electrification project set forth in **Exhibit A**. Customer agrees to provide NV Energy with information about the use of the grant funding upon request, and shall, at a minimum, provide NV Energy with quarterly updates as to the progress of the transportation electrification project, and provide NV Energy with a draft report of the transportation electrification project for NV Energy’s review prior to finalizing the project. Customer must provide NV Energy with a completed Grant Accountability Report within six months of completing the project and include an itemized expenditure report.

8. TAXES: Customer shall be responsible for any taxes assessed against the grant funding.

9. ASSIGNMENT: Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by a Party (whether by operation of law or otherwise) without the prior written consent of the other Party; provided, however, that (1) a Party may assign without the prior written approval of the other Party all or any portion of the assigning Party’s rights under this Agreement to any subsidiary or affiliate of the assigning Party, but such assignment shall not relieve the assigning Party of its obligations hereunder, and (2) a Party may assign this Agreement without the prior written approval of the other Party to a person or entity into which the assigning Party has merged or which has otherwise succeeded to all or substantially all of the assigning Party’s business and assets, and which has assumed in writing or by operation of law the assigning Party’s obligations under this Agreement. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

10. INDEMNIFICATION: Customer hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless NV Energy, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys’ fees), directly or indirectly, wholly or partially, arising from or in connection with any act or omission of the Customer, its officers, directors,



employees, or agents, in applying for or accepting the grant, in expending or applying the proceeds of the grant, or in carrying out the program(s) or project(s) to be funded or financed by the grant, except to the extent that such claims, liabilities, losses, or expenses were caused by any act or omission of NV Energy, its officers, directors, trustees, employees, or agents.

11. REMEDIES: Customer and NV Energy acknowledge and agree that each Party shall have all remedies available at law or in equity if the other Party is in default under the terms of this Agreement.

12. FORCE MAJEURE. Neither Party shall be liable for failure or delay in performance due to acts of God or the public enemy, good faith compliance with any lawful governmental order, fires, riots, labor disputes, unusually severe weather or any other cause beyond the reasonable control of a Party. The affected Party shall promptly notify the other Party in writing, describing the cause and the estimated duration of delay. The affected Party shall use commercially reasonable efforts to avoid or remove such cause and continue performance.

13. CONFIDENTIALITY AND PUBLICITY: Neither Party will use the other Party's name, trademark or logo without such other Party's prior written consent.

14. RELEASE AND WAIVER: Customer 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. Notwithstanding anything herein to the contrary, NV Energy shall not be liable for, and Customer expressly forever releases, waives and discharges NV Energy from any and all claims from speculative, indirect, consequential or punitive damages, including, but not limited to, any lost sales or profits of Customer, arising out of or in any way connected to the transportation electrification project set forth in **Exhibit A**. NV Energy shall not be liable for any such damages. This waiver includes, but is not limited to, any cause of action including negligence, strict liability, breach of contract, and express or implied breach of warranty.

15. NOTICES: All notices or demands shall be in writing and shall be deemed duly served or given only if delivered by prepaid (i) U.S. Mail, certified or registered, return receipt requested, or (ii) reputable, overnight courier service (such as UPS or FedEx) to the addresses of the respective parties as specified in Section 1 above. The Parties may change their respective addresses for notices by giving notice of such new address in accordance with the provisions of this paragraph.

16. BROKERS: Customer and NV Energy represent to each other that each has dealt with no broker and each hereby agrees to indemnify and hold the other harmless from any claims for any such commissions or fees.

17. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and shall inure to the benefit of Customer and NV Energy and their respective successors and assigns.

18. GOVERNING LAW: This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Nevada without giving effect to its choice or conflict of law provisions. All actions must be initiated in the courts of Carson City, Nevada or the federal district court with jurisdiction over Carson City, Nevada. Neither Party will



initiate an action against the other in any other jurisdiction.

19. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Signed copies transmitted electronically in PDF or similar format shall be treated as originals.

20. RECOUPMENT: In the event that the Customer violates or fails to carry out any provision of this Agreement, NV Energy may, in addition to any other remedies it may have, refuse to make any future grants or installment payments of this grant to the Customer, and NV Energy may demand the immediate return of all or any unexpended portion of the grant funding, and Customer shall immediately comply therewith.

21. TERMINATION: NV Energy may terminate this Agreement with thirty (30) days written notice if Customer fails to commence the transportation electrification project set forth in **Exhibit A** within six months of Customers' receipt of grant funding or fails to otherwise comply with this Agreement.

22. AMENDMENTS: Any changes, modifications, or amendments to the Agreement are not enforceable unless consented to in writing by the Parties and executed with same formality as this Agreement.

23. NO THIRD-PARTY BENEFICIARIES: Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a Party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

24. NO WAIVER: The failure of either Party to enforce any of the provisions of the Agreement at any time, or to require performance by the other Party of any of the provisions of the Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or the right of any Party to enforce each and every provision.

25. JURY TRIAL WAIVER: TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN WITNESS WHEREOF, the Parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date.



CUSTOMER: CAMPO

Christopher Martinovich
Printed Name

Christopher Martinovich
Signature

Transportation Manager
Title (if applicable)

Jul 13, 2023
Date

NV Energy

Marie Steele
Printed Name

Marie Steele
Marie Steele (Jul 13, 2023 17:23 PDT)
Signature

VP Integrated Energy Services
Title (if applicable)

Jul 13, 2023
Date



Exhibit A

ERTEP Transit Electrification Grant Application

ERTEP Transit Electrification Grant Application
TE-00164



Eligibility	
Select your organization:	Carson Area Metropolitan Planning Organization
Will this installation be used to charge electric vehicles for a transit agency (i.e., bus, micro-transit vehicle)?	Yes

Applicant Information	
Applicant	Christopher Martinovich CAMPO (775) 283-7367 cmartinovich@carson.org 3770 Butti Way Carson City, NV 89701
Applicant Company Representative Title	Transportation Manager
Are you a site host or an authorized representative applying on behalf of a site host?	Site Host
Is there an NV Energy Major Account Executive?	Yes
Major Account Executive (If applicable)	Carson City - Streets, Finance Dept Chris Martinovich
Major Account Executive Email (If applicable)	cmartinovich@carson.org

Site Host Information	
Is there an existing NV Energy service account at the proposed installation location?	Yes
19-Digit Account Number from NV Energy Bill (If applicable)	1000034644302634765
Premise Number (If applicable)	263476
Business Property Name	Jump Around Carson Transit Agency



ERTEP Transit Electrification Grant Application
TE-00164



Site Host	Christopher Martinovich CAMPO (775) 283-7367 cmartinovich@carson.org 3770 Butti Way Carson City, NV 89701
Site Host Company Representative Title	Transportation Manager
Do you own the property?	Yes
Installation Address	3770 Butti Way Carson City, NV 89701

Charging Station Owner	
Who will be responsible for the charging infrastructure?	Site Host
Do you agree to use a third-party provider qualified by NV Energy for ERTEP? (If applicable)	
Charging Station Owner (If applicable)	Christopher Martinovich CAMPO (775) 283-7367 cmartinovich@carson.org 3770 Butti Way Carson City, NV 89701
Charging Station Owner Company Representative Title (If applicable)	Transportation Manager

Installer Information	
If your application is awarded, do you consent to selecting an installer in compliance with these requirements for your proposed installation?	Yes
Has a licensed installer for the proposed installation been selected? If not, the installer you select will need to meet the requirements outlined in the previous question.	No



**ERTEP Transit Electrification Grant Application
TE-00164**



Installer (If applicable)	
Contractor License Number (If applicable)	
Contractor License Expiration Date (If applicable)	

Project Description

ERTEP Transit Electrification Grant Application
TE-00164



Provide a brief summary of the proposed project.

This application is seeking funding to develop a Zero-Emission Transition Plan intended to identify constraints, locations, and needs for the future construction of charging stations or other EV infrastructure to serve the Jump Around Carson (JAC) transit agency (or other partner agency) vehicles and facilities. The Zero-Emission Transition Plan will be completed in accordance with Federal Transit Administration (FTA) requirements. In order for transit agencies to be eligible for projects related to low- or no-emission vehicles through the Bus and Bus Facilities Competitive Grant Program under 49 USC 5339(b) and 5339(c), including electric vehicles, charging stations, and maintenance facilities, the FTA requires the development of a Zero-Emission Transition Plan. This grant application will be applied toward the development and completion of this plan to ensure CAMPO's transit agency, JAC, and the community it serves will benefit from future electrification of the transit system.

The Zero-Emission Transition Plan will specifically:

- Demonstrate a long-term fleet management plan with a summary of how CAMPO and JAC plan to use current or future resources or acquisitions.
- Address current and future resources to meet the costs for the transition and implementation.
- Consider policy and legislation impacting low or no emission technologies
- Examine the existing state and future



This project will support the electrification of the following types of vehicles:
Describe the make, model and vehicle count for fleet vehicles planned to utilize charging infrastructure installed as part of this program, if awarded.

needs of the JAC and CAMPO's transit system as it relates to possible electrification transition.

- Describe the partnership with NV Energy or other alternative fuel providers.

- Examine the impact of a possible electric transition on JAC and Carson City's workforce including analysis of skills gaps, training needs, etc. related to electrification or

other alternative fuels to avoid displacement of the existing workforce.

The plan will review potential concepts and opportunities to partner with neighboring transit operators for the development of a region wide transit electrification network.

This includes electrical infrastructure planning for existing or future routes between Washoe County (RTC Intercity), Lyon County, Douglas County (DART), and the Tahoe Basin (TTD).

Lastly, the plan will examine options for sustainability and resiliency in the CAMPO Region by examining facility needs and the needs of other transportation providers in the area, possibly including the Carson City School District.

CAMPO plans to hire a consultant to develop and complete the plan using an SOQ/RFQ process.

Both

CAMPO and JAC do not currently have any electric transit vehicles.

ERTEP Transit Electrification Grant Application
TE-00164



Is this project expanding an existing electric vehicle charging station installation? No
Please describe the existing electric vehicle charging station installation and how it will be expanded. (If applicable)

Is this project replacing an existing electric vehicle charging station installation? No

If your application is awarded, do you agree to install charging stations from the NV Energy approved list? Yes

I confirm I have read and accepted the charging data reporting requirements included in the document linked above. True

Charger Information

Number of DC Fast Charging Ports (150 kW minimum)	0
Number of Level 2 Charging Ports (10 kW minimum)	0
Total Number of Charging Ports	0

Project Status

Current project planning and design status Please describe the current planning and design status of the project. (If applicable)	Other The project is in the Pre-Planning stage. The proposed project will be to develop a Zero-Emission Transition Plan to prepare JAC for future transit electrification.
Current project permit status Please describe the current status of required permits. (If applicable)	No Permits Applied For

Community Impact

**ERTEP Transit Electrification Grant Application
TE-00164**

Provide a brief history of the proposed project, the goals of this project, and how it ties into the overall mission of your organization.

This project, through the development of a Zero-Emission Transition Plan, will allow CAMPO and JAC to plan and prepare for a changing transportation system by identifying and prioritizing projects. With additional focus on greenhouse gas emissions and renewable energy sources, CAMPO's goals for the project are to ensure JAC remains a sustainable regional transportation provider for all of its users. The goals of the project are directly inline with the goals of CAMPO and the 2050 Regional Transportation

Plan (RTP), which are:

- Increase the safety for all users
 - Maintain a sustainable transportation system
 - Increase mobility and reliability of the system
 - Develop a system that supports economic vitality
 - Provide an integrated transportation system
- JAC strives to provide safe, dependable, and friendly transit service to the residents and visitors of Carson City, Nevada. JAC's vision is to continue to improve the transit system and to work through funding challenges through creative and coordinated planning.

ERTEP Transit Electrification Grant Application
TE-00164



Please describe how the proposed project will benefit historically underserved communities.

JAC currently provides transit service to several historically underserved communities including those in the Washoe Tribe's Stewart Community, those with limited English proficiency, and low-income individuals. JAC's administration facility is located directly adjacent to a census tract that has been identified as having a high number of families who have low- or moderate-income levels according to the Department of Housing and Urban Development. A recent study conducted by CAMPO staff indicated that JAC operates in a number of census tracts with higher number of low-income and minority individuals as compared to the City average population. Furthermore, this study indicated that ridership in those census tracts is higher than in other census tracts meaning that JAC is directly serving low-income and minority individuals. CAMPO staff, as part of a Title VI plan update, also documented that JAC operates in or around the majority of census tracts in Carson City with the highest number of Spanish Limited English Proficient (LEP) households (map attached). Development of a transition plan is the first needed step in examining how the eventual conversion to electrification or other fuels sources can benefit JAC and these types of riders.

**ERTEP Transit Electrification Grant Application
TE-00164**



Please describe how the proposed project will create a positive regional impact. For example, is the project publicly accessible, low/no cost, and/or generally benefitting community members beyond the customer.

Part of the project's plan is to examine regional transit electrification needs not only for JAC, but also for our partner agencies in Tahoe or Washoe County who provide transit service in the CAMPO Area. Interregional transit services will better connect the community to the places where they want to go providing continued or new opportunities for JAC's customers. As JAC's partner agencies continue to advance in new technologies for their vehicle fleets, it is important that JAC look to keep pace ensuring accessibility for the users who most rely on the JAC system.

Planning for transit electrification can also open new partnership opportunities in the area of resiliency. The Carson City School District is moving forward with electrification of its school buses. There may be opportunity for CAMPO to partner with the school district to allow for future shared charging or energy storage facilities in cases of emergency

**ERTEP Transit Electrification Grant Application
TE-00164**



Please describe how the proposed project will lead to increased wages and jobs within the company.

In the short term, the project will directly lead to the procurement of a professional consulting firm to complete the plan. Over time, the project will indirectly lead to increased wages and jobs for CAMPO and JAC staff. The development of a plan will highlight areas of need for CAMPO and the JAC operations allowing for new project and program opportunities. For instance, the plan will identify and address fleet maintenance and staff training needs. As a result of the plan, JAC staff may receive new training opportunities leading to a more marketable knowledge base and set of skills. In addition, deployment of an electric or alternative fuels transit fleet may incentivize new and younger cohorts of workers to join the agency as drivers, mechanics, or in administration/management positions.

Please describe your organization's past and present experience with similar projects.

CAMPO and JAC do not have significant experience with electric vehicle infrastructure. Carson City as a City has a few public charging stations in operation at various locations across the City which are operated and maintained by City Public Works staff.

While CAMPO does not specifically have electrical infrastructure experience, CAMPO is a planning organization with experience in developing actionable planning documents. CAMPO can easily complete a Zero-Emission Transition plan using a combination of current staff resources and consultant support.

Will some or all of these chargers be available to the general public?

No

**ERTEP Transit Electrification Grant Application
TE-00164**



If chargers will be available to the public, will users be required to pay a fee to utilize the equipment? (If applicable)

Please describe the qualifications of the project team and leadership team for this project.

The project will be managed by existing CAMPO staff with consultant support hired through a qualifications-based selection process. The grant administration will be managed by **Rebecca Bustos**, CAMPO's Grants Analyst, who coordinates all CAMPO's and Carson City RTC's grant programs and funding resources. The project will be managed by the JAC Transit Coordinator, **Alex Crux**. Alex is experienced in managing JACs transit grants, planning documents, and feasibility studies by helping to manage the development of a Coordinated Human Services Plan and a study for the Downtown Carson Transit Center. Alex will receive support from CAMPO's other staff including the Lead Transportation Planner, Transportation Engineer, and Transportation Manager. All CAMPO staff have experience in plan development and are familiar with CAMPO's and Carson City's unique demographics and characteristics.

Project Budget	
Grid-Side: Cost estimates include all electrical infrastructure that is needed to connect to the site meter.	\$0.00
Make-Ready: Cost estimates include all costs between the site meter and the charging infrastructure.	\$0.00

**ERTEP Transit Electrification Grant Application
TE-00164**



Charging Infrastructure: Electric vehicle supply equipment including power cabinets, dispensers, associated installation costs, and warranties.	\$0.00
Operations and Maintenance: Costs associated with keeping sites operational. May include asset management costs, preventative maintenance, monitoring and diagnostics, and original equipment manufacturer networking and licensing fees.	\$0.00
Other Costs	\$225,000.00
Describe the costs associated with the "Other" field or any other pertinent information for the project costs that may be missing. (If applicable)	Our application is seeking funding to develop a Zero-Emission Transition Plan intended to identify constraints, locations, and needs for the future construction of charging stations or other EV infrastructure to serve Jump Around Carson (JAC) (or other partner agency) transit vehicles and facilities. Without a defined plan, JAC will be unable to prioritize and work towards electrification of the transit system.
Have you already OR are you in the process of securing alternative funding for this project?	No
Funding Source (If applicable)	
Funding Status (If applicable)	
Funding Amount (If applicable)	\$
Funding Source (If applicable)	
Funding Status (If applicable)	
Funding Amount (If applicable)	\$
Funding Source (If applicable)	
Funding Status (If applicable)	
Funding Amount (If applicable)	\$
Donated or In-Kind Labor and Materials	\$0.00
Please describe the materials or services to be donated or provide in-kind to the project.	None



**ERTEP Transit Electrification Grant Application
TE-00164**



(If applicable)

Total Project Costs	\$225,000
Total Funding Sources and Donations	\$0
Balance of Required Funding/Total Grant	\$225,000

Request

Terms and Conditions	
Accepted the Terms and Conditions	True
Electronic Signature Acknowledgement	Christopher Martinovich

[end of EXHIBIT A]



STAFF REPORT

Report To: The Carson Area Metropolitan Planning Organization (CAMPO)

Meeting Date: December 13, 2023

Staff Contact: Kelly Norman, Senior Transportation Planner

Agenda Title: For Discussion Only– Discussion and presentation regarding the Carson Area Metropolitan Planning Organization’s (“CAMPO”) Annual Federal Obligation Report (“Report”), which lists projects to which federal transportation funds were obligated during Federal Fiscal Year (“FFY”) 2023.

Staff Summary: The Report identifies projects listed in CAMPO’s Transportation Improvement Program (“TIP”) for which federal funds received from the Federal Highway Administration (“FHWA”) or the Federal Transit Administration (“FTA”) were obligated during FFY 2023.

Agenda Action: Other/Presentation **Time Requested:** 5 minutes

Proposed Motion

N/A

Background/Issues & Analysis

In accordance with federal regulations, each Metropolitan Planning Organization (“MPO”) must publish an annual listing of projects for which federal transportation funds were obligated in the preceding programmed year. The term “obligated” or “obligation” in this context refers to the federal government’s funding commitment for a specific project. Since the term “obligation” refers only to a commitment to fund, it does not necessarily signify actual expenditure funds or completion of a project, nor represent the total cost of the project. For FTA projects, obligation occurs when the FTA grant is awarded. For FHWA projects, obligation occurs when there is an executed project agreement and a notice to proceed for a specific phase, such as for design or for construction.

The Report was posted for a 14-day public comment period in accordance with CAMPO’s Public Participation Plan. The public comment period for this action opened on November 18, 2023 and ended on December 2, 2023. No public comment has been received.

Applicable Statute, Code, Policy, Rule or Regulation

23 C.F.R. §450.334

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: This task falls under CAMPO's Unified Work Program ("UPWP"), project number G302823001. Tasks completed as part of the UPWP are reimbursable with federal planning funds at a rate of 95%. The local match has been budgeted within CAMPO's approved FFY 2023-2024 UPWP, Work Element 1.0, MPO Administration.

Alternatives

N/A

Supporting Material

-Exhibit-1: FFY 2023 Annual Federal Obligation Report

-Exhibit-2: CAMPO's Unified Planning Work Program Cost/Funding Summary Table



ANNUAL FEDERAL OBLIGATION REPORT

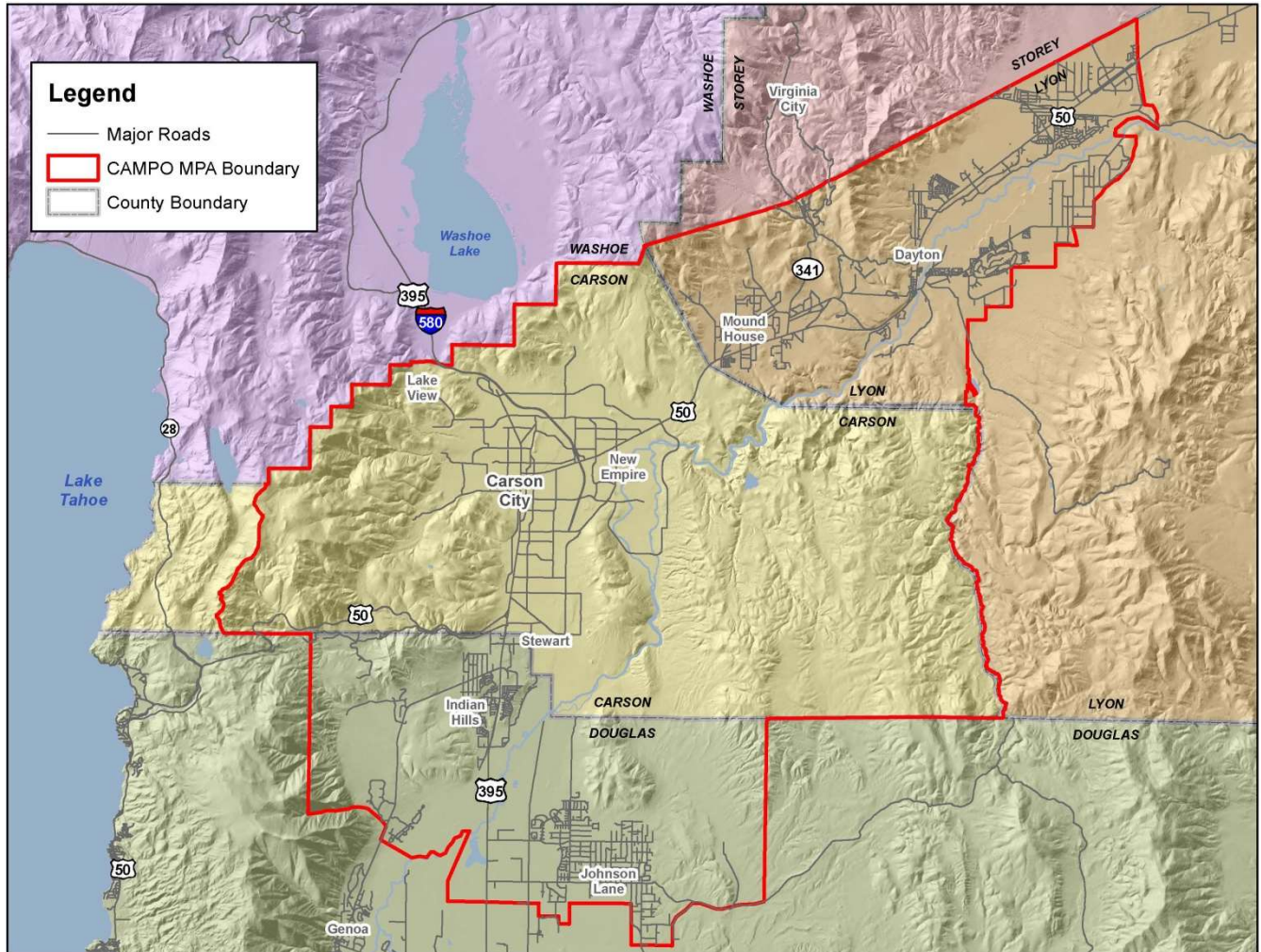
**Federal Fiscal Year 2023
October 1, 2022 to September 30, 2023**

This report was funded in part through grants from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation. The views and opinions of the Carson Area Metropolitan Planning Organization expressed herein do not necessarily state or reflect those of the U.S. Department of Transportation.

Introduction

As the designated Metropolitan Planning Organization (MPO) for the Carson City Area, the Carson Area Metropolitan Planning Organization (CAMPO) carries out transportation planning activities within the Metropolitan Planning Area (MPA). The MPA encompasses Carson City, excluding portions within the Tahoe Basin, a northern portion of Douglas County, and a western portion of Lyon County (shown in Figure 1). Additional information on CAMPO is available at www.CarsonAreaMPO.com.

Figure 1: CAMPO MPA



CAMPO is committed to compliance with the United States Code of Federal Regulations (C.F.R.) for MPOs. In accordance with 23 C.F.R. §450.334, MPOs must publish an annual listing of projects for which federal transportation funds were obligated in the preceding programmed year. Under 23 U.S.C. or 49 U.S.C. Chapter 53, this federal annual obligation report provides a list of all obligated transportation projects in the CAMPO area. The federal fiscal year (FFY) begins on October 1 and ends on September 30. The term obligated or obligation refers to the federal government’s funding commitment, as it relates to a specific project. Obligation does not necessarily refer to expenditure or completion of a project, nor represents the total cost of the project. For Federal Transit Administration (FTA) projects, obligation occurs when the FTA grant is awarded and available to be spent. For Federal Highway Administration (FHWA) projects, obligation occurs when there is an executed project agreement and a Notice to Proceed issued for a specific phase, such as design or construction. In both cases, obligation means the funds are available to use. Funds for transportation projects are programmed in CAMPO’s Federal Transportation Improvement Program (TIP).

Transportation Improvement Program (TIP)

The annual obligation report is derived from CAMPO’s Federal Fiscal Year 2023-2026 TIP. The TIP is a prioritized listing of federally funded projects or regionally significant projects regardless of funding source. The TIP covers a four-year period and is formally adopted by CAMPO. The TIP must be consistent with the Statewide Transportation Improvement Program (STIP) and must be updated at a minimum of every four years. CAMPO’s current TIP can be viewed at www.CarsonAreaMPO.com or <https://estip.nevadadot.com/>.

Federal Funding Types

Federal Highway Administration (FHWA)

Carbon 50K-200K	Carbon Reduction Program Funding – areas with population over 50,000 to 200,000
CDS	Congressionally Designated Funding
HIP	Highway Infrastructure Program (HIP) – Made up of two apportionments: FHWA N4510.826 & FHWA N4510.835; distributed to States, suballocated within States. Projects MUST be on the Federal Aid System, with few exceptions.
	HSIP Highway Safety Improvement Program
NHPP	National Highway Performance Program - The NHPP provides support for the condition and performance of the National Highway System (NHS), for the construction of new facilities on the NHS, and to ensure that investments of Federal-aid funds in highway construction are directed to support progress toward the achievement of performance targets established in a state’s asset management plan for the NHS.
RAISE	Rebuilding American Infrastructure with Sustainability and Equity - DOT competitive discretionary grant
SRTS	Safe Routes to School
STBG 5K-200K	Surface Transportation Block Grant Program (canceled) – areas with population over 5,000 to 200,000
STBG 50K-200K	Surface Transportation Block Grant Program – areas with

STBG Statewide	population over 50,000 to 200,000
TAP 5K-200K	Surface Transportation Block Grant Program – Statewide Transportation Alternatives Program (canceled) – areas with a population over 5,000 to 200,000
TAP 50K-200K	Transportation Alternatives Program – areas with a population over 50,000 to 200,000
TAP Flex	Transportation Alternatives Program (canceled) – funds flexed by the State DOT to small urban and rural areas
TIGER	Transportation Investment Generating Economic Recovery – DOT competitive discretionary grant

Department of Housing and Urban Development (HUD)

CDBG Community Development Block Grant

Federal Transit Administration (FTA)

5307	Urbanized Area Formula Grants – Section 5307 for small urban areas with a population between 50,000 and 200,000
5310	Enhanced Mobility of Seniors & Individuals with Disabilities – Section 5310 for small urban areas with a population between 50,000 and 200,000
5339	Bus and Bus Facilities – Section 5339 for small urban areas with a population between 50,000 and 200,000
5339(b)	Bus and Bus Facilities Discretionary Program – competitive program open to all urban and rural recipients eligible under Section 5307, as well as States and Indian Tribes

Table 1: FFY 2023 Federal Obligation Report – FHWA Projects List

Project ID	Lead Agency	Project Title	Project Type	Project Description	Phase	Federal Funding Type	TIP Programmed Federal Funds	Obligated in 2023	Federal Funding Remaining
XS20210011	NDOT	Western Nevada Safe Routes to Schools Program (TAP)	Active Transportation (Bike/Ped)	Non-infrastructure TAP funding to fund the Western Nevada Safe Routes to Schools Program	OTHER	TAP FLEX STBG	\$212,543	\$212,543	\$0
CC20210001	Carson City	District 3, Fifth Street	Preservation	Rehab and safety improvements to pavement and incorporate Complete Street Elements and landscaping	CON	Highway Infra 5k-200k STBG 5k-200k	\$259,119 \$1,007,881	\$259,119 \$1,007,881	\$0
XS20220006	Carson City	2021 Western Nevada Safe Routes to School Vulnerable User Pedestrian Safety Infrastructure Improvement Project	Active Transportation (Bike/Ped)	Improvements of sidewalk gap closures, bicycle enhancements, ADA compliant infrastructure, and intersection enhancements near school zones	PE	Congressionally Directed Spending	\$108,342	\$108,342	\$0
CC20180015	Carson City	Freeway Multi Use Path to Edmonds Sport Complex	Active Transportation	Project includes design and construction of a multi-use path along the freeway	CON	TAP FLEX STBG TAP 50K-200K	\$1,443,050 \$508,493	\$1,443,050 \$508,493	\$0

Table 2: FFY 2023 Federal Obligation Report – FTA Projects List

Project ID	Lead Agency	Project Title	Project Type	Project Description	Phase	Federal Funding Type	TIP Programmed Federal Funds	Obligated in 2023	Federal Funding Remaining
CC20230002	Carson Area MPO	FFY 2022 & FFY 2023 5310 FTA Apportionment	Transit - Other	Funding scoped (117-A1) to be used for capitalized operating	OTHER	FTA 5310 Elderly/Disabled Sm Urb Capital	\$381,999	\$381,999	\$0

Table 5.1 CAMPO FY 2023 and FY 2024 UPWP Cost/Funding Summary

Activity					Funding Breakdown, Overall FY 23 & FY 24				
Work Element	#	Description	Milestones (Excludes Ongoing/Recurring Milestones)	Estimated Completion Date	FY 2023	FY 2024	Total Cost		
1.0 MPO Administration	1.1	MPO Administration and Work Program Oversight			\$ 101,180	\$112,500	\$ 213,680		
	1.2	Unified Planning Work Program Oversight and Development	FY 2024/ FY 2025 Monetary Agreements FY 2025-2026 UPWP (Draft/ Final)	May 2023; May 2024 May 2024					
	1.3	Transportation Improvement Program (TIP) Administration	FFY 2023-2026 TIP Annual Federal Obligations Report	January 2023 December 2022; December 2023					
	1.4	Professional Development							
2.0 Outreach and Engagement	2.1	MPO Representation			\$ 60,000	\$32,000	\$ 92,000		
	2.2	Public Participation	CAMPO's Public Participation Plan (PPP) Update*	July 2023					
	2.3	Regional Transit Coordination and Engagement	Transit Rider Survey	June 2023					
			Transit Non-Rider Survey	June 2024					
2.4	Regional Consistency Review*								
3.0 Multimodal Planning	3.1	2050 Regional Transportation Plan (RTP)	RTP Modification and/or Amendment to incorporate completed planning activities and studies	March 2024	\$ 64,650	\$ 115,000	\$ 179,650		
			3.2	Transit Planning				JAC ADA Paratransit Eligibility Process	June 2024
								JAC Fixed-Route Policy	June 2024
								JAC Title VI Program Update	September 2022
								CAMPO DBE Program Update	September 2022
			FY 2022 & 2023 JAC Monitoring Report	September 2023					
	3.3	ITS Planning*	Carson Area Transportation System Management Plan	June 2023					
3.4	Active Transportation Planning	Review of local ordinances related to e-scooter/e-bicycles	Ongoing						
		Complete Streets Design Guide and Toolbox [†]	October 2023						
		Updated CAMPO Bicycle Route Map*	June 2024						
3.5	Updates to Supporting Regional Planning								
4.0 Transportation Performance and Asset Management*	4.1	Performance Measure Implementation and Management	Safety Performance Measure Targets	February 2023; February 2024	\$ 116,180	\$ 305,820	\$422,000		
			Public Transit Agency Safety Targets	December 2022; December 2023					
			Transit Asset Management Targets	October 2022; October 2023					
			Supporting NDOT's CMAQ Targets	October 2022; October 2023					
	4.2	Maintain Travel Demand Model*	2023 TDM Update	December 2023					
	4.3	Data Management, Collection, and Performance Measurement	Annual CAMPO Monitoring Report	September 2022; September 2023					
			Complete pavement survey for Lyon/Douglas County	September 2023					
		Annual performance reporting of pavement condition	July 2022; July 2023						
4.4	Maintain Pavement Management System	Expanded ADA inventory of narrowness barriers and ADA Transition Plan Amendment	June 2024						
4.5	Non-Motorized Asset Management	FFY 2023-2026 JAC Transit Asset Management Plan	October 2022						
5.0 Street and Corridor Planning**	5.1	Corridor Studies*	Participation and support for NDOT corridor planning	Ongoing	\$ 56,400	\$ 165,250	\$ 221,650		
			Local Road Safety Plan	January 2024					
			US Hwy 50 Corridor Study [†]	December 2024					
			N Carson Complete Streets Feasibility Study [†]	December 2025					
	5.2	Infrastructure Sustainability*	Assessment of and maps showing soil conditions within the CAMPO region	October 2023					
Total UPWP CPG/Local					\$ 398,410	\$ 730,570	\$1,128,980		
Total Other Federal/Local**					\$0	\$166,095	\$166,095		
Total 2-Year UPWP					\$ 398,410	\$ 896,665	\$ 1,295,075		

*Consultant involvement is expected; **Other funding sources; [†] Exempt from Local Match

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STAFF REPORT

Report To: The Carson Area Metropolitan Planning Organization (CAMPO)

Meeting Date: December 13, 2023

Staff Contact: Dan Kelsey, Transit Coordinator

Agenda Title: For Possible Action – Discussion and possible action regarding certification of the Public Transportation Agency Safety Plan (“PTASP”) and Federal Fiscal Year (“FFY”) 2024 Safety Performance Targets for the Jump Around Carson (“JAC”) Transit System.

Staff Summary: As an operator of a public transportation system that receives Section 5307 Federal Transit Administration (“FTA”) grant funds, JAC Transit is required to comply with the PTASP Final Rule (49 CFR Part 673) to maintain eligibility to receive federal transit funds. CAMPO, as a direct recipient of these funds for JAC Transit, is required to annually review and certify that the PTSAP is in place, as well as provide the Nevada Department of Transportation safety performance targets to be integrated into CAMPO’s long-range planning process.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve certification of the Public Transit Agency Safety Plan, including the Federal Fiscal Year 2024 Safety Performance Targets for the JAC Transit System from page 5 of the PTASP, as presented.

Background/Issues & Analysis

The FTA published the PTASP Final Rule on July 19, 2018, which requires certain operators of public transportation systems that receive federal transit funds under FTA’s Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems (“SMS”).

Current Federal regulations require that the PTASP be reviewed, updated, and certified annually, incorporating any revisions to safety performance targets. These safety performance targets must be incorporated into the Metropolitan Planning Organization’s long-range planning processes and documents.

CAMPO’s PTSAP for JAC Transit relies heavily on established processes and procedures that have been implemented by our contract operator, First Transit. The plan integrates First Transit’s SMS with Carson City’s operational and organizational structure to continue JAC’s longstanding history of exceptional safety performance. Revisions to the PTASP are listed in Table 1, below.

Table 1. PTASP Updates

Version Number and Updates			
<i>Record the complete history of successive versions of this plan.</i>			
Version Number	Section/Pages Affected	Reason for Change	Date Issued
Original	All pages are original	First Official version of Safety Plan	December 9, 2020
2	Sections 1, 2, 3, & 4	Recertification of Document with changes noted below: - Updating names and titles throughout document to reflect current staffing. - Section 3: Adjusted definition of "event" to match that of NTD Reduced Reporter policy manual. Reduced "Safety Events" target from 3 to 2. Reduced "Injuries/VRM" target from .00002 to .00001.	December 8, 2021
3	Sections 2, 3	Recertification of Document with changes noted below. -Updated Approval Section to reflect addition of Frontline Employee review and certification. -Updated performance targets to reflect FFY 2023 goals.	December 14, 2022
4	Sections 1, 3	Recertification of Document with changes noted below. -Updated Chief Safety Officer -Updated Approval Section with new Frontline Employee -Updated performance targets to reflect FFY 2024 goals.	

The proposed Safety Performance Targets for FFY 2024 are provided on page 5 of the PTASP and shown in Table 2 below. During FFY 2023 there were no fatalities or major injuries reported. Due to increasing mileage of vehicles, the System Reliability targets for FFY 2024 were lowered from 3,500 miles to 3,000 miles for Fixed Route vehicles and from 4,500 miles to 4,000 miles for Paratransit vehicles.

Table 2. Safety Performance Targets

Safety Performance Targets
<i>Specify performance targets based on the safety performance measures established under the National Public Transportation Safety Plan.</i>
<p>Jump Around Carson worked to set Safety Performance Targets that reflect the importance of safety at Jump Around Carson. Using the incidence of fatalities, injuries, and safety events per Vehicle Revenue Mile will allow Jump Around Carson to assess the level of safety of the transit system as a whole. For FFY 2023, Jump Around Carson has chosen to continue FFY 2022's strong safety targets that show a commitment to zero fatalities and zero injuries.</p> <ul style="list-style-type: none"> • <i>Fatalities, and Fatalities per Vehicle Revenue Mile:</i> Total number of reportable fatalities and Rate of Fatalities per total vehicle revenue miles (VRM), by mode. <ul style="list-style-type: none"> ○ JAC's performance target will be zero fatalities. • <i>Injuries, and Injuries per Vehicle Revenue Mile:</i> Total number of reportable injuries and Rate of Injuries per total vehicle revenue miles (VRM), by mode. <ul style="list-style-type: none"> ○ JAC's performance target will be zero injuries for the year, and .00002 injuries per VRM (1 injury per 50,000 VRM) for fixed route and .00001 injuries per VRM (1 injury per 100,000 VRM) for paratransit. • <i>Safety Events, and Safety Events per Vehicle Revenue Mile:</i> Total number of reportable events (Event, as defined in the 2021 NTD Reduced Reporter Policy Manual) and rate of reportable events per total vehicle revenue miles (VRM), by mode.

- JAC's performance target will be two (2) safety events in total for the year for fixed route and one (1) safety event for paratransit for the year. The goals per Vehicle Revenue Mile will be .00001 safety events per VRM (1 Safety Event per 100,000 VRM) for fixed route and .00001 safety events per VRM (1 Safety Event per 100,000 VRM) for paratransit.
- *System Reliability*: Mean (or average) distance in miles between major mechanical failures, by mode.

	Fatalities	Injuries	Safety Events	System Reliability	Fatalities / VRM	Injuries / VRM	Safety Events / VRM
Fixed Route	0	0	2	3,000	0	0.00001	0.00001
Paratransit	0	0	1	4,000	0	0.00001	0.00001

Applicable Statute, Code, Policy, Rule or Regulation

49 U.S.C. § 5329; 23 CFR Part 450, Subpart C; 49 CFR Part 673

Financial Information

Is there a fiscal impact? Yes No

If yes, Fund Name, Account Name / Account Number:

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: There is no fiscal impact associated with certifying the plan, establishing targets, or exceeding/not meeting/meeting established performance targets.

Supporting Material

-Exhibit-1: CAMPO's Public Transit Agency Safety Plan for Jump Around Carson Transit

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

 (Vote Recorded By)

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Jump Around Carson (JAC) Transit System

**Federal Fiscal Year 2024
PUBLIC TRANSPORTATION AGENCY SAFETY PLAN
(PTASP)**



1. Transit Agency Information

Transit Agency Name	Jump Around Carson (JAC)		
Transit Agency Address	3505 Butti Way, Carson City, NV 89701		
Name and Title of Accountable Executive	Christopher Martinovich, Transportation Manager		
Name of Chief Safety Officer	Dan Kelsey, Transit Coordinator		
Mode(s) of Service Covered by This Plan	Fixed Route; Complementary Paratransit	List All FTA Funding Types (e.g., 5307, 5310, 5311)	5307, 5310, 5339
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Fixed Route; Complementary Paratransit		
Does the agency provide transit services on behalf of another transit agency or entity?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Description of Arrangement(s) N/A
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	N/A		

2. Plan Development, Approval, and Updates

Name of Entity That Drafted This Plan	Jump Around Carson	
Signature by the Accountable Executive	Signature of Accountable Executive	Date of Signature
		12/13/2022
Approval by the Board of Directors or an Equivalent Authority	Signature/Name of Individual/Entity That Approved This Plan	Date of Approval
	Lori Bagwell, Chair, Carson Area Metropolitan Planning Organization	12/13/2022
	Relevant Documentation (title and location)	
	The Carson Area Metropolitan Planning Organization Board certified this plan as so indicated by the signature of the Board Chair on the date noted above and confirmed by meeting minutes from December 13, 2023 available on CAMPO's website.	
Certification of Compliance	Name of Individual/Entity That Certified This Plan	
	Christopher Martinovich, Accountable Executive	
	Relevant Documentation (title and location)	
	Transportation Manager, Carson Area Metropolitan Planning Organization	
Certification by Frontline Employees on developing and updating the ASP	Name of Individual/Entity That Certified This Plan	Date of Certification
		12/13/2023
	Michael Peoples	
	Relevant Documentation (title and location)	
	General Manager, First Transit, Carson City	12/13/2023

Version Number and Updates			
<i>Record the complete history of successive versions of this plan.</i>			
Version Number	Section/Pages Affected	Reason for Change	Date Issued
Original	All pages are original	First Official version of Safety Plan	December 9, 2020
2	Sections 1, 2, 3, & 4	Recertification of Document with changes noted below. - Updating names and titles throughout document to reflect current staffing. - Section 3: Adjusted definition of "event" to match that of NTD Reduced Reporter policy manual. Reduced "Safety Events" target from 3 to 2. Reduced "Injuries/VRM" target from .00002 to .00001.	December 8, 2021

Version Number	Section/Pages Affected	Reason for Change	Date Issued
3	Sections 2, 3	Recertification of Document with changes noted below. -Updated Approval Section to reflect addition of Frontline Employee review and certification. -Updated performance targets to reflect FFY 2023 goals.	December 14, 2022
4	Sections 1, 2, 3	Recertification of Document with changes noted below. -Updated Chief Safety Officer -Updated Approval Section with new Frontline Employee -Updated performance targets to reflect FFY 2024 goals.	December 13, 2023

Annual Review and Update of the Public Transportation Agency Safety Plan

Describe the process and timeline for conducting an annual review and update of the Public Transportation Agency Safety Plan.

The Accountable Executive and Chief Safety Officer will review the plan each year during the fourth quarter of the federal fiscal year and make changes and updates as necessary, including annually establishing safety performance measures. Further updates will be made at any point when information, processes, or activities required under 49 CFR 673 undergo significant changes.

3. Safety Performance Targets

Safety Performance Targets

Specify performance targets based on the safety performance measures established under the National Public Transportation Safety Plan.

Jump Around Carson worked to set Safety Performance Targets that reflect the importance of safety at Jump Around Carson. Using the incidence of fatalities, injuries and safety events per Vehicle Revenue Mile will allow Jump Around Carson to assess the level of safety of the transit system as a whole. For FFY 2023, Jump Around Carson has chosen to continue FFY 2022's strong safety targets that show a commitment to zero fatalities and zero injuries.

- **Fatalities, and Fatalities per Vehicle Revenue Mile:** Total number of reportable fatalities and Rate of Fatalities per total vehicle revenue miles (VRM), by mode.
 - JAC's performance target will be zero fatalities.
- **Injuries, and Injuries per Vehicle Revenue Mile:** Total number of reportable injuries and Rate of Injuries per total vehicle revenue miles (VRM), by mode.
 - JAC's performance target will be zero injuries for the year, and .00002 injuries per VRM (1 injury per 50,000 VRM) for fixed route and .00001 injuries per VRM (1 injury per 100,000 VRM) for paratransit.
- **Safety Events, and Safety Events per Vehicle Revenue Mile:** Total number of reportable events (Event, as defined in the 2021 NTD Reduced Reporter Policy Manual) and rate of reportable events per total vehicle revenue miles (VRM), by mode.
 - JAC's performance target will be two (2) safety events in total for the year for fixed route and one (1) safety event for paratransit for the year. The goals per Vehicle Revenue Mile will be .00001 safety events per VRM (1 Safety Event per 100,000 VRM) for fixed route and .00001 safety events per VRM (1 Safety Event per 100,000 VRM) for paratransit.
- **System Reliability:** Mean (or average) distance in miles between major mechanical failures, by mode.

	Fatalities	Injuries	Safety Events	System Reliability	Fatalities / VRM	Injuries / VRM	Safety Events / VRM
Fixed Route	0	0	2	3,000	0	0.00001	0.00001
Paratransit	0	0	0	4,000	0	0.00001	0.00001

Safety Performance Target Coordination

Describe the coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.

JAC, as the transit provider operating under an agreement between the Consolidated Municipality of Carson City, the Carson City Regional Transportation Commission, and the Carson Area Metropolitan Planning Organization (CAMPO), coordinates the selection of its safety performance targets with the Nevada Department of Transportation (NDOT) on an ongoing basis through participation in the Planning Executive Group. NDOT works closely with the MPO and transit provider to develop the safety performance targets.

Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
	Nevada Department of Transportation	12/14/2023
Targets Transmitted to the Metropolitan Planning Organization(s)	Metropolitan Planning Organization Name	Date Targets Transmitted
	Carson Area Metropolitan Planning Organization	12/13/2023

4. Safety Management Policy

Safety Management Policy Statement

Include the written statement of safety management policy, incorporating safety objectives.

JAC, CAMPO, and Carson City are committed to the safe operation and administration of a public transit system that offers reliable, accessible, and convenient service. Implementation of this agency safety plan is done for federal compliance purposes. Implementation is also to be used as an administrative management process that combines the actions of agency communication, safety, and performance measurement with the desired outcome of a safe and reliable transit system. It is believed that implementing this Agency Safety Plan (ASP) will allow us to meet our overarching objective of providing safe, efficient, reliable, and accessible public transit to the Carson City area and its residents. JAC is committed to achieving this objective through the following methods:

- Communication of purpose and benefits of the Safety Management System (SMS) to all staff, managers, supervisors, and employees.
- Provide appropriate management involvement and the necessary resources to establish an effective employee safety reporting program (ESRP) that will encourage employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team.
- Provide a culture of open reporting of all safety concerns, ensuring that no action will be taken against any employee who discloses a safety concern through the ESRP, unless such disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures.
- Identify hazardous and unsafe work conditions and analyze data from the ESRP. After thoroughly analyzing relevant data, managers and key staff will develop processes and procedures to mitigate any identified safety risk to an acceptable level.
- Establish safety performance targets that are realistic, measurable, and data driven. Continually improve safety performance through management processes that ensure appropriate safety management action is taken and is effective.

Christopher Martinovich, Transportation Manager and Accountable Executive

Safety Management Policy Communication

Describe how the safety management policy is communicated throughout the agency's organization. Include dates where applicable.

The Chief Safety Officer and Account Executive will work with JAC's contract operator to communicate the Safety Management Policy as referenced on page 7 of Appendix 1, "Communication of Local Safety Concerns". The Chief Safety Officer and Account Executive will work with the Location Safety Manager and General Manager to ensure the Location Safety Manager compiles all safety reports referenced on page 7 of Appendix 1 and will be debriefed on any issues brought forth during the Safety Solutions Team meetings. All safety reports will be transmitted to the Chief Safety Officer, as described in Section 8 of this ASP, to be retained for a minimum of three (3) years.

Authorities, Accountabilities, and Responsibilities	
<i>Describe the authorities, accountabilities, and responsibilities of the following individuals for the development and management of the transit agency's Safety Management System (SMS).</i>	
Accountable Executive	<p>Carson City/CAMPO's Transportation Manager serves as the Accountable Executive for JAC and has the following authorities, accountabilities, and responsibilities under this plan:</p> <ul style="list-style-type: none"> • Designates an adequately trained Chief Safety Officer who is a direct report. • Ensures that JAC's SMS is effectively implemented by Jump Around Carson staff and the contract operator. • Maintains responsibility for carrying out JAC's Transit Asset Management Plan.
Chief Safety Officer	<p>The Accountable Executive designates the Transit Coordinator as the Chief Safety Officer. The Chief Safety Officer has the following authorities, accountabilities, and responsibilities under this plan:</p> <ul style="list-style-type: none"> • Ensures and oversees contract operator's day-to-day implementation and operation of JAC's SMS. • Advises the Accountable Executive on SMS progress and status. • Identifies substandard performance in JAC's SMS and develops action plans for approval by the Accountable Executive. • Ensures JAC policies are consistent with JAC's safety objectives.
Agency Leadership and Executive Management	<p>Agency leadership and executive management have authorities and responsibilities for day-to-day SMS implementation and operation of JAC's SMS under this plan. Carson City contract operator leadership and executive management include the following positions:</p> <ul style="list-style-type: none"> • Contract operator location General Manager • Contract operator location Operations Manager/Safety Manager <p>Leadership and management personnel have the following authorities, accountabilities, and responsibilities:</p> <ul style="list-style-type: none"> • Participate as members of JAC's Safety Solutions Team (SST) as defined on page 22 of Appendix 1 • Complete training on SMS and JAC's ASP elements. • Oversee day-to-day operations of the SMS. • Modify policies in their departments consistent with implementation of the SMS, as necessary.
Key Staff	<p>Additional Key staff include Contract Operator representatives, as listed in Appendix 1, page 10: Vice President of Safety – First Transit Senior Director of Safety Region Safety Director – West Region Region Safety Manager – West Region Please refer to page 11 of Appendix 1 for the Safety Responsibility and Task Matrix for local contract operator staff.</p>
Employee Safety Reporting Program	
<i>Describe the process and protections for employees to report safety conditions to senior management. Describe employee behaviors that may result in disciplinary action (and therefore, are excluded from protection).</i>	
<p>Jump Around Carson has implemented the ESRP found on page 14 of Appendix 1. Possible behaviors that may result in disciplinary action can be found on page 18 of Appendix 1.</p>	

5. Safety Risk Management

Safety Risk Management Process

Describe the Safety Risk Management process, including:

- *Safety Hazard Identification: The methods or processes to identify hazards and consequences of the hazards.*
- *Safety Risk Assessment: The methods or processes to assess the safety risks associated with identified safety hazards.*
- *Safety Risk Mitigation: The methods or processes to identify mitigations or strategies necessary as a result of safety risk assessment.*

The Safety Risk Management process is outlined in Appendix 1, beginning on page 22, and includes:

- Safety Hazard Identification: Beginning on page 23 of Appendix 1
- Safety Risk Assessment: Beginning on page 25 of Appendix 1
- Safety Risk Mitigation: Beginning on page 27 of Appendix 1

The Location General Manager will communicate to the Chief Safety Officer as items move through the Safety Hazard Identification process into the Safety Risk Assessment and the Safety Risk Mitigation process. This will keep the Chief Safety Officer aware of any potential safety issues as they are happening.

6. Safety Assurance

Safety Performance Monitoring and Measurement
<i>Describe activities to monitor the system for compliance with procedures for operations and maintenance.</i>
The Chief Safety Officer will work with the Location General Manager and Location Safety Manager to ensure compliance as indicated on page 28 of Appendix 1, and will routinely audit the SMS to ensure compliance, including at minimum, annually.
<i>Describe activities to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended.</i>
<p>The Chief Safety Officer and Location Safety Manager will review the performance of individual safety risk mitigations during Safety Solutions Team meetings and driver meetings. The Chief Safety Officer and Location Safety Manager will jointly determine if a specific safety risk mitigation has not been implemented or is not performing as intended. If the mitigation has not been implemented or is not performing as intended, the Safety Solutions Team will propose a course of action to modify the mitigation or take other action to manage the safety risk. The Chief Safety Officer will approve or modify this proposed course of action, will document the approval, and will oversee its execution.</p> <p>The Chief Safety Officer and Safety Solutions Team monitor JAC's operations to identify mitigations that may be ineffective, inappropriate, or not implemented as intended.</p> <p>The Chief Safety Officer works with the Safety Solutions Team and communicates with the Accountable Executive to carry out and document all monitoring activities.</p>
<i>Describe activities to conduct investigations of safety events to identify causal factors.</i>
The Chief Safety Officer, along with the contract operator, will conduct investigations according to the processes described on page 29 of Appendix 1. The results of any investigations will be documented by the Chief Safety Officer and retained for a minimum of three (3) years.
<i>Describe activities to monitor information reported through internal safety reporting programs.</i>
The Chief Safety Officer, along with the contract operator, will monitor information reported according to the processes described on page 30 of Appendix 1. Monitoring information will be used to inform the annual review and update of this ASP and annual performance measure target setting.

7. Safety Promotion

Competencies and Training

Describe the safety training program for all agency employees and contractors directly responsible for safety.

The Chief Safety Officer, upon hire, will be trained on all relevant policies and procedures by the Accountable Executive and will undergo refresher training annually along with an annual review of the ASP. Training for agency employees will be conducted according to the training program beginning on page 36 of Appendix 1. The Chief Safety Officer will work with the Location Safety Manager to ensure all training is being done in a timely fashion for all affected employees. JAC staff (Carson City Public Works Department, Transportation Division) will be required to review this ASP, including information on hazards and safety risks relevant to employees' roles and responsibilities annually.

Safety Communication

Describe processes and activities to communicate safety and safety performance information throughout the organization.

JAC will utilize the processes and activities outlined on page 43 of Appendix 1 to communicate safety and safety performance information throughout Jump Around Carson. The Chief Safety Officer will work closely with the Safety Solutions Team to ensure reciprocal communication between Carson City and the contract operator.

8. Additional Information

Supporting Documentation

Include or reference documentation used to implement and carry out the Safety Plan that are not included elsewhere in this Plan.

Supporting documentation can be found at page 45 of Appendix 1. ASP documentation will be maintained for a minimum of three years. JAC will provide these documents to the FTA and other federal/state entities upon request. The Chief Safety Officer will maintain on file Safety Solutions Team minutes, information collected as part of the hazard identification process, completed Daily Safety & Health Walkthrough and Checklist forms and additional information collected or created for a period of three years from the date of generation. SMS documentation and records will also be readily available to those with accountabilities for SMS performance or responsibilities for SMS implementation and operation. Below is a categorized list of information and documentation that may be kept as part of the ASP file:

- Existing safety performance measures (under NTD)
- Casualties
 - Fatalities (customers, employees, and the public)
 - Injuries (customers, employees, and the public)
- Property damage
- Reportable events (Accidents) found in Safety Toolbox (pg. 28 of Appendix 1)
 - Collisions (vehicle-to-vehicle, vehicle-to-person, vehicle-to-object)
 - Collisions at grade-crossings
 - Fires
 - Evacuations for life safety reasons
- Results from reportable event (accident) investigations found in Safety Toolbox (pg. 28 of Appendix 1)
 - Probable cause
 - Contributing factors
 - Corrective actions
- Safety risk management and monitoring information
 - Safety Responsibility and Task Matrix (pg. 11 of Appendix 1)
 - Daily Safety & Health Walkthrough & Checklist (pg. 24 of Appendix 1)
 - Hazard Recognition Manual (pg. 24 of Appendix 1)
 - Facility Parking Risk Management Assessment (pg. 25 of Appendix 1)
 - On-Board Video Technology (pg. 25 of Appendix 1)
 - Risk Assessment Matrix (pg. 25 of Appendix 1)

Relation to the Transit Asset Management (TAM) Plan:

While there are no formal requirements linking TAM and SMS, there are many opportunities to share information and analysis between the two processes, thus improving actions and decision-making agency wide. The following are key linkages between the two plans:

- The Accountable Executive reviews and approves both the TAM and ASP plans.
- Condition assessments, which are required under the TAM rule, can identify potential safety issues. The result of a condition assessment required under the TAM rule may compel JAC to perform risk assessment and quality assurance in accordance with SMS, for facilities, equipment, rolling stock, and infrastructure in poor condition.
- TAM data and analysis can be used for performance monitoring and measurement in safety assurance.
- The outcome of a safety risk assessment in SRM, or safety performance monitoring and measurement in safety assurance, could inform resources for TAM, and the prioritization of an asset for repair or replacement.
- The outcome of a safety risk assessment in SRM, or safety performance monitoring and measurement in safety assurance, could inform resources for TAM.

9. Definitions of Special Terms Used in the Safety Plan

JAC incorporates all of FTA's definitions listed in 49 CFR § 673.5 of the Public Transportation Agency Safety Plan regulation.

Term	Definition
Accident	An Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
Accountable Executive	A single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan, in accordance with 49 U.S.C. 5326
Equivalent Authority	An entity that carries out duties similar to that of a Board of Directors for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan
Event	Any Accident, Incident, or Occurrence
Hazard	Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment
Incident	An event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency
Investigation	The process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk
National Public Transportation Safety Plan	The plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53
Occurrence	An Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency
Operator (of a public transportation system)	A provider of public transportation as defined under 49 U.S.C. 5302
Performance Measure	An expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets
Performance Target	A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA

Term	Definition
Public Transportation Agency Safety Plan (or Agency Safety Plan)	The documented comprehensive Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673
Risk	The composite of predicted severity and likelihood of the potential effect of a hazard
Risk Mitigation	A method or methods to eliminate or reduce the effects of hazards
Safety Assurance	The processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information
Safety Management Policy	A transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees regarding safety
Safety Management System	The formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards
Safety Performance Target	A performance target related to safety management activities
Safety Promotion	A combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system
Safety Risk Assessment	The formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks
Safety Risk Management	A process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk
Serious Injury	Any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date when the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface
Transit Agency	An operator of a public transportation system
Transit Asset Management Plan	The strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625

10. List of Acronyms in the Safety Plan

Acronym	Definition
ASP	Agency Safety Plan
CAMPO	Carson Area Metropolitan Planning Organization
CFR	Code of Federal Regulations
ESRP	Employee Safety Reporting Program
FFY	Federal Fiscal Year
FTA	Federal Transit Administration
JAC	Jump Around Carson
MPO	Metropolitan Planning Organization
NDOT	Nevada Department of Transportation
NTD	National Transit Database
SMS	Safety Management System
SST	Safety Solutions Team
TAM	Transit Asset Management
VRM	Vehicle Revenue Mile

Appendix 1

First Transit Agency Safety Plan



First Transit Agency Safety Plan

1. Transit Agency Information

Transit Agency Name	First Transit		
Transit Agency Address	600 Vine Street, Ste. 1400 Cincinnati, Ohio, U.S. 45202		
Name and Title of Accountable Executive	David Perez, Vice President of Safety – First Transit		
Name of Chief Safety Officer or SMS Executive	Paul Meredith, Senior Director of Safety		
Mode(s) of Service Covered by This Plan	Transit Bus	List All FTA Funding Types (e.g., 5307, 5310, 5311)	
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	<p>First Transit is a business unit of First Group America, the U.S. based North American Operating Unit of FirstGroup plc (First Group), a United Kingdom-based passenger transportation company. First Group is the U.K.'s largest bus operator, with a fleet of more than 9,000 vehicles, and also one of the U.K.'s leading train operators.</p> <p>First Transit services the U.S. transportation industry through two unique service approaches: <u>Transit Contracting</u>, and <u>Transit Management</u>. With these two service approaches, First Transit has participated on assignments of all types, sizes and scopes throughout the world.</p> <p><u>Transit Contracting</u> provides the design, implementation and operation of flexible, cost-effective transportation systems throughout the United States. Transit Contracting provides a turnkey or tailored service approach that supplies all or most components of operations including equipment, facilities, staffing, management and so forth. Such operational experience encompasses dial-a-ride, shared-ride taxi, services for the elderly and persons with disabilities, airport shuttle, commuter express, and fixed route service.</p> <p><u>Transit Management Services</u> provides resident teams to manage public transit systems in various locations throughout the United States. Our approach to excellence combined with our teams' experience has yielded unmatched operating results and awards in the industry.</p> <p>First Transit offers a unique six-part approach to our <u>Safety Management System (SMS)</u></p> <ul style="list-style-type: none"> • Location Management Team (General Manager, Safety Manager) • Region Staff (Region Safety Manager, Region Safety Director, Region Maintenance Director & Region Vice President) 		



	<ul style="list-style-type: none"> • Senior Director of Safety • Vice President of Safety • Vice President of Maintenance • President <p>A <u>Resident Management Team</u> is assigned to each location consisting of, in part, a Location General Manager (LGM) and a Location Safety Manager (LSM).</p> <ul style="list-style-type: none"> • The LGM participates fully with the client to ensure the operation is running effectively and acts as mediator when safety related problems arise. The LGM is also responsible for ensuring implementation of the National Safety Program. • The LSM routinely is in contact with the operation and is responsible for ensuring their locations have the current safety programs in place; auditing local safety efforts; reviewing all accident and injury claims; reviewing performance statistics; and coordinating corporate assets to address specific deficiencies found on the local level. <p>Our <u>Region Staff</u> consists of a Region Safety Manager, Region Safety Director, Region Maintenance Director, Region Director of Operations, Region Vice Presidents.</p> <ul style="list-style-type: none"> • The Region Maintenance Director, The Region Director of Operations and Region Vice Presidents are responsible for the oversight of all First Transit locations within the region. They provide direction and assistance to location managers, including P&L, budgets, and personnel. • The Region Safety Manager and Region Safety Director ensures management services are provided according to local governing board policies, as well as maintaining quality and client satisfaction, and their locations have the current safety programs in place. <p>The <u>Vice President of Safety</u> provides oversight for each individual region of First Transit. This person works with each Region Safety Manager and Region Director of Safety to ensure First Transit is in compliance with all FTA and DOT regulations.</p> <p>The <u>Vice President of Maintenance</u> provides technical assistance, training, and “best practices” information to all of First Transit’s managed systems.</p> <p>The <u>President of First Transit</u> works closely with the Vice President of Safety - First Transit and Vice President of Maintenance. All safety processes are reviewed and approved before any decision regarding safety is approved.</p>			
<p>Does the agency provide transit services on behalf of another transit agency or entity?</p>	<p>Yes X</p>	<p>No</p>	<p>Description of Arrangement(s)</p>	<p>FGA operates 335 contracts throughout North America to provide fixed-route and paratransit public bus service for state transportation departments and administrations; transit agencies; and universities.</p>



Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	
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2. Plan Development, Approval, and Updates

Name of Entity That Drafted This Plan <i>(Location Code)</i>	First Transit: Loc #52753-Carson City	
Signature by the Accountable Executive <i>(Location General Manager)</i>	Signature of Accountable Executive	Date of Signature
		9/17/2020
Approval by the Board of Directors or an Equivalent Authority <i>(Local Contract Authority)</i>	Name of Individual/Entity That Approved This Plan	Date of Approval
	Relevant Documentation (title and location)	
Certification of Compliance	Name of Individual/Entity That Certified This Plan	Date of Certification
	<i>(Client Approver)</i>	
	Relevant Documentation (title and location)	
	<i>(First Transit Safety Plan and other Client Documentation)</i>	



Version Number and Updates

Record the complete history of successive versions of this plan.

Version Number	Section/Pages Affected	Reason for Change	Date Issued
Original	All pages are original version	First Official version of Safety Plan	May 2019

Annual Review and Update of the Public Transportation Agency Safety Plan

Describe the process and timeline for conducting an annual review and update of the Public Transportation Agency Safety Plan.

At First Transit, review of safety practices is an ongoing process, not one limited to scheduled reviews. As policies/procedures and training techniques change throughout the year they are updated and communicated throughout the organization. All changes are reviewed and approved by the Senior Director of Safety and the Vice President of Safety – First Transit.

Prior to the beginning of each fiscal year, First Transit’s Safety Plan is reviewed by Executive management and revised based on the safety data collected and analyzed, and changes to policies and procedures made throughout the year. The revised plan is then disseminated to all First Transit locations for implementation.

3. Safety Performance Targets

Safety Performance Targets

Specify performance targets based on the safety performance measures established under the National Public Transportation Safety Plan.

Safety Targets are established in the main Agency Safety Plan, above.

4. Safety Management Policy



Safety Management Policy Statement

Include the written statement of safety management policy, incorporating safety objectives.

At First Transit, safety is more than a policy statement. Management believes that working safely promotes quality, productivity, and profitability. Prevention of collisions and personal injuries is of critical importance to everyone. Management is committed to providing a safe workplace, the proper training, protective equipment, and a work environment conducive to safe practices and policies.

All employees are required to perform their duties safely and with concern for the safety of our passengers, other employees and the public. **First Transit will not perform any service, nor transport or use a product, unless it can be done safely.**

First Transit employs a company-wide safety concept, “**BeSafe**”. The main purpose of BeSafe is to reduce collisions and injuries by increasing the communications between employees and managers about safety related issues. As part of this process, employees of all levels are encouraged to initiate reports of any near miss, route and security hazards, or any unsafe condition. When a report about a safety or security concern is filed, it is investigated, which includes follow-up with the reporting employee regarding the resolution of the report.

First Transit will not retaliate against nor impose any other form of retribution on any employee because of his or her good faith reporting of a safety issue/concern, another person’s suspected violation of Company policies or guidelines, or any alleged violations of federal, state or local laws.

To ensure that each employee understands and performs their job functions in the BeSafe manner, the **BeSafe Handbook**, is issued to each employee and sized to fit in the safety lanyard or vest, which each employee must wear while on duty.



The **BeSafe Principles** provide the basic truths and fundamentals about working safely in our workplace and on our vehicles. All First Transit employees are expected to adopt these principles and put them into practice. Together a safe work environment is created, free from injury to each other and our passengers.

The motto for the BeSafe Principles is: “**Think Safe, Act Safe, BeSafe.**” This motto is each employee’s instruction to work safely at all times.

If an employee feels they cannot perform a task safely, they don’t perform the task. The employee has been trained and encouraged to stop work and immediately advise management of issues preventing them from working safely and what would be required to perform the task safely.

The BeSafe Principles include:

- **Prevent injury to myself and others.**
 - Be aware of any hazardous condition or practice that may cause injury to people, damage to property, or the environment.
 - Use the BeSafe Handbook to record and report.
- **Perform all necessary safety checks and risk assessments of the work area and job to be performed before any work begins.**
 - Speak to management **before** work is started if unsure of the required safety and risk assessments.
- **Follow all safety procedures, signs and instructions.**
 - If these are not understood, speak to management before work begins.
- **Keep work area clean and tidy at all times.**
 - Untidy areas could cause injury to the employee or their colleagues and waste time and energy.
- **Wear protective clothing and equipment (PPE) as required.**
 - Keep PPE in good working order, wear it correctly and ask for a replacement if it becomes damaged or unfit for use.
- **Use only the correct tools and equipment authorized and trained to use for the job.**
 - Check that they are in good condition before use and use them safely.
- **Only adjust and repair any piece of work equipment trained on and authorized to do so.**
 - Never modify any equipment that changes the designed use of the equipment or alters a safety feature.
- **Assess any load and capability to move it before lifting.**
 - Get help with any heavy or awkward items and follow the correct lifting techniques.
- **Report all injuries, incidents and near misses to management.**
 - Seek help immediately and first aid (if necessary).
- **Tell management of any suggestions to prevent injuries in the workplace**
 - Note suggestions made and discuss with management.

The official policy that reflects First Transit’s commitment to safety is included as **Attachment A**.

Safety Management Policy Communication

Describe how the safety management policy is communicated throughout the agency’s organization. Include dates where applicable.



Communication of Local Safety Concerns

The Location Safety Manager is at the center of the local safety communication process and is responsible for compiling safety reports to include the following:

- Accident and injury data for previous month
- Security incident data
- Safety and security audit data and recommendations
- Safety Solutions Team (SST) meeting minutes
- BeSafe near miss and hazard reporting

This person reports directly to the Location General Manager (LGM) and routinely meets formally with the LGM, one-on-one, to provide updates on safety issues, safety priorities, and hazard management. The Location Safety Manager (LSM) also meets informally with the LGM to provide updates on safety issues on an as-needed basis.

The Location Safety Manager also participates in the Safety Solutions Team (SST) meetings to discuss safety priorities, safety issues, and hazard management, and to communicate safety-related information across all departments.

- The LSM and the LGM have the authority to correct or suspend work for conditions determined to be unsafe, or pose a hazard to customers, employees, contractor employees, the general public, or endangers the safe passage of vehicles, until the unsafe condition or hazard can be mitigated or corrected.

The Region Safety Managers also conduct regular internal reviews of local operations. They are to ensure that each location is audited at least every two to three years, with high risk locations audited annually for compliance using the risk-based **Location Safety Review**.

Location Safety Review	
Category	Description
Scope of Safety Reviews	First Transit locations are selected based upon risk-based criterion. Individual locations receive a review every 2-3 years
Risk-Based Selection Criterion	Locations selected based on declining 3-year reviews; sites with new location managers; high collision/injury Accident Frequency Rate (AFR); prior year failing score



<p>Review Format</p>	<p>More narrow and focused audit template which includes a balance of compliance assurance as well as location-specific risks and safety performance.</p>
<p>Findings and Follow-Up</p>	<p>Action plans are developed in conjunction with location staff and use a red/yellow/blue/green method to prioritize. All action items are entered, and incomplete action items are tracked within the Safety Toolbox.</p> <div data-bbox="865 619 1289 989" style="text-align: center;"> <p>Strong</p> <p>Highly Effective</p> <p>Some Improvement Needed</p> <p>Much Improvement Needed</p> </div>
<p>Escalation Process</p>	<p>Items requiring escalation to Senior Director of Safety/Vice President of Safety – First Transit remain intact. Through the use of Safety Toolbox, unresolved actions are designed to escalate to the Location General Manager/Region Safety Manager.</p>
<p>Visibility</p>	<p>Review results and action items are routinely shared with the Location General Manager/Region Safety Manager/Executive Management. This is augmented by the escalation process for unresolved action items as noted above.</p>

Corporate Communication of Safety Concerns

Executive Safety Meetings are routinely held where each department discusses their concerns and progress in the area of safety and safety related concerns. Recommendations are considered, and necessary changes implemented. All complaints by departments are addressed immediately.

Minutes from the Executive Safety meeting are distributed to and posted at each location. Action items are addressed at the following meeting.

Executive safety meetings are conducted in the following formats.

First Group Executive Safety Committee (ESC)

- Consists of President, COO, and Safety Vice President of each operating group



- Discussions include safety performance, trend analysis, program oversight

First Group Safety Council

- Consists of Vice Presidents of Safety for all operating divisions
- Discussions include safety performance, trend analysis, and safety oversight

First Group America Safety Council

- Consists of Safety Senior Directors and Safety Vice Presidents
- Discussions include safety performance, trend analysis, best practices, and program oversight

Performance Review Management (PRM)

- Consists of Senior Region Vice Presidents, Region Vice Presidents, Region Directors of Operations, Region Director of Maintenance, Region Directors of Safety and Region Safety Managers
- Discussions include regions safety performance

Safety Advisory Committee

- Consists of a sampling of Location General Managers, Region Directors of Operations, Region Safety Directors and Region and Local Safety Managers
- Discussions include review of policy and procedures, training, and safety awareness



Authorities, Accountabilities, and Responsibilities

Describe the authorities, accountabilities, and responsibilities of the following individuals for the development and management of the transit agency's Safety Management System (SMS).

Accountable Executive	Carson City/CAMPO's Transportation Manager
Chief Safety Officer or SMS Executive	Carson City/CAMPO's Transit Coordinator
Agency Leadership and Executive Management	<p>Michael Jacobs, General Manager</p> <p>Paul Meredith, Senior Director of Safety</p>
Key Staff	<p>Vice President of Safety – First Transit</p> <p>Senior Director of Safety</p> <p>Region Safety Director – West Region</p> <p>Region Safety Manager – West Region</p> <p><i>*(Location Safety Managers)*</i></p>



Additional Accountability

(Local Staff Responsibility)

To ensure safety responsibility and accountability throughout the organization from local operations to corporate management, First Transit uses the following **Safety Responsibility and Task Matrix**. Responsibilities are assigned at the local level.

The responsibilities and tasks are assigned to Maintenance, Operations, or Human Resources and the responsible person for each is identified for each First Transit location.

This process ensures that the pertinent safety items are covered, and that each person knows his or her areas of responsibility.

Safety Responsibility and Task Matrix					
Responsibilities and Tasks	OPS	MNT	HR	OTHER	Responsible Personnel
Establish annual safety objectives for submission to the GM at the beginning of each fiscal year	X				
Submit a report on the safety performance at the end of each fiscal period	X				
Submit the following: period operations and safety data; accident and incident reports; and site safety review results	X				
The LGM or their designee has the authority to direct that work or conditions have been determined to be unsafe or pose a hazard to customers, employees, contractor employees, the general public, or endangers the safe passage of buses be suspended or restricted until the unsafe condition or hazard can be mitigated or corrected	X				
Management of system safety, occupational health					



	and safety, accident and incident investigation, environmental protection and monitoring the implementation of the Safety Management System (SMS) Program Plan	X				
	Review of all safety aspects of departmental procedures including: First Transit policies/instructions; Standard Operating Procedures; HR policies; safety and health policies	X				
	SMS Review and Modification				X	
	Safety Solutions Team Meetings	X				
	Daily Safety & Health Walkthrough	X				
	Safety related reports to external agencies	X				
	Near miss and route hazard report investigations	X				
	Investigation of safety related trends	X				
	Coordination with United States and State Departments of Labor and Occupational Safety and Health Administration (OSHA)	X				
	Environmental Management Oversight				X	
	Hazard Management Process				X	
	Managing Safety Validation of Change Process	X				
	Safety Data Reporting	X				



	Investigations	X				
	Advise to update SOPs, Rules, and Emergency Plans	X				
	Emergency Response	X				
	Fire Protection				X	
	Shop Safety Hazardous Tools Inspections		X			
	Review Vehicle Maintenance and Failure Data		X			
	Perform Vehicle Maintenance Inspections/Audits		X			
	Training, Certification, Review, and Audit	X				
	Personal Protective Equipment Review	X				
	Hazardous Materials Management				X	
	Drug and Alcohol Abuse Program	X				
	Procurement	X				



Employee Safety Reporting Program

Describe the process and protections for employees to report safety conditions to senior management. Describe employee behaviors that may result in disciplinary action (and therefore, are excluded from protection).

First Transit is committed to conducting business with honesty and integrity. Employees are encouraged to speak up and raise questions and concerns promptly about any situation that may violate our safety protocols, policies and procedures, the laws, rules, and regulations that govern our business operations.

Employees are expected to tell others when witnessing unsafe work practices or conditions. When employees are not comfortable discussing these unsafe conditions with fellow employees, they are encouraged to discuss the situation with management or report it in writing.

However, where the matter is more serious, or the employee feels that management has not addressed the concern, or they are not comfortable reporting to their immediate manager, they can report it to the next level manager, or the Region Safety Manager or Human Resources Manager. Employees may also directly file a written or verbal complaint by calling the confidential Ethics and Compliance Toll-free Hotline at 1.877.3CALLFG, (1.877.322.5534); contacting the Hotline intake site at ethicsfirst.ethicspoint.com; or emailing Compliance@firstgroup.com.

Retaliation against anyone who, in good faith, reports observations of unsafe or illegal activities; or who cooperates in any investigation of such report, is strictly prohibited and is not tolerated, regardless of the outcome of the complaint.

In other words, employees are protected for speaking up in good faith under this Policy. Any manager, or co-worker who retaliates against a complaining employee or anyone involved in an investigation of a complaint is subject to discipline and/or termination.

Managers are charged with assuring that they and their staff comply with the whistleblower protections and that no retaliation occurs because of a reported safety related issue.

Your road to reporting...

- fraud
- security breaches
- discrimination or harassment
- misconduct
- financial irregularities
- violations of law, regulation or policy
- bribery
- dishonesty
- conflicts of interest
- safety violations
- workplace violence

Report your concerns!
If you have concerns about these or any other issues, contact the Ethics Hotline. It's operated by an external company, not by FirstGroup, so you can confidentially report a concern and remain anonymous. The Hotline is open 24 hours a day, every day of the year.

ETHICS HOTLINE: 3 ways to report

CALL: **1-877-322-5534**
VISIT: www.ethicsfirst.ethicspoint.com
EMAIL: compliance@firstgroup.com

Take Action!
Get a QR reader? You can also report anonymously by using a smart device to scan the QR code. Visit the ethics page and anonymously file a report. Any day. Any time.



Reporting Options

Near Miss and Hazard Reporting

In the interest of employee and passenger safety, each First Transit employee is issued a “**Near Miss and Hazard Reporting**” pad for documenting and reporting safety, route, and security concerns; and is encouraged to report any near miss incidents and hazards.

If an employee is involved in a near miss or determines something they see to be a hazard, we ask for their help in reporting the event so we all may learn the lessons from it and perhaps prevent a collision or injury from occurring in the future.

Near miss: An event you witnessed where no harm was caused, but there was the potential to cause injury or ill health; a dangerous occurrence

Hazard: Anything that may cause harm in the near future

If the safety or security hazard requires immediate attention, dispatch is notified immediately. If immediate attention is not required, the employee is encouraged to submit the information to management by the end of their workday. Our managers then initiate conversations with employees about their observations of both safe and unsafe behaviors.

The employee's contribution to the cause of the injury or collision is considered in disciplinary action, up to and including termination. If after analysis it has been determined that the incident resulted from an overt decision, disciplinary action is indicated. If not, then the appropriate counseling and/or training is indicated.

SOP #806 – Near Miss & Hazard Reporting describes the reporting process

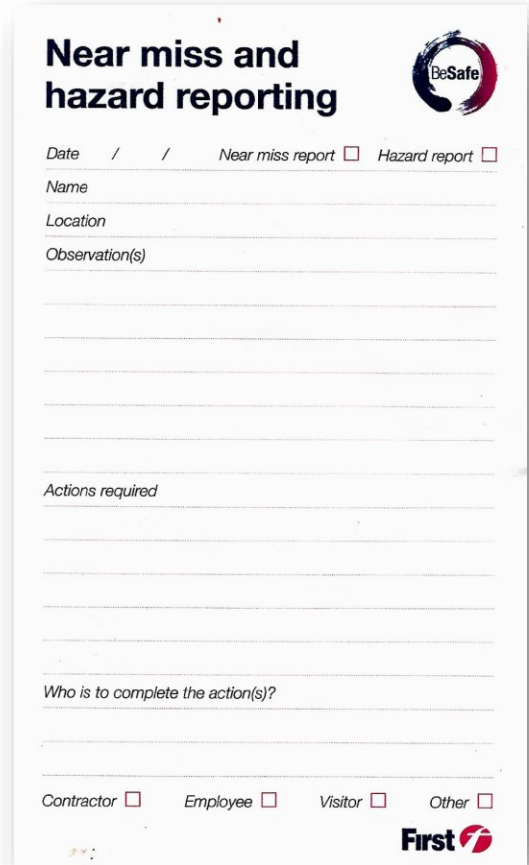
Threatening or Suspicious Activity

First Transit encourages anyone who sees, hears, or learns of any conduct or statement that seems threatening or suspicious, and/or any weapons on company premises or in company vehicles, to immediately report such conduct or statement, either to his/her Supervisor or Manager, to the Human Resources Department, FirstGroup America Security, and/or to the confidential Ethics and Compliance Hotline at 1.877.3CALLFG, (1.877.322.5534), contact the Hotline intake site at ethicsfirst.ethicspoint.com, or email Compliance@firstgroup.com.


If there is an immediate risk or imminent threat of violence, serious harm, or life-threatening conduct, employees should immediately call 911, local police, or other law enforcement.

Open-Door Policy

A workplace where employees are treated with respect and one that is responsive to their concerns is important to each of us. At First Transit, we recognize that employees may have suggestions for improving our workplace, as well as complaints about the workplace. We feel that the most satisfactory solution to a



Near miss and hazard reporting



Date / / Near miss report Hazard report

Name _____


Location _____

Observation(s) _____

Actions required _____

Who is to complete the action(s)? _____

Contractor Employee Visitor Other

First 



job-related problem or concern is usually reached through a prompt discussion with an employee's manager. Each employee is encouraged to do so.

If the matter cannot be resolved with one's immediate manager, the employee may:

- Speak with their Location General Manager or Region Safety Manager who will attempt to facilitate a solution.
- If an employee is unable to resolve the matter through the management chain of command in their location, the employee may choose to speak directly to anyone in division management or Human Resources.

First Transit's Open-Door Policy also allows employees to voice their concerns anonymously.

- If an employee would like to submit an anonymous concern, they may contact the Ethics and Compliance Toll-free Hotline at 1.877.3CALLFG, (1.877.322.5534), contacting the Hotline intake site at ethicsfirst.ethicspoint.com, or emailing Compliance@firstgroup.com.

This Open-Door Policy applies to every employee not covered by a collective bargaining agreement. It also extends to contractors and subcontractors.

In situations involving discrimination or harassment, employees should follow the Complaint Procedure described in the Discrimination, Harassment and Retaliation Reporting Procedure section of their First Transit Employee Handbook without fear of reprisal and should not follow this Open-Door Policy complaint process.

In situations requiring immediate attention, an employee may bypass the chain of command, which begins with his or her manager, and contact any level of management or Human Resources directly, without fear of reprisal, and without the need to follow this Open-Door Policy complaint process.

- This may be done in person, by direct contact, phone call, letter, or email message or by utilizing the Ethics and Compliance Hotline. The Ethics and Compliance Hotline can be reached by calling 1.877.3CALLFG, (1.877.322.5534) or emailing Compliance@firstgroup.com.

Accidents/Incidents

First Transit finds accidents and incidents to be a very serious matter and a valuable learning opportunity to improve safety. **SOP #700 – Accident & Safety Data Acquisition and Reporting**, and the supporting **SOP's, 700a – Auto and General Liability Claim Form; 700b – Courtesy Card; 700c – Operator Incident Report**; ensure that the appropriate actions happen at the scene for the safety and security of First Transit passengers and employees; and that the appropriate data is collected to evaluate the incident, determine culpability; and develop actions to limit or eliminate the possibility of the incident occurring in the future.

Accidents

Accidents are considered to be any collision that occurs while an Operator is on duty. Operators are to report all accidents and collisions to Dispatch immediately upon occurrence. When reporting to Dispatch, the employee must state that he or she is reporting an accident and then answer any questions asked by Dispatch.

Additionally, **SOP #700c – Operator Incident Report** and **SOP #700a – Auto & General Liability Claim Form**, must be completed by the Operator involved and location management for accidents, possible claims of accidents, damage to equipment, injury and possible injury not later than one hour after completion of shift on the day of occurrence. Any vehicle defects that may have contributed to an accident shall be included in the report. To help ensure that this deadline is met, employees are paid to complete the form.



Employees who fail to report an accident may be subject to disciplinary action up to and including termination.

Employees must provide transit management with any additional accident information immediately upon request.

Incidents

Incidents with passengers involving slips and falls on or near the vehicle, fights, police action, or removal of a passenger, must be reported to Dispatch immediately; and require a **SOP #700a – Auto & General Liability Claim Form** to be completed by management before going off duty for the workday.

All other incidents and occurrences out of the norm, no matter how slight, are to be reported to Dispatch upon return to the yard.

The following are examples of incidents that must be reported:

- Broken or cracked windows from unknown causes,
- Cut seats,
- Service delays,
- Passing up passengers,
- Insufficient or excessive running time in schedule,
- Overloads, etc.

If in doubt, immediately contact Dispatch.

Operators Witnessing an Accident shall notify Dispatch immediately, even though their vehicle may not be involved.

Required Courtesy Cards

In the event of an accident or an incident, Operators must distribute **SOP #700b – Courtesy Cards** then retrieve as many as possible from passengers and persons in the immediate area of the accident or incident who may have witnessed the event.

Duty to Report Wrongdoing

First Transit is committed to investigating all good faith claims of wrongdoing so that corrective action may be taken. To that purpose, First Transit encourages any employee, contractor or vendor to report wrongdoing or illegal acts to location management so long as they are not believed to be involved in the fraud, waste or abuse being reported. Management within First Transit ensures the matter is reported to Group Security and First Transit will investigate and take appropriate steps to correct the wrongdoing or potential violation.

Alternatively, reports may be made anonymously using the FGA Ethics & Compliance line at 1.877.3CALLFG, (1.877.322.5534) or by emailing Compliance@firstgroup.com. You may also contact the Healthcare Compliance Officer directly.

Self-Reporting

Self-reporting is also encouraged. Anyone who reports his/her own violation will receive due consideration regarding disciplinary action that may be taken.

Duty to Report Law Enforcement Actions

Employees are required to report any arrests, indictments or convictions to their immediate manager or Human Resources immediately, but no later than prior to the next scheduled work shift, to the extent permitted by applicable law. If the circumstances and the offense charged, in our judgment, present a



potential risk to the safety and/or security of our customers, employees, premises and/or property, such events may result in disciplinary or other appropriate action to the extent permitted by applicable law.

Operators and safety sensitive employees are required to report all Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) related charges, vehicular collisions, and any moving violation citations received in any vehicle immediately if possible, but no later than prior to their next scheduled work shift, consistent with applicable law.

Possible Disciplinary Actions

First Transit uses a tiered approach to determine possible disciplinary actions. Infractions that lead to disciplinary action are categorized into four categories;

- Class 1 – Dischargeable Offenses, the most serious and unacceptable behavior
- Class 2 – Serious violations of the First Transit performance code
- Class 3 – Secondary violations of the First Transit performance code
- Class 4 – Lesser violations of the First Transit performance code that may result in disciplinary action depending on the circumstances or repeated violations

Examples of **Class 1 Dischargeable Offenses** include:

- Convictions and imprisonment for such offenses as DUI, DWI, child abuse, etc.
- Safety; some offenses are of such a serious nature that termination is appropriate for the first offense. Those include but are not limited to:
 - Failure to properly secure mobility devices
 - Cell phone use while operating a company vehicle
 - Striking a pedestrian
 - Colliding into the rear of another vehicle or stationary object
 - Running a red light or stop sign
 - Entering a railroad crossing when the lights are flashing
- Violation of the Drug & Alcohol Policy
- Dishonesty
- Stealing/Theft
- Unauthorized Use or Removal of Company / Client Property or Vehicle
- Violence / Fighting / Threats
- Harassment
- Insubordination
- Security
- Sleeping on the Job
- Destruction of Property
- Failure to Return to Work
- Leaving Bus or Passengers
- Failure to Follow Sleeping Passenger Rules



Examples of **Class 2 Infractions** considered to be serious violations of the First Transit performance code include:

- Abusing or misusing sick leave
- Exchanging work assignments (trade) without proper authority
- Stopping work prior to the end of any shift without management's permission
- Excessive absenteeism, tardiness, starting work late after on the clock, or a pattern of unexcused absences unless otherwise permitted by law
- Reporting for work in an unfit condition
- Failing to obtain permission to leave work during normal working hours
- Discourteous or inappropriate attitude or behavior toward passengers or other members of the public
- Failure to comply with PPE directives
- Failure to wear a High Visibility Safety Vest, Reflective Safety Vest, or Company issued High Visibility Uniform Shirt according to Company policies
- Failure to wear Safety Glasses in compliance with PPE directives
- Failure to wear Company Assigned Shoe Grips when directed to do so
- Violation of vehicle operating regulations
- Failure to observe safety, sanitation, or disciplinary policies of the client or Company, or laws and regulations of Local, State, or Federal governments
- Failure to comply with the Risk Assessment policy
- Working more than an employee's regularly scheduled hours without advance approval of the Company
- Failure to operate a Company vehicle according to assigned route or timetable
- Failure of any Operator, Safety Sensitive Employee or employee required to be licensed for driving, to renew and maintain a valid, appropriate driver's license with required endorsements and a medical certificate for driving a Company vehicle
- Failure to wait for connections or passing up passengers
- Transport of unauthorized persons
- Attempting to enter, entering or assisting any person to enter, or attempt to enter a Company location or restricted areas without proper authority

Examples of **Class 3 Infractions**, considered to be secondary violations of the First Transit performance code, include:

- Failure to report defective equipment
- Failure to report a safety hazard
- Failure to procure necessary information for an accident report or submitting an inaccurate or incomplete report



- Posting, circulating or distributing written or printed material during working times and in working areas
- Failure to adhere to the Company Reverse Parking policy for Company vehicles and personal vehicles
- Use of a Company-owned radio or cell phone for non-Company business during working time
- Failure of any Operator to have in his or her possession a valid, appropriate driver's license with required endorsements and a medical certificate while driving a Company vehicle

Examples of **Class 4 Infractions**, considered to be lesser violations of the First Transit performance code that may result in disciplinary action depending on the circumstances or repeated violations, include:

- Failure to comply with the dress code, uniform policy, cleanliness, personal hygiene, personal grooming habits, or other requirements established by the client or Company
- Reporting for duty in an improper uniform, presenting an untidy, unkept or dirty appearance of person or uniform, or improperly displaying uniform articles, Company emblem, or authorized pins and badges
- Parking a personal vehicle in a restricted area at a Company location
- Neglect of job duties and responsibilities, or lack of application or effort on the job
- Incompetence or failure to meet reasonable standards of efficiency or effectiveness
- Failure to provide First Transit with a current address or telephone number
- Failure to inform First Transit of changes in status of dependents for insurance coverage
- Littering the employee lounge area, restrooms, or any other company property
- Failure to read notices and bulletins and not making an effort to stay informed

Applying Disciplinary Actions

Although employment may be terminated at-will by either the employee or First Transit at any time in accordance with applicable law, without following any formal system of discipline or warning, First Transit may exercise discretion to utilize forms of discipline that are less severe than termination.

Whenever an employee is subject to discipline, the employee's work record, including violations occurring in the relevant time period, is reviewed before determining penalty. The chart below describes how disciplinary actions are applied.

Class of Infraction	Discharge	Suspension	Written Warning
1	1st Offense	-----	-----
2	2nd Offense*	1st Offense	-----
3	3rd Offense*	2nd Offense*	1st Offense
4	4th Offense*	3rd Offense*	1st & 2nd Offense*

*Within 12 months of first offense, 36 months for safety



Additionally, First Transit may use the following criteria to determine discipline specific to any type of traffic violation or preventable accident.

Major Offenses	Action
One violation	Discharge
Serious Violations	Action
One violation	Written warning
Two violations within any 36-month period	Discharge
Moving Violations	Action
Two violations within any 36-month period	Three-day Suspension
Three violations within any 36-month period	Discharge
Two violations within any 12-month period	Discharge
Preventable Vehicle Accidents	Action
One preventable accident	Written warning
Two preventable accidents within any 36-month period	Five-day Suspension
Three preventable accidents within any 36-month period	Discharge
Two preventable accidents within any 12-month period	Discharge

Details of First Transit's reporting requirements, infractions of company policy, and disciplinary actions that may be taken are described in more detail in the **First Transit Employee Handbook**.

5. Safety Risk Management

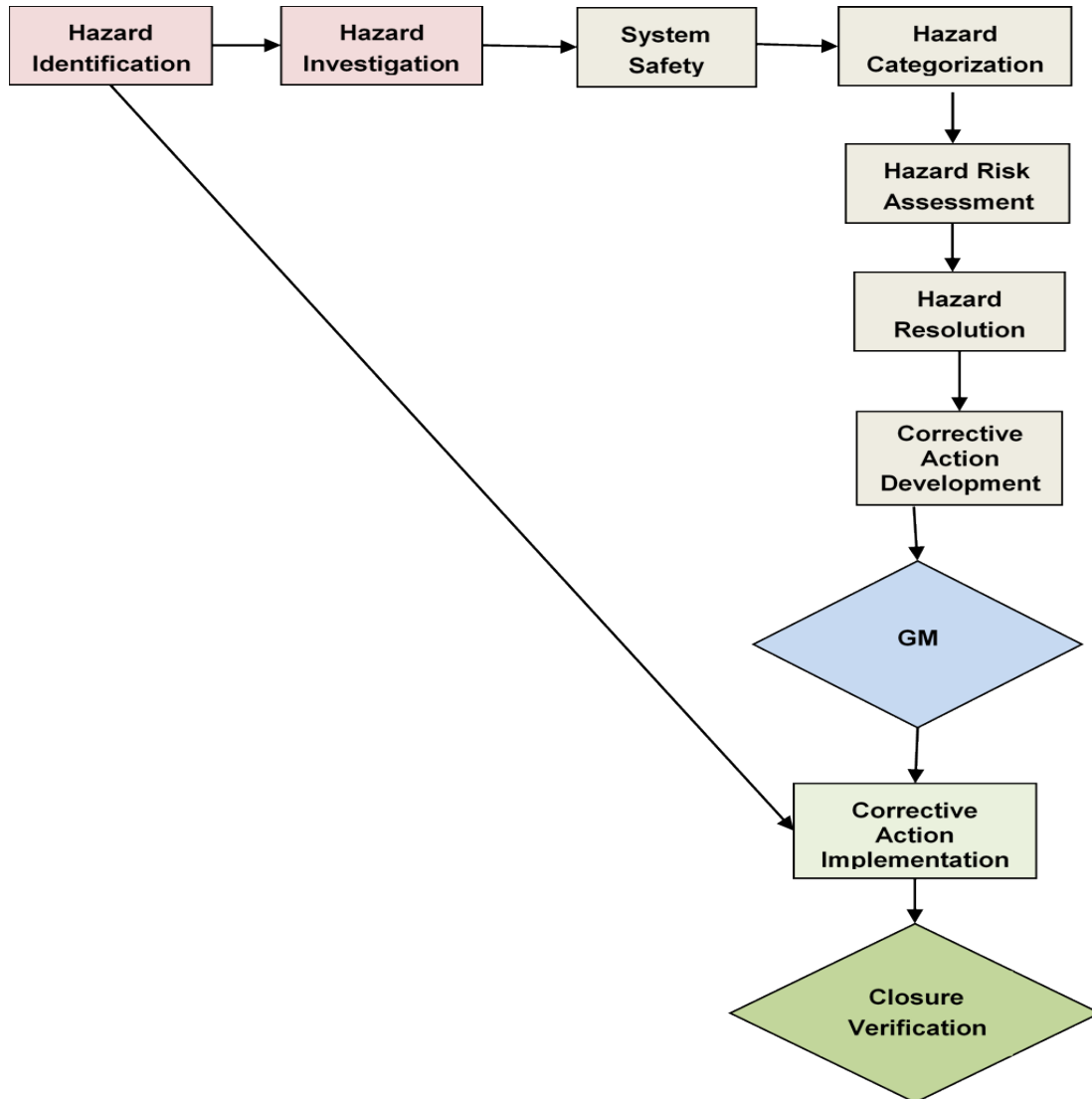
Safety Risk Management Process

Describe the Safety Risk Management process, including:

- *Safety Hazard Identification: The methods or processes to identify hazards and consequences of the hazards*
- *Safety Risk Assessment: The methods or processes to assess the safety risks associated with identified safety hazards*
- *Safety Risk Mitigation: The methods or processes to identify mitigations or strategies necessary as a result of safety risk assessment*



Safety management is at the core of everything done at First Transit. All employees are responsible for performing their jobs in a safe manner, which includes identifying safety risks and participating in developing and implementing effective mitigation techniques. The process for managing hazards, from identification through corrective action and closure, is illustrated by the following flowchart.



As described earlier, a corporate structure exists to address all safety concerns. To ensure safety at the local levels, each location is required to form a Safety Solutions Team (SST), Accident Review Committee (ARC), and a Local Client Liaison Committee. To ensure consistency at each location, **SOP's #803; #803a; #803b Safety Solutions Team**, and **SOP #702 – Accident Review Committee** describe the procedures which are to be followed in creating and operating a Safety Solutions Team and Accident Review Committee.

These groups are responsible for reviewing safety related accidents and incidents to determine culpability; identify the causes associated with each event; and develop mitigation measures to reduce the risk of the events occurring in the future. Having these groups at each location provides a way for employees to report safety risks in a timely manner and to teams that understand the conditions associated with each specific location. Additionally, the opportunity exists for more timely, appropriate, and effective mitigation measures.



Several tools are used by the Region Safety Managers, Region Safety Directors and the Senior Director of Safety to monitor the local risks and risk management. Among them are Safety Data Reports which outline the monthly and Year to Date safety performance statistics. Also used is a Target & Goal Worksheet to track and analyze the data collected and to target reactive and proactive performance improvement measures.

Safety Hazard Identification

This process is a vital component in First Transit's efforts to reduce safety risks and improve overall delivery of service. Safety Hazard Identification data is used to implement immediate corrective actions and to proactively identify hazards before they cause future accidents or incidents.

The objective of hazard identification is to distinguish those conditions that can cause an accident or create an unsafe condition. First Transit routinely analyzes records from our operation to identify accident causation based on history. Current traffic conditions are periodically analyzed, and management inspection of established prevention processes are routinely performed.

There are five (5) main areas reviewed in Hazard Identification:

1. Environment

- a. Weather
- b. Road Surface Condition
- c. Visibility

2. Transit Service Characteristics and Agency Policies

- a. Incentives for Safe Driving
- b. Equipment Maintenance Policies
- c. Stop Intervals
- d. Route Design
- e. Driver Scheduling
- f. Passenger Demand Schedules

3. Operator

- a. Experience
- b. Physical Ability
- c. Personality
- d. Psychological Condition
- e. Physical Condition

4. Road Layout

- a. Width
- b. Speed Limit
- c. Geometric Design
- d. Traffic Volume
- e. Capacity
- f. Parking
- g. Adjacent Lane Use
- h. Street Lighting
- i. Pedestrian Volume

5. Hazard Identification – Accident Prevention/Resolution

- 1st: Identify the Hazard
- 2nd: Remove the Hazard
- 3rd: When the Hazard cannot be removed, Train for the Hazard as a "known condition"



First Transit relies on employees to assist in the hazard identification and resolution process. Working with the location safety personnel and through a structured process, employees help:

- Identify Critical Factors in Hazard Resolution
- Develop and Recommend an Action Plan
- Implement Action Plan
- Measure Performance Against Safety Objectives
- Monitor the Process
- Modify the Process
- Secure Outside Assistance (when needed)
- Audit for Compliance

Several tools exist for hazard identification. Among them are:

- **SOP #802 and #802a - Daily Safety & Health Walkthrough and Checklist**
 - A routine safety and health check walkthrough to promptly identify hazardous conditions at our facilities and notify employees of the hazards identified and mitigation measures to help protect them from personal injury.
- **SOP #804 - Positive Check-In Procedures & Reasonable Suspicion**
 - Positive Check-In procedures are to ensure our operators reporting to work are fit-for-duty.
- **SOP #900 – Facility Hazard Recognition Manual**
 - This Hazard Recognition Manual is intended to be a tool for recognizing potential hazards that may be present at First Transit facilities. Although it does not represent all conditions that could exist, the photos and narrative provide:
 - A reference guide for conducting safety inspections at a facility, and
 - A training document to educate and train employees to conduct effective safety inspections.
- **Pre-Survey Job Hazard Analysis**
 - Prior to beginning a job hazard analysis, a pre-survey of the working conditions, using **SOP #503b – Pre-Survey Job Hazard Analysis Form**, under which the job is performed is conducted to evaluate the general conditions. A few of the potential hazards being considered include:



1. Are there tripping hazards in the job vicinity?
 2. Is the lighting adequate for work conditions?
 3. Are there explosive hazards associated with the job?
 4. Are there electrical hazards associated with the job?
 5. Are tools associated with the job in good condition?
 6. Is the noise level excessive (below 85-dba)?
- **Facility Parking Risk Management Assessment**
 - Inadequate turning areas, blind corners, uneven walking surfaces can all cause collisions or employee injury in parking areas. **SOP #501 - Facility Parking Risk Assessment** will help identify and prevent these types of collisions for both buses and personal vehicles.
 - The Location Manager must ensure compliance with all provisions of this SOP.
 - The risk of each facility is assessed as follows:
 - Annually
 - Unscheduled – Whenever a significant vehicle collision or a pedestrian strike occurs in the bus yard or on company premises
 - Start-up locations – Before operating out of the new location.
 - **SOP #501a – Facility Parking Risk Assessment Guide**, and
 - **SOP #501b – Facility Parking Risk Assessment Form** are tools to help with this assessment.
 - **On-Board Video Technology**
 - **SOP #704 – On-Board Video Technology** provides a summary of the on-board video system and Company standards that all First Transit employees must follow when operating a company or customer vehicle equipped with onboard video technology.
 - This technology is a valuable resource and another tool that helps First Transit instill positive driving behaviors by providing opportunities to view recorded driving events, driver history and company trends.
 - The goal of this in-cab camera technology is to proactively identify unsafe behaviors and improve those identified behaviors through coaching, retraining and, if necessary, disciplinary measures in accordance with the provisions of the Employee Handbook and applicable Collective Bargaining Agreements.

Safety Risk Assessment

Once the hazard has been identified, they are categorized into the following severity levels. The categorization of hazards is consistent with risk-based criteria for severity; it reflects the principle that not all hazards pose an equal amount of risk to personal safety.

Category 1 – Catastrophic: operating conditions are such that human error, design deficiencies, element, subsystem or component failure, or procedural deficiencies may cause death or major system loss and require immediate termination of the unsafe activity or operation.

Category 2 – Critical: operating conditions are such that human error, subsystem or component failure, or procedural deficiencies may cause severe injury, severe occupational illness, or major system damage and require immediate corrective action.

Category 3 – Marginal: operating conditions are such that they may result in minor injury, occupational illness or system damage and are such that human error, subsystem or component failures can be counteracted or controlled.



Category 4 – Negligible: operating conditions are such that human error, subsystem, or component failure or procedural deficiencies will result in less than minor injury, occupational illness, or system damage.

The next step in assessing the hazard is to determine the probability of it occurring. Probability is determined based on the analysis of transit system operating experience, evaluation of First Transit safety data, the analysis of reliability and failure data, and/or from historical safety data from other passenger bus systems. The following chart describes the probability categories.

Probability of Occurrence of a Hazard			
Description	Probability Level	Frequency for Specific Item	Selected Frequency for Fleet or Inventory
Frequent	A	Likely to occur frequently	Continuously experienced
Probable	B	Will occur several times in the life of the item	Will occur frequently in the system
Occasional	C	Likely to occur sometime in the life of an item	Will occur several times in the system
Remote	D	Unlikely but possible to occur in life of an item	Unlikely but can be expected to occur
Improbable	E	So unlikely, it can be assumed occurrence may not be experienced	Unlikely to occur but possible

Identified hazards are placed into the following Risk Assessment Matrix to enable the decision makers to understand the amount of risk involved in accepting the hazard in relation to the cost (schedule, cost, operations) to reduce the hazard to an acceptable level.

Hazard Frequency	Severity Category 1	Severity Category 2	Severity Category 3	Severity Category 4
Frequent (A)	1A	2A	3A	4A
Probable (B)	1B	2B	3B	4B
Occasional (C)	1C	2C	3C	4C
Remote (D)	1D	2D	3D	4D
Improbable (E)	1E	2E	3E	4E

Based on company policy and the analysis of historical data, First Transit has made the following determinations regarding risk acceptance.

Hazard Risk Index	Criteria by Index
1A, 1B, 1C, 2A, 2B, 3A	Unacceptable
1D, 2C, 2D, 3B, 3C	Undesirable (Management decision)
1E, 2E, 3D, 3E, 4A, 4B	Acceptable with Management Review
4C, 4D, 4E	Acceptable without Management Review



Safety Risk Mitigation

Mitigation Determination

After the assessment has been completed, the follow-up actions will be implemented as follows.

- **Unacceptable:** The hazard must be mitigated in the most expedient manner possible before normal service may resume. Interim corrective action may be required to mitigate the hazard to an acceptable level while the permanent resolution is in development.
- **Undesirable:** A hazard at this level of risk must be mitigated unless the Location General Manager and Location Safety Manager issue a documented decision to manage the hazard until resources are available for full mitigation.
- **Acceptable with review:** The Location General Manager and Location Safety Manager must determine if the hazard is adequately controlled or mitigated as is.
- **Acceptable without review:** The hazard does not need to be reviewed by the management team and does not require further mitigation or control.

Hazard Resolution

Safety hazard resolution or mitigation consists of reducing the risk to the lowest practical level. Not all safety risks can be eliminated completely. Resolution of hazards will utilize the results of the risk assessment process. The objectives of the hazard resolution process are to:

1. Identify areas where hazard resolution requires a change in the system design, installation of safety devices or development of special procedures.
2. Verify that hazards involving interfaces between two or more systems have been resolved.
3. Verify that the resolution of a hazard in one system does not create a new hazard in another system.

The SST, who was identified earlier in this plan as the team responsible for local safety review, uses the following methodologies to assure that system safety objectives are implemented through design and operations, and hazards are eliminated or controlled:

1. Design to eliminate or minimize hazard severity. To the extent permitted by cost and practicality, identified hazards are eliminated or controlled by the design of equipment, systems and facilities
2. Hazards that cannot reasonably be eliminated or controlled through design are controlled to the extent practicable to an acceptable level through the use of fixed, automatic, or other protective safety design features or devices.
3. Provisions are made for periodic functional checks of safety devices and training for employees to ensure that system safety objectives are met.
4. When design and safety devices cannot reasonably nor effectively eliminate or control an identified hazard, safety warning devices are used (to the extent practicable) to alert persons to the hazard.
5. Where it is impossible to reasonably eliminate or adequately control a hazard through design or the use of safety and warning devices, procedures and training are used to control the hazard.
6. Precautionary notation is standardized, and safety-critical issues require training and certification of personnel.



Hazard Resolution Management and Tracking

Resolution of identified hazards are managed by the Location General Manager and/or the Location Safety Manager. The hazard resolution process is managed through the “**Safety Toolbox**”, which is an online tool used by management, from Road Supervisors to Executive Management, to record the occurrence of safety-related events, review safety critical data, and track corrective actions as necessary.

The Safety Toolbox is a powerful tool to help understand the work area’s safety environment. This includes:

- Understanding and improving observations of safety critical behaviors
- Reviewing recorded debriefs to ensure that the “BeSafe” process is in place and working.
- Reviewing findings from BeSafe tours and determine if tasks/actions have been closed out

The Safety Toolbox includes information regarding:

- BeSafe (BeSafe Debriefs, BeSafe Tours, BeSafe Touchpoints)
 - Debrief meetings conducted in order to assure quality.
 - Safety Critical Behavior is the main focus of touchpoints; and shared and discussed during debrief meetings.
- Contacts (e.g. Near Misses, Hazard reports, Commendation, Safety Issue)
 - **Near Misses.** Reporting an event that occurred and could have caused injury.
 - **Hazard Reports.** Reporting an event that occurred and could have caused injury.
 - **Commendation.** A report of commendable safety actions/conduct performed by a colleague within the business.
 - **Safety issues.** A report on any safety issue that has a specific cause – i.e. maintenance, housekeeping, environment and behavior etc.
- Safety Leadership Activities (e.g. Participate in safety meetings, risk assessment, section observation)
 - **Participation in a Safety meeting.** Actively leading or participating in the location in-service safety meeting.
 - **Intersection observation or risk assessment.** Risk assessment or driver observations conducted at nearby intersections, and delivery of positive reinforcement or coaching as indicated.
 - **Rail section observation or risk assessment.** Risk assessment or driver observations conducted at rail crossing(s), and delivery of positive reinforcement or coaching as indicated.
 - **Planned general inspections.** A systematic inspection where a location is forewarned.
 - **High interest driver.** A report of a driver's performance that has indicated a level of risk taking through observations, review scores, and skills evaluations.

Additional documentation, such as corrective action plans, are developed for those hazards requiring complex and multifaceted resolutions.

6. Safety Assurance

Safety Performance Monitoring and Measurement

Describe activities to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended.



As discussed in Section 1 of this plan, First Transit employs a Resident Management Team at each operation location. This team consists of a Location General Manager and a Location Safety Manager, who oversee the safety of the operation.

Additionally, each location employs Street Supervisors, Dispatchers, and Instructors; all of whom are responsible for oversight of the daily operations and training. All safety risks identified are reported to the Location General Manager and Location Safety Manager. Any risks that can be addressed immediately are corrected but still reported. Each location also establishes a Safety Solutions Team (SST), described in Section 5: Safety Risk Management of this plan, which uses the following methodologies to ensure a proactive approach to safety at each location.

- Routine hazard management
- Accident and incident investigation
- Safety data collection and analysis
- Routine internal safety audits
- Facility, equipment, systems and vehicle inspections
- Routine proficiency checks for all vehicle operators and maintenance employees
- Compliance evaluations including onsite inspections
- Regularly communicating safety and hazard data to all employees

A higher level of oversight is conducted by Region management, which includes the Region Safety Manager, Region Safety Director, Region Maintenance Director, and the Region Vice President. From this level, any identified risks and mitigations are shared with other Region local operations as a proactive means to reduce risks.

The last “local level” review comes from the Vice President of Safety and the Vice President of Maintenance. These are corporate level positions that share the identified risks and mitigations throughout the organization as a proactive means to reduce risks. Additionally, the Vice President of Safety and Vice President of Maintenance assist executive level management in using this information to impact operational and budget decisions.

Describe activities to conduct investigations of safety events to identify causal factors.

First Transit has a “zero” tolerance for preventable injuries and collisions. Elimination of preventable injuries and collisions is our number one goal.

Any injury, collision or incident that occurs is investigated to determine preventability or non-preventability. Investigations include all instances in which:

- a vehicle was damaged
- a vehicle leaves the traveled roadway
- a passenger is injured or
- an employee is injured

SOP #700-Accident & Safety Data Acquisition describes the data collection process including

- Defining the Event & What to Do
- Accidents – Defining the Accident
- “Five Cardinal Rules That Apply to an Accident”
- Operator Responsibility
- Dispatcher on Duty Accident Investigation Responsibility



SOP #700 also describes the Operators and the Dispatchers responsibilities for protecting the customers and managing the scene.

The groups described in **SOP #702 – Accident Review Committee (ARC)**, and **SOP #803 – Safety Solutions Team (SST)**, review the data collected to determine if the accident/incident was preventable or non-preventable,(ARC); and identify measures to reduce the risk of the accident/incident occurring in the future (SST).

Describe activities to monitor information reported through internal safety reporting programs.

The Location Safety Manager (LSM) and/or Location General Manager (LGM) routinely reviews all location safety and hazard data, which includes searching for repetitive events that might have safety implications. When accident/incident reports and statistics indicate repetitive accidents/incidents, the LSM and LGM investigate to determine the root cause.

The following chart describes how the hazard data flows and is monitored by First Transit; from each operating location, to Region management, to corporate and parent company management.



Risk/Safety Data Flow								
Weekly Data Review								
Information Collected Daily	Location	Third Party Data Collected	Risk Dept	Safety Dept	Location			
Collisions/ Injuries/ Workers Comp	Incident Occurs, claim report created, then sent to Third Party Data Collector via website, phone, fax.	Report received from Location.	Information from Third Party Data Collector created as weekly report then sent to Region Safety.	Weekly reports are reviewed and distributed for weekly management oversight conference calls.	Review data with Senior Region Leadership during weekly teleconference.			
Period Data Review (e.g. Quarterly/Monthly)								
	Risk Dept	Shared Services Dept	Region Safety Managers	Shared Safety Services Dept				
Collisions/ Injuries/ Workers Comp	Send all raw risk data gathered from weekly reports to the Shared Safety Services Dept.	Reorganizes raw data regionally then distributes to Region Safety Dept.	Review period data and distribute to locations.	Develops company, region, and location specific performance measures and distributes through Target & Goal Spreadsheet.				



Period Data Analysis								
	Shared Services Dept	UK	Safety Dept	First Group Executive Safety Committee (ESC)	First Group Safety Council	First Group America Safety Council	Performance Review Management (PRM)	Safety Advisory Committee
Collisions/ Injuries/ Workers Comp	Final reports sent to UK and Directors of Safety for each business group.	Processes data; analyzes; creates reports; categorizes risk factors; and gathers commentary from First Group companies for trend analysis.	Processes data; analyzes; creates reports; categorizes risk factors; and creates commentary for trend analysis.	This committee consists of President, COO, and Safety Vice President of each operating group. Discussions include safety performance, trend analysis, program oversight.	This committee consists of Vice Presidents of Safety for all operating divisions. Discussions include safety performance, trend analysis, and safety oversight.	This committee consists of Safety Senior Directors and Safety Vice Presidents. Discussions include safety performance, trend analysis, best practices, and program oversight.	This review consists of Senior Region Vice Presidents, Region Vice Presidents, Region Directors of Operations, and Region Safety Managers. Discussions include regions safety performance.	This committee consists of Location General Managers, Region Directors of Operations, and Region and Local Safety Managers. Discussions include review of policy and procedures, training, and safety awareness.



Management of Change

Describe the process for identifying and assessing changes that may introduce new hazards or impact safety performance.

First Transit employs a proactive process, **SOP #208 – Safety Validation of Change**, that addresses the procedures to be followed to evaluate the risk of any changes proposed at all levels of the organization. The overall purpose of this process is to provide assurance that any proposed changes which impact operations will not increase safety risk; or where additional risk is identified, that controls are put in place **prior to the changes being implemented**.

Changes to organizational structure; the nature or extent of operations; or to facility or equipment assets; as well as mergers and acquisitions of new businesses are proactively managed through this process to avoid introducing or increasing safety risks.

- The resources required to complete the validation process, in terms of people, finance and materials is included in this validation process.
- The allocation of responsibilities considers the competence of the individuals that are required to carry out the safety validation roles.
- All employees who may be affected by the proposed changes are consulted as part of the process.

The extent and scope of safety validation applied to any change proposal is proportional to the risks (safety, operational, and other risks) associated with its introduction. *(For example, a major change, such as a reorganization of Region Executive roles and responsibilities or start-up of a large new bus operation, requires a more rigorous safety validation than a minor change.)*

In the case of smaller, less complex or well understood changes, the safety validation of change process may be implemented as part of normal operations, using existing organizational arrangements and meeting structures to deliver the required level of assurance.

The process is generally described in the following chart.

Safety Validation of Change Process			
Main Steps	Key Activities	Checklists & Guidance	Completed By
1. Identify Proposal for Change	<ul style="list-style-type: none"> • Raise change proposal (including Capital Expenditure Approval) • Inform relevant functional Director(s) and Manager(s) 	<ul style="list-style-type: none"> • Complete SOP #208a – Safety Validation of Change Form, Section A1 	Change proposer



2. Determine Classification of Change Significance	<ul style="list-style-type: none"> Classify level of safety validation required Ensure the extent and scope of validation is proportional to the level of risk 	<ul style="list-style-type: none"> Complete SOP #208a – Safety Validation of Change Form, Section A2 	Category A: Group Safety Director Category B: Divisional head of Safety Category C: Location head of Safety
3. Allocate Roles & Responsibilities	<ul style="list-style-type: none"> Formally allocate change sponsor and change authorizer Identify other required resources and roles for consultation 	<ul style="list-style-type: none"> Complete SOP #208a – Safety Validation of Change Form, Section A3 	Change proposer (with guidance)
Submit Change Proposal Form			Change proposer
Decide whether safety validation should proceed			Change proposer
4. Prepare Safety Validation of Change Case	<ul style="list-style-type: none"> Prepare safety validation documentation Complete risk assessment of proposed change Submit for review Revise and finalize documentation 	<ul style="list-style-type: none"> Complete risk assessment and document findings Complete Safety Validation of Change as described in SOP #208 – Safety Validation of Change Form Complete SOP #208a – Safety Validation of Change Form 	Change proposer
Submit Safety Validation Checklist with supporting documentation			Change proposer
Approve and Implement, or Reject Change			Change authorizer (or delegated representative)
5. Monitoring and Review	<ul style="list-style-type: none"> Monitor implementation of change and safety performance 	<ul style="list-style-type: none"> Check compliance as part of Region Safety Monitoring Review effectiveness 	Location Safety Manager Corporate Safety Management



	<ul style="list-style-type: none"> Review performance process 	of the process as part of Region oversight	Vice President of Safety - First Transit
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Changes proposed at the Corporate level typically have an impact on the Region and Local levels. To ensure the risks associated with any change consider all levels of the organization, each level must complete **SOP #208 – Safety Validation of Change** as part of the process to ensure specific safety concerns have been identified and addressed.

Similarly, changes proposed at the Region level will typically have an impact on the Local level. Consequently, the Local level must also complete **SOP #208 – Safety Validation of Change** as part of the process to ensure specific safety concerns have been identified and addressed.

Additional responsibilities in the Safety Validation of Change process include:

- The Region Safety Management team provides safety expertise/support to those carrying out the safety validation.
- The Senior Director of Safety:
 - Reviews and approves each Region’s safety validation of change process
 - Decides on the level of safety validation required (consulting with other functional heads as necessary) for Category A changes
 - Is consulted on any Category B change proposal
 - Provides safety expertise/support to Region Safety Managers and Vice President of Safety – First Transit during safety validation activities as required.
 - Provides safety expertise/support to those carrying out the safety validation for Category A changes.

An electronic log of all proposed changes, whether approved or not, are maintained by the Region Safety Director.

Communication of changes to policies/procedures regarding safety issues comes from Executive Leadership. This information is then carried down through the Vice President of Safety – First Transit, Senior Director of Safety, Region Safety Directors, Region Safety Managers, Location General Managers, Location Safety Managers, and employees. Notification to the client is communicated through the Location General Manager.

Continuous Improvement

Describe the process for assessing safety performance. Describe the process for developing and carrying out plans to address identified safety deficiencies.

The process described previously in this section for monitoring safety data incorporates continuous improvement. As safety risk is identified, then reported on, a determination is made as to whether the risk can be mitigated immediately or requires more time and resources.

Risk mitigations that can address the safety concerns immediately are carried out but still reported. The reporting of these concerns includes the mitigation steps that have been taken. Monitoring of the risk continues to ensure that the mitigation strategy is effective.

Section 5 of this plan, Safety Risk Management, describes the risk assessment and mitigation procedures used that determine how to proceed with improvement strategies that require more time and resources.



Which improvement strategies to implement for longer term issues is based on severity and probability of risk occurrence. Additionally, safety hazard identification data is used to implement immediate corrective actions and to proactively identify hazards before they cause future accidents or incidents.

The objective of hazard identification is to distinguish those conditions that can cause an accident or create an unsafe condition. First Transit routinely analyzes records from our operation to identify accident causation based on history. Current traffic conditions are periodically analyzed, and management inspections of established prevention processes are routinely performed.

The Risk/Safety Data Flow Chart previously described in this section, illustrates how this information is shared throughout the organization.

7. Safety Promotion

Competencies and Training

Describe the safety training program for all agency employees and contractors directly responsible for safety.

The education and training process at First Transit is a highly regimented and professionally developed program built around a curriculum featuring learning opportunities in two major domains:

- Knowledge (education)
- Skills (training)

Various delivery mechanisms such as classroom, multimedia presentations, closed course, observation and behind-the-wheel skills building are used to support the learning process. Learning is evaluated through written quizzes, driving tests and customer service skills evaluations.

Instructors

Successful new operator training starts with selecting and certifying good instructors.

1. **Classroom Instructor:**

The classroom instructor is responsible for facilitating the classroom portion of New Operator Training. Classroom training requires the development of lesson plans.

2. **Behind-the-Wheel Instructor:**

The Behind-the-Wheel (BTW) Instructor is responsible for conducting closed course exercises and behind the wheel instruction. The New Operator Training program consists of instructional DVDs, which are accompanied by facilitator guides and participant study guides. The BTW Instructor uses the Operator Proficiency Workbook to document each trainee's progress.

**New Instructor Candidates can obtain certification as both a Classroom Instructor and a Behind-the-Wheel Instructor.*

3. **Master:**

The Master Instructor, along with the Regional Director of Safety and Region Safety Manager(s), is responsible for training the Safety Supervisors. The Master Instructor is also responsible for the certification programs for Behind-the-Wheel and Classroom Instructors and the ongoing Train-the-Trainer workshops.



Training the Instructor is a process by which a Certified Instructor works with the selected New Instructor Candidate. During this time, the Certified Instructor conducts a review of all state laws, First Transit policies and procedures, local policies, and client-specified programs and requirements.

The Certified Instructor also provides a review of the Behind-the-Wheel Manual, Classroom Manual, and all First Transit video-based courses.

In addition to the above training, the New Instructor Candidate must complete the Instructor Development Curriculum, which includes the following three self-directed courses:

1. How to Train
2. Coaching the Adult Learner
3. Learning Basics

There are three types of Instructor Certification:

1. Temporary
2. Certified
3. Master

1. Temporary (Silver)

Temporary certificates are issued at the local level. A temporary certificate is issued to a New Instructor Candidate upon successful completion of the New Instructor training program at his or her location, conducted by a certified trainer at that location. Certificates are issued throughout the year prior to the annual Train-the-Trainer program.

Temporary certificates are valid for one year, and one year only, from the date of issue. Temporary certification is accompanied by silver achievement emblems for Classroom, BTW or both.

To continue in the program, a New Instructor must obtain Gold Certification.

2. Certified (Gold)

The Certified Instructor certificate is issued to a New Instructor who has successfully completed the annual Train-the-Trainer program, conducted by a Master Trainer. The annual Train-the-Trainer program combines all elements of the temporary certification, with the exception of the classroom evaluation. At the annual Train-the-Trainer program, Classroom Instructor Candidates are required to develop a lesson plan and give a presentation.

Prior to attending the annual Train-the-Trainer program, all New Instructors must complete the “Safety Leadership” course and pass the final exam with a grade of 90% or above.

The Senior Director of Safety is the only person authorized to approve and issue a Certified Instructor certificate with gold achievement emblems for Classroom, BTW, or both.

3. Master

The Master Instructor Certification program ensures that First Transit Policies and Procedures are correctly implemented throughout the company.

Master Instructor Certification is required for all area safety managers and above.

The Master Instructor:

- Provides support to the Location General Manager and the Region Safety Manager,
- Is involved with training new Safety and Training Supervisors, and re-training current Safety and Training Supervisors if required,
- Conducts the annual Train-the-Trainer program for BTW and Classroom Instructor Certification



- Conducts Safety and Training audits in the region and reports the findings to the Region Safety Manager, if required.

Employee Training

Training employees to assess risks and recognize and avoid hazards in the workplace is critical to the overall safety of the workplace. Every First Transit employee is trained in “BeSafe” and “Safe Work Methods”, which are described later in this section.

“BeSafe” is our company-wide approach to safety management. This program takes our safety performance to the next level through behavioral change. “BeSafe” is inclusive, collaborative and focuses on recognizing and acknowledging safe behavior and actions through positive reinforcement such as debriefs, tours, and touchpoints. All employees are trained in the principles of “BeSafe”

The “BeSafe” concept is described in the following brochure.

Near miss and hazard reporting

In the interest of keeping you, your colleagues and our passengers safe, it's your responsibility to report any near miss incidents and hazards.

Please record these in the 'Near miss and hazard reporting' pad and hand it in to the nearest supervisor / manager.



Near miss:
An event you witnessed where no harm was caused, but there was the potential to cause injury or ill health – a dangerous occurrence.

Hazard:
Anything that may cause harm in the near future.

Personal emergency details

In an emergency, please be aware of the following:

Name _____

Home Tel. No. _____

Mobile Tel. No. _____

Emergency contact No. _____

Blood type _____

Allergies _____

Medical condition(s) _____

Please inform your HR department of any medical conditions that might prevent you from doing your job safely.

Work environment

A positive, safe environment is important to our passengers, our staff and our business.

If you are concerned about anything at work, aware of a security issue or have suspicions about anything from bullying to fraud – report it.

If it is an emergency
Tell the police. Then, tell your manager.

If it is not an emergency
Tell your manager or Group Security, or use the confidential hotline or ethics portal.

Confidential hotline
UK 0808 234 5291
North America 877-322-5534
Greyhound Operations Support Center
800-487-6996
Panama 000-000-000-0000
India 000-000-000-0000

Make a report
www.ethicsfirst.ethicspoint.com



My Handbook



Be Safe What is it?

Be Safe is our Group-wide safety commitment, taking our safety performance to the next level through behavioural change.

It builds on our compliance with existing policies and safety management systems. Be Safe, whilst not ignoring unsafe acts, harnesses the power achieved where positive behaviour and habits are shown and recognised.

Be Safe is inclusive, collaborative and focuses on recognising and acknowledging safe behaviour and actions through positive reinforcement.

Be Safe Our objectives

Be Safe has three clear objectives:

1. To make progress on our way to “Zero Harm”.
2. To make safety a personal core value through behaviour change.
3. To improve business performance.

Everyone in FirstGroup takes ownership for safety in the workplace and encourages colleagues to do the same.

We have a personal stake in safety for ourselves, our colleagues and our customers.

By sharing the right attitude, skills and knowledge we will create the best safety environment to achieve our objectives and Be Safe.

Be Safe principles

These principles all support our Group value of being Dedicated to Safety.

Knowledge

Our greatest efforts will be directed at the key safety behaviours that will help reduce incidents.

Openness

Regular positive coaching, interactions, or “touchpoints” will take place and communication at “debriefs” will be open and honest.

Courage

We are all empowered to accept responsibility for our own safety and the safety of our colleagues and customers. If you assess something to be unsafe, you should have the courage to stop and find a safer way of doing things.

Recognition

Whilst not ignoring actions that undermine safety, the focus will be on acknowledging colleagues “doing it right” and positively reinforcing these actions.

Learning

Reporting of incidents and near misses will be seen as learning opportunities to continuously improve work place safety.



First Transit's "Safe Work Methods" is designed to educate employees on how to identify conditions and actions posing risks to their well-being and that of their coworkers. This training is to be used:

1. In training new hire employees
2. In leading supervisors in identifying root causes of workplace injuries
3. In retraining injured workers so that re-occurrences are avoided
4. To supplement First Transit's First Occupational Rehabilitation Management (F.O.R.M.) light duty and return to work management program, in controlling workers compensation losses

The "Safe Work Methods" training curriculum includes:

- **New Hire Training**

New hire training is designed to educate the new employee to the hazards commonly found in the transportation environments including in vehicle maintenance shops, bus yards, fuel islands, wash bays, and office environments. The program also makes employees aware of injuries that can result from physical activities such as entering and exiting vehicles, assisting persons with disabilities, and handling mobility devices.

- PPE program including requirements for appropriate
 - Safety eyewear
 - Safety footwear
 - Safety hand wear
 - Hi-Vis vests
 - Disposal contaminated materials
- Risk Assessment and Injury Avoidance
 - Walking & Climbing
 - Lifting, Carrying, Holding, and Lowering Objects
 - Pushing, Pulling, & Twisting
 - Burns, Scalds
 - Exposed Fluids, Chemicals, Smoke
 - Cuts, Punctures, Abrasions, Lacerations
 - Mobility Device Lifts/Ramps

1. Requirements for Operator Training

Applicants are required to successfully complete a comprehensive training program prior to transporting passengers. Trainees are continually evaluated and tested throughout the training program. Trainees who do not demonstrate the required level of proficiency are provided additional training or are removed from training. The Operator training program combines instructor-led sessions, video instruction, facilitated discussion, and opportunities for the trainees to practice what they have learned. Training topics include:

Classroom Training

The first part of Operator training at First Transit, classroom training, begins the process of instilling the safety culture into each Operator. Helping the student Operators understand the importance of keeping themselves and each passenger safe; and their responsibilities in maintaining a safe environment, is a theme integrated throughout.

- **Unit 1 - Introduction**

- Welcome and Introduction
- Title VI Civil Rights Act 1964
- Employee Handbook
- BeSafe - Making Safety Personal
- Hazardous Communication
- Bloodborne Pathogens



- **Unit II - Fundamentals**
 - Safe Work Methods
 - Basics of Safety
 - Managing Emergencies
 - Security Awareness
 - Map Reading
 - Communication Devices
 - Navigation and Fare Policies
 - Smith System
- **Unit III - The Operator**
 - Drug and Alcohol Awareness
 - Distracted Driving
 - Fatigue and Sleep Apnea Awareness
- **Unit IV - Transporting Passengers with Disabilities**
 - Transporting Passengers with Disabilities
 - Interacting with Passengers
 - Diffusing Conflict
 - Passenger Care While Loading and Unloading
 - Mobility Aids and Devices
- **Unit V - Driving Fundamentals**
 - Driving Fundamentals I
 - Driving Fundamentals II
 - Roadway Types
 - Railroad Crossings

Behind-the-Wheel Training

Behind-the-Wheel training is conducted in three phases. Since most people coming to work as a Bus Operator have not been exposed to driving the types of vehicle used at First Transit, the first part of behind-the-wheel training takes place on a closed course. This provides the opportunity for the Instructors to evaluate the skill levels of each employee; and gives each employee the opportunity to make and learn from their mistakes in a safe environment.

The next phase of Behind-the-Wheel training takes place on the road, but in a controlled manner. During the road phase of the training, each student Operator works one-on-one with a First Transit Instructor. The road work begins with the basics; intersections, service stops, and backing. The next advanced stage of the road work addresses roadways, highway driving, and continues the instruction on intersections and service stops. The “Smith Driving System” principles are incorporated throughout the entire Behind-the-Wheel training phase.

- **Closed Course (Group Work)**
 - Vehicle Orientation
 - Pre-Trip Inspection
 - Seat Adjustment
 - Mirror Adjustment
 - Braking, Accelerating, and Transmission
 - Wheelchair Securement
 - Reference Points
 - Lane Position
 - Right Side / Left Side
 - Backing Point
 - Forward Stop



- Pivot Points
- Turning Points
- Vehicle Control
 - Straight in Lane
 - Left Turn
 - Right Turn
 - Lane Changing - Moving Right or Left
- **One on One Instruction Behind the Wheel**
 - **Basic Road Work**
 - “Smith System”
 - Intersections
 - Service Stops
 - Backing
 - **Advanced Road Work**
 - “Smith System” Commentary Driving
 - Roadways
 - Expressway / Highway Driving
 - Intersections
 - Service Stops

- **Final Evaluation**

Upon completion of the training program, before an Operator can be placed into service, they must successfully demonstrate their mastery of the skills and practices learned during the training program.

- **Cadet Training**

Once a new Operator has been placed into service there is period of observation where an experienced Operator, Instructor, or Supervisor periodically rides-along to ensure the skills learned in training have successfully transferred to providing service. This includes the securement and transportation of a person with a disability.

2. Requirements for Maintenance Training

Maintenance personnel are trained in shop safety, OSHA standards, and vehicle maintenance, in addition to receiving training in driving techniques and safety. Trainees are continually evaluated and tested throughout the training program. Trainees who do not demonstrate the required level of proficiency are provided additional training or are removed from training.

Maintenance training includes:

- Introduction to First Transit policies & procedures
- Injury prevention and risk assessment
- Substance Abuse Policy
- Defensive Driving
- “Smith System”
- NTI - Security Awareness Warning Signs
- Shop Safety Handbook
- Maintenance Lift Safety
- DVI Procedures
- SafeWork Methods
- Wheel Torque Specifications
- Workplace Violence
- OSHA (R-T-K / MSDS / PPE Training)



3. Requirements for Staff Training

Staff personnel are trained in Safety Leadership and “BeSafe” (described in item #1)

- **Safety Leadership**

This is an interactive CD-ROM course consisting of 5 CD’s and leaders guides which are designed to educate all levels of First Transit management on the behaviors surrounding accidents. Every level of management takes the course and successfully pass an online test, found on the Safety Resource Center (SRC), with a passing grade of 90% or better.

The course outline is as follows:

- Safety Leadership
 - Accidents
 - Behavior
 - Leadership
- Supervisor Development
 - The Role of the Supervisor
 - Communication
 - Building Trust
 - Conflict Resolution
 - Performance Management
 - Decisions

- **Additional Safety Training**

- Reasonable Suspicion
- Supervisor’s Report of Reasonable Suspicion
- Code of Conduct
- Customer Service
- OSHA Requirements
- Hazard Abatement FORM – CA Only

4. Requirements for Continuing Training and Evaluations

First Transit provides ongoing employee training and evaluations.

The objective of ongoing evaluations is met through a broad spectrum of regularly scheduled management activities including:

- road observations,
- ride along evaluations, and
- daily safety contacts.

Where evaluations and observations identify unsafe acts or conditions, retraining is provided to improve skill levels in accordance with corporate standards.

In addition to First Transit’s formal employee training program, the following safety training is also conducted.



Safety Meetings

- Twelve (12) safety meetings are issued to the locations annually with required topics identified by the location and region safety management
- Each meeting is to be a minimum of one (1) hour in length unless otherwise required by state, client or local regulations
- A required topic along with a safety campaign including posters and DVD is sent to each location for presentation to all employees
- Attendance is a condition of employment and is mandatory for all Operators, Management, Operational staff, and Maintenance personnel. *(Unless stated otherwise in the CBA.)*
 - Failure to attend all meetings will result in disciplinary actions up to and including termination.
- Client/Contract requirements may require safety meetings to be conducted on a more frequent basis than the First Transit minimum standards

Retraining

First Transit has a “zero” tolerance for preventable injuries and collisions, elimination of preventable injuries and collisions is our number one goal.

An employee involved in a preventable injury or collision is placed on administrative leave pending completion of the investigation and completion of any required retraining.

Safety Communication

Describe processes and activities to communicate safety and safety performance information throughout the organization.

Safety Awareness Programs

Establishing and maintaining a culture that demands safe behavior at all times is at the core of First Transit’s safety plan. This is done, in part, by providing a regular flow of positive information and recognizing those who are performing safely.

This is where our “**BeSafe**” program provides the structure and foundation for communicating safety messages and inspiring safe job performance at all levels. “BeSafe” takes safety to a more personal level. It is a company-wide commitment to safety, with the objective of continuous improvement by making safety a personal goal and incorporating behavioral change as a mitigation measure.

“BeSafe” focuses on positive change through routine personal “touchpoints” and coaching interactions between front-line employees and management. To reinforce the touchpoints, discussions and feedback sessions are conducted as needed.

This program inspires safe behavior among employees at all levels by;

- Generating system-wide participation in safety issues through positive reinforcement
- Encouraging all employees to “take ownership” for safety results
- Communicating safety policies, procedures and processes



- Engaging executives and managers at all levels, encouraging their active participation in safety management and communication
- Sharing safety results at the individual, project, region and national levels by celebrating success stories
 - **Individual Motivators – Individual Achievement Awards:** The “cultural carrot” to help affect individual safety improvement through the use of personal recognition awards. Currently established safety awards for First Transit employees are:
 - Annual Safe Driver Awards
 - Safety Solutions Team Recognition

The graphic features a pink header bar. Below it, on the left, is a 'World Class SAFETY' award logo. In the center is the 'First Transit SAFETY GEAR' logo, and on the right is the 'Safety Solution Team' logo. The main text reads: 'Safety Solutions Team Recognition Packet Identify and recognize your safety team members'. Below this, two items are shown: a blue hooded jacket labeled 'SST Members Award Jacket' and a black attaché case with a pen, labeled 'SST Member Attaché Kit Includes attaché case, padfolio and pen'. A central text block asks: 'Identify your SST members ALL the time Does your location team wonder who your SST members are? The SST team badge is a great way to make sure your SST members stand out. Order one of these personalized badges for each team member.' Below this are two circular badges for 'Eric Edwards, Safety Solution Team Member Since 2014'. At the bottom, a pink bar contains contact information: 'The Image Group is a FGA/First Transit Authorized Supplier Vendor #726135. Questions? Please call Judy Maiorana at 216.661.1011 x 2203 • www.theimagegroup.net.'

- **A Safety Leadership Group - The Safety Solution Team (SST):** Four to 10 location teammates dedicated to making safety “top-of-mind ” by identifying and resolving safety issues.
 - SST
 - Review the safety concerns they have worked on and improvements that have been implemented
 - Record and distribute SST meeting minutes
 - GM
 - Review “ Daily Safety & Health Walkthrough”
 - GM and SST
 - Recognize individuals who have earned years of safe driving
 - Pins and Certificates
 - Include bullets from SST Meeting minutes



- **A Communication Tool:** “First Transit Connect” employee app, a peer to peer safety communication tool offering safety tips, best practices, recognition, offering ideas on “What Works”, Safety Happenings, and Safety Pep Rallies

Your new employee app is here!

With the CONNECT app you can...

- ...get the latest news and info from your location
- ...keep up with what's happening nationally across First Transit
- ...give feedback ask questions, and submit ideas

Available FREE! for iPhone and Android! Download in the App store or Google Play

How to Get Started:

1. Go to your app store and find First Transit Connect.
2. Click *Get* or *Install* to download.
3. Open the app and register. (*Hint: Register is at bottom of screen. Your employee ID is on the right side of your paycheck or stub. You can also find it on your pay statement on the ADP self-serve website.*)
4. Once you've registered, you have access to all the features on First Transit Connect!

Download today and get connected!

Search your app store for **First Transit Connect** or ask your manager for more information. Need More Help? Email us at FirstTransitConnect@firstgroup.com

Download on the **App Store** GET IT ON **Google play**

Additional Information

Supporting Documentation

Include or reference documentation used to implement and carry out the Safety Plan that are not included elsewhere in this Plan.

Numerous standard operating procedures (SOP's), in addition to those mentioned in this plan, have been developed and incorporated into the operating practices at each First Transit location.

The SOP's have been designed to create operational consistency, increase awareness of risks and hazards, and provide easily duplicated processes for identifying and mitigating the risks associated with providing transit service. Some of those SOP's are as follows.



- High Interest Driver SOP's #206; #206a; #206b; #206c; #206d
- SOP #207 - Railroad Crossing Assessment
- SOP #502 – Sub-Contractors Working on Company Property
- Fire Prevention Plan SOP's #504; #504a; #504b; #504c; #504d
- Winter Safety – Snow Removal Action Plan SOP's #505; #505a; #505b; #505c
- Vehicle Fueling Spill Control SOP's #506; #506a; #506b; #506c; #506d
- SOP #507 - Pedestrian Visibility and Movement on Company Property
- SOP # 508 - Service Truck & Service Vehicle Visibility
- Emergency Action Plan SOP's #806; #806a; #806b; #806c; #806d
- First Transit Shop Safety Handbook
- Safety & Security Planning Manual

Definitions of Special Terms Used in the Safety Plan

Term	Definition

List of Acronyms Used in the Safety Plan

Acronym	Word or Phrase
ARC	Accident Review Committee
BTW	Behind-the-Wheel
DOT	Department of Transportation
DUI	Driving Under the Influence
DWI	Driving While Intoxicated
ESC	Executive Safety Committee
FGA	First Group America
F.O.R.M.	First Occupational Rehabilitation Management



FTA	Federal Transit Administration
HR	Human Resources
LGM	General Manager
LOTO	Lock-Out/Tag-Out
LSM	Location Safety Manager
MNT	Maintenance
OPS	Operations
OSHA	Occupational Safety & Health Administration
PPE	Personal Protective Equipment
PRM	Performance Review Management
SMS	Safety Management System
SOP	Standard Operating Procedure
SRC	Safety Resource Center
SST	Safety Solutions Team
UK	United Kingdom
VP	Vice President



Attachment A: First Transit Safety Policy

Safety Management Policy Statement

Introduction

Global in scale and local in approach, First Transit is an organization which combines a robust corporate structure with strong customer-centric, local operations. Throughout the company, our focus is conducting our business in a way that aligns with our core values:

- Committed to our customers
- Dedicated to Safety
- Supportive of Each Other
- Accountable for Performance
- Setting the Highest Standards

We believe these values to be essential components in our aim to achieve ZERO safety events, resulting in ZERO harm to our customers, our employees, our shareholders, and the environments in which we operate. First Transit's Safety Management System (SMS) encourages all First Transit employees to replace risky behaviors and thought processes that jeopardize safety in the workplace. Through the program, we are striving to build a cultural identity that is continually focused on safety. First Transit has adopted the core philosophy of, ***"Think Safe, Act Safe, BeSafe"***

Safety Management Policy

At the core of First Transit's mission is the commitment to protecting the safety and well-being of our passengers and employees. Our ***"Be Safe"*** program is the foundation of First Transit's Safety Management System (SMS) with three clear objectives:

1. To make progress on our way to "Zero Harm"
2. To make safety a personal core value through behavior change
3. To improve business performance

"Be Safe" – the driving force behind First Transit's Safety Management Policy - focuses on recognizing and acknowledging safe behavior and actions through positive reinforcement. All employees are empowered to report unsafe acts and working conditions without fear of reprisal.



Safety Management Policy Statement

The guiding principles that drive First Transit's SMS program are:

- **Knowledge:** Our greatest efforts will be directed at the key safety behaviors that will help reduce incidents.
 - **Recognition:** While not ignoring actions that undermine safety, the focus will be on acknowledging colleagues "doing it right" and positively reinforcing these actions.
 - **Openness:** Regular positive coaching interactions, or "touchpoints" will take place and communication at "debriefs" will be open and honest.
 - **Learning:** Reporting of incidents and near misses will be seen as learning opportunities to continuously improve work place safety.
- Courage:** We are all empowered to accept responsibility for our own safety and the safety of our colleagues and customers. If you assess something to be unsafe, you should have the courage to stop and find a safer way of doing things.

Performance improvement in all aspects of First Transit's operations is based on four key elements: *Leadership and Engagement; Risk Reduction; Safety Management; and Performance Management*. Each element includes safety as a top priority.

Leadership and Engagement depends upon honest and open communication from all employees; data collection from which critical decisions are formulated that impact daily, short term, and long-term operations; resource management; and future direction of First Transit.

Risk Reduction includes our comprehensive audit and inspection regime; hazard identification and reporting; continuous training and safety campaigns; employee safety evaluation reporting programs and procedures; employee and management observation of operations; and compliance assurance of FTA, DOT, and OSHA safety and operating requirements and recommendations.

Safety Management at First Transit has many forms; including Safety Solution Teams, Accident Review Committees, Local Client Liaison Committees at each local operation; the corporate Safety Department which gathers, analyzes, and communicates the safety information throughout the organization; and enforces policies and procedures to ensure all employees are conducting their business in the safest manner possible.



Safety Management Policy Statement

Performance Management, the final key element, uses many Key Performance Indicators relating to safety to evaluate First Transit's progress toward Zero safety events. Daily reports; monthly location scorecards; the Critical Activity Record Entry program which captures and compares safety data monthly; major events calls, which alerts management in real time of safety events; and regular calls and meetings between mid-level and upper management to review safety concerns; are a sampling of the tools employed to ensure that safety is first and foremost in everything we do.

Ongoing Company-Wide Commitment

As President of First Transit, I know our commitment and passion for safety runs far deeper than the words contained in this policy statement. While our roles may vary, everyone in our organization, from the highest levels of management to the employees on the street, has a responsibility for their own safety as well as the safety of colleagues and customers; and to perform the daily tasks of providing public transportation in as safe a manner as possible.

We at First Transit depend on every member of our team to do everything possible to protect our resources and environment from harm, now and into the future. We take great pride in this responsibility and our ability to meet these expectations.

Sincerely,

Bradley A. Thomas

President