



## **JOINT TRIAL EXHIBIT A16**

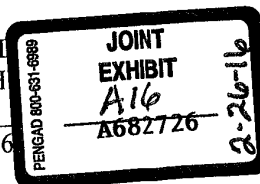
**REGIONAL TRANSPORTATION COMMISSION  
OF SOUTHERN NEVADA**

**CONTRACT WITH**

**LIDLAW TRANSIT SERVICES, INC.**

**Dated  
March 8, 2007**

MARKED FOR II  
PROPOSED EXH  
# A-16  
Case No. A682726



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00A16-00001

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## AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Contract"), made and entered into on March 8, 2007, by the Regional Transportation Commission of Southern Nevada (hereinafter referred to as "RTC") and Laidlaw Transit Services, Inc. authorized and existing under the laws of Delaware, and authorized to do business in the State of Nevada (hereinafter referred to as the "Contractor"), provides for the Contractor to supply paratransit services in the Clark County area, as described below.

## WITNESSETH

WHEREAS, RTC conducted a competitive procurement process to select a provider of paratransit services compliant with the complementary paratransit requirements of the Americans with Disabilities Act of 1990 (ADA) for the RTC's public transportation system, known as the Citizens Area Transit System (hereinafter referred to as "CAT System");

WHEREAS, pursuant to that process, RTC selected the Contractor to provide core Americans with Disabilities Act complementary paratransit services for the CAT System, as described herein (hereinafter referred to as "CAT ADA Paratransit Services");

WHEREAS, through the competitive procurement process referenced above, RTC also selected the Contractor to provide certain transportation services designed to meet the needs of senior citizens (Senior Transportation) and certain other non-ADA paratransit services (CATSTAR);

WHEREAS, the CAT ADA Paratransit Services, Senior Transportation and CATSTAR are collectively referred to as "Specialized Services"; and

WHEREAS, the Contractor is competent to perform the services described herein and desires to enter into this Contract with RTC for the provision of such services;

NOW THEREFORE, in consideration of the mutual promises hereinafter given, it is

mutually agreed by and between the Contractor and RTC as follows:

## **SECTION 1. DEFINITIONS**

As used in this Contract:

(a) **Americans with Disabilities Act of 1990 (ADA)**. The term "Americans with Disabilities Act of 1990" or "ADA" means the statute enacted by the United States Congress as Public Law Number 101-336.

(b) **Assumed Annual Service Hours**. The term "Assumed Annual Service Hours" means the range of service hours (with an identified floor and ceiling) on an annual basis that is anticipated by RTC to meet the requirements of the Contract. The Assumed Annual Service Hour range for each year of the Contract and for each option year is set out in Section 4 of this Contract.

(c) **Best and Final Offer**. The term "Best and Final Offer" or "BAFO" means the final, written proposal made by the Contractor in response to a written request by RTC after the conclusion of discussions with proposers, and submitted by the date and time specified in RTC's written request.

(d) **CAT ADA Paratransit Services**. The term "CAT ADA Paratransit Services" has the meaning set forth in the Recitals to this Contract.

(e) **CATCOM**. The term "CATCOM" refers to the Citizens Area Transit (CAT) Communication system used by RTC in support of radio dispatch activities. The CATCOM paratransit system integrates the Specialized Services scheduling and dispatching software (currently Trapeze PASS) with Global Positioning System (GPS)-based Automatic Vehicle Locator (AVL) functions (currently Orbital TMS Orbcad). It includes data transmissions from equipment, and emergency alarm systems. All information interfaces with other RTC

computer systems.

(f) **CATSTAR**. The term "CATSTAR" refers to specialized non-ADA services provided through subscription trips for individuals traveling to and from social service agencies that provide sheltered workshop employment opportunities.

(g) **Contract**. The term "Contract" means this agreement between RTC and the Contractor.

(h) **Contractor**. The term "Contractor" means the firm, company, corporation, partnership, or association executing this Contract as an entity providing the services specified herein.

(i) **Contractor General Manager**. The term "Contractor General Manager" means the person identified by the Contractor and approved by RTC, responsible for carrying out the Contractor's duties under the Contract.

(j) **Days**. The term "days" means calendar days recognized by RTC, unless otherwise specifically noted.

(k) **Deadhead**. The term "Deadhead" means movement of a Revenue Vehicle, without passenger(s), from the garage or yard to the origin point of the first trip identified on the daily trip manifest, and from the destination point of the last trip identified on the daily trip manifest to the garage or yard.

(l) **Deadhead Time**. The term "Deadhead Time" means the period of time a Revenue Vehicle is engaged in a Deadhead movement.

(m) **Deployment Plan**. The term "Deployment Plan" means the organization plan indicating the specific start and stop times on each day for each Revenue Vehicle.

(n) **Dispatch**. The term "Dispatch" means the function of assigning, including through radio communication, Revenue Vehicles and operators to cover scheduled paratransit

trips and Senior Transportation services.

(o) Facilities. The term "Facilities," in general, means RTC provided buildings, structures, and grounds identified in Appendix E and buildings' related equipment listed in Appendix H. Where sections and subsections in this Contract specifically identify exclusions of Contractor responsibility for actual facility portions, those sections and subsections will control the definition of "Facilities" as it relates to those sections and subsections.

(p) Facility Maintenance. Facility Maintenance is the work required to preserve or restore buildings, grounds, utilities, systems, and equipment to original condition or such condition that it can be effectively and efficiently used for its intended purpose.

(q) Federal Transit Administration (FTA). The term "Federal Transit Administration" or "FTA" means the Federal Transit Administration of the United States Department of Transportation or its successor entity.

(r) Flexible Demand Response (FDR). The term "Flexible Demand Response" or "FDR" refers to an advanced reservation community service demand response provided to eligible seniors.

(s) Governing Body of the Regional Transportation Commission of Southern Nevada. The term "Governing Body of the Regional Transportation Commission of Southern Nevada" or "RTC Governing Body" refers to the elected representatives of the entities of Clark County, Nevada, including the County of Clark and the cities of Las Vegas, North Las Vegas, Henderson, Boulder City, and Mesquite, who make up the voting membership of the Regional Transportation Commission of Southern Nevada.

(t) Holiday Schedule. The term "Holiday Schedule" means a modified schedule to provide a different level of transit service on designated days.

(u) Late Trip. A "Late Trip" is any one-way leg of a trip where the Revenue

Vehicle does not arrive at the passenger's pick-up address by the end of the on-time window.

(v) Manifest. The term "Manifest" means the list of passenger trips provided by RTC staff to the Contractor to be carried out on CAT Specialized Services, and includes, at a minimum, the following information: customer name, pick-up and drop-off addresses, pick-up time, trip identification number, equipment used by the passenger, authorization for Personal Care Attendant (PCA), number of guests, payment status, and special instructions (such as directions or conditions). The manifest may be either electronic or printed.

(w) Missed Trip. A "Missed Trip" occurs when a vehicle does not arrive to pick-up a passenger within 30 minutes of the end of the on-time window.

(x) On-time Performance. The term "On-time Performance" for paratransit services means the performance of passenger trip pick-ups within the On-Time Window as defined by RTC. "On-Time Performance" for Silver-STAR means arriving at a time point within one minute of the scheduled time.

(y) On-Time Window. The term "On-Time Window" means the allowable deviation from the scheduled passenger pick-up time, defined in minutes. The scheduled passenger pick-up time is the time appearing on a Manifest, that RTC indicated to the passenger that the passenger is scheduled to be picked up. For purposes of Specialized Services allowable deviation will be from five (5) minutes before to twenty-five (25) minutes after the scheduled pick-up time stated on the Manifest.

(z) Proposal. The term "Proposal" refers to the written document submitted by the Contractor in response to the Request for Proposals (RFP).

(aa) Public Hearing. The term "Public Hearing" means an open forum in which the opinions and concerns of the public community are solicited.

(bb) Regional Transportation Commission (RTC). The terms "Regional

Transportation Commission," "RTC," and "Commission" shall refer to the Regional Transportation Commission of Southern Nevada, the designated Metropolitan Planning Organization for Clark County, Nevada.

(cc) Revenue Vehicle. The term "Revenue Vehicle" means any vehicle utilized to provide Specialized Services carrying fare-paying passengers in RTC's transportation service area in accordance with this Contract.

(dd) RTC General Manager. The term "RTC General Manager" means the General Manager of the RTC or the person designated in writing by the RTC General Manager to carry out his or her duties under this Contract.

(ee) RTC Project Manager. The term "RTC Project Manager" means the individual designated by the RTC General Manager to administer the RTC's responsibilities under the Contract or the person designated by the RTC Project Manager to carry out his or her responsibilities under the Contract.

(ff) Run. The term "Run" for Silver-STAR means the work assignment for a specified vehicle assigned to one fixed route.

(gg) Run Time. The term "Run Time" for Silver-STAR refers to the time in revenue service for a specified vehicle assigned to one fixed route.

(hh) Schedule. The term "Schedule" means the sequence of the manifest, which instructs the vehicle operator regarding required pick-up and drop-off times.

(ii) Senior Transportation. The term "Senior Transportation" means non-ADA services marketed to passengers 62 and older and provided through Silver-STAR and FDR.

(jj) Service Hours. The term "Service Hours" means the time that begins when a Revenue Vehicle arrives at the first pick-up location on a manifest for ADA Paratransit, CATSTAR and FDR or time point for Silver-STAR and that ends when the Revenue Vehicle

completes the last drop-off on the manifest or time point for Silver-STAR, provided, however, that Service Hours do not include those times when a Revenue Vehicle is out of service for vehicle operator lunch, refueling, mechanical breakdown, or other operational variation which would remove a vehicle from availability for revenue service.

(lkk) Service Operation Date. The term "Service Operation Date" refers to the date on which service operations under this Contract begins, which is specified in Section 3(a) as July 1, 2007.

(ll) Silver-STAR. The term "Silver-STAR" refers to a community service one-way loop provide for Senior Transportation.

(mm) Solicitation. The term "Solicitation" means an Invitation to Bid, Request for Proposals, or other form of document used to procure equipment or services.

(nn) Specialized Services. The term "Specialized Services" means a combination of services offered by the Regional Transportation Commission of Southern Nevada to address the specialized transportation needs generally met through regular fixed route transportation, for individuals such as some persons with disabilities and/or some senior citizens.

(oo) Support Vehicle. The term "Support Vehicle" means any vehicle needed to support the operation and maintenance of Specialized Services provided in accordance with this Contract, including, but not limited to, cars, vans, tow trucks, lift-equipped vans, and service trucks.

(pp) System. The term "System" means a complete and organized sum of integral parts that make up a working unit such as hardware, software, mechanical, electrical and structural systems. Examples include, but are not limited to, bus washers, building structures, flooring, fire/life safety, plumbing, mechanical, electrical, pneumatic, HVAC and lighting systems.



(qq) Time Point. The term "Time Point" will be used in reference to Silver-STAR service and means a fixed geographic point where a vehicle is designated to depart in Revenue Service at a specified time.

(rr) Trip. The term "Trip" means the one-way movement of a passenger on CAT Paratransit Services from that passenger's pick-up location to his or her drop-off location as designated on the vehicle operator's manifest.

(ss) Trip Time. The term "Trip Time" means the amount of time scheduled for one Revenue Vehicle to complete a trip.

## SECTION 2. STATEMENT OF WORK

### (a) In General.

(1) To assist RTC in complying with the paratransit services provisions of Title II of the Americans with Disabilities Act (ADA), and to enhance the provision of public transportation generally in RTC's service area, RTC selected the Contractor through a competitive procurement process, to operate Citizen Area Transit (CAT) ADA Paratransit Services, Specialized non-ADA CATSTAR services, and Specialized Senior Transportation, collectively referred to as CAT Specialized Services. The CAT ADA Paratransit Services system provides door-to-door paratransit to ADA-eligible passengers in a service area that includes the urbanized greater Las Vegas Valley area of Clark County as outlined in Appendix C, Service Characteristics. As set out more fully in subsection (d) of this Section, the Contractor's responsibilities will include the hiring and training of personnel adequate for the operation and maintenance of RTC-provided facilities as well as RTC-provided and/or Contractor-provided Specialized Services vehicles and the dispatching of those vehicles based upon passenger scheduling performed jointly by the Contractor and RTC

and upon manifests generated by RTC. The Contractor will also be responsible for assisting RTC in the development and maintenance of policy direction and standards for the day-to-day administration of Specialized Services provided under this Contract.

(2) The Contractor's performance shall be in accordance with the Contractor's Proposal (attached hereto as Appendix A), as modified by the Contractor's BAFO (attached hereto as Appendix B), and the obligations of this Contract, including the Appendices hereto. However, in the event of a conflict between the Contractor's Proposal or BAFO and the requirements stated in this Contract, the latter shall prevail.

(3) This Contract and the RFP, all addenda to the RFP, and Contractor's response thereto, which are all incorporated herein in their entirety by this reference, shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and shall supersede all prior discussions between the parties. Except as set forth herein this Contract may only be modified by mutual written agreement of the parties. The terms and conditions of the Contract or a subsequent written agreement shall control in the instance of any conflicts between this Contract and the RFP, all addenda to the RFP, and contractor's response thereto.

(b) Project Organization. -- A clearly defined allocation of responsibility for all services is critical to the successful administration of this Contract.

(c) Responsibilities of RTC. -- RTC's responsibilities shall be as follows:

(1) Administration

- (A) Establish operating and maintenance requirements for the Contractor in this Contract, including any amendments or supplemental agreements to this Contract.
- (B) Identify and plan for new and revised services and development of service scopes for competitive procurement in accord with the Transportation Improvement Program/Short Range Transit Plan.

- (C) Providing continuing service planning and capital planning, short and long range planning, in accordance with the Planning Policies and Procedures adopted by the Commission.
  - (D) Develop and implement policies on issues related to RTC's public transportation services, including, but not limited to, service area, hours of service, and fares.
  - (E) Coordinate informational reports.
  - (F) Carry out marketing activities, including the publication of informational brochures, and materials that increase the accessibility for visually and hearing impaired persons in accordance with the ADA.
  - (G) Administer a vehicle advertising program for RTC-owned vehicles.
  - (H) Pay the Contractor for services properly rendered.
  - (I) Administer and monitor this Contract and inspect the performance of the Contractor for compliance with the Scope of Service and the Contract.
  - (J) Audit all of the Contractor's records, including but not limited to, cost, performance and compliance with contractual requirements.
  - (K) Comply with Federal, State and local laws and regulations.
  - (L) Provide Contractor with official notice and direction for all meetings, at which the Contractor is responsible for the presentation of information.
- (2) Fares
- (A) Establish and evaluate fare policies and the fare structure.
  - (B) Audit reporting processes for accuracy of data and calculations.
- (3) Operations
- (A) Provide (either directly or by contract) a certification service to determine eligibility of applicants for ADA paratransit services.
  - (B) Maintain a current record of clients eligible for its ADA, non-ADA and, where applicable, senior transportation services. Provide information from such records as may be necessary for the Contractor to perform its responsibilities under the Contract.

- (C) Develop and maintain parameters for use in the deployment, scheduling, and trip manifest development in cooperation with the Contractor.
  - (D) Provide (either directly or by contract) a complete customer service information and reservation telephone line, including customer voice phone and TDD service.
  - (E) Investigate unsafe practices.
  - (F) Provide (either directly or by contract) facility security systems at the Integrated Bus Maintenance Facility (IBMF) to include building access control, camera systems and alarms.
  - (G) Provide (either directly or by contract) facility security systems at the Sunset Maintenance Facility to include access gate control, building access control, camera systems and alarms.
  - (H) Provide cellular telephones for Road Supervisors for communication with Radio Dispatch.
- (4) Facilities, Maintenance, and Rolling Stock
- (A) Install and maintain facilities in accordance with Barrier Free Design Standards issued in the September 6, 1991, Federal Register, 49 C.F.R. Parts 27, 37 and 38, "Transportation for Individuals with Disabilities; Final Rule," as amended.
  - (B) Provide administrative and operations office space, vehicle storage, and vehicle maintenance facilities as specified in Appendix E for use by the Contractor in connection with the performance of Contract services.
  - (C) Provide the Revenue Vehicles used for CAT Specialized Services for use in provision of the service components described in this RFP, mark those Revenue Vehicles with appropriate logos and paint schemes, and equip those Revenue Vehicles with tires, radios, fareboxes and a camera recording system. The current fleet of Revenue Vehicles is listed in Appendix F.
  - (D) Provide Compressed Natural Gas (CNG) and diesel fuel dispensing and monitoring equipment, CNG and diesel fuel and appropriate back-up fueling points as identified in Appendix J. Maintain the CNG fueling sites.
  - (E) Maintain the standby generator(s).
  - (F) Determine six (6) months in advance of the opening of the Sunset

Maintenance Facility whether RTC will assume the full facility maintenance responsibilities, amend the Contract to accept the Best and Final Offer (BAFO) cost submitted by the Contractor regarding the Contractor assuming the maintenance responsibilities for the Paratransit portion of the Sunset Maintenance Facility, or conduct further negotiations with the Contractor to assume a limited portion of the maintenance responsibilities at the Sunset Maintenance Facility.

(5) Technology Equipment

- (A) Provide and maintain access to various computer software programs which are appropriate for performing the operational functions listed below. The software listed below is currently in use by RTC:
  - (i) Trapeze PASS 4.71: Maintaining eligibility information, generating and revising manifests, and conducting radio dispatch functions within the Specialized Services scheduling and dispatch software.
  - (ii) ORPAC FuelOmat: Performing fuel and fluid management. (Formerly Raypac Network, Inc. (RNI)).
  - (iii) Ron Turly Associates (RTA): For the purpose only of Revenue Vehicles provided by the RTC, coordinating vehicle maintenance for the useful lives of those Revenue Vehicles.
  - (iv) MP2: Maintaining RTC-provided Facilities maintenance tracking.
  - (v) Orbital TMS ORBCAD: Radio communications, vehicle tracking through GPS based and AVL, and mobile data terminal interface for manifest dissemination.
  - (vi) Security Management System: The system primarily comprised of closed circuit television (CCTV), access control, intrusion detection, and duress buttons.
- (B) Provide licenses, both portal access and system specific, for given operational business use for software items identified in subsection (A) above.
  - (i) Review requests from the Contractor for access to system software beyond that already in use and render decision(s) regarding the requests based on business need as determined by RTC.
  - (ii) Charge the Contractor, through a one time deduction from the monthly invoice payment, for additional portal and software licenses for access to Trapeze, ORPAC or TMS ORBCAD beyond

the level that RTC determines is necessary to perform the services.

- (C) Provide for any changes to CATCOM equipment and procedures, and offer Train-the-Trainer enhancement training.
- (D) Provide and maintain host computer hardware and infrastructure associated with the CATCOM radio dispatch systems.
- (E) Over the course of the contract term, if RTC implements any changes to any of its designated software, the Contractor will be required to participate in scheduled training and to make any necessary adjustments to implement the new software program.
- (F) Purchase, install and maintain required CATCOM radio, automated mobile data terminal (AMDT) and automatic vehicle locator (AVL) equipment for use in Contractor-provided vehicles.
- (G) Provide maintenance to equipment associated with the CATCOM system and for other equipment installed on RTC owned vehicles, including the digital surveillance system and fareboxes.

(d) **Responsibilities of the Contractor.** -- The Contractor's responsibilities shall be as follows:

(1) **Administration**

- (A) Provide qualified personnel having transit management, paratransit operation, safety/security, and facility/vehicle maintenance experience, including CNG fuel maintenance experience, necessary to operate the CAT Specialized Services transportation systems.
- (B) Provide and maintain all office equipment and supplies needed for operation of the contracted CAT Specialized Services transportation system including, but not limited to, all computers, including hardware, software required by the Contractor to perform its own administrative functions, and peripherals, all furniture, and all copiers and facsimile equipment.
- (C) Pay monthly telephone bills, utility bills, and other associated expenses for contracted CAT Specialized Services.
- (D) Assist RTC in marketing in accordance with RTC's marketing plans and other marketing activities as determined by the RTC Project Manager.
- (E) Refer all RTC-related media inquiries to RTC, and cooperate in providing public information through RTC.

- (F) Provide all required reports in a timely manner and maintain written and verbal communications with the RTC to the satisfaction of the RTC Project Manager.
  - (G) Comply and/or assist with RTC's monitoring and auditing programs including, but not necessarily limited to, Section 5335 (a) filings and Title VI submittals.
  - (H) Assist RTC staff in developing improvements to the services contracted. Cooperate and assist with RTC's programs, including but not limited to ridership or customer satisfaction surveys that may be periodically undertaken.
  - (I) Attend regularly-scheduled and special meetings with the RTC staff or with RTC at the request of staff.
  - (J) Respond promptly and precisely to RTC staff requests for information.
  - (K) File operating, financial, and performance reports and invoices in a timely manner in order to allow RTC to review their content or incorporate the data into reports and plans as appropriate for timely delivery to the final user.
  - (L) Promptly notify RTC of any deficiencies in proposed CAT Specialized Services system expansion, alterations, and/or service reductions.
  - (M) Provide insurance coverage as required in this Contract.
  - (N) Submit quarterly reports outlining compliance with the Contractor's Disadvantaged Business Enterprise (DBE) Plan.
  - (O) Assure compliance and enforcement of all RTC passenger rules as well as RTC policies and procedures as provided by RTC.
- (2) Fares
- (A) Collect fares, retain custody of fares, and tabulate fare receipts in a manner that complies with RTC's established fare policy. Refer to Appendix C for list of fares.
  - (B) For passengers who do not pay the full fare, notify RTC through the Fare Non-Payment Acknowledgement form process (Refer to Appendix R).
- (3) Operations

- (A) Provide Specialized Services as specified in the corresponding Service Characteristics, Appendix C of this Contract.
- (B) Assign a dedicated full-time Contractor Project Manager who will be responsible for managing all aspects of the Contractor's performance of Contract activities and responsibilities.
- (C) Provide radio dispatch service in accordance with the RTC's trip reservation booking process and manifest development by means of a system that is compatible with the RTC's practice and software.
- (D) Receive and respond to calls on the day-of-service from passengers checking on the status of pre-scheduled trips.
- (E) During business hours, and where not contractually provided by RTC, provide adequately trained staff or sub-contractor personnel to access control points where the general public may otherwise access the facility unchallenged, for example the administrative lobby.
- (F) Supervise CAT Specialized Services with Road Supervisors dedicated to Specialized Services in accordance with the Staffing and Personnel Program included as Appendix S. The on-road, dedicated Road Supervisors will respond to and take corrective action with respect to passenger incidents and in-service failures such as accidents, vehicle breakdowns, equipment failures, and jammed fareboxes.
- (G) Meet or exceed all operations, equipment, and maintenance requirements established in the Contract.
- (H) Meet or exceed performance and safety standards as described in the submitted proposal and the Safety, Security and Emergency Preparedness Plan included as Appendix L to this Contract and provided under separate cover.
- (I) Meet or exceed employee hiring, retention, and training standards specified in this Contract and proposed by the Contractor in the plan submittals.
- (J) Investigate accidents and unsafe practices.
- (K) Cooperate with law enforcement agencies with respect to security activities on-board buses and elsewhere.
- (L) Report immediately to the RTC Project Manager or designee, all accidents (including passenger related accidents). In addition, report any other non-routine event or operational deviation that results in consequences to a CAT Specialized Services customer or to a RTC-



provided Revenue Vehicle.

- (M) Provide information necessary for the RTC to file Section 5335(a) reports to the National Transit Database (NTD) for the FTA.
- (N) Utilize RTC-owned and/or operated fuel facilities identified in Appendix J for the fueling of Revenue Vehicles or absorb the costs of fueling Revenue Vehicles at alternate sites without prior approval from the RTC Project Manager or designee. RTC will not provide fuel nor reimburse the Contractor for the fueling of Support Vehicles.
- (O) Maximize productivity of Specialized Services resources (both Contractor and RTC resources) in a manner consistent with RTC direction, and where applicable, ADA regulations and guidelines.
- (P) Assist in developing processes for optimizing trip manifests generated by RTC using the Specialized Services resources (both Contractor and RTC resources) in a manner consistent with RTC direction, and where applicable, ADA regulations and guidelines.
- (Q) Provide recommendations to RTC staff regarding demand management, and assist RTC in the identification and implementation of "nontraditional" transit services designed to manage demand.
- (R) Assist in developing processes for optimizing trip manifests generated by RTC using the Specialized Services scheduling and dispatch software (Trapeze PASS).
- (S) Assist in expanding the knowledge base and extending the expertise of RTC scheduling staff, and train Contractor dispatch staff to optimize productivity.
- (T) Assist RTC with provision of same day service.
- (U) Assign staff to perform data entry of the manifests to assure that all data required by RTC are correctly entered into the Trapeze system. Refer to Appendix P for the Trip Edit/Trip Audit Process.

(4) Facilities

- (A) Maintain the RTC-provided Facilities dedicated to CAT Specialized Services at the paratransit portion of the IBMF and maintain all related integrated systems including the automatic bus washer(s).
- (B) Develop a Facilities Maintenance Plan (FMP) (to be included as Appendix G of this Contract) that identifies the factors to accomplish the

maintenance of the facilities, equipment, and systems. The FMP will include the following:

- (i) Reporting forms, schedules and procedures for all maintenance activities.
  - (ii) Preventive Maintenance Program/Plan (PMP) identifying the daily, weekly, monthly and yearly preventive maintenance tasks and inspections; including an inventory of all facility fixed assets, task lists, frequencies, and schedules for preventive maintenance.
  - (iii) Notification process to RTC of any deficiencies in the Facilities or any elements of the PMP that are not being accomplished in the time scheduled.
- (C) Develop a fire and emergency evacuation plan in accordance with State and local ordinances of the applicable jurisdictions in which the maintenance facilities are located.
- (D) Share, with other user(s) of the IBMF, maintenance costs for:
- (i) Commercial Driver's License (CDL)/Roadeo course, including costs for paving, landscaping any related expenses.
  - (ii) The two IBMF access roads.
  - (iii) Security booth at the Simmons Road vehicle access gate and the personnel cost for staffing this booth.
- (E) Accurately maintain the data in the RTC specified facilities maintenance software (currently using MP2).
- (F) Submit a storm water pollution prevention plan in accordance with Appendix M, as required by the Nevada Department of Environmental Protection, and renew the plan annually, as required.
- (G) Administer the data within the Security Management System located in facilities under the control of the Contractor.
- (5) Maintenance and Rolling Stock
- (A) Maintain all Revenue Vehicles and equipment, whether RTC-provided or Contractor-provided, necessary for performance of the Contract; repair or replace any RTC-provided Revenue Vehicles and equipment that are damaged, lost or stolen during the duration of the Contract; and mark all Contractor-provided Revenue Vehicles with appropriate logos and paint schemes

- (B) Provide, maintain, fuel and repair all Support Vehicles used in supporting the Specialized Services specified in this Contract. The Support vehicles and all associated expense, including insurance, parts and repair, are the sole responsibility of the Contractor and are subject to audit by RTC.
- (C) Provide adequate and appropriate shop equipment and special tools as necessary to perform the necessary maintenance tasks of Revenue Vehicles except for those normally and permanently affixed to the building or grounds at the IBMF or the Sunset Bus Maintenance Facility. A list of the tools permanently affixed to the IBMF is set out in Appendix H.
- (D) Acquire and maintain a parts inventory adequate for the type and number of Revenue Vehicles in the fleet.
- (E) Promptly notify RTC of any deficiencies in RTC-provided Revenue Vehicles, or of any deficiencies with Contractor-provided vehicles that would result in not meeting the daily provision of service.
- (F) Promptly notify RTC of any problems with delivery of fuel required to keep the Revenue Vehicles in operation as described in Appendix C, Service Characteristics.
- (G) Provide on-road, dedicated Road Supervisors to respond to and take corrective action with respect to incidents and in service failures such as equipment breakdowns, accidents, jammed fareboxes, and passenger incidents.
- (H) Provide, and replace if necessary during the life of the Contract, non-revenue wheelchair accessible vehicles for use by Road Supervisors.
- (I) In the event that RTC's vehicle level no longer adequately supports ridership demand, provide sufficient vehicles to meet the excess demand, either by purchase, lease or from its existing corporate inventory.
  - (i) The Contractor and RTC agree to work cooperatively to determine the most cost effective and fastest method of providing vehicles.
  - (ii) Contractor and RTC will work together to evaluate the appropriate method of payment to the Contractor for the actual vehicles used. Payment may include, but is not limited to, an adjustment to the hourly service rate; a one-time payment for the Contractor purchase price; a short term payment plan based on manufacturing deadlines; or a monthly lease agreement

(iii) Contractor will obtain approval from the RTC Project Manager, or designee, prior to activating in Revenue Service the vehicles referenced above.

(iv) Compliance with this subsection may qualify as an exception to the Prohibition of Pass-Through Payments under Section 7.

(6) Technology Equipment

- (A) Provide Information Technology infrastructure for normal business operations to include, but not limited to, an appropriate network, internet access, Email, etc.
- (B) Maintain all Contractor computer hardware, infrastructure, software, and peripherals, including an appropriate computer systems security and antivirus program.
- (C) Provide appropriate computer hardware and a computer modem (Refer to Appendix I) to interface with the RTC host computer system and to operate the dispatch software provided by and used by RTC, RTA vehicle management software, and ORPAC fuel management software.
- (D) Maintain and upkeep of RTC-required computer hardware and RTC-provided software, including, but not limited to, the RTA fleet management, ORPAC fuel management equipment, and MP2 (or other approved) facilities maintenance software. (All RTC computer hardware is identified in Appendix I.)
- (E) Over the course of the contract term, if RTC implements any changes to its designated software, the Contractor will be required to participate in scheduled training and to make any necessary adjustment to implement the new software program.
- (F) Provide a telephone system that will accommodate the business needs of the Contractor, and provides the infrastructure to receive, place in queue, and record calls from passengers checking on the status of pre-scheduled trips.
  - (i) The Contractor will need to provide automated reporting capabilities to validate the acceptance rate and the hold time levels.
- (G) Comply with RTC Information Technology requirements as set out in Appendix K of this Contract.
- (H) Pay for portal and software licenses for access to Trapeze, ORPAC, or

TMS ORBCAD beyond those licenses for which RTC has determined there to be a business need.

**SECTION 3. TERM OF CONTRACT**

(a) **Contract Term.** -- The term of this Contract is for a period of three (3) years with two (2) two (2) year options as described below in subsection (b). Service under the Contract will commence on July 1, 2007 at 12:01 a.m.

(b) **Options.** -- RTC will have the option of extending this Contract for two (2) additional two (2) year periods commencing respectively the day after Year 3 of the Contract and the day after Option Period 1 of the Contract. RTC will provide the Contractor with notice of whether it intends to exercise an option at least 120 days before the end of the Contract year then in effect (Year 3 or Option Period 1).

(c) **Extension of Contract.** -- During Year 3 of the Contract and Option Periods 1 and 2 of the Contract, the RTC will have the right to exercise an extension of the Contract of up to 120 days by providing the Contractor at least sixty (60) days' advance written notice. In the event that RTC exercises the right to extend the Contract, the Contractor shall perform all Contract services at the same rates as are applicable for the Contract year during which the extension is exercised.

(d) **Transition.** -- At the completion of this Contract term, or in the event of a termination of this Contract prior to the completion of its term, the Contractor shall reasonably cooperate in any procurement process conducted by RTC and in any transition to a new contractor to manage and operate Specialized Services (including, but not limited to, the provision of access to RTC-owned vehicles and the Facilities, coordination of equipment transfers, and related actions).

SECTION 4. COST OF SERVICE

(a) Rate of Compensation. -- The cost of service to be paid by RTC to the Contractor shall include all services identified in the Contract based upon the combined service hour ranges as follows:

CONTRACT YEAR 1

<u>ASSUMED ANNUAL SERVICE HOURS</u>	<u>COST PER SERVICE HOUR</u>
470,490 to 516,921	\$52.18

CONTRACT YEAR 2

<u>ASSUMED ANNUAL SERVICE HOURS</u>	<u>COST PER SERVICE HOUR</u>
497,584 to 546,693	\$53.19

CONTRACT YEAR 3

<u>ASSUMED ANNUAL SERVICE HOURS</u>	<u>COST PER SERVICE HOUR</u>
527,771 to 579,806	\$54.14*

OPTION PERIOD 1 (TWO YEARS)

<u>ASSUMED ANNUAL SERVICE HOURS</u>	<u>COST PER SERVICE HOUR</u>
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Contract Year 4

558,815 to 613,995	\$55.75
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Contract Year 5

592,651 to 651,186	\$56.79
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OPTION PERIOD 2 (TWO YEARS)

<u>ASSUMED ANNUAL SERVICE HOURS</u>	<u>COST PER SERVICE HOUR</u>
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Contract Year 6

624,602 to 686,305	\$58.31
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Contract Year 7

666,266 to 742,098

\$59.76

\* In the event that Sunset Maintenance Facility is available for Contractor use, the rate as of the month of Contractor occupancy shall be \$54.47 for Contract Year 3.

(b) Base Contract Period. -- Year 1 of the Contract shall commence on July 1, 2007, and shall end one year thereafter. Year 2 shall commence on July 1, 2008, and shall end one year thereafter. Year 3 shall commence on July 1, 2009, and shall end one year thereafter.

(c) Option Periods. -- In the event that RTC exercises the first Option, Year 4 of the Contract shall commence on July 1, 2010, and shall end one year thereafter, and Year 5 of the Contract shall commence on July 1, 2011, and shall end one year thereafter. In the event that RTC exercises the second Option, Year 6 of the Contract shall commence on July 1, 2012, and shall end one year thereafter, and Year 7 of the Contract shall commence on July 1, 2013, and shall end one year thereafter.

SECTION 5. INVOICES AND PAYMENTS

(a) Rate and Scope of Compensation. -- The Contractor shall be compensated by RTC for the services performed under this Contract solely on the basis of the service hour rate (as provided in Section 4 of this Contract) provided however, that start-up costs shall be treated separately. This compensation covers all of the Contractor's costs associated with this Contract, including the cost of operating services, acquiring, maintaining, repairing, and replacing Revenue Vehicles (including parts and components) and other equipment, and maintaining and repairing the Facilities.

(b) Start-Up Costs. The Contractor shall submit separate monthly invoices for start-up costs in an amount not to exceed the start-up cost estimate of \$279,050 provided in the

BAFO. The start-up period shall begin on the date of the Notice to Proceed and continue through July 31, 2007.

(c) Invoice Submittal. -- The Contractor will submit a monthly invoice to RTC for the hours of service provided under this Contract. Prior to submittal of the invoice, the Contractor is required to have completed the trip edit and audit process as established by RTC and set out in Appendix P. The invoice must be accompanied by all of the reports required by Section 26 of this Contract. RTC may withhold payment if all required reports do not accompany the Contractor's invoice.

(d) Marking of Invoices. -- Invoices for payment will be so marked, to include a reference to the Contract number and a purchase order number, and will be consecutively numbered. The Contractor shall provide a separate invoice for each of the services provided and shall forward the invoices to:

Accounts Payable  
Regional Transportation Commission  
600 S. Grand Central Parkway  
Las Vegas, Nevada 89106-4512

(e) Reservation by RTC. -- RTC reserves the right to request any and all information to support any charges submitted in the invoice. The RTC Project Manager may withhold payment for services that he or she believes were improper, failed to meet service specifications, or were otherwise questionable, and may offset liquidated damages, to the extent chargeable under Section 9, against any payment due.

(f) Payment Period. -- Payment will be made within thirty (30) days of verification and acceptance of the invoices by the RTC Project Manager.

(g) Final Payment. -- RTC may withhold from the monthly payment for the last month of the Contract an amount which RTC believes, in good faith, to be sufficient to address



any potential overpayments that need to be reconciled in connection to the Contractor's final invoice and any outstanding payment issues in connection with Contract close out. Upon termination of the Contract, the Contractor shall submit to RTC a final invoice accompanied by all of the reports required by Section 26 of this Contract and including any other financial or accounting information needed for Contract close out. RTC shall pay all amounts in such final invoice not in dispute within thirty (30) days of verification and acceptance of the invoice by the RTC Project Manager. The Contractor and the RTC Project Manager shall meet promptly to attempt to resolve any remaining disputed costs or charges or other outstanding issues.

**SECTION 6. ADJUSTMENTS FROM ASSUMED ANNUAL SERVICE HOURS RANGES**

(a) **Rate of Compensation.** -- Section 4(a) of this Contract includes the Contractor's rates of compensation based on service hours. Section 4(a) also includes the range of service hours to which the rates apply.

(b) **Lack of Service Hours.** -- In the event that the total number of service hours during any Contract year is less than the floor number of service hours as set out in the applicable Assumed Annual Service Hours range, either party may request a renegotiation of the rate applicable to those hours that are less than the number of such floor hours.

(c) **Excess of Service Hours.** -- In the event that the total number of service hours provided during any Contract year is in excess of the ceiling number of service hours as set out in the applicable Assumed Annual Service Hours range, either party may request a renegotiation of the rate applicable to those hours that are in excess of the number of such ceiling hours.

(d) **Modification of Scope of Work.** -- In the event RTC substantially modifies the

scope of work, including but not limited to, the expansion of the service area, hours of service; significant changes in policy, maintenance requirements and performance standards; provision of facilities; or if Federal, State or local legislation or regulations are passed which mandate increased costs to Contractor in providing services hereunder, RTC and Contractor shall renegotiate in good faith rates set forth in Section 4.

(e) Negotiation of Rate Adjustments. -- Any adjustment in rates resulting from this Section shall be negotiated on an annual basis. Any rate increase sought by the Contractor shall be supported by full documentation of costs.

(f) Temporary Modifications. -- Notwithstanding the preceding provisions of this Section, RTC may direct the Contractor to make temporary modifications in the services provided or the schedules in order to address short term operating problems or issues.

#### **SECTION 7. PROHIBITION OF PASS THROUGH PAYMENTS**

(a) General Rule. -- The Contractor will only be paid by RTC based on the rate of compensation specified within Section 4 of this Contract. If the Contractor determines that it needs new or additional equipment or property that RTC is contractually obligated to provide under Section 2(c), it will submit a written request for such items to RTC.

(b) Provision by RTC. -- If RTC determines that it is obligated to provide such property or equipment or determines, in its reasonable discretion, that such property or equipment is otherwise necessary for the provision of services, RTC may obtain such needed property or equipment for the Contractor.

(c) Acquisition by Contractor. -- RTC may, in exigent circumstances, permit the Contractor to purchase needed property or equipment directly, but only with prior written approval of RTC.

(d) Contractor Responsibility. -- Property or equipment purchased by the Contractor in a manner that does not comply with the process in this Section will be at the sole expense of the Contractor.

## SECTION 8. INVENTORY

(a) In General. -- An Initial Inventory and list of all equipment, tools, Revenue Vehicles, and other property of CAT Specialized Services, as compiled pursuant to the closeout inventory conducted with the preceding service provider of CAT Specialized Services is set forth in Appendix T. The Contractor may, in its discretion, negotiate the purchase of any property owned by the preceding service provider necessary for CAT Specialized Services operations.

(b) Use of Equipment, Materials and Other Property. -- The existing equipment, materials, and other property owned or leased by RTC may be utilized by the Contractor during the term of the Contract for the provision of CAT Specialized Services, provided that the Contractor will be responsible for returning any RTC-owned equipment, tools, Revenue Vehicles, and other property in accordance with subsection (c) of this Section at the termination of this Contract. In the event any property that the Contractor is obligated to supply under Section 2(d) of this Contract requires replacement during the Contract term, such replacement will be at the cost of the Contractor.

(c) Return of RTC-Owned Property. -- The Contractor will be responsible for returning to RTC, at the termination of this Contract, all RTC-owned equipment, tools, Revenue Vehicles, and other property of equivalent type, value, and condition as that identified in the Initial Inventory, normal wear and tear excluded, other than property that was acquired by the Contractor at its own expense and for which it was not reimbursed by

RTC. In the event that RTC and the Contractor have made a written agreement(s) over the life of the Contract for RTC to retain permanently Contractor-purchased items, those items so identified will not be removed.

(d) Final Inventory. -- RTC will conduct a final inventory during the last month of the Contract.

(1) If any RTC-owned equipment, tools or other property is determined, on the basis of a comparison to the Initial Inventory, to be missing, damaged, or otherwise unavailable for use, the Contractor will be responsible for either replacing such equipment, tools or other property or compensating RTC for its replacement value. RTC may deduct any amounts due to RTC for the replacement of RTC-owned equipment, tools, or other property from the final monthly payment due to the Contractor.

(2) If any RTC-owned Revenue Vehicle is determined, on the basis of a comparison to the Initial Inventory to be missing, damaged, or otherwise unavailable for use, the Contractor will be responsible for repairing such Revenue Vehicle to the satisfaction of RTC (both with respect to time and quality of repair), or either replacing such Revenue Vehicle or compensating RTC for its replacement value. RTC may deduct any amounts due to RTC for the replacement of RTC Revenue Vehicles from the final monthly payment due to the Contractor.

(e) Property Disposition. -- During the term of the Contract, the Contractor will, in consultation with RTC, identify any RTC-owned equipment, tools, Revenue Vehicles or other property that the Contractor believes to be obsolete or no longer needed for project services. RTC may sell or otherwise dispose of such property in accordance with any applicable Federal or State law. The proceeds of such sale will be the property of RTC.

**SECTION 9. LIQUIDATED DAMAGES**

(a) **In General.** -- RTC may assess liquidated damages for inadequate performance as set forth in subsection (c) below that are not caused by RTC's failure to perform any of its obligations under this Contract. Notwithstanding the previous sentence, RTC will not assess any liquidated damages for inadequate performance which is caused by events beyond the control of Contractor as defined by Section 62 Force Majeure.

(b) **Assessment.** -- RTC may, in its discretion, assess such damages on a monthly basis and deduct such amounts from the monthly payments due to the Contractor. RTC agrees to assess no damages for the first 90 days of this Contract. RTC will provide the Contractor prior notice of the liquidated damages to be assessed in accordance with the Liquidated Damages Assessment Process Procedure set out in Appendix R. RTC will consider documented information from the Contractor that provides evidence that the inadequate performance did not occur or was beyond the Contractor's control.

(c) **Categories of Liquidated Damages.** -- The performance failures set forth below may result in an assessment of liquidated damages to the Contractor:

(1) **Late Trips.** For any service day in which the actual calculated on-time performance is below 92.0% (no rounding), RTC will assess liquidated damages in the amount of \$50.00 for each trip for that service day that exceeds the on-time window by more than five (5) minutes. Note that on-time performance is determined by the performance of passenger pick-ups within the On-Time Window as defined in Section 1(y). The five minute grace period provided by this paragraph for the assessment of liquidated damages for late trips does not extend to the calculation of on-time performance.

(2) **Missed Trips.**

(A) The Contractor will reimburse RTC for the dollar equivalency, based on

the most current base rate, for the free ride coupons sent to individuals who experience a missed trip.

- (B) In addition to the reimbursement required by subparagraph (A) above, in the event that the Contractor's actual calculated on-time performance on any given service day is below 94.0% (no rounding), RTC will assess liquidated damages in the amount of \$125.00 for each trip on that service day that exceeds the on-time window by more than thirty (30) minutes.

(3) Improper Vehicle Cleaning and Appearance.

- (A) If RTC determines that the Contractor has failed to maintain the cleanliness of a Revenue Vehicle in compliance with Section 23 of this Contract, Vehicle Cleaning and Appearance Standards and Requirements, RTC will assess liquidated damages in the amount of \$100.00 for each vehicle in non-compliance for each day the situation exists.
- (B) If RTC determines that the Contractor has failed to maintain the vehicle appearance standard of a Revenue Vehicle in compliance with Section 23 of this Contract, RTC will assess liquidated damages in the amount of \$100.00 for each vehicle in non-compliance for each day the situation exists.

(4) Below Standard Vehicle Maintenance Performance. The following Vehicle Maintenance failures have been identified as having significant impact to the effective and efficient operation of Specialized Services. Failure to perform to specified standards may result in the assessment of these amounts:

- (A) If a Vehicle Operator fails to properly complete a pre-trip inspection,

RTC will assess liquidated damages in the amount of \$100.00 per occurrence.

- (B) If the Contractor fails to conduct 100% of Performance Maintenance Inspections (PMI) within the required 3,000 mile interval, RTC will assess liquidated damages in the amount of \$100.00 per day for each vehicle operated after the scheduled PMI. The assessment for this failure will increase to \$200.00 per day per vehicle operated more than three (3) days or 500 miles past the scheduled PMI.
- (C) If the Contractor fails to provide effective maintenance to sustain the standard of 10,000 miles or more between valid mechanical road calls, RTC will assess liquidated damages in the amount of \$100.00 for each valid mechanical road call prior to the 10,000 miles measure in a monthly reporting period. For purposes of this provision, road call mileage is calculated by dividing the number of valid mechanical road calls by the total mileage of revenue fleet vehicles traveled in a monthly reporting period. For example, 500,000 miles traveled per month with 50 valid road calls equals 10,000 miles between road calls.

(5) Failure to Report Mechanical Breakdowns or Respond to In-service Failures in a Timely Manner.

- (A) If the Contractor fails to report a valid mechanical breakdown resulting in a service failure in accordance with Section 22(t) of this Contract, RTC will assess liquidated damages in the amount of \$100.00 per occurrence.
- (B) If the Contractor fails to respond, in accordance with Section 22(t) of this Contract, to an in-service failure or interruption, such as the breakdown

of a Revenue Vehicle, an accident involving a Revenue Vehicle, or any other incident causing a delay in service, so as either to fail to make the affected Revenue Vehicle fit for passenger service or to fail to provide a replacement vehicle within thirty (30) minutes of the time the Vehicle Operator reports, or should have reported, the in-service failure or interruption, in accordance with the procedures set out in subsection (t) of Section 22 of this Contract, RTC will assess liquidated damages in the amount of \$100.00 per incident of non-compliance.

- (C) In the event that a Vehicle Operator does not notify Radio Dispatch of an in-service failure which results in delay to passengers of RTC's Specialized Services, the impact to the passenger is compounded as the Contractor will not have the opportunity to respond within thirty (30) minutes. For this type of egregious failure, RTC will assess liquidated damages in the amount of \$500.00 per occurrence.

(6) Below Standard Facility and Equipment Maintenance Performance.

- (A) If the Contractor fails to comply with scheduled Facility maintenance in accordance with Section 24(c) of this Contract, RTC will assess liquidated damages in the amount of \$250 per day for each delayed preventive maintenance task that preventive maintenance is delayed beyond the applicable schedule. If the Contractor allows the delay of any preventive maintenance task to go beyond thirty (30) days, liquidated damages will be raised to \$500.00 per day.
- (B) If RTC-provided facility equipment is out of service, due to any failure by the Contractor to provide supplies, parts, equipment etc., RTC will



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- (A) For any Revenue Vehicle in which the Advanced Mobile Data Terminal (AMDT) is in working condition and the Vehicle Operator fails to properly log into the system prior to leaving the designated bus yard, RTC will assess liquidated damages in the amount of \$500.00.
- (B) If the Contractor fails to meet the accuracy standards set out in Appendix P for trip edit and audit for three (3) consecutive months, RTC will assess liquidated damages in the amount of \$10,000.00 and liquidated damages in the amount of \$5,000.00 per month for any additional consecutive month that such failure continues.

(10) Failure to Meet Security Requirements. Failure by the Contractor to meet the security requirements as required in Section 27 of this Contract constitutes a serious breach of confidence between RTC and its Contractor.

- (A) If the Contractor fails to respond within the five (5) days to written notice of a failure to meet security requirements, RTC will assess liquidated damages in the amount of \$100.00 per day beginning from the date of notice of the failure.
- (B) Upon written notice of any additional failure of the same nature, RTC will assess liquidated damages in the amount of \$500.00 per day that the deficiency remains uncorrected.

(11) Failure to Report an Accident in a Timely Manner. If the Contractor fails to follow the prescribed time period in Section 22(v) for notification of an accident involving an RTC-owned vehicle, RTC will assess liquidated damages in the amount of \$5,000.00 per incident of non-notification. In addition, if the Contractor fails to follow the prescribed time periods for notification of an accident involving a Contractor-owned vehicle used in

revenue service or in training for revenue service, and such accident results in property damage (other than vehicle damage) or personal injury (including death), RTC will assess liquidated damages in the amount of \$5,000.00 per incident of non-notification.

(12) Failure to Maintain the Personnel Plan.

(A) If the Contractor fails to provide a replacement for a key personnel position(s) within sixty (60) days, as required by Section 14(c), RTC will deduct the monthly salary and benefits of the vacant position for each full month that the position is vacant and assess liquidated damages in the amount of \$100.00 per day that the position(s) remains unfilled.

(B) If the Contractor fails to provide for the replacement of vacant non-key personnel position(s) within thirty (30) days of the date the position becomes vacant in compliance with the Staffing and Personnel Program included, as Appendix S, RTC will assess a liquidated damages in the amount of \$100.00 per day that the position(s) remains unfilled.

(d) Notice and Assessment. -- After the conclusion of each month, RTC will calculate and notify the Contractor in writing of any liquidated damages to be imposed for that month.

(1) If the Contractor disagrees with any of the liquidated damages assessed, the Contractor may respond to RTC in writing within five (5) days of receipt of the notice and provide an explanation or rationale for the Contractor's disagreement. Unless rescinded based on information from the Contractor, all amounts of liquidated damages imposed will be deducted by RTC from the payment for service otherwise due to the Contractor, however, not to exceed the maximum allowable liquidated damages assessment set out below in paragraph (2). If the Contractor continues to contest the

assessment of liquidated damages, the dispute is subject to resolution pursuant to Section 38 of this Contract.

(2) The maximum allowable liquidated damages assessment in any given month will be limited to five (5) percent of the monthly invoice amount.

#### **SECTION 10. HOLIDAY SCHEDULES**

(a) **Regularly Planned Holidays.** -- RTC reserves the right to require the Contractor to operate modified schedules on holidays as the RTC Project Manager deems appropriate. Regularly planned holiday schedules will be operated on the following holidays:

New Years Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

(b) **Additional Holidays.** -- Other holidays that may be deemed appropriate based upon customer demand are:

Martin Luther King Day  
President's Day  
Veteran's Day  
Family Day (the day following Thanksgiving)

(c) **CATSTAR and Silver-STAR.** -- CATSTAR will operate in accordance with the social service agencies' work schedules. RTC will provide the Contractor with no less than two (2) weeks advance notice of CATSTAR social service agency holidays. Silver-STAR will follow CAT Fixed Route holiday schedules.

#### **SECTION 11. DEVELOPMENT OF DEPLOYMENT PLAN**

(a) **RTC Cooperation.** -- RTC intends to work cooperatively with its Contractor in

development of the vehicle deployment plan and the Silver-STAR route schedule used for purposes of scheduling Specialized Services trips by means of the Specialized Services scheduling and dispatching software. RTC is responsible for determining the allowable service hours, the route starting and ending times, and the route designations.

(b) Contractor Cooperation. -- The Contractor is expected to work cooperatively with RTC in development of the vehicle deployment plan and the establishment of time points for the Silver-STAR route schedule used for purposes of scheduling Specialized Services trips by means of the Specialized Services scheduling and dispatching software. The Contractor is responsible for determining employee bid packages for provision of service.

(c) Joint RTC/Contractor Scheduling Team. -- RTC, in an effort to maintain a cooperative environment, will establish a joint RTC/Contractor Scheduling Team to work together on reaching an efficient, cost-effective and high quality deployment plan and to discuss other scheduling issues that arise throughout the course of any given month.

## SECTION 12. FARE COLLECTION

(a) Fare Recording. -- The Contractor's vehicle operators will record each boarding by type of fare, including recording of non-fare boarding and free-rides coupons. The Contractor will maintain all data necessary for the operation of the farebox and data reporting system to the satisfaction of RTC. Failure to pay a fare is considered a violation of RTC policy as defined in the RTC Disruptive Passenger Policy and Fare Non-Payment Procedure, also located in Appendix R.

(b) Fare Retention and Documentation. -- The Contractor will retain the fares collected as partial payment of the monthly invoice. The RTC Specialized Services scheduling and dispatching software system will be the documentation for the dollar value of the required

fares collected. Each month, RTC will deduct the total fares actually collected from the amount invoiced by the Contractor.

#### **SECTION 13. FARE STRUCTURE**

(a) **In General.** -- RTC has determined the fare structure for CAT Specialized Services and incorporated that structure into Appendix C. RTC retains the right to make any fare adjustments it deems appropriate. The fare structure determined by RTC will be incorporated into this Contract between the RTC and the Contractor by reference.

(b) **Methods of Payment.** -- The Contractor will accept all means of payment approved by RTC, including, but not necessarily limited to, cash, passes, tickets, transit punch cards, and electronic transit fare cards. All methods of payment will be recorded. The Contractor will ensure that passengers are required to show proper identification, where applicable, to qualify for CAT Specialized Services. Examples of proper identification include the CAT ADA Paratransit Services Identification Card, Reduced Fare Identification Card, or program specific identification cards (e.g., FDR or Division of Aging Services identification). RTC will provide samples of each of these examples to the Contractor.

#### **SECTION 14. PROJECT MANAGEMENT**

(a) **Management Structure and Key Personnel Plan.** -- The Contractor shall comply with its Management Structure and Key Personnel Plan for CAT Specialized Services set out as Appendix U to this Contract.

(b) **Contractor General Manager.** -- The Contractor has designated a full-time Contractor General Manager dedicated to services performed under this Contract who will supervise the day-to-day operation of the service, as well as the management of the project's

accounts and operating records. The Contractor General Manager shall be based out of the Specialized Services Administrative offices at the IBMF. The Contractor General Manager must have a minimum of five (5) years management and supervisory experience in public transportation with at least three (3) years of ADA paratransit operations experience. The Contractor General Manager or his or her designee will be available by telephone or in person during all hours of operation to make decisions as necessary at the request of RTC.

(c) Key Personnel. - RTC reserves the right to approve the selection of the Contractor General Manager and to direct the removal of the Contractor General Manager during the term of the Contract. The Contractor must notify the RTC Project Manager at least thirty (30) days prior to any contemplated changes to key personnel, and the RTC Project Manager must provide written approval of changes to key personnel prior to the action being taken excluding employee resignation and termination for cause. No key personnel position is to remain vacant for longer than sixty (60) days. While the Contractor conducts an extensive search, the Contractor may fill a vacant key personnel position temporarily provided that the individual filling the position meets the qualifications of the position. Key personnel include the following positions or their equivalents: Contractor General Manager; Managers of Operations, Quality Assurance, Vehicle Maintenance, Facilities Maintenance, Driver Development and Safety; and CATCOM Systems Specialist; and a staff person assigned to system security and emergency preparedness.

(1) Manager of Operations. - The Manager of Operations shall have a minimum of five (5) years management and supervisory experience in public transportation with at least three (3) years of ADA paratransit operations experience, as well as sufficient technical expertise of the Trapeze Pass Software operating system to effectively interact with RTC on the joint RTC/Contractor Scheduling Team and to oversee the dispatch functions.

(2) Manager of Quality Assurance. - The Manager of Quality Assurance shall have a minimum of three (3) years management/supervisory experience in public transportation.

(3) Manager of Vehicle Maintenance. -- The Manager of Vehicle Maintenance shall have a minimum of five (5) years journey level mechanic experience with full knowledge and extensive experience in diesel engine repair, CNG engine repair, automotive electrical, and air conditioning repair. He or she should also have an educational background consisting of, at minimum, an associate's degree, possess ASE automotive/truck certifications (preferably Master Certified), and have prior experience in transit maintenance (additional experience may be substituted for an associate's degree). Strong managerial and training experience with a minimum of three (3) years experience in maintenance supervision of ten or more mechanics is required. The Maintenance Manager must be legally licensed to operate a bus in the State of Nevada with a valid Class C license with Passenger ["P"] and Air Brake endorsements as well as maintain a valid medical certificate and any other licenses or certificates required by applicable Federal, state, or local regulations.

(4) Manager of Facilities Maintenance. -- The Manager of Facilities Maintenance shall have at minimum five (5) years experience in the maintenance and repair of major commercial, industrial or public facilities, including three (3) years of supervisory/management experience. This position may be combined with the Manager of Vehicle Maintenance provided the Manager has the requisite



experience.

(5) CATCOM Systems Specialist. -- The CATCOM Systems Specialist shall have sufficient skills to supervise Contractor support staff's performance of all CATCOM and camera recording systems operator functions, including, but not limited to, administration of data within the CATCOM systems and incident/accident form options; creation of special route and block data; report creation; systems performance monitoring; vehicle information updating; performance of routine maintenance on associated hardware components; and data management of recorded information from the camera system. The CATCOM Systems Specialist will also manage the security elements of the Contractor's system and any requirements directed by RTC in connectivity with RTC's network, communicating to RTC additions and deletions of names of Contractor staff with authorized CATCOM/Trapeze access.

(6) With the exception of the Contractor General Manager, two key personnel positions may be combined, provided that the individual proposed can demonstrate through a resume and interview process that they have the required qualifications for each position.

(d) Availability. -- The Contractor will provide the telephone numbers of at least two (2) members of management with the authority and responsibility to make binding decisions, acting as agent for the Contractor. These management individuals will also respond in person to any emergency or accident involving extensive property damage or injuries.

(e) Media Interaction. -- The Contractor will provide the telephone number of a member of management with the authority and responsibility to speak to the news media regarding issues pertinent to Contractor responsibilities and actions. This person will be expected to be available by phone at any time of the day. He or she will also be responsible for

coordinating media activities and inquiries with the RTC's Communication Department staff prior to interviews taking place, to ensure accurate and consistent information is being disseminated.

(f) Contract Compliance. -- The Contractor General Manager will insure that key personnel manage the project in compliance with the submitted plans and all contractual agreements.

#### SECTION 15. GENERAL REQUIREMENTS FOR PERSONNEL

(a) In General. -- The Contractor will provide qualified personnel capable of performing the services required under this Contract. The total number of personnel necessary for operations and services has been determined by the Contractor and is reflected in the Staffing and Personnel Program (Appendix S). At all times during the term of the Contract, the Contractor shall adhere to the staffing levels stated in its Staffing and Personnel Program. The Contractor will be responsible for the payment of all employee wages and benefits.

(b) Training. -- All employees of the Contractor will have completed the Contractor's Employee Training Program, as outlined in the Contractor's proposal in Appendix A, Program and the Contractor will also maintain ongoing training for employees. Training program, for all classifications, will include a section on transit security approved by the RTC Project Manager of his or her designee.

(c) Mapping. -- Each vehicle operator released from training must be able to determine the location of any address and arrive on time by use of a map or written instructions (lefts and rights). The Contractor must issue each new vehicle operator an appropriate Las Vegas map book, to be determined with RTC approval, with the vehicle

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operator's name marked on the book. The map book is to be shown to the RTC upon request. The Contractor must ensure that each paratransit vehicle operator maintains possession of the approved map book that is no more than two years old throughout employment. The Contractor must ensure that each Silver-STAR vehicle operator maintain possession of the Silver-STAR route design.

(d) Manifest Submission. -- The Contractor must require vehicle operators and dispatchers to accurately complete and submit the required completed manifests and all other data requested by RTC in a form approved by the RTC Project Manager and within the time frame specified by the RTC Project Manager.

(e) Priority in Hiring. -- The Contractor will afford a priority in hiring to employees of the preceding service provider of CAT Specialized Services. Such a priority shall not require the hiring of any such employee if the Contractor determines that the employee is not qualified for the position (under the terms of the Contractor's employment standards and personnel policies), or the Contractor determines that the employee should not be hired because of past employment history (such as documented disciplinary actions, habitual absenteeism, etc.). The priority in hiring will not extend to any individual who was dismissed from his or her employment for cause. Nothing in this section will require the Contractor to recognize any union that represented the workforce of the preceding service provider, or to assume or otherwise apply the terms and conditions of any collective bargaining agreement between the preceding service provider and any union.

(f) Uniforms. -- The Contractor will cause all vehicle operators, dispatchers and personnel available to the public to be attired in such uniforms or clothing as approved by the RTC Project Manager. Such clothing will display the service logo or name. The cost of such uniforms will be borne by the Contractor. The Contractor will submit for RTC approval a

sample of any modification to the uniforms to be worn by each uniformed job category.

(g) Attitude. -- All project personnel will maintain a professional, courteous manner with passengers, including answering to the best of their ability all passenger questions; refraining from disparaging RTC or the Contractor to passengers or the media; and performing other tasks as directed. Vehicle operators are specifically prohibited from showing the manifest to a passenger or customer.

(h) Drug and Alcohol Testing. -- FTA's requirements relating to the testing of employees who perform safety-sensitive functions are set forth in Parts 653 and 654 of title 49 of the Code of Federal Regulations (C.F.R.). The Contractor shall agree to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 653 and 654, produce any documentation necessary to establish its compliance, and permit any authorized representative of the U.S., Department of Transportation or its operating administrations, the State Oversight Agency of Nevada, or the RTC to inspect the facilities and records associated with the implementation of the drug and alcohol testing program. A summary report of drug and alcohol testing results (exclusive of individual test results) will be provided to RTC. Any safety-sensitive employee who does not pass the medical examination or whose drug/alcohol screening tests show evidence of alcohol dependency or drug abuse will not be permitted to perform work under the Contract.

(i) Employee Removal. -- RTC reserves the right to require the Contractor to immediately remove an employee from CAT Specialized Services for any of, but not limited to, the following items:

- (1) Committing unsafe or inappropriate acts while providing Specialized Services.
- (2) Revocation or non-renewal of a valid Nevada driver's license.
- (3) Distributing any unauthorized materials while performing services under this Contract.

- (4) Soliciting a gratuity from a passenger.
- (5) Failure to notify the Contractor of an arrest or conviction of a criminal offense of a Class A or Class B misdemeanor or felony; or placement on probation or deferred adjudication for the same; or a driving while intoxicated (DWI) charge, before the end of the business day following the day the employee receives notice of such action.
- (6) Incurring excessive customer complaints due to discourtesy, rudeness, use of profanity or any other act deemed unacceptable.
- (7) Failing or refusing to take a drug or alcohol test.

(j) Employee Retention. -- The Contractor will maintain personnel and compensation plans that are designed to encourage employee retention and longevity and minimize employee turnover. Such plans shall include employee incentives and rewards and provide fair and reasonable wage and benefit packages for employees.

(k) Requirements. -- The Contractor's Staffing and Personnel Program and/or Employee Training Program shall incorporate the requirements of this Section as well as the requirements of Sections 16, 17, 18 and 19 of this Contract. The Contractor will be in breach of this Contract and subject to termination for default should any personnel not meeting the requirements of the Staffing and Personnel or Employee Training Programs be employed by the Contractor for the purpose of performing duties pursuant to the Contract.

#### SECTION 16. VEHICLE OPERATORS

(a) Licensure. -- Each Vehicle Operator will have a valid Nevada Commercial Driver's License, Class C or above with passenger endorsement as well as any other licenses required by applicable local, State, and Federal laws and regulations. Medical testing related to drug and alcohol use will be conducted by the Contractor in accordance with applicable Federal laws and regulations. A summary report of test results will be provided to the RTC Project Manager. Any Vehicle Operator who does not pass the medical examination or whose drug/alcohol screening tests do not comply with applicable standards for alcohol or drug use

will not be permitted to operate any vehicle used to provide service under this Contract.

(b) Driving Ability. -- Each Vehicle Operator will be alert, careful, and competent in terms of driving ability and habits.

(1) Vehicle Operators are prohibited from using personal cell phones or entertainment devices while operating in revenue service.

(2) Vehicle Operators are prohibited from using tobacco products inside any RTC vehicle, in proximity to any RTC vehicle or RTC building, near fuel tanks or pumps, or in any restricted areas.

(c) Vehicle Operator Courtesy. -- Each Vehicle Operator will be courteous to all passengers and be expected to deal with difficult passenger situations in a caring and professional manner. Vehicle Operators are required to enforce Specialized Services rider guidelines.

(d) Vehicle Operator Appearance. -- Each Vehicle Operator will wear a regulation uniform and be neat and clean in appearance at all times while in Revenue Service.

(e) Driving Records. -- The Contractor shall not employ any person as a vehicle operator whose driving record is not acceptable as defined in this Subsection or who has been convicted of a felony involving a crime of violence or committed in the use of a commercial vehicle, or a committed serious traffic violation (as defined in the Commercial Driver's License standards, requirements, and penalties). An unacceptable driving record is defined as a record that includes more than three (3) moving violations and/or chargeable accidents within the previous two (2) year period at time of hire.

(f) Vehicle Operator History. -- Prior to employing any person as a vehicle operator, the Contractor shall obtain from each applicant detailed information concerning such applicant's employment experience, driving record, professional driving experience, motor

vehicle violations and accidents, criminal history, personal and character reference, and complaints filed against such persons in the course of any employment as a professional driver, whether by any bus service provider or otherwise. The Contractor shall investigate and verify the accuracy of the information obtained from all job applicants.

(g) Background Checks. -- To comply with subsections (e) and (f), the Contractor shall perform a background check of each applicant prior to hiring the applicant as required to become a vehicle operator. The background check shall include, at a minimum, a Motor Vehicle Record (MVR) report and a report from a third party organization experienced at searching for any record of criminal convictions. The Contractor is required to conduct a re-check every three (3) years for continuing employees.

(h) Drug and Alcohol Testing. -- Vehicle Operators shall be subject to testing in accordance with the regulatory requirements referenced in Section 15(h) of this Contract.

(i) Training. -- All Vehicle Operators are required to complete the Contractor's Training Program and be fully trained in defensive driving and vehicle handling in accordance with an approved defensive driving program. The Contractor shall also maintain ongoing training for Vehicle Operators.

(1) Training programs must contain, at a minimum, the following components:

- (A) Nevada Commercial Driver's License, Class C or above, driving and testing preparation.
- (B) ADA Sensitivity
- (C) Blood Born Pathogen procedures
- (D) Local geography familiarization
- (E) Map reading and interpretation
- (F) Customer courtesy and problem resolution
- (G) Safety, defensive driving and accident procedures
- (H) Transit security and incident command system procedures
- (I) RTC history and ADA Paratransit Eligibility Determination (1 hour)

(2) With regard to ADA Sensitivity, RTC requires Vehicle Operator training

through community partnerships to better prepare Vehicle Operators to work with persons who experience a disability. This training should emphasize situations relating to persons experiencing cognitive or psychiatric impairments.

(3) With regard to the training element referred to in subsection (i)(1)(B), RTC will provide a qualified staff person to conduct the RTC ADA Paratransit and Eligibility Determination process section of the training, which will include information relating to RTC's expectations on customer relations, including sensitivity to working with passengers with disabilities. RTC will participate in one (1) refresher training meeting annually for veteran drivers to cover relevant matters pertaining to RTC policies and procedures and customer relations.

(4) Prior to implementation, the RTC Project Manager must approve the initial training program and any subsequent changes to the training format that was initially submitted in the proposal and approved by RTC and approval shall not be unreasonably withheld.

(j) CAT Specialized Services Training. -- Vehicle Operators will be trained in, and be cognizant of, all operational procedures relating to Specialized Services, including but not limited to, a thorough knowledge of the CATCOM system and the service area and street network. The Contractor is responsible for updating on a regular basis the knowledge of its Vehicle Operators regarding new or extended streets, new developments or complexes, and points of interest.

(k) Notices. -- Vehicle Operators will, pursuant to requests by RTC Project Manager, hand out notices to passengers or otherwise render assistance in RTC's monitoring and supervising operations.

(l) Fares. -- Vehicle Operators will honor special passes, collect tickets, issue fare



non-payment forms as determined by RTC.

(m) Timepieces. -- Vehicle Operators will have available at all times during operation of any Revenue Vehicle in connection with these services a timepiece having an accuracy of +/- one (1) minute per month and the accuracy of the timepiece will be verified based on Standard Naval Observatory time each day by the Contractor's on-duty supervisor(s).

(n) Backup Operators. -- The Contractor shall have adequate numbers of fully qualified Vehicle Operators available as backup operators during all operating hours to ensure consistent and reliable service.

(o) Accident Reporting. -- Vehicle Operators must immediately report any traffic accidents, passenger accidents, or other non-routine event to the Contractor's dispatcher and follow both RTC and Contractor procedures for proper handling of accident reporting and passenger assistance.

(p) Required Documentation. -- Vehicle Operators must have in their possession at all times while on duty, valid Nevada CDLs, U.S. Department of Transportation Medical Cards, and CAT Specialized Services employee identification cards.

(q) CATSTAR Deployment. -- In any contract year, the Contractor shall not conduct more than two (2) deployments of CATSTAR Vehicle Operators unless RTC provides prior written authorization for additional deployment(s).

#### SECTION 17. VEHICLE DISPATCHERS & RADIO DISPATCHERS

(a) In General. -- The Contractor shall employ personnel in sufficient numbers and with an adequate mix of skills to dispatch vehicles and operate the RTC CATCOM communication system and Specialized Services scheduling and dispatch software.

Dispatchers shall work closely with RTC Reservation Center personnel to accommodate same day trip modifications and shall provide prompt and accurate responses to trip inquiries of each day's scheduled passengers.

(b) Training. -- All radio dispatch personnel are required to complete the Contractor's Training Program and shall also maintain ongoing training requirements for dispatchers. Training programs shall contain, at a minimum, the following components:

- (1) CATCOM radio communications and Specialized Services scheduling and dispatch software.
- (2) Local geography familiarization.
- (3) RTC rider and operations policies.
- (4) DOT and RTC emergency action plan implementation strategies.
- (5) Customer courtesy and problem resolution.
- (6) Accident/incident procedures.
- (7) Transit security and incident command system procedures.

(c) Passenger Inquiry Training. -- All Dispatchers shall be required to receive proper training in passenger inquiries. The Contractor shall receive RTC's approval prior to initiating passenger inquiry training.

(d) Drug and Alcohol Testing. -- All Dispatchers shall be subject to testing in accordance with the regulatory requirements referenced in Section 15(h) of the Contract.

## SECTION 18. ROAD SUPERVISORS

(a) In General. -- The Contractor shall designate specific personnel as "Road Supervisors" and shall establish the responsibilities and accountability of those employees. The Contractor shall require Road Supervisors to be available on duty during all shifts. Road Supervisors shall monitor revenue operations and shall, in limited circumstances, be available to transport passengers.

- (1) Road Supervisors shall be deployed in the field during all service hours of

operation, have use of Contractor-provided non-revenue vehicles, and be able to respond quickly during all hours of revenue service to Vehicle Operator requests for assistance, emergency conditions, or to transport passengers, if necessary, due to vehicle service interruptions. The Contractor-provided non-revenue vehicles used by Road Supervisors must be wheelchair accessible.

(2) The Road Supervisors shall be responsible, at minimum, for:

- (A) Ensuring timely pull-out of Revenue Vehicles.
- (B) Ensuring adherence to schedule pick-up and drop off times.
- (C) Assisting with passengers' concerns and comments.
- (D) Responding to accidents and incidents.
- (E) Assisting Vehicle Operators with new and/or modified schedules.
- (F) Managing responses to Revenue Vehicle and equipment failures by dispatching additional vehicles or equipment, as necessary, and arranging for a mechanical response to the failure.
- (G) Maintaining communications with the base facility, the Vehicle Operators of CAT Specialized Service Revenue Vehicles, and with other on-duty Road Supervisors.

(b) Licensure. -- The Contractor shall require all Road Supervisors to maintain a valid Nevada CDL, Class C or above, and require that all Road Supervisors be prepared to drive Revenue Vehicles as may be warranted.

(c) Drug and Alcohol Testing. -- All Road Supervisors shall be subject to testing in accordance with the regulatory requirements referenced in Section 15(h) of this Contract.

(d) Training. -- In addition to the components identified in Section 16(i) of this Contract, the Employee Training Program for Road Supervisors shall include the following components:

- (1) Maintaining Schedules
- (2) Incident and Accident Management
- (3) Operational Communications
- (4) Management Training and Decision making
- (5) Vehicle and Equipment Familiarization
- (6) Transit Security and Incident Command Procedures

(e) Pull-Out. -- The Contractor shall require Road Supervisors to be in the yard during peak hour, pull-out periods to coordinate the timely and orderly assignment and departure of vehicles.

**SECTION 19. VEHICLE MECHANICS**

(a) In General. -- The Contractor shall employ personnel in sufficient numbers and with an adequate mix of skills to maintain and service Revenue Vehicles on-site. The mechanical workforce must include personnel capable of repairing and maintaining all systems of the CAT Specialized Services vehicle fleet including lifts, air conditioners, heating units, engines and transmissions. The mechanics assigned to this Contract must meet the requirements for vehicle maintenance as follows:

(1) Knowledge of:

- (A) Diesel and Gasoline Engines;
- (B) Drivetrains;
- (C) Hydraulic, Air and Electromagnetic Braking Systems (Brake Retarders);
- (D) Suspension/Steering;
- (E) Electrical/Electronic Systems;
- (F) Heating, Ventilation, and Air Conditioning;
- (G) Wheelchair Lifts;
- (H) Alternative Fuel Systems;
- (I) Preventive Maintenance Inspections.

(2) Ability to:

- (A) Complete reliable and safe preventive maintenance inspections;
- (B) Independently diagnose and repair defects on systems as necessary;
- (C) Use automotive test equipment and specialized tools effectively;
- (D) Obtain precision measurements as required;
- (E) Diagnose and perform repairs on systems related to automotive, light-duty trucks, paratransit vehicles;
- (F) Diagnose, repair, and maintain vehicle powertrains, including but not limited to engines, transmissions, driveshaft, differentials, brake retarders and related sub components;
- (G) Diagnose, repair, and maintain vehicle brake systems, suspension/steering, electrical/electronic systems, and related sub components;

- (H) Diagnose, repair, and maintain electrical systems. Must be able to read and understand electrical schematics;
- (I) Diagnose, repair, and maintain air conditioning/heating/ventilation systems and certified to perform repairs and handle refrigerant incidental to repairs;
- (J) Adjust, repair, or replace damaged body parts and window glass;
- (K) After on-the-job training, diagnose, repair, and maintain wheelchair lifts, and alternatively-fueled engines; and
- (L) Read and understand parts and repair manuals, and electrical/vacuum schematics; complete the necessary paperwork associated with the job.

(b) **Skills and Availability.** -- The Contractor will ensure that the skills, capability, and availability of maintenance personnel are adequately matched to the type of maintenance and repairs needed for the CAT Specialized Services at the time they are needed.

(1) Maintenance activities will be carried out at times that do not interfere with scheduling of Revenue Vehicles to meet peak period service demands.

(2) Competent, experienced vehicle mechanics shall be available during all hours of CAT Specialized Services to respond to any in-service failures or Revenue Vehicle or equipment problems that arise in the yard during the pre-trip vehicle inspections.

(c) **Training.** - Training for all maintenance personnel must contain, at a minimum, the following components:

(1) All Maintenance Personnel

- (A) Security and emergency preparedness training.
- (B) Hazmat and storm water training.
- (C) OSHA and DOT compliance, health and safety training.
- (D) Hazardous waste operations and emergency response training.
- (E) Lockout/tagout training.
- (F) Forklift or loading equipment training (as required).
- (G) Maintenance safety training.
- (H) Transit Security and Incident Command Procedures

(2) Maintenance Management and Mechanic Personnel

- (A) Vendor provided training.
- (B) Brake Inspection Certification training.
- (C) Electromagnetic braking systems (brake retarder) training.

- (D) Wheelchair lifts manufacturers training.
- (E) Alternative fuel system training.
- (F) Air Conditioning and refrigerant training.
- (G) Material handling and storage requirements training.

In addition to above, Contractor will provide incentive to encourage and reward mechanics and maintenance management personnel who possess ASE Certification per Contractor's published ASE bonus Program, included as Appendix V and provided under separate cover. The Contractor will cooperate with RTC to provide space for and schedule all vehicle mechanics for new vehicle service training, as needed with the receipt of either expansion or replacement vehicles.

(d) Fueling and Cleaning. -- The Contractor shall also have on duty a sufficient quantity of maintenance personnel to fuel and clean the required number of Revenue Vehicles for pull-out as required in Section 22.

(1) Maintenance personnel are required to have knowledge of vehicle fueling procedures and vehicle cleaning/detailing programs as required by Contract

(2) Maintenance personnel are required to have the ability to:

- (A) Accurately inspect vehicle fluid levels and add fluids as needed.
- (B) Operate vehicles to facilitate a weekly safety brake inspection procedure.
- (C) Maintain up-to-date, accurate records of vehicle fueling and vehicle cleanliness requirements.

(e) Licensure. -- The Contractor shall require all Vehicle Mechanics to maintain a valid Nevada CDL, Class C or above.

(f) Drug and Alcohol Testing. -- All Vehicle Mechanics shall be subject to testing in accordance with the regulatory requirements referenced in Section 15(h) of this Contract.

## SECTION 20. USE OF EQUIPMENT

(a) Use of RTC-Provided Property. -- The Contractor shall use RTC-provided Revenue Vehicles and the Facilities only for services contracted for by RTC.

(b) Use of Contractor-Provided Property. -- Contractor-provided Revenue Vehicles may be used in conjunction with non-RTC contracted services provided that the use of the vehicle does not impede the quality of service supplied to RTC and does not negatively impact the maintenance of the Revenue Vehicles.

(1) The Contractor-provided Revenue Vehicles must clearly be identifiable to passengers as being in service for the CAT Specialized Services designated service, but that identification may not be visible if in use for non-RTC contracted service.

(2) The Contractor presentation, application and location for the service logo must receive written approval from RTC before being affixed to any vehicles used in CAT Specialized Services revenue service.

(c) New Facility. -- RTC is in the process of planning for a new Bus Maintenance Facility located on Sunset Road to replace the facilities used on Tompkins Avenue.

(1) The Contractor will have space available at the Tompkins Bus Maintenance Facility for up to 40 vehicles and will have use of the CNG fueling pumps. There is no RTC-provided office space for the Contractor at the Tompkins facility and, consequently, the Contractor shall have no facility maintenance responsibility for the Tompkins facility unless the Contractor chooses to add temporary office facilities within its designated space at its expense.

(2) When the Sunset Bus Maintenance Facility is operational, the Contractor will have Administrative, Vehicle Maintenance and Vehicle parking space for sixty (60) vehicles (See Appendix G). The Tompkins facility will no longer be used once the equipment at the Tompkins facility has been moved to the Sunset Bus Maintenance Facility. The Contractor

shall be responsible for costs associated with moving any Contractor-owned equipment, furniture or supplies from the Tompkins facility. The Contractor shall relocate the vehicles used to contract services from the Tompkins facility to the Sunset Bus Maintenance Facility without additional charge to RTC.

## **SECTION 21. VEHICLE FUELING**

(a) **In General.** -- RTC expects its Contractor to manage the fueling of vehicles in the most efficient and cost-effective manner possible. RTC will provide fuel for all Revenue Vehicles in accordance with this Section.

(b) **Designated Sites.** -- Revenue Vehicles used for the services described in this Contract, where RTC provides the fuel, will be fueled by the Contractor at the designated fueling sites (Refer to Appendix J). RTC will not reimburse the Contractor for fuel provided from unauthorized fueling sites.

(c) **Fueling.** -- RTC has CNG and diesel fuel contracts for its fueling sites at the IBMF, Sunset Bus Maintenance Facility, and at the Tompkins facility that provide the least-cost fuel available. RTC also owns public fueling sites for CNG fuel with a different contract for fuel purchased. (The Sunset Henderson public fueling site is included in this later group of fueling sites. Refer to Appendix J) RTC will reimburse the Contractor for fuel provided from the Sunset Henderson public fueling site only to the extent that the fuel from Sunset Henderson public fueling site does not exceed five (5) percent of the total fuel paid for by RTC.

## **SECTION 22. VEHICLE MAINTENANCE**

(a) **In General.** -- The Contractor shall maintain all vehicles in accordance with all local, State, and Federal requirements for safety and in accordance with all manufacturer's



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recommendations and warranties. The Contractor shall have responsibility to establish and maintain a comprehensive program to perform maintenance on all Revenue Vehicles to be used for contracted services described in this Contract. All maintenance and repairs of vehicles shall be in accordance with RTC specified standards, whether performed by the Contractor or authorized sub-contractors.

(1) Revenue Vehicles will not be operated with defects that make them unsafe to operate. The Contractor will make necessary repairs, adjustments, or additions prior to placing any Revenue Vehicle in service.

- (A) The Contractor is required to use quality materials when doing any repairs to the vehicles.
- (B) Contractor shall ensure that all mechanical parts and materials meet or exceed O.E.M. specifications. The Contractor shall supply all fluids, additives, oil, lubricants, refrigerants and software (nuts, bolts, springs, bulbs, etc.) as well as replacement of fire extinguisher, first aid kits, wheelchair tie-down straps, lap belts, hydraulic pump handles, and lift covers and these items are vehicle-related costs.
- (C) The lubricants used shall meet or exceed the standards recommended by the vehicle manufacturer.

(2) The Contractor shall maintain vehicles and schedule maintenance activities to assure that the maximum number of vehicles is available for Revenue Service during peak hours. The Contractor will not remove vehicles from Revenue Service during peak periods except to conduct emergency repairs, and will minimize the amount of time needed to conduct preventive maintenance. It is not the intent of this requirement to preclude necessary maintenance during normal hours. This requirement is intended only to ensure that the maximum number of vehicles shall be available for service during the service day.

(b) Specifications, Standards and Cost-Inclusivity. -- All maintenance and repair of vehicles will be completed, including the routine replacement of components, within the Contract price, and to the manufacturer's specifications and standards, at a minimum.

(1) All maintenance will meet the standard specified in the Contractor's Maintenance Program.

(2) Contractor's responsibility includes, but is not limited to:

- (A) Body and glass damage due to accident;
- (B) Any damage due to vandalism including body and glass damage;
- (C) Excessive wear and tear on vehicle (due to Contractor error/negligence);
- (D) Rim and Tire damage from misuse, abuse, damaged or worn due to poor alignment shall be the responsibility of the Contractor;
- (E) Any damage due to improper, lack of or delayed preventive maintenance;
- (F) Lost articles and replacements such as fire extinguisher, wheelchair securement straps, lap belts, hydraulic pump handles, and lift covers. These shall be part of the vehicle's operating costs and shall be supplied by Contractor;
- (G) Interior damage;
- (H) Any damage due to Operator or Contractor negligence;
- (I) Wheelchair lift damage due to negligence;
- (J) Fluids, additives, oil, lubricants, refrigerants and software (nuts, bolts, springs, bulbs, etc.);
- (K) Vehicle transition expenses.

(c) Pre-Trip Inspection. -- Each Vehicle Operator, prior to beginning revenue service, shall inspect his or her assigned vehicle daily before pulling out of the yard in accordance with State requirements and Contractor procedures. If there are any defects, the Vehicle Operator must enter the defect on a Contractor provided Defect Report notice and report the defect to Contractor Operations staff for determination of usability of the vehicle. If there are no defects, the Vehicle Operator must sign and date the notice prior to leaving the bus yard. Defect Report notices are to remain with the vehicle during that day and shall be replaced on a daily basis. The pre-trip inspection procedure must be approved by the RTC Project Manager.

(1) The following items, at a minimum, must be found to be adequate in amount, in operable condition, and otherwise functioning correctly:

- (A) Turn signals, emergency flashers, and any other electrically illuminated signs
- (B) Headlights, on both high and low beams
- (C) Brake lights
- (D) Inside lights
- (E) Windshield wipers
- (F) Door operation
- (G) Horn
- (H) Brakes, foot and hand
- (I) Oil level and pressure
- (J) Battery charging by generator or alternator
- (K) Steering
- (L) Communications equipment, including Mobile Data Terminal
- (M) Heater(s), all
- (N) Air conditioning system
- (O) Safety equipment
- (P) Amount of all fuel and other fluid levels
- (Q) Wheelchair lifts or ramps
- (R) Wheelchair securement straps and tie-downs
- (S) Cleanliness, interior and exterior
- (T) Security walk-through

(2) Any defects identified by the Vehicle Operator, either during the pre-trip or during revenue service, and/or the inspector will be noted on a Defect Report notice. The Contractor shall take appropriate action to correct defective items noted in a Defect Report notice prior to re turning the vehicle to revenue service.

(d) Weekly Inspection. -- Each Revenue Vehicle will receive a regular weekly inspection to ensure its proper operating condition. In addition to the items of the pre-trip inspection, the weekly inspection will include: (1) Engine operation, and (2) Transmission function.

(e) Record of Inspection. -- A written record (preferably in electronic format) of all inspections will be kept by the Contractor. A summary report will be furnished to the RTC

Project Manager monthly, with respect to the RTC-owned Revenue Vehicles, with other scheduled operations reports.

(f) Preventive Maintenance. -- Preventive maintenance on RTC vehicles must be performed in accordance with vehicle manufacturer's recommended Preventive Maintenance Inspection (PMI) intervals. The Contractor shall develop a Preventive Maintenance plan and maintain records which detail the work performed for each vehicle inspection. These records must be available for review by RTC's Maintenance Administrator.

(1) A Preventive Maintenance Inspection (PMI) shall be performed on each RTC-owned vehicle at 3,000 mile intervals. The 3,000 mile interval shall not be exceeded. It is recommended that the Contractor establish a window of 500 miles prior to the 3,000 mile limit to ensure the interval is not exceeded (not less than 2,500 or more than 3,000 miles between PMI's). The minimum work performed for each inspection is to be reported to RTC on documents developed by Contractor and approved by the RTC Maintenance Administrator.

(2) An RTC vehicle shall not be placed in service if it has traveled more than 3,000 miles since the last PMI. If a vehicle has not met preventive maintenance standards, it shall be removed from service and be subject to liquidated damages as outlined in Section 9.

(3) RTC will periodically inspect vehicles and generate the RTC Inspection Report to identify items that require action by the Contractor. After RTC submits the Inspection Reports to the Contractor, the Contractor shall address all noted open items to RTC's satisfaction within fifteen (15) days or at the next PMI, whichever comes first, unless repair item(s) is safety related, in which case the vehicle shall not be permitted to re-enter service until completed. The Contractor shall return the completed Inspection Report to the RTC Maintenance Administrator or his or her designee upon completion. RTC will consider

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the PMI and the Inspection Report to be incomplete if items identified on the discrepancy sheets have not been addressed to RTC's satisfaction within the prescribed period.

(g) Warranty Work. -- The Contractor shall be responsible for the conduct of all warranty work on RTC vehicles assigned to the Contractor and the administration of all warranty paperwork with manufacturer. The Contractor shall obtain manufacturer authorization to perform warranty maintenance or shall transport vehicles at the Contractor's cost to an authorized warranty service provider.

(h) Components. -- All components of each Revenue Vehicle's body, appurtenances, and frame will be sound and undamaged while the vehicle is in revenue service.

(i) RTC Inspections. -- The RTC's Maintenance Administrator or his or her designee may conduct announced and unannounced inspections of the vehicles at any time either at the Contractor's location or while the vehicle is in service. The Contractor shall maintain RTC vehicles at all times in such a way as to protect RTC's investment. This requires prompt response to ensure that repairs are done at the point where they shall require the least expenditure.

(1) Examples of prompt response are:

- (A) Repairing an engine miss promptly to avoid a dropped valve or severely scored cylinder wall;
- (B) Routine oil sampling of engines to avoid catastrophic failures;
- (C) Identifying and responding to trends which affect vehicle reliability; and
- (D) Repairing body damage or graffiti, which affects vehicle appearance.

(2) In addition to the Contractor's maintenance efforts, RTC shall periodically conduct oil sampling/analysis as a quality assurance measure.

(j) Vehicle Management Software. -- The Contractor shall utilize the RTC-provided Ron Turly Associates vehicle management software, or other approved program to

record the labor, parts and materials required each time preventive maintenance and repairs are performed on an RTC vehicle. This information shall be used by the Contractor to maintain and prepare required maintenance reports for submission to RTC and shall be retained in the permanent vehicle file for each assigned vehicle.

(k) Maintenance Personnel Capabilities. -- All repair work will be performed by maintenance personnel who have demonstrated experience and documented training in the work to be done. Maintenance personnel will have the necessary equipment and tools to perform any authorized work.

(l) Accident Repair Vendors. -- It shall be the responsibility of the Contractor to secure a reputable accident damage repair vendor or vendors.

(m) Off-Property Repairs. -- The Contractor shall be responsible for the movement of vehicles within Southern Nevada. If repairs, maintenance or warranties are to be performed at locations other than the Contractor's premises, the Contractor shall provide transportation to and from the repair location.

(1) The Contractor shall perform quality control inspections on vehicles returning from off property repairs ensuring vehicles are safe to return into service.

(2) The Contractor shall also provide transportation of replacement parts and equipment from selected vendors.

(3) As new vehicles are added to the fleet and retired vehicles are removed, it is the Contractor's responsibility to provide Vehicle Operators or a drive-a-way service to relocate vehicles as needed.

(n) Uniformed Vehicle Usage. -- The Contractor will utilize all vehicle types in the fleet provided by RTC on an equal and consistent basis, and will maintain all vehicle types as uniformly as possible.

(o) Tires. -- RTC shall supply tires for RTC-owned vehicles. Contractor shall comply with RTC's tire supplier's tire control procedures, tire service report and vehicle tire inventory.

(1) Abused, damaged or alignment-worn tires shall be charged to the Contractor.

(2) It shall be the responsibility of the Contractor to ensure that all wheels are properly maintained. Damaged rims shall be the responsibility of the Contractor.

(3) The Contractor shall also be responsible for maintaining the appearance of wheels. Both steel and aluminum wheels shall be sent out for polishing on a regular basis.

(p) Spare Ratio. -- For purposes of scheduling Revenue Vehicles, RTC and the Contractor will maintain a spare ratio of 15% of the total fleet of Revenue Vehicles required at peak utilization as calculated under FTA guidelines.

(q) Shop Equipment and Tools. -- The Contractor is required to provide adequate and appropriate shop equipment and special tools as necessary to perform the necessary maintenance tasks required to meet RTC's standards and requirements as described herein. (Examples of such tools include, but are not limited to, opacity meters, electronic testing equipment and torque wrenches). The Contractor is required to calibrate and maintain tools to equipment manufacturer's specifications.

(r) Research and Demonstration Projects. -- The Contractor shall, at the instruction of the RTC Project Manager, participate in ongoing research or demonstration projects for the purpose of field testing various components, systems, or vehicles.

(s) Red Tagged Vehicles. -- If, in the opinion of RTC, a vehicle does not meet RTC safety standards as outlined in this Contract, the vehicle may be "red tagged." A vehicle that has been "red tagged" shall not go into service and/or shall be immediately removed from service.

(1) A vehicle that has been disallowed to pull-out from bus yard during a pull-out inspection conducted by RTC shall be put on hold for any of the following conditions (the list is representative, but not all inclusive).

- (A) Safety equipment missing (per Vehicle Code requirements);
- (B) Wheelchair lift inoperative;
- (C) Wheelchair lift brake interlock inoperative;
- (D) Wheelchair lift restraint missing or inoperative;
- (E) Tires: Flat, worn, embedded objects or bald;
- (F) Passenger door interlock inoperative;
- (G) Headlights out;
- (H) Taillights out;
- (I) Turn signals out or inoperative;
- (J) Horn not working;
- (K) Windshield wipers not working;
- (L) Engine smoking excessively;
- (M) Brake lining too thin;
- (N) Fluid leaks;
- (O) Coolant leaks;
- (P) Air conditioning, heating, and ventilation systems inoperative;
- (Q) Exhaust system leaking or damaged;
- (R) Steering with excessive play;
- (S) Loose or missing lug nuts;
- (T) Vehicles with body damage in excess of \$500.00 damage may be red-tagged by RTC; and
- (U) Any noncompliance with Federal Motor Safety Standards and other governing agency safety, vehicle operation regulations.

(2) A "red tagged" vehicle may not be released for service until such time as the problems associated with it have been rectified by the Contractor and verified by RTC.

(t) Road Failures. -- In the event of a vehicle failure while in revenue service, the Contractor shall require the Vehicle Operator to contact Radio Dispatch immediately with details of the vehicle failure. Upon notice of the vehicle failure from the Vehicle Operator, the Contractor shall deploy a vehicle immediately to replace the failed vehicle to ensure the continuation of service. Contractor's Dispatch staff shall document the Service Interruption Log each time the Contractor responds to a road failure whether or not a vehicle has to be exchanged or replaced due to a malfunction or a mechanical problem. The Contractor shall



either make the affected Revenue Vehicle fit for passenger service or provide a replacement vehicle within thirty (30) minutes of the Vehicle Operator's notice to Radio Dispatch of the vehicle failure.

(u) Accident Reporting. -- In the event of a traffic accident, a passenger accident, an emergency or other non-routine event involving a Revenue Vehicle in which vehicle damage, property damage or personal injury (including death) results, the Contractor shall notify the RTC Project Manager within one hour of receipt of such information. The Contractor must follow up with specific details from the accident or incident investigation within three (3) hours from the time RTC was originally notified. The Contractor shall prepare all reports required by the Contract. The Contractor shall comply with all applicable laws and regulations in the case of any accident.

(v) Fuel Management Equipment. -- The Contractor shall utilize and maintain all fuel management equipment (ORPAC FuelOmat) hardware included, but not limited to the fueling facilities and on board vehicle equipment. This includes, but is not limited to, the proper calibration of all vehicle identification units (VIU's) and troubleshooting, resetting, and required repairing of any malfunction, repair and/or replacement of any necessary parts.

#### SECTION 23. VEHICLE CLEANING AND APPEARANCE STANDARDS AND REQUIREMENTS

(a) In General. -- The Contractor shall maintain the cleanliness of all Revenue Vehicles in accordance with established performance standards. The Contractor shall steam clean the engine and the under carriage of each Revenue Vehicle once every six (6) months.

(b) Interior Cleaning. -- The Contractor shall ensure that vehicle interiors are swept or vacuumed daily to remove all dirt and debris and that mopping is carried out as necessary, but no less often than twice weekly. Under no condition will RTC accept a cleaning

plan that would permit Revenue Vehicle interiors to be cleaned with water and a hose.

(c) Exterior Cleaning. -- The Contractor shall ensure that vehicle exteriors are washed and scrubbed every other day, provided, however, that vehicles shall be washed and scrubbed as soon as practicable during or following every rain day in order to maintain RTC's standards for vehicle appearance.

(d) Insect Extermination. -- The Contractor shall ensure that all Revenue Vehicles undergo insect extermination as necessary to eliminate the presence of insects. The extermination process shall be applied while vehicles are out of service. The Contractor shall not place any vehicle in revenue service while any noxious fumes or detectable odors remain in the vehicle.

**SECTION 24. FACILITY MAINTENANCE AND OPERATIONS STANDARDS AND REQUIREMENTS**

(a) In General. -- The Contractor shall be responsible for maintaining the IBMF in accordance with all local, State and Federal requirements for safety. The Contractor shall ensure that sufficient qualified personnel, supplies, parts, and equipment are available at all times to ensure timely maintenance of all RTC provided Facilities and equipment. The Sunset Maintenance Facilities, when operational, will be maintained by RTC. Notwithstanding the previous sentence, RTC may determine, in consultation with the Contractor, that maintenance of the Sunset Maintenance Facilities shall be transferred to the Contractor. Prior to any such transfer, RTC and the Contractor shall negotiate specific line items to determine the appropriate cost adjustment for such Contractor provided maintenance. For purpose of this Section, the term "Facilities" only refers to the Facilities for which the Contractor has maintenance responsibilities.

(b) Potential Re-evaluation. -- Notwithstanding the preceding paragraph, RTC

may in the future, chose to re-evaluate its Facility Maintenance Plan to include taking over at the IBMF a portion or all of the identified maintenance tasks, either directly or by third-party contracting. In the event that RTC determines to assume responsibility for the IBMF, RTC will provide the Contractor advance notice of this intent, and negotiate adjustments to the service hour rate to reduce the rate for costs associated with Facility Maintenance at the IBMF.

(c) Facilities Maintenance Plan. -- The Contractor shall develop a Facilities Maintenance Plan (FMP) that clearly identifies how it intends to accomplish facilities and auxiliary equipment maintenance. The plan shall include a Preventive Maintenance Program/Plan (PMP) to, meet or exceed the standards listed in the Regional Transportation Commission IBMF Paratransit Preventive Maintenance Task Lists dated May 10, 2006, which is included as Appendix H to this Contract. The Contractor's PMP will clearly identify the daily, weekly, monthly and yearly preventive maintenance tasks, inspections, and schedules.

(1) The FMP shall include the proposed reporting forms, schedules and procedures for all maintenance activities. The Contractor must receive the approval of the RTC Facilities Manager or his or her designee prior to the implementation of the FMP, and RTC will approve a FMP, which may reflect modifications to the plan submitted by the Contractor, prior to the commencement of service on July 1, 2007.

(2) In compliance with the Contractor's FMP, the Contractor shall maintain a written and/or electronic record, in a format approved by RTC, of all maintenance and repairs to the Facilities. In addition, the Contractor shall immediately notify the RTC Project Manager or his or her designee in writing of any necessary major repairs to the Facilities, or associated equipment or systems, that the Contractor intends to undertake, and of any potential environmental or structural concerns with the Facilities, or associated equipment or systems.

(3) RTC requires that the Contractor provide, within its FMP, a notification process by which the Contractor identifies how it will notify RTC of (A) any deficiencies in the Facilities or (B) any elements of the FMP that are not being accomplished in the time scheduled; and/or (C) the explanation for failing to meet FMP timeframes. If there is a delay to any scheduled preventive maintenance task, RTC requires a written and verbal (e-mail and phone) notification to the RTC Project Manager or his or her designated representative within a maximum of 72 hours of any scheduled FMP. In the case of an emergency, immediate notification to the RTC Project Manager or his or her designee is required. In all cases the Contractor will ensure that contact is made with the appropriate RTC representative.

(d) Standards. -- In compliance with RTC standards and the Contractor's FMP, the Contractor shall maintain the Facilities in a clean and orderly condition and shall operate the Facilities in a safe and efficient manner. The Contractor shall be responsible for all preventive and routine maintenance of the Facilities and associated equipment and systems. Such maintenance will be conducted in accordance with industry standards and with applicable builders' or manufacturers' manuals, standards, specifications and instructions for proper maintenance, repair and operation. Maintenance and repair of the Facilities and associated equipment and systems will be performed at the Contractor's expense, provided however, that major structural modifications or major repairs to the Facilities, and/or replacement of major systems or major equipment will be the responsibility of RTC, unless the need for such modification, repair or replacement was due to inaction, the negligent act or omission of the Contractor. RTC will assume responsibility for all costs associated with maintenance and repair of the Emergency Generator. The Contractor shall use the Facilities only for contracted Specialized Services work.

(e) Environmental Obligations. --

(1) During the term of this Contract, the Contractor will be responsible for the proper handling, use, storage, and disposal of all waste oil and hazardous materials produced at the Facilities, and for all other environmental requirements specified in Section 56 of this Contract. The Contractor will develop an environmental program to properly manage all RTC Facilities. As part of the environmental program, the Contractor will also develop a plan for the containment and clean up of spilled fuel, oil, and any hazardous materials consistent with the obligations of Section 56, and will be responsible for carrying out all such containment and clean up activities. Such program and plan will be submitted to RTC for review and approval.

(2) RTC will provide Facilities for use by the Contractor in a condition that complies, at the time the Contractor assumes occupancy, with all Federal, State and local environmental laws and regulations. The Contractor will return the Facilities to RTC at the conclusion of this Contract in a condition that complies with all Federal, State and local laws and regulations, and will take and be financially responsible for all remedial actions necessary to remove any hazardous materials from the Facilities generated by Contractor, its employees, or subcontractors, including any actions identified in the audit conducted under paragraph (3) below.

(3) An environmental audit will be conducted by RTC (or a consultant of RTC) at the conclusion of this Contract to assess the environmental condition of the Facilities, and to assist in determining the Contractor's compliance with the requirements of this Section and Section 56 of this Contract. RTC may also, in its discretion, periodically conduct environmental audits during the term of this Contract. In this Section, the term "hazardous materials" includes flammable, explosive, or radioactive materials, chemicals, hazardous

wastes, toxic wastes or materials, or similar substances, and any petroleum products or derivatives deemed hazardous by Federal, State, or local law.

(f) Permits. -- The Contractor will be responsible for obtaining and maintaining a Class I Waste Water Discharge Permit for the Facilities, which permit will be renewed annually. RTC has obtained a storm water pollution prevention permit for the North Las Vegas Facility from the Nevada Division of Environmental Protection, and the Contractor will be responsible for the annual renewal of such permits.

(g) Repair Standards. -- All maintenance of and repair work to the Facilities shall be performed by personnel of the Contractor (or any RTC-approved subcontractor) who have demonstrated experience and documented training in the work to be done. The Contractor shall ensure that Facility Maintenance personnel have the necessary equipment and tools to perform all work efforts.

(h) Telephone and Utilities. -- The Contractor shall be responsible for the monthly telephone bills, monthly telephone rental equipment costs, and utilities (*i.e.*, gas, water and electric), including the electricity costs of compression of gas at the Facilities.

(i) Manuals, Instruction and Repairs. -- RTC shall provide the Contractor with written manuals and instruction in the proper use, operation, care and maintenance of the systems and equipment at the Facilities. The Contractor shall comply with such manuals and instruction and shall properly use, operate, and maintain the systems and equipment. RTC shall provide the Contractor with all available information regarding any applicable warranties for such systems, equipment, and Facilities. The Contractor shall notify the RTC Project Manager or his or her designee of any necessary repairs, failures or problems with systems, equipment, or Facilities covered by applicable warranties. RTC shall be responsible for all direct dealings with manufacturers and other entities concerning any necessary repairs

or replacement of equipment, systems, and Facilities during the coverage period of applicable warranties. The Contractor is responsible for returning all RTC provided warranty and instruction manuals.

(j) Emergency Notification. -- In the event any work operations that are Contractor's responsibility result in an accident, safety hazard, or problem of an emergency nature, Contractor staff shall notify the RTC Project Manager or his or her designee by telephone within one hour. It shall be Contractor's responsibility to initiate immediate corrective action and inform the RTC Project Manager of the final disposition of the particular problem.

(k) Unauthorized Use. -- No Contractor personnel shall take or make unauthorized use of any of the RTC properties, buildings, equipment or materials. The removal of any property of RTC or unauthorized use of the RTC properties, buildings, equipment or materials shall be considered as theft by RTC and RTC shall have the right to, without prior written notice to the Contractor, pursue any remedies at law or inequity. The RTC shall retain the right to withhold from payment any expenses incurred as a result of the Contractor's removal of any of the RTC property that is considered theft by RTC.

(l) Additional Training. -- Technical training of facility maintenance personnel, beyond Contractor employee orientation, is required and should include appropriate certification training, vendor provided training, and maintenance safety training. The Contractor shall provide training for facility maintenance personnel for all new or replacement items over the course of the Contract.

## SECTION 25. OPERATING PERFORMANCE STANDARDS

(a) Operation of Vehicles. -- The Contractor shall operate Revenue Vehicles in

accordance with all applicable local, State, and Federal laws and regulations with regard to safety, comfort, and convenience of passengers and the general public.

(b) Service Characteristics. -- The Contractor shall provide service in accordance with Appendix C, Service Characteristics and according to any adjusted schedule established by the RTC Project Manager. The Contractor shall implement schedule changes as directed by the RTC Project Manager in order to adjust schedules to meet varying ridership demands.

(c) CATCOM System. --

(1) CATCOM Workstations. -- RTC will provide the Contractor, over the course of the Contract as needs are identified, six (6) fully functional CATCOM workstation systems to be used in the operations center by Contractor Dispatch and operations staff. There are three (3) CATCOM workstations in operation as of the execution of this Contract.

- (A) A fully functional workstation system will include all hardware, peripherals, and software comparable with the current configuration, or upgraded configuration if such upgrades occur prior to the start of the Contract.
- (B) If during the course of the Contract, the Contractor determines it needs more than the six (6) CATCOM workstations, the Contractor shall be required to provide written justification to the RTC Project Manager for the additional workstation(s).
  - (i) If RTC approves the additional workstation(s) and determines a sufficient business need exists, RTC will purchase the additional workstation(s) and software. RTC will install and maintain the additional workstation(s).
  - (ii) If RTC approves the additional workstation(s), but determines that there is not a sufficient business need for the workstation(s), the additional workstation(s) will be the financial responsibility of the Contractor. RTC will install and maintain the additional workstation(s).

At the close of the Contract, the additional CATCOM workstation(s) purchased by the Contractor will remain the property of the Contractor.



- (C) For network and system integrity and security, RTC may not permit any third party user to own or control devices that attach to the RTC network.

(2) In the event that the CATCOM system malfunctions, the Contractor shall ensure that a paper manifest is generated and properly completed by the Vehicle Operator(s). The Contractor shall ensure the validity of all system data through final trip edit/audit in accordance with Section 2 of this Contract as further described in Appendix P.

(d) Data. - RTC provides Revenue Vehicles with sophisticated radio and diagnostic capabilities which are dependent on the Vehicle Operators' proper activation of the system by correctly logging into the CATCOM Advanced Mobile Data Terminal (AMDT) on vehicles at the start of each shift. The Contractor shall ensure that all data required by the RTC is correctly entered into the RTC scheduling and dispatch system. All required information is critical to system reporting and its level of accuracy is of great importance in whatever form the data is entered whether by the Vehicle Operator marking the manifest and having it manually entered at the end of the service day or as a result of the Vehicle Operator notifying dispatch via the communication system and the Radio Dispatcher logging it into the system; or the Vehicle Operator using the AMDT. Failure to log into the system hinders the flow of information necessary to manage the service day, the receiving of information for Federal reporting requirements, and assisting in quick response to safety and security incidents. Accordingly, such failures may result in assessments of liquidated damages pursuant to Section 9(c)(9)(A) of this Contract.

(1) In order to properly gauge the level of accuracy of the Contractor manifest information, RTC and the Contractor will cooperatively develop, within 120 days of the Notice to Proceed, an accuracy formula by which to measure compliance with this provision. RTC will determine an acceptable level of accuracy, once the formula is applied.

in consultation with the Contractor.

(2) The Contractor shall report the accuracy level on the monthly operation's report.

(3) Performance below the acceptable level of accuracy will require immediate attention by the Contractor to correct the information and to insure that the process of data collection is improved to within the acceptable level of accuracy. An unacceptable level of accuracy, as determined in accordance with paragraph (1) above, could result in a partial withholding of payment of Contractor invoice.

#### **SECTION 26. GENERAL REPORTING REQUIREMENTS**

(a) **In General.** -- The Contractor shall submit all monthly reports on operational performance, maintenance performance, and safety to the RTC Project Manager or his or her specified designee with the monthly invoice(s), as specified in Section 5(c) of this Contract. The Operational report should stipulate by Revenue Vehicle and Revenue Vehicle fleet, vehicle hours, revenue miles, and accidents per 100,000 miles of service. The list below includes the minimum data requirements of the monthly report of the Contractor. The Contractor shall submit required information in a format approved by RTC.

(b) **Daily Reports.** -- Data Needs for Daily Reports

(1) **Operational Data**

- (A) Service Interruption Log
- (B) Route Closure Report

(2) **Fleet Maintenance Data**

- (A) Out of Service Report

(c) **Monthly Reports.** -- Data Needs for Monthly Report

(1) **Operating Data**

- (A) Trips completed/ missed; ratio
- (B) Analysis of factors impacting on-time performance ratio if below 94%
- (C) Summary of drug and alcohol testing results for all safety-sensitive employees
- (D) Year-to-Date Vehicle Operator turnover rate
- (E) Certified driver list
- (F) Monthly list of all Contractor employees authorized to access the RTC network. This report is due separately on the 20<sup>th</sup> of each month to reflect access requests for the following month.

(2) Fleet Maintenance Data

- (A) Updated fleet listing
- (B) Overview of maintenance activities
  - (i) Preventive Maintenance Inspection and major repair work
  - (ii) Vehicle down time
  - (iii) Warranty activity on Revenue Vehicles, equipment, and other property owned by RTC.
  - (iv) Fleet availability
  - (v) (Non-fuel) Fluids consumption RTC-owned Revenue Vehicles
  - (vi) Fuel consumption for all Revenue Vehicles (by vehicle and fleet)
  - (vii) Air conditioning maintenance (by vehicle and fleet)
  - (viii) Lift maintenance
  - (ix) Tire usage on RTC-provided tires
  - (x) Miles traveled by all revenue vehicles
  - (xi) Number of accidents (preventable and non-preventable)
  - (xii) Average mileage between PM's
  - (xiii) Number of PM's
  - (xiv) Number of road calls (maintenance and non-maintenance)
  - (xv) Mileage between maintenance road calls

(3) Facility Maintenance Data

- (A) The Contractor shall provide all reports necessary to document the following facility maintenance activities:
  - (i) Equipment failures and any down time associated with the failure
  - (ii) All facility maintenance activity and repairs
  - (iii) All Facility Maintenance warranty activity
- (B) By request and within 72 hours of notice by the RTC Project Manager or his or her designee, the Contractor shall produce reports that reflect a designated reporting period for system and equipment maintenance history on any specified equipment or system. The report should be electronically generated by RTC approved software or as otherwise requested by RTC.

- (d) Monthly Meetings. -- The Contractor should be aware that meetings to discuss

the Contractor's operation and maintenance of the RTC vehicles and facilities will be held at least once a month with the Contractor and RTC key staff designated by the RTC Project Manager. The Contractor will insure that the appropriate Contractor's personnel will be present at these meetings. In addition, a representative of the Contractor shall be present at the regular public meetings of the RTC, and at meetings of other specified RTC advisory committees.

(e) EEO and Drug and Alcohol Testing Forms. -- The Contractor is responsible for completing EEO and Drug and Alcohol Testing forms required for submission to FTA.

#### **SECTION 27. SYSTEM SECURITY AND EMERGENCY PREPAREDNESS**

(a) In General. -- The Contractor is responsible for the safety and security of the passengers and capital resources assigned to it by RTC. RTC requires the Contractor to work cooperatively with RTC staff, other Contractors, local, State and Federal representatives in developing, implementing and following security procedures.

(b) Requirements. -- The Contractor will adhere to all local, State and Federal requirements for transit system safety, security, and emergency preparedness.

(c) Personnel Assignment and Certification. -- The Contractor, as part of its personnel staffing plan, will assign its Manager of Driver Development and Safety (DDS Manager) the responsibilities associated with safety, system security and emergency preparedness. In addition, the Contractor will assign one additional qualified person on its staff to act as a back-up to the DDS Manager in the event of the DDS Manager's absence or inability to perform such task.

(1) The individual(s) serving in the safety, system security and emergency preparedness position shall have sufficient training and experience to assist RTC in

coordination of emergency preparedness activities, write and amend the Contractor's supplement to the RTC's System Security and Emergency Preparedness plan, and generate required reports.

- (A) For purposes of this Section, "sufficient training" requires the successful completion of qualification as a Certified Safety Specialist (CSS) based on the U.S. Department of Transportation (USDOT) Transportation Safety Institute (TSI) program.
- (B) The Contractor may assign at the start of the Contract a DDS Manager who has not yet begun the certification process; however, the individual must complete the certification process within twelve (12) months of the Notice to Proceed. Contractor will assure the designated back-up to the DDS Manager receives the Certified Security Specialist Training within eighteen (18) month of the Notice to Proceed.
- (C) Contractor agrees to the certification requirements for any employees who replace the DDS Manager and his/her back-up during the term of the Contract.

(2) The staff person dedicated to system security and emergency preparedness shall attend monthly security group meetings and special meetings with the RTC staff, on behalf of the Contractor, or meetings with the RTC at the request of staff.

(d) Receptionist(s). -- The Contractor shall provide a receptionist at each public entrance to the Contractor's facility capable of screening visitors and trained to respond to security and emergency situations.

(e) Emergency Preparedness. -- The Contractor shall participate in activities and exercises in support of the multi-jurisdictional efforts in Clark County to meet and prepare for local emergencies. The Contractor's dedicated system security and emergency preparedness staff person shall coordinate these events with the RTC's designated security staff person.

(f) Emergency Response. -- Upon verbal or written authorization from the RTC Project Manager, the Contractor shall respond to emergency situations with Contractor personnel and RTC-owned vehicles.

(1) The Contractor is responsible for the safety of its personnel and for any worker's compensation claims that might result from performance of emergency service.

(2) The Contractor will not be responsible for damage to RTC-owned vehicles that results directly from any incident outside of the control of the Contractor while in performance of emergency service.

(3) RTC and the Contractor shall negotiate any reimbursement costs associated with emergency responses under this subsection which are not compensated by the Contract Service Hour rate.

(g) Key or Badge Control. -- RTC will provide keys to the Facilities assigned to the Contractor and will provide security access control badge equipment to all Contractor employees.

(1) The Contractor is responsible for key and badge control and shall maintain a written key and badge control log.

(2) Expenses resulting from inadequate key or badge control that requires the RTC to re-key or replace access control items shall be the responsibility of the Contractor.

(h) Self Audit. -- The Contractor shall conduct a self-audit on safety, security and emergency preparedness on any annual basis and shall participate annually in an RTC audit, based upon the APTA Bus Safety Management Program checklist included at Appendix O to this Contract. The Contractor shall assist RTC during any local, State or Federal audits.

(i) Reporting. -- The Contractor shall meet requirements for the regular reporting of information relating to system safety and security. The following is a list of required reports and the frequency of the reports. RTC will notify the Contractor of its responsibility to provide information as other reports are required by local, State or Federal agencies.

(1) Monthly

- (A) Security and Emergency Incident Report
- (B) NTD Safety and Security Report
- (C) Safety meeting agenda and minutes, including corrective actions taken as a result of items identified through the safety committee.

(2) Quarterly

- (A) Safety and Security incident trend analysis
- (B) Training sessions completed related to transit security  
Classify training as either Contractor required or a Federal/State requirement

(3) Annually

- (A) Results of annual self audit
- (B) OSHA Hazard analysis
- (C) Year end trending analysis covering a three year period. (The Contractor shall report year one, and then add one year at a time through year three. After year three of the Contract, the Contractor shall report the three most current years.)

(j) RTC Notice. -- In the event that RTC, in its sole discretion, determines that the Contractor has failed to meet requirements of this Section, RTC will provide written notice to the Contractor of such failure. The Contractor shall respond to RTC's written notice within five (5) calendar days with an action plan for immediate correction of the noted deficiency(ies). Failure of the Contractor to respond within five (5) calendar days to RTC's written notice may result in the assessment of liquidated damages pursuant to Section 9(c)(10).

**SECTION 28. PASSENGER INQUIRIES**

(a) In General. -- The Contractor will receive calls from the general public regarding the day of service ride status for all contract services except Senior Transportation service.

(b) Staffing Levels. -- The Contractor shall maintain, at a minimum, a staffing level in accordance with its Staffing and Personnel Plan.

- (1) The Contractor shall maintain a quality standard of an acceptance rate of at

minimum 95% of calls and an average hold time not to exceed one minute.

(2) Maintaining the quality standards outlined above is the responsibility of the Contractor. If the Contractor's staffing proposal does not achieve the standards, the Contractor is required to staff up, at no additional cost to RTC, until the staffing level successfully maintains the quality standard.

(c) Call Redirection. - If callers mistakenly contact the Contractor's passenger inquiry line with the intention of registering a complaint, the Contractor's staff shall, in a professional and courteous manner, refer the caller to the RTC Customer Service Call Center. For the infrequent occasion where referral may reach a point of contention with the caller, the requirements set out in Section 29(c) will apply.

#### **SECTION 29. CUSTOMER COMPLAINT REPORTING**

(a) In General. -- The RTC Customer Service unit will notify the Contractor of customer complaints that RTC receives directly. The Contractor shall address the complaints as outlined in the RTC Passenger Complaint Process set out as Appendix Q to this Contract. The Contractor shall develop an internal process to properly research, record and respond to RTC in a timely manner regarding customer complaints. RTC Customer Service staff will remain responsible for notifying customers of the resolution of complaints. The Contractor will not respond directly to the customer, unless provided expressed direction from the RTC Project Manager or his or her designee.

(b) Contractor Responsiveness. -- The Contractor shall investigate, document and submit to RTC any justification regarding customer complaints. RTC will review the Contractor's response and make the final decision concerning the resolution of the complaint. The Contractor shall be responsible for making changes to procedures, retraining of operators,



and reassignment of personnel necessary to correct any actions identified through the Passenger Complaint Process.

(c) Contractor-received Complaints. -- Should Contractor personnel receive complaints from customers, the Contractor shall forward to the RTC Customer Service unit all passenger complaints within 24 hours of the Contractor's receipt of the complaint on a form approved by the RTC Project Manager. The Contractor's logging of complaints shall include a written description of the complaint and any resolution of the complaint by the Contractor.

(d) Complaint Validity. -- For purposes of this Section and the liquidated damage provision of Section 9(c)(7), RTC will consider a customer complaint valid unless RTC determines that the Contractor has sufficiently documented that the complaint is not valid.

(e) Administrative Hearing. -- In cases in which the customer complaint is unable to be resolved, RTC may conduct an Administrative Hearing in which the customer and Contractor may present their positions.

#### SECTION 30. NO-SHOW PROCEDURES

(a) In General. -- For the Contractor, a No-Show occurs when a Revenue Vehicle arrives on time for a pick-up and the passenger decides not to board the vehicle (No-Show at the Door), is not present at the address listed on the manifest (No-Show), or has called in to cancel the ride within a timeframe specified in the RTC's No-Show Policy (Appendix R). A Vehicle Operator who arrives within the 30 minute on-time window is required to wait for five minutes before departing and recording the trip as a No-Show.

(b) Enforcement. -- RTC enforces a No-Show Suspension Policy that requires accurate recording of No-Show occurrences. The Contractor is responsible for making every reasonable effort to verify that the ride is a valid No-Show before proceeding with the next trip

identification, and for accurately documenting the trip as a No-Show. The Vehicle Operator shall fill out and leave a No-Show Door Hanger and retrieve a copy to be reconciled with the Contractor with the manifest. The Contractor shall forward the copy to RTC.

(c) Standard Practice. -- It has been standard practice to return to pick up a passenger who has been listed as a No-Show only if the passenger is at a location other than the home address except for individuals who have entered a disruptive customer status of no-pay, no-ride. The No-Show remains on the record, and the passenger is sequenced into the schedule based on the first available efficient ride.

(d) Disputes. -- Disputes regarding No-Shows are processed based on the RTC Passenger Complaint Process (Appendix Q).

#### **SECTION 31. INSURANCE**

(a) Required Insurance. -- Contractor shall carry and pay premiums for insurance of the types and with the limits of liability not less than stated below. Such insurance shall be maintained in effect during the term of the Contract and shall cover all events occurring during the term of the Contract (commonly known as tail coverage).

(1) Workers' Compensation Insurance covering all of Contractor's employees engaged in work under the Contract as required under the Workers' Compensation Act of the State of Nevada and/or any applicable law or laws of any other state or states. Employer's Liability Insurance with limits of liability of not less than \$100,000 per accident, \$100,000 per employee for disease, and \$500,000 policy total for disease.

(2) General Liability Insurance covering RTC's premises used for storage and maintenance of vehicles used in performance of the Contract with limits of liability of not less than \$500,000 each occurrence combined single limit and \$1,000,000 general policy

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aggregate if applicable. Such liability insurance shall also include coverage for Personal Injury Liability, Contractual Liability and Liability for Independent Contractor.

(3) **Automobile Liability Insurance** covering all Revenue and Support Vehicles used in connection with the work performed under the Contract with limits of not less than \$5,000,000 each occurrence combined single limit for bodily injury and property damage.

(4) **Automobile Physical Damage Insurance** on all RTC-owned Revenue Vehicles covering collision and fire, theft, combined additional coverage with limits of liability not less than the actual cash value of the vehicle at time of loss or the cost to repair or replace with like kind and quality with deduction for depreciation. Deductibles shall not exceed \$10,000 for each loss and RTC shall be named Loss Payee under the policy. Contractor shall be responsible for payment of any loss under the deductible amount.

(b) **RTC Coverage.** -- RTC will be named as an additional insured for all commercial coverage for all RTC-owned or leased assets and for all liability coverage for claims arising under this Contract.

(c) **Notice.** -- All such policies required above shall be endorsed to provide a sixty (60) day written Notice of Cancellation, renewal, or material change to the RTC Project Manager or designee.

(d) **Umbrella Policy.** -- The limits of liability as required under this Section may be provided by a single policy of insurance or a combination of policies including the so-called umbrella liability policy. Self-insurance or the use of deductibles or self-insured retentions shall not be considered as complying with these requirements unless approved in writing by the RTC Project Manager.

(e) **Minimum Insurance Requirements.** -- The types of insurance and limits of liability stated in this Section are the minimum acceptable to RTC and shall in no way be

construed as a limitation of Contractor's liabilities and obligations arising out of the performance of the Contract.

(f) Subcontractors. -- The Contractor shall require any and all subcontractors performing work under the Contract to carry insurance to the types and with limits of liability as the Contractor shall deem appropriate and adequate. The Contractor shall obtain and make available for inspection by the RTC Project Manager upon request Certificates of Insurance evidencing insurance coverages carried by such subcontractors.

(g) RTC Approval. -- All insurance required to be maintained or provided by the Contractor and subcontractors shall be with companies and through policies approved by the RTC Project Manager. The RTC Project Manager has the right to inspect in person, prior to commencement of the work, all of the Contractor's insurance policies in regard to required insurance coverages. All such Insurance Companies shall carry a Best's rating of A+ (or equivalent) and be licensed by the State of Nevada.

(h) Copies of Policies. -- Proof that such insurance coverage exists as required above shall be furnished to the RTC in the form of certificates of insurance within fifteen (15) calendar days following notice of award. Renewal or replacement policies shall be furnished fifteen (15) days prior to the expiration date or termination date of any policy furnished in compliance with the requirements of the Contract.

(i) RTC Purchase of Insurance. -- If at any time during the Contract term the Contractor fails to provide proof of insurance required above, RTC reserves the right, but not the obligation, to purchase other insurance to protect the RTC's interests and to withhold from Contractor's payments the cost of such insurance.

SECTION 32.

AUDIT AND INSPECTION OF RECORDS

(a) In General. -- The Contractor agrees that RTC, the Comptroller General of the United States, and the U.S. Secretary of Transportation, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records, and to audit the books, records, and accounts relating to the performance of the Contract.

(1) Inspection of records will be conducted during regular business hours and on site at the local administrative offices of the Contractor. If the Contractor retains records in a location other than its local administrative offices, the Contractor will have five (5) calendar days in which to return the records to its local administrative office.

(2) The Contractor is further required to maintain all required records on site in a location(s) in the Las Vegas metropolitan area for at least three (3) years after RTC has made final payment and all other pending matters are closed, provided, however, that the Contractor may destroy paper manifests by shredding once RTC informs the Contractor that the manifests in question are no longer needed due to the completion of an FTA Triennial Review.

(b) RTC Audits. -- The RTC Project Manager may, at any time, conduct an audit of any and/or all records kept by the Contractor that are directly or indirectly related to the services provided under the Contract. Appropriate financial adjustments shall be made by the RTC Project Manager based upon any inconsistency, irregularity, discrepancy or unsubstantiated billing revealed as a result of such audit and for the amount of any liquidated damages assessed under Section 9 of this Contract. Any overpayment uncovered in such an audit may be charged against the Contractor's future invoices.

**SECTION 33. OWNERSHIP OF DOCUMENTS**

The Contractor agrees that any and all information, in oral or written form, whether obtained from RTC, its agents or assigns, or other sources, or generated by the Contractor pursuant to the Contract, shall not be used for any purpose other than fulfilling the requirements of the Contract. Any documents, reports, or data generated by the Contractor in connection with the performance of the Contract shall become the sole property of RTC, subject to any rights asserted by the FTA. The Contractor may retain copies of such items for its files. The Contractor shall not release any documents, reports, or data from this project without prior written consent of RTC.

**SECTION 34. CONTINUITY OF SERVICES**

(a) **In General.** -- The Contractor recognizes that the services under the Contract are vital to RTC and must be continued without interruption and that, upon Contract termination, another entity, either RTC or another provider, may continue those services. The Contractor agrees to:

- (1) Furnish phase-in training; and
- (2) Exercise its best efforts and cooperate to effect an orderly and efficient transition to the subsequent provider.

(b) **Transition Requirements.** -- The Contractor shall, upon the RTC Project Manager's written notice:

- (1) Furnish phase-in, phase-out services for up to 120 days after the Contract terminates;
- (2) Work with the RTC Project Manager and the subsequent Service Provider to

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develop a plan to transfer responsibilities for the RTC Facilities and vehicle operations. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the RTC Project Manager's approval; and

(3) Provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by the Contract are maintained at the required level of proficiency.

(c) Compensation. -- The Contractor shall be reimbursed for all reasonable RTC approved phase-in, phase-out costs that are incurred and not compensated by the RTC in the Service Hour method of compensation, within the agreed period of time after Contract termination that directly result from phase-in, phase-out operations.

#### SECTION 35. PERFORMANCE REQUIREMENT

The Contractor shall, at all times during the term of the Contract, perform all work diligently, carefully, and in a professional manner; and shall furnish all labor, supervision, machinery, equipment, material and supplies necessary therefore. Notwithstanding the provision of drawings, technical specifications or other data by the RTC, the Contractor shall have the responsibility of supplying all items and details required to perform the services specified in this Contract. The Contractor shall conduct all work in the Contractor's own name and as an independent contractor (as provided in Section 40), and not in the name of, or as an agent for, RTC.

#### SECTION 36. HOLD HARMLESS

The Contractor agrees to protect, defend, indemnify and hold RTC, its officers,

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employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly from the Contractor's failure to perform in accordance with the terms of this Contract, or a failure to perform in accordance with the terms of this Contract by any subcontractor of the Contractor. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, other than for software provided by RTC, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, except for violations caused by compliance with RTC's procedures or policy following a judicial or Federal administrative finding that such RTC procedure or policy violate applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, whether or not it is alleged or determined that the Contractor was negligent, and without regard to whether such claim is groundless, false, or fraudulent.

**SECTION 37.       DISCLAIMER OF LIABILITY**

RTC will not hold harmless or indemnify the Contractor for any liability whatsoever.



**SECTION 38.**

**DISPUTES**

(a) **In General.** -- Any dispute between the Contractor and RTC relating to the implementation, interpretation, or administration of this Contract shall be resolved in accordance with this Section.

(b) **Informal Resolution.** -- The parties shall first attempt to resolve the dispute informally in meetings or communications between the Contractor and the RTC Project Manager. If the dispute remains unresolved fifteen (15) days after it first arises, the Contractor may request the RTC General Manager to issue a recommended decision on the matter in dispute. The RTC General Manager shall issue the recommended decision in writing and provide a copy to the Contractor.

(c) **Review by RTC Governing Body.** -- The recommended decision of the RTC General Manager shall become final unless, within fifteen (15) days of receipt of such recommended decision, the Contractor submits a written request for review to the RTC Governing Body. In connection with any such review, the Contractor and the RTC General Manager shall be afforded an opportunity to be heard and to offer evidence on the issues presented. If the dispute remains unresolved to the satisfaction of either party after review by the RTC Governing Body, either party may seek judicial resolution of the dispute in the Eighth Judicial District Court of Nevada or in a Federal District Court in Nevada.

(d) **Contractor Responsibility.** -- Pending final resolution of a dispute under this Section, the Contractor shall proceed diligently with performance in accordance with the Contract and the RTC General Manager's recommended decision.

**SECTION 39.**

**SUBCONTRACTING OF CONTRACT AND TRANSFER OF INTERESTS**

(a) In General. -- This Contract or any portion thereof shall not be assigned, subcontracted nor the interests, rights, duties or responsibilities of the Contractor transferred unless RTC, in its sole discretion, grants prior written approval. The prohibitions of this provision extend to any merger, acquisition, or consolidation involving the Contractor which would cause its responsibilities under the Contract to be transferred to or be assumed by a new, different, or restructured entity. In any case in which the Contractor desires to subcontract, it shall provide RTC with all proposed subcontracting agreements and documents (including scope of work and terms of compensation). If permitted to subcontract, the Contractor shall be fully responsible for all work performed by the subcontractors.

(b) Effect of Subcontracting. -- The Contractor may not, by subcontract, modify its obligation to perform in full accordance with its Proposal and its BAFO, change its key personnel, alter its maintenance, training or safety programs, or otherwise modify the basis upon which the Contractor was selected and Contract award made. Any action of the Contractor in violation of the preceding sentence shall constitute a breach of the Contract and an act of default. Further, the entering into of a subcontract shall not, under any circumstances, relieve the Contractor of its liability and obligations under the Contract, and all transactions with RTC must be through the Contractor.

(c) Privity. -- Any approval of a subcontract shall not be construed as making RTC a party of such subcontract, giving the subcontractor privity of contract with RTC, or subjecting RTC to liability of any kind to any subcontractor.

(d) Incorporations. -- The Contractor shall incorporate in each subcontract provisions of Sections 42 through 57 of this Contract in full, with the same conditions being imposed upon subsequent subcontractors.

**SECTION 40.**

**INDEPENDENT CONTRACTOR**

Under the terms of the Contract, the Contractor is an independent contractor and has and retains full control and supervision of the services performed by and full control over the employment and direct compensation and discharge of all persons, other than RTC employees or representatives, assisting in the performance of its services. The Contractor agrees to be solely responsible for all matters relating to wages, hours of work, and working conditions and payment of employees (including the negotiation of labor agreements, if applicable), and for compliance with social security, all payroll taxes and withholdings, unemployment compensation, and all other requirements relating to such matters. The Contractor agrees to be responsible for its own acts and those of its subordinates, employees, and any and all subcontractors during the term of this Contract. The Contractor is required to comply fully with the workers' compensation laws of the State of Nevada as applied to the Contractor and its employees and is required to indemnify and hold RTC harmless for any failure to comply with such laws.

**SECTION 41.**

**LICENSING, PERMITS, AND TAXES**

The Contractor shall be properly licensed for the services required as a result of the Contract. The cost for any required licenses or permits shall be the responsibility of the Contractor. The Contractor is liable for any and all taxes due as a result of performance of services under the Contract.

**SECTION 42.**

**CONFLICT OF INTEREST**

(a) **Requirement.** – No member of the RTC Governing Body or employee, officer or agent of the RTC shall participate in the selection, or in the award or administration, of the

Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any firm proposing on or selected for the award:

- (1) The Governing Body member or the employee, officer or agent;
- (2) Any member of the Governing Body member's, employee's officer's or agent's immediate family;

- (3) The Governing Body member's, employee's, officer's or agent's business partner;
- or

- (4) an organization which employs, or is about to employ, any of the above.

(b) Prohibition on Gratuities. -- Members of RTC's Governing Body and/or employees, officers, or agents shall neither solicit, demand, nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, subcontractors, or other parties to sub-agreements whereby the intent could reasonably be inferred as influencing the individual in the performance of his or her duties or as intended as a reward for any official act on his or her part.

#### SECTION 43. ORGANIZATIONAL CONFLICT OF INTEREST

(a) In General. -- RTC seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current or former RTC employees in transactions with RTC.

- (1) Consistent with this concept, no current or former RTC employee may Contract with, influence, advocate, advise, or consult with a third party about an RTC transaction, or assist with the preparation of Proposals submitted to RTC while employed by RTC or within one (1) year after leaving RTC's employment if he or she was substantially

involved in determining the work to be done or process to be followed while an RTC employee.

(2) All bidders, Proposers, vendors, or Contractors who anticipate contracting with RTC must identify in their proposal submission, such current or former RTC employees involved in preparation of bids or proposals or the anticipated performance of work or services if awarded the Contract. Failure to identify former RTC employees involved in this transaction may result in RTC denying or terminating this Contract.

(b) **Required Notice.** -- Prior to entering into this Contract, the Contractor is (was) required to inform RTC of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities, result in an unfair competitive advantage to the Contractor, or may impact the Contractor's objectivity in performing the Contract work.

#### **SECTION 44. INTERESTS OF MEMBERS OF, OR DELEGATES TO, CONGRESS**

In accordance with 18 U.S.C. Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of the Contract or to any benefit arising therefrom.

#### **SECTION 45. INSPECTION OF WORK**

(a) **Right to Inspect.** -- All work (which term in this Section includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and test by RTC to the extent practicable at all times and places during the term of this Contract. All inspections by RTC shall be made in such a manner as to not unduly delay the work. RTC shall have the right to

enter the premises used by the Contractor for the purpose of inspecting and auditing all data and records that pertain to the Contractor's performance under the Contract. RTC shall also have the right to enter the premises used by the Contractor for the purpose of inspecting vehicles that are used to provide services under the Contract.

(b) Corrections and Adjustments. – If any work performed is not in conformity with the requirements of this Contract (excluding performance of service hours), RTC shall have the right to require the Contractor to perform the work again in conformity with such requirements at no increase in the total Contract amount. In the event the Contractor fails promptly to perform the work again or take necessary steps to ensure future performance of the work in conformity with the requirements of the Contract, the RTC shall have the right, either by contract or otherwise, to have the work performed in conformity with the Contract requirements and charge to the Contractor any costs to RTC that are directly related to the performance of such work, or terminate the Contract for default as provided in Section 61 of this Contract. When the work to be performed is of such a nature that the defect cannot be corrected by re-performing the work, RTC shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of the work in conformity with the requirements of the Contract, and (2) reduce the Contract price to reflect the reduced value of the work performed.

**SECTION 46. DEBARMENT AND SUSPENSION STATUS**

The Contractor shall provide RTC with a certification addressing its debarment and suspension status and that of its principals. The Contractor shall inform RTC of any change in the suspension or debarment status of the Contractor or its principals during the term of the Contract within ten (10) days of any such change.

**SECTION 47.        ANTI-DISCRIMINATION CLAUSE**

The Contractor shall not in any way, directly or indirectly, in the performance of the Contract, discriminate against any person because of age, race, color, disability, sex, national origin, or religious creed.

**SECTION 48.        EQUAL EMPLOYMENT OPPORTUNITY**

With respect to the employees of the Contractor involved in the performance of the Contract whose regular place of employment is located in Clark County in the State of Nevada, the Contractor shall comply with the equal opportunity provisions of the Civil Rights Act of 1964, as amended, and, with respect to such employees, shall adopt an affirmative action plan that complies with Executive Orders Numbers 11375 and 11246 as amended as supplemented in the Department of Labor Regulations 41 C.F.R. Part 60 and of the rules, regulations, and relevant orders of the Secretary of Labor. In connection with the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, age, disability, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and treated during their employment without regard to their race, religion, color, age, disability, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts.

**SECTION 49.        AMERICANS WITH DISABILITIES ACT**

The Contractor shall comply with all provisions of the Americans with Disabilities Act

of 1990 (P.L. No. 101-336) and Section 504 of the Rehabilitation Act of 1973 (P.L. No. 93-112).

**SECTION 50. ENERGY EFFICIENCY**

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

**SECTION 51. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The Contractor shall comply with the provisions under the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

**SECTION 52. BUY AMERICA**

The Contractor shall comply with the applicable Buy America requirements set forth in 49 U.S.C. §5323(j) and the applicable regulations in 49 C.F.R. Part 661, as amended. If the Contractor procures any capital items with Federal funds, it is the Contractor's responsibility to obtain the Buy America certification required under such regulations.

**SECTION 53. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

(a) **Federal Policy.** – It is the policy of RTC that DBEs as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the DBE requirements of 49 C.F.R. Part 26 may apply to the Contract.



(b) Agreement. -- The Contractor agrees to ensure that DBEs as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under the Contract. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

(c) Nondiscrimination. -- The Contractor shall not discriminate on the basis of race, color, national origin, physical or mental disability, or sex in the award and performance of contracts assisted by the U.S. Department of Transportation.

(d) Compliance. -- The Contract shall be performed in accordance with the RTC's Disadvantaged Business Enterprise Program adopted August 12, 1999, as amended through February 14, 2002.

**SECTION 54. SECTION 13(c) OBLIGATIONS**

(a) In General. -- Except as provided in subsection B of this Section, RTC shall be administratively and financially responsible for obligations under Section 13(c) of the Federal Transit Act (49 U.S.C. §5333(b)).

(b) Contractor Obligations. -- The Contractor shall have financial liability for any 13(c) claims or obligations that are created by acts or omissions of the Contractor that are not directed by RTC, and shall also be obligated to comply with any applicable preference in hiring obligations imposed under Section 13(c). In addition, the Contractor shall cooperate with RTC (including the provision of payroll records and other information) in the resolution or defense of any 13(c) claims or disputes for which RTC has responsibility.

(c) Prohibition. -- The Contractor shall not assist or encourage any employee to file

or otherwise pursue a 13(c) claim against RTC, or take any action which is contrary to the interests of RTC under 13(c) or its 13(c) arrangements or agreements, relating to the termination of services under the Contract, any future transition from the Contractor to another service provider, or any other action or event relating to the Contract. If the Contractor fails to comply with this obligation, the Contractor shall be financially liable for all costs incurred by RTC (including attorneys' fees) associated with any 13(c) claims or delays in the receipt of Federal grants.

(d) Future Transitions. -- In the event of a future transition to another service provider, the employees employed by the Contractor for the performance of work under this Contract shall not have any right to guaranteed jobs with that subsequent service provider, nor shall that service provider have any obligation to assume the existing terms and conditions of employment or to recognize the existing union.

#### SECTION 55. FTA TITLE VI SERVICE STANDARDS

The Contractor agrees to meet RTC's service standards developed in compliance with FTA Circular 4702.1 implementing Title VI of the Civil Rights Act of 1964. Title VI service standards include a minimum of five elements: (1) Vehicle Load; (2) Vehicle Assignment; (3) Vehicle Headway; (4) Distribution of Transit Amenities; and (5) Transit Access.

#### SECTION 56. ENVIRONMENTAL REQUIREMENTS

The Contractor agrees to comply with any Federal environmental and resource conservation requirements that are in effect during the term of the Contract. The Contractor shall report any violation of standards, orders or regulations issued under the Clean Air Act (42 U.S.C. §7401 et seq.) or the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.)

resulting from any activity of the Contractor in connection with the performance of the Contract to FTA and to the appropriate U.S. EPA Regional Office. The Contractor shall be responsible for the disposal of hazardous materials, including, but not limited to, waste oil, grease, automatic transmission fluid, diesel fuel and detergents, in accordance with applicable Federal, State and local law and regulations.

**SECTION 57. COMPLIANCE WITH LAWS AND PERMITS**

The Contractor shall give all notices and comply with all existing and future Federal, State, and local laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these provisions of the Contract and in the other contract documents. If the Contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Contractor shall furnish to the RTC Project Manager certificates of compliance with all such laws, orders, and regulations.

**SECTION 58. CANCELLATION OF CONTRACT**

In any of the following cases, RTC shall have the right to cancel this Contract without expense to RTC: (1) the Contractor is guilty of misrepresentation; (2) this Contract was obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) this Contract conflicts with any statutory or constitutional provision of the State of Nevada or the United States. This Section shall not be construed to limit RTC's right to terminate this Contract for convenience or default, as provided in Sections 59 and 61, respectively.

**SECTION 59. TERMINATION FOR CONVENIENCE**

(a) In General. -- The performance of work under this Contract may be terminated by RTC in accordance with this Section whenever the RTC Governing Body determines, upon recommendation of the RTC General Manager, that such termination is in the best interest of RTC. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

(b) Actions Following Notice. -- Upon receipt of a notice of termination, and except as otherwise directed by the RTC Project Manager, the Contractor shall: (1) stop work under the Contract on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or Facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to RTC in the manner, at the times, and to the extent directed by the RTC Project Manager, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated; (5) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of RTC, to the extent the RTC Project Manager may require, which approval or ratification shall be final for all the purposes of this Section ; (6) transfer title to RTC and deliver in the manner, at the times, and to the extent, if any, directed by the RTC Project Manager, supplies, equipment, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and any information and other property which, if the Contract had been completed, would have been required to be furnished to RTC; (7) complete any such part of the work as shall not have been terminated by the notice of termination; and (8) take such action as may be necessary, or as the RTC Project

Manager may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which RTC has or may acquire an interest. Payments by RTC to the Contractor shall be made by the date of termination but not thereafter. Except as otherwise provided, settlement of claims by the Contractor under this Section shall be in accordance with the provisions set forth in 48 C.F.R. Part 49, as amended.

**SECTION 60.           TERMINATION BY MUTUAL AGREEMENT**

This Contract may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in Sections 59 and 61, respectively.

**SECTION 61.           TERMINATION FOR DEFAULT**

(a) In General. -- Subject to the provisions of subsection (c) of this Section, RTC may, by thirty (30)-day advance written notice of default to the Contractor, during which time the Contractor shall have the opportunity to cure the default in accordance with the provisions of subsection (c), terminate the Contract in any one of the following circumstances:

- (1) If the Contractor fails to provide the services in the manner required by this Contract or in accordance with the performance standards articulated herein;
- (2) If the Contractor fails to perform any of the provisions of this Contract in accordance with its terms; or
- (3) If the Contractor fails to make progress in the prosecution of the work under this Contract so as to endanger such performance.

(b) Procurement by RTC. -- In the event that RTC terminates this Contract in

whole or in part as provided in subsection (a) of this Section, RTC may procure, upon such terms and in such manner as the RTC General Manager may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to RTC for costs associated with the termination of this Contract, the procurement of replacement services by RTC, any excess costs of such similar supplies or services, and any increase in the total Contract cost or the hourly rate as a result of the reprourement of services from the date of termination to the expiration date of the original Contract. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section. Any disputes arising under this Section that cannot be resolved by the Contractor and RTC are subject to resolution pursuant to Section 38.

(c) Opportunity to Cure. -- The Contractor will be given the opportunity to cure any such default within thirty (30) day advanced written notice period, or such other longer period as the RTC General Manager, or his designee, may authorize in writing, after receipt of notice from RTC specifying the occurrence of such default.

(d) Claims. -- Except as otherwise provided, settlement of claims by the Contractor under this section shall be in accordance with the provisions set forth in 48 C.F.R. Part 49, as amended.

## SECTION 62.        **FORCE MAJEURE**

The Contractor shall not be liable for any failure to perform if convincing evidence has been submitted to RTC that failure to perform this Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God, civil disturbances, fire, war, or floods, but do not include labor-related incidents, such as strikes or work stoppages.

**SECTION 63.            REPLACEMENT SERVICES**

(a) **RTC Option.** – In the event that the Contractor is unable, due to a strike, work stoppage, or other event not caused by RTC and not covered by Section 62, to provide services in full compliance with the requirements for the Contract, the RTC may, in lieu of finding the Contractor in default, obtain the services of a replacement operator or provide the services with its own resources (collectively referred to as "replacement services"). RTC may utilize such replacement service as a substitute for all or any part of the Contractor's services, and may maintain such replacement services in effect until the Contractor is able to resume performance in full compliance with the Contract. Prior to implementing replacement services, RTC shall notify the Contractor in writing and provide the Contractor with three (3) days to cure its noncompliance.

(b) **Costs.** – If RTC utilizes replacement services under this Section, the Contractor shall be liable to RTC for the actual amount by which the cost of such services exceeds the amount that would have been payable under this Contract for comparable services, including any expenses (including internal administrative costs) incurred by RTC in soliciting and obtaining those services. In addition, the only compensation payable to the Contractor by RTC during any period in which replacement services are being provided shall be for any hours of service actually provided by the Contractor.

(c) **Default.** – Any actions taken by RTC pursuant to this section relating to the Contractor's failure to perform shall not preclude RTC from subsequently finding the Contractor in default for the same or any related failure to perform.

**SECTION 64.            LACK OF FUNDS CLAUSE**

(a) In General. -- The entering into of the Contract by RTC is subject to its receipt of local and Federal funds adequate to carry out the provisions of the Contract in full.

(b) Cancellation or Reductions. -- RTC may cancel or reduce the amount of service to be rendered if the RTC Project Manager determines that such action is in RTC's best interests, or that there will be a lack of funding available for the service. In such event, RTC will notify the Contractor in writing thirty (30) days in advance of the date such cancellation or reduction is to be effective. In the event of a termination under this subsection, Contractor's claims shall be dealt with in accordance with Section 59.

#### SECTION 65. WAIVER OF TERMS AND CONDITIONS

The failure of RTC or the Contractor to enforce one or more of the terms or conditions of this Contract or to exercise any of its rights or privileges, or the waiver by RTC of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

#### SECTION 66. INTERPRETATION, JURISDICTION, AND VENUE

All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Nevada. The Contractor hereby consents and submits to the jurisdiction of the appropriate courts of Nevada or of the United States having jurisdiction in Nevada for adjudication of any suit or cause of action arising under or in connection with the Contract documents, or the performance of such Contract, and agrees that any such suit or cause of action may be brought in any such court.



**SECTION 67.**

**SEVERABILITY**

In the event any provision of this Contract is declared or determined to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract and each provision of the Contract will be and is deemed to be separate and severable from each other provision.

**SECTION 68.**

**OFFICIAL RECEIPT**

Communications shall be considered received at the time actually received by the addressee or designated agent. Communications to RTC should be addressed to RTC Project Manager, as follows:

Susan S. Joseph  
RTC Project Manager  
Regional Transportation Commission  
600 S. Grand Central Parkway  
Las Vegas, Nevada 89106-4512

Communications to the Contractor shall be addressed as follows:

Susan Spry  
West Area Vice President  
Laidlaw Transit Services, Inc.  
15260 West Ventura Blvd., Suite 1050  
Sherman Oaks, CA 91403

Notices or communications related to Sections 36, 38, 41, 54, 57 and 59-64 shall also be address to:

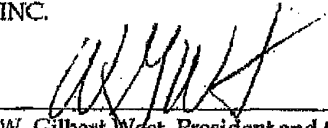
Linda Polling  
Senior Purchasing Analyst  
Regional Transportation Commission  
600 S. Grand Central Parkway  
Las Vegas, Nevada 89106-4512

Beverly Wyckoff  
Vice-President and General Counsel  
Laidlaw Transit Services, Inc.  
55 Shuman Blvd., Suite 400  
Naperville, IL 60053

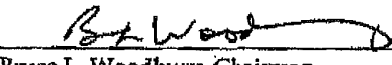
IN WITNESS WHEREOF, the parties have executed this Contract on the day and year

first above written.

LAIDLAW TRANSIT SERVICES,  
INC.

  
W. Gilbert West, President and CEO

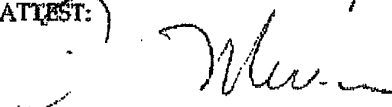
REGIONAL TRANSPORTATION  
COMMISSION OF SOUTHERN NEVADA

  
Bruce L. Woodbury, Chairman

APPROVED AS TO FORM:

  
Zev Karpas, General Counsel

ATTEST:

  
Toni Michener, Executive Assistant

## **SECOND AMENDMENT TO THE CONTRACT FOR SPECIALIZED SERVICES**

This second Amendment to the Contract for Specialized Services is made and entered into on September 10, 2009 by and between the Regional Transportation Commission of Southern Nevada (RTC) and First Transit, Inc. (Contractor), a corporation authorized to do business in the State of Nevada.

### **RECITALS**

WHEREAS, the RTC and the Contractor entered into a Contract for Operation and Maintenance of Specialized Services (Contract) on March 8, 2007, and entered into an amendment to the Contract December 11, 2008;

WHEREAS, the current economic circumstances facing the RTC, particularly the decline in sales tax revenues, have made it urgent for the RTC to find ways and means to reduce the costs of its specialized services system;

WHEREAS, to address this situation, the RTC and the Contractor have agreed to amend the Contract to make certain reductions in the base service hour rate billed by the Contractor and to approve exercising, through this Amendment, Option Period 1 (Two Years), as outlined in Sections 3 (b) and 4 (c) of the contract; and

WHEREAS, the Parties also desire to make certain technical and conforming changes to the Contract;

NOW, THEREFORE, in consideration of the above and mutual promises hereinafter set forth, the RTC and the Contractor have agreed as follows:

### **SECTION 1 TERM OF CONTRACT**

(a) Option Period 1. — The RTC and the Contractor agree to exercise the first 2-year option period which shall commence July 1, 2010 and end on June 30, 2012. This options period shall represent Contract Year 4 (July 1, 2010- June 30, 2011) and Contract Year 5 (July 1, 2011- June 30, 2012).

(b) Invoices and Payments. — The RTC agrees to pay the Contractor for Option

Period 1 the price stated in Section 3 of this Amendment.

## **SECTION 2 REDUCTION IN MONTHLY BASE CONTRACT COST**

(a) Revised Service Hour Rate. -- For Contract Year 3, beginning July 1, 2009, through six additional months of Contract Year 4 (December 31, 2010), the Contractor agrees that the amount of each monthly invoice submitted to the RTC under the Contract will be calculated on a revised base service hour rate equal to the service hour rate in effect in Contract Year 2. After the 18 month period, wherein the service hour rate has remained at the Contract Year 2 rate, the Contract Year 2 rate will be increased by 3% for the balance of Contract Year 4 (January 1, 2011 to June 30, 2011). The service hour rate in Contract Year 5 will revert to the original Contract rate for Contract Year 5 as stated in Section 4 (a) of the Contract.

(b) Suspension of Certain Requirements. -- In consideration for the base service hour reduction under Section 1(a) of the Amendment, the Contractor shall, for the period of such reduction, be relieved of certain program elements and requirements set forth in the Contract or in the Contractor's plans and programs, as follows:

- (1) **Administrative Staffing:** Remove the position of Recruiter and eliminate 1.5 full time equivalents Trip Editor Personnel by transferring responsibility for CATSTAR trip edit to the RTC.
- (2) **Sunset Maintenance Facility:** Eliminate the position of Terminal Manager and remove the costs associated with facility maintenance.
- (3) **Training Program:** Adjust the hours of Vehicle Operator training to 62 hours, as defined in Exhibit 1.
- (4) **Tool Allowance:** Reduce the amount of budgeted maintenance tool allowance by the sum of \$7,000.00 annually.
- (5) **Liquidated Damages:**
  - a. RTC will comply with Section 9 as set forth in the Contract, but agrees to only deduct assessments for liquidated damages from the Contractor's invoice after the assessment value for the Contract year has exceeded an amount of \$67,000.00 annually.

b. Section 9(c)(4)(B) of the Contract will reflect that Preventive Maintenance Inspections (PMI) are still required every 3,000 miles as per the stated Contractor's maintenance plan, but RTC will only assess vehicles where mileage exceeds 3,300 miles between PMI.

(c) Vehicle Replacement Adjustment -- If RTC is unable to meet its original vehicle replacement schedule as outlined in its Request for Proposal (RFP), a variable service hour rate adjustment will be applied to the service hour rate by vehicle series range. The adjusted service hour rate by vehicle series range will be:

<u>VEHICLE RANGE</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
1500-1592	\$53.71	\$53.72	No adjustment
1600-1614	\$53.64	\$53.66	No adjustment
1400-1450	No adjustment	\$53.70	No adjustment

(d) Reservation -- Nothing in this Section shall be construed as affecting the right of the RTC to include any of the suspended standards or requirements listed in subsection (b) into a future RFP for Specialized Services or into any future agreement with the Contractor or any other provider.

(e) Reversal of Cost Adjustments -- The Cost Adjustments outlined in subsection (b) will terminate in Year 5 of the Contract. Any early adjustment to the reduced base service hour rate defined in Section 2 (a) of the Amendment, due to improvements in the economic environment, shall be accompanied by the re-instatement, as appropriate, of the standards and requirements suspended under subsection (b).

### SECTION 3 REVISED COST OF SERVICE

(a) Rate of Compensation -- The rate of compensation schedule in Section 4(a) of the Contract is amended to read as follows:

#### CONTRACT YEAR 3 -- July 1, 2009 to June 30, 2010

<u>ASSUMED ANNUAL SERVICE HOURS</u>	<u>COST PER SERVICE HOUR</u>
527,771 to 579,806	\$53.19

**OPTION PERIOD 1 (TWO YEARS)**

<u>ASSUMED ANNUAL SERVICE HOURS</u>	<u>COST PER SERVICE HOUR</u>
<u>CONTRACT YEAR 4 –</u>	<u>July 1, 2010 to December 31, 2010</u>
558,815 to 613, 995	\$53.19
	<u>January 1, 2011 to June 30, 2011</u>
	\$54.79
<u>CONTRACT YEAR 5 –</u>	<u>July 1, 2011 to June 30, 2012</u>
592,651 to 651,186	\$56.79

(b) In the event that RTC activates into the Specialized Services fleet vehicles returned by the City of Las Vegas City Ride program, RTC agrees to open discussions on the service hour rate adjustment outlined in Section 1 (c) of this Amendment.

**SECTION 4 PROVISION OF TIRES**

(a) RTC has determined that it is in the public interest to transfer the responsibility for provision of tires to the Contractor. Section 22 (o) of the Contract shall be replaced in its entirety with the following language:

(o) **Tires** - Contractor shall supply vehicle manufacturer specified (or approved equal) tires for RTC-owned vehicles. Contractor shall comply with its tire supplier's tire control procedures.

(1) Re-treads or re-manufactured tires are not permitted. The Contractor will only use new tires.

(2) Abused, damaged or alignment-worn tires shall be identified and immediately changed by the Contractor.

(3) It shall be the responsibility of the Contractor to ensure that all wheels are properly maintained. Damaged rims shall be the responsibility of the Contractor.

(4) The Contractor shall also be responsible for maintaining the appearance of wheels. Both steel and aluminum wheels shall be polished on a regular basis.

As consideration of the additional expense transferred to the Contractor through subsection (a), an amount of 36 cents per service hour shall be added to the base service hour rate for each of the remaining years of the Contract, starting with Contract Year 3, including Option Period 1 (Two Years) and, if exercised by the RTC, Option Period 2 (Two Years).

## **SECTION 5      TECHNICAL CHANGES**

### **(a) First Transit Info-Manager Software and Support**

#### **a. Revise Section 2 (d) (6) to add**

(I) Contractor will supply RTC with access to and training in First Transit's Info-Manager software component for enhanced dispatching and reporting analysis for Trapeze Software.

#### **b. Revise Section 2 (d) (6) (G) to add,**

"Assure compliance with RTC's Internet Usage policy by Contractor employees who utilize RTC's directly-connected host computer system."

### **(b) Liquidated Damages -**

#### **a. Apply Exhibit 2 of the Amendment (Trip Edit Accuracy Standards) to Section 9 (c) (9) (B) of the Contract.**

#### **b. Add to Section 9 (c) a new subsection, described as follows:**

### **(13) Failure to Report a Vehicle Camera System Malfunction**

(A) For any Revenue Vehicle in which the RTC installed Camera System is not in working condition during or at the end of a Vehicle Operator's run and the Vehicle Operator does not provide a same day report of the malfunction to Contractor IT staff, the RTC will assess liquidated damages in the amount of \$250.00 for each occurrence.

(B) The Contractor IT staff will have 3 days in which to report the Camera system malfunction to the RTC. Failure to report the malfunction as prescribed will result in a liquidated damage of \$100.00 per day of non-compliance.

### **(c) Radio Dispatcher Training - Section 17 (b) shall be amended to add,**

(b) (8) First Transit Info-Manager dispatching and reporting analysis software.

(d) Customer Service Inquiry -- Section 17A will be added to the Contract.

**SECTION 17A      CUSTOMER SERVICE REPRESENTATIVES**

(a) In General. -- The Contractor shall employ personnel in sufficient numbers and with an adequate mix of skills to answer customer inquiries on ride status and to work with the Specialized Services reservation, scheduling and dispatch software. Customer Service Representatives (CSR) shall work closely with RTC Reservation Center personnel to satisfactorily resolve same day trip modifications, schedule same day trip requests, and shall provide prompt and accurate responses to trip inquiries of each day's scheduled passengers.

(b) Training. -- All CSR personnel are required to complete the Contractor's Training Program and shall also maintain ongoing training requirements for passenger inquiry staff. Training programs shall contain, at a minimum, the following components:

- (1) CATCOM radio communications and Specialized Services reservation, scheduling and dispatch software.
- (2) Local geography familiarization.
- (3) RTC rider and operations policies.
- (4) Customer courtesy and problem resolution.
- (5) ADA sensitivity and legal requirements
- (6) First Transit's Info-Manager software

(c) Drug and Alcohol Testing. -- All CSRs shall be subject to testing in accordance with the regulatory requirements referenced in Section 15(h) of the Contract

(e) Spare Ratio -- Revise the scheduling spare ratio in Section 22 (p) to 20%.

**SECTION 6      APPLICABILITY OF TERMS**

Except as otherwise specifically modified by the amendments made herein, all terms and conditions of the Contract shall continue in full force and effect and be binding on the parties as expressed in the time periods outlined in the Contract dated March 8, 2007.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be duly executed on September 10, 2009.



REGIONAL TRANSPORTATION COMMISSION  
OF SOUTHERN NEVADA

By: Lawrence L. Brown III  
Lawrence L. Brown III  
Chairman

Date: 9/10/09

Approved as to Form:

By: Zev Kaplan  
Zev Kaplan  
General Counsel

FIRST TRANSIT, INC.

By: Nick Promponas  
Nick Promponas  
Senior Vice President

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

Attest:

By: Lisa Magnusson  
Lisa Magnusson  
Executive Assistant

EXHIBITS

Exhibit 1- Vehicle Operator Training Hours

Exhibit 2- Trip Edit Accuracy Standards

**First Transit Second Amendment  
Exhibit 1**

<b>Classroom Training Hours</b>			
<b>Topic</b>	<b>First Transit Required Minimum</b>	<b>Las Vegas Current Time</b>	<b>Amended Training Time</b>
FT Introduction	0.50	1.00	0.50
IP & Risk Assessment	1.00	1.50	1.00
Substance Abuse	1.00	1.00	1.00
Basics of Safety	1.00	1.50	1.00
Defensive Driving/Smith System	4.00	5.00	4.00
Pre-Trip/DVI Process	0.50	1.00	0.50
Customer Service	1.00	4.00	4.00
ADA / Sensitivity	4.00	9.00	4.00
Workplace Violence/Harassment Prevention	0.00	2.00	1.00
Security Awareness	0.50	2.00	1.00
Emergency Procedures	1.00	2.00	1.00
Map Reading	2.00	2.50	2.00
Safe Work Methods	0.50	0	0.50
Hazardous Communication	0.50	2.00	0.50
Required Paperwork	0.00	2.00	2.00
MDT/Radio Communication	0.50	4.00	3.50
Code of Conduct	0.00	0.50	0.50
	<b>Total Hours: 18</b>	<b>Total Hours: 41</b>	<b>Total Hours: 28</b>
<b>Behind the Wheel Training Hours</b>			
Closed Course/Skills	8.00	6.00	8.00
Road Training Day 1	6.00	9.00	7.00
Road Training Day 2	6.00	9.00	7.00
	<b>Total Hours: 20</b>	<b>Total Hours: 24</b>	<b>Total Hours: 22</b>
<b>Cadet Training Hours</b>			
In Service/Cadet Training Day 1	4.00	10	6
In Service/Cadet Training Day 2	0.00	10	6
	<b>Total Hours: 4</b>	<b>Total Hours: 20</b>	<b>Total Hours: 12</b>
	<b>Total Training Hours: 42</b>	<b>Total Training Hours: 85</b>	<b>Total Training Hours: 62</b>

RTC000128

00A16-00116

**First Transit Second Amendment  
Exhibit 2  
Trip Edit Accuracy Standards**

The categories and accuracy rates are listed in the table below:

Category	Description	Accuracy Rate
Vehicle Assignment	The correct vehicle is assigned to the run. A missing vehicle number or incorrect vehicle number would count as an error.	95%
Arrive / Depart Times	The Actual Arrive and Actual Depart times must match the times recorded on the manifest. Missing or incorrect times will count as an error.	99%
Odometer Readings	The odometer field must match the odometer reading recorded on the manifest. Missing or incorrect odometer values will count as an error.	99%
Passenger Counts	The number of passengers loaded must match what is recorded on the manifest. For example, if the manifest lists a Client and a PCA at a pickup but only the Client boards the vehicle, the PCA must be removed from trip itinerary to match what is recorded. Incorrect passenger counts will result in an error.	98%
Trip Status (P / NS / CD / NM)	The trip must reflect the correct scheduling status as recorded on the manifest. For NS and CD trips where the driver arrived outside the on-time window, the trip must be marked as a Missed Trip (NM). A trip that is marked incorrectly or is missing their scheduling status will result in an error.	98%
Fare Errors	Trip Edit staff are responsible for inputting the Fare Collected and changing Fare Types when operator notes such on the manifest. Each trip will be checked to insure the fare type for each passenger and fare collected are recorded correctly. Incorrect or missing information will result in an error. If multiple errors occur on a single trip, only one error will be counted for the trip.	98%

RTC000129

00A16-00117

**THIRD AMENDMENT TO THE CONTRACT FOR  
SPECIALIZED SERVICES**

This third Amendment to the Contract for Specialized Services is made and entered into on July 14, 2011 by and between the Regional Transportation Commission of Southern Nevada (RTC) and First Transit, Inc. (Contractor), a corporation authorized to do business in the State of Nevada.

**RECITALS**

WHEREAS, the RTC and the Contractor entered into a Contract for Operation and Maintenance of Specialized Services (Contract) on March 8, 2007, and entered into amendments to the Contract dated December 11, 2008 and September 10, 2009;

WHEREAS, the current economic circumstances facing the RTC, have made it urgent for the RTC to find ways and means to reduce the costs of its specialized services system;

WHEREAS, to address this situation, the RTC and the Contractor have agreed to amend the Contract to make certain reductions in the base service hour rate billed by the Contractor; and

WHEREAS, the Parties also desire to make certain technical and conforming changes to the Contract:

NOW, THEREFORE, in consideration of the above and mutual promises hereinafter set forth, the RTC and the Contractor have agreed as follows:

**SECTION 1 TERM OF CONTRACT**

(a) Invoices and Payments. - The RTC agrees to pay the Contractor for Option Period 1 Contract Year 5 the price stated in Section 3 of this Amendment.

**SECTION 2 REDUCTION IN MONTHLY CONTRACT COST**

(a) Revised Service Hour Rate. - For Contract Year 5, beginning July 1, 2011, through June 30, 2012, the Contractor agrees that the amount of each monthly invoice submitted to the RTC under the Contract will be calculated on a revised service hour rate.

(b) Suspension of Certain Requirements. -- In consideration for the service hour rate reduction under Section 1(a) of the Amendment, the Contractor shall, for the period of such reduction, be relieved of certain program elements and requirements set forth in the Contract or in the Contractor's plans and programs, as follows:

- (1) **Administrative and Operations Staffing:** Remove the position of Recruiter and assign one Road Supervisor position to a newly created Operations Supervisor position.
- (2) **Sunset Maintenance Facility:** Eliminate the position of Terminal Manager and remove the costs associated with facility maintenance.
- (3) **Training Program:** Adjust the hours of Vehicle Operator training to 62 hours, as defined in the Second Amendment dated September 10, 2009.
- (4) **Tool Allowance:** Reduce the amount of budgeted maintenance tool allowance by the sum of \$7,000.00 annually.
- (5) **Liquidated Damages:**
  - a. RTC will comply with Section 9 as set forth in the Contract, but agrees to only deduct assessments for liquidated damages from the Contractor's invoice after the assessment value for the Contract year has exceeded an amount of \$67,000.00 annually in all categories except Section 9 (c)(4) (B). All valid liquidated damages for Preventive Maintenance Inspections (PMI) will be assessed and do not count towards the exception assessment value.
  - b. Section 9(c)(4)(B) of the Contract will reflect that Preventive Maintenance Inspections (PMI) are still required every 3,000 miles as per the stated Contractor's maintenance plan, but RTC will only assess vehicles where mileage exceeds 3,300 miles between PMI.

(c) Reservation -- Nothing in this Section shall be construed as affecting the right of the RTC to include any of the suspended standards or requirements listed in subsection (b) into a future RFP for Specialized Services or into any future agreement with the Contractor or any other provider.

### **SECTION 3 REVISED COST OF SERVICE**

(a) Rate of Compensation -- The rate of compensation schedule in Section 4(a) of the Contract is amended to read as follows:

OPTION PERIOD 1 (TWO YEARS)

ASSUMED ANNUAL SERVICE HOURS

COST PER SERVICE HOUR

CONTRACT YEAR 5 -

July 1, 2011 to June 30, 2012

600,000 to 651,186

\$55.79

**SECTION 4 CONTINUATION OF SECOND AMENDMENT**

(a) Section 4 PROVISION OF TIRES and Section 5 TECHNICAL CHANGES of the Second Amendment dated September 10, 2009 will remain in effect through the active contract period as outlined in Section 3 TERM OF CONTRACT of the original contract dated March 8, 2007.

**SECTION 5 APPLICABILITY OF TERMS**

Except as otherwise specifically modified by the amendments made herein, all terms and conditions of the Contract shall continue in full force and effect and be binding on the parties as expressed in the time periods outlined in the Contract dated March 8, 2007.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be duly executed on July 14, 2011.

REGIONAL TRANSPORTATION COMMISSION  
OF SOUTHERN NEVADA

By: \_\_\_\_\_  
Lawrence L. Brown III  
Chairman

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

Approved as to Form:

By: \_\_\_\_\_  
Zev Kaplan  
General Counsel

008-06 Amendment 3 Page 3

FIRST TRANSIT, INC.

By: \_\_\_\_\_  
Nick Promponas  
Senior Vice President

Date: 7/1/11

Attest:

By: \_\_\_\_\_  
Jecia Hutchinson  
Executive Assistant

RTC000132

00A16-00120

## **JOINT TRIAL EXHIBIT A18**





KEEP HEAD, HANDS, &  
FEET INSIDE VEHICLE



**NO STANDING  
WHILE VEHICLE IS  
IN MOTION**

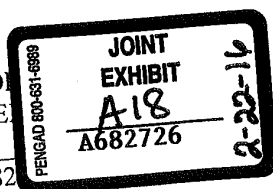
**1790**

Bus sign 00001

00A18-00001



MARKED FOR  
PROPOSED E  
# A18  
Case No. A682



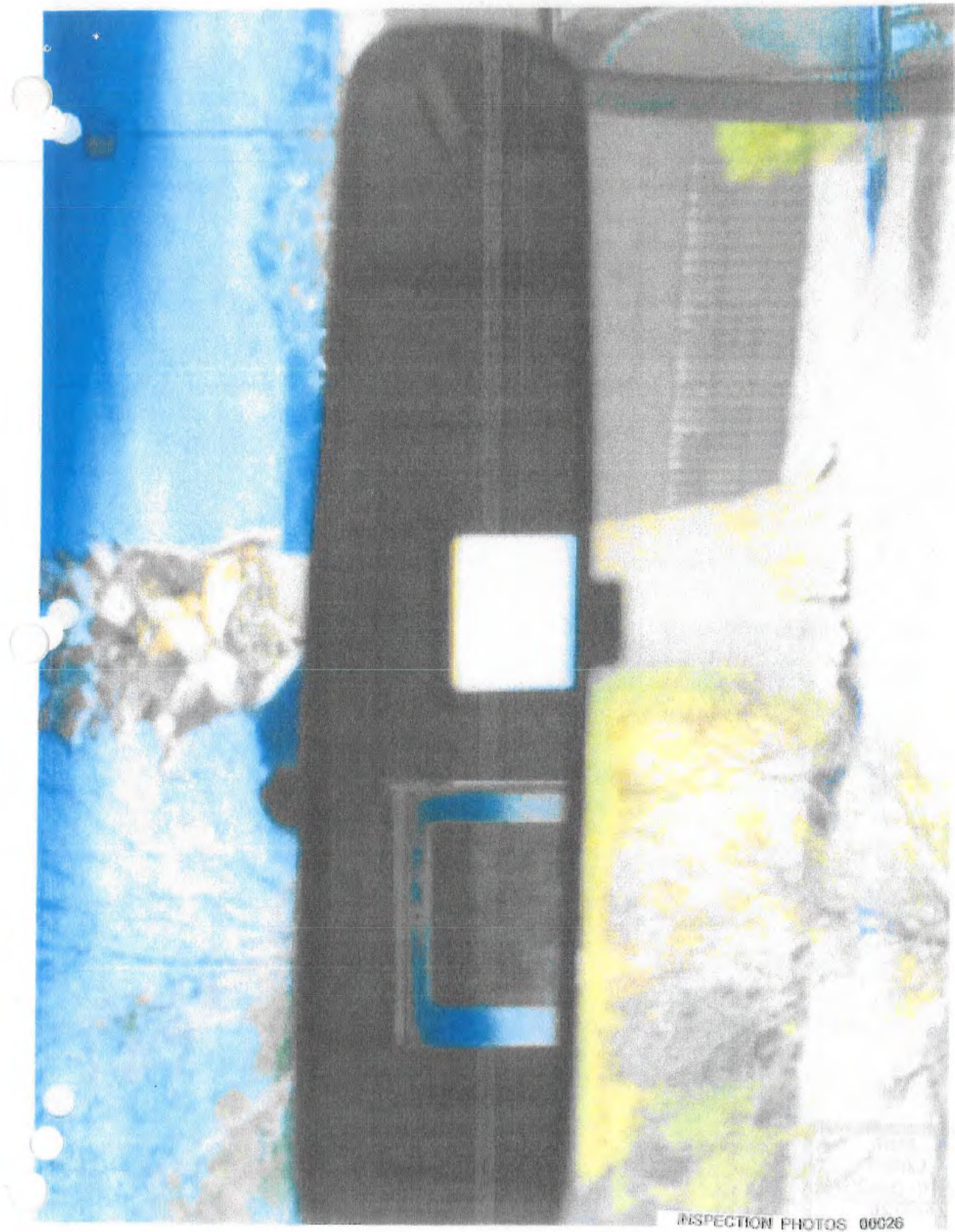
## **JOINT TRIAL EXHIBIT A19**



00A19-00004







INSPECTION PHOTOS 00026

00A19-00026



## **CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **RESPONDENTS' APPENDIX, VOLUME 3**, was filed electronically with the Nevada Supreme Court on the 21st day of February, 2018. Electronic Service of the foregoing document shall be made in accordance with the Master Service List as follows:

Joel D. Henriod, Esq.  
Daniel F. Polsenberg, Esq.  
LeAnn Sanders, Esq.  
Benjamin P. Cloward, Esq.

I further certify that I served an electronic copy of this document on disk by mailing a true and correct copy thereof, postage prepaid, addressed to:

Charles H. Allen, Esq.  
Charles Allen Law Firm  
950 E. Paces Ferry Road  
NE Suite 1625  
Atlanta, Georgia 30326

/s/ Leah Dell  
Leah Dell, an employee of  
Marquis Aurbach Coffing

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

FIRST TRANSIT, INC.; and JAY  
FARRALES,

Appellants,

vs.

JACK CHERNIKOFF; and ELAINE  
CHERNIKOFF,

Respondents.

Case No.: 70164

Electronically Filed  
Feb 22 2018 11:40 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

Appeal from the Eighth Judicial District  
Court, the Honorable Stefany Miley  
Presiding

**RESPONDENTS' APPENDIX**  
**(Volume 3, Bates Nos. 446–691)**

**Richard Harris Law Firm**

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callen@charlesallenlawfirm.com

*Attorneys for Respondents, Jack Chernikoff and Elaine Chernikoff*



## **INDEX TO RESPONDENTS' APPENDIX**

<b>DOCUMENT DESCRIPTION</b>		<b>LOCATION</b>
Motion to Dismiss the Estate of Harvey Chernikoff (filed 02/20/14)		Volume 1, Bates Nos. 1–9
<b>Exhibits to Motion to Dismiss the Estate of Harvey Chernikoff</b>		
Exhibit No.	Document Description	
A	Complaint (filed 05/31/13)	Volume 1, Bates Nos. 2–24
B	Defendants First Transit, Inc., Laidlaw Transit Services, Inc., d/b/a First Transit and Jay Farrales' Answer to Plaintiffs' Complaint (filed 06/27/13)	Volume 1, Bates Nos. 25–35
C	Plaintiff Jack Chernikoff, as Personal Representative of the Estate of Harvey Chernikoff Responses to Defendants' First Set of Request for Production of Documents (dated 09/24/13)	Volume 1, Bates Nos. 36–50
D	October 2, 2013 Letter from LeAnn Sanders to Ben Cloward Regarding Discovery Responses	Volume 1, Bates Nos. 51–54
E	November 14, 2013 Response Letter from Ben Cloward to LeAnn Sanders	Volume 1, Bates Nos. 55–57
F	January 7, 2014 Letter from LeAnn Sanders to Ben Cloward Regarding Dismissal of Claims	Volume 1, Bates Nos. 58–60
G	January 16, 2014 Letter from Ben Cloward to LeAnn Sanders with Letters of Special Administration	Volume 1, Bates Nos. 61–65
Notice of Entry of Stipulation and Order Dismissing the Estate of Harvey Chernikoff with Order (filed 04/04/14)		Volume 1, Bates Nos. 66–72

<b>DOCUMENT DESCRIPTION</b>		<b>LOCATION</b>
Plaintiffs' Renewed Objection to Evidence Mentioning Plaintiffs' Non-Testifying Experts, Dr. Carl Berkowitz or Ned Einstein (filed 02/24/16)		Volume 1, Bates Nos. 73–81
<b>Exhibits to Plaintiffs' Renewed Objection to Evidence Mentioning Plaintiff's Non-Testifying Experts, Dr. Carl Berkowitz or Ned Einstein</b>		
Exhibit No.	Document Description	
1	Defendants Jay Farrales and First Transit, Inc.'s Initial Expert Witness Disclosure Statement (filed 06/27/14)	Volume 1, Bates Nos. 82–111
2	Defendants Jay Farrales and First Transit, Inc.'s Rebuttal Expert Witness Disclosure Statement (served 07/28/14)	Volume 1, Bates Nos. 112–126
3	Defendants Jay Farrales and First Transit, Inc.'s Rebuttal Expert Witness Disclosure Statement (served 07/28/14)	Volume 1, Bates Nos. 127–141
Clerk's Exhibit List		Volume 1, Bates Nos. 142–152
<b>Joint Trial Exhibits</b>		
Exhibit No.	Document Description	
A1	Operator Incident Report	Volume 1, Bates Nos. 153–154
A3	Records from Clark County Coroner	Volume 1, Bates Nos. 155–176
A5	Records from Clark County Fire Department	Volume 1, Bates Nos. 177–180
A6	RTC Paratransit Guide	Volume 1, Bates Nos. 181–193

<b>DOCUMENT DESCRIPTION</b>		<b>LOCATION</b>
<b>Joint Trial Exhibits (cont.)</b>		
Exhibit No.	Document Description	
A7	First Transit Las Vegas Operator Training Requirements	Volume 1, Bates Nos. 194–197
A8	First Transit Las Vegas Operator Minimum Training Requirements	Volume 1, Bates Nos. 198–199
A9	First Transit Las Vegas Operator Collective Bargaining Agreement	Volume 1, Bates Nos. 200–250
A10	Jay Farrales’ Personnel File	Volume 2, Bates Nos. 251–383
A11	Jay Farrales’ Medical Examination Reports for Commercial Driver Fitness Determination	Volume 2, Bates Nos. 384–393
A12	Jay Farrales’ Application for Employment with Laidlaw	Volume 2, Bates Nos. 394–410
A13	Supplement to Jay Farrales’ Personnel File	Volume 2, Bates Nos. 411–445
A14	Documentation Regarding Jay Farrales’ Safety Classes and Tests	Volume 3, Bates Nos. 446–556
A15	Driver Manifest for Bus 1790 on July 29, 2011	Volume 3, Bates Nos. 557–562
A16	Contract Between RTC of Southern Nevada and Laidlaw Transit Services Inc. (dated 02/08/07)	Volume 3, Bates Nos. 563–683
A18	Photograph of Signage on Bus	Volume 3, Bates Nos. 684–686
A19	Bus Inspection Photos (00004) and (00026)	Volume 3, Bates Nos. 687–691

<b>DOCUMENT DESCRIPTION</b>		<b>LOCATION</b>
<b>Plaintiffs' Trial Exhibits</b>		
Exhibit No.	Document Description	
2	2010 First Transit Employee Handbook	Volume 4, Bates Nos. 692–773
3	Page 00009 Only of LVMPD's Incident Report: Voluntary Statement	Volume 4, Bates Nos. 774–776
7	14 Color Photographs of Harvey Chernikoff's Life	Volume 4, Bates Nos. 777–792
9	Page 00051 Only from Jay Farrales' Personnel File	Volume 4, Bates Nos. 793–795
13	Photos of Decedent	Volume 4, Bates Nos. 796–801
<b>Defendants' Trial Exhibit</b>		
Exhibit No.	Document Description	
F	Excerpted Pages from Harvey Chernikoff's Medical Records from Gautham Reddy M.D. (admitted 02/24/16)  F00011–F0014; F00015–F00020; F00025–F00027; F00044–F00045; and F00081	Volume 4, Bates Nos. 802–834
<b>Court's Trial Exhibit</b>		
Exhibit No.	Document Description	
1	Plaintiffs' Power Point Presentation	Volume 5, Bates Nos. 835–949
2	Juror Question from Juror #8 (not asked)	Volume 5, Bates Nos. 950–951
3	Juror Question from Juror #4 (asked and answered)	Volume 5, Bates Nos. 952–953

<b>DOCUMENT DESCRIPTION</b>		<b>LOCATION</b>
<b>Court's Trial Exhibit (cont.)</b>		
Exhibit No.	Document Description	
4	Juror Question from Juror #8 (asked and answered)	Volume 5, Bates Nos. 954–955
5	Juror Question from Juror #8 (asked and answered)	Volume 5, Bates Nos. 956–957
6	Defendants' Power Point Presentation	Volume 5, Bates Nos. 958–966
7	Juror Question from Juror #4 (not asked)	Volume 5, Bates Nos. 967–968
8	Juror Question from Juror #4 (not asked)	Volume 5, Bates Nos. 969–970
9	Juror Question from Juror #4 (not asked)	Volume 5, Bates Nos. 971–972
10	Juror Question from Juror #8 (not asked)	Volume 5, Bates Nos. 973–974
11	Juror Question from Juror #8 (asked and answered)	Volume 5, Bates Nos. 975–976
12	Juror Question from Juror #4 (asked and answered)	Volume 5, Bates Nos. 977–978
13	Juror Question from Juror #10 (asked and answered)	Volume 5, Bates Nos. 979–980
14	Juror Question from Juror #8 (asked and answered)	Volume 5, Bates Nos. 981–982
15	Juror Question from Juror #8 (asked and answered)	Volume 5, Bates Nos. 983–984
16	Juror Question from Juror #4 (asked and answered)	Volume 5, Bates Nos. 985–986

<b>DOCUMENT DESCRIPTION</b>		<b>LOCATION</b>
<b>Court's Trial Exhibit (cont.)</b>		
Exhibit No.	Document Description	
17	Juror Question from Juror #3 (asked and answered)	Volume 5, Bates Nos. 987–988
18	Juror Question from Juror #4 (asked and answered)	Volume 5, Bates Nos. 989–990
19	Juror Question from Juror #10 (asked and answered)	Volume 5, Bates Nos. 991–992
20	Plaintiffs' Proposed Instruction-Not Given	Volume 5, Bates Nos. 993–994
21	Plaintiffs' Closing Argument Power Point	Volume 5, Bates Nos. 995–1027
22	Defendants' Closing Argument Power Point	Volume 5, Bates Nos. 1028–1053
Docket of Case No. A-13-682726-C		Volume 5, Bates Nos. 1054–1066

## **JOINT TRIAL EXHIBIT A14**

FARRALES SAFETY 00001

00Q-00001

00A14-00001



FARRALES SAFETY 00002

000-00002

00A14-00002

# MANIFEST/MDT TEST

Way Farrales

1. What times should be exactly the same on your manifest?

- ☒ a. Depot Out and Depart Time
- b. Arrival (end run) and Depot In
- c. Clock In and Depot In
- ☒ d. Both A and B
- e. All of the above

2. What do you mark in the OB box when the client rides the bus?

3. What do you mark in the OB box when the client does not ride the bus?

4. Can you transport a PCA or a Companion if the Client does not ride the bus?

- a. Yes
- ☒ b. No

5. Can you transport a Client if a PCA or a Companion does not ride the bus?

- ☒ a. Yes
- b. No

6. What is the step by step procedure that you follow with the MDT if an additional passenger (companion, PCA, child, etc.) does not ride the bus?

PUSH ARM VE. IMP. PERSON NEXT & ZERO OUT  
G° BLUE (PERFORM) & ENTER IN THE  
ENTER

7. If you manifest states that a client is supposed to pay \$0.00, what box do you mark (ex: RR, NS, MP, etc)? Do you give the client a No Pay Coupon?

NON NO

8. What color ink are you supposed to be using on your manifest?

BLUE

9. How long do you wait for a Client before you can mark him/her a No Show? What is the proper step by step procedure that you follow when you have a No Show?

5 minutes (Call the dispatch)  
Knock on the door leave door hanger  
go back to the bus, no show MDT  
& after 5 minute and leave.

FARRALES SAFETY 00003

00Q-00003

00A14-00003

FARRALES SAFETY 00004

00Q-00004

00A14-00004

10. If a Client pays you with a monthly pass (or a supplemental ☐) , does that cover the cost of a shopping cart? Does it cover the cost of a Companion?  
No No

11. Explain the difference between a Cancel at the Door and a No Show.

~~REFERS~~ STATUS OF THE CLIENT

12. If you are scheduled to pick up a Client and someone at the pick up location states that the Client is not there, is that a no show or a cancel at the door?  
No Show

13. When you have multiple passengers at the same pick up or drop off location, explain how to use the MDT for each passenger.

PUSH ARRIVE BUTTON FOR EACH CLIENT AT THE TIME  
+ PERFORM FOR EACH CLIENT BEFORE  
DEPARTURE

14. When the Client pays with a punch card or a monthly pass, what do you do on the MDT?

~~NO~~ (ARRIVE) change 1 to 3 ENTER ~~1~~ ~~2~~ ~~3~~

15. When a Client does not pay his/her fare, what do you do on the MDT?

~~ZERO OUT FARE~~ change 1 to 3  
wait & enter

16. How far can you travel from your last drop off location to take your lunch break? Can you go home?  
1 mile - No

FARRALES SAFETY 00005

000-00005

00A14-00005

FARRALES SAFETY 00006

00Q-00006

00A14-00006

17. Can you begin traveling to your next pick up location while you are still on your lunch break?

NO - (YES BUT MAKE SURE)  
(CALL DISPATCH)

18. What do you put in the fare collected space for each client that you pick up?

- a. the amount of money you were supposed to collect
- ☒ b. the amount of money that the client paid you
- c. the word 'cash'
- d. the word 'paid'

19. What amount goes in the Farebox Revenue space on your reconciliation sheet?

TOTAL AMOUNT OF MONEY YOU COLLECTED

20. If the Client is supposed to pay you \$2.50 and he/she only pays you \$1.00, how do you handle the situation? What do you do on the MDT? What box do you mark on the manifest?

NO PAY TICKET/RECEIPT \$1.50  
NP BOX

21. What is a 10-99? What should your manifest look like for this particular pick up?

MISSED TRIP / MARK 10-99  
BOX

22. How early can you arrive at a pick up locations?

5 minutes before your estimated time

23. How late can you arrive at a pick up location?

25 minute after negotiated time

24. What is the best time for you to arrive at a pick up location?

Estimated time

25. Explain, in full detail, the 30 minute window of service. Please include why it is provided.

5 minute before estimated time to 25 minutes after negotiated time. Provided for drivers

FARRALES SAFETY 00007

00Q-00007

00A14-00007

FARRALES SAFETY 00008

00Q-00008

00A14-00008

# SAFETY QUIZ

○ VAY FARRALES

(Choose only one response.)

1. There are approximately how many vehicle-train collisions each year. a) 500 b) 1000 c) 3000 **(d) 5000**
2. There are approximately how many fatalities in vehicle-train collisions each year. a) 200 b) 400 **(c) 600** d) 800
3. Most vehicle-train collisions occur when.  
a) At night.  
**(b) Within 25 miles from home.**  
c) In rural areas.  
d) Within 100 miles from home.
4. It takes a freight train going 50 mph over a mile and a half to stop. This is equal to how many football fields.  
a) 2 b) 12 c) 18 **(d) 25**
5. How do you determine if you have enough room for your bus to cross the tracks if there is a stop sign or traffic signal following the crossing:  
a) There's always room following the crossing.  
b) Get out of the bus and measure.  
**(c) Gauge if your bus can fit. If not, wait before crossing.**  
d) Trains rarely show up.
6. You may misjudge the amount of time you have to cross the track safely because:  
a) You misjudge the distance of the train's warning whistles.  
b) Trains change speeds unexpectedly.  
**(c) Optical illusions fool the eye in judging the distance and speed of the train.**

## True or False

7. F As a transit bus approaching a grade crossing, you always have the right of way.
8. T A crossbuck sign is the most common warning device at a grade crossing.
9. T A stop sign at a grade crossing means the same as a stop sign at a regular intersection.
10. F The number posted below a crossbuck sign shows how many trains cross there.
11. T Lowered gates and flashing lights mean a train is approaching, and you must stop.
12. F Over a single straight track with no obstructions, you can proceed without stopping or slowing your bus.
13. T If there is more than one set of tracks, and the gates remain down, it is not a malfunction, it means a second train is approaching from another direction.
14. F If your bus stalls on a track, as long as there is no train in sight, keep trying to start it with the passengers on board.
15. F If the gates begin to descend, you still have time to get your bus through them.
16. F A train can stop if it has enough time to see a vehicle stalled on the tracks.
17. T You should stop at least 15 feet and not more than 50 feet from the nearest rail at the crossing.
18. F If you have no passengers, you don't have to stop at railroad crossings.
19. F If signals are malfunctioning, ignore them and proceed across the tracks.
20. T Absolutely every collision with any vehicle and a train is preventable.

FARRALES SAFETY 00009

00Q-00009

00A14-00009



FARRALES SAFETY 00010

00Q-00010

00A14-00010

JAY R. FARRALES

6/12/04



### TRANSMAN'S POP QUIZ NUMBER 1

Read each question carefully and mark an "X" on the line next to the correct answer.

- 1) When your bus makes a turn, centrifugal force pulls the bus, and everything in it, to the outside of the curve.

☒ True

☐ False

- 2) Speed, slippery road conditions and the weight of your bus all make an impact on how centrifugal force affects your bus.

☒ True

☐ False

- 3) Since the force of kinetic energy depends on your bus's weight and the speed you are traveling, the faster you go, the greater your bus' kinetic energy.

☒ True

☐ False

- 4) Inertia is how much your bus resists any change in the direction it's travelling.

☒ True

☐ False

- 5) In terms of driving a bus, friction and traction are the same thing.

☒ True

☒ False

FARRALES SAFETY 00011

00Q-00011

00A14-00011

The directions haven't changed. But, I am glad you're reading them again.  
Read each question carefully, and mark an "X" on the line next to the correct answer.

- 6 Gravity and friction are both affected by tire tread wear, tire pressure, your bus' weight and speed, and weather conditions.

☒ True

☐ False

- 7) If you are going too fast around a turn, the centrifugal force may cause your bus to flip over.

☒ True

☐ False

- 8) If you brake before you turn you have less inertia than if you brake during a turn.

☒ True

☐ False

- 9) The more kinetic energy your bus has, the more it will resist any change in its motion.

☒ True

☐ False

- 10) Kinetic energy makes centrifugal force worse.

☒ True

☐ False

FARRALES SAFETY 00012

000-00012

00A14-00012

I sincerely hope you've caught on by now.

Read each question carefully and mark an "X" on the line next to the correct answer.

- 6) If your bus is traveling at 30 miles per hour, it takes you nearly 50 feet to come to a full stop.  
☒ True  
☐ False
- 7) Perception distance is how far your bus travels while you decide to stop.  
☒ True  
☐ False
- 8) Hard or fast braking can cause you to skid.  
☒ True  
☐ False
- 9) ABS braking systems were designed to reduce the chance of skidding.  
☒ True  
☐ False
- 10) Your following distance should allow you plenty of room to brake smoothly and safely.  
☒ True  
☐ False

The quiz is over. Don't keep turning the page over and over. There aren't any more questions. You don't have to keep reading this.

Are you still reading? Didn't I tell you the quiz was over?

Boyl Some people just can't seem to take a hint. The quiz is over. You're done. Just take a break. Done.

FARRALES SAFETY 00013

000-00013

00A14-00013

## TRANSITIAN 3-POP QUIZ NUMBER 2

This is exactly like the first quiz, only it's the second quiz and it has different questions. Read each question carefully and mark an "X" on the line next to the correct answer.

- 1) Basic physics is important to you because it affects you every single time you accelerate and stop your bus.  
☒ True  
☐ False
- 2) Inertia makes everything pull to the back of the bus when you take off. It also makes everything pull toward the front of the bus when you brake.  
☒ True  
☐ False
- 3) A gentle, gradual acceleration reduces wear and tear on your engine and gives your passengers a more comfortable ride.  
☒ True  
☐ False
- 4) If you are going 50 miles per hour, your bus travels 55 feet in the time it takes you to remove your foot from the accelerator pedal and begin to apply the brakes.  
☒ True  
☐ False
- 5) If you start to skid, you should turn your steering wheel in the direction of the skid and take your foot off the accelerator.  
☒ True  
☐ False

FARRALES SAFETY 00014

000-00014

00A14-00014

Good JAYR & AKKALLES

**ASSISTANCE GUIDELINES FOR ELDERLY &  
DISABLED PASSENGERS  
EMPATHY TRAINING**

**FINAL TEST**

Please check the following statements as "True" or "False"

TRUE FALSE

☒ ☐

People with mobility impairments often need more time to get around than other people do.

☒ ☐

It is all right to ask a person in a wheelchair if he or she needs help.

☐ ☒

Feel free to lean on a person's wheelchair or to hang your coat on the handle without asking permission first.

☒ ☐

People using canes or other mobility devices may need extra time to be seated before the vehicle is moved.

☐ ☒

All people who have had strokes have exactly the same kind and level of disability.

☒ ☐

Many people with mental retardation are able to use public transportation on their own.

☐ ☒

People with mental retardation are able to use public transportation on their own.

☒ ☐

Autism often affects a person's ability to communicate through talking.

☐ ☒

Visually impaired people will be able to understand you better if you talk to them very loudly.

☒ ☐

Do not pet or distract a dog guide without the owner's permission.

FARRALES SAFETY 00015

000-00015

00A14-00015

FARRALES SAFETY 00016

00Q-00016

00A14-00016

JAY RO FARRALES

2

**Mobility Device Written Test**  
(Trainee must achieve a score of 30 or more to pass)

1. Communication enables us to obtain INFORMATION to assist the passenger without violating independence.
2. When transporting passengers in mobility devices, you should speak directly to:
  - a) The Passenger
  - b) The Caregiver
  - c) Dispatch
3. One of the objectives for mobility device training is to "provide sensitivity training" for all Vehicle Operators who transport passengers using mobility devices.

T or F
4. One of the objectives for mobility device training is to "provide sensitivity training" for all Vehicle Operators who transport passengers using mobility devices.

T or F
5. Is one of the Vehicle Operator's responsibility or Laidlaw's to ensure all necessary steps are taken to ensure passenger safety?
  - a) Vehicle Operator's responsibility
  - b) Laidlaw's responsibility
  - c) Both
  - d) Neither
6. Is there any room for creativity on a Vehicle Operators part when it comes to maneuvering and transporting a mobility device?

Y or N
7. The focus of the Americans with Disabilities Act is safety and not individual freedom.

T or F
8. When faced with a passenger who refuses to comply with safety procedures the Vehicle Operator should:
  - a) Go ahead and give the passenger a ride to prevent further incident.
  - b) Radio dispatch for supervisor instructions.
  - c) Refuse the passenger a ride and leave.

FARRALES SAFETY 00017

000-00017

00A14-00017



9. Why is it important for trainees to experience what it is like to be transported in a mobility device?

- ☒ a) To better understand the passengers point of view.
- b) To learn how to maneuver a wheelchair.
- c) For the fun of it.

10. Communication with passengers in mobility devices is important so they understand your actions and intentions with them and their wheelchair.

☒ T or F

11. The wheelchair is an extension of a disabled persons "body" and a Vehicle Operator should ask permission before touching it.

---

☒ T or F

12. Engaging in a conversation with a passenger in a mobility device to and from the vehicle is important because you want:

- a) To see if they won the lotto.
- b) To see if they watched your favorite Soap Opera.
- ☒ c) So you can gather important passenger information to better assist you in providing them with safe transportation.

13. Communication before taking action reduces the potential for MISINTERPRETATION

14. When selecting a path for maneuvering a wheelchair, avoid surfaces that are rough, soft, wet, slippery or dirty.

---

☒ T or F

15. When moving wheelchairs up or down curbs, use \_\_\_\_\_ strength.

- ☒ a) Leg
- b) Back
- c) Arm

16. Before maneuvering up or down a curb, you must first?

- a) Notify the passenger.
- ☒ b) Look for an alternative route.
- c) Check for traffic.

FARRALES SAFETY 00018

000-00018

00A14-00018

17. Lap restraints must be used:

- a) From the time we take control of the wheelchair until the time we relinquish control of the wheelchair.
- ☒ b) When riding on the lift.
- c) When on-board the vehicle.

18. When securing a lap restraint on a passenger it is not necessary to first notify the passenger.

T or ☒ F

19. It is the responsibility of the passenger to ensure the lap restraint is secured properly.

T or ☒ F

20. You should be directly in front of the wheelchair when trying to maneuver it.

T or ☒ F

21. When securing a mobility device, the straps should be secured to the chair:

- ☒ a) As high as practical.
- ☒ b) As low as practical.
- c) Through the wheel spokes.

22. Passengers may not transfer out of their mobility device unless they can do so without assistance from the Vehicle Operator.

☒ T or F

23. Empty mobility devices do not need to be secured.

T or ☒ F

24. Which direction should ambulatory passengers face when riding the lift?

- ☒ a) Front of the Vehicle
- b) Back of the Vehicle
- c) Away from the Vehicle

25. Passengers in mobility devices being loaded onto a wheelchair lift should face away from the vehicle.

☒ T or F

FARRALES SAFETY 00019

00Q-00019

00A14-00019

FARRALES SAFETY 00020

00Q-00020

00A14-00020

Units 1&2 Quiz

This quiz is designed to discover whether the material on basic passenger relations has been covered adequately.

Fill in the blanks or circle the letter next to the one correct answer. Do not worry about exact wording of answers.

1. The three passenger relations skills are:
  - 1.) PROVIDES RELIABLE, EXPERT SERVICE
  - 2.) IS ALWAYS COURTEOUS & PATIENT
  - 3.) AVOIDS ARGUMENTS AT ANY COST
2. Who has the daily responsibility for passenger relations on the bus?
  - A. Your general manager.
  - B. Your supervisor.
  - ☒ C. You.
3. The quality of a service station depends mainly on its
  - A. Gas.
  - ☒ B. Attendants.
  - C. Appearance.
4. A passenger presents you with a transfer for a bus going in the wrong direction. She insists it is valid "because the other operator said it was". What should you do?
  - ☒ A. Give her the benefit of the doubt and accept the transfer?
  - B. Refuse to accept the transfer because it is invalid?
  - C. Argue until you convince her she is wrong?
5. Which of the following is not characteristic of professional bus operator?
  - ☒ A. A diploma.
  - B. Special training.
  - C. The need to continually upgrade skills.
  - D. Pride in his or her work.

FARRALES SAFETY 00021

00Q-00021

00A14-00021

6. Which of the following should be allowed to affect professional bus operator's attitude toward passengers?
- A. Bad weather.
  - B. A traffic jam.
  - C. Problems with wife or husband.
  - D. All of the above.
  - ☒ E. None of the above.
7. Which of the following show(s) your attitude toward passengers?
- A. Body language
  - B. Speech.
  - C. Behavior.
  - ☒ D. All of the above.
  - E. None of the above.
8. Sometimes a passenger is just so rude that you have to return an insult to him or to her.
- A. True.
  - ☒ B. False.
9. Practicing good passenger relations can make your job easier.
- ☒ A. True.
  - B. False.
10. Who is the most important person for you to think of when doing your job?
- PASSENGER

FARRALES SAFETY 00022

000 00000

00A14-00022

understanding of the material presented.

A copy of your answers will be maintained in the training program, another copy will be for you to keep.

SECTION ONE - EMPLOYEE RIGHT TO KNOW LAW

1. In 1987, OSHA published the Hazard Communication Final Rule, this is more commonly known as the Employee Right to Know

2. TRUE OR FALSE

THIS RULE MEANS:

- A. You have the right to know about the hazards you face on the job. TRUE
- B. You do not need to be trained on these hazards. FALSE
- C. You can be fired for asking for information on the use of the hazard. FALSE
- D. You are allowed to provide information to your physician. TRUE

SECTION TWO - PRODUCT LABELS

1. A hazardous material is any material that could cause injury or death to a person, or could damage or pollute land, air, or water.

2. What are the three ways to determine if a material is hazardous?

- a. read the warning label & follow the instruction on container
- b. read the inventory list in material safety data book
- c. read the MSDS

3. Is the container warning label the easiest and quickest way to find information on a product?

yes

FARRALES SAFETY 00023

000-00023

00A14-00023

4. Why is the label supplied?

help protect you

5. Are the three types of labels: yes

1. Caution
2. Warning
3. Danger

6. TRUE OR FALSE

It is not important to label secondary bottles. FALSE

### SECTION THREE - MSDS

1. Is an MSDS:

Many silly data sheets? \_\_\_\_\_

My Safety Data Sheets? \_\_\_\_\_

Material Safety Data Sheets       

2. Where can these be found?

2 books at hallway

3. Can the supervisor lock this book in an office and not allow you to look at it? not

4. What 9 items can be determined from an MSDS?

- |                                  |                             |                             |
|----------------------------------|-----------------------------|-----------------------------|
| 1 <u>Chem identification</u>     | 2 <u>fire + explosion</u>   | 3 <u>physical data</u>      |
| 4 <u>hazardous ingd</u>          | 5 <u>health hazard</u>      | 6 <u>reactivity data</u>    |
| 7 <u>spill or leak procedure</u> | 8 <u>special protection</u> | 9 <u>special precaution</u> |

5. If you do not understand an MSDS, what is the most important thing that you can do? ask questions

Jay Farrar  
Signature

06-05-06  
Date of Session

FARRALES SAFETY 00024

000-00024

00A14-00024

## Drug and Alcohol Quiz

1. What are the 5 drugs that are screened for in testing?  
Marijuana, Cocaine, Opium, Amphetamines  
& Phenylhydrazine
2. What is B.A.C.? What does it mean?  
Blood Alcohol Concentration
3. What is S.A.P.?  
Substance Abuse Professional
4. How many hours must pass without alcohol consumption during pre-duty time before reporting to work?  
using alcohol within 8 hours prior performing
5. Within how many hours following a "serious accident" (with bodily injury and/or a towed vehicle) must the alcohol test be administered?  
2 hrs, not more than 8 hrs.
6. What range of B.A.C. disqualifies a driver from any safety-sensitive duty?  
inability to provide adequate urine specimen
7. "Refusal to submit" is what situation?  
constitute as positive
8. What is "Shy Bladder"? How does Laidlaw deal with it?  
medically unable to provide specimen for testing
9. Are drug and alcohol test results locked (secured) away?  
yes
10. What concentration level or positive prohibited drug test REQUIRES discharge from employment with Laidlaw?  
0.04 or greater

FARRALES SAFETY 00025

000-00025

00A14-00025



FARRALES SAFETY 00026

00Q-00026

00A14-00026

## BASIC OF SAFETY QUIZ THREE

JAY FARRALES

1. WITHOUT exception, \_\_\_\_\_ are at the root cause of accidents.
  - a. vehicles
  - b. coincidences
  - ☒ c. people
2. It's just a matter of time before unsafe behaviors result in an accident.
  - ☒ a. True
  - b. False
3. While driving a bus, it's OK to perform a risky behavior once in a while if you DON'T think the risk will be very high.
  - a. True
  - ☒ b. False
4. An example of an unsafe behavior pattern is:
  - ☒ a. failing to perform a thorough pre-trip inspection every day.
  - b. parking in the same parking space every day.
  - c. driving the same route every day.
5. You reduce the risk of hitting a pedestrian during a left turn if you rock and roll.
  - ☒ a. True
  - b. False
6. Following too closely is an example of exceeding performance capabilities.
  - ☒ a. True
  - b. False
7. You should stop worrying about accidents ONLY AFTER you've identified the most common accidents at Laidlaw Transit and their related behaviors.
  - a. True
  - ☒ b. False
8. If you NEVER back up your bus, you're:
  - a. putting your passengers in danger.
  - b. avoiding a difficult but necessary part of the job.
  - ☒ c. completely free from the risk of a backing accident.
9. If you ALWAYS stay four seconds behind the vehicle in front of you, you will:
  - a. NEVER run the risk of having a preventable accident.
  - ☒ b. greatly reduce the chance of having a rear-end collision.
  - c. have a hard time staying on schedule with your bus route.
10. When we say Safety is Number One, we really mean that we ALWAYS want to eliminate or reduce any risk.
  - ☒ a. True
  - b. False

FARRALES SAFETY 00028

00Q-00028

00A14-00028

SMITH SYSTEM®  
SEMINAR COMPREHENSION TEST

Reviewed by	J. McKibbins
Date	6/7/06
Score	87
Pass	<input checked="" type="checkbox"/>
Fail	<input type="checkbox"/>
Attempts	1

Name JAY R FARRALES

Date 06/07/06

Address \_\_\_\_\_

Identification number (if applicable) \_\_\_\_\_ Facility 9068

*Please read the following questions carefully. The answers to these questions have been covered in the materials included in this program, segregated by Module. You have been given handout materials; you may consult the handouts to complete the test. Take your time because many questions may contain more than one answer that is somewhat valid. Mark only the single best answer to each question.*

**MODULE 1 – The 5 Keys To Safety**

1. For which conditions should you allow greater following distance?
  - A. Poor weather.
  - B. Reduced visibility.
  - C. At temperatures less than 65 degrees Fahrenheit.
  - ☒ D. A and B
  - E. All of the above.
2. Ideally, what is the minimum time your eyes should lead the vehicle at 30 MPH?
  - ☒ A. 15 seconds
  - B. 4 seconds
  - C. 2 seconds
  - A. 10 seconds
3. When stopped behind another vehicle in traffic, approximately how far back should you remain?
  - A. 5 feet
  - B. Far enough to see the rear tires of the vehicle ahead of you.
  - ☒ C. 15 feet for small vehicles, 20-25 feet for larger trucks.
  - D. Far enough to see the bumper of the vehicle ahead of you.
4. To which Key does the above question most closely relate?
  - A. Key #1
  - ☒ B. Key #2
  - C. Key #3
  - ☒ D. Key #4
  - E. Key #5

FARRALES SAFETY 00029

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Form SS24Q

00Q-00029

00A14-00029

5. As a general rule, how often should the mirrors be checked?
- A. At 4-second intervals
  - B. Whenever your peripheral vision detects a change in activity in a mirror.
  - ☒ C. Every 5 to 8 seconds.
  - D. At least every 30 seconds.
6. Which of the Keys recommends obtaining eye contact from people who may inadvertently represent a threat to themselves and to you?
- ☒ A. Key #5.
  - B. Key #2
  - C. Key #1
  - D. Key #4
7. What is the primary role of peripheral vision as you drive?
- ☒ A. It serves as an "early warning system" for detecting changing conditions.
  - B. It clarifies the information provided by the central cone vision.
  - C. It is used for checking mirrors.
  - D. It defines the problems with which you must deal.
8. What is the minimum following distance that should be maintained in most driving situations?
- A. 3 car lengths
  - B. 2 seconds
  - ☒ C. 4 seconds
  - D. Whatever distance makes you feel comfortable.
9. Besides stopping distance and reaction time, the proper following distance provides:
- A. Assurance that most people will not "cut you off".
  - B. Room to increase your speed if it becomes necessary.
  - ☒ C. Increased visibility and additional time to make decisions.
  - D. Swerving room when you encounter the unexpected.
10. When driving, the distance that your eyes lead the vehicle should vary with the speed of your vehicle.
- True  
False
11. Proper use of the 5 Keys can reduce fuel consumption and vehicle maintenance expense.
- True  
False
12. If you have enough stopping distance, you have enough following distance.
- True  
False

FARRALES SAFETY 00030

## MODULE 2 – The 5 Keys To Safe Backing

13. When backing, what is the best definition of the Big Picture?
- A. The **complete** area to the rear of your vehicle.
  - B. What you see in the mirrors combined with information provided by a guide (when one is available).
  - ☒ C. Current, complete information about the space, people and objects surrounding your vehicle.
  - D. All of the information provided in your mirrors.

14. Drivers commonly confine their eyes to the lower half of their vehicles as they back.

True  
False

15. What is the best way to avoid a backing incident?

- A. Carefully examine the area surrounding your vehicle before moving.
- ☒ B. Avoid backing when possible.
- C. Have someone serve as a guide behind your vehicle.
- D. Sound your horn before backing.

16. What is the primary reason for moving your eyes constantly as you back a vehicle?

- A. Doing so expands the area that the peripheral vision covers.
- B. It allows you to scan the front, sides and rear of the vehicle as you move.
- C. It keeps you up to date with changing conditions.
- ☒ D. All of the above.

17. Smith System recommends this technique while backing:

- A. Concentrate on one mirror during the maneuver.
- B. Back rapidly to minimize the time exposed to risk
- C. Back at approximately 5 MPH
- ☒ D. Back Slowly

18. Backing incidents represent more than 50% of the motor vehicle incidents reported by many of the nation's largest fleets.

True  
False

19. The following are some factors that make backing more difficult:

- A. Much of the vehicle is behind the driver
- B. The wheels directing the vehicle trail the equipment
- ☒ C. Blind areas are usually larger
- ☒ D. All of the above

FARRALES SAFETY 00031

20. The best time to analyze your backing issues is as you arrive.

True  
False

21. Some reasons to keep your eyes moving while backing are:

- A. To update your big picture.
- B. To limit artificial blind spots.
- ☒ C. A & B
- D. To reduce peripheral vision

22. It is safer to turn while backing than to back in a straight line.

True  
False

---

### MODULE 3 – Driver Attitude

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23. What is the main theme of the video "The Driver's E.D.G.E."? (the third video shown)

- A. Road rage is the single largest problem on our roadways today.
- B. Inexperienced drivers should learn accident reduction techniques from more experienced drivers.
- C. There is a dangerous connection between symptoms displayed by drunk drivers and drivers under the influence of emotion.
- ☒ D. Aggravation and frustration on the road causes drivers to respond in ways that endanger themselves and others.

24. Road aggravation usually causes drivers to:

- A. Dimish their space cushion
- B. Disregard speed signs
- C. Reduce following distance
- D. A and B
- ☒ E. All of the above.

25. Road aggravation is emotion governed driving.

☒ True  
False

26. One of the best things you can do to minimize frustration and anxiety behind the wheel is to provide yourself with extra time to make the journey.

True  
False

FARRALES SAFETY 00032

27. It is best to decrease your following distance when a driver threatens to cut in.

True

False

---

## MODULE 4 – Substance Abuse

---

28. The best way to protect yourself from drivers whom you believe may be under the influence of alcohol or another drug is to:

- A. Alert them with your lights and horn.
- B. Become more visible, speed up and overtake the offending driver.
- C. Call the police at your earliest opportunity.
- ☒ D. Isolate yourself from the other driver. Create a large space cushion.

29. Which of the following will accelerate the removal of alcohol from the bloodstream?

- A. Coffee (caffeine).
- B. Exercise.
- C. A cold shower.
- D. Plenty of water and at least three hours' rest.
- ☒ E. None of the above.

30. People can assume it is safe to consume alcohol and drive as long as:

- A. Walking a straight line does not become difficult.
- B. Their speech is not slurred.
- C. They feel as alert as they did before they consumed alcohol.
- D. Their judgment is not noticeably impaired.
- ☒ E. While all of the above may help drivers realize they should not drive, the absence of any or all of them does not necessarily mean it is safe to drive after consuming alcohol.

31. Blood alcohol charts and graphs are useful tools that can be depended upon to help drivers decide whether they should drive after drinking because:

- A. The average driver can use them to evaluate accurately their BAC at social functions.
- B. The charts build in a large margin for error. Drivers are not affected by alcohol until their BAC has exceeded legal limits.
- C. They are reliable devices that consistently measure the effect of alcohol at certain BAC levels.
- ☒ D. None of the above. Drivers can become quite dangerous before they exceed the legal BAC standards.

32. Drugs, taken in combination with other drugs:

- A. Are safe to use while driving as long as a doctor prescribes them.
- B. Usually act as depressants.
- C. Are always dangerous.
- ☒ D. May cause a multiplication of effects.

FARRALES SAFETY 00033



33. Alcohol does not affect the average person's reaction time until BAC exceeds .06.

True

False

34. A BAC of .06 affects all people in the same way.

True

False

35. Most of what you need to know about the actions of other drivers can be obtained in a few seconds of observation.

True

False

---

## MODULE 5 – Seat Belts

---

36. Studies suggest that in traffic crashes, safety belts reduce the risk of fatalities and serious injuries to front seat automobile occupants by:

A. 80%

B. 25

C. 45% to 50%

D. It cannot be measured.

37. Despite alcohol and seat belt awareness campaigns, the number of motor vehicle related fatalities has increased every year during the preceding decade.

True

False

38. There are valid reasons for not wearing seat belts on short trips at low speeds.

True

False

39. The amount of time it takes to fasten and unfasten your seat belt is:

A. 10 seconds

B. 5 seconds

C. 15 seconds

D. 25 seconds

40. Some common reasons people fail to wear seatbelts are:

A. Discomfort

B. It clashes with their clothing colors

C. Belts may trap them in a burning vehicle

D. A & C

FARRALES SAFETY 00034

9596

**Focus On Safety**  
*Fundamental Safety Practices Questionnaire*

Name: JAY R. FARRALES

Questions are valued at 5 points each  
Minimum passing grade is 75%

Project #: \_\_\_\_\_

1. What does a vehicle operator use to keep a vehicle centered in the roadway or to position a vehicle 4 to 6 inches from the curb in or to avoid accidents when making right and left turns?  
☒ a) Reference points.  
b) Lucky charms.  
c) Hind sight.  
d) A spotter.
2. According to company policy, the maximum allowable vehicle speed when making a turn is?  
☒ a) 5 mph.  
b) 35 mph on right turns, 25 mph on left turns.  
c) 55 mph.  
d) Laidlaw does not specify a maximum turning speed.
3. "Rocking and Rolling" in the drivers seat prior to turning a vehicle means to what?  
a) Turn the bus radio to 97.4.  
☒ b) To move in the seat to see around obstructions to eliminate blind spots.  
c) To imitate Elvis by swiveling ones hips.  
d) It is a slang term for listening to CDs while driving.
4. 300:29:1 means?  
☒ a) For every 300 unsafe acts, there are 29 minor accidents and 1 catastrophic accident.  
b) I do not know. We have never discussed this.  
c) For every 300 hours, there 29 "A" inspection are to be performed and 1 "B" inspection.

FARRALES SAFETY 00036

00Q-00036

00A14-00036

5. In the spaces provided below, write out the five keys of the Smith System defensive driving system.

- 1) Aim high on steering
- 2) Get the big picture
- 3) Keep your EYES moving
- 4) LEAVE YOURSELF AN OUT
- 5) MAKE <sup>SURE</sup> THEY SEE YOU

6. The purpose of mirror adjustment is to enable the driver to:

- a) See adults and other pedestrians around the vehicle,
- b) See vehicles and objects around the vehicle,
- ☒ c) Eliminate blind spots around the vehicle,
- d) All of the above.

7. According to Laidlaw Transit, the minimum allowable following distance is:

- a) 2 seconds
- b) 2 seconds except at high speeds where 6 seconds is the required minimum.
- ☒ c) 4 seconds
- d) 30 seconds

8. While driving, following distance is measured by:

- a) Number of tractor trailers lengths between cars; 1 tractor trailer = 1 second, 2 tractor trailers = 2 seconds.
- ☒ b) By counting the seconds from the when the vehicle immediately in front of you passes a fix object until you pass the same fixed object.
- c) By adjusting your speed so that to where each desired second of following distance is equal to 10 mph. For 2 seconds, drive 20 mph. For 4 seconds, drive 40 mph.

9. Stopping distance is affected by:

- ☒ a) Following distance.
- ☒ b) Adverse weather conditions.
- c) Line of sight.
- d) Traffic conditions.

10. How often are daily vehicle inspections to be performed?

- a) Daily.
- ☒ b) Prior to a vehicle going into service.
- c) Every 1500 miles.
- d) Monthly.

FARRALES SAFETY 00038

00Q-00038

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11. What is the most dangerous location for a vehicle?
- a) Wal-Mart parking lot
  - b) Freeway on ramp
  - ☒ c) Intersection
  - d) Straight dry, level highway
12. You should do what before entering an intersection?
- ☒ a) Let it clear.
  - b) Proceed only after the light turns yellow.
  - c) Stop, look, and listen.
  - d) Look in the rear view mirror to make sure you are not blocking traffic.
13. A space cushion gives the operator time to:
- a) Hide.
  - ☒ b) Take defensive action.
  - c) Take evasive action by throwing the vehicle into reverse and backing up.
  - d) Call dispatch and ask instructions.
14. When approach an intersection, always expect:
- ☒ a) Trouble.
  - b) A policeman.
  - c) An approaching ambulance.
  - d) A bus stop.
15. To cover your brake means to:
- a) Make sure that the brake pedal is covered by a rubber pad.
  - ☒ b) Place your foot over the brake in anticipation of the need to brake.
  - c) Refers to a type of maintenance performed on brake system.
16. To eliminate blind spots when driving a large vehicle, a driver should:
- ☒ a) Rock and roll in the driver's seat to see around obstacles.
  - b) Get out and walk around the vehicle before moving it.
  - c) Call dispatch and ask them to send out a spotter.
17. To be safe, driver should always drive:
- a) Offensively
  - ☒ b) Defensively
  - c) Slow
  - d) Fast

FARRALES SAFETY 00040

00Q-00040

00A14-00040

18. To drive defensive means that a driver:
- a) Anticipates that other drivers will do what is right or safe.
  - ☒ b) Anticipates that other drivers will do what is wrong or unsafe.
  - c) Does not anticipate what other drivers will do.
  - d) Is only concerned with his or her own driving.

19. List the five areas of the Pre-Trip Inspection:

- 1) EXTERIOR
- 2) PASSENGER COMPARTMENT
- 3) DRIVER COMPARTMENT
- 4) TIRES & WHEELS
- 5) BRAKES

20. Safety means to be FREEDOM from RISK.



FARRALES SAFETY 00042

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FARRALES SAFETY 00043

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FARRALES SAFETY 00044

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00A14-00044

# First Transit Services, Inc. - Operator Evaluation Chart

☐ Pre-Training Evaluation

☐ Final Evaluation

☒ Non-Emergency Situation

☐ Remaining Evaluation

Operator Name

*Ray Farrales*

Type of Vehicle

*17B*

(1 hour minimum)

Date

*5/28/10*

00Q-00045

☐ Pre-Training Evaluation

☐ Final Evaluation

☒ Non-Emergency Situation

☐ Remaining Evaluation

Type of Vehicle

*17B*

Date

*5/28/10*

FARRALES SAFETY 00045

00Q-00045

Pre-Training Inspection		Signal in Advance (Left)		Signal in Advance (Right)		Signal Before Returning Lane		Merge Smoothly	
General	FT	NA	FT	NA	FT	NA	FT	NA	FT
Seat Belt	FT	NA	FT	NA	FT	NA	FT	NA	FT
Mirror and Mirror Adj.	FT	NA	FT	NA	FT	NA	FT	NA	FT
DVI Check List	FT	NA	FT	NA	FT	NA	FT	NA	FT
Vehicle	FT	NA	FT	NA	FT	NA	FT	NA	FT
Vehicle Left Deployment	FT	NA	FT	NA	FT	NA	FT	NA	FT
Operator's Compartment	FT	NA	FT	NA	FT	NA	FT	NA	FT
Passenger's Compartment	FT	NA	FT	NA	FT	NA	FT	NA	FT
Blacks									
Alt. Brake Test	P	FT	NA	FT	NA	FT	NA	FT	NA
Hydraulic Brake Test	P	FT	NA	FT	NA	FT	NA	FT	NA
Hydraulic Booster Test	P	FT	NA	FT	NA	FT	NA	FT	NA
Vacuum over Hydraulic	P	FT	NA	FT	NA	FT	NA	FT	NA
ABS	P	FT	NA	FT	NA	FT	NA	FT	NA
Intersections									
Understanding	P	FT	NA	FT	NA	FT	NA	FT	NA
Operation	P	FT	NA	FT	NA	FT	NA	FT	NA
Additional Defensive Driving Techniques									
Alt. Mirror Steering	P	FT	NA	FT	NA	FT	NA	FT	NA
Quick Big Picture	P	FT	NA	FT	NA	FT	NA	FT	NA
Keep our Eyes Moving	P	FT	NA	FT	NA	FT	NA	FT	NA
Leave Yourself an Out	P	FT	NA	FT	NA	FT	NA	FT	NA
Make Sure They See You	P	FT	NA	FT	NA	FT	NA	FT	NA
Risk Assessment									
Sleeping	P	FT	NA	FT	NA	FT	NA	FT	NA
Hands at 9 & 3 or 10 & 2 Position	P	FT	NA	FT	NA	FT	NA	FT	NA
Acceleration, Braking & Stopping Distance									
Release Parking Brake	P	FT	NA	FT	NA	FT	NA	FT	NA
Acceleration Smoothness	P	FT	NA	FT	NA	FT	NA	FT	NA
Minimum Speed	P	FT	NA	FT	NA	FT	NA	FT	NA
Speed Limit Awareness	P	FT	NA	FT	NA	FT	NA	FT	NA
Initial Brake Depression	P	FT	NA	FT	NA	FT	NA	FT	NA
Judging Stopping Distance	P	FT	NA	FT	NA	FT	NA	FT	NA
Distance to Vehicle in Front	P	FT	NA	FT	NA	FT	NA	FT	NA
Covering Brakes in Intersection	P	FT	NA	FT	NA	FT	NA	FT	NA
Lane Use, Lane Change & Passing									
Position in Center of Lane	P	FT	NA	FT	NA	FT	NA	FT	NA
Position 6-12' from Curb	P	FT	NA	FT	NA	FT	NA	FT	NA
Position 4' from Curb	P	FT	NA	FT	NA	FT	NA	FT	NA
General									
Seat Belt	P	FT	NA	FT	NA	FT	NA	FT	NA
Mirror and Mirror Adj.	P	FT	NA	FT	NA	FT	NA	FT	NA
DVI Check List	P	FT	NA	FT	NA	FT	NA	FT	NA
Vehicle	P	FT	NA	FT	NA	FT	NA	FT	NA
Vehicle Left Deployment	P	FT	NA	FT	NA	FT	NA	FT	NA
Operator's Compartment	P	FT	NA	FT	NA	FT	NA	FT	NA
Passenger's Compartment	P	FT	NA	FT	NA	FT	NA	FT	NA
Blacks									
Alt. Brake Test	P	FT	NA	FT	NA	FT	NA	FT	NA
Hydraulic Brake Test	P	FT	NA	FT	NA	FT	NA	FT	NA
Hydraulic Booster Test	P	FT	NA	FT	NA	FT	NA	FT	NA
Vacuum over Hydraulic	P	FT	NA	FT	NA	FT	NA	FT	NA
ABS	P	FT	NA	FT	NA	FT	NA	FT	NA
Intersections									
Understanding	P	FT	NA	FT	NA	FT	NA	FT	NA
Operation	P	FT	NA	FT	NA	FT	NA	FT	NA
Additional Defensive Driving Techniques									
Alt. Mirror Steering	P	FT	NA	FT	NA	FT	NA	FT	NA
Quick Big Picture	P	FT	NA	FT	NA	FT	NA	FT	NA
Keep our Eyes Moving	P	FT	NA	FT	NA	FT	NA	FT	NA
Leave Yourself an Out	P	FT	NA	FT	NA	FT	NA	FT	NA
Make Sure They See You	P	FT	NA	FT	NA	FT	NA	FT	NA
Risk Assessment									
Sleeping	P	FT	NA	FT	NA	FT	NA	FT	NA
Hands at 9 & 3 or 10 & 2 Position	P	FT	NA	FT	NA	FT	NA	FT	NA
Acceleration, Braking & Stopping Distance									
Release Parking Brake	P	FT	NA	FT	NA	FT	NA	FT	NA
Acceleration Smoothness	P	FT	NA	FT	NA	FT	NA	FT	NA
Minimum Speed	P	FT	NA	FT	NA	FT	NA	FT	NA
Speed Limit Awareness	P	FT	NA	FT	NA	FT	NA	FT	NA
Initial Brake Depression	P	FT	NA	FT	NA	FT	NA	FT	NA
Judging Stopping Distance	P	FT	NA	FT	NA	FT	NA	FT	NA
Distance to Vehicle in Front	P	FT	NA	FT	NA	FT	NA	FT	NA
Covering Brakes in Intersection	P	FT	NA	FT	NA	FT	NA	FT	NA
Lane Use, Lane Change & Passing									
Position in Center of Lane	P	FT	NA	FT	NA	FT	NA	FT	NA
Position 6-12' from Curb	P	FT	NA	FT	NA	FT	NA	FT	NA
Position 4' from Curb	P	FT	NA	FT	NA	FT	NA	FT	NA
General									
Seat Belt	P	FT	NA	FT	NA	FT	NA	FT	NA
Mirror and Mirror Adj.	P	FT	NA	FT	NA	FT	NA	FT	NA
DVI Check List	P	FT	NA	FT	NA	FT	NA	FT	NA
Vehicle	P	FT	NA	FT	NA	FT	NA	FT	NA
Vehicle Left Deployment	P	FT	NA	FT	NA	FT	NA	FT	NA
Operator's Compartment	P	FT	NA	FT	NA	FT	NA	FT	NA
Passenger's Compartment	P	FT	NA	FT	NA	FT	NA	FT	NA
Blacks									
Alt. Brake Test	P	FT	NA	FT	NA	FT	NA	FT	NA
Hydraulic Brake Test	P	FT	NA	FT	NA	FT	NA	FT	NA
Hydraulic Booster Test	P	FT	NA	FT	NA	FT	NA	FT	NA
Vacuum over Hydraulic	P	FT	NA	FT	NA	FT	NA	FT	NA
ABS	P	FT	NA	FT	NA	FT	NA	FT	NA
Intersections									
Understanding	P	FT	NA	FT	NA	FT	NA	FT	NA
Operation	P	FT	NA	FT	NA	FT	NA	FT	NA
Additional Defensive Driving Techniques									
Alt. Mirror Steering	P	FT	NA	FT	NA	FT	NA	FT	NA
Quick Big Picture	P	FT	NA	FT	NA	FT	NA	FT	NA
Keep our Eyes Moving	P	FT	NA	FT	NA	FT	NA	FT	NA
Leave Yourself an Out	P	FT	NA	FT	NA	FT	NA	FT	NA
Make Sure They See You	P	FT	NA	FT	NA	FT	NA	FT	NA
Risk Assessment									
Sleeping	P	FT	NA	FT	NA	FT	NA	FT	NA
Hands at 9 & 3 or 10 & 2 Position	P	FT	NA	FT	NA	FT	NA	FT	NA
Acceleration, Braking & Stopping Distance									
Release Parking Brake	P	FT	NA	FT	NA	FT	NA	FT	NA
Acceleration Smoothness	P	FT	NA	FT	NA	FT	NA	FT	NA
Minimum Speed	P	FT	NA	FT	NA	FT	NA	FT	NA
Speed Limit Awareness	P	FT	NA	FT	NA	FT	NA	FT	NA
Initial Brake Depression	P	FT	NA	FT	NA	FT	NA	FT	NA
Judging Stopping Distance	P	FT	NA	FT	NA	FT	NA	FT	NA
Distance to Vehicle in Front	P	FT	NA	FT	NA	FT	NA	FT	NA
Covering Brakes in Intersection	P	FT	NA	FT	NA	FT	NA	FT	NA
Lane Use, Lane Change & Passing									
Position in Center of Lane	P	FT	NA	FT	NA	FT	NA	FT	NA
Position 6-12' from Curb	P	FT	NA	FT	NA	FT	NA	FT	NA
Position 4' from Curb	P	FT	NA	FT	NA	FT	NA	FT	NA
General									
Seat Belt	P	FT	NA	FT	NA	FT	NA	FT	NA
Mirror and Mirror Adj.	P	FT	NA	FT	NA	FT	NA	FT	NA
DVI Check List	P	FT	NA	FT	NA	FT	NA	FT	NA
Vehicle	P	FT	NA	FT	NA	FT	NA	FT	NA
Vehicle Left Deployment	P	FT	NA	FT	NA	FT	NA	FT	NA
Operator's Compartment	P	FT	NA	FT	NA	FT	NA	FT	NA
Passenger's Compartment	P	FT	NA	FT	NA	FT	NA	FT	NA
Blacks									
Alt. Brake Test	P	FT	NA	FT	NA	FT	NA	FT	NA
Hydraulic Brake Test	P	FT	NA	FT	NA	FT	NA	FT	NA
Hydraulic Booster Test	P	FT	NA	FT	NA	FT	NA	FT	NA
Vacuum over Hydraulic	P	FT	NA	FT	NA	FT	NA	FT	NA
ABS	P	FT	NA	FT	NA	FT	NA	FT	NA
Intersections									
Understanding	P	FT	NA	FT	NA	FT	NA	FT	NA
Operation	P	FT	NA	FT	NA	FT	NA	FT	NA
Additional Defensive Driving Techniques									
Alt. Mirror Steering	P	FT	NA	FT	NA	FT	NA	FT	NA
Quick Big Picture	P	FT	NA	FT	NA	FT	NA	FT	NA
Keep our Eyes Moving	P	FT	NA	FT	NA	FT	NA	FT	NA
Leave Yourself an Out	P	FT	NA	FT	NA	FT	NA	FT	NA
Make Sure They See You	P	FT	NA	FT	NA	FT	NA	FT	NA
Risk Assessment									
Sleeping	P	FT	NA	FT	NA	FT	NA	FT	NA
Hands at 9 & 3 or 10 & 2 Position	P	FT	NA	FT	NA	FT	NA	FT	NA
Acceleration, Braking & Stopping Distance									
Release Parking Brake	P	FT	NA	FT	NA	FT	NA	FT	NA
Acceleration Smoothness	P	FT	NA	FT	NA	FT	NA	FT	NA
Minimum Speed	P	FT	NA	FT	NA	FT	NA	FT	NA
Speed Limit Awareness	P	FT	NA	FT	NA	FT	NA	FT	NA
Initial Brake Depression	P	FT	NA	FT	NA	FT	NA	FT	NA
Judging Stopping Distance	P	FT	NA	FT	NA	FT	NA	FT	NA
Distance to Vehicle in Front	P	FT	NA	FT	NA	FT	NA	FT	NA
Covering Brakes in Intersection	P	FT	NA	FT	NA	FT	NA	FT	NA
Lane Use, Lane Change & Passing									
Position in Center of Lane	P	FT	NA	FT	NA	FT	NA	FT	NA
Position 6-12' from Curb	P	FT	NA	FT	NA	FT	NA	FT	NA
Position 4' from Curb	P	FT	NA	FT	NA	FT	NA	FT	NA
General									
Seat Belt	P	FT	NA	FT	NA	FT	NA	FT	NA
Mirror and Mirror Adj.	P	FT	NA	FT	NA	FT	NA	FT	NA
DVI Check List	P	FT	NA	FT	NA	FT	NA	FT	NA
Vehicle	P	FT	NA	FT	NA	FT	NA	FT	NA
Vehicle Left Deployment	P	FT	NA	FT	NA	FT	NA	FT	NA
Operator's Compartment	P	FT	NA	FT	NA	FT	NA	FT	NA
Passenger's Compartment	P	FT	NA	FT	NA	FT	NA	FT	NA
Blacks									
Alt. Brake Test	P	FT	NA	FT	NA	FT	NA	FT	NA
Hydraulic Brake Test	P	FT	NA	FT	NA	FT	NA	FT	NA
Hydraulic Booster Test	P	FT	NA	FT	NA	FT	NA	FT	NA
Vacuum over Hydraulic	P	FT	NA	FT	NA	FT	NA	FT	NA
ABS	P	FT	NA	FT	NA	FT	NA	FT	NA
Intersections									
Understanding	P	FT	NA	FT	NA	FT	NA	FT	NA
Operation	P	FT	NA	FT	NA	FT	NA	FT	NA
Additional Defensive Driving Techniques									
Alt. Mirror Steering	P	FT	NA	FT	NA	FT	NA	FT	NA
Quick Big Picture	P	FT	NA	FT	NA	FT	NA	FT	NA
Keep our Eyes Moving	P	FT	NA	FT	NA	FT	NA	FT	NA
Leave Yourself an Out	P	FT	NA	FT	NA	FT	NA	FT	NA
Make Sure They See You	P	FT	NA	FT	NA	FT	NA	FT	NA
Risk Assessment									
Sleeping	P	FT	NA	FT	NA	FT	NA	FT	NA
Hands at 9 & 3 or 10 & 2 Position	P	FT	NA	FT	NA	FT	NA	FT	NA
Acceleration, Braking & Stopping Distance									
Release Parking Brake	P	FT	NA	FT	NA	FT	NA	FT	NA
Acceleration Smoothness	P	FT	NA	FT	NA	FT	NA	FT	NA
Minimum Speed	P	FT	NA	FT	NA	FT	NA	FT	NA
Speed Limit Awareness	P	FT	NA	FT	NA	FT	NA	FT	NA
Initial Brake Depression	P	FT	NA	FT	NA	FT	NA	FT	NA
Judging Stopping Distance	P	FT	NA	FT	NA	FT	NA	FT	NA
Distance to Vehicle in Front	P	FT	NA	FT	NA	FT	NA	FT	NA
Covering Brakes in Intersection	P	FT	NA	FT	NA	FT	NA	FT	NA
Lane Use, Lane Change & Passing									
Position in Center of Lane	P	FT	NA	FT	NA	FT	NA	FT	NA
Position 6-12' from Curb	P	FT	NA	FT	NA	FT	NA	FT	NA
Position 4' from Curb	P	FT	NA	FT	NA	FT	NA	FT	NA
General									
Seat Belt	P	FT	NA	FT	NA	FT	NA	FT	NA
Mirror and Mirror Adj.	P	FT	NA	FT	NA	FT	NA	FT	NA
DVI Check List	P	FT	NA	FT	NA	FT	NA	FT	NA
Vehicle	P	FT	NA	FT	NA	FT	NA	FT	NA
Vehicle Left Deployment	P	FT	NA	FT	NA	FT	NA	FT	NA
Operator's Compartment	P	FT	NA	FT	NA	FT	NA	FT</	

I, JAY FARRALES, attended the 2010 Mobility  
Device Clinic and acknowledge that I have been trained on:

JRF How to properly secure a scooter  
Initial

JRF How to properly secure a wheelchair  
Initial

JRF How to properly secure a walker  
Initial

JRF How to properly operate the lift  
Initial

JRF How to properly secure the lap belt & shoulder strap  
Initial

I understand that all mobility devices, including walkers that do not fold, must be secured using the 4 point securement system.

I understand that all walkers that have the ability to fold must still be secured in my vehicle and must be secured properly.

I understand that I am required to have all mobility devices secured properly in my vehicle before the vehicle is moved.

If I am faced with a securement situation that I need assistance with, I will contact dispatch and request a road supervisor.

JAY FARRALES  
Print Name

[Signature]  
Signature

05-15-10

FARRALES SAFETY 00046

00Q-00046

00A14-00046

I, JAY FARRALES, acknowledge that I  
have been trained on how to properly identify the different onboard  
camera systems on the vehicles and how to report a problem if I  
find one.

JAY FARRALES  
Print Name

Jay Farrales  
Signature

05-15-18  
Date

FARRALES SAFETY 00047

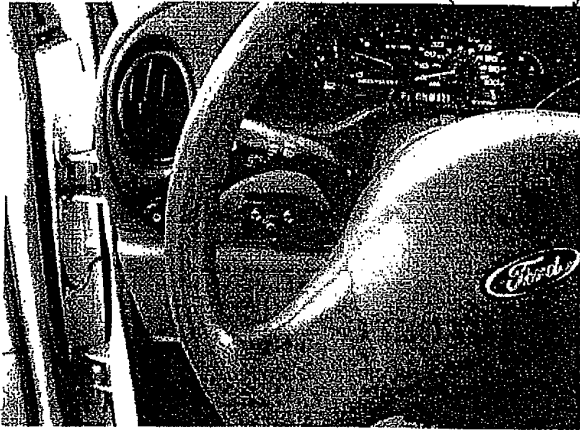
000-00047

00A14-00047

## ONBOARD CAMERA SYSTEMS

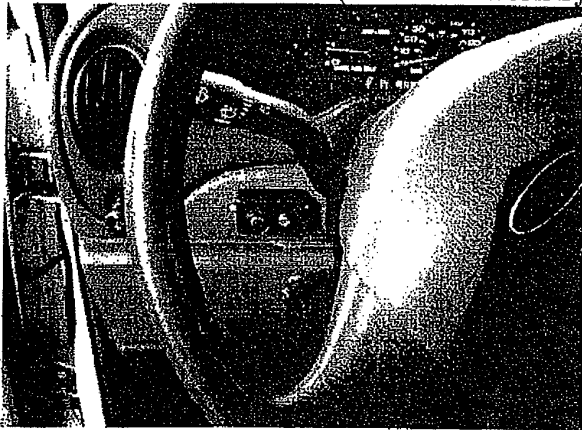
NAME JAY FARRALES DATE 5-15-10 TIME 1125 BUS# 1529

### DASHBOARD LIGHT (Kalatel System): COACH SERIES 1400 – 1739



- No Status Light
- Red Light
- Red & Green Light

### DASHBOARD LIGHT (March Network System): COACH SERIES 1740 AND HIGHER



- No Status Light

### WINDOW CAMERA (DRIVE CAM)



- No Status Light
- Red Light
- Red & Green Light

FARRALES SAFETY-00048

00Q-00048

00A14-00048





I, JAY FARRALES, have been  
trained how to properly conduct an emergency  
evacuation of my vehicle should the need arise.

JAY FARRALES  
Print Name

[Signature]  
Signature

[Signature]  
Trainer Signature

6-12-09  
Date

FARRALES SAFETY 00050

00Q-00050

00A14-00050

# Laidlaw Transit Services, Inc. - Operator Evaluation Chart

☐ Pre-Training Evaluation ☐ Final Evaluation

Operator Name: JAY FALCONE

☐ Annual Evaluation ☐ Retaining Evaluation

Type Of Vehicle: TRUCKS

(1 hour minimum)  
☒ other Wheeler  
 Date: 10-10-09

## Pre-Training Evaluation

<b>General</b>	P	NP	NA
Beats	P	NP	NA
Mirrors and Mirror Adj.	P	NP	NA
DVI Check list	P	NP	NA
Wheelchair Lift - Deployment	P	NP	NA
Operator's Compartment	P	NP	NA
Passenger's Compartment	P	NP	NA
<b>Brakes</b>	P	NP	NA
Air Brake Test	P	NP	NA
Hydraulic Brake Test	P	NP	NA
Hydraulic Booster Test	P	NP	NA
Vacuum over Hydraulic	P	NP	NA
ABS	P	NP	NA
<b>Interactions</b>	P	NP	NA
Understanding	P	NP	NA
Operation	P	NP	NA
<b>Application of Defensive Driving Techniques</b>	P	NP	NA
Alarm High in Steering	P	NP	NA
Get the Big Picture	P	NP	NA
Keep Your Eyes Moving	P	NP	NA
Leave Yourself an Out	P	NP	NA
Make Sure They See You	P	NP	NA
<b>Steady</b>	P	NP	NA
Hands at 9-3 or 10-2 Position	P	NP	NA
<b>Acceleration, Braking, &amp; Stopping Distances</b>	P	NP	NA
Release Parking Brake	P	NP	NA
Acceleration Smoothness	P	NP	NA
Merits Speed	P	NP	NA
Speed Limit Adherence	P	NP	NA
Initial Brake Depression	P	NP	NA
Judging Stopping Distances	P	NP	NA
Distance to Vehicle in Front	P	NP	NA
Covering Brakes at Intersection	P	NP	NA
<b>Lane Use, Lane Changes, &amp; Passing</b>	P	NP	NA
Position in Center of Lane	P	NP	NA
Position 6"-12" from Curb	P	NP	NA
Position 4' from Curb	P	NP	NA

Trainee Signature: Jay Falcone

Trainer Signature: [Signature]

## Annual Evaluation

<b>Lane Use, Lane Changes, &amp; Passing - Cont'd</b>	P	NP	NA
Check Mirror before Moving	P	NP	NA
Signals in Advance of Pass	P	NP	NA
Signals Before Return to Lane	P	NP	NA
Merge Smoothly	P	NP	NA
<b>Turns</b>	P	NP	NA
Choice of Lane	P	NP	NA
Check Mirror before Signaling	P	NP	NA
Signals in Advance of Turn	P	NP	NA
Set up Properly Before Turn	P	NP	NA
Rock and Roll	P	NP	NA
Checks Blind Spots before Turning	P	NP	NA
Uses Hand-Over-Hand Method	P	NP	NA
Monitors Toll Swing	P	NP	NA
Returns Hands to 9-3 or 10-2	P	NP	NA
<b>Interactions</b>	P	NP	NA
Supervise Before Entering	P	NP	NA
Speed Entering Intersections	P	NP	NA
Covers the Brakes	P	NP	NA
Keeps Head and Eyes Moving	P	NP	NA
Look and Roll	P	NP	NA
Ensures Intersection is Clear	P	NP	NA
Obeys Signs and Signals	P	NP	NA
Yields to Pedestrian	P	NP	NA
Yield Right of Way	P	NP	NA
<b>Braking</b>	P	NP	NA
Mirror Use and Adjustment	P	NP	NA
Straight-Line Method	P	NP	NA
Waving Method	P	NP	NA
Apply Dock	P	NP	NA
Parallel Parking	P	NP	NA
<b>Highways / Expressway Drives</b>	P	NP	NA
Observes Signs and Signals	P	NP	NA
Check Mirror	P	NP	NA
Signals Properly	P	NP	NA
Scans for Gaps in Traffic / Merging	P	NP	NA
Merge Smoothly	P	NP	NA
Observes Speed Limit	P	NP	NA
<b>Urban Drives</b>	P	NP	NA
Observes Signs and Signals	P	NP	NA
Check Mirror	P	NP	NA
Signals Properly	P	NP	NA
Observes Speed Limit	P	NP	NA
Unweaved Roads	P	NP	NA
<b>Mountain Drives</b>	P	NP	NA
Observes Signs and Signals	P	NP	NA
Check Mirror	P	NP	NA
Signals Properly	P	NP	NA
Observes Appropriate Speed	P	NP	NA
Brake Usage	P	NP	NA
<b>Escalator / Curbs / Hills</b>	P	NP	NA
Signals Properly	P	NP	NA
Checks Traffic in Lane	P	NP	NA
Uses Push Pul Method	P	NP	NA
Approaches Curve at Proper Speed	P	NP	NA
Positions Vehicle for Curve	P	NP	NA
Maintains Position in Curve	P	NP	NA
Selects Proper Lane before Hill	P	NP	NA
Shows Slightly Approaching Crest	P	NP	NA
Uses Correct Gear Downhill	P	NP	NA
Applies Proper Brake Pressure	P	NP	NA
<b>Night Drives</b>	P	NP	NA
Uses High Beams Properly	P	NP	NA
Light Blind: Looks to Road Edge	P	NP	NA
<b>Ballast Crossing</b>	P	NP	NA
Mirror Use	P	NP	NA
Position After Stop	P	NP	NA
Looks and Listens	P	NP	NA
Merges into Traffic Slowly	P	NP	NA
Opens Passenger Door	P	NP	NA
<b>Hostile Weather Drives</b>	P	NP	NA
Uses Headlights	P	NP	NA
Uses Windshield Wiper	P	NP	NA
Increases Following Distance	P	NP	NA
Looks for Hazards	P	NP	NA
Observes Appropriate Speed	P	NP	NA
<b>Narrow Streets &amp; Traffic Circles</b>	P	NP	NA
Continuously Checks Side Clearance	P	NP	NA
Under 15 MPH on Narrow Streets	P	NP	NA
Checks for Traffic Over Shoulder	P	NP	NA
<b>Merges Only When it is Safe</b>	P	NP	NA
Positions Vehicle in Exit Lane	P	NP	NA
Looks for Lost / Confused Drivers	P	NP	NA
<b>Blind Back Use</b>	P	NP	NA
Knows Proper Method of Use	P	NP	NA
Applies Proper Method of Use	P	NP	NA

Trainee Signature: [Signature]

Trainer Signature: [Signature]

## Retaining Evaluation

<b>Wheelchair Lift Operations</b>	P	NP	NA
Deploys & Stores Lift Properly	P	NP	NA
Assess Rider When Required	P	NP	NA
<b>Beckle Stops</b>	P	NP	NA
Approaches at Correct Angle	P	NP	NA
Signal Use	P	NP	NA
Announces Stops	P	NP	NA
Stops 3' Before Sign	P	NP	NA
Stops 6'-12' and Parallel	P	NP	NA
<b>Escalator and Staircase Passengers</b>	P	NP	NA
Signal Use	P	NP	NA
Approach to Stop	P	NP	NA
Position After Stop	P	NP	NA
Passenger Relations	P	NP	NA
Door Use	P	NP	NA
Warns Passengers of Hazards	P	NP	NA
Interior-Mirror Adj. and Use	P	NP	NA
<b>Defensive</b>	P	NP	NA
Lift Use	P	NP	NA
Mobility Device Securement	P	NP	NA
Passenger Securement	P	NP	NA
Maintain Physical Control	P	NP	NA
Manual Lift Operation	P	NP	NA
<b>Service Area Drives</b>	P	NP	NA
Complete Manifest Properly	P	NP	NA
Familiar with Service Area	P	NP	NA
Times Stop Properly	P	NP	NA
Aways of Critical Service Points	P	NP	NA

Trainee Signature: [Signature]

Trainer Signature: [Signature]

Participants must demonstrate competency in critical skills (indicated by bold type).  
 Trainees failing critical areas during final evaluations will return to the DOS Dept. for additional training as required up to a complete BTW review. Employees failing critical areas during annual or retaining evaluations must undergo further skill specific training prior to continuing in or returning to revenue service. Comments are to be made on other side.

Did trainee/employee pass evaluation?  
 (Y or N) Y

Does employee require additional training?  
 (Y or N) N

Date released to revenue service: 10/10/09

# Caltrans Transit Services, Inc. - Operator Evaluation Chart

(1 hour minimum)

Operator Name: FARRALES, JAY Type of Vehicle: PASSENGER

Date: 7-6-08

☐ Pre-Training Evaluation ☒ Final Evaluation ☒ Annual Evaluation ☐ Retaining Evaluation

## Pre-Training Evaluation

**General**  
 Mirror and Mirror Adj. (P) NP NA  
 DVI Chest List (P) NP NA  
 Exterior (P) NP NA  
 Whistle/Hair Lift - Deployment (P) NP NA  
 Operator's Compartment (P) NP NA  
 Passenger's Compartment (P) NP NA

**Brakes**  
 Air Brake Test (P) NP NA  
 Hydraulic Brake Test (P) NP NA  
 Hydraulic Booster Test (P) NP NA  
 Vacuum over Hydraulic (P) NP NA  
 ABS (P) NP NA

**Instructional**  
 Understanding (P) NP NA  
 Operator (P) NP NA

**Application of Defensive Driving Technique**  
 Aim High in Steering (P) NP NA  
 Get the Big Picture (P) NP NA  
 Keep Your Eyes Moving (P) NP NA  
 Leave Yourself an Out (P) NP NA  
 Make Sure They See You (P) NP NA

**Stations**  
 Hands at 9-3 or 10-2 Position (P) NP NA

**Acceleration, Braking, & Stopping Distance**  
 Release Parking Brake (P) NP NA  
 Acceleration/Smoothness (P) NP NA  
 Maintain Speed (P) NP NA  
 Speed Limit Adherence (P) NP NA  
 Initial Brake Depression (P) NP NA  
 Judging Stopping Distance (P) NP NA  
 Distance to Vehicle in Front (P) NP NA  
 Covering Brakes at Intersection (P) NP NA

**Lane Use, Lane Changes, & Position**  
 Position in Center of Lane (P) NP NA  
 Position 3'-12" from Curb (P) NP NA  
 Position 4' from Curb (P) NP NA

Trainee Signature: [Signature]

Trainer Signature: [Signature]

## Annual Evaluation

**Lane Use, Lane Changes, & Position - Cont'd**  
 Check Mirror before Moving (P) NP NA  
 Signal in Advance of Lane Change (P) NP NA  
 Signal before Return to Lane (P) NP NA  
 Merge Smoothly (P) NP NA

**Turns**  
 Change of Lane (P) NP NA  
 Check Mirror before Signaling (P) NP NA  
 Signal in Advance of Turn (P) NP NA  
 Set up Properly before Turn (P) NP NA  
 Rock and Roll (P) NP NA  
 Check Blind Spots before Turning (P) NP NA  
 Use Hand-Over-Hand Method (P) NP NA  
 Monitor Tail Swing (P) NP NA  
 Return Hands to 9-3 or 10-2 (P) NP NA

**Intersections**  
 Survey before Entering (P) NP NA  
 Speed in Intersections (P) NP NA  
 Cover the Brakes (P) NP NA  
 Keep Head and Eyes Moving (P) NP NA  
 Rock and Roll (P) NP NA  
 Ensure Intersection is Clear (P) NP NA  
 Observe Signs and Signals (P) NP NA  
 Yield to Pedestrian (P) NP NA  
 Yield Right of Way (P) NP NA

**Backing**  
 Mirror Use and Adjustment (P) NP NA  
 Straight-Line Method (P) NP NA  
 Weaving Method (P) NP NA  
 Alley Dock (P) NP NA  
 Parallel Parking (P) NP NA

**Highway / Expressway Driving**  
 Observe Sign and Signal (P) NP NA  
 Check Mirror (P) NP NA  
 Signal Properly (P) NP NA  
 Set up for Gaps in Traffic / Merging (P) NP NA  
 Merge Smoothly (P) NP NA  
 Observe Speed Limit (P) NP NA

**Urban Driving**  
 Observe Sign and Signal (P) NP NA  
 Check Mirror (P) NP NA  
 Signal Properly (P) NP NA  
 Observe Speed Limit (P) NP NA  
 Unimproved Road (P) NP NA

**Mountain Driving**  
 Observe Sign and Signal (P) NP NA  
 Check Mirror and Gaps (P) NP NA  
 Signal Properly (P) NP NA  
 Observe Appropriate Speed (P) NP NA  
 Brake Usage (P) NP NA

**Basic Lane Changes / Turns**  
 Signal Properly (P) NP NA  
 Check Mirror (P) NP NA  
 Use Proper Pull Method (P) NP NA  
 Approaches Curve at Proper Speed (P) NP NA  
 Positions Vehicle for Curve (P) NP NA  
 Maintain Position in Curve (P) NP NA  
 Select Proper Lane before Hill (P) NP NA  
 Slow Slightly Approaching Crest (P) NP NA  
 Use Correct Gear/Downhill (P) NP NA  
 Accelerate Properly before Hill (P) NP NA

**Right of Way**  
 Use High Beams Properly (P) NP NA  
 Light Blindness (P) NP NA  
 Look to Road Edge (P) NP NA

**Reduced Visibility**  
 Mirror Use (P) NP NA  
 Signal Use (P) NP NA  
 Position After Stop (P) NP NA  
 Look to Lane and Lanes (P) NP NA  
 Merge into Traffic Slowly (P) NP NA  
 Open Passenger Door (P) NP NA

**Handle Weather Driving**  
 Use Headlights (P) NP NA  
 Use Windshield Wipers (P) NP NA  
 Increase Following Distance (P) NP NA  
 Look for Hazards (P) NP NA  
 Observe Appropriate Speed (P) NP NA

**Narrow Streets & Traffic Circles**  
 Confidently Check Side Clearance (P) NP NA  
 Under 15 MPH on Narrow Street (P) NP NA  
 Check for Traffic Over Shoulder (P) NP NA

Trainee Signature: [Signature]

Trainer Signature: [Signature]

## Other

**Whistle/Hair Lift Operation**  
 Deploys & Stores Lift Properly (P) NP NA  
 Assure Rider when Required (P) NP NA  
 Assure Rider when Required (P) NP NA  
 Assure Rider when Required (P) NP NA

**Approach to Correct Angle**  
 Signal Use (P) NP NA  
 Announce Stops (P) NP NA  
 Stop 3' before Sign (P) NP NA  
 Stop 6'-12' and Parallel (P) NP NA

**Braking and Decelerating Passengers**  
 Mirror Use (P) NP NA  
 Signal Use (P) NP NA  
 Approach to Stop (P) NP NA  
 Position After Stop (P) NP NA  
 Passenger Relations (P) NP NA  
 Door Use (P) NP NA  
 Warn Passengers of Hazards (P) NP NA  
 Interior Mirror Adj. and Use (P) NP NA

**Basic Skills**  
 Lift Use (P) NP NA  
 Mobility Device Requirement (P) NP NA  
 Passenger Requirement (P) NP NA  
 Maintain Physical Contact (P) NP NA  
 Manual Lift Operation (P) NP NA

**Service Area Driving**  
 Complete Identifier Properly (P) NP NA  
 Familiar with Service Area (P) NP NA  
 Times Stop Properly (P) NP NA  
 Aware of Critical Service Points (P) NP NA

**Did trainee/employee pass evaluation?**  
 (Y or N) Y

Does employee require additional training? NO

Date released to revenue service: 7-6-08

00A14-00052

## Wheel Chair Workshop 2007

(New and Refresher Training for all Operators)

☒ I have been trained and understand how to use the Quick Straps.

☒ I have been trained and understand where to find the lift bar.

☒ I have been trained and understand how to manually operate the lift.

☒ I have been trained and understand how to properly secure a wheel chair and scooter.

☒ I have been trained and understand how to perform Door-to-Door Service.

☒ I have been trained and understand the DNLU Policy.

Printed name

JAY FARRALES

Operator Signature

*Jay Farrales*

Date

10-16-07

FARRALES SAFETY 00053

000-00053

00A14-00053



3214 Citizen Ave, North Las Vegas, NV 89032  
Ph 702-636-6790, Fax 702-648-6834

October 4, 2007

To All Operators:

Re: DNLU Sign Off

Attention!

A passenger categorized as a DNLU (Do not Leave Unattended), is never to be left alone. You are to perform a hand-to-hand transfer of all passengers that are a DNLU. That means that you hand that passenger over to someone who is receiving him or her. Do not drop them off and then leave.

Check your manifest to see how many you will for the day, and highlight each DNLU pick-up and drop-off, to remind yourself they are not to be left unattended.

Any employee that does not follow the DNLU policy will be immediately terminated per Article 27 of the Labor Contract.

I have been informed and understand the DNLU Policy. I understand that if I fail to follow this policy, I will be terminated.

Printed Name JAY FARRALES

Signature [Signature] Date 10-16-07

Manager [Signature] Date 10-16-07

FARRALES SAFETY 00054

00Q-00054

00A14-00054

# Laidlaw Transit Services, Inc. - Operator Evaluation Chart

☐ Pre-Training Evaluation

☐ Final Evaluation

☐ Annual Evaluation

☐ Retraining Evaluation

Operator Name: JAY FARRALES

Type Of Vehicle: 1500, 1700, 1400

(1 hour minimum)

☒ Other Wheelchair Clinic

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

Pre-Trip Inspection:

Overall

Seats

Mirrors and Mirror Adj.

DVI Check list

Exterior

Wheelchair Lift - Deployment

Operator's Compartment

Passenger's Compartment

Brakes

Air Brake Test

Hydraulic Brake Test

Hydraulic / Booster Test

Vacuum over Hydraulic

ABS

Transmissions

Understanding

Operation

Application of Defensive Driving Techniques

Aim High in Steering

Get the Big Picture

Keep Your Eyes Moving

Leave Yourself an Out

Make Sure They See You

Steady

Hands at 9/3 or 10-2 Position

Acceleration, Braking, & Stopping Distance

Release Parking Brake

Accelerate in Smoothness

Maintain Speed

Speed Limit Adherence

Initial Brake Depression

Judging Stopping Distance

Distance to Vehicle in Front

Covering Brakes at Intersection

Lane Use, Lane Change, & Passing

Position in Center of Lane

Position 12" from Curb

Position 4" from Curb

Lane Use, Lane Change, & Passing - Cont'd

Check Mirror before Moving

Signals in Advance of Pass

Signals Before Return to Lane

Merges Smoothly

Turning

Choice of Lane

Checks Mirrors Before Signaling

Signals in Advance of Turn

Sets up Properly Before Turn

Rock and Roll

Checks Blind Spots Before Turning

Uses Hand-Over-Hand Method

Monitors Tail Swing

Returns Hands to 9-3 or 10-2

Intersections

Survey Before Entering

Speed Entering Intersections

Covers the Brakes

Keeps Head and Eyes Moving

Rock and Roll

Ensures Intersection is Clear

Obeys Signs and Signals

Yields to Pedestrian

Yields Right of Way

Backing

Mirror Use and Adjustment

Straight Line Method

Weaving Method

Alley Dock

Parallel Parking

Highways / Expressway Driving

Observes Signs and Signals

Checks Mirrors

Signals Properly

Scans for Gaps in Traffic / Merging

Merges Smoothly

Observes Speed Limit

Rural Driving

Observes Signs & Signals

Checks Mirrors

Signals Properly

Observes Speed Limit

Unpaved Roads

Mountain Driving

Observes Signs & Signals

Checks Mirrors and Gauges

Signals Properly

Observes Appropriate Speed

Brake Usage

Passing / Curves / Hills

Signals Properly

Checks Traffic in Lane

Uses Push Pull Method

Approaches Curve at Proper Speed

Positions Vehicle for Curve

Maintains Position in Curve

Selects Proper Lane before Hill

Uses Correct Gear Uphill

Slows Slightly Approaching Crest

Uses Correct Gear Downhill

Applies Proper Brake Pressure

Night Driving

Uses High Beams Properly

Light Blindness, Looks to Road Edge

Railroad Crossing

Mirror Use

Signal Use

Position After Stop

Looks and Listens

Merges Into Traffic Slowly

Opens Passenger Door

Hostile Weather Driving

Uses Headlights

Increases Following Distance

Looks for Hazards

Observes Appropriate Speed

Narrow Streets & Traffic Circles

Continuously Checks Side Clearance

Under 15 MPH on Narrow Streets

Checks for Traffic Over Shoulder

Merges Only When It is Safe

Positions Vehicle in Exit Lane

Looks for Lost / Confused Drivers

Blaze Rack Use

Knows Proper Method of Use

Abile to Clearly Explain Usage

Wheelchair Lift Operations

Deploys & Stows Lift Properly

Assists Rider When Required

Saves Seats

Approaches at Correct Angle

Signal Use

Announces Stops

Stops 3' Before Sign

Stops 6-12" and Parallel

Boarding and Discharging Passengers

Signal Use

Approach to Stop

Position After Stop

Passenger Relations

Door Use

Warns Passengers of Hazards

Interior Mirror Adj. and Use

Paratransit

Lift Use

Mobility Device Securement

Passenger Securement

Maintain Physical Contact

Manual Lift Operation

Service Area Driving

Complete-Maintain Property

Familiar with Service Area

Times Stops Properly

Aware of Critical Service Points

Participants must demonstrate consistent proficiency in critical skills (indicated by bold type). Trainees failing critical areas during final evaluations will return to the DDS Dept. for additional training as required up to a complete BTW review. Employees failing critical areas during annual or retraining evaluations must undergo further skill specific training prior to continuing in or returning to revenue service. Comments are to be made on other side.

Did trainee/employee pass evaluation? (Y or N)

Does employee require additional training? (Y or N)

Date released to revenue service:

10-16

Trainer Signature: [Signature]

000-00055

000-00055

000-00055

000-00055

000-00055

000-00055

000-00055

000-00055

00A14-00055

## Driver Incident Report

Please Print in Black or Blue Ink only

Driver Name: JAY FARRALES Date: 11-19-07

Route: 64871 Vehicle #: 1411

Regarding: LIFT

Was Laidlaw Dispatch Notified (circle one)

☒ Yes

☐ No

I PICKED UP A CLIENT ON A  
WHEELCHAIR, I WENT UP TO LOOK HER  
UP AND WHEN I WAS DONE LOOKING HER  
UP I FORGOT I STILL HAD TO  
LIFT DOWN AND WENT ON AND  
HIT A POLE. I COMPLETELY  
LOST MY ATTENTION ON IT.  
IT HAPPENED AT [REDACTED]

[REDACTED] CLIENTS  
ON BOARD NAME [REDACTED] &  
[REDACTED] THEY ARE OKAY I DID NOT  
NEED MEDICAL ATTENTION, THEY JUST  
WANTED TO GO HOME. IT HAPPENED AT 7/15.

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

*Jay Farrales*

Continue on back if necessary

FARRALES SAFETY 00056  
Continue on back if necessary

00Q-00056

00A14-00056



## Recommended Retraining

Employee Name: FARRALES, JAY

Date of Accident: 11-19-07

Reason for Retraining: LIFT GAT, HIT POST

Recommended Retraining: DVD'S SMITH SYSTEM, SAFETY OVERVIEW, TOO CLOSE FOR COMFORT, 1HR DRIVING WITH BTW

### Actual Retraining Performed:

Date	Start Time	End Time	Detail
11-19-07	1900		DVD'S SMITH SYSTEM, SAFETY OVERVIEW,
		2000	TOO CLOSE FOR COMFORT
11-19-07	2000	2100	1HR DRIVING WITH BTW
TOTAL TIME		2 HR	

Classroom Trainer's Signature: William Smith

Date

11-19-07

BTW Trainer's Signature: William Smith

11-19-07

DDS/Operations Mgr Signature: Margaret

11-29-07

Driver's Signature: Jay Farrales

11-19-07

A copy of this retraining form will be placed in the employee's personnel file.

Project Manager Signature: Allen Fourn

11-29-07

FARRALES SAFETY 00057



Revised 11/1/06  
000-00057

00A14-00057



# Laidlaw Transit Services, Inc. - Operator Evaluation Chart

Operator Name: FAY, ALAN S.

Type of Vehicle: TBD

Date: 11-19-07

Pre-Training Evaluation		Final Evaluation		Annual Evaluation		Retraining Evaluation		Other	
<p><b>Pre-Trip Inspection</b></p> <p>Overall: <input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> NA</p> <p>Seat: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Mirror and Mirror Adj.: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>DVI Check list: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Exterior: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Wheelchair Lift - Deployment: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Operator's Compartment: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Passenger's Compartment: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p>									
<p><b>Blacks</b></p> <p>Air Brake Test: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Hydraulic Brake Test: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Hydraulic/Booster Test: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Vacuum over hydraulic: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>ABS: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p>									
<p><b>Transmissions</b></p> <p>Understanding: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Operation: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p>									
<p><b>Outlets</b></p> <p>Fundamental Driving Tech. and Proc.: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p>									
<p><b>Application of Defensive Driving Techniques</b></p> <p>Air High in Steering: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Get the Big Picture: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Keep Your Eyes Moving: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Leave Yourself an Out: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Make Sure They See You: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p>									
<p><b>Steering</b></p> <p>Hands at 9 and 10-2 position: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p>									
<p><b>Acceleration, Braking &amp; Stopping Distances</b></p> <p>Release Parking Brake: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Acceleration Smoothness: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Maintain Speed: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Speed Limit Adherence: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Initial Brake Depression: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Judging Stopping Distance: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Distance to Vehicle in Front: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Covering Brake at Intersection: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p>									
<p><b>Lane Use, Lane Change, &amp; Passing</b></p> <p>Position in Center of Lane: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Position 6-12 from Curb: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Position 4 from Curb: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p>									
<p><b>Lane Use, Lane Change, &amp; Passing, Cont'd.</b></p> <p>Check Mirror Before Moving: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Signals in Advance of Pass: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Signals Before Return to Lane: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Merge Smoothly: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Turns: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Choice of Lane: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Check Mirror Before Signaling: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Signals in Advance of Turn: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Set up Properly Before Turn: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Rock and Roll: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Check Blind Spot Before Turning: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Use Hand Over Hand Method: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Monitor Tail Swing: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Returns Hands to 9 and 10-2: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Intersections: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Slows Before Entering: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Speed Entering Intersections: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Covers the Brake: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Keeps Head and Eyes Moving: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Rock and Roll: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Establish Intersection as Clear: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Obey Signs and Signals: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Yields to Pedestrian: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Yields Right of Way: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Backing: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Mirror Use and Adjustment: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Straight Line Method: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Weaving Method: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Alley Dock: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Parallel Parking: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Specific Area Condition Driving: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Highways, Expressway Driving: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Observe Signs and Signals: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Check Mirrors: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Signals Properly: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Scan for Space in Traffic: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Merge Smoothly: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Observe Speed Limit: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Build Driving: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Observe Signs and Signals: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Check Mirrors: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Signals Properly: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Observe Speed Limit: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p> <p>Uncovered Road: <input type="checkbox"/> P <input type="checkbox"/> F <input type="checkbox"/> NA</p>									
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## ROAD SUPERVISOR INCIDENT REPORT

DATE OF INCIDENT: 11-19-07

SUPERVISOR NAME: WILLIAM SMITH

REGARDING: DRIVER FARRALES, JAY

WHEN I ARRIVED CLIENTS WERE OFF BUSES  
AND BOARDING THE BUS SHOW DRIVER WAS DRIVING.  
CLIENTS WERE OK, CLIENTS DID NOT WANT  
MEDICAL, MAINTENANCE WAS ON SCEN, THE LIFT  
WAS UP AND LIFT DOORS WERE STRAPPED TOGETHER,  
OPEN ABOUT A FOOT. I WAS ON BUSES WITH MAINT, WHEN  
THEY CHECKED THE INTERLOCK SYSTEM.

INTERLOCK SYSTEM WORKED,

I THINK DRIVER TURNED OFF MASTER SWITCH  
AND NOT THE LIFT SWITCH.

THE LIFT HIT LARGE POLE, NO DAMAGE  
TO POLE, DAMAGE TO LIFT.

RETRAINING STARTED 1900, COMPLETED 2100

SUPERVISOR SIGNATURE: William Smith DATE: 11-19-07

FARRALES SAFETY 00059

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Revised 09/19/2007

000-00059

00A14-00059

## Route Follow Along Evaluation

Driver: Jay Farrales  
Route: 55039

Date: 12-05-07  
Bus: 1794

Time: 1220  
Evaluator: 831

START LOCATION: .....5370 E. Craig Rd. N. Las Vegas

END LOCATION: .....2937 Alexander Rd. N. Las Vegas

Following Distance: (at least 4 seconds).....OK  
Stopping Distance: (½ car length).....OK  
Stops 2ft before stop sign or crosswalk: .....OK

### Turns:

Signals at least 150ft: .....OK  
Makes turn at 3-5 mph: .....OK  
Uses outside lane: .....OK  
Keeps wheels straight while waiting: .....OK  
Turns lane to lane: .....OK

### Intersections:

Did the driver refrain from going through yellow lights? .....Yes  
Did the driver refrain from going through any red lights? .....Yes

### Traveling in Lanes:

On two lane street uses right lane: .....Yes  
Driver travels in center lane when applicable? .....Yes  
Travels on freeway in center lane? .....N/A  
Maintains lane with 6in on left and 12in on right.....Yes

### CUSTOMER P/U and D/O:

Signals to indicate pulling to curb.....Yes  
Pulls six inches from curb.....Yes  
4 ways activated while stopped: .....Yes  
Were flashers turned off before proceeding? .....Yes  
Arrival was within the thirty minute window? .....Yes  
Did the driver exit the seat? .....Yes  
Did the driver stand in the correct position? .....Yes

Comments: There were no shortcomings observed during this evaluation. The driver performed all safety and customer service procedures. Driver remained on time during this observation. This drivers performance was acceptable.

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

Date: 12-09-07

FARRALES SAFETY 00060

00Q-00060

00A14-00060

# Laidlaw Transit Services, Inc. - Operator Evaluation Chart

☐ Pre-Training Evaluation

☐ Final Evaluation

☒ Annual Evaluation

☐ Retaining Evaluation

☐ Other

Operator Name: Joe Fortales

Type of Vehicle: TB0

Date: 4.11.07

## Pre-ride Inspection

Overall ☐ P ☐ F ☐ NA  
 Mirrors and Mirror Adj. ☐ P ☐ F ☐ NA  
 DVI Checklist ☐ P ☐ F ☐ NA  
 Exterior ☐ P ☐ F ☐ NA  
 Wheelchair Lift - Deployment ☐ P ☐ F ☐ NA  
 Operator's Compartment ☐ P ☐ F ☐ NA  
 Passenger's Compartment ☐ P ☐ F ☐ NA

Brakes ☐ P ☐ F ☐ NA  
 Air-Break Test ☐ P ☐ F ☐ NA  
 Hydraulic Brake Test ☐ P ☐ F ☐ NA  
 Vacuum over Hydraulic ☐ P ☐ F ☐ NA  
 ABS ☐ P ☐ F ☐ NA

Transmissions ☐ P ☐ F ☐ NA  
 Understanding ☐ P ☐ F ☐ NA  
 Operation ☐ P ☐ F ☐ NA

Operations ☐ P ☐ F ☐ NA  
 Fundamental Driving Tech. and Proc. ☐ P ☐ F ☐ NA

Application of Defensive Driving Techniques ☐ P ☐ F ☐ NA  
 Aim High in Steering ☐ P ☐ F ☐ NA  
 Get the Big Picture ☐ P ☐ F ☐ NA  
 Keep Your Eyes Moving ☐ P ☐ F ☐ NA  
 Leave Yourself an Out ☐ P ☐ F ☐ NA  
 Make Sure They See You ☐ P ☐ F ☐ NA

Steering ☐ P ☐ F ☐ NA  
 Hands at 9 & 3 or 10 & 2 Position ☐ P ☐ F ☐ NA

Acceleration, Braking & Stopping Distance ☐ P ☐ F ☐ NA  
 Release Parking Brake ☐ P ☐ F ☐ NA  
 Acceleration Smoothness ☐ P ☐ F ☐ NA  
 Maintenance Speed ☐ P ☐ F ☐ NA  
 Speed Limit Adherence ☐ P ☐ F ☐ NA  
 Initial Brake Depression ☐ P ☐ F ☐ NA  
 Judging Stopping Distance ☐ P ☐ F ☐ NA  
 Distance to Vehicle in Front ☐ P ☐ F ☐ NA  
 Covering Brake at Intersection ☐ P ☐ F ☐ NA

Lane Use, Lane Change & Passing ☐ P ☐ F ☐ NA  
 Position in Center of Lane ☐ P ☐ F ☐ NA  
 Position 6-12" from Curb ☐ P ☐ F ☐ NA  
 Position 4' from Curb ☐ P ☐ F ☐ NA

## Lane Use, Lane Change & Passing - Cont'd

Check Mirrors Before Moving ☐ P ☐ F ☐ NA  
 Signals in Advance of Pass ☐ P ☐ F ☐ NA  
 Signals Before Return to Lane ☐ P ☐ F ☐ NA  
 Merges Smoothly ☐ P ☐ F ☐ NA

Turns ☐ P ☐ F ☐ NA  
 Choice of Lane ☐ P ☐ F ☐ NA  
 Checks Mirrors Before Signaling ☐ P ☐ F ☐ NA  
 Signals in Advance of Turn ☐ P ☐ F ☐ NA  
 Sets up Properly Before Turn ☐ P ☐ F ☐ NA  
 Rock and Roll ☐ P ☐ F ☐ NA  
 Checks Blind Spots Before Turning ☐ P ☐ F ☐ NA  
 Uses Hand-Over-Hand Method ☐ P ☐ F ☐ NA  
 Monitor's Tail Swing ☐ P ☐ F ☐ NA  
 Returns Hands to 9-3 or 10-2 ☐ P ☐ F ☐ NA

Intersections ☐ P ☐ F ☐ NA  
 Surveys Before Entering ☐ P ☐ F ☐ NA  
 Speed Entering Intersections ☐ P ☐ F ☐ NA  
 Converts the Brake ☐ P ☐ F ☐ NA  
 Keeps Head and Eyes Moving ☐ P ☐ F ☐ NA  
 Rock and Roll ☐ P ☐ F ☐ NA  
 Ensures Intersection is Clear ☐ P ☐ F ☐ NA  
 Obey's Signs and Signals ☐ P ☐ F ☐ NA  
 Yields to Pedestrian ☐ P ☐ F ☐ NA  
 Yields Right of Way ☐ P ☐ F ☐ NA

Backing ☐ P ☐ F ☐ NA  
 Mirror Use and Adjustment ☐ P ☐ F ☐ NA  
 Straight Line Method ☐ P ☐ F ☐ NA  
 Weaving Method ☐ P ☐ F ☐ NA  
 Alley Dock ☐ P ☐ F ☐ NA  
 Parallel Parking ☐ P ☐ F ☐ NA

Specific Area, Condition Driving ☐ P ☐ F ☐ NA  
 Highway / Expressway Driving ☐ P ☐ F ☐ NA  
 Observes Signs and Signals ☐ P ☐ F ☐ NA  
 Checks Mirrors ☐ P ☐ F ☐ NA  
 Signals Properly ☐ P ☐ F ☐ NA  
 Scans for Gaps in Traffic / Merging ☐ P ☐ F ☐ NA  
 Merges Smoothly ☐ P ☐ F ☐ NA  
 Observes Speed Limit ☐ P ☐ F ☐ NA

Rural Driving ☐ P ☐ F ☐ NA  
 Observes Signs & Signals ☐ P ☐ F ☐ NA  
 Checks Mirrors ☐ P ☐ F ☐ NA  
 Signals Properly ☐ P ☐ F ☐ NA  
 Observes Speed Limit ☐ P ☐ F ☐ NA  
 Unimproved Roads ☐ P ☐ F ☐ NA

Maintaining ☐ P ☐ F ☐ NA  
 Observes Signs & Signals ☐ P ☐ F ☐ NA  
 Checks Mirrors and Gauges ☐ P ☐ F ☐ NA  
 Signals Properly ☐ P ☐ F ☐ NA  
 Observes Appropriate Speed ☐ P ☐ F ☐ NA  
 Brake Usage ☐ P ☐ F ☐ NA

Backing / Curves / Hills ☐ P ☐ F ☐ NA  
 Signals Properly ☐ P ☐ F ☐ NA  
 Checks Traffic in Lane ☐ P ☐ F ☐ NA  
 Uses Push/Pull Method ☐ P ☐ F ☐ NA  
 Approaches Curve at Proper Speed ☐ P ☐ F ☐ NA  
 Maintains Position in Curve ☐ P ☐ F ☐ NA  
 Selects Proper Lane Before Hill ☐ P ☐ F ☐ NA  
 Uses Correct Gear Uphill ☐ P ☐ F ☐ NA  
 Slove Signally Approaching Crest ☐ P ☐ F ☐ NA  
 Uses Correct Gear Downhill ☐ P ☐ F ☐ NA  
 Applies Proper Brake Pressure ☐ P ☐ F ☐ NA

Night Driving ☐ P ☐ F ☐ NA  
 Uses High Beams Properly ☐ P ☐ F ☐ NA  
 Light Blind: looks to Road Edge ☐ P ☐ F ☐ NA

Railroad Crossing ☐ P ☐ F ☐ NA  
 Mirror Use ☐ P ☐ F ☐ NA  
 Signal Use ☐ P ☐ F ☐ NA  
 Position After Stop ☐ P ☐ F ☐ NA  
 Looks and Listens ☐ P ☐ F ☐ NA  
 Merges into Traffic Slowly ☐ P ☐ F ☐ NA  
 Opens Passenger Door ☐ P ☐ F ☐ NA  
 Hostile Weather Driving ☐ P ☐ F ☐ NA  
 Uses Headlights ☐ P ☐ F ☐ NA  
 Uses Windshield Wipers ☐ P ☐ F ☐ NA  
 Increases Following Distance ☐ P ☐ F ☐ NA  
 Looks for Hazards ☐ P ☐ F ☐ NA  
 Observes Appropriate Speed ☐ P ☐ F ☐ NA

## Wheelchair Lift Operations

Deploys & Stows Lift Properly ☐ P ☐ F ☐ NA  
 Assists Rider When Required ☐ P ☐ F ☐ NA  
 Service Stops ☐ P ☐ F ☐ NA  
 Approaches at Correct Angle ☐ P ☐ F ☐ NA  
 Signal Use ☐ P ☐ F ☐ NA  
 Announces Stops ☐ P ☐ F ☐ NA  
 Stops 3' Before Sign ☐ P ☐ F ☐ NA  
 Stops 6-12' and Parallel ☐ P ☐ F ☐ NA

Backing and Discharging Passengers ☐ P ☐ F ☐ NA  
 Mirror Use ☐ P ☐ F ☐ NA  
 Approach to Stop ☐ P ☐ F ☐ NA  
 Position After Stop ☐ P ☐ F ☐ NA  
 Passenger Relations ☐ P ☐ F ☐ NA  
 Door Use ☐ P ☐ F ☐ NA  
 Warns Passengers of Hazards ☐ P ☐ F ☐ NA  
 Interior Mirror Adj. and Use ☐ P ☐ F ☐ NA

Paratransit ☐ P ☐ F ☐ NA  
 Lift Use ☐ P ☐ F ☐ NA  
 Mobility Device Securement ☐ P ☐ F ☐ NA  
 Passenger Securement ☐ P ☐ F ☐ NA  
 Maintain Physical Contact ☐ P ☐ F ☐ NA  
 Manual Lift Operation ☐ P ☐ F ☐ NA

Service Area Driving ☐ P ☐ F ☐ NA  
 Completes Manifest Properly ☐ P ☐ F ☐ NA  
 Familiar with Service Area ☐ P ☐ F ☐ NA  
 Times Stops Properly ☐ P ☐ F ☐ NA  
 Aware of Critical Service Points ☐ P ☐ F ☐ NA

Participants must demonstrate consistent proficiency in critical skills (indicated by bold type).  
 Trainees failing critical areas during final evaluations will return to the DDS Dept. for additional training as required up to a complete 87W review. Employees failing critical areas during annual or retaining evaluations must undergo further skill specific training prior to continuing in or returning to revenue service.

Did trainee/employee pass evaluation (Y or N)? Y

Does employee require additional training? N

Date released to revenue service: 4.11.07

Trainee Signature: [Signature]

Trainer Signature: [Signature]

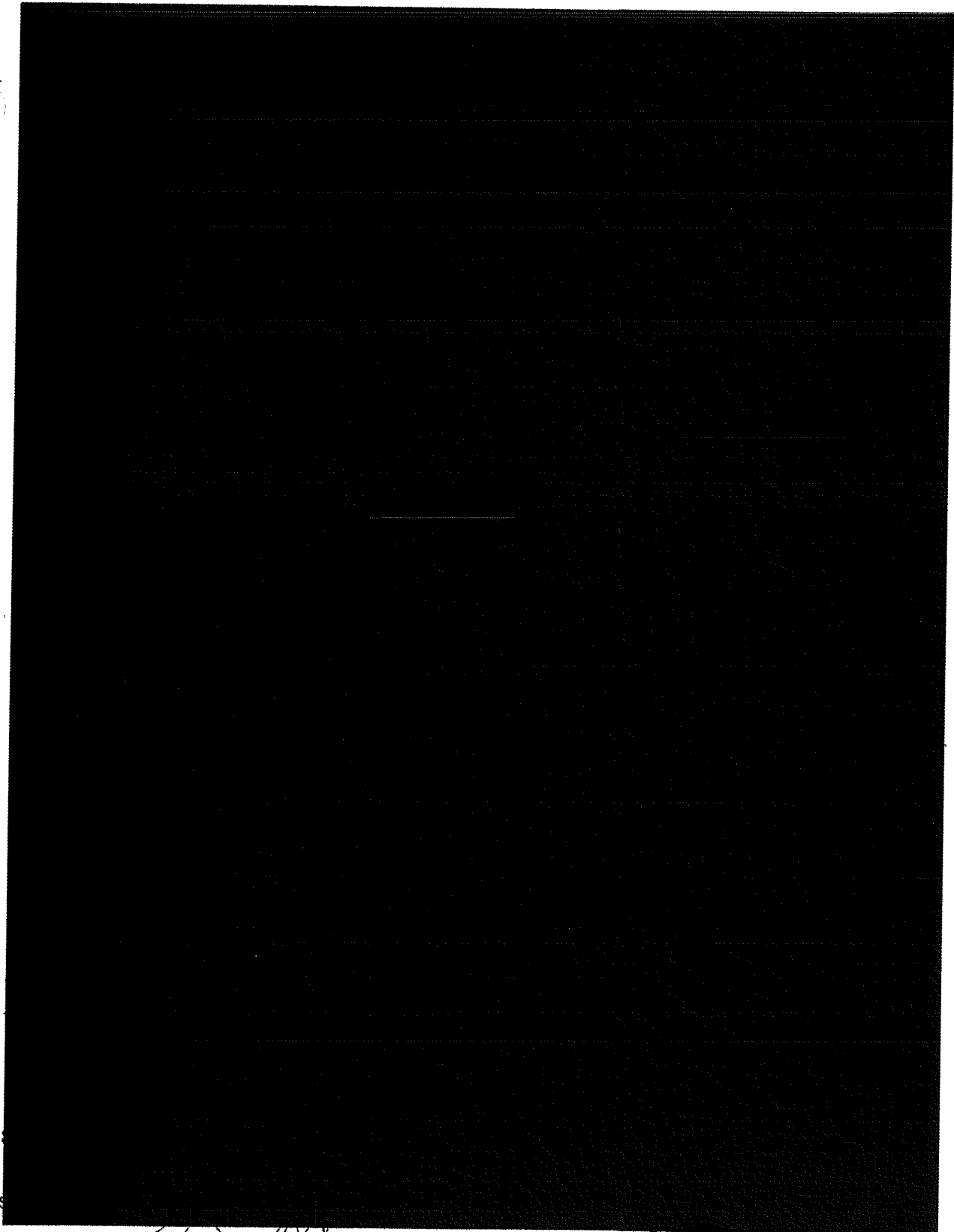
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*Handwritten signature or initials*

FARRALES SAFETY 00063

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Judging  
Disarm  
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Position  
Position  
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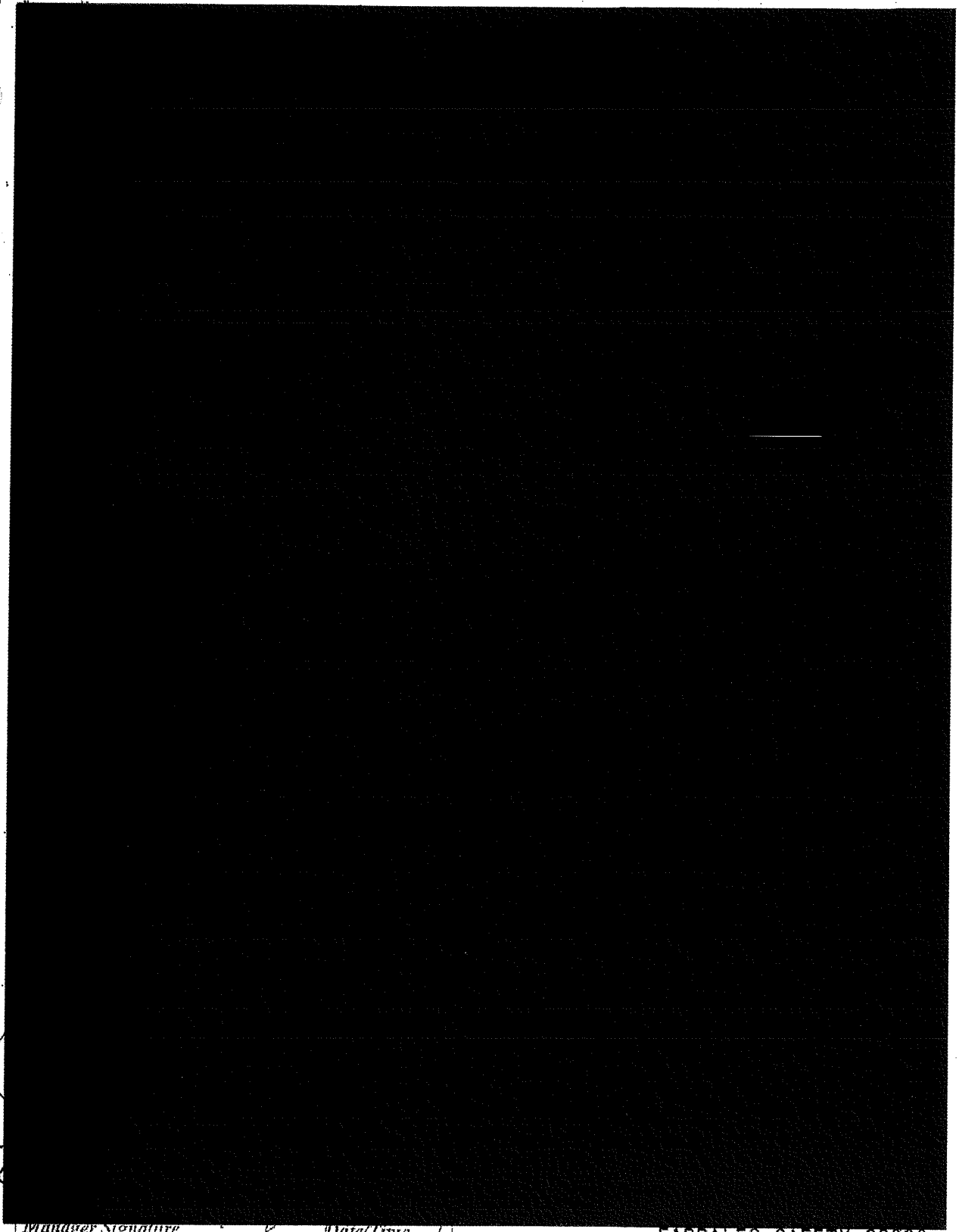
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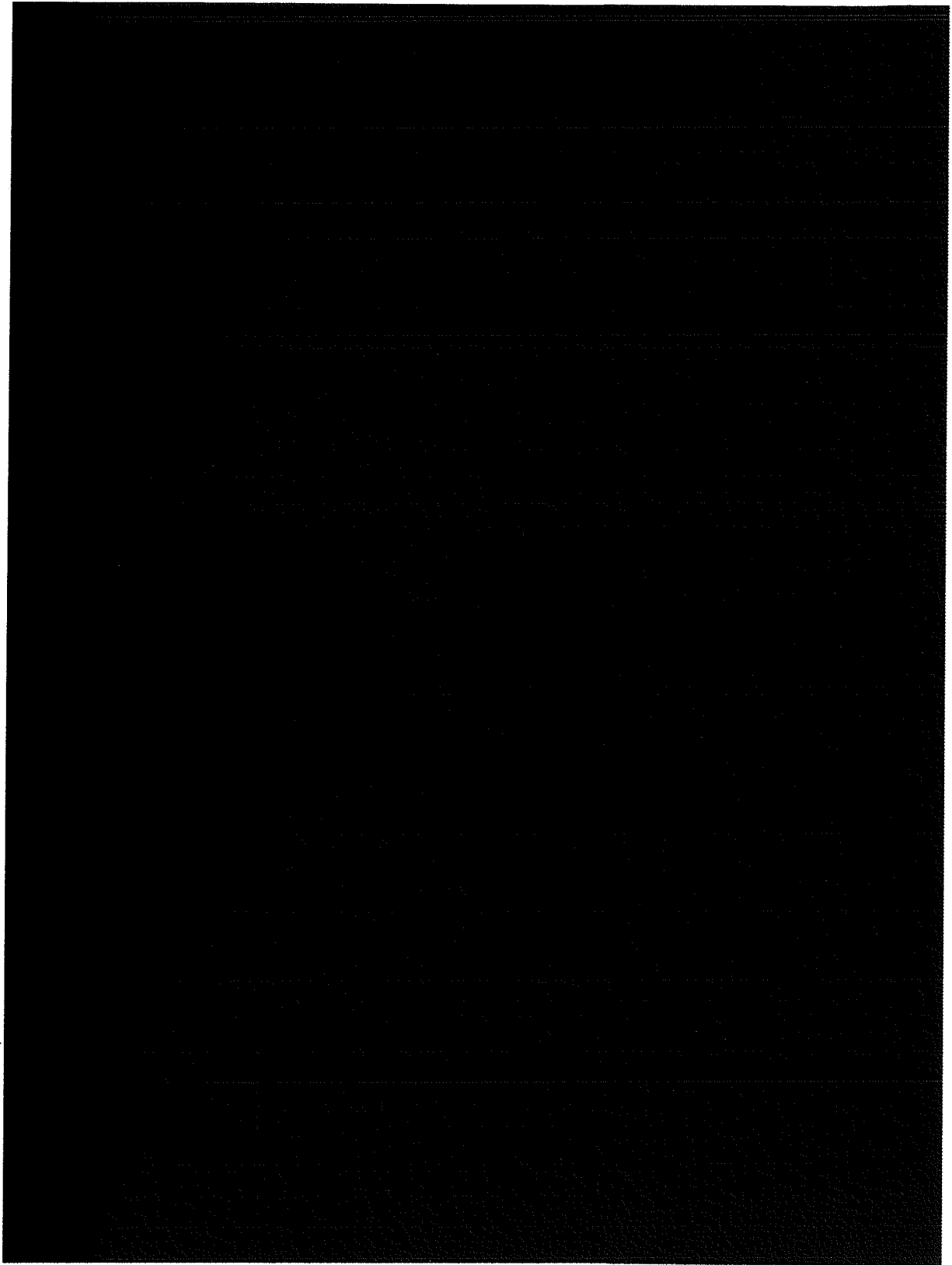
Manager Signature

Date/Time

FARRALES SAFETY 00066

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00A14-00066



FARRALES SAFETY 00067

<https://mail.firstgroupamerica.com/OWA/?ae=Item&t=IPM.Note&id=RzAAAAAzbcFXW...>

00Q-00067

1/9/2013

00A14-00067

Manager Signature

Date/Time

FARRALES SAFETY 00068

000-00068

00A14-00068

## Employee Files Audit Checklist

FIRST  TRANSIT

Employee Name JAY FARRALES Start Date 6-02-06

Location \_\_\_\_\_

Audit Review \_\_\_\_\_ Today's Date \_\_\_\_\_

Items in sections below that are bold must be included within each personnel file. Use this form as an auditing tool or checklist for each employee file to ensure you have the proper documentation in the correct folder(s) and location(s) BEFORE an Audit.

Remember, audited errors in Personnel Files will result in an FGA Internal Audit (IA) rating of "weak" (meaning - failure) rating for your location effective 07/01/2008.

### MEDICAL FILE FOLDER

- ☐ All Physician notes indicating diagnosis / return to work
- ☐ All On-The-Job Injury (OJI) documentation and medical diagnoses should be in the OJI file.
- ☐ All FMLA / STD Approvals, Requests & Diagnoses
- ☐ **Physical Exam Report**

### SAFETY FILE FOLDER

#### Copy of Employment Application

Interview Guide / Candidate Impression Record

#### Background Checking

USIS Background Release Authorization (Part 1 - CRC, MVR/Acc & Emp. History)

USIS Background Release Authorization (Part 2 - DOT D&A- if applicable)

#### Complete & CLEAR CR Background Check

- ☐ **Criminal Check clear, verified discrepancy's**
- ☐ Expanded CDL check, if applicable
- ☐ DOT Accident History (if applicable)
- ☐ DOT Past Drug and Alcohol testing (if applicable)
- ☐ **Employment History, verified discrepancy's**
- ☐ **Current DOT Medical Card or company required equivalent (current and past)**
- ☐ **Motor Vehicle Record**
- ☐ **Current Driver's License copy (properly endorsed)**
- ☐ CDL Recertification / Special Certificate
- ☐ **Certification of Road Test**

#### California Only

- ☐ Proficiency Report - DL170 / ETP
- ☐ **Employer Pull Notice - Driver Copy, State Copy & Sign-off - (Annually or per client)**

FARRALES SAFETY 00069  
Page 2 of 6

# First Transit

3214 CITIZEN AVENUE • NORTH LAS VEGAS • NV • 89032  
TEL 702-636-6790 FAX 702-648-6834

Notice Date: 1/23/08

To: Operators

From: Lamont Brewer, Operations Manager

**AN EXCESSIVE NUMBER OF OPERATORS ARE NOT LOGGING ON TO THE AMDT, THE COMPANY IS BEING ASSESSED LIQUIDATED DAMAGES DUE TO THIS PROBLEM. EVERY OPERATOR THAT HAS A WORKING AMDT MUST LOG ON.**

**WHEN THE AMDT FAILS TO BOOT/REBOOT, GOES DARK, WORKS INTERMITTENTLY, OR HAS ANY PROBLEM, THE OPERATOR MUST FILL OUT A CATCOM REPORT BEFORE LEAVING THE YARD, IF THE AMDT FAILS WHILE IN SERVICE, A CATCOM REPORT MUST BE FILLED OUT WHEN OPERATOR RETURNS TO THE YARD. NO EXCEPTIONS.**

**OPERATORS THAT FAIL TO FOLLOW THIS PROCEDURE WILL BE DISCIPLINED UP TO AND INCLUDING TERMINATION.**

Operator name:

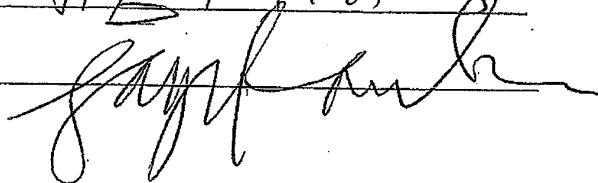
Date:

1-29-09

Printed

JAY FARRALES

Signed



FARRALES SAFETY 00070

## Driver Incident Report

Please Print in Black or Blue Ink only

Driver Name: JAY FARRALES Date: 11-19-07

Route: 64871 Vehicle #: 1411

Regarding: LIFT

Was Laidlaw Dispatch Notified (circle one)

☒ Yes

☐ No

I PICKED UP A CLIENT ON A  
WHEELCHAIR, I WENT UP TO HOOK HER  
UP AND WHEN I WAS DONE HOOKING HER  
UP I FORGOT I STILL HAVE THE  
LIFT DOWN AND I WENT ON AND  
HIT A POLE. I COMPLETELY  
LOST MY ATTENTION ON IT.  
IT HAPPENED AT [REDACTED]

[REDACTED] CLIENTS  
ON BOARD NAMELY [REDACTED] &  
[REDACTED]. THEY ARE OKAY I DID NOT  
NEED MEDICAL ATTENTION, THEY JUST  
WANTED TO GO HOME. IT HAPPENED AT 1715.

Driver Signature:

*Jay Farrales*

Continue on back if necessary

FARRALES SAFETY 00071  
Continue on back if necessary



## Recommended Retraining

Employee Name: FARRALES, JAY

Date of Accident: 11-19-07

Reason for Retraining: LIFT OAT, HIT POST

Recommended Retraining: DVD'S SMITH SYSTEM, SAFETY OVERVIEW, TOO CLOSE FOR COMFORT, 1HR DRIVING WITH BTW

### Actual Retraining Performed:

Date	Start Time	End Time	Detail
11-19-07	1900		DVD'S SMITH SYSTEM, SAFETY OVERVIEW,
		2000	TOO CLOSE FOR COMFORT
11-19-07	2000	2100	1HR DRIVING WITH BTW
TOTAL TIME		2 HR	

Classroom Trainer's Signature: William Smith Date: 11-19-07

BTW Trainer's Signature: William Smith Date: 11-19-07

DDS/Operations Mgr Signature: Margaret Date: 11-29-07

Driver's Signature: Jay Farrales Date: 11-19-07

A copy of this retraining form will be placed in the employee's personnel file.

Project Manager Signature: Allen Fourn Date: 11-29-07



FARRALES SAFETY 00072

Revised 1/1/06

## 519



## ROAD SUPERVISOR INCIDENT REPORT

DATE OF INCIDENT: 11-19-07

SUPERVISOR NAME: WILLIAM SMITH

REGARDING: DRIVER FARRALES, JAY

WHEN I ARRIVED CLIENTS WERE OFF BUS  
AND BOARDING THE BUS SHOW DRIVER WAS DRIVING,  
CLIENTS WERE OK, CLIENTS DID NOT WANT  
MEDICAL, MAINTENANCE WAS ON SCEN, THE LIFT  
WAS UP AND LIFT DOORS WERE STRAPPED TOGETHER,  
OPEN ABOUT A FOOT. I WAS ON BUS WITH MAINT, WHEN  
THEY CHECKED THE INTERLOCK SYSTEM.

INTERLOCK SYSTEM WORKED,

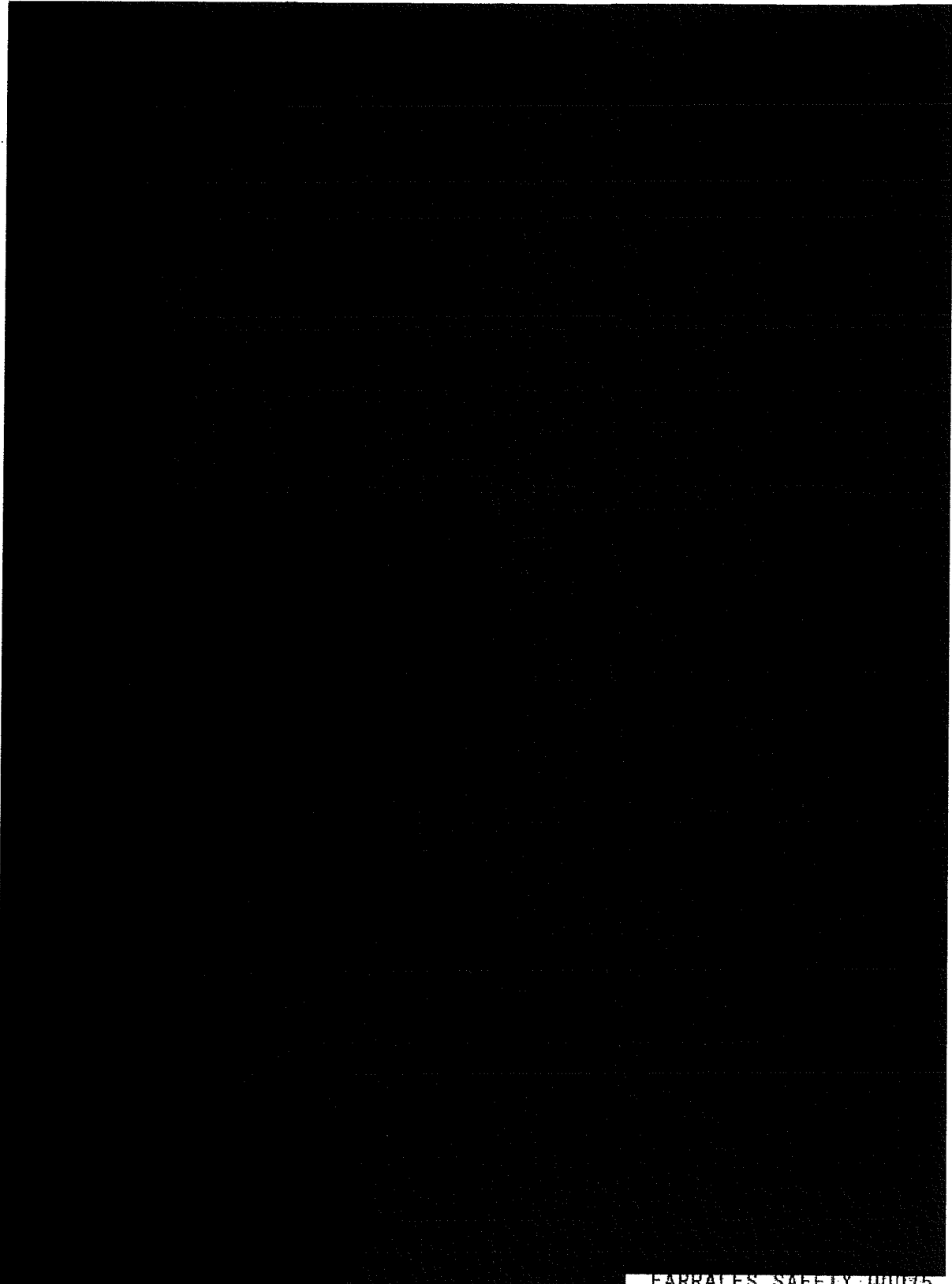
I THINK DRIVER TURNED OFF MASTER SWITCH  
AND NOT THE LIFT SWITCH,

THE LIFT HIT LARGE POLE, NO DAMAGE  
TO POLE, DAMAGE TO LIFT,

RETRAINING STARTED 1900, COMPLETED 2100

SUPERVISOR SIGNATURE: William Smith DATE: 11-19-07

FARRALES SAFETY 00074

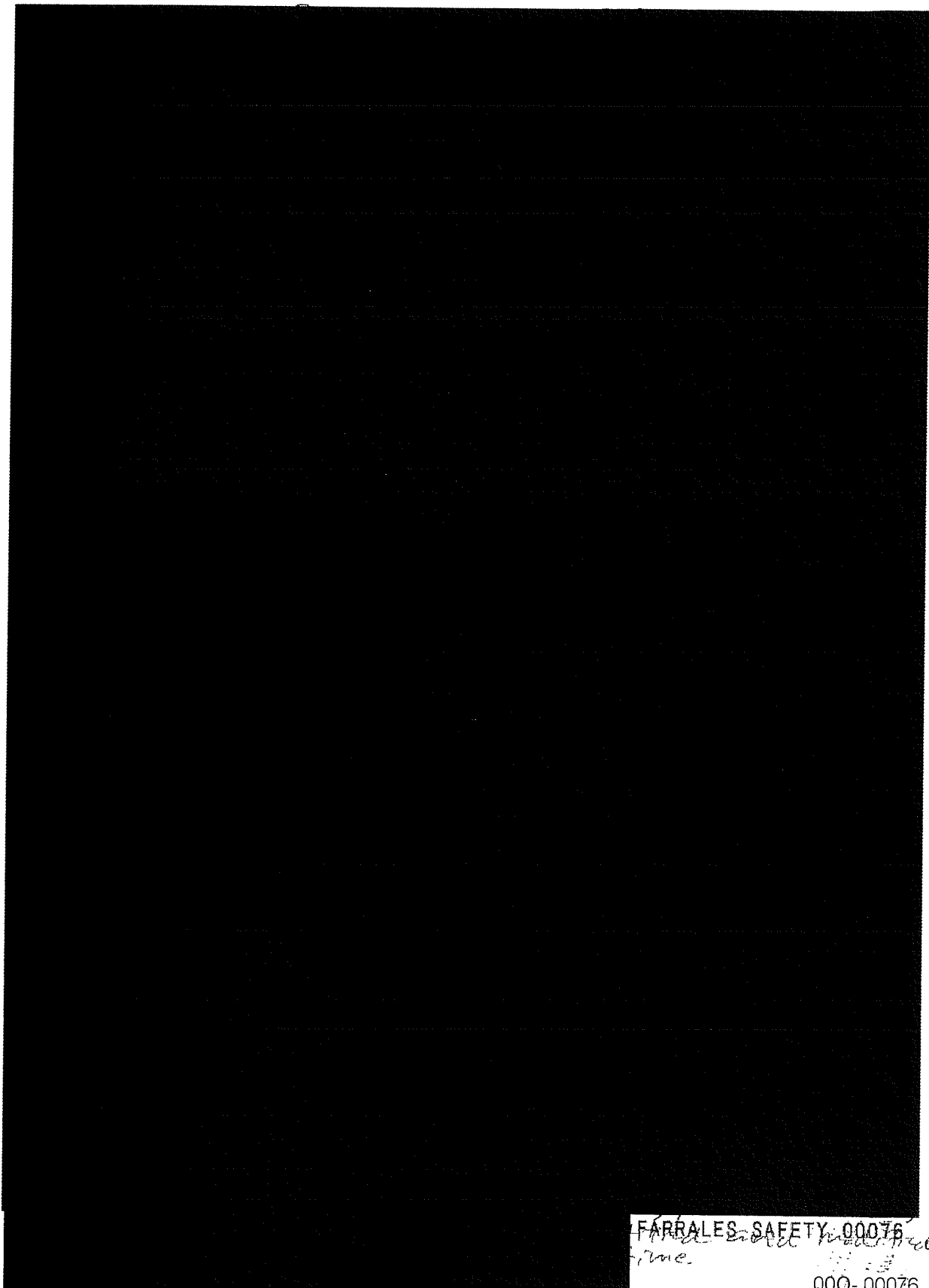


FARRALES SAFETY 00075



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FARRALES SAFETY 00076  
time.

Counseled by:

Reviewed By:

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In the Justice/Municipal Ct: HENDERSON MUNICIPAL COURT		State of Nevada City of Henderson		COURT DR #:	
Def. Type: <input checked="" type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other:		Traffic Misdemeanor Citation/Complaint		<input type="checkbox"/> Evidence Logged <input type="checkbox"/> Arrest	
<input type="checkbox"/> Juvenile <input checked="" type="checkbox"/> Traffic <input type="checkbox"/> Criminal <input type="checkbox"/> Parking <input type="checkbox"/> Accident <input type="checkbox"/> Warning		<input type="checkbox"/> School Zone <input type="checkbox"/> Construction Zone <input type="checkbox"/> Hazmat <input type="checkbox"/> S.T.E.P.		<input checked="" type="checkbox"/> Radar 319 <input type="checkbox"/> Other	
Travel Direction: <input type="checkbox"/> N <input checked="" type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W		Location: GREEN VALLEY PKWY CARNEGIE ST			
Violation Date: 02/03/2011 Violation Time: 10:38		Issue Date: 02/03/2011 Issue Time: 10:38			
Name (Last, First, Middle): FARRALES, JAY, RIVERA					
Address:		SSN:			
City:		State:		Zip Code:	
DOB:	Race: A	Sex: M	Ht: 511	Wt: 216	Hair: BLACK Eyes: BRO
DL/ID/ID:	<input type="checkbox"/> CDL	State: NV	Class: C	Expiration: 2011	Restrict: 1PX Ends: P
Did operator receive following: Commercial Vehicle <input type="checkbox"/> US DOT#: VIN#: JN1CA21D9ST049225					
Vehicle License: KATHYF		License State: NV		Expires: 06/2011	
Year: 1995	Make: NISS	Model: MAXIMA GL		Type: 4D	Color: WHI
Registered Owner: HERMELINA					
Address: 8232 FOWLER FALLS CT					
1. Violation #: 484-361 NOC: 05378 <input checked="" type="checkbox"/> NRS <input type="checkbox"/> H.M.C. <input type="checkbox"/> CFR					
Description: SPEEDING 1-10 OVER LIMIT-M					
Posted Speed: 35		Actual Speed: 47		Bail Amt.: 192 No Bail: <input type="checkbox"/>	
To Wit: Cited Speed: 45					
2. Violation #: NOC: <input type="checkbox"/> NRS <input type="checkbox"/> H.M.C. <input type="checkbox"/> CFR					
Description:					
Posted Speed:		Actual Speed:		Bail Amt.: No Bail: <input type="checkbox"/>	
To Wit: Cited Speed:					
3. Violation #: NOC: <input type="checkbox"/> NRS <input type="checkbox"/> H.M.C. <input type="checkbox"/> CFR					
Description:					
Posted Speed:		Actual Speed:		Bail Amt.: No Bail: <input type="checkbox"/>	
To Wit: Cited Speed:					
4. Violation #: NOC: <input type="checkbox"/> NRS <input type="checkbox"/> H.M.C. <input type="checkbox"/> CFR					
Description:					
Posted Speed:		Actual Speed:		Bail Amt.: No Bail: <input type="checkbox"/>	
To Wit: Cited Speed:					
5. Violation #: NOC: <input type="checkbox"/> NRS <input type="checkbox"/> H.M.C. <input type="checkbox"/> CFR					
Description:					
Posted Speed:		Actual Speed:		Bail Amt.: No Bail: <input type="checkbox"/>	
To Wit: Cited Speed:					

FARRALES SAFETY 00077

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Posted Speed: Actual Speed: Cited Speed:  
To Wit:

I, the undersigned, do hereby enter my waiver of appearance on the complaint of the offense(s) charged on this citation. I understand that I have waived my right to a Trial, that my signature to this plea will have the same force and effect as a Judgment of the Court and this record will be sent to the Licensing Authority of this State (or of the State where I received my license to drive). I do hereby enter a plea of GUILTY to the said offense(s) and WAIVE my rights to a hearing by the court and I further agree to pay the penalty prescribed by my offense(s).		
GEIGER	<i>WAC</i>	1245
Officer/Complainant	Officer/Complainant Signature	ID#

HENDERSON MUNICIPAL COURT  
243 WATER ST, 2ND FLOOR  
HENDERSON NV 89015  
(702)267-3300

You are hereby ordered to appear on: 03/09/2011 Time: 3:00 PM

Without admitting having committed each of the above infractions/offenses, I hereby promise to respond as directed on this notice and waive my right to be taken immediately before a magistrate. (NRS 484.799 and NRS 484.303)	
SIGNATURE <i>X</i>	
Interpreter Needed: <input type="checkbox"/>	Language: _____
Court Mandatory: <input type="checkbox"/>	Total Bail: \$192

Failure to comply with this complaint or future dates relating to this complaint will constitute a separate offense.

#### Court Instructions - Read Carefully

This citation may be disposed of only by the Court having jurisdiction over the alleged offense or by other official action by a Judge of such Court. Any person violating the written promise to appear or to deposit bail as authorized is guilty of a misdemeanor regardless of the disposition of the charge for which such citation was originally issued. Failure to appear in or post bail will result in a warrant being issued for your arrest. A written promise to appear in Court may be complied with by an appearance of Counsel.

#### HENDERSON MUNICIPAL COURT INSTRUCTIONS

1. You must appear at the Court location, date, and time indicated when you wish to plead NOT GUILTY on any charge on this complaint.
2. You must appear at the Court location, date, and time indicated when your citation is marked "Mandatory Appearance".
3. Juvenile offenders (16 or 17 years old) MUST APPEAR with a parent or legal guardian for all traffic offenses at the Court location, date and time place indicated on this citation.
4. If you choose to mail or bring in the TOTAL BAIL amount for the citation, the payment must reach the Court no later than close of business on the scheduled court date.
5. A record of conviction may be forwarded to the Department of Motor Vehicles if you are convicted of a traffic offense. A forfeiture of bail is equal to a conviction.
6. Requests for continuances must be made in person.

Except as noted above, you may comply with this citation by exercising one of the following options:

1. Personally appear at the Court location, date, and time indicated on this citation and enter a plea to the offense(s) charged. Your counsel may appear for you.
2. Sign the plea of guilty below and mail this citation to the Court, along with a cashier's check, money order, or personal check made out to HENDERSON MUNICIPAL COURT in the amount shown in the TOTAL BAIL space located on the bottom right corner of the citation. Be sure to include your citation number to insure the funds are posted to the correct case. To pay in person, bring this citation with you to the Clerk's office, Monday - Thursday 7:45 am to 5 pm.

For more Henderson Municipal Court information on the internet go to:  
<http://www.cityofhenderson.com/muni/php/munibody.php>

**OTHER COURTS:** Contact individual Court directly for instructions.

#### NOTICE TO OUT OF STATE/COUNTRY VIOLATORS

If you live outside of Clark County, you may appear for non-mandatory Court Appearance offenses immediately at the Court designated on the face of citation. If you fail to appear, a notice of your violation will be sent to your home state driver's license department for action and a warrant will be issued for your arrest.

#### APPEARANCE WAIVER AND PLEA OF GUILTY

I, the undersigned, do hereby enter my waiver of appearance on the complaint of the offense(s) charged on this citation. I understand that I have waived my right to a Trial, that my signature to this plea will have the same force and effect as a Judgment of the Court and this record will be sent to the Licensing Authority of this State (or of the State where I received my license to drive). I do hereby enter a plea of GUILTY to the said offense(s) and WAIVE my rights to a hearing by the court and I further agree to pay the penalty prescribed by my offense(s).

Defendant's Signature

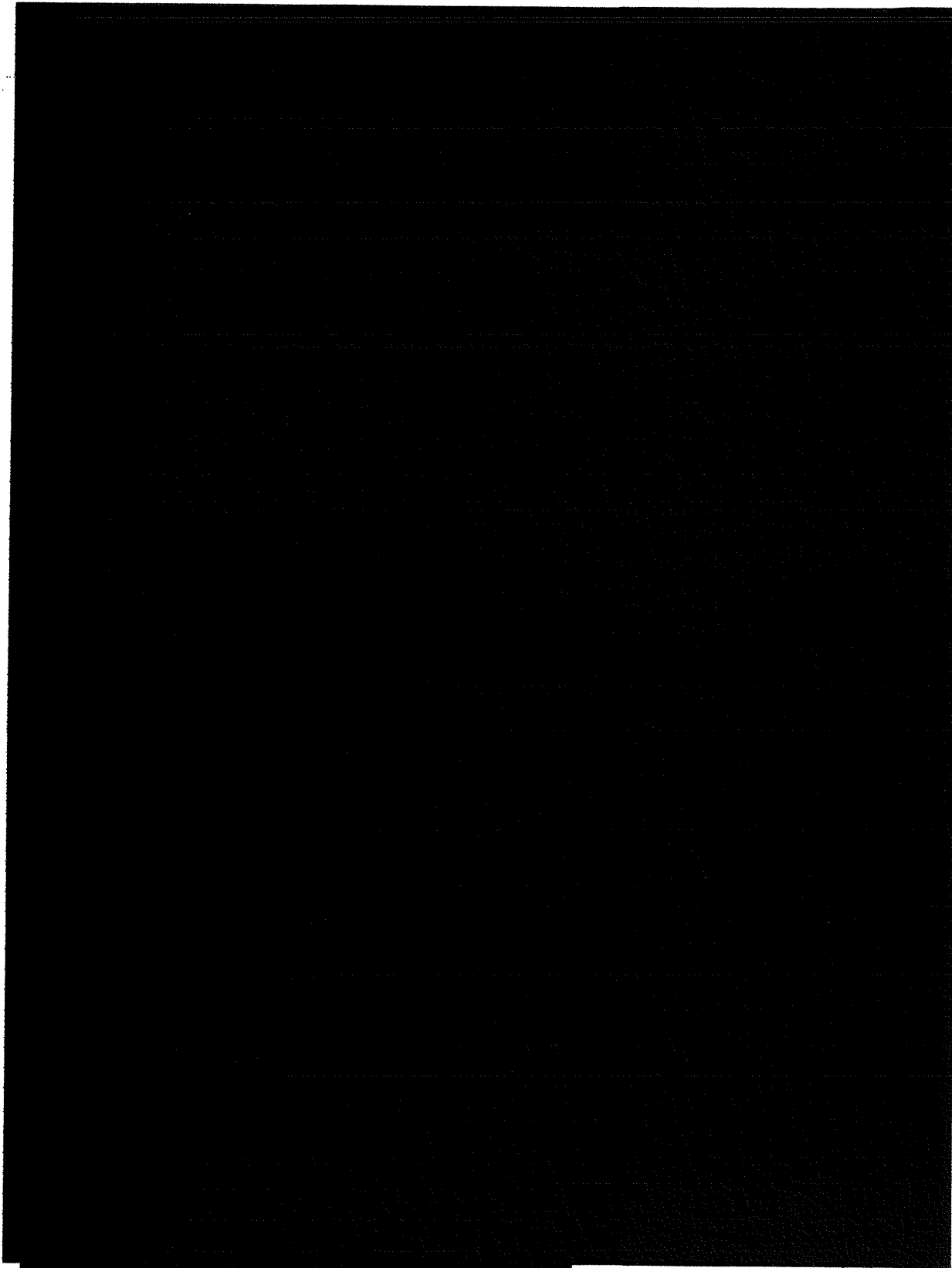
Address

Driver's License Number & State

FARRALES SAFETY 00078

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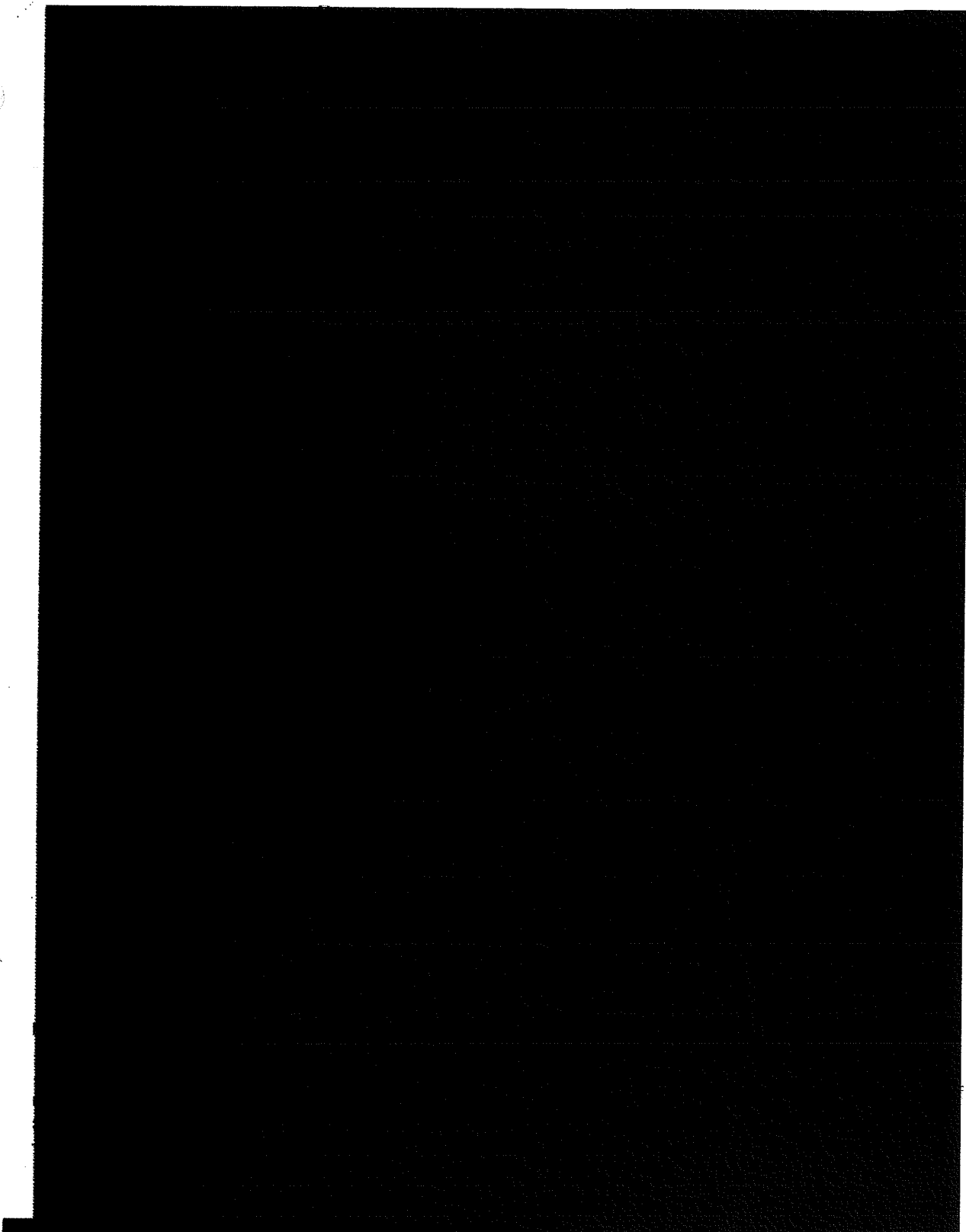


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Trainer: FARRALES SAFETY 00082

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Trainer: **FARRALES SAFETY 00083**

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FARRALES SAFETY 00084

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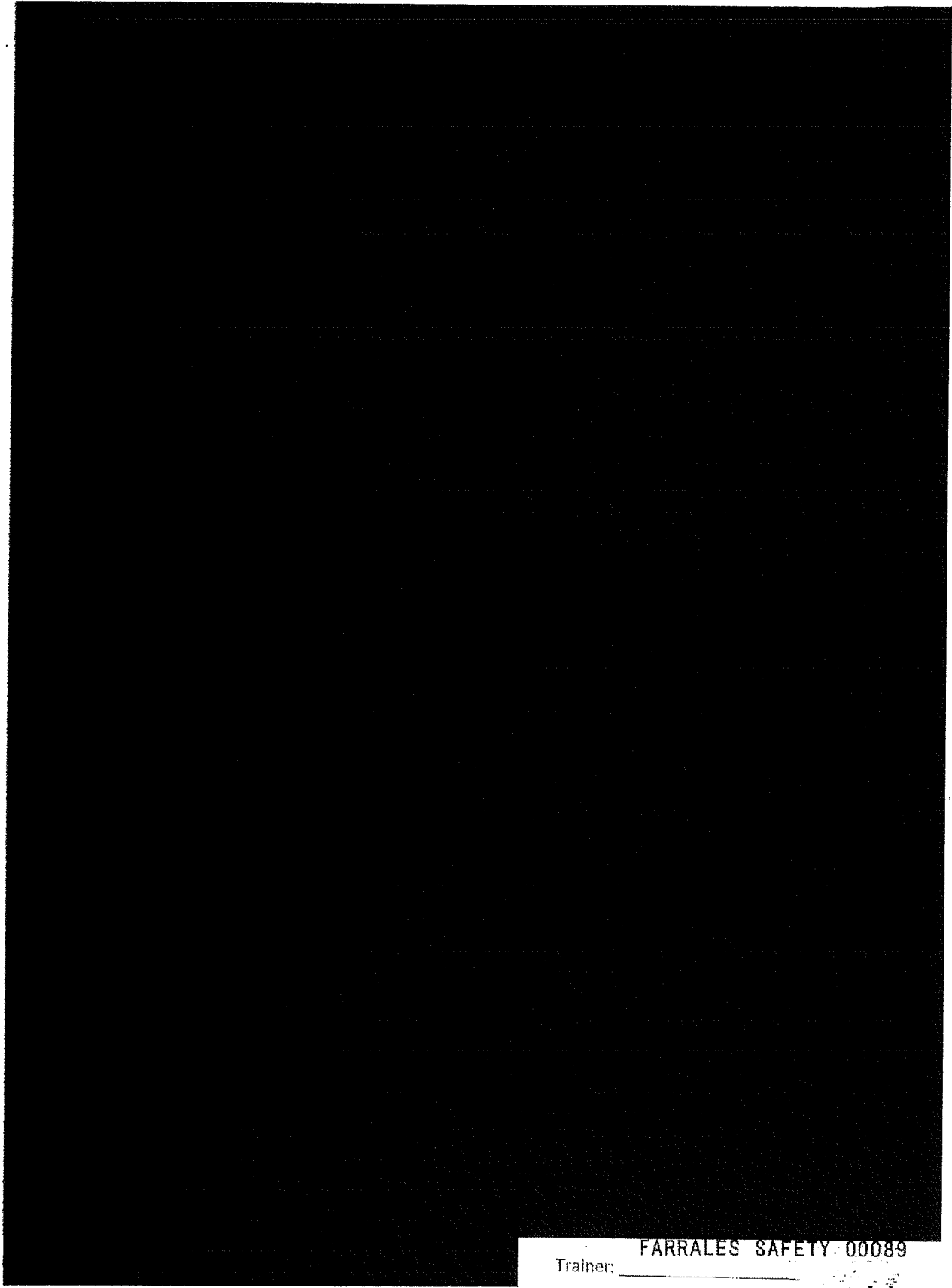
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Trainer: FARRALES SAFETY 00089

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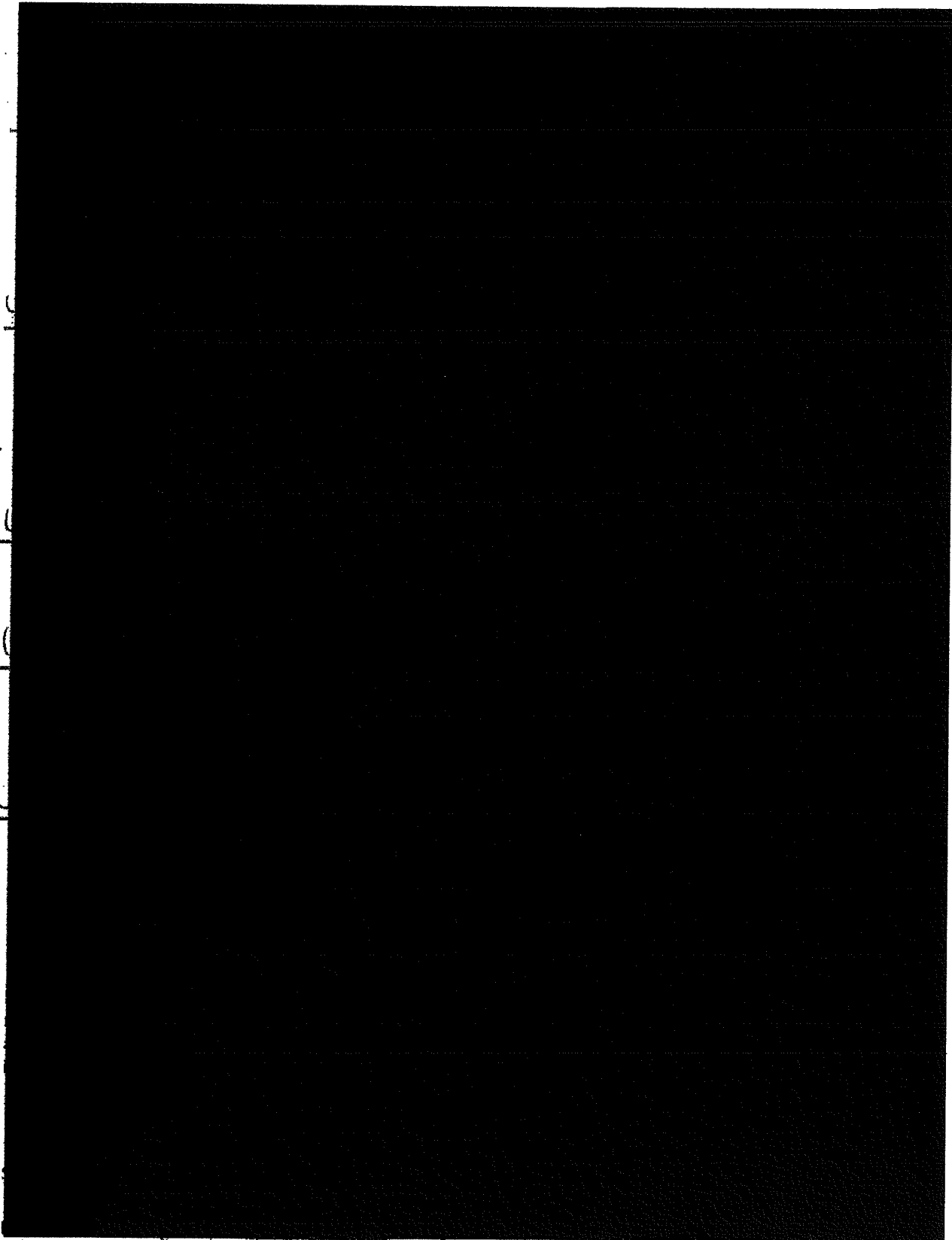
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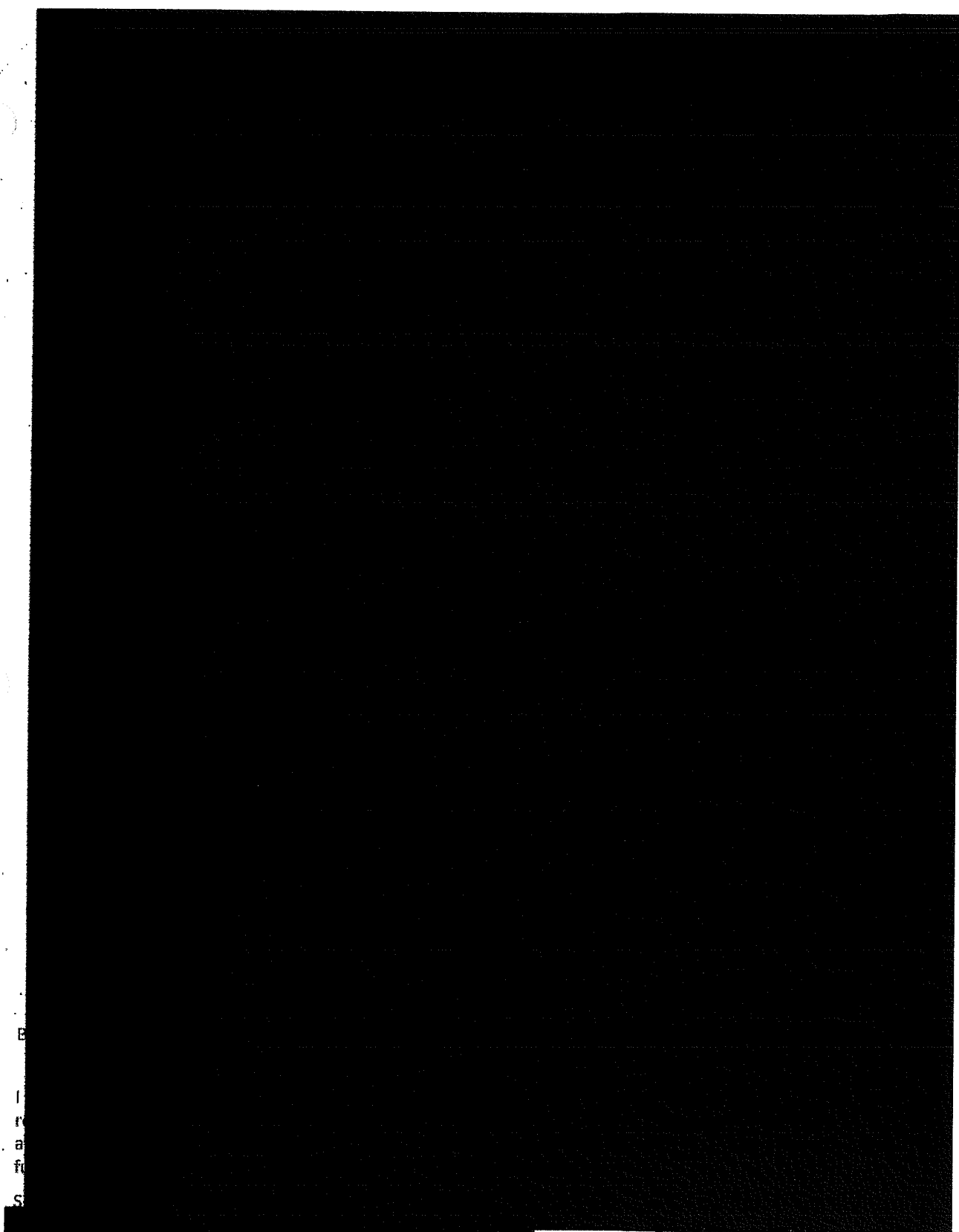
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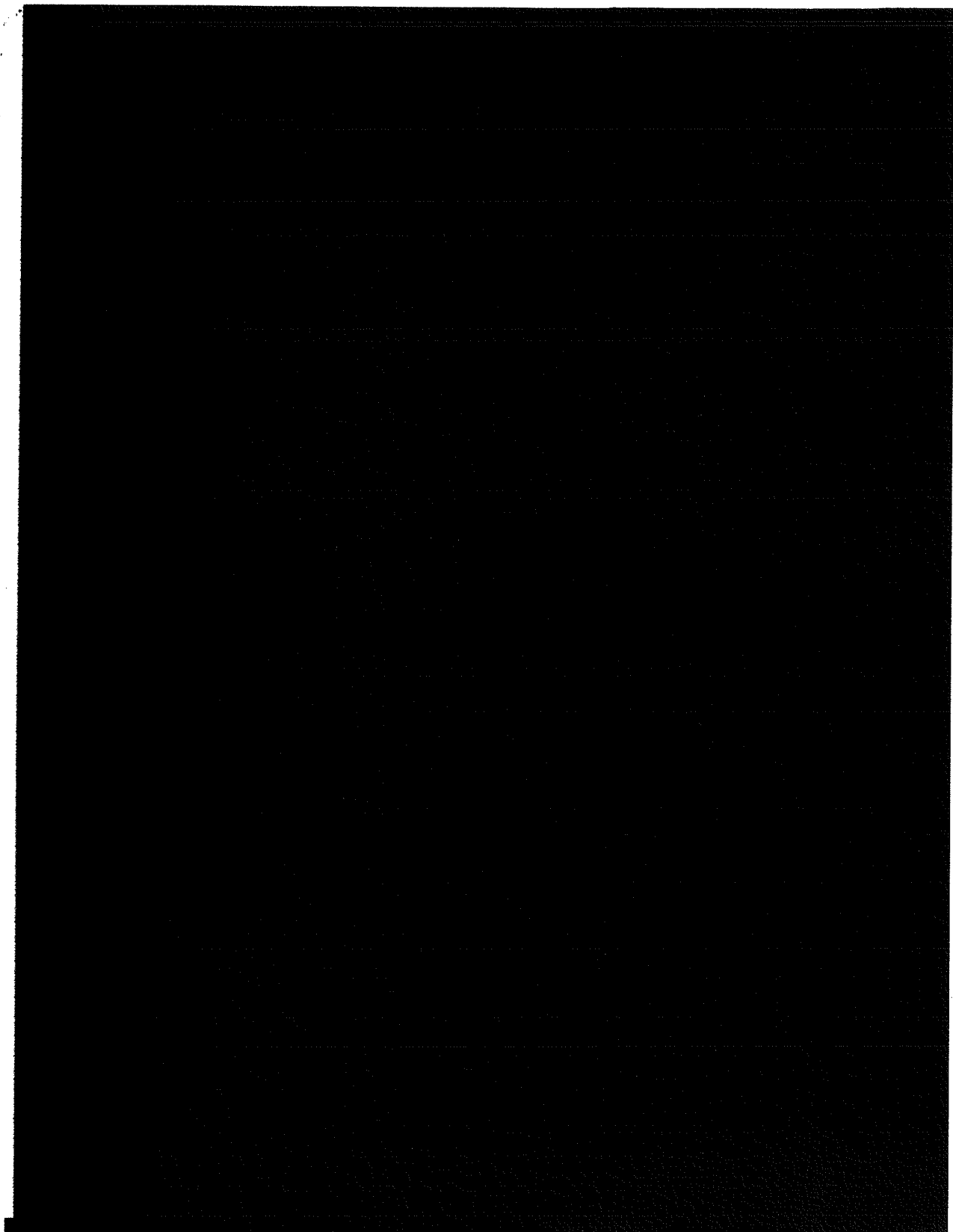
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## **JOINT TRIAL EXHIBIT A15**

Bus Number: ~~1723~~

Run #: 5671

**DNLU COUNT: 1**

Starting Odometer:	100373	Clock In:	280
Ending Odometer:	180687	Clock Out:	140
Operator:	CH. BARNES	Box#:	230
		Bus #:	1790
		Depot In:	1735
		Depot Out:	300

Figure 3

Out of Service	1	Start Time: <u>0802</u> End Time: <u>0112</u>	Odometer
----------------	---	---	----------

End Time: 10 Odometer: \_\_\_\_\_

SE

ID	Name	Address
	300 Riggins Ave	

Start Run 03:00  
SUNSET GARAGE  
5165 W SUNSET RD  
LAS VEGAS

Depot Out : 1  
Odometer: 180573

**Driver's Notes:**

PU 34796 LAS VEGAS

Time	Lat	Long	Alt	Speed	Direction	Remarks
3:45	03:50	04:15				

5275

**Driver's Notes:**

PU 38593

	3:46	03:51	04:16	P.
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2275

**Driver's Notes:**

**DIALYSIS 2450 FIRE MESA ST**

3:45 04:14 04:15

04:15

**Driver's Notes:**

DDO 34786 [REDACTED] LAS VEGAS  
DIALYSIS 653 N TOWN CENTER

04:27 05:00

05-05

**[PTS] PUDO located on East side of Bldg facing Town Center**

Driver's Notes:

RUN# 5671      DATE: 7/29/2011

Page 1 of 5

Printed: 7/29/2011 2:24:44 PM Total: \$5.50

MARKED FOR IDENTIFICATION  
PROPOSED EXHIBIT  
# A.15  
Case No. A682726

PENGAD 800-831-6989

JOINT  
EXHIBIT  
A15  
682726

3-25-16

00A15-00001

ID 43843 Name [REDACTED] Address [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]

Map Coordinates: 863-14  
 Arrival: 4:34 Depart: 4:45  
 Odometer: 180607 Fare Collected: 0

Driver's Notes:

DO 43848 Name [REDACTED] Address [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]

Map Coordinates: 89-14  
 Arrival: 5:14 Depart: 5:14  
 Odometer: 180607 Fare Collected: 0

Driver's Notes:

PU 43843 Name [REDACTED] Address [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]

Map Coordinates: 863-14  
 Arrival: 4:34 Depart: 4:45  
 Odometer: 180607 Fare Collected: 0

Driver's Notes:

DO 43848 Name [REDACTED] Address [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]

Map Coordinates: 89-14  
 Arrival: 5:14 Depart: 5:14  
 Odometer: 180607 Fare Collected: 0

Driver's Notes:

ID 43843 Name [REDACTED] Address [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]

Map Coordinates: 863-14  
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 Odometer: 180607 Fare Collected: 0

Driver's Notes:

DO 43848 Name [REDACTED] Address [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]

Map Coordinates: 89-14  
 Arrival: 5:14 Depart: 5:14  
 Odometer: 180607 Fare Collected: 0

Driver's Notes:

PU 43843 Name [REDACTED] Address [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]

Map Coordinates: 863-14  
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Driver's Notes:

DO 43848 Name [REDACTED] Address [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]

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ID 43843 Name [REDACTED] Address [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]

Map Coordinates: 863-14  
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Driver's Notes:

DO 43848 Name [REDACTED] Address [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]

Map Coordinates: 89-14  
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Driver's Notes:

PU 43843 Name [REDACTED] Address [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]

Map Coordinates: 863-14  
 Arrival: 4:34 Depart: 4:45  
 Odometer: 180607 Fare Collected: 0

Driver's Notes:

DO 43848 Name [REDACTED] Address [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]

Map Coordinates: 89-14  
 Arrival: 5:14 Depart: 5:14  
 Odometer: 180607 Fare Collected: 0

Driver's Notes:



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ID	Name	Address	City	State	Zip	Eq	Codes	Per Amount
DO 23144	PROGRESSIVE CHOICES RIGEL	[REDACTED]	LAS VEGAS					MANIFEST 00004
Driver's Notes:								
DO 48873	CHERNIKOFF, HARVEY	[REDACTED]	LAS VEGAS					
Driver's Notes:								
End Run	SUNSET GARAGE	6185 W SUNSET RD	LAS VEGAS					
Driver's Notes:								

Map Coordinate: 894 A6  
 Arrival: 11:35  
 Depart: 8:01  
 Odometer: 18068

Map Coordinate: 892 A7  
 Arrival: 11:35  
 Depart: 8:01  
 Odometer: 18068

11:35  
 18068  
 BUS TOWED  
 ODOMETER DID NOT CHANGE