NOTICE AND AGENDA OF PUBLIC MEETING

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

8:45 A.M.* OCTOBER 10, 2019

*Approximate start time as the Regional Transportation Commission of Southern Nevada Board of Commissioners meeting will begin immediately following the Clark County Regional Flood Control District Board of Directors meeting.

CLARK COUNTY COMMISSION CHAMBERS
500 S. GRAND CENTRAL PARKWAY
LAS VEGAS, NV  89155
(702) 676-1500

This agenda with full backup is available at the Regional Transportation Commission Administration Building, 600 S. Grand Central Pkwy, Las Vegas, Nevada; the Regional Transportation Commission’s website, http://www.rtsnv.com; or by contacting Marin DuBois at (702) 676-1836.

This MEETING HAS BEEN PROPERLY NOTICED AND POSTED IN THE FOLLOWING LOCATIONS:

Clark County Government Center
500 S. Grand Central Pkwy.
Las Vegas, NV  89155

City of Henderson
Office of the City Clerk
240 Water Street
Henderson, NV 89015

CC Regional Justice Center
200 Lewis Ave.
Las Vegas, NV  89155

RTC
600 S. Grand Central Pkwy.
Las Vegas, NV  89106

RTC website
www.rtsnv.com

Nevada Public Notice
https://notice.nv.gov

BY:
# REGIONAL TRANSPORTATION COMMISSION
## OF SOUTHERN NEVADA
### AGENDA ITEM

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<th><strong>SUBJECT:</strong></th>
<th>CITIZENS PARTICIPATION</th>
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<tr>
<td><strong>PETITIONER:</strong></td>
<td>TINA QUIGLEY, CHIEF EXECUTIVE OFFICER</td>
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<td>REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA</td>
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<tr>
<td><strong>RECOMMENDATION BY PETITIONER:</strong></td>
<td>THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) CONDUCT A COMMENT PERIOD FOR CITIZENS PARTICIPATION</td>
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<td><strong>GOAL:</strong></td>
<td>ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM</td>
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### FISCAL IMPACT:

None

### BACKGROUND:

In accordance with State of Nevada Open Meeting Law, the Regional Transportation Commission of Southern Nevada (RTC) Board of Commissioners shall invite interested persons to make comments. For the initial Citizens Participation, the public should address items on the current agenda. For the final Citizens Participation, interested persons may make comments on matters within the RTC Board of Commissioners’ jurisdiction, but not necessarily on the current agenda.

No action can be taken on any matter discussed under this item, although the RTC Board of Commissioners can direct that it be placed on a future agenda.

Respectfully submitted,

TINA QUIGLEY
Chief Executive Officer

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**RTC Item #1**

**October 10, 2019**

Non-Consent
Items 2 and 5 through 49 are items for possible action. Items 1, 3, 4 and 50 are discussion items and no action can be taken. Please be advised that the Regional Transportation Commission of Southern Nevada has the discretion to take items on the agenda out of order, combine two or more agenda items for consideration, remove an item from the agenda or delay discussion relating to an item on the agenda any time.

1. CONDUCT A COMMENT PERIOD FOR CITIZENS PARTICIPATION: No action can be taken on any matter discussed under this item, although the Commission can direct that it be placed on a future agenda.

2. APPROVE THE AGENDA (FOR POSSIBLE ACTION)

3. RECEIVE THE CHIEF EXECUTIVE OFFICER’S REPORT

4. RECEIVE THE NEVADA DEPARTMENT OF TRANSPORTATION DIRECTOR’S REPORT

CONSENT AGENDA (ITEMS 5 THROUGH 47)
All items marked with asterisks (**) are considered by the Regional Transportation Commission of Southern Nevada to be routine and may be acted upon in one motion. However, the Commission may discuss any consent item individually if requested by a Commission member or a citizen when the consent agenda is considered for approval.

MINUTES

**5. APPROVAL OF MINUTES: Meeting of September 12, 2019 (FOR POSSIBLE ACTION)

METROPOLITAN PLANNING ORGANIZATION

Streets and Highways

**6. APPROVE THE ADDITION OF SECTION 509 "PRE-CAST REINFORCED CONCRETE BOX CULVERTS" TO THE UNIFORM STANDARD SPECIFICATIONS (FOR POSSIBLE ACTION)

**7. APPROVE AMENDMENTS TO THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA POLICIES AND PROCEDURES, CHAPTER 5 “RTCSNV RESPONSIBILITY” (FOR POSSIBLE ACTION)

**8. ADOPT AMENDMENTS TO THE CAPITAL IMPROVEMENTS PROGRAM (FOR POSSIBLE ACTION)
**9.** RECEIVE A REPORT ON THE SUMMARY OF FISCAL ACTIONS RELATED TO THE CAPITAL IMPROVEMENTS PROGRAM (FOR POSSIBLE ACTION)

**10.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT THAT INCLUDES AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR ENGINEERING FOR PROJECT 144AB-FT12; WORKZONE INTELLIGENT TRANSPORTATION SYSTEM PROJECT: FISCAL YEAR 2020 (FOR POSSIBLE ACTION)

**11.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT THAT INCLUDES AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR ENGINEERING AND RIGHT-OF-WAY FOR CLARK COUNTY PROJECT 113E-FT12; FORT APACHE ROAD, WARM SPRINGS ROAD TO TROPICANA AVENUE (FOR POSSIBLE ACTION)

**12.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3 TO INCREASE FUNDING THAT INCLUDES AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR ENGINEERING, RIGHT-OF-WAY AND CONSTRUCTION FOR CLARK COUNTY PROJECT 113C-FT12; FORT APACHE ROAD, ALEXANDER ROAD TO CC-215 (FOR POSSIBLE ACTION)

**13.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 TO INCREASE FUNDING THAT INCLUDES AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR ENGINEERING FOR CLARK COUNTY PROJECT 113D-FT12; FORT APACHE ROAD, BLUE DIAMOND ROAD TO WARM SPRINGS ROAD (FOR POSSIBLE ACTION)

**14.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT THAT INCLUDES AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CONSTRUCTION FOR CITY OF LAS VEGAS PROJECT 179B-FT12; 6TH STREET, BRIDGER AVENUE TO STEWART AVENUE (FOR POSSIBLE ACTION)

**15.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT THAT INCLUDES AN AUTHORIZATION TO PROCEED FROM MOTOR VEHICLE FUEL TAX FUNDS FOR ENGINEERING FOR CITY OF LAS VEGAS PROJECT 135AE-MVFT; ARTERIAL RECONSTRUCTION: FISCAL YEAR 2020 CITY OF LAS VEGAS MAINTENANCE (FOR POSSIBLE ACTION)

**16.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3 TO INCREASE FUNDING THAT INCLUDES AN AUTHORIZATION TO PROCEED FOR ENGINEERING AND CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 135Z-FT12; CITY OF LAS VEGAS ARTERIAL RECONSTRUCTION PROGRAM – PACKAGE 6 (FOR POSSIBLE ACTION)

**17.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 TO INCREASE PROJECT FUNDING THAT INCLUDES AN AUTHORIZATION TO PROCEED FOR ENGINEERING FROM FUEL REVENUE
**18.** Approve and authorize the Chairman to sign supplemental interlocal contract No. 3 to increase project funding that includes an authorization to proceed for engineering and construction from fuel revenue indexing extension funds for City of Las Vegas Project 208A-FTI2; Fremont Street, Las Vegas Boulevard to Eastern Avenue multi-modal improvements (for possible action)

**19.** Approve and authorize the Chairman to sign supplemental interlocal contract No. 10 to increase project funding that includes an authorization to proceed for engineering, right-of-way and construction from Motor Vehicle Fuel Tax funds for City of Las Vegas Project 051M-MVFT; Lamb Boulevard/Charleston Boulevard traffic improvements (for possible action)

**20.** Approve and authorize the Chairman to sign supplemental interlocal contract No. 1 to increase project funding that includes an authorization to proceed for engineering, right-of-way and construction from Question 10 funds for City of Las Vegas Project 215A-Q10; CC-215 Beltway Trail, Centennial Parkway to Decatur Boulevard (for possible action)

**21.** Approve and authorize the Chairman to sign the interlocal contract that includes an authorization to proceed from fuel revenue indexing extension funds for engineering and right-of-way for City of North Las Vegas Project 089N-FTI2; Las Vegas Boulevard, Tonopah Avenue to Carey Avenue (for possible action)

**22.** Approve and authorize the Chairman to sign the interlocal contract that includes an authorization to proceed from fuel revenue indexing extension funds for engineering and right-of-way for City of North Las Vegas Project 232A-FTI2; Civic Center Drive; Carey Avenue to Cheyenne Avenue (for possible action)

**23.** Approve and authorize the Chairman to sign the interlocal contract that includes an authorization to proceed from Question 10 funds for construction for City of Henderson Project 190K-Q10; Anthem Rose Trail and Pedestrian Bridge (for possible action)

**24.** Approve and authorize the Chairman to sign the interlocal contract that includes an authorization to proceed from Motor Vehicle Fuel Tax Direct Distribution funds for engineering and construction for City of Boulder City Project 175T-MVFT; Neighborhood Rehabilitation; Fiscal Year 2020 City of Boulder City Maintenance (for possible action)

**25.** Approve and authorize the Chairman to sign the interlocal contract and approve an authorization to proceed from Motor Vehicle Fuel Tax Direct Distribution funds for engineering for City
**26.** RECEIVE A REPORT ON THE RECOMMENDATION FOR BEST BID FOR CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF HENDERSON PROJECT 111B-FTI2; BERMUDA ROAD, VOLUNTEER BOULEVARD TO ST. ROSE PARKWAY (FOR POSSIBLE ACTION)

**27.** RECEIVE A REPORT ON THE RECOMMENDATION FOR BEST BID FOR CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF HENDERSON PROJECT 192C-FTI2; SUNRIDGE HEIGHTS PARKWAY, EXECUTIVE AIRPORT DRIVE TO BERMUDA ROAD (FOR POSSIBLE ACTION)

**28.** RECEIVE A REPORT ON THE RECOMMENDATION FOR BEST BID FOR CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CITY OF LAS VEGAS PROJECT 009P-MVFT; CHARLESTON BOULEVARD AND DURANGO DRIVE INTERSECTION IMPROVEMENTS (FOR POSSIBLE ACTION)

**29.** RECEIVE A REPORT ON THE RECOMMENDATION FOR BEST BID FOR CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CITY OF HENDERSON PROJECT 135AD-MVFT; ARTERIAL RECONSTRUCTION: 2019 EASTERN AVENUE AND JEFFREYS STREET (FOR POSSIBLE ACTION)

**30.** APPROVE THE FINAL REPORT FOR CLARK COUNTY PROJECT 142R2-MVFT; ENTITY NON-PROJECT SPECIFIC EXPENSES, FISCAL YEAR 2019 (FOR POSSIBLE ACTION)

**31.** RECEIVE NOTIFICATION THAT THE MONTHLY CAPITAL PROJECT TRACKING REPORT AND THE UNIFIED PLANNING WORK PROGRAM PROJECT ACTIVITY STATUS REPORT HAVE BEEN POSTED TO THE RTC’S WEBSITE (FOR POSSIBLE ACTION)

**32.** RECEIVE NOTIFICATION OF ADMINISTRATIVE MODIFICATIONS CLARK 19-08, 10, 11, 14, 16, 18 AND 19 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN (FOR POSSIBLE ACTION)

**33.** APPROVE AMENDMENT CLARK 19-23 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN (FOR POSSIBLE ACTION)

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**ADMINISTRATION AND FINANCE**

**Purchasing**

**34.** APPROVE AMENDMENT NO. 01 TO CONTRACT 16-084, MANAGEMENT AND OPERATIONS OF THE COMMUTER BIKE CENTER, WITH ESCAPE ADVENTURES, INC. TO INCREASE FUNDING BY $30,000.00, FOR A REVISED NOT-TO-EXCEED AMOUNT OF $269,520.00, AND EXTEND THE TERM OF THE CONTRACT TO NOVEMBER 30, 2019, AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)
**35. APPROVE AMENDMENT NO. 2 TO CONTRACT 19-033, AUTOMATED CONE DETECTION PILOT, WITH NEXAR, INC. FOR THE NOT-TO-EXCEED AMOUNT OF $525,000.00 FOR THE PERIOD OF JUNE 15, 2019 THROUGH APRIL 14, 2020, PURSUANT TO NEVADA REVISED STATUTES 332.115 (G) AND (H), AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)

**36. RECEIVE A RECOMMENDATION FROM THE EVALUATION COMMITTEE TO SELECT AND AWARD CONTRACT NO. 19-052, GALLERIA LIVABLE CENTERS STUDY PHASE II, TO ASAKURA ROBINSON COMPANY IN THE AMOUNT NOT-TO-EXCEED $249,252.00 FOR 12 MONTHS FROM NOTICE TO PROCEED, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT, OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)

**37. APPROVE CONTRACT NO. 19-058, ADA LOW-FLOOR FLEX-FUEL MINIVANS, BETWEEN THE RTC AND CREATIVE BUS SALES, INC. IN THE AMOUNT NOT-TO-EXCEED $656,419.44 FOR THE BASE ORDER OF 12 MINIVANS, WITH OPTIONS TO PROCURE AN ADDITIONAL 12 MINIVANS FOR THE PERIOD OF FIVE YEARS FROM THE EFFECTIVE DATE OF THE CONTRACT, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT, OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)

**38. RECEIVE A RECOMMENDATION FROM THE EVALUATION COMMITTEE TO SELECT AND AWARD CONTRACT NO. 19-063, CITY OF LAS VEGAS MARYLAND PARKWAY CORRIDOR TRANSIT-ORIENTED DEVELOPMENT PLAN, TO MIG, INC. IN THE AMOUNT NOT-TO-EXCEED $400,000.00 FOR 12 MONTHS FROM NOTICE TO PROCEED, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT, OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)

**39. APPROVE THE RATIFICATION OF SERVICES AGREEMENT NO. 20-018, PARATRANSIT FLEET TURN-OVER INSPECTION, WITH VEHICLE TECHNICAL CONSULTANTS, INC. IN THE NOT-TO-EXCEED AMOUNT OF $98,280.00 FOR THE TERM OF SEPTEMBER 9, 2019 THROUGH JANUARY 31, 2020, AND AUTHORIZE STAFF TO ISSUE A PURCHASE ORDER (FOR POSSIBLE ACTION)

**40. APPROVE AGREEMENT NO. 20-021A, FOR SUPPLY OF DRIVERMATE, VIEWPOINT (PASS) AND TRIPBROKER API APPLICATIONS, WITH TRAPEZE SOFTWARE GROUP, INC. IN THE NOT-TO-EXCEED AMOUNT OF $256,721.00 FOR SOFTWARE AND IMPLEMENTATION SERVICES AND $67,126.00 FOR YEAR ONE MAINTENANCE AND SUBSCRIPTION FOR A TOTAL NOT TO-EXCEED AMOUNT OF $323,847.00 FOR THE TERM OF OCTOBER 11, 2019 THROUGH DECEMBER 29, 2019, PURSUANT TO NEVADA REVISED STATUTE 332.115.1 (H), AND AUTHORIZE THE CHAIRMAN TO SIGN THE AGREEMENT, OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)

**41. APPROVE THE RATIFICATION OF THE PURCHASE ORDER FOR PROJECT NO. 20-022, FOR ANNUAL HARDWARE AND SOFTWARE MAINTENANCE, TO MOTOROLA SOLUTIONS INC. IN THE NOT-TO-EXCEED AMOUNT OF $98,088.00, PURSUANT TO NEVADA REVISED STATUTE 332.115.1 (A), AND AUTHORIZE STAFF TO ISSUE A PURCHASE ORDER (FOR POSSIBLE ACTION)

**42. APPROVE THE DISADVANTAGED BUSINESS ENTERPRISE GOAL FOR FEDERAL
FISCAL YEARS 2020-2022, AND APPROVE, ADOPT AND AUTHORIZE THE CHAIRMAN TO SIGN RESOLUTION NO. 574 FOR THE DISADVANTAGED BUSINESS ENTERPRISE GOAL FOR FEDERAL FISCAL YEARS 2020-2022 (FOR POSSIBLE ACTION)

Finance

**43. APPROVE AND ADOPT THE 2019 REVENUE BOND REQUEST RESOLUTION, RESOLUTION 575, REQUESTING THE BOARD OF CLARK COUNTY COMMISSIONERS ISSUE HIGHWAY IMPROVEMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED SIXTY (60) MILLION DOLLARS FOR THE PURPOSE OF FINANCING TRANSPORTATION IMPROVEMENT PROJECTS, AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)

Human Resources


**45. APPROVE AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO SIGN A RENEWAL AMENDMENT TO THE AGREEMENT WITH THE HEALTH PLAN OF NEVADA, INC. (HPN) EFFECTIVE JANUARY 1, 2020 (FOR POSSIBLE ACTION)

Administration

**46. ACCEPT THE RESIGNATION OF THE CHIEF EXECUTIVE OFFICER (FOR POSSIBLE ACTION)

Government Affairs

**47. ACCEPT STAFF RECOMMENDATIONS FOR APPOINTMENTS TO THE TRANSPORTATION ACCESS ADVISORY COMMITTEE (FOR POSSIBLE ACTION)

**END OF CONSENT AGENDA**

ADMINISTRATION AND FINANCE

Administration

48. DISCUSS THE APPOINTMENT OF OR THE SELECTION PROCESS FOR A CHIEF EXECUTIVE OFFICER AND DIRECT STAFF ACCORDINGLY (FOR POSSIBLE ACTION)
Government Affairs

49. RECEIVE INFORMATION FROM LEGAL COUNSEL REGARDING POTENTIAL AND EXISTING LITIGATION INVOLVING A MATTER OVER WHICH THE RTC HAS SUPERVISION, CONTROL, JURISDICTION, OR ADVISORY POWER AND TO DELIBERATE TOWARD A DECISION ON THE MATTER (Note: This item may be closed to the public pursuant to Nevada Revised Statute 241.015(3)(b)(2) in order to discuss legal matters.) (FOR POSSIBLE ACTION)

CITIZENS PARTICIPATION

50. CONDUCT A COMMENT PERIOD FOR CITIZENS PARTICIPATION: No action can be taken on any matter discussed under this item, although the Commission can direct that it be placed on a future agenda.

During the initial Citizens Participation, any citizen in the audience may address the Board on an item featured on the agenda. During the final Citizens Participation, any citizens in the audience may address the Board on matters within the Board’s jurisdiction, but not necessarily featured on the agenda. No vote can be taken on a matter not listed on the posted agenda; however, the Commission can direct that the matter be placed on a future agenda.

Each citizen must be recognized by the Chair. The citizen is then asked to approach the microphone at the podium, to state his or her name, and to spell the last name for the record. The Chair may limit remarks to three minutes’ duration, if such remarks are disruptive to the meeting or not within the Commission’s jurisdiction.

The Regional Transportation Commission keeps the official record of all proceedings of the meeting. In order to maintain a complete and accurate record, copies of documents used during presentations should be submitted to the Recording Secretary.

The Regional Transportation Commission appreciates the time citizens devote to be involved in this important process.

In compliance with Nevada Revised Statute 241.035(4), the Regional Transportation Commission of Southern Nevada shall create an audio and/or video recording of the meeting and retain such recording(s) for the required period of time.

The meeting room is accessible to the disabled. Assistive listening devices are available for the hearing impaired. A sign language interpreter for the deaf will be made available with 48 hours advance request to the Regional Transportation Commission offices.

Phone: 702-676-1500 TDD: 702-676-1834

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA AGENDA – OCTOBER 10, 2019
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REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: CHIEF EXECUTIVE OFFICER’S REPORT

PETITIONER: TINA QUIGLEY, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC)
RECEIVE THE CHIEF EXECUTIVE OFFICER’S REPORT

GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL
TRANSPORTATION SYSTEM

FISCAL IMPACT:

None

BACKGROUND:

The purpose of this item is to briefly discuss issues of interest to the Regional Transportation Commission of Southern Nevada Board of Commissioners.

Respectfully submitted,

TINA QUIGLEY
Chief Executive Officer

RTC Item #3
October 10, 2019
Non-Consent
# REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

## AGENDA ITEM

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<td><strong>SUBJECT:</strong> NEVADA DEPARTMENT OF TRANSPORTATION DIRECTOR’S REPORT</td>
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<td><strong>PETITIONER:</strong> TINA QUIGLEY, CHIEF EXECUTIVE OFFICER</td>
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<td>REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA</td>
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<td><strong>RECOMMENDATION BY PETITIONER:</strong> THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) RECEIVE THE NEVADA DEPARTMENT OF TRANSPORTATION DIRECTOR’S REPORT</td>
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<td><strong>GOAL:</strong> ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM</td>
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## FISCAL IMPACT:

None

## BACKGROUND:

The purpose of this item is to briefly discuss issues of interest to the Regional Transportation Commission of Southern Nevada.

Respectfully submitted,

TINA QUIGLEY
Chief Executive Officer

**RTC** Item #4

**October 10, 2019**

Non-Consent
CALL TO ORDER
Mr. Larry Brown, Chair, called the meeting to order at 9:00 a.m. in the Commission Chambers of the Clark County Government Center.

MEMBERS PRESENT:
Larry Brown, Chair, Clark County
Isaac Barron, City of North Las Vegas
George Gault, City of Mesquite
Carolyn Goodman, City of Las Vegas
Kiernan McManus, City of Boulder City
Kristina Swallow, Nevada Department of Transportation (ex-officio)

MEMBERS ABSENT:
Debra March, Vice-Chair, City of Henderson
Stavros Anthony, City of Las Vegas
Jim Gibson, Clark County

RTC STAFF:
Tina Quigley, Chief Executive Officer
M.J. Maynard, Deputy Chief Executive Officer
Greg Gilbert, Outside Legal Counsel
John Peñuelas, Jr., Senior Director of Engineering
Aileen Pastor, Advertising and Creative Supervisor
Marin DuBois, Management Analyst
Tyler Horne, Data Analyst
Melissa Muscari, Accounting Clerk

INTERESTED PARTIES:
Patricia Anderson
Fred Brooks
Randy Botzet, Teamsters Local 631
Tom Egan, MV Transportation
Katrina Heineking, Transdev
Cyrus Hojjaty
Robin Kincaid
Catenna Manuel
Nate Peterson, MV Transportation
Norsina Pierce
Herman Ross
Kenneth Taycher

RTC Item #5
October 10, 2019
Consent
INTERESTED PARTIES (CONTINUED):
Joann Thompson
Stephanie Vrsmnick

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<tr>
<td>1. CONDUCT A COMMENT PERIOD FOR CITIZENS PARTICIPATION</td>
<td>Comments: No comments were made.</td>
<td>Motion: No motion was necessary.</td>
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<tr>
<td>2. APPROVE THE AGENDA (FOR POSSIBLE ACTION)</td>
<td>Comments: No comments were made.</td>
<td>Motion: Mayor Carolyn Goodman made a motion to approve the agenda.</td>
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<td>Vote/Summary: 5 Ayes. 0 Nays. The motion carried.</td>
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<td>Ayes: Larry Brown, Isaac Barron, George Gault, Carolyn Goodman, Kiernan McManus</td>
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<td>Nays: None</td>
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<td>Absent: Stavros Anthony, Jim Gibson, Debra March</td>
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<th>**3. RECEIVE THE CHIEF EXECUTIVE OFFICER’S REPORT</th>
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<td>Comments: Following a detailed PowerPoint presentation [attached], Ms. Tina Quigley, Chief Executive Officer for the Regional Transportation Commission of Southern Nevada (RTC), provided the Chief Executive Officer’s Report.</td>
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<td>Recognitions Ms. Quigley began by recognizing two RTC employee Superstars of the Quarter. Ms. Melissa Muscari from the Finance Department was recognized for her rapid response to a fare-collecting software failure and her dedication to improving customer service processes. Mr. Tyler Horne from the Information Technology Department was recognized for his contributions during the RTC’s change of point-of-sale software project.</td>
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<td>Continuing, Ms. Quigley announced the operator recognitions. Mr. Fred Brooks from MV Transportation was recognized for his excellent on-the-job performance and focus on passenger safety. Ms. Catenna Manuel from Keolis was recognized for assistance with a lost child on the bus.</td>
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<td>Clean Energy Summit Next, Ms. Quigley provided a report on the RTC’s Clean Energy Summit, which convened industry experts in order to learn how to plan for a more sustainable future in Nevada. The technology expo showcased eight vendors, seven clean energy vehicles, and had an electric bus pilot demonstration. She noted the strong interest in the event, which exceeded the RTC’s expectations, and showed a video with highlights from the event.</td>
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Departure Announcement
Ms. Quigley announced her impending departure from the RTC. She thanked the RTC Board of Commissioners (Board) members for the opportunity to work with them. She also spoke briefly about the RTC’s internal succession plans, which she noted would need to be approved by the Board, and voiced her support of Ms. M.J. Maynard, Deputy Chief Executive Officer for the RTC, as a potential candidate to replace her.

Mayor Carolyn Goodman thanked Ms. Quigley for her service and wished her luck in her future endeavors. She also commented on Ms. Maynard as a capable potential successor. Councilman George Gault concurred with Mayor Goodman. Mayor Kiernan McManus commended Ms. Quigley on the agency’s work and the advancements she spearheaded. Councilman Isaac Barron highlighted the RTC’s public outreach efforts during the Hispanic Heritage Month. He complimented Ms. Quigley on her leadership, her impact on the RTC as an agency, and her team.

Chair Larry Brown gave a quick overview of the proposed process for Ms. Quigley’s resignation, saying that the formal selection process would be discussed as an agenda item at the October 10, 2019 Board meeting.

Motion:
No motion was necessary.

Vote/Summary:
No vote was taken.

Item:  **4. RECEIVE THE NEVADA DEPARTMENT OF TRANSPORTATION DIRECTOR’S REPORT**

Comments:
Following a detailed PowerPoint presentation [attached], Ms. Kristina Swallow, Director for the Nevada Department of Transportation (NDOT), provided the NDOT Director’s report. Ms. Swallow began by noting that transportation safety will be included in her report from this point on as it is an important topic. She then touched on some data from the state fatalities report. The number of fatalities to date (172) in 2019 decreased by 29 percent compared to the same period in 2018. Unrestrained fatalities in Clark County decreased by 57 percent. Pedestrian fatalities decreased statewide by 4 percent and in Clark County by 14 percent.

Next, Ms. Swallow broke down fuel tax revenue and expenditures by county. She explained that fluctuation on expenditures between counties varied according to scheduled projects. More recently, due to projects such as Project Neon, expenditures were high in Clark County as compared to other counties, but the agency’s goal is to spend equally throughout the state.

Continuing, Ms. Swallow informed the Regional Transportation Commission of Southern Nevada (RTC) Board of Commissioners (Board) that NDOT’s 2020 Annual Work Program (Program) was approved at the NDOT August Board of Directors meeting. She highlighted the following Clark County projects approved as part of the Program: US-95 Northwest Phase 3D/E – final phase, right-of-way acquisition for Interstate-15 (I-15)/Tropicana Avenue, the National Environmental Policy Act (NEPA) process for Interstate-11 (I-11), and mill and surface preservation projects at Nellis Boulevard. She also presented drafts of the 2021, 2022, and 2023 Program. For the 2021 Program, she noted that a shift in expenditures between the counties was due to delayed projects in Washoe County that would begin in 2021. She also discussed proposed amendments to the 2022 and 2023 Programs that would increase the number of projects in Clark County.
To date, Ms. Swallow reported that NDOT has received $14.5 million in FRI funds. In 2019, $9 million of FRI funds were committed to the I-11 Tier 1 NEPA project, and in 2020, $60 million is committed for the US-95 Northwest Phase 3D/E, and $9 million for the Tropicana Avenue right-of-way acquisition project.

Next, Ms. Swallow announced that NDOT hired a consultant to help identify and create the processes to gather the data needed for the implementation of One Nevada Transportation Plan.

In conclusion, Ms. Swallow reminded the Board of the Starr Interchange ribbon cutting scheduled for September 18, 2019.

Mayor Carolyn Goodman congratulated Ms. Swallow on the Starr Interchange project and expressed regret that a previously scheduled City of Las Vegas City Council meeting would preclude city officials from attending the ribbon cutting.

Chair Larry Brown thanked Ms. Swallow for providing information regarding the NDOT expenditures and revenue. He asked for continued communication, discussion, and real-time exchange of information between the agencies and Washoe County in order to ensure that funds are distributed fairly and address regional and state transportation needs.

**Motion:**
No motion was necessary.

**Vote/Summary:**
No vote was taken.

**CONSENT AGENDA (ITEMS 5 THROUGH 52)**

All items marked with asterisks (**) are considered by the Regional Transportation Commission to be routine and may be acted upon in one motion. However, the Regional Transportation Commission may discuss any consent item individually if requested by a Commission member or a citizen when the consent agenda is considered for approval.

**5.** APPROVAL OF MINUTES: Meeting of August 8, 2019 (FOR POSSIBLE ACTION)

**6.** APPROVE NEW UNIFORM STANDARD DRAWING 244.12 “LANE DELINEATION ON 100-FOOT RURAL ROADWAYS IN UNINCORPORATED CLARK COUNTY” (FOR POSSIBLE ACTION)

**7.** ADOPT AMENDMENTS TO THE CAPITAL IMPROVEMENTS PROGRAM (FOR POSSIBLE ACTION)

**8.** RECEIVE A REPORT ON THE SUMMARY OF FISCAL ACTIONS RELATED TO THE CAPITAL IMPROVEMENTS PROGRAM (FOR POSSIBLE ACTION)

**9.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL NO. 2 TO THE INTERLOCAL CONTRACT THAT INCLUDES AN AUTHORIZATION TO PROCEED FOR CONSTRUCTION FROM QUESTION 10 FUNDS FOR PROJECT 158E-Q10; OFF-STREET SHARED USE PATH (TRAIL) MAINTENANCE (FOR POSSIBLE ACTION)

**10.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT THAT INCLUDES AN AUTHORIZATION TO PROCEED FOR ENGINEERING AND RIGHT-OF-WAY FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CLARK COUNTY PROJECT 033S-FT12; JONES BOULEVARD, BLUE DIAMOND ROAD TO WINDMILL LANE (FOR POSSIBLE ACTION)
**11.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT THAT INCLUDES AN AUTHORIZATION TO PROCEED FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FORClark County Project 099D-FTI2; HOLLYWOOD BOULEVARD, LAKE MEAD BOULEVARD TO CHEYENNE AVENUE (FOR POSSIBLE ACTION)

**12.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT THAT INCLUDES AN AUTHORIZATION TO PROCEED FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR Clark County Project 130C-FTI2; HUALAPAI WAY, RUSSELL ROAD TO FLAMINGO ROAD (FOR POSSIBLE ACTION)

**13.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT THAT INCLUDES AN AUTHORIZATION TO PROCEED FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR Clark County Project 188C-FTI2; TROPICAL PARKWAY, DURANGO DRIVE TO CC-215 (FOR POSSIBLE ACTION)

**14.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT THAT INCLUDES AN AUTHORIZATION TO PROCEED FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR Clark County Project 230A-FTI2; ELKHORN ROAD, TENAYA WAY TO JONES BOULEVARD (FOR POSSIBLE ACTION)

**15.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT THAT INCLUDES AN AUTHORIZATION TO PROCEED FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR Clark County Project 231A-FTI2; LINDELL ROAD, ROY HORN WAY TO BADURA AVENUE (FOR POSSIBLE ACTION)

**16.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 TO INCREASE FUNDING THAT INCLUDES AN AUTHORIZATION TO PROCEED FOR CONSTRUCTION, ENGINEERING AND RIGHT-OF-WAY FROM FUEL REVENUE INDEXING FUNDS FOR Clark County Project 006J-FTI; TROPICANA AVENUE, HUALAPAI WAY TO FORT APACHE ROAD (FOR POSSIBLE ACTION)

**17.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 TO INCREASE FUNDING THAT INCLUDES AN AUTHORIZATION TO PROCEED FOR ENGINEERING, RIGHT-OF-WAY AND CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR Clark County Project 113C-FTI2; FORT APACHE ROAD, ALEXANDER ROAD TO CC-215 (FOR POSSIBLE ACTION)

**18.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 TO INCREASE FUNDING THAT INCLUDES AN AUTHORIZATION TO PROCEED FOR ENGINEERING AND CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR Clark County Project 114D-FTI2; SILVERADO RANCH BOULEVARD, JONES BOULEVARD TO DEAN MARTIN DRIVE (FOR POSSIBLE ACTION)

**19.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 THAT INCLUDES AN AUTHORIZATION TO PROCEED FOR ENGINEERING FROM MOTOR VEHICLE FUEL TAX FUNDS FOR Clark County Project 024N-MVFT; PECOS ROAD, OWENS AVENUE TO ALEXANDER ROAD (FOR POSSIBLE ACTION)

**20.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL
| **21.** Approve and authorize the Chairman to sign Supplemental Interlocal Contract No. 4 to extend the project completion date for Clark County Project 070J-Q10; Durango Drive, Blue Diamond Road to Windmill Lane (for possible action) |
| **22.** Approve and authorize the Chairman to sign the Interlocal Contract that includes an authorization to proceed for engineering from fuel revenue indexing extension funds for City of Las Vegas Project 144AC-FTI2; Gomed Project (for possible action) |
| **23.** Approve and authorize the Chairman to sign the Interlocal Contract that includes an authorization to proceed from fuel revenue indexing extension funds for engineering for City of Las Vegas Project 144AD-FTI2; City of Las Vegas Fiber Optic Master Plan – Phase 2 (for possible action) |
| **24.** Approve and authorize the Chairman to sign the Interlocal Contract that includes an authorization to proceed from Motor Vehicle Fuel Tax Funds for Engineering for City of Las Vegas Project 146R-MVFT; City of Las Vegas Citywide Bus Turnouts (for possible action) |
| **25.** Approve and authorize the Chairman to sign Supplemental Interlocal Contract No. 1 to increase funding that includes an authorization to proceed for engineering and construction from Motor Vehicle Fuel Tax Funds for City of Las Vegas Project 009P-MVFT; Charleston Boulevard and Durango Drive Intersection Improvements (for possible action) |
| **26.** Approve and authorize the Chairman to sign Supplemental Interlocal Contract No. 5 to extend the project completion date for City of North Las Vegas Project 173C-FTI; Sawtooth Roadways Improvement Project (for possible action) |
| **27.** Approve and authorize the Chairman to sign Supplemental Interlocal Contract No. 1 to extend the project completion date and reallocate total project funding that includes a revised authorization to proceed for engineering from complete streets funds for City of North Las Vegas Project 191E-CSF; Complete Streets Program – City of North Las Vegas Fiscal Year 2018 (for possible action) |
| **28.** Approve and authorize the Chairman to sign the Interlocal Contract that includes an authorization to proceed from fuel revenue indexing extension funds for construction for City of Henderson Project 171C-FTI2; Water Street North, Sturm Street to Cadence Vista Drive (for possible action) |
| **29.** Approve and authorize the Chairman to sign the Interlocal Contract that includes an authorization to proceed for construction from Motor Vehicle Fuel Tax Funds for City of Henderson Project 135AD-MVFT Arterial Reconstruction: 2019 City of |
| **30.** | **APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT THAT INCLUDES AN AUTHORIZATION TO PROCEED FOR CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CITY OF HENDERSON PROJECT 178S-MVFT; PEDESTRIAN SAFETY UPGRADES PROGRAM FISCAL YEAR 2020 (FOR POSSIBLE ACTION) |
| **31.** | **APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 THAT INCLUDES AN AUTHORIZATION TO PROCEED TO INCREASE PROJECT FUNDS FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF HENDERSON PROJECT 209A-FTI2; HEATHER DRIVE, GREENWAY ROAD TO COLLEGE DRIVE (FOR POSSIBLE ACTION) |
| **32.** | **APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 THAT INCLUDES AN AUTHORIZATION TO PROCEED TO INCREASE PROJECT FUNDS FOR ENGINEERING FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CITY OF HENDERSON PROJECT 199B-MVFT; VIA NOBILA, VIA INSPIRADA TO LAS VEGAS BOULEVARD (FOR POSSIBLE ACTION) |
| **33.** | **APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENT NO. 1 TO THE INTERLOCAL CONTRACT TO EXTEND THE PROJECT COMPLETION DATE FOR CITY OF BOULDER CITY PROJECT 135AA6-MVFT; ARTERIAL RECONSTRUCTION: 2018 CITY OF BOULDER CITY MAINTENANCE (FOR POSSIBLE ACTION) |
| **34.** | **APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENT NO. 1 TO THE INTERLOCAL CONTRACT TO EXTEND THE PROJECT COMPLETION DATE FOR CITY OF BOULDER CITY PROJECT 175N6-MVFT; NEIGHBORHOOD REHABILITATION: 2018 CITY OF BOULDER CITY (FOR POSSIBLE ACTION) |
| **35.** | **APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENT NO. 2 TO THE INTERLOCAL CONTRACT TO EXTEND THE PROJECT COMPLETION DATE FOR CITY OF BOULDER CITY PROJECT 175Q1-MVFT; NEIGHBORHOOD REHABILITATION: 2019 CITY OF BOULDER CITY MAINTENANCE (FOR POSSIBLE ACTION) |
| **36.** | **APPROVE THE FINAL REPORT FOR CITY OF HENDERSON PROJECT 002AC-FTI; EASTERN AVENUE, PECOS RIDGE PARKWAY TO BECKLER DRIVE (FOR POSSIBLE ACTION) |
| **37.** | **APPROVE THE FINAL REPORT FOR CLARK COUNTY PROJECT 089E-FTI; LAS VEGAS BOULEVARD, ST. ROSE PARKWAY TO SILVERADO RANCH BOULEVARD (FOR POSSIBLE ACTION) |
| **38.** | **APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECT 124J-FTI; I-15 FRONTAGE ROAD STUDY, WASHINGTON AVENUE TO LAKE MEAD BOULEVARD (FOR POSSIBLE ACTION) |
| **39.** | **APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECT 135W-FTI2; CITY OF LAS VEGAS ARTERIAL RECONSTRUCTION PROGRAM PACKAGE 4 (FOR POSSIBLE ACTION) |
| **40.** | **APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECT 135W-FTI2; CITY OF LAS VEGAS ARTERIAL RECONSTRUCTION PROGRAM PACKAGE 4 (FOR POSSIBLE ACTION) |
| **41.** | **APPROVE THE FINAL REPORT FOR CITY OF LAS VEGAS PROJECT 086C-MVFT; ARVILLE STREET, CHARLESTON BOULEVARD TO SAHARA AVENUE (FOR POSSIBLE ACTION) |
| **42.** | **APPROVE THE FINAL REPORT FOR CITY OF HENDERSON PROJECT 015N-Q10; |
**43.** RECEIVE NOTIFICATION THAT THE MONTHLY CAPITAL PROJECT TRACKING REPORT AND THE UNIFIED PLANNING WORK PROGRAM PROJECT ACTIVITY STATUS REPORT HAVE BEEN POSTED TO THE RTC’S WEBSITE (FOR POSSIBLE ACTION)

**44.** APPROVE THE OZONE DETERMINATION FOR 2017-2040 REGIONAL TRANSPORTATION PLAN AMENDMENT CLARK 19-12 (FOR POSSIBLE ACTION)

**45.** APPROVE THE STAFF RECOMMENDATION TO EXERCISE THE FISCAL YEAR 2020 PROCUREMENT OPTION UNDER CONTRACT NO. 15-001, CNG FLEET PROCUREMENT – 40/60, BETWEEN THE RTC AND NEW FLYER OF AMERICA, INC. IN THE AMOUNT NOT-TO-EXCEED $26,261,019.40 FOR AN ORDER OF 20 40-FOOT COMPRESSED NATURAL GAS (CNG) BUSES AND 15 60-FOOT CNG BUSES, AND AUTHORIZE STAFF TO ISSUE A REVISED PURCHASE ORDER (FOR POSSIBLE ACTION)

**46.** APPROVE AMENDMENT NO. 3 TO CONTRACT 15-069DS, DESIGN SERVICES FOR THE COMPRESSED NATURAL GAS (CNG) FUELING INFRASTRUCTURE UPGRADES PROJECT, WITH FUEL SOLUTIONS, INC. FOR ADDITIONAL DESIGN SERVICES IN PHASE B, AND INCREASE THE NOT-TO-EXCEED CONTRACT AMOUNT FROM $1,238,126.00 TO $1,466,608.00, AND AUTHORIZE THE CHAIRMAN TO SIGN THE AMENDMENT (FOR POSSIBLE ACTION)

**47.** APPROVE THE STAFF RECOMMENDATION TO EXERCISE THE FISCAL YEAR 2020 PROCUREMENT OPTION UNDER CONTRACT NO. 17-044, COMPRESSED NATURAL GAS (CNG) CUTAWAY PARATRANSIT VEHICLES – 26/31, BETWEEN THE RTC AND RO BUS SALES IN THE AMOUNT NOT-TO-EXCEED $8,912,526.00 FOR AN ORDER OF 72 26-FOOT COMPRESSED NATURAL GAS (CNG) CUTAWAY PARATRANSIT VEHICLES, AND AUTHORIZE STAFF TO ISSUE A PURCHASE ORDER (FOR POSSIBLE ACTION)

**48.** APPROVE AMENDMENT NO. 03 TO CONTRACT 17-050DS, DESIGN SERVICES FOR THE IBMF BUS WASH UPGRADES PROJECT, WITH HDR ENGINEERING, INC. TO ADD ADDITIONAL WORK TO THE SCOPE OF SERVICES, INCREASE FUNDING BY $49,087.10, EXTEND THE TERM OF THE CONTRACT TO JUNE 30, 2020, AND AUTHORIZE THE CHAIRMAN TO SIGN THE AMENDMENT OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)

**49.** APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN COOPERATIVE AGREEMENT NO. 18-039CA (PR322-19-063) FOR A TERM OF ONE YEAR FROM OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020 FOR THE NOT-TO-EXCEED AMOUNT OF $1,371,148.00 BETWEEN THE RTC AND THE STATE OF NEVADA, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, FOR IMPLEMENTATION OF A COMPREHENSIVE EMPLOYEE TRIP REDUCTION/REGIONAL RIDESHARE PROGRAM (FOR POSSIBLE ACTION)

**50.** APPROVE THE AWARD OF BID NO. 19-064, BUS STOP SHELTER LIGHTING EFFICIENCY MAINTENANCE PROJECT, TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, L.L.O. INC., DBA ACME ELECTRIC, IN THE AMOUNT NOT-TO-EXCEED $4,396,867.00, INCLUSIVE OF A $600,343.00 OWNER-CONTROLLED ALLOWANCE AND A $165,000.00 PERMIT ALLOWANCE, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT (FOR POSSIBLE ACTION)

**51.** APPROVE THE AWARD OF BID NO. 20-011, ON-CALL BUS SHELTER REMOVAL AND REPAIR SERVICE, TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, RJP
### Structure, LLC, from Notice to Proceed Through September 30, 2020, with Five One-Year Option Periods, in the Amount Not-To-Exceed $175,000.00, and Authorize the Chairman to Sign the Contract (for Possible Action)

**52.** Approve a Purchase Order for Project No. 20-017, Fast on-Call Replacement & Repair Services, to Sierra Transportation & Technologies, LLC in the Amount Not-To-Exceed $200,000.00, Pursuant to Nevada Revised Statute (NRS) 332.115.1 (A), and Authorize Staff to Issue a Purchase Order (for Possible Action)

### Comments:

No comments were made.

### Motion:

Mayor Carolyn Goodman made a motion to approve the Consent Agenda.

### Vote/Summary:

5 Ayes. 0 Nays. The motion carried.

Ayes: Larry Brown, Isaac Barron, George Gault, Carolyn Goodman, Kiernan McManus

Nays: None

Absent: Stavros Anthony, Jim Gibson, Debra March

### Item:

53. Receive a Recommendation from the Evaluation Committee to Select and Award Contract No. 19-019, ADA Paratransit and Senior Transportation Services, to MV Contract Transportation, Inc. From the Date of Notice-to-Proceed Through December 29, 2024, in the Not-To-Exceed Amount of $265,353,309.00 for the Base Term and $1,290,514.00 for Start Up Costs for a Contract Total Not-To-Exceed of $266,643,823.00, with Two One-Year Options, and Authorize the Chairman to Sign the Contract; or Take Other Action as Deemed Appropriate (for Possible Action)

### Comments:

Following a detailed PowerPoint presentation [attached], Ms. M.J. Maynard, Deputy Chief Executive Officer for the Regional Transportation Commission of Southern Nevada (RTC), announced the recommendation from the evaluation committee to select and award a contract for Americans with Disabilities Act (ADA) paratransit and senior transportation services to MV Contract Transportation (MV). She then provided details of the process.

**Selection Process**

Ms. Maynard began with an overview of the selection process, outlining the request for proposal (RFP) and two-step scoring process. The RFP included the following technical qualification requirements:

- Management structure and key personnel
- Transition and startup plan and operational innovation
- Staffing and personnel and operations management plan employee training
- Vehicle and equipment maintenance
- Safety, security, and emergency management

The RTC received five responses to the RFP. Two of the respondents did not meet the technical qualification requirements to continue with the process. The three successful proposals were submitted by Keolis, MV, and Transdev. The technical score comprised 60 percent of the overall score and evaluated innovative solutions and each contractor’s community partner approach and interviews.
Meanwhile, the remaining 40 percent of the score was based on the price proposal. The evaluation panel consisted of six internal RTC staff members and one external subject matter expert, who only provided feedback.

Scope of Service
Next, Ms. Maynard reviewed the scope of service models, explaining that Model 1 requested solicitors to provide ADA paratransit service, senior transportation services, and non-dedicated services. Model 2 included all of the services in Model 1 plus same-day on-demand services. She reminded the RTC Board of Commissioners (Board) that the RTC is piloting same-day on-demand services through partnerships with Lyft and Tango Car. The successful proposer will have the ability to collaborate with the private sector to continue this service. Ms. Maynard noted the financial savings with the pilot as well as its popularity. Model 3 was developed for proposers to offer an alternate service model containing any proven service enhancements and innovations.

Scoring
Continuing, Ms. Maynard reported the breakdown of the scores, noting that the highest score attainable was a 3.00. Keolis scored a 2.02 (Technical = 0.85; Price = 1.18). Transdev scored 2.51 (Technical = 1.45; Price = 1.06). MV scored 2.52 (Technical = 1.32; Price = 1.20).

Recommendation
After reviewing the selection process, Ms. Maynard presented the evaluation committee’s recommendation to award the contract to MV.

Chair Larry Brown opened the floor for public commenting on the item. He first called on Mr. Tom Egan, who made the following comment:

Thank you. I figured I’d just come on down. Mr. Chairman Brown and members of the board, my name is Tom Egan. I’m the CEO of MV Transportation, and I really appreciate the RTC’s recommendation for MV for the paratransit contract, and I really appreciate the opportunity to serve the people of Southern Nevada in a better way, in an additional way. We already do the fixed route contract from the north yard. Paratransit services is something that our company was founded upon 44 years ago, and it’s the fabric of our company. It’s the largest thing that we do, and it’s serving the most vulnerable people in communities. We know we will do an excellent job as we do in the north yard for the fixed route side. We’ve brought an excellent team to bear. We have a gentleman, Nate Peterson, who is in the audience. He is going to be the GM for the contract. He has 25 years large paratransit experience and has been very successful in other contracts for MV. Also, I think what’s important to note is that we are a people company. We care deeply about our people and about the passengers that we transport. It’s the foundation of our company. It’s in our culture, and we will work closely with the union. There is a CBA that is currently in place. We intend to honor that CBA. We intend to honor all the terms of the contract structure that we agreed upon including the amount of trips that we plan on, that are in the contract that we can send off to an alternative provider. We also take an approach as a company to be very union friendly. We’re a company that collaborates with unions. We all have the same objective. Our operators and our personnel, we want to care for them as employees, and the union wants to care for them as members, and so our intention is collaboration, and to make sure that we do that. Our people that deliver the service everyday for you have the hardest job in our company. They do an incredible job. They put up with so many things, so many challenges and so many variables that are outside of their control, and we have an enormous respect and we plan on taking care of them, and new employees that we’ll bring on as a result of this contract. With that, I want to thank you for the recommendation, and we plan on doing an excellent job and we look forward to continuing to serve the RTC and Southern Nevada.
Next, Chair Brown called on Mr. Nate Peterson, who made the following comment:
Good morning Chairman and members of the board. My name is Nate Peterson and I’m MV’s proposed general manager for the contract you’re talking about today. I just want to say a little bit about myself. This is the only job I’ve ever had that anybody’s ever paid me to do is in the delivery of paratransit services. I started out as a volunteer driver, and it’s hard to believe it’s been this many years ago, but I’ll just paint the picture. I started out, I remember taking a group of kids from Courage Center in Minneapolis, MN, a spinal cord rehabilitation center. I got to go to this movie too. We all went collectively to see the very first Star Wars. That’s how long I’ve been doing this, and I’ve been with MV Transportation for 19 years now. In those 19 years, I’ve worked with MV in both Phoenix and Orange County Transportation. Orange County is one of the largest stand-alone operations in the United States for providing paratransit services. We provide up to 5,000 trips a day there. Lastly, just a little about why this job is important to me, not so much important, but why it’s a passion for me and the people I work with. Very few people have the opportunity, or are given the opportunity to, for a job where you can make a difference in people’s lives, and that’s what we have. All of us, collectively. It’s wonderful to see a room full of people here that are interested in paratransit services. As somebody who’s done that forever, usually you come to rooms and there is a few people, and after our part of the agenda, people leave. It’s great to see a room full of people who are concerned about this. I’m very much forward to working with the staff here and the Board and the passengers, and again, it’s not only the passengers who we get to make a difference, it’s their family members and it’s our employees. I’m very excited to be here and welcome to MV. Thank you.

Next, Chair Brown called on Ms. Katrina Heineking, who made the following comment:
Good morning. Hi, I’m Katrina Heineking, and I serve as the Regional Vice-President for TransDev. I’m overseeing the TransDev paratransit contract here. I have to tell you that I’m so very disappointed that we’re losing this contract. Not in a sour grapes sort of way like you may think but, we were doing some pretty terrific things here and I hope that you’ll agree. For example, in the last three years of this contract TransDev has performed like 4.4 million trips. An average 94 percent on-time performance so every single month we have met the goal that you have established for on-time performance except one in October of ‘18, so we’re pretty proud of that. Doing that we traveled 45 million miles in your community to transport passengers with care, and you know, I think we were making some great technological and innovative strides by automating the booking, sending text messages to let loved ones know or passengers know when the vehicles are arriving. We’re about to launch a user app this month. We’ve had service in Las Vegas, give or take a gap here and there, for yourself for about 27 years so don’t count us out. We’re going to be back, and we are ready and willing to serve at the very next opportunity that you have. We really appreciate being here in your community. I understand your bidding process and I respect it, but we’ll be back. Our hope is, it’s really good to hear from MV, our hope is that the new contractor will carry on the great service that I think we’ve been able to provide, very much evidenced in the customer satisfaction surveys that you’ve commissioned where have consistently ranked very high. And a large part of that success, I think, is very much due to the training, the very specific training, that TransDev offers. Not just driving and maneuvering skills, but customer service and caregiver skills to make sure that the drivers are well prepared and the employees. And, frankly, that couldn’t happen without the strong partnership that we have with the teamsters. We were very careful in our proposal to make sure that we honored and recognized current union work, so, again, it’s good to hear that MV will honor all of the union positions. There are 753 employees right now on the TransDev payroll, both union and non-union, and those are career jobs for those folks that have good benefits and time-off and, again, a solid training program. We’ve had employees that have been working in paratransit for well over 20 years at that location. I know this is a long-winded way of saying thank you, but thank you. Oh, that was long-winded. I value the partnership. Unbelievable team. Tina. M.J. You as a board. Thank you so much. Thanks for your attention.
Ms. Tina Quigley, Chief Executive Officer for the RTC, thanked Ms. Heineking for Transdev’s work over the years.

Then, Chair Brown called on Mr. Randy Botzet, who made the following comment:

Good morning, Chair. Good morning, board. I’m Randy Botzet, Vice-President, Business Safety, Teamsters Local 631. I’m just here today to say, through the board, I appreciate Tom, the CEO of MV, stating the fact that he is going to be working with the union. Did appreciate working with TransDev as well, and Tom, we’re going to hold you to your word.

Next, Chair Brown called on Ms. Norsina Pierce, who made the following comment:

Hi, my name is Norsina Pierce. I’ve been in transportation for 20 years. I’ve been with paratransit for the last 11 years. First of all, I was honored to meet you and be in your presence. What I wanted to say was, it’s like losing a family. Losing you guys. I’ve been working with them. I guess I’ve got a new family coming in, and like Randy said, we’re thankful that you’re going to honor our contract that we’ve worked the last six months on. It’s real hard, just like losing you. You know what I’m saying. It’s very hard, but we understand how things go on. People move on. I would just like to thank you guys, ok.

Finally, Chair Brown called on Ms. Joann Thompson, who made the following:

Hello, my name is Joann Thompson. I’ve been with paratransit ever since I came to Vegas, 15 years ago, and I went from a driver, 12 years, to working in the office and I just want to say, even though they looked out for the employees. We had benefits. Everything was swell, but the part-time workers, I went from full-time to part-time, so I’m not considered at all. I don’t receive any benefits. Nothing. I just think that a contract should have been looked at more for the part-time, and I’m still working part-time. Some of the people who have been there 20 years are part-time workers, but they’re not recognized.”

**Motion:**

Chair Larry Brown made a motion to follow staff recommendation to select and award MV Contract Transportation, Inc. Contract No. 19-019, ADA Paratransit and Senior Transportation Services.

**Vote/Summary:**

5 Ayes. 0 Nays. The motion carried.

Ayes: Larry Brown, Isaac Barron, George Gault, Carolyn Goodman, Kiernan McManus

Nays: None

Absent: Stavros Anthony, Jim Gibson, Debra March

**Item:**

54. RECEIVE AN UPDATE ON THE RTC’S AMERICANS WITH DISABILITIES PARATRANSIT SERVICE AREA

**Comments:**

Following a detailed PowerPoint presentation [attached], Ms. M.J. Maynard, Deputy Chief Executive Officer for the Regional Transportation Commission of Southern Nevada (RTC), provided an update on the Americans with Disabilities Act (ADA) paratransit service area (Service Area).

**Overview**

Ms. Maynard began by providing a brief history of the Service Area for the RTC Board of Commissioners (Board). She provided an overview of the pre-recession service area, which totaled 386 square miles. She explained that the boundary extended 1.5 miles from the fixed route service, exceeding the ADA-mandated ¾ of a mile boundary. Paratransit operations within this boundary cost approximately $29 million. However, the Board decided to retract the boundary from 1.5 miles to the current ¾-mile boundary in 2011. It reduced the area to 313 square miles and impacted approximately 650 clients. She noted that during this time, fixed route service was also reduced, which further impacted paratransit service.
Post-Recession Improvements
Continuing, Ms. Maynard discussed some of the improvements made since the recession to restore services to previous levels. She said that more than 250,000 fixed route service hours were added back. Additionally, the RTC extended routes, added frequency, and added new routes that indirectly expanded the Service Area.

Paratransit Peer Review
The RTC also commissioned a study to explore if and how other transit agencies pay for paratransit service that extends beyond the ADA-mandated boundary. The results of the peer review were presented to the Board at its October 11, 2018 meeting, and included the following:

- Of those surveyed, 56 percent (41 total respondents) do not provide paratransit service outside of the mandated ¾ of a mile boundary.
- The RTC spends 25 percent of its transit budget on paratransit service, while the average is 16 percent.
- The RTC’s sales tax allocation is below the average sales tax collected by other agencies that provide similar service.
- Funding sources used by other transit agencies.

Transit Planning
Ms. Maynard then discussed the Service Performance and Capacity Standards (SPECS) criteria used to determine fixed route extensions, new routes, and whether to retract or eliminate routes. SPECS criteria include analyzing and quantifying population density, employment density, and route connectivity. Additionally, input from the Transportation Access Advisory Committee (TAAC) was used to make the decision on whether to retract the Service Area boundary. She explained that TAAC consists of community members who represent the elderly and disabled members of the community. TAAC gives the RTC input on the community’s special transportation concerns and needs. She noted that TAAC meetings are bi-monthly and are open to the public.

Chair Larry Brown opened the floor for public comment on the agenda item. Mr. Cyrus Hojjaty made the following comment:

*Can you do a presentation predicting the future if ride-share is going to explode and considering the costs are projected to fall and the advent of automated self-driving cars? Cause I think we should, we should definitely do something about that. Cyrus Hojjaty.*

Councilman Isaac Barron commented on some of the challenges regarding balancing decreases in funding with the continued expansion of rideshare and the needs of the community. He added that hopefully new technologies will provide new avenues for expansion of the Service Area.

Next, Chair Brown called on Ms. Robin Kincaid, who made the following comment:

*Good morning commissioners. My name is Robin Kincaid and this is the 14th time that I’ve come before the commission regarding paratransit services that are not meeting the needs of persons with disabilities. I appreciate the fact that this is on the agenda, and that there is another look at the situation, and I want to thank you for the report that you have prepared, but we still feel like the conversation has got to continue. You know, unfortunately, adults with disabilities are twice as likely without disability to have inadequate transportation. The ratio is like 31 percent versus 13 percent. Across the country, nearly 2 million people with disabilities who never leave their homes, 560,000 do not leave because of transportation difficulties. This is playing out in our state, in our city, in our county. Leaving people out has a real cost to the nation. It actually has a real financial impact. It keeps them away from shopping. It keeps them out of jobs, community life and prevents them from making.*
valuable contributions to our society as individuals, workers, as consumers and taxpayers. So, I’m a
caretaker of a young adult that has disabilities, my daughter Kayla. I’ve talked about her before. Some of
you have been here. We live in the service area and we use paratransit services probably five days a
week. She can’t attend services, again, at the church on Sunday, using paratransit services, because it’s
still not in the service area. A church that we’ve been a part of for over 22 years, so I think the concern
is that we’re still not helping young adults with disabilities or individuals with disabilities in general be
to able to access essential services. So, what’s really missing out of this is the fact we are forgetting
that the access to the essential services needs to be part of this equation up there. It needs to be that we
look at that, we look at growth as well, but we have to be able to get to things that people use on a
regular basis like all of you do, people without disabilities use. I also, just a couple of other notes and
then I’d like to put in maybe some requests. So, in the past 10 days, 10 days, she has already had two
letters from paratransit and the excessive trip lengths. So, for example one evening she was on a bus
for over three hours. I mean this is outrageous, and I appreciate the fact that I get the letter, which you
give me the little card. I am going to appreciate the fact that you acknowledge that, but that still isn’t
solving the problem. I’ve been talking for like 18 months here and that is unusual, so I just want to
point out that we are still experiencing some excessive trip lengths. I’m out of time. Let me go back to
the requesting. So, I still want to clearly define the process in which fixed-route service area is altered
or changed, and how do the access to essential services, and we can come up with a list of what
essential services are. I mean I’m fine with that and how is that part of the consideration. I’m back to
the point that RTC administrators and staff have to recognize that RTC is not a profit-making business.
It is a service. Public services can’t be run like businesses and of course the primary aim of public
service is to provide a service. I still would like to see an exclusive task force that really addresses the
need and the ability for individuals to access essential services, and to be able to work in the
community. And, then I’d appreciate if you’d put it back on the agenda for October. I’m requesting that
as well. And one last note, I understand that we make changes in vendors. I still have concerns. One of
the things that my daughter does in her daily commute is access bus stops at the UNLV campus. She
goes to college five days a week which is a wonderful thing for an individual with an intellectual
disability. We’re very thrilled that she has this opportunity, but the training for drivers in locating those
11 bus stops on that campus is significant. And so, I get concerned as we make this change, and again,
not privy to all the details of how those changes, is it going to be the same drivers or there’s more
training or whatever, but I still wanted to express that concern. Thank you for your time.

Mayor Carolyn Goodman thanked Ms. Kincaid and asked about the possibility of a fellow church
member helping with transportation to church service.

Then, Chair Brown called on Ms. Kincaid, who gave the following response:
And I appreciate that, Mayor Goodman. I really do. I guess I will share too. I just had another birthday.
I’m getting older, and the goal as parents of children with young adults, is that we’re trying to promote
independence. That we don’t want to be in a situation where she has to try to locate someone to try to
do that, and we feel that paratransit is the key to her being a young adult with independence, but you’re
right, on an interim basis it is possible.

Mayor Goodman commended Ms. Kincaid as a parent and spoke about the general uncertainty of public
transit. Ms. Kincaid gave the following response:
It’s a great suggestion and I appreciate it, I think it doesn’t solve the problem, like for example and I
didn’t mention it before, but she can’t get access to the post office. I really doubt that there is anybody
who is at the post office who is going to help us out on that situation, but it could be another friend or
family member. I understand that, but again the goal is to achieve a level of independence we want for
all of our adult children. Is that not the case?
Then, Chair Brown called on Ms. Stephanie Vrslnick, who made the following comment:

*Good morning, before I start my testimony, I do want to make a comment on this. It’s a little difficult to get up here and talk about this when I just looked at it, so I don’t have that much time to ask questions that I’d probably would want to ask if I had more time. One of the questions that I have is prior to the recession when we were doing 386 miles, and now we’re doing 339 miles, I just wanted to know what would be the cost to increase it back to the prior recession. I just want to know how much money are we talking about here. I’m sorry it’s Stephanie Vrslnick, and as far as the participation, how do, are you guys sending out surveys? Because I never get surveys, so what kind of surveys are you sending out.*

Ms. Maynard responded that an external company surveys a sample of active clients twice a year. She added that she would ensure Ms. Vrslnick receives the next survey.

Ms. Vrslnick responded by saying:

*Yeah, because how do those 11,000 get picked? I’ve never gotten any surveys, so those are the two questions that come to my mind immediately after looking at this. I might have additional questions to add to my testimony next month, but I’ll begin my testimony. And, I’m speaking before you for the 19th time. I’m gonna start my 19th testimony before this group with a fact about our nation’s history. In light of recent events, it’s been 18 years since the tragedies that occurred on September 11, 2001. Did you know that many of those first brave first responders now have disabilities caused by their heroism? That they may need help with transportation. I’m sure that right here in Las Vegas we have some first responders who are not receiving transportation because they live outside the service area. My husband proudly served in the Air Force for 25 years. In fact, on 9/11 he was in Saudi serving our country. It was a very scary time for our family and for our country. Near the anniversary of so many lives lost, it’s hard to believe that we are still fighting for basic rights for those who keep our military bases running so that our nation’s heroes can serve our country. As I previously stated, in my previous testimonies, my son Christian is a federal employee and has been for 16 years working at Nellis Air Force base commissary. He loves his job and he is proudly serving our military families. This is a young man who was diagnosed with autism at the age of 15 months and I was told to put him in an institution, and to get on with my life because he would never be able to do anything on his own. Look how far he has come. He is completely independent except for his transportation. Let me just remind you, disabilities are not just limited to children and young adults. It can happen to anyone at any time. Anyone of us can experience a disability and no longer be able to drive ourselves to where we need to go. What would you do if that happened to you? What would you do if you lived outside the service area and had no transportation? What would you do if lost your job because you had no access to transportation? That’s the situation my son is in. I can’t begin to tell you how frustrating it is to speak before you each year. I’m only asking for basic rights, access to transportation for people with disabilities so they can be independent members in our community. Let me just remind you again. Paratransit is supposed to provide transportation to the most vulnerable members in our community. It’s not intended to be a for profit entity. Paratransit service is an unfunded mandate. This commission needs to shift their focus back on the members of our community. People with disabilities still need transportation in this community. I’m just a mom speaking on behalf of my son, and I will continue to testify with the hope that some day my testimony will not only help my son, but make a difference for everyone who can’t access basic needs because of not having access to transportation. In closing, I would just like to say participating in public comment for the 19th time, maybe this will be the time that this commission will take into consideration all my testimonies and hear my message. Do the right thing, commissioners. Expand the service area to the way it was in 2011.*

Continuing, Chair Brown called on Mr. Kenneth Taycher, who made the following comment:

*Good morning, Commissioners. Good morning, Board. Thank you so much for giving me. Thank you so much for hearing my close, dear friends. My name is Kenneth Taycher for the record. I have some sad
news because my friends can’t get to the places they need to, to be productive. They need to drive. They need to go to the grocery store. They need basic what we do, basic, in a basic day that other people take for granted is transportation. The service area is restricted. These people can’t get to the doctor’s appointment or the places that they need to help support their growing family, the growing populations. Disability is a natural form of life. We’re denying them the right to good effective transportation and with that goes past opportunities missed, go past they can’t take care of their friends and families. They can’t get to social events by themselves. We as of going to 2020, we need to strive for excellence. We need to promote everybody with a disabilities should be independent as they could. We need to increase, we need to increase the service area to the where it was in 2011 because it’s just the right thing to do. We are not asking for a lot. We are just asking for equal opportunities for everybody and growing population. And I would like to end by saying that thank you for the time to hear my testimony. It’s a very important testimony. You will find if you increase the service area to the where it was in 2011 you will give these proud people with disabilities a hope and a view for the future. And thank you.

Mayor Goodman thanked Ms. Vrsnick and discussed the issues regarding funding, the uncertainty of public transportation and the growing community. She spoke about the need for the RTC be proactive in informing current community members as well as those who moving into Southern Nevada about the services available in their area. She felt it would help people make informed decisions about where to move in the Las Vegas Valley to have access to the services they need.

Chair Brown thanked everyone for commenting and encouraged them to continue engaging with the Board and participate in TAAC meetings. He closed by saying that staff does not make decisions lightly when it comes to transit. He said that it often comes down to funding and the lack thereof. He underscored the limitations of the available funding and the various needs of the community.

**Motion:**
No motion was necessary.

**Vote/Summary:**
No vote was taken.

**Item:**
55. RECEIVE INFORMATION FROM LEGAL COUNSEL REGARDING POTENTIAL AND EXISTING LITIGATION INVOLVING A MATTER OVER WHICH THE RTC HAS SUPERVISION, CONTROL, JURISDICTION, OR ADVISORY POWER AND TO DELIBERATE TOWARDS A DECISION ON THE MATTER (Note: This item may be closed to the public pursuant to Nevada Revised Statute 241.015(3)(b)(2) in order to discuss legal matters.) (FOR POSSIBLE ACTION)

**Comments:**
Ms. Tina Quigley, Chief Executive Officer for the Regional Transportation Commission of Southern Nevada, remarked that there were not any issues to discuss under this item.

**Motion:**
No motion was necessary.

**Item:**
56. CONDUCT A COMMENT PERIOD FOR CITIZENS PARTICIPATION: No action can be taken on any matter discussed under this item, although the Commission can direct that it be placed on a future agenda.

**Comments:**
Chair Larry Brown called on Mr. Cyrus Hojjaty, who made the following comment:
Cyrus Hojjaty. First of all, I would like to point out that I’m happy about the Starr Interchange, just a
few days before my birthday, so it’ll be a nice gift, and another thing I want to talk about is about these scooters that I’ve seen pop out all in a lot of major cities: Atlanta, San Diego, Nashville. We need to start talking about this. I think this is a really exciting tool. It’s exciting to run. It’s a good alternative to using a car. Somebody can get on the scooter a few blocks away. Just use it. Pay like a $1.25 and certainly, I think it would incite more people to live in the inner areas. Another comment I want to make is, I believe that the state just passed a law to track mileage, and I believe that this is going to be the replacement for the gas tax. I certainly think the county should do that because I think that right now, for some reason we’re paying 25 cents more for gasoline than Pahrump. Why is that? So, I think that we have to find better ways of earning revenue. Another thing I also wanted to point out is we still have a lot of intersections that need traffic lights. When I go on Fort Apache and I believe, Hacienda, that intersection needs a traffic light. I think this is probably why car accidents and pedestrian deaths are much higher. And by the way, speaking of pedestrian deaths, I think what we should start doing is start paving the crosswalks probably in that color stone over there, rather than just painting it white, because the heat like absorbs it. And so, the crosswalk, it’s painted, is just gone, and then people just cross whenever they want. They dress up in black, and it’s usually at night, and then they get hit. So, this is probably the reason why, and I know that’s it’s not cheap, but it certainly can save a lot of lives. And then, going back to the whole scooter thing, I think it would be a wonderful opportunity and not just in downtown, Maryland Parkway, I’m talking about all over the valley. We have to encourage. I’d like to get your response about that please because, certainly it will save a lot of money. It will obviously reduce the need of having a car, and certainly parking and cars not only have a lot cost, but require a lot space too. I just came here. I had to like literally park my car several thousand feet away because all these parking lots were full, so let’s have a discussion about this. Now, there may be some disagreement. I do respect that, but maybe we can have zones where we can find places to park them and maybe we can use bike paths or something like, by the way, how is this gonna be used on the strip too? Because how are people going to get from one hotel to another, so let’s talk about that. Thank you so much.

Next, Chair Brown called on Ms. Patricia Anderson, who made the following comment:
I’m sorry, I didn’t get the time to put the slip in this morning. Patricia Anderson. We have a lot of, a lot of things are going on and I just observe. I don’t cause any trouble on the bus. One thing we need is, open, these open cups these people come on, open cups, and with the lid on it, and they disrespect the bus drivers. And, like you say again, it’s supposed to be a lid, a sealed lid. So, quite naturally, they just walk on. They come on with, they don’t show they reduced card. They don’t swipe their card. They don’t do any of these things that they supposed to do. They come in, they say I don’t have the money, and they walk with the fare. They, their cell phones and their music. This is my phone. I bought my phone, and it’s just not fair to these drivers because these drivers are really doing a fantastic job. North town is a, I’ve been over there a couple of times. The bus stops are pretty bad and the bus stops, we need to take care of the bus stops, so forth and so on, dirt and everything. Decatur, I was wondering. I called a couple of times. We need, we need the white lines across. I know on Decatur and Penwood, but we need the bus stops that are kind of caddy corner, so we need to have lines where people can, I know that they’re not, they’re still going to jaywalk, but at least we can try to get across because when a bus is coming south, they see a bus and they run across, and we’ve had a couple of people get hurt and one person lost their life. We need, you know, like you said, they need to, what they need to do is pay their fare. If they don’t pay their fare, you know, what is it, if they don’t pay their fare. I pay my fare. I’m not disrespectful to the bus driver, but these other people, there is so much going on. Anybody that can, one of you can. I know you’re busy with that, can just ride these buses, and see if what’s going on. Craig and Martin Luther King, and what happens concerned with. And, like you said, what we need to do on the speaker, is for them to show the ID. I mean this is not a, these are not free buses. Look around. This is not a free thing, and like I said, I just observe, what have you, but it’s a lot
of disrespectful to these drivers. And, they bring a cup of ice and they just throw it on the ground. So, it’s not right. Thank you so very much. Have a good day.

Continuing, Chair Brown called on Mr. Herman Ross, who made the following comment:
My name is Herman Ross and I’m with National Insurance, 2300 Valley, I’m sorry, West Sahara. First of all, I want to thank you for your service, for recognizing us as long as you have. I want to thank you for your recommendation. I concur and agree with that. You guys know I’ve been the broker for paratransit since you started. The insurance broker since 1994. We’ve come a long way. We’ve got a long ways to go. One thing I want to say about this particular council is, some of the things that the Mayor has said. We need to participate. People need to get involved from the public side. If we don’t participate, then how can we even come to these council meetings and say anything relative to what is going on in paratransit. Having cutbacks, is not just here. I insure 18 major transit systems around the country. This is national, so those people that make those ideas and come up with concrete solutions are the ones who participate. I want to congratulate TransDev on the years that they gave and have been here. I want to congratulate Keolis also MV for being successful. I participate with them around the country. I’m a vendor for them around the country, and they participate and do what they’re supposed to do in the communities. Someone said this is a non-profit. Well, they’re companies. For them, they bid. They try to make a profit. Here in our community, I’ve been here 40 years. Mr. Brown, I’ve been involved with him for many, many years. I’ve known the mayor for many years. We do they right thing, so for anyone to say that we don’t, you’re wrong. And being involved in this community is something you need to make sure you do on a daily basis or don’t come up here and talk. So, I want to thank you all and again good luck, and I’ll be in touch. Take care.

**Motion:**
No motion was necessary.

**Vote/Summary:**
No vote was taken.

**ADJOURNMENT**

The meeting adjourned at 10:43 a.m.

Respectfully submitted,

__________________________
Marin DuBois, Recording Secretary

__________________________
Marek Biernacinski, Transcription Secretary
SUPERSTAR OF THE QUARTER

Melissa Muscari
OPERATOR RECOGNITION

Catenna Manuel

CLEAN ENERGY SUMMIT
Regional Transportation Commission of Southern Nevada
September 12, 2019

Kristina Swallow, P.E.
NDOT Director

State Fatalities Report

Fatalities by County

172

Fatalities occurred on Nevada's roadways so far in 2019 down from 226 in 2018

4% 44%

Pedestrian fatalities are down
Unrestrained occupant fatalities are down
**Historical Revenue and Expenditures**

*2018 Gas & Diesel State + Federal Taxes*

- **Clark**: 59%
- **Washoe**: 15%
- **Other**: 26%

**Expenditures ($ in Millions)**

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<th>Year</th>
<th>Clark</th>
<th>Washoe</th>
<th>Other Counties</th>
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**Percentage of Expenditures**

- **Clark**: 59%
- **Washoe**: 15%
- **Other**: 26%

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**Percentage of Expenditures**

- **Clark**: 59%
- **Washoe**: 15%
- **Other**: 26%

**2020 Approved AWP - Distribution of Funds**

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<tr>
<th>COUNTY</th>
<th>2020 Total $</th>
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<th>Federal/State $</th>
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**2020 Totals**

- **$189,531,988**, 20%
- **$136,297,404**, 14%
- **$90,780,422**, 9%
- **$554,217,678**, 57%
### 2021 Draft WP - Distribution of Funds

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**2021 Totals**
- CLARK: 159,331,200 (17%)
- WASHOE: $483,248,444 (50%)
- Other Counties: $236,635,482 (25%)
- Statewide: $79,594,988 (8%)

### 2022 & 2023 Proposed/Draft Program

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<th>COUNTY</th>
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<td>100%</td>
<td><strong>$473,705,165</strong></td>
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**2022 Totals**
- CLARK: $59,000,000 (11%)
- Statewide: $91,135,181 (18%)
- WASHOE: $35,000,000 (7%)
- Other Counties: $249,280,857 (49%)

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**2023 Totals**
- CLARK: $287,000,000 (30%)
- Statewide: $47,000,000 (5%)
- WASHOE: $115,900,000 (11%)
- Other Counties: $36,941,781 (8%)
- Proposed CLARK: $512,000,000 (43%)
FRI Update

Revenue Received to Date: $14.5 Million

Committed/Programmed: 2019
- I-11 Tier 1 NEPA $9 M FY 2019

Committed/Programmed: 2020
- US 95 NW Phase 3D/E - Grand Montecito to Tenaya Way $60 M (FRI Bond towards total construction cost of $160 M)
- I-15 Tropicana - PE/ROW $9 M

One Nevada Transportation Plan Process

Enhance Safety
Preserve Infrastructure
Optimize Mobility
Transform Economies
Foster Sustainability
Connect Communities

Annual Work Program

Implementation

One Nevada Plan Prioritization and Funding
STIP Prioritization and Funding
Needs and Projects
One NV Plan Projects
STIP Projects
Starr Interchange Grand Opening

Thank you!!

kswallow@dot.nv.gov | (775)888-7440
Step 1 – Technical Qualifications

- Management Structure & Key Personnel
- Transition & Startup Plan and Operational Innovation
- Staffing & Personnel and Operations Management Plan Employee Training
- Vehicle and Equipment Maintenance
- Safety, Security and Emergency Management
Step 2 - Evaluation Criteria

60% TECHNICAL
- Innovative Solutions
- Community Partner Approach
- Interviews

40% PRICE

Proposal Models

Model 1
- ADA Paratransit Service
- Senior Transportation Services
- Non-dedicated Services

Model 2
- ADA Paratransit Service
- Senior Transportation Services
- Non-dedicated Services
- Same-day on-demand services

Model 3
- Alternate proposal containing proven service enhancements and innovations
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Paratransit Service Area Overview
September 12, 2019

OVERVIEW

Pre-recession paratransit service area
Existing paratransit service area
Transit planning and public involvement
PARATRANSIT SERVICE AREA – PRIOR TO RECESSION

- **386 square miles**
- **8,571 active paratransit clients**
- **$29.14 million** for PT services

PARATRANSIT SERVICE AREA – JUNE 2011

- **313 square miles**
- **8,571 active clients (650 grandfathered PT clients outside of the service area)**
IMPROVEMENTS MADE SINCE THE RECESSION

- Added back 250,202 fixed route service hours
- Extended routes, added frequency, created new routes
- Expanded the paratransit service area

CURRENT PARATRANSIT SERVICE AREA

- 339 square miles (47 sq. miles less than pre-recession)
- 10,937 active clients
- $46.96 million for PT service
PARATRANSIT PEER REVIEW

56% of respondents do not provide service outside of the service area.

RTC spends 25% of its transit budget on paratransit service, while the average is 16% of other transit agencies.

Our sales tax funding levels for transit is below the average.

PEER AGENCY REVIEW AND TRANSIT FUNDING SOURCES

- Federal Funds: 15.5%
- Sales Tax: 13.5%
- State Funds: 13.5%
- City/General Fund: 9.1%
- Local Funds: 7.4%
- FTA: 5.4%
- Advertising: 4.1%
- Gas Tax: 2.0%
- Ad/Income Tax: 2.0%
- Trust Fund/Interest: 1.4%
- Local/State: 1.4%
- Lottery/Other: 1.4%
- Mortgage Tax: 1.4%
- Payroll Tax: 1.4%
- FICA/Tax: 1.4%
- Tax/Property/Feeds: 0.7%
- Vehicle Registration/Feeds: 0.0%
TRANSIT PLANNING

Population density
Employment density
Route connectivity

BE INVOLVED

Public Participation Plan
Transportation Access Advisory Committee
REGIONAL TRANSPORTATION COMMISSION  
OF  
SOUTHERN NEVADA  

AGENDA ITEM  

| Metropolitan Planning Organization | [X] | Transit | [] | Administration and Finance | [] |
| SUBJECT: STANDARD SPECIFICATIONS AND DRAWINGS | | | | | |
| PETITIONER: TINA QUIGLEY, CHIEF EXECUTIVE OFFICER  
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA | | | | | |
| RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPOVE THE ADDITION OF SECTION 509 "PRE-CAST REINFORCED CONCRETE BOX CULVERTS" TO THE UNIFORM STANDARD SPECIFICATIONS (FOR POSSIBLE ACTION) | | | | | |
| GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE | | | | | |

FISCAL IMPACT:  
Undetermined 

BACKGROUND:  
This item was requested by the Clark County Regional Flood Control District (CCRFCD). Currently, these specifications are added to supplemental specifications when they apply. The CCRFCD is requesting that they be added to the Standard Specifications, so they can be applied consistently throughout the Clark County area.

Respectfully submitted,  

JOHN R. PEÑUELAS, JR., P.E.  
Senior Director of Engineering

RTC Item #6  
October 10, 2019

EAC Item #4  
September 26, 2019

SPECS Item #4  
August 14, 2019

Consent
# Agenda Item Development Report

## Regional Transportation Commission

### AGENDA ITEM DEVELOPMENT REPORT

<table>
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<tr>
<th>Agenda Item Recommendation (as submitted):</th>
<th>APPROVE THE ADDITION OF SECTION 509 &quot;PRE-CAST REINFORCED CONCRETE BOX CULVERTS&quot; TO THE UNIFORM STANDARD SPECIFICATIONS (FOR POSSIBLE ACTION)</th>
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<tbody>
<tr>
<td><strong>Agenda Item Requestor:</strong></td>
<td>Regional Transportation Commission</td>
</tr>
<tr>
<td><strong>Meeting Date:</strong></td>
<td>8/14/2019</td>
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<tr>
<td><strong>Discussion:</strong></td>
<td>Below is an excerpt of the draft minutes from the Specifications Subcommittee meeting that took place on August 14, 2019. Please note that the minutes are subject to the review and approval of the Specifications Subcommittee. Mr. Joe Damiani, Manager of Engineering, Regional Transportation Commission of Southern Nevada (RTC), noted that they finally had the complete version of the document with all comments addressed. At this point, RTC Staff was comfortable approving the document and sending it on to the Executive Advisory Committee (EAC) and RTC Board for adoption.</td>
</tr>
<tr>
<td><strong>Vote/Summary:</strong></td>
<td>5 Ayes. 0 Nays. The motion carried.</td>
</tr>
<tr>
<td><strong>Advisory Action (check one):</strong></td>
<td>*Approval [✓] Disapproval [ ] Item Held [ ]</td>
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<td><strong>Meeting Date:</strong></td>
<td>4/10/2019</td>
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<td><strong>Discussion:</strong></td>
<td>Chair Jimmy Floyd, Clark County Public Works, opened the floor to public comments. He called on Mr. Michael Mula, Rinker Materials, who noted the discrepancy in the notification required for casting operations in sections 509.02.01G and 509.03.03 B1. One required a 28-day written advance notification and the other a two-week advance notification. Chair Floyd asked for comments from the committee members. Mr. Todd Myers, Clark County Regional Flood Control District, stated he preferred making the requirement a two-week notification. The other members agreed. Mr. Jeremy Leavitt, City of Las Vegas stated that the change should be made to 509.03 paragraph B number 1, asking for written notification two weeks in advance of casting operations and once the revision was made to send to industry review.</td>
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<td><strong>Advisory Action (check one):</strong></td>
<td>*Approval [✓] Disapproval [ ] Item Held [ ]</td>
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<tr>
<td><strong>Meeting Date:</strong></td>
<td>2/13/2019</td>
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<tr>
<td><strong>Discussion:</strong></td>
<td>Send to Industry review</td>
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<tr>
<td><strong>Comments:</strong></td>
<td>Mr. Joe Damiani, Manager of Engineering, Regional Transportation Commission of Southern Nevada (RTC), remarked that this specification had been submitted for review and comments, noting that Mr. Todd Myers, Clark County Regional Flood Control District, would provide more details. Mr. Myers explained that many of the comments brought forth for this specification were minor and that the specification for the reinforced concrete box (RCB) were ready for industry review. Mr. Damiani asked to clarify that the section in the backup was the specification ready for industry review. Mr. Myers confirmed that it was. From there,</td>
</tr>
</tbody>
</table>
the floor was opened for comments. Mr. Mike Mula, Rinker Materials, made the following comment:

“Mike Mula with Rinker Materials. Only a couple comments on the pre-cast box specification. Last meeting, I submitted some comments to the committee, and we talked about possibly eliminating the section in .01.01 paragraph D, which requires a design for less than 10ft of cover to cover the whole range of zero to 10ft of cover, and then design, if the actual design of the plans is greater than 10ft of cover, to add 5ft to that. It’s your money, but you’re adding costs, probably unnecessarily, this comes out of NDOT, and NDOT put that in in case they’re doing future wraps, so I suggest we eliminate that from the box specification, and if there’s a special consideration in a county project or a city project where you think you might be changing the height later, to just put that in the special provisions and say design this section for this amount of cover. I think it would save you money in the long run.

Second, under same section .01.01 paragraph E, we’re asking that the calculations of working drawings be prepared by a Nevada PE. We think that if the design comes right out of C1577, say 6x4 box, 4x3 box where there’s no changes, it’s right out of C1577, we shouldn’t have to do a Nevada PE stamp submittal on that, it’s coming right out of the specified specifications, so why are we spending additional money and charging you more money to have somebody stamp something that’s a national specification? So we think that should be, I made a recommendation last time to that sentence, comma, unless designs are directly from C1577 design tables, in which case neither calculations nor stamp designs are required. And then in the specification itself, there was a section added to page 509-2, B1, that included either ACPA certification, NPCA certification, those are QC requirements, or PCI Precast Prestressed Concrete Institute, I do not believe that PCI covers a full QC program for the actual products, I think it covers concrete, but I don’t believe they have QC in there for pipe and box, so they’re not checking, they don’t have a program to check physical variations and allowance and tolerances of the actual product itself. So I’d recommend going back and removing the PCI, you already have a provision in there that anybody can submit their full QC program and be qualified to do a project, so I think PCI should be eliminated, which was the main change where that’s red on that page.

On page 509-5 of the specification, in 509.03.03, I, it says the box culvert shall be laid with a three-inch space between multiple box culverts, that should be nominal three inches, we don’t want contractors to try and hold line and grade based on a three-inch gap between multiple cells, there are manufacturing tolerances on the outside of the box which could cause that three inches to be two or two and a half inches, so we don’t want an inspector to say you have to do that and the guide’s offline and grade, so it’s more important to hold the line and grade, and if the gap varies a little bit, that’s okay, as long as you can get material in there to provide some support on the sidewalls of the box. So I think the word nominal should be added to the three inches.

Finally, in Item K of the same section, it talks about bevels and elbows; we think that should be revisited and default to the flood control manual where bevels are five degrees and elbows are 22.5 degrees. Right now for some reason it says elbows at 10 degrees there, that’s sometimes impossible, it can’t be manufactured because your legs on your elbows then get too short, so that should follow the flood control specification, 22.5 degrees, and bevels of five degrees, and don’t limit the drop to 12 inches, just five degrees for bevels, and 22.5 for elbows, which is exactly what the flood control manual says. Any questions about any of that that I could possibly address?”

Chair Jimmy Floyd, Clark County Public Works: “What do you think is a suitable tolerance on the three-inch gap, plus or minus?”

Mr. Mula: “I think two to three inches is good, or even two to four, I mean, if they get bigger is fine, you’re just trying to be able to get some material of that between the multiple barrels there, but if you go down to two inches, you’d normally can get flowable fill down in there.”

Chair Floyd asked about the committee protocol for implementing suggested changes. Mr. Damiani replied that they could discuss the changes under this item and then make a motion to implement the changes accordingly.

Vice-Chair Lance Olson, City of Henderson, brought up an issue on page 509-4, 509.03.03 E, noting the line describing the need for inner services to be flushed and procedures for submitting approvals to engineers. Vice-Chair Olson believed that there should be a tolerance listed. Mr. Myers replied that for box tolerances, anything with interior dimensions under four feet has a tolerance of a quarter inch, and anything over four feet has a tolerance of a half inch. He described cases where this could be an issue, noting that he believed they were covered on that issue, but Mr. Olson noted that he would prefer to have the option to reject the box design altogether. With that in mind, Mr. Myers said it might make more sense to leave it out of the specifications, with fixes determined on an as-needed basis. He stated he was hesitant to add a tolerance due to the complications it could create.

The members spent a few minutes discussing the logistics of the box design and possible tolerances based on the size of each box. Mr. Mula said that a half-inch tolerance could be acceptable, but Mr. Myers said that this would be problematic, again stating his preference to avoid noting a specific tolerance. However, Mr. Olson was adamant that he needed a tolerance for the management side of things, stating that the need for the boxes to be flush was not an acceptable solution. After further deliberation, the committee members decided that the best course of action would be
to make the changes as noted in the discussion and prepare for the industry review.

Vice-Chair Olson stated that he agreed with all of Mr. Mula’s comments except the comment about the engineer stamp. He said he could think of a few situations where it could be helpful to have an engineer review the design. Overall, the members agreed that they would make the changes reflected in the comments today and send the document out for industry review. Per Vice-Chair Olson’s comment, Mr. Damiani agreed that the changes would be made minus the stamp requirement.

Advisory Action (check one): *Approval ☑  Disapproval  Item Held

*Conditions (if applicable):

Meeting Date: 12/12/2018  Specifications Subcommittee

Discussion:
Vice-Chair Lance Olson, City of Henderson, proposed discussion of the addition of Section 509 on pre-cast reinforced concrete box to the regional specifications and drawings.
Mr. John Peñuelas, Director of Engineering Services-Streets and Highways for the Regional Transportation Commission of Southern Nevada (RTC), mentioned that this item was previously brought to the Specifications Subcommittee in conjunction with another item. However, due to the public comments received at the previous meeting, the original item was split into two separate items and brought for further discussion. He then introduced Ms. Abi Mayrena from the Clark County Regional Flood Control District, who requested that any additional comments be sent to her directly since she is managing the revision process.

Comments:
Vice-Chair Lance Olson, City of Henderson, proposed discussion of the addition of Section 509 on pre-cast reinforced concrete box to the regional specifications and drawings.

Mr. John Peñuelas, Director of Engineering Services-Streets and Highways for the Regional Transportation Commission of Southern Nevada (RTC), mentioned that this item was previously brought to the Specifications Subcommittee in conjunction with another item. However, due to the public comments received at the previous meeting, the original item was split into two separate items and brought for further discussion. He then introduced Ms. Abi Mayrena from the Clark County Regional Flood Control District, who requested that any additional comments be sent to her directly since she is managing the revision process.

Mr. Joe Damiani, Manager of Engineering for the RTC requested a draft redline document at the next meeting so the Subcommittee members could begin tracking the changes. Vice-Chair Olson inquired if there was any mention of vertical tolerance on the boxes because issues had come up in the past. He requested more detail including what is acceptable and what are possible alternatives if the specifications are not met. From there, Vice-Chair Olson opened the floor to public comments. He first called on Mr. Bob Leuck, Clark County Public Works, who made the following comment:

“Hi, I am Bob Leuck, with Clark County Public Works. I was going to tell you that we do have comments that we want to provide. Our staff has been working on them, but it’s probably going to be at least another week or two especially with the holidays coming up, before we get them together. We’re going to put them together in writing on both of these. I wanted to make sure that we should be reviewing what was sent out in the agenda packet, or is there something else.”

Ms. Mayrena confirmed it was the appropriate draft, and that she would provide a template to use to submit comments.

Mr. Leuck continued: “Do you have a template that maybe you could maybe? Ok, cool. Then we will do that, and we will try to get something. We’re going to try to get it through the whole department and stuff, to get everything together. Will you then try to include those in whatever you send out that Joe’s wanting before the next meeting?” Ms. Mayrena and Mr. Damiani confirmed that the comments would be included. Mr. Jim Keane asked if the comments were addition to previous comments submitted by Jim Floyd. Mr. Leuck responded: “Some of them are. Jimmy said that he had. I know he had said that. He had some that he had given, but since then they were discussing it internally, and then they talked to me about it the other day, and that’s how I. And so, I told him that I would come over here and let everybody know. So yeah, it’s going to be a combination, more than what he had before. There’s some thing coming from design that some of the staff had also in addition to what Jimmy came up with. And then, some of Jimmy’s staff also were commenting yesterday and this morning on it. Just different suggestions and stuff, but some questions we have, and I think then at the next meeting we’re going to want to discuss more about this because there are some things we have questions on.” Ms. Mayrena asked that they review other entities’ comments to avoid duplicates. Mr. Leuck asked: “Do we have a copy, I swear I haven’t been to the meeting here before, but do we have copies of the other comments. Do you know?”

Ms. Mayrena said she did and would provide them. Mr. Leuck asked: “Are you going to share those? Ok.” Mr. Damiani asked that Ms. Mayrena include the matrix of all the comments with the redline draft document in the next agenda packet in order to ensure all comments were discussed and reviewed. After the discussion, changes would be incorporated into the document, brought for Subcommittee review, then sent for industry review and brought back to the Subcommittee for review and possible approval.

Next, Mr. Michael Mula, Rinker Materials, made the following comment:
“I’m Mike Mula with Rinker Materials. With regard to RCB specification discussion on the what we call step between the tongue and the groove on the boxes, there are manufacturing tolerances that are in ASTM C1577 that allow, so that step could vary from box to box depending upon what the rise of the box is. A three-foot rise would have a different tolerance allowable than a 10 ft rise. Uh, so just as a caution, a quarter inch may be okay in some cases, may not be in others. Typically, if the, if the step, because you put these in tongue downstream of course, so if the step is going down by a little bit, generally it’s not an issue from a flow, waterflow standpoint, hydraulic standpoint. If it’s going the other way and you’re running into something, then that could be an issue. But, just be, umm, you may have to make a tolerance depending upon rise of the box. So, you have to look at ASTM tolerances and I don’t know those off the top of my head. We have a couple of other comments that we wanted to have the committee consider with regard to the precast box specification. So, the comments, they’re basically three with the regard to the specification that we were taking a look at. We did not see anything go out for industry review, so now I understand that it did not go out for industry review, so we just looked at the spec that was in the last, minutes from the last meeting, for this meeting. A couple of things and the first one has to do in combination with Item 6. What’s required right now comes out of NDOT, so that if the cover on the plans is 5ft for example, you require the RCB, pre-cast RCBs, to be 0 to 10 ft of cover. If it’s 11 ft say or something on the plan, something over ten, you require us to add 5 ft in addition to for design purposes, in case there is a future build or something like that I guess is what it’s for. Then a 0 to 10, even if it’s 5 ft would be so that on our designs from 0 to 2 ft of cover, we have distribution steel that we have to add in the box which basically allows traffic on it at that 0 to 2 ft of cover. We feel that, if it’s not, if that requirement is not going to be included in the arch specification, we feel it’s an undue burden to put it in the box specification, okay. This comes from NDOT. They’re looking at ramps and things like that for future. So, just for your consideration, we think that to keep at a level playing field between those two products, that should be there. The second part of Item 01.01 in paragraph D, is, it says that each run of box should be one design, or some words to that effect. Some of these long runs of boxes can range from 2 ft of cover on one end to 20 ft of cover on the other end. It’s not economical to design, I mean we could do it, but then you’d be would be looking at, especially in consideration of that first paragraph here, you’d have a design for 0-20 ft of cover. So, it would have a whole lot of steel in there, that’s, and possibly thicker slabs, that’s unnecessary for certain things. So, what we would like to do is, and we stop it at an intelligent place, but if a thing is at 2-5 ft of cover we design that. Then if it jumps up to 15 ft of cover, to 20, then we do a separate design for 15-20 ft of cover. So, we would like to eliminate that sentence there. And then, finally, the last sentence says prepared and stamped by Nevada P.E. Understood. However, a lot of, of some of the designs that we do for like smaller boxes in particular, 4 x 3, 5 x 6, they come right out of the ASTM standard. If they are coming right out of the design tables, we don’t see a need to for those to, for us to basically submit on those. It’s costly for us to go out and get a right of design, have an engineer stamp it, etc., and then submit that. And, if it’s called it’s designed as per ASTM C1577, if it comes right out of C1577 same wall thickness, right out of the table, there is not more than a 30-degree scoot to the rode, that’s a special design. If we’re not modifying walls and things like that. There’s no special loading cases, then we feel that should just come out of C1577. We shouldn’t have to submit on those. So, we wanted you to consider those three items for the box specifications.”

Mr. Peñuelas recommend to hold the item until the comment matrix that is going to be provided by Regional Flood District could be incorporated into the next draft.

Mr. Jim Keane made a motion to follow staff recommendation.

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<th>*Approval ☑</th>
<th>Disapproval ☐</th>
<th>Item Held ☐</th>
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*Conditions (if applicable):

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<th>Staff</th>
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Discussion:

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<th>*Approval ☑</th>
<th>Disapproval ☐</th>
<th>Item Held ☐</th>
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*Conditions (if applicable):
SECTION 509

PRECAST REINFORCED CONCRETE BOX CULVERTS

DESCRIPTION

509.01.01 GENERAL

A. This work shall consist of furnishing and placing Precast Reinforced Concrete Box (RCB) Culvert of the size and dimensions and at locations shown on the plans.

B. The precast RCB culvert shall be constructed to the lines and grades given by the Engineer and in accordance with the design shown on the plans.

C. Precast RCB culvert sections shall be monolithic.

D. Square or rectangular precast RCB sections shall be designed and constructed conforming to ASTM C1577, as controlled by the height of cover shown on the plans and specified herein. The design cover and loading calculations shall be included in the working drawing submittal.

E. Design calculations and working drawings shall be submitted for precast RCB sections for review and approval according to Subsection 105.02 "Plans and Working Drawings". Working drawings shall include the contract number, the jobsite name of the structure as shown on the plans, bridge number (if applicable), material designations, bill of materials, complete fabrication details, and guidelines for handling and assembly. Calculations and working drawings shall be prepared and stamped by a Nevada Registered Professional Civil Engineer.

MATERIALS

509.02.01 GENERAL

A. The materials used shall conform to the requirements in the following subsections:

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<th>Materials</th>
<th>Section/Subsection</th>
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<tr>
<td>Structure Excavation</td>
<td>206</td>
</tr>
<tr>
<td>Structure Backfill</td>
<td>207</td>
</tr>
<tr>
<td>Trench Excavation and Backfill</td>
<td>208</td>
</tr>
<tr>
<td>Selected Material Subbase</td>
<td>301</td>
</tr>
<tr>
<td>Portland Cement Concrete</td>
<td>501</td>
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<tr>
<td>Reinforcing Steel</td>
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<tr>
<td>Hydraulic Cement</td>
<td>701</td>
</tr>
<tr>
<td>Concrete Curing Materials and Admixtures</td>
<td>702</td>
</tr>
<tr>
<td>Grout and Mortar Sand</td>
<td>706.03.04</td>
</tr>
<tr>
<td>Joint Material</td>
<td>707</td>
</tr>
</tbody>
</table>

B. Manufacturer Certification and Qualification. The manufacturer of the precast RCB shall
submit for approval, substantial evidence of qualification to produce the product. Such
evidence of qualification shall include the following:
1. Plant produced concrete products proposed for use will require either National
Precast Concrete Association (NPCA) or American Concrete Pipe Association
(ACPA) certification.
2. Written evidence of successful completion of at least three (3) projects of size and
scope similar to the project for which the manufacturer wishes to be pre-qualified.
The projects shall have been performed within the previous three (3) years. Such
evidence shall include references for said work.
3. A written document detailing the manufacturer’s Quality Control Program that
demonstrates conformance to the requirements of these specifications.

C. Concrete. Concrete shall be as specified in Section 501, "Portland Cement Concrete".
A copy of the concrete mix design which will be used in the manufacture of the precast RCB
shall be submitted for review and approval. The mix design shall identify the type of casting
process (wet or dry casting), in addition to the requirements of Section 501.
1. When a wet cast manufacturing process is used, concrete shall be Class A Modified or
Class AA Modified. A wet cast manufacturing process is defined as one in which forms
are removed after 6 hours or more.
2. When a dry cast manufacturing process is used, concrete shall be Class A Modified.
A dry cast manufacturing process is defined as one in which the concrete is densified
by continuous vibration, and forms are removed immediately. If approved, alternative
aggregate gradations from those specified in Section 501 and Section 706 may be
allowed.

D. Product Certification. A certificate of compliance issued by the manufacturer of the precast
RCB shall be submitted at the time of shipment. The certificate shall include the following:
1. The specification under which the box sections were manufactured.
2. All project identification information as noted for working drawings above.
3. The number of box sections of each size which are being shipped.
4. A statement that the construction of the box sections, and all materials used therein,
   are in compliance with the requirements of the applicable ASTM or AASHTO
   specifications.
5. Copies of the Quality Control test results, and compressive strength for that lot shall be
   kept at the plant and available for review.

E. The Engineer may, at their option, inspect the precast facility operations including, but not
limited to, the reinforcing assembly, forming equipment, concrete batching equipment;
placement, curing, and handling equipment; and testing and inspection equipment and
procedures.

F. The manufacturer of the precast RCB shall maintain, for a period of seven (7) years following
shipment, a copy of the appropriate test reports and other documentation, including
compressive strength tests, necessary to support the certificates of compliance.

G. If the RCB culverts have not been cast prior to the notice to proceed date, written notification
shall be given two (2) weeks in advance of performing casting operations for the project.

H. All materials will be subject to inspection for acceptance as to condition at the latest
practicable time the Engineer has the opportunity to check for compliance prior to or during
incorporation of materials in the work.

I. Reinforcement shall conform to the requirements of Section 505, "Reinforcing Steel",
unless otherwise noted.

J. All joints of the precast boxes shall be sealed with a flexible, butyl-blend, watertight, preformed joint material with a minimum cross-section width of 1 ¼ square inches, installed according to the manufacturer’s recommendations. Joint material shall conform to ASTM C990.

1. Joint surfaces of the precast box shall be clean, dry and free of any foreign material, including mud, aggregate base, and leveling course. Apply primer in accordance with manufacturer’s recommendations. Install sealant to form a continuous seal around the perimeter of the joint. The sealant may be placed on the lower portion of the groove of the downstream box and upper portion of the tongue of the upstream box, provided there are three (3) inches of overlap of the sealant on each side of the box.

CONSTRUCTION

509.03.01 EARTHWORK

A. Excavation and backfill shall conform to the requirements of Section 206, "Structure Excavation," and Section 207, "Structure Backfill," or Section 208, "Trench Excavation and Backfill," when the precast RCB is constructed in a trench.

1. The precast RCB shall be bedded as shown in the plans or as specified in the Special Provisions.

2. When no bedding class is specified, the requirements for normal bedding as shown in the Uniform Standard Drawings 503 or 503.2 shall apply.

3. The lines and grades shall be established by the Engineer or as designated in the contract documents.

B. Where precast RCB sections are to be installed in new embankments on a steep slope or in a difficult location, the height of new embankments may be varied as directed by the Engineer.

C. When headwalls are not required and granular materials are used for backfilling, the fill at the ends of the structure shall be sealed against the infiltration of water by bedding the ends of the structure using Class II CLSM or concrete.

D. Subgrade preparation shall conform to the requirements of Section 301, "Selected Material Subbase".

509.03.02 HEADWALLS

A. Where shown on the plans, inlet and outlet headwalls shall be constructed or installed in connection with precast box sections.

B. Where headwalls are constructed or installed, the ends of precast RCB sections shall be placed flush or cut off flush with the headwall face, unless otherwise permitted by the Engineer.

C. Headwalls shall be constructed to conform to Section 501, "Portland Cement Concrete" and Section 502, "Concrete Structures."

509.03.03 LAYING PRECAST REINFORCED CONCRETE BOX CULVERTS

A. Construction installation shall comply with AASHTO LRFD Bridge Design Specifications, most current edition, Section 208, “Trench Excavation and Backfill”, and these specifications.

B. Inspection of precast RCBs prior to laying:
1. Written notification shall be given two (2) weeks in advance of performing casting operations.

2. No precast box shall be laid which is excessively cracked per Subsection 509.03.04, (i.e., cracked, spalled, or damaged) and shall be removed from the work. Precast RCB culverts which show defects due to handling will be rejected at the site of installation regardless of prior acceptance.

3. Fine cracks and checks on the surface of the member which do not extend to the plane of the nearest reinforcement will not be cause for rejection unless they are numerous and extensive. Cracks which extend into the plane of the reinforcing steel shall be repaired in a manner approved by the Engineer.

4. Small damaged or honeycombed areas which are purely surface defects in nature shall be repaired in an approved manner. Excessive damage, honeycomb, or cracking will be subject to structural review at the Contractor’s expense. All repairs shall be made sound, properly finished, and cured according to the pertinent specifications. When fine cracks or hair checks on the surface indicate poor curing practices, the production of precast boxes shall be discontinued until corrections are made and proper curing is provided.

C. All precast boxes shall be carefully handled during loading, unloading, transporting, and laying.

D. Precast box laying shall begin at the downstream end of the box except for extensions of existing boxes. Place the bottom of the box in contact with the bedding throughout its full length. The first section of box to be laid shall be firmly placed to the designated line and grade at the outlet end with the groove end pointing upstream. Construction loads shall be considered by the design engineer. Design loads shall not be exceeded at any time. Boxes shall be inspected before any backfill is placed. Contractor shall ensure that no rocks greater than three (3) inches or other rigid or jagged material is present in the bedding material where box will be laid directly on the material.

E. The box segments shall be joined in such a manner that the ends are fully entered and the inner surfaces are flush and even. The maximum tolerable nominal horizontal gap between joints is 0.75 inch, or the manufacturer’s maximum joint gap tolerance, whichever is less. This gap shall be checked immediately after laying each section. Any annular space existing in the invert and wall portion of the joint shall be filled with an approved mortar and finished flush with the interior surfaces of the box units. Any annular space existing in the top slab portion of the joint shall be filled with an approved mortar, and shall be extended down the exterior wall joint to the point where it meets interior grout limits. If the inner surfaces are not flush or there is an adverse slope, a procedure to repair the vertical gap must be submitted to the Engineer for approval.

F. After laying, the box culvert segments shall be checked for alignment and grade. The culvert shall be installed within the tolerances for horizontal and vertical location and gradient as follows:

1. Horizontal location within 0.05 feet of location shown on plans.
2. Vertical location within 0.05 feet of elevation shown on plans.
3. Gradient shall not vary by more than ten percent (10%) of slope shown on plans.

G. The Contractor shall remove and relay or replace box that is out of alignment, damaged, or has unduly settled at no cost to the Contracting Agency.

H. The interior of the precast box sections shall be kept free of dirt and other foreign material as the box laying progresses and be left clean at the completion of the work. Boxes which are not in true alignment, which show any undue settlement, or are damaged shall be taken up and re-laid at the Contractor’s expense. The bottom of the trench shall be graded and
prepared to provide a firm and uniform bearing throughout the entire length of the box for
the leveling course to be placed on. Blocking shall not be used to bring the box to grade.
Box sections shall be checked for alignment and grade at the time of joining the sections.

I. The box culverts shall be laid with nominal three (3) inch space between multiple box
culverts. The annular space shall be grouted. The grout shall be a workable mix suitable
for pumping without segregation and shall conform to the requirements of Section
706.03.04, "Grout and Mortar Sand." The grout shall be placed by pumping or an
approved alternate method and consolidated by mechanical vibration or rodding during
placement. The grouting shall be performed by a continuous placement in lifts not exceeding
six (6) feet. Vertical grout barriers may be used to control the flow of grout horizontally. The
grout shall attain a minimum compressive strength of 2,500 psi in 28 days when tested
according to ASTM C39.

J. The backfill material shall comply with the requirements of Section 208. If the Contractor
cannot fit compaction equipment between the box and the trench wall, or the conditions are
unsafe for compaction and/or testing, CLSM must be used.

K. The Contractor shall provide box culverts with beveled ends where the radius of the center
line alignment exceeds the manufacturer’s minimum radius of curvature allowed using pulled
joints. The maximum bevel angle shall not exceed 5 degrees. The Contractor may provide
elbows, with a maximum deflection angle of 22 ½ degrees, where the radius of the center
line alignments is less than the manufacturer's minimum radius of curvature for a 5-degree
bevel.

509.03.04 INSPECTION

A. All precast RCB joints and lengths shall be 100 percent inspected.

B. Inspection and Testing shall be performed by the contractor during and after installation to
ensure proper performance.

C. Installation of bedding and backfill materials, as well as their placement and compaction, shall
adhere to the requirements of this section and other applicable sections.

D. Errors in line and grade, as well as any improper placement or backfill techniques, shall be
corrected prior to placing significant backfill or trench fill.

E. Joints shall be properly assembled to prevent the infiltration of soil fines. Flexible joint material
shall be properly placed to prevent groundwater infiltration and shall be uniformly oriented
around the precast RCB.

F. Shallow cover installations shall be checked to ensure the minimum cover level is provided.

G. The Contractor shall complete an internal quality inspection a minimum of thirty (30) days
after final backfill has been placed and prior to final acceptance by the Contracting Agency.
The culvert shall be cleaned and inspected for cracks and joint gaps using visual physical
measurement or other devices, including but not limited to calibrated television or video
cameras, subject to approval by the Engineer.

H. Cracks in precast RCB culverts (both longitudinal and circumferential) that are less than 0.10
inch in width are generally considered non-structural flaws and need not be repaired. Cracks
that are equal to or exceed 0.10 inch in width shall require an evaluation by a Nevada licensed
professional engineer. The Contractor’s engineer shall provide a recommendation regarding
removal or repair in accordance with ASTM C1577 standards and subject to approval by the
Contracting Agency.

I. Precast RCB joints and lengths that do not meet the specification shall be repaired or replaced
at the Contractor’s expense. Any replacement precast RCB shall also be subject to the same
testing.
J. All inspection and testing results shall be submitted and approved by the Contracting Agency before final payment. The Agency Engineer shall be allowed access to randomly inspect at least 10 percent of the total number of precast RCB runs.

509.03.05 BACKFILL
A. Precast RCB culvert section backfill shall conform to the requirements of Section 207, "Structure Backfill", unless otherwise noted.
B. Prior to placing backfill material, all handling holes in RCB culverts shall be completely filled with grout or other acceptable methods, and subject to the approval of the Contracting Agency.

509.03.06 EXTENDING EXISTING CULVERTS
A. Where shown on the plans or directed by the Engineer, existing culverts shall be extended in accordance with the provisions for installing new culverts and the following additional provisions.
B. Existing headwalls shall be demolished, removed, and disposed of per Section 202, "Removal of Structures and Obstructions", or moved to the extended location as indicated on the plans or ordered by the Engineer.
C. A headwall that is not to be reset shall be demolished without injury to the existing culvert and removed and disposed of in accordance with the provisions of Section 202, "Removal of Structures and Obstructions." If shown on the plans or ordered by the Engineer, a new concrete headwall shall be constructed in accordance with the provisions of Section 501, "Portland Cement Concrete," of these specifications or a flared end section shall be attached thereto.

METHOD OF MEASUREMENT

509.04.01 MEASUREMENT
A. The materials to be paid for under these specifications will be listed in the contract items by size, class, type, gauge, or whatever information is necessary for identification.
B. The quantity of precast RCB culvert to be measured for payment will be the actual number of linear feet of culvert, complete and in place.
C. Precast RCB culvert bends, wyes, tees, and other branches will be measured and paid for by the linear foot for the sizes of culvert involved. Wyes, tees, and other branches will be measured along centerlines to the point of intersection.
D. All measurements will be made in accordance with Subsection 109.01, "Measurement of Quantities."

BASIS OF PAYMENT

509.05.01 PAYMENT
A. The accepted quantities of precast RCB culvert measured as specified in Subsection 509.04.01, "Measurement", will be listed under the respective sections of precast RCB.
B. The accepted quantity of [X]-FT X [X]-FT precast RCB culvert will be paid for at the contract unit price per linear foot shall include all labor, equipment and materials necessary to complete the work.
C. Full compensation for furnishing precast RCB culvert with end finish, including distortion if required, will be considered as included in the price paid per linear foot for the
precast RCB involved and no additional compensation will be allowed therefor.

D. Unless otherwise specified in the Special Provisions, full compensation for trench excavation, structure excavation, subgrade preparation, bedding, leveling course, trench backfill (selected, granular, CLSM), shoring, quality inspection, utility potholing, installation and/or removal of temporary pavement patching, compaction, dewatering, disposal of all excess or unsuitable material, protection and restoration, and related items of work not otherwise provided for, will be considered included in the price paid per linear foot of RCB. Such payment shall include compensation for all the materials, labor, tools, equipment, and incidentals necessary to complete the work as shown on the Plans, as specified herein, and as directed by the Engineer.

E. All payments will be made in accordance with Subsection 109.02, "Scope of Payment."

<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>PAY UNIT</th>
</tr>
</thead>
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<tr>
<td>(Size) Precast Reinforced Concrete Box Culvert</td>
<td>. . . . . . Linear Foot</td>
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</table>
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

<table>
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<tr>
<th>Metropolitan Planning Organization</th>
<th>Transit</th>
<th>Administration and Finance</th>
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</thead>
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<tr>
<td>SUBJECT: POLICIES AND PROCEDURES</td>
<td></td>
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<tr>
<td>PETITIONER: TINA QUIGLEY, CHIEF EXECUTIVE OFFICER</td>
<td>Regional Transportation Commission of Southern Nevada</td>
<td></td>
</tr>
<tr>
<td>RECOMMENDATION BY PETITIONER: ( ) THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AMENDMENTS TO THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA POLICIES AND PROCEDURES, CHAPTER 5 “RTCSNV RESPONSIBILITY” (FOR POSSIBLE ACTION)</td>
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<td></td>
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<tr>
<td>GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM</td>
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FISCAL IMPACT:

Not determined

BACKGROUND:

The Regional Transportation Commission of Southern Nevada (RTC) wishes to amend Section 5.2 of the RTC Policies and Procedures to add parameters for which the RTC will review and comment on private development off-site improvement plans.

All members of the Southern Nevada Homebuilders Association and the Commercial Real Estate Development Association (NAIOP) are in support of the proposed amendment. The proposed language is attached as Exhibit “A.”

The RTC Policies and Procedures are available on the RTC web site at:
https://www.rtcsnv.com/planning-engineering/streets-highways/

Respectfully submitted,

JOHN R. PEÑUELAS, JR., P.E.
Senior Director of Engineering

RTC Item #7
October 10, 2019
EAC Item #44
August 29, 2019
Consent
5.2 PROJECT REVIEW

5.2.1 The RTCSNV will review projects to ensure compliance with RTCSNV Policies and Procedures from those documents submitted as required in Section 3 “Project Requirements”.

5.2.2 The RTCSNV review will be for the purpose of insuring compliance with RTCSNV policy. Such a review shall be completed within ten working days of receipt of such plans and specifications. Once all comments are satisfied, the cover sheet shall be signed by RTCSNV.

5.2.3 The RTCSNV will review and comment on all private development off site improvement plans. The RTCSNV shall review first submissions within 10 calendar days. Subsequent submissions will be reviewed within five calendar days or the agreed upon member agency's expedited review schedule. The RTCSNV will provide comments and/or a Letter of No Objection (LNO) to the member agency's designated personnel responsible for development traffic approval. The review shall be exclusively for the purpose of regional project coordination, FAST infrastructure requirements, and conformance to conditions of approval placed on land use applications with respect to transit amenities.

5.3 PROJECT FIELD AUDIT

5.3.1 The RTCSNV will review projects on a regular basis but will have no direct administrative control over the project administration being exercised by the responsible entity. The RTCSNV will participate in periodic field audits through the General Manager or designee prior to final project acceptance to assure compliance with the interlocal contract. Prior to final project payment, the responsible entity will present a summary of all project costs to the RTCSNV for approval.

5.4 PROJECT DOCUMENTS

5.4.1 The responsible entity will receive, maintain, and file copies of documents associated with the project including agreements, inspection reports, test reports, correspondence, plans, specifications, and as-built plans. All responsible entity's files and documentation regarding the project will be available for review by the RTCSNV.

5.5 UNIFORM STANDARD SPECIFICATIONS AND DRAWINGS

5.5.1 The RTCSNV will maintain the: Uniform Standard Specifications and Drawings for Public Works Construction Off-Site Improvements, Clark County Area, Nevada and be the official repository of the latest copy. Revisions to the documents will be made in accordance with the procedures approved by the Commission.

6 REIMBURSEMENTS

6.1 REIMBURSABLE COSTS

6.1.1 No costs will be considered for reimbursement which were incurred before the date the Interlocal contract was approved by the Commission unless specifically addressed in the interlocal agreement. However, a project may be proposed by an entity for future RTCSNV reimbursement if a resolution is first adopted by the RTCSNV expressing its intent to participate in such reimbursement. Such resolution must expressly state that future RTCSNV reimbursement will be conditioned upon availability of adequate funds and compliance by the entity with all standard conditions, rules and standards for RTCSNV funded projects in effect at the
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

<table>
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<tr>
<td>SUBJECT: CAPITAL IMPROVEMENTS PROGRAM AMENDMENTS</td>
<td></td>
<td></td>
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<tr>
<td>PETITIONER: TINA QUIGLEY, CHIEF EXECUTIVE OFFICER</td>
<td>REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA</td>
<td></td>
</tr>
<tr>
<td>RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA ADOPT AMENDMENTS TO THE CAPITAL IMPROVEMENTS PROGRAM (FOR POSSIBLE ACTION)</td>
<td></td>
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<tr>
<td>GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM</td>
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FISCAL IMPACT:

None

BACKGROUND:

The following amendments to the Capital Improvements Program (CIP) are being requested. The fiscal actions associated with these projects are detailed later in this agenda.

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Fund</th>
<th>Entity</th>
<th>Year Programmed</th>
<th>Year Amended</th>
<th>Funds Available</th>
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<tbody>
<tr>
<td>232A-FTI2</td>
<td>FRI Extension</td>
<td>North Las Vegas</td>
<td>2021-2022</td>
<td>2019-2020</td>
<td>Yes</td>
</tr>
</tbody>
</table>

These amendments have no adverse impacts to the associated CIP and, therefore, are recommended for approval.

Respectfully submitted,

JOHN R. PEÑUELAS, JR., P.E.
Senior Director of Engineering

RTC Item #8
October 10, 2019
EAC Item #5
September 26, 2019
Consent
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

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<td>[X ]</td>
<td>[ ]</td>
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SUBJECT: CAPITAL IMPROVEMENTS PROGRAM FISCAL ACTIONS

PETITIONER: TINA QUIGLEY, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA RECEIVE A REPORT ON THE SUMMARY OF FISCAL ACTIONS RELATED TO THE CAPITAL IMPROVEMENTS PROGRAM (FOR POSSIBLE ACTION)

GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM

FISCAL IMPACT:
None

BACKGROUND:
This agenda item addresses requested changes in funding associated with the Capital Improvements Program (CIP) administered by the Streets and Highways Department of the Regional Transportation Commission of Southern Nevada. The attached Exhibit A and Exhibit B list requests for new projects and/or deletions of closed projects from the adopted CIP.

Respectfully submitted,

JOHN R. PENUELAS, JR., P.E.
Senior Director of Engineering

RTC Item #9
October 10, 2019

EAC Item #6
September 26, 2019
Consent
## Exhibit A - Summary of Fiscal Actions

### Motor Vehicle Fuel Tax

<table>
<thead>
<tr>
<th>ENTITY</th>
<th>PROJECT NUMBER</th>
<th>PROJECT NAME</th>
<th>ACTION</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>CLV</td>
<td>135AE-MVFT</td>
<td>Arterial Reconstruction Program; Fiscal Year 2020</td>
<td>Original</td>
<td>$800,000.00</td>
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<tr>
<td>CLV</td>
<td>051M-MVFT</td>
<td>Lamb Boulevard/Charleston Boulevard Traffic Improvements</td>
<td>10th Supplemental</td>
<td>$2,700,000.00</td>
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<td>BC</td>
<td>175T-MVFT (DD)</td>
<td>Neighborhood Rehabilitation Program; Fiscal Year 2020</td>
<td>Original</td>
<td>$700,000.00</td>
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<td>BC</td>
<td>233A-MVFT</td>
<td>Railroad Museum Road</td>
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<td>CC</td>
<td>142R2</td>
<td>Entity Non-Project Specific Expenses</td>
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### Fuel Revenue Indexing Extension

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<tbody>
<tr>
<td>CC</td>
<td>113E-FTI2</td>
<td>Fort Apache Road; Warm Springs Road to Tropicana Avenue</td>
<td>Original</td>
<td>$1,025,000.00</td>
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<td>CC</td>
<td>113D-FTI2</td>
<td>Fort Apache Road; Blue Diamond Road to Warm Springs Road</td>
<td>1st Supplemental</td>
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<td>CC</td>
<td>113C-FTI2</td>
<td>Fort Apache Road; Alexander Road to CC-215</td>
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<td>CLV</td>
<td>179B-FTI2</td>
<td>6th Street; Bridger Avenue to Stewart Avenue</td>
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<td>CLV</td>
<td>208A-FTI2</td>
<td>Freemont Street; Las Vegas Boulevard to Eastern Avenue</td>
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<td>Pedestrian Safety Upgrades; Fiscal Year 2018</td>
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<td>CNLV</td>
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<td>CNLV</td>
<td>089N-FTI2</td>
<td>Las Vegas Boulevard; Tonopah Avenue to Carey Avenue</td>
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<td>144AB-FTI</td>
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### Question 10

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<td>CLV</td>
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<td>COH</td>
<td>190K-Q10</td>
<td>Anthem Rose Trail and Pedestrian Bridge</td>
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### Total Fiscal Impact This Agenda

$20,695,000.00
### MVFT TOTAL PLAN

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<th>ILC Amount</th>
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<th>To</th>
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<th>Funding Requests</th>
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### CLARK COUNTY RESOURCES

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### Funding Requests

- **Amount:** $176,248,000
- **Date:** $615,000
- **Agenda:** $615,000

FY 2020 AVAILABLE BALANCE: $(11,037,561)

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**EXHIBIT "B"**
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**TOTALS** | $ 26,389,000 | $ 142,451,794 | $ 21,337,794 | $ 11,107,793.71 | $ 15,400,471.55 |
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## EXHIBIT "B"

### Regional Transportation Commission of Southern Nevada

**CAPITAL IMPROVEMENTS PROGRAM**

**Fiscal Year 2019-2023**

**Funding Requests**

**Available Resources**

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### City of Las Vegas

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### TOTALS

$777,276,250

**2019-20 Available Balances**

$2,596,252
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<td>5/3/2015</td>
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**FY 2020 AVAILABLE BALANCE** $23,915,876

**EXHIBIT "B"**
## FRI Extension

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<th>Design Start</th>
<th>Design Amount</th>
<th>Project Description</th>
<th>From</th>
<th>To</th>
<th>Cost</th>
<th>2019-20</th>
<th>Funding Requests</th>
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</thead>
<tbody>
<tr>
<td>144W-FT12</td>
<td>6/14/2018</td>
<td>$5,000,000</td>
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<td></td>
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<td>144V-FT12</td>
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<td>I-15 North</td>
<td>I-5</td>
<td></td>
<td>$10,050,000</td>
<td>$8,050,000</td>
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**Totals:** $7,000,000

FY 2020 Available Balance: $34,735,000

## Regional Transportation Commission (RTC)

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<th>Design Amount</th>
<th>Project Description</th>
<th>From</th>
<th>To</th>
<th>Cost</th>
<th>2019-20</th>
<th>Funding Requests</th>
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</thead>
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<td>10/10/2019</td>
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<td>ITS Data Analytics</td>
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<td>Roadside Unit Connected Vehicle Deployment</td>
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<td>$2,500,000</td>
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<td>ATC GPS Pre-emption</td>
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<td></td>
<td></td>
<td></td>
<td>Maryland Fixed Guide Way Capacity and Safety Improvements</td>
<td>Airport Stewart</td>
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</table>

**Totals:** $212,015,000

**Funding Requests:**

- 2019-20
- Funding Requests
- FY 2020 Available Balance: $34,735,000

## Resort Corridor Area Road Improvements (TIBP)

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<tr>
<th>Project Number</th>
<th>Design Start</th>
<th>Design Amount</th>
<th>Project Description</th>
<th>From</th>
<th>To</th>
<th>Cost</th>
<th>2019-20</th>
<th>Funding Requests</th>
</tr>
</thead>
<tbody>
<tr>
<td>222A-FT12</td>
<td>2/14/2019</td>
<td>$1,000,000</td>
<td>Clv Pedestrian Bridge at intersection of Sahara Avenue at Las Vegas Boulevard</td>
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<td>$32,000,000</td>
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**Totals:** $8,000,000

**Funding Requests:**

- 2019-20
- Funding Requests
- FY 2020 Available Balance: $34,735,000

**EXHIBIT "B"**
### Regional Transportation Commission of Southern Nevada
CAPITAL IMPROVEMENTS PROGRAM - FUEL REVENUE INDEXING EXTENSION FUNDING

**UPDATED OCTOBER 10, 2019**

### Q10

<table>
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<tr>
<th>PROJECT</th>
<th>AMOUNT</th>
<th>DESIGN CONTRACTS</th>
<th>FROM</th>
<th>TO</th>
<th>COST</th>
<th>2019-20</th>
<th>AGENDA</th>
<th>PHASE</th>
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<tr>
<td>CITY OF LAS VEGAS</td>
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<td>01Q1-Q10 11/8/2012</td>
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<td>RANCHO BONANZA</td>
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<td>SHEEP MOUNTAIN PARKWAY CORRIDOR STUDY</td>
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<td>157E2-Q10 4/9/2015</td>
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<td>ENTITY RIGHT-OF-WAY ACQUISITION</td>
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<td>170C-Q10 4/11/2013</td>
<td>1,566,000</td>
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<tr>
<td>1914-Q10 9/13/2013</td>
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<td>SYMPHONY PARK PEDESTRIAN BRIDGE @ UPRR</td>
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<td>211A-Q10 8/1/2018</td>
<td>160,000</td>
<td>CC-213 BELTWAY</td>
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**NEW PROJECTS**

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<tr>
<th>PROJECT</th>
<th>AMOUNT</th>
<th>DESIGN CONTRACTS</th>
<th>FROM</th>
<th>TO</th>
<th>COST</th>
<th>2019-20</th>
<th>AGENDA</th>
<th>PHASE</th>
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<tr>
<td>15S2-Q10 2/9/2017</td>
<td>266,635</td>
<td>OFF STREET SHARED USE PATH MAINTENANCE</td>
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<td></td>
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<td>HOOVER AVENUE PEDESTRIAN BRIDGE @ UPRR</td>
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**TOTALS**

| 23,277,635 | 112,609,405 | 4,442,556 | 1,942,556 |

**FY 2020 AVAILABLE BALANCE**

<p>| 17,346,007 |</p>
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<th>To</th>
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<th>New Projects</th>
<th>Interchange Design</th>
<th>Pipeline Projects</th>
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<td>$ 1,241,200</td>
<td>80/90 Trail</td>
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<tr>
<td>029-01</td>
<td>2/5/2013</td>
<td>11/18/2015</td>
<td>$ 544,000</td>
<td>$ 1,241,200</td>
<td>80/90 Trail</td>
<td>$ 544,000</td>
<td>$ 1,241,200</td>
<td>80/90 Trail</td>
<td>80/90 Trail</td>
<td>80/90 Trail</td>
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<td>2/5/2013</td>
<td>11/18/2015</td>
<td>$ 544,000</td>
<td>$ 1,241,200</td>
<td>80/90 Trail</td>
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<td>$ 1,241,200</td>
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<td>2/5/2013</td>
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<td>$ 1,241,200</td>
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<td>2/5/2013</td>
<td>11/18/2015</td>
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<td>$ 1,241,200</td>
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<td>$ 1,241,200</td>
<td>80/90 Trail</td>
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**CITY OF HENDERSON**
- UNDETERMINED FROM PREVIOUS YEAR: $ 3,000,000
- AVAILABLE RESOURCES: $ 4,000,000
- REMAINING RESOURCES: $ 4,000,000

**FUNDING REQUESTS**
- AVAILABLE: $ 6,000,000
- PROGRAMMED: $ 6,000,000
- REMAINING: $ 6,000,000

**AGENDA**
- TOTALS: $ 14,000,000
- AVAILABLE: $ 1,000,000
- PROGRAMMED: $ 1,000,000
- REMAINING: $ 1,000,000

**EXHIBIT B**
- UPDATED OCTOBER 10, 2019
**REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA**
**CAPITAL IMPROVEMENTS PROGRAM - DIRECT DISTRIBUTION**

**UPDATED OCTOBER 10, 2019**

### DIRECT DISTRIBUTION

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<th>PROGRAMMED</th>
<th>REMAINING RESOURCES</th>
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### BOULDER CITY

- Available resources: $7,961,309
- Unencumbered from previous year: $2,857,093
- Programmed: $31,444,653
- Remaining resources: $4,916,656

### Boulder City Projects

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<th>DESIGN AMOUNT</th>
<th>PROJECT</th>
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<th>TO</th>
<th>COST</th>
<th>2019-20</th>
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**FY 2020 AVAILABLE BALANCE**

**EXHIBIT "B"**
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

Metropolitan Planning Organization [X] Transit [ ] Administration and Finance [ ]

SUBJECT: WORKZONE INTELLIGENT TRANSPORTATION SYSTEM PROJECT: FISCAL YEAR 2020

PETITIONER: TINA QUIGLEY, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:

THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT THAT INCLUDES AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR ENGINEERING FOR PROJECT 144AB-FT12; WORKZONE INTELLIGENT TRANSPORTATION SYSTEM PROJECT: FISCAL YEAR 2020 (FOR POSSIBLE ACTION)

GOAL: ENHANCE MOBILITY BY IMPROVING TRANSPORTATION CHOICES AND FACILITATING MULTI-MODAL CONNECTIVITY

FISCAL IMPACT:

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<tr>
<th>Category</th>
<th>RTC Funds</th>
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<th>Total Project Costs</th>
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BACKGROUND:

The Regional Transportation Commission of Southern Nevada (RTC) is developing a work zone detection and management program using Intelligent Transportation Systems (ITS) technology to locate active lane closures associated with road work. The program is developing a work zone ITS specification to be used on RTC-funded projects and is testing various ITS devices (cameras, speed/flow sensors, Waze-connected arrow boards, Global Positioning System enabled equipment, etc.) to locate and assess the effect that temporary traffic control (TTC) is having on the roadway network. Assessments of effects will include, but is not limited to, impacts on transit stops and traffic signal operations. This program is a region-wide effort that will address issues that the member agencies have, such as properly assessing lane occupancy fees, increasing number of inspections without increasing staff, and determining if TTC is set up per approved permit(s).

Respectfully submitted,

JOHN R. PEÑUELAS, JR., P.E.
Senior Director of Engineering
INTERLOCAL AGREEMENT
WORKZONE INTELLIGENT TRANSPORTATION SYSTEM (ITS)
PROJECT: FISCAL YEAR 2020

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into the 10TH day of October 2019, by and among the County of Clark, a political subdivision of the State of Nevada; the City of Las Vegas, a municipal corporation; the City of North Las Vegas, a municipal corporation; and the City of Henderson, a municipal corporation, hereinafter referred to individually as “ENTITY” or collectively as “ENTITIES,” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.” Both the RTC and the ENTITIES are hereinafter referred to individually as “Party” and collectively as “Parties”.

W I T N E S S E T H:

WHEREAS, Nevada Revised Statute (NRS) 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the RTC intends to leverage existing and growing vehicle to vehicle network to provide a dynamic mapping service and intelligence about temporary construction sites and connected vehicle velocity data, hereinafter referred to as the “PROJECT.” The PROJECT will also provide any additional data to help the ENTITIES and the RTC evaluate temporary traffic control devises; and

WHEREAS, the ENTITIES are owners and operators of rights-of-way within their respective jurisdictions; and

WHEREAS, the RTC will take the lead role for the design of the PROJECT; and

WHEREAS, the RTC will coordinate with and include the ENTITIES; and

WHEREAS, the RTC is requesting engineering funds for the PROJECT; and

WHEREAS, the RTC agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract #1118 applies to the development of specific specifications that can be included with RTC funded roadway projects to help the ENTITIES monitor and evaluate the impacts to temporary traffic control devises to the traveling public.
SECTION II: PROJECT COSTS

The RTC agrees to provide Fuel Revenue Indexing Extension funds for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $1,000,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $1,000,000.00
   b. RIGHT-OF-WAY not to exceed $0.00
   c. CONSTRUCTION not to exceed $0.00

3. At the time the ATP for construction is granted, the RTC will make all attempts to publish the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the RTC or by a consultant employed by the RTC.

3. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2025. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the RTC be repaid.

4. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the RTC is responsible for the design and construction of the PROJECT. The RTC will be responsible for the actions or inactions of its Officers and Employees.

5. Should the construction funds be provided by sources other than the RTC, the RTC will reimburse the funds for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the ENTITIES.

*The remainder of this page is left intentionally blank.*
IN WITNESS WHEREOF, this Interlocal Contract #1118 is effective as of the date first set forth above.

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

October 10, 2019 By: ________________________________

LAWRENCE L. BROWN, III, Chairman

Approved as to Form and Legality: Attest:

RTC Legal Counsel MARIN DUBOIS, Management Analyst

Date of Commission Action: CLARK COUNTY BOARD OF COMMISSIONERS

______________________________

MARILYN KIRKPATRICK, Chair

Approved as to Form and Legality: Attest:

______________________________

LYNN MARIE GOYA, County Clerk

Date of Council Action: CITY OF LAS VEGAS

______________________________

CAROLYN G. GOODMAN, Mayor

Approved as to Form and Legality Attest:

______________________________

Deputy City Attorney LUANN D. HOLMES, MMC, City Clerk
Date of Council Action: CITY OF NORTH LAS VEGAS

______________________________ BY: ________________________________

JOHN J. LEE, Mayor

Approved as to Form and Legality

Attest:

MICHAELA RUSTIA MOORE
City Attorney

CATHARINE A. RAYNOR, CMC, City Clerk

Date of Council Action: CITY OF HENDERSON

______________________________ BY: ________________________________

RICHARD A. DERRICK
City Manager/CEO

Approved as to Finance:

Attest:

JIM MCINTOSH
Chief Financial Officer

SABRINA MERCADANTE, MMC
City Clerk

Approved as to Content:

Approved as to Form:

EDWARD MCGUIRE, P.E.
Director, Public Works

NICHOLAS G. VASKOV
City Attorney
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: FORT APACHE ROAD, WARM SPRINGS ROAD TO TROPICANA AVENUE

PETITIONER: DENIS CEDERBURG, DIRECTOR
CLARK COUNTY PUBLIC WORKS

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT
THAT INCLUDES AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING
EXTENSION FUNDS FOR ENGINEERING AND RIGHT-OF-WAY FOR CLARK COUNTY
PROJECT 113E-FT12; FORT APACHE ROAD, WARM SPRINGS ROAD TO TROPICANA
AVENUE (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT:

<table>
<thead>
<tr>
<th>Category</th>
<th>RTC Funds</th>
<th>Other Funds</th>
<th>Total Project Costs</th>
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<tbody>
<tr>
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BACKGROUND:
This interlocal contract applies to the engineering of improvements to Fort Apache Road, Warm Springs Road to Tropicana Avenue. The improvements may include up to four traffic lanes, medians, drainage facilities, and other appurtenances as may be necessary to construct a complete and functional project.

Respectfully submitted,

DENIS CEDERBURG
Director of Public Works

RTC Item #11
October 10, 2019
EAC Item #8
September 26, 2019
Consent
INTERLOCAL CONTRACT
FORT APACHE ROAD, WARM SPRINGS ROAD TO TROPICANA AVENUE

THIS INTERLOCAL CONTRACT is made and entered into this 10TH day of October, 2019, by and between CLARK COUNTY, a political subdivision hereinafter referred to as “COUNTY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

WITNESSETH

WHEREAS, the COUNTY intends to improve Fort Apache Road, Warm Springs Road to Tropicana Avenue, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as “PROJECT,” located wholly within Clark County; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the COUNTY is requesting funds to commence the engineering for the PROJECT; and

WHEREAS, the COUNTY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and"

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract #1131 applies to the engineering and right-of-way for Fort Apache Road, Warm Springs Road to Tropicana Avenue. The improvements may include up to four travel lanes, medians, drainage facilities, signings, striping, traffic control devices, curb, gutter, sidewalks, streetlights; traffic signals, utility relocations, and other appurtenances as may be necessary to construct a complete and functional Project. The Project is more specifically described in Exhibit “A” which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide Fuel Revenue Index Extension funding for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $1,025,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

   a. ENGINEERING not to exceed $525,000.00
   b. RIGHT-OF-WAY not to exceed $500,000.00
   c. CONSTRUCTION not to exceed $0.00
3. At the time the ATP for construction is granted, the COUNTY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the COUNTY or by a consultant employed by the COUNTY.

3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current “Policies and Procedures” of the RTC.

4. The COUNTY’s Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.

5. Upon completion of the construction of the PROJECT, it shall be maintained by the COUNTY and no funding is provided by this Contract for such maintenance.

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2025. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the COUNTY be repaid.

7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the COUNTY is responsible for the design and construction of the PROJECT. The COUNTY will be responsible for the actions or inactions of its Officers and Employees. The RTC’s sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the COUNTY, its Officers, Employees, or agents.

8. Should the construction funds be provided by sources other than the RTC, the COUNTY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the COUNTY.

The remainder of this page is left intentionally blank.
IN WITNESS WHEREOF, this Interlocal Contract #1131 is effective as of the date first set forth above:

Date of Commission Action: October 10, 2019

REGIONAL TRANSPORTATION COMMISSION

BY: LAWRENCE L. BROWN III, Chairman

Attest:

MARIN DUBOIS, Management Analyst

RTC Legal Counsel

Date of Commission Action: CLARK COUNTY BOARD OF COMMISSIONERS

BY: MARILYN KIRKPATRICK, Chair

Attest:

LYNN MARIE GOYA
County Clerk

Approved as to Form:

CLARK COUNTY LEGAL
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: FORT APACHE ROAD, ALEXANDER ROAD TO CC-215
PETITIONER: DENIS CEDERBURG, DIRECTOR
CLARK COUNTY PUBLIC WORKS

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3 TO INCREASE FUNDING THAT INCLUDES AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR ENGINEERING, RIGHT-OF-WAY AND CONSTRUCTION FOR CLARK COUNTY PROJECT 113C-FTI2; FORT APACHE ROAD, ALEXANDER ROAD TO CC-215 (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT:

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BACKGROUND:

The Regional Transportation Commission of Southern Nevada previously approved funding for engineering, right-of-way and construction of the subject project. This supplemental interlocal contract will provide funds for additional design for this project.

Respectfully submitted,

DENIS CEDERBURG
Director of Public Works

RTC Item #12
October 10, 2019
EAC Item #9
September 26, 2019
Consent
SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3
FORT APACHE ROAD, ALEXANDER ROAD TO CC-215

THIS SUPPLEMENTAL INTERLOCAL CONTRACT is made and entered into this 10TH day of October, 2019, by and between Clark County, a political subdivision of the State of Nevada, hereinafter referred to as “COUNTY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

WITNESSETH

WHEREAS, the RTC approved Interlocal Contract #957 dated September 14, 2017, and supplemental interlocal contracts dated June 13, 2019, and September 12, 2019, for improvements to Fort Apache Road, Alexander Road to CC-215, hereinafter referred to as “PROJECT,” located wholly within Clark County; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the RTC previously granted “Authorization to Proceed” for engineering, right-of-way and construction for the PROJECT; and

WHEREAS, the COUNTY wishes to increase total PROJECT funding; and

WHEREAS, the COUNTY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and”

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION II: PROJECT COSTS; shall be revised to read as follows:

The RTC agrees to provide Fuel Revenue Indexing Extension funding for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $18,005,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   a. CONSTRUCTION not to exceed $16,100,000.00
   b. ENGINEERING not to exceed $1,550,000.00
   c. RIGHT-OF-WAY not to exceed $355,000.00

3. At the time the ATP for construction is granted, the COUNTY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.
The remainder of the Interlocal Contract #957 dated September 14, 2017, and supplemental interlocal contracts dated June 13, 2019, and September 12, 2019, shall remain unchanged.

*The remainder of this page is left intentionally blank.*
IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 3 is effective as of the date first set forth above:

Date of Commission Action: October 10, 2019

REGIONAL TRANSPORTATION COMMISSION

BY: LAWRENCE L. BROWN III, Chairman

Attest:

MARIN DUBOIS, Management Analyst

Approved as to Form:

RTC Legal Counsel

Date of Commission Action: CLARK COUNTY BOARD OF COMMISSIONERS

BY: MARILYN KIRKPATRICK, Chair

Attest:

LYNN MARIE GOYA
City Clerk

Approved as to Form:

CLARK COUNTY LEGAL
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

<table>
<thead>
<tr>
<th>Metropolitan Planning Organization</th>
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<th>Administration and Finance</th>
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<tr>
<td>PETITIONER: Denis Cederburg, Director</td>
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<td></td>
</tr>
<tr>
<td>Clark County Public Works</td>
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</tbody>
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RECOMMENDATION BY PETITIONER:
That the Regional Transportation Commission of Southern Nevada approve and authorize the Chairman to sign supplemental interlocal contract No. 1 to increase funding that includes an authorization to proceed from fuel revenue indexing extension funds for engineering for Clark County Project 113D-FT12; Fort Apache Road, Blue Diamond Road to Warm Springs Road (for possible action)

GOAL: Maintain and improve transportation system infrastructure

FISCAL IMPACT:

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<th>RTC Funds</th>
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<th>Total Project Costs</th>
</tr>
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<td>Total RTC</td>
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BACKGROUND:
The Regional Transportation Commission of Southern Nevada previously approved funding for engineering of the subject project. This supplemental interlocal contract will provide additional project funding.

Respectfully submitted,

Denis Cederburg
Director of Public Works
SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
FORT APACHE ROAD, BLUE DIAMOND ROAD TO WARM SPRINGS ROAD

THIS SUPPLEMENTAL INTERLOCAL CONTRACT is made and entered into this 10TH day of October, 2019, by and between Clark County, a political subdivision of the State of Nevada, hereinafter referred to as “COUNTY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

WITNESSETH

WHEREAS, the RTC approved Interlocal Contract #1026 dated August 9, 2018, for improvements to Fort Apache Road, Blue Diamond Road to Warm Springs Road, hereinafter referred to as “PROJECT,” located wholly within Clark County; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the RTC previously granted “Authorization to Proceed” for engineering, for the PROJECT; and

WHEREAS, the COUNTY wishes to increase total PROJECT funding; and

WHEREAS, the COUNTY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and”

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION II: PROJECT COSTS; shall be revised to read as follows:

The RTC agrees to provide Fuel Revenue Indexing Extension funding for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $1,200,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   a. CONSTRUCTION not to exceed $0.00
   b. ENGINEERING not to exceed $1,200,000.00
   c. RIGHT-OF-WAY not to exceed $0.00

3. At the time the ATP for construction is granted, the COUNTY will make all attempts to publish the bid for this PROJECT within 90 calendar days.
4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

The remainder of the Interlocal Contract #1026 dated August 9, 2018 shall remain unchanged.

The remainder of this page is left intentionally blank.
IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 1 is effective as of the date first set forth above:

Date of Commission Action: October 10, 2019

REGионаl TRANSPORTATION COMMISSION

BY: LAWRENCE L. BROWN III, Chairman

Attest:

MARIN DUBOIS, Management Analyst

Approved as to Form:

RTC Legal Counsel

Date of Commission Action: CLARK COUNTY BOARD OF COMMISSIONERS

BY: MARILYN KIRKPATRICK, Chair

Attest:

LYNN MARIE GOYA
City Clerk

Approved as to Form:

CLARK COUNTY LEGAL
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: 6TH STREET, BRIDGER AVENUE TO STEWART AVENUE

PETITIONER: MIKE JANSSEN, DIRECTOR
CITY OF LAS VEGAS PUBLIC WORKS

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT THAT INCLUDES AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CONSTRUCTION FOR CITY OF LAS VEGAS PROJECT 179B-FT12; 6TH STREET, BRIDGER AVENUE TO STEWART AVENUE (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT:

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</table>

BACKGROUND:

The City of Las Vegas is requesting funding from Fuel Revenue Indexing Extension funds to complete the construction of the 6th Street, Bridger Avenue to Stewart Avenue project. The design and construction of the project was originally funded by Regional Transportation Commission of Southern Nevada Project 179A-FTI.

Respectfully submitted,

MIKE JANSSEN
Director of Public Works

DocuSign Envelope ID: 7E651D41-1F8C-4521-82EA-586FC6198FB4
INTERLOCAL CONTRACT
6TH STREET, BRIDGER AVENUE TO STEWART AVENUE

THIS INTERLOCAL CONTRACT made and entered into this 10th day of October 2019, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

WITNESSETH

WHEREAS, the CITY intends to construct roadway improvements for 6th Street, Bridger Avenue to Stewart Avenue, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as “PROJECT,” located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY is requesting funds for construction of the PROJECT; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to improvements associated with 6th Street, Bridger Avenue to Stewart Avenue. The basic improvements include rehabilitation of the existing pavement; improving existing intersections, traffic signal and street lighting upgrades, sidewalk widening, green bicycle lanes; street trees, public art, ADA improvements, utility relocation, and other appurtenances as may be necessary to construct a complete and functional project. The PROJECT is more specifically described in Exhibit “A” which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide Fuel Revenue Indexing Extension funds for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $5,000,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

   a. ENGINEERING not to exceed $0.00
   b. RIGHT-OF-WAY not to exceed $0.00
   c. CONSTRUCTION not to exceed $5,000,000.00
3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current “Policies and Procedures” of the RTC.

4. The CITY’s Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.

5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2023. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. The CITY will be responsible for the actions or inactions of its Officers and Employees. The RTC’s sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.

8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

*The remainder of this page is left intentionally blank.*
IN WITNESS WHEREOF, this Interlocal Contract is effective as of the date first set forth above.

Date of Commission Action: October 10, 2019

REGIONAL TRANSPORTATION COMMISSION

BY:

LAWRENCE L. BROWN III, Chairman

Attest:

MARIN DUBOIS, Management Analyst

Approved as to Form:

RTC Legal Counsel

Date of Council Action: CITY OF LAS VEGAS

BY:

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

Deputy City Attorney Date
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: ARTERIAL RECONSTRUCTION: FISCAL YEAR 2020 CITY OF LAS VEGAS MAINTENANCE

PETITIONER: MIKE JANSSEN, DIRECTOR
CITY OF LAS VEGAS PUBLIC WORKS

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT THAT INCLUDES AN AUTHORIZATION TO PROCEED FROM MOTOR VEHICLE FUEL TAX FUNDS FOR ENGINEERING FOR CITY OF LAS VEGAS PROJECT 135AE-MVFT; ARTERIAL RECONSTRUCTION: FISCAL YEAR 2020 CITY OF LAS VEGAS MAINTENANCE (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT:

<table>
<thead>
<tr>
<th>Category</th>
<th>RTC Funds</th>
<th>Other Funds</th>
<th>Total Project Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>Total RTC</td>
</tr>
<tr>
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<tr>
<td>Engineering</td>
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<tr>
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<td>Total</td>
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<td>$ -</td>
<td>$ 800,000.00</td>
</tr>
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</table>

BACKGROUND:

This Interlocal Contract applies to work to prolong the life of existing arterial roadways and is performed under annual maintenance contracts. Roadway sections will be repaired and upgraded and those beyond repair will be removed and replaced. The project is listed on the Capital Improvements Program list as Arterial Reconstruction Program and is more specifically described in Exhibit “A” of the contract.

Respectfully submitted,

MIKE JANSSEN
Director of Public Works
INTERLOCAL CONTRACT
ARTERIAL RECONSTRUCTION: FISCAL YEAR 2020 CITY OF LAS VEGAS MAINTENANCE

THIS INTERLOCAL CONTRACT is made and entered into this 10TH day of October 2019, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

WITNESSETH

WHEREAS, the CITY intends to design and construct roadway improvements for Arterial Reconstruction: 2020 City of Las Vegas Maintenance, which is included on the adopted RTC Capital Improvement Plan, which is included on the adopted RTC Capital Improvements Plan, hereinafter referred to as “PROJECT,” located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statute (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY is requesting funds to commence engineering for the PROJECT; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to improvements associated with the Annual Restoration and Preservation Projects. The basic improvements may include crack sealing, concrete repairs, pavement and base failure reconstructions, pavement resurfacing and re-profiling and traffic striping as necessary. Where applicable, wheel chair ramps will be installed at curb returns and temporary asphalt sidewalk installed in accordance with the RTC policy on sidewalk installation. Bike lanes will be part of the striping of the finished roadway as long as the bike lane is part of the Bicycle and Pedestrian Element of the Regional Transportation Plan. The Project is more specifically described in Exhibit “A” which is hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide Motor Vehicle Fuel Tax funding for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $800,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $800,000.00
   b. RIGHT-OF-WAY not to exceed $0.00
c. CONSTRUCTION not to exceed $0.00

3. An invitation to bid will not be issued for the construction of this project as the work will be completed through the CITY's annual maintenance contracts. At the time the ATP for construction is granted, the CITY will make all attempts to issue a Notice to Proceed for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current “Policies and Procedures” of the RTC.

4. The CITY’s Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.

5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2023. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. The CITY will be responsible for the actions or inactions of its Officers and Employees. The RTC’s sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.

8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

The remainder of this page is left intentionally blank.
IN WITNESS WHEREOF, this Interlocal Contract #1132 is effective as of the date first set forth above.

Date of Commission Action:  October 10, 2019

REGIONAL TRANSPORTATION COMMISSION

BY:  LAWRENCE L. BROWN III, Chairman

Attest:

MARIN DUBOIS, Management Analyst

RTC Legal Counsel

Date of Council Action:  CITY OF LAS VEGAS

BY:  CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

Deputy City Attorney Date
# Exhibit A

## Arterial Reconstruction Program FY 2020

<table>
<thead>
<tr>
<th>Interlocal Contract:</th>
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</thead>
<tbody>
<tr>
<td>1 Farm Road, Tenaya Way to Tule Springs Road</td>
<td>Design</td>
</tr>
<tr>
<td>2 Fort Apache Road, Desert Inn Road to Charleston Boulevard</td>
<td>Design</td>
</tr>
<tr>
<td>3 Grand Central Parkway, Charleston Boulevard to City Parkway</td>
<td>Design</td>
</tr>
<tr>
<td>4 Rampart Boulevard, Charleston Boulevard to Alta Drive</td>
<td>Design</td>
</tr>
<tr>
<td>5 Tenaya Way, Lake Mead Boulevard to Washington Avenue</td>
<td>Design</td>
</tr>
<tr>
<td>6 Vegas Drive, Buffalo Drive to Rainbow Boulevard</td>
<td>Design</td>
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<tr>
<td>7 Vegas Drive, Rampart Boulevard to Buffalo Drive</td>
<td>Design</td>
</tr>
<tr>
<td>8 Rancho Drive, Teddy Drive to Desert Inn Road</td>
<td>Design</td>
</tr>
<tr>
<td>9 4th Street, Stewart Boulevard to US 95</td>
<td>Design</td>
</tr>
<tr>
<td>10 Signage &amp; Pavement Marking Improvements</td>
<td>Construction</td>
</tr>
<tr>
<td>11 Transportation Asset Management Maintenance</td>
<td>Design</td>
</tr>
</tbody>
</table>
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: CITY OF LAS VEGAS ARTERIAL RECONSTRUCTION PROGRAM – PACKAGE 6

PETITIONER: MIKE JANSSEN, DIRECTOR
CITY OF LAS VEGAS PUBLIC WORKS

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3 TO INCREASE FUNDING THAT INCLUDES AN AUTHORIZATION TO PROCEED FOR ENGINEERING AND CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 135Z-FTI2; CITY OF LAS VEGAS ARTERIAL RECONSTRUCTION PROGRAM – PACKAGE 6 (FOR POSSIBLE ACTION)

GOAL: INCREASE SAFETY FOR BOTH MOTORIZED AND NON-MOTORIZED USERS

FISCAL IMPACT:

<table>
<thead>
<tr>
<th>Category</th>
<th>RTC Funds</th>
<th>Other Funds</th>
<th>Total Project Costs</th>
</tr>
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<tr>
<td></td>
<td>Current Request</td>
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<td>Total RTC</td>
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<td>$ 875,000.00</td>
<td>$ 5,925,000.00</td>
<td>$ 6,800,000.00</td>
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BACKGROUND:
The City of Las Vegas is requesting an increase in funding to complete construction and a revised Authorization to Proceed for engineering and construction for the project.

Respectfully submitted,

[Signature]
Director of Public Works

RTC Item #16
October 10, 2019
EAC Item #13
September 26, 2019
Consent
SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3
ARTERIAL RECONSTRUCTION PROGRAM – PACKAGE 6

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3 is made and entered into this 10TH day of October, 2019, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the “CITY” and the Regional Transportation Commission of Southern Nevada hereinafter referred to as “RTC.”

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract #979 dated January 11, 2018 and supplemental interlocal contracts dated September 13, 2018, and May 23, 2019, for roadway improvements for Arterial Reconstruction Program – Package 6, hereinafter referred to as “PROJECT,” being located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statute (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the RTC agrees to provide funding for all costs associated with the PROJECT in accordance to the current policies and procedures, incorporated herein by reference; and

WHEREAS, the RTC previously granted “Authorization to Proceed” for engineering and construction of the PROJECT; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY wishes to increase total PROJECT funding for construction; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION II: PROJECT COSTS; shall be revised to read as follows:

The RTC agrees to provide funding from Motor Vehicle Fuel Tax funds for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $6,800,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

   a. ENGINEERING not to exceed $425,000.00
   b. RIGHT-OF-WAY not to exceed $0.00
   c. CONSTRUCTION not to exceed $6,375,000.00

3. An invitation to bid will not be issued for the construction of this project as the work will be completed through the CITY’s annual maintenance contracts. At the time written
“Authorization to Proceed” is granted by the RTC for construction, the CITY will issue a Notice to Proceed prior to 60 calendar days from the date of the signed Authorization to Proceed or the Authorization to Proceed will be automatically rescinded by the RTC.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

The remainder of the Interlocal Contract #979 dated January 11, 2018, and supplemental interlocal contracts dated September 13, 2018, and May 23, 2019, shall remain unchanged.

*The remainder of this page is left intentionally blank.*
IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 3 is effective as of the date first set forth above.

Date of Commission Action: October 10, 2019

REGIONAL TRANSPORTATION COMMISSION

BY:

LAWRENCE L. BROWN III, Chairman

Attest:

MARIN DUBOIS, Management Analyst

Approved as to Form:

RTC Legal Counsel

Date of Council Action: CITY OF LAS VEGAS

BY:

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

Deputy City Attorney Date
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: PEDESTRIAN SAFETY UPGRADES FISCAL YEAR 2018

PETITIONER: MIKE JANSSEN, DIRECTOR
CITY OF LAS VEGAS PUBLIC WORKS

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 TO INCREASE PROJECT FUNDING THAT INCLUDES AN AUTHORIZATION TO PROCEED FOR ENGINEERING FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 178M2-FT12; PEDESTRIAN SAFETY UPGRADES FISCAL YEAR 2018 (FOR POSSIBLE ACTION)

GOAL: INCREASE SAFETY FOR BOTH MOTORIZED AND NON-MOTORIZED USERS

FISCAL IMPACT:

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<thead>
<tr>
<th>Category</th>
<th>RTC Funds</th>
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<th>Total Project Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Current Request</td>
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</tr>
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<tr>
<td>Engineering</td>
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<td>Right-of-Way</td>
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<td>$170,000.00</td>
<td>$615,000.00</td>
<td>$785,000.00</td>
</tr>
</tbody>
</table>

BACKGROUND:

The City of Las Vegas (Las Vegas) has entered into a contract with Jacobs Engineering for design of the project. Additional funds are required to cover the contract modification for additional design services and Las Vegas’s internal labor costs.

Respectfully submitted,

MIKE JANSSEN
Director of Public Works

RTC Item #17
October 10, 2019
EAC Item #14
September 26, 2019
Consent
SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2
PEDESTRIAN SAFETY UPGRADES FISCAL YEAR 2018

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 is made and entered into this 10TH day of October 2019, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the “CITY” and the Regional Transportation Commission of Southern Nevada hereinafter referred to as “RTC.”

WITNESSETH

WHEREAS, the RTC approved Interlocal Contract #1003 dated April 12, 2018, and Supplemental Interlocal Contract No. 1 dated October 11, 2018, for improvements for Pedestrian Safety Upgrades Fiscal Year 2018, hereinafter referred to as “PROJECT,” located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the RTC previously granted “Authorization to Proceed” for engineering for the PROJECT; and

WHEREAS, the CITY wishes to increase total PROJECT funding for engineering; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION II: PROJECT COSTS; shall be revised to read as follows:

The RTC agrees to provide funding from Fuel Revenue Indexing Extension funds for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $785,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $785,000.00
   b. RIGHT-OF-WAY not to exceed $0.00
   c. CONSTRUCTION not to exceed $0.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.
4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

The remainder of Interlocal Contract #1003 dated April 12, 2018, and Supplemental Interlocal Contract No. 1 dated October 11, 2018, shall remain unchanged.

*The remainder of this page is left intentionally blank.*
IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 2 is effective as of the date first set forth above.

Date of Commission Action: October 10, 2019

BY:

LAWRENCE L. BROWN III, Chairman

Attest:

MARIN DUBOIS, Management Analyst

Approved as to Form:

RTC Legal Counsel

Date of Council Action: CITY OF LAS VEGAS

BY:

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

Deputy City Attorney Date
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

<table>
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<tr>
<th>Metropolitan Planning Organization</th>
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<th>Administration and Finance</th>
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<tr>
<td>SUBJECT: FREMONT STREET, LAS VEGAS BOULEVARD TO EASTERN AVENUE MULTI-MODAL IMPROVEMENTS</td>
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<tr>
<td>PETITIONER: MIKE JANSSEN, DIRECTOR</td>
<td></td>
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<tr>
<td>CITY OF LAS VEGAS PUBLIC WORKS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RECOMMENDATION BY PETITIONER:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3 TO INCREASE PROJECT FUNDING THAT INCLUDES AN AUTHORIZATION TO PROCEED FOR ENGINEERING AND CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF LAS VEGAS PROJECT 208A-FT12; FREMONT STREET, LAS VEGAS BOULEVARD TO EASTERN AVENUE MULTI-MODAL IMPROVEMENTS (FOR POSSIBLE ACTION)</td>
<td></td>
<td></td>
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<tr>
<td>GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE</td>
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<td></td>
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FISCAL IMPACT:

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<tr>
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<td>$18,000,000.00</td>
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BACKGROUND:

The City of Las Vegas is requesting an increase in funding to proceed with the construction of the project. This is a Construction Manager at Risk project. Based on negotiated Guaranteed Maximum Price with Las Vegas Paving Corporation, additional funds are necessary to cover all project costs.

Respectfully submitted,

MIKE JANSSEN
Director of Public Works

RTC Item #18
October 10, 2019
EAC Item #15
September 26, 2019
Consent
SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3
FREMONT STREET, LAS VEGAS BOULEVARD TO EASTERN AVENUE
MULTI-MODAL IMPROVEMENTS

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3 is made and entered into this 10TH day of October 2019, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the “CITY” and the Regional Transportation Commission of Southern Nevada hereinafter referred to as “RTC.”

WITNESSETH

WHEREAS, the RTC approved Interlocal Contract #999 dated March 8, 2018, and supplemental interlocal contracts dated August 9, 2018, and August 8, 2019, for improvements to Fremont Street, Las Vegas Boulevard to Eastern Avenue Multi-Modal Improvements, hereinafter referred to as “PROJECT,” located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the RTC previously granted “Authorization to Proceed” for engineering and construction for the PROJECT; and

WHEREAS, the CITY wishes to increase total PROJECT funding and commence construction of the PROJECT; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION II: PROJECT COSTS; shall be revised to read as follows:

The RTC agrees to provide funding from Fuel Revenue Indexing Extension funds for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $18,000,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

   a. ENGINEERING not to exceed $1,500,000.00
   b. RIGHT-OF-WAY not to exceed $0.00
   c. CONSTRUCTION not to exceed $16,500,000.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to finalize the Guaranteed Maximum Price (GMP) for this PROJECT within 90 calendar days.
4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

The remainder of Interlocal Contract #999 dated March 8, 2018, and supplemental interlocal contracts dated August 9, 2018, and August 8, 2019, shall remain unchanged.

*The remainder of this page is left intentionally blank.*
IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 3 is effective as of the date first set forth above.

Date of Commission Action: October 10, 2019

REGIONAL TRANSPORTATION COMMISSION

BY: LAWRENCE L. BROWN III, Chairman

Attest:

MARIN DUBOIS, Management Analyst

Approved as to Form:

RTC Legal Counsel

Date of Council Action: CITY OF LAS VEGAS

BY: CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

Deputy City Attorney Date
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: LAMB BOULEVARD/CHARLESTON BOULEVARD TRAFFIC IMPROVEMENTS

PETITIONER: MIKE JANSSEN, DIRECTOR
CITY OF LAS VEGAS PUBLIC WORKS

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL CONTRACT NO. 10 TO INCREASE PROJECT FUNDING THAT INCLUDES AN AUTHORIZATION TO PROCEED FOR ENGINEERING, RIGHT-OF-WAY AND CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CITY OF LAS VEGAS PROJECT 051M-MVFT; LAMB BOULEVARD/CHARLESTON BOULEVARD TRAFFIC IMPROVEMENTS (FOR POSSIBLE ACTION)

GOAL: IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF THE TRANSPORTATION SYSTEM AND AIR QUALITY BY MANAGING CONGESTION

FISCAL IMPACT:

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Project Cost</th>
<th>Federal Funds</th>
<th>RTC Funds</th>
</tr>
</thead>
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<tr>
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<td></td>
<td>Current Request</td>
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<td></td>
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<tr>
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<td>Engineering</td>
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<td>Right-of-Way</td>
<td>$ 6,375,900.00</td>
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<td>$17,169,450.00</td>
<td>$10,253,450.00</td>
<td>$43,737.00</td>
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BACKGROUND:

This Supplemental Interlocal Contract No. 10 will increase project funding to provide the City of Las Vegas’s (Las Vegas) funding requirement pursuant to Agreement PR060-09-063. This contract is between Las Vegas and the Nevada Department of Transportation. The increase will provide $43,737.00 for additional local match and $2,656,263.00 beyond grant/federal funds Las Vegas has obtained for the project.

Respectfully submitted,

MIKE JANSSEN
Director of Public Works
SUPPLEMENTAL INTERLOCAL CONTRACT NO. 10
LAMB BOULEVARD/CHARLESTON BOULEVARD TRAFFIC IMPROVEMENTS

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 10 is made and entered into this 10TH day of October 2019, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the “CITY” and the Regional Transportation Commission of Southern Nevada hereinafter referred to as “RTC.”

WITNESSETH

WHEREAS, RTC approved Interlocal Contract #484 dated September 9, 2004 and supplemental interlocal contracts dated December 11, 2008, October 8, 2009, December 10, 2009, March 11, 2010, September 9, 2010 and October 9, 2014, May 9, 2016, November 10, 2016, and January 12, 2017, for roadway improvements for Lamb Boulevard/Charleston Boulevard traffic capacity enhancements, hereinafter referred to as “PROJECT,” being located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statute (NRS) Chapter 277.180 authorize any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY entered into Agreement PR060-09-063 with Nevada Department of Transportation (NDOT); and

WHEREAS, the CITY’s financial obligation under said agreement with NDOT will be covered by this contract; and

WHEREAS, the RTC agrees to provide funding for all costs associated with the PROJECT in accordance to the current policies and procedures, incorporated herein by reference; and

WHEREAS, the RTC previously granted “Authorization to Proceed” for engineering, construction and right-of-way of the PROJECT; and

WHEREAS, the CITY wishes to increase total PROJECT funding; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION II: PROJECT COSTS; shall be revised to read as follows:

The RTC agrees to provide funding from Motor Vehicle Fuel Tax funds for all costs associated with the PROJECT as outlined below:

///
1. The total cost for this contract shall not exceed $6,916,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $1,436,000.00
   b. RIGHT-OF-WAY not to exceed $3,180,000.00
   c. CONSTRUCTION not to exceed $2,300,000.00

3. At the time the ATP for constructed is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.


_The remainder of this page is left intentionally blank._
**IN WITNESS WHEREOF**, this Supplemental Interlocal Contract No. 10 is effective as of the date first set forth above.

<table>
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<tr>
<th>Date of Commission Action:</th>
<th>REGIONAL TRANSPORTATION COMMISSION</th>
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<tbody>
<tr>
<td>October 10, 2019</td>
<td>BY:</td>
</tr>
<tr>
<td></td>
<td>LAWRENCE L. BROWN III, Chairman</td>
</tr>
<tr>
<td></td>
<td>Attest:</td>
</tr>
<tr>
<td></td>
<td>MARIN DUBOIS, Management Analyst</td>
</tr>
<tr>
<td></td>
<td>Approved as to Form:</td>
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<tr>
<td></td>
<td>RTC Legal Counsel</td>
</tr>
</tbody>
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<table>
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<tr>
<th>Date of Council Action:</th>
<th>CITY OF LAS VEGAS</th>
</tr>
</thead>
<tbody>
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<td></td>
<td>BY:</td>
</tr>
<tr>
<td></td>
<td>CAROLYN G. GOODMAN, Mayor</td>
</tr>
<tr>
<td></td>
<td>Attest:</td>
</tr>
<tr>
<td></td>
<td>LUANN D. HOLMES, MMC</td>
</tr>
<tr>
<td></td>
<td>City Clerk</td>
</tr>
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<td></td>
<td>Approved as to Form:</td>
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</table>

<table>
<thead>
<tr>
<th>Deputy City Attorney</th>
<th>Date</th>
</tr>
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</table>
REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA
AGENDA ITEM

SUBJECT: CC-215 BELTWAY TRAIL: CENTENNIAL PARKWAY TO DECATURE BOULEVARD
PETITIONER: MIKE JANSSEN, DIRECTOR
CITY OF LAS VEGAS PUBLIC WORKS

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN SUPPLEMENTAL INTERLOCAL
CONTRACT NO. 1 TO INCREASE PROJECT FUNDING THAT INCLUDES AN
AUTHORIZATION TO PROCEED FOR ENGINEERING, RIGHT-OF-WAY AND CONSTRUCTION
FROM QUESTION 10 FUNDS FOR CITY OF LAS VEGAS PROJECT 215A-Q10; CC-215
BELTWAY TRAIL, CENTENNIAL PARKWAY TO DECATURE BOULEVARD (FOR POSSIBLE
ACTION)

GOAL: INCREASE SAFETY FOR BOTH MOTORIZED AND NON-MOTORIZED USERS

FISCAL IMPACT:

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Project Cost</th>
<th>Federal Funds</th>
<th>RTC Funds</th>
</tr>
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<tr>
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<td>$2,000,000.00</td>
<td>$-</td>
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<tr>
<td>Right of Way</td>
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<td>$212,000.00</td>
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<td>$9,283,523.00</td>
<td>$209,659.00</td>
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BACKGROUND:

This Supplemental Interlocal Contract No. 1 will increase project funding to provide the City of Las Vegas’s (Las Vegas) funding requirement pursuant to Agreement P481-16-063. This contract is between Las Vegas and the Nevada Department of Transportation (NDOT). The increase will provide $209,659.00 for additional local match and $1,640,341.00 beyond federal funds obtained for the construction of Segment A of the project. Construction of Segment C will be at a later date. Segment B will be included in a separate project managed by NDOT.

Respectfully submitted,

MIKE JANSSEN
Director of Public Works
SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
CC-215 BELTWAY TRAIL: CENTENNIAL PARKWAY TO DECATURE BOULEVARD

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 is made and entered into this 10th day of October, 2019, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the “CITY” and the Regional Transportation Commission of Southern Nevada hereinafter referred to as “RTC.”

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract #1029 dated August 9, 2018 for improvements to CC-215 Beltway Trail: Centennial Parkway to Decatur Boulevard, hereinafter referred to as “PROJECT,” being located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statute (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY entered into Agreement PR481-16-063 with Nevada Department of Transportation (NDOT); and

WHEREAS, the CITY’s financial obligation under said agreement with NDOT will be covered by this contract; and

WHEREAS, the RTC agrees to provide funding for all costs associated with the PROJECT in accordance to the current policies and procedures, incorporated herein by reference; and

WHEREAS, the RTC previously granted “Authorization to Proceed” for engineering, right-of-way and construction of the PROJECT; and

WHEREAS, the CITY wishes to increase total PROJECT funding; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION II: PROJECT COSTS; shall be revised to read as follows:

The RTC agrees to provide funding from Question 10 funds for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $2,200,000.00.

///
2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $176,317.00
   b. RIGHT-OF-WAY not to exceed $11,157.00
   c. CONSTRUCTION not to exceed $2,012,526.00

3. At the time the ATP for constructed is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

The remainder of the Interlocal Contract #1029 dated August 9, 2018 shall remain unchanged.

*The remainder of this page is left intentionally blank.*
IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 1 is effective as of the date first set forth above.

Date of Commission Action: 

REGIONAL TRANSPORTATION COMMISSION

October 10, 2019

BY: 

LAWRENCE L. BROWN III, Chairman

Attest:

MARIN DUBOIS, Management Analyst

Approved as to Form:

RTC Legal Counsel

Date of Council Action: 

CITY OF LAS VEGAS

BY: 

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

Deputy City Attorney Date
Attachment A-1

SCOPE OF WORK
CC 215 TRAIL PROJECT

The project consists of a shared use path including pedestrian bridges along CC 215. The full limits of the design Project are from Centennial Parkway to Decatur Boulevard. The Project will be broken into three construction phases as follows:

Segment A – Tenaya Way to Decatur Boulevard
Segment B – Grand Montecito Parkway to Tenaya Way (to be constructed with NDOT Centennial Bowl Project Phase 3D/E)
Segment C – Centennial Parkway to Grand Montecito Parkway
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: LAS VEGAS BOULEVARD, TONOPAH AVENUE TO CAREY AVENUE

PETITIONER: DALE DAFFERN, P.E., DIRECTOR
CITY OF NORTH LAS VEGAS PUBLIC WORKS

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT
THAT INCLUDES AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING
EXTENSION FUNDS FOR ENGINEERING AND RIGHT-OF-WAY FOR CITY OF NORTH LAS
VEGAS PROJECT 089N-FT12; LAS VEGAS BOULEVARD, TONOPAH AVENUE TO CAREY
AVENUE (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT:

<table>
<thead>
<tr>
<th>Category</th>
<th>RTC Funds</th>
<th>Other Funds</th>
<th>Total Project Costs</th>
</tr>
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<td>Total RTC</td>
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<tr>
<td>Construction</td>
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<td>$ -</td>
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<td>Engineering</td>
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<td>Right-of-Way</td>
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<td>$ 2,250,000.00</td>
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</table>

BACKGROUND:

This Interlocal Contract will provide project funding for the engineering of roadway improvements and rehabilitation of Las Vegas Boulevard, Tonopah Avenue to Carey Avenue, including all necessary appurtenances and Complete Streets elements as feasible.

Respectfully submitted,

DALE DAFFERN, P.E.
Director of Public Works

rtc item #21
October 10, 2019
EAC item #18
September 26, 2019
Consent
INTERLOCAL CONTRACT
LAS VEGAS BOULEVARD
TONOPAH AVENUE TO CAREY AVENUE

THIS INTERLOCAL CONTRACT is made and entered into this 10TH day of October, 2019, by and between the City of North Las Vegas, a municipal corporation, hereinafter referred to as “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

WITNESSETH

WHEREAS, the CITY intends to improve Las Vegas Boulevard, Tonopah Avenue to Carey Avenue, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as “PROJECT,” located wholly within the City of North Las Vegas; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY is requesting funds to commence the engineering and right-of-way for the PROJECT; and

WHEREAS, the CITY agrees to conform to the current Policies and Procedures, as amended, incorporated herein by reference; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract #1135 applies to engineering to Las Vegas Boulevard, Tonopah Avenue to Carey Avenue. The Project is more specifically described in Exhibit “A” which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide Fuel Revenue Indexing Extension funds for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $2,150,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $2,150,000.00
   b. RIGHT-OF-WAY not to exceed $100,000.00
   c. CONSTRUCTION not to exceed $0.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.
4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current “Policies and Procedures” of the RTC.

4. The CITY’s Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.

5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2024. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. The CITY will be responsible for the actions or inactions of its Officers and Employees. The RTC’s sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.

8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

The remainder of this page is left intentionally blank.
IN WITNESS WHEREOF, this Interlocal Contract #1135 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

October 10, 2019 BY: LAWRENCE L. BROWN III, Chairman

Attest:

__________________________ MARIN DUBOIS, Management Analyst

Approved as to Form:

__________________________ RTC Legal Counsel

Date of Council Action: CITY OF NORTH LAS VEGAS

__________________________ JOHN J. LEE, Mayor

Attest

__________________________ CATHARINE A. RAYNOR, MMC

City Clerk

Approved as to Form

__________________________ MICAELA RUSTIA MOORE

City Attorney
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

Metropolitan Planning Organization [X] Transit [ ] Administration and Finance [ ]

SUBJECT: CIVIC CENTER DRIVE; CAREY AVENUE TO CHEYENNE AVENUE

PETITIONER: DALE DAFFERN, P.E., DIRECTOR
CITY OF NORTH LAS VEGAS PUBLIC WORKS

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT THAT INCLUDES AN AUTHORIZATION TO PROCEED FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR ENGINEERING AND RIGHT-OF-WAY FOR CITY OF NORTH LAS VEGAS PROJECT 232A-FT12; CIVIC CENTER DRIVE; CAREY AVENUE TO CHEYENNE AVENUE (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT:

<table>
<thead>
<tr>
<th>Category</th>
<th>RTC Funds</th>
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<td>Total RTC</td>
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<tr>
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<td>Right-of-Way</td>
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<td>Total</td>
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<td>$ 225,000.00</td>
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</table>

BACKGROUND:

This Interlocal Contract will provide project funding for the engineering of roadway improvements and rehabilitation of Civic Center Drive; Carey Avenue to Cheyenne Avenue, including all necessary appurtenances and Complete Streets elements as feasible.

Respectfully submitted,

[Signature]

DALE DAFFERN, P.E.
Director of Public Works
INTERLOCAL CONTRACT
CIVIC CENTER DRIVE
CAREY AVENUE TO CHEYENNE AVENUE

THIS INTERLOCAL CONTRACT is made and entered into this 10TH day of October, 2019, by and between the City of North Las Vegas, a municipal corporation, hereinafter referred to as “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

W I T N E S S E T H

WHEREAS, the CITY intends to improve Civic Center Drive, Carey Avenue to Cheyenne Avenue, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as “PROJECT,” located wholly within the City of North Las Vegas; and

WHEREAS, Nevada Revised Statute (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY is requesting funds to commence the engineering and right-of-way for the PROJECT; and

WHEREAS, the CITY agrees to conform to the current Policies and Procedures, as amended, incorporated herein by reference; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract #1134 applies to engineering to Civic Center Drive; Carey Avenue to Cheyenne Avenue. The Project is more specifically described in Exhibit “A” which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide Fuel Revenue Indexing Extension funds for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $225,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
   a. ENGINEERING not to exceed $200,000.00
   b. RIGHT-OF-WAY not to exceed $25,000.00
   c. CONSTRUCTION not to exceed $0.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.
4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current “Policies and Procedures” of the RTC.

4. The CITY’s Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.

5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2024. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. The CITY will be responsible for the actions or inactions of its Officers and Employees. The RTC’s sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.

8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

The remainder of this page is left intentionally blank.
IN WITNESS WHEREOF, this Interlocal Contract #1134 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

October 10, 2019 BY:

LAWRENCE L. BROWN III, Chairman

Attest:

MARIN DUBOIS, Management Analyst

Approved as to Form:

RTC Legal Counsel

Date of Council Action: CITY OF NORTH LAS VEGAS

BY:

JOHN J. LEE, Mayor

Attest

CATHERINE A. RAYNOR, MMC City Clerk

Approved as to Form

MICAE LA RUSTIA MOORE City Attorney
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: ANTHEM ROSE TRAIL AND PEDESTRIAN BRIDGE

PETITIONER: ED MCGUIRE, P.E., DIRECTOR CITY OF HENDERSON PUBLIC WORKS

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT THAT INCLUDES AN AUTHORIZATION TO PROCEED FROM QUESTION 10 FUNDS FOR CONSTRUCTION FOR CITY OF HENDERSON PROJECT 190K-Q10; ANTHEM ROSE TRAIL AND PEDESTRIAN BRIDGE (FOR POSSIBLE ACTION)

GOAL: ENHANCE MOBILITY BY IMPROVING TRANSPORTATION CHOICES AND FACILITATING MULTI-MODAL CONNECTIVITY

FISCAL IMPACT:

<table>
<thead>
<tr>
<th>Category</th>
<th>RTC Funds</th>
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<th>Total Project Costs</th>
</tr>
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<tbody>
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<td>Total RTC</td>
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<tr>
<td>Construction</td>
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<td>$ -</td>
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<tr>
<td>Right-of-Way</td>
<td>$ -</td>
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<tr>
<td>Total</td>
<td>$ 200,000.00</td>
<td>$ -</td>
<td>$ 200,000.00</td>
</tr>
</tbody>
</table>

BACKGROUND:

This Interlocal Contract applies to the construction of the Anthem Rose Trail, including a pedestrian bridge from Carnegie Street to Brandywine Shoals Place.

The City of Henderson entered into a cooperative agreement, #PR185-19-063, for the subject project with the Nevada Department of Transportation (NDOT). Per the terms of said agreement with NDOT, a five percent local match and additional funding is required. The Regional Transportation Commission of Southern Nevada has identified funding for this project from Question 10 funds.

Respectfully submitted,

EDWARD MCGUIRE, P.E.
Director of Public Works

RTC Item #23
October 10, 2019
EAC Item #20
September 26, 2019
Consent
INTERLOCAL CONTRACT
ANTHEM ROSE TRAIL AND PEDESTRIAN BRIDGE

THIS INTERLOCAL CONTRACT is made and entered into this 10th day of October 2019, by and between the City of Henderson, a municipal corporation, hereinafter referred to as “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

WITNESSETH

WHEREAS, the CITY intends to construct Anthem Rose Trail and Pedestrian Bridge, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as “PROJECT,” located wholly within the City of Henderson; and

WHEREAS; Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY has entered into agreement #PR185-19-063 with Nevada Department of Transportation (NDOT); and

WHEREAS, the CITY’s financial obligation under said agreement with NDOT will be covered by the contract; and

WHEREAS, the CITY is requesting funds to commence the construction for the PROJECT; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract #1136 applies to improvements to Anthem Rose Trail and Pedestrian Bridge. The improvements may include a new trail section with amenities and safety enhancements and a new pedestrian bridge. The Project is more specifically described in Exhibit “A” which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide Question 10 funding for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $200,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:
a. ENGINEERING not to exceed $0.00  
b. RIGHT-OF-WAY not to exceed $0.00  
c. CONSTRUCTION not to exceed $200,000.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current “Policies and Procedures” of the RTC.

4. The CITY’s Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.

5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of December 31, 2020. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. The CITY will be responsible for the actions or inactions of its Officers and Employees. The RTC’s sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.

8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

The remainder of this page is left intentionally blank.
IN WITNESS WHEREOF, this Interlocal Contract #1136 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

October 10, 2019 BY: LAWRENCE L. BROWN III, Chairman

Attest:

MARIN DUBOIS, Management Analyst

Approved as to Form:

RTC Legal Counsel

Date of Council Action: CITY OF HENDERSON

______________________________________________________________
BY: RICHARD A. DERRICK
City Manager/CEO

Approved as to Finance Attest

______________________________________________________________
JIM MCINTOSH
Chief Financial Officer SABRINA MERCADANTE, MMC
City Clerk

Approved as to Content Approved as to Form

______________________________________________________________
EDWARD MCGUIRE, P.E.
Director of Public Works NICHOLAS G. VASKOV
City Attorney
City of Henderson, Nevada
Public Works Department
Geographic Information Systems
This map is offered as a general reference guide only. Neither warranty of accuracy is intended nor should any be assumed.

March 2019

Paved Trail Pedestrian Bridge

City of Henderson, Nevada
Public Works Department
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REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: NEIGHBORHOOD REHABILITATION: FISCAL YEAR 2020 CITY OF BOULDER CITY MAINTENANCE

PETITIONER: JIM KEANE, P.E. CITY ENGINEER
CITY OF BOULDER CITY PUBLIC WORKS

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT THAT INCLUDES AN AUTHORIZATION TO PROCEED FROM MOTOR VEHICLE FUEL TAX DIRECT DISTRIBUTION FUNDS FOR ENGINEERING AND CONSTRUCTION FOR CITY OF BOULDER CITY PROJECT 175T-MVFT; NEIGHBORHOOD REHABILITATION: FISCAL YEAR 2020 CITY OF BOULDER CITY MAINTENANCE (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT:

<table>
<thead>
<tr>
<th>Category</th>
<th>RTC Funds</th>
<th>Other Funds</th>
<th>Total Project Costs</th>
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<tr>
<td>Engineering</td>
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<tr>
<td>Total</td>
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<td>$</td>
<td>$ 700,000.00</td>
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</tbody>
</table>

BACKGROUND:

This item will allocate funds for the City of Boulder City (Boulder City) to finalize design for Neighborhood Rehabilitation: FY 2020 City of Boulder City Maintenance. Boulder City intends to advertise by October 2019.

Respectfully submitted,

JIM KEANE, P.E.
City Engineer

RTC Item #24
October 10, 2019
EAC Item #21
September 26, 2019
Consent
INTERLOCAL CONTRACT
NEIGHBORHOOD REHABILITATION: FY 2020 CITY OF BOULDER CITY MAINTENANCE

THIS INTERLOCAL CONTRACT is made and entered into this 10TH day of October, 2019, by and between the City of Boulder City, a municipal corporation, hereinafter referred to as “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

WITNESSETH

WHEREAS, the CITY intends to design, construct and provide construction management for roadway improvements for the Neighborhood Rehabilitation: FY 2020 City of Boulder City Maintenance, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as “PROJECT,” located wholly within the City of Boulder City; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY is requesting funds to commence engineering and construction for the PROJECT; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract #1137 applies to improvements associated with the Neighborhood Rehabilitation: FY 2020 City of Boulder City Maintenance. The Project is more specifically described in Exhibit “A” which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $700,000.00

2. Authorizations to Proceed (ATP) will be granted as follows:
   a. ENGINEERING not to exceed $100,000.00
   b. RIGHT-OF-WAY not to exceed $0.00
   c. CONSTRUCTION not to exceed $600,000.00

3. At the time the ATP for constructed is granted, the CITY will make all attempts to publish
the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current “Policies and Procedures” of the RTC.

4. The CITY’s Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.

5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2021. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. The CITY will be responsible for the actions or inactions of its Officers and Employees. The RTC’s sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.

8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

The remainder of this page is left intentionally blank.
IN WITNESS WHEREOF, this Interlocal Contract #1137 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

October 10, 2019

BY: LAWRENCE L. BROWN III, Chairman

Attest:

______________________________
MARIN DUBOIS, Management Analyst

Approved as to Form:

______________________________
RTC Legal Counsel

Date of Council Action: CITY OF BOULDER CITY

______________________________
KIERNAN MCMANUS, Mayor

Attest

______________________________
LORENE KRUMM
City Clerk

Approved as to Form

______________________________
STEVEN L. MORRIS, City Attorney
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: RAILROAD MUSEUM ROAD; YUCCA STREET TO BOULDER CITY PARKWAY

PETITIONER: JIM KEANE, P.E., CITY ENGINEER
CITY OF BOULDER CITY PUBLIC WORKS

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE AND AUTHORIZE THE CHAIRMAN TO SIGN THE INTERLOCAL CONTRACT AND APPROVE AN AUTHORIZATION TO PROCEED FROM MOTOR VEHICLE FUEL TAX DIRECT DISTRIBUTION FUNDS FOR ENGINEERING FOR CITY OF BOULDER CITY PROJECT 233A-MVFT; RAILROAD MUSEUM ROAD; YUCCA STREET TO BOULDER CITY PARKWAY (FOR POSSIBLE ACTION)

GOAL: ENHANCE MOBILITY BY IMPROVING TRANSPORTATION CHOICES AND FACILITATING MULTI-MODAL CONNECTIVITY

FISCAL IMPACT:

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<tr>
<th>Category</th>
<th>RTC Funds</th>
<th>Other Funds</th>
<th>Total Project Costs</th>
</tr>
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<tr>
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<td>Current Request</td>
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<td>Total RTC</td>
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<td>Construction</td>
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<td>Total</td>
<td>$ 500,000.00</td>
<td>$ -</td>
<td>$ 500,000.00</td>
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BACKGROUND:

This item will allocate funds for the City of Boulder City to design the Railroad Museum Road; Yucca Street to Boulder City Parkway. This project will consist of the design and subsequent construction of a frontage road connecting Yucca Street to the Nevada State Railroad Museum Visitor Center and Linear Park project.

Respectfully submitted,

JIM KEANE, P.E.
City Engineer
INTERLOCAL CONTRACT
RAILROAD MUSEUM ROAD; YUCCA STREET TO BOULDER CITY PARKWAY

THIS INTERLOCAL CONTRACT is made and entered into this 10TH day of October, 2019, by and between the City of Boulder City, a municipal corporation, hereinafter referred to as “CITY” and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC.”

WITNESSETH

WHEREAS, the CITY intends to design, construct, and provide construction management for roadway construction for the Railroad Museum Road; Yucca Street to Boulder City Parkway which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as “PROJECT,” located wholly within the City of Boulder City; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract; and

WHEREAS, the CITY is requesting funds to commence the engineering for the PROJECT; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract #1138 applies to improvements to Railroad Museum Road; Yucca Street to Boulder City Parkway. The Project is more specifically described in Exhibit “A” which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $500,000.00.

2. Authorizations to Proceed (ATP) will be granted as follows:
   a. ENGINEERING not to exceed $500,000.00
   b. RIGHT-OF-WAY not to exceed $0.00
   c. CONSTRUCTION not to exceed $0.00

3. At the time the ATP for constructed is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.
4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

**SECTION III: GENERAL**

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current “Policies and Procedures” of the RTC.

4. The CITY’s Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.

5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2021. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. The CITY will be responsible for the actions or inactions of its Officers and Employees. The RTC’s sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.

8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

*The remainder of this page is left intentionally blank.*
IN WITNESS WHEREOF, this Interlocal Contract #1138 is effective as of the date first set forth above:

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

October 10, 2019

BY: LAWRENCE L. BROWN III, Chairman

Attest:

MARIN DUBOIS, Management Analyst

Approved as to Form:

RTC Legal Counsel

Date of Council Action: CITY OF BOULDER CITY

BY: KIERNAN MCMANUS, Mayor

Attest

LORENE KRUMM
City Clerk

Approved as to Form

STEVEN L. MORRIS, City Attorney
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: BEST BID

PETITIONER: ED MCGUIRE, P.E., DIRECTOR
CITY OF HENDERSON PUBLIC WORKS

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA RECEIVE A REPORT ON THE RECOMMENDATION FOR BEST BID FOR CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF HENDERSON PROJECT 111B-FTI2; BERMUDA ROAD, VOLUNTEER BOULEVARD TO ST. ROSE PARKWAY (FOR POSSIBLE ACTION)

GOAL: IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF THE TRANSPORTATION SYSTEM AND AIR QUALITY BY MANAGING CONGESTION

FISCAL IMPACT:

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<tr>
<th>Project No.</th>
<th>Engineer's Estimate</th>
<th>RTC Funds</th>
<th>Other Funds</th>
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<td>$ 764,614.87</td>
<td>$ 4,338,444.71</td>
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</table>

BACKGROUND:

The Regional Transportation Commission of Southern Nevada approved an Interlocal Contract on April 12, 2018, to provide funding for design, and Supplemental Interlocal Contract No. 1 on June 13, 2019, to provide funding for construction of Project 111B-FTI2 for improvements to Bermuda Road, Volunteer Boulevard to St. Rose Parkway.

Bids were opened for the project on May 16, 2019. Three bids were received, ranging from $4,328,444.71 to $4,654,321.00. Per Nevada Revised Statute 338.1385, staff evaluated the bids and has determined the lowest responsive and responsible bidder is CG&B Enterprises, Inc., with a bid amount of $4,328,444.71, which is five percent below the engineer’s estimate.

Respectfully submitted,

EDWARD MCGUIRE, P.E.
Director of Public Works

RTC Item #26
October 10, 2019

EAC Item #23
September 26, 2019
Consent
Engineer's Estimate
Bermuda Road Improvements
Item No.

Description

Quantity

Unit

Unit Price

Total

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Total =

$4,534,651.00

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## Bid Tabulation
### Bermuda Road Improvements

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Calculated Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>107.01</td>
<td>TRAFFIC CONTROL</td>
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<td>LS</td>
<td>$60,390.00</td>
<td>$60,390.00</td>
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<td>107.02</td>
<td>PUBLIC OUTREACH</td>
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<td>$3,368.00</td>
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<td>110.01</td>
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<td>2,000</td>
<td>HR</td>
<td>$1.46</td>
<td>$2,880.00</td>
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<td>200.01</td>
<td>MOBILIZATION AND DEMOBILIZATION</td>
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<td>$35,466.00</td>
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<td>200.02</td>
<td>PROTECT INOX</td>
<td>55</td>
<td>LF</td>
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<td>201.01</td>
<td>CLEARING AND GRUBBING</td>
<td>24</td>
<td>AC</td>
<td>$1,770.00</td>
<td>$42,918.00</td>
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<td>202.01</td>
<td>REMOVE AC PAVEMENT</td>
<td>1467</td>
<td>SY</td>
<td>$4.19</td>
<td>$6,019.00</td>
</tr>
<tr>
<td>202.02</td>
<td>REMOVE ASPHALT SIDEWALK</td>
<td>4115</td>
<td>SF</td>
<td>$0.81</td>
<td>$3,335.50</td>
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<tr>
<td>202.03</td>
<td>REMOVE CURB AND GUTTER</td>
<td>27</td>
<td>LF</td>
<td>$16.54</td>
<td>$441.68</td>
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<tr>
<td>202.04</td>
<td>REMOVE JERSEY BARRIER RAIL</td>
<td>968</td>
<td>LF</td>
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<td>202.05</td>
<td>RELOCATE FENCE (A2)</td>
<td>551</td>
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<td>REMOVE FENCE (A2)</td>
<td>2092</td>
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<td>$6,320.75</td>
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<td>202.07</td>
<td>REMOVE AND SALVAGE EXISTING SIGN &amp; POST (A2)</td>
<td>17</td>
<td>EA</td>
<td>$106.26</td>
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<tr>
<td>202.08</td>
<td>GAS LINE MARKER (A2)</td>
<td>3</td>
<td>EA</td>
<td>$100.16</td>
<td>$300.48</td>
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<tr>
<td>202.09</td>
<td>REMOVE EXISTING HEADWALL (A2)</td>
<td>1</td>
<td>LS</td>
<td>$1,453.48</td>
<td>$1,453.48</td>
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<tr>
<td>202.10</td>
<td>REMOVE CURB (B2)</td>
<td>584</td>
<td>LF</td>
<td>$8.89</td>
<td>$5,192.00</td>
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<tr>
<td>211.01</td>
<td>34&quot; GRAVEL MULCH (2) (MINIMUM DEPTH (A1) (A2)</td>
<td>25066</td>
<td>SY</td>
<td>$1.48</td>
<td>$7,988.80</td>
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<tr>
<td>212.01</td>
<td>TYPE II AGGREGATE BASE (A1)</td>
<td>13350</td>
<td>CY</td>
<td>$35.77</td>
<td>$478,252.50</td>
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<tr>
<td>212.02</td>
<td>5.5&quot; PLANT MIX (MINIMUM SURFACE</td>
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<td>SY</td>
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<td>$1,037,638.00</td>
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<td>212.03</td>
<td>PAVEMENT PATCH (A1)</td>
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<td>SY</td>
<td>$109.39</td>
<td>$13,530.00</td>
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<tr>
<td>212.04</td>
<td>ASPHALT SIDEWALK (A2)</td>
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<tr>
<td>212.05</td>
<td>DUAL 7' x 6' REINFORCED CONCRETE BOX</td>
<td>53</td>
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<td>$1,889.15</td>
<td>$97,792.00</td>
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<tr>
<td>212.06</td>
<td>DUAL 7' x 6' REINFORCED CONCRETE BOX HEADWALL</td>
<td>1</td>
<td>LS</td>
<td>$23,579.70</td>
<td>$23,579.70</td>
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<td>213.01</td>
<td>24&quot; INCH REINFORCED CONCRETE PIPE (CLASS III (A1)</td>
<td>964</td>
<td>LF</td>
<td>$207.35</td>
<td>$191,972.00</td>
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<td>213.02</td>
<td>RCC CONCRETE COLLAR (A2)</td>
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<td>$2,922.81</td>
<td>$2,922.81</td>
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<td>ADJUST STORM MANHOLE RINGS TO GRADE</td>
<td>5</td>
<td>EA</td>
<td>$716.38</td>
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<td>220.02</td>
<td>DNT TYPE II DROP INLET (A1)</td>
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<td>$11,056.04</td>
<td>$11,056.04</td>
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<td>GROUTED RIP RAP D50 = 12&quot;</td>
<td>165</td>
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<td>RECONSTRUCT MEDIAN (ST. ROSE PARKWAY) (A2)</td>
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<td>$2,454.46</td>
<td>$2,454.46</td>
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<td>TRAFFIC SIGNAL MODIFICATION - ST ROSE/BERMUDA</td>
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<td>$10,000.00</td>
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<td>REMOVE STREETLIGHT</td>
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<td>220.07</td>
<td>RELOCATE AREA LIGHT POLE</td>
<td>2</td>
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<td>$4,120.00</td>
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<td>221.01</td>
<td>PERMANENT SIGN PANEL (GROUND MOUNTED)</td>
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<td>$324.50</td>
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<td>PERMANENT SIGN PANEL WITH STREET NAME SIGNS (GROUND MOUNTED)</td>
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<td>EA</td>
<td>$4,044.30</td>
<td>$12,132.90</td>
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<td>222.31</td>
<td>POLYUREA PAVEMENT MARKINGS (ARROWS)</td>
<td>12</td>
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<td>$123.90</td>
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<td>POLYUREA PAVEMENT MARKINGS (ONLY)</td>
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<td>POLYUREA PAVEMENT MARKINGS (CROSSWALKS, STOP BARS)</td>
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<td>6-INCH SOLID WHITE EDGELINE (POLYUREA)</td>
<td>11,058</td>
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<td>$3.95</td>
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<td>REFLECTIVE MEDIAN NOSE MARKS</td>
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<td>222.36</td>
<td>REFLECTIVE YELLOW MEDIAN NOSE PAINT</td>
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<td>24-INCH YELLOW DIAGONALS (POLYUREA)</td>
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<td>$4,543.50</td>
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<td>222.38</td>
<td>24-INCH WHITE CHEVRONS (POLYUREA)</td>
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<td>$7.91</td>
<td>$4,543.50</td>
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<td>6-INCH SOLID YELLOW EDGELINE (POLYUREA)</td>
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<td>EA</td>
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### Meadows Valley Contractors

<table>
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<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Calculated Unit Price</th>
<th>Total</th>
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<td>Aggregate Industries</td>
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<td>$67,310.00</td>
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<td>Las Vegas Paving</td>
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<td>$67,310.00</td>
<td>$67,310.00</td>
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<tr>
<td>321.03</td>
<td>Fisher Sand &amp; Gravel</td>
<td>1</td>
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<td>$67,310.00</td>
<td>$67,310.00</td>
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<td>321.04</td>
<td>Wadley Construction</td>
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### CG&B Enterprises

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<th>Description</th>
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<th>Unit</th>
<th>Calculated Unit Price</th>
<th>Total</th>
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</thead>
<tbody>
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<td>Bermuda Road Improvements</td>
<td>1</td>
<td>LS</td>
<td>$67,310.00</td>
<td>$67,310.00</td>
</tr>
</tbody>
</table>
## Bid Tabulation

**Bermuda Road Improvements**

<table>
<thead>
<tr>
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**Total** = $4,328,444.71

As Bid = $4,328,444.71

**Total** = $4,555,000.00

As Bid = $4,555,000.00

**Total** = $4,654,321.00

As Bid = $4,654,321.00

**Total** = $4,899,977.00

As Bid = $4,899,977.00

**Total** = $5,118,520.84

As Bid = $5,118,520.84

**Total** = $5,964,261.30

As Bid = $5,964,261.30

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*Wadley Construction*

*Aggregate Industries*

*Fisher Sand & Gravel*

*Las Vegas Paving*

*Meadow Valley Contractors*

*CG&B Enterprises*
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: BEST BID

PETITIONER: ED MCGUIRE, P.E., DIRECTOR
CITY OF HENDERSON PUBLIC WORKS

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA RECEIVE A REPORT ON THE RECOMMENDATION FOR BEST BID FOR CONSTRUCTION FROM FUEL REVENUE INDEXING EXTENSION FUNDS FOR CITY OF HENDERSON PROJECT 192C-FTI2; SUNRIDGE HEIGHTS PARKWAY, EXECUTIVE AIRPORT DRIVE TO BERMUDA ROAD (FOR POSSIBLE ACTION)

GOAL: IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF THE TRANSPORTATION SYSTEM AND AIR QUALITY BY MANAGING CONGESTION

FISCAL IMPACT:

<table>
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<th>Project No.</th>
<th>Engineer's Estimate</th>
<th>RTC Funds</th>
<th>Other</th>
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BACKGROUND:

The Regional Transportation Commission of Southern Nevada approved an Interlocal Contract on May 23, 2019, to provide funding for the design and construction of Project 192C-FTI2, Sunridge Heights Parkway from Executive Airport Drive to Bermuda Road.

Bids were opened for the project on June 6, 2019. Seven bids ranging from $1,116,023.00 to $1,604,185.29 were received and opened by the City of Henderson City Clerk. Per Nevada Revised Statute 338.143, staff evaluated the bids. The lowest bidder, RM Contracting, was deemed non-responsive due to not being prequalified by the Nevada Public Works Board and not completing the required five percent subcontractor listing. The next lowest bidder, Aggregate Industries, was deemed non-responsive due to submitting an unsigned bid. Staff has determined the lowest responsive and responsible bidder is Las Vegas Paving Corporation, with a bid amount of $1,199,900.00, which is 16 percent below the engineer’s estimate.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
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<th>Unit</th>
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<td>Nonreflective Pavement Marker</td>
<td>690</td>
<td>EA</td>
<td>$1.00</td>
<td>$690.00</td>
</tr>
<tr>
<td>633.02</td>
<td>Reflective Pavement Marker</td>
<td>300</td>
<td>EA</td>
<td>$2.50</td>
<td>$750.00</td>
</tr>
<tr>
<td>633.03</td>
<td>Reflective Pavement Marker (Blue)</td>
<td>2</td>
<td>EA</td>
<td>$15.00</td>
<td>$30.00</td>
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<tr>
<td>637.01</td>
<td>Dust Control</td>
<td>1</td>
<td>LS</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>637.02</td>
<td>SWPPP Permit</td>
<td>1</td>
<td>LS</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>687.01</td>
<td>Closed Circuit Television (CCTV) Camera and Field Equipment</td>
<td>1</td>
<td>LS</td>
<td>$7,500.00</td>
<td>$7,500.00</td>
</tr>
</tbody>
</table>

Total = $1,432,037.50
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3RO\XUHD3DYHPHQW0DUNLQJV 7UDQVLWLRQV
3RO\XUHD3DYHPHQW0DUNLQJV $UURZ
0HGLDQ1RVH0DUNLQJV <HOORZ
9HUWLFDOO\$GMXVW:DWHU9DOYH%R[WR)LQLVKHG*UDGH
5HORFDWH$LU9DFXXP
9HUWLFDOO\$GMXVW6DQLWDU\6HZHU0DQKROHWR)LQLVKHG*UDGH
1RQUHIOHFWLYH3DYHPHQW0DUNHU
5HIOHFWLYH3DYHPHQW0DUNHU
5HIOHFWLYH3DYHPHQW0DUNHU %OXH
'XVW&RQWURO
6:3333HUPLW
&ORVHG&LUFXLW7HOHYLVLRQ &&79 &DPHUDDQG)LHOG(TXLSPHQW

 3RO\XUHD3DYHPHQW0DUNLQJV &URVVZDONV6WRSEDUVDQG&KHYURQV

Quantity

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Description

5HVHW6XUYH\0RQXPHQW
7UDIILF&RQWURO
3XEOLF2XWUHDFK
7UDLQLQJ
0RELOL]DWLRQ
3URMHFW6LJQ
5HPRYH3ODQWPL[%LWXPLQRXV6XUIDFH
5HPRYH&XUEDQG*XWWHU
5HPRYH0HGLDQ,VODQG
5HPRYH6WRUP'UDLQ3OXJ
5HPRYHDQG6DOYDJH6WUHHWOLJKW
([FDYDWLRQDQG%DFNILOO
,QFK7\SH,,$JJUHJDWH%DVH
,QFK7\SH,,$JJUHJDWH%DVH
,QFK3ODQWPL[%LWXPLQRXV6XUIDFH
,QFK3ODQWPL[%LWXPLQRXV6XUIDFH
$GMXVW6WRUP'UDLQ0DQKROHWR)LQLVKHG*UDGH
'URS,QOHW )RRW7\SH &0
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/7\SH&XUEDQG*XWWHU
,QFK&RQFUHWH 6LGHZDONDQG0HGLDQ
$7\SH&XUE
7UDIILF6LJQDO
5HPRYHDQG5HVHW6WUHHWOLJKWRQ1HZ)RXQGDWLRQ
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1R&RQGXFWRU
1R&RQGXFWRU
1R3XOO%R[
33XOO%R[
7\SH6SOLFH9DXOW
,QFK,76&RQGXLW
3HUPDQHQW6LJQ *URXQG0RXQWHG0HWDO6XSSRUW
3HUPDQHQW6LJQ 3ROH0RXQWHG
7\SH$%DUULFDGH
3RO\XUHD3DYHPHQW0DUNLQJV ,QFK6ROLG:KLWH
3RO\XUHD3DYHPHQW0DUNLQJV ,QFK6ROLG:KLWH
3RO\XUHD3DYHPHQW0DUNLQJV :KLWH%LF\FOH:LWK$UURZ6\PERO

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Unit

$1,432,037.50

Total =

If no, add 5%.

Bidder's Preference (Y/N)

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Unit Price

Engineer's Estimate

As Bid =

Total =

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$1,184,000.00

$1,184,180.00

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3DJHRI

,VVXHVZLWKELGSURSRVDO
,VVXHVZLWKELGSURSRVDO
%LGGHULVQRWSUHTXDOLILHGE\WKH %LGSURSRVDOLVQRWVLJQHG
1HYDGD3XEOLF:RUNV%RDUG
)LYHSHUFHQWVXEFRQWUDFWRUOLVWLQJ
LVQRWFRPSOHWH

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$1,171,824.15

N

$1,116,023.00
$1,116,023.00

Total =

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As Bid =

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$1,199,900.00

$1,199,900.00

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Las Vegas Paving
Apparent Low Bidder

As Bid =

Total =

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As Bid =

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$1,318,584.85

$1,315,584.85

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RM Contracting
Aggregate Industries
Las Vegas Paving
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Apparent Low Bidder

Bid Tabulation
Sunridge Heights Phase 3

As Bid =

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$1,355,340.45

$1,355,340.45

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$1,364,416.00

$1,364,416.00

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$1,604,185.29

$1,604,185.29

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CG&B Enterprises
Unicon
Muller Construction
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Total
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Unit Price
Unit Price
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REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

Metropolitan Planning Organization  [X]  Transit  []  Administration and Finance  []

SUBJECT:  BEST BID

PETITIONER:  MIKE JANSSEN, DIRECTOR  
CITY OF LAS VEGAS PUBLIC WORKS

RECOMMENDATION BY PETITIONER:  THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA RECEIVE A REPORT ON THE RECOMMENDATION FOR BEST BID FOR CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CITY OF LAS VEGAS PROJECT 009P-MVFT; CHARLESTON BOULEVARD AND DURANGO DRIVE INTERSECTION IMPROVEMENTS (FOR POSSIBLE ACTION)

GOAL:  INCREASE SAFETY FOR BOTH MOTORIZED AND NON-MOTORIZED USERS

FISCAL IMPACT:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Engineer's Estimate</th>
<th>RTC Funds</th>
<th>Other Funds</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>009P-MVFT</td>
<td>$882,290.00</td>
<td>$56,368.45</td>
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<td>$56,368.45</td>
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<td>NDOT-PR061-06-063</td>
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<td></td>
<td>$1,071,000.64</td>
<td>$1,071,000.64</td>
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<tr>
<td></td>
<td>$882,290.00</td>
<td>$56,368.45</td>
<td></td>
<td>$1,127,369.09</td>
</tr>
</tbody>
</table>

BACKGROUND:

On April 15, 2019, bids were opened for City of Las Vegas project 009-MVFT, Charleston Boulevard and Durango Drive Intersection Improvements. Three bids were received with bid amounts of $1,127,369.09, $1,388,000.00, and $1,554,213.00. The recommended best bid is to CMMCM LLC, DBA Muller Construction, with a bid amount of $1,127,369.09, which is 27.8 percent above the engineer’s estimate of $882,290.00. The bid tabulation is attached.

Respectfully submitted,

MIKE JANSSEN
Director of Public Works

DocuSign Envelope ID: 7E651D41-1F8C-4521-82EA-586FC6198FB4
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>Quantity</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>200.01</td>
<td>Mobilization and Demobilization</td>
<td>1</td>
<td>LS</td>
<td>$ 60,000.00</td>
<td>$ 60,000.00</td>
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<tr>
<td>202.01</td>
<td>Removal of Asphalt Pavement and Base</td>
<td>89</td>
<td>SY</td>
<td>$ 12.00</td>
<td>$ 1,068.00</td>
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<tr>
<td>202.02</td>
<td>Removal of Curb and Gutter</td>
<td>469</td>
<td>LF</td>
<td>$ 4.00</td>
<td>$ 1,876.00</td>
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<tr>
<td>202.03</td>
<td>Removal of Cross Gutter</td>
<td>181</td>
<td>SF</td>
<td>$ 3.50</td>
<td>$ 633.50</td>
</tr>
<tr>
<td>202.04</td>
<td>Remove Concrete Sidewalk</td>
<td>3000</td>
<td>SF</td>
<td>$ 2.50</td>
<td>$ 7,500.00</td>
</tr>
<tr>
<td>202.05</td>
<td>Removal of Median Island</td>
<td>2939</td>
<td>SF</td>
<td>$ 1.50</td>
<td>$ 4,408.50</td>
</tr>
<tr>
<td>202.06</td>
<td>Remove Tree Larger than 1-ft Diameter</td>
<td>2</td>
<td>EA</td>
<td>$ 600.00</td>
<td>$ 1,200.00</td>
</tr>
<tr>
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<td>Remove Tree Less than 1-ft Diameter</td>
<td>7</td>
<td>EA</td>
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<td>$ 1,400.00</td>
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<tr>
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<td>Rotomill Pavement (1&quot;)</td>
<td>21638</td>
<td>SY</td>
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<td>$ 54,095.00</td>
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<td>LS</td>
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<td>$ 7,500.00</td>
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<td>302.01</td>
<td>Type II Aggregate Base</td>
<td>172</td>
<td>CY</td>
<td>$ 35.00</td>
<td>$ 6,020.00</td>
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<tr>
<td>402.01</td>
<td>5-inch A.C Plantmix Bituminous Surface</td>
<td>882</td>
<td>SY</td>
<td>$ 23.00</td>
<td>$ 20,286.00</td>
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<tr>
<td>402.01 (NDOT)</td>
<td>5-inch A.C Plantmix Bituminous Surface (NDOT)</td>
<td>572</td>
<td>SY</td>
<td>$ 23.00</td>
<td>$ 13,156.00</td>
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<tr>
<td>409.01 (NDOT)</td>
<td>Bus Turnout (NDOT)</td>
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<td>$ 108.00</td>
<td>$ 25,380.00</td>
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<tr>
<td>413.01</td>
<td>1&quot; UTACS Bonded with a PMM, S3 Gradation</td>
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<td>SY</td>
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<td>$ 151,466.00</td>
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<td>570.02</td>
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<td>$ 75.00</td>
<td>$ 21,225.00</td>
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<td>Type &quot;L&quot; Curb and Gutter</td>
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<td>LF</td>
<td>$ 27.00</td>
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<td>-$</td>
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SUBTOTAL $ 886,792.00
10% CONTINGENCY $ 88,679.20
SUBTOTAL CONSTRUCTION $ 975,471.20
7% CONSTRUCTION MANAGEMENT $ 68,282.98
TOTAL $ 1,043,754.18
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% Greater than Lowest Responsive & Responsible Bidder: 23.12%

Bidder's Preference Received: Yes
# BID ABSTRACT

**19.25814-DC Traffic Package 6B Charleston at Durango**

Federal Project No. SI-0159(011)

Bid Date: April 15, 2019

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Engineer's Estimate: $882,290.00
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: BEST BID

PETITIONER: ED MCGUIRE, P.E., DIRECTOR
CITY OF HENDERSON PUBLIC WORKS

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA RECEIVE A REPORT ON THE RECOMMENDATION FOR BEST BID FOR CONSTRUCTION FROM MOTOR VEHICLE FUEL TAX FUNDS FOR CITY OF HENDERSON PROJECT 135AD-MVFT; ARTERIAL RECONSTRUCTION: 2019 EASTERN AVENUE AND JEFFREYS STREET (FOR POSSIBLE ACTION)

GOAL: MAINTAIN AND IMPROVE TRANSPORTATION SYSTEM INFRASTRUCTURE

FISCAL IMPACT:

<table>
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<th>Project No.</th>
<th>Engineer's Estimate</th>
<th>Bid Amount</th>
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BACKGROUND:

The Regional Transportation Commission of Southern Nevada approved an Interlocal Contract on September 12, 2019, to provide construction funding for City of Henderson project 135AD-MVFT; Arterial Reconstruction: 2019 Eastern Avenue and Jeffreys Street.

Bids were opened for the project on July 17, 2019. Five bids ranging from $2,174,086.61 to $3,540,000.00 were received and opened by the City of Henderson City Clerk. Per Nevada Revised Statute 338.143, staff evaluated the bids. The low bidder, Muller Construction, has been deemed non-responsive due to the omission of a significant subcontractor on the subcontractor listing. Staff has determined the lowest responsive and responsible bidder is Las Vegas Paving Corporation with a bid amount of $2,255,000.00, which is seven percent above the engineer’s estimate.

Respectfully submitted,

EDWARD MCGUIRE, P.E.
Director of Public Works

RTC Item #29
October 10, 2019
EAC Item #26
September 26, 2019
Consent
# Engineer's Estimate
## Eastern Area Roadway Rehabilitation

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Total = $2,098,247.00
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<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
<th>Calculated Unit Price</th>
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**Total** = $2,988,247.00

**Bidder's Preference (Y/N)**

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<th>Bidder</th>
<th>Las Vegas Paving</th>
<th>Aggregate Industries</th>
<th>CG&amp;D Enterprises</th>
<th>Eagle View</th>
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1Bid forms not properly completed.
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

<table>
<thead>
<tr>
<th>Metropolitan Planning Organization</th>
<th>Transit</th>
<th>Administration and Finance</th>
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<tbody>
<tr>
<td>SUBJECT:</td>
<td></td>
<td>FINAL REPORT: 142R2-MVFT</td>
</tr>
<tr>
<td>PETITIONER:</td>
<td></td>
<td>TINA QUIGLEY, CHIEF EXECUTIVE OFFICER</td>
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<td>REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA</td>
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<tr>
<td>RECOMMENDATION BY PETITIONER:</td>
<td></td>
<td>THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA APPROVE THE FINAL REPORT FOR CLARK COUNTY PROJECT 142R2-MVFT; ENTITY NON-PROJECT SPECIFIC EXPENSES, FISCAL YEAR 2019 (FOR POSSIBLE ACTION)</td>
</tr>
<tr>
<td>GOAL:</td>
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<td>ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM</td>
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FISCAL IMPACT:

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<th>Final Expenses</th>
<th>Funding Source</th>
<th>Contract</th>
<th>Balance</th>
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<td>Motor Vehicle Fuel Tax Fund</td>
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BACKGROUND:

Clark County determined that this project was not required. Therefore, no expenses were charged. This project can now be closed.

When a project is completed and no additional reimbursements are anticipated, a final report on the project is prepared. Upon approval, no further charges against the project can be reimbursed. Any project funds remaining in the contract will be returned to Clark County available resources.

Respectfully submitted,

JOHN R. PEÑUELAS, JR., P.E.
Senior Director of Engineering

RTC  Item #30
October 10, 2019
EAC  Item #27
September 26, 2019
Consent
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

<table>
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<th>Transit</th>
<th>Administration and Finance</th>
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<td>SUBJECT: CAPITAL PROJECT TRACKING AND PROJECT ACTIVITY STATUS REPORTS</td>
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<tr>
<td>PETITIONER: TINA QUIGLEY, CHIEF EXECUTIVE OFFICER</td>
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<td>REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA</td>
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<tr>
<td>RECOMMENDATION BY PETITIONER:</td>
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<tr>
<td>THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) RECEIVE NOTIFICATION THAT THE MONTHLY CAPITAL PROJECT TRACKING REPORT AND THE UNIFIED PLANNING WORK PROGRAM PROJECT ACTIVITY STATUS REPORT HAVE BEEN POSTED TO THE RTC’S WEBSITE (FOR POSSIBLE ACTION)</td>
<td></td>
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<tr>
<td>GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM</td>
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FISCAL IMPACT:

None by this action

BACKGROUND:

Each month, two reports are prepared to document the progress made on the various tasks and studies currently underway by the Regional Transportation Commission of Southern Nevada (RTC). The Capital Project Tracking Report identifies capital projects under development by the RTC. The Project Activity Status Report identifies current planning studies as outlined in the Unified Planning Work Program (UPWP). Since member entities may be involved in these activities, the RTC Board of Commissioners is notified when these reports are available on the agency’s website.

Both the Capital Project Tracking Report and the UPWP Project Activity Status Report have been posted to the Transportation Planning page of the RTC website, located at:

http://www.rtcnv.com/planning-engineering/transportation-planning/

Respectfully submitted,

CRAIG RABORN
Director of Metropolitan Planning Organization
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

| Metropolitan Planning Organization | X | Transit | Transit | Administration and Finance | ] |

SUBJECT: 2017-2040 RTP ADMINISTRATIVE MODIFICATIONS

PETITIONER: TINA QUIGLEY, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC)
RECEIVE NOTIFICATION OF ADMINISTRATIVE MODIFICATIONS CLARK 19-08, 10, 11, 14,
16, 18 AND 19 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN (FOR POSSIBLE
ACTION)

GOAL: IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF THE TRANSPORTATION
SYSTEM AND AIR QUALITY BY MANAGING CONGESTION

FISCAL IMPACT:
None by this action

BACKGROUND:
The Regional Transportation Commission of Southern Nevada (RTC) adopted the 2017-2040 Regional
Transportation Plan (RTP) at its February 9, 2017 meeting. Federal regulations require the RTP to be
modified when there are major adjustments to program elements. Pursuant to the RTC’s Amendment
and Administrative Modification Process, RTC staff is authorized to concur and request administrative
modification to the RTP. The area jurisdictions requested to make changes in the RTP. The Nevada
Department of Transportation has already approved these modification requests. Details are attached.

No formal RTC action or public notification is required for these administrative modifications. These
administrative modifications are consistent with the 2017-2040 RTP and does not impact air quality
conformity.

Respectfully submitted,

CRAIG RABORN
Director of Metropolitan Planning Organization

RTC Item #32
October 10, 2019
Consent
Regional Transportation Commission

AGENDA ITEM DEVELOPMENT REPORT

Agenda Item Recommendation (as submitted):
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) RECEIVE NOTIFICATION OF ADMINISTRATIVE MODIFICATIONS CLARK 19-08, 10, 11, 14, 16, 18 AND 19 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN (FOR POSSIBLE ACTION)

<table>
<thead>
<tr>
<th>Agenda Item Requested by:</th>
<th>Regional Transportation Commission</th>
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</thead>
<tbody>
<tr>
<td>Date:</td>
<td>09/12/19</td>
</tr>
<tr>
<td>Staff</td>
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**Discussion:** The Regional Transportation Commission of Southern Nevada (RTC) adopted the 2017-2040 Regional Transportation Plan (RTP) at its February 9, 2017 meeting. Federal regulations require the RTP to be modified when there are major adjustments to program elements. Pursuant to the RTC’s Amendment and Administrative Modification Process, RTC staff is authorized to concur and request administrative modification to the RTP. The area jurisdictions requested to make changes in the RTP. NDOT has already approved these modification requests. NDOT has already approved these modification requests. The following is a summary of changes for which additional details are attached:

**Clark 19-08:** RTP Project #s 6080, 6104, 6101, 6097, 6011, 6068, 6074, 2773, 2787, 2776, 5078, 1579, 6109, 6107, 6106, 6059, 2718, 5076, 6258, 2050, 6175, 6241, and 2601. Adjusted funding and fiscal year.

**Clark 19-10:** RTP Project #s 6011, 2780, and 5085. Adjusted funding and fiscal year.

**Clark 19-11:** RTP Project # 6076: Funding year adjusted.

**Clark 19-14:** RTP Project #s 5079, 6213. Funding year adjusted.

**Clark 19-16:** RTP Project #s 2716, 6245, 6225. Adjusted funding and fiscal year.

**Clark 19-18:** RTP Project # 2035. Adjusted funding

**Clark 19-19:** RTP Project # 3002. Adjusted funding and fiscal year

No formal RTC action or public notification is required for these administrative modifications. These administrative modifications are consistent with the 2017-2040 Regional Transportation Plan and does not impact air quality conformity.

<table>
<thead>
<tr>
<th>Advisory Action:</th>
<th>Approval ☒ Disapproval ☐ Hold Item ☐</th>
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**Meeting Date:** 09/26/2019 **Executive Advisory Committee**

**Discussion:** Recommended approval

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* Conditions (if applicable)
CL20140095 (Ver 7) 19-08

Title: Anthem Rose Trail and Pedestrian Bridge
Description: Construct Anthem Rose Trail and Pedestrian Bridge
Project Type: Bicycle & Pedestrian
County: Clark

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2019-2023 TOTAL: $0 $0 $473,684 $0 $473,684
ALL YEARS TOTAL: $0 $0 $473,684 $0 $473,684

MPO RTCSNV (6080)
Lead Agency City of Henderson

Previously Approved Version

CL20140095 (Ver 6) 19-00

Title: Anthem Rose Trail
Description: Construct Anthem Rose Trail Bridge
Project Type: Bicycle & Pedestrian
County: Clark

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ALL YEARS TOTAL: $0 $0 $210,526 $0 $210,526

MPO RTCSNV (6080)
Lead Agency City of Henderson

RTCSNV Project Listing
Printed on Wednesday, September 11, 2019
### Previously Approved Version

**CL20140106**  (Ver 8)  19-00

**Title:** Via Inspirada Trail  
**Description:** Construct trail

**Project Type:** Bicycle & Pedestrian  
**County:** Clark

**AQ:** Exempt, Air Quality - Bicycle and pedestrian facilities.

#### Limits: Via Inspirada Trail from Bicentennial Pkwy to Executive Airport/Volunteer of Distance (mile) N/A

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**MPO**  RTCSNV (6104)  
**Lead Agency:** City of Henderson

---

**Amendment 19-08 RTCSNV**  
**Transportation Improvement Program Fiscal Year 2019-2022**  
**34 Projects Listed**
### CL20140102 (Ver 8) 19-08

**Title:** Las Vegas Blvd Traffic Signals  
**Description:** Construct traffic signals on Las Vegas Blvd. at Via Inspirada and Via Nobila.

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<th>Project Type: Rd Interchange/ Intersec</th>
<th>AQ: Exempt, Other - Intersection channelization projects.</th>
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| County: Clark                         | TCM: No | NDOT: District 1 |

#### FEDERAL

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**2019-2023 TOTAL**  
**ALL YEARS TOTAL**  

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### Previously Approved Version

**CL20140102 (Ver 7) 19-00**

**Title:** Las Vegas Blvd Traffic Signals  
**Description:** Construct traffic signals on Las Vegas Blvd. at Via Inspirada and Via Nobila.

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<th>Project Type: Rd Interchange/ Intersec</th>
<th>AQ: Exempt, Other - Intersection channelization projects.</th>
</tr>
</thead>
</table>

| County: Clark                         | TCM: No | NDOT: District 1 |

#### FEDERAL

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**2019-2023 TOTAL**  
**ALL YEARS TOTAL**  

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**MPO:** RTCSNV (6101)  
**Lead Agency:** City of Henderson
### CL20140098 (Ver 8) 19-08

**Title:** Bus Turnouts  
**Description:** Construct bus turnouts at St. Rose/Maryland and Stephanie/Patrick  
**Project Type:** Transit-Capital & Rehab  
**County:** Clark  

**AQ:** Exempt, Mass Transit - Reconstruction or renovation of transit structures.  
**TCM:** No  
**NDOT:** District 1  

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### Previously Approved Version

**Title:** Bus Turnouts  
**Description:** Construct bus turnouts at St. Rose/Maryland and Stephanie/Patrick  
**Project Type:** Transit-Capital & Rehab  
**County:** Clark  

**AQ:** Exempt, Mass Transit - Reconstruction or renovation of transit structures.  
**TCM:** No  
**NDOT:** District 1  

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<td>$0</td>
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</table>
Title: Adcock Elementary & Garside Junior High Schools Safe Route Improvements
Description: The project consists of sidewalk widening, construction of curb bulb outs, crosswalk improvements, refuge islands, signage, and striping modifications. The limits of the Project are Torrey Pines Drive from Celeste Avenue to US 95, Hyde Avenue from Torrey Pines Drive to Newcomer Street, Newcomer Street from Hyde Avenue to Celeste Avenue and Celeste Avenue from Newcomer Street to Torrey Pines Drive as depicted on the attached drawing.

Project Type: Bicycle & Pedestrian
AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

<p>| County | Clark |</p>
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<th>FED FY</th>
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2019-2023 TOTAL: $0 $0 $936,843 $0 $936,843
ALL YEARS TOTAL: $105,263 $0 $936,843 $0 $1,042,106

MPO: RTCSNV (6011) Lead Agency: City of Las Vegas

Previously Approved Version

Title: Adcock Elementary & Garside Junior High Schools Safe Route Improvements
Description: The project consists of sidewalk widening, construction of curb bulb outs, crosswalk improvements, refuge islands, signage, and striping modifications. The limits of the Project are Torrey Pines Drive from Celeste Avenue to US 95, Hyde Avenue from Torrey Pines Drive to Newcomer Street, Newcomer Street from Hyde Avenue to Celeste Avenue and Celeste Avenue from Newcomer Street to Torrey Pines Drive as depicted on the attached drawing.

Project Type: Bicycle & Pedestrian
AQ: Exempt, Air Quality - Bicycle and pedestrian facilities.

<p>| County | Clark |</p>
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2019-2023 TOTAL: $0 $0 $936,843 $0 $936,843
ALL YEARS TOTAL: $180,263 $0 $936,843 $0 $1,117,106

MPO: RTCSNV (6011) Lead Agency: City of Las Vegas
### CL20140103

**Title:** Pedestrian Flashers  
**Description:** Install pedestrian flashers, median islands, ADA improvements, and striping.  
**Type:** Bicycle & Pedestrian  
**County:** Clark  
**Limits:** Primary Crossstreet: Charleston Blvd, Secondary Crossstreet: Cashman Dr  
**MPO:** RTCSNV (6076)  
**Lead Agency:** City of Las Vegas

#### FEDERAL

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**2019-2023 TOTAL**  

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**Title:** Hoover Ave Bicycle and Pedestrian Bridge  
**Description:** Pedestrian and bicycle bridge in the Hoover Ave alignment over the UPRR to connect Downtown to the Clark County Government Center

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**2019-2023 TOTAL**  
**ALL YEARS TOTAL**  

| MPO | RTCSNV (6068) | Lead Agency | City of Las Vegas |

**Previously Approved Version**

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**2019-2023 TOTAL**  
**ALL YEARS TOTAL**  

| MPO | RTCSNV (6068) | Lead Agency | City of Las Vegas |
**CL20140118 (Ver 10) 19-08**

**Title:** Summerlin Pkwy Bicycle & Pedestrian

**Description:** Pedestrian and bicycle trail improvements along Summerlin Pkwy. The trail will complete a gap between the Bonanza and CC215 trail system

**Project Type:** Bicycle & Pedestrian

**Limits:** Summerlin Parkway Bicycle & Pedestrian Trail from Rampart Blvd to CC215 Beltway of Distance (mile) 3.5

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**ALL YEARS TOTAL**

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**MPO:** RTCSNV (6074)

**Lead Agency:** City of Las Vegas

---

**Previously Approved Version**

**CL20140118 (Ver 9) 19-00**

**Title:** Summerlin Pkwy Bicycle & Pedestrian

**Description:** Pedestrian and bicycle trail improvements along Summerlin Pkwy. The trail will complete a gap between the Bonanza and CC215 trail system

**Project Type:** Bicycle & Pedestrian

**Limits:** Summerlin Parkway Bicycle & Pedestrian Trail from Rampart Blvd to CC215 Beltway of Distance (mile) 3.5

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**2019-2023 TOTAL**

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**ALL YEARS TOTAL**

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**MPO:** RTCSNV (6074)

**Lead Agency:** City of Las Vegas
### CL20100195 (Ver 13) 19-08

**Title:** Eastern Avenue Turnouts  
**Description:** Design and construct 11 bus turnouts.

**Project Type:** Rd Improvement  
**County:** Clark  
**Status:** Programmed  
**AQ:** Exempt  
**FEDERAL**  
**TCM:** No  
**NDOT:** District 1  
**MPO:** RTCSNV (2773)  

**Lead Agency:** City of Las Vegas

#### Limits:
- Primary Crossstreet: Eastern Ave, Secondary Crossstreet: Harris Ave

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**2019-2023 TOTAL**  
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- $0  
- $4,225,000

**ALL YEARS TOTAL**  
- $0  
- $2,631,579  
- $4,225,000  
- $0  
- $6,856,579

### Previously Approved Version

**CL20100195 (Ver 12) 19-00**  
**Title:** Eastern Avenue Turnouts  
**Description:** Design and construct 11 bus turnouts.

**Project Type:** Rd Improvement  
**County:** Clark  
**AQ:** Exempt  
**FEDERAL**  
**TCM:** No  
**NDOT:** District 1  
**MPO:** RTCSNV (2773)  

**Lead Agency:** City of Las Vegas

#### Limits:
- Primary Crossstreet: Eastern Ave, Secondary Crossstreet: Harris Ave

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<th>FED FY</th>
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**2019-2023 TOTAL**  
- $0  
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- $0  
- $1,200,000

**ALL YEARS TOTAL**  
- $0  
- $2,631,579  
- $1,200,000  
- $0  
- $3,831,579
### CL20110121

**Title:** West Charleston Blvd Bus Turnouts  
**Description:** Construct seven (7) bus turnouts/right turn lanes on Charleston Boulevard.  
**Project Type:** Rd Improvement  
**County:** Clark  
**AQ:** Exempt  
**MPO Lead Agency:** City of Las Vegas  
**FEDERAL**  

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### Previously Approved Version

**Title:** West Charleston Blvd Bus Turnouts  
**Description:** Construct seven (7) bus turnouts/right turn lanes on Charleston Boulevard.  
**Project Type:** Rd Improvement  
**County:** Clark  
**AQ:** Exempt  
**MPO Lead Agency:** City of Las Vegas  

<table>
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**CL20090247 (Ver 12) 19-16**

**Title:** SR 159 Turn Lane Intersection Improvements Charleston Blvd

**Description:** Intersection improvements including triple and dual lefts, exclusive and dual rights, and bus turnouts

**Project Type:** Rd Interchange/ Intersec

**County:** Clark

**Limits:** Nearest Crossstreet: at Lamb Blvd

<table>
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<tr>
<th>FED FY</th>
<th>Revenue Source</th>
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|       | 2019-2023 TOTAL      | $0 | $0    | $5,954,657 | $0    | $5,954,657 |
|       | ALL YEARS TOTAL      | $0 | $3,120,292 | $5,954,657 | $0    | $9,074,949 |

**MPO** RTCSNV (2716)

**Lead Agency** City of Las Vegas

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**Previously Approved Version**

**CL20090247 (Ver11) 19-08**

**Title:** SR 159 Turn Lane Intersection Improvements Charleston Blvd

**Description:** Intersection improvements including triple and dual lefts, exclusive and dual rights, and bus turnouts

**Project Type:** Rd Interchange/ Intersec

**County:** Clark

**Limits:** Nearest Crossstreet: at Lamb Blvd

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|       | 2019-2023 TOTAL      | $0 | $0    | $5,400,000 | $0    | $5,400,000 |
|       | ALL YEARS TOTAL      | $0 | $3,120,292 | $5,400,000 | $0    | $8,520,292 |

**MPO** RTCSNV (2716)

**Lead Agency** City of Las Vegas
## Buffalo Drive Intersection Improvements

**Title:** Interchange/Intersection Improvements & Bus Turnouts

**Project Type:** Rd Interchange/Intersection

**County:** Clark

### Federal Funding

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**Previous Version**

### Federal Funding

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**Lead Agency:** City of Las Vegas
**CL20100193 (Ver 12) 19-10**

**Title:** SR 159, Construct right turn lane and bus turnout improvements  
**Description:** Construct Bus Turnout and Intersection Improvements

**County:** Clark  
**Limit:** Primary Crossstreet: Charleston Blvd, Secondary Crossstreet: Torrey Pines Dr

<table>
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<th>FED FY</th>
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**2019-2023 TOTAL**  

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**MPO:** RTCSNV (2780)  
**Lead Agency:** City of Las Vegas

---

**Previously Approved Version**

**CL20100193 (Ver 11) 19-00**

**Title:** SR 159, Construct right turn lane and bus turnout improvements  
**Description:** Construct Bus Turnout and Intersection Improvements

**County:** Clark  
**Limit:** Primary Crossstreet: Charleston Blvd, Secondary Crossstreet: Torrey Pines Dr

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<th>FED FY</th>
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**2019-2023 TOTAL**  

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**MPO:** RTCSNV (2780)  
**Lead Agency:** City of Las Vegas
**Various Intersections Right Turn Improvements**

**Description:** Design and construct right turn lanes at 6 different intersections.

**Project Type:** Rd Interchange/ Intersec

**County:** Clark

### FEDERAL

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**2019-2023 TOTAL**:

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- CON: $1,753,000
- OTHER: $0
- TOTAL: $1,753,000

**ALL YEARS TOTAL**:

- PE: $0
- ROW: $0
- CON: $1,753,000
- OTHER: $0
- TOTAL: $3,858,264

**Lead Agency:** City of Las Vegas

---

**Previously Approved Version**

**Various Intersections Right Turn Improvements**

**Description:** Design and construct right turn lanes at 6 different intersections.

**Project Type:** Rd Interchange/ Intersec

**County:** Clark

### FEDERAL

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- CON: $1,321,053
- OTHER: $0
- TOTAL: $1,321,053

**ALL YEARS TOTAL**:

- PE: $0
- ROW: $0
- CON: $1,321,053
- OTHER: $0
- TOTAL: $3,426,317

**Lead Agency:** City of Las Vegas
**CL20170033 (Ver 8) 19-08**

**Title:** Rainbow Blvd Improvements  
**Description:** Design and construct widened sidewalks, street trees, dedicated transit lanes, intersection improvements and ADA upgrades  
**Project Type:** Rd Recons/Rehab/Resur  
**AQ:** Non-Exempt  
**County:** Clark  
**Limits:** From US95 to Sahara Avenue of Distance (mile) 2

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**MPO** RTCSNV (1579)  
**Lead Agency** City of Las Vegas

**Previously Approved Version**

**CL20170033 (Ver 7) 19-00**

**Title:** Rainbow Blvd Improvements  
**Description:** Design and construct widened sidewalks, street trees, dedicated transit lanes, intersection improvements and ADA upgrades  
**Project Type:** Rd Recons/Rehab/Resur  
**AQ:** Non-Exempt  
**County:** Clark  
**Limits:** From US95 to Sahara Avenue of Distance (mile) 2

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**MPO** RTCSNV (1579)  
**Lead Agency** City of Las Vegas
## Project Details

### CL20140109 (Ver 9) 19-08

**Title:** Cheyenne Ave  
**Description:** Bus turnouts  
**Project Type:** Transit-Capital & Rehab  
**County:** Clark  
**AQ:** Exempt, Mass Transit - Reconstruction or renovation of transit structures.  
**Limits:** From Decatur to Hualapai of Distance (mile) N/A  
**TCM:** No  
**NDOT:** District 1  

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### Previously Approved Version

**CL20140109 (Ver 8) 19-00**

**Title:** Cheyenne Ave  
**Description:** Bus turnouts  
**Project Type:** Transit-Capital & Rehab  
**County:** Clark  
**AQ:** Exempt, Mass Transit - Reconstruction or renovation of transit structures.  
**TCM:** No  
**NDOT:** District 1  

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**ALL YEARS TOTAL**  
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**MPO:** RTCSNV (6109)  
**Lead Agency:** City of Las Vegas

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**RTCSNV Project Listing**
Printed on Wednesday, September 11, 2019  
Page 16 of 36
### CL20140124 (Ver 9) 19-08

**Title:** Pedestrian Upgrades at Guy E.S. Cram M.S. and Fitzgerald E.S.

**Description:** Pedestrian Upgrades and bicycle improvement

**Project Type:** Bicycle & Pedestrian

**County:** Clark

**AQ:** Exempt, Air Quality - Bicycle and pedestrian facilities.

**Limits:** Primary Crossstreet: LaMadre Way, Secondary Crossstreet: Willis Street

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**2019-2023 TOTAL**

|                   | $0  | $0  | $623,898 | $0    | $623,898 |

**ALL YEARS TOTAL**

|                   | $112,632 | $47,500 | $623,898 | $0    | $784,030 |

**MPO:** RTCSNV (6107)  
**Lead Agency:** City of North Las Vegas

### CL20140124 (Ver 8) 19-00

**Title:** Pedestrian Upgrades at Guy E.S. Cram M.S. and Fitzgerald E.S.

**Description:** Pedestrian Upgrades and bicycle improvement

**Project Type:** Bicycle & Pedestrian

**County:** Clark

**AQ:** Exempt, Air Quality - Bicycle and pedestrian facilities.

**Limits:** Primary Crossstreet: LaMadre Way, Secondary Crossstreet: Willis Street

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**2019-2023 TOTAL**

|                   | $0  | $0  | $623,898 | $0    | $623,898 |

**ALL YEARS TOTAL**

|                   | $112,632 | $47,500 | $623,898 | $0    | $784,030 |

**MPO:** RTCSNV (6107)  
**Lead Agency:** City of North Las Vegas
### CL20140125 (Ver 7) 19-08

**Title:** Pedestrian and bicycle improvement  
**Description:** Pedestrian and bicycle improvement

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**MPO:** RTCSNV (6106)  
**Lead Agency:** City of North Las Vegas

### Previously Approved Version

**CL20140125 (Ver 6) 19-00**

**Title:** Pedestrian and bicycle improvement  
**Description:** Pedestrian and bicycle improvement

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**MPO:** RTCSNV (6106)  
**Lead Agency:** City of North Las Vegas
### CL20130034 (Ver 10) 19-10

**Title:** North 5th St Signalization  
**Description:** North 5th St Signalization Project: Construct traffic signals along N. 5th St at Ann Rd, Gowan Rd, & Lone Mountain Rd to eliminate 4-way stops  
**Project Type:** ITS/system Efficiency  
**County:** Clark  
**AQ:** Exempt, Other - Intersection signalization projects.

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**2019-2023 TOTAL**  
**ALL YEARS TOTAL**  

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### CL20130034 (Ver 9) 19-00

**Title:** North 5th St Signalization  
**Description:** North 5th St Signalization Project: Construct traffic signals along N. 5th St at Ann Rd, Gowan Rd, & Lone Mountain Rd to eliminate 4-way stops  
**Project Type:** ITS/system Efficiency  
**County:** Clark  
**AQ:** Exempt, Other - Intersection signalization projects.

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**2019-2023 TOTAL**  
**ALL YEARS TOTAL**  

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**MPO:** RTCSNV (5085)  
**Lead Agency:** City of North Las Vegas
### CL20140122 (Ver 8) 19-08

**Title:** Intersection Video Detection Phase II  
**Description:** City wide Intersection Video Detection  
**Project Type:** ITS/system Efficiency  
**County:** Clark  
**Limits:** Various Locations  
**AQ:** Exempt  
**FEDERAL**  

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**MPO:** RTCSNV (6059)  
**Lead Agency:** City of North Las Vegas

### Previously Approved Version

**CL20140122 (Ver 7) 19-00**  
**Title:** Intersection Video Detection Phase II  
**Description:** City wide Intersection Video Detection  
**Project Type:** ITS/system Efficiency  
**County:** Clark  
**Limits:** Various Locations  
**AQ:** Exempt  

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**MPO:** RTCSNV (6059)  
**Lead Agency:** City of North Las Vegas
**CL20090248 (Ver 10) 19-08**

**Title:** Cheyenne Ave and Martin L King Improvements

**Description:** Construction of dedicated dual left turn lanes in both the east and west approaches along Cheyenne at MLK Blvd

**Project Type:** Rd Improvement  
**AQ:** Non-Exempt

**County:** Clark

<table>
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<tr>
<th>FED FY</th>
<th>Revenue Source</th>
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**2019-2023 TOTAL**

|                      | $0 | $0 | $1,038,677 | $0 | $1,038,677 |

**ALL YEARS TOTAL**

|                      | $63,000 | $0 | $1,038,677 | $0 | $1,101,677 |

**MPO:** RTCSNV (2718)  
**Lead Agency:** City of North Las Vegas

---

**Previously Approved Version**

**CL20090248 (Ver 9) 19-00**

**Title:** Cheyenne Ave and Martin L King Improvements

**Description:** Construction of dedicated dual left turn lanes in both the east and west approaches along Cheyenne at MLK Blvd

**Project Type:** Rd Improvement  
**AQ:** Non-Exempt

**County:** Clark

<table>
<thead>
<tr>
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<th>Revenue Source</th>
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**2019-2023 TOTAL**

|                      | $0 | $0 | $1,038,519 | $0 | $1,038,519 |

**ALL YEARS TOTAL**

|                      | $63,000 | $0 | $1,038,519 | $0 | $1,101,519 |

**MPO:** RTCSNV (2718)  
**Lead Agency:** City of North Las Vegas
Amendment 19-08 RTCSNV
Transportation Improvement Program Fiscal Year 2019-2022

CL20130070 (Ver 9) 19-08

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<th>Project Type</th>
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<tbody>
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<td>County</td>
<td>Clark</td>
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**Title:** North 5th St and Cheyenne Ave Intersection Improvements
**Description:** Design to add dual left turn lanes

**AQ:** Exempt, All Projects - Intersection channelization projects.

**Limits:**
Primary Crossstreet: North 5th St, Secondary Crossstreet: Cheyenne Av

### FED FY Revenue Source

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<th>Year</th>
<th>Project Type</th>
<th>Revenue Source</th>
<th>PE</th>
<th>ROW</th>
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**2019-2023 TOTAL**

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**ALL YEARS TOTAL**

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**MPO:** RTCSNV (2796)

**Lead Agency:** City of North Las Vegas

---

**Previously Approved Version**

CL20130070 (Ver 8) 19-00

**Title:** North 5th St and Cheyenne Ave Intersection Improvements
**Description:** Design to add dual left turn lanes

**AQ:** Exempt, All Projects - Intersection channelization projects.

**Limits:**
Primary Crossstreet: North 5th St, Secondary Crossstreet: Cheyenne Av

### FED FY Revenue Source

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<th>Year</th>
<th>Project Type</th>
<th>Revenue Source</th>
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<th>ROW</th>
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<td>$4,500,000</td>
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<tr>
<td>2022</td>
<td>Local Fund</td>
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<td>$0</td>
<td>$236,842</td>
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**2019-2023 TOTAL**

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**ALL YEARS TOTAL**

<table>
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<tr>
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<td>$473,684</td>
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**MPO:** RTCSNV (2796)

**Lead Agency:** City of North Las Vegas
### CL20130036 (Ver 9) 19-08

**Title:** Swenson St ITS

**Description:** ITS fiber optic interconnect installed in Swenson St between Tropicana and Sahara.

**Project Type:** ITS/system Efficiency

**AQ:** Exempt

**County:** Clark

**Limits:** From Tropicana Ave to Sahara Ave of Distance (mile) 3

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<thead>
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<th>FED FY</th>
<th>Revenue Source</th>
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</thead>
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**2019-2023 TOTAL**

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### MPO RTCSNV (5076)

**Lead Agency:** Clark County

### Previously Approved Version

**CL20130036 (Ver 8) 19-00**

**Title:** Swenson St ITS

**Description:** ITS fiber optic interconnect installed in Swenson St between Tropicana and Desert Inn

**Project Type:** ITS/system Efficiency

**AQ:** Exempt

**County:** Clark

**Limits:** From Tropicana Ave to Desert Inn Rd of Distance (mile) 2

<table>
<thead>
<tr>
<th>FED FY</th>
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<th>PE</th>
<th>ROW</th>
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**2019-2023 TOTAL**

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<th>ROW</th>
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### MPO RTCSNV (5076)

**Lead Agency:** Clark County
### CL2006108 (Ver 7) 19-19

**Title:** Laughlin/Bullhead City Bridge  
**Description:** Construct new Colorado River bridge & related road works  
**Project Type:** Rd Expansion  
**County:** Clark  
**AQ:** Non-Exempt  
**Funding Source:** Bridge #: New bridge  

<table>
<thead>
<tr>
<th>FED FY</th>
<th>Revenue Source</th>
<th>PE</th>
<th>ROW</th>
<th>CON</th>
<th>OTHER</th>
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<tbody>
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**2019-2023 TOTAL** | $0 | $0 | $36,959,891 | $0 | $36,959,891 |

**ALL YEARS TOTAL** | $0 | $0 | $36,959,891 | $0 | $36,959,891 |

**MPO:** RTCSNV (3002)  
**Lead Agency:** Clark County  
**FEDERAL**

---

### CL2006108 (Ver6) 19-00

**Title:** Laughlin/Bullhead City Bridge  
**Description:** Construct new Colorado River bridge & related road works  
**Project Type:** Rd Expansion  
**County:** Clark  
**AQ:** Exempt, Air Quality - Bicycle and pedestrian facilities.  
**Funding Source:** Bridge #: New bridge  

<table>
<thead>
<tr>
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<th>ROW</th>
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**2019-2023 TOTAL** | $0 | $0 | $36,550,041 | $0 | $36,550,041 |

**ALL YEARS TOTAL** | $0 | $0 | $36,550,041 | $0 | $36,550,041 |

**MPO:** RTCSNV (3002)  
**Lead Agency:** Clark County
### CL20180067 (Ver 2) 19-16

**Title:** Eastern Avenue and Washoe Intersection Improvements  
**Description:** Intersection improvements  
**Project Type:** Rd Improvement  
**County:** Clark  
**Limits:** Primary Crossstreet: Eastern Avenue, Secondary Crossstreet: Civic Center  
**AQ:** Exempt, All Projects - Intersection signalization projects at individual intersections.  
**TCM:** No  
**NDOT:** District 1

<table>
<thead>
<tr>
<th>FED FY</th>
<th>Revenue Source</th>
<th>PE</th>
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**MPO:** RTCSNV (6245)  
**Lead Agency:** Nevada DOT

### Previously Approved Version

### CL20180067 (Ver 1) 19-02

**Title:** Eastern Avenue and Civic Center Intersection Improvements and Landscaping Package 2  
**Description:** Intersection improvements and landscaping design  
**Project Type:** Rd Improvement  
**County:** Clark  
**Limits:** Primary Crossstreet: Eastern Avenue, Secondary Crossstreet: Civic Center  
**AQ:** Exempt, All Projects - Intersection signalization projects at individual intersections.  
**TCM:** No  
**NDOT:** District 1

<table>
<thead>
<tr>
<th>FED FY</th>
<th>Revenue Source</th>
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**MPO:** RTCSNV (6245)  
**Lead Agency:** Nevada DOT
### CL20130030 (Ver 11) 19-14

**Title:** I 515 Auxiliary Lanes and SR 159 Charleston Blvd Improvements  
**Description:** Construct intersection improvements at I 515/Charleston and auxiliary lanes  
**Project Type:** Rd Interchange/ Intersec  
**County:** Clark  
**Limits:** From Charleston Blvd to Eastern Ave of Distance (mile) 1.7 Milepost begins at 71.65 ends at 73.35  
**Operating Agency:** Non-Exempt  
**TCM:** Yes  
**NDOT:** District 1  
**Revenue Source**  
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<tr>
<th>FED FY</th>
<th>Revenue Source</th>
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**Previously Approved Version**

### CL20130030 (Ver 10) 19-03

**Title:** I 515 Auxiliary Lanes and SR 159 Charleston Blvd Improvements  
**Description:** Construct intersection improvements at I 515/Charleston and auxiliary lanes  
**Project Type:** Rd Interchange/ Intersec  
**County:** Clark  
**Limits:** From Charleston Blvd to Eastern Ave of Distance (mile) 1.7 Milepost begins at 71.65 ends at 73.35  
**Operating Agency:** Non-Exempt  
**TCM:** Yes  
**NDOT:** District 1  
**Revenue Source**  
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**MPO:** RTCSNV (5079)  
**Lead Agency:** Nevada DOT
### CL20160086 (Ver 2) 19-16

**Title:** US 95 Construct Ramps (North West Corridor Package 3D/E)  
**Description:** Construct ramps, realigh/widen, and upgrade CC 215 to divided 6 lane freeway  
**Project Type:** Rd Interchange/ Intersec  
**County:** Clark  
**Limits:** Primary Interchange: US 95, Secondary Interchange: CC 215  
**Status:** Programmed  
**FEDERAL**  

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**MPO:** RTCSNV (6225)  
**Lead Agency:** Nevada DOT

### Previously Approved Version

**CL20160086 (Ver 1) 19-03**

**Title:** US 95 Construct Ramps (North West Corridor Package 3D/E)  
**Description:** Construct ramps, realigh/widen, and upgrade CC 215 to divided 6 lane freeway  
**Project Type:** Rd Interchange/ Intersec  
**County:** Clark  
**Limits:** Primary Interchange: US 95, Secondary Interchange: CC 215  
**Status:** Programmed  
**FEDERAL**  

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**MPO:** RTCSNV (6225)  
**Lead Agency:** Nevada DOT
## Amendment 19-14 RTCSNV

**Transportation Improvement Program Fiscal Year 2019-2022**

### CL20160099 (Ver 5) 19-14

**Title:** I 515 MSE Wall Rehabilitation Viking Grade Separation - FUTURE PROJECT

**Description:** Rehabilitation of MSE Walls

**Project Type:** Rd Recons/Rehab/Resur

**County:** Clark

**AQ:** Exempt, Other - Noise attenuation.

**TCM:** No  
**NDOT:** District 1

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**ALL YEARS TOTAL**  
$0  $0  $2,200,000  $0  $2,200,000

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**Previously Approved Version**

### CL20160099 (Ver 4) 19-00

**Title:** I 515 MSE Wall Rehabilitation Viking Grade Separation

**Description:** Rehabilitation of MSE Walls

**Project Type:** Rd Recons/Rehab/Resur

**County:** Clark

**AQ:** Exempt, Other - Noise attenuation.

**TCM:** No  
**NDOT:** District 1

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**2019-2023 TOTAL**  
$0  $0  $2,200,000  $0  $2,200,000

**ALL YEARS TOTAL**  
$0  $0  $2,200,000  $0  $2,200,000

---

**MPO:** RTCSNV (6213)  
**Lead Agency:** Nevada DOT

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**RTCSNV Project Listing**

Printed on Wednesday, September 11, 2019
### CL2019003 (Ver 2) 19-08

**Title:** Transit Oriented Development (TOD) Pilot Program Maryland Parkway

**Description:** Transit Oriented Development (TOD) Pilot Program Maryland Parkway - comprehensive planning work. (Enhance Economic development & Ridership; Facilitate Multimodal Connectivity & Accessibility; Increase Non-motorized Access to Transit Hubs; Enable Mixed-Use Development)

**Project Type:** Study/Planning

**County:** Clark

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**Programmed**

**FED**

**Total**

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**Previously Approved Version**

**CL2019003 (Ver 1) 19-07**

**Title:** Transit Oriented Development (TOD) Pilot Program Maryland Parkway

**Description:** Transit Oriented Development (TOD) Pilot Program Maryland Parkway - comprehensive planning work. (ENHANCE ECONOMIC DEVELOPMENT & RIDERSHIP; FACILITATE MULTIMODAL CONNECTIVITY & ACCESSIBILITY; INCREASE NON-MOTORIZED ACCESS TO TRANSIT HUBS; ENABLE MIXED-USE DEVELOPMENT)

**Project Type:** Study/Planning

**County:** Clark

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**Exempt, Other - Non construction related activities.**

**TCM:** No  **NDOT:** District 1

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**MPO:** RTCSNV (6258)  **Lead Agency:** RTC Southern Nevada
### CL20150010

**Title:** RTC Transit Fleet CNG Buses  
**Description:** Acquire (215) CNG buses for fixed-route bus replacement program  
**Project Type:** Transit-Capital & Rehab  
**County:** Clark

#### Programmed

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**2019-2023 TOTAL**  
**ALL YEARS TOTAL**

### Previously Approved Version

**Title:** RTC Transit Fleet CNG Buses  
**Description:** Acquire (215) CNG buses for fixed-route bus replacement program  
**Project Type:** Transit-Capital & Rehab  
**County:** Clark

#### Not Location Specific

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**2019-2023 TOTAL**  
**ALL YEARS TOTAL**

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**RTC Project Listing**  
Printed on Wednesday, September 11, 2019
## CL20150037 (Ver 10) 19-08

**Title:** RTC Transit Facilities Acquisitions & Improvements  
**Description:** RTC Transit Facilities Acquisitions & Improvements, repairs & maintenance, facilities paving, transit facility equipment replacement & additions  
**Project Type:** Transit-Capital & Rehab  
**County:** Clark  
**Limits:** Not Location Specific  
**AQ:** Exempt, Mass Transit - Purchase of office, shop and operating equipment for existing facility  
**TCM**: No  
**NDOT**: District 1

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**2019-2023 TOTAL**  | $0 | $0  | $0  | $7,859,656  | $7,859,656 |

**ALL YEARS TOTAL**  | $0 | $0  | $3,400,000 | $32,344,312 | $35,744,312 |
### NV20090265 (Ver 9) 19-18

#### Title:
Paratransit Fleet Expansion

#### Description:
Acquire (40) vehicles for expansion of paratransit operations

#### Project Type:
Transit-Capital & Rehab

#### County:
Clark

#### Limits:
Not Location Specific

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#### Lead Agency:
RTC Southern Nevada

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**Note:**
- MPO: RTCSNV (2035)
- AQ: Exempt, Mass Transit - Purchase new buses and rail cars to replace existing vehicles
- TCM: No
- NDOT: District 1
### Previously Approved Version

**Title:** Paratransit Fleet Expansion  
**Description:** Acquire (40) vehicles for expansion of paratransit operations  
**Project Type:** Transit-Capital & Rehab  
**County:** Clark  
**Limits:** Not Location Specific  
**AG:** Exempt, Mass Transit - Purchase new buses and rail cars to replace existing vehicles  
**RTC:** No  
**NDOT:** District 1

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**MPO:** RTCSNV (2035)  
**Lead Agency:** RTC Southern Nevada
## XS20180021 (Ver 2) 19-08

### Status: Programmed

**Title:** RTC Transit Improvements, repairs & maintenance, equipment & software replacement & additions  
**Description:** RTC Transit Improvements, repairs & maintenance, equipment & software replacement & additions  
**Project Type:** Transit-Capital & Rehab  
**County:** Clark  
**AQ:** Exempt, Mass Transit - Purchase of vehicle operating equipment.  
**TCM:** No  
**NDOT:** District 1  
**FEDERAL**

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**MPO:** RTCSNV (6241)  
**Lead Agency:** RTC Southern Nevada

## Previously Approved Version

### XS20180021 (Ver 1) 19-00

**Title:** RTC Transit Improvements, repairs & maintenance, equipment & software replacement & additions  
**Description:** RTC Transit Improvements, repairs & maintenance, equipment & software replacement & additions  
**Project Type:** Transit-Capital & Rehab  
**County:** Clark  
**AQ:** Exempt, Mass Transit - Purchase of vehicle operating equipment.  
**TCM:** No  
**NDOT:** District 1  
**FEDERAL**

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**MPO:** RTCSNV (6241)  
**Lead Agency:** RTC Southern Nevada
### Regional Transit System Security Systems

**Project Type:** Transit - Other  
**Description:** Security systems for regional transit system  
**County:** Clark

#### Previously Approved Version

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**NDO:** District 1  
**Lead Agency:** RTC Southern Nevada
# REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

## AGENDA ITEM

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<tr>
<th>Metropolitan Planning Organization</th>
<th>Transit</th>
<th>Administration and Finance</th>
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**SUBJECT:** 2017-2040 REGIONAL TRANSPORTATION PLAN AMENDMENT CLARK 19-23

**PETITIONER:** TINA QUIGLEY, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

**RECOMMENDATION BY PETITIONER:**
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AMENDMENT CLARK 19-23 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN (FOR POSSIBLE ACTION)

**GOAL:** IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF THE TRANSPORTATION SYSTEM AND AIR QUALITY BY MANAGING CONGESTION

---

**FISCAL IMPACT:**
None by this action

**BACKGROUND:**
The Regional Transportation Commission of Southern Nevada (RTC) adopted the 2017-2040 Regional Transportation Plan (RTP) at its February 9, 2017 meeting. Federal regulations require the RTP to be amended when there are major adjustments to program elements. Amendment Clark 19-23 incorporates changes requested by the Nevada Department of Transportation (NDOT) to the I-515 Auxiliary Lanes and State Route 159 Charleston Boulevard Improvements project in the RTP. Project details are attached.

This amendment is consistent with the 2017-2040 RTP and does not impact air quality conformity. Staff recommends approval.

---

Respectfully submitted,

CRAIG RABORN
Director of Metropolitan Planning Organization

---

RTC Item #33
October 10, 2019
Consent
Regional Transportation Commission  
AGENDA ITEM DEVELOPMENT REPORT

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<td>THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AMENDMENT CLARK 19-23 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN (FOR POSSIBLE ACTION)</td>
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<td>Date:</td>
<td>09/12/19</td>
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**Discussion:** The Regional Transportation Commission of Southern Nevada (RTC) adopted the 2017-2040 Regional Transportation Plan (RTP) at its February 9, 2017 meeting. Federal regulations require the RTP to be amended when there are major adjustments to program elements. The Nevada Department of Transportation (NDOT) requesting to make changes to the I-515 Interchange project in the RTP. Project details are attached.

**Clark 19-23:**

RTP Project # 5079: I-515 Auxiliary Lanes and SR 159 Charleston Blvd Improvements, widen Charleston Blvd, construct ramp improvements at Charleston Blvd and Eastern Ave interchanges, and add auxiliary lanes on I-515 between Charleston Blvd and Eastern Ave. Project funding increased from $39.3 million to $50.4 million and updated description.

This amendment is consistent with the 2017-2040 Regional Transportation Plan and does not impact air quality conformity. Staff recommends approval.

<table>
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**Discussion:** Recommended approval

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* Conditions (if applicable)
### CL20130030 (Ver 12) 19-23

**Title:** I 515 Auxiliary Lanes and SR 159 Charleston Blvd Improvements SR 159, CHARLESTON BLVD FROM HONOLULU ST TO SACRAMENTO DR, MP CL 29

**Description:** WIDEN CHARLESTON BLVD, CONSTRUCT RAMP IMPROVEMENTS AT CHARLESTON BLVD AND EASTERN AVE INTERCHANGES, ADD AUXILIARY LINES ON I 515 BETWEEN CHARLESTON BLVD AND EASTERN AVE

**Project Type:** Rd Interchange/ Intersec

**County:** Clark

**AQ:** Non-Exempt

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**Previously Approved Version**

**Title:** I 515 Auxiliary Lanes and SR 159 Charleston Blvd Improvements

**Description:** Construct intersection improvements at I 515/Charleston and auxiliary lanes

**Project Type:** Rd Interchange/ Intersec

**County:** Clark

**AQ:** Non-Exempt

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**Lead Agency:** Nevada DOT
SUBJECT: APPROVE AMENDMENT

PETITIONER: TINA QUIGLEY, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AMENDMENT NO. 01 TO CONTRACT 16-084, MANAGEMENT AND OPERATIONS OF THE COMMUTER BIKE CENTER, WITH ESCAPE ADVENTURES, INC. TO INCREASE FUNDING BY $30,000.00, FOR A REVISED NOT-TO-EXCEED AMOUNT OF $269,520.00, AND EXTEND THE TERM OF THE CONTRACT TO NOVEMBER 30, 2019, AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)

GOAL: SECURE FUNDING FOR EXPANSION, OPERATION, AND MAINTENANCE OF SYSTEMS AND ROUTES

FISCAL IMPACT:
Funds in the amount of $30,000.00 are budgeted and available in the Administrative Fund for Fiscal Year 2020.

BACKGROUND:
On April 14, 2016, the Regional Transportation Commission of Southern Nevada (RTC) approved a contract with Escape Adventures, Inc. to provide management and operations for the RTC’s Bike Center, located in the Bonneville Transit Center, including repair and maintenance for the Electric Bike (E-Bike) program.

This recommendation is to approve Amendment No. 01, which will increase the contract $30,000.00, from $239,520.00 to a revised not-to-exceed amount of $269,520.00, for Fiscal Year 2020, and extend the contract term from July 1, 2019 to November 30, 2019.

Staff recommends approval.

Respectfully submitted,

TINA QUIGLEY
Chief Executive Officer
AMENDMENT NO. 01
CONTRACT NO. 16-084
MANAGEMENT AND OPERATIONS OF THE COMMUTER BIKE CENTER

This AMENDMENT NO.01 is made and entered into as of this 10th day of October 2019, ("Effective Date"), by and between the Regional Transportation Commission of Southern Nevada, (hereinafter referred to as “RTC”) and Escape Adventures, Inc. (hereinafter referred to as “Service Provider”), collectively referred to herein as the “PARTIES.”

RECITALS

WHEREAS, the PARTIES entered into CONTRACT No. 16-084 entitled “Management and Operations of the Commuter Bike Center” (hereinafter referred to as “CONTRACT”) dated April 14, 2016; and

WHEREAS, the PARTIES desire to amend the CONTRACT in order to amend the cost and extend the term of the CONTRACT;

NOW THEREFORE, in mutual consideration of the mutual covenants, promises, terms and conditions herein, the RTC and the Service Provider to amend the CONTRACT as follows mutually agree it:

AGREEMENT

A. 2. COMPENSATION AND TERMS OF PAYMENT.

Delete:
The total amount of this CONTRACT shall not exceed $239,520.00 (TWO HUNDRED THIRTY-NINE THOUSAND, FIVE HUNDRED TWENTY AND ZERO CENTS) for the period from Notice to Proceed through June 30, 2017 unless approved by the OWNER in writing and an amendment to this CONTRACT is executed by the PARTIES.

Replace with:
The total amount of this CONTRACT shall not exceed $269,520.00 (TWO HUNDRED SIXTY-NINE THOUSAND, FIVE HUNDRED TWENTY AND ZERO CENTS) for the period from Notice to Proceed through November 30, 2019, unless approved by the OWNER in writing and an amendment to this CONTRACT is executed by the PARTIES.

B. 3. CONTRACT TERM.

Delete:
The initial term of the contract is from Notice to Proceed through June 30, 2017. There are two (2)
one-year options.

Replace with:
The term of the contract is from **Notice to Proceed through November 30, 2019.**

All other provisions, covenants and conditions of the original CONTRACT shall remain in full force and effect and the CONTRACT is incorporated into this AMENDMENT NO. 01 by reference.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AMENDMENT as of the date first written above.

ESCAPE ADVENTURES, INC.  

REGIONAL TRANSPORTATION COMMISSION  
OF SOUTHERN NEVADA  

By: [Signatures]
JARED FISHER  
Owner  

By: [Signature]
LAWRENCE L. BROWN  
Chairman  

APPROVED AS TO FORM:  

ATTTEST:

By: [Signature]
RTC Legal Counsel  

By: [Signature]
Marin DuBois  
Management Analyst
REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: APPROVE AMENDMENT

PETITIONER: TINA QUIGLEY, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AMENDMENT NO. 2 TO CONTRACT 19-033, AUTOMATED CONE DETECTION PILOT, WITH NEXAR, INC. FOR THE NOT-TO-EXCEED AMOUNT OF $525,000.00 FOR THE PERIOD OF JUNE 15, 2019 THROUGH APRIL 14, 2020, PURSUANT TO NEVADA REVISED STATUTES 332.115 (G) AND (H), AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)

GOAL: INCREASE SAFETY FOR BOTH MOTORIZED AND NON-MOTORIZED USERS

FISCAL IMPACT:
Funds in the amount of $525,000.00 are budgeted and available in the Highway Improvement Acquisition Fund for Fiscal Year 2020.

BACKGROUND:
On December 13, 2018, the RTC approved the award of contract 19-033, Automated Cone Detection Pilot, to Nexar, Inc. (Nexar), and subsequently amended the contract on March 14, 2019. The intent of this amended scope of services is to continue the pilot project with Nexar. The pilot project is testing the ability of Nexar’s proprietary software, hardware and peripheral equipment to detect temporary traffic control devices deployed in the public rights-of-way within the pilot project boundary.

Nexar will leverage its existing and growing connected vehicle network to provide the RTC, the City of Las Vegas, the City of Henderson and RTC technology partners Nexar CityStream solutions that include, (1) Construction Zone Detection and Monitoring (CZDM), (2) connected vehicle velocity data and (3) Roadway Inventory Detection and Monitoring (RIDM). The testing period for this phase of the project will run through April 14, 2020.

The revised not-to-exceed amount for the contract, including this amendment is $750,000.00.

Pursuant to Nevada Revised Statute 332.115 (g) and (h), hardware and associated peripheral equipment and devices for computers, and software for computers are exempt from competitive bidding procedures. Staff recommends approval.

Respectfully submitted,

TINA QUIGLEY
Chief Executive Officer

RTC Item #35
October 10, 2019
Consent
This AMENDMENT is made and entered into as of this 10th day of October, 2019, (“Effective Date”), by and between the REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA, (hereinafter referred to as “RTC”) and NEXAR INC., (hereinafter referred to as “SERVICE PROVIDER”), collectively referred to herein as the “PARTIES.”

RECITALS

WHEREAS, the PARTIES entered into Contract No. 19-033 entitled “NEXAR AUTOMATED CONE-DETECTION PILOT” (hereinafter referred to as “CONTRACT”) dated December 13, 2018, subsequently amended on March 14, 2019; and

WHEREAS, the PARTIES desire to amend the CONTRACT in order to extend the term of the contract and add funds for implementation of additional services;

NOW THEREFORE, in mutual consideration of the mutual covenants, promises, terms and conditions herein, it is mutually agreed by the RTC and the SERVICE PROVIDER to amend the CONTRACT as follows:

AGREEMENT

1. Section B-3(b) PRICES/COSTS/DELIVERABLES
   Delete:
   The not-to-exceed amount for the base period of this contract is $225,000.00 (two hundred twenty-five thousand dollars and zero cents).

   Replace with:
   The not-to-exceed amount for the term of this contract is $750,000.00 (seven hundred fifty thousand dollars and zero cents)

2. SECTION B-5 (b): CONTRACT TERM, Performance Period
   Delete:
   The base contract term commences from December 17, 2018 to June 15, 2019 unless extended through mutual written agreement by both parties.

   Replace with:
   The base contract term commences from December 17, 2018 to April 14, 2020 unless extended through mutual written agreement by both parties.

3. EXHIBIT A – SCOPE OF SERVICES
   Delete:
Replace with:

4. EXHIBIT B – FEES
Delete the Exhibit in its entirety.

All other provisions, covenants, and conditions of the original Contract shall remain in full force and effect and the Contract is incorporated into this AMENDMENT by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

NEXAR, INC.

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

By: ERAN SHIR
Chief Executive Officer

By: LAURENCE L. BROWN III
Chairman

APPROVED AS TO FORM:

ATTEST:

By: KTC Legal Counsel

By: MARIN DUBOIS
Management Analyst
EXHIBIT A – SCOPE OF SERVICES
ATTACHMENT A – AMENDED SCOPE OF SERVICES
Dated: September 18, 2019

1. **Intent**

1.1. The intent of this amended scope of services is to continue the pilot project with Nexar, Inc. (“Nexar”). The pilot project is testing the ability of their proprietary software, hardware and peripheral equipment to detect temporary traffic control devices deployed in the public rights-of-way within the pilot project boundary over a 6-month period.

1.2. Nexar will leverage its existing and growing connected vehicle network to provide the RTC (including FAST, Paratransit & Fixed Route Transit), the City of Las Vegas, the City of Henderson and RTC technology partners Nexar CityStream solutions that include, (1) Construction Zone Detection and Monitoring (CZDM), (2) connected vehicle velocity data, and (3) Roadway Inventory Detection and Monitoring (RIDM).

2. **Definition of Terms**

2.1. Temporary traffic control devices are traffic signs, cones, barrels, delineators, barricades, etc. used to mark the location and secure the boundaries of work zones associated with work activities in the public rights-of-way herein referred to as cones.

2.2. Public rights-of-way are roadway and sidewalk corridors controlled by a public agency for the use of moving vehicular and non-vehicular traffic between privately owned parcels of land.

2.3. **Expanded project boundary:**

2.3.1. An approximate 6-square mile area, selected by RTC and Nexar, in the City of Las Vegas that focuses on major roadways and arterials.

2.3.2. A segment of RTC’s fixed transit routes, selected by RTC within the expanded City of Las Vegas test area and used to test the optimization function.

2.3.3. Regional arterials of the City of Henderson selected by RTC and City of Henderson.

3. **Start and Duration**

3.1. The amended scope of services for the pilot project extension will begin on October 14, 2019 and run until April 14, 2020 (6-month duration).

4. **Goals**

4.1. Ability to identify construction zones.

4.2. Ability to clearly transfer construction zone data to the CityStream interface and API.

4.3. Ability to analyze (together with technology partners) capacity reduction from construction zones with lane closures.
5. Deliverables by Nexar

5.1. Network Access and CityStream Solutions:

5.1.1. Geo-location and date/time of the start and end of construction zones localized within a 10-meter accuracy.

5.1.2. Best-match OpenStreet Maps (OSM) node IDs along the road path, corresponding to the cone activity.

5.1.3. A construction zone API to provide dynamic map updates to RTC and its technology partners to support traffic and roadway management and public information.

5.1.4. A filter in CityStream and API to identify construction zones with lane closures

5.1.5. Additional filters in CityStream to differentiate between arrow boards, message signs and other construction zone elements.

5.1.6. A methodology for identifying a single construction zone numerous times vs. clustering detections.

5.1.7. Annotation for vehicle heading.

5.1.8. A fully flexible query tool to facilitate historical searches by construction zone identification, location, time / date and vehicle heading.

5.1.9. A length measurement tool to determine the size of construction zones.

5.1.10. A filter to analyze the unique segments of construction zones.

5.1.11. A velocity API to update RTC maps and help RTC and its partners ascertain the effect of construction zones on traffic and congestion.

5.1.12. A proof of concept for the City of Henderson to test Nexar’s Roadway Inventory Detection and Monitoring (RIDM) service. Timeline to be mutually agreed upon between all parties.

5.1.13. A detailed project plan (subject to approval by RTC) that will provide a month by month accounting of deliverables upon completion of the contract.

5.1.14. Weekly meetings and video-conferences with RTC staff to ensure optimization of the CityStream tool for RTC.

5.1.15. Regular meetings and video-conferences with the participating cities and counties to ensure optimization of the CityStream tool.
5.2. **Network Growth and Maintenance**

5.2.1. Nexar will continue scaling its network throughout Las Vegas Valley. Today, Nexar drivers cover over 1,000,000 miles per month in Las Vegas. Leading up to and during the pilot period, Nexar will aggressively market dash-cams to people who drive the most in Las Vegas. This will include internet advertising, opening a physical storefront, introducing new camera products, providing purchase discounts and other activities. Additionally, if necessary, Nexar will hire drivers to ensure full coverage of the pilot area.

5.2.2. Nexar will also work with RTC to pilot deploying cameras on RTC vehicle’s fleet. To support this, Nexar will provide 100 dash cameras. Nexar will work with RTC to identify the most appropriate paratransit and staff vehicles fleet (on vehicles that are assigned to specific RTC staff and who have RTC issued cell phones).

5.2.3. Nexar will work with RTC to determine how existing RTC camera feeds from Fixed Route Vehicles can be incorporated to Nexar’s CityStream platform on an ongoing basis in accordance with RTC rules and regulations.

5.2.4. Nexar will provide RTC monthly reports on total miles driven.

5.3. **One-time Services**

5.3.1. Nexar will host six (6) workshops and training webinars for RTC employees and contractors about managing the construction zone API and velocity APIs. Trainings may include permit, IT and engineering teams at the cities of Las Vegas and Henderson.

5.3.2. Increase the volume of telematics data to FAST.

5.3.3. Provide unique vision data (construction zone detections) to fully power its traffic management system.

5.3.4. Providing lane opening & closure alerts and test how they can be used to optimize traffic signals.

5.3.5. Deliver data that will help FAST to test how Nexar can help optimize bus and paratransit routing.

5.3.6. Use the velocity and construction zone API’s to bring data into Waycare.

5.3.7. Develop and test permit inspection and compliance tools.

5.3.8. Provide visual data allowing member agencies to cross-reference against safety standards.

*The remainder of this page intentionally left blank.*
5.4. Other Services

5.4.1. Nexar will work with RTC the City of Las Vegas and technology partners to provide velocity and hotspot data to support the GoMed initiative that will connect downtown Las Vegas with the Las Vegas Medical District via four autonomous shuttles.

6. Fee and Payment Schedule

6.1. October 14 - January 14: $225,000.00

6.2. January 15 - April 14: $300,000.00

6.3. Total fee for the services to be delivered over the 6-month term: $525,000.00

6.4. Invoicing will be in accordance with Contract 19-033, Section B-4 Invoices.

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REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

AGENDA ITEM

<table>
<thead>
<tr>
<th>Metropolitan Planning Organization</th>
<th>Transit</th>
<th>Administration and Finance</th>
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<tbody>
<tr>
<td>SUBJECT:</td>
<td>APPROVE CONTRACT</td>
<td></td>
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<tr>
<td>PETITIONER:</td>
<td>TINA QUIGLEY, CHIEF EXECUTIVE OFFICER</td>
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<td>REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA</td>
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<tr>
<td>RECOMMENDATION BY PETITIONER:</td>
<td>THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) RECEIVE A RECOMMENDATION FROM THE EVALUATION COMMITTEE TO SELECT AND AWARD CONTRACT NO. 19-052, GALLERIA LIVABLE CENTERS STUDY PHASE II, TO ASAKURA ROBINSON COMPANY IN THE AMOUNT NOT-TO-EXCEED $249,252.00 FOR 12 MONTHS FROM NOTICE TO PROCEED, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT, OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)</td>
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<tr>
<td>GOAL:</td>
<td>ENHANCE MOBILITY BY IMPROVING TRANSPORTATION CHOICES AND FACILITATING MULTI-MODAL CONNECTIVITY</td>
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**FISCAL IMPACT:**
Funds in the amount of $124,626.00 are budgeted and available in the Administrative Fund for Fiscal Year (FY) 2020. Remaining Funds will be budgeted in the same fund for FY 2021. Of the total contract amount, 95 percent will be reimbursed from Nevada Department of Transportation funds, with a five percent local match.

**BACKGROUND:**
On July 2, 2019, the Regional Transportation Commission of Southern Nevada (RTC) issued Request for Proposals (RFP) No. 19-052, Galleria Livable Centers Study Phase II. An evaluation committee comprised of internal and external evaluators completed the review and scoring of all responsive and responsible proposals. The firms ranked as follows: (1) Asakura Robinson Company LLC; and (2) Robert A. Fielden, Inc. dba Rafi Architecture and Design.

As a result, staff has negotiated a contract with Asakura Robinson Company. The objective of this project is for Asakura Robinson Company to develop a plan that addresses the application of the Livable Centers program goals in the specified area.

Staff recommends approval.

Respectfully submitted,

TINA QUIGLEY
Chief Executive Officer
CONTRACT NO. 19-052
GALLERIA LIVABLE CENTERS STUDY PHASE II

FIRM: Asakura Robinson Company
1902 Washington Avenue, Suite A
Houston, TX 77007
T: (713) 337-5830

Keiji Asakura, Founding Principal
T: (713) 337-5830
keiji@asakurarobinson.com
CONTRACT NO: 19-052  
GALLERIA LIVABLE CENTERS STUDY PHASE II

This Contract is made and entered into this 10th day of October, 2019, by and between Regional Transportation Commission of Southern Nevada (hereinafter referred to as “RTC”), having its principal office located at 600 South Grand Central Parkway, Las Vegas, Nevada 89106-4512, and Asakura Robinson (hereinafter referred to as “Consultant”), having its principal office located at 1902 Washington Avenue Suite A, Houston, Texas 77007, to develop a plan that addresses the application of the Livable Centers program goals in the specified area, including identification of transportation improvements that could leverage private investment and improve the quality of life in the project area for the Galleria Livable Centers Study Phase II (hereinafter referred to as “Project”).

RECITALS:

WHEREAS, the RTC conducted a competitive procurement process per Request for Proposals No. 19-052, to select a non-exclusive provider to perform supporting and consulting services;

WHEREAS, pursuant to that process, the RTC selected the Consultant to provide such services for the Galleria Livable Centers Study; and

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

WHEREAS, the Consultant has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract;

WHEREAS, the Consultant has the personnel and resources necessary to accomplish the Project within the required schedule and with a project budget allowance not-to-exceed $249,252.00 (Two hundred forty-nine thousand, Two hundred fifty-two dollars and zero cents) including all fees for time and labor for salaries, overhead, materials, equipment, licenses, direct non-salary expenses incurred by the Consultant, plus actual approved subconsultant costs.

NOW THEREFORE, in consideration of the mutual promises hereinafter given, it is mutually agreed by and between the Consultant and the RTC as follows:

SECTION A – CONTRACT FORM

The subject matter of this Contract is the provision of supporting and consulting services.
SECTION B – BASIC TERMS

B-1 DEFINITIONS

The following definitions apply to this Contract:

(a) “Award Date” means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the RTC.

(b) “Consultant” means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(c) “Consultant Representative” means the individual authorized to act on behalf of the Consultant regarding routine matters arising under or relating to this Contract.

(d) “Contract” means this document, consisting of Sections A through F, which is binding and effective only upon execution by the RTC.

(e) “Contract Documents” means the following documents which collectively constitute the obligations of the Contractor: (1) this Contract and the attachments hereto; (2) the Request for Proposal (RFP) No. 19-052 and any addenda thereto; (3) the Contractor’s proposal in response to the RFP, including its Best and Final offer or clarifications (if any)

(f) “Contract Technical Representative” means the RTC representative who is responsible for the coordination of Contract performance between the RTC and the Consultant.

(g) “Deliverable” means any report, software, hardware, data, documentation, or other tangible item or event that the Consultant is required to provide or perform to the RTC under the terms of the Contract.

(h) “Non-exclusive Contract” means a Contract under which the RTC agrees to obtain some, but not necessarily all, of the RTC’s requirements for a particular service.

(i) “RTC” means the Regional Transportation Commission of Southern Nevada.

(j) “RTC Commission” means the governing body of the Regional Transportation Commission of Southern Nevada.

B-2 CONTRACT TYPE

The Contract type is not-to-exceed. This is a Non-exclusive Contract.

B-3 PRICES/COSTS/DELIVERABLES

(a) Prices/Costs/Deliverables Schedule
   The Consultant will invoice the RTC in accordance with the payment and deliverables
schedule specified in attached Exhibit B, Prices/Costs/Deliverables Schedule. The RTC’s obligation to pay Consultant cannot exceed the specified amount(s). It is expressly understood that the entire work defined in Exhibit A must be completed by the Consultant and it shall be the Consultant's responsibility to ensure that hours and tasks are properly budgeted so the entire project is completed for the specified amount(s).

(b) The not-to-exceed amount for this contract is $249,252.00 (Two hundred forty-nine thousand, Two hundred fifty-two dollars and zero cents) for the entire project.

B-4 INVOICES

(a) The Consultant shall submit an invoice to the RTC in accordance with the payment schedule set forth in Paragraph B-3 (Prices/Costs/Deliverables) above and must be accompanied by backup material. The Consultant shall furnish invoices upon completion of each task. The RTC shall pay the invoiced amount within 30 calendar days after the date of receipt of a correct invoice. All invoices should identify the following items:

1. The date of the invoice;
2. Consultant name;
3. Complete address (including street, city, state and zip code);
4. Telephone number;
5. Contact person;
6. Itemized description of services performed and/or products delivered (including quantities) or services rendered (including performance dates covered), referencing the contract item;
7. Copies of subcontractor invoices
8. Itemized pricing and total amount due (excluding Sales and Use Tax);
9. the associated RTC purchase order number;
10. Consultant’s Tax Identification Number;
11. RTC Contract Number
12. Percentage Discount/Payment Terms (if offered);
13. Copy of the progress report, signed/approved by RTC’s Contract Technical Representative, if applicable; and
14. Consultant’s invoice number.

RTC shall subtract from any payment made to Consultant all damages, costs and expenses caused by Consultant's negligence, resulting from or arising out of errors or omissions in Consultant's work products, which have not been previously paid to Consultant.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Consultant will be made in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Consultant shall submit an original invoice to:
Regional Transportation Commission  
ATTN: Accounts Payable  
600 Grand Central Parkway  
Las Vegas, NV 89106 – 4512

(b) A representative of the Consultant shall sign and certify the invoice in the following manner: “I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the RTC nor any other source.”

c) The Consultant shall forward a copy of the original invoice to the RTC’s Contract Technical Representative identified in Paragraph D-2 (Contract Technical Representative/Consultant Representative).

d) Upon termination of this Contract, the Consultant shall submit a statement summarizing previous billings rendered and payments received and providing any other information necessary for contract close out. Within 30 calendar days after receipt thereof, the RTC shall pay the Consultant all amounts due.

e) The RTC may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment made by the RTC to the Consultant to such extent as may be necessary to protect the RTC from loss or damage, or to compensate the RTC, caused by, resulting from or arising out of, including but not limited to, any failure to perform Services in accordance with this Contract.

B-5 CONTRACT TERM

(a) Notice to Proceed The parties to this Contract understand and agree that execution of this Contract by the RTC is not a Notice-To-Proceed with the Scope of Services of this Contract. A Notice-To-Proceed will be given by the RTC to the Consultant after receipt and approval of all insurance requirements specified in this Contract or equivalent protection.

(b) Performance Period The base contract term commences from Notice to Proceed to June 30, 2021, unless extended through mutual written agreement by both parties.

(c) Contract Renewals RTC reserves the right to extend the performance period for a period not to exceed 12-months.

(d) Delivery Schedule the Consultant shall provide services in accordance with the deliverables schedule specified in attached Exhibit B (Prices/Costs/Deliverables Schedule).
SECTION C – SCOPE OF SERVICES

C-1 SCOPE OF SERVICES

The Consultant shall provide the materials, equipment, products and labor to accomplish produce and deliver the products and services specified in Exhibit A. The Consultant shall not provide services beyond the scope of this Contract unless those services and compensation for those services have been defined in an approved amendment to this Contract.

SECTION D – SPECIAL CONDITIONS

D-1 LEGAL NOTICE

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

1. received by the party to whom it is directed by hand delivery or personal service, or
2. transmitted by facsimile with confirmation of transmission, or
3. sent by U.S. mail via certified mail-return receipt requested at the following addresses:

   FOR THE RTC:
   Regional Transportation Commission of Southern Nevada
   Manager, Purchasing and Contracts
   600 Grand Central Parkway
   Las Vegas, Nevada 89106-4512

   FOR THE CONSULTANT:
   Asakura Robinson Company
   Zakcq Lockrem, Principal-in-Charge
   1902 Washington Avenue, Suite A
   Houston, TX 77007

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U.S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Contract Technical Representative or the Consultant Representative, as appropriate.
D-2 RTC TECHNICAL CONTRACT REPRESENTATIVE / CONSULTANT REPRESENTATIVE

(a) The RTC designates the following as the Contract Technical Representative for this Contract:

Daniel Fazekas, AICP
Senior Transportation Planner
T: 702-676-1746
FazekasD@rtcsnv.com

The RTC will provide written notice to the Consultant, should there be a subsequent Contract Technical Representative change. The Contract Technical Representative will be the Consultant’s principal point of contact at the RTC regarding any matters relating to this Contract, will provide all general direction to the Consultant regarding Contract performance, and will provide guidance regarding the RTC’s goals and policies. The Contract Technical Representative is not authorized to waive or modify any material scope of services changes or terms of the Contract. The RTC agrees that its officers and employees and consultants will cooperate with Consultant in the performance of services under this Contract and will be available for consultation with Consultant at reasonable times with advance notice as to not conflict with other responsibilities.

(b) The Consultant designates the following as the Consultant Representative for this Contract:

Zakcq Lockrem, AICP
Principal
T: 612.702.2453
Zakcq@asakurarobinson.com

The Consultant will provide written notice to the RTC, should there be a subsequent Consultant Representative change. The RTC has the right to assume that the Consultant Representative has full authority to act for the Consultant on all matters arising under or relating to this Contract. Should the Consultant Representative of the Consultant be unable to complete their responsibility for any reason, the Consultant shall replace him, her, or them with a competent person, or sub-consultant with the RTC's approval.

D-3 SUPPLIER BACKGROUND CHECKS – Not Used

D-4 RTC SUPPLIER IDENTIFICATION BADGES – Not Used

D-5 CONSULTANT KEYS TO FACILITY – Not Used

D-6 WARRANTY
(a) Services: The Consultant warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Consultant to perform the services in accordance with this Contract, the Consultant shall, at no cost to the RTC, re-perform or perform the services so that the services conform to the warranty. The Consultant shall not be liable for damages, claims or losses arising out of any reuse of any management methods or procedures, materials, information, products, work, documents, drawings, maps, plans, specifications, reports or other data or material as specified herein on this (in the event of termination) or any other project without the Consultant’s prior written permission.

(b) Products: The Consultant shall guarantee all workmanship, materials and equipment it has furnished for a period of one year after final acceptance of the equipment and/or materials; and, if during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by the RTC, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment and furnishings that may be damaged as a result of this defective equipment or workmanship.

(c) Warranty Administration: In the event of any action by the RTC to recover damages for breach of all warranties, the Consultant agrees to pay the RTC for such damages and the costs associated with such action, including reasonable attorneys’ fees.

In the event any materials or equipment supplied hereunder are covered by warranties of the manufacturer or supplier other than the Consultant, then copies of such warranties must be furnished to the RTC at the time of delivery and, if required by the RTC, Consultant will assign such warranties to the RTC. Delivery or assignment of such manufacturer's or suppliers’ warranties shall in no event relieve Consultant of any of its obligations.

No disclaimer of liability, limitations on time of warranty, limitations on scope of warranty, or limitations on damages inconsistent with the warranties contained herein shall be effective for any purpose. No warranty contained herein nor otherwise given shall be construed to limit any other remedy available to the RTC by law nor to limit the time in which such other remedy may be sought.

D-7 INTELLECTUAL PROPERTY RIGHTS

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the RTC are exclusively the property of the RTC.

Ownership of the drawings and specifications produced shall remain the property of the Consultant. Copies of the drawings, creative and specifications retained by the RTC may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Consultant during the performance of services for which it has been compensated under this
Contract, shall be delivered to RTC’s representative upon completion or termination of this Contract, whichever occurs first. RTC shall have the right to reproduce all documentation supplied pursuant to this Contract. Consultant shall furnish RTC’s representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

The Consultant shall not be liable for damages, claims or losses arising out of any reuse of any management methods or procedures, materials, information, products, work, documents, drawings, maps, plans, specifications, reports or other data or material as specified herein on this (in the event of termination) or any other project without the Consultant’s prior written permission.

**D-8 LICENSES/REGISTRATIONS**

During the entire performance period of this Contract, the Consultant shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active applicable business license.

**D-9 REVIEW COMMENTS**

The services performed by Consultant under this Contract shall be subject to periodic review by the RTC and/or its Chief Executive Officer. The review comments of RTC's representative may be reported in writing as needed to Consultant. It is understood that RTC's representative(s) review comments do not relieve Consultant from the responsibility for the professional and technical accuracy of all work delivered under this Contract. The RTC's Chief Executive Officer may delegate any or all of the Chief Executive Officer’s responsibilities under this Contract to appropriate staff members, and shall so inform Consultant by written notice before the effective date of each delegation. The comments of the RTC's Chief Executive Officer or his designated staff may be reported to Consultant by the RTC's Chief Executive Officer. It is understood that the RTC Chief Executive Officer's comments do not relieve Consultant from the responsibility for the professional quality of all work delivered under this Contract. To prevent an unreasonable delay in the Consultant's work, the Chief Executive Officer will endeavor to examine all reports and other documents and will render decisions and advise the Consultant in a timely manner to avoid unreasonable delay.

**D-10 DATA AVAILABLE**

(a) RTC shall, without charge, furnish to or make available for examination or use by Consultant as it may request, any data which RTC has available, including as examples only and not as a limitation:

1. Copies of reports, surveys, records, and other pertinent documents.

2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.
Consultant shall return any original data provided by RTC.

(b) RTC shall assist Consultant in obtaining data on documents from public officers or agencies, and from private citizens and business Companies, whenever such material is necessary for the completion of the services specified by this Contract.

(c) Consultant will not be responsible for accuracy of information or data supplied by RTC or other sources to the extent such information or data would be relied upon by a reasonably prudent Consultant.

(d) The Consultant shall return any original data provided by the RTC.

**D-11 LIQUIDATED DAMAGES – Not Used**

**D-12 FEDERAL CONDITIONS**

This project is funded in part by federal funds. Therefore, the Federal Conditions in Exhibit E to the RTC-Contractor Agreement apply. Proponents shall complete all certifications in the Federal Conditions and submit them with their Proposal. **The failure of the Proponent to complete the Federal Certifications (Exhibit E to the RTC-Contractor Agreement) shall result in the rejection of the proposal as being non-responsive.**

**D-13 PRICE ADJUSTMENT REQUESTS - Not Used**

**D-14 SURVIVAL**

The terms and conditions of this Contract regarding confidentiality, payment, warranties, liability and all others that by their sense and context are intended to survive the execution, delivery, performance, termination or expiration of this Contract survive and continue in effect.

**D-15 ORDER OF PRECEDENCE**

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

In the event of a conflict between the Contract and or the Contract Documents the following order of preference shall Prevail: (1) this Contract and the attachments thereto; (2) Request for Proposals (RFP) No. 19-052 and any addenda thereto; and (3) the Contractors proposal in response to RFP No. 19-052, including its Best and Final Offer or Clarifications, if any.

**SECTION E – GENERAL PROVISIONS**

**E-1 DISPUTES**
(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the RTC is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Consultant, the Consultant shall notify the RTC of its intent to proceed further with the claim or dispute, and in response thereto, the RTC shall notify the Consultant as to its selected forum for resolution. For any and all claims or disputes asserted by the RTC, the RTC shall notify the Consultant in the notice of its intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the RTC as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the RTC and the venue for purposes of any litigation or arbitration shall be in a competent jurisdiction in Clark County, Nevada. If litigation is required as a result of this Contract, the prevailing party will be entitled to its reasonable costs and attorney fees.

(d) If during the term of this Contract, there are any changes or new laws, ordinances, statutes, rules or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, the Consultant shall immediately notify the RTC in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. The RTC shall review the cost impact of such changes, and make an equitable adjustment in compensation for an increase or decrease in time, labor, materials and fees. If any discrepancy or inconsistency shall be discovered between this Contract and any law, ordinance, regulation, order or decree, Consultant shall immediately report the same in writing to RTC who will issue such instructions as may be necessary.

E-2 NOTICE OF DELAY

Should the timely performance of this Contract be jeopardized by the non-availability of RTC provided personnel, data, or equipment, the Consultant immediately shall notify the RTC in writing of the facts and circumstances that are contributing to such delay however, such notice shall not relieve the Consultant from any existing obligations regarding performance or delivery.

Upon receipt of this notification, the RTC will advise the Consultant in writing of the action which will be taken to remedy the situation.
E-3 SUSPENSION

RTC may suspend performance by Consultant under this Contract for such period of time as RTC, at its sole discretion, may prescribe by providing written notice to Consultant at least 10 working days prior to the date on which RTC wishes to suspend. Upon such suspension, RTC shall pay Consultant its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. Consultant shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from RTC to resume performance. In the event RTC suspends performance by Consultant for any cause other than the error or omission of the Consultant, for an aggregate period in excess of 30 days, Consultant shall be entitled to an equitable adjustment of the compensation payable to Consultant under this Contract to reimburse Consultant for additional costs occasioned as a result of such suspension of performance by RTC based on appropriated funds and approval by the RTC.

E-4 TERMINATION FOR CONVENIENCE

The RTC shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). After receipt of a notice of termination, and except as otherwise directed by the RTC, the Consultant shall:

(a) Stop work under said contract on the date and to the extent specified in the notice of termination;

(b) 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 said contract as is not terminated;

(c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;

(d) Assign to the RTC in the manner, at the times, and to the extent directed by the RTC, all of the right, title, and interest of the Consultant under the orders and subcontracts so terminated, in which case the RTC shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts to the extent the RTC may require;

(f) Transfer title to the RTC and deliver in the manner, at the times, and to the extent, if any, directed by the RTC the fabricated or unfabricated parts, work in process, or completed work, supplies, and other materials produced as a part of, or acquired in connection with their performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if said contract had been completed, would have been required to be furnished to the RTC;
(g) Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the RTC, any property of the types referred to above; provided, however, that the Consultant shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the RTC, and provided further that the proceeds of any such transfer or disposition shall be applied in the reduction of any payments to be made by the RTC to the Consultant under said contract or shall otherwise be credited to the price or cost of the work covered by said contract or paid in such other manner as the RTC may direct;

(h) Complete performance of such part of the work as shall not have been terminated by the notice of termination;

(i) Take such action as may be necessary, or as the RTC may direct, for the protection or preservation of the property related to said contract which is in the possession of the Consultant and in which the RTC has or may acquire an interest; and

(j) Shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the RTC. In the event of such termination, the RTC agrees to pay the Consultant within 30 days after receipt of a correct, adequately documented written request approved by the RTC. The RTC’s sole liability under this paragraph is for payment of the costs for the services requested by the RTC and actually performed by the Consultant.

Settlement of claims by the Consultant or recoveries by the RTC under this termination for convenience clause shall be in accordance with the legal rights and liabilities of the parties to said contract.

E-5 TERMINATION FOR DEFAULT

(a) The RTC may, by written notice of default to the Consultant, terminate this Contract in whole or in part if the Consultant fails to:

1. Perform the services under Exhibit A Scope of Services, including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

2. Make progress, so as to endanger performance of this Contract; or

3. Perform any of the other provisions of this Contract.

(b) The RTC’s right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Consultant does not cure such failure within ten calendar days (or more if authorized by the RTC) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.
(c) If said contract is terminated in whole or in part for default, the RTC may procure, upon such terms and in such manner as the RTC may deem appropriate, similar services to that so terminated. The Consultant shall be liable to the RTC for costs associated with the termination of this Contract, the procurement of replacement services by the RTC, any excess costs of such similar supplies or services, and any increase in the total agreement costs or the hourly rate as a result of the re-procurement of services from the date of termination to the expiration date of the original Contract, and shall continue the performance of said contract to the extent not terminated under the provisions of this clause.

(d) Except as otherwise provided, settlement of claims by the Consultant under this termination Section shall be in accordance to the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 calendar days following commencement thereof.

(f) The RTC retains the right to terminate for default immediately should the Consultant fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

(g) RTC reserves the right to cancel the Contract upon 30 calendar days' written notice with good cause.

E-6 CANCELLATION OF CONTRACT

In any of the following cases, the RTC shall have the right to cancel this Contract without expense to the RTC:

(a) the Consultant is guilty of misrepresentation;

(b) this Contract is obtained by fraud, collusion, conspiracy, or other unlawful means; or

(c) 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 the RTC’s right to terminate this Contract for convenience or default.

E-7 INSURANCE

The Consultant shall procure and maintain, at its own expense, during the entire term of the Contract, the coverage(s) specified in Exhibit C.
E-8 INDEMNIFICATION

1. INDEMNITY. CONSULTANT SHALL INDEMNIFY, HOLD HARMLESS AND, AT REGIONAL TRANSPORTATION COMMISSION’S OPTION, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO RTC) RTC, THIRD PARTY BENEFICIARIES (AS DEFINED IN SECTION[ ]), AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, PARENT COMPANIES AND THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS AND assigns, HEIRS, ADMINISTRATORS, AND PERSONAL REPRESENTATIVES (COLLECTIVELY, “RTC INDEMNITEES”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES), LAWSUITS, OTHER PROCEEDINGS, CAUSES OF ACTION, LIABILITIES, CLAIMS OF LIEN, LIENS, CIVIL OR CRIMINAL PENALTIES AND CHARGES, OTHER COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY’S AND EXPERTS’ FEES AND COSTS, WHETHER OR NOT SUIT IS FILED) (COLLECTIVELY, “ACTIONS”), CAUSED IN WHOLE OR IN PART BY, RELATES TO OR ARISES OUT OF OR IS INCIDENT TO: PROPERTY DAMAGE; PERSONAL INJURIES; EMOTIONAL OR BODILY INJURY OR DEATH; CLAIMS RESULTING DIRECTLY OR INDIRECTLY FROM ANY BREACH OF THIS AGREEMENT; OR ANY INTENTIONAL TORTIOUS MISCONDUCT OR NEGLIGENT ACT, OMISSION OR ERROR OF THE CONSULTANT OR ANY OF THE SUB-CONSULTANTS RETAINED BY CONSULTANT OR THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS AND EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OR CONDUCT OF ANY SERVICE PROVIDED UNDER THIS AGREEMENT, PROVIDED THAT THE INDEMNITY AND DEFENSE OBLIGATION OF CONSULTANT SET FORTH IN THIS SECTION 1 SHALL NOT APPLY TO CLAIMS FOR PROFESSIONAL NEGLIGENCE ACTIONS ARISING OUT OF THE CONSULTANT’S PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT, WHICH ACTIONS ARE COVERED BY SECTION 3 BELOW, AND PROVIDED FURTHER, THAT CONSULTANT SHALL NOT BE LIABLE HEREUNDER TO THE EXTENT THAT THE ACTION IS CAUSED BY THE SOLE NEGLIGENCE OF THE RTC AND OR THE RTC INDEMNITEES IN ACCORDANCE WITH APPLICABLE LAW REGARDING COMPARATIVE NEGLIGENCE. CONSULTANT SHALL BE REQUIRED TO NOTIFY RTC WITHIN 48 HOURS OF BECOMING AWARE OF ANY ACTIONS THAT RESULTS FROM THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

2. MECHANIC LIEN INDEMNIFICATION. CONSULTANT SHALL INDEMNIFY, HOLD HARMLESS AND, AT RTC’S OPTION, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO RTC) THE RTC INDEMNITEES FROM ANY CLAIMS OR MECHANIC’S LIENS BROUGHT AGAINST RTC INDEMNITEES OR AGAINST THE PROJECT BY ANY OF CONSULTANT’S SUB-CONSULTANTS AS A RESULT OF THE FAILURE OF CONSULTANT, OR THOSE FOR WHOSE ACTS IT IS RESPONSIBLE, TO PAY FOR ANY SERVICES, MATERIALS, LABOR,
EQUIPMENT, TAXES OR OTHER ITEMS OR OBLIGATIONS FURNISHED OR INCURRED FOR OR IN CONNECTION WITH THE SERVICES OR THE PROJECT FOR WHICH CONSULTANT IS ACTUALLY PAID BY RTC. WITHIN THREE (3) DAYS OF RECEIVING WRITTEN NOTICE FROM RTC THAT SUCH A CLAIM OR MECHANIC’S LIEN HAS BEEN FILED, CONSULTANT SHALL COMMENCE TO TAKE THE STEPS NECESSARY TO DISCHARGE SAID CLAIM OR LIEN, INCLUDING, IF NECESSARY, THE FURNISHING OF A MECHANIC’S LIEN BOND. IF CONSULTANT FAILS TO DO SO, RTC WILL HAVE THE RIGHT TO DISCHARGE THE CLAIM OR LIEN AND HOLD CONSULTANT LIABLE FOR COSTS AND EXPENSES INCURRED, INCLUDING ATTORNEYS’ FEES AND ANY BOND PREMIUMS.

3. PROFESSIONAL NEGLIGENCE INDEMNIFICATION. CONSULTANT SHALL REIMBURSE AND INDEMNIFY AND HOLD HARMLESS THE RTC INDEMNITEES FROM AND AGAINST ANY AND ALL ACTIONS ARISING OUT OF OR INCIDENT TO CONSULTANT’S PROFESSIONAL NEGLIGENCE IN THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT. CONSULTANT SHALL NOT BE LIABLE HEREUNDER TO THE EXTENT THE ACTION IS CAUSED BY THE NEGLIGENCE OF THE RTC OR AN RTC INDEMNITEE. THE INDEMNIFICATION OBLIGATIONS PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT SHALL NOT BE CONSTRUED AS BEING FOR THE BENEFIT OF ANY CONTRACTORS, SUB-CONSULTANTS OR MATERIAL SUPPLIERS.

4. Indemnification Not Limited by Worker's Compensation; Disability Benefits Act. Any Actions brought against any RTC Indemnitee by an employee of Consultant or anyone directly or indirectly employed by it or anyone for whose acts it may be liable are included in the indemnification obligations imposed upon Consultant under Section 1 above and shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by, or on behalf of, Consultant under any Worker’s Compensation laws, Disability Benefits Acts or any other employee benefit provided by this Agreement or by Law.

5. Corporate Entity Liability. It is intended by the Parties to this Agreement that Consultant’s services and RTC’s performance in connection with the Project shall not subject either Party’s individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Parties agree that any claim, demand or suit shall be directed and/or asserted only against RTC or Consultant, and not against any of the RTC’s or Consultant’s individual employees, officers or directors. Notwithstanding the above waiver, RTC shall be allowed to name Consultant’s employees, officers or directors to the extent liability arises from an individual’s reckless or intentional acts.

6. Timing of Obligations. Consultant’s obligations to indemnify, defend and hold harmless RTC Indemnitees from and against Actions shall arise at the time the Action becomes known by RTC Indemnitees or Consultant, whichever occurs sooner.
E-9  PATENT INDEMNITY

The Consultant shall advise the RTC of any impending patent suit and provide all information available. The Consultant shall defend any suit or proceeding brought against the RTC based on a claim that any product, or any part thereof, furnished under this Contract, constitutes an infringement of any patent; and, the Consultant shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the RTC. In case said product, or any part thereof, is in such suit held to constitute infringement and use of said product or parts is enjoined, the Consultant shall, at its own expense and at its option, either procure for the RTC the right to continue using said product or part, or replace same with non-infringing product, or modify it so it becomes non-infringing.

E-10  SUCCESSORS AND ASSIGNS

The RTC and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party nor shall the Consultant assign any money due or to become due without the prior written consent of the RTC, except to a financial institution authorized to do business in the state of Nevada. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-11  WAIVER

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the RTC to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the RTC to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-12  TAXES

The RTC is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 90-0036752. The Consultant shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Consultant shall make any and all payroll deductions required by law. The Consultant agrees to indemnify and hold the RTC harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

E-13  COMPLIANCE WITH LAWS
(a) The Consultant in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all Federal State and local governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

(b) If during the term of this Contract, there are any changes or new laws, ordinances, statutes, rules or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, the Consultant shall immediately notify the RTC in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. The RTC shall review the cost impact of such changes, and make an equitable adjustment in compensation for an increase in time, labor, materials and fees, according to the procedures in Paragraph E-24, (Modification/Amendment).

(c) If any discrepancy or inconsistency shall be discovered between this Contract and any law, ordinance, regulation, order or decree, Consultant shall immediately report the same in writing to the RTC who will issue such instructions as may be necessary.

**E-14 AUDIT OF RECORDS**

(a) The Consultant agrees to maintain financial records pertaining to all matters relative to this Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Contract for a period of three years after completion of this contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Consultant goes out of existence, the Consultant shall turn over to the RTC all of its records relating to this Contract to be retained by the RTC for the required period of time.

(b) The Consultant agrees to permit the RTC or the RTC’s designated representative(s) to inspect and audit its records and books relative to this Contract at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the RTC desires concerning Consultant’s operation hereunder. The Consultant further understands and agrees that said inspection and audit would be exercised upon written notice. If the Consultant or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, Consultant agrees to deliver the records and books or have the records and books delivered to the RTC or the RTC’s designated representative(s) at an address within Clark County, Nevada as designated by the RTC. If the RTC or the RTC’s designated representative(s) find that the records and books delivered by the Consultant are incomplete, the Consultant agrees to pay the RTC or the RTC’s representative(s)’ costs to travel (including travel, lodging, meals, and other related expenses) to the Consultant’s offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Consultant further agrees to permit the RTC or the RTC’s designated representatives to inspect and audit, as deemed necessary, all records of this
project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the RTC.

(c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the RTC or the RTC’s designated representative(s) finds the dollar liability is less than payments made by the RTC to the Consultant, the Consultant agrees that the difference shall be either: (1) repaid immediately by the Consultant to the RTC or (2) at the RTC’s option, credited against any future billings due the Consultant.

E-15 INDEPENDENT CONTRACTOR

In the performance of services under this Contract, the Consultant, any other person employed by it, and any of its subcontractors or suppliers shall be deemed to be an independent contractor and not an agent or employee of the RTC and they shall not be entitled to, nor will the RTC provide any of the benefits or rights afforded employees of RTC, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. The Consultant shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The RTC shall hold the Consultant as the sole responsible party for the performance of this Contract. The Consultant shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Consultant shall create a partnership, joint venture or agency with the RTC. Neither party shall have the right to obligate or bind the other party in any manner to any third party. Consultant shall be solely responsible for, and shall indemnify, defend and hold RTC harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever. Consultant has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the RTC.

E-16 SUBCONSULTANTS/SUBCONTRACTORS

The Consultant shall submit, for review and documentation purposes, a list of any and all subcontractors/subcontractors. The Consultant shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The Consultant shall furnish at the RTC’s request, a copy of the Consultant’s contract(s) with its subcontractors/subcontractors. The professional obligations of such persons shall be undertaken and performed in the interest of the RTC. All subcontractors will incorporate in full all appropriate conditions and terms as set forth in this Contract. The Consultant will not enter into any subcontracts with any subcontractors/subcontractors not named in or pursuant to this Contract in writing, except with the prior written approval of the RTC’s PM. Any approval of a subcontract by the RTC shall not be construed as making the RTC a party to such subcontract, giving the subcontractors/subcontractors privity of contract with the RTC, or subjecting the RTC to liability of any kind to any subcontractors/subcontractors.

E-17 FLOWDOWN
Consultant shall provide that its contracts with subcontractor(s) shall be bound to the Consultant in the same manner, and to the same extent, as the Consultant is bound to the RTC under this Agreement.

E-18 UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, the Consultant agrees that it will not employ unauthorized aliens in the performance of this Contract.

E-19 DISCRIMINATION

Consultant acknowledges that the RTC has an obligation to ensure that public funds are not used to subsidize private discrimination. Consultant recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or Consultant due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, the RTC may declare the Consultant in breach of the Contract, terminate the Contract, and designate the Consultant as non-responsible.

E-20 FORCE MAJEURE

The Consultant shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Consultant. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) civil disturbances, or (7) unusually severe weather; but does not include labor related incidents, such as strikes or work stoppages. The time of performance of the Consultant’s obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 calendar days, the RTC may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-4 (Termination for Convenience).

E-21 MATERIALS, INFORMATION AND DOCUMENTS

All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Consultant for RTC relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by Consultant to parties other than RTC shall become the property of RTC and shall be delivered to RTC's representative upon completion or termination of this Contract, whichever comes first. Consultant shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by RTC. RTC shall have the right to reproduce all documentation supplied pursuant to this Contract.

E-22 QUALITY OF SERVICES

(a) The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Consultant, its subcontractors
and its principals, officers, employees and agents under this Contract. In performing the specified services, Consultant shall follow practices consistent with generally accepted professional and technical standards.

(b) It shall be the duty of the Consultant to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations.

(c) The Consultant shall, without additional compensation, correct or revise any deficiencies, errors or omissions caused by the Consultant in its analysis, reports, and services. It is also understood and agreed by both parties that if any error is found, the Consultant will expeditiously make the necessary correction, at no expense to the RTC, except when such error is the cause of the RTC.

(d) Consultant will not produce a work product which violates or infringes on any copyright or patent rights. The Consultant shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the RTC of any products or services furnished by Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy and adequacy of its work. RTC’s review, approval, acceptance, or payment for any of Consultant's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and Consultant shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to RTC caused by Consultant's performance or failures to perform under this Contract.

E-23 ASSUMPTION OF RISK

Any services performed by the Consultant under this Contract which require prior review and approval by the RTC shall be at the sole risk and expense of the Consultant if such prior review and approval by the RTC is not obtained.

E-24 RIGHT TO ADEQUATE ASSURANCE OF PERFORMANCE

When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until it receives such assurance may, if commercially reasonable, suspend any performance for which it has not already received the agreed return. Acceptance of any improper delivery or payment does not prejudice the aggrieved party’s right to demand adequate assurance of proper performance. After receipt of a justified demand, failure to provide within a reasonable time not exceeding thirty calendar days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of the Contract.

E-25 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the
validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

**E-26 CONFORMING SERVICES**

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Consultant shall furnish the RTC with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

**E-27 MODIFICATION/AMENDMENT**

(a) Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, the RTC reserves the right to request modification at any time to the (1) scope, complexity, character, frequency of the services to be performed; (2) Conditions under which the work is required to be performed; such as a change in standards or a change in available base data which would require additional work; (3) duration of work if the time period for completion of services warrants such an adjustment; or (4) estimated quantities or the timing of the Consultant’s obligations under this Contract, in whatever manner the RTC determines, in good faith, to be reasonably necessary and to be in the best interests of the public. This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. No services for which an additional compensation will be charged by the Consultant shall be furnished without the written authorization of the RTC. Any other attempt to modify or amend this Contract shall be null and void and may not be relied upon by either party.

(b) Oral change orders will not be permitted. The Consultant shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract and signed by the RTC.

(c) Within seven calendar days after receipt of the written change order to modify the contract, the Consultant shall submit to the RTC a detailed price and schedule proposal for the work to be performed or goods provided.

(d) This proposal shall be subject to negotiations between the Consultant and the RTC. After the proposal is accepted by the Governing Body, a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the procedures specified in Paragraph E-1 (Disputes).

**E-28 ENTIRE CONTRACT**
This Contract represents the entire and integrated Contract between the RTC and the Consultant. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

E-29 SECTION AND PARAGRAPH HEADINGS

The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-30 CONFLICT OF INTEREST

(a) An official of the RTC, who is authorized in such capacity and on behalf of the RTC to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the RTC, who is authorized in such capacity and on behalf of the RTC to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the RTC relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the RTC may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, the RTC shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

(d) In the event this Contract is terminated as provided for in this Section, the RTC shall be entitled:

1. To pursue the same remedies against the Consultant as it could pursue in the event of a breach of this Contract by the Consultant; and

2. As a penalty, in addition to any other damages to which the RTC may be entitled by law, to exemplary damages in an amount as determined by the RTC which shall not be less than three nor more than ten times the costs incurred by the Consultant in providing any such gratuities to any such officer or employee.
3. The rights and remedies of the RTC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under any other provision of this Contract.

E-31 **PUBLIC RECORDS**

The RTC is a commission as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the RTC’s Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal (if applicable) are deemed to be public records.

E-32 **CONFIDENTIALITY**

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Consultant is confidential and privileged. The Consultant shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the RTC. The Consultant shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the RTC is obtained. Upon request by the RTC, The Consultant shall promptly return to the RTC all confidential information supplied by the RTC, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the RTC, then in the public domain; (ii) the information is known to the Consultant prior to obtaining the same from the RTC; (iii) the information is obtained by the Consultant from a third party who did not receive the same directly or indirectly from the RTC; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Consultant shall notify the RTC. In such event the RTC, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-33 **MARKETING RESTRICTIONS**

The Consultant may not publish or sell any information from or about this Contract without the prior written consent of the RTC. This restriction does not apply to the use of the RTC’s name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Consultant or its services.

E-34 **LACK OF FUNDS**

The entering into of the Contract by the RTC is subject to its receipt of local and federal funds adequate to carry out the provisions of the Contract in full.
The RTC may cancel or reduce the amount of services to be rendered if the RTC determines that such action is in the RTC’s best interest, or that there will be a lack of funding available for the service. In such event, the RTC will notify the Consultant in writing in 30 calendar days in advance of the date such cancellation or reduction is to be effective.

**E-35 CHANGES-FIXED PRICE SERVICES**

(a) The RTC may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

1. Description of services to be performed.
2. Time of performance (i.e., hours of the day, days of the week, etc.).
3. Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the RTC shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Consultant must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the RTC decides that the facts justify, the RTC may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Consultant’s proposal includes the cost of property made obsolete or excess by the change, the RTC shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Consultant from proceeding with the Contract as changed.

The Consultant shall provide current, complete, and accurate documentation to the RTC in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the RTC, will be deemed a waiver of the Consultant’s right to dispute the equitable adjustment proposed by the RTC, where such equitable adjustment has a reasonable basis at the time it is determined by the RTC.

The Contract consists of this document and the following document incorporated herein by this reference as a part hereof:

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<tr>
<th>Identifier</th>
<th>Title/Text Reference</th>
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<tr>
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<td>Exhibit B</td>
<td>Prices/Costs/Deliverables Schedule</td>
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Exhibit E
Federal Conditions
Request for Proposal No. 19-052

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
IN WITNESS WHEREOF, the individuals who have affixed their signatures below certify and attest each is empowered to execute this Contract and act on behalf of and bind the party in whose name this Contract is executed the day and year first written above.

ASAKURA ROBINSON COMPANY  

By: Keiji Asakura  
Founding Principal

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA  

By: LAWRENCE L. BROWN III  
Chairman

APPROVED AS TO FORM:  

By: David Clyde  
RTC General Counsel

ATTEST:  

By: MARIN DUBOIS  
Management Analyst
EXHIBIT A – SCOPE OF SERVICES

TASK 1: PROJECT MANAGEMENT

Meeting materials will be provided one week prior to the meeting for client team review, and meeting summaries will be provided within two weeks after the event.

1.1 Project Meetings

Biweekly meetings will be held between the City of Henderson and RTC staff and the project manager, with additional team members in person or by phone as necessary.

1.2 Project Guide

As a part of the Project Guide, our team will develop comprehensive branding for the project, including a project logo, fonts, graphic standards, templates for the report, boards and presentations. These guides will also include information on scope, timeline, and key team members.

Task 1.2 Deliverables:
- Draft and Final Project Guide

1.3 Stakeholder Advisory Committee

We will work with the client to develop an extensive and representative Stakeholder Advisory Committee, which will meet in large group throughout the project. The project team understands the importance of engaging property owners early and often, and will include property owners in this group, as well as hold individual, private interviews as needed. Meetings will take place at the following milestones:

- Task 2: Goal Setting Workshop
- Task 3: Concept Plan Workshop
- Task 5: Implementation Workshop

Task 1.3 Deliverables:
- Agenda and Meeting Notes from each meeting
- Meeting materials (templates for boards and presentations two weeks in advance)

1.4 Technical Team

The project Technical Team, consisting of the City’s planning, public works, and economic development departments, will meet throughout the project to provide subject matter expertise, specifically during Task 2: Needs Assessment and Task 5: Implementation Plan.

Task 1.4 Deliverables:
- Agenda and Meeting Notes from each meeting
- Meeting materials (templates for boards and presentations two weeks in advance)

1.5 Committee Presentations

Our team will support the client through approximately seven City and RTC committee meetings associated with review and feedback at key milestones in the study.

Task 1.5 Deliverables:
• Preparation of meeting materials (templates for boards and presentations two weeks in advance)

Meeting summaries including input received

1.6 Community Engagement Plan

Together with the team, we will develop a community engagement plan that will dictate all engagement activities related to the project. This plan will be based on the Public Engagement Plan summaries provided by the City of Henderson. This plan will serve as one of the immediate deliverables upon project kickoff. More details about this plan can be found in Task 6.

Task 1 Deliverables:
• Project guide, to include project schedule, scope, roles, milestones, and project branding
• Meetings materials and summaries
• Stakeholder Advisory Committee and Technical team formation, meeting agendas, summaries and materials (templates for boards and presentations two weeks in advance)
• Community Engagement Plan (see Task 6)
• Draft progress reports

Task 2:

NEEDS ASSESSMENT

2.1 Review of Existing Plans

The central goal of this plan review will be the identification of key opportunities to advance recommendations in existing plans while identifying areas to leverage and complement efforts being made by the City of Henderson.

Our initial list of plans to review includes:
- Henderson Strong Comprehensive Plan
- Age-Friendly Henderson Action Plan
- Open Space and Trails Plan
- City of Henderson Master Transportation Plan
- Southern Nevada Strong (SNS) Regional Plan
- Regional Transportation Plan: Access 2040 (RTP)
- Regional Bicycle and Pedestrian Plan (RBPP)
- On Board Mobility Plan (underway)
- Historical information and photos related to the Galleria itself and the surrounding areas

In addition to plan review, the project team will review existing studies and projects underway in and around the study area, including east of IH I-515 for consideration of potential opportunities to integrate the Livable Center at Galleria. NDOT, RTC and the City of Henderson are working together to reimagine Boulder Highway to improve safety and implement complete streets and supportive infrastructure for the BRT line, including a TOD node at Galleria and Boulder Highway.

2.2 Conditions Assessment
We will conduct a conditions assessment that analyzes primary source data and on-the-ground observations to identify key opportunities for economic development, land use coordination, and housing attraction. Data collection will include:

**Land Use, Placemaking, Wayfinding, and Branding:** Our team will inventory existing land uses, in order to gain an understanding of key placemaking opportunities. We will also assess existing branding and images including wayfinding elements, landmarks and monuments, and other elements. Specific to the mall’s and the area around the mall’s commercial and office environment, the project team will analyze existing uses and trends and provide recommendations for revitalization and economic development opportunities.

**Market Trends, Economic Development, Vacant Land, and Housing:** We will conduct an assessment of regional market trends in housing, office, and retail development and develop a comparison with existing and recent developments in the Henderson area to understand the trajectory of development in the study area.

**Infrastructure, Transportation, Parking, and Connectivity:** Using information from recently completed planning efforts and additional on-the-ground and primary source data as needed, our team will perform an evaluation of the existing transportation network and assess connectivity across modes, as well as current mode split and circulation information. We will also assess transit access, and examine infrastructure opportunities that could stimulate public-private partnerships around vacant, developable sites. Taking advantage of the recently constructed cycle track along Stephanie Street, the project team will analyze traffic volumes, ridership on the existing track, and provide recommendations for extending bike facilities.

**Health and Open Space:** Our team will assess park and open space access within the study area, and examine existing and planned infrastructure designed for active living, including coordination with the Comprehensive Trails and Bikeways Master Plan.

**Task 2 Deliverables:**

- Draft and final needs assessment report that will include graphically-pleasing and easy to understand results of this process and will include narrative, diagrams, and maps for the:
  - Land Use Analysis
  - Market Analysis
  - Economic Development Evaluation
  - Parking Analysis
  - Open Space Analysis
  - Housing and Demographics Analysis
  - Transportation Analysis
  - Branding Evaluation
- Preparation of agendas, materials and summaries for Stakeholder Advisory Committee and Technical Staff Working Group meetings
- Preparation of materials and summaries for in-depth focus groups and stakeholder interviews
- Engagement Phase 1:
  - Stakeholder Advisory Committee Meeting #1: Kickoff & Goal Setting Workshop
  - Technical Staff Working Group Meeting #1: Kickoff & Goal Setting Workshop
○ Public Hearing #1: Project Kickoff Presentation with City Council
○ Initial stakeholder interviews with key organizational partners:
  ▪ Property Owners
  ▪ Elected Officials
  ▪ Stakeholders
○ In-Depth Focus Groups with groups such as:
  ▪ Residents
  ▪ Social Service Providers
  ▪ Developers
  ▪ Neighborhood groups
● Previous Document Review Summary including applicable considerations to the Livable Center at Galleria Plan

TASK 3:
DEVELOP CONCEPTUAL PLAN

The Conceptual Plan will focus on six interconnected, overlapping areas of concentration.

3.1 Circulation & Connectivity Conceptual Plan
Our team will build on the high quality planning work that has been completed or is ongoing within the study area to develop a multi-modal connectivity plan that increases safety, access, and mobility throughout the study area for residents who are walking, biking, driving, or taking transit to their destination. The Galleria Mall study area has been considered for a potential intermodal park and ride center, similar to the Meadow Mall in Reno, providing connections between the mall and other nearby retail areas and employment centers. The project team will revisit and explore this option with stakeholders during the visioning and goal setting phase.

3.2 Community Health Conceptual Plan
Our team will develop recommendations to improve community health through built-environment interventions; again, we expect to build on the quality work from the Henderson Strong Plan and develop recommendations that increase the mode share of active transportation, increase access to passive and programmed open space, and ensure residents and employees of the study area have access to healthy food choices. Specific concepts and strategies may include:
  Identifying key programming and open space amenities for inclusion at strategic locations;
  Merging existing and future trail plans with placemaking strategies;
  Coordinating with transportation strategies to increase bicyclists’ level of comfort
  Coordinating with Southern Nevada’s Community Health Improvement Plan efforts

3.3 Economic & Urban Development Conceptual Plan
The Economic and Urban Development Conceptual Plan will take a market-oriented approach that promotes catalytic development opportunities and facilitates public-private partnerships based on a feasibility and gap analysis. Strategies will focus on maximizing the area’s potential for retail and mixed-use development that complements the area’s existing land uses and creates centers of activity where residents, employees, and visitors to the area commingle. We will also identify ongoing sources of economic strength throughout the area, such as attraction of large employers, and the tactics necessary to support continued development of these industries.

3.4 Housing Choice & Affordability Conceptual Plan
The Housing Choice and Affordability concept plan will prioritize strategies that promote upward mobility for area residents, preserve the quality and character of existing neighborhoods, promote reinvestment, and
improve the living conditions and quality of life of area residents. Conceptual options will include catalytic development concepts and strategies that diversify, grow, and evolve the existing housing stock, including examining strategies for promotion of homeownership, development types that serve residents of multiple ages and income levels, and developing public-private partnership models for housing investment and rehabilitation.

3.5 Sustainability Conceptual Plan
Our team will identify strategies that support the six livability principles of the Federal Partnership between HUD, DOT and EPA (provide more transportation choices, promote equitable, affordable housing, enhance economic competitiveness, support existing communities, coordinate policies and leverage investment, and value communities and neighborhoods) and pinpoint areas where the Livable Centers plan can help advance and support regional plans.

3.6 Placemaking, Image, and Branding Conceptual Plan
Placemaking and urban design will be a core focus of this planning effort and of the conceptual plan. In addition to targeting improvements to landmarks, wayfinding, gateways, and other placemaking elements. This conceptual plan element will also include concepts related to enhancing public gathering spaces and community facilities, and will examine making strategic connections between the study area and other adjacent neighborhoods.

Task 3 Deliverables:
- Preliminary Draft Conceptual Plan
- Preparation of agendas, materials and summaries for Stakeholder Advisory Committee and Technical Staff Working Group meetings
- Preparation of agenda, materials and summaries for Workshop/Design Charrette as described in Task 6
- Engagement Phase 2:
  - Stakeholder Advisory Committee Meeting #2: Review of Conceptual Plan
  - Technical Staff Working Group Meeting #2: Review of Conceptual Plan
  - Public Meeting #1: Workshop/Design Charrette on place-based stakeholder input, review conceptual plan
    - Utilize selected engagement tool for public and stakeholder comments on the draft plan
    - Share updates with relevant committees, Boards, commissions to solicit input
- Livable Center Concept Plan, as detailed above

TASK 4:
DEVELOP DESIGNS FOR SPECIFIC PROPOSED RECOMMENDATIONS

4.1 Develop Schematic Designs
In addition to illustrations and renderings for the catalyst projects, typical improvements proposed in the Conceptual Plan will be developed into more detailed specifications for key improvements Products of this task will include streetscape cross-sections for key locations where improvements are proposed; three-dimensional massing studies for recommended development; site plans for open space; and examples of proposed regulations to achieve housing, economic, and sustainability goals.

4.2 Prepare Cost Estimate
Our team will prepare approximate cost estimates for the projects and improvements proposed, which may account for further design and engineering work needed.

4.3 Develop Design Guidelines for Implementation

We anticipate that certain catalytic projects or programs may require a basic understanding of development economics in the area - including typical costs for rehabilitating vacant properties, new construction of residential and commercial properties, acquiring land, subsidizing affordable homeownership options, and other key cost drivers for development. We will recommend mechanisms for closing these gaps and funding critical projects within the Funding and Implementation Matrix.

Task 4 Deliverables:
- Schematic design and cost estimates for key areas as detailed above
- Design guidelines for the project
- Preparation of agendas, materials and summaries for Stakeholder Advisory Committee and Technical Staff Working Group meetings
- Engagement Phase 2 (continuation):
  - Stakeholder Advisory Committee Meeting #3: Review of Proposed Designs & Cost Estimates (with input received from Workshop/Design Charrette)
  - Technical Staff Working Group Meeting #3: Review of Proposed Designs & Cost Estimates (with input received from Workshop/Design Charrette)

Task 5:

IMPLEMENTATION PLAN

5.1 Funding & Implementation Resources

Our team will examine current and potential resources to fund and implement the project and development incentives in the Plan. The tools and methods that will be investigated include:
- Sample project scope and budget
- Unique steps to completion or impediments
- Cost
- Potential funding source
- Implementation steps or partners
- Consideration within RTC’s Regional Transportation Plan and Transportation Improvement Program (TIP), or within Henderson’s Capital Improvement Program

5.2 Funding & Implementation Matrix

With the Stakeholder Advisory Committee, our team will develop and refine the implementation matrix to match proposed improvements, programs, and development with funding and implementation sources over time.

5.3 Develop Phasing Plan

Based on the priorities of the client sponsors, its community members, and the Stakeholder Advisory Committee, along with an assessment of project feasibility, we will develop a plan for investments, informed by community desires, that maximizes those investments while perpetuating private sector investment over time.

5.4 Report on Transportation & Air Quality Impacts
Our team will analyze transportation-related improvements in the plan, and estimate the benefits associated with the mode-split alternatives, reduced congestion, increased safety, improved air quality, and cost effectiveness of investments.

5.5 Report on Health Impacts
Using national best practices, we will prepare a community health impact assessment of the proposed recommendations.

Task 5 Deliverables:
- Implementation plan as detailed above, including phasing, air quality impacts, and implementation strategy
- Final materials to support adoption, including:
  - Matrix synthesizing tracked comments and edits for public release
  - Community presentations and public review information
  - Recommendation for finalization/approval
  - Submission materials for RTC Board
- Engagement Phase 3:
  - Stakeholder Advisory Committee Meeting #4: Identifying Partners and Resources
  - Technical Staff Working Group Meeting #4: Identifying Partners and Resources
  - Public Hearing #2: Plan Approval/Adoption with City Council

TASK 6:
PUBLIC ENGAGEMENT

During Task 1, our team will work together with the team to develop a community engagement plan that will dictate all related activities during the project. The plan will have targeted initiatives for each outreach group, and will detail responsibilities, timeline, and contacts. Meeting materials for all activities will be provided two weeks prior to the meeting for client team review, and meeting summaries or notes will be provided within two weeks after the event.

Based on discussion with the client team, we have identified the follow basic structure for engagement goals. We will detail and refine this during the engagement plan process. As detailed in the tasks above, our team’s initial thoughts on engagement deliverables are detailed below:

Engagement Phase 1 (during Task 2):
Goals:
- Initiate planning process
- Engagement and understand property owner needs
- Identify problems, issues, concerns through research and outreach
- Develop vision, goals and objectives

Tools:
• Kickoff meetings
• Public hearing
• Focus groups
• Stakeholder interviews
• Online public engagement tool

Tasks:
• Stakeholder Advisory Committee Meeting #1: Kickoff & Goal Setting Workshop
• Technical Staff Working Group Meeting #1: Kickoff & Goal Setting Workshop
• Initial stakeholder interviews with key organizational partners:
  o Property Owners
  o Elected Officials
  o Stakeholders
• In-Depth Focus Groups with groups such as:
  o Residents
  o Social Service Providers
  o Developers
  o Neighborhood groups
• Materials to support engagement phase 1

Engagement Phase 2 (during task 3 and 4):

Goals:
• Continue to convene groups and gather input
• Continue to involve property owners
• Solicit real world input on the area
• Evaluate vision, goals, objectives, develop conceptual plan, create designs with cost estimates for key areas, and implementation plan.

Tools:
• Stakeholder and Technical Staff Group meetings
• Workshop/Design Charrette
• Online public engagement tool

Tasks:
• Stakeholder Advisory Committee Meeting #2: Review of Conceptual Plan
• Technical Staff Working Group Meeting #2: Review of Conceptual Plan
• Public Meeting #1: Workshop/Design Charette on place-based stakeholder input, review conceptual plan
• Stakeholder Advisory Committee Meeting #3: Review of Proposed Designs and Cost Estimates (with input received from Workshop/Design Charrette)
• Technical Staff Working Group Meeting #3: Review of Proposed Designs and Cost Estimates (with input received from Workshop/Design Charrette)
• Utilize selected engagement tool for public and stakeholder comments on the draft plan
• Share updates with relevant committees, Boards, commissions to solicit input
• Materials to support engagement phase 2
Engagement Phase 3 (during task 5):

Goals:
- Consolidate and synthesize feedback and plan elements
- Gain property owner support for adoption
- Produce Plan document
- Community presentations and public review
- Adoption

Tools:
- Stakeholder and Technical Staff Group meetings
- Online public engagement tool
- Public Hearings/Board

Tasks:
- Stakeholder Advisory Committee Meeting #4: Identifying Partners and Resources
- Technical Staff Working Group Meeting #4: Identifying Partners and Resources
- Public Hearing: Plan Approval/Adoption with City Council
- Final materials to support adoption, including:
  - Matrix synthesizing tracked comments and edits for public release
  - Community presentations and public review information
  - Recommendation for finalization/approval
  - Submission materials for RTC Board

**FINAL PROJECT DELIVERABLES**

Final plan (tasks 1-6 in scope and all other specific elements). Five (5) hard copies and one (1) electronic copy of the plan document will be provided.

Written description of projects contained in the plan, with a fiscal analysis containing supporting documentation of methodologies used in calculations, and cross listing of potential funding categories for each project and cost estimates (5 hard copies, 1 electronic format)

Original files in editable format, including graphics and GIS files (to include .shp, .gdb, and .mxd files) utilized to make any maps. All original InDesign, Illustrator, Sketch Up, Rhino, Photoshop, and other files will be provided in both PDF and editable package format.
EXHIBIT B - PRICES/COSTS/DELIVERABLES SCHEDULE

The not-to-exceed budget for all services shall be $249,252.00. All costs associated with this contract and any other costs must come in at or under the budget amount.
ATTACHMENT 2 – FEE PROPOSAL SHEET

TASK / DELIVERABLES BUDGET SUMMARY

<table>
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<tr>
<th>Scope Tasks / Deliverables (per Proponent’s submitted Work Plan)</th>
<th>BUDGET ALLOCATION PER FIRM / TASK ($)</th>
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SUBTOTAL $ 234,452.00

EXPENSES $ 14,800
GRAND TOTAL $ 249,252.00

**Expenses**
- Airfare $4,200 14 round trip @$300/each
- Lodging $2,800 28 hotel nights @$100 each
- Rental Car $1,400 28 days @$50/day
- Per Diem $1,400 28 @$50
- Printing $2,000
- Engagement $3,000

SUBTOTAL $ 14,800

*Note: The costs submitted herein should be based on the actual work plan and associated tasks deliverables submitted by the Proponent in their proposal.*
EXHIBIT C - INSURANCE REQUIREMENTS

1. Format/Time: The Consultant shall provide RTC with Certificates of Insurance, per the attached sample format, for coverages as listed below, and endorsements affecting coverage required by this Contract within ten calendar days after the award by the RTC. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.

2. Best Key Rating: The RTC requires insurance carriers to maintain during the contract term, a Best Key Rating of A, with a Financial Strength of VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

3. RTC Coverage: The RTC, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. The Consultants’ insurance shall be primary as respects the RTC, its officers and employees.

4. Endorsement/Cancellation: The Consultants’ general liability insurance policy shall be endorsed to recognize specifically the Consultants’ contractual obligation of additional insured to RTC and must note that the RTC will be given 30 calendar days advance notice by certified mail “return receipt requested” of any policy changes, cancellations, or any erosion of insurance limits.

5. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $25,000.

6. Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000.

7. Commercial General Liability: Subject to Paragraph 6 of this exhibit, the Consultant shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a “per occurrence” basis only, not “claims made,” and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

8. Automobile Liability: Subject to Paragraph 6 of this exhibit, the Consultant shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Consultant and any auto used for the performance of services under this Contract. As an alternative to the specified any auto coverage, the RTC will accept all owned, non-owned and hired or symbols 2, 8 and 9.
9. Workers' Compensation: The Consultant shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers’ compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Consultant that is a sole proprietor shall be required to submit an affidavit (sample attached) indicating that the Consultant has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. If any of the work to be provided will be performed out of the state of Nevada, then any Workers Compensation policy must include an "all states endorsement" that provides for coverage in any state. The endorsement must include the broadening of coverage to meet the applicable laws in that state.

10. Professional Liability: The Consultant shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the Owner.

11. Failure To Maintain Coverage: If the Consultant fails to maintain any of the insurance coverages required herein, RTC may withhold payment, order the Consultant to stop the work, declare the Consultant in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. RTC may collect any replacement insurance costs or premium payments made from the Consultant or deduct the amount paid from any sums due the Consultant under this Contract.

12. Additional Insurance: The Consultant is encouraged to purchase any such additional insurance as it deems necessary.

13. Damages: The Consultant is required to remedy all injuries to persons and damage or loss to any property of RTC, caused in whole or in part by the Consultant its subcontractors or anyone employed, directed or supervised by Consultant.

14. Cost: The Consultant shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

15. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the RTC’s third party insurance compliance tracking service provider, Insurance Tracking Services, Inc., certcontrol@instracking.com

16. Insurance Form Instructions: The following information must be filled in by the Consultant’s Insurance Consultant representative:

- Insurance Broker’s name, complete address, telephone and fax numbers
- Consultant’s name, complete address, telephone and fax numbers
• Insurance Consultant’s Best Key Rating

• Commercial General Liability (Per Occurrence)
  Policy Number
  Policy Effective Date
  Policy Expiration Date
  General Aggregate ($2,000,000)
  Products-Completed Operations Aggregate ($2,000,000)
  Personal & Advertising Injury ($1,000,000)
  Each Occurrence ($1,000,000)
  Fire Damage ($50,000)
  Medical Expenses ($5,000)

• Automobile Liability (Any Auto)
  Policy Number
  Policy Effective Date
  Policy Expiration Date
  Combined Single Limit ($1,000,000)

• Worker’s Compensation
  Deductible
  Policy Number
  Policy Effective Date
  Policy Expiration Date
  WC Statutory Limits
  Employer’s Liability Each Accident ($1,000,000)
  Employer’s Liability Disease – Each Employee ($1,000,000)
  Employer’s Liability Disease – Policy Limit ($1,000,000)

• Professional Liability
  Deductible
  Policy Number
  Policy Effective Date
  Policy Expiration Date
  Limit

- Description: Contract No. 19-052; Project Title: GALLERIA LIVABLE CENTERS STUDY PHASE II (must be identified on the initial insurance form and each renewal form).

Certificate Holder:
Regional Transportation Commission of Southern Nevada, its officers, employees, and agents
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 198
Long Beach, CA 90801-0198
The Certificate Holder, Regional Transportation Commission of Southern Nevada, must be named as an additional insured.

The RTC requires that all endorsements accompany the certificates when emailed to the Purchasing Representative specified above.
### RTC CERTIFICATE OF INSURANCE

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### COVERSAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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| 5.     | **AUTOMOBILE LIABILITY** |              | (J)                              | (K)                              | (L)   |
|        | X ANY AUTO |              |                                  |                                  |       |
|        | ALL OWNED AUTOS |              |                                  |                                  |       |
|        | SCHEDULED AUTOS |              |                                  |                                  |       |
|        | HIRED AUTOS |              |                                  |                                  |       |
|        | NON-OWNED AUTOS |              |                                  |                                  |       |
|        | GARAGE LIABILITY |              |                                  |                                  |       |
|        | EXCESS LIABILITY |              |                                  |                                  |       |
|        | UMBRELLA FORM |              |                                  |                                  |       |
|        | OTHER THAN UMBRELLA FORM |              |                                  |                                  |       |
|        | COMBINED SINGLE LIMIT |              |                                  |                                  | $1,000,000 |
|        | BODILY INJURY (Per person) |              |                                  |                                  | $5  |
|        | BODILY INJURY (Per accident) |              |                                  |                                  | $5  |
|        | PROPERTY DAMAGE |              |                                  |                                  | $5  |
|        | EACH OCCURRENCE |              |                                  |                                  | $5  |
|        | AGGREGATE |              |                                  |                                  | $5  |

| 6.     | **WORKER’S COMPENSATION** |              |                                  |                                  |       |
|        | EXCESS LIABILITY |              |                                  |                                  |       |
|        | STATUTORY LIMITS |              |                                  |                                  |       |
|        | EACH ACCIDENT |              |                                  |                                  | $5  |
|        | DISEASE/POLICY LIMIT |              |                                  |                                  | $5  |
|        | DISEASE/EMPLOYEE |              |                                  |                                  | $5  |
|        | AGGREGATE |              |                                  |                                  | $5  |

| 7.     | **DESCRIPTION OF CONTRACT: CONTRACT NUMBER** | | | |

| 8.     | **CERTIFICATE HOLDER** | | |

Regional Transportation Commission of Southern Nevada, its officers, employees, and agents
C/O Insurance Tracking Services, Inc. (ITS)
PO Box 198
Long Beach, CA 90801-0198

The Certificate Holder is named as an additional insured.

Cancellation:
Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left.
EXHIBIT D – INSURANCE SOLE PROPRIETOR AFFIDAVIT

I, __________________________, on behalf of my company, __________________________, being
(Name of Sole Proprietor) (Legal Name of Company)
duly sworn, depose and declare:

1. I am a Sole Proprietor;

2. I will not use the services of any employees in the performance of this contract, identified as CBE No. ___
   ____________, entitled ____________________________;

3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D,
   inclusive; and

4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D,
   inclusive.

I release the Regional Transportation Commission of Southern Nevada from all liability associated with claims made
against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-
616D, inclusive.

Signed this ________ day of ________________, ___.

Signature ________________________________

State of Nevada )
 )ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of ________________, 20___.

by ________________________________ (name of person making statement).

Notary Signature

STAMP AND SEAL
EXHIBIT E – FEDERAL CONDITIONS

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES
Procurement Contracts

Contractor(s) performing FTA-assisted projects under Regional Transportation Commission of Southern Nevada (RTC) must comply with all applicable Federal requirements.

1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(a) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies, “49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining the underlying contract or the FTA-assisted project for which the contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government
reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA.

3. ACCESS TO RECORDS

(a) The Contractor shall permit the authorized representatives of the RTC, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to his performance under the contract until the expiration of three years after final payment under this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the RTC, the Department of Transportation and Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, paper and records of such subcontractor, involving transactions related to the subcontractor. The term "subcontract" as used in this clause excludes purchase orders not exceeding $10,000.00.

(c) The periods of access and examination described above, for records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

(1) FEDERAL CHANGES

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

(2) CIVIL RIGHTS

Nondiscrimination - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex (including gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity (contracts over $10,000) - The following equal employment opportunity requirements apply to the underlying contract:

a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex (including gender identity), or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

d. Nondiscrimination - The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

e. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

f. RTC Title VI Program Requirements

In accordance with 49 CFR Part 21 and as described in the FTA Circular 4702.1B and upon request from RTC, the Contractor shall comply with the following reporting requirements. The Contractor is also responsible for ensuring compliance for each third-party contractor at any tier.

a. Provide an Annual Title VI Certification and Assurance.

b. Establish and maintain Title VI compliance procedures.

c. Record Title VI investigations, complaints, and lawsuits.

d. Provide meaningful access to Limited English Proficient Persons.

e. Notify beneficiaries of protection under Title VI.

f. Provide additional information upon request.

g. Prepare and submit a Title VI Report.

h. Guidance on conducting an Analysis of Construction Projects.

i. Guidance on promoting Inclusive Public Participation.

6. DISADVANTAGED BUSINESS ENTERPRISES (DBE)/ SMALL BUSINESS ENTERPRISES(SBE)
The following DBE requirements apply to the resulting contract of this solicitation:

(a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26; Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

(b) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

(c) DBE/SBE Goal. RTC’s overall voluntary goal for DBE participation is $3.6\%$ of the contract amount. A separate DBE/SBE contract goal has not been established for this procurement, however bidders/offerors are encouraged to include DBE/SBE participation. Firms wishing to apply for DBE/SBE certification should visit the Nevada Unified Certification Program website at https://ndot.dbesystem.com/FrontEnd/StartCertification.asp.

(d) Contractor shall supply monthly reports of DBE participation in a form acceptable to RTC.

7. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTCSN requests which would cause RTCSN to be in violation of the FTA terms and conditions.
8. TERMINATION (contracts exceeding $10,000)

If the Contractor refuses or fails to execute the work or any separable part, with the
diligence that will insure its completion within the time specified in this contract or any
extension or fails to complete the work within this time, or if the Contractor fails to
comply with any other provisions of this contract, RTC may terminate this contract for
default. RTC shall terminate by delivering to the Contractor a Notice of Termination
specifying the nature of the default. In this event, RTC may take over the work and
compete it by contract or otherwise, and may take possession of and use any
materials, appliances, and plant on the work site necessary for completing the work.
The Contractor and its sureties shall be liable for any damage to RTC resulting from
the Contractor's refusal or failure to complete the work within specified time, whether or
not the Contractor's right to proceed with the work is terminated. This liability includes
any increased costs incurred by RTC in completing the work.

The Contractor's right to proceed shall not be terminated, nor shall the Contractor be
charged with damages, under this clause if:

(b) The delay in completing the work arises from unforeseeable causes beyond the
control and without the fault or negligence of the Contractor. Examples of such
causes include: acts of God, acts of the Recipient, acts of another Contractor in the
performance of a contract with RTC, epidemics, quarantine restrictions, strikes,
freight embargoes; and

(b) The contractor, within [10] days from the beginning of any delay, notifies RTC in
writing of the causes of delay. If in the judgment of RTCSN, the delay is excusable,
the time for completing the work shall be extended. The judgment of RTC shall be
final and conclusive on the parties, but subject to appeal under the Disputes
clauses.

If, after termination of the Contractor's right to proceed, it is determined that the
Contractor was not in default, or that the delay was excusable, the rights and
obligations of the parties will be the same as if the termination had been issued for the
convenience of RTC.

9. SUSPENSION AND DEBARMENT (contracts over $25,000)

Title 2 of the Code of Federal Regulations (CFR), Subtitle A, Part 180 [OMB
Guidelines for Agencies on Government-wide Suspension and Debarment (Non-
Procurement)] and under DOT supervision thru Subtitle B, Part 1200 (Non-
Procurement Debarment and Suspension) mandate that RTC (grantee), contractors,
and subcontractors (at any level) that enter into covered transactions are required to
verify that the entity (as well as its principals and affiliates) they propose to contract or
subcontract with is not excluded or disqualified. The contract resulting from this
procurement is a covered transaction for purposes of 2 CFR Part 180. RTC does this by checking the Excluded Parties List System and adding a clause or condition to the contract. As such, the contractor is also required to verify that none of its principals, affiliates, or sub-contractors are excluded or disqualified and must include the requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transaction it enters into.

10. BUY AMERICA REQUIREMENTS (contracts over $150,000)

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Proposals/bids that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. (See Form in Bid Documents)

11. RESOLUTION OF DISPUTES, BREACHES AND OTHER LITIGATION  (contracts over $150,000)

**RTC PROTEST PROCEDURES**

Any Bidder may protest to the Owner the proposed award of a contract by the RTC Commission provided the Bidder complies with the procedure set forth below. The RTC Commission will not consider any appeal unless the Bidder complies with this procedure. In order for a bid protest to be considered by the Owner, it must be submitted by a Bidder in accordance with the procedures set forth herein. A protest which is submitted by a party which is not a Bidder, or which is not in accordance with the procedures shall not be considered by the Owner, and will be returned to the submitting party without any further action by the Owner.

**Filing a Notice of Protest on a Bid**

A Bidder may file a notice of protest with the Owner if:

It submitted a bid on a contract that was required to be advertised pursuant to NRS 332 or NRS 338; and
The bids were opened; and

Within the period specified by the Owner, the Bidder filed a notice of protest regarding the awarding of the contract;

The Bidder believes the applicable provisions of law were violated.

**Notice of Protest Procedure**

A notice of protest must include a written statement setting forth with specificity the reasons the Bidder filing the notice believes the applicable provisions of law were violated.

A Bidder filing a notice of protest is required by the Owner, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the Owner, to the Owner who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:

1. Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or

2. Two Hundred Fifty Thousand Dollars

Protests must be submitted in writing within five business days after the bid opening date. Protests must be submitted to:

Regional Transportation Commission,

Attn: Manager, Purchasing & Contracts,

600 South Grand Central Parkway, Suite 350,

Las Vegas, Nevada 89106-4512.

All protests must be received at the appropriate Owner’s address listed above during normal office hours.

**Effect of Protests on Procurement Action**

A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the Owner on the protest.
A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the Owner has made a determination of the protest and awarded the project.

The Owner is not liable for any costs, expenses, attorney’s fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the bidder files a notice of protest pursuant to this section.

If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the Bidder who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the Owner in an amount equal to the expenses incurred by the Owner because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the Bidder who posted the bond or submitted the security.

Resolution of Protests

Upon receipt of a notice of protest, the Purchasing and Contracts department will notify General Counsel, the Assistant Chief Executive Officer and the Chief Executive Officer. Purchasing and Contracts will notify the protester in writing within two days after the receipt of the notice of protest that the protest is being considered. In the notification, Purchasing and Contracts will inform the protester of any additional information required for evaluation of the protest by the owner, and the protester will be given two days to provide the omitted or incomplete information, protest bond, or documentation in order for the protest to be further considered. If complete information is not received, Owner need not consider the protest any further.

After receipt of a complete notice of protest and protest bond or other security, Purchasing and Contracts will review protest for validity and will work with the protester, and any other interested party to resolve.

Absence resolution, staff will notify the Chief Executive Officer, who will make a recommendation to the RTC commission of the appropriate disposition of such protest. The recommendation shall be made on the basis of the information provided by the protester and other parties, and the Owner’s own investigation and analysis of what provisions of the law were violated.

If the protest is upheld, the Owner will take appropriate action to correct the procurement process and protect the rights of the protester, including resolicitation, revised evaluation of bids, Owner determination or termination of the contract.
If the protest is denied, the Owner will lift any suspension imposed and proceed with the appropriate stage of the procurement process or the contract.

A protester adversely affected by a bid protest decision by the RTC Commission may appeal such decision to the Eighth Judicial District Court of Nevada.

Federal Transit Administration Appeals

If the Owner procurement is funded by the Federal Transit Administration (FTA), the provisions of this section apply.

The initial protest must be reported or disclosed by the Owner to the FTA.

A protester adversely affected by a bid protest decision of the RTC Commission may submit a protest to the FTA in accordance with the provisions of FTA circular 4220.1F, or a currently in effect as of the date of the Owner’s decision on the bid protest.

Under the provision of the FTA circular, FTA will only review protests regarding the alleged failure of the Owner to have written protest procedures or to have followed such protest procedures.

In accordance with the FTA circular, such protests must be filed no later than five days after a final decision is rendered under the Owner’s protest procedure. In instances where the protester alleges that the RTC failed to make a final determination on the protest, protesters must file a protest with the FTA no later than five days after the protester knew or should have known of the Owner’s failure to render a final determination of the protest.

Under the following conditions, the RTC may proceed with the procurement in spite of a pending protest to the FTA:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
3. Failure to make prompt award will otherwise cause undue harm to the RTC or the Federal Government.

In addition to, or as an alternative to a protest to the FTA, a protester adversely affected by a bid protest decision by the Commission may also appeal such
decision to the Eighth Judicial District Court of Nevada.

12. LOBBYING (contracts over $150,000)

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

13. CLEAN AIR REQUIREMENTS (contracts over $150,000)

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

14. CLEAN WATER REQUIREMENTS (contracts over $150,000)

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.
15. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

(a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

(b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor’s bill-of-lading.)

(c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

16. FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub- recipients (such as RTCSN) of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

17. ENERGY CONSERVATION

The Contractor shall comply with mandatory standards and policies relating to energy
efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sections 6321 et seq.

18. RECYCLED PRODUCTS  (applicable to procurement actions in excess of $10,000 involving items designated by the EPA in their “Comprehensive Procurement Guideline for Products Containing Recovered Materials”)

Recovered Materials – The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

19. CONFORMANCE WITH NATIONAL ITS ARCHITECTURE  (ITS Projects)

To the extent applicable RTCSN, and subsequently the contractor, agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 FR 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

20. ADA ACCESS

Contractor agrees to comply with the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., which prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Contractor agrees to comply with their responsibilities under Titles I thru V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
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August 6, 2019

RTC Purchasing Representative
Regional Transportation Commission of Southern Nevada
600 S. Grand Central Parkway
Las Vegas, Nevada 89106

Re: Request for Proposals for Galleria Livable Centers Study Phase II
RFP No. 19-052

Dear Evaluation Committee:

It is a great delight to respond to an RFP that offers the opportunity to make a meaningful impact in the community. Asakura Robinson Company, along with our team of urban planners, economic development experts, housing strategists, transportation planners, and urban designers, is pleased to submit its qualifications for the Galleria Livable Centers Study. We strive to bring attractive, sustainable, equitable, and implementable solutions to build upon the assets of the Galleria area study area and Henderson itself.

For the past 15 years, our team has delivered projects large and small, locally and internationally, by providing our clients with creative solutions to complex and challenging problems. We provide expertise on a range of planning and community-focused projects including economic development analyses, feasibility studies, mobility and ped/bike plans, urban design concepts, health impact assessments, housing affordability studies, and livable centers studies. Each of our projects is highly customized to the client’s needs to include a combination of services such as existing conditions analyses, community engagement leadership and coordination, public art coordination, project management and coordination, and implementation recommendations.

I am especially excited about our team, made up of two like-minded entities whose core missions and philosophies are reflected in our everyday practices. Our transportation experts, Wood Rogers, have a long track record of developing transit solutions for national and local clients, and are intimately familiar with the conditions near the project site. Our team will be further supported by our institutional partners at University of Nevada Las Vegas School of Architecture, who will provide community engagement, visioning, and creative assistance. Our relationships and successful collaborations thrive on advocating for visionary solutions that truly tell the story of a place, while remaining implementable based on deep stakeholder partnerships and data-driven analysis.

Our team is excited to submit our qualifications for the second of the Regional Transportation Commission’s Livable Centers studies, following the successes of the first project in Deer Springs. We believe this experience and our positive working relationship with the client team will allow us to build on our deep history with Livable Centers projects and further the goals of the program. In addition to our work in the Las Vegas valley, we have played active roles in seven Livable Centers studies over the past eight years in the Houston, Texas communities of: Westchase, Kashmere Gardens, Fifth Ward / Buffalo Bayou / East End, Washington Avenue, Upper Kirby, Northside, Rosenberg, and most recently North Houston. We excel at working with multiple stakeholders and in crafting plans that are implementable. We are creative and wide-reaching in our implementation strategies, and understand that physical infrastructure is only one component of

This proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
successful neighborhood-building. Rather, we emphasize the importance of an equal focus on the three Ps: programs, policies, and projects. In doing so, we create a robust and comprehensive strategy for implementation. In conducting our two-year review for the Washington Avenue Livable Centers Plan (an activity we undertake for as many of our planning studies as possible), we found that two years after the publication of the study, six of the twelve recommendations were either fully or partially implemented, while four others were in planning stages. That plan has successfully facilitated significant development of the local retail landscape and established Washington Avenue as a destination mixed-use corridor.

Our team brings a unique methodology, based on the belief that public engagement and multi-disciplinary collaboration are the cornerstone of any project. We believe that implementation happens when the community takes ownership of the planning and design process. As such, we take the role of active listeners, translating community desires and stakeholder goals into implementable projects. We allow the community to delve deep into the process by educating them on the techniques we utilize and helping them to put this knowledge into action.

We intend to preserve the community’s core assets - including its economic strength, robust housing market, and focus on transportation - while building on key strengths - including a commitment to placemaking and mixed-use development, and strong relationships with employers and landowners - to envision an inclusive and dynamic urban center.

Our team’s core missions and philosophies are reflected in our everyday practices. Our relationships and successful collaborations thrive on advocating what we believe in. We are confident that the client team can truly rely on our team to see a highly successful project through to completion.

Sincerely,

Keiji Asakura, FASLA, PLA, CLARB
Founding Principal
A transformative plan for a lively, attractive pedestrian environment with expanded open spaces, enhanced waterfront connections and affordable housing.
SECTION 2

PROPOSED EXCEPTIONS & DEVIATIONS

Asakura Robinson does not have any exceptions to the RFP or the Sample Contract.
Our team developed big ideas and thoughtful observations with Downtown partner organizations and city, county, and community leaders that will position Downtown at the forefront in advancing Houston as a great global city.
STAFFING PLAN / ORGANIZATIONAL STRUCTURE

TEAM STRUCTURE

Asakura Robinson will participate as prime consultant for the Galleria Livable Centers Study for the RTC with responsibilities for team leadership, urban planning, urban design, land use, regulatory, and housing and economic development.

Wood Rogers will participate with the Asakura Robinson team as sub consultant. They will lead all transportation planning and engineering efforts as well as support land use and regulatory efforts.

UNLV School of Architecture will participate with the Asakura Robinson team as sub consultant and lead all urban design visioning and engagement efforts.

The organizational chart above depicts team structure and indicates how the prime consultant will coordinate with the client, project stakeholders and consultant team. Key personnel have also been included for each member of the consultant team.
TEAM LEADERSHIP

**ASAKURA ROBINSON**
**PRINCIPAL-IN-CHARGE (PIC)**
Zakcq Lockrem, AICP

Zakcq will serve as the overall project lead for the successful completion of the Livable Centers Study. He will oversee the consultant team’s management and coordination and he will assure the RTC’s goal and expectations are met in a timely and economical manner. As a Managing Principal and Director of Planning for the firm, Zakcq successfully manages many of our most complex and multidisciplinary projects and specialized expertise in small area planning, engagement, and politically “tricky” projects. Zakcq has served leadership roles for three of Asakura Robinson’s most successful livable centers studies. Zakcq will allocate approximately 15% of time to this project.

**PROJECT MANAGER (PM)**

Meghan Skornia, AICP

Meghan will serve as Project Manager and lead all Land Use and Regulatory efforts. As Project Manager, she will lead all management and coordination efforts will serve as the main point of contact. She will be available throughout the life of the project for contract negotiations, plan development and client/consultant/public meetings. Her work to date has focused on zoning, placemaking and public engagement. She is especially passionate about relaying complex planning and zoning issues to the public and exploring new mediums for truly inclusive engagement. Meghan will allocate approximately 20% of time to this project.

KEY PERSONNEL ROLES & RESPONSIBILITIES

Key project personnel have been grouped according to the project themes. A leader has been identified for each theme based on previous experience and unique expertise.

**DEPUTY PROJECT MANAGER (DPM)/ URBAN DESIGN LEAD**

Wei, LEED AP ND

Wei will serve as Deputy Project Manager and will support all Urban Design efforts. As DPM, Wei will support the PIC and PM with internal management and coordination. Wei’s work to date focuses on small area planning, streetscape design, and placemaking. Wei is talented in visualizations including renderings, graphics, and modeling. Wei will allocate approximately 10% of time to this project.

**ECONOMIC DEVELOPMENT LEAD**

Mayu Takeda

Mayu will lead all economic development efforts. Mayu’s work often focuses on policy and community engagement in urban contexts. Her interest is in the application of planning and data to address public security, housing, and transportation issues. Mayu will allocate approximately 10% of time to this project.

In addition, our consultant team includes the following:

**WOOD ROGERS**

**TRANSPORTATION PLANNER**

Bryan Gant, PE

Bryan will lead all transportation planning efforts. He will allocate approximately 25% of time to this project.

**TRAFFIC ENGINEER**

Scott Rickert, PE

Scott will lead all traffic engineering efforts. He will allocate approximately 35% of time to this project.

**UNLV SCHOOL OF ARCHITECTURE**

**URBAN DESIGN VISIONING/ENGAGEMENT LEAD**

Steffen Lehmann, PH.D

Steffen will lead all urban design visioning and engagement efforts. Steffen will allocate approximately 15% of time to this project.

**Glenn Nowak**

Glenn will support all urban design visioning and engagement efforts. Glenn will allocate approximately 10% of time to this project.

**Phillip Zawarus**

Phillip will support all urban design visioning and engagement efforts. Phillip will allocate approximately 10% of time to this project.

**Joshua Vermillion**

Joshua will support all urban design visioning and engagement efforts. Joshua will allocate approximately 10% of time to this project.
ZAKCQ LOCKREM, AICP
MANAGING PRINCIPAL | DIRECTOR OF PLANNING

ROLE: PRINCIPAL-IN-CHARGE

Zakcq Lockrem focuses on the experience of public space and the role of movement through the city in shaping civic engagement and built form. As a principal and the director of planning for Asakura Robinson, he brings over 15 years of broad project experience from the gulf coast, New England, California, southeast and east Asia, Mexico, and West Africa working on issues from transit planning to disaster recovery to affordable housing.

In addition, Zakcq develops cutting-edge public participation strategies to build the capacity of project stakeholders. He is a co-founder of Social Agency Lab, a collaborative of urban planners and designers who engage in public art and creative urban interventions. Zakcq is one of the 2015 Next City Vanguard, a group of 40 urban thought leaders under 40 and is a sought after speaker on urban topics.

EXPERIENCE

SMALL AREA PLANNING

Deer Springs Livable Centers Study, City of North Las Vegas, NV

Washington Avenue Livable Centers Study, Houston, TX

Kashmere Gardens Livable Centers Study, Houston, TX

Fifth Ward/ Buffalo Bayou/ East End Livable Centers, Houston, TX

Plan Downtown, Houston, TX

South Central Waterfront Vision Framework, Austin, TX

Historic Walker Lake Small Area Revitalization Plan, St. Louis Park, MN

Plank Road Corridor Master Plan, Baton Rouge, LA

Homewood Comprehensive Community Plan, Pittsburgh, PA

Connect Communities Gulfton/ Sharpstown Needs Assessment, Houston, TX

HOUSING & COMMUNITY DEVELOPMENT

Pittsburgh Vacant Lot Tool Kit, Pittsburgh, PA

Galveston 2039 Vision Plan, Galveston, TX

Detroit Landscape Design and Process Standards, Detroit, MI

Soul-Y Austin District Visioning, Planning, and Design, Austin, TX

TRANSPORTATION

Houston Bike Plan, Houston, TX

New Orleans RTA Strategic Mobility Plan, New Orleans, LA

METRO Transit System Reimagining, Houston, TX

Downtown Austin Parking Strategy, Austin, TX

**CONTACT**

612.702.2453
zakcq@asakurarobinson.com

**EDUCATION**

Master of Urban Planning, Harvard University Graduate School of Design

Bachelor of Science, Urban Affairs, Boston University

**CERTIFICATIONS**

American Institute of Certified Planners, (#027316)

**PROFESSIONAL AFFILIATIONS**

American Planning Association

Harvard University Graduate School of Design, Alumni Council

Austin Pedestrian Advisory Council, Alternate, 2015-2017

Houston/Harris County Obesity Prevention Collaborative Steering Committee, 2012-2014

Next City Vanguard, 2015

**RECENT TEACHING / SPEAKING ENGAGEMENTS**


**RTC OF SOUTHERN NEVADA**

GALLERIA LIVABLE CENTERS STUDY PHASE II
MEGHAN SKORNIA, AICP

SENIOR PLANNER

ROLE: PROJECT MANAGER

Meghan Skornia is an urban planner and designer from St. Louis, Missouri. Her work focuses on small area planning, downtown planning, creative placemaking, and public engagement. She is especially passionate about relaying complex planning and zoning issues to the public and exploring new mediums for truly inclusive engagement. Her work also includes creating project branding identities and working with multidisciplinary teams on master planning and regulatory planning projects. Furthering her work in creative engagement and catalytic urban projects, she was recently selected as a participant in the Waller Creek Conservancy’s first juried Creek Show competition and was a part of the team that won the Rice Design Alliance “X-Change EaDo Crossroads” charrette, completing a implementable plan for tactical to permanent streetscape improvements.

Meghan completed her Master’s degree in Urban Planning from the University of Kansas in 2013 and previous studies include a Bachelor of Arts in Architectural Studies, University of Kansas.

CERTIFICATIONS
American Institute of Certified Planners (#30482)

PROFESSIONAL AFFILIATIONS
APA Central Texas Policy Committee
American Planning Association
AIA Austin Urban Design Committee

COMMUNITY INVOLVEMENT
2017 Creek Show, Waller Creek Conservancy, Austin, TX
2017 PARK(ing) Day ATX, Austin, TX
Austin Design Week 2017-2018, ATX
Board of Directors, North Hays County Municipal Utility District Number 2
Commissioner, City of Austin Downtown Commission

AWARDS & RECOGNITION
2016 Rice Design Alliance “X-Change: Eado Crossroads” Charrette Winner, Houston, TX

EXPERIENCE
SMALL AREA PLANNING
Deer Springs District Livable Centers Study, North Las Vegas, NV
Westchase District Livable Centers Study, Houston, TX
Kashmere Gardens Livable Centers Study, Houston, TX
St. Louis Park Historic Walker Lake Revitalization Plan, St. Louis Park, MN
Plan Downtown, Houston, TX
Homewood Comprehensive Community Plan, Pittsburgh, PA

URBAN DESIGN
Brush Square Master Plan, Austin, TX
Fifth Ward Pattern Book, Houston, TX
WAve Pattern Book, Houston, TX

CONGRESS AVENUE URBAN DESIGN INITIATIVE, AUSTIN, TX
TRANSPORTATION
Austin Safe Routes to School, Austin, TX
METRONext 2040 Public Engagement, Houston, TX
New Orleans RTA Strategic Transit Plan, New Orleans, LA

HOUSING & COMMUNITY DEVELOPMENT
Detroit Landscape Design and Process Standards, Detroit, MI
Austin Strategic Housing Blueprint Implementation, Austin, TX
Soul-Y Austin District Visioning, Planning, and Design, Austin, TX

* Previous Firm Experience
A Award Winning / G Green Infrastructure
WEI XIAO, LEED AP ND
ASSOCIATE URBAN DESIGNER

ROLE: DEPUTY PROJECT MANAGER/ URBAN DESIGN LEAD

Wei Xiao is an urban designer from China. He is passionate about urban vitality that is shaped by culture. His current work focuses on small area planning, streetscape design, and placemaking. Wei is talented in visualizations including renderings, graphics, and modeling. Apart from urban design, Wei also contributes to planning and landscape architecture studio projects. He is actively involved with public engagement for projects as well as volunteering in neighborhoods in his spare time. Furthering his efforts in urban design, Wei is a member of AIA Houston Urban Design committee and works with members to rethink resilient urban solutions and push actions forward. His recent leading work “Bridging the future” was selected as the winner of AIA Houston “Complete the Community” urban design competition.

EXPERIENCE
URBAN DESIGN
- Magnolia Transit Center, Houston, TX
- West Bellfort Transit Center, Houston, TX
- Congress Avenue Urban Design Initiative, Austin, TX
- Lower Washington Avenue Pattern Book, Houston, TX
- Houston-Galveston Area Council Trail-Oriented Development Visioning, Houston, TX
- Washington Avenue and Houston Avenue Streetscape Design, Houston, TX

SMALL AREA PLANNING
- Westchase District Livable Centers Study, Houston, TX
- Plan Downtown, Houston, TX
- Connect Communities Gulfton/ Sharpstown Needs Assessment, Houston, TX
- Deer Springs District Livable Centers Study, North Las Vegas, NV

TRANSPORTATION PLANNING
- Tyler Active Transportation Plan, Tyler, TX
- Longview Pedestrian & Bicycle Master Plan, Longview, TX
- ULI Safe Crossings, Houston, TX
- Pasadena Safe Routes to School, Pasadena, TX

* Previous Firm Experience
A Award Winning /G Green Infrastructure

CONTACT
713.337.5830
wei@asakurarobinson.com

EDUCATION
Master of Science, Urban Design, University of Texas at Austin, 2016
Bachelor of Engineering in Urban Planning, Hebei University of Engineering, 2014

CERTIFICATIONS
LEED AP ND, USGBC

PROFESSIONAL AFFILIATIONS
American Institute of Architects Houston Urban Design Committee
American Planning Association, Texas Chapter

RECENT SPEAKING / TEACHING ENGAGEMENTS
AIA Houston Housing Tour
2017 Austin Design Week, Tactical Urbanism, Wayfinding station speaker

AWARDS & RECOGNITION
2018 American Institute of Architects “Complete the Community” Tactical Urbanism Design Competition and Demonstration Project, Houston, TX

RTC OF SOUTHERN NEVADA
MAYU TAKEDA
ASSOCIATE PLANNER

ROLE: ECONOMIC DEVELOPMENT LEAD

Mayu is a planner from Denver, Colorado. She completed her master’s degree in urban planning with distinction at Harvard University’s Graduate School of Design with a concentration in urban analytics. Previously, Mayu worked in the realm of policy and community engagement in urban contexts like Chicago, Washington, D.C., and Kansas City. She was Senior Associate at the Center for American Progress (CAP), where her portfolio included immigrant rights and public security. She also served as the Western Regional Director of the “It’s On Us” campaign ran by the White House and CAP. She has since worked in Rio de Janeiro, Brazil, Colorado, and Texas on planning, data visualization, and public security in both the public and private sectors. Her interest is in the application of planning and data to address public security, housing, and transportation issues. She received her B.A. in Political Science from the University of Texas - Dallas.

EXPERIENCE

HOUSING & ECONOMIC DEVELOPMENT

Detroit Landscape Design and Process Standards, Detroit, MI
Soul-Y Austin District Visioning, Planning & Design, Austin, TX
Austin Strategic Housing Blueprint Implementation, Austin, TX
Deer Springs District Livable Centers Study, City of North Las Vegas, NV
Westchase Livable Centers Study, Houston, TX
Plan Downtown, Houston, TX
Plank Road Corridor Master Plan, Baton Rouge, LA
Jefferson Parish Comprehensive Plan, New Orleans, LA
Homewood Comprehensive Community Plan, Pittsburgh, PA

CONNECT COMMUNITIES Gulfton/Sharpstown Needs Assessment, Houston, TX
Lafreniere Area Plan, Metairie, LA
Historic Walker Lake District Revitalization Plan, St. Louis Park, MN

TRANSPORTATION PLANNING

Jefferson Transit Strategic Plan, New Orleans, LA
St. Anthony Green Streets, New Orleans, LA

URBAN DESIGN

Congress Avenue Urban Design Initiative, Austin, TX

URBAN ECOLOGY

San Antonio Trail Design Strategy, San Antonio, TX
St. Anthony Green Streets, New Orleans, LA

AWARDS & RECOGNITION

Award for Outstanding Leadership in Urban Planning and Urban Design, Harvard University Graduate School of Design, 2018
Boston Affordable Housing Development Competition: 3rd Place, 2018

CONTACT

504.300.0830
mayu@asakurarobinson.com

EDUCATION

Master of Urban Planning, Harvard University Graduate School of Design
Bachelor of Arts, Political Science, University of Texas - Dallas

RECENT PUBLICATIONS + RESEARCH


* Previous Firm Experience

A Award Winning / G Green Infrastructure
BRYAN GANT, PE
PRINCIPAL

ROLE: TRANSPORTATION PLANNER

Mr. Gant has over 20 years of transportation-specific experience from initial planning to final design for a wide variety of project sizes, types, and clients. These range from corridor and complete streets studies to preliminary engineering and NEPA projects valued over $1 billion to final design PS&E. Mr. Gant is currently managing the Eastern Avenue Corridor Study for the City of Henderson and has delivered multiple transportation studies for the RTC of Southern Nevada. He brings a big-picture approach to transportation planning and traffic analysis to the team.

EDUCATION
Bachelor of Science, Civil Engineering, University of Florida

CERTIFICATIONS
Professional Engineer in Nevada

EXPERIENCE

TRANSPORTATION PLANNING
Northeast Valley Transportation Network Study, Clark County, NV
Eastern Avenue Corridor Study, Henderson, NV
NDOT One Nevada Transportation Plan, Statewide, NV
I-15 Resort Corridor Study, Las Vegas, NV
I-11 Northern Nevada Alternatives Analysis PEL, Statewide, NV
Community Mobility Study for Central Las Vegas, Phase 2, Las Vegas, NV
I-11 Boulder City Bypass, Clark County, NV
Clark County Program Management, Clark County, NV
Lamb Boulevard Safety Management Plan, Clark County, NV
Clark County Safe Routes to School, Clark County, NV
Quest Academy Traffic Impact Studies, Clark County, NV
Fernley Community Center Traffic Impact Study, Fernley, NV
Diamond Peak Traffic Safety and Circulation, Incline Village, NV
North McCarran Safety Management Plan, Reno, NV
2nd Street/Arlington Avenue Safety Management Plan, Reno, NV
I-80 Corridor Study, Washoe County, NV
US 50 Corridor Study, Lyon County, NV
SR 49 Multi-Modal Corridor Report, Sonora, CA
I-515 Alternatives Development Study, Las Vegas, NV

* Previous Firm Experience
A Award Winning /G Green Infrastructure
SCOTT RICKERT, PE
PRINCIPAL

ROLE: TRAFFIC ENGINEER

Mr. Rickert has over 16 years of experience in traffic engineering and transportation planning, including over 15 years of experience in the Las Vegas Valley. In fact, Mr. Rickert was the deputy project manager, lead traffic engineer, and lead transportation planner for the RTC’s Stephanie Street Corridor Transportation Study (completed in February 2013), which included a potential future park-and-ride facility within the Galleria Mall parking lot and transit routing to/from the Galleria Mall. Mr. Rickert has experience in highway corridor and transportation studies; highway design projects; freeway and interchange studies; bicycle compatibility studies; Complete Streets projects; ITS projects; BRT projects; safety management plans; school walk audits; and has served as a project manager for planning, engineering, and construction projects. Additionally, Scott is versed in several computer simulation software, including VISSIM, CORSIM, SYNCHRO, Sidra, and HCS.

EXPERIENCE

TRANSPORTATION PLANNING

Northeast Valley Transportation Network Study, Clark County, NV

Eastern Avenue Corridor Study, Henderson, NV

N. McCarran Boulevard Safety Management Plan, Reno, NV

Lamb Boulevard Safety Management Plan, Clark County, NV

NDOT Statewide Long-Range Transportation Plan, Statewide, NV

Clark County Safe Routes to School, Clark County, NV

Clark County Rural Complete Streets Standards, Clark County, NV

Stephanie Street Corridor Transportation Study, Henderson, NV

I-215 Improvement Study, Henderson, NV

Traffic Signal Timing Strategies in Las Vegas Study, Clark County, NV

Washington Avenue and Owens Avenue/Vegas Drive Complete Streets Study, Clark County, NV

City of North Las Vegas Major Downtown Area Study, North Las Vegas, NV

Transit Stop Safety Study Update, Clark County, NV

Sheep Mountain Parkway/Mountain Edge Parkway Corridor Preservation Study, Las Vegas, NV

* Previous Firm Experience

A Award Winning / G Green Infrastructure
SECTION 3: STAFFING PLAN / ORGANIZATIONAL STRUCTURE

UNLV SCHOOL OF ARCHITECTURE

STEFFEN LEHMANN, PH.D
PROFESSOR

ROLE: URBAN DESIGN VISIONING/ ENGAGEMENT LEAD

As Director of the School of Architecture at UNLV, Professor Lehmann and his leadership team are translating their strategic outlook into programmatic initiatives and positive impact, dealing with a rapidly changing profession and transforming society. Professor Lehmann has held a number of senior administrative and research posts in four countries, including: Head of School of the large School of Built Environment in Perth, Founding Director of three flagship research centres at the University of Portsmouth (UK) and the University of South Australia (UniSA), and most recently was Founding Director of the impactful Cluster for Sustainable Cities, see: www.city-futures.org.uk. He trained as an architect in Germany and at the Architectural Association School of Architecture in London (AA Dipl. 1991), before completing a Ph.D. (Dr.-Ing.) in Architecture and Urbanism at the Technical University in Berlin. In 1993, he registered as a licensed architect in Berlin, Germany.

GLENN NP NOWAK
ARCHITECT/ ASSOCIATE PROFESSOR

ROLE: URBAN DESIGN VISIONING/ ENGAGEMENT SUPPORT

Glenn NP Nowak, Associate Professor of Architecture, is the founder and coordinator of the Hospitality Design (HD) Concentration at the UNLV School of Architecture. Since the HD Studio’s inception in the fall of 2010, the entertainment capital of the world has become an extension of the academic studio for students interested in collaborative explorations in design research with leaders in the hospitality industry. Additionally, Glenn serves as the graduate coordinator of the M. Arch program and serves on the board of The AIA Las Vegas Chapter and other non-profit organizations. His work and design research often involves community-integrated projects that focus on social, environmental, and economic sustainability. He earned his Master of Architecture from Cornell University and his Bachelor of Architecture and Bachelor of Science in Environmental Design from Ball State. He is a licensed architect in Nevada.
PHILIP ZAWARUS
ASSISTANT PROFESSOR

ROLE: URBAN DESIGN VISIONING/ ENGAGEMENT SUPPORT

Phillip Zawarus is an Assistant Professor of the Landscape Architecture program and leads the Landscape Performance Studio and respective seminars specific to urban tree benefits, green infrastructure systems, and ecosystem services as they relate to the Mojave Desert region. Over the last 6 years, he has been involved in 3 research funded projects on water resources in different ecoregions, that have included 6 publications on the subject of sustainable stormwater management systems. He is currently working on the second part of a multi-phase grant supported by the Nevada Division of Forestry in collaboration with The Nature Conservancy, that includes State and National members, and the University of Southern California to inventory and analysis the environmental, wildlife, social, and economic benefits of urban forests in parking lots in Las Vegas. Other notable funded projects include the Southern Nevada Inventory for Sustainable Systems sponsored by the City of Las Vegas and Southern Nevada Water Authority and other agencies for the mapping of local, regional, and national infrastructure systems that affect the function of the Las Vegas metropolitan area.

JOSHUA VERMILLION
ASSISTANT PROFESSOR

ROLE: URBAN DESIGN VISIONING/ ENGAGEMENT SUPPORT

Joshua Vermillion, an assistant professor in the School of Architecture at UNLV, coordinates the at-LAS Lab—a trans-disciplinary design-research group merging technology, industry-informed R&D, and community engagement. Forging a multi-year career in the exploration, development and execution of “Digital Craft,” his efforts in research, pedagogy and practice belong to three primary categories: digital information as medium (architectural applications of computational, parametric and algorithmic design); digital information as material (digital fabrication tools and techniques); and digital information as method (situated technologies, sensing, responsive systems, and robotics). Additionally, in recent years his teaching has also expanded to include beginning design foundations in a vision of earlier adoption and proficiency of digital technologies by students.
Qualifications, Experience, & Past Performance

BUSINESS HISTORY/ NUMBER OF YEARS IN OPERATION

PRIME CONSULTANT
ASAKURA ROBINSON
15 YEARS IN OPERATION
- Housing
- Urban Design + Placemaking
- Economic Development
- Land Use Planning + Regulatory
- Engagement Strategy

Asakura Robinson is a planning, urban design, and landscape architecture firm which strengthens environments and empowers communities through innovation, engagement, stewardship, and an integrated design and planning process.

Founded in 2004, our firm has built a solid reputation for sustainable design solutions and design excellence. We strive to assist visionary clients to spur positive change through a collaborative design process. We focus on engaging communities in ever more diverse project contexts while maintaining a high level of creativity and collaboration in every endeavor, always guided by three key values: Interaction, Diversity, and Innovation.

SUB CONSULTANT
WOOD RODGERS
22 YEARS IN OPERATION
- Transportation Planning
- Land Use Planning Support

Wood Rodgers is one of the largest full-service engineering and planning firms in Nevada.

Wood Rodgers’ Las Vegas office focuses on transportation planning and traffic engineering. Their local staff have successfully delivered a broad range of multi-modal transportation plans for local agencies, ranging from the City of Henderson to the RTC, that responds to the current and future needs of all travelers. With land use planning and infill development a cornerstone of the work they do, Wood Rodgers organically integrates economic vitality through supportive infrastructure developed in a collaborative, engaging process into our transportation plans. The result is strategic investments that enhance the communities they call home.

SUB CONSULTANT
UNLV SCHOOL OF ARCHITECTURE
25 YEARS IN OPERATION
- Urban Design Visioning
- Engagement Lead

The School of Architecture provides professional and continuing education in the design professions of architecture, landscape architecture, interior architecture, and design.

In addition to addressing the theoretical and pragmatic aspects of general design education, the school focuses on important design issues facing Las Vegas, the state of Nevada, and the Southwest: resort and entertainment design, sustainable desert development, speculative development, and climatic and cultural issues relevant to arid regions.
PAST PERFORMANCE

PRIME CONSULTANT // ASAKURA ROBINSON

Regional Transportation Commission of Southern Nevada  Deer Springs Livable Centers Study

**DESCRIPTION**  Small area plan aimed to make district a vibrant, walkable area with a mix of housing choices and diverse employment opportunities that could be linked to key destinations throughout the Las Vegas Valley via the North Fifth Street Transit Corridor.

**SCOPE**  Prime Consultant // Urban Planning, Urban Design, Engagement

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<th>SCHEDULE</th>
<th>TOTAL BUDGET</th>
<th>TERMINATION ACTION?</th>
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<tr>
<td>AS PLANNED/ ACTUAL  08/2018- 09/2019 (Council approval delayed)</td>
<td>$ 250,000 (On budget)</td>
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City of Austin  South Central Waterfront Vision Framework

**DESCRIPTION**  Framework designed to help guide public and private investment by providing a cohesive set of recommendations detailing designs, policies, tools and next steps behind three complementary frameworks: Physical, Financial, and City Leadership.

**SCOPE**  Prime Consultant // Urban Planning, Urban Design, Landscape Architecture, Affordable Housing

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<td>AS PLANNED/ ACTUAL  12/2015- 06/2016 (On schedule)</td>
<td>$ 88,000 (On budget)</td>
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Westchase District  Westchase District Livable Centers Study

**DESCRIPTION**  A nine month study that focused on helping one of Houston’s main population and business centers remain competitive with other local business districts by promoting it as a true live, work, and play destination. The plan examines options to make the area more walkable, increase the number of owner-occupied housing opportunities, and accommodate new retail and destination development typologies.

**SCOPE**  Prime Consultant // Urban Planning, Economic Development, Community Development, Engagement, Landscape Architecture

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<th>SCHEDULE</th>
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<th>TERMINATION ACTION?</th>
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<td>AS PLANNED/ ACTUAL  04/2017- 02/2018 (On schedule)</td>
<td>$ 280,950 (On budget)</td>
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**SECTION 4: QUALIFICATIONS, EXPERIENCE, AND PAST PERFORMANCE**

### SUB CONSULTANT // WOOD RODGERS

**RTC of Southern Nevada  Northeast Valley Transportation Network Study**

**DESCRIPTION**
Transportation study that resulted in a proactive plan of projects and agency policies to ensure the transportation network supports the region’s growth and economic development. The study consisted of a range of land use and development scenarios, travel demand models, and project/policy mitigation.

**SCOPE**
Sub Consultant // Transportation Planning, Transportation Engineering, Land Use

**SCHEDULE**
AS PLANNED/ ACTUAL: Completed 2018 (Revised schedule)
TOTAL BUDGET: $183,000 (On budget)
TERMINATION ACTION?: No

### City of Henderson  Eastern Avenue Corridor Study

**DESCRIPTION**
A unique corridor study and progression analysis to develop preliminary design alternatives to address mobility and safety concerns along Eastern Avenue, from Horizon Ridge Parkway to its interchange with I-215. The study includes analyses of mid-term and long-term intersection improvements along the Eastern Avenue corridor, identifying new infrastructure investments that will help accommodate and/or reduce demand on Eastern Avenue, a progression scheme to maximize efficiency, and recommending an access management plan.

**SCOPE**
Prime Consultant // Transportation Planning, Transportation Engineering

**SCHEDULE**
AS PLANNED/ ACTUAL: Ongoing (On schedule)
TOTAL BUDGET: $408,000 (On budget)
TERMINATION ACTION?: No

### Reno Land, Inc.  Park Lane

**DESCRIPTION**
A mixed-use development project set to be Reno’s newest urban neighborhood. Embracing transit-oriented development (TOD), the project is proposed with nearly 1,700 residential units and nearly 200,000 square feet of commercial, retail, and office located on the southern edge of Midtown.

**SCOPE**
Sub Consultant // Planning, Transportation Engineering, Civil Design

**SCHEDULE**
AS PLANNED/ ACTUAL: Ongoing (On schedule)
TOTAL BUDGET: $500,000 (On budget)
TERMINATION ACTION?: N/A
DEMONSTRATED EXPERIENCE

LEADERSHIP

Asakura Robinson has a record of leadership experience, technical competence and management skills demonstrated by the completion of a diverse range of national projects, at a variety of different scales.

Our experience working on these projects has allowed us to develop a refined approach to project management that fosters client and consultant team collaboration through a multi-disciplinary design bringing innovation and creativity to the forefront of our work, while also meeting project schedules, goals and budget.

Asakura Robinson has taken an active role in eight Livable Centers studies over the past eight years, five as prime-consultant.

To ensure that the project meets the client’s vision of success, our project managers are selected based off of previous experience and qualifications in terms of the client, project type, or nature of the work. It is our aim to offer the highest quality of project management to our clients through a combination of an effective project manager that can fulfill the client’s vision and a refined approach that can mitigate project challenges. Asakura Robinson project managers also establish clear and regular lines of communication and file transparency that is essential to making sure that the project team is on the same page and that the project is on-time and within budget for a successful completion.

STAKEHOLDER ADVISORY COMMITTEE COORDINATION

A successful planning process should be measured by whether community members and business interests feel ownership of the final plan document and ready to move forward with the implementation process. We will work to build the capacity of community members and leaders to implement the plan. We also understand the unique challenges of working with multiple stakeholders, all of whom have different implementation capabilities, in terms of funding, mission, and ability to own and maintain land and buildings. With staff from the client team, our team is ready to engage all stakeholders, elected officials and the like at the high level, as well as residents and community members on the street-level.

We have extensive experience with stakeholder and property owner management. Our Plan Downtown project included a 16-member leadership group and a 200-member steering committee, in addition to a variety of public meetings, tours, and events. The engagement for that project was successful because conversations were targeted around specific goals and implementation responsibilities for each group. On a neighborhood scale, our Homewood Community Plan engages a number of stakeholder groups including a steering committee, topic-specific action teams, a collaborative neighborhood group, and an urban renewal association.

Our experience tells us that City staff must be involved in stakeholder outreach, and in some cases the target of specific outreach sessions in order to facilitate and implement a redevelopment plan. We will work with the client team to determine which City departments and agencies should be engaged, and on what level.

INTEGRATED LAND USE AND TRANSPORTATION RECOMMENDATIONS

Whether focusing on streets or public spaces, long range
planning visions or urban design projects, the public realm is at the core of our planning and urban design work.

From engaging community in redesigning the entire bus system for Houston’s METRO transit agency, to redesigning street sections at the corridor and block scales in our Livable Centers projects, our firm focuses on how transportation and mobility can provide opportunity and increase quality of life for neighborhoods. We understand that the public sector can often most easily shape future development through interventions in the right-of-way, and that public safety of residents depends on careful consideration of how pedestrians, cyclists, and drivers interact throughout the neighborhood.

MARKET STUDIES AND ANALYSIS

Our economic development studio was developed to support our planning work in underserved communities. Seeing that few existing organizations understood the specific challenges facing communities with little market activity, our studio, led by Alexandra Miller, seeks to assess community assets and provide opportunities for communities to set their own path, as in the Kashmere Gardens Livable Center Plan. We also have experience working with organizations and agencies in the economic development and real estate industries to generate incubators and financing opportunities for local entrepreneurs. Our work on the Commercial Market Study for Crescent City Community Land Trust in New Orleans emphasized new and innovative ideas such as non-profit master leasing strategies and partnerships with local economic development actors who helped minority-owned businesses create viable business plans for growth.

MULTI-MODAL ROADWAY PLANS AND PUBLIC SPACES

We make healthier and more prosperous communities by enhancing mobility, accessibility, connectivity and safety for transit riders, pedestrians and people who bicycle. Our work is guided by the impact we see on quality of life and urban development that are influenced by the ways that people move through the city. To support cities, transportation departments and transit agencies in their missions, or to support transportation engineers with urban design, engagement or qualitative research, we offer our clients an array of transportation planning services including: innovative stakeholder and community engagement, rigorous collection and analysis of quantitative and qualitative data, thoughtful roadway and streetscape design, and the development of effective transportation and land use policies.

Some of our recent projects include reimagining the Houston METRO transit system, the METRO Bike & Ride, the Houston Bike Plan, and Housing NOLA implementation.

MIXED-USE DEVELOPMENT

Our team understands the need to create a sense of place - to develop the active, vibrant, mixed-use character that will increase long-term competitiveness. We offer clients an array of strategies to enhance catalytic projects that truly mix uses; encourage walking, biking, and transit use; and integrate a vital, sustainable public realm.
WORKING WITH US

“Asakura Robinson brought outstanding vision, dedication and skill to the project, producing a thoughtful, compelling and beautiful document that won both public and official endorsement.”

Alan Holt
Principal Planner, City of Austin

REFERENCES

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Work Plan and Project Approach

APPROACH

We are pleased to submit our qualifications for professional consulting services for the Galleria Livable Center Study. We believe this initiative is an admirable and exciting step in ensuring future development is supportive of the City of Henderson’s continued success, and we look forward to working with city staff and community stakeholders throughout this process. The Galleria Livable Centers Study provides a significant opportunity to advance existing planning efforts with strong strategies for creating a transit-, pedestrian-, and bicyclist-friendly, economically successful, and socially vibrant live work-play community that remains competitive for development over the long term.

The City of Henderson has completed a number of high-quality plans during recent years, we believe that the outcomes of this study will supplement, update, and advance key recommendations with real, implementable projects through viable funding sources. Based on our initial research, our team has identified five concept areas that underpin the success of this project:

1. DEVELOP AMBITIOUS LONG AND SHORT-TERM DEVELOPMENT STRATEGIES THAT ARE ROOTED IN ECONOMIC REALITY

The desire for redevelopment is a powerful tool in transformation and identity; a goal that all decisions and actions strive to support. However powerful, this vision is often out of touch with economic reality, and therefore efforts may fall flat. Creating a firm base in economic reality, then identifying gaps between what is economically feasible and the community’s vision will help pinpoint tools that can better be aligned with these gaps, and target efforts towards the common goal. Our team will use numerous tools to its advantage as well as our extensive market analysis experience, to show a complete and accurate economic picture, and then find areas of strength that can be expanded upon to reach the area’s goals. We understand that this plan must be forward-thinking and exciting, yet rooted in reality and implementation.

2. FOSTER REDEVELOPMENT AND DEFINE CATALYTIC PROJECTS THAT CREATE A TRANSIT-READY AND HOUSING-DIVERSE COMMUNITY

Henderson is already home to a variety of housing types and that provides opportunities for many types of residents. Our team brings experience in designing and implementing a continuum of housing solutions that provide stability and opportunity for existing residents so that both existing and new residents realize the benefits of reinvestment and revitalization. We understand the local, state, and federal financing tools and public-private partnership opportunities available to promote development that serves a strong and diverse mix of households with varying income levels, age ranges, and household sizes. Given the ongoing growth of the study area, mobility options for pedestrians, bicyclists, drivers, and transit riders are critical to meet safety and air quality goals while focusing on the establishment of a vibrant street life and sense of place. Housing strategies that provide a range of choices are not just about development itself, but also about being well connected to amenities through transit and active transportation. Implementing a cohesive and effective TOD vision may require zoning adjustments and other regulatory considerations that our team is well equipped to provide.

We also understand that new transit services (especially those that don’t involve rails) require a mindset shift for developers. We created a Developer’s Guide to accompany its work on the METRO System Reimagining project in Houston that has enhanced the conversation between developers and METRO about new opportunities for TOD and helped them understand the redesign of the bus system. It has helped developers learn more about the project, and has resulted in more investment in TOD along the frequent bus routes.

3. DEFINE CATALYTIC PROJECTS THAT CREATE A WALKABLE AND MULTIMODAL COMMUNITY

Asakura Robinson specializes in analyzing existing market trends and working with key stakeholders in the public and private sectors to find the policy tools and incentives that can “tip” the market toward the community’s vision. One of the study area’s central opportunities is the large amount of space available on the Galleria property, as well as an engaged ownership group and the desire to improve connectivity. Our team will work with the
client team, landowners, developers, and existing and potential commercial tenants to build a vision for future development that includes design guidelines for the public realm, parks and open spaces, parking, and water management that compliment and encourage the desired types of mixed-use private development.

Our work on the South Central Waterfront Vision Framework Plan in Austin provided a roadmap to guide upcoming changes towards the best possible outcome for property owners and stakeholders. The plan is a model for how a district-wide green infrastructure system can support quality urban design and enhances the public realm. Asakura Robinson’s work also involved coordinating public and private investments in order to leverage maximum impacts and provide for districtwide value capture to fund elements like affordable housing, affordable, local commercial development, parks and open space, and other community amenities.

**4. USE PUBLIC REALM IMPROVEMENTS TO SHAPE THE TYPE OF WALKABLE DEVELOPMENT THE COMMUNITY WANTS**

Henderson has an opportunity to use the development process to ensure a high-quality and community-serving public realm. Through our recent work developing a downtown plan for Houston, we have discussed the future of commercial development with some of the most forward thinking national thinkers and Fortune 500 CEOs. Our experience has shown us that public realm improvements, including parks and open space, and quality of life considerations are driving the growth of retail and office sectors. As the city’s tool in which the municipality has the most control, the public realm can be leveraged to meet economic development goals.

Our team has experience working with communities to shape the public realm and provide high quality development. Our work in Houston’s Sixth Ward illustrates how public realm improvements can encourage new development that aligns with the community’s vision. After our initial visioning work during the Washington Avenue Livable Center project, our team identified a variety of strategies to improve the public realm. As a result, mixed use and walkable infill development on the corridor improved walkability and provided the community with much needed amenities. Through this eight-year period, the community has seen an incredible amount of commercial redevelopment, the value of which has been captured and reinvested in the community.

**5. UTILIZE PLACEMAKING STRATEGIES THAT PROMOTE HEALTHY LIVING AND ADVANCE MULTIMODAL MOBILITY GOALS**

This study will incorporate and build on existing planning efforts that have addressed multimodal mobility for the study area’s residents, employees, and visitors. Given the ongoing growth of the region, mobility options for pedestrians, bicyclists, drivers, and transit riders are critical to meet safety and air quality goals while focusing on the establishment of a vibrant street life and sense of place. The study will establish priorities for new roadways, adapting existing roadways to facilitate alternative transportation, and promotion of healthy living through trails and active transportation strategies.

**6. ENGAGE THE COMMUNITY AND STAKEHOLDERS TO ENSURE IMPLEMENTATION**

Our team believes deeply in the public engagement process: a successful planning process should be measured by the amount of ownership stakeholders take in the plan. Furthermore, we will work to build the capacity of community members and leaders to implement the plan. We also understand the unique challenges of working with multiple stakeholders and property owners, all of whom have different implementation capabilities, in terms of funding, mission, and ability to own and maintain land and buildings. We will work closely with the client team and other stakeholders to ensure that all needs are met within the plan and that implementation responsibilities are both equitable and clear.

Our team ensures implementation through deep community and stakeholder engagement, economic feasibility analysis, and clear, prioritized recommendations with identified “lead” stakeholders and funding strategies. Our public engagement strategy for this project will span a number of meeting formats and methodologies in order to ensure that we reach the many constituencies that spend time in the study area. We will combine traditional evening public meetings with lunch-and-learns that attract employers and employees in the area, and will also work to go where people are by distributing information at events such as Last Friday events. We will also work closely with the client team to involve key stakeholders including the City of Henderson, major employers, and landowners, and our team may identify developers and funding sources from the region who can become new partners for the study area in furthering recommended strategies.
WORK PLAN

TASK 1:

PROJECT MANAGEMENT

Meeting materials will be provided one week prior to the meeting for client team review, and meeting summaries will be provided within two weeks after the event.

1.1 Project Meetings
Biweekly meetings will be held between the City of Henderson and RTC staff and the project manager, with additional team members in person or by phone as necessary.

1.2 Project Guide
As a part of the Project Guide, our team will develop comprehensive branding for the project, including a project logo, fonts, graphic standards, templates for the report, boards and presentations. These guide will also include information on scope, timeline, and key team members.

1.3 Stakeholder Advisory Committee
We will work with the client to develop an extensive and representative Stakeholder Advisory Committee, which will meet in large group throughout the project. Meetings will take place at the following milestones:
   • Task 2: Goal Setting Workshop
   • Task 3: Concept Plan Workshop
   • Task 5: Implementation Workshop

1.4 Technical Team
The project Technical Team, consisting of the City’s planning, public works, and economic development departments, will meet throughout the project to provide subject matter expertise, specifically during Task 2: Needs Assessment and Task 5: Implementation Plan.

1.5 Committee Presentations
Our team will support the client through approximately seven City and RTC committee meetings associated with review and feedback at key milestones in the study.

1.6 Community Engagement Plan
Together with the team, we will develop a community engagement plan that will dictate all engagement activities related to the project. More details about this plan can be found in Task 6.

Task 1 Deliverables
• Project guide, to include project schedule, scope, roles, milestones, and project branding
• Meetings materials and summaries
• Stakeholder Advisory Committee and Technical team formation, meetings, and materials

TASK 2:

NEEDS ASSESSMENT

2.1 Review of Existing Plans
The central goal of this plan review will be the identification of key opportunities to advance recommendations in existing plans while identifying areas to leverage and complement efforts being made by the City of Henderson.

Our initial list of plans to review includes:
• Henderson Strong Comprehensive Plan
• Age-Friendly Henderson Action Plan
• Open Space and Trails Plan
• City of Henderson Master Transportation Plan
• Southern Nevada Strong (SNS) Regional Plan
• Regional Transportation Plan: Access 2040 (RTP)
• Regional Bicycle and Pedestrian Plan (RBPP)
• On Board Mobility Plan (underway)
• Historical information and photos related to the Galleria itself and the surrounding areas

2.2 Conditions Assessment
We will conduct a conditions assessment that analyzes primary source data and on-the-ground observations to identify key opportunities for economic development, land use coordination, and housing attraction. Data collection will include:

• Land Use, Placemaking, Wayfinding, and Branding: Our team will inventory existing land uses, in order to gain an understanding of key placemaking opportunities. We will also assess existing branding and images including wayfinding elements, landmarks and monuments, and other elements.

• Market Trends, Economic Development, Vacant Land, and Housing: We will conduct an assessment of regional market trends in housing, office, and retail development and develop a comparison with existing and recent developments in the Henderson area to understand the trajectory of development in the study area.

• Infrastructure, Transportation, Parking, and Connectivity: Using information from recently completed planning efforts and additional on-the-ground and primary source data as needed, our team will perform an evaluation of the existing transportation network and assess connectivity across modes, as well as current mode split and circulation information. We will also assess transit
access, and examine infrastructure opportunities that could stimulate public-private partnerships around vacant, developable sites.

- **Health and Open Space:** Our team will assess park and open space access within the study area, and examine existing and planned infrastructure designed for active living, including coordination with the Comprehensive Trails and Bikeways Master Plan.

The needs assessment report will include graphically-pleasing and easy to understand results of this process and will include narrative, diagrams, and maps.

**Task 2 Engagement**
- Stakeholder Advisory Committee Meeting: Goal Setting Workshop
- Public Meeting #1: Goal Setting and Needs Assessment

**Task 2 Deliverables**
- Previous Document Review Summary
- Needs Assessment Report including narratives, diagrams, and maps for the:
  - Land Use Analysis
  - Market Analysis
  - Economic Development Evaluation
  - Parking Analysis
  - Open Space Analysis
  - Housing and Demographics Analysis
  - Transportation Analysis
  - Branding Evaluation

**Task 3: Develop Conceptual Plan**

The Conceptual Plan will focus on six interconnected, overlapping areas of concentration.

3.1 **Circulation & Connectivity Conceptual Plan**

Our team will build on the high quality planning work that has been completed or is ongoing within the study area to develop a multi-modal connectivity plan that increases safety, access, and mobility throughout the study area for residents who are walking, biking, driving, or taking transit to their destination.

3.2 **Community Health Conceptual Plan**

Our team will develop recommendations to improve community health through built-environment interventions; again, we expect to build on the quality work from the Henderson Strong Plan and develop recommendations that increase the mode share of active transportation, increase access to passive and programmed open space, and ensure residents and employees of the study area have access to healthy food choices. Specific concepts and strategies may include:
- Identifying key programming and open space amenities for inclusion at strategic locations;
- Merging existing and future trail plans with placemaking strategies;
- Coordinating with transportation strategies to increase bicyclists’ level of comfort;
- Coordinating with Southern Nevada’s Community Health Improvement Plan efforts

3.3 **Economic & Urban Development Conceptual Plan**

The Economic and Urban Development Conceptual Plan will take a market-oriented approach that promotes catalytic development opportunities and facilitates public-private partnerships based on a feasibility and gap analysis. Strategies will focus on maximizing the area’s potential for retail and mixed-use development that complements the area’s existing land uses and creates centers of activity where residents, employees, and visitors to the area commingle. We will also identify ongoing sources of economic strength throughout the area, such as attraction of large employers, and the tactics necessary to support continued development of these industries.

3.4 **Housing Choice & Affordability Conceptual Plan**

The Housing Choice and Affordability concept plan will prioritize strategies that promote upward mobility for area residents, preserve the quality and character of existing neighborhoods, promote reinvestment, and improve the living conditions and quality of life of area residents. Conceptual options will include catalytic development concepts and strategies that diversify, grow, and evolve the existing housing stock, including examining strategies for promotion of homeownership, development types that serve residents of multiple ages and income levels, and developing public-private partnership models for housing investment and rehabilitation.

3.5 **Sustainability Conceptual Plan**

Our team will identify strategies that support the six livability principles of the Federal Partnership between HUD, DOT and EPA (provide more transportation choices, promote equitable, affordable housing, enhance economic competitiveness, support existing communities, coordinate policies and leverage investment, and value communities and neighborhoods) and pinpoint areas where the Livable Centers plan can help advance and support regional plans.

3.6 **Placemaking, Image, and Branding Conceptual Plan**

Placemaking and urban design will be a core focus of this planning effort and of the conceptual plan. In addition to targeting improvements to landmarks, wayfinding, gateways, and other placemaking elements. This conceptual plan element will also include concepts related to enhancing public gathering spaces and community facilities, and will
examine making strategic connections between the study area and other adjacent neighborhoods.

**Task 3 Engagement**
- Stakeholder Advisory Committee Meeting: Review of Conceptual Plan
- Public Meeting #2: Conceptual Plan Overview and Feedback

**Task 3 Deliverables**
- Livable Center Concept Plan, as detailed above

**Task 4**
DEVELOP DESIGNS FOR SPECIFIC PROPOSED RECOMMENDATIONS

4.1 Develop Schematic Designs
In addition to illustrations and renderings for the catalyst projects, typical improvements proposed in the Conceptual Plan will be developed into more detailed specifications for key improvements. Products of this task will include streetscape cross-sections for key locations where improvements are proposed; three-dimensional massing studies for recommended development; site plans for open space; and examples of proposed regulations to achieve housing, economic, and sustainability goals.

4.2 Prepare Cost Estimate
Our team will prepare approximate cost estimates for the projects and improvements proposed, which may account for further design and engineering work needed.

4.3 Develop Design Guidelines for Implementation
We anticipate that certain catalytic projects or programs may require a basic understanding of development economics in the area - including typical costs for rehabilitating vacant properties, new construction of residential and commercial properties, acquiring land, subsidizing affordable homeownership options, and other key cost drivers for development. We will recommend mechanisms for closing these gaps and funding critical projects within the Funding and Implementation Matrix.

**Task 4 Engagement**
- Public Design Charrette/Workshop: Explore alternatives

**Task 4 Deliverables**
- Schematic design and cost estimates for key areas as detailed above
- Materials for public engagement activities as described in Task 6
- Design guidelines for the project

**Task 5**
IMPLEMENTATION PLAN

5.1 Funding & Implementation Resources
Our team will examine current and potential resources to fund and implement the project and development incentives in the Plan. The tools and methods that will be investigated include:
- Sample project scope and budget
- Unique steps to completion or impediments
- Cost
- Potential funding source
- Implementation steps or partners
- Consideration within RTC’s Regional Transportation Plan and Transportation Improvement Program (TIP), or within Henderson’s Capital Improvement Program

5.2 Funding & Implementation Matrix
With the Stakeholder Advisory Committee, our team will develop and refine the implementation matrix to match proposed improvements, programs, and development with funding and implementation sources over time.

5.3 Develop Phasing Plan
Based on the priorities of the client sponsors, its community members, and the Stakeholder Advisory Committee, along with an assessment of project feasibility, we will develop a plan for investments, informed by community desires, that maximizes those investments while perpetuating private sector investment over time.

5.4 Report on Transportation & Air Quality Impacts
Our team will analyze transportation-related improvements in the plan, and estimate the benefits associated with the mode-split alternatives, reduced congestion, increased safety, improved air quality, and cost effectiveness of investments.

5.5 Report on Health Impacts
Using national best practices, we will prepare a community health impact assessment of the proposed recommendations.

**Task 5 Engagement**
- Stakeholder Advisory Committee Meeting: Identifying Partners & Resources
- Final Public Meeting

**Task 5 Deliverables**
- Implementation plan as detailed above, including phasing, air quality impacts, and implementation strategy
**SECTION 5: WORK PLAN AND PROJECT APPROACH**

**TASK 6: PUBLIC ENGAGEMENT**

During Task 1, our team will work to develop a community engagement plan that will dictate all related activities during the project. The plan will have targeted initiatives for each outreach group, and will detail responsibilities, timeline, and contacts. Meeting materials for all activities will be provided one week prior to the meeting for client team review, and meeting summaries or notes will be provided within two weeks after the event.

Based on our initial review, and in addition to the stakeholder and advisory groups detailed in Task 1, the plan may include the following outreach strategies:

- Tactical urbanism or other activations
- Community events
- Coordination with other efforts and initiatives
- Tabling at events and festivals
- Public meetings
- Social media accounts and news
- Interviews
- Topic workshops
- Online and intercept surveys

In the second month, towards the end of the Needs Assessment, we will hold the first public meeting in the form of an open house, intended to achieve the following:

- Inform the public about the history and timeline of the project and the goals of the Livable Centers program;
- Present preliminary findings regarding the community;
- Document public aspirations and concerns and identify community goals; and
- Perform a community mapping exercise to understand the landscape from multiple perspectives.

After the open house and throughout months 3-8, our team will continue to engage community leaders and key stakeholders through special presentations, including employee lunch-and-learns; presentations to potential developers and partners; and “going where people are” in the study area by participating in community events such as the Galleria’s farmer’s market or trivia programs.

The second public meeting will take the form of a charrette intended to achieve the following:
- Refine the initial concepts based on the previously developed goals; and
- Identify community priorities in the presented recommendations.

During Task 5, once the draft recommendations have been developed. The following month, the third public meeting will walk participants through the recommendations and the proposed phasing to achieve the community’s vision.

We aim to give stakeholders and community members a sense of ownership over the plan, and an understanding of the networks and tools available to promote the recommendations. In these final public engagement efforts, we will present the following items:

- Recommended projects based on the concepts and goals developed in previous meetings;
- Plausible and attainable funding options available, along with a phasing approach; and
- A proposed timeline for implementation, which can be paired with metrics and deadlines to encourage implementation.

**Task 6 Deliverables**

- Community Engagement Plan
- All public engagement activities and materials as detailed by the plan

**FINAL PROJECT DELIVERABLES**

- Final plan (tasks 1-6 in scope and all other specific elements). Five (5) hard copies and one (1) electronic copy of the plan document will be provided.
- Written description of projects contained in the plan, with a fiscal analysis containing supporting documentation of methodologies used in calculations, and cross listing of potential funding categories for each project and cost estimates (5 hard copies, 1 electronic format).
- Original files in editable format, including graphics and GIS files (to include .shp, .gdb, and .mxd files) utilized to make any maps.

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### Task 6 Deliverables

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<th>TASK</th>
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<td>1. Project Management</td>
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<td>2. Needs Assessment</td>
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<td>3. Develop Conceptual Plan</td>
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<td>4. Develop Designs for Specific Proposed Recommendations</td>
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<td>5. Implementation Plan</td>
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<td>6. Public Engagement</td>
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<td>7. Final Deliverables</td>
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- **SITE VISITS**

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*RTC OF SOUTHERN NEVADA*
Helping one of Houston’s main population and business centers remain competitive with other local business districts by promoting it as a true live, work, and play destination.
Local Knowledge and Experience

Our team brings deep and varied experience with the client team and the project area at all consultant levels and topical area. Asakura Robinson has recent and extensive experience working with the RTC in Las Vegas area. As the prime firm for the first Livable Centers Study in the area, our team established a strong working relationship with staff from RTC, the City of North Las Vegas, and local stakeholders. The collaboration has given us strong knowledge of the region, local policy, and planning process.

Team member Wood Rodgers has directly relevant, unique experience in the study area that provides a solid foundation for which to advance concepts. Notably, the RTC of Southern Nevada retained our lead Traffic Engineer, Scott Rickert, PE, to evaluate the lane configurations and right-of-way requirements to enable the Stephanie Street corridor between I-215 and Russell Road, including the Galleria study area, to provide for the most effective movement of traffic, improved transit operations, bicycles, and pedestrians in the northern part of the City of Henderson. Scott developed multimodal improvement alternatives, including traffic lane configurations, access management, bicycle/pedestrian facilities, transit, analyzed the feasibility of transit park-and-ride facilities (including the Galleria Mall parking lot), and evaluated improved routing for the Galleria Mall/Sunset Station properties.

Wood Rodgers as a whole is deeply familiar and knowledgeable with Southern Nevada’s transportation issues and processes, having delivered numerous relevant transportation plans and traffic studies for the RTC, the City of Henderson, and key stakeholders. Wood Rodgers is extremely familiar with RTC’s TransCAD model having most recently prepared calibrated and validated forecasts for Henderson’s Eastern Avenue Corridor Study and also integrated the TDM into NDOT’s statewide TDM.

Our institutional partner, the UNLV School of Architecture, based in the region for 25 years, has completed many projects of a wide variety of scopes in the region and project area. Their local knowledge and experience will support Asakura Robinson’s understand of the client team and project, and Wood Roger’s technical, site-specific knowledge.

Based on this knowledge, and discussion amongst our team as a whole, we have identified the following additional local issues to consider in this project:

- The City of Henderson holds a Silver designation from the League of American Bicyclists. In the study area, a cycle track has recently been constructed along Stephanie Street from Galleria Drive to Russell Road, and has previously been considered for the entire length of the street north from IH I-215. The project team will analyze the traffic volumes along Stephanie, the ridership on the existing cycle track, and when considering recommendations for extending bike facilities.

- In the past, the Galleria has been considered for a potential intermodal or park and ride center, similar to the Meadowood Mall in Reno, providing connections between the mall and other nearby retail areas. At the time, the mall ownership was not interested in exploring this option, but transportation and consumer needs are changing in the area so our team will need to revisit this option.

- The City of Henderson will be a progressive partner on this project, and they have continued to show support for multimodal transportation and complete streets projects. East of IH I-515, land use changes significantly, consisting of industrial and warehousing versus the commercial around the study site and residential structures to the west. NDOT, RTC and the City of Henderson are working together to reimagine Boulder Highway to improve safety and implement complete streets and supportive infrastructure for the BRT line, including a TOD node at Galleria and Boulder Hwy. Additional, Fuel Revenue Indexing funds are available for projects in Clark County, providing the City of Henderson opportunities to spend proactively on infrastructure projects. These emerging transportation projects will be an important consideration for our team.

- Specific to the mall’s retail environment, tenants have transitioned towards restaurants in the past few years, in an attempt to draw more activity. Conversely, the areas around the mall have grown commercial activity substantially, with additions such as Sprouts, Golf Galaxy, and Costco. Retail mix and strategy will be a large consideration for the team during the economic component of this work.
ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

Each entity that enters into a Contract with the Regional Transportation Commission of Southern Nevada (RTC) is required, prior to entering into such Contract, to inform the RTC of any real or apparent Organizational Conflict of Interest (OCI).

An OCI exists when a person or business entity has an unfair competitive advantage because of other activities or relationships with other persons. An OCI exists when any of the following circumstances arise:

1. **Lack of Impartiality or Impaired Objectivity** – when the supplier is unable, or potentially unable, to provide impartial and objective assistance or advice to the RTC due to other activities, relationships, contracts, or circumstances.

2. **Unequal Access to Information** – The supplier has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.

3. **Biased Ground Rules** – During the conduct of an earlier procurement, the supplier has established the ground rules for a future procurement by developing the specifications, evaluation factors, or similar documents.

The Bidder/Proposer warrants that, to the best of his/her/its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to an OCI. The Bidder/Proposer agrees that, if after award, an OCI is discovered, an immediate and full disclosure in writing must be made to the RTC, which must include a description of the action, which the successful supplier has taken to propose to take to avoid or mitigate such conflicts. If an OCI is determined to exist, the RTC may, at its discretion, cancel the contract award. In the event the successful supplier was aware of an OCI prior to the award of the contract and did not disclose the conflict to the Purchasing Representative, the RTC may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime supplier, and the terms “contract”, “supplier”, and “Purchasing Representative” modified approximately to preserve the RTC’s rights.

**Organizational Conflicts of Interest Prohibition and Non-Conflict Certification**

The undersigned on behalf of the Bidder/Proposer hereby certifies that the information contained in this certification is accurate, complete and current.

08/06/2019

Bidder/Proposer’s Signature and Date

Keiji Asakura

Typed or Printed Name

President

Title

Asakura Robinson Company

Company Name

1224 E. 12th Street, Suite 310 Austin, TX 78702

Company Address
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business:

- [ ] Individual
- X [Partnership
- X Limited Liability Company
- [ ] Corporation
- [ ] Trust
- [ ] Other

Business Name: Asakura Robinson Company

Business Address: 1902 Washington Ave., Suite A Houston, TX 77007

Business Telephone: (713) 337-5830

Disclosure of Ownership and Principals:

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. “Business entities” include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

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<thead>
<tr>
<th>Full Name</th>
<th>President</th>
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<td>Keiji Asakura</td>
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</tr>
<tr>
<td>Margaret Robinson</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For Real Property Transactions, pursuant to NRS 244.2795.1(b), (c), and 3, list all sources of income that may constitute a conflict of interest and any relationship with the real property owner or the owner of an adjoining real property:

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature / Capacity

Print Name

Keiji Asakura

08/06/2019

Date
CONTACT

MEGHAN SKORNIA
Project Manager
Meghan@asakurarobinson.com
314.630.0038

1902 Washington Ave., Suite A
Houston, TX 77007
BUY AMERICA CERTIFICATE

CERTIFICATION OF COMPLIANCE WITH SECTION 165(a)

The bidder hereby certifies that it and/or the manufacturer it represents will comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Date: 08/06/2019

Signature:

Title: President

Company Name: Asakura Robinson Company

CERTIFICATION OF NON-COMPLIANCE WITH SECTION 165(a)

The bidder hereby certifies that it and/or the manufacturer it represents cannot comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and regulations in 49 CFR 661.7.

Date: 

Signature: 

Title: 

Company Name: 

[If a successful bidder fails to demonstrate that it complies with its certification, it will be required to take the necessary steps in order to achieve compliance. If a bidder takes these necessary steps, it will not be allowed to change its original bid price. If a bidder does not take the necessary steps, it will not be awarded the contract if the contract has not yet been awarded, and it is in breach of contract if a contract has been awarded]
CERTIFICATION REGARDING LOBBYING

I, Keiji Asakura, President, the undersigned hereby certify on behalf of Asakura Robinson Company to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Standard Form LLL shall be submitted to the Regional Transportation Commission, attention: Management Services.

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

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

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

Executed this 6th day of August, 2019

By: [Signature of Authorized Official]

President

(Title of Authorized Official)
CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

1. The Lower Tier Participant, Wood Rodgers, Inc.,
   [Typed Name of Contractor]
   
certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier (the contractor) participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

THE LOWER TIER PARTICIPANT, Wood Rodgers, Inc.,
   [Typed Name of Contractor]
   

(Signature and Title of Authorized Official)

07/23/2019
Date
CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

1. The Lower Tier Participant, **SCHOOL OF ARCHITECTURE ONLY**
   
   [Typed Name of Contractor]
   
   certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier (the contractor) participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

THE LOWER TIER PARTICIPANT, **DR. STEFFEN LEHMANN**.

   [Typed Name of Contractor]


______________________________
(Signature and Title of Authorized Official)

07/28/2019
Date
ASSURANCE OF SMALL BUSINESS ELEMENT PARTICIPATION

This page must be completed, signed and accompany the bid.

The Regional Transportation Commission of Southern Nevada (RTC) has established a goal to identify, communicate and work with socially and economically disadvantaged businesses in the RTC procurement process of construction projects, commodities, and services. The RTC wishes to ensure that those businesses, which have been traditionally underutilized are afforded the opportunity to fully participate in the overall procurement process. Therefore, RTC expects all general contractors to solicit Disadvantaged Business Enterprises (DBE) and Small Business Elements (SBE) certified in accordance with U.S. Department of Transportation regulations, 49CFR Part 26, as subcontractors and material suppliers.

The Proponent hereby assures that it shall make Good Faith Efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract a specified percentage of the dollar value of the Contract to small business concerns owned and controlled by socially and economically disadvantaged individuals.

The apparent successful Proponent will be required to submit information concerning the DBEs/SBEs that will participate in this Contract. The information will include the name and address of each DBE/SBE, a description of the work to be performed by each named firm, and the dollar value of the contract.

Any substitutions of DBE/SBE firms shall comply with provisions of the Contract. In the event that the Proponent is unable to fulfill the goal requirement, the Proponent has attached documentation detailing its good faith efforts to meet the goal.

(Proponent shall insert the percentage for DBE/SBE participation even if the percentage is less than the Contract goal).

Asakura Robinson Company
Name of Proponent

By: [Signature of Authorized Representative]

Name: Keiji Asakura
(Type or Print)

Title: President

Date: 08/06/2019

*This Proponent's Assurance shall be executed by a duly authorized representative of the firm.
# FEDERAL DBE/SBE SUBCONTRACTOR VENDOR INFORMATION FORM

THIS PAGE MUST BE COMPLETED, SIGNED AND ACCOMPANY THE BID/PROPOSAL.

<table>
<thead>
<tr>
<th>NAME OF DBE/SBE</th>
<th>CONTACT PERSON AND PHONE NUMBER</th>
<th>DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED</th>
<th>DOLLAR VALUE OF CONTRACT</th>
<th>PERCENT DBE/SBE</th>
<th>*DESIGNATION GROUP (a-f)</th>
<th>AMOUNT TOWARDS DBE/SBE GOAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asakura Robinson Company</td>
<td>Keiji Asakura</td>
<td>Housing/Urban Design and Placemaking/ Economic Development/Land Use and Regulatory/ Engagement</td>
<td>$160,795</td>
<td>100% (DBE Status Pending)</td>
<td>e</td>
<td>65% (DBE status pending)</td>
</tr>
</tbody>
</table>

*100% for DBE/SBE subcontractors and manufacturers self-performing the work, 60% for DBE/SBE suppliers (regular dealers)

For all Firms listed as Disadvantaged Business Enterprises (DBEs) or Small Business Enterprises (SBEs), attach a copy of the current certification letter.

Bid Amount (Base Bid Total plus All Additives Alternates):

$ $249,586

Total DBE/SBE Amount:

$ $160,795 (DBE Status Pending)

Percentage of DBE/SBE Participation

0% %

Asakura Robinson Company

Name of Proponent

Keiji Asakura

Authorized Representative (Type or Print)

President

Title

(*) Designation Group:

(a) Black American
(b) Hispanic American
(c) Native American
(d) Asian-Indian American
(e) Asian-Pacific American
(f) Female

Minneapolis DBE certificate attached for proof of qualification. Nevada DBE certificate currently pending approval.
Directory of Certified Disadvantaged Business Enterprises (DBEs)

Business Name: ASAKURA ROBINSON COMPANY, LLC
Contact Name: HAYLEY PALLISTER
Address: 1902 Washington Avenue, Suite A, Houston, TX 77007

MNDOT District Name:
MNDOT District Number

Phone: 713-337-5830 Fax: 832-201-7198
Email: hayley@asakurarobinson.com Website: http://www.asakurarobinson.com

Business Description
LANDSCAPE ARCHITECTURE, URBAN DESIGN, AND COMMUNITY PLANNING

Certification(s)
WBE No
MBE Yes

NAICS CODE(S):
541320 Landscape Architectural Services

Owner: Keiji Asakura
Ethnicity: Asian - Pacific Islander
Gender: Male
# FEDERAL PROJECTS
## DISADVANTAGED BUSINESS ENTERPRISE (DBE) / SMALL BUSINESS ELEMENT (SBE) VERIFICATION FORM

**NAME OF PRIME CONTRACTOR OR CONSULTANT:**  
Asakura Robinson Company

**TITLE OF RTC PROJECT:**  
Galleria Livable Centers Study Phase II (No. 19-052)

**INVOICE REPORTING PERIOD:**  

**INVOICE NUMBER:**  

<table>
<thead>
<tr>
<th>NAME OF DBE / SBE SUBCONTRACTOR(S) OR SUBCONSULTANT(S)</th>
<th>TYPES OF SERVICES PROVIDED</th>
<th>TOTAL $ AMOUNT AWARDED TO DBE/SBE FIRM</th>
<th>$ AMOUNT SUBCONTRACTED TO ANOTHER DBE/SBE FIRM</th>
<th>$ AMOUNT SUBCONTRACTED TO NON-DBE/SBE FIRM</th>
<th>TOTAL AMOUNT SELF PERFORMED BY DBE/SBE FIRM(S) TO DATE (Towards DBE/SBE Goal)</th>
<th>% OF WORK SELF PERFORMED BY DBE/SBE FIRM(S) TO DATE (CUF) (Towards DBE/SBE Goal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<td>(2)</td>
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<td></td>
<td>$</td>
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<td>$</td>
</tr>
<tr>
<td><strong>TOTALS:</strong></td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Note:** If there is no DBE / SBE activity for this time period, indicate so by filling in zeros after the name of each DBE / SBE.

Count 100% for DBE / SBE subcontractors and manufacturers for work they are self-performing; 60% for DBE / SBE suppliers (regular dealers).

**PROJECTED DBE/SBE PARTICIPATION AT CONTRACT COMPLETION:**  ____  %

---

**SIGNATURE**  
Keiji Asakura, President  
08/06/2019  
**AUTHORIZED REPRESENTATIVE**  
**DATE**  

*This form must be completed, signed, dated, and submitted to the RTC with each invoice or the invoice will not be paid.*
PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. ______

I, Keiji Asakura (Name), the President (Title - e.g., President, Vice President, etc.) of Asakura Robinson Company ("Company"), do state the following with regard to payments made under Contract No. 19-052 ("Contract"):  

1. ☐ Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No._______, were paid no later than five (5) business days after Company received payment from RTC.  

2. ☐ Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the DBE Department. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by RTC. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the RTC may cause the Payment Request to be rejected by RTC.)  

3. ☐ All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than fourteen (14) business days after it satisfactorily completed its work, whether or not RTC has paid said retainage amounts to Company. Attach a copy of the cancelled check evidencing payment of each retainage amount.  

4. ☐ There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the RTC Authorized Representative. Attach a copy of the written approval from the RTC Authorized Representative.  

Company Name

Signature

Print Name

Date: __________________

Subscribed and sworn to before me this ________ day of __________ 20__.

Notary Public

N/A- Pending Contract Award
<table>
<thead>
<tr>
<th>Prime Contractor (Bidder) Firm Name</th>
<th>Firm Address/Phone #</th>
<th>DBE or Non-DBE Status (verify via Nevada’s UCP Directory)</th>
<th>Age of Firm</th>
<th>Annual Gross Receipts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asakura Robinson Company</td>
<td>1224 E. 12th Street, Suite 310 Austin, TX 78702</td>
<td>DBE (Pending in UCP Directory)</td>
<td>☑ Less than 1 year ☑ 1-3 years ☑ 4-7 years ☑ 8-10 years ☑ More than 10 years</td>
<td>☑ Less than $500K ☑ $500K - $1 million ☑ $1-2 million ☑ $2-5 million ☑ Greater than $5 million</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sub-bidder Firm Names</th>
<th>Firm Address/Phone #</th>
<th>DBE or Non-DBE Status (verify via Nevada’s UCP Directory)</th>
<th>Age of Firm</th>
<th>Annual Gross Receipts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wood Rodgers</td>
<td>2190 E. Pebble Rd, Suite 200, Las Vegas, NV 89123</td>
<td>Non-DBE</td>
<td>☑ Less than 1 year ☑ 1-3 years ☑ 4-7 years ☑ 8-10 years ☑ More than 10 years</td>
<td>☑ Less than $500K ☑ $500K - $1 million ☑ $1-2 million ☑ $2-5 million ☑ Greater than $5 million</td>
</tr>
<tr>
<td>University of Nevada Las Vegas, School of Architecture</td>
<td>Box 454018 4505 S. Maryland Pkwy, Las Vegas, NV 89154</td>
<td>Non-DBE</td>
<td>☑ Less than 1 year ☑ 1-3 years ☑ 4-7 years ☑ 8-10 years ☑ More than 10 years</td>
<td>☑ Less than $500K ☑ $500K - $1 million ☑ $1-2 million ☑ $2-5 million ☑ Greater than $5 million</td>
</tr>
</tbody>
</table>
DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. RTC's SBE goal for this project is stated in the Attributes Tab of the Bid. The Bidder shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Bidder shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Bidder to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as RTC deems appropriate. Each subcontract the Bidder signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13 (b)). The Bidder is required to pay its sub-contractor performing work related to this contract for satisfactory performance of that work no later than 30 days after the Bidder's receipt of payment for that work for RTC. In addition, the Bidder may not hold retainage from its sub-contractor.

The Bidder must promptly notify RTC whenever a DBE sub-contractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE sub-contractor to perform at least the same amount of work. The Bidder may not terminate any DBE sub-contractor and perform that work through its own forces or those of an affiliate without prior written consent of RTC.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Each bidder shall comply with all rules and regulations promulgated by the Federal Transit Administration of the U.S. DOT regarding participation of Disadvantaged Business Enterprises in contracting opportunities created by any contract awarded under this solicitation. Each bidder must submit the appropriate, prepared, and signed DBE certification. DBE Certification for Non-Rolling stock: Appendix 9 I; DBE Certification for Rolling stock: Appendix 9 J (Required) Contract Assurance (§26.13). The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Company Name  Asakura Robinson Company

Signature  

Title  President

Date  08/06/2019

(Balance of page intentionally left blank)
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

<table>
<thead>
<tr>
<th>Metropolitan Planning Organization</th>
<th>Transit</th>
<th>Administration and Finance</th>
</tr>
</thead>
</table>

SUBJECT: APPROVE CONTRACT

PETITIONER: TINA QUIGLEY, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE CONTRACT NO. 19-058, ADA LOW-FLOOR FLEX-FUEL MINIVANS, BETWEEN THE RTC AND CREATIVE BUS SALES, INC. IN THE AMOUNT NOT-TO-EXCEED $656,419.44 FOR THE BASE ORDER OF 12 MINIVANS, WITH OPTIONS TO PROCURE AN ADDITIONAL 12 MINIVANS FOR THE PERIOD OF FIVE YEARS FROM THE EFFECTIVE DATE OF THE CONTRACT, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT, OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)

GOAL: SECURE FUNDING FOR EXPANSION, OPERATION, AND MAINTENANCE OF SYSTEMS AND ROUTES

FISCAL IMPACT:
Funds in the amount of $656,419.44 are budgeted in the five-year capital plan in the Transit Fund and will be expended in Fiscal Year 2020. Funds will be budgeted in the same fund for future years, where 85 percent will be reimbursed from Federal Transit Administration (FTA) formula funding. If options are exercised, agenda item(s) will be brought back to the RTC Board of Commissioners for approval, along with the appropriate funding information.

BACKGROUND:
On July 23, 2019, the RTC issued Request for Bids (RFB) No. 19-058, ADA Low-Floor Flex Fuel Minivans. The minivans are expansion vehicles for paratransit supplemental services. The RTC received the following bid(s):

<table>
<thead>
<tr>
<th>Company</th>
<th>Response Total</th>
<th>Revised Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Creative Bus Sales, Inc.</td>
<td>$732,684.00</td>
<td>$656,419.44</td>
</tr>
</tbody>
</table>

Staff recommends approval of the contract and award of the bid to the lowest responsive, responsible bidder, Creative Bus Sales, Inc.

Respectfully submitted,

TINA QUIGLEY
Chief Executive Officer

RTC Item # 37
October 10, 2019
Consent
CONTRACT NO. 19-058
ADA LOW-FLOOR MINIVANS

October 10, 2019
BID 19-058 - ADA LOW-FLOOR MINIVANS
OWNER-CONTRACTOR AGREEMENT

THIS OWNER-CONTRACTOR AGREEMENT (the “CONTRACT”) is made and entered into this 10th
day of OCTOBER, 2019 (the “Effective Date”), by and between the REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA, a political subdivision in the State of Nevada (the “OWNER”) and
CREATIVE BUS SALES, INC., (the “COMPANY”), collectively referred to herein as the “PARTIES.”

RECITALS

WHEREAS, the COMPANY having submitted a Bid for fleet procurement of ADA LOW-FLOOR
MINIVANS for the project commonly known and referred to as Request for Bids No. 19-058 ADA LOW-FLOOR
MINIVANS; and

WHEREAS, the RTC Commission, after due consideration of the submitted bids, awarded a contract to
the Contractor for the services of the Project in the amount set forth below.

NOW, THEREFORE, in mutual consideration of the mutual covenants, promises, and conditions herein,
the parties hereto agree as follows:

AGREEMENT

1. PROJECT DESCRIPTION. The Project consists of the services more fully set forth and described in the
Contract Documents (defined in the General Conditions attached hereto).

2. COMPENSATION AND TERMS OF PAYMENT. The total amount of this CONTRACT shall not exceed
$656,419.44 (six hundred fifty-six thousand, four hundred nineteen dollars and forty-four cents) for the
base order unless approved by the OWNER in writing and an amendment to this CONTRACT is executed by
the PARTIES.

3. BASE ORDER. The initial fleet procurement of the contract is for twelve (12) ADA LOW-FLOOR
MINIVANS in Fiscal Year 2020.

4. OPTIONS. The RTC has the option to procure an additional twelve (12) Minivan vehicles. The Options shall
be valid for a period of four years from the effective date of the Contract.

5. DOCUMENT INCORPORATION. The Contract consists of this two page document and the following
documents incorporated herein by this reference as a part hereof:

   A. Exhibit A – Bid Proposal, dated August 27, 2019
   B. Exhibit B - Insurance Requirements
   C. Exhibit C – Federal Conditions – Rolling Stock
   D. Request for Bids No. 19-058 ADA LOW-FLOOR MINIVANS, issued JULY 23, 2019.
   E. Addendum No. 01, issued August 20, 2019

6. COMMENCEMENT AND COMPLETION DEADLINE. Commencement and completion are to be in
accordance with the requirements of the Bid Document.

7. NOTICES. Any notice required to be given under the Contract shall be deemed to have been given when the
notice is (i) delivered personally, or (ii) sent by facsimile machine and delivered by regular mail or certified
mail, addressed as follows:

   To the Owner: Regional Transportation Commission of Southern Nevada
                  Manager, Purchasing & Contracts
                  600 South Grand Central Parkway, Suite 350
                  Las Vegas, NV 89106
To the Contractor: Creative Bus Sales, Inc.  
Attn.: TJ Matijevich, Vice President  
14740 Ramona Ave.  
Chino, CA 91710

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the CONTRACT, notices may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the CONTRACTOR.

IN WITNESS WHEREOF, the OWNER and the COMPANY have made and executed this Agreement on the Effective Date above.

CREATIVE BUS SALES, INC.  

REGIONAL TRANSPORTATION COMMISSION  
OF SOUTHERN NEVADA

By: TJ MATIJEVICH  
Vice President  

By: LAWRENCE L. BROWN III  
Chairman

APPROVED AS TO FORM:  

ATTEST:

By: David Clyde  
RTC LEGAL COUNSEL  

By: MARIN DUBOIS  
Management Analyst
EXHIBIT A
(to the Owner-Contractor Agreement)

BID PROPOSAL
<table>
<thead>
<tr>
<th>Event Number</th>
<th>RTC BID 19-058 Addendum 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Event Title</td>
<td>ADA LOW-FLOOR FLEX-FUEL MINIVANS</td>
</tr>
<tr>
<td>Event Description</td>
<td>The Regional Transportation Commission of BID</td>
</tr>
<tr>
<td>Event Owner</td>
<td>Charles Cheatham</td>
</tr>
<tr>
<td>Event Type</td>
<td>BID</td>
</tr>
<tr>
<td>Issue Date</td>
<td>7/23/2019 08:00:00 AM (PT)</td>
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<tr>
<td>Close Date</td>
<td>8/27/2019 03:00:00 PM (PT)</td>
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<table>
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<tr>
<th>Responding Supplier</th>
<th>City</th>
<th>State</th>
<th>Response Submitted</th>
<th>Lines Responded</th>
<th>Response Total</th>
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<tbody>
<tr>
<td>Creative Bus Sales, Inc.</td>
<td>Chino</td>
<td>CA</td>
<td>8/27/2019 12:59:40 PM (PT)</td>
<td>1</td>
<td>$732,684.00</td>
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</table>

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.
<table>
<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>Mfgr</th>
<th>Mfgno</th>
<th>QTY</th>
<th>UOM</th>
<th>Estimated</th>
<th>Unit</th>
<th>Extended</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>12 ADA LOW-FLOOR FLEX-FUEL MINIVANS in accordance with the terms, conditions and bid requirements stated in Bid 19-058.</td>
<td></td>
<td></td>
<td>12</td>
<td>EA</td>
<td>$61,057.00</td>
<td></td>
<td>$732,684.00</td>
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</table>

Trapeze Ranger System

<table>
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<tr>
<th>Description</th>
<th>Unit Price</th>
<th>Revised Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trapeze Ranger System</td>
<td>$ (5,630.38)</td>
<td>$ (67,564.56)</td>
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<tr>
<td>Commissioning</td>
<td>$ (725.00)</td>
<td>$ (8,700.00)</td>
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</table>

Revised Total

<table>
<thead>
<tr>
<th>Total</th>
<th>Unit</th>
<th>Extended</th>
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<tbody>
<tr>
<td>$54,701.62</td>
<td>$656,419.44</td>
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<td>Line #</td>
<td>Att #</td>
<td>Attribute Name</td>
</tr>
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<td>--------</td>
<td>-------</td>
<td>------------------------------------</td>
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<tr>
<td>Header</td>
<td>1</td>
<td>Certificate of Insurance</td>
</tr>
<tr>
<td>Header</td>
<td>2</td>
<td>Bid Proposal</td>
</tr>
<tr>
<td>Header</td>
<td>3</td>
<td>Bidder Representation</td>
</tr>
<tr>
<td>Header</td>
<td>4</td>
<td>Addenda Acknowledgement</td>
</tr>
<tr>
<td>Responding Supplier</td>
<td>Signature Full Name</td>
<td>Signature Email</td>
</tr>
<tr>
<td>------------------------</td>
<td>---------------------</td>
<td>----------------------------</td>
</tr>
<tr>
<td>Creative Bus Sales, Inc.</td>
<td>Victoria King</td>
<td><a href="mailto:torik@creativebussales.com">torik@creativebussales.com</a></td>
</tr>
</tbody>
</table>
CER 3. Acknowledgement of Addenda

Failure to acknowledge receipt of all addenda may cause the Bid to be considered nonresponsive to the Solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Bid.

- The undersigned acknowledges receipt of the following addenda to the documents:

  Addendum No.: 1  
  - Dated: 8/20/2019

  Addendum No.:  
  - Dated:

  Addendum No.:  
  - Dated:

  Addendum No.:  
  - Dated:

- Bidder: Creative Bus Sales, Inc.

  Name: Marcus Hoffman
  Title: Bid Manager
  Phone: 800-326-2877
  Street address: 14740 Ramona Avenue
  City, state, ZIP: Chino, CA 91710

- Authorized signature  
  Date 8/26/2019
CER 4. Contractor Service and Parts Support Data

- **Location of nearest Technical Service Representative to RTC**
  Name: Leo Lumbreras
  Address: 14740 Ramona Avenue, Chino, CA 91710
  Telephone: 800-326-2877 ext 665
  Describe technical services readily available from said representative:
  Leo is the Service Manager at Creative Bus Sales - Chino. All Warranty and Service support is available from Leo.

- **Location of nearest Parts Distribution Center to RTC:**
  - Name: Creative Bus Sales - AZ
  Address: 3632 E. La Salle, Phoenix, AZ 85040
  Telephone: 888-993-5040
  Describe the extent of parts available at said center:
  Currently our Parts Department maintains $10 billion in inventory to service our customers in a responsive and timely manner. Creative has the largest selection and variety of parts for nearly every manufacturer in the American bus industry.

- **Policy for delivery of parts and components to be purchased for service and maintenance:**
  - Regular method of shipment: FedEx / UPS Ground
  Cost to RTC: Included
CER 7. Pre-Award Evaluation Data Form

NOTE: This form is to be completed and included in the Qualification Package. Attach additional pages if required.

1. **Name of firm:** Creative Bus Sales, Inc.
2. **Address:** 14740 Ramona Avenue, Chino, CA 91710
3. **Individual | Partnership | Corporation | Joint Venture**
4. **Date organized:** 1985
   **State in which incorporated:** California
5. **Names of officers or partners:**
   a. Tony Matijevich - President
   b. TJ Matijevich - Vice President
   c. Vicki Matijevich - Secretary
   d. Terry McCrea - CFO
   e. 
6. **How long has your firm been in business under its present name?** 30+ years

7. Attach as **SCHEDULE ONE** a list of similar current contracts that demonstrates your available capacity, including the quantity and type of vehicle, name of contracting party, percentage completed and expected completion date.

8. Attach as **SCHEDULE TWO** a list of at least three similar contracts that demonstrates your technical proficiency, each with the name of the contracting party and number and they type of vehicle completed within the last five years.

9. **Have you been terminated or defaulted, in the past five years, on any Contract you were awarded?**
   □ Yes ❌ No
   If yes, then attach as **SCHEDULE THREE** the full particulars regarding each occurrence.

10. Attach as **SCHEDULE FOUR** Bidder’s last three (3) financial statements prepared in accordance with generally accepted accounting principles of the jurisdiction in which the Bidder is located, and audited by an independent certified public accountant; or a statement from the Bidder regarding how financial information may be reviewed by the RTC (This may require execution of an acceptable non-disclosure agreement between the RTC and the Bidder.)

11. Attach as **SCHEDULE FIVE** a list of all principal Subcontractors and the percentage and character of Work (Contract amount) that each will perform on this Contract.

12. If the Contractor or Subcontractor is a joint venture, submit **PRE-AWARD EVALUATION DATA** forms for each member of the joint venture.

The above information is confidential and will not be divulged to any unauthorized personnel.

The undersigned certifies to the accuracy of all information:

**Name and title:** Marcus Hoffman, Bid Manager
**Company:** Creative Bus Sales, Inc.

Authorized signature

__________

8/28/2019

Date
Transit References

Capital Area Rural Transportation System
David Marsh- GM
2010 East 6th Street
Austin, TX 78702
512-481-1011
Dave@ridecarts.com

Houston Metro
Michael Southwell- Procurement
1900 Main Street
Houston, TX 77208
713-739-4803
Michael.Soothwell@ridemetro.org

Capital Metro
Andrew Murphy- Equipment Specialist
2910 East 5th Street
Austin, TX 78702
512-389-7566
Andrew.murphy@capmetro.org

Valley Metro- RPTA
Dave Hyink
Fleet Manager
480-924-6653 x 243
dhyink@valleymetro.org
101 North First Ave Suite 1100
Phoenix, AZ 85003

WY- DOT
Rob Rodriguez
Transit Program Specialist
307-777-4181
robert.rodriguez1@wyo.gov
5300 Bishop Blvd.
Cheyenne, WY 82009

Med Valet Corporation
Larry Cranmer
3535 NW 58th Street #920
Oklahoma City, OK 73112
405-848-7275
larry@medvalet.biz
Braun Corporation References

DANIEL MORENO
Keolis
Regional Maintenance Manager
661-341-3910(W)
818-402-2641(C)
dmoreno@keolistransit.com
660 West Avenue L,
Lancaster, CA 93534

RICHARD BABCOCK
Tri Delta Transit
Director of Maintenance
925-754-6622(W)
925-550-5317(C)
rbabcock@eccta.org
801 Wilbur Avenue
Antioch, CA 94509

JEFF HOOVER
MV Transit
Maintenance Manager – Dallas
972-889-7113(W)
469-474-3316(C)
Jeffery.hoover@mvtransit.com
8998 Senate Street
Dallas, TX 75228
Confidential Documents

Thank you for the opportunity to place a bid submittal with your organization. Our financial records are located in a sealed envelope in the front of each bid submittal as requested.

Please hold these documents as confidential; they are not to be considered for public release unless given written permission from a corporate official at Creative Bus Sales.

Thank you for understanding and please feel free to contact us further if more information is needed.
CER 8. Federal Certifications
CER 8.1 Buy America Certification
This form is to be submitted with an offer exceeding the small purchase threshold for federal assistance programs, currently set at $100,000.

--- Certificate of Compliance ---

The Bidder hereby certifies that it will comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11:

Name and title: Marcus Hoffman, Bid Manager
Company: Creative Bus Sales, Inc.

Authorized signature: [Signature]
Date: 8/26/2019

--- Certificate of Non-Compliance ---

The Bidder hereby certifies that it cannot comply with the requirements of 49 USC Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Name and title: 
Company: 

Authorized signature: [Signature]
Date: 

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CER 8.2 Debarment and Suspension Certification for Prospective Contractor
Primary covered transactions must be completed by Bidder for contract value over $25,000.

Choose one alternative:

☐ Creative Bus Sales, Inc.
   - The Bidder, [___________], certifies to the best of its knowledge and belief that it and its principals:
     1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or RTC;
     2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
     3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
     4. Have not within a three-year period preceding this Bid had one or more public transactions (federal, state or local) terminated for cause or default.

OR

☐ The Bidder is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Bidder certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of Title 31 USC § Sections 3801 are applicable thereto.

- Executed in Phoenix, AZ

Name: Marcus Hoffman

Authorized signature

8/26/2019

Date
CER 8.3 Debarment and Suspension Certification (Lower-Tier Covered Transaction)

This form is to be submitted by each Subcontractor receiving an amount exceeding $25,000.

- The prospective lower-tier participant (Bidder) certifies, by submission of this Bid, that neither it nor its “principals” as defined at 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or RTC.

If the prospective Bidder is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so by placing an “X” in the following space: ______

THE BIDDER, Creative Bus Sales, Inc., CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE BIDDER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Name and title of the Bidder's authorized official: Marcus Hoffman, Bid Manager

Authorized signature Date

8/26/2019
CER 8.4 Non-Collusion Affidavit

This affidavit is to be filled out and executed by the Bidder; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked “Name of Affiant.” The affiant’s capacity, when a partner or officer of a corporation, should be inserted on the line marked “Capacity.” The representative of the Bidder should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of Arizona
County of Maricopa

I, Marcus Hoffman, being first duly sworn, do hereby state that
(Name of Affiant)

I am Bid Manager of Creative Bus Sales, Inc.
(Capacity) (Name of Firm, Partnership or Corporation)

whose business is Bus Sales

and who resides at 1474 Ramona Avenue, Chino, CA 91710

and that Creative Bus Sales, Inc.
(Give names of all persons, firms, or corporations interested in the bid)

is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Bid for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

8/26/2019

Signature of Affiant

Sworn to before me this 26th day of August, 2019

Notary public My commission expires

Notary Public

Seal
CER 8.5 Lobbying Certification

This form is to be submitted with an offer exceeding $100,000.

The Bidder certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or RTC, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any RTC, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instruction, as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96).

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

THE BIDDER, Creative Bus Sales, Inc., CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER UNDERSTANDS AND AGrees THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the bidder or Bidder’s authorized official: Marcus Hoffman

Title: Bid Manager

Signature: ____________________________

Date: 8/26/2019

Per paragraph 2 of the included form Lobbying Certification, add Standard Form–LLL, “Disclosure Form to Report Lobbying,” if applicable.
CER 8.6 Certificate of Compliance with Vehicle Testing Requirement

The undersigned certifies that the vehicle offered in this procurement complies and will, when delivered, comply with 49 USC § 5323(c) and FTA’s implementing regulation at 49 CFR Part 665 according to the indicated one of the following three alternatives.

Mark one and only one of the three blank spaces with an “X.”

1. [X] The vehicle(s) offered hereewith have been tested in accordance with 49 CFR Part 665 on __April 2009__ (date). If multiple vehicle(s) are being proposed, provide additional vehicle testing information below or on attached sheet. The vehicle(s) being sold should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Bid. If the configuration or components are not identical, then the manufacturer shall provide with its Bid a description of the change and the manufacturer’s basis for concluding that it is not a major change requiring additional testing. If multiple vehicle(s) are being proposed, testing data on additional vehicle(s) shall be listed on the bottom of this page.

2. The manufacturer represents that the vehicle is “grandfathered” (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Bid the name and address of the recipient of such a vehicle and the details of that vehicle’s configuration and major components.

3. The vehicle is a new model and will be tested and the results will be submitted to the RTC prior to acceptance of the first vehicle.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation’s regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Company name: Creative Bus Sales, Inc.
Name and title of the Bidder’s authorized official: Marcus Hoffman, Bid Manager

Authorized signature __________________________ 8/26/2019
Date
CER 8.7 DBE Approval Certification
I hereby certify that the Bidder has complied with the requirements of 49 CFR 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Name and title of the Bidder’s authorized official: Marcus Hoffman, Bid Manager

Authorized signature

Date 8/26/2019
CER 8.8 Federal Motor Vehicle Safety Standards

The Bidder and (if selected) Contractor shall submit (1) manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer’s certified statement that the contracted vehiclees will not be subject to FMVSS regulations.

Company name: Creative Bus Sales, Inc.
Name of signer: Marcus Hoffman
Title: Bid Manager

Authorized signature

Date 8/26/2019
CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Andy Conner, Commercial WAV BID Manager, hereby certify on behalf of The Braun Corporation, that:

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

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

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

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

Agent: Andy Conner

Title: Commercial WAV BID Manager

Date: 8/23/2019
CERTIFICATE

Disadvantaged Business/Women-Owned Business Enterprises

The Braun Corporation certifies that it has submitted to the Office of Civil Rights of the Urban Mass Transportation Administration of the U.S. Department of Transportation in Washington, D.C. by the date of the bid opening for this project, a statement of goals for the minority business enterprises for the most current reporting period required by UMTA as per 49 CFR Part 23.

Agent: Andy Conner

Title: Commercial WAV BID Manager

Date: 8/23/2019
TRANSIT VEHICLE MANUFACTURERS CERTIFICATION OF COMPLIANCE
WITH SUBPART D, 49 CFR PART 26

This procurement is subject to the provisions of Section 26.49 of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

TRANSIT VEHICLE MANUFACTURER CERTIFICATION

The Braun Corporation, a TVM, hereby certifies that it has complied with the requirements of Section 26.49 of 49 CFR Part 26 by submitting a current annual DBE goal to FTA. The goals apply to Federal Fiscal Year 2019 (October 1, 2018 to September 30, 2019) and has been approved or not disapproved by FTA.

Agent: Andy Conner

Title: Commercial WAV BID Manager

Date: 8/23/2019
ADA CERTIFICATION

The Braun Corporation hereby certifies that the conversions being proposed (delivered) will comply with all applicable specifications of the Americans with Disabilities Act.

Agent: Andy Conner

Title: Commercial WAV BID Manager

Date: 8/23/2019
Altoona Bus Test Certification

The Braun Corporation states that a model 2008 Entervan III, gasoline powered, converted minivan has been submitted to the Altoona Bus test Center for a 4 yr./100,000 mile Surface Transportation and Uniform Relocation Assistance Act (STURAA) test. The test vehicle is constructed using a 2008 Dodge Grand Caravan SE mini-van. Test results will be provided to the agency after completion and prior to delivery.

Test # PIT-BT-R0901

Agent: Andy Conner

Title: Commercial WAV BID Manager

Date: 8/23/2019
FEDERAL MOTOR VEHICLE SAFETY STANDARDS

Compliance Certification
(Pre-Award)

Purchaser: Southern Nevada RTC

As required by Title 49 of the CFR, Part 663 – Subpart D, The Braun Corporation certifies that the vehicle/vehicles proposed comply with the relevant Federal Motor Vehicle Safety Standards (FMVSS) issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Agent: Andy Conner

Title: Commercial WAV BID Manager

Date: 8/23/2019
# Pre Award Buy America Certification

**Manufacturer:** The Braun Corporation  
**Bid No.:** RTC BID 19-058  
**Description:** ADA Low-Floor Flex-Fuel Minivans  
**Recipient:** Southern Nevada RTC  
**Final assembly activities completed at:** The Braun Corporation  
631 W. 11th St.  
Winamac, IN 46996

<table>
<thead>
<tr>
<th>Component</th>
<th>Manufacturer</th>
<th>Country of Origin</th>
<th>Yes/ No</th>
<th>% of Total Cost</th>
<th>Assembled in US</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chassis</td>
<td>Chrysler</td>
<td>U.S.</td>
<td>NO</td>
<td>49.25%</td>
<td>Windsor, Ontario, Canada</td>
</tr>
<tr>
<td>Pre-‐Final Assembly</td>
<td>The Braun Corporation</td>
<td>U.S.</td>
<td>YES</td>
<td>7.12%</td>
<td>Winamac, IN</td>
</tr>
<tr>
<td>Interior Panels</td>
<td>Medallion Plastics</td>
<td>U.S.</td>
<td>YES</td>
<td>2.26%</td>
<td>Mishawaka, IN</td>
</tr>
<tr>
<td>Misc. Stamped Parts</td>
<td>Quality Tool and Stamping</td>
<td>U.S.</td>
<td>YES</td>
<td>1.61%</td>
<td>Muskegon Heights, MI</td>
</tr>
<tr>
<td>Misc. Fabricated Parts</td>
<td>Mor/Ryde</td>
<td>U.S.</td>
<td>YES</td>
<td>1.23%</td>
<td>Ekhart, IN</td>
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<tr>
<td>Floor/Sub-Floor</td>
<td>Standard Integrated</td>
<td>U.S.</td>
<td>YES</td>
<td>1.12%</td>
<td>Winamac, N</td>
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<tr>
<td>Exterior Panels</td>
<td>Star Design, LLC</td>
<td>U.S.</td>
<td>YES</td>
<td>0.82%</td>
<td>Ekhart, IN</td>
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<tr>
<td>Misc. Stamped Parts</td>
<td>Logan Stamping</td>
<td>U.S.</td>
<td>YES</td>
<td>0.64%</td>
<td>Logansport, IN</td>
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<tr>
<td>Tie-down Belts &amp; Track</td>
<td>Q'Strait</td>
<td>U.S.</td>
<td>YES</td>
<td>0.45%</td>
<td>Ft. Lauderdale, FL</td>
</tr>
<tr>
<td>Steel</td>
<td>Joseph T. Ryerson</td>
<td>U.S.</td>
<td>YES</td>
<td>0.59%</td>
<td>Lisle, IL</td>
</tr>
<tr>
<td>Ramp/Mis. Components</td>
<td>Duramold Casting</td>
<td>U.S.</td>
<td>YES</td>
<td>0.36%</td>
<td>South Bend, IN</td>
</tr>
<tr>
<td>Brake/Fuel Lines</td>
<td>Cooper-Standard</td>
<td>U.S.</td>
<td>YES</td>
<td>0.28%</td>
<td>Fairview, MI</td>
</tr>
<tr>
<td>Fuel Tube</td>
<td>Ontario, Inc</td>
<td>U.S.</td>
<td>YES</td>
<td>0.25%</td>
<td>Warren, MI</td>
</tr>
<tr>
<td>HVAC Lines</td>
<td>Hutchinson</td>
<td>U.S.</td>
<td>YES</td>
<td>0.21%</td>
<td>Livingston, TN</td>
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<tr>
<td>Misc. Components</td>
<td>Standard Industrial</td>
<td>U.S.</td>
<td>YES</td>
<td>0.28%</td>
<td>Winamac, N</td>
</tr>
<tr>
<td>Misc. Components</td>
<td>Fastenal</td>
<td>U.S.</td>
<td>YES</td>
<td>0.18%</td>
<td>Chicago, IL</td>
</tr>
<tr>
<td>Misc. Plastic</td>
<td>Hammer</td>
<td>U.S.</td>
<td>YES</td>
<td>0.14%</td>
<td>Ekhart, IN</td>
</tr>
<tr>
<td>Tie-down Belts Upgrade</td>
<td>Q'Strait</td>
<td>U.S.</td>
<td>YES</td>
<td>2.48%</td>
<td>Ft. Lauderdale, FL</td>
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<tr>
<td>Aftermarket Seating</td>
<td>Freedman</td>
<td>U.S.</td>
<td>YES</td>
<td>2.87%</td>
<td>Chicago, IL</td>
</tr>
</tbody>
</table>

**Total Percentage of Vehicle Manufactured in U.S.:** 72.14%

**Cost of final assembly as related to cost of vehicle (percentage):** 5.71%

**Description of final assembly activities detailed on following attachment.**

**Signature:** Andy Conner  
**Title:** Commercial WAV Bid Manager  
**Date:** 8/23/2019
Description of final assembly activities:
(a) Strip Out - Removal of the front and rear seating components, interior wall and door panels, and all carpeting.
(b) Seat Re-Engineering & Modifications - Remanufactured to be easily removable for wheelchair access and to permit access to a kneeling system linear actuator and a proprietary vehicle slide door/ramp controller.
(c) Subsystem Re-Engineering & Modifications - Install new longer, reconfigured rear brake, fuel, heat, and air conditioning and fuel lines.
(d) Fuel Tank System Re-Engineering & Modifications - Removal of the original fuel tank and charcoal canister from its mid-vehicle location, rotated, relocated, and reinstalled to aft of the rear axle location. The original fuel fill pipe assembly is removed and discarded and a new, reconfigured fuel pipe assembly is installed to meet the relocated and rotated fuel tank.
(e) Fabrication of Lowered Floor Unit Body - Fabrication of a new low floor unit body.
(f) Floor Re-Engineering & Modifications - Removal of the Original Equipment Manufacturer (OEM) floor and undercarriage from the toe pan to the rear axle, adding of a new aft rear axle fuel tank support structure, a new kneeling system actuator housing and structure, a new spare tire/storage tub, and a new lowered floor structure, and various body work to accommodate the new lowered floor structure.
(g) Exhaust Re-Engineering & Modifications - Removal of the heat shields, and installing a new reconfigured exhaust pipe, hanger, brackets and muffler.
(h) Engine/Transmission/Front Suspension Assembly Modifications - Disconnection from the vehicle and removed but with the engine lines and hoses left attached. Modifications are made to the engine/transmission/front suspension assembly, such as adding various types of spacing brackets, custom steering shaft extension, and two engine cradle safety bracket tube extensions. The engine/transmission/front suspension assembly is then reinstalled. In addition, a CARB compliant fuel system is installed, and the exhaust system and heat shields are installed as well.
(i) Slide Door Re-Engineering & Modifications - Removal of the slide doors and modifications made to accommodate a lowered floor/wheelchair ramp entrance. The doors are then reinstalled.
(j) Rear Axle & Suspension Re-Engineering & Modifications - Removal, modifications done to the sway bar mounting, and coil spring mounts, addition of a kneel chain bracket, and reinstallation of rear axle.
(k) Flooring & Walls - Installation of a marine grade flooring substrate and covering and carpet or plastic panels with carpeted inserts. Walls are covered with new interior panels and trims.
(l) Rear Bumper Re-Engineering & Modifications - Involves removal of the rear bumper, reinforcing the rear bumper, and reinstalling it.
(m) Wiring Re-Engineering & Modifications - Reconfiguration of the seating systems and airbag systems, and modifications to accomodate the wheelchair ramp system, slide door operation, kneel function, and other accessibility modifications.
(n) Ramp - Installation of the manual or power wheelchair ramps.
(o) Paint & Undercoat - Newly installed components are painted and the entire floor is undercoated.
(p) Miscellaneous - Among other things, the vehicle is inspected, weighed and recertified by The Braun Corporation.
(q) Road Test
(r) Final Wash
(s) Final Inspection
(t) Final repairs
CER 9. Other Certifications

CER 9.1 Bid Form

Bidder shall complete the following form and include it in the price Bid.

**BID**

By execution below by a duly authorized representative(s) of the Bidder, the Bidder hereby offers to furnish equipment and services as specified in its Bid submitted to RTC in response to the **Request for Bid No. 19-058** in its entirety.

Bidder: Creative Bus Sales, Inc.

Street address: 14740 Ramona Avenue

City, state, ZIP: Chino, CA 91710

Name and title of Authorized Signer(s): Marcus Hoffman, Bid Manager

Name and title of Authorized Signer(s): 

Phone: 800-326-2877

Authorized signature ___________________________ Date 8/26/2019

Authorized signature ___________________________ Date
ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

Each entity that enters into a Contract with the Regional Transportation Commission of Southern Nevada (RTC) is required, prior to entering into such Contract, to inform the RTC of any real or apparent Organizational Conflict of Interest (OCI).

An OCI exists when a person or business entity has an unfair competitive advantage because of other activities or relationships with other persons. An OCI exists when any of the following circumstances arise:

1. **Lack of Impartiality or Impaired Objectivity** – when the supplier is unable, or potentially unable, to provide impartial and objective assistance or advice to the RTC due to other activities, relationships, contracts, or circumstances.

2. **Unequal Access to Information** – The supplier has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.

3. **Biased Ground Rules** – During the conduct of an earlier procurement, the supplier has established the ground rules for a future procurement by developing the specifications, evaluation factors, or similar documents.

The Bidder/Proposer warrants that, to the best of his/her/its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to an OCI. The Bidder/Proposer agrees that, if after award, an OCI is discovered, an immediate and full disclosure in writing must be made to the RTC, which must include a description of the action, which the successful supplier has taken to propose to take to avoid or mitigate such conflicts. If an OCI is determined to exist, the RTC may, in its discretion, cancel the contract award. The event the successful supplier was aware of an OCI prior to the award of the contract and did not disclose the conflict to the Purchasing Representative, the RTC may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime supplier, and the terms “contract”, “supplier”, and “Purchasing Representative” modified approximately to preserve the RTC’s rights.

**Organizational Conflicts of Interest Prohibition and Non-Conflict Certification**

The undersigned on behalf of the Bidder/Proposer hereby certifies that the information contained in this certification is accurate, complete and current.

---

**Bidder/Proposer’s Signature and Date**

**Marcus Hoffman**

Typed or Printed Name

**Bid Manager**

Title

**Creative Bus Sales, Inc.**

Company Name

**14740 Ramona Ave, Chino, CA 91710**

Company Address
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business:

- Individual
- Partnership
- Limited Liability Company
- Corporation
- Trust
- Other

Business Name: Creative Bus Sales, Inc.

Business Address:

14740 Ramona Avenue

Chino, CA 91710

Business Telephone: 800-326-2877

Disclosure of Ownership and Principals:

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. “Business entities” include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

Full Name

Tony Matijevich

TJ Matijevich

Vicki Matijevich

Terry McCrea

Title

President

Vice President

Secretary

CFO

For Real Property Transactions, pursuant to NRS 244.2795.1(b), (c), and 3, list all sources of income that may constitute a conflict of interest and any relationship with the real property owner or the owner of an adjoining real property:

n/a

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature / Capacity

Marcus Hoffman

Print Name

Date
October 25, 2018

Ken Morgel
Braun Corporation
631 W. 11th Street
Winamac, IN 46996

Re: TVM DBE Goal Concurrence/Certification Letter – Fiscal Year 2019

Dear Mr. Morgel:

This letter is to inform you that the Federal Transit Administration’s (FTA) Office of Civil Rights has received Braun Corporation’s Disadvantaged Business Enterprise (DBE) goal and methodology for FY 2019 for the period of October 1, 2018–September 30, 2019. This goal submission is required by the U.S. Department of Transportation’s DBE regulations at 49 CFR Part 26 and must be implemented in good faith.

We have reviewed your FY 2019 DBE goal and determined that it is compliant with DOT’s DBE regulations. You are eligible to bid on FTA-funded transit contracts. This letter or a copy of the TVM listing on FTA’s website may be used to demonstrate your compliance with DBE requirements when bidding on federally funded vehicle procurements.

FTA reserves the right to remove/suspend this concurrence if your DBE program or FY 2019 DBE goal is not implemented in good faith. In accordance with this good faith requirement, you must submit your DBE Uniform Report to FTA by December 1, 2018. This report should reflect all FTA-funded contracting activity for the second period of FY 2018 (i.e., from April 1 to September 30).

Please also be mindful that your FY 2020 DBE goal methodology must be submitted to FTA by August 1, 2019. Any significant updates to the program plan must be submitted to FTA as they occur. Thank you for your cooperation. If you have any questions regarding this approval, please contact the FTA DBE Team via e-mail at FTATVMSubmissions@dot.gov.

Sincerely,

John Day
Program Manager for Policy
and Technical Assistance
Office of Civil Rights
BUSINESS LICENSE

City of Boulder City
401 California Ave.
Boulder City, NV 89005
(702) 293-9219

THIS LICENSE EXPIRES 06/30/2020

CATEGORY: RETAIL
TYPE: AUTOMOBILE SALES

CREATIVE BUS SALES INC
14740 RAMONA AVE
CHINO, CA 91710 USA

LICENSE IS HEREBY GRANTED IN ACCORDANCE WITH THE PROVISIONS OF THE BOULDER CITY MUNICIPAL CODE, TO OPERATE THE BUSINESS DESIGNATED HEREON AT THE ADDRESS BELOW.

Business Address: 710 WELLS ROAD BOULDER CITY NV 89005

By ________________________ LICENSE OFFICER

This License is NOT Transferable

License Copy

KEEP THIS COPY FOR YOUR RECORDS

BUSINESS LICENSE

City of Boulder City
401 California Ave.
Boulder City, NV 89005

THIS LICENSE EXPIRES 06/30/2020

Business Owner: CREATIVE BUS SALES INC
Address: 14740 RAMONA AVE
CHINO, CA 91710 USA

CATEGORY: RETAIL
TYPE: AUTOMOBILE SALES
BUSINESS ADDRESS:
710 WELLS ROAD BOULDER CITY NV 89005

LICENSE IS HEREBY GRANTED IN ACCORDANCE WITH THE PROVISIONS OF THE BUSINESS LICENSE ORDINANCE, TO OPERATE THE BUSINESS DESIGNATED HEREON AT THE ADDRESS BELOW FOR THE PERIOD SHOWN.

By ________________________ LICENSE OFFICER

Brady Prestwich
Congratulations !!!

Thursday, December 21, 2017

The following Business License was successfully Renewed

Please print this page for your records. Your new License and/or Registrations will arrive by mail in 7-10 days.

<table>
<thead>
<tr>
<th>Business Name</th>
<th>CREATIVE BUS SALES INC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business License Number</td>
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<td>Total Amount Charged</td>
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Thank you for using DMV Online Services.

CLOSE

Contact Us
Compliance Enforcement Division
555 Wright Way
Carson City, NV
89711-0725

Contact Us
Motor Carrier Division
Motor Fuel Section
555 Wright Way
Carson City, NV
89711-0725
The all-new Dodge Simple Stow™ Infloor is a cost-effective, ADA compliant conversion that allows operators to easily and safely accommodate both wheelchair and ambulatory passengers. This application features a manual infloor ramp with a stow/deploy handle for easy operation.

- ADA Compliant
- 56.25” door opening height
- All-new manual infloor ramp with stow/deploy aid
- 30” ramp width (31.625” wide with stow/deploy aid removed)
- 1,000 lb ramp capacity
- Automatic fold up/down sideplates
- Buy America Compliant
- Optional 2nd row Freedman 2 passenger seat
- 5” loaded ground clearance

All-New BraunAbility® Dodge Simple Stow™ Infloor

ADA Compliant - Buy America Compliant

The all-new Dodge Simple Stow™ Infloor is a cost-effective, ADA compliant conversion that allows operators to easily and safely accommodate both wheelchair and ambulatory passengers. This application features a manual infloor ramp with a stow/deploy handle for easy operation.
ADA Compliant
56.5” Door Height
32” Wide Manual Infloor Ramp
1000 lb Ramp Capacity
5” Loaded Ground Clearance
2” Automatic Flip Up/Fold Down Side Rails

Removable Deploy Aid (30” Ramp Clearance)
2nd Row 2 Passenger Bench Option
Removable Front Seating
Fully Crash Tested
Altoona Tested
TRC Durability Tested

800.THE.LIFT  800.843.5438  braunability.com
The RoadRunner 360° camera delivers the highest quality video and a wider field of view - maximizing coverage, eliminating blind spots and reducing installation and maintenance costs in transit bus and rail applications.

- **Wider Video Coverage**
  - 180° (H) x 180° (W)

- **Unprecedented Detail**
  - 2560x2048 (5 megapixels)

- **Privacy Masking**
  - 16 privacy zones including driver area

- **Secure Video**
  - Source video is forensically retained

- **Viewing Options**
  - Multiple layout options - split screens or panoramic

- **Easy Installation**
  - PoE auto-connection, fewer cameras

*RoadRunner 360° cameras are compatible with all RoadRunner HD™ and RoadRunner 4K™ Recorders*
RoadRunner™ High Definition 360° Camera

Main + 4 Camera Views

Panoramic View

Panoramic + 4 Cameras Views

360° Camera Features

<table>
<thead>
<tr>
<th>Feature</th>
<th>Specification</th>
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<tbody>
<tr>
<td>High Resolution, PoE:</td>
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<tr>
<td>Auto-Connect:</td>
<td>✓</td>
</tr>
<tr>
<td>Low-Light:</td>
<td>✓</td>
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<tr>
<td>Vandal-Resistant:</td>
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<tr>
<td>Field of View (FOV):</td>
<td>H: 180°; V: 180°</td>
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<tr>
<td>Resolution:</td>
<td>2560x2048</td>
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<td>1536x1536</td>
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<td>Min. Illumination (Color):</td>
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<td>CCD:</td>
<td>1/1.8” CMOS</td>
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<tr>
<td>Dimension (Diameter):</td>
<td>155mm x 48mm</td>
</tr>
<tr>
<td>Additional Features:</td>
<td>ePTZ, De-Warping and Panoramic Modes</td>
</tr>
<tr>
<td>Model:</td>
<td>RR-HDC360</td>
</tr>
</tbody>
</table>

Standard 10 Camera System = 7 Cameras with 360° Coverage

Standard 16 Camera System = 12 Cameras with 360° Coverage

• Full coverage inside vehicle
• Reduces quantity of onboard cameras
• Eliminates blind spots

RoadRunner™ High Definition 360° Camera

Features and Specifications are Subject to Change without Notice. v 1.0
Technical Specifications and Product Information
RoadRunner™ MRH System - Uninterruptable Power Supply: RR-UPS-S

The Uninterruptable Power Supply temporarily powers the RoadRunner™ recorder during a power interruption or complete power loss for short-term recording before safely shutting down.

Features:
- Transmits a signal to the DVR to initiate a safe shutdown - protecting data and video during a power loss event.
- Performs short-term video recording during a power interruption or after a complete power loss before safely shutting down.
- Error detection and reporting provides voltage input data.
- Uses SuperCap technology featuring high energy density and long-term reliability.
- Easy to install, plugs directly into the DVR.

Specifications:
- Input Voltage: 10.5 – 36 VDC
- Input Connector: AMP 3 Position Crimp MATE-N-Lock Connector, Female Pins
- Output Connector: AMP 3 Position Crimp MATE-N-Lock Connector, male Pins
- Auxiliary Power Connector: Molex 2-Position Mini-fit Jr. Plug w/ Male Pins
- Power Consumption: 12W
- Power Output: 80W Maximum
- Back-Up Time: 1 minute, 12 sec (fully loaded MRH with camera IR turned on)
- Temperature Rating: -40°F to 140°F (-40°C to 60°C)
- Dimensions (WxHxD): 3" x 4.3" x 12.5"
- Weight: 8 lbs.
- Testing and Certifications: EN 55022 AC Mains Class A for Conducted Emissions and Class A Radiated Emissions; SAE J1455 for Mechanical Vibration and Shock; ISO 7637-2:2004(E); Load Dump Transient (Suppression via internal usage of diodes, zener diodes, varistors, damping resistors, capacitors, suppression filters and active circuits.)

Features and Specifications are Subject to Change without Notice
Apollo Video Technology’s mSET Software™ delivers streamlined, fleet-wide management of RoadRunner™ mobile recording systems and provides enhanced tools and information to proactively manage surveillance, optimize system health, streamline operations, improve operator performance and enhance safety.
mSET redefines software management systems and streaming video with an innovative, state of the art browser-based management system. Building upon years of experience and feedback from transit agencies around the globe, mSET delivers a multi-functional fleet software management system to review and store video clips, track maintenance, monitor health, and improve operator performance.

**Deployment Options**

mSET is available as an on-premise solution or as a fully hosted subscription service. Please see the technical specifications for deployment options.

**Manage Maintenance and Assets**

- Simplified troubleshooting with detailed error reports for faster resolution and improved vehicle uptime
- Searchable, sortable fields by event type makes investigating maintenance and system problems faster and easier
- Classify video clips with customized tags to easily group and locate video clips, allowing users to organize video evidence and manage the video review workflow per agency needs
- Chain of custody reports identify all user activity related to video clips, live view, and video playback
- Intelligent tracking feature provides privacy and eliminates the need for individual workstation upgrades

**Improve Efficiency**

- Email notifications and customizable alerts of system health and maintenance issues provide up-to-date fleet management updates
- Fleet-wide monitoring of Recorder and camera health ensures proper operation
- Fleet-wide monitoring of Recorder and camera health simplifies troubleshooting and information at a glance
- Intuitive user interface streamlines workflows and improvements over time
- Live video may be reviewed simultaneously by multiple video clips via customized links
- Classify video clips with customizable links to easily group and locate video clips, allowing users to organize video evidence

**Improve Safety, Mitigate Risk**

- 360° view of each vehicle — mSET enables continuously accessible video and fleet information, even when vehicles are outside of network range — improving security, maintenance, and management of fleet operations
- Email notifications and dashboard data of system health and maintenance issues provide up-to-date fleet management updates
- System health interface is fitted with real-time, interactive elements to visually track and eliminate manual system checks
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- System health interface is fitted with real-time, interactive elements to visually track and eliminate manual system checks

**Search by Location**

- Broadcast video data to every user at any time
- Access to event video clips helps plan maintenance and ensure peak efficiency and reliability throughout fleet
- Chain of custody reports identify all user activity related to video clips, live view, and video playback
- Intelligent tracking feature provides privacy and eliminates the need for individual workstation upgrades

**Search by Location**

- RoadRunner 4K™
- RoadRunner HD™
- RoadRunner Element™
- RoadRunner™ MRH
- RoadRunner™ MR

**Operator Performance**

- Capture the ability of the total workforce to operate vehicles to capture and reduce liability
- Capture the ability of the total workforce to operate vehicles to capture and reduce liability
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- Capture the ability of the total workforce to operate vehicles to capture and reduce liability

**Increase Accessibility**

- mSET enables community access to video information, even when vehicles are outside of network range
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- mSET enables community access to video information, even when vehicles are outside of network range

**Streamline Viewing**

- mSET and mSET Recorder web-based viewing features provide an easy way to view video clips
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**Manage Secure Video Evidence**

- mSET and mSET Recorder web-based viewing features provide an easy way to view video clips
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**Increase Maintenance and Assets**

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**Streaming Video**

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**Search by Location**

- View last location of each fleet vehicle with intuitive mapping
- Request clips from user-defined locations across an entire fleet to obtain video clips when specific time and vehicle are unknown
- Search for video by location, time, event and/or vehicle speed
- Search for video by location, time, event and/or vehicle speed
- Search for video by location, time, event and/or vehicle speed
- Search for video by location, time, event and/or vehicle speed

**Search by Location**

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- Search for video by location, time, event and/or vehicle speed
- Search for video by location, time, event and/or vehicle speed
COMPATIBILITY
Compatible with all RoadRunner Recorders, mSET delivers a fleet-wide solution regardless of the age or size of the systems in your fleet. From paratransit systems with two or more cameras to articulated buses or trains with up to 16 cameras, mSET is seamless and scalable for expanding fleets — simply purchase additional licenses to coincide with new vehicle purchases.

OPTIMIZED FOR CONVENIENCE
• Graphical data indicators to easily determine connection status and administer set-up parameters for each vehicle
• Dashboard display provides access to desired data and detailed printable reports
• LDAP user verification ensures data is accessible and secure
• Intuitive, browser-based system provides access from nearly every device

mSET Software provides all the information and tools required to proactively manage on-board video surveillance systems. Designed specifically for transit environments, mSET simplifies video management, enhances the use and availability of information, maximizes resources and increases vehicle uptime.

APOLO VIDEO TECHNOLOGY'S
mSET Software provides all the information and tools required to proactively manage on-board video surveillance systems.

ORDERING INFORMATION*

<table>
<thead>
<tr>
<th>Model</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>mSET</td>
<td>mSET Base Software, Single-Server License</td>
</tr>
<tr>
<td>mSET-SC</td>
<td>mSET Software, SmartClip Single-Server License</td>
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<tr>
<td>mSET-SC-L</td>
<td>mSET Software, SmartClip Single-Vehicle License</td>
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<tr>
<td>mSET-H</td>
<td>mSET Software, Health Single-Server License</td>
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<tr>
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<td>mSET Software, Health Single-Vehicle License</td>
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<tr>
<td>mSET-OP</td>
<td>mSET Software, Operator Performance Single-Server License</td>
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<td>mSET-L</td>
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<td>mSET-AM</td>
<td>mSET Software, Asset Management Single-Server License</td>
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<tr>
<td>mSET-AM-L</td>
<td>mSET Software, Asset Management Single-Vehicle License</td>
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</tbody>
</table>

* All models are for perpetual licenses. Server licenses include 3 years of software maintenance at no additional charge. Please contact sales for more information about hosted and hybrid solutions.
The RoadRunner 4K system delivers the clearest, highest quality video and optimal network performance in any mobile application. With four times the resolution of standard high definition video, RoadRunner 4K provides superb video clarity and better coverage to support advanced analytics. Providing the clearest video evidence, the RoadRunner 4K Mobile Recorder is the most user-friendly and technologically advanced video surveillance solution for intelligence, safety and efficiency in transit.
UNPRECEDENTED QUALITY
4K video delivers the clearest, highest quality video, supporting advanced analytics. Excellent zoom capabilities capture license plates and other details with superior clarity.

SUPERIOR FLEXIBILITY
Supporting complete fleets of all vehicle types, the RoadRunner 4K system is available in several compatible and interchangeable formats for recording 4K video with 4, 8, 12 or 16 IP cameras.

RUGGED AND RELIABLE
Designed and manufactured specifically for transit applications, the RoadRunner Recorder is MIL-Spec and SAE-rated for proven durability and reliability in harsh mobile applications.

EXCEPTIONAL NETWORK CAPABILITIES
The RoadRunner 4K Recorder provides excellent video streaming capabilities and faster network transfer through superior H.265 compression. It is wireless ready for use with any TCP/IP based network, and is compatible with existing wireless 802.11 and cellular devices.

RoadRunner 4K™ Ultra High Definition Mobile Recording System

Standard Features:
- 16, 12, 8 or 4 camera models; 18 audio inputs
- 4K recording up to 3840 x 2160 pixels — adjustable for each camera
- Recording rates up to 480 images per second at 4K resolution, and an additional 480 frames at 720p HD-resolution
- PoE digital and analog camera support
- Months of on-board recording with removable storage drives up to 1TB
- Greater image quality for advanced video analytics
- Built-in 3-axis accelerometer
- The interactive speed and mapping interface provides easy searching supported by built-in or external GPS receiver
- MIL-Spec and SAE-rated for shock and vibration
- Integrated event switch with "heartbeat" health indicator
- License-Free Rm™ (RoadRunner Secure Management) Software is included for easy remote viewing, playback and administration; and is backward compatible, providing a seamless, fleet-wide solution
- Video is encrypted to ensure authenticity
- Optional password protection and embedded player provides secure and efficient review of video
- Wireless ready for use with any TCP/IP based network
- Optional embedded 802.11b/c WiFi capabilities allows up to 64 user definable GeoFence Client/AP switching modes
- Fully compatible with VM (Vehicle Information Management) Software for fleet-wide management, advanced chain of custody reporting, health monitoring and more
- No additional charge
- License-free for unlimited users
- Lifetime updates at no additional charge
- License-free for unlimited users
- Adjustable display and multi-screen support
- Adjustable display and multi-screen support
- Ideal for all vehicle types
- The RoadRunner 4K system is designed for maximum video coverage on all vehicle types.
- All RoadRunner systems are fully compatible, interchangeable and utilize the same software — regardless of the number of cameras supported, providing an ideal fleet-wide solution.

Event and High Quality Recording
Covers short-term 4K recording video for critical events at maximum resolution, delivering the clearest video for improved analytics processes and essential video evidence.

Long-Term Recording
Simultaneously records 720p video for long-term video storage to easily fulfill data retention requirements.
**Interior Cameras**

*All HD cameras are compatible with RoadRunner 4K Recorders*

**Forward-Facing Camera, 4K | RR-4KCF1; RR-4KCF2**
- Auto-Connect
- Fully Adjustable Mount
- Varifocal Lens

**Forward-Facing Camera, HD | RR-HDCF1; RR-HDCF2**
- Auto-Connect
- Fully Adjustable Mount
- Varifocal Lens

**360° Camera | RR-HDC360°**
- Auto-Connect
- IR Cut Filter for Day/Night Operation
- Vandal-Resistant

**Forward-Facing Dome, RR-HDCTDF100**
- Auto-Connect
- Vandal-Resistant

**Exterior Cameras**

*All HD cameras are compatible with RoadRunner 4K Recorders*

**Wedge Camera, RR-HDCW1**
- Auto-Connect
- Vandal-Resistant
- Vanfocal Lens
- IP66 Outdoor Rated

**Exterior Tapered Dome, RR-HDCTD**
- Auto-Connect
- Vandal-Resistant
- IP68 Outdoor Rated

**RoadRunner Wireless Solutions**

**Cellular | WC330**
- 3G/4G/LTE cellular
- 802.11 ac

**Cellular | WC320**
- 3G/4G/LTE cellular
- 802.11 b/g/n

**Wireless Access Point | WT230**
- 802.11 a/b/g/an/ac Wave 2

**Accessories**

*All HD accessories are compatible with RoadRunner 4K Recorders*

- Removable 4K Hard Disk Drive (2.0TB - 10TB) | RR-4K****HDD
- Removable 4K Solid State Drive (2.0TB) | RR-4K2000SSD
- Drive Adapter | RR-HDHD4
- GPS Antenna | RR-HDAGPS
- External Accelerometer | RR-HDVA1
- Uninterruptible Power Supply | RR-HDUPS-S; RR-HDUPS-B
- Power Loss Data Protector | RR-HDPLDP
- 8” LCD Display | RR-HDLCD8; 10” LCD Display | RR-HDLCD10
- 15” LCD Display | RR-HDLCD15; 19” LCD Display | RR-HDLCD19

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**System Diagram**

[Diagram showing the RoadRunner 4K system components and their connections]

**Remote Access**
- (Live, Playback & Admin)

**802.11ac; LAN/WAN; Cellular**

**Removable Drive**

**Playback & Archiving**

**Onboard Programming, Viewing & Archiving**

**Live Video Streaming**

**RoadRunner 4K Recorder**

**Reaction Viewer**

**RoadRunner Wireless Solutions**

**Exhibit A – Bid Proposal**

**Contract No. 19-058**

**Features and Specifications are Subject to Change without Notice**

v2.0/1017
EXHIBIT B
(to the Owner-Contractor Agreement)

INSURANCE REQUIREMENTS

1. Format/Time: The Company shall provide RTC with Certificates of Insurance, in strict accordance with the “SAMPLE Goods & Services Insurance Certificate” found on the RTC Purchasing & Contracts webpage at http://www.rtcnv.com/about-the rtc/doing-business-with-the rtc/ for coverages as listed below, and attach separate endorsements affecting coverage required by this Contract within seven calendar days after the award by the RTC. All policy certificates and endorsements shall be signed by a person authorized by that insurer. The insurer must be licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods. The Company shall forward updated certificates of insurance and endorsement(s) when policies are renewed or changed.

2. Best Key Rating: The RTC requires insurance carriers to maintain during the contract term, a Best Key Rating of A, with a Financial Strength of VII or higher.

3. RTC Coverage: The RTC, its officers and employees must be expressly covered as additional insureds except on auto liability, workers’ compensation and professional liability insurance coverages. The Company’s’ insurance shall be primary as respects the RTC, its officers and employees.

4. Endorsement/Cancellation: The Company’s’ general liability insurance policy(ies) shall be endorsed to recognize specifically the Company’s’ contractual obligation of additional insured to RTC.

5. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $25,000, unless listed as an exception with the bid or proposal and approved in writing by the RTC.

6. Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000. General Aggregate limit applies per location (LOC) for non-construction projects and per Project for construction projects.

7. Commercial General Liability: Subject to Paragraph 6 of this exhibit, the Company shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a “per occurrence” basis only, not “claims made,” and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. The RTC shall be named as an Additional Insured under the Commercial General Liability policy of insurance per standard ISO endorsement forms 2010 (07/04) for ongoing operations and 2037 (07/04) for products/completed operations, or their equivalent. General Aggregate limit applies per location (LOC) for non-construction projects and per Project for construction projects.

8. Automobile Liability: Subject to Paragraph 6 of this exhibit, the Company shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used for the performance of services under this Contract. As an alternative to the specified auto coverage, the RTC will accept all owned, hired and non-owned or symbols 2, 8 and 9.

9. Workers’ Compensation and Employers’ Liability: The Company shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers’ compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Company that is a sole proprietor shall be required to submit an affidavit (sample on the RTC Purchasing & Contracts website at http://rtcnv.com/about/business/ ) indicating that the Company has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. If any of the work to be provided will be performed out of the state of Nevada, then any Workers Compensation policy must include an “all states endorsement” that provides for coverage in any state. The endorsement must include the broadening of coverage to meet the applicable laws in that state.
10. The Supplier shall provide Employers’ Liability covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee. The coverages required are as follows: Non-Project specific, occurrence basis, $1,000,000 bodily injury by accident, $1,000,000 bodily injury by disease, and $1,000,000 policy limited.

11. Professional Liability: NOT USED

12. Failure To Maintain Coverage: If the Company fails to maintain any of the insurance coverages required herein, RTC may withhold payment, order the Company to stop the work, declare the Company in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. RTC may collect any replacement insurance costs or premium payments made from the Company or deduct the amount paid from any sums due the Company under this Contract.

13. Additional Insurance: The Company is encouraged to purchase any such additional insurance as it deems necessary.

14. Damages: The Company is required to remedy all injuries to persons and damage or loss to any property of RTC, caused in whole or in part by the Company or its subcontractors or anyone employed, directed or supervised by Company.

15. Cost: The Company shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

16. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the RTC’s third party insurance compliance tracking service provider, Insurance Tracking Services, Inc., certcontrol@instracking.com and cc hizont@rtcinc.com

17. Insurance Form Instructions: The following information must be filled in by the Company’s Insurance Company representative:

   Insurance Broker’s name, complete address, telephone and fax numbers

   Company’s name, complete address, telephone and fax numbers

   Commercial General Liability (per occurrence)
   - Deductible
   - Policy Number
   - Policy Effective Date
   - Policy Expiration Date
   - General Aggregate ($2,000,000) General Aggregate limit applies per location (LOC) for non-construction projects and per Project for construction projects.
   - Products-Completed Operations Aggregate ($2,000,000)
   - Personal & Advertising Injury ($1,000,000)
   - Each Occurrence ($1,000,000)
   - Fire Damage ($50,000)
   - Medical Expenses ($5,000)

   Automobile Liability (per occurrence and any Auto or All Owned, Non-Owned and Hired or symbols 2, 8 and 9)
   - Deductible
   - Policy Number
   - Policy Effective Date
   - Policy Expiration Date
   - Combined Single Limit ($1,000,000)

   Worker’s Compensation and Employer’s Liability
   - Deductible
   - Policy Number
   - Policy Effective Date
   - Policy Expiration Date
   - WC Statutory Limits
   - Employer’s Liability Each Accident ($1,000,000)
Employer’s Liability Disease – Each Employee ($1,000,000)
Employer’s Liability Disease – Policy Limit ($1,000,000)

Description: Contract No. 19-058; Project Title: **ADA LOW-FLOOR MINIVANS** (must be identified on the initial insurance form and each renewal form)

Certificate Holder:
Regional Transportation Commission of Southern Nevada, its officers, employees, and agents
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 198
Long Beach, CA  90801-0198

The Certificate Holder, Regional Transportation Commission of Southern Nevada, its officers, employees, and agents must be named as an additional insured.

The RTC requires that all endorsements accompany the certificates when emailed to the Purchasing Representative specified above.
EXHIBIT C

FEDERAL CONDITIONS - ROLLING STOCK

It is a requirement of the Federal Government that activities financed, in part, with Federal funds and performed by a third party contractor and its subcontractors on behalf of a Federal grantee must be carried out in accordance with Federal requirements.

Activities performed resulting from the original contract to this and any other prior or subsequent contract amendments thereto are financed, in part, by a grant from the United States Department of Transportation (DOT), Federal Transit Administration (FTA), and are therefore subject to the applicable grant terms, conditions, and regulations.

Accordingly, any contractor and its subcontractors performing activities under this contract must adhere to the Federal regulations stated herein as a condition of satisfactory performance.

All subcontracts and subcontractors employed as a result of this contract are subject to the same conditions and regulations as set forth herein unless specifically exempted.

The prime contractor shall ensure that its subcontractors at all tiers are made aware of and comply with these Federal regulations. The prime contractor will be held liable for compliance failures by its subcontractors.

Failure to comply will render the prime contractor responsible for damages and/or contract termination.

NOTE to distributors, dealers, and manufacturer representatives responding to this solicitation in lieu of the manufacturer they represent:

Certifications contained herein shall be separately prepared and signed by the BIDDER and THE MANUFACTURER. One set of certifications must be prepared and signed by the bidder, and one set of certifications must be prepared and signed by the manufacturer the bidder represents. It is the bidder's responsibility to obtain the prepared and signed certifications from the manufacturer and include them in the bid. Bids failing to include both sets of prepared and signed certifications will be rejected as being non-responsive.

1. FALSE OR FRAUDULENT STATEMENTS & CLAIMS

By executing any contract resulting from this solicitation, the contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties under the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 ET SEQ., U.S. DOT regulations, and 49 C.F.R. Part 31.
2. **RIGHTS IN DATA & COPYRIGHTS**

The contractor selected as a result of this solicitation agrees that, as applicable, the use of any data produced or delivered under the terms of said contract, including, but not limited to, engineering drawings and associated lists, specifications, process sheets, and technical reports, shall be governed by provisions of 49 C.F.R. § 18.34. In addition, the contractor agrees that it will not publish such data without the written consent of the RTC, and, if appropriate, the Federal Government.

3. **NO FEDERAL GOVERNMENT OBLIGATIONS**

Although any contract resulting from this solicitation shall be funded with Federal grant funds, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to the contractor, or any other person other than the RTC in connection with the performance of the contract. Notwithstanding any concurrence that may be provided by the Federal Government in or approval of any solicitation or contract, the Federal Government has no obligations or liabilities to any party, including the contractor.

4. **AUDIT & INSPECTION OF RECORDS**

The contractor selected as a result of this solicitation agrees that the RTC, the Comptroller General of the United States, and the 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. Further, said contractor agrees to maintain all required records for at least three (3) years after the RTC has made final payment and all other pending matters are closed.

5. **FEDERAL CHANGES**

This project is funded in part by a grant from the Federal Transit Administration (FTA). Federal laws, regulations, policies, and related administrative practices are applicable to the project on the date the grant was authorized by the FTA and may be modified from time to time. The Contractor is hereby instructed that the most recent of such Federal requirements will govern the administration of the project at any particular time, except if FTA issues a written determination otherwise. Federal requirements applicable to this project may change and the changed requirements will apply to the project as required, unless the Federal Government determines otherwise.

6. **PATENT RIGHTS**

If any invention, improvement, or discovery of the RTC or any contractor or subcontractor is conceived or first actually reduced to practice in the course of or under any contract resulting from this solicitation, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the RTC and the contractor or any
subcontractor shall notify the FTA immediately and provide a detailed report. The rights and responsibilities of the RTC, the contractor or subcontractor of any tier, and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

7. NOTIFICATION OF FEDERAL PARTICIPATION

In any announcement of any third party contract involving Federal Transit Administration (FTA) grant funds for goods or services (including construction services) having an aggregate value of $500,000 or more, the RTC will specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

8. TERMINATION FOR CONVENIENCE

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

9. TERMINATION FOR DEFAULT

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

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the RTC.

10. PROTEST PROCEDURES

a. REGIONAL TRANSPORTATION COMMISSION PROTEST PROCEDURES

Procurement protest procedures of the Regional Transportation Commission are published elsewhere in this solicitation. These are the procedures to follow regarding a protest to this procurement solicitation.

b. FEDERAL TRANSIT ADMINISTRATION PROTEST PROCEDURES
The Federal Transit Administration (FTA) may entertain a protest only if the protest alleges that the RTC failed to have or follow written protest procedures. Such a protest must be filed, in accordance with FTA Circular 4220.1E, as updated, with the FTA not later than five (5) working days after the RTC renders a final protest decision, or five (5) working days after the protestor knows or has reason to know that the RTC has failed to render a final decision. Under the following conditions, RTC may proceed with the procurement in spite of a pending protest: (1) The items described to be procured are urgently required; (2) Delivery or performance will be unduly delayed by failure to make the award promptly; or, (3) Failure to make prompt award will otherwise cause undue harm to the RTC or the Federal Government.

11. THIRD PARTY CONTRACT DISPUTES OR BREACHES

The federal government has a vested interest in the settlement of any dispute, default, or breach involving any federally-assisted third party contract. Therefore the RTC shall pursue all legal rights available under any third party contract involving FTA funds. The federal government reserves the right to concur in any compromise or settlement of any claim by the RTC involving any third party contract.

Accordingly, the RTC shall notify the federal government of any current or prospective major disputes, breach, or litigation pertaining to any contract resulting from this solicitation. Prior to seeking to name the federal government as a party to any type of litigation for any reason involving said contract, RTC will first inform the federal government before doing so.

12. EMPLOYEE PROTECTIONS

The requirements of the clauses in 29 C.F.R. Section 5.5(b) or the immediately following subsections (a-e) of this Invitation for Bid are applicable to any contract resulting from this solicitation subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. Section 5.1.

The records to be maintained shall be made available by the Contractor and subcontractors for inspection, copying, or transcription by authorized representatives of the FTA, the U.S. DOT, or the Department Labor, and the Contractor and subcontractors will permit such representatives to interview employees during working hours on the job.

a. Overtime Requirements

No Contractor or subcontractors contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such
work week.

b. **Violation; Liability for Unpaid Wages; Liquidated Damages**

In the event of any violation of the requirements of 29 C.F.R. Section 5.5(b) (1), the Contractor and any subcontractors responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractors shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of 29 C.F.R. Section 5.5(b) (1) in the sum of $10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by 29 C.F.R. Section 5.5(b) (1).

c. **Withholding of Unpaid Wages and Liquidated Damages**

The RTC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor, or any subcontractors under any such contract or any other federal contract with the same prime Contractor or any other federally-assisted contract subject to the contract work hours and safety standards act which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractors for unpaid wages and liquidated damages as provided in the clause set forth at 29 C.F.R. Section 5.5(b)(2).

d. **Subcontracts**

The Contractor and subcontractors shall insert in any subcontracts the clauses set forth in the "Employee Protections" section of this Contract or Agreement and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by subcontractors or lower tier subcontractor with the clauses set forth in the "Employee Protections" section of this Contract or Agreement.

e. **Payroll and basic records**

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserve for a period of three years thereafter for all labors and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project.) Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of
wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

13. **EQUAL EMPLOYMENT OPPORTUNITY**

The contractor selected as a result of this solicitation agrees and assures the compliance of each third party contractor and subcontractor at any tier of the project, with all Equal Employment Opportunity (EEO) requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements FTA may issue.

The contractor selected agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, 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 shall insert the foregoing provision in all subcontracts, except subcontracts for standard commercial supplies, raw materials, or construction.

14. **ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES**

The contractor selected as a result of this solicitation shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; 49 U.S.C. Section 5301(d); and the following regulations and any amendments thereto:

a. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

b. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and
Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;


e. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;


h. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

i. TA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609

j. U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194; and

k. Any implementing requirements FTA may issue

15. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Contractor selected as a result of this solicitation shall comply, and assure the compliance by its subcontractors under this project, with all requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000d et seq., and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements FTA may issue.

16. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

Pursuant to Title 49, Code of Federal Regulations (C.F.R.), Part 26, and Section 1101 (b) of TEA-21, 23 U.S.C. § 1010 note, a Contractor, as a condition of being authorized to respond to
this solicitation, must certify by completing “DISADVANTAGED BUSINESS ENTERPRISES (DBE) APPROVAL CERTIFICATION” (Section 1.1.6.7), located on page FC-16 of this solicitation, that it has on file with the Federal Transportation Administration (FTA) an approved or not disapproved annual DBE subcontracting participation goal. The Contractor must submit this certification with their bid or offer: failure to submit this certification with the bid or offer will render the Contractor’s entire submission non-responsive and thereby disqualified.

The Contractor agrees and assures that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract, or sub-agreement supported with Federal assistance derived from U.S. DOT or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The Contractor agrees to take all necessary steps set forth in 49 C.F.R Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and sub-agreements supported with Federal assistance derived from U.S. DOT. The Contractor’s DBE program, as required by C.F.R 49 Part 26 and approved by U.S. DOT, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. Implementation of this DBE program is a legal obligation, and failure to carry out its terms shall be treated as a violation of the Grant Agreement or Master Agreement. Upon notification by U.S. DOT to the Contractor of its failure to implement its approved DBE program, U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

17. ENERGY CONSERVATION

The contractor selected as a result of this solicitation shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

18. ENVIRONMENTAL REQUIREMENTS


The Contractor also recognizes that U.S. EPA, FHWA, and other Federal agencies have issued, and in the future are expected to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Project. Thus, the Contractor agrees to comply, and assures the compliance of each sub-contractor and third party contractor, with any such Federal requirement as the Federal Government may now or in the future promulgate.

19. CLEAN AIR (AIR QUALITY)
The Contractor, by responding to this solicitation, acknowledges that any facilities or equipment acquired, constructed, manufactured, or improved for which the Contractor is responsible as part of any project resulting from a contract or agreement with the RTC may be subject to the following Environmental Protection Agency (EPA) regulations, as applicable to the project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures,” 40 C.F.R. Part 86; and “Fuel Economy of Motor Vehicles,” 40 C.F.R. Part 600.

The Contractor agrees to comply with the notification of violating facility requirements of Executive Order No. 11738, “Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans,” 42 U.S.C § 7606 note.

20. CLEAN WATER

The Contractor acknowledges that any facilities or equipment acquired, constructed, manufactured, or improved for which the Contractor is responsible as a part of any project resulting from a contract or agreement with the RTC may be subject to complying with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. In addition:

a. The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f et seq.


21. CLEAN AIR AND CLEAN WATER

As a condition of satisfactory contract performance, the contractor agrees to include in each third party contract, and sub-agreement exceeding $100,000.00, adequate provisions to ensure that participants report the use of facilities considered to be placed on U.S. EPAs “List of Violating Facilities,” refrain from using violating facilities, report violations to the FTA and the Regional U.S. EPA Office, and comply with the inspection and other requirements of the following:

a. Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, as well as other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.; and,

b. Section 508 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1368, as well as other requirements of the Federal Water Pollution Control Act, as

22. **BUY AMERICA**

The Buy America requirement provides that Federal funds may not be obligated for mass transportation projects unless all iron, steel, and manufactured products as defined by the Federal Transit Administration, used in the projects as are produced in the United States, except as provided in 49 CFR, Sections 661.7 and Section 661.11.

This solicitation and the resulting contract are subject to the Buy America requirements of 49 U.S.C. § 5323 (j) and the Federal Transit Administration’s implementing regulations found at 49 CFR Part 661. Any Contractor who submits a written response to this procurement solicitation must certify and submit either the compliance or the non-compliance "Buy America Certificate." Failure to submit this certification with its offer will render the Contractor's entire submission non-responsive and thereby disqualified. This certification is set forth in this solicitation on page FC-15. A bidder who seeks to establish grounds for an exception to this requirement must follow the procedure in the section entitled "Exceptions to Bid."

The submission of a false certification is a criminal act and in violation of 18 U.S. Code 1001.

23. **FLY AMERICA**

The Contractor, by responding to this solicitation, agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 C.F.R. Part 301.10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier. In any event, the Contractor shall provide a certificate of compliance with the Fly America requirements.

The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

24. **CARGO PREFERENCE: USE OF UNITED STATES-FLAG VESSELS**

The contractor selected as a result of this solicitation agrees to comply with the requirements of 46 C.F.R. Part 381, as they apply to this project:

a. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo...
liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

b. To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of lading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the recipient (through the prime contractor in case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project.

c. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

25. RESTRICTIONS ON LOBBYING

The Contractor understands that in accordance with 31 U.S.C. 1352, and U.S. DOT regulations, "New Restrictions on Lobbying,” 49 C.F.R. Part 20, they must provide a certification to the RTC that they have not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352.

Any Contractor who submits a written response to this procurement solicitation must certify and submit with their offer the “Certification Regarding Lobbying” on page FC-17. Failure to submit this Certification will render the Contractor's entire submission non-responsive and disqualified.

26. DEBARMENT AND SUSPENSION

The terms of the U.S. Department of Transportation regulation, "Suspension and Debarment of Participants in DOT Financial Assistance Programs," 49 C.F.R. Part 29, are applicable to any agreement or contract exceeding $25,000.00. Therefore, any Contractor who submits a written response to this procurement solicitation is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor must sign and submit with their bid the "Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions" on page FC-18. Failure to submit this Certificate will render the Contractor's entire submission non-responsive and thereby disqualified. All contractors and low tier subcontractors shall review the Excluded Parties Listing System at http://epls.arnet.gov/ before entering into any contracts.
In addition, any contractor entering into a contract or agreement with the RTC who subsequently anticipates entering into any subcontract exceeding $25,000 associated with this solicitation shall require the prospective subcontractor(s) to sign and submit the Certificate mentioned immediately above to the prime contractor prior to executing the subcontract(s). These certifications shall be available for RTC’s review at any time during the term of the contract. The Contractor agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. PRE-AWARD AND POST-DELIVERY AUDITS

As a condition of satisfactory contract performance, the successful bidder to this procurement shall cooperate with the RTC in compliance with requirements of 49 U.S.C. Section 5323(m) and 49 CFR Part 663, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," promulgated by the Federal Transit Administration.

Accordingly, pre-award and post-delivery audits of the manufacturer of the vehicles described herein shall be performed. The award of a contract resulting from this solicitation is subject to the lowest responsive, responsible bid from a manufacturer-bidder or from a bidder representing a manufacturer who in addition has successfully proven to be in compliance with all FTA regulations as determined by a pre-award audit. Therefore, the contract for the manufacture of the vehicles shall not be signed by the RTC, nor shall it be in effect, until the completion of the pre-award audit, and said audit finds the manufacturer in compliance with applicable FTA regulations.

If the post-delivery audit finds that the successful bidder or the manufacturer the bidder represents has not complied with the Buy America regulation, and/or that the vehicles do not comply fully with the specifications written in this Invitation for Bid and its subsequent purchase contract, and/or the manufacturer did not complete the Federal Motor Vehicle Safety Self-Certification, the vehicles may be rejected and final acceptance by RTC will not be required. However, this provision does not preclude RTC and the bidder or the manufacturer the bidder represents from agreeing to a conditional acceptance of vehicles pending the manufacturer's correction of deviations within a reasonable period of time as set forth in the purchase contract.

A. A pre-award (prior to RTC entering into a formal contract with the successful bidder to this solicitation) audit shall be performed at RTC's expense to include the following three (3) certifications:

1. Buy America Certification verifying that either:
   a) The FTA has granted the bidder or the manufacturer it represents a waiver from Buy American requirements in accordance with the requirements of 49 U.S.C. 5323 (j) (2) (A), 5323 (j) (2)(B), or 5323 (j) (2) (D), and 49 CFR 661.7; or
   b) The vehicles to be purchased meet the requirements of 49 U.S.C 5323 (j) (2) (C), and the regulations at 49 CFR Part 661.11, as amended.
2. Purchaser's Requirements Certification that:
   a) The vehicles RTC is contracting for are the same product described in this solicitation; and
   b) The successful bidder or the manufacturer the bidder represents is a responsible manufacturer with the capability to produce a vehicle that meets the specifications set forth in this solicitation.

3. The manufacturer's Federal Motor Vehicle Safety Standard (FMVSS) self-certification sticker information that the vehicle complies with relevant FMVSS or Manufacturer’s certified statement that the contracted buses will not be subject to FMVSS regulations, as appropriate.

B. A post-delivery (prior to title to the vehicles being transferred to the RTC) audit shall be performed at RTC's expense to include the following three (3) certifications:

1. A post-delivery Buy America Certification verifying that either
   a) The FTA has granted a waiver to the vehicles received from the Buy America requirements under 49 U.S.C. 5323 (j) (2) (A), 5323 (j) (2)(B), or 5323 (j) (2) (D), and 49 CFR 661.7; or
   
   b) The vehicles to be received by the RTC meet the requirements of 49 U.S.C 5323 (j) (2) (C), and 49 CFR Part 661.11, as amended, after RTC or its agent reviews documentation provided by the manufacturer, which lists:

   1) components and subcomponent parts of the vehicles identified by manufacturer of the parts, their country of origin, and costs, and the actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point; and

   2) The cost of the final assembly

2. A post-delivery Purchaser's Requirements Certification which certifies that for procurements of 11 vehicles or more a resident inspector under contract with the RTC (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the vehicles, monitored and completed a report on the manufacture of the vehicles which:

   a) Provides accurate records of all vehicle construction activities, and

   b) Addresses how the construction and operation of the vehicles fulfills the contract specifications.
3. The manufacturer’s Federal Motor Vehicle Safety Standard (FMVSS) self-certification information of compliance or manufacturer’s certified statement that the contracted buses will not be subject to FMVSS regulations, as appropriate.

28. VEHICLE PRODUCTION MONITORING AND INSPECTION SERVICE

As a condition of satisfactory contract performance, the successful vehicle manufacturer to this procurement, whether bidding directly or through an agent, shall cooperate with the RTC in the compliance with the requirements of 49 U.S.C Section 5323 (m), and FTA regulations 49 CFR Part 663, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” and any revision thereto.

The regulation requires that a resident inspector be at the site of the manufacture of the vehicles throughout their construction, and that corresponding reports be prepared by the inspector for the RTC. The successful manufacturer to this procurement shall cooperate with the resident inspector hired by the RTC. Cooperation shall include, but not be limited to, allowing the inspector access to all production facilities during normal production days and hours, access to all production personnel, access to all records directly related to production of the vehicles, answering questions related to vehicle production from the inspector, supplying the inspector with copies of all production-related documents requested by the inspector, and in general cooperating with any production-related information requests made by the inspector.

In the event of unresolved disputes between the manufacturer and the inspector, the manufacturer shall contact the RTC seeking a resolution.

Failure by the inspector to complete his or her performance because of the manufacturer’s failure to satisfactorily cooperate with the inspector shall be cause for failure of specific performance by the manufacture.

29. BUS TESTING

The Contractor agrees to comply with 49 U.S.C. § 5323 (c) and FTA’s implementing regulation at 49 C.F.R. Part 665 and shall perform the following:

a. Manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the RTC prior to the RTC’s final acceptance of the first bus.

b. Manufacturer, who releases a report under (A) above, shall provide notice to the RTC of the testing facility that the report is available to the public.

c. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have identical configuration and major components as the vehicle in the test report, which must be provided to the RTC prior to RTC’s final
acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer’s basis for concluding that it is not a major change requiring additional testing.

d. If the manufacturer represents that the vehicle is “grandfathered” (has been used in mass transit service in the United States before October 1, 1998, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipients of such a vehicle and the details of that vehicle’s configuration and major components.

The bidder must certify and submit with their bid the "Bus Testing Certificate of Compliance" on page FC-19 of this solicitation to be considered responsive to the bid invitation. Non-conformity with this provision will render the entire bid to be non-responsive and thereby disqualified.

The bidder shall provide to the RTC a copy of the Test Report prior to delivery and acceptance of the first bus. Failure to do so will result in termination of the award for default.
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

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<th>Metropolitan Planning Organization</th>
<th>Transit</th>
<th>Administration and Finance</th>
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**SUBJECT:** APPROVE CONTRACT

**PETITIONER:** TINA QUIGLEY, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

**RECOMMENDATION BY PETITIONER:**
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) RECEIVE A RECOMMENDATION FROM THE EVALUATION COMMITTEE TO SELECT AND AWARD CONTRACT NO. 19-063, CITY OF LAS VEGAS MARYLAND PARKWAY CORRIDOR TRANSIT-ORIENTED DEVELOPMENT PLAN, TO MIG, INC. IN THE AMOUNT NOT-TO-EXCEED $400,000.00 FOR 12 MONTHS FROM NOTICE TO PROCEED, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT, OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)

**GOAL:** ENHANCE MOBILITY BY IMPROVING TRANSPORTATION CHOICES AND FACILITATING MULTI-MODAL CONNECTIVITY

**FISCAL IMPACT:**
Funds are budgeted and available in the Transit Fund for Fiscal Year (FY) 2020. Remaining funds will be budgeted in the same fund for FY 2021. Of the total contract amount, 75 percent is eligible for reimbursement with federal funds, with a 25 percent local match.

**BACKGROUND:**
On June 18, 2019, the Regional Transportation Commission of Southern Nevada (RTC) issued Request for Proposals (RFP) No. 19-063, City of Las Vegas Maryland Parkway Corridor Transit-Oriented Development Plan. An evaluation committee comprised of internal and external evaluators completed the review and scoring of all responsive and responsible proposals. The evaluation committee ranked MIG, Inc. as the top rated firm. The firms ranked as follows: (1) MIG, Inc.; (2) IBI Group, A California Partnership; (3) Stantec Consulting Services, Inc.; (4) SmithGroup, LLC; and (5) Crandall and Arambula, PC.

As a result, staff has negotiated a contract with MIG, Inc. The objective of this project is for MIG, Inc. to develop a framework to identify and plan fixed-guideway transit station areas with the greatest potential for transit-oriented development.

The mandatory federal Disadvantaged Business Enterprise goal is 7.3 percent. The proposer’s commitment is 7.5 percent.

Staff recommends approval.

Respectfully submitted,

TINA QUIGLEY
Chief Executive Officer

RTC  Item #38  October 10, 2019
Consent
CONTRACT NO. 19-063
CITY OF LAS VEGAS MARYLAND PARKWAY CORRIDOR TRANSIT-ORIENTED DEVELOPMENT PLAN

FIRM: MIG, Inc
518 17th Street, #630
Denver, CO 80202
T: (303) 440-9200

Jay Renkens, Principal-in-Charge
T: (303) 440-9200
jayr@migcom.com
CONTRACT NO: 19-063
CITY OF LAS VEGAS MARYLAND PARKWAY CORRIDOR TRANSIT- ORIENTED DEVELOPMENT PLAN

This Contract is made and entered into this 10th day of October, 2019, by and between Regional Transportation Commission of Southern Nevada (hereinafter referred to as “RTC”), having its principal office located at 600 South Grand Central Parkway, Las Vegas, Nevada 89106-4512, and Moore Iacofano Goltzman, Inc. (hereinafter referred to as “Consultant”), having its principal office located at 518 17th Street, #630, Denver, CO 80202, to provide a framework to identify and plan fixed-guideway transit station areas with the greatest potential for the City of Las Vegas Maryland Parkway Corridor Transit- Oriented Development Plan (hereinafter referred to as “Project”).

RECITALS:

WHEREAS, the RTC conducted a competitive procurement process per Request for Proposals No. 19-063, to select a non-exclusive provider to perform supporting and consulting services;

WHEREAS, pursuant to that process, the RTC selected the Consultant to provide such services for the City of Las Vegas Maryland Parkway Corridor Transit- Oriented Development Plan; and

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

WHEREAS, the Consultant has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract;

WHEREAS, the Consultant has the personnel and resources necessary to accomplish the Project within the required schedule and with a project budget allowance not-to-exceed $400,000.00 (Four hundred thousand dollars and zero cents) including all fees for time and labor for salaries, overhead, materials, equipment, licenses, direct non-salary expenses incurred by the Consultant, plus actual approved sub-consultant costs.

NOW THEREFORE, in consideration of the mutual promises hereinafter given, it is mutually agreed by and between the Consultant and the RTC as follows:

SECTION A – CONTRACT FORM

The subject matter of this Contract is the provision of supporting and consulting services.
SECTION B – BASIC TERMS

B-1 DEFINITIONS

The following definitions apply to this Contract:

(a) “Award Date” means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the RTC.

(b) “Consultant” means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(c) “Consultant Representative” means the individual authorized to act on behalf of the Consultant regarding routine matters arising under or relating to this Contract.

(d) “Contract” means this document, consisting of Sections A through F, which is binding and effective only upon execution by the RTC.

(e) “Contract Documents” means the following documents which collectively constitute the obligations of the Contractor: (1) this Contract and the attachments hereto; (2) the Request for Proposal (RFP) No. 19-063 and any addenda thereto; (3) the Contractor’s proposal in response to the RFP, including its Best and Final offer or clarifications (if any)

(f) “Contract Technical Representative” means the RTC representative who is responsible for the coordination of Contract performance between the RTC and the Consultant.

(g) “Deliverable” means any report, software, hardware, data, documentation, or other tangible item or event that the Consultant is required to provide or perform to the RTC under the terms of the Contract.

(h) “Non-exclusive Contract” means a Contract under which the RTC agrees to obtain some, but not necessarily all, of the RTC’s requirements for a particular service.

(i) “RTC” means the Regional Transportation Commission of Southern Nevada.

(j) “RTC Commission” means the governing body of the Regional Transportation Commission of Southern Nevada.

B-2 CONTRACT TYPE

The Contract type is not-to-exceed. This is a Non-exclusive Contract.

B-3 PRICES/COSTS/DELIVERABLES

(a) Prices/Costs/Deliverables Schedule
The Consultant will invoice the RTC in accordance with the payment and deliverables schedule specified in attached Exhibit B, Prices/Costs/Deliverables Schedule. The RTC’s obligation to pay Consultant cannot exceed the specified amount(s). It is expressly understood that the entire work defined in Exhibit A must be completed by the Consultant and it shall be the Consultant's responsibility to ensure that hours and tasks are properly budgeted so the entire project is completed for the specified amount(s).

(b) The not-to-exceed amount for this contract is **$400,000.00 (Four hundred thousand dollars and zero cents)** for the entire project.

**B-4 INVOICES**

(a) The Consultant shall submit an invoice to the RTC in accordance with the payment schedule set forth in Paragraph B-3 (Prices/Costs/Deliverables) above and must be accompanied by backup material. The Consultant shall furnish invoices upon completion of each task. The RTC shall pay the invoiced amount within 30 calendar days after the date of receipt of a correct invoice. All invoices should identify the following items:

1. The date of the invoice;
2. Consultant name;
3. Complete address (including street, city, state and zip code);
4. Telephone number;
5. Contact person;
6. Itemized description of services performed and/or products delivered (including quantities) or services rendered (including performance dates covered), referencing the contract item;
7. Copies of subcontractor invoices
8. Itemized pricing and total amount due (excluding Sales and Use Tax);
9. the associated RTC purchase order number;
10. Consultant’s Tax Identification Number;
11. RTC Contract Number
12. Percentage Discount/Payment Terms (if offered);
13. Copy of the progress report, signed/approved by RTC’s Contract Technical Representative, if applicable; and
14. Consultant’s invoice number.

RTC shall subtract from any payment made to Consultant all damages, costs and expenses caused by Consultant's negligence, resulting from or arising out of errors or omissions in Consultant's work products, which have not been previously paid to Consultant.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Consultant will be made in full within 30 calendar days. Invoices received without a valid purchase order
number will be returned unpaid. The Consultant shall submit an original invoice to:

Regional Transportation Commission  
ATTN: Accounts Payable  
600 Grand Central Parkway  
Las Vegas, NV 89106 – 4512

(b) A representative of the Consultant shall sign and certify the invoice in the following manner: “I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the RTC nor any other source.”

(c) The Consultant shall forward a copy of the original invoice to the RTC’s Contract Technical Representative identified in Paragraph D-2 (Contract Technical Representative/Consultant Representative).

(d) Upon termination of this Contract, the Consultant shall submit a statement summarizing previous billings rendered and payments received and providing any other information necessary for contract close out. Within 30 calendar days after receipt thereof, the RTC shall pay the Consultant all amounts due.

(e) The RTC may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment made by the RTC to the Consultant to such extent as may be necessary to protect the RTC from loss or damage, or to compensate the RTC, caused by, resulting from or arising out of, including but not limited to, any failure to perform Services in accordance with this Contract.

B-5 CONTRACT TERM

(a) Notice to Proceed The parties to this Contract understand and agree that execution of this Contract by the RTC is not a Notice-To-Proceed with the Scope of Services of this Contract. A Notice-To-Proceed will be given by the RTC to the Consultant after receipt and approval of all insurance requirements specified in this Contract or equivalent protection.

(b) Performance Period The base contract term commences from Notice to Proceed to June 30, 2021, unless extended through mutual written agreement by both parties.

(c) Contract Renewals RTC reserves the right to extend the performance period for a period not to exceed 12-months.

(d) Delivery Schedule the Consultant shall provide services in accordance with the deliverables schedule specified in attached Exhibit B (Prices/Costs/Deliverables Schedule).
SECTION C – SCOPE OF SERVICES

C-1 SCOPE OF SERVICES

The Consultant shall provide the materials, equipment, products and labor to accomplish produce and deliver the products and services specified in Exhibit A. The Consultant shall not provide services beyond the scope of this Contract unless those services and compensation for those services have been defined in an approved amendment to this Contract.

SECTION D – SPECIAL CONDITIONS

D-1 LEGAL NOTICE

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

1. received by the party to whom it is directed by hand delivery or personal service, or
2. transmitted by facsimile with confirmation of transmission, or
3. sent by U.S. mail via certified mail-return receipt requested at the following addresses:

   FOR THE RTC:
   Regional Transportation Commission of Southern Nevada
   Manager, Purchasing and Contracts
   600 Grand Central Parkway
   Las Vegas, Nevada 89106-4512

   FOR THE CONSULTANT:
   MIG, Inc
   Andrew Rutz, CNU-A, Project Manager
   518 17th Street, #630
   Denver, CO 80202

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Contract Technical Representative or the Consultant Representative, as appropriate.
D-2 RTC TECHNICAL CONTRACT REPRESENTATIVE / CONSULTANT REPRESENTATIVE

(a) The RTC designates the following as the Contract Technical Representative for this Contract:

Daniel Fazekas, AICP
Senior Transportation Planner
T: 702-676-1746
FazekasD@rtcsnv.com

The RTC will provide written notice to the Consultant, should there be a subsequent Contract Technical Representative change. The Contract Technical Representative will be the Consultant’s principal point of contact at the RTC regarding any matters relating to this Contract, will provide all general direction to the Consultant regarding Contract performance, and will provide guidance regarding the RTC’s goals and policies. The Contract Technical Representative is not authorized to waive or modify any material scope of services changes or terms of the Contract. The RTC agrees that its officers and employees and consultants will cooperate with Consultant in the performance of services under this Contract and will be available for consultation with Consultant at reasonable times with advance notice as to not conflict with other responsibilities.

(b) The Consultant designates the following as the Consultant Representative for this Contract:

Andrew Rutz, CNU-A, Project Manager
Project Manager
T: 303.440.9200
ARutz@migcom.com

The Consultant will provide written notice to the RTC, should there be a subsequent Consultant Representative change. The RTC has the right to assume that the Consultant Representative has full authority to act for the Consultant on all matters arising under or relating to this Contract. Should the Consultant Representative of the Consultant be unable to complete their responsibility for any reason, the Consultant shall replace him, her, or them with a competent person, or sub-consultant with the RTC's approval.

D-3 SUPPLIER BACKGROUND CHECKS – Not Used

D-4 RTC SUPPLIER IDENTIFICATION BADGES – Not Used

D-5 CONSULTANT KEYS TO FACILITY – Not Used

D-6 WARRANTY
(a) Services: The Consultant warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Consultant to perform the services in accordance with this Contract, the Consultant shall, at no cost to the RTC, re-perform or perform the services so that the services conform to the warranty. The Consultant shall not be liable for damages, claims or losses arising out of any reuse of any management methods or procedures, materials, information, products, work, documents, drawings, maps, plans, specifications, reports or other data or material as specified herein on this (in the event of termination) or any other project without the Consultant’s prior written permission.

(b) Products: The Consultant shall guarantee all workmanship, materials and equipment it has furnished for a period of one year after final acceptance of the equipment and/or materials; and, if during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by the RTC, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment and furnishings that may be damaged as a result of this defective equipment or workmanship.

(c) Warranty Administration: In the event of any action by the RTC to recover damages for breach of all warranties, the Consultant agrees to pay the RTC for such damages and the costs associated with such action, including reasonable attorneys' fees.

In the event any materials or equipment supplied hereunder are covered by warranties of the manufacturer or supplier other than the Consultant, then copies of such warranties must be furnished to the RTC at the time of delivery and, if required by the RTC, Consultant will assign such warranties to the RTC. Delivery or assignment of such manufacturer's or suppliers' warranties shall in no event relieve Consultant of any of its obligations.

No disclaimer of liability, limitations on time of warranty, limitations on scope of warranty, or limitations on damages inconsistent with the warranties contained herein shall be effective for any purpose. No warranty contained herein nor otherwise given shall be construed to limit any other remedy available to the RTC by law nor to limit the time in which such other remedy may be sought.

D-7 INTELLECTUAL PROPERTY RIGHTS

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the RTC are exclusively the property of the RTC.

Ownership of the drawings and specifications produced shall remain the property of the Consultant. Copies of the drawings, creative and specifications retained by the RTC may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Consultant during the performance of services for which it has been compensated under this
Contract, shall be delivered to RTC’s representative upon completion or termination of this Contract, whichever occurs first. RTC shall have the right to reproduce all documentation supplied pursuant to this Contract. Consultant shall furnish RTC’s representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

The Consultant shall not be liable for damages, claims or losses arising out of any reuse of any management methods or procedures, materials, information, products, work, documents, drawings, maps, plans, specifications, reports or other data or material as specified herein on this (in the event of termination) or any other project without the Consultant’s prior written permission.

D-8 LICENSES/REGISTRATIONS

During the entire performance period of this Contract, the Consultant shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active applicable business license.

D-9 REVIEW COMMENTS

The services performed by Consultant under this Contract shall be subject to periodic review by the RTC and/or its Chief Executive Officer. The review comments of RTC's representative may be reported in writing as needed to Consultant. It is understood that RTC's representative(s) review comments do not relieve Consultant from the responsibility for the professional and technical accuracy of all work delivered under this Contract. The RTC's Chief Executive Officer may delegate any or all of the Chief Executive Officer’s responsibilities under this Contract to appropriate staff members, and shall so inform Consultant by written notice before the effective date of each delegation. The comments of the RTC's Chief Executive Officer or his designated staff may be reported to Consultant by the RTC's Chief Executive Officer. It is understood that the RTC Chief Executive Officer's comments do not relieve Consultant from the responsibility for the professional quality of all work delivered under this Contract. To prevent an unreasonable delay in the Consultant's work, the Chief Executive Officer will endeavor to examine all reports and other documents and will render decisions and advise the Consultant in a timely manner to avoid unreasonable delay.

D-10 DATA AVAILABLE

(a) RTC shall, without charge, furnish to or make available for examination or use by Consultant as it may request, any data which RTC has available, including as examples only and not as a limitation:

1. Copies of reports, surveys, records, and other pertinent documents.

2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.
Consultant shall return any original data provided by RTC.

(b) RTC shall assist Consultant in obtaining data on documents from public officers or agencies, and from private citizens and business Companies, whenever such material is necessary for the completion of the services specified by this Contract.

(c) Consultant will not be responsible for accuracy of information or data supplied by RTC or other sources to the extent such information or data would be relied upon by a reasonably prudent Consultant.

(d) The Consultant shall return any original data provided by the RTC.

D-11 LIQUIDATED DAMAGES – Not Used

D-12 FEDERAL CONDITIONS

This project is funded in part by federal funds. Therefore, the Federal Conditions in Exhibit E to the RTC-Contractor Agreement apply. Proponents shall complete all certifications in the Federal Conditions and submit them with their Proposal. The failure of the Proponent to complete the Federal Certifications (Exhibit E to the RTC-Contractor Agreement) shall result in the rejection of the proposal as being non-responsive.

D-13 PRICE ADJUSTMENT REQUESTS - Not Used

D-14 SURVIVAL

The terms and conditions of this Contract regarding confidentiality, payment, warranties, liability and all others that by their sense and context are intended to survive the execution, delivery, performance, termination or expiration of this Contract survive and continue in effect.

D-15 ORDER OF PRECEDENCE

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

In the event of a conflict between the Contract and or the Contract Documents the following order of preference shall Prevail: (1) this Contract and the attachments thereto; (2) Request for Proposals (RFP) No. 19-063 and any addenda thereto; and (3) the Contractors proposal in response to RFP No. 19-063, including its Best and Final Offer or Clarifications, if any.

SECTION E – GENERAL PROVISIONS

E-1 DISPUTES
(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the RTC is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Consultant, the Consultant shall notify the RTC of its intent to proceed further with the claim or dispute, and in response thereto, the RTC shall notify the Consultant as to its selected forum for resolution. For any and all claims or disputes asserted by the RTC, the RTC shall notify the Consultant in the notice of its intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the RTC as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the RTC and the venue for purposes of any litigation or arbitration shall be in a competent jurisdiction in Clark County, Nevada. If litigation is required as a result of this Contract, the prevailing party will be entitled to its reasonable costs and attorney fees.

(d) If during the term of this Contract, there are any changes or new laws, ordinances, statutes, rules or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, the Consultant shall immediately notify the RTC in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. The RTC shall review the cost impact of such changes, and make an equitable adjustment in compensation for an increase or decrease in time, labor, materials and fees. If any discrepancy or inconsistency shall be discovered between this Contract and any law, ordinance, regulation, order or decree, Consultant shall immediately report the same in writing to RTC who will issue such instructions as may be necessary.

E-2 NOTICE OF DELAY

Should the timely performance of this Contract be jeopardized by the non-availability of RTC provided personnel, data, or equipment, the Consultant immediately shall notify the RTC in writing of the facts and circumstances that are contributing to such delay however, such notice shall not relieve the Consultant from any existing obligations regarding performance or delivery.

Upon receipt of this notification, the RTC will advise the Consultant in writing of the action which will be taken to remedy the situation.
E-3 **SUSPENSION**

RTC may suspend performance by Consultant under this Contract for such period of time as RTC, at its sole discretion, may prescribe by providing written notice to Consultant at least 10 working days prior to the date on which RTC wishes to suspend. Upon such suspension, RTC shall pay Consultant its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. Consultant shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from RTC to resume performance. In the event RTC suspends performance by Consultant for any cause other than the error or omission of the Consultant, for an aggregate period in excess of 30 days, Consultant shall be entitled to an equitable adjustment of the compensation payable to Consultant under this Contract to reimburse Consultant for additional costs occasioned as a result of such suspension of performance by RTC based on appropriated funds and approval by the RTC.

E-4 **TERMINATION FOR CONVENIENCE**

The RTC shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). After receipt of a notice of termination, and except as otherwise directed by the RTC, the Consultant shall:

(a) Stop work under said contract on the date and to the extent specified in the notice of termination;

(b) 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 said contract as is not terminated;

(c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;

(d) Assign to the RTC in the manner, at the times, and to the extent directed by the RTC, all of the right, title, and interest of the Consultant under the orders and subcontracts so terminated, in which case the RTC shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts to the extent the RTC may require;

(f) Transfer title to the RTC and deliver in the manner, at the times, and to the extent, if any, directed by the RTC the fabricated or unfabricated parts, work in process, or completed work, supplies, and other materials produced as a part of, or acquired in connection with their performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if said contract had been completed, would have been required to be furnished to the RTC;
(g) Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the RTC, any property of the types referred to above; provided, however, that the Consultant shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the RTC, and provided further that the proceeds of any such transfer or disposition shall be applied in the reduction of any payments to be made by the RTC to the Consultant under said contract or shall otherwise be credited to the price or cost of the work covered by said contract or paid in such other manner as the RTC may direct;

(h) Complete performance of such part of the work as shall not have been terminated by the notice of termination;

(i) Take such action as may be necessary, or as the RTC may direct, for the protection or preservation of the property related to said contract which is in the possession of the Consultant and in which the RTC has or may acquire an interest; and

(j) Shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the RTC. In the event of such termination, the RTC agrees to pay the Consultant within 30 days after receipt of a correct, adequately documented written request approved by the RTC. The RTC’s sole liability under this paragraph is for payment of the costs for the services requested by the RTC and actually performed by the Consultant.

Settlement of claims by the Consultant or recoveries by the RTC under this termination for convenience clause shall be in accordance with the legal rights and liabilities of the parties to said contract.

**E-5 TERMINATION FOR DEFAULT**

(a) The RTC may, by written notice of default to the Consultant, terminate this Contract in whole or in part if the Consultant fails to:

1. Perform the services under **Exhibit A Scope of Services**, including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

2. Make progress, so as to endanger performance of this Contract; or

3. Perform any of the other provisions of this Contract.

(b) The RTC’s right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Consultant does not cure such failure within ten calendar days (or more if authorized by the RTC) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

(c) If said contract is terminated in whole or in part for default, the RTC may procure, upon
such terms and in such manner as the RTC may deem appropriate, similar services to that so terminated. The Consultant shall be liable to the RTC for costs associated with the termination of this Contract, the procurement of replacement services by the RTC, any excess costs of such similar supplies or services, and any increase in the total agreement costs or the hourly rate as a result of the re-procurement of services from the date of termination to the expiration date of the original Contract, and shall continue the performance of said contract to the extent not terminated under the provisions of this clause.

(d) Except as otherwise provided, settlement of claims by the Consultant under this termination Section shall be in accordance to the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 calendar days following commencement thereof.

(f) The RTC retains the right to terminate for default immediately should the Consultant fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

(g) RTC reserves the right to cancel the Contract upon 30 calendar days' written notice with good cause.

E-6 CANCELLATION OF CONTRACT

In any of the following cases, the RTC shall have the right to cancel this Contract without expense to the RTC:

(a) the Consultant is guilty of misrepresentation;

(b) this Contract is obtained by fraud, collusion, conspiracy, or other unlawful means; or

(c) 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 the RTC’s right to terminate this Contract for convenience or default.

E-7 INSURANCE

The Consultant shall procure and maintain, at its own expense, during the entire term of the Contract, the coverage(s) specified in Exhibit C.

E-8 INDEMNIFICATION
1. **INDEMNITY.** CONSULTANT SHALL INDEMNIFY, HOLD HARMLESS AND, AT REGIONAL TRANSPORTATION COMMISSION’S OPTION, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO RTC) RTC, THIRD PARTY BENEFICIARIES (AS DEFINED IN SECTION[ ]), AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, PARENT COMPANIES AND THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS AND ASSIGNS, HEIRS, ADMINISTRATORS, AND PERSONAL REPRESENTATIVES (COLLECTIVELY, “RTC INDEMNITEES”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES), LAWSUITS, OTHER PROCEEDINGS, CAUSES OF ACTION, LIABILITIES, CLAIMS OF LIEN, LIENS, CIVIL OR CRIMINAL PENALTIES AND CHARGES, OTHER COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY’S AND EXPERTS’ FEES AND COSTS, WHETHER OR NOT SUIT IS FILED) (COLLECTIVELY, “ACTIONS”), CAUSED IN WHOLE OR IN PART BY, RELATES TO OR ARISES OUT OF OR IS INCIDENT TO: PROPERTY DAMAGE; PERSONAL INJURIES; EMOTIONAL OR BODILY INJURY OR DEATH; CLAIMS RESULTING DIRECTLY OR INDIRECTLY FROM ANY BREACH OF THIS AGREEMENT; OR ANY INTENTIONAL TORTIOUS MISCONDUCT OR NEGLIGENT ACT, OMISSION OR ERROR OF THE CONSULTANT OR ANY OF THE SUB-CONSULTANTS RETAINED BY CONSULTANT OR THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS AND EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OR CONDUCT OF ANY SERVICE PROVIDED UNDER THIS AGREEMENT, PROVIDED THAT THE INDEMNITY AND DEFENSE OBLIGATION OF CONSULTANT SET FORTH IN THIS SECTION 1 SHALL NOT APPLY TO CLAIMS FOR PROFESSIONAL NEGLIGENCE ACTIONS ARISING OUT OF THE CONSULTANT’S PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT, WHICH ACTIONS ARE COVERED BY SECTION 3 BELOW, AND PROVIDED FURTHER, THAT CONSULTANT SHALL NOT BE LIABLE HEREUNDER TO THE EXTENT THAT THE ACTION IS CAUSED BY THE SOLE NEGLIGENCE OF THE RTC AND OR THE RTC INDEMNITEES IN ACCORDANCE WITH APPLICABLE LAW REGARDING COMPARATIVE NEGLIGENCE. CONSULTANT SHALL BE REQUIRED TO NOTIFY RTC WITHIN 48 HOURS OF BECOMING AWARE OF ANY ACTIONS THAT RESULTS FROM THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

2. **MECHANIC LIEN INDEMNIFICATION.** CONSULTANT SHALL INDEMNIFY, HOLD HARMLESS AND, AT RTC’S OPTION, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO RTC) THE RTC INDEMNITEES FROM ANY CLAIMS OR MECHANIC’S LIENS BROUGHT AGAINST RTC INDEMNITEES OR AGAINST THE PROJECT BY ANY OF CONSULTANT’S SUB-CONSULTANTS AS A RESULT OF THE FAILURE OF CONSULTANT, OR THOSE FOR WHOSE ACTS IT IS RESPONSIBLE, TO PAY FOR ANY SERVICES, MATERIALS, LABOR, EQUIPMENT, TAXES OR OTHER ITEMS OR OBLIGATIONS FURNISHED OR
INCURRED FOR OR IN CONNECTION WITH THE SERVICES OR THE PROJECT FOR WHICH CONSULTANT IS ACTUALLY PAID BY RTC. WITHIN THREE (3) DAYS OF RECEIVING WRITTEN NOTICE FROM RTC THAT SUCH A CLAIM OR MECHANIC’S LIEN HAS BEEN FILED, CONSULTANT SHALL COMMENCE TO TAKE THE STEPS NECESSARY TO DISCHARGE SAID CLAIM OR LIEN, INCLUDING, IF NECESSARY, THE FURNISHING OF A MECHANIC’S LIEN BOND. IF CONSULTANT FAILS TO DO SO, RTC WILL HAVE THE RIGHT TO DISCHARGE THE CLAIM OR LIEN AND HOLD CONSULTANT LIABLE FOR COSTS AND EXPENSES INCURRED, INCLUDING ATTORNEYS’ FEES AND ANY BOND PREMIUMS.

3. PROFESSIONAL NEGLIGENCE INDEMNIFICATION. CONSULTANT SHALL REIMBURSE AND INDEMNIFY AND HOLD HARMLESS THE RTC INDEMNITEES FROM AND AGAINST ANY AND ALL ACTIONS ARISING OUT OF OR INCIDENT TO CONSULTANT’S PROFESSIONAL NEGLIGENCE IN THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT. CONSULTANT SHALL NOT BE LIABLE HEREUNDER TO THE EXTENT THE ACTION IS CAUSED BY THE NEGLIGENCE OF THE RTC OR AN RTC INDEMNITEE. THE INDEMNIFICATION OBLIGATIONS PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT SHALL NOT BE CONSTRUED AS BEING FOR THE BENEFIT OF ANY CONTRACTORS, SUB-CONSULTANTS OR MATERIAL SUPPLIERS.

4. Indemnification Not Limited by Worker's Compensation; Disability Benefits Act. Any Actions brought against any RTC Indemnitee by an employee of Consultant or anyone directly or indirectly employed by it or anyone for whose acts it may be liable are included in the indemnification obligations imposed upon Consultant under Section 1 above and shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by, or on behalf of, Consultant under any Worker’s Compensation laws, Disability Benefits Acts or any other employee benefit provided by this Agreement or by Law.

5. Corporate Entity Liability. It is intended by the Parties to this Agreement that Consultant’s services and RTC’s performance in connection with the Project shall not subject either Party’s individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Parties agree that any claim, demand or suit shall be directed and/or asserted only against RTC or Consultant, and not against any of the RTC’s or Consultant’s individual employees, officers or directors. Notwithstanding the above waiver, RTC shall be allowed to name Consultant’s employees, officers or directors to the extent liability arises from an individual’s reckless or intentional acts.

6. Timing of Obligations. Consultant’s obligations to indemnify, defend and hold harmless RTC Indemnitees from and against Actions shall arise at the time the Action becomes known by RTC Indemnitees or Consultant, whichever occurs sooner.
E-9 PATENT INDEMNITY

The Consultant shall advise the RTC of any impending patent suit and provide all information available. The Consultant shall defend any suit or proceeding brought against the RTC based on a claim that any product, or any part thereof, furnished under this Contract, constitutes an infringement of any patent; and, the Consultant shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the RTC. In case said product, or any part thereof, is in such suit held to constitute infringement and use of said product or parts is enjoined, the Consultant shall, at its own expense and at its option, either procure for the RTC the right to continue using said product or part, or replace same with non-infringing product, or modify it so it becomes non-infringing.

E-10 SUCCESSORS AND ASSIGNS

The RTC and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party nor shall the Consultant assign any money due or to become due without the prior written consent of the RTC, except to a financial institution authorized to do business in the state of Nevada. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-11 WAIVER

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the RTC to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the RTC to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-12 TAXES

The RTC is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 90-0036752. The Consultant shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Consultant shall make any and all payroll deductions required by law. The Consultant agrees to indemnify and hold the RTC harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

E-13 COMPLIANCE WITH LAWS

(a) The Consultant in the performance of the obligations of this Contract shall comply with all
applicable laws, rules and regulations of all Federal State and local governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

(b) If during the term of this Contract, there are any changes or new laws, ordinances, statutes, rules or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, the Consultant shall immediately notify the RTC in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. The RTC shall review the cost impact of such changes, and make an equitable adjustment in compensation for an increase in time, labor, materials and fees, according to the procedures in Paragraph E-24, (Modification/Amendment).

(c) If any discrepancy or inconsistency shall be discovered between this Contract and any law, ordinance, regulation, order or decree, Consultant shall immediately report the same in writing to the RTC who will issue such instructions as may be necessary.

E-14 Audit of Records

(a) The Consultant agrees to maintain financial records pertaining to all matters relative to this Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Contract for a period of three years after completion of this contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Consultant goes out of existence, the Consultant shall turn over to the RTC all of its records relating to this Contract to be retained by the RTC for the required period of time.

(b) The Consultant agrees to permit the RTC or the RTC’s designated representative(s) to inspect and audit its records and books relative to this Contract at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the RTC desires concerning Consultant’s operation hereunder. The Consultant further understands and agrees that said inspection and audit would be exercised upon written notice. If the Consultant or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, Consultant agrees to deliver the records and books or have the records and books delivered to the RTC or the RTC’s designated representative(s) at an address within Clark County, Nevada as designated by the RTC. If the RTC or the RTC’s designated representative(s) find that the records and books delivered by the Consultant are incomplete, the Consultant agrees to pay the RTC or the RTC’s representative(s)’ costs to travel (including travel, lodging, meals, and other related expenses) to the Consultant’s offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Consultant further agrees to permit the RTC or the RTC’s designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may
be required by relevant directives of funding sources of the RTC.

(c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the RTC or the RTC’s designated representative(s) finds the dollar liability is less than payments made by the RTC to the Consultant, the Consultant agrees that the difference shall be either: (1) repaid immediately by the Consultant to the RTC or (2) at the RTC’s option, credited against any future billings due the Consultant.

E-15 INDEPENDENT CONTRACTOR

In the performance of services under this Contract, the Consultant, any other person employed by it, and any of its subcontractors or suppliers shall be deemed to be an independent contractor and not an agent or employee of the RTC and they shall not be entitled to, nor will the RTC provide any of the benefits or rights afforded employees of RTC, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers’ compensation insurance benefits. The Consultant shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The RTC shall hold the Consultant as the sole responsible party for the performance of this Contract. The Consultant shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Consultant shall create a partnership, joint venture or agency with the RTC. Neither party shall have the right to obligate or bind the other party in any manner to any third party. Consultant shall be solely responsible for, and shall indemnify, defend and hold RTC harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever. Consultant has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the RTC.

E-16 SUBCONSULTANTS/SUBCONTRACTORS

The Consultant shall submit, for review and documentation purposes, a list of any and all subcontractors/subcontractors. The Consultant shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The Consultant shall furnish at the RTC’s request, a copy of the Consultant’s contract(s) with its subcontractors/subcontractors. The professional obligations of such persons shall be undertaken and performed in the interest of the RTC. All subcontracts will incorporate in full all appropriate conditions and terms as set forth in this Contract. The Consultant will not enter into any subcontracts with any subcontractors/subcontractors not named in or pursuant to this Contract in writing, except with the prior written approval of the RTC’s PM. Any approval of a subcontract by the RTC shall not be construed as making the RTC a party to such subcontract, giving the subcontractors/subcontractors privity of contract with the RTC, or subjecting the RTC to liability of any kind to any subcontractors/subcontractors.
E-17 **FLOWDOWN**

Consultant shall provide that its contracts with subcontractor(s) shall be bound to the Consultant in the same manner, and to the same extent, as the Consultant is bound to the RTC under this Agreement.

E-18 **UNAUTHORIZED ALIENS**

In accordance with the Immigration Reform and Control Act of 1986, the Consultant agrees that it will not employ unauthorized aliens in the performance of this Contract.

E-19 **DISCRIMINATION**

Consultant acknowledges that the RTC has an obligation to ensure that public funds are not used to subsidize private discrimination. Consultant recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or Consultant due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, the RTC may declare the Consultant in breach of the Contract, terminate the Contract, and designate the Consultant as non-responsible.

E-20 **FORCE MAJEURE**

The Consultant shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Consultant. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) civil disturbances, or (7) unusually severe weather; but does not include labor related incidents, such as strikes or work stoppages. The time of performance of the Consultant’s obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 calendar days, the RTC may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-4 (Termination for Convenience).

E-21 **MATERIALS, INFORMATION AND DOCUMENTS**

All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Consultant for RTC relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by Consultant to parties other than RTC shall become the property of RTC and shall be delivered to RTC's representative upon completion or termination of this Contract, whichever comes first. Consultant shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by RTC. RTC shall have the right to reproduce all documentation supplied pursuant to this Contract.
E-22 QUALITY OF SERVICES

(a) The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Consultant, its subcontractors and its principals, officers, employees and agents under this Contract. In performing the specified services, Consultant shall follow practices consistent with generally accepted professional and technical standards.

(b) It shall be the duty of the Consultant to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations.

(c) The Consultant shall, without additional compensation, correct or revise any deficiencies, errors or omissions caused by the Consultant in its analysis, reports, and services. It is also understood and agreed by both parties that if any error is found, the Consultant will expeditiously make the necessary correction, at no expense to the RTC, except when such error is the cause of the RTC.

(d) Consultant will not produce a work product which violates or infringes on any copyright or patent rights. The Consultant shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the RTC of any products or services furnished by Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy and adequacy of its work. RTC’s review, approval, acceptance, or payment for any of Consultant's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and Consultant shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to RTC caused by Consultant's performance or failures to perform under this Contract.

E-23 ASSUMPTION OF RISK

Any services performed by the Consultant under this Contract which require prior review and approval by the RTC shall be at the sole risk and expense of the Consultant if such prior review and approval by the RTC is not obtained.

E-24 RIGHT TO ADEQUATE ASSURANCE OF PERFORMANCE

When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until it receives such assurance may, if commercially reasonable, suspend any performance for which it has not already received the agreed return. Acceptance of any improper delivery or payment does not prejudice the aggrieved party’s right to demand adequate assurance of proper performance. After receipt of a justified demand, failure to provide within a reasonable time not exceeding thirty calendar days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of the Contract.
E-25 **SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-26 **CONFORMING SERVICES**

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Consultant shall furnish the RTC with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-27 **MODIFICATION/AMENDMENT**

(a) Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, the RTC reserves the right to request modification at any time to the (1) scope, complexity, character, frequency of the services to be performed; (2) Conditions under which the work is required to be performed; such as a change in standards or a change in available base data which would require additional work; (3) duration of work if the time period for completion of services warrants such an adjustment; or (4) estimated quantities or the timing of the Consultant’s obligations under this Contract, in whatever manner the RTC determines, in good faith, to be reasonably necessary and to be in the best interests of the public. This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. No services for which an additional compensation will be charged by the Consultant shall be furnished without the written authorization of the RTC. Any other attempt to modify or amend this Contract shall be null and void and may not be relied upon by either party.

(b) Oral change orders will not be permitted. The Consultant shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract and signed by the RTC.

(c) Within seven calendar days after receipt of the written change order to modify the contract, the Consultant shall submit to the RTC a detailed price and schedule proposal for the work to be performed or goods provided.

(d) This proposal shall be subject to negotiations between the Consultant and the RTC. After the proposal is accepted by the Governing Body, a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be
resolved in accordance with the procedures specified in Paragraph E-1 (Disputes).

E-28 **ENTIRE CONTRACT**

This Contract represents the entire and integrated Contract between the RTC and the Consultant. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

E-29 **SECTION AND PARAGRAPH HEADINGS**

The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-30 **CONFLICT OF INTEREST**

(a) An official of the RTC, who is authorized in such capacity and on behalf of the RTC to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the RTC, who is authorized in such capacity and on behalf of the RTC to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the RTC relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the RTC may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, the RTC shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

(d) In the event this Contract is terminated as provided for in this Section, the RTC shall be entitled:

1. To pursue the same remedies against the Consultant as it could pursue in the event of a breach of this Contract by the Consultant; and

2. As a penalty, in addition to any other damages to which the RTC may be entitled by
law, to exemplary damages in an amount as determined by the RTC which shall not be less than three nor more than ten times the costs incurred by the Consultant in providing any such gratuities to any such officer or employee.

3. The rights and remedies of the RTC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under any other provision of this Contract.

E-31 PUBLIC RECORDS

The RTC is a commission as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the RTC’s Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal (if applicable) are deemed to be public records.

E-32 CONFIDENTIALITY

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Consultant is confidential and privileged. The Consultant shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the RTC. The Consultant shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the RTC is obtained. Upon request by the RTC, The Consultant shall promptly return to the RTC all confidential information supplied by the RTC, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the RTC, then in the public domain; (ii) the information is known to the Consultant prior to obtaining the same from the RTC; (iii) the information is obtained by the Consultant from a third party who did not receive the same directly or indirectly from the RTC; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Consultant shall notify the RTC. In such event the RTC, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-33 MARKETING RESTRICTIONS

The Consultant may not publish or sell any information from or about this Contract without the prior written consent of the RTC. This restriction does not apply to the use of the RTC’s name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Consultant or its services.
E-34 LACK OF FUNDS

The entering into of the Contract by the RTC is subject to its receipt of local and federal funds adequate to carry out the provisions of the Contract in full.

The RTC may cancel or reduce the amount of services to be rendered if the RTC determines that such action is in the RTC’s best interest, or that there will be a lack of funding available for the service. In such event, the RTC will notify the Consultant in writing in 30 calendar days in advance of the date such cancellation or reduction is to be effective.

E-35 CHANGES-FIXED PRICE SERVICES

(a) The RTC may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

1. Description of services to be performed.

2. Time of performance (i.e., hours of the day, days of the week, etc.).

3. Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the RTC shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Consultant must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the RTC decides that the facts justify, the RTC may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Consultant’s proposal includes the cost of property made obsolete or excess by the change, the RTC shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Consultant from proceeding with the Contract as changed.

The Consultant shall provide current, complete, and accurate documentation to the RTC in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the RTC, will be deemed a waiver of the Consultant’s right to dispute the equitable adjustment proposed by the RTC, where such equitable adjustment has a reasonable basis at the time it is determined by the RTC.

The Contract consists of this document and the following document incorporated herein by this reference as a part hereof:
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IN WITNESS WHEREOF, the individuals who have affixed their signatures below certify and attest each is empowered to execute this Contract and act on behalf of and bind the party in whose name this Contract is executed the day and year first written above.

MIG, INC.

By: Christopher J. Braynon
CHIEF DEVELOPMENT OFFICER

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

By: Lawrence L. Brown III
CHAIRMAN

APPROVED AS TO FORM:

By: David Clyde
RTC GENERAL COUNSEL

ATTEST:

By: Marin Dubois
MANAGEMENT ANALYST
EXHIBIT A – SCOPE OF SERVICES

CITY OF LAS VEGAS MARYLAND PARKWAY CORRIDOR TRANSIT-ORIENTED DEVELOPMENT PLAN UPWP # 301-9275-19

INTRODUCTION

The City of Las Vegas and RTC have entered into this agreement to work in partnership on the Maryland Parkway Corridor Transit- Oriented Development (TOD) Plan. The Plan will provide a framework to identify and plan transit station areas with the greatest potential for TOD. The MIG Team will provide consulting services to assess the 12 potential stations and develop station area plans (in a consolidated report) for the three top priority stations (based primarily on an assessment of market readiness).

PLAN AREA

The Maryland Parkway Corridor is 5.6 miles from Sahara Avenue extending north into downtown Las Vegas then west along Carson Ave through the Bonneville Transit Center to the Medical District.
SCOPE

The scope of work to be performed is for the preparation of the plan, including identification of transportation infrastructure investments and land use recommendations, according to the tasks outlined below. All deliverables include submission of one draft version for client comment and one final version incorporating those comments.

Task 1. Project Management and Literature Review

The MIG Team understands that this project must establish a **visionary, and intuitive framework identifying** a path forward for implementation of transit-oriented development along the 5.6-mile Maryland Parkway Corridor within the City of Las Vegas. Importantly, this effort must also provide Las Vegas and Southern Nevada a template to plan TOD for additional fixed-guideway corridors as identified through the On-Board Mobility Plan.

Our experienced team will approach each task with a design process that has been used successfully on a wide range of complex planning projects:

- **Client involvement.** As requested in the RFP, we will work with you to create a process that actively involves RTC and City of Las Vegas staff, as well as key user groups, such as the Stakeholder Advisory Workgroup (SAW) and the Multiagency Staff Workgroup (MSW). We will build in regular reviews and updates in the form of regularly scheduled meetings or conference calls and draft submittals and reviews at critical junctures.

- **Consistent MIG senior staff involvement in each phase of the project.** As Principal-in-Charge, Jay Renkens, will deploy MIG’s office resources and ensure the optimal allocation of staff resources needed to support this effort. Andy Rutz, Project Manager and Senior Urban Designer, will lead the day-to-day project management, coordinate the team, and be the primary contact for RTC and the City. Jay and Andy will be working closely with the team of subject matter experts we have assembled to provide best practice solutions through the duration of this project.

- **Quality control.** MIG has a 37-year record of working interactively with our clients to provide innovative designs and plans delivered in a timely and cost-effective manner. The result of our quality and cost control measures is that over 80 percent of our clients return to us for service. Prior to delivery to the client, all consultant teamwork will be reviewed by the Principal and Project Manager using a comprehensive checklist.

A. Ongoing Project Management. A consultant team will administer and coordinate project tasks for the Maryland Parkway Corridor TOD Plan that will include the following:

1. Perform day-to-day administration work, monitor schedules, and prepare monthly progress reports, invoices, and billing.
2. Meet with City of Las Vegas and RTC staff on a regular schedule to review plan progress, tasks, and milestones. The majority of these meetings will be held via teleconference and calls are expected to occur on a regular basis at an interval of approximately every two weeks.
3. Organize and coordinate project status meetings once a month or as needed with Stakeholder Advisory Workgroup (SAW) that include materials, notices, and meeting notes.
   a. The majority would be scheduled in person with the consultant team. Approximately ½ of the meetings may take the form of a webinar.
   b. Co-scheduling meetings with the multiagency staff workgroup (MSW) will occur depending on the agenda and/or milestones.
4. Submit all preliminary reports, maps, concept designs, and other work products to the City of Las Vegas and RTC project managers for review and revision prior to the circulation of these materials to other entities.
5. Meet monthly or as needed with the multiagency staff workgroup (MSW) made up of members from City of Las Vegas planning, public works, and economic development departments, RTC staff, and Clark County:
   a. Approximately half of the meetings would be scheduled in person with the consultant team. Approximately half of the meetings may take the form of a webinar.
   b. Co-scheduling meetings with the SAW will occur as deemed appropriate and necessary depending on the agenda and/or milestones.
6. Present project to City of Las Vegas and RTC committees (up to two presentations per group) for review and feedback at pre-determined key milestones in the study, with the Consultant Project Manager and team members in person as needed.
   a. City of Las Vegas City Council
   b. City of Las Vegas Planning Commission
   c. Metropolitan Planning Subcommittee (MPS)
   d. Executive Advisory Committee (EAC)
   e. Regional Transportation Commission (RTC)
7. Coordinate with other projects along and around the Maryland Parkway corridor, as needed. If coordination efforts exceed 16 hours, the MIG Team will request additional services in an attempt to reserve the necessary resources to complete the remainder of the scope of work.

B. Literature Review. There are several plans, studies, and initiatives that have been completed or are underway in the Study area, therefore the plan should take these and any others into account:
   1. Studies or academic, peer reviewed journal articles that address the feasibility of TOD with respect to modes (specifically BRT and LRT) with various operational attributes (mixed flow, dedicated lanes, side running, etc) including specific examples, whether successful or not
   2. Southern Nevada Strong (SNS)
3. Regional Transportation Plan: Access 2040 (RTP)
4. Regional Bicycle and Pedestrian Plan (RBPP)
5. On Board Mobility Plan (underway)
   - TOD Briefing Book - Created a TOD Typology that established a regional vision
8. City of Las Vegas 2050 Master Plan (Underway)
9. Downtown Open Space and Trails Plan (Underway)
10. Maryland Parkway Corridor Environmental Assessment (underway)
11. Denver TOD Strategic Plan
12. REINVENT PHX: TOD Strategic Policy Framework
13. Atlanta Regional Commission TOD Implementation Strategy Assistance
14. Go Triangle Transit-Oriented Guidebook
15. Adopted or considered applicable legislation from the 80th Session (2019) of the Nevada Legislature
16. Additional studies/plans/peer reviewed research as identified

The results of the literature review will be integrated into the Task 2 deliverable.

**Task 2. Existing Conditions & Needs Assessment**

Successful Transit Oriented Development (TOD) accommodates travel by all modes and ability levels, balancing demand and providing transportation choice. Task 1 will include an inventory of all existing and planned transportation components within one mile of each of the twelve (12) proposed stations, including transit (frequency, headways, ridership), pedestrian access (sidewalks, crosswalks, traffic signals and stop signs), bicycle access (bicycle routes/infrastructure and publicly available parking), vehicle access (lanes per street, traffic volumes, publicly available parking), and crash data. In order to streamline the process, our team will leverage recently completed work, and will utilize data from existing summaries rather than including new data collection.

For each modal component, the project team will identify usability of the mode and highlight key gaps or barriers (i.e., missing sidewalks or intersections difficult to cross). The Project Team will also identify barriers to TOD embedded in municipal parking requirements. These may include parking requirements for station areas that do not allow TOD as-of-right, parking policies that discourage TOD, or lack of incorporation of TNC’s into the planning process.

In terms of land use and built form, our team will assess vacant land, existing land uses and existing infrastructure along the corridor, with an emphasis on all parcels within a ½-mile radius around each proposed station area, and will use that data along with a preliminary code
analysis to identify locations with high potential for development and placemaking. This will be coupled with an analysis of the demographic and development related data by relevant Traffic Analysis Zone (TAZ) for all proposed Maryland Parkway transit station areas.

A. The Consultant (team) will collect and summarize any data necessary to evaluate existing transportation and land use conditions and recommend improvements within the project Study area (based on existing data sets). Elements that will be evaluated include:
   1. Inventory of existing land uses;
   2. Market analysis, including identification of opportunities for investment in TOD with respect to a locally preferred alternative mode and future upgrades to higher capacity mode selection;
   3. Demographic makeup;
   4. Economic development opportunities;
   5. Existing infrastructure conditions;
   6. Housing options (inventory of dwelling units and types);
   7. Vacant land;
   8. Current and future public transit access;
   9. Building codes/fire codes and potential barriers /needs to fixing;
   10. Utility coordination to ensure the best practices of providing wet and dry utilities in high-density mixed-use station areas not in conflict with the pedestrian realm;
   11. Evaluation of existing transportation network, including traffic volumes, crash data, parking inventory, etc.;
   12. Connectivity (pedestrian, bicycling, and other), mode split, and circulation;
   13. Major barriers to connectivity;
   14. Any impediments to the use of alternative modes of transportation;
   15. Health indicators for populations within the study area;
   16. Ownership patterns with an emphasis on public vs. private;
   17. Planned and recommended improvements from the Task 1 literature review.

B. The needs assessment shall be reviewed by the project managers and stakeholders and refined, as necessary.

Task 3. Market Analysis of Districts and Transit Stops with greatest TOD Potential

The MIG Team will use the above data and process to work cooperatively with RTC and the City of Las Vegas to develop a custom, market based, Transit Oriented Development/Economic Development matrix for which station areas have the most potential for development success. This custom matrix will be designed to initially focus on successful BRT development strategies and will be scalable to allow for focus on possible future LRT.
Our team’s work will build on the yearlong study the RTC commissioned JA Barrett Company to conduct on their behalf to identify the three parcels in the Maryland Parkway corridor within Las Vegas that demonstrated the best market potential for TOD. To identify the three best parcels for TOD development along the Maryland Parkway corridor the JA Barrett company went through the following process for each parcel within a ¼-mile of the Maryland Parkway transit route:

- Segmented the MP High Capacity Transit Route into ten, distinct real estate market segments
- Conducted market research with developer feedback to find the best market segments
- Developed a TOD parcel evaluation matrix to score and rank the finalist parcels

The three station areas identified in that study included the Las Vegas Medical District, Fremont East, and the area north of Sahara and south of Charleston. Parcels in the Las Vegas Medical District and the Fremont East District produced the highest scores. This is due to those two areas’ superior development flexibility, better street and sidewalk network, demonstrated ability to charge a rent premium, and abundant choices of vacant parcels in prime locations adjacent to planned high capacity transit stations.

Research on TOD indicates that one of the most effective approaches to incorporating successful value capture approaches to both transit and TOD and Equitable TOD (ETOD) is by working with a master developer who 1) owns a lot of land in a transit district, 2) is highly motivated to develop that land, and 3) is anxious to work in concert with public and not for profit agencies to develop their land in a way that could provide livability benefits to the district and to the entire region. As such, the market analysis will build on this and other previous efforts to accomplish the following.

A. The analysis will identify market readiness, regulatory opportunities, and form-based zoning needs within the corridor considering a locally preferred alternative mode and future upgrades to higher capacity mode selection. An analysis will also provide a foundation to guide public and private investment within station areas. The alignment includes the Maryland Parkway planning area, the Downtown planning area, and the Las Vegas Medical District planning area. All three areas have significant population, employment, and transit ridership. The Downtown area is the second most densely developed center in the metropolitan area after the Las Vegas Resort Corridor. The Maryland Parkway and the Las Vegas Medical District planning areas are also significant activity centers and are two of the four “opportunity sites” identified in the Southern Nevada Strong Regional Plan (Southern Nevada Strong, 2015) as having a high potential for economic growth and diversification. The analysis should include but not limited to:

1. Rank all 12 station areas from “ready” to “not ready” based on best practices
methodology considering a locally preferred alternative mode and future upgrades to higher capacity mode selection. Sufficient detail will be provided to indicate the significant proactive financial and policy commitment needed in order to leverage and construct high-profile TOD directly attributable to both types of transportation investments;

2. Through an initial market analysis, as well as CLV and RTC direction, the MIG Team will identify the top three station areas that are ready for or close to TOD creation; these may align with the City of Las Vegas Downtown Master Plan “Mixed-Use Hubs” concept, or be major activity centers of entire Downtown districts. Through the initial market analysis, the City requests a broader look at Downtown districts where applicable. If a station area roughly covers the entire district, then the Station Area Plan shall include the entire district provided it does not significantly exceed the ¼-mile station area.

3. The City has preliminarily identified the following station areas of interest:
   - Founders;
   - Civic and Business and;
   - One along Maryland Pkwy outside of DTLV boundary between Charleston and Sahara.

B. Market analysis of TOD readiness at station areas for a BRT mode scenario and a “what-if” consideration of a future upgrade to LRT:
   1. Assess property values, commercial and residential rent, block and lot-level patterns of development (micro-scale analysis) in pre-identified station areas and associated areas of influence (Station Areas will be defined as ¼-mile from designated stop locations and areas of influence will include an additional ¼-mile buffer from the Station Areas);
   2. Existing & future demographics in Station Areas;
   3. Inventory of existing and future public infrastructure needs based upon existing data provided by CLV and interviews with utility providers within Station Areas;
   4. Current Zoning (Euclidean and/or Form-Based) and recommended changes based on the TOD typology within Station Areas and areas of influence;
   5. New or strengthened incentives (including those allowed by redevelopment agencies) that could legitimately be implemented, such as density bonuses, parking reductions, relaxed approval requirements, or expedited permitting TOD and preserving affordability such as land-banking.

C. The Market Analysis of Station Areas (and Districts where applicable) will be coordinated concurrently, consistently, and in conjunction with the “Downtown Las
Vegas Residential Market Analysis,” led by the City’s Departments of Economic and Urban Development/Redevelopment Agency, Community Services, Planning, and the City’s consultant team.

**Task 4. Workforce Housing Plan**

Equity will be an emphasis of the MIG Team’s work on the Workforce Housing Plan component of the project, as well as the Station Area TOD Plans themselves in Task 4. Finding opportunities for TOD to provide equitable access to affordable and attainable housing is a critical piece of helping the Maryland Parkway corridor built a resilient future through transit investment, and we realize that those opportunities will need to come at a variety of scales and from both local and regional sources.

Our team will work with the recently established Southern Nevada Housing Coalition and others to establish a land bank or other form of subsidy to purchase land and obtain other forms of both capital and operating assistance to create the conditions that will allow affordable workforce housing to exist in the corridor/district. We can also target key partnerships and leverage institutional users such as UNLV to work with the Southern Nevada Housing Coalition to help build affordable student housing in places like the Las Vegas Medical District.

Finally, this task will include identifying regulatory tools that can help move the needle toward more equitable and attainable development types. The recent 2019 Legislature saw the passage of several bills involving affordable housing sponsored by State Senator Julia Ratti. An audit of all those bills will be incorporated into this study. As a part of our zoning analysis, we will also explore best practice applications of inclusive zoning as a means to provide for affordable workforce housing to determine if such a tool would have merit along the Maryland Parkway corridor.

A. This task will focus on preserving affordable housing and creating housing options for all incomes. Part of this task will focus on enhancing mixed-use development within a form-based code context (currently under consideration for adoption by the City of Las Vegas for Downtown districts) so residents of any income level have other transportation options to commute and take care of daily needs. The Workforce Housing Plan will include:

a. Evaluation of corridor-specific affordable housing needs and supply;
b. Plans and policies to preserve and increase affordable housing in region and/or corridor;
c. Adopted financing tools and strategies targeted to preserve and increase affordable housing in the region and/or corridor;
d. Evidence of developer and public sector activity to preserve and increase affordable housing in the corridor;
e. Extent to which local plans and policies account for long-term affordability and
the needs of very- and extremely-low income households in the corridor.

B. The Workforce Housing Plan will be coordinated concurrently, consistently, and in conjunction with the “Downtown Las Vegas Residential Market Analysis,” led by the City’s Departments of Economic and Urban Development/Redevelopment Agency, Community Services, Planning, and the City’s consultant team.

Task 5. Station Area TOD Plans

While all three Station Area TOD Plans developed in this task will build upon the findings from the Existing Conditions and Needs Assessment to effectively propose increased housing and employment options, the MIG Team also feels a key component to Task 4 also includes the need to create excitement around transit in the region, as well as the merits of TOD along BRT. The City has preliminarily identified the following station areas of interest, but the final set of three stations will be informed by the analyses included in the effort.

- Founders;
- Civic and Business and;
- One along Maryland Pkwy outside of DTLV boundary between Charleston and Sahara.

We understand that each type of transit and station infrastructure requires a different approach and communication strategy, and BRT is no different.

We also recognize that development and reinvestment brings change, and we believe that transit-oriented communities should support community equity and local opportunity, rather than exacerbate neighborhood divisions. Our approach to these TOD Plans will identify strategies to prevent displacement of existing residents, businesses and community institutions. We will seek ways to plan for more options and opportunities for low and moderate-income households such as affordable multi-family design and inclusive first and last mile strategies that make station areas feel safe and welcoming to all.

We approach TODs as activity hubs and community amenities that serve the neighborhood by providing quality places and experiences that support social cohesion, active transportation and healthy recreation. Shifting our thinking from transit-oriented development to transit-oriented communities allows room for creativity and innovation that treats station areas as complete urban neighborhoods.

From a transportation and design perspective, our team will:

- Develop three Station Area TOD concepts that focus on optimizing access to, mobility within, and egress from station areas, including opportunities to bring cohesion and balance to modes of travel that are otherwise likely to come into conflict within limited station geographies.
• Respond to that station area’s local opportunities to balance modal accommodation and performance, with priority given to modes that best support the access and circulation needs of each station and TOD opportunity area.
• Consider how to shift the travel mode of existing, long-term station area residents so that they can reap the benefits of investment in their communities. Our aim will be to guide the creation of new environments that promote healthy lifestyles as growth occurs.
• Integrated parking and Transportation Demand Management (TDM) are also critical to successful development of a Station Area TOD. The key goal is to allow sufficient parking to accommodate vehicle trips, without allowing vehicle parking to dominate the site or the financial feasibility of development. Parking can also be used as a land banking strategy.
• Provide recommendations for packages of vehicle parking, Transportation Demand Management, bicycle parking, and TNC access.
• Develop high level conceptual designs for the three individual station platforms that respond to the unique character and quality of the existing neighborhoods and/or districts that are being connected with the Maryland Parkway corridor.

**Form-Based Code**

From a zoning code and built environment standpoint, the Station Area TOD Plans will prioritize creatively activating ground floors; offering people experiences as well as conveniences; using evidence-based design to direct resources; and encouraging a distinct identity and providing community amenities for each station.

The Form Based Code that the City of Las Vegas has applied to the Downtown Las Vegas Overlay District – currently being applied to the Las Vegas Medical District and Fremont East portions of the District – has been built, by design, to complement the RTC’s high capacity transit project through the Downtown Las Vegas area. The City of Las Vegas’ leadership in establishing a form-based code for areas in the Downtown Las Vegas Overlay District offers a tremendous incentive to the formation and establishment of successful TOD districts. The incentive results from the new code’s clearly articulated vision and standards that present a development vision that supports walking, biking and high capacity transit as not just alternative modes of transportation, but as key to achieving a high degree of livability, and providing a vibrant, compact, mixed use, urban area that is key to successful 24-hour transit ridership. Not only does the new code, by design, support the key principles of TOD success (mixed-use, medium-to-high density development, complete streets, etc.), the code itself focuses on provision of infrastructure, especially building type and orientation to the street, that will make a transit trip (or a walking or biking trip) a much easier and convenient trip to make than driving in a car.

A. Based on the existing conditions & needs assessment and public/stakeholder input, the MIG Team will draft a TOD plan for each identified station area (and/or district where applicable) that:
   1. Creates a map, in consultation with City of Las Vegas Planning, utilizing adopted Form-Based zoning principles (Title 19.09) that can be concurrently adopted by the
City’s Planning Commission and City Council;
2. Creates strategies and policies that help create a vision to increase housing and employment options for all income levels and support economic development that encourages private investment within station area locations along the corridor;
3. Develops goals and strategies for the station areas that make use of adopted or developing form-based code principles that will increase density for housing and commercial/office and enhances pedestrian and bicycle connections to fixed-guideway transit stations;
4. Is adaptable to modal configurations, infrastructure, and the potential for further transportation infrastructure investment.

B. The Plan will provide an analysis of potential future land use mixes utilizing Form-Based code principles that have been adopted by the City of Las Vegas or are under development within the station areas and should propose specific improvements to infrastructure that will improve the opportunity for high capacity transit, mixed-use development and bicycle/pedestrian facilities. The plan will also identify possible investment strategies and policies to leverage the desired TOD and other development types, and provide information confirming the market feasibility of the improvements. Propose recommendations, including a fiscal analysis that outlines the proposed funding source and/or identification of leveraging of public and private investment and potential partners for the recommendations.

C. Deliverables from the Plan should quantify the benefits of the TOD Plan, including the following:
1. A district-wide map depicting recommended Form-Based zoning (Title 19.09) changes for adoption;
2. Necessary transit mode attributes and infrastructure improvements that will yield the best chance for TOD, such as station design attributes, lane configurations, ITS/TSP, etc.;
3. Concentration of development around established activity centers and regional transit;
4. Land conservation and management;
5. Plans and policies to enhance transit-friendly character of station area development;
6. Plans to develop pedestrian facilities and enhance disabled access;
7. Parking policies (allowances for reductions in parking and traffic mitigation for development; near station areas, plans for park-and-ride lots, parking management;
8. Zoning ordinances that support increased development density in transit station areas;
9. Zoning ordinances that enhance transit-oriented character of station area development and pedestrian access;
10. Zoning allowances for reduced parking;
11. Regulatory and financial incentives to promote transit-supportive development;
12. Adaptability of station area for transit-supportive development;
13. Corridor economic development;
14. Updated building/fire codes; and
15. Utility coordination to ensure the best practices of providing wet and dry utilities.

D. Refinement of TOD typology and a model form-based TOD ordinance for multiple modal types that can be enacted at a station area, district level, corridor wide, or be transferrable to other locations outside of the corridor:

1. Employment and population density;
2. Existing physical form vs new development;
3. Community amenities, accessibility, including community centers, parks, retail and health cares;
4. Walkability and bike-ability, as well as connections to existing or future trails and bike lanes listed within RTC’s Regional Bicycle and Pedestrian Plan;
5. Parking requirements;
6. Land Use Mix – principles of form-based zoning code development, including diversity of compatible street and block patterns, building placement, building orientation, and height;
7. Station area access and mobility;
8. Preservation and enhancement of existing facilities; and
9. Applicable components shall include standards for buildings, placement, frontages, parking, civic space, use tables, and a regulating plan or map.

E. The refined TOD typology will be compatible with concurrently developing zoning that can be utilized to take TOD station area plans to implementation.

**Task 6. Value Capture Toolkit** – JA Barrett will identify and quantify opportunities for Value Capture.

While TIF may be an appropriate tool that could be used for transit or TOD use in certain parts of the City of Las Vegas, such as the area along Maryland Parkway south of Charleston and north of Sahara where there is currently not a redevelopment area, much of the downtown Las Vegas area and the LVMD are already parts of preexisting redevelopment areas and the TIF revenues from those areas are already committed to other projects.

A value capture entity could be formed from public, private and not for profit participants by having an initial infusion of patient public or private equity with lower or longer return and rate or return timing expectations. In this way, TOD projects can prioritize long-term returns,
wait for the appropriate time to solicit developers/sell land assets, cover greater up-front costs, and attract standard short-term debt financing. This approach offers a strategy to address the timing and infrastructure burden typical for station area development.

JA Barrett will draft a value capture toolkit that indicates the cost recovery and value that TOD and transit helps create. In coordination with the City’s Economic and Urban Development Department and the City’s Redevelopment Agency, the MIG Team will help to identify current and potential funding and incentive mechanisms. The task will include an assessment of Special Improvement/Assessment Districts; incentive programs; impact fees; land banks; land trusts; TIF; improvement grants; master developer agreements, joint development potential, and other methods of value capture.

A. Based on the existing conditions & needs assessment and public/stakeholder input, the Consultant (team) will draft a value capture toolkit that indicates the cost recovery and value that TOD and transit helps create. In coordination with the City’s Economic and Urban Development Department and the City’s Redevelopment Agency, the City will identify current (as enacted by the City, its Charter, or applicable chapters of NRS) or propose new funding and incentive mechanisms that may help repay debt and reduce upfront development or infrastructure costs, or pay for ongoing operations and maintenance. These will include:

1. Special Improvement/Assessment Districts
2. Incentive programs
3. Impact fees
4. Land banks
5. Tax increment financing
6. Improvement grants
7. Joint Development
8. Other methods of value capture

Task 7. Performance Measures Template

Without a strong template and system to track progress toward implementation of the Station Area TOD Plan visions, it will be challenging to continue to refine the implementation process based upon lessons learned over time. Our team has a wealth of experience creating and operationalizing such processes, which will help position the RTC and the City of Las Vegas to demonstrate success with equity-based TOD. This Plan will establish an initial baseline, as requested in the RFP, but then will set forth the process by which those metrics and indicators can be tracked over time.

The Existing Conditions and Needs Assessment in Task 1 will help to highlight which performance measures would be best to identify as worthwhile to track over time. The MIG Team will develop a public-facing dashboard that can be easily updated by the City and/or the
RTC and understood by the community. The key to this type of dashboard is to identify measures with reliable data sources (or including data collection/monitoring in the ongoing TOD implementation program), while avoiding measures that add significant cost, but do not communicate anything useful to the public. A critical component of this effort is to review datasets collected by project partners and match useful measures to data familiar within the region.

Going beyond the transit-based, economic and demographic measurements indicated in the RFP, our team would propose incorporating several healthy and equity-based indicators. Due to the collaborative based nature of this effort between the City of Las Vegas and the RTC, this Plan can build upon Las Vegas’ focus on health indicators, leveraging the RTC and the Nevada Department of Health and Human Services as sources of valuable data.

A. Performance Measures from the Plan and updated within the identified station area TODs. The Plan will develop an initial baseline; create tracking templates and a systematic process for staff to track and update data from within the identified station area TODs. Measurements will likely include:

1. Annually track housing numbers, density and types of units;
2. Annually track property values, assessments, rents, lease/ownership and occupancy for value capture opportunities;
3. Annually track % of affordable housing units;
4. Annually track % of mixed-use development;
5. Annually track % of properties in which the City’s general plan is amended and replaced with form-based TOD zoning;
6. Biannually track employment numbers, density of employment and types of employment;
7. Annually track transit ridership numbers (subsidized & non subsidized);
8. Biannually track sidewalks, bicycle lanes & overall streetscape infrastructure;
9. Biannually track parking inventory;
10. Biannually track socioeconomic and demographic data, etc.;
11. Annually track transit ridership on current/future routes along Maryland Pkwy (RTC Route 109);
12. Any additional relevant metric proposed by the consultant team

Task 8. Community / Stakeholder Engagement

As a participatory planning firm since its inception, the MIG team prides itself on effective and creative community and stakeholder engagement. For this effort, recent stakeholder and public outreach initiatives, such as the Southern Nevada Strong regional planning initiative and the current OnBoard effort, have demonstrated that there is great public interest in
creating walkable neighborhoods and pedestrian access to jobs, schools, retail and
districts and transit stations.

Community Engagement Plan

Near the beginning of the project, the MIG team (led by MIG and Purdue Marion &
Associates) will develop and present a comprehensive community/stakeholder engagement
plan that will identify recognized core audiences as well as more difficult-to-reach
constituencies in order to encourage and promote broad, meaningful input and sustained
participation. Community members must be assured that their involvement counts and that
their voices will be listened to and that their opinions will be reflected throughout the various
stages of this project.

Messaging will be a crucial component of the plan, particularly because many of these target
audiences will have also participated in other transit-related projects and discussions. Several
have expressed disappointment over the RTC’s decision to move forward with Bus Rapid
Transit instead of Light Rail along the corridor, and they may feel their voice was disregarded
with the outcomes of their previous involvement and contributions.

A. The Consultant (team) will design a community engagement plan and implement a
community engagement process that fosters meaningful participation of stakeholders and
the community at large. The consultant team shall develop a public engagement plan at
the onset of the project in coordination with stakeholders, the City of Las Vegas and the
RTC. The community engagement plan should contain details about proposed public
meetings and details on the proposed methods of communicating details about the Plan
with stakeholders and the community;

B. A community engagement plan will include the following elements:
   1. Develop all phases and goals of outreach, with clear timelines for deliverables.
      a. All outreach materials (i.e., presentations, workshop/public meeting
         materials, etc.) will be required to be drafted for review and editing at least
         10 business days prior to each meeting, public event and program. Each
deliverable will include one draft and a final version that responds to client
         comments.
   2. Identify Target Audiences, including:
      a. Local governments/elected officials
      b. Land owners and in and near the Study areas
      c. Small business owners in and near the Study area
      d. Major employers in and near the Study area
      e. Residents in and near the Study area
      f. Students (K-12, University, Tech, etc.) in and near the Study area
      g. Schools, colleges and Universities in and near the Study area
h. Existing pedestrians, cyclists, and transit riders
i. Community groups
j. Marginalized groups
k. Advocacy groups
l. Homeowners’ or Neighborhood Associations
m. Others identified during the plan development

C. Coordination with stakeholders within the Study area will be necessary, including the formation of a stakeholder workgroup to meet at appropriate benchmark intervals during the course of the project, including confirming existing conditions, developing a draft vision and goals, draft recommendations and prioritization of recommendations. The MIG Team must be sensitive to the needs of the community and their culture(s), and have strong communications skills and language capabilities, including communication in Spanish (and/or any other languages that may be identified through the Needs Assessment process; additional services may be required if additional languages are added as opposed to being swapped out). The community engagement process should:
   1. Use methods and techniques for participation that facilitate open dialogue and reach a diverse range of area residents and businesses;
   2. Provide people with a variety of participation options that are convenient and accessible;
   3. Facilitate equitable participation with the goal of equitable outcomes throughout the community.

Community and Stakeholder Education

It is important to the success of the Maryland Parkway corridor and TOD along the corridor for stakeholders and the community to be educated about TOD. The MIG team will leverage the TOD Briefing Book and collateral materials outlined below under public outreach to increase the awareness and understanding of TOD. MIG will create a presentation and interactive exercise for use early in the engagement process to educate stakeholders and the community. The presentation, exercise and other supporting materials will be developed in a manner that they are extremely user friendly and available to Spanish-speaking communities. The MIG team will lead at least two presentations using the materials described here. The MIG team is also available to work with RTC and CLV communications staff to inform additional advertising and marketing materials.

Stakeholder Coordination

The Maryland Parkway TOD corridor north of Sahara Boulevard is unique in that there are distinct geographic districts along the corridor with distinct demographic characteristics. MIG and Purdue Marion & Associates will work with the RTC and the City of Las Vegas in
establishing and coordinating the activities of an advisory group that represents each of these areas. This group will be tasked with evaluating current challenges to transit-oriented development and identifying opportunities that enhanced transit could stimulate including increased, residential and commercial density, improved walkability and pedestrian accessibility measures, mixed-use development potential and infrastructure improvements.

The Maryland Parkway TOD project (MPTOD) Stakeholder Advisory Workgroup (SAW) will be the core advisory committee to provide input and direction on the overall purpose and goals of the MPTOD planning initiative, to identify areas of common interest and/or concern, to receive updates and comment on project progress, to share detailed information on specific demonstration project concepts, and to review draft results and the Final Report prior to more formal presentations to other stakeholders and the general public. We anticipate convening the SAW ten (10) times throughout the planning process. MIG Principal Jay Renkens will be present for and facilitate at least eight (8) of the SAW meetings.

4. The Stakeholder group should include, but not be limited to:
   a. Neighborhood Associations and Historic neighborhood groups located along Maryland Parkway
   b. Fremont East Entertainment District – Business association Fremont District
   c. Downtown Project – Major property owner and business groups within study area
   d. University of Nevada Las Vegas (UNLV) – The new medical school will be located within the Medical District
   e. Maryland Parkway Coalition – An active community organization of businesses, business owners, and residents in the area
   f. Las Vegas Metro Chamber of Commerce

D. The MIG team will present to City of Las Vegas and RTC committees four (4) times throughout the planning process. It is assumed that board and/or committee presentations will be scheduled on the same day or within a day of SAW meetings to allow for efficient travel and responsible use of project resources. MIG Principal Jay Renken will be present for and present at all four (4) of the committee/board presentations.

E. Use the Southern Nevada Strong’s Community Engagement Toolkit (http://sns.rtsnv.com/engagement-toolkit/) as a guide for best practices in maximizing community input while recognizing and respecting age, income, gender, race and cultural differences;

The MIG Team is very familiar with Southern Nevada Strong’s Community Engagement Toolkit; much of the team assembled was involved in the three-year process that resulted in
the SNS regional plan and, particularly, with implementing the community engagement activities that supported the effort. Evaluation and measurement of the community engagement plan will be constant and on-going, and the MIG team will maintain the flexibility to shift, augment and recalibrate activities to ensure success.

Public Engagement

Focus Groups

The MIG Team will convene approximately ten focus groups to evaluate priorities, needs, concerns and aspirations prior to design. For this group or groups, diverse community representation is crucial, and must include representatives of all of the districts identified above, as well as elected officials and community leaders; area businesses, developers and land owners, community groups such as the Downtown Vegas Alliance, the Maryland Parkway Coalition, the Las Vegas Medical District Committee, the CEO Exchange; and social service providers and other community advocates. We are particularly committed to inclusion of minority, veteran, handicapped and senior populations that live/work or need accessibility to the study area.

Public Outreach

A robust and comprehensive public outreach program is essential to build community-wide support for transit-oriented development on the Maryland Parkway corridor, but more importantly, to gain valuable input and feedback on the plan and strategies to bring it to reality. This requires not only reaching out to traditional sources such as business, industry and civic leaders, but also engaging the multiple and diverse audiences that make up our community -including the viewpoints of minority, low-income and limited English proficiency populations -that will provide significant input reflecting local values.

In addition to some of the standard outreach methodologies like surveys and poster boards that allow us to quantify the community’s feedback, finding creative, innovative ways to encourage participation as well as greater understanding of TOD will be crucial. The MIG Team will incorporate ways for people of all ages and demographics to actively participate in the outreach for this plan. For instance, for First Fridays, we can engage a local artist to paint boxes large and small to reflect the types of uses we could find in a TOD development, then allow the public to “build” their own TOD station. Photos of what they create can document their input. We also could use building blocks in workshops where participants are asked to “design” their TOD station under a variety of criteria.

A major component of the community engagement strategy will include a series of four (4) community meetings. It is assumed that Community Meetings will be scheduled on the same day or within a day of SAW meetings to allow for efficient travel and responsible use of project resources. MIG Principal Jay Renkens will be present for and facilitate all four (4) of the community meetings.
G. Public engagement early in the Maryland Parkway TOD planning process should include informing stakeholders of the previous planning work and describing the many benefits of transit-oriented development for developers, the city, and the community;

H. The consultant team will generate all project materials for advertising and marketing:
   1. The consultant team will incorporate existing projects/initiatives and RTC and CLV logos for the project
   2. The consultant team will incorporate RTC and CLV brand standards as a template for boards, presentations, and other project materials.
      a. The consultant team will use approved templates for all presentations and outreach documents
   3. Social Media posts will be a key part of the outreach strategy and a specific approach will be outlined in the Community Engagement Plan. The specific social media outreach strategy will integrate geo-targeting.
   4. Social media accounts and websites used for this project will be the existing RTC and City of Las Vegas accounts. The consultant team will be responsible for creating content for posting and the RTC and City of Las Vegas will post materials on social media.
   5. Project toolkit should include, but may not be limited to:
      a. Fact Sheets
      b. Content and graphics for a project webpage (RTC and CLV)
      c. Flyers for outreach and events
      d. PowerPoint presentations about the study
      e. Survey promotion cards
   6. Presentation boards, handouts, and materials for all outreach events
   7. The consultant team will incorporate/provide content to existing RTC and CLV project websites and email addresses for the project.
   8. CLV and/or RTC will arrange and host meeting rooms and locations at no cost to the consultant team.
   9. The Consultant team will handle all printing larger than 11x17 inches.
   10. The City of Las Vegas and RTC will handle all printing needs at a size of 11x17 inches or less.

I. The City of Las Vegas and the RTC will share in point of contacts for all public inquiries and distributions. The RTC and the City of Las Vegas will review and provide feedback on all project outreach materials.

J. Virtual Reality
The MIG Team has been utilizing virtual reality as an effective tool to engage stakeholders, build consensus, and have a more informed and intuitive conversation about complex land use, urban design and planning concepts with the public. We recently received an APA Honors Award for engagement and outreach using this technology for The Hub District in Orem, Utah. In that application, also situated along a future BRT Corridor, proposed zoning was tested using virtual reality to give users a true feel for the potential change TOD could bring about. Our team is excited to use similar technology as a part of our engagement with key stakeholders and to test some of the form-based TOD recommendations that come out of this plan.

**Task 9. Final Plan**

The Maryland Parkway TOD Development Plan, consists of all components identified under Tasks 1-8

A. A Draft plan due by December 2020 for review and comment by RTC and City of Las Vegas;

B. The Final Plan addressing all items detailed in the scope of work including:
   1. Development of a final plan summarizing existing conditions, market analysis, recommended development and infrastructure projects, and implementation strategy, as described in Tasks 1-7;
   2. Written description of projects contained in the plan, with a fiscal analysis containing supporting documentation of methodologies used in calculations, and cross listing of potential funding categories for each project and cost estimates;
   3. Documentation of the TOD Plan Existing Conditions & Needs Assessment, stakeholder meetings and materials, as necessary, and additional needs as identified through stakeholder input, may be included as appendices to the final report;
   4. Development of an abbreviated plan summary marketing booklet or poster to be used by area stakeholders and the City of Las Vegas to promote the vision of the Maryland Parkway Corridor TOD Plan to property owners, investors, and businesses;
   5. Original files in editable format, including graphics and GIS files (to include .shp, .gdb, and .mxd files) utilized to make any maps;
   6. 6 hard copies, 1 electronic format
Attachment One

Roles & Responsibilities Matrix for Maryland Parkway Corridor TOD Plan---between City of Las Vegas (CLV) and RTC of Southern Nevada

<table>
<thead>
<tr>
<th>Roles &amp; Responsibilities Matrix for Maryland Parkway Corridor TOD Plan ---- between City of Las Vegas (CLV) and RTC of Southern Nevada</th>
<th>Term S:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement - The RTC be the lead agency in procurement with participation from CLV.</td>
<td>(R) Responsible - the person who performs an activity or does the work</td>
</tr>
<tr>
<td>Plan Tasks/ Responsibilities - Project responsibilities will be managed jointly or lead by the individual agency depending on the task.</td>
<td></td>
</tr>
<tr>
<td>Created By:</td>
<td>Daniel Fazekas, RTC</td>
</tr>
<tr>
<td>Task</td>
<td>RTC</td>
</tr>
<tr>
<td>FTA TOD Grant management</td>
<td>R</td>
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<tr>
<td>Procurement of Consultant</td>
<td>R</td>
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<tr>
<td>Preparation of the scope of services for the RFP.</td>
<td>R</td>
</tr>
<tr>
<td>Independent Cost Estimate (ICE)</td>
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</tr>
<tr>
<td>Request for Proposals</td>
<td>R</td>
</tr>
<tr>
<td>Selection of the consultant</td>
<td>R</td>
</tr>
<tr>
<td>Obtain necessary documentation from consultant</td>
<td>A</td>
</tr>
<tr>
<td>Contract execution</td>
<td>R</td>
</tr>
<tr>
<td>Purchase Requisition / Work Order</td>
<td>R</td>
</tr>
<tr>
<td>Determination of Stakeholders</td>
<td>RT</td>
</tr>
<tr>
<td>------------------------------</td>
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</tr>
<tr>
<td>CLV and RTC will determine stakeholders in coordination with the study consultant. CLV will organize and confirm stakeholder participation with assistance from the RTC.</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Task</th>
<th>RT</th>
<th>CL</th>
<th>Consultant</th>
<th>Notes</th>
</tr>
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<tbody>
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<td>Preparation of monthly invoice and monthly progress status report.</td>
<td>I</td>
<td>I</td>
<td>R</td>
<td>The consultant will prepare the monthly invoice for the study and a progress report updating their efforts in the various tasks of the study.</td>
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<td>Approval of Consultant Invoices</td>
<td>R</td>
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<td>CLV will receive the invoice from the consultant, review it and then forward it to the RTC within 5 business days of receipt.</td>
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<td>Payment of Consultant Invoices</td>
<td>R</td>
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<td>RTC (Daniel Fazekas) will review the consultant invoices received from the CLV and recommend them for payment by the RTC within 3 business days of receipt.</td>
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<th>Consultant</th>
<th>Notes</th>
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</thead>
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<tr>
<td>Project Management</td>
<td>R</td>
<td>R</td>
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<td>CLV (Marco Velotta) and RTC (Daniel Fazekas) will be the project managers for the City and RTC.</td>
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<td>Notice to Proceed</td>
<td>R</td>
<td>I</td>
<td></td>
<td>Upon notification from Purchasing, RTC (Daniel Fazekas) will issue a notice to proceed to the consultant.</td>
</tr>
<tr>
<td>Manage consultant</td>
<td>R</td>
<td>R</td>
<td></td>
<td>Consultant will do the work on the study under the guidance and leadership of the RTC (ROW) and CLV (Land Use). CLV and the RTC will be consulted and informed about project progress on a monthly basis or more frequently if needed.</td>
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<tr>
<td>Project Meetings Set-Up and Hosting of public participation and project stakeholder Meetings</td>
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<td>A</td>
<td>R</td>
<td>The consultant will set up public information meetings for the study in consultation with CLV and RTC as to dates, location and content. Consultant will lead the public participation meetings with help from the CLV and RTC.</td>
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<tr>
<td>Community Engagement</td>
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<td>R</td>
<td>The Consultant (team) will design a community engagement plan and implement a community engagement process that fosters meaningful, robust participation and feedback of stakeholders and the community at large.</td>
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<tr>
<td>Communication to stakeholders</td>
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<td>A</td>
<td>R</td>
<td>The Consultant (team) will send out all communications to stakeholders for project information, updates and events. CLV and RTC will be the main contact for this project. The RTC will be send out communications to</td>
</tr>
<tr>
<td>Activity</td>
<td>AA</td>
<td>Description</td>
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<td>----------------------------------------------</td>
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</tr>
<tr>
<td>Create Draft and Final materials and reports</td>
<td>A A R</td>
<td>The consultant will create a draft version of the final report for the Maryland Parkway Corridor TOD Plan. This will also include supporting materials such as PowerPoint presentations, memorandums, flyers or reports. The RTC and CLV will review all draft materials.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review and Comment on Draft Final Report and materials</td>
<td>A A</td>
<td>The RTC and CLV will review their respective copies of the Draft Report for the Maryland Parkway Corridor TOD Plan and provide comments to the consultant in a timely manner.</td>
<td></td>
<td></td>
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<tr>
<td>Preparation of Final Report and Supporting Appendices</td>
<td>A A R</td>
<td>The consultant will take the comments received from the CLV and RTC into consideration in the preparation of their final report and also prepare the necessary appendices showing the data collected in their study efforts to arrive at their findings in the report.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acceptance of Final Report and Closeout of Project</td>
<td>A A</td>
<td>RTC and CLV will review the final report to ensure it contains the material required of all final reports (i.e., date of completion, required disclaimers, brief executive summary, Spanish translation of executive summary)</td>
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## Task 1. Project Management and Literature

A. Ongoing Project
   - [ ]

B. Literature Review
   - [ ]

## Task 2. Existing Conditions & Needs Assessment

A. Collect and Summarize Existing Data
   - [ ]

B. Draft and Final Needs Assessment
   - [ ]

## Task 3. Market Analysis of Districts and Transit Stops with Greatest TOD Potential

A. Market Readiness Analysis of All 12 Stations
   - [ ]

B. Market Readiness Analysis of Three Priority Stations
   - [ ]

## Task 4. Workforce Housing

A. Draft and Final Workforce Housing Plan
   - [ ]

## Task 5. Station Area TOD

A. Draft TOD Plan
   - [ ]

B. Future Land Use Strategy
   - [ ]

C. TOD Benefits
   - [ ]

D. Refined TOD Typology and Form-Based Code Recommendations
   - [ ]

E. Coordination with Form-Based Code Effort
   - [ ]

## Task 6. Value Capture

A. Draft and Final Value Capture Toolkit
   - [ ]

## Task 7. Performance Measures Template

A. Draft and Final Performance Measures Template
   - [ ]

## Task 8. Community/Stakeholder Engagement

A. Community Engagement Plan
   - [ ]

B. Stakeholder Engagement
   - [ ]

C. Public Engagement
   - [ ]

## Task 5. Station Area TOD

A. Draft TOD Plan Report
   - [ ]

B. Final TOD Plan Report
   - [ ]

### Internal Team Meeting
- City of Las Vegas and RTC committees presentation
- Stakeholder Advisory Workgroup (SAW) Meeting
- Community Meetings
- Adoption
- Holiday/Office Closures
- Analysis and Drafting
- Draft Deliverables
- Final Deliverables

### City of Las Vegas and RTC committees presentation

### Stakeholder Advisory Workgroup (SAW) Meeting

### Community Meetings

### Adoption

### Holiday/Office Closures

### Analysis and Drafting

### Draft Deliverables

### Final Deliverables
EXHIBIT B - PRICES/COSTS/DELIVERABLES SCHEDULE

The not-to-exceed budget for all services shall be $400,000.00 (Four hundred thousand dollar and zero cents). All costs associated with this contract and any other costs must come in at or under the budget amount.
## ATTACHMENT 2 – FEE PROPOSAL SHEET

### TASK / DELIVERABLES BUDGET SUMMARY

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**Firm Subtotals** $175,700 $68,000 $68,000 $39,000 $29,000 $204,000 $13,767 $393,467

3% Administrative Mark-Up $6,120 $413 $6,533

**GRAND TOTAL** $400,000

*Note: The costs submitted herein should be based on the actual work plan and associated tasks deliverables submitted by the Proponent in their proposal.*
EXHIBIT C - INSURANCE REQUIREMENTS

1. Format/Time: The Consultant shall provide RTC with Certificates of Insurance, per the attached sample format, for coverages as listed below, **and endorsements** affecting coverage required by this Contract within ten calendar days after the award by the RTC. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.

2. Best Key Rating: The RTC requires insurance carriers to maintain during the contract term, a Best Key Rating of A, with a Financial Strength of VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

3. RTC Coverage: The RTC, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. The Consultants’ insurance shall be primary as respects the RTC, its officers and employees.

4. Endorsement/Cancellation: The Consultants’ general liability insurance policy shall be endorsed to recognize specifically the Consultants’ contractual obligation of additional insured to RTC and must note that the RTC will be given 30 calendar days advance notice by certified mail “return receipt requested” of any policy changes, cancellations, or any erosion of insurance limits.

5. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $25,000.

6. Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000.

7. Commercial General Liability: Subject to Paragraph 6 of this exhibit, the Consultant shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a “per occurrence” basis only, not “claims made,” and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

8. Automobile Liability: Subject to Paragraph 6 of this exhibit, the Consultant shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Consultant and any auto used for the performance of services under this Contract. As an alternative to the specified any auto coverage, the RTC will accept all owned, non-owned and hired or symbols 2, 8 and 9.
9. Workers' Compensation: The Consultant shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers’ compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Consultant that is a sole proprietor shall be required to submit an affidavit (sample attached) indicating that the Consultant has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. If any of the work to be provided will be performed out of the state of Nevada, then any Workers Compensation policy must include an "all states endorsement" that provides for coverage in any state. The endorsement must include the broadening of coverage to meet the applicable laws in that state.

10. Professional Liability: The Consultant shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the Owner.

11. Failure To Maintain Coverage: If the Consultant fails to maintain any of the insurance coverages required herein, RTC may withhold payment, order the Consultant to stop the work, declare the Consultant in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. RTC may collect any replacement insurance costs or premium payments made from the Consultant or deduct the amount paid from any sums due the Consultant under this Contract.

12. Additional Insurance: The Consultant is encouraged to purchase any such additional insurance as it deems necessary.

13. Damages: The Consultant is required to remedy all injuries to persons and damage or loss to any property of RTC, caused in whole or in part by the Consultant its subcontractors or anyone employed, directed or supervised by Consultant.

14. Cost: The Consultant shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

15. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the RTC’s third party insurance compliance tracking service provider, Insurance Tracking Services, Inc., certcontrol@instracking.com

16. Insurance Form Instructions: The following information must be filled in by the Consultant’s Insurance Consultant representative:

- Insurance Broker’s name, complete address, telephone and fax numbers
- Consultant’s name, complete address, telephone and fax numbers
• Insurance Consultant’s Best Key Rating

• Commercial General Liability (Per Occurrence)
  Policy Number
  Policy Effective Date
  Policy Expiration Date
  General Aggregate ($2,000,000)
  Products-Completed Operations Aggregate ($2,000,000)
  Personal & Advertising Injury ($1,000,000)
  Each Occurrence ($1,000,000)
  Fire Damage ($50,000)
  Medical Expenses ($5,000)

• Automobile Liability (Any Auto)
  Policy Number
  Policy Effective Date
  Policy Expiration Date
  Combined Single Limit ($1,000,000)

• Worker’s Compensation
  Deductible
  Policy Number
  Policy Effective Date
  Policy Expiration Date
  WC Statutory Limits
  Employer’s Liability Each Accident ($1,000,000)
  Employer’s Liability Disease – Each Employee ($1,000,000)
  Employer’s Liability Disease – Policy Limit ($1,000,000)

• Professional Liability
  Deductible
  Policy Number
  Policy Effective Date
  Policy Expiration Date
  Limit

• Description: Contract No. 19-063; Project Title: CITY OF LAS VEGAS MARYLAND PARKWAY CORRIDOR TRANSIT-ORIENTED DEVELOPMENT PLAN (must be identified on the initial insurance form and each renewal form).

Certificate Holder:
Regional Transportation Commission of Southern Nevada, its officers, employees, and agents
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 198
Long Beach, CA 90801-0198
The Certificate Holder, Regional Transportation Commission of Southern Nevada, must be named as an additional insured.

The RTC requires that all endorsements accompany the certificates when emailed to the Purchasing Representative specified above.
RTC CERTIFICATE OF INSURANCE

<table>
<thead>
<tr>
<th>PRODUCER</th>
<th>INSURANCE BROKER’S NAME</th>
<th>ADDRESS</th>
<th>PHONE &amp; FAX NUMBERS</th>
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3. BEST'S RATING

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5. AUTOMOBILE LIABILITY

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6. WORKER'S COMPENSATION

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<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
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7. PROFESSIONAL LIABILITY

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<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
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8. CERTIFICATE HOLDER

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<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
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7. DESCRIPTION OF CONTRACT: CONTRACT NUMBER

8. CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPRIATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
EXHIBIT D – INSURANCE SOLE PROPRIETOR AFFIDAVIT

I, ____________________________, on behalf of my company, ____________________________, being
(NAME OF SOLE PROPRIETOR) (LEGAL NAME OF COMPANY)
duly sworn, depose and declare:

1. I am a Sole Proprietor;

2. I will not use the services of any employees in the performance of this contract, identified as CBE No. ___
   __________________, entitled ____________________________________________________________;

3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D,
   inclusive; and

4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D,
   inclusive.

I release the Regional Transportation Commission of Southern Nevada from all liability associated with claims made
against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-
616D, inclusive.

Signed this ________ day of ________________, ___.

Signature ______________________________________

State of Nevada )
 )ss.
County of Clark)  
Signed and sworn to (or affirmed) before me on this _____ day of ________________, 20___.
by ________________________________ (name of person making statement).

Notary Signature

STAMP AND SEAL

57
EXHIBIT E – FEDERAL CONDITIONS

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES
Procurement Contracts

Contractor(s) performing FTA-assisted projects under Regional Transportation Commission of Southern Nevada (RTC) must comply with all applicable Federal requirements.

1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(a) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining the underlying contract or the FTA-assisted project for which the contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government
reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA.

3. ACCESS TO RECORDS

(a) The Contractor shall permit the authorized representatives of the RTC, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to his performance under the contract until the expiration of three years after final payment under this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the RTC, the Department of Transportation and Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, paper and records of such subcontractor, involving transactions related to the subcontractor. The term "subcontract" as used in this clause excludes purchase orders not exceeding $10,000.00.

(c) The periods of access and examination described above, for records which relate to
(1) litigation of the settlement of claims arising out of the performance of this contract, or
(2) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

(1) FEDERAL CHANGES

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

(2) CIVIL RIGHTS

Nondiscrimination - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex (including gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity (contracts over $10,000) - The following equal employment opportunity requirements apply to the underlying contract:

a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex (including gender identity), or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

d. Nondiscrimination - The CONTRACTOR, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

e. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

f. RTC Title VI Program Requirements

In accordance with 49 CFR Part 21 and as described in the FTA Circular 4702.1B and upon request from RTC, the Contractor shall comply with the following reporting requirements. The Contractor is also responsible for ensuring compliance for each third-party contractor at any tier.

a. Provide an Annual Title VI Certification and Assurance.
b. Establish and maintain Title VI compliance procedures.
c. Record Title VI investigations, complaints, and lawsuits.
d. Provide meaningful access to Limited English Proficient Persons.
e. Notify beneficiaries of protection under Title VI.
f. Provide additional information upon request.
g. Prepare and submit a Title VI Report.
h. Guidance on conducting an Analysis of Construction Projects.
i. Guidance on promoting Inclusive Public Participation.

6. DISADVANTAGED BUSINESS ENTERPRISES (DBE)/ SMALL BUSINESS ENTERPRISES(SBE)
The following DBE requirements apply to the resulting contract of this solicitation:

(a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26; *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*.

(b) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

(c) DBE/SBE Goal. RTC’s overall voluntary goal for DBE participation is 3.6% of the contract amount. A separate DBE/SBE contract goal has not been established for this procurement, however bidders/offerors are encouraged to include DBE/SBE participation. Firms wishing to apply for DBE/SBE certification should visit the Nevada Unified Certification Program website at [https://ndot.dbesystem.com/](https://ndot.dbesystem.com/)

(d) Contractor shall supply monthly reports of DBE participation in a form acceptable to RTC.

7. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTCSN requests which would cause RTCSN to be in violation of the FTA terms and conditions.
8. TERMINATION  (contracts exceeding $10,000)

If the Contractor refuses or fails to execute the work or any separable part, with the
diligence that will insure its completion within the time specified in this contract or any
extension or fails to complete the work within this time, or if the Contractor fails to
comply with any other provisions of this contract, RTC may terminate this contract for
default. RTC shall terminate by delivering to the Contractor a Notice of Termination
specifying the nature of the default. In this event, RTC may take over the work and
compete it by contract or otherwise, and may take possession of and use any
materials, appliances, and plant on the work site necessary for completing the work.
The Contractor and its sureties shall be liable for any damage to RTC resulting from
the Contractor's refusal or failure to complete the work within specified time, whether or
not the Contractor's right to proceed with the work is terminated. This liability includes
any increased costs incurred by RTC in completing the work.

The Contractor's right to proceed shall not be terminated, nor shall the Contractor be
charged with damages, under this clause if:

(b) The delay in completing the work arises from unforeseeable causes beyond the
control and without the fault or negligence of the Contractor. Examples of such
causes include: acts of God, acts of the Recipient, acts of another Contractor in the
performance of a contract with RTC, epidemics, quarantine restrictions, strikes,
freight embargoes; and

(b) The contractor, within [10] days from the beginning of any delay, notifies RTC in
writing of the causes of delay. If in the judgment of RTCSN, the delay is excusable,
the time for completing the work shall be extended. The judgment of RTC shall be
final and conclusive on the parties, but subject to appeal under the Disputes
clauses.

If, after termination of the Contractor's right to proceed, it is determined that the
Contractor was not in default, or that the delay was excusable, the rights and
obligations of the parties will be the same as if the termination had been issued for the
convenience of RTC.

9. SUSPENSION AND DEBARMENT (contracts over $25,000)

Title 2 of the Code of Federal Regulations (CFR), Subtitle A, Part 180 [OMB
Guidelines for Agencies on Government-wide Suspension and Debarment (Non-
Procurement)] and under DOT supervision thru Subtitle B, Part 1200 (Non-
Procurement Debarment and Suspension) mandate that RTC (grantee), contractors,
and subcontractors (at any level) that enter into covered transactions are required to
verify that the entity (as well as its principals and affiliates) they propose to contract or
subcontract with is not excluded or disqualified. The contract resulting from this
procurement is a covered transaction for purposes of 2 CFR Part 180. RTC does this by checking the Excluded Parties List System and adding a clause or condition to the contract. As such, the contractor is also required to verify that none of its principals, affiliates, or sub-contractors are excluded or disqualified and must include the requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transaction it enters into.

10. BUY AMERICA REQUIREMENTS (contracts over $150,000)

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Proposals/bids that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. (See Form in Bid Documents)

11. RESOLUTION OF DISPUTES, BREACHES AND OTHER LITIGATION  (contracts over $150,000)

**RTC PROTEST PROCEDURES**

Any Bidder may protest to the Owner the proposed award of a contract by the RTC Commission provided the Bidder complies with the procedure set forth below. The RTC Commission will not consider any appeal unless the Bidder complies with this procedure. In order for a bid protest to be considered by the Owner, it must be submitted by a Bidder in accordance with the procedures set forth herein. A protest which is submitted by a party which is not a Bidder, or which is not in accordance with the procedures shall not be considered by the Owner, and will be returned to the submitting party without any further action by the Owner.

**Filing a Notice of Protest on a Bid**

A Bidder may file a notice of protest with the Owner if:

It submitted a bid on a contract that was required to be advertised pursuant to NRS 332 or NRS 338; and
The bids were opened; and

Within the period specified by the Owner, the Bidder filed a notice of protest regarding the awarding of the contract;

The Bidder believes the applicable provisions of law were violated.

**Notice of Protest Procedure**

A notice of protest must include a written statement setting forth with specificity the reasons the Bidder filing the notice believes the applicable provisions of law were violated.

A Bidder filing a notice of protest is required by the Owner, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the Owner, to the Owner who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:

1. Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or

2. Two Hundred Fifty Thousand Dollars

Protests must be submitted in writing within five business days after the bid opening date. Protests must be submitted to:

Regional Transportation Commission,

Attn: Manager, Purchasing & Contracts,

600 South Grand Central Parkway, Suite 350,

Las Vegas, Nevada 89106-4512.

All protests must be received at the appropriate Owner’s address listed above during normal office hours.

**Effect of Protests on Procurement Action**

A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the Owner on the protest.
A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the Owner has made a determination of the protest and awarded the project.

The Owner is not liable for any costs, expenses, attorney’s fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the bidder files a notice of protest pursuant to this section.

If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the Bidder who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the Owner in an amount equal to the expenses incurred by the Owner because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the Bidder who posted the bond or submitted the security.

Resolution of Protests

Upon receipt of a notice of protest, the Purchasing and Contracts department will notify General Counsel, the Assistant Chief Executive Officer and the Chief Executive Officer. Purchasing and Contracts will notify the protester in writing within two days after the receipt of the notice of protest that the protest is being considered. In the notification, Purchasing and Contracts will inform the protester of any additional information required for evaluation of the protest by the owner, and the protester will be given two days to provide the omitted or incomplete information, protest bond, or documentation in order for the protest to be further considered. If complete information is not received, Owner need not consider the protest any further.

After receipt of a complete notice of protest and protest bond or other security, Purchasing and Contracts will review protest for validity and will work with the protester, and any other interested party to resolve.

Absent resolution, staff will notify the Chief Executive Officer, who will make a recommendation to the RTC commission of the appropriate disposition of such protest. The recommendation shall be made on the basis of the information provided by the protester and other parties, and the Owner’s own investigation and analysis of what provisions of the law were violated.

If the protest is upheld, the Owner will take appropriate action to correct the procurement process and protect the rights of the protester, including re-solicitation, revised evaluation of bids, Owner determination or termination of the contract.
If the protest is denied, the Owner will lift any suspension imposed and proceed with the appropriate stage of the procurement process or the contract.

A protester adversely affected by a bid protest decision by the RTC Commission may appeal such decision to the Eighth Judicial District Court of Nevada.

Federal Transit Administration Appeals

If the Owner procurement is funded by the Federal Transit Administration (FTA), the provisions of this section apply.

The initial protest must be reported or disclosed by the Owner to the FTA.

A protester adversely affected by a bid protest decision of the RTC Commission may submit a protest to the FTA in accordance with the provisions of FTA circular 4220.1F, or a currently in effect as of the date of the Owner’s decision on the bid protest.

Under the provision of the FTA circular, FTA will only review protests regarding the alleged failure of the Owner to have written protest procedures or to have followed such protest procedures.

In accordance with the FTA circular, such protests must be filed no later than five days after a final decision is rendered under the Owner’s protest procedure. In instances where the protester alleges that the RTC failed to make a final determination on the protest, protesters must file a protest with the FTA no later than five days after the protester knew or should have known of the Owner’s failure to render a final determination of the protest.

Under the following conditions, the RTC may proceed with the procurement in spite of a pending protest to the FTA:

1. The items to be procured are urgently required;

2. Delivery or performance will be unduly delayed by failure to make the award promptly; or

3. Failure to make prompt award will otherwise cause undue harm to the RTC or the Federal Government.

In addition to, or as an alternative to a protest to the FTA, a protester adversely affected by a bid protest decision by the Commission may also appeal such
decision to the Eighth Judicial District Court of Nevada.

12. LOBBYING  (contracts over $150,000)

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

13. CLEAN AIR REQUIREMENTS  (contracts over $150,000)

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

14. CLEAN WATER REQUIREMENTS  (contracts over $150,000)

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.
15. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

(a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

(b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor’s bill-of-lading.)

(c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

16. FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub- recipients (such as RTCSN) of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

17. ENERGY CONSERVATION

The Contractor shall comply with mandatory standards and policies relating to energy
efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sections 6321 et seq.

18. RECYCLED PRODUCTS (applicable to procurement actions in excess of $10,000 involving items designated by the EPA in their “Comprehensive Procurement Guideline for Products Containing Recovered Materials”)

Recovered Materials – The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

19. CONFORMANCE WITH NATIONAL ITS ARCHITECTURE (ITS Projects)

To the extent applicable RTCSN, and subsequently the contractor, agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 FR 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

20. ADA ACCESS

Contractor agrees to comply with the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., which prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Contractor agrees to comply with their responsibilities under Titles I thru V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
July 30, 2019
Regional Transportation Commission of Southern Nevada
600 S. Grand Central Parkway
Las Vegas, NV 89106

Re: RFP No. 19-063 CLV Maryland Parkway Corridor Transit-Oriented Development Plan

Dear Selection Committee Members:

The City of Las Vegas is thinking big with an opportunity to begin shaping and expanding the city’s connectivity, development, and economy of the future. The overarching goal for this effort is to finally spur transit-oriented development (TOD) in the Las Vegas Valley after years of study. In doing so, the city and region are interested in learning from other cities that have already implemented TOD to ensure that development around station areas in the City of Las Vegas is true to the Valley, calibrated for bus rapid transit (BRT), flexible enough to evolve with a longer term transition to rail-based transit, and inclusive. By planning now with a strong focus on implementation, RTC and the City can help to deliver equitable TOD along the Maryland Parkway corridor and provide a model for the region.

These goals and objectives will position several important districts in and around downtown Las Vegas for success by increasing mobility options, introducing new development types, and diversifying the local economy for better long-term sustainability. The public and private investments that will result from this plan will build upon existing economic, physical, and social assets to create community amenities unique to the Las Vegas Valley. As such, there is a need to capture a portion of the value created for the City and its residents. As the infrastructure investments in the region begin to reflect the visions of Southern Nevada Strong and the On Board Mobility Plan, this plan can position the City of Las Vegas to leapfrog to where many other communities are that invested in similar transit amenities years ago.

The CLV Maryland Parkway Corridor Transit-Oriented Development Plan will provide a framework for priority station areas and adjacent development along Maryland Parkway with the necessary balanced focus on public investments and private development opportunities. The plan will create a roadmap for stitching together existing assets with the surrounding context and new destinations with great streets, exciting public spaces, public art, and a vibrant mix of uses.

The current effort will be informed by and build upon previous planning studies and plans conducted by RTC and the City of Las Vegas, while also referencing other transit-oriented developments and associated toolkits across the country. The planning must also recognize emerging trends and major shifts in mobility, including the rise of ridesharing, the advent of the autonomous vehicle, and micro-mobility devices in establishing dependable first and last mile connections to transit stations. This rapid evolution of how people get around will impact the planning and design of the transportation network and the development that supports it.

The City of Las Vegas can leverage its proximity and connectivity to the airport, UNLV, the Boulevard Mall, Sunrise Hospital, and the Convention Center to continue the evolution and positioning of Downtown Las Vegas and the Medical District for long-term success. Keeping with the visions articulated in the plans for both areas, they will be better connected to each other and to a variety of other local and regional destinations.
In this manner, Las Vegas can continue to attract high-caliber talent and model innovative and equitable TOD for the region. This plan is well-timed, as Las Vegas is poised to solidify itself as a leader in TOD, innovation, and equity, not only in Southern Nevada, but nationwide.

The MIG Team understands that this project must create a visionary, yet viable path forward that makes the case for TOD investment and implementation. We have carefully assembled a team comprised of thought leaders, strategists, and experts in multiple disciplines who pair unparalleled local knowledge and experience with national and international expertise.

MIG, Inc. is the prime consultant leading the team. MIG’s urban planners and designers have led station area planning and TOD projects in cities across the country, including Dallas, Denver, San Antonio, Los Angeles, Sacramento, Portland, Seattle, Boise, and Salt Lake City. In addition, we have been a part of several studies along Maryland Parkway where we focused land use, urban design, and TOD opportunities, as well as for the Medical District. Our land use planning and urban design expertise is bolstered by expert strategic planning, placemaking, branding, stakeholder facilitation, and community engagement skills. MIG will manage the TOD Plan, and lead all research, planning, and design aspects of this project while providing visionary leadership.

Our team also includes four additional firms that will be contractual subconsultants to MIG. Nelson\Nygaard is our mobility lead. They are leading the On Board Mobility Plan and bring industry leading planning for multimodal connections and transit supportive environments. Our team is rounded out with three local firms. The JABarrett Company will provide market analysis, housing strategy, and mechanisms for value capture around station areas. Purdue Marion & Associates will collaborate with MIG to co-lead stakeholder and community engagement throughout the planning process. Nelson\Nygaard, JABarrett and Purdue Marion & Associates have all teamed with MIG on work related to Southern Nevada Strong and Maryland Parkway. Anil Verma Associates, a certified DBE firm, will lead conceptual station design.

The MIG Team provides industry leading planning and design expertise that leads to tangible outcomes and dynamic built environments. Our approach to the key elements of the project will be driven by our emphasis on a broader definition of placemaking, transit-oriented development, equity, and the user experience.

Our project manager Andrew (Andy) Rutz will be our primary point of contact throughout proposal evaluation. His contact information is below. Please note that we do not maintain a fax number.

Andrew Rutz, CNU-A, Project Manager
518 17th Street, Suite 630  |  Denver, CO 80202
arutz@migcom.com  |  (303) 440-9200

Please accept this as acknowledgment of our receipt of RFP Addenda 1 and 2. Also, note that our proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal. We are thrilled to have the opportunity to leverage our team’s extensive local and national experience and enthusiasm for TOD to advance this ground-breaking work for the City of Las Vegas. We look forward to meeting with you to discuss our proposal and qualifications.

Sincerely,

Jay Renkens, AICP
Principal-in-Charge
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**NEVADA BUSINESS LICENSE**

### MOORE IACOFANO GOLTSMAN, INC.

**Business Entity Information**

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**Type**: Domestic Corporation  
**Entity Number**: E0439942014-1  
**Qualifying State**: NV  
**List of Officers Due**: 8/31/2019  
**Managed By**: Expiration Date:  
**NV Business ID**: NV20141546537  
**Business License Exp**: 8/31/2019

**Additional Information**

**Central Index Key**:  
**Registered Agent Information**

- **Name**: NORTHWEST REGISTERED AGENT, LLC.  
- **Address 1**: 401 RYLAND ST STE 200-A  
- **City**: REMO  
- **State**: NV  
- **Zip Code**: 89502  
- **Phone**: Fax  
- **Mailing Address 1**: Mailing Address 2:  
- **Mailing City**: Mailing State: NV  
- **Mailing Zip Code**:  
- **Agent Type**: Commercial Registered Agent - Limited-Liability Corporation  
- **Jurisdiction**: WYOMING  
- **Status**: Active

**Financial Information**

- **No Par Share Count**: 281,000.00  
- **Capital Amount**: $0

**No stock records found for this company**

**Officers**

- **Treasurer**: CHRIS BEYNON  
  - **Address 1**: 920 MADISON STREET  
  - **City**: ALBANY  
  - **State**: CA  
  - **Zip Code**: 94706  
  - **Country**:  
  - **Status**: Active

- **Director**: CHRIS BEYNON  
  - **Address 1**: 920 MADISON STREET  
  - **City**: ALBANY  
  - **State**: CA  
  - **Zip Code**: 94706  
  - **Country**:  
  - **Status**: Active

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**Actions / Amendments**

**Action Type**: Articles of Incorporation  
**Document Number**: 20140613436-60  
**# of Pages**: 2  
**File Date**: 6/26/2014  
**Effective Date**:  
**Initial Stock Value**: No Par Value Shares: 281,800  
**Total Authorized Capital**: $0.00

**Action Type**: Initial List  
**Document Number**: 20140613436-70  
**# of Pages**: 1  
**File Date**: 6/26/2014  
**Effective Date**:  
**Initial Stock Value**: No Par Value Shares: 281,800  
**Total Authorized Capital**: $0.00

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**NEVADA BUSINESS LICENSE**

**NEVADA BUSINESS LICENSE**

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*not considered in the page count
MIG, Inc. has reviewed the RFP and Sample Contract and have no exceptions or proposed revisions.
03

Staffing Plan and Organization Structure

MIG, Inc. will serve as the prime consultant and contract manager and will lead transit-oriented development visioning and framework creation, public engagement, land use planning, and urban design technical tasks. Jay Renkens, AICP, Principal and Firmwide Director of Planning and Design Services, will serve as Principal-in-Charge for the project. Jay has extensive experience in land use and transportation planning; community design; transit-oriented development; streets and the public realm; and group facilitation and consensus building. Our project management team, led by Jay and Project Manager Andrew (Andy) Rutz, CNU-A, will guide the entire project, working collaboratively with RTC, as well as partners from the City of Las Vegas. Andy brings extensive experience managing strategic land use and implementation plans that integrate placemaking, urban design, multimodal transportation and transit-oriented development, housing, employment, and mixed-use development.

KEY PERSONNEL

Our key project personnel, organized by subject matter expertise, are identified in the organizational chart below. Our team members have worked on many similar TOD projects and have collaborated together on a number of projects in and around the Las Vegas region, including in partnership with RTC. Our local and regional experience combined with an extensive national multi-disciplinary resume means that we can deliver solutions targeted to the Maryland Parkway Corridor TOD Plan, infused with what we have learned from similar projects across the U.S. With the exception of certified DBE firm Anil Verma Associates, all firms and nearly all individuals on the MIG Team have experience working together on multiple projects.

Detailed resumes for the MIG Team’s key personnel are provided in the following pages.
Jay Renkens, AICP
PRINCIPAL-IN-CHARGE

Jay Renkens is a planning and design leader with national experience in downtowns, transit-oriented development, streetscapes, land use, and urban design. While researching health and motivational theory, he was struck by the significant influence that the environment has on people’s choices and behavior, and he has sought to shape environments for the better ever since. Although his original studies are behind him, they still form the lens that Jay uses in taking a holistic approach to optimizing social, economic, and physical wellness for the greatest number of people. He strives to integrate equity into planning and design and to address the unintended consequences of gentrification such as displacement and the losses of culture and authenticity. Jay can distill concepts and articulate complex ideas in written, verbal, and visual communications that provide a common foundation for decision-making. He has successfully led projects from high-level vision to implementation by facilitating client, community, and stakeholder collaboration, consensus, and engagement. Jay’s management, design, and planning skills have contributed to transformational change in communities throughout the country from Boston to San Antonio, Portland to Charlotte, and Spokane to Denver.

AREAS OF EXPERTISE
Transit-Oriented Development
Station Area Planning
Downtown and Corridor Revitalization
Comprehensive and Strategic Planning
Urban Design and Planning
Neighborhood and District Planning
Streetscapes and Corridors
Public Engagement

EDUCATION
MURP, Portland State University
MS, Psychology of Health and Exercise, Purdue University
BS, Health Promotion and Wellness, University of Wisconsin, Stevens Point

REGISTRATIONS
Certified AICP Planner

PROFESSIONAL AFFILIATIONS
American Planning Association (APA)
American Certified Institute of Planners (AICP)
Downtown Denver Partnership
Urban Land Institute
International Downtown Association

REFERENCES
David Gaspers, Principal City Planner
Community Planning and Development
City and County of Denver
(720) 865.2936
david.gaspers@denvergov.org

Raymond Hess, AICP-CTP,
Transportation Manager
City of Ann Arbor
rhess@a2gov.org
734.794.6410 x43675

SELECTED PROJECT EXPERIENCE
» Maryland Parkway Environmental Assessment, Las Vegas and Clark County, NV
» Southern Nevada Strong Demonstration Projects for Maryland Parkway and Las Vegas Medical District, Las Vegas and Clark County, NV
» OnBoard: High Capacity Transit Plan, Las Vegas and Clark County, NV
» Denver TOD, Denver, CO
» Peoria Station Catalytic Project, Denver, CO
» Denver Moves: Broadway-Lincoln, Denver, CO
» Charlotte Center City 2020 Vision Plan, Charlotte, NC
» San Antonio Comprehensive Plan Update, San Antonio, TX
» Boston Downtown Crossing Strategy, Boston, MA
» Dallas TOD Study, Dallas, TX
» Denver Downtown Area Plan, Denver, CO
» Blueprint Denver Update, Denver, CO
» Golden Triangle Neighborhood Plan, Denver, CO
» Ankeny Burnside Development Framework, Portland, OR
» Denver Moves: Broadway-Lincoln Corridor Study, Denver, CO
» Downtown Regional Center SubArea Plan, San Antonio, TX
» Charlotte Center City 2020 Vision Plan, Charlotte, NC
» Downtown Lone Tree SubArea Master Plan, Lone Tree, CO
» Theatre District Station Concept Design, Denver, CO
» Complete Streets Policy and Standards, Henderson, NV
Andrew Rutz, CNU-A
PROJECT MANAGER

Andy Rutz is a highly experienced urban designer who is passionate about bringing tangible, physical change, and improvement to communities around the country. From master planning and architectural design to transit-oriented development and streetscapes, Andy has applied his knowledge and expertise to help realize the ideas and hopes of people for their public spaces. He transitioned from architecture to urban design when he recognized its broad scale impact on the public realm. As a project manager, Andy ensures that client needs are met while maintaining team morale, which is an unnoticed, but critical element in producing good work with an innovative twist. He fosters an open exchange of ideas and will work tirelessly to achieve successful outcomes. Andy is adept at assimilating multiple points of view and assists clients and communities in finding common ground and solutions with the broadest appeal.

SELECTED PROJECT EXPERIENCE

» Southern Nevada Strong Demonstration Projects for Maryland Parkway and Las Vegas Medical District, Las Vegas and Clark County, NV
» On Board Mobility Plan and TOD Briefing Book Las Vegas and Clark County, NV
» San Antonio Area Plans, San Antonio, TX
» Indianapolis MPO Regional Activity Centers Plan, Indianapolis, IN
» Blueprint Denver Update, Denver, CO
» New Castle County “Reality Check” Workshop and Growth Strategy Game, New Castle County, DE
» Denver Neighborhood Planning Initiative, Denver, CO
» Alamosa Downtown Design Plan, Alamosa, CO
» Thornton Comprehensive Plan Update, Thornton, CO
» Denver Upper Downtown Plan, Denver, CO
» Denver Downtown Area Plan Mid-Point Reflection, Denver, CO
» Northglenn Civic Center Phase I Implementation, Northglenn, CO
» National Western Center Campus Placemaking Study, Denver, CO
» Arapahoe Square Design Standards and Guidelines, Denver, CO*
» Brighton Boulevard Corridor Design, Denver, CO*
» Cherry Creek North Area Plan, Denver, CO
» I-25 and Broadway Station Area Plan, Denver, CO*
» I-25 and Broadway Urban Design Standards and Guidelines, Denver, CO*

*Experience prior to joining MIG
Joan Chaplick, AICP
PUBLIC OUTREACH

Joan Chaplick is an expert public outreach strategist and facilitator who has engaged communities in collaborative planning and design for over two decades. Joan’s work has supported projects impacting hundreds of communities throughout the West, including transportation, infrastructure, natural resources, recreation, land use, and organizational development. Joan has a long working relationship with the City and a strong understanding of methods that work best and the strong staff capabilities within the City. The City benefits from maintaining alignment between its planning efforts to her experience helps her to build on past efforts to maintain forward movement while keeping the public, key stakeholders and decision makers engaged and informed.

SELECTED PROJECT EXPERIENCE
» Southern Nevada Strong Transit Oriented Development Demonstration Site Analysis, Las Vegas, NV
» Henderson Strong Henderson, NV Community Education Advisory Board – Facilitation of Quarterly Meetings
» Henderson Consolidated Plan and Housing Strategy Outreach, Henderson, NV Focus Groups to inform the City’s ordinance regarding sales of Recreational Cannabis

Jonathan Pheanis, AICP
TOD SPECIALIST

Jon is a planner and TOD specialist with over a decade of experience working with communities throughout the country. He brings experience contributing on projects including streets and public spaces, design and development regulations, and neighborhood and downtown plans. Through his work, Jon develops policies and related code standards that foster local economic development and strengthen community identity. With previous experience as a municipal planner, he understands the importance of crafting clear and defensible plans and policies that implement community goals. Jon is especially passionate working with people and bringing their ideas to life, generating enthusiasm and trust throughout each of his projects. He also brings experience in successful public involvement and meeting facilitation across a wide array of projects.

SELECTED PROJECT EXPERIENCE
» Southern Nevada Strong TOD Demonstration Site Analysis, Las Vegas, NV
» Gresham Civic Station Framework Plan, Gresham, OR
» Charlotte Center City 2020 Vision Plan, Charlotte, NC
» Maryland Parkway Environmental Assessment, Las Vegas, NV
» State Street Transit-Oriented Development Implementation Plan, Boise, ID
Regional Transportation Commission of Southern Nevada | CLV Maryland Parkway Corridor Transit-Oriented Development Plan

**Cole Gehler**  
**SENIOR PROJECT ASSOCIATE**

Cole Gehler’s skill set and experience crafts his unique position at MIG. Possessing a background in urban and regional planning and a professional concentration in design and physical planning, he can gain a deep understanding of the context he’s working in and use appropriate resources to make informed decisions. Cole has numerous roles at MIG including: project management, research and analysis, digital graphics production, writing and formatting documents, and community engagement. He balances his time and efforts according to each project’s unique needs. With Cole’s comprehensive understanding of planning / design projects and highly tuned graphic skills, he brings insight and talent to each project.

**SELECTED PROJECT EXPERIENCE**

- On Board Mobility Plan and TOD Briefing Book, Las Vegas and Clark County, NV
- Pittman Healthy Neighborhood Plan, Henderson, NV
- Maryland Parkway Environmental Assessment, Las Vegas and Clark County, NV
- Peoria Station Catalytic Project, Denver, CO
- Denver TOD Strategic Plan, Denver, CO
- North Tryon Vision and Implementation Plan, Charlotte, NC

**Elly Brophy**  
**PROJECT ASSOCIATE**

With an eye for detail, Elly Brophy uses her technical and creative skills to conduct research and analysis and create visualizations for a variety of design and planning projects. Elly is an expert in producing print and digital 2D and 3D graphics intended to enhance design communications. She also specializes in document layout and website creation and management. Elly is also motivated by creating great places that improve peoples’ experience in the public realm. Through urban design and planning, community engagement, and placemaking, she works to create vibrant gathering spaces and improve the places in which we live, work and play. By transforming design intent into 2D and 3D visualizations, Elly ensures that all stakeholders can understand, envision and contribute their ideas throughout a project.

**SELECTED PROJECT EXPERIENCE**

- Northglenn Civic Center Master Plan, Northglenn, CO
- Ridgeway Lone Tree City Center Subarea Plan, Lone Tree, CO
- San Antonio Comprehensive Plan, San Antonio, TX
- Blueprint Denver, Denver, CO
- Nishi Davis Gateway, Davis, CA
- St. Vrain River Redevelopment Study, Longmont, CO
- Orchard Station Subarea Plan, Greenwood Village, CO
- Henderson Comprehensive Plan, Henderson, NV
David Fields, AICP
PRINCIPAL

David Fields believes great places offer transportation choices so that people of all ages may walk, bike, ride the bus or train, or drive to their destinations. David has nearly 20 years of national and international experience, focusing on transportation planning that supports communities’ long-term goals including economic development, environmental sustainability, and quality of life. His favorite work is creating great places around transit stations, because it includes all components of transportation planning: pedestrian and bicycle access; parking and transportation demand management; transit planning including all transit options; plus coordination with a mix of land uses; and a commitment to involving the public.

David’s projects range in scale from neighborhood studies, including a Jackson Heights study that redesigned this New York neighborhood’s roadway and bus networks, to large plans, including Northeast Ohio’s Vibrant NEO Plan that coordinated transportation and land use for the next 25 years across a 12-county region. In all of his projects, David consistently starts by creating walkable places and then expands transportation’s reach for all members of the community.

David is Past Chair of the American Planning Association’s national Transportation Planning Division.

SELECTED PROJECT EXPERIENCE

» BART Multimodal Access Design Guidelines, San Francisco region, CA
» BART TOD Policy, San Francisco region, CA
» Moving Greater University Circle, Cleveland, OH
» Village Center Transportation Planning Study, Gladstone, MO
» Waterloo Central Transit Corridor Development Strategy, Waterloo, ON
» TOD Area Reports, Washington, DC
» Johns Hopkins Campus Planning, Baltimore, MD
» State Street Transit Oriented Development Study, Schenectady, NY
» TOD Guideline, Cleveland, OH
» TOD Area Reports, Washington, DC
» Arlington County Station Area Plans, Arlington, VA
» BRT-supported TOD projects, Gaochun and Kuchan, China
» Mockingbird Station TOD Plan, Dallas, TX
**STAFFING PLAN AND ORGANIZATION STRUCTURE**

**Geoff Slater**
**PRINCIPAL**

Geoff Slater has extensive experience throughout the United States and internationally that he brings to all of his projects, many of which have transformed transit services from very basic operations to mature, dependable transit systems. Geoff is nationally recognized as an effective and innovative service planner. Notable projects include a complete transformation of Pittsburgh’s transit service to provide better service at the same cost, the development of one of the country’s first BRT lines (Boston’s Silver Line), and the redesign of commuter rail service throughout post-apartheid South Africa.

**SELECTED PROJECT EXPERIENCE**
- On Board Mobility Plan and TOD Briefing Book, Las Vegas and Clark County, NV
- nMotion | Nashville Strategic Plan and High-Capacity Transit Corridor (HCT) Design, Nashville Metropolitan Transportation Authority, Nashville, TN
- The T Transit Master Plan, North Central Texas Council of Governments, Ft. Worth, TX
- Redesigning Downtown Transit, Kansas City Area Transportation Authority, Kansas City, MO
- Providence Bus Service Improvements, Providence, RI

**Tracy McMillan, PHD, MPH**
**PRINCIPAL**

Tracy McMillan brings health and transportation expertise to Nelson\Nygaard, with a focus on data, active transportation, travel behavior, and the health impacts of the built environment. Prior to joining Nelson\Nygaard, Tracy led project evaluation, policy analysis, and community technical assistance on topics related to multimodal transportation safety, accessibility, and mobility at UC Berkeley’s Safe Transportation Research and Education Center (SafeTREC). She led project development on older adult transportation mobility, accessibility, and safety as well as on health impacts of emerging technologies on individuals and communities. She has worked extensively on development and implementation of quantitative and qualitative data tools to assess transportation and health impacts.

**SELECTED PROJECT EXPERIENCE**
- Explore Washington Park, Autonomous Vehicle Grant Support, Washington Park, Portland, OR
- Grand Rapids Economic Equitable Development and Mobility Strategic Plan, Grand Rapids, MI
- Stockton Downtown Active Transportation Plan, Stockton, CA
- Claremont Hotel Parking Study, Oakland, CA

**EDUCATION**

**Geoff Slater**
- BSCE, University of Massachusetts Lowell, MA

**Tracy McMillan, PHD, MPH**
- PhD, Urban and Regional Planning, UC Irvine, CA
- MPH, Health Policy and Management, Emory University, GA
- BS, Exercise Science, SUNY at Buffalo, NY
James A. Barrett, CPA
PRINCIPAL

James “Jay” A. Barrett, Jr. has been a leader in Nevada’s unique financial industry for decades. In July 2011, Jay founded The JABarrett Company to offer his wealth of experience in corporate finance, real estate, growth, organization and governance, strategy, and performance improvement. Outside of work, he has dedicated himself to improving the quality and long-term strength of the Las Vegas community. Today, he works closely with the Las Vegas Metro Chamber of Commerce, the Council for a Better Nevada, and St. Rose Hospitals.

SELECTED PROJECT EXPERIENCE

» RTC of Southern Nevada Resort Corridor Resort Corridor High Capacity Transit Investment Study

» RTC of Southern Nevada, Transportation Investment Business Plan

Jacob Snow, AAE
PRINCIPAL

Jacob Snow has spent more than thirty years in southern Nevada building trusted relationships with government, business and not for profit entities. He has demonstrated a consistent ability to build consensus on transportation projects among competing and sometimes contentious local government officials in southern Nevada. As the General Manager of the Regional Transportation Commission of Southern Nevada from 1999 to 2012 Jacob worked very closely with FHWA, NDOT, localelected officials, public works directors, and planning directors from all of the southern Nevada political jurisdictions to build regional consensus on how to fund and prioritize transportation investments.

SELECTED PROJECT EXPERIENCE

» Transit Oriented Development Market Analysis for Maryland Parkway/Downtown Las Vegas for proposed high capacity transit alignment, Las Vegas, NV

» Report on Leading MPOs that fund Livability Programs for Transit Oriented Development, Las Vegas, NV

» Planning and Event Facilitation for Salt Lake City/Utah Transit Authority Transit Oriented Development Tour, Salt Lake City, UT

» Public Private Partnership Potential and Recommended Approach for Transit Oriented Development investment along Maryland Parkway/Downtown Las Vegas, Las Vegas, NV
STAFFING PLAN AND ORGANIZATION STRUCTURE

**Lynn Purdue**
**PRINCIPAL**

As a public relations practitioner in Las Vegas for more than 30 years, Lynn Purdue has helped to acquaint the valley and the world with many of the city’s modern landmarks and experiences. Lynn’s talents in creating synergistic relationships, working with diverse individuals to align their vision and applying strategic initiatives to move the needle of both public opinion and bottom line profits have benefited the agency’s clients across industry spectrums ranging from redevelopment, to education to development and more. Over her extensive career, Lynn has developed deep relationships with all types of local, national and regional media working with clients in a vast array of industries. This means she’s not only adept at responding to trends and changing tides, she also helps motivate them.

**SELECTED PROJECT EXPERIENCE**

» On Board Mobility Plan, stakeholder and public outreach and strategy

» City of Henderson Boulder Highway Brownfield Grant, public outreach

» Southern Nevada Strong, government affairs and strategy

» City of Henderson Redevelopment Agency, public outreach and branding strategy

**Bill Marion**
**PRINCIPAL**

William Marion serves as principal and partner of Purdue Marion & Associates, a senior-level strategic communications company that represents a wide variety of industries, including gaming, financial services, real estate, technology, political and government entities, manufacturing, education and more. Bill specializes in strategic planning, media relations, crisis communications, political consulting, community relations and government affairs, and he has served as a political consultant for several local, state, and federal campaigns. A native of Las Vegas, Bill has taught literature and history at the university level. Additionally, he is the past chairman of the Las Vegas Arts Commission and past chairman of the board for The Neon Museum. He firmly believes in expanding the role and visibility of culture, education and the arts in Southern Nevada.

**SELECTED PROJECT EXPERIENCE**

» On Board Mobility Plan, stakeholder and public outreach and strategy

» City of Henderson Boulder Highway Brownfield Grant, public outreach

» Southern Nevada Strong, government affairs and strategy

» City of Henderson Redevelopment Agency, public outreach and branding strategy
**Anil Verma, FAIA**

**ARCHITECT / PRINCIPAL-IN-CHARGE**

Anil Verma has dedicated his entire career to the development of mass transit projects and is a regular speaker on the subject of Transit Design and City Building in many national and international conferences. He excels in the planning, design and construction of Intermodal Transit Stations, Tunnel Ventilation Structures, and Maintenance Facilities. He specializes in the design of underground stations, including public spaces and ancillary equipment rooms, which are major cost components of subway station structures, having designed deep tunnel and cut and cover stations. He has also been involved in numerous rapid transit systems in the United States, Hawaii, Puerto Rico, Guam, and India. He has been an active participant in the construction management process and has had key roles in Design/Build projects such as Architect of Record, and Inspector of Record.

**SELECTED PROJECT EXPERIENCE**

- Regional Connector Transit Corridor Design-Build Contract (FTA funded), LA Metro, CA
- Kamehameha Highway Stations Group, Honolulu Authority for Rapid Transportation, Honolulu, HI
- Auburn Commuter Rail Station and Transit Center, Auburn, WA
- Diridon/Arena BART Underground Station, San Jose, CA

**James Keenan, SITES AP, ASLA**

**SR. LANDSCAPE ARCHITECT / URBAN DESIGN**

Jim is a landscape architect and project principal with over thirty years of experience. He has worked extensively with Public Agencies, Developers and Architects, and brings exceptional skills in management and design for a broad range of projects. His diverse abilities have allowed him to lead and manage all phases of planning, landscape design, and construction on a variety of challenging projects. He has worked on several transit stations and is very familiar with working with various rail transit authorities, counties, and cities adhering to each of their standards and quality control. He has a thorough knowledge of site hardscape materials, site drainage and low impact design, CBC, ADA, sustainability compliance, the latest irrigation technology and has an excellent understanding of planting materials for within Clark County.

**SELECTED PROJECT EXPERIENCE**

- Regional Connector (Design/Build Project), LA Metro, Los Angeles, CA
- Palmdale to Burbank Station Area Planning, California High Speed Rail Authority (CHSR), Los Angeles, CA
- City of Santa Clarita, Metrolink’s (SCRRA) Vista Canyon Double Track and Station Project, Santa Clarita, CA
- Valley Ranch Planned Community, Henderson, NV
Qualifications • Experience • Past Performance

MIG, Inc.
37 YEARS IN OPERATION
518 17th Street, #630  |  Denver, CO 80202

MIG, Inc., improves, adapts, and creates organizations, environments, and tools for human development. We are a community of designers, planners, engineers, scientists, and storytellers who engage people in creative problem solving and collective action. We believe that the environment around us has a profound impact on our lives, and this belief shapes the principles that guide our work:

» Communities can plan their own futures.
» Elegant design inspires new thinking.
» All built work should be context driven.
» Accessibility is always a given.
» The world needs an ecological perspective.
» Great projects add value beyond the project.

MIG is at the forefront of innovation. We are leading local, regional, and national planning and design initiatives to ensure accessibility and equity; we engage, educate, and empower people through participatory processes; we create playful and inclusive communities; revitalize cities and restore ecosystems; we reimagine streets and repurpose infrastructure; and we promote environmental stewardship by recognizing that the health of the natural and built world is mutually dependent.

Nelson\Nygaard
32 YEARS IN OPERATION
2 Bryant Street, Suite 300  |  San Francisco, CA 94105

Nelson\Nygaard Consulting Associates, Inc. is an internationally recognized firm committed to developing transportation systems that promote vibrant, sustainable, and accessible communities. Founded by two women in 1987, Nelson\Nygaard has grown from its roots in transit planning to a 130-person, full-service transportation firm with offices across the United States.

In keeping with the values set by the firm’s founders, Nelson\Nygaard puts people first. They recognize that transportation is not an end by itself but a platform for achieving broader community goals of mobility, equity, economic development, and healthy living. The firm’s hands-on, national experience informs but does not dictate local solutions. Built on consensus and a multimodal approach, their plans are renowned as practical and implementable.

Recognized for projects around the world, Nelson\Nygaard has received awards and honors from professional organizations and government agencies including the American Planning Association, the Federal Transit Administration, the Association of Environmental Professionals, the American Society of Landscape Architects, the Congress for the New Urbanism, and the Canadian Institute of Planners.
The JABarrett Company
8 YEARS IN OPERATION
3271 S. Highland Dr. #702  | Las Vegas, NV 89109
The President and Principals of the JABarrett Company (JABarrett) have been Nevada Institutions in the arenas of Hospitality, Gaming, Finance, Real Estate and Transportation for the past four decades. Their expertise is in providing strategic management consulting for gaming, real estate, state, regional and local government, and not for profit clients in Nevada and California.

They specialize in complex financial transactions and techniques, with particular specialization in new markets tax credits, employee stock ownership and profit-sharing programs and in strategic real estate analysis. They also have developed a portfolio of government clients to assist them with strategic planning related to placemaking, economic development and redevelopment, and transportation planning.

PMA specializes in identification of stakeholders and community leadership, and creating lasting and impactful relationships between them and their clients. The agency is known for its expertise in garnering genuine public input on community issues, and have achieved success for clients like Southern Nevada Strong, On Board: Your Future Transit Plan (RTC High Capacity Transit Study), The Maryland Parkway and Boulder Highway EPA Brownfield grants, Keolis Transit America, Energy Fit Nevada with the City of Las Vegas, Republic Services, and the Downtown Investment Strategy for the City of Henderson Redevelopment Agency, among others.

Purdue Marion & Associates
17 YEARS IN OPERATION
1333 N Buffalo Dr #220  | Las Vegas, NV 89128
Purdue Marion & Associates (PMA) is a Southern Nevada public relations, government affairs and community outreach firm that truly is engrained into its community. For the past 14 years, the company and its associates have been integrally involved in a multitude of community initiatives, coordinating strategy, managing stakeholder participation, input and consensus building; and overseeing policy adoption.

Since its inception in 2002, PMA has operated as a tightly-knit group of seasoned, senior-level professionals who provide innovative thinking for our clientele. The agency was honored as the “Best Places to Work” for which we credit the passion, enthusiasm and high energy of our team. PMA knows the Nevada market because they have lived there for a long time—many of them for their whole lives.

AVA has extensive experience in the design and construction of intermodal stations and wayside facilities. Their station designs address the requirements in environmental documents, and in accordance with our client’s engineering standards, Title 24, ADA, and other applicable codes and requirements. Provisions for ticket vending machines, variable message signs, CCTV cameras, and PA are provided in accordance with the latest standards. AVA Staff also has a great deal of experience within the Las Vegas area.
# Relevant Project Experience

<table>
<thead>
<tr>
<th>Project</th>
<th>Reference</th>
<th>Project Status</th>
<th>Scope/Role</th>
<th>Schedule/ Budget</th>
<th>Termination Action</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MIG</strong></td>
<td></td>
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</tr>
<tr>
<td>On Board Mobility Plan and TOD Briefing Book</td>
<td>Raymond Hess, AICP-CTP, Transportation Manager City of Ann Arbor <a href="mailto:rhess@2gov.org">rhess@2gov.org</a> 734.794.6410 x43675</td>
<td>Ongoing; TOD Briefing Book Completed 2018</td>
<td>Led TOD component, stakeholder/representative engagement, and land use</td>
<td>On Time/ On Budget</td>
<td>None</td>
</tr>
<tr>
<td>Southern Nevada Strong Transit Oriented Development</td>
<td>Lisa Corrado, Senior Planner City of Henderson 702.267.1507 <a href="mailto:Lisa.Corrado@cityofhenderson.com">Lisa.Corrado@cityofhenderson.com</a></td>
<td>Completed 2014</td>
<td>Project strategy and design, website development, planning and implementation assistance</td>
<td>On Time/ On Budget</td>
<td>None</td>
</tr>
<tr>
<td>Dallas TOD Design and 360 Plan Update</td>
<td>Kourtny Garrett Senior Vice President - Marketing Downtown Dallas Inc. 469.471.4059 <a href="mailto:garrett@downtowndallas.org">garrett@downtowndallas.org</a></td>
<td>Completed 2017</td>
<td>Led consultant team in develop plans, policies, and programs for five stations. Assessed neighborhoods, developed guidelines, downtown-wide multimodal circulation plan</td>
<td>On Time/ On Budget</td>
<td>None</td>
</tr>
<tr>
<td>Denver TOD Strategic Plan and Transit Improvements</td>
<td>David Gaspers, Senior City Planner City and County of Denver 720.865.2936 <a href="mailto:david.gaspers@denvergov.org">david.gaspers@denvergov.org</a></td>
<td>Completed 2014</td>
<td>Develop typology for all existing/planned stations, including overlay of market readiness</td>
<td>On Time/ On Budget</td>
<td>None</td>
</tr>
<tr>
<td>State Street TOD Implementation Plan</td>
<td>Stephen Hunt Valley Regional Transit 208.258.2701 <a href="mailto:shunt@valleyregionaltransit.org">shunt@valleyregionaltransit.org</a></td>
<td>Ongoing</td>
<td>Conceptual design, land use planning, connectivity, urban design recommendations, transit/pedestrian safety video, analysis of market readiness for catalytic development</td>
<td>On Time/ On Budget to date</td>
<td>None</td>
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<tr>
<td><strong>Nelson Nygaard</strong></td>
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<tr>
<td>Colfax BRT Corridor Study</td>
<td>Ryan Billings, Transit and Corridors Planning Supervisor 720.865.3130 <a href="mailto:Ryan.Billings@denvergov.org">Ryan.Billings@denvergov.org</a></td>
<td>Completed 2018</td>
<td>Design for bus rapid transit, fealibility analysis, outreach</td>
<td>On Time/ On Budget</td>
<td>None</td>
</tr>
<tr>
<td>BART Multimodal Access Design Guidelines</td>
<td>Bob Franklin, Department Manager Customer Access and Accessibility 510.464.6169 <a href="mailto:bfrankl@bart.gov">bfrankl@bart.gov</a></td>
<td>Ongoing</td>
<td>Develop guidelines for planning station access, guiding future development, encouraging ridership</td>
<td>On Time/ On Budget to date</td>
<td>None</td>
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<tr>
<td><strong>JABarrett</strong></td>
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<tr>
<td>Maryland Parkway Transit Oriented Development Site Selection Analysis and Recommendations</td>
<td>Angela Castro, Chief Strategy Policy and Marketing Officer RTC of Southern Nevada</td>
<td>Completed 2017</td>
<td>Market based TOD site selection analysis</td>
<td>On Time/ On Budget</td>
<td>None</td>
</tr>
<tr>
<td>Transit Value Capture Memo</td>
<td>702.678.1552 <a href="mailto:castroa@rtcsnv.com">castroa@rtcsnv.com</a></td>
<td>Completed 2017</td>
<td>Summary outlining the historical role of value capture in the national transit industry</td>
<td>On Time/ On Budget</td>
<td>None</td>
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<td>TOD Livability Programs Review</td>
<td></td>
<td>Completed 2018</td>
<td>Best practices guide for programs that support transit oriented development</td>
<td>On Time/ On Budget</td>
<td>None</td>
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<tr>
<td><strong>Purdue Marion &amp; Associates</strong></td>
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<tr>
<td>Clark County - EPA Maryland Parkway Brownfield Grant</td>
<td>Mike Popp Senior Management Analyst Clark County 702.455.2312 <a href="mailto:popp@ClarkCountyNV.gov">popp@ClarkCountyNV.gov</a></td>
<td>Ongoing</td>
<td>Public outreach to build awareness and encourage property owner participation</td>
<td>On Time/ On Budget</td>
<td>None</td>
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<tr>
<td><strong>Anil Verma Associates</strong></td>
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<tr>
<td>Kamehameha Highway Station Group (KHS), Honolulu Authority For Rapid Transportation (HART)</td>
<td>In-Tae Lee, Deputy Director of Engineering and Design Honolulu Authority for Rapid Transportation 808.768.6198 <a href="mailto:ilee@hono.gov">ilee@hono.gov</a></td>
<td>Ongoing</td>
<td>Prime consultant responsible for architecture, structural, mechanical, and electrical engineering</td>
<td>On Time/ On Budget to date</td>
<td>None</td>
</tr>
</tbody>
</table>
On Board Mobility Plan and TOD Briefing Book

LAS VEGAS, NEVADA

The On Board Mobility Plan is a high capacity transit plan for Southern Nevada that is identifying enhancements to the current transit system that can improve future mobility and accessibility for regional residents and visitors. Part of this process is developing the land use and urban design vision for station areas along the enhanced high capacity transit corridors throughout the region and MIG led the TOD component of this effort, including establishing characteristics of TOD in Southern Nevada, developing a TOD Typology, and locating the region’s most viable TODs.

TOD Typology will guide regional planning and local regulations, and it defines TOD Types in terms of mixture of uses, density, building form, time of activation and street block pattern. Additionally, MIG developed guidance relating to the “equitable TOD” to ensure affordable housing and job training programs are located within the emerging TOD areas.

In developing the TOD vision for Southern Nevada, MIG has helped to engage stakeholders and representatives from the various jurisdictions, and MIG modeled residential and employment projections based on transit investment and TOD policy. These projections helped to determine the most viable TOD in the region and what level of incentive is needed to encourage TOD.
Southern Nevada Strong and Demonstration Sites

Following the 2008 recession, economic recovery in Southern Nevada has been much slower than the rest of the country. To create opportunities, the Southern Nevada Regional Planning Coalition and the City of Henderson initiated “Southern Nevada Strong,” a collaborative regional planning effort that supports economic development and better integration of jobs, housing and transportation.

For this three-year initiative, MIG provided project strategy and design services, website development and maintenance, and planning and implementation assistance. We created a strategic messaging and communications plan and a multi-faceted Public Engagement Plan (PEP) for outreach to a full range of stakeholder groups including low-income, minority and Limited English Proficient populations.

MIG designed and implemented pop-up workshops, on-site activities, open houses, and web-based workshops, and we assisted with the design and implementation of on-line surveys and telephone town halls. Other outreach tools included the use of Quick Tap Survey App, iPad surveys, outreach kiosks, electronic polling, and an interactive comment tool, Dynamic Documents. Materials and activities were designed to accommodate participation in both English and Spanish. MIG fully documented the outreach process, provided editorial and design support for the final plan and created the “at-a-glance” Plan brochure for the community.

On the heels of the regional visioning, MIG participated in demonstration studies that included Maryland Parkway and the Las Vegas Medical District.
For the Downtown Dallas TOD Plan, MIG led a multidisciplinary team of consultants in the development of plans, policies, and programs for five station areas along Dallas Area Rapid Transit (DART) light rail lines. With focused planning in five communities located on Dallas Area Rapid Transit (DART) light rail lines, the City of Dallas aims to encourage the development of housing that meets the needs of the community, today and in the future.

Each planning area is located along a DART rail line in neighborhoods that have suffered low investment or disinvestment and have seen a shrinking population and tax base. Workforce housing, mixed-income housing, and mixed-use housing are particularly important. Catalyst sites within each station area were identified as focal points for development and redevelopment activity. Using a modeling tool, the team created redevelopment scenarios, including specific catalytic sites, infrastructure improvements, and associated development costs.

Subsequently, MIG led a multidisciplinary consultant team that partnered with the City of Dallas and Downtown Dallas, Inc. to update its Downtown Dallas 360 Plan. The update process consisted of two phases. Phase 1 included granular assessments of 17 micro-districts to identify development opportunities with of Downtown stakeholders in a unique public-private partnership with an aim toward capitalizing on investments; building upon existing and emerging district identities; strengthening connections within and outside of the freeway loop; activating streets; and animating public spaces.

Phase 2 linked the granular assessments and complete streets design guidelines with a downtown-wide multimodal circulation plan, a first for Downtown Dallas, that holistically connects bicycles, pedestrians, transit (light rail, streetcar, bus, high speed rail), and autos to support greater walkability for a burgeoning residential and mixed-use development pattern.
The City and County of Denver is a national leader in transit-oriented development (TOD) with an ongoing regional commitment to serve as a model of innovation for other communities. Given the substantial progress since Denver developed its first TOD Strategic Plan in 2006, successful models from other communities, and the evolution of TOD planning overall, the City and County hired MIG to update their strategic plan. The 2014 plan was designed to better respond to in-depth economic and market analysis, contain more specific priorities and actions, and consider the latest best practices and lessons learned.

MIG helped the City and County prepare for FasTracks investment in regional rail and pushed the boundaries of TOD approaches by considering how each station had a distinct role and character in the system. This allowed the strategy to address distinct station contexts and propose tailored land use mixes. MIG developed a typology for all existing and planned stations in Denver and included overlay of market readiness that allowed for different recommendations based on the maturity of the station and station area.

The plan was implementation-oriented and focused on the following 5-10 years. This requires specific, directive, and measurable actions. MIG prepared result monitoring and performance measurements as a critical part of the plan.

MIG is leading a consultant team to develop transit-oriented development concepts for potential bus rapid transit (BRT) stations along the State Street Corridor. A consortium of partners is involved in this complex project, including COMPASS, Valley Regional Transit, Ada County Highway District, Idaho Transportation Department, and the Cities of Boise, Garden City, and Eagle, along with landowners, businesses, and key stakeholders along the corridor. This project builds upon several studies completed over the last 10 years to encourage places to live and work closer together with multiple transportation options. Part of this process is also to begin the process of changing behaviors around transportation. The MIG Team is developing a video to educate residents and businesses about BRT and pedestrian safety along busy corridors.

In addition to conceptual station design and integration with adjacent development, land use planning, connectivity, and urban design recommendations for each of the potential BRT stations, the project team is developing a pro-forma analysis for prototypical developments to identify market readiness and potential catalytic development opportunities. The project team will use this information to develop an incremental implementation plan with specific actions to achieve a more walkable and transit-focused corridor.
Nelson\Nygaard developed a design for bus rapid transit on the Denver region’s highest ridership transit corridor, East Colfax, which has highest nearly seven million annual boardings, or more than 22,000 per weekday. Weekday ridership is projected to more than double by 2035.

The first phase of the project analyzed the geometric and operational feasibility of high-capacity transit. The over nine-mile corridor, from I-25 in Denver to I-225 in Aurora, generally consists of four travel lanes with turn pockets and occasional on-street parking. The team created multimodal evaluation criteria to screen center-running BRT against other options, including measures such as placemaking, safety, and economic development.

All-day dedicated, center-running transit facilities were recommended, based on increased person-capacity and benefits including placemaking opportunities, support for Vision Zero through shorter pedestrian crossings, retail activation with wider sidewalks, and shorter travel times for passengers.

The second phase of the Colfax corridor study included extensive outreach, and advanced the center-running BRT alternative to 10% design within the city of Denver.

The City of Denver is preparing to initiate the detailed (30%) design and environmental review process for the Colfax BRT Project in early 2019.

**BART Multimodal Access Design Guidelines**

**SAN FRANCISCO BAY AREA, CALIFORNIA**

BART moves hundreds of thousands of people safely and comfortably on its trains every day. Whether those hundreds of thousands of people access BART stations by walking, biking, riding transit, or driving, the experience between the station fare gates and the surrounding network needs to be safe and comfortable. The design of BART station areas is critical in making the system comfortable, safe, and accessible for all riders. To this end, BART hired Nelson\Nygaard to develop guidelines for planning the access to and around BART’s stations through person-scaled standards that provide consistent access at all points across all stations.

The Multimodal Access Design Guidelines (MADG) are focused on passenger experience, with the goal of making station areas contribute to the community fabric and encourage BART ridership, while prioritizing non-driving and high-occupancy modes. By prioritizing human activity, the MADG ensures that all modes can access stations with little to no conflict with other modes, access routes are direct and place people where they want to be, stations are easy to navigate via the built environment, and humans feel safe and secure when traveling to, from, or waiting at the station. In addition to a “pedestrians first” approach, the guidelines emphasize compact design and regional connections that reduce travel time and distance. The effort also supports BART’s system-wide goals, including increased efficiency and productivity, through cost-effective access improvements that allow costly efforts to expand parking.
Maryland Parkway Transit-Oriented Development Site Selection Analysis and Recommendations

LAS VEGAS, NEVADA

As part of the preparatory planning work associated with a potential major transit capital investment along Maryland Parkway and into Downtown Las Vegas, the JABarrett Company conducted a market based TOD site selection analysis, which identified the specific parcels along the proposed transit route that offered the best potential for TOD. The process included the following steps:

» Detailed market analysis for every parcel along the entire corridor within a ¼ mile radius of the route
» Segmentation of the route into ten distinct real estate market districts
» Thorough market research on demographics, commercial and residential rents, and available infrastructure for all ten market segments
» Convened of a half-day session where seven local and national TOD developers provided direct feedback to RTC on their feedback and rankings of the TOD potential for the ten, segmented market districts
» Creation of a final evaluation matrix to score and rank the three best parcels for TOD from a finalist list of 20 different parcels

Transit Capture Memo

The RTC commissioned the JABarrett Company to draft a summary memo outlining the historical role of value capture in the national transit industry. They conducted an extensive literature review of the topic and presented our findings and recommendations to RTC. Major findings included the following:

» A majority of property owners in a corridor/district that are motivated to develop is key

» Good timing along with a good economy and a healthy real estate market are a necessity for the use of value capture

» Local policy supportive of TOD elements such as density bonuses, reduced parking, expedited entitlements and other TOD incentives are crucial in attracting qualified developers

» The presence of a high amount of traffic congestion in and around the proposed transit corridor can provide the political will for support of a major transit investment and higher density TOD

Proven value capture tools used for both transit capital and operating expenses were also identified and included the following:

» Property Tax Special Assessment District
» Joint Development
» Tax Increment Financing
» Development Fees

TOD Livability Programs Review

Description/Scope/Role: During calendar year 2018, the JABarrett Company conducted a year long research project for RTC that focused on how leading Metropolitan Planning Organizations have structured their programs that provide capital or operating support to subsidize transit oriented development. They conducted literature reviews, in person interviews and teleconferences with the top leaders of seven different MPOs on their experiences with using federal or local funds to incentivize TOD.

The information contained in the report was used by RTC to gather best practices, perspectives and experiences of seven different metropolitan regions in partnering with their MPO/COG in planning for and implementing significant livability improvements in the form of TOD. The RTC has subsequently come out with their own livability program that was informed by our research.
Clark County - EPA Maryland Parkway Brownfield Grant *(PMA Project)*

**CLARK COUNTY, NEVADA**

For several years, Clark County and the City of Las Vegas have been looking at the development and redevelopment opportunities along the Maryland Parkway corridor from the airport into downtown. Last year, Clark County received a grant from the Environmental Protection Agency to help in this effort. Portions of the corridor are known to have been exposed to soil and water contamination and, consequently, the majority of property owners are required to get environmental assessments prior to sale or redevelopment of their property. The EPA grant assists property owners by covering 100% of the cost for an initial Phase I research study, and if necessary, a Phase II study to assess the environmental condition of that property. The intent is to provide assistance to stimulate activity in a recognized urban area with great redevelopment potential.

Purdue Marion & Associates has conducted the public outreach component of this grant program to build awareness of the project and to encourage property owner participation. During the initial stage they created collateral materials to promote the program and held two informal public meetings (one at UNLV, the second at the Boulevard Mall), and we worked closely with the Maryland Parkway Coalition to announce the project. In addition, PMA provided assistance to Stantec Engineering, the lead contractor, in a site-by-site evaluation of properties along the corridor, physically identifying those properties that would be prime candidates for the grant awards.

Recognizing that there might be initial skepticism about any EPA related program related to environmental assessments, a prioritized list was created for direct outreach to get early adopters who would then become advocates for the program. PMA met with specific property owners and, over a period of two to three months, successfully had seven property owners sign up and apply. A formal public meeting for all property owners along the corridor aims to encourage expanded participation, and PMA will continue with direct outreach to ensure full utilization of the grant resources.

Kamehameha Highway Station Group *(KHSG)* *(AVA Project)*

**HONOLULU, HAWAII**

The conceptual design of three complex aerial stations, one with a freeway ramp, were completely redesigned and the ancillary equipment rooms were reorganized by Anil Verma Associates to reduce the station footprint while maximizing public spaces. The redesigns were coordinated with the guideway and systems contractors and with HART. All stations have two 240” platforms, concourses, equipment rooms and vertical circulation systems.

**Pearl Highlands Station** has an elevated station structure with 240 ft. long side platforms located on the triangular property bounded by Kamehameha Highway, Farrington Highway, and the H-1/H-2 interchange in the vicinity of Kuala Street at the western limits of Pearl City. This station complex includes a rail station, a bus transit center, and a parking structure that is being constructed in two phases. The first phase has the aerial station structure, transit guideway, and an aerial station/bus deck 46’ above a river, making it environmentally and structurally challenging.

**Pearlridge Station**’s platform structure spans over the 30 ft. wide concourse bridge which connects to the at-grade station entrance structures located on either side of Kamehameha Highway. A Traction Power Substation (TPSS) and a separate ancillary building housing the train control and communications room are on the site. Other equipment rooms are located on the parcel containing the Makai entrance building.

**Aloha Station** has two elevated, 240 ft long side platforms, located within the existing Kamehameha parking lot at Aloha Stadium. The elevated side platforms are accessed directly from the at-grade entrance structures via stairs, elevators, and escalators. A single station entrance is provided to serve Aloha Stadium and the adjacent park-andride lot/bus transit center.
The MIG Team has reviewed the RFP for the Maryland Parkway TOD Plan and prepared the following work plan to respond to the specific specifications articulated by RTC and the City of Las Vegas in procurement documents and during the pre-proposal meeting that was held in support of the project.

**Project Management and Literature Review**

We understand that this project must establish a visionary and intuitive framework identifying a path forward for implementation of transit-oriented development along the 5.6-mile Maryland Parkway Corridor within the City of Las Vegas. Importantly, this effort must also provide Las Vegas and Southern Nevada a template to plan TOD for additional fixed-guideway corridors as identified through the On Board Mobility Plan.

Our experienced team will approach each task with a design process that has been used successfully on a wide range of complex planning projects. Key elements of our approach include:

- **Client involvement.** We will work with you to create a process that actively involves RTC and City of Las Vegas staff, as well as key user groups, such as the Stakeholder Advisory Workgroup (SAW), and the Multiagency Staff Workgroup (MSW). We will build in reviews and updates in the form of regularly scheduled meetings or conference calls and draft submittals and reviews at critical junctures.

- **Consistent MIG senior staff involvement in each phase of the project.** As Principal-in-Charge, Jay Renkens will oversee the project and ensure the optimal allocation of staff resources needed to support this effort. Andy Rutz, Project Manager and Senior Urban Designer, will lead the day-to-day project management, coordinate the team, and be the primary contact for RTC and the City. Jay and Andy will be working closely with the team of subject matter experts we have assembled to provide best practice solutions through the duration of this project.

- **Quality control.** MIG has a 37-year track record of working interactively with our clients to provide innovative designs and plans delivered in a timely and cost-effective manner. The result of our quality and cost control measures is that over 80 percent of our clients return to us for service. Prior to delivery to the client, all subconsultant work will be reviewed by the Principal and Project Manager using a comprehensive checklist.
**PROPOSED PLAN TO ACCOMPLISH THE SCOPE OF WORK IN A TIMELY MANNER AND WITHIN THE RTC’S BUDGET**

Our team is committed to deliver the proposed Scope of Work on time—by the December 2020 draft plan date specified in the RFP—and within budget, by utilizing the follow methods:

**Meeting Windows.** The MIG Team will utilize “meeting windows” throughout the planning effort. Meeting windows are scheduled to align multiple meetings and presentations on one or more days to efficiently leverage travel expenses and achieve the most efficient coordination with client staff, key stakeholders, and public engagement events.

**MIG Resource Planning.** To most effectively tap into the depth of resources MIG has across its offices and business units, we utilize a sophisticated internal resource planning system. This allows us to anticipate periods of intense activity and ensure we plan to have key staff and resources available for meeting preparation, analysis, content development, and creation of communication and visualization materials as each plan builds up to key milestones.

**Effective Communications.** While we believe regular communication and effective coordination are paramount. Our team will meet and correspond with City of Las Vegas Staff and RTC staff on a regular schedule to review plan progress, tasks and milestones.

**Budget Control and Monitoring.** MIG has real-time project budgeting and monitoring software (Deltek Vision) to ensure budget allocations and expenditures are aligned with and support project success. This provides a basis for evaluating actual staff hours against estimated expenditures. Status reports will be provided regularly.

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**TASK 1: EXISTING CONDITIONS AND NEEDS ASSESSMENT**

Successful Transit-Oriented Development accommodates travel by all modes and ability levels, balancing demand and providing transportation choice. Task 1 will include an inventory of all existing and planned transportation components within one mile of each station, including transit (frequency, headways, ridership), pedestrian access (sidewalks, crosswalks, traffic signals, and stop signs), bicycle access (bicycle routes/infrastructure and publicly available parking), vehicle access (lanes per street, traffic volumes, and publicly available parking), and crash data. In order to streamline the process, our team will leverage recently completed work and utilize data from existing summaries rather than including new data collection.

For each modal component, the project team will identify usability of the mode and highlight key gaps or barriers (i.e., missing sidewalks or intersections difficult to cross). The Project Team will also identify barriers to TOD embedded in municipal parking requirements. These may include parking requirements for station areas that do not allow TOD as-of-right, parking policies that discourage TOD, or lack of incorporation of TNC’s into the planning process.

In terms of land use and built form, our team will assess vacant land, existing land uses, and existing infrastructure along the corridor, with an emphasis on all parcels within a ½-mile radius around each proposed station area. We will use that data along with a preliminary code analysis to identify locations with high potential for development and placemaking. This will be coupled with an analysis of the demographic and development related data by Traffic Analysis Zone (TAZ) for all proposed Maryland Parkway transit station areas.
Approach to Data Collection, Review, and Analysis

Our team sees great value in compiling the work accomplished in Tasks 1 and 2 into a highly graphic, user-friendly diagnostic; perhaps in format and style similar to the TOD Briefing Book that was prepared as a part of the On Board Mobility Plan. Such a document can help with the educational component of the needs for and benefits that can come from TOD along Maryland Parkway that we see as a part of this effort. Without many true TOD examples in the region, many local developers and stakeholders would benefit from an easily understandable and communicable set of data that could present a compelling reason to encourage forward-looking TOD.

Each of the members on our team have had experience working both in the area and along the corridor, and as such, we will be able to leverage that familiarity with the study area to nimbly identify the most salient data points. In particular, we will be able to leverage the existing relationships that the JABarrett Company has with developers, as well as their own extensive real estate development experience in southern Nevada to hone in the data that the end users in the development community will find most valuable. Our approach to collecting that data will include the following sources and tools:

- Proprietary algorithms,
- Previous studies our team has conducted on optimal TOD sites along Maryland Parkway,
- GIS tools and private and public domain real estate databases/resources (including the Regional Transportation Commission's (RTC) project analysis tool)
- On site station area surveys

Task 2: Market Analysis of Districts and Transit Stops with Greatest TOD Potential

We will use the above data and process to work cooperatively with RTC and the City of Las Vegas to develop a custom, market-based, Transit Oriented Development/Economic Development matrix for which station areas have the most potential for development success. This custom matrix will be designed to initially focus on successful BRT development strategies and will be scalable to allow for focus on possible future LRT.

Our team’s work will build on the year-long study the RTC commissioned JABarrett Company to conduct on their behalf to identify the three parcels in the Maryland Parkway corridor within Las Vegas that demonstrated the best market potential for TOD. The three station areas identified in that study included the Las Vegas Medical District, Fremont East, and the area north of Sahara and south of Charleston.

Research on TOD indicates that one of the most effective approaches to incorporating successful value capture approaches to both transit and TOD and Equitable TOD (ETOD) is by working with a master developer who 1) owns a lot of land in a transit district, 2) is highly motivated to develop that land, and 3) is anxious to work in concert with public and not for profit agencies to develop their land in a way that could provide livability benefits to the district and to the entire region. As such, the market analysis will build on this and other previous efforts to accomplish the following.

- Rank all station areas from “ready” to “not ready” based on best practices methodology considering a locally preferred alternative mode and future upgrades to higher capacity mode selection.
- Identify the top three station areas that are ready for or close to TOD creation; these may align with the City of Las Vegas Downtown Master Plan “Mixed-Use Hubs” concept, or be major activity centers of entire Downtown districts. At least one station area shall be in the area of the Maryland Parkway corridor south of Charleston Boulevard and north of Sahara Ave.
- Perform a market analysis of TOD readiness at station areas for a BRT mode scenario and a “what-if” consideration of a future upgrade to LRT, including:
  - Assess property values, commercial and residential rent, block, and lot-level patterns of development (micro-scale analysis) in pre-identified focus areas Station Area Plans (1/4-mile from stops);
WORK PLAN

- Existing and future demographics;
- Inventory of existing and future public infrastructure needs;
- Current zoning and recommended changes based on the TOD typology; and
- New or strengthened incentives that could legitimately be implemented, such as density bonuses, parking reductions, relaxed approval requirements, or expedited permitting TOD and preserving affordability, such as land-banking.

TASK 3: WORKFORCE HOUSING PLAN

An emphasis of our work on the Workforce Housing Plan component of the project, as well as the Station Area TOD Plans themselves in Task 4, will be equity. Finding opportunities for TOD to provide equitable access to affordable and attainable housing is a critical piece of helping the Maryland Parkway corridor built a resilient future through transit investment, and we realize that those opportunities will need to come at a variety of scales and from both local and regional sources.

Our team will work with the recently established Southern Nevada Housing Coalition and others to establish a land bank or other form of subsidy to purchase land and obtain other forms of both capital and operating assistance to create the conditions that will allow affordable workforce housing to exist in the corridor/district. We can also target key partnerships and leverage institutional users such as UNLV to work with the Southern Nevada Housing Coalition to help build affordable student housing in places like the Las Vegas Medical District.

Finally, this task will include identifying regulatory tools that can help move the needle toward more equitable and attainable development types. The recent 2019 Legislature saw the passage of several bills involving affordable housing sponsored by State Senator Julia Ratti. An audit of all those bills will be incorporated into this study. As a part of our zoning analysis, we will also explore best practice applications of inclusive zoning as a means to provide for affordable workforce housing to determine if such a tool would have merit along the Maryland Parkway corridor.

PROCESS FOR DEVELOPING AND BUILDING CONSSENSUS ON GOALS, STRATEGIES, AND AN IMPLEMENTATION PLAN

Building consensus as well as cultivating lasting champions for implementation is all about consistency and clarity of communication and relationship-building. The team we have assembled for this Plan is highly passionate about both and has a proven track record of successfully implementing the resultant vision from planning efforts such as this.

In addition to the robust Community and Stakeholder Engagement strategies outlined in Task 7, our team already has a running start on the relationship-building and communications portion of the effort, because we can leverage so many existing relationships. Our team’s work with On Board and Southern Nevada Strong efforts have positioned us to be able to build on momentum from those efforts to reach consensus more efficiently. We recognize that we will need to overcome perceived limitations of BRT for TOD, so we understand the importance of being equipped to plan and offer solutions to those perceptions from the start of the process.

Finally, we envision the Executive Summary deliverable serving as both a plan summary as well as a graphic and user-friendly marketing booklet, so that as the stakeholders in the process become implementation champions moving forward, they can use this tool to promote the vision of the Maryland Parkway Corridor TOD Plan to property owners, investors, and businesses.

TASK 4: STATION AREA TOD PLANS

While all Station Area TOD Plans developed in this task will build upon the findings from the Existing Conditions and Needs Assessment to effectively propose increased housing and employment options, we feel a key component to Task 4 also includes the need to create excitement around transit in the region, as well as the merits of TOD along BRT. We understand that each type of TOD requires a different approach and communication strategy, and BRT is no different. We will ensure that the Maryland Parkway Corridor BRT and each individual station have their own distinct identity.
Development and reinvestment brings change, and we believe that transit-oriented communities should support community equity and local opportunity, rather than exacerbate neighborhood divisions. Our approach to these TOD Plans will be to identify strategies to prevent displacement of existing residents, businesses, and community institutions. We will seek ways to plan for more options and opportunities for low and moderate-income households, such as affordable multifamily design and inclusive first and last mile strategies, that make station areas feel safe and welcoming to all.

We approach TODs as activity hubs and community amenities that serve the neighborhood by providing quality places and experiences that support social cohesion, active transportation, and healthy recreation. Shifting our thinking from transit-oriented development to transit-oriented communities allows room for creativity and innovation that treats station areas as complete urban neighborhoods.

From a transportation and design perspective, our team will:

» **Develop Station Area TOD plans** that focus on optimizing access to, mobility within, and egress from station areas, including opportunities to bring cohesion and balance to modes of travel that are otherwise likely to come into conflict within limited station geographies.

» **Respond to that station area’s local opportunities** to balance modal accommodation and performance, with priority given to modes that best support the access and circulation needs of each station and TOD opportunity area.

» **Consider how to shift the travel mode** of existing, long-term station area residents so that they can reap the benefits of investment in their communities. Our aim will be to guide the creation of new environments that promote healthy lifestyles as growth occurs.

» **Integrate parking and Transportation Demand Management** (TDM) are also critical to successful development of a Station Area TOD. The key goal is to allow sufficient parking to accommodate vehicle trips, without allowing vehicle parking to dominate the site or the financial feasibility of development.

» **Provide recommendations** for packages of vehicle parking, Transportation Demand Management, bicycle parking, and TNC access.

**Form-Based Code**

From a zoning code and built environment standpoint, our Station Area TOD Plans will prioritize creatively activating ground floors; offering people experiences as well as conveniences; using evidence-based design to direct resources; and encouraging a distinct identity and providing community amenities for each station.

The Form-Based Code that the City of Las Vegas has applied to the Downtown Las Vegas Overlay District—currently being applied to the Las Vegas Medical District and Fremont East portions of the District—has been built, by design, to complement the RTC’s high-capacity transit project through the Downtown Las Vegas area. The City of Las Vegas’ leadership in establishing a form-based code for areas in the Downtown Las Vegas Overlay District offers a tremendous incentive to the formation and establishment of successful TOD districts.
The incentive results from the new code’s clearly articulated vision and standards that present a development vision that supports walking, biking, and high-capacity transit as not just alternative modes of transportation, but as key to achieving a high degree of livability, and providing a vibrant, compact, mixed use, urban area that is key to successful 24-hour transit ridership. Not only does the new code, by design, support the key principles of TOD success (mixed-use, medium-to-high density development, complete streets, etc.), the code itself focuses on provision of infrastructure, especially building type and orientation to the street, that will make a transit trip (or a walking or biking trip) a much easier and convenient trip to make than driving in a car.

TASK 5: VALUE CAPTURE TOOLKIT

While TIF may be an appropriate tool that could be used for transit or TOD use in certain parts of the City of Las Vegas, such as the area along Maryland Parkway south of Charleston and north of Sahara where there is currently not a redevelopment area, much of the downtown Las Vegas area and the LVMD are already parts of preexisting redevelopment areas and the TIF revenues from those areas are already committed to other projects.

A value capture entity could be formed from public, private, and not for profit participants by having an initial infusion of patient public or private equity with lower or longer return rate or return timing expectations. In this way, TOD projects can prioritize long-term returns, wait for the appropriate time to solicit developers/sell land assets, cover greater up-front costs, and attract standard short-term debt financing. This approach offers a strategy to address the timing and infrastructure burden typical for station area development.

JABarrett will draft a value capture toolkit that indicates the cost recovery and value that TOD and transit helps create. In coordination with the City’s Economic and Urban Development Department and the City’s Redevelopment Agency, the MIG Team will help to identify current and potential funding and incentive mechanisms. The task will include an assessment of Special Improvement/Assessment Districts; incentive programs; impact fees; land banks; land trusts; TIF; improvement grants; master developer agreements; and other methods of value capture.

TASK 6: PERFORMANCE MEASURES TEMPLATE

Without a strong template and system to track progress toward implementation of the Station Area TOD Plan visions, it will be challenging to continue to refine the implementation process based upon lessons learned over time. Our team has a wealth of experience creating and operationalizing such processes, which will help position the RTC and the City of Las Vegas to demonstrate success with equity-based TOD. This Plan will establish an initial baseline, as requested in the RFP, but then will set forth the process by which those metrics and indicators can be tracked over time.

The Existing Conditions and Needs Assessment in Task 1 will help to highlight which performance measures would be best to identify as worthwhile to track over time. The MIG Team will develop a public-facing dashboard that can be easily updated by the City and/or the RTC and understood by the community. The key to this type of dashboard is to identify measures with reliable data sources (or including data collection/monitoring in the ongoing TOD implementation program), while avoiding measures that add significant cost but do not communicate anything useful to the public. A critical component of this effort is to review datasets collected by project partners and match useful measures to data familiar within the region.
Going beyond the transit-based, economic and demographic measurements indicated in the RFP, our team would propose incorporating several healthy and equity-based indicators. Due to the collaborative based nature of this effort between the City of Las Vegas and the RTC, this Plan can build upon Las Vegas’ focus on health indicators, leveraging the RTC and the Nevada Department of Health and Human Services as sources of valuable data.

**TASK 7: COMMUNITY / STAKEHOLDER ENGAGEMENT**

As a participatory planning firm since its inception, the MIG Team prides itself on effective and creative community and stakeholder engagement. For this effort, recent stakeholder and public outreach initiatives, such as the Southern Nevada Strong regional planning initiative and the current On Board effort, have demonstrated that there is great public interest in creating walkable neighborhoods and pedestrian access to jobs, schools, retail and entertainment districts, and transit stations.

**Community Engagement Plan**

At the very beginning of the project cycle, the MIG Team will develop and present a comprehensive community/stakeholder engagement plan that will identify recognized core audiences as well as more difficult-to-reach constituencies in order to encourage and promote broad, meaningful input and sustained participation.

Community members must be assured that their involvement counts and that their voices will be listened to and that their opinions will be reflected throughout the various stages of this project.

Messaging will be a crucial component of the plan, particularly because many of these target audiences will have also participated in other transit-related projects and discussions. Several have expressed disappointment over the RTC’s decision to move forward with Bus Rapid Transit instead of Light Rail along the corridor and they may feel their voice was disregarded with the outcomes of their previous involvement and contributions.

**Stakeholder Coordination**

The Maryland Parkway TOD corridor north of Sahara Boulevard is unique in that there are distinct geographic districts along the corridor with distinct demographic characteristics. MIG and PMA will work with the RTC and the City of Las Vegas in establishing and coordinating the activities of an advisory group that represents each of these areas. This group will be tasked with evaluating current challenges to transit-oriented development and identifying opportunities that enhanced transit could stimulate including increased, residential and commercial density, improved walkability and pedestrian accessibility measures, mixed-use development potential, and infrastructure improvements.

**APPROACH TO COMMUNITY/STAKEHOLDER ENGAGEMENT**

While we look forward to developing a fresh and innovative approach to Community and Stakeholder Engagement through this process, we are excited that recent stakeholder and community outreach initiatives, such as the recent Southern Nevada Strong regional planning initiative and the current On Board Mobility Plan, have demonstrated that there is great public interest in creating walkable neighborhoods and pedestrian access to jobs, schools, retail and entertainment districts, and transit stations. Stakeholder support is particularly crucial for the Maryland Parkway TOD project because of the complexity of dealing with multiple audiences, including businesses, residents, neighborhood organizations, governmental entities, medical institutions, and other special interest groups.

Our plan will embrace a variety of public engagement techniques, such as participation in widely attended community events, forums and festivals, presentations and information gathering sessions with business and community organizations, facilitation of diverse focus groups, and interviews with key community advocates. We will create innovative and interactive activities that are meant to engage as well as to provide genuine and meaningful input. Building upon the success of previously used tools, we will look for cost-effective strategies to promote both quality as well as quantity in terms of public input and participation. One such example could be rewrapping and reusing the On Board bus for us on the Maryland Parkway effort—taking something that the community is already familiar with, but reprogramming it with new activities to aid in this outreach effort.
The Maryland Parkway TOD project (MPTOD) Stakeholder Advisory Workgroup (SAW) will be the core advisory committee to provide input and direction on the overall purpose and goals of the MPTOD planning initiative, identify areas of common interest and/or concern, receive updates and comment on project progress, share detailed information on specific demonstration project concepts, and review draft results and the Final Report prior to more formal presentations to other stakeholders and the general public.

The MIG Team is very familiar with Southern Nevada Strong’s Community Engagement Toolkit; much of the team assembled was involved in the three-year process that resulted in the SNS regional plan and, more particularly, with implementing the community engagement activities that supported the effort. Evaluation and measurement of the community engagement plan will be constant and on-going, and the MIG Team will maintain the flexibility to shift, augment, and recalibrate activities to ensure success.

Public Engagement

Focus Groups

The MIG Team will convene a number of focus groups to evaluate priorities, needs, concerns, and aspirations prior to design. For this group or groups, diverse community representation is crucial, and must include representatives of all of the districts identified above, as well as elected officials and community leaders; area businesses, developers and land owners, community groups such as the Downtown Vegas Alliance, the Maryland Parkway Coalition, the Las Vegas Medical District Committee, the CEO Exchange; and social service providers and other community advocates.

We are particularly committed to inclusion of minority, veteran, handicapped, and senior populations that live/work or need accessibility to the study area.

Public Outreach

A robust and comprehensive public outreach program is essential to build community-wide support for transit-oriented development on the Maryland Parkway corridor, but more importantly, to gain valuable input and feedback on the plan and strategies to bring it to reality. This requires not only reaching out to traditional sources such as business, industry and civic leaders, but also engaging the multiple and diverse audiences that make up our community—including the viewpoints of minority, low-income and limited English proficiency populations—that will provide significant input reflecting local values.

In addition to some of the standard outreach methodologies like surveys and poster boards that allow us to quantify the community’s feedback, finding creative, innovative ways to encourage participation as well as greater understanding of TOD will be crucial. The MIG Team will incorporate ways for people of all ages and demographics to actively participate in the outreach for this plan. For instance, for First Fridays, we can engage a local artist to paint boxes large and small to reflect the types of uses we could find in a TOD development, then allow the public to “build” their own TOD station. Photos of what they create can document their input. We also could use over-sized Legos in workshops where participants are asked to “design” their TOD station under a variety of criteria.

Virtual Reality

The MIG Team has been utilizing virtual reality as an effective tool to engage stakeholders, build consensus, and have a more informed and intuitive conversation about complex land use, urban design, and planning concepts with the public. We recently received an APA Honors Award for engagement and outreach using this technology for The Hub District in Orem, Utah. In that application, also situated along a future BRT Corridor, proposed zoning was tested using virtual reality to give users a true feel for the potential change TOD could bring about.

Our team is excited to use similar technology as a part of our engagement with key stakeholders and to test some of the form-based TOD recommendations that come out of this plan.
Local Knowledge

The CLV Maryland Parkway Corridor Transit-Oriented Development Plan will provide a framework for priority station areas and adjacent development along Maryland Parkway with the necessary balance of direction for strategic public investments and private development. The plan will create a roadmap for stitching together existing assets with the surrounding context and new destinations with great multimodal streets, exciting public spaces, public art, a vibrant mix of uses and a built form that supports a walkable, bikeable, and transit-supportive collection of activity centers.

Even with the excitement that the first true TOD can bring to Southern Nevada, there are no shortage of challenges facing RTC, the City of Las Vegas, and the consultant team fortunate enough to be selected for this effort. This will be the first TOD in Southern Nevada and as such:

- It is accompanied by much skepticism about how effective a model from other places around the country can be in Las Vegas;
- There is a general lack of understanding of what TOD is or can be and how it compares to existing development patterns in Las Vegas and across the valley;
- There are no existing examples that can be pointed to from a form, financial, or performance perspective when people question what TOD is or how successful it can be in Las Vegas;
- There is a high likelihood that successful TOD could lead to the displacement of existing residents and businesses, so an equitable TOD (ETOD) approach will be critical;
- This is the first of many high capacity corridors planned for Southern Nevada so a sustainable financial model involving value capture will also be critical;
- RTC and Las Vegas are relatively new to station area planning and TOD, so this effort will need to serve as a model for future planning efforts; and
- FTA is a granting source and as such, performance metrics will need to be integrated into the planning and implementation in a meaningful way.
Knowing these unique challenges and opportunities, we have carefully assembled a team comprised of thought leaders, strategists, and experts in multiple disciplines who pair local knowledge with national expertise. The MIG Team is uniquely qualified to lead the development of the Maryland Parkway TOD Development Plan for RTC and the City of Las Vegas. In addition to having national experience in planning and implementing TOD for bus rapid transit, light rail and streetcar, our team has been involved in many of the seminal studies and projects that have led to the current effort, including Southern Nevada Strong Regional Visioning and Demonstration Projects for Maryland Parkway and the Las Vegas Medical District, On Board Mobility Plan, including TOD Briefing Book, and Maryland Parkway Corridor Environmental Assessment. In addition, MIG led the development of the TOD Strategic Plan for Denver referenced in the RFP and the TOD Plan for Dallas.

The positive market response generated by transit infrastructure investment is similar to land value responses generated by other infrastructure investments like roads, toll bridges municipal water, sewerage, and parks and trails. The market relationship between infrastructure and land value is well understood by land owners and drives them to approve property tax assessments on their own property to pay for infrastructure implementation. Likewise, the underwriting criteria, risk factors, and performance thresholds are well understood by infrastructure bond markets that are willing to buy and sell bonds that are paid for by incremental tax revenues collected by special district entities/municipalities after they invest in infrastructure.

The JABarrett Company has assisted the RTC for over three years with extensive research and analysis on TOD, including a report on the use of value capture in transit funding, a market analysis in 2017 of the optimal districts/parcels for TOD in the Maryland Parkway/Downtown Las Vegas proposed transit corridor had the best potential for successful TOD. These constitute initial candidates for the three focused TOD planning efforts and include the Las Vegas Medical District, Fremont East in Downtown, and the area along Maryland Parkway between Sahara and Charleston.

The public engagement plan will be critical to a successful planning effort and will be organized by outreach phases, with clear goals and objectives, target audiences, and outreach methodologies for each phase. The Maryland Parkway TOD corridor north of Sahara Boulevard is unique in that there are distinct geographic districts along the corridor with distinct demographic characteristics.

These include:

» The Huntridge and John S. Park neighborhoods between Charleston and Sahara
» The Charleston Commercial district and historic Huntridge Theatre
» The Fremont East redevelopment area
» The Fremont Street Experience resort corridor
» The Las Vegas High School Historic District
» Las Vegas City Hall and Bonneville Transit Center
» The Las Vegas Arts District
» Symphony Park
» Clark County Government Center and Las Vegas Premium Outlet Mall
» The Las Vegas Medical District

The MIG Team is very familiar with Southern Nevada Strong’s Community Engagement Toolkit; much of the team assembled was involved in the three-year process that resulted in the SNS regional plan and, more particularly, with implementing the community engagement activities that supported the effort. We believe in answering several questions at the very outset: What purpose do we want public engagement to fulfill? What are the best techniques to reach that purpose? How can we be creative and innovative in both our approach and in our activities? What can we do to reach new and diverse constituencies? How do we assure the public of openness, transparency and responsiveness? And finally, how do we define success?
ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

Each entity that enters into a Contract with the Regional Transportation Commission of Southern Nevada (RTC) is required, prior to entering into such Contract, to inform the RTC of any real or apparent Organizational Conflict of Interest (OCI).

An OCI exists when a person or business entity has an unfair competitive advantage because of other activities or relationships with other persons. An OCI exists when any of the following circumstances arise:

1. Lack of Impartiality or Impaired Objectivity – when the supplier is unable, or potentially unable, to provide impartial and objective assistance or advice to the RTC due to other activities, relationships, contracts, or circumstances.

2. Unequal Access to Information – The supplier has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.

3. Biased Ground Rules – During the conduct of an earlier procurement, the supplier has established the ground rules for a future procurement by developing the specifications, evaluation factors, or similar documents.

The Bidder/Proposer warrants that, to the best of his/her/its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to an OCI. The Bidder/Proposer agrees that, if after award, an OCI is discovered, an immediate and full disclosure in writing must be made to the RTC, which must include a description of the action, which the successful supplier has taken to proposes to take to avoid or mitigate such conflicts. If an OCI is determined to exist, the RTC may, at its discretion, cancel the contract award. In the event such the successful supplier was aware of an OCI prior to the award of the contract and did not disclose the conflict to the Purchasing Representative, the RTC may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime supplier, and the terms “contract”, “supplier”, and “Purchasing Representative” modified approximately to preserve the RTC’s rights.

Organizational Conflicts of Interest Prohibition and Non-Conflict Certification

The undersigned on behalf of the Bidder/Proposer hereby certifies that the information contained in this certification is accurate, complete and current.

Bidder/Proposer’s Signature and Date

Jay Renkens

Typed or Printed Name

Principal

Title

MIG, Inc.

Company Name

518 17th Street, #630, Denver, CO 80202

Company Address
Disclosure of Ownership

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business:
- Corporation

Business Name: Moore Iacofano Goltzman, Incorporated

Business Address: 800 Hearst Avenue
Berkeley, CA 94710

Business Telephone: 510-845-8750

Disclosure of Ownership and Principals:

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. “Business entities” include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

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<thead>
<tr>
<th>Full Name</th>
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<tbody>
<tr>
<td>Daniel S. Iacofano</td>
<td>President, Chief Executive Officer and Chief Financial Officer</td>
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<tr>
<td>Carolyn M. Verheyen</td>
<td>Vice President, Secretary &amp; Chief Operating Officer</td>
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<tr>
<td>Christopher Beynon</td>
<td>Treasurer and Chief Development Officer</td>
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For Real Property Transactions, pursuant to NRS 244.2795.1(b), (c), and 3, list all sources of income that may constitute a conflict of interest and any relationship with the real property owner or the owner of an adjoining real property:

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature / Capacity: [Signature]

Print Name: [Jay Renkens]
Date: July 15, 2019
CERTIFICATION REGARDING LOBBYING

I, Jay Renkens, the undersigned hereby certify on behalf of MIG, Inc, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Standard Form LLL shall be submitted to the Regional Transportation Commission, attention: Management Services.

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

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

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

Executed this 07/15/2019 day of July, 2019

By: [Signature of Authorized Official]

Principal

(Title of Authorized Official)
CERTIFICATION REGARDING LOBBYING

I, ____________________________, the undersigned hereby certify on behalf of ____________________________ to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Standard Form LLL shall be submitted to the Regional Transportation Commission, attention: Management Services.

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

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

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

Executed this 07/01/2019 day of ____________________________ 2019

By: ____________________________

(Signature of Authorized Official)

Managing Director

(Title of Authorized Official)
CERTIFICATION REGARDING LOBBYING

1. Jacob L. Snow, Principal, The JABarrett Company, the undersigned hereby certify on behalf of the company to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Standard Form LLL shall be submitted to the Regional Transportation Commission, attention: Management Services.

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

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

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

Executed this ______ day of 07/09/2019.

Jacob L Snow

2019.07.09 13:02:30 -07'00'

By: 11.0.23

(Signature of Authorized Official)

Principal

(Title of Authorized Official)
CERTIFICATION REGARDING LOBBYING

I, Lynn Purdue, Partner, on behalf of Purdue Marion & Associates, hereby certify that

(Typed Name and Title of Company Official)

and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Standard Form LLL shall be submitted to the Regional Transportation Commission, attention: Management Services.

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

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

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

Executed this 07/01/2019 day of ____________________, ______

Lynn Purdue

By:

(Signature of Authorized Official)

Partner

(Title of Authorized Official)

Digitally signed by Lynn Purdue

Date: 2019.07.01 14:23:32 -07'00'
CERTIFICATION REGARDING LOBBYING

I, Anil Verma, FAIA, President, the undersigned hereby certify on behalf of Anil Verma Associates, Inc. to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Standard Form LLL shall be submitted to the Regional Transportation Commission, attention: Management Services.

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

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

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

Executed this 16th day of July, 2019

By: ____________________________
(Signature of Authorized Official)

President
(Title of Authorized Official)
CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

1. The Lower Tier Participant, MIG, Inc.
   [Typed Name of Contractor]

certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred,
suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this
transaction by any Federal department or agency.

2. Where the prospective lower tier (the contractor) participant is unable to certify to any of the statements in
this certification, such prospective participant shall attach an explanation to this bid or proposal.

THE LOWER TIER PARTICIPANT, MIG, Inc.
   [Typed Name of Contractor]

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE
STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE
PROVISIONS OF EXECUTIVE ORDERS NOS. 12549 AND 12689, “DEBARMENT AND SUSPENSION,”
49 C.F.R. PART 29 ARE APPLICABLE THERETO.

Jay Renkens, Principal
(Signature and Title of Authorized Official)

07/15/2019
Date
CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

1. The Lower Tier Participant, [Typed Name of Contractor], certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier (the contractor) participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

THE LOWER TIER PARTICIPANT, [Typed Name of Contractor],


(Signature and Title of Authorized Official)

07/01/2019

Date
CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

1. The Lower Tier Participant, The JABarrett Company, [Typed Name of Contractor] certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier (the contractor) participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

THE LOWER TIER PARTICIPANT, The JABarrett Company, [Typed Name of Contractor]


Jacob L. Snow
2019.07.09 13:05:07 -07'00'
11.0.23

(Signature and Title of Authorized Official)

07/09/2019
Date
CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION — LOWER TIER COVERED TRANSACTIONS

1. The Lower Tier Participant, [Typed Name of Contractor], certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier (the contractor) participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

THE LOWER TIER PARTICIPANT, [Typed Name of Contractor],


Lynn Purdue

(Signature and Title of Authorized Official)

Digitally signed by Lynn Purdue
Date: 2019.07.01 14:25:15 -07'00'

07/01/2019
CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

1. The Lower Tier Participant, Anil Verma Associates, Inc., [Typed Name of Contractor]

certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier (the contractor) participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

THE LOWER TIER PARTICIPANT, Anil Verma Associates, Inc., [Typed Name of Contractor]


Anil Verma, FAIA, President
(Signature and Title of Authorized Official)

07/16/2019
(Date)
ASSURANCE OF SMALL BUSINESS ELEMENT PARTICIPATION

THIS PAGE MUST BE COMPLETED, SIGNED AND ACCOMPANY THE BID.

The Regional Transportation Commission of Southern Nevada (RTC) has established a goal to identify, communicate and work with socially and economically disadvantaged businesses in the RTC procurement process of construction projects, commodities, and services. The RTC wishes to ensure that those businesses, which have been traditionally underutilized are afforded the opportunity to fully participate in the overall procurement process. Therefore, RTC expects all general contractors to solicit Disadvantaged Business Enterprises (DBE) and Small Business Elements (SBE) certified in accordance with U.S. Department of Transportation regulations, 49CFR Part 26, as subcontractors and material suppliers.

The Proponent hereby assures that it shall make Good Faith Efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract a specified percentage of the dollar value of the Contract to small business concerns owned and controlled by socially and economically disadvantaged individuals.

The apparent successful Proponent will be required to submit information concerning the DBEs/SBEs that will participate in this Contract. The information will include the name and address of each DBE/SBE, a description of the work to be performed by each named firm, and the dollar value of the contract.

Any substitutions of DBE/SBE firms shall comply with provisions of the Contract. In the event that the Proponent is unable to fulfill the goal requirement, the Proponent has attached documentation detailing its good faith efforts to meet the goal.

(Proponent shall insert the percentage for DBE/SBE participation even if the percentage is less than the Contract goal).

MIG, Inc
Name of Proponent

By: [Signature of Authorized Representative*)

Name: Jay Renkens
(Type or Print)

Title: Principal

Date: 07/15/2019

*This Proponent’s Assurance shall be executed by a duly authorized representative of the firm.
**FEDERAL DBE/SBE SUBCONTRACTOR VENDOR INFORMATION FORM**

**THIS PAGE MUST BE COMPLETED, SIGNED AND ACCOMPANY THE BID/PROPOSAL.**

<table>
<thead>
<tr>
<th>NAME OF DBE/SBE</th>
<th>CONTACT PERSON AND PHONE NUMBER</th>
<th>DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED</th>
<th>DOLLAR VALUE OF CONTRACT</th>
<th>PERCENT DBE/SBE</th>
<th>*DESIGNATION GROUP (a-f)</th>
<th>AMOUNT TOWARDS DBE/SBE GOAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anil Verma Associates</td>
<td>Anil Verma, 213.624.6908 x101</td>
<td>Architect - Conceptual Station Design</td>
<td>30,000</td>
<td>7.5%</td>
<td>d</td>
<td>7.5%</td>
</tr>
</tbody>
</table>

*100% for DBE/SBE subcontractors and manufacturers self-performing the work, 60% for DBE/SBE suppliers (regular dealers)*

**For all Firms listed as Disadvantaged Business Enterprises (DBEs) or Small Business Enterprises (SBEs), attach a copy of the current certification letter.**

Bid Amount (Base Bid Total, Allowances, and all Additives Alternates): $400,000

Total DBE/SBE Amount: $30,000

Percentage of DBE/SBE Participation: 7.5%

---

**MIG, Inc**

Name of Proponent

Signature of Authorized Representative

Date: 07/15/2019

**Jay Renkins, AICP**

Authorized Representative (Type or Print)

Principal

Title

(*) Designation Group:
(a) Black American
(b) Hispanic American
(c) Native American
(d) Asian-Indian American
(e) Asian-Pacific American
(f) Female
Business & Contact Information

OWNER: Mr. Anil Verma
ADDRESS: 444 S. Flower St., #1688
          Los Angeles, CA 90071
PHONE: 213-624-6908 Ext. 101
FAX: 213-624-1188
EMAIL: anilv@anilverma.com
WEBSITE: http://www.anilverma.com
ETHNICITY: Subcontinent Asian American
GENDER: Male
COUNTY: Los Angeles (CA)

Certification Information

CERTIFYING AGENCY: Nevada Department of Transportation
CERTIFICATION TYPE: DBE - Disadvantaged Business Enterprise
CERTIFICATION DATE: 3/31/2019

Commodity Codes

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAICS 541320</td>
<td>Landscape architectural services</td>
</tr>
<tr>
<td>NAICS 541350</td>
<td>Building inspection services</td>
</tr>
<tr>
<td>NAICS 541690</td>
<td>Other Scientific and Technical Consulting Services</td>
</tr>
</tbody>
</table>

Additional Information

WORK DISTRICTS/REGIONS: All work districts/regions
CERTIFYING AGENCY: N - Nevada Department of Transportation
BUSINESS TYPE: Prof Services
**Supplementary Profile**

**Printed on:** 10/29/2018 4:35:52 PM

To verify most current certification status go to: https://www.caleprocure.ca.gov

---

**Office of Small Business & DVBE Services**

Certification ID: 15546

Legal Business Name: ANIL VERMA ASSOCIATES INC.

Doing Business As (DBA) Name 1: ANIL VERMA ASSOCIATES INC

Doing Business As (DBA) Name 2: 

Address: 444 S FLOWER ST STE 1688

LOS ANGELES

CA 90071

<table>
<thead>
<tr>
<th>Certification Type</th>
<th>Status</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>SB</td>
<td>Approved</td>
<td>10/29/2018</td>
<td>10/31/2020</td>
</tr>
</tbody>
</table>

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

- LOG IN at CaleProcure.CA.GOV

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605
Anil Verma
Anil Verma Associates, Inc.
444 S. Flower Street #1688
Los Angeles, CA 90071

RE: Disadvantaged Business Enterprise Certification

Dear Mr. Anil Verma:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise that you have identified on the NAICS codes form of the application package:

<table>
<thead>
<tr>
<th>NAICS</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>236115</td>
<td>New Single-Family Housing Construction (except for Sale Builders) – Construction Management</td>
</tr>
<tr>
<td>236116</td>
<td>New Multifamily Housing Construction (except for Sale Builders) – Construction Management</td>
</tr>
<tr>
<td>236210</td>
<td>Industrial Building Construction – Construction Management</td>
</tr>
<tr>
<td>236220</td>
<td>Commercial and Institutional Building Construction – Construction Management</td>
</tr>
<tr>
<td>237110</td>
<td>Water and Sewer Line and Related Structures Construction – Construction Management</td>
</tr>
<tr>
<td>237130</td>
<td>Power and Communication Line and Related Structures Construction – Construction Management</td>
</tr>
<tr>
<td>237310</td>
<td>Highway, Street, and Bridge Construction – Construction Management</td>
</tr>
<tr>
<td>237990</td>
<td>Other Heavy and Civil Engineering Construction – Construction Management</td>
</tr>
<tr>
<td>541310</td>
<td>Architectural Services</td>
</tr>
<tr>
<td>541320</td>
<td>Landscape Architectural Services</td>
</tr>
<tr>
<td>541330</td>
<td>Engineering Services</td>
</tr>
<tr>
<td>541340</td>
<td>Drafting Services</td>
</tr>
<tr>
<td>541350</td>
<td>Building Inspection Services</td>
</tr>
<tr>
<td>541611</td>
<td>Administrative Management and General Management Consulting Services</td>
</tr>
<tr>
<td>541690</td>
<td>Other Scientific and Technical Consulting Services</td>
</tr>
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</table>

Your DBE certification applies only for the above codes. You may review your firm’s information in the CUCP DBE database which can be accessed at the CUCP’s website at www.californiaucp.org. Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continued DBE status, you are required to submit an annual No Change Declaration Form (which will be sent to you) along with supporting documentation. If no changes are noted, then your DBE status remains current. If there are changes, Metro will review to determine continued DBE eligibility. Please note, your DBE status remains in effect unless Metro notifies you otherwise.

Should any changes occur that could affect your certification status prior to receipt of the No Change Declaration Form, such as changes in your firm’s name, business/mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time.
Congratulations, and thank you for your interest in the DBE program. Should you have any questions, please contact us at 213-922-2600 Option 2. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

[Signature]
Shirley Wong
Principal Certification Officer
Diversity & Economic Opportunity Department
October 17, 2014  REISSUED 5/2/19 NAICS ADDED 541310, 541320, 541340, 541350, 541611  Metro File #3077

Anil Verma
Anil Verma Associates, Inc.
444 S. Flower Street #1688
Los Angeles, CA 90071

Re: Small Business Enterprise Certification

Dear Mr. Anil Verma:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Small Business Enterprise (SBE) as required under Metro’s SBE Program. Your firm will be listed in Metro’s SBE database of certified SBEs under the following specific areas of expertise:

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<td>541690</td>
<td>Other Scientific and Technical Consulting Services</td>
</tr>
</tbody>
</table>

Your SBE certification is good for five years from the date of this letter and applies only for the above NAICS 2007 codes. Any additions and revisions must be submitted to Metro for review and approval.

After the five-year certification period, your entire file will be reviewed in order to ascertain continued SBE certification status. You will be notified of the pending SBE status review and any documentation updates necessary prior to the expiration date.

Also, should any changes occur that could affect your certification status prior to receipt of the renewal application, such as changes in your firm’s name, business mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standards, please notify Metro immediately.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your SBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Metro.
please contact us at 213-922-2600 Option 2. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

Shirley Wong
Principal Certification Officer
Diversity & Economic Opportunity Department
**BIDDER'S LIST (REQUIRED AT BID DUE DATE)**

**Project:** CLV Maryland Parkway Corridor TOD Plan   **Date:** 07/15/2019

**Submitted by:** MIG, Inc

<table>
<thead>
<tr>
<th>Prime Contractor (Bidder) Firm Name</th>
<th>Firm Address/Phone #</th>
<th>DBE or Non-DBE Status (verify via Nevada's UCP Directory)</th>
<th>Age of Firm</th>
<th>Annual Gross Receipts</th>
</tr>
</thead>
<tbody>
<tr>
<td>MIG, Inc.</td>
<td>518 17th Street, Suite 630 Denver, CO 80202 303-440-9200</td>
<td>Non-DBE</td>
<td>☐ Less than 1 year ☑ 1-3 years ☑ 4-7 years ☑ 8-10 years ☒ More than 10 years</td>
<td>☐ Less than $500K ☒ $500K - $1 million ☒ $1-2 million ☒ $2-5 million ☒ Greater than $5 million</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sub-bidder Firm Names</th>
<th>Firm Address/Phone #</th>
<th>DBE or Non-DBE Status (verify via Nevada's UCP Directory)</th>
<th>Age of Firm</th>
<th>Annual Gross Receipts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nelson Nygaard Consulting Associates, Inc.</td>
<td>2 Bryant Street, Suite 300 San Francisco, CA 98105 415-248-1544</td>
<td>Non-DBE</td>
<td>☐ Less than 1 year ☑ 1-3 years ☑ 4-7 years ☑ 8-10 years ☒ More than 10 years</td>
<td>☐ Less than $500K ☒ $500K - $1 million ☒ $1-2 million ☒ $2-5 million ☒ Greater than $5 million</td>
</tr>
<tr>
<td>The JABarrett Company</td>
<td>3272 S. Highland Drive, Suite 702 Las Vegas, NV 89109 702-983-4701</td>
<td>Non-DBE</td>
<td>☐ Less than 1 year ☑ 1-3 years ☑ 4-7 years ☑ 8-10 years ☒ More than 10 years</td>
<td>☐ Less than $500K ☒ $500K - $1 million ☒ $1-2 million ☒ $2-5 million ☒ Greater than $5 million</td>
</tr>
<tr>
<td>Purdue Marion &amp; Associates</td>
<td>1333 N. Buffalo Drive, Ste 220, Las Vegas, NV 89128 702-222-2362</td>
<td>Non-DBE</td>
<td>☐ Less than 1 year ☑ 1-3 years ☑ 4-7 years ☑ 8-10 years ☒ More than 10 years</td>
<td>☐ Less than $500K ☒ $500K - $1 million ☒ $1-2 million ☒ $2-5 million ☒ Greater than $5 million</td>
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<tr>
<td>Anil Verma Associates, Inc</td>
<td>444 S. Flower St. Suite 1688, Los Angeles, CA 90071 213-624-6908</td>
<td>CA DGS SB Certification - LA Metro DBE/ SBE, CUCP#2768</td>
<td>☐ Less than 1 year ☑ 1-3 years ☑ 4-7 years ☑ 8-10 years ☒ More than 10 years</td>
<td>☐ Less than $500K ☒ $500K - $1 million ☒ $1-2 million ☒ $2-5 million ☒ Greater than $5 million</td>
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DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. RTC’s SBE goal for this project is stated in the Solicitation Documents. The Bidder/Proponent shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Bidder shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Bidder to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as RTC deems appropriate. Each Bidder/Proponent signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13 (b). The Bidder/Proponent is required to pay its sub-contractor performing work related to this contract for satisfactory performance of that work no later than 30 days after the Bidder’s receipt of payment for that work for RTC. In addition, the Bidder/Proponent may not hold retainage from its sub-contractor.

The Bidder/Proponent must promptly notify RTC whenever a DBE sub-contractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE sub-contractor to perform at least the same amount of work. The Bidder/Proponent may not terminate any DBE sub-contractor and perform that work through its own forces or those of an affiliate without prior written consent of RTC.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Each Bidder/Proponent shall comply with all rules and regulations promulgated by the Federal Transit Administration of the U.S. DOT regarding participation of Disadvantaged Business Enterprises in contracting opportunities created by any contract awarded under this solicitation. Each Bidder/Proponent must submit the appropriate, prepared, and signed DBE certification. DBE Certification for Non-Rolling stock: Appendix 9 I; DBE Certification for Rolling stock: Appendix 9 J (Required) Contract Assurance (§26.13). The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Company Name: MIG, Inc.

Signature: [Signature]

Title: Principal

Date: 07/15/2019

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# REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

## AGENDA ITEM

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<th>Metropolitan Planning Organization</th>
<th>Transit</th>
<th>Administration and Finance</th>
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**SUBJECT:** RATIFY AGREEMENT

**PETITIONER:** TINA QUIGLEY, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

**RECOMMENDATION BY PETITIONER:**
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE THE RATIFICATION OF SERVICES AGREEMENT NO. 20-018, PARATRANSPORT FLEET TURN-OVER INSPECTION, WITH VEHICLE TECHNICAL CONSULTANTS, INC. IN THE NOT-TO-EXCEED AMOUNT OF $98,280.00 FOR THE TERM OF SEPTEMBER 9, 2019 THROUGH JANUARY 31, 2020, AND AUTHORIZE STAFF TO ISSUE A PURCHASE ORDER (FOR POSSIBLE ACTION)

**GOAL:** SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES

**FISCAL IMPACT:**
Funds in the amount of $98,280.00 are budgeted and available in the Transit Fund for Fiscal Year 2020.

**BACKGROUND:**
The Regional Transportation Commission of Southern Nevada (RTC) Transit staff is requesting approval to ratify the agreement and issue a purchase order in the not-to-exceed amount of $98,280.00 with Vehicle Technical Consultants, Inc. for the term of September 9, 2019 through January 31, 2020.

This service agreement is to provide paratransit vehicle turnover inspection services related to the new paratransit contract service provider. A strict paratransit contract turnover schedule necessitated issuance of a request for quotes. Vehicle Technical Consultants, Inc. provided the lowest quote and is qualified to perform the services.

Staff recommends approval.

Respectfully submitted,

TINA QUIGLEY
Chief Executive Officer

RTC Item #39
October 10, 2019
Consent
AGENDA ITEM

SUBJECT: APPROVE AGREEMENT

PETITIONER: TINA QUIGLEY, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AGREEMENT NO. 20-021A, FOR SUPPLY OF DRIVERMATE, VIEWPOINT (PASS) AND TRIP BROKER API APPLICATIONS, WITH TRAPEZE SOFTWARE GROUP, INC. IN THE NOT-TO-EXCEED AMOUNT OF $256,721.00 FOR SOFTWARE AND IMPLEMENTATION SERVICES AND $67,126.00 FOR YEAR ONE MAINTENANCE AND SUBSCRIPTION FOR A TOTAL NOT TO-EXCEED AMOUNT OF $323,847.00 FOR THE TERM OF OCTOBER 11, 2019 THROUGH DECEMBER 29, 2019, PURSUANT TO NEVADA REVISED STATUTE 332.115.1(H), AND AUTHORIZE THE CHAIRMAN TO SIGN THE AGREEMENT, OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)

GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES

FISCAL IMPACT:
Funds in the amount of $323,847.00 are budgeted and available in the Transit Fund for Fiscal Year 2020.

BACKGROUND:
RTC staff is requesting approval of the agreement with Trapeze Software Group, Inc. for the period of October 11, 2019 through December 29, 2019 in the not-to-exceed amount of $323,847.00, including $67,126.00 for year one maintenance and subscription fees.

DriverMate will enhance the current dispatch system by enabling wireless data communication between drivers and dispatchers, two-way data messaging capabilities and GPS data communication, and ‘real-time’ vehicle positioning and schedule adherence information. ViewPoint provides for multi-functional, integrated dashboards and report sharing across the organization via email, web and mobile devices and interact with geo map visualizations. This will alleviate manual reporting in exchange for data immediacy and improved service efficiencies across the organization. Trip Broker provides the ability to retrieve trips associated with their third-party paratransit provider and store that trip information in the backend to enhance reporting and business measurement capabilities.

Nevada Revised Statute 332.115.1(h) specifies software for computers is exempt from competitive bidding requirements. Staff recommends approval.

Respectfully submitted,

TINA QUIGLEY
Chief Executive Officer

RTC Item #40
October 10, 2019
Consent
AGREEMENT NO. 20-021A
FOR SUPPLY OF DRIVERMATE, VIEWPOINT (PASS) and TRIPBROKER API APPLICATIONS

THIS SUPPLY AGREEMENT ("Agreement") for procurement of DRIVERMATE, VIEWPOINT (PASS) and TRIPBROKER API APPLICATIONS entered into this 10TH day of OCTOBER 2019, ("Effective Date") by and between TRAPEZE SOFTWARE GROUP, INC., ("TRAPEZE") with an office at 5265 Rockwell Drive NE, Cedar Rapids, IA 52402 ("TRAPEZE" or “Company”) and REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA ("RTC"), having an office at 600 South Grand Central Parkway, Ste. 350, Las Vegas, NV 89106 ("RTC"). Collectively, TRAPEZE and RTC are hereinafter referred to as “Party” or “Parties.”

Recitals

WHEREAS, RTC and TRAPEZE desire to enter into an agreement setting forth terms and conditions for the licensing, implementation and ongoing software maintenance and support of the following Trapeze Applications: TRAPEZE DRIVERMATE, TRAPEZE VIEWPOINT (PASS) and TRAPEZE TRIPBROKER API applications (“DriverMate, ViewPoint-PASS and TripBroker Applications”), collectively the “Trapeze Applications”; and

WHEREAS, TRAPEZE has the required personnel and resources necessary for the provision and support of the Trapeze Applications.

NOW, THEREFORE, in consideration of the following mutual covenants and conditions, including the above recitals, which are made part of this Agreement, the Parties hereto covenant and agree with each other as follows:

Agreement

1) TRAPEZE APPLICATIONS

A) DRIVERMATE, VIEWPOINT (PASS) AND TRIPBROKER APPLICATIONS

TRAPEZE agrees, subject to the provisions of this Agreement, to perform all the services in connection with the DriverMate, ViewPoint-PASS and TripBroker Applications described herein and attached hereto individually as Attachment A.

B) DELIVERABLES

Trapeze agrees, subject to the provisions of this Agreement, to furnish, as provided herein, the software as outlined in Attachment C, Deliverables List and all services necessary for performance of the Services, together with all protection necessary to protect the Services.

TRAPEZE agrees that its employees performing the Services (as such term is defined in this Agreement) shall have all the necessary training, certifications and licenses required by law to fulfill TRAPEZE’s obligations set forth in this Agreement.

2) DEFINITIONS

A) AAA has the meaning set forth in Article 15
B) Agreement this Agreement No. 20-021A
C) Approval shall mean written Approval
D) Back-office Software certain back-end Software, which is installed at RTC’s offices, that is used to operate and manage the TRAPEZE APPLICATIONS
E) Claimant has the meaning set forth in Article 15
F) Default has the meaning set forth in Article 9
G) Documentation the user documentation and training materials pertaining to the TRAPEZE APPLICATIONS as supplied by TRAPEZE and its suppliers;
H) Effective Date the date the Agreement is entered into and is set forth in the preamble of this Agreement
I) Excusable Delay(s) has the meaning set forth in Article 12
J) NTP abbreviation for Notice to Proceed
K) Party(ies) TRAPEZE and RTC
L) M) TRAPEZE DRIVERMATE, TRAPEZE VIEWPOINT (PASS) and TRAPEZE TRIPBROKER API APPLICATIONS shall mean collectively the Software and Equipment, if any, specified in Attachment A;
N) RTC Regional Transportation Commission of Southern Nevada
O) RTC business day Means any day between and including Monday to Thursday but not including statutory holidays in the State of Nevada.
P) Services shall mean the services to be provided by Trapeze in connection with the Trapeze Applications as described and specified in Attachment A respectively
Q) Software the specific TRAPEZE software licensed hereunder, as further outlined in Attachment C
R) Severity Levels for defects
   • 1. Level 1 (Critical) - system cannot function or site is down, including but not limited to, circumstances where a fundamental business process fails or the system being tested shuts down that may be caused by the Trapeze service unable to launch, or the web pages being inaccessible.
   • 2. Level 2 (Major) - system is still functioning but is causing major business risk to RTC. The defect cannot be addressed through a work around solution, including but not limited to, incidents where in Software is accessible through a web browser but users are unable to login for testing purposes.
   • 3. Level 3 (Minor) - system is still functioning but is causing minor or short term inconveniences. The defect can be addressed through a work around solution, including but not limited to, incidents wherein the webpage includes a spelling or grammar mistake contained in the static text.
S) SOS/SOW abbreviation for Statement of Services or Statement of Work; also known as the Services described herein and in Attachment A
T) Statement of Services also known as the SOS or Services described herein and in Attachment A
U) System Acceptance has the meaning set forth in Article 5
V) Third Party Claims has the meaning set forth in Article 7
W) Trade Secrets has the meaning set forth in Article 21
X) TRAPEZE shall mean TRAPEZE Software Group, Inc.

3) TERM AND TITLE

The Services shall be executed as specified in each Statement of Services (Attachment A). The project schedules for the deployment of the DriverMate, ViewPoint-PASS and TripBroker Applications, shall be mutually agreed on and set by the project managers designated by the Parties, within fifteen (15) days of the issuance of the NTP and shall become part of the contract document (Attachment F).

The initial term of this Agreement shall commence upon execution of this Agreement and continue for seventy-nine (79) days from OCTOBER 11, 2019 THROUGH DECEMBER 29, 2019 incorporating the implementation of the TRAPEZE APPLICATIONS and the warranty period. Thereafter, RTC may renew maintenance under the Agreement annually for software support as further outlined in Attachment B.

4) PAYMENT

RTC shall pay TRAPEZE on a "firm fixed price" basis, in US dollars, for the Software and Software implementation Services in accordance with the corresponding Attachment B, attached to and, by this reference, incorporated into this Agreement.

Commencing upon completion of the warranty period for each Software application, RTC shall pay annual maintenance fees to Trapeze as provided in the corresponding Attachment B as applicable, (the “Maintenance Fee”), attached hereto. These fees shall be subject to change as set out in the relevant Attachment B. RTC shall issue a Purchase Order annually specifying the amount set forth in the Trapeze invoice for maintenance services, and the Purchase Order shall be governed by the terms and conditions of this Agreement. In the event that either Party wishes to terminate the maintenance services to be provided under this Agreement with regards to a product, the terminating Party must provide the other Party with no less than ninety (90) days written notice of such termination before the expiration of the then current maintenance period, during which ninety-day period the applicable maintenance fees will remain payable. Trapeze may suspend provision of any maintenance services during any period of time during which the applicable maintenance fees remain unpaid by RTC.

Terms of payment shall be thirty (30) calendar days from date of receipt of a valid invoice. If RTC determines that an invoice does not comply with the terms of this Agreement or if there are errors in invoiced amounts, RTC shall notify TRAPEZE in writing, via certified mail, within ten (10) RTC business days of receipt of invoice. Upon agreement that the incorrectly invoiced amounts have been corrected, TRAPEZE will correct and resend the invoice for RTC approval.

In the event RTC fails to pay undisputed invoice(s) sixty (60) days after the due date, in addition to any other rights reserved hereunder, TRAPEZE reserves the right to suspend or limit performance until all past due sums are paid. Any delay in performance due to non-payment of undisputed amounts may extend the project schedule by the same amount of time necessary for RTC to pay the outstanding invoice(s). In addition, TRAPEZE reserves the right to assess a monthly fee of one percent (1%) of the undisputed amounts payable to TRAPEZE by RTC. RTC understands and agrees that the one percent (1%) fee constitutes an administrative cost rather than a penalty.

RTC is not subject to Nevada State Sales Taxes, and agrees to send TRAPEZE a tax exemption certificate within ten (10) calendar days from execution of this Agreement. The prices stated do not include any state, federal, or local sales, use or excise taxes, duties, or brokerage fees now in force or which may be enacted in the future, and may be applicable to the sale, delivery or use of goods. Should the RTC tax exemption status change, RTC expressly agrees to pay to TRAPEZE, in addition to the prices stated, the amount of any such taxes which may be imposed upon or payable by TRAPEZE.
5) ACCEPTANCE

Acceptance of each of the TRAPEZE APPLICATIONS shall mean that the corresponding TRAPEZE APPLICATION is ready to be transitioned to RTC’s production environment (“Go-Live”), in accordance with the applicable Statement of Work (Attachment A).

6) WARRANTY AND MAINTENANCE

A) TRAPEZE warrants that any Software delivered hereunder, either embedded in equipment, if applicable, or any Back-Office Software, to operate in all material respects as specified in the Documentation for a period of ninety (90) days from the date that such application of the Software has been installed in RTC’s production environment as provided in the respective SOS. TRAPEZE will, without charge, revise or replace such nonconforming Software provided:

(a) Software or the host medium has not been exposed to any computer virus or to any condition in excess of those published in the applicable specification(s); and

(b) Operation of software and the host medium are in accordance with TRAPEZE’s Documentation.

Such option to repair or replace shall be determined by TRAPEZE.

The warranty stated herein may be void if such Software or its host medium is altered by anyone other than TRAPEZE or TRAPEZE’s authorized service center, without prior written permission of TRAPEZE. Any use of the TRAPEZE APPLICATIONS not in accordance with this Agreement may constitute a breach of the Agreement and may void any warranty.

B) For clarity, full warranty is provided by TRAPEZE with respect to any third party licensed products provided with the TRAPEZE APPLICATIONS, even separate warranties that may be available from the developer, distributor, or publisher of the licensed products will not diminish the full warranty provided by TRAPEZE to the RTC in any way.

C) Excluding causes of action for fraud, willful misconduct, or gross negligence, the sole remedy of RTC for any breach of the above warranties will be to require TRAPEZE to repair, at its own expense, any defects in the Software that are brought to TRAPEZE’s attention by RTC.

D) NO OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO PRODUCTS OR SERVICES PROVIDED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE RTC’S SOLE RIGHT AND REMEDY UNDER THIS AGREEMENT.

E) For the duration of any warranty, extended warranty, if such extended warranty is applicable and purchased by RTC, and duration of Software maintenance, subject to payment of required fees in full, TRAPEZE shall support the Software in accordance with the terms and procedures set out Attachment D and G, attached and incorporated hereto.

7) INDEMNIFICATION AND DEFENSE

TRAPEZE shall indemnify and defend RTC and its officers, employees, agents, and representatives from all third party suits, actions, claims, damages, and judgments of any character that may be brought against RTC on account of: (1) any bodily injuries sustained by any person caused by TRAPEZE’s negligence, gross negligence or willful misconduct in the performance of the Agreement; (2) damage to real property caused by TRAPEZE’s negligence, gross negligence or willful misconduct in the performance of the Agreement; (3) any claims brought against RTC by a third party based on the claim that the Software or any Equipment in the form sold by TRAPEZE infringes the intellectual property
rights of that third party, or (4) TRAPEZE performance pursuant to this Agreement (collectively all referred to as “Third Party Claims”), provided that:

A) RTC shall promptly give written notice to TRAPEZE after obtaining knowledge of any potential or actual Third Party Claim against RTC if recovery being sought against TRAPEZE is due to the indemnity set forth above;

B) TRAPEZE will have the right to defend RTC against any such Third Party Claim with counsel of TRAPEZE’s choice. In addition, RTC may retain separate co-counsel at its sole cost and expense to monitor the defense of the Third Party Claim, provided, however, that TRAPEZE shall have the right to control the defense of such Third Party Claim in TRAPEZE’s sole discretion; and

C) RTC will not consent to the entry of any judgment or enter into any settlement with respect to such Third Party Claim without the prior written consent of TRAPEZE. RTC shall cooperate with all reasonable requests of TRAPEZE in connection with the defense of such Third Party Claim.

Regardless of the cap on liability contained in this Agreement, no insurance policy covering TRAPEZE’s performance under this Agreement shall operate to limit the TRAPEZE’s indemnity and defense obligations required under this Article 7 with regards to Third Party Claims. TRAPEZE assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of RTC, or the employees, contractors or consultants of RTC.

To the extent reasonably possible, both parties shall use their good faith efforts to mitigate any losses against which TRAPEZE is obligated to indemnify RTC pursuant to this Article 7.

8) **LIMITATIONS OF LIABILITY**

A) TRAPEZE does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any mobile or wireless network, or any information stored in any system connected to the internet or to any mobile or wireless network. TRAPEZE shall not be responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to RTC’s connection to or use of the Internet, or any mobile or wireless network.

B) TRAPEZE will not be liable to RTC or any third party for any claims, expenses, damages, costs or losses whatsoever arising out of or in any way related to:

1) RTC’s use of map or geographical data, owned by RTC or any third party, in conjunction with the TRAPEZE APPLICATIONS or otherwise; or

2) RTC’s use of the TRAPEZE APPLICATIONS insofar as the TRAPEZE APPLICATIONS may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law.

C) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, TRAPEZE SHALL ONLY BE LIABLE FOR DIRECT DAMAGES AND IN NO EVENT SHALL TRAPEZE BE LIABLE FOR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, PURE ECONOMIC LOSS UNRELATED TO LOSS OTHERWISE COVERED BY INSURANCE, DAMAGES FOR LOSS OF PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE OF OR INABILITY TO USE ANY PRODUCT, EQUIPMENT OR ASSOCIATED SOFTWARE DESCRIBED HEREIN, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER PRODUCT, EQUIPMENT, SOFTWARE OR OTHER MATERIALS EVEN IF TRAPEZE HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES.

D) EXCLUDING TRAPEZE’S OBLIGATIONS PURSUANT TO ARTICLE 7(1), 7(2) and 7(3) (INDENIFICATION AND DEFENSE), AND WITHOUT LIMITING TRAPEZE’S
OBLIGATIONS TO PROVIDE INSURANCE COVERAGE AS REQUIRED BY THIS AGREEMENT, NEITHER OF WHICH SHALL BE LIMITED IN ANY WAY, THE TOTAL AMOUNT OF TRAPEZE’S AGGREGATE LIABILITY TO RTC FOR ALL DAMAGES UNDER THIS AGREEMENT WHETHER BASED UPON AGREEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT OF $256,721.00.

9) TERMINATION

A) Termination for Convenience: The RTC may terminate this Agreement or any part of it for its convenience upon thirty (30) calendar days’ prior written notice to TRAPEZE. Upon such notification, TRAPEZE shall immediately stop all work hereunder and cause any of its subcontractors to cease such work. If the termination for convenience is issued prior to Acceptance, RTC shall pay TRAPEZE for all product, and services provided up to and including the date of termination, as well as reasonable and demonstrated project close-out costs and profit attributable to completed deliverables. If during the project, milestone payments exceed monies due to TRAPEZE and there is a Termination for Convenience, TRAPEZE will refund the excess payment to RTC.

B) Termination for Default: Either Party to this Agreement may terminate this Agreement or any part hereof for cause in the event of a Default by the other Party. Default is defined as any of the following: (i) either Party's failure to comply with any of the material terms and conditions of this Agreement; (ii) either Party's failure to give the other, upon request, reasonable assurances of future performance; (iii) insolvency, bankruptcy, liquidation or dissolution of either Party; or (iv) any other event which causes reasonable doubt as to a Party's ability to render hereunder. In the event that the license rights granted under this Agreement are earlier terminated, RTC shall forthwith return to TRAPEZE the Equipment, if any, copies of any Software, Documentation and other materials provided to RTC pursuant to this Agreement and will delete any software from RTC’s computer platform. RTC will certify in writing to TRAPEZE that all copies or partial copies of software, any documentation and such other materials have been returned to TRAPEZE and any software has been deleted from RTC’s computer platform.

C) Opportunity to Cure: Either Party may, in the case of a termination for breach or default, allow the other Party an appropriate period of time, in no event less than twenty (20) calendar days, in which to cure the defect, or, if a defect is not such that it can be cured within twenty (20) calendar days, then the defaulting Party shall diligently commence to correct such defect within twenty (20) calendar days. In such case, the notice of termination will state the time period in which the cure is permitted and other appropriate conditions. If the defaulting Party fails to remedy a breach or a default of the material terms, covenants, or conditions of this Agreement within the applicable cure period after receipt of written notice from the non-defaulting Party setting forth the nature of said breach or default, the non-defaulting Party shall have the right to terminate the Agreement in accordance with the terms hereof.

10) PATENT AND INTELLECTUAL PROPERTY

TRAPEZE shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property. Furthermore, neither this Agreement nor the delivery of any Software or Services hereunder shall be construed as granting, either by estoppel or otherwise, any right in, or license under, any present or future data, drawings, plans, ideas or methods disclosed in this Agreement or under any invention, patent, copyright or trade secret now or hereafter owned or controlled by TRAPEZE. Software utilized under this Agreement is proprietary and ownership of the software remains with TRAPEZE and/or its subcontractors, as the case may be. RTC agrees to: (1) take reasonable steps to maintain TRAPEZE’s and subcontractors rights in the software; (2) not sell, transfer, publish, display,
disclose, or make available the software, or copies of the software, to third parties except where RTC may disclose the software to designated federal representatives under a nondisclosure agreement executed by both parties, (3) not use or allow to be used, the software either directly or indirectly for the benefit of any other person or entity, and (4) not use the software, along with its updates, patches or upgrades, on any equipment other than the equipment on which it was originally installed, without TRAPEZE’s written consent.

11) SOFTWARE LICENSE

A) TRAPEZE-developed software delivered hereunder, either embedded in equipment delivered hereunder and described herein or specifically designed for use in or with such equipment is intellectual property of TRAPEZE and shall remain the sole and exclusive property of TRAPEZE, and such license is subject to the terms of Article 10, PATENT AND INTELLECTUAL PROPERTY. TRAPEZE grants RTC a perpetual, non-transferrable, non-exclusive license to: (1) use the Software (including the Back office Software) at its place of business to support its operations; and (2) to use the Documentation delivered by TRAPEZE, but only as required to exercise this license. RTC shall not copy, modify, or disassemble the Software, or permit others to copy, modify, or disassemble the Software or Documentation. RTC shall not transfer the license granted hereby or possession of the Software or Documentation. This license shall automatically terminate upon a finding pursuant to Article 15 below that the RTC materially defaulted in its obligations in the performance of this Agreement, this license or applicable provision contained in TRAPEZE’s price list, or in the event that there is filed by or against RTC any petition in bankruptcy or reorganization or for the assignment of this license for the benefit of RTC’s creditors.

B) RTC agrees to use the licensed Software only in the quantities listed within the Deliverables List, Attachment C. RTC agrees that it will take appropriate action by instruction, agreement, or otherwise with its employees permitted access to licensed software to notify its employees of its obligation under these terms with respect to use, reproduction, protection and security.

C) The parties agree that RTC may make and retain no more than one (1) copy of the Software (including the Back office Software) for backup or archival purposes. This Software copy shall only be used in the event a disaster renders the TRAPEZE APPLICATIONS inoperable and the copy is necessary to restore the TRAPEZE APPLICATIONS to normal operations. RTC may use the production copy of the Software solely to process RTC’s data. The Software may not be used on a service bureau or similar basis to process data of any third parties.

D) RTC acknowledges and agrees that TRAPEZE will not be providing proprietary information, such as interface codes, source code, protocols or data formatting details, to RTC or any third party for future integration. For greater certainty, this Agreement does not authorize third-party integration with RTC’s proprietary system, including the use of third-party interfaces to the production database, which will require further negotiation and the purchase of any associated licenses from TRAPEZE.

E) Source Code Escrow. Access to source code for the TRAPEZE APPLICATIONS Software will be governed by the terms of the separate Escrow Agreement, if any, executed by the parties and in accordance with the optional pricing identified in Attachment B. Escrow shall begin upon RTC’s acceptance of the TRAPEZE APPLICATIONS pursuant to the procedure listed in Section 5 of this Agreement.

F) RTC shall be placed on TRAPEZE’s mailing list to receive announcements of updates and upgrades to software furnished under this Agreement, excluding third party software mailings, updates, and upgrades; this shall include application software, system software, and software which TRAPEZE develops for this project.
G) Notwithstanding the terms in Article 9, B TERMINATION FOR DEFAULT, RTC shall retain a license to use the software subject to the license rights granted in this Agreement, if and when, TRAPEZE is terminated for Default pursuant to the terms of this Agreement.

H) In the case of any third party equipment, third party software, associated documentation, or services, such third party shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property. The Equipment provided hereunder may include software licensed to TRAPEZE by third party licensors, including, but not limited to: (i) Microsoft® Corporation; (ii) HERE, formerly NAVTEQ North America, LLC; (iii) Telogis, Inc.; (iv) Yellowfin International Pty Ltd.; (v) Nuance Communications Inc. formerly Loquendo S.p.A. The terms and restrictions of TRAPEZE’s software license grants will apply to the use of any third party software and the licensors of such software are third party beneficiaries of the rights granted under those terms. If required, RTC shall enter into a separate end-user-license agreement depending on the product(s) procured. RTC may only transfer any embedded Software product with the Equipment in accordance with the terms and conditions of this Agreement.

12) FORCE MAJEURE AND EXCUSABLE DELAYS

A) TRAPEZE shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control ("Excusable Delays") such as any incidence of fire, flood; acts of God or the public enemy; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; acts of war; terrorism; strikes; civil disobedience; any acts, restrictions, regulations, by-laws, refusals to grant a license or permission; prohibitions or measures of any kind on the part of any authority; freight embargoes; delays of TRAPEZE’s suppliers for like causes; if satisfactory evidence of such cause is presented to RTC, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the TRAPEZE. TRAPEZE shall use its best efforts to remove the cause of delay and resume work as soon as possible.

B) RTC shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control ("Excusable Delays") including, but not limited to: any incidence of fire, flood; acts of God or the public enemy; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; acts of war; terrorism; strikes; any acts, restrictions, regulations, by-laws, refusals to grant a license or permission; prohibitions or measures of any kind on the part of any authority; freight embargoes; delays of RTC’s suppliers for like causes; when satisfactory evidence of such cause is presented to TRAPEZE, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of RTC. RTC shall use its best efforts to remove the cause of delay and resume work as soon as possible.

C) If at any time, TRAPEZE concludes that any of the Services hereunder will become subject to an Excusable Delay TRAPEZE shall notify RTC of the nature and detailed reasons and foreseeable extent of such delay and shall, once every fourteen (14) calendar days thereafter, notify RTC whenever, to the best of TRAPEZE’s knowledge and belief, the nature or foreseeable extent of such delay shall change. TRAPEZE shall provide this written notice within ten (10) business days of TRAPEZE’s becoming aware of the facts or matters giving rise to such Excusable Delay. Both parties shall keep in contact with each other as to the status of such Excusable Delay and shall agree in writing to a restart date when the facts or matters giving rise to such Excusable Delay have concluded and further delays are not foreseen. Upon reengagement of Services, TRAPEZE and RTC will formulate and agree upon an updated project schedule, taking into account the timeframe...
that has passed since the work stoppage, necessary time to resume or re-create any previously completed tasks due to damaged or missing equipment and any associated time periods for shipment and/or manufacture of equipment. Ninety (90) calendar days after notice is given of the Excusable Delay, if work has not resumed or the issue has not been cured, the RTC may terminate the Agreement for convenience.

13) CHANGES

Throughout the term of this Agreement, changes affecting the price, schedule, or Statement of Services must follow these guidelines for implementing the requested change:

A) RTC's authorized representative may, at any time, with or without notice to the sureties, make changes within the general scope of this Agreement by:

1) Providing a written, detailed request for the change; and

2) Upon receipt of the RTC's requested change order, TRAPEZE shall provide RTC's authorized representative a written, detailed proposal including updated price, schedule, and scope of Services changes for work to be performed.

B) Intentionally Omitted

C) Intentionally Omitted.

D) Failure to agree to any written order from RTC's authorized representative shall be a dispute under the Disputes Article of this Agreement;

E) Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, the RTC reserves the right to request modification at any time to the (1) scope, complexity, character, frequency of the Services to be performed; (2) conditions under which the Services are required to be performed; such as a change in standards or a change in available base data which would require additional work; (3) duration of work if the time period for completion of Services warrants such an adjustment; or (4) estimated quantities or the timing of the TRAPEZE’s obligations under this Agreement, in whatever manner the RTC determines, in good faith, to be reasonably necessary and to be in the best interests of the public. This Agreement shall not be modified or amended except by the express written agreement of the Parties, signed by a duly authorized representative for each Party. For the RTC, the duly authorized representative is the Chairperson of the RTC Board of Commissioners or the RTC General Manager. No services for which an additional compensation will be charged by TRAPEZE shall be furnished without the written authorization of the RTC. Any other attempt to modify or amend this Agreement shall be null and void and may not be relied upon by either Party; and

F) Oral change orders will not be permitted. TRAPEZE shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Agreement and signed by the RTC.

14) CONFIDENTIAL INFORMATION

A) Subject to applicable law concerning the Freedom of Information Act and other applicable Nevada law, RTC agrees that any and all confidential information, in oral or written form, whether obtained from RTC, its agents or assigns, or other sources, or generated by TRAPEZE pursuant to this Agreement shall not be used for any purpose other than fulfilling the requirements of this Agreement. RTC further agrees to keep in absolute confidence all data relative to the business of TRAPEZE and their agents or assigns, as allowed by law. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by either party without the written Approval of the other party.
B) Intentionally Omitted.

C) TRAPEZE requests that in the event RTC receives a request for disclosure of proprietary information, which TRAPEZE has designated as "Confidential" or "Trade Secret", RTC shall promptly give TRAPEZE written notice of such request prior to disclosure to allow TRAPEZE the opportunity to seek injunctive relief or such other relief as may be appropriate and shall cooperate with any reasonable request from TRAPEZE that is not otherwise prohibited by statute or Nevada Law, at TRAPEZE's expense, in seeking confidential treatment for any such disclosure.

D) RTC acknowledges that compliance with paragraph (A) of this Confidential Information Article is necessary to protect the business and proprietary information of TRAPEZE, and that a disclosure of information TRAPEZE designates “Confidential” or “Trade Secret” will cause irreparable and continuing damage for which money damages may not be adequate. Consequently, if RTC concludes it must disclose information, TRAPEZE may seek: (1) temporary, preliminary, or permanent injunctive relief.

15) DISPUTES/ARBITRATION

A) The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement promptly by negotiation in good faith between executives who have the authority to settle the dispute. Either Party shall give the other Party written notice of any dispute not resolved in the ordinary course of business. Within seven (7) business days after delivery of such notice, the Party receiving notice shall submit to the other a written response thereto.

B) All reasonable requests for information made by one Party to any other shall be honored in a timely fashion. All negotiations conducted pursuant to this Article (and any of the Parties' submissions in contemplation hereof) shall be kept confidential by the Parties and shall be treated by the Parties and their representatives as compromise and settlement negotiations under the Federal Rules of Evidence and any similar state rules.

C) If the matter in dispute has not been resolved within thirty (30) calendar days of the initial dispute date, either Party (the "Claimant") may proceed to file its claim in a competent District Court having jurisdiction in Clark County, Nevada.

16) REMEDIES

The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be limited to the terms contained herein. No action or failure to act by TRAPEZE or RTC shall constitute a waiver of any right or duty afforded either of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

17) EXAMINATION AND RETENTION OF RECORDS

RTC and its representatives shall have audit and inspection rights described below.

A) TRAPEZE shall maintain, and RTC and its representatives shall have the right to examine, all books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs claimed to have been incurred and anticipated to be incurred for the performance of this Agreement.

B) If TRAPEZE submitted certified cost or pricing data in connection with the pricing of this Agreement or if TRAPEZE cost of performance is relevant to any change or modification to this Agreement, RTC and its representatives shall have the right to examine all books, records, documents, and other data of the TRAPEZE related to the negotiation, pricing, or performance of such Agreement, change, or modification for the purpose of evaluating the costs incurred and the accuracy, completeness, and currency of the cost or pricing data submitted.
C) The materials described in (1) and (2), above, shall be made available at the office of TRAPEZE at all reasonable times for inspection, audit, or reproduction until the expiration of three (3) years from the date of final payment under this Agreement, except that if this Agreement is completely or partially terminated, the records relating to the Software or Services terminated shall be made available for a period of three (3) years from the date of any final settlement.

18) NOTICES

Any notice or demand under the terms of this Agreement or any statute, governmental rule, or regulation, must be in writing and shall be sent by facsimile or similar confirmed communication, by certified or registered mail, or by a nationally recognized courier service addressed to the parties as follows:

To TRAPEZE: TRAPEZE Software Group, Inc.
Attn: Contracts
5265 Rockwell Drive NE
Cedar Rapids, IA 52402

To RTC: Regional Transportation Commission of Southern Nevada
Attn: Manager Purchasing and Contracts
600 South Grand Central Parkway, Ste. 350
Las Vegas, NV 89106

All contractual communications, correspondence, and submittals required herein shall be provided in hard copy, unless agreed otherwise between TRAPEZE and RTC after Agreement award.

TRAPEZE and RTC shall support electronic mail (e-mail) correspondence between project participants for routine and informal correspondence. The use of e-mail is intended to provide for timely communication and document distribution among TRAPEZE and RTC personnel, but it is not to be a substitute for formal communications and submittals required by the Agreement. TRAPEZE and RTC will jointly develop any additional procedures or restrictions pertaining to the use of e-mail after Agreement award.

19) SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, void, or unenforceable, in any respect by a Court of Competent jurisdiction, the remaining provisions shall remain in full force and effect and will not be affected as long as the parties’ basic intent under this Agreement can be achieved.

20) ASSIGNMENT

This Agreement shall be binding upon the parties, their successors, and assignees; provided, however, that neither party shall assign any rights or obligations under this Agreement without the written consent of the other, which shall not be unreasonably withheld, except that TRAPEZE may assign this Agreement without consent to any subsidiary or affiliated company or by way of merger or acquisition.

21) TRADE SECRETS

“Trade Secrets” means information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that:

(a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other persons who can obtain commercial or economic value from its disclosure or use; and

(b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
Trade Secrets shall not include any information that (1) is or becomes generally known to the public through no fault of the recipient; (2) is obtained without restriction from an independent source having a bona fide right to use and disclose such information, without restriction as to further use or disclosure; (3) the recipient independently develops through persons who have not had access to such information; or (4) the disclosing Party approves for unrestricted release by written authorization. RTC acknowledges that all Trade Secrets relating to or concerning the TRAPEZE system, including any modifications made thereto, are owned by TRAPEZE or TRAPEZE has the applicable rights of use and RTC will maintain the Trade Secrets in strict confidence and not disclose the Trade Secrets to any third party without TRAPEZE's prior written consent. RTC shall prohibit any persons other than RTC employees from using any components of the TRAPEZE system and RTC shall restrict the disclosure and dissemination of all Trade Secrets reflected in the TRAPEZE system to RTC employees who are bound to respect the confidentiality of such Trade Secrets. These obligations of confidentiality will survive termination of this Agreement.

22) MEDIA AND PUBLICATION

Upon reasonable notice, prior written Approval and consultation with the other party, either party may publish press releases and other general marketing information related to this Agreement and the Software and Services provided hereunder. Except for the foregoing, and subject to the strict requirements of the law, neither Party shall communicate with representatives of the general nor technical press, radio, television, nor other communication media regarding the Services performed under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.

23) DATA/DATABASE OWNERSHIP

RTC may develop interfaces from the TRAPEZE APPLICATIONS Database either (i) on its own based on the information and Documentation provided by TRAPEZE to extract data for its internal benefit, so long as such interfaces do not write to, edit, modify or materially degrade the performance of the TRAPEZE APPLICATIONS Database or (ii) to a TRAPEZE-published application programming interface ("API"), which may be licensed from TRAPEZE. However, Licensee shall retain ownership of the data that is inputted into the TRAPEZE APPLICATIONS Database and any data generated therefrom.

24) WAIVER/SURVIVAL

Waiver by either party of any default by the other party hereunder shall not be deemed a waiver of any other default. The express provision herein for certain rights and remedies for both parties shall not be construed to deprive either party of any other rights and remedies to which it would otherwise be entitled under applicable law. The invalidity of any provision of these terms and conditions shall not affect the remaining provisions hereof. Furthermore, any rights or obligations under this Agreement which by their nature should survive, including, but not limited to any and all payment obligations invoiced prior to the termination or expiration hereof, will remain in effect after termination or expiration hereof.

25) GOVERNING LAW AND VENUE

The rights, obligations, and remedies of the parties shall be governed by the laws of the State of Nevada. Venue for any action shall lie exclusively in the State of Nevada.

This Agreement shall be construed in accordance with, and the rights of the parties shall be governed by, the laws of the state of Nevada. The provisions of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.

26) ENTIRE AGREEMENT & ORDER OF PRECEDENCE
This Agreement and the Agreement documents, including all Exhibits and Attachments hereto, all of which are hereby incorporated herein by reference, constitute the entire agreement between the parties, and there are no other representations, understanding or agreements between the parties. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral. The following order of precedence shall apply to all documents listed as Exhibits and Attachments, in descending order of precedence:

1) Change Orders
2) General Terms and Conditions (this Agreement No. 20-021A)
3) Statements of Services (Attachment A)
4) Service Standards for Maintenance of TRAPEZE Software (Attachment G)
5) Prices and Payment Milestones (Attachment B)
6) Deliverables List (Attachment C)
7) Sample Escrow Agreement (Attachment E) – NOT USED
8) Project Schedules (Attachment F)

The terms and conditions contained in the Agreement shall not be modified unless it is expressly agreed in writing and executed by RTC and TRAPEZE.

27) HEADINGS

The Article headings in the Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of the Agreement or of any particular Article or section.

28) AUTHORIZATION

Each of the Parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.

29) COUNTERPARTS

The Agreement may be executed simultaneously in two or more counterparts, including facsimile, PDF, and other electronic copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

30) COUNSEL

By execution of this Agreement, each of the Parties acknowledges and agrees that it has had an opportunity to consult with legal counsel.

31) INSURANCE

The insurance coverages required under this Agreement shall not be limited in any way by the limitation on liability under Section 8 of this Agreement.

1. Format/Time: TRAPEZE shall provide RTC with Certificates of Insurance, per the attached sample format, for coverages as listed below, and endorsements affecting coverage required by this Agreement within ten calendar days after the award by the RTC. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Agreement and any renewal periods.

2. Best Key Rating: The RTC requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
3. RTC Coverage: The RTC, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. TRAPEZE’s insurance shall be primary as respects the RTC, its officers and employees.

4. Endorsement/Cancellation: TRAPEZE’s general liability insurance policy shall be endorsed to recognize specifically TRAPEZE’s contractual obligation of additional insured to RTC and must note that the RTC will be given 30 calendar days advance notice by certified mail “return receipt requested” of any cancellation of Commercial General Liability policy by the insurance agent or carrier.

5. Deductibles: The Commercial General Liability deductible shall be disclosed in the Certificates of Insurance and may not exceed $50,000. The Professional Liability deductible shall not exceed $500,000.00.

6. Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000.

7. Commercial General Liability: Subject to Paragraph 6 of this exhibit, TRAPEZE shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a “per occurrence” basis only, not “claims made,” and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

8. Automobile Liability: Subject to Paragraph 6 of this exhibit, TRAPEZE shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by TRAPEZE and any automobile used for the performance of services under this Agreement. As an alternative to the specified any auto coverage, the RTC will accept all owned, non-owned and hired or symbols 2, 8 and 9.

9. Workers' Compensation: TRAPEZE shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers’ compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Company that is a sole proprietor shall be required to submit an affidavit (sample attached) indicating that the Company has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. If any of the work to be provided will be performed out of the State of Nevada, then any Workers Compensation policy must include an "all states endorsement" that provides for coverage in any state. The endorsement must include the broadening of coverage to meet the applicable laws in that state.

10. Professional Liability: TRAPEZE shall maintain limits of no less than $1,000,000 aggregate. Proof of the professional liability insurance shall be provided on an annual basis. Any retroactive date must coincide with or predate the beginning of this agreement and may not be advanced without the consent of the Owner.

11. Failure To Maintain Coverage: If TRAPEZE fails to maintain any of the insurance coverages required herein, RTC may withhold payment, order TRAPEZE to stop the work, declare TRAPEZE in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. RTC may collect any replacement insurance costs or premium payments made from TRAPEZE or deduct the amount paid from any sums due TRAPEZE under this Agreement.

12. Additional Insurance: TRAPEZE is encouraged to purchase any such additional insurance as it deems necessary.

13. Damages: [Deleted].

14. Cost: TRAPEZE shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
15. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Regional Transportation Commission, Purchasing & Contracts, Attention: certcontrol@instracking.com 600 Grand Central Parkway, Las Vegas, Nevada, 89106-4512.

16. Insurance Form Instructions: The following information must be filled in by TRAPEZE’s Insurance Company representative:

- Insurance Broker’s name, complete address, telephone and fax numbers.
- Company’s name, complete address, telephone and fax numbers.
- Insurance Company’s Best Key Rating
- Commercial General Liability (Per Occurrence)
  (A) Policy Number
  (B) Policy Effective Date
  (C) Policy Expiration Date
  (D) General Aggregate ($2,000,000)
  (E) Products-Completed Operations Aggregate ($2,000,000)
  (F) Personal & Advertising Injury ($1,000,000)
  (G) Each Occurrence ($1,000,000)
  (H) Fire Damage ($50,000)
  (I) Medical Expenses ($5,000)
- Automobile Liability (Any Auto)
  (J) Policy Number
  (K) Policy Effective Date
  (L) Policy Expiration Date
  (M) Combined Single Limit ($1,000,000)
- Worker’s Compensation
- Professional Liability
  (A) Not less than $1,000,000 aggregate.

Description: Agreement No. 20-21A; Project Title: FOR SUPPLY OF DRIVERMATE, VIEWPOINT (PASS) and TRIPBROKER API APPLICATIONS (must be identified on the initial insurance form and each renewal form).

Certificate Holder:
Regional Transportation Commission-Southern Nevada
600 South Grand Central Parkway, 2nd floor
Las Vegas, Nevada 89106

The Certificate Holder, REGIONAL TRANSPORTATION COMMISSION-SOUTHERN NEVADA, must be named as an additional insured.

[SIGNATURES PAGE FOLLOWS]
IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement the day and year first above written.

TRAPEZE SOFTWARE GROUP, INC. 

By: 

STEVE SAWYER 
General Manager

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

By: 

LAWRENCE L. BROWN III 
Chairman

ATTEST:

By: 

MARIN DUBOIS 
Management Analyst

APPROVED AS TO FORM:

By: 

RTC LEGAL COUNSEL
1 INTRODUCTION

The purpose of this document is to provide Regional Transportation Commission of Southern Nevada (RTC) with a quote and scope of work for the implementation of the following Trapeze Software products:

- DriverMate
  - 20 vehicles
- Viewpoint
  - PASS
- TripBroker API
  - 1 provider (UZURV)

This document will outline the services needed to implement the Software product and the effort required from both Trapeze and RTC.

2 IMPLEMENTATION GOALS AND OBJECTIVES

DriverMate will enhance the current Trapeze PASS dispatch system by providing tools that will enable wireless data communication between drivers and dispatchers. The application provides functionality for two-way data messaging capabilities and GPS data communication, as well as ‘real-time’ vehicle positioning and schedule adherence information.

The ViewPoint Software allows for multi-functional, integrated dashboards and reports to be shared across the organization via email, web and mobile devices and interact with geo map visualizations. RTC would like to alleviate manual reporting in exchange for data immediacy and improved service efficiencies across the organization.

RTC identified the need to broker paratransit trips with a third-party provider (UZURV). The implementation of Trip Broker API will allow RTC to enhance their ability to provide and retrieve trips associated with their paratransit provider and store that trip information in the backend of the Trapeze Schema to enhance their reporting and business measurement capabilities.

3 TRAPEZE PROFESSIONAL SERVICES

3.1 PERSONNEL

To ensure successful completion of this implementation, Trapeze will provide RTC with the following professional services personnel:

- Project Manager: The centralized point of contact for the project. The Project Manager will be responsible for coordinating project schedules, deliverables and resources required to deliver the full Trapeze solution.
Technical Product Specialist: The primary technical point of contact supporting the design, installation, configuration, testing, implementation, training and deployment of the Trapeze solution.

3.2 IMPLEMENTATION METHODOLOGY OVERVIEW

This project will be executed in a phased approach, with key activities identified below:

1. Project Kick-Off
2. Project Design
3. Internal Acceptance Testing
4. Software Installation and Configuration
5. Installation Testing
6. Training
7. DriverMate Pilot Support
8. DriverMate Vehicle Rollout
9. Acceptance Testing
10. Deployment

4 PROJECT IMPLEMENTATION APPROACH

4.1 PROJECT KICK-OFF

Following contract execution, Trapeze and RTC will hold a remote project kick-off meeting to align stakeholders on project scope and timelines, as well as review roles, responsibilities, key risks and preliminary project schedule. Project teams from both Trapeze and RTC are expected to attend the kick-off meeting.

4.2 PROJECT DESIGN

The Project Design meetings for DriverMate and TripBroker will be held on-site at RTC’s offices over the course of up to four (4) days.

In preparation for these discussions, RTC will be expected to provide Trapeze with any relevant operational materials and/or documentation requested. The following topics will be covered during these meetings and calls:

- Current operational policies and procedures as they relate to the paratransit driver / MDT processes
- Software configuration
- Hardware recommendations
- Project timelines
- Testing, training, and transition strategies
A Project Design Document outlining deliverables, goals and objectives, configurations, and expected project implementation timelines will be prepared by Trapeze and shared with RTC after the initial Project Design meetings. During the review process, non-standard Software functionality may be identified. If desired, Trapeze will provide estimates to address these gap items, however, addressing any such gaps will be considered out-of-scope.

Following completion of the draft Project Design Document, Trapeze will share the document with RTC to review and provide comments. RTC will have five (5) business days to complete this review, after which the Trapeze Project Manager will coordinate a meeting with RTC’s project team to review the comments. Following this meeting, Trapeze will revise the Project Design Document to address RTC’s comments and feedback and will provide a finalized Project Design Document.

4.2.1 Report and Dashboard Review

Trapeze will conduct a remote meeting with RTC’s project team and review the Viewpoint reports and dashboards. To assist with preparations for these discussions, RTC will be expected to provide the Trapeze team with any operational material and/or documentation as requested. The following topics will be discussed at the Viewpoint report and dashboard meeting:

- Solution overview and architecture review
- Current operational policies and procedures as they relate to the reporting processes.
- Standard Viewpoint reports and KPIs
- RTC’s Report and KPI requirements

A report and dashboard design document identifying RTC’s requirements will be prepared by Trapeze following the meeting. During the review process, reports and KPIs not currently handled by the standard Trapeze Software may be identified. If desired, Trapeze can provide estimates to address these items.

Trapeze has included up to forty (40) hours of development support for any custom reports or dashboards identified during the report and dashboard review. Any additional time required to complete supplementary reports or dashboards will be treated as a time and materials engagement and services billed as incurred. Time and materials billing rates have been outlined in Section 8.3.

Following completion of the draft design document, Trapeze will provide RTC with the draft document to review and provide comments. RTC will have five (5) business days to complete this review, after which the Trapeze Project Manager will coordinate a meeting with RTC’s project team to review the comments. Following this meeting, Trapeze will revise the design document to address RTC’s comments and feedback and will provide the finalized version.

4.3 INTERNAL ACCEPTANCE TESTING

Internal Acceptance Testing (IAT) is completed by Trapeze before any Software is installed in RTC’s test environment. During IAT, Trapeze Technical Product Specialists will perform unit and regression testing to ensure
completeness and accuracy of all standard features. These Specialists will also update any automated regression test scripts to expand coverage as needed.

After unit and regression testing is completed, the Trapeze Technical Product Specialists will run a series of tests in a local testing environment to ensure that all Software is functioning properly against RTC’s specific data and configuration. This will allow Trapeze to proactively determine any potential data-related issues and ensure that all standard setup and configuration tasks can be performed for RTC.

### 4.4 SOFTWARE INSTALLATION AND CONFIGURATION

#### 4.4.1 DriverMate and TripBroker

Following the completion of Internal Acceptance Testing, Trapeze will work with RTC to remotely install and configure the Software in RTC’s test environment. RTC will be required to complete all hardware installations (including all server configurations) in time for the test environment installation.

To assist Trapeze with the installation, RTC will provide remote access (VPN, etc.) to all necessary servers. If remote access will be unavailable, Zoom will be used as an alternate method for connecting to the servers.

Please reference Appendix A for RTC’s DriverMate installation responsibilities.

#### 4.4.1.1 DriverMate Back Office

Trapeze will work with RTC to remotely install and configure the following PASS-MON Software components in RTC’s production environment.

- **MDT Server** – a second MDT Server will be required for DriverMate to communicate with PASS. The primary (current) MDT Server will still be utilized to allow existing MDT’s to communicate with PASS. Once the entire fleet has been converted to DriverMate the current MDT Server can be shut down.

- **XGate** – communication between DriverMate and the new MDT Server.

- **XMM** – remote management utility for tablets.

#### 4.4.1.2 DriverMate In-Vehicle

Trapeze will assist and train RTC on the installation and configuration of the in-vehicle DriverMate Software on up to five (5) pilot vehicle tablet devices. RTC will then be responsible for installing the Software on new tablets in the remaining fleet vehicles.

#### 4.4.2 ViewPoint

Trapeze will work with RTC to remotely install the Microsoft Power BI Gateway in their on-premise environment and configure the ViewPoint solution in the Trapeze Azure cloud environment. Upon completion of training and testing, Trapeze will schedule the deployment activities with RTC.
4.5 INSTALLATION TESTING

Installation Testing will occur after the DriverMate and TripBroker Software have been installed in RTC’s test environment, as well as the ViewPoint Software has been installed in Trapeze’s cloud tenant and Gateway installed in RTC’s on-premise environment. This will ensure the Software is functioning properly within RTC’s test environment as well as within the Azure cloud environment. Installation Testing will also validate data acceptance in RTC’s environment.

During Installation Testing, RTC will grant Trapeze access to their servers so that Trapeze can perform testing of key Software functionality and validate the Software is functioning properly in RTC’s test environment. Trapeze will validate the following:

- Applications are connected to the appropriate database(s)
- General Software functionality is working as designed
- All configurations and settings are functioning as agreed upon in the Project Design Document

Upon completion of Installation Testing, Trapeze will work with RTC to schedule Training.

4.6 TRAINING

Trapeze Training will be based on standard training agendas, and sessions will vary in length based on topic. RTC resources are encouraged to participate in all training sessions related to their field, as discussed during the Project Design phase. Training sessions cannot exceed six (6) employees per session.

4.6.1 DriverMate

DriverMate training will include topics related to the day to day driver and PASS Dispatching responsibilities, including:

**Driver**

- Logging On/Off
- Viewing the Manifest
- Arriving and Performing trips
- Sending Text Messages
- Navigational Mapping

**PASS Dispatcher (if necessary)**

- Software features and functionality
  - Specific focus will be on the Dispatch management responsibilities

System Administrator training will include topics related to the Software environment (properties, services, installation paths, configurations etc.), as well as topics related to troubleshooting and managing Trapeze application(s). The following table outlines the proposed training for this implementation:
In order to facilitate the on-site training, RTC will need to provide a training environment that includes:

- Networked computer for each trainee, connected to the test system.
- White board and markers
- LCD projector
- Tablets for both trainees and trainer (DriverMate only)

If the items above will not be available, Trapeze will work with RTC to identify alternative arrangements. In addition to training, Trapeze will provide one (1) digital copy of all available user manuals. RTC is free to create hard copies of the user manual for their users, if desired.

### 4.7 DRIVERMATE PILOT SUPPORT

Trapeze will provide one (1) DriverMate resource for up to five (5) days on-site to perform System Administrator and Driver Trainer training as well as the Software installation and configuration support required to complete a five (5) day vehicle pilot. Additionally, Trapeze will also provide one PASS resource for up to two (2) days on-site support to complete the PASS Dispatch Training in tandem with the DriverMate resource support trip (if necessary).

During these on-site trips, Trapeze will work with RTC to ensure all aspects of DriverMate and PASS are functioning correctly from a back office and pilot vehicle perspective. This will include providing assistance to both Drivers and Dispatchers on the use of the new Software and ensuring RTC staff is able to use the Software in a live, production-like setting.

Following the DriverMate installation on the five (5) vehicles, a fourteen (14) calendar day pilot period will begin. During this time, RTC will use the DriverMate solution in revenue service to ensure all Software features are working as expected and help drivers familiarize themselves with the new Software. The expectation is for RTC to track any issues encountered during the pilot period and report them to Trapeze. This will allow both parties to better prepare for the Acceptance Testing period which will take place after the completion of the full vehicle rollout.
Trapeze will provide remote support to assist with troubleshooting and/or answering questions arising from using the Software during this pilot period.

4.8 **DRIVERMATE VEHICLE ROLLOUT**

Following the pilot support period, RTC will be responsible for completing the full vehicle rollout of the DriverMate Software. This will require RTC to complete all remaining vehicle and Software installations prior to the start of Acceptance Testing.

To support the vehicle rollout, Trapeze will provide one (1) resource for up to three (3) days of on-site support once 80-90% of the fleet will be live with DriverMate. This support will help ensure the system is functioning correctly with nearly all the fleet online, as well answer any follow-up questions that may arise after the pilot support period.

4.9 **ACCEPTANCE TESTING**

Acceptance Testing involves RTC utilizing the new Software in the test environment to ensure it responds accurately to user inputs and all features and functions work as specified. RTC will have ten (10) business days (for each Software application) in which to perform a comprehensive end-to-end round of Acceptance Testing.

4.9.1 **Testing Defect Review and Resolution**

During Acceptance Testing, RTC will document and prioritize any defects encountered throughout the testing period (if any exist). Following the completion of a round of testing, RTC will supply Trapeze with a complete list of all perceived defects, which Trapeze will assess for root cause and resolve where appropriate based on the severity levels defined below.

1. **Critical** – Defect causes failure of critical functionality or critical data and no workaround is available.
   a. This can include but is not limited to:
      i. System crashing
      ii. Non-recoverable conditions
      iii. Data loss or corruption
      iv. Security concerns leading to breach of information and/or misuse, or severely affecting system performance and/or functionality
      v. Performance defects leading to unavailability or loss of functionality

2. **Major** – Defect partially impairs critical functionality. A workaround is available but difficult to execute.
   b. This can include but is not limited to:
      i. System crashing or aborting during normal operation of a non-critical flow
      ii. Missing functionality
      iii. Inconsistent logic or display of data
      iv. Slow responsiveness and underperformance of the system
      v. Missing security or system patches, minor breach of information

3. **Minor** – Defect impairs non-critical functionality with a satisfactory workaround available.
   c. This can include but is not limited to:
i. Minor usability issues such as inconsistent display
ii. Tab/shortcut keys not working
iii. Missing input validation
iv. System recoverable errors

RTC will identify the priority of each defect and indicate the desired resolution sequence (1 = soonest resolution desired). Trapeze will make best reasonable effort to resolve issues based on sequential order.

At the completion of each round of testing, Trapeze will work remotely to resolve all Critical and Major defects (if any exist). If an updated Software solution is required to resolve the defect(s), Trapeze will provide the updated Software encompassing all defect fixes. RTC will be asked to test and validate the Software to ensure all defects have been rectified. If further defects are identified, Trapeze will evaluate and work to resolve them, and RTC will be asked to execute another round of Acceptance Testing.

Once RTC confirms that all Critical and Major defects have been resolved, Acceptance Testing will be considered complete and the Software will be deemed ready for deployment in RTC’s production environment. RTC will be required to sign off on the Acceptance Testing. All Minor defects will be transitioned to the Trapeze maintenance and support program, who will provide new Software builds addressing post-deployment defects, as necessary.

4.10 Deployment

During the deployment phase, Trapeze will migrate the Software from RTC’s test environment to RTC’s production environment so that it can be used to support production operations.

4.10.1 Deployment Support

Trapeze will provide remote go-live support for the launch of the new Software to RTC’s remaining clients over the course of one (1) additional week. RTC can leverage these services during standard business hours to address any non-critical questions or support needs that may arise from using the Software to support live customer operations.

At the completion of the one (1) week deployment support period, all ongoing support will be transitioned to and provided by Trapeze’s long-term maintenance program.

4.11 Responsibilities and Deliverables

<table>
<thead>
<tr>
<th>Activity</th>
<th>Trapeze Responsibilities</th>
<th>RTC Responsibilities</th>
<th>Deliverables</th>
</tr>
</thead>
</table>
| Project Kick-Off | • Lead project kick-off meeting  
|                 | • Collaborate with RTC in developing project schedule          | • Assist in developing project schedule and kick-off presentation  
|                 | • Provide inputs for RTC-led activities                         | • Preliminary project schedule (revised as necessary)      |
|                 |                                                                 | • Kick-off meeting                                      | • Draft Project Plan                               |
|                 |                                                                 | • Kick-off Presentation (MS PowerPoint)                  |                                                   |

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<table>
<thead>
<tr>
<th>Activity</th>
<th>Trapeze Responsibilities</th>
<th>RTC Responsibilities</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Design</strong></td>
<td>• Conduct Design Review meetings</td>
<td>• Participate in Design Review meetings</td>
<td>• Project Design Document</td>
</tr>
<tr>
<td></td>
<td>• Participate in Design Review meetings</td>
<td>• Provide documentation as requested</td>
<td>• Report and Dashboard Design Document</td>
</tr>
<tr>
<td></td>
<td>• Review Project Design Document and provide</td>
<td>• Sign off on finalized Project Design Document</td>
<td>• Custom Reporting costs</td>
</tr>
<tr>
<td></td>
<td>comments/feedback</td>
<td>• Identify Reporting requirements</td>
<td>(as necessary)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Finalized Project Schedule</td>
</tr>
<tr>
<td><strong>Internal Acceptance Testing</strong></td>
<td>• Perform Internal Acceptance Testing</td>
<td>• Provide data as necessary</td>
<td></td>
</tr>
<tr>
<td>**Software Installation &amp;</td>
<td>• Install Software in RTC’s test environment</td>
<td>• Complete all hardware installation(s)</td>
<td>• Installed Software in RTC’s test environment</td>
</tr>
<tr>
<td>Configuration**</td>
<td>• Install and configure ViewPoint Software on</td>
<td>• Provide access to test environment</td>
<td>• Configured Software on Trapeze’s Azure cloud tenant connected to RTC’s on-premise database</td>
</tr>
<tr>
<td></td>
<td>Trapeze’s Azure cloud tenant</td>
<td>• Manage servers, databases, backup procedures, database maintenance practices, and</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Windows environments and security</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Install Trapeze pre-requisite Software (e.g. ODBC connections,</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>database servers, etc.)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Install in-vehicle Software on the remaining non-pilot vehicles</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Provide user and group access policies</td>
<td></td>
</tr>
<tr>
<td><strong>Installation Testing</strong></td>
<td>• Perform Installation Testing</td>
<td>• Provide technical consulting as required</td>
<td>• Training agenda</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Provide access to test environment</td>
<td>• Completed training sessions</td>
</tr>
<tr>
<td><strong>Training</strong></td>
<td>• Review training topics with RTC</td>
<td>• Ensure trainees are prepared and engaged in all training activities</td>
<td>• Available User Manuals</td>
</tr>
<tr>
<td></td>
<td>• Conduct training sessions</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Acceptance Testing</strong></td>
<td>• Support RTC during Acceptance Testing</td>
<td>• Perform Acceptance Testing</td>
<td>• Prioritized defects log</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Complete prioritization of defect(s)</td>
<td>• Software releases, as necessary</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Re-test defect resolutions</td>
<td>• Completion of full vehicle rollout and installation of in-vehicle hardware</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Have tablets installed and configured in vehicles</td>
<td>and Software</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Scheduling of trained drivers to operate pilot vehicles</td>
<td></td>
</tr>
<tr>
<td><strong>Deployment</strong></td>
<td>• Ensure Software is ready for production use</td>
<td>• Escalate defects to appropriate Trapeze Product Specialists</td>
<td>• Trapeze Software will be operational and functional in production state</td>
</tr>
<tr>
<td></td>
<td>• Provide remote deployment support</td>
<td>• Update the Production system to ensure all records are up to date</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Ensure data correctness</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Confirm connectivity, logins, etc.</td>
<td></td>
</tr>
</tbody>
</table>
5 **PROJECT DURATION**

This implementation is expected to be completed by December 29th, 2019 providing that the project begins no later than October 11th, 2019. RTC will be expected to provide a signed contract prior to October 11th.

6 **PROJECT MANAGEMENT**

Trapeze will provide remote project management support for the entire duration of the project. The Trapeze Project Manager will be responsible for the successful planning, design, and execution of the project, including effective stakeholder communication, risk mitigation and meeting project milestones. The Project Manager will be the key point of contact for RTC for the duration of the project. Trapeze will also require RTC to assign a Project Manager for this implementation. The two Project Managers will work together to ensure consistent dialogue is maintained through well-established communication channels.

A successful implementation requires effective and timely communication with all project stakeholders. Trapeze expects the PMs will meet on a bi-weekly basis.

In addition to the responsibilities outlined above, Trapeze Project Managers will also provide the following key services:

- **Change Management**: If any deliverable(s) will need to be changed mid-project, the Project Manager will identify the impact of the change and initiate necessary actions to ensure timelines and project costs will be adjusted.

- **Milestone Sign-Offs**: With each completed milestone, RTC will be asked to sign off on the milestone and confirm agreement with project moving forward.

7 **RTC’S RESOURCE REQUIREMENTS**

Outlined below are estimated resource allocations to support the implementation and effort defined in this Statement of Work.

<table>
<thead>
<tr>
<th>Resource</th>
<th>Resource Allocation</th>
<th>Responsibilities</th>
</tr>
</thead>
</table>
| Project Manager            | 30% of their time for the full duration of the project | • Coordinate all resources from RTC  
|                           |                                                 | • Coordinate conference calls and meetings, as required  
|                           |                                                 | • Coordinate training preparation  
|                           |                                                 | • Coordinate training sessions  
|                           |                                                 | • Coordinate completion of pilot support and vehicle rollout  
|                           |                                                 | • Coordinate completion of Acceptance Testing  
|                           |                                                 | • Work with the Trapeze Project Manager to identify risks, issues, and mitigations throughout the project |
| Subject Matter Experts     | 20% of their time for the duration of the project | • Participate in the completion of the Project Design Document  
|                           |                                                 | • Participate in the report and dashboard review meetings  
|                           |                                                 | • Participate in the review of all documentation  
|                           |                                                 | • Participate in all training sessions  
|                           |                                                 | • Assist with completion of pilot support |
Regional Transportation Commission of Southern Nevada
DriverMate, ViewPoint and TripBroker API
Statement of Work

<table>
<thead>
<tr>
<th>Resource</th>
<th>Resource Allocation</th>
<th>Responsibilities</th>
</tr>
</thead>
</table>
| System Administrators / IT| 25% during Software Installation, Testing, and Deployment 100% during System Administrator Training | • Configure and maintain environments  
• Assist with troubleshooting any network or technical issues  
• Provide access to servers as necessary throughout the project  
• Participate in System Administrator training  
• Maintain system security controls & permissions, user accounts, etc. |
| End Users/ Testers        | 50% of their time during the testing phase of the project | • Participate in End User Training  
• Execute Acceptance Testing  
• Record and Report any defects for the Software |

8 PROJECT BUDGET

The following project budget includes all licenses, services and expenses required for this implementation as outlined in the Statement of Work.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>ViewPoint (PASS)</th>
<th>DriverMate</th>
<th>TripBroker API</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Software Licenses</td>
<td>-</td>
<td>$36,708</td>
<td>$40,000</td>
<td>$76,708</td>
</tr>
<tr>
<td>2</td>
<td>One-time Setup</td>
<td>$10,000</td>
<td>-</td>
<td>-</td>
<td>$10,000</td>
</tr>
<tr>
<td>3</td>
<td>Implementation Services</td>
<td>$50,570</td>
<td>$60,499</td>
<td>$49,194</td>
<td>$160,263</td>
</tr>
<tr>
<td>4</td>
<td>Expenses</td>
<td>-</td>
<td>$9,200</td>
<td>$550</td>
<td>$9,750</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$60,570</strong></td>
<td><strong>$106,407</strong></td>
<td><strong>$89,744</strong></td>
<td><strong>$256,721</strong></td>
</tr>
</tbody>
</table>

**Pricing Notes:**

- The Software will be implemented as a fixed-fee project
- License fees are based on a paratransit operation with the following operational characteristics:
  - Up to 5,100 paratransit trip per day
  - Up to twenty (20) vehicles
  - Up to 100 brokered trips

8.1 LONG TERM SUPPORT

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>ViewPoint (PASS)</th>
<th>DriverMate</th>
<th>TripBroker API</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>90 Day Warranty</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>2</td>
<td>Year 1 Subscription</td>
<td>$51,784</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3</td>
<td>Year 1 Maintenance</td>
<td>-</td>
<td>$7,342</td>
<td>$8,000</td>
</tr>
</tbody>
</table>
Long Term Support Notes:

- All subsequent maintenance renewal fees will be based on the operational characteristics of RTC at the
time of renewal and subject to Trapeze’s then-current pricing.

8.2 Payment Milestones

The below payment milestones shall be followed throughout the implementation and will be invoiced on a per-
Software module basis.

<table>
<thead>
<tr>
<th>Payment Milestones</th>
<th>Percent of Contract Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milestone 1: Contract Signing</td>
<td>100% of Software Licenses</td>
</tr>
<tr>
<td>• Acceptance Criteria: Execution of Contractual Agreement</td>
<td></td>
</tr>
<tr>
<td>Milestone 2: Project Design Review</td>
<td>25% of Services and Expenses</td>
</tr>
<tr>
<td>• Acceptance Criteria: Delivery of draft Project Design Document</td>
<td></td>
</tr>
<tr>
<td>Milestone 3: Software Installation</td>
<td>25% of Services and Expenses</td>
</tr>
<tr>
<td>• Acceptance Criteria: Installation of Software/Viewpoint Gateway in RTC’s test environment</td>
<td></td>
</tr>
<tr>
<td>Milestone 4: Training</td>
<td>25% of Services and Expenses</td>
</tr>
<tr>
<td>• Acceptance Criteria: Completion of on-site Training sessions</td>
<td></td>
</tr>
<tr>
<td>Milestone 5: Acceptance Testing</td>
<td>25% of Services and Expenses</td>
</tr>
<tr>
<td>• Acceptance Criteria: Resolution of Critical and Major defects</td>
<td></td>
</tr>
</tbody>
</table>

8.3 Time and Material Rates

If required, all customization development services for ViewPoint provided by Trapeze will be based on a time
and materials approach. All customization development services will be invoiced monthly in accordance with the
following time and material billing rates. Expenses (if necessary) will be invoiced on a monthly basis as incurred.

<table>
<thead>
<tr>
<th>Role</th>
<th>Remote Hourly Rate</th>
<th>On-Site Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development</td>
<td>$231.25</td>
<td>$256.25</td>
</tr>
<tr>
<td>Technical Product Specialist</td>
<td>$218.75</td>
<td>$243.75</td>
</tr>
<tr>
<td>Project Management</td>
<td>$231.25</td>
<td>$256.25</td>
</tr>
</tbody>
</table>

9 Project Assumptions

General
1. RTC is responsible for the purchase and installation of any required server and workstation hardware and software (servers shall be preconfigured to Trapeze’s specifications).

2. The Software will be implemented “off the shelf” and will provide functionality as described in the most current Software literature.

3. Any services or requests that are outside the scope of this implementation will need to be addressed through a change order.

4. Any integration with third party Software or systems will be the responsibility of RTC.

5. Expenses assume a minimum of two weeks’ notice is provided by RTC to Trapeze in advance of any on-site trip being scheduled.
   a. Expenses are subject to additional charges if sufficient notice is not provided.

6. All documentation and execution of test cases will be the responsibility of RTC.

7. A system administrator will be available for all configuration, installation, testing and deployment activities.

8. PASS is required to be on version 16 (or higher).

9. Pricing assumes a parallel implementation of all projects in order to take advantage of project efficiencies. If products are requested to be implemented separately, additional costs will apply.


**ViewPoint**

11. Any specific reports or KPIs not included in the standard out of the box Software will be the responsibility of RTC. Any additional reports or KPIs required, but not included in the standard offering, need to be addressed through a change order.

12. ViewPoint subscription includes:
   a. Up to one (1) year of Viewpoint subscription, maintenance costs, and cloud infrastructure (no further maintenance and upgrade cost required for the on-premises environments)
   b. Three (3) power users; unlimited consumer users
      i. The power user is able to interpret a pre-built data model provided by ViewPoint. S/He understands how measures work and has a good understanding of relationships and the impact of handling data. Trapeze will provide the power user with necessary training to work with the pre-built data model, as well as the tools necessary to import additional data sets.
      ii. The consumer user uses the ViewPoint service to consume reports. This user will have a specific information need and will not have a knowledge requirement to deep dive in data model details. This user will require a brief introduction to the basics of the ViewPoint service.
c. Out-of-the-box PASS data model and reports

d. One (1) year contract payable at the beginning of the first year starting the day RTC has access to the Trapeze ViewPoint cloud tenant environment

e. Cloud based architecture

f. Up to eighty (80) GB of data modeling (not database size, but actual data loaded)

**DriverMate**

13. RTC is responsible for the purchase and maintenance of wireless data plans from a public wireless carrier (1GB per vehicle, per month: pooled plan)

14. RTC is responsible for the purchase, installation and mounting of Android tablet devices.

   a. Only tablet devices that have been pre-approved by Trapeze shall be purchased.

**TripBroker API**

15. RTC will leverage their own development staff (or the providers / partners) to interface to the standard TripBroker APIs as necessary.

16. Trapeze has included up to forty (40) hours of developer support for the provider / partner to assist with any questions that arise from interfacing to the Trapeze API.

17. No custom reports are provided or available in the standard TripBroker Software.

18. Pricing includes licenses and services to implement the Trip Broker API Software with one (1) providers / partners (UZERV).

19. Once on warranty, RTC will have unlimited access to recorded training videos and online sessions provided through Trapeze Collaborate, as described in Trapeze’s maintenance program documentation.

20. For the Trip Broker license, Trapeze can request one (1) audit per year of the brokered trips. In the event a license increase will be required, and RTC already exceeded the 15% overage allowance, Trapeze will agree not to collect back maintenance and use the agreed upon audit date for the license and maintenance increase. The increased license and maintenance costs will be calculated using the audit date from when the overage is acknowledged.
10 APPENDIX A – PRODUCT FUNCTIONALITY

10.1 DRIVERMATE

10.1.1 Trapeze PASS DriverMate for Android

Trapeze DriverMate is an affordable, easy to deploy alternative to demand response mobile computing. It uses handheld Android smartphones and tablets such as the Samsung Galaxy or the Motorola Xoom to connect vehicles, the dispatch center and the ‘back office’ in real-time. With DriverMate you get the overall same functionality as with MDC’s, but without the pricey or potentially lengthy implementation.

Designed to be flexible and simple, it helps agencies who are looking to control costs, improve productivity and provide better service to their passengers. This turn-key solution can help paratransit operators achieve measurable goals, such as same-day bookings, fewer denials, improved on-time performance and an overall increase in passenger trips per hour.

DriverMate integrates mobile, communication and enterprise technologies to enable instant, on-the-fly decision making, as well as long-range planning. Rapid deployment and immediate results ensure a smooth transition and quick time to value.

1.1.1.1 The Key Benefits of PASS DriverMate

- Affordable, Quick Time to Value
- Increased Efficiency
- Streamlined Processes
10.1.2 Trapeze PASS DriverMate: Key Benefits and Features

Affordable, Quick Time to Value. Savings associated with productivity improvements gained through mobile computing solutions often pay for the projects within three to five years. Some demand response operators have realized overall productivity gains of 5–10 percent or more.

Increased Efficiency. The system has the potential to significantly improve passengers per hour ratio and can reduce dispatcher/driver radio traffic by as much as 80 percent.

Streamlined Processes. The system lets agencies redeploy their resources by eliminating the need for manual data entry and paperwork. It minimizes the risk of human error with automated trip planning for operators. The system leads to better on-time performance rates and reduced or eliminated service denials.

10.1.3 Trapeze PASS DriverMate: Feature Description

The Trapeze mobile computing solution proposed for this project consists of two main components: enhancements to the existing Trapeze PASS dispatching and addition of AVL monitoring (desktop product), and the mobile unit application which resides on the in-vehicle unit (in-vehicle application). These two components are discussed below.
10.1.3.1 Dispatch Center Application (PASS-MON)

Applications for the desktop enhance the current Trapeze PASS dispatch system by providing tools that enable wireless data communication between drivers and dispatchers. PASS-MON provides two-way data messaging capabilities and GPS data communication to provide ‘real-time’ vehicle positioning and schedule adherence information. More specifically, the product adds three components to the existing dispatch functionality.

10.1.3.2 DriverMate Server

This application integrates the PASS scheduling and dispatching software with Mobile Computing Units, enabling communication via a public or private data network that employs the TCP/IP communications standard. Integrated with the Trapeze dispatch system, this component enables:

- Trip, AVL and odometer data exchange between the back-office and the mobile computer
- Configuration of how many trips a driver is able to see based on number of trips or time period
- Configuration of how often AVL data is received
- Notification when a driver has arrived early or late for a pickup
- Additional configuration parameters to control performance
- Logging of data exchanged for troubleshooting

10.1.4 DriverMate Dispatch Functionality

The following DriverMate dispatch features and functionality are enabled:

<table>
<thead>
<tr>
<th>Dispatch to Mobile Data Computer</th>
<th>Mobile Data Computer to Dispatch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electronic Manifest</td>
<td>Arrive/Perform Status and Times</td>
</tr>
<tr>
<td>Automatic Dispatch of Add-ons</td>
<td>Driver Cancel or No-Show Request</td>
</tr>
<tr>
<td>Automatic Dispatch of Cancels/ No-shows</td>
<td>Fare Collected</td>
</tr>
<tr>
<td>Dispatch of Event Modifications</td>
<td>Updated Passenger Information</td>
</tr>
<tr>
<td>Two-Way Text Messaging</td>
<td>Odometer Entries</td>
</tr>
</tbody>
</table>
10.1.5 DriverMate Center

The DriverMate Center facilitates two-way communications between the dispatcher and drivers. More importantly, this includes notification of exceptions such as no-shows and early/late trip arrivals. Among the types of messages received are:

- Vehicle Emergency
- Schedule Adherence (Trip Early / Trip Late)
- Canned or freeform Text Messages
- Driver Log-On /Log-Off
- System Messages and Alerts
- No-show and Cancel Request

Message can be color coded by type. An audio alert can also be associated with selected message types for priority exceptions.

Actions available to the dispatcher

- Send a text message
- Manually log vehicles on/off
- Filter messages by Vehicle or Run Group
- View message histories
- Cancel or No Show a trip that a driver has requested a Cancel or No Show for
- View Client Info screen
- Jump to Run Itinerary
- Jump to Client Itinerary

10.1.6 Schedule Editor

DriverMate Dispatch features in Schedule Editor enables automatic entries of real time performance data including Actual Arrive Time, Actual Depart Time, Odometer, and Fare Collected. The real-time data provides timely notification of possible Schedule Adherence violations.

10.1.7 Text Messaging Dialogue

The “Send Message” feature can be accessed from the Workstation or the DriverMate Center. Messages can be sent to one or multiple vehicles.

Dispatchers can choose from a predefined list of canned messages that can be customize and changed at any time. Dispatchers can compose a message from scratch or combine a canned message with their own.
10.1.8 AVL Agent

The AVL Agent improves system scalability by allowing processing of AVL data to be handled separately from other data received from the mobile data computer. In addition, this server component adds a new real-time function to scheduling:

- The Trapeze PASS Schedule Server recognizes the vehicle’s last known location. Currently, the Schedule Server does not consider “in-transit” location reported by AVL information when offering solutions.
- Same day solutions would be based upon current vehicle location rather than geocoded events. This also makes it easier to “find” a vehicle in a certain area, especially during vehicle slack times when the exact whereabouts of a vehicle may not be known.
10.1.9 Vehicle Location Monitor

The Vehicle Location Monitor supports the integration of the ‘real-time’ GPS information with the PASS scheduling software, providing up-to-the-minute information about driver runs and vehicle locations. Dispatchers can use the Monitor screen to:

- View the location of any vehicle on the system map in real time.
- View speed and direction associated with AVL data (if data is available from provider).
- Check the status of a vehicle in relation to future trips.
- View the itinerary of a run based on a user defined time span.
- Monitor the schedule adherence of a vehicle/run.
- View multiple vehicles/runs at any one time.
- Review historical AVL data.
- Produce a turn list and send to an MDT.
- Set properties to customize the appearance of the monitor screen and GIS.
10.1.10 PASS DriverMate for Drivers

The Trapeze PASS DriverMate for drivers is designed to run on the tablet computers or smartphones included in our pricing. The application performs several key real-time functions to increase overall dispatch and passenger transport efficiency, safety and effectiveness:

- As an electronic manifest for drivers;
- As a voiceless communications tool between drivers and dispatchers;
- As a security tool by interfacing with alarms to alert dispatch and by AVL monitoring; and,
- As an automatic data transmission device, transferring information such as trip arrival times, GPS coordinates and vehicle systems status back to the Trapeze system.

Easier Transition for Drivers

Since the application is developed by Trapeze, the manifest data – for example, passenger, space and fare type designations - is displayed exactly as you have customized within the Trapeze Workstation. Simple graphic icons provide one-touch access to different screens or perform actions. This plus the ability to create a “Training Manifest” that operates stand-alone makes it easier to train the drivers for a smoother transition to a paperless manifest environment.
Customizable Interface

Developed in XML, the application’s user interface can be customized to accommodate your requirements. For example, if passengers’ telephone numbers do not need to be displayed on manifest, the system can be configured to not show this information.

Actions available to the driver

The basic driver functionality of this application is scalable and includes:

- Driver log-in/log-off
- Manifest display
- Trip Arrive and Perform
- Fare collected
- Trip Cancel request
- Passenger No-Show request
- Receive text messages from Dispatch
- Canned text messaging to Dispatch

PASS DriverMate also includes these advanced driver action functions:

- Group Arrive and Perform
- Fare type changes
- Add-on of additional passenger at pickup
- Free text messaging to Dispatch
- Request Next Day’s Run

10.1.11 Manifest Display

The same elements displayed on your existing paper manifest can be displayed in PASS DriverMate. The number of lines of events viewed at one time can be customized to your specifications. The elements displayed can include items such as:

- Client Name
- Client Code
- Number of Passengers
- Street Address
- Address (Location) Comment
- Phone Number
10.1.12 Navigational Mapping

Accessing the Navigational Map

On the manifest screen, the user is able to select the event you want to view on the map and easily tap the Map icon. The map appears together with a turn list describing the route to the event location. The red arrow pinpoints the direction of the location where the client is to be picked up or dropped off. The turn list on the right section of the screen provides instructions on where to turn on the route starting from where the vehicle is located to the destination point.
Using the Map

PASS DriverMate allows you to view a map of the geographic service area provided by the agency. With the map, you can zoom to the location of a specific event (e.g., the address of a client in your itinerary for pick-up). Also, the navigation functionality features a dynamic toolbar which allows the driver to manipulate different zoom functions, a toggling between split screen or full view for mapping and turn list directions when the vehicle is stationary.

Configuration Options

- Pop-up Notification – Configure pop-up notifications for add-on trips, trip modifications, cancellations and mail messages.
- Audio Notification – Configure audio notifications for add-on trips, trip modifications, cancellations and mail messages.
- No-Show Timer – PASS DriverMate can be configured with a timer so that after “arriving” at a pickup, it does not allow a driver to request a No-Show until the timer has expired.
- Odometer – Odometer entry can be configured to be required at logon only or for every event. This can be interfaced with a vehicle’s odometer and the readings can be automatically entered into Trapeze.
- Driver Training Manifests (Emulation Mode) – Create and set up a stand-alone training manifest that operates in PASS DriverMate. This negates the need for a Trapeze-trained personnel to assist in setting up training for the drivers. Drivers and driver trainers can have hands-on practice using PASS DriverMate whenever and as often as required.
- Over-the-air upgrades – Any PASS DriverMate software updates to your fleet are easy to make with our over-the-air upgrade process. There’s no need to physically board each vehicle to make updates, saving time and resources.

Trapeze XGate Server

The XGate Server transmits the data between each instance of the PASS DriverMate application and the Trapeze MDT Server (part of PASS-MON), connecting using a wireless networking.

10.1.13 Mobile Computing Using GPRS for DRTS Systems

10.1.13.1 Introduction

The communication concept is that the Mobile Data Computing device (MDT or MDC) always initiates a connection to get the information from the Trapeze System versus the Trapeze System trying to reach the MDT. This “pull” model is more robust in an environment where a physical communication channel is not reliable (i.e. broken connections are frequent). It is also much easier to implement and troubleshoot. This mode is widely used in the internet world: all desktop and mobile browsers initiate requests to a server. These units (clients) do not listen for incoming requests.
10.1.13.2 Delivery Times

The MDT sends/receives data (i.e. Arrival/Perform Times, GPS information, etc.) to/from the Trapeze System at a user defined time interval or when the driver hits a command button that requires information exchange. On the other hand, the Trapeze System queues data that needs sending to the MDT unit. This information stays in the queue until the MDT initiates the timed connection request.

10.1.13.3 Design

The diagram below is an overall view of the system. The center piece, Trapeze XGate Server, works as a buffer between the MDT’s and the Trapeze MDT server. It is a host that serves information to the clients upon request (The MDT server and MDT’s act as clients).

![Diagram of system architecture]

10.1.14 MDT’s and MDT Server

Since the MDT’s and the MDT Server are “true clients”, calls are made to the XGate Server to send/receive messages. The MDT server can be installed anywhere on the Network as long as it can reach the XGate Server and communicate with the Trapeze Database and Scheduling Server. The recommended deployment is to have the XGate Server installed on the machine that is reachable from the Internet (external network) and the MDT Server installed behind the firewall.

10.1.15 MDT Server Setup Details

- Database connectivity IS required. System Data Source Names needs to be created to reach the Trapeze Databases.
A mapped network drive letter that is consistent with the Trapeze Workstation installation. For example, all Trapeze Workstations may be mapped to “T”. The Trapeze MDT Server then requires the same mapping.

Specify XGate Server Host address and port number

10.1.16 Installation and Android Tablets

RTC will be responsible for the in-vehicle installation. All mounting equipment, cabling, tablets and cellular plans will be the responsibility of RTC.

Trapeze will install the XGate and XMM communications middleware and mobile device management applications.

10.1.17 Server Setup

As part of the installation, RTC will be required to set up an additional MDT Server as well as an XGate/XMM Server, in order to run a mixed fleet of devices during the pilot. It is the responsibility of RTC to configure these servers according to Trapeze specifications, which will be determined during the Design Review. Licensee will also be responsible for configuring their firewall to allow for two-way communication between DriverMate and PASS.

The following hardware specifications represent the recommended server specs for the two aforementioned servers:

- Server operating system preference: Windows Server 2016
- Physical server (HP ProLiant DL360 G10, Dell PowerEdge R640 or similar)
  - Single Intel Xeon Silver 4410 2.1GHz processor or greater
  - 16GB memory
  - Two 300GB Hard Drives (configured in RAID 1 array)
  - Single 1Gb Ethernet port
  - CD/DVD-ROM
  - Dual power supply (recommended)
  - Three-year 24x7, 4 hour response, on-site maintenance/warranty (recommended)
- Virtual server (running in VMware vSphere 5.5 or higher):
  - Two virtual processors (vCPU)
  - 16GB memory
  - Single 1Gb Ethernet port
10.2 **VIEWPOINT**

ViewPoint is a cloud and web-based platform business intelligence (BI) solution that provides transit managers with real-time and historical information to proactively support the day-to-day decisions that lead to improved transit operations. (as well as predictive).

ViewPoint is designed to visualize key service metrics in multi-functional dashboards. Threshold and alert functionalities allow managers to be notified, via the dashboard, email or SMS, of any risk to service delivery based on the limits defined by the user.

By using the Microsoft stack, including Power BI, Viewpoint helps transit agencies achieve insight, by securely integrating data from many sources and bringing a 360 view of transit agency’s operations, metrics, and planning.

**Key features:**

- Faster time to value: Pre-built Key Performance Indicators (KPI) used to track and trend metrics in real-time
- Proactive/Real-time notifications that a KPI will be negatively impacted ahead of time enabling transit operations personnel to prevent service and operational disruptions
- Pre-built reports used to collect and present data for analysis, such as trip details
- Role-based configuration of alerts and notifications alerts
- Fully customizable, multi-functional and integrated dashboards
- Self-service analytics to help democratize data while keeping data secure
- Trusted and consistent data focus, helps you bring a single version of the truth across your business
- Integrate data easily from trapeze and non-trapeze data sources

10.2.1 **KPIs and Reports**

**Stock KPIs/Reports**

In addition to the ViewPoint Software, the ViewPoint product also includes a series of stock KPIs and reports for the PASS module.

**KPIs (Key Performance Indicators)**

- Used to track a metric, such as OTP or productivity, etc. over a defined period of time.
- KPIs can be automatically monitored by Viewpoint, as well as, configured to send out alerts to mobile phones, or emails, should a set threshold be passed. For example, send an email if OTP falls below 80%.
- Many of the KPIs can be used in real-time, (i.e. list of all trips running late right now, pullouts that are running late, late lunches etc.) intended to help dispatchers be proactive and solve problems before they happen.
Reports

- Reports can be created to display a desired set or aggregation of information stored in the source database. There are two reporting tools included in Viewpoint, a simple Ad-hoc query tool meant for end users to generate simpler and advanced reports directly.

- Filters/Parameters/Charts can be created to visualize the data.

Dashboards

- Can be designed to visualize information for the end user, or user groups.

- For example, dashboards can be created to support user groups based on position, such as an Executive dashboard, or by user role, such as a Dispatch dashboard.

Real time and Historical

- Viewpoint includes stock KPIs and reports geared for either real-time and / or for historical purposes.
ATTACHMENT B - PRICE AND PAYMENT MILESTONES

PROJECT BUDGET

The not-to-exceed project budget for supply and implementation of the application is $256,721.00 (two hundred fifty-six thousand, seven hundred twenty-one dollars). Year 1 subscription and maintenance fees shall not exceed $67,126.00 (sixty-seven thousand, one hundred twenty-six dollars).

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>ViewPoint (PASS)</th>
<th>DriverMate</th>
<th>TripBroker API</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Software Licenses</td>
<td>-</td>
<td>$36,708</td>
<td>$40,000</td>
<td>$76,708</td>
</tr>
<tr>
<td>2</td>
<td>One-time Setup</td>
<td>$10,000</td>
<td>-</td>
<td>-</td>
<td>$10,000</td>
</tr>
<tr>
<td>3</td>
<td>Implementation Services</td>
<td>$50,570</td>
<td>$60,499</td>
<td>$49,194</td>
<td>$160,263</td>
</tr>
<tr>
<td>4</td>
<td>Expenses</td>
<td>-</td>
<td>$9,200</td>
<td>$550</td>
<td>$9,750</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$60,570</strong></td>
<td><strong>$106,407</strong></td>
<td><strong>$89,744</strong></td>
<td><strong>$256,721</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>ViewPoint (PASS)</th>
<th>DriverMate</th>
<th>TripBroker API</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>90 Day Warranty</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>2</td>
<td>Year 1 Subscription</td>
<td>$51,784</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>3</td>
<td>Year 1 Maintenance</td>
<td>-</td>
<td>$7,342</td>
<td>$8,000</td>
</tr>
</tbody>
</table>

PAYMENT MILESTONES

The below payment milestones shall be followed throughout the implementation and will be invoiced on a per-Software module basis.

<table>
<thead>
<tr>
<th>Payment Milestones</th>
<th>Percent of Contract Value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Milestone 1:</strong> Contract Signing</td>
<td>100% of Software Licenses</td>
</tr>
<tr>
<td>• Acceptance Criteria: Execution of Contractual Agreement</td>
<td></td>
</tr>
<tr>
<td><strong>Milestone 2:</strong> Project Design Review</td>
<td>25% of Services and Expenses</td>
</tr>
<tr>
<td>• Acceptance Criteria: Delivery of draft Project Design Document</td>
<td></td>
</tr>
<tr>
<td><strong>Milestone 3:</strong> Software Installation</td>
<td>25% of Services and Expenses</td>
</tr>
<tr>
<td>• Acceptance Criteria: Installation of Software/Viewpoint Gateway in RTC’s test environment</td>
<td></td>
</tr>
<tr>
<td><strong>Milestone 4:</strong> Training</td>
<td>25% of Services and Expenses</td>
</tr>
<tr>
<td>• Acceptance Criteria: Completion of on-site Training sessions</td>
<td></td>
</tr>
<tr>
<td><strong>Milestone 5:</strong> Acceptance Testing</td>
<td>25% of Services and Expenses</td>
</tr>
<tr>
<td>• Acceptance Criteria: Resolution of Critical and Major defects</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT C - DELIVERABLES

1. DriverMate
   a. 20 vehicles
2. Viewpoint
   a. PASS
3. TripBroker API
   a. 1 provider (UZURV)
ATTACHMENT E - SAMPLE ESCROW AGREEMENT

NOT USED
ATTACHMENT F PROJECT SCHEDULE

(to be inserted after award)
ATTACHMENT G

SERVICE STANDARD FOR MAINTENANCE OF TRAPEZE SOFTWARE

TRAPEZE will use reasonable efforts to correct any Software deficiency or performance anomaly the within the time frames established below in order to cause the Software to meet the functional and performance criteria set out in the Documentation for the Software in effect at the time of this Agreement. Unless provided otherwise in this maintenance and support schedule, TRAPEZE will respond to a trouble report of a Software deficiency or performance anomaly in accordance with the severity/priority level reasonably determined by the Licensee and communicated to TRAPEZE, based on the following definitions:

<table>
<thead>
<tr>
<th>PRIORITY LEVEL</th>
<th>CONDITION</th>
<th>RESPONSE TIME (GOAL)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority 1</td>
<td>An error or performance anomaly that renders Software inoperable in a production environment, resulting in the inability to utilize critical system components.</td>
<td>During normal business hours – Immediately</td>
</tr>
<tr>
<td></td>
<td></td>
<td>After Hours - Within 1 hour</td>
</tr>
<tr>
<td>Priority 2</td>
<td>An error or performance anomaly with Software resulting in major inconvenience for users in the production environment or the public.</td>
<td>Within 2 business hours</td>
</tr>
<tr>
<td>Priority 3</td>
<td>Software issues where the system is functioning but causing minor or short term inconvenience for specific users with critical positions using the production environment.</td>
<td>Within 1 business day</td>
</tr>
<tr>
<td>Priority 4</td>
<td>General questions; Software issues resulting in minor inconvenience for non-critical positions using the production environment or testing using a test environment. Includes; Hardware Support (RMA requests)</td>
<td>Within 2 business days</td>
</tr>
</tbody>
</table>

- **Incident** is an unplanned interruption to the system or a material reduction in the quality of the system.
- **Response** is when a Customer Care Representative responds to an incident to begin investigation of the reported issue.
- **Resolution** is the point at which the incident is resolved (or work around provided) and the application function is returned to a usable and available state. The system interruption has been restored.
**Escalation Management Matrix**

TRAPEZE strives to provide exceptional customer support services. If this level of service is not experienced, it is important for our customers to have the ability to escalate their concerns so appropriate actions can be taken.

All support issues are logged to ensure that all required details can be recorded and allow the customer care PASS-WEB AND PASS MOBILE APPLICATIONS to attempt to resolve the issue within the service level objectives.

**First Level Escalation Point**
- Customer Success Manager or comparable role

If you are concerned that your issue is not being progressed in a satisfactory manner, please refer this to the Customer Success Manager.

**Second Level Escalation Point**
- Product Line Manager or comparable role

If you feel your escalation is not being handled at 1st Level escalation, please refer this to the Product Line Manager.

**Third Level Escalation Point**
- Customer Care Manager or comparable role

If you feel your escalation is not being handled at 2nd Level escalation, please refer this to the Customer Care Manager.

**Fourth Level Escalation Point**
- Head of Customer Care or comparable role

If you feel your escalation is not being handled at 3rd Level escalation, please refer this to the Head of Customer Care.
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: APPROVE PURCHASE ORDER

PETITIONER: TINA QUIGLEY, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE THE RATIFICATION OF THE PURCHASE ORDER FOR PROJECT NO. 20-022, FOR ANNUAL HARDWARE AND SOFTWARE MAINTENANCE, TO MOTOROLA SOLUTIONS INC. IN THE NOT-TO-EXCEED AMOUNT OF $98,088.00, PURSUANT TO NEVADA REVISED STATUTE 332.115.1 (A), AND AUTHORIZE STAFF TO ISSUE A PURCHASE ORDER (FOR POSSIBLE ACTION)

GOAL: SECURE FUNDING FOR EXPANSION, OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES

FISCAL IMPACT:
Funds in the amount of $98,088.00 are budgeted and available in the Transit Fund for Fiscal Year 2020.

BACKGROUND:
The Regional Transportation Commission of Southern Nevada’s (RTC) Information Technology (IT) staff requests approval to issue a purchase order in the not-to-exceed amount of $98,088.00 to Motorola Solutions Inc. to provide maintenance support for the RTC’s Motorola on-board radio communication systems software and supporting hardware for the period from August 1, 2019 through July 31, 2020. Motorola Solutions, Inc. is the only company that can provide maintenance support for its software and hardware.

Nevada Revised Statute 332.115.1(a) specifies that items which may only be contracted from a sole source are exempt from competitive bidding requirements.

Staff recommends approval.

Respectfully submitted,

TINA QUIGLEY
Chief Executive Officer

RTC Item #41
October 10, 2019
Consent
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

<table>
<thead>
<tr>
<th>Metropolitan Planning Organization</th>
<th>Transit</th>
<th>Administration and Finance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SUBJECT:</strong> DISADVANTAGED BUSINESS ENTERPRISE GOAL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| **PETITIONER:** TINA QUIGLEY, CHIEF EXECUTIVE OFFICER  
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA |         |                           |
| **RECOMMENDATION BY PETITIONER:**  
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC)  
APPROVE THE DISADVANTAGED BUSINESS ENTERPRISE GOAL FOR FEDERAL FISCAL YEARS 2020-2022, AND APPROVE, ADOPT AND AUTHORIZE THE CHAIRMAN TO SIGN RESOLUTION NO. 574 FOR THE DISADVANTAGED BUSINESS ENTERPRISE GOAL FOR FEDERAL FISCAL YEARS 2020-2022 (FOR POSSIBLE ACTION) |         |                           |
| **GOAL:** ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM |         |                           |

FISCAL IMPACT:

None

BACKGROUND:

The Regional Transportation Commission of Southern Nevada (RTC) contracts with an outside consultant to perform an analysis to determine its annual Disadvantaged Business Enterprise (DBE) goal. The goal is based on the provisions set forth in Title 49 of the Code of Federal Regulations, Part 26. The RTC’s proposed DBE goal for federally assisted contracts for federal fiscal years 2020-2022 is 11.2 percent. A stakeholder outreach meeting was held on July 26, 2019. There were approximately 50 people in attendance. No comments were received.

The RTC continues to make every effort to improve the opportunities for DBEs to participate in RTC projects and services.

Staff recommends approval.

Respectfully submitted,

TINA QUIGLEY  
Chief Executive Officer

RTC Item #42  
October 10, 2019  
Consent
RESOLUTION NO. 574
ADOPTING A DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL
FOR FEDERAL FISCAL YEARS 2020-2022

WHEREAS, it has been decreed by the U.S. Federal Government that recipients of the U.S. Department of Transportation financial assistance shall take all the necessary and reasonable steps to carry out provisions of Disadvantaged Business Enterprise Programs delineated in Title 49 of the Code of Federal Regulations, Part 26; and

WHEREAS, the Regional Transportation Commission of Southern Nevada is a primary recipient of United States Department of Transportation financial assistance; and

WHEREAS, the Regional Transportation Commission of Southern Nevada provides transportation services including metropolitan planning, approval and funding of major arterial and highway construction; and county-wide public mass transit, and performs some portion of activity with United States Department of Transportation financial assistance.

NOW, THEREFORE BE IT RESOLVED that the Regional Transportation Commission of Southern Nevada adopts a:

Disadvantaged Business Enterprise (DBE) Fiscal Years 2020-2022 goal of 11.2 percent in accordance with Title 49 of the Code of Federal Regulations, Part 26, designed to ensure that no person benefiting from United States Department of Transportation financial assistance shall be excluded from participation in, denied the benefits of, or otherwise discriminated against, in connection with the award and performance of any contract on the basis of race, color, national origin, sex, or socio-economic background; and

BE IT FURTHER RESOLVED that the Regional Transportation Commission of Southern Nevada seeks to ensure nondiscrimination in the award and administration of the United States Department of Transportation assisted contracts.

PASSED, ADOPTED AND APPROVED this 10th day of October, 2019.

REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA

Attest:

______________________________
LAWRENCE L. BROWN III
Chairman

______________________________
MARIN DUBOIS
Management Analyst
REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA
OVERALL DBE GOAL
FFY 2020 - 2022
Regional Transportation Commission

Regional Transportation Commission of Southern Nevada

OVERALL DBE GOAL
FFY 2020 - 2022

Sponsor: Regional Transportation Commission of Southern Nevada

Name of Preparer: Tonita Brown

Tel. Number: (702) 676-1507

Goal Period: From: October 1, 2019
Thru: September 30, 2022

FFY 2020 - 2022 Overall DBE Goal for Federally-Assisted Projects: 11.2%

Race-Neutral Goal: 9.4%

Race-Conscious Goal: 1.8%
DBE GOAL METHODOLOGY

In accordance with 49 CFR part 26.45, the overall goal period for the Regional Transportation Commission of Southern Nevada ("RTC") Disadvantaged Business Enterprise Program for federally assisted projects is established every three years. The DBE goal period for the three-year period covered in this report will begin on October 1, 2019 and end on September 30, 2022. The Overall Goal for the three-year period has been set at 11.2% of the Federal financial assistance to be expended in DOT-assisted contracts during the time period covered. Federal funding for projects is anticipated to be approximately $49.1 million during the period. The methodology for setting the overall goal is described below.

The relevant geographic market for contractors for RTC projects has been defined as the State of Nevada in accordance with the RTC portion of the 2017 Nevada Transportation Consortium Disparity Study (the "Disparity Study" or the "Study") that was conducted between 2015 and 2017.

The methodology for setting the overall goal is as follows.

49 CFR Part 26, Section 26.45(b) states as follows:

Your overall goal must be based on demonstrable evidence of the availability of ready, willing and able DBEs relative to all businesses ready, willing and able to participate on your DOT-assisted contracts (hereafter, the "relative availability of DBEs"). The goal must reflect your determination of the level of DBE participation you would expect absent the effects of discrimination. You cannot simply rely on either the 10 percent national goal, your previous overall goal or past DBE participation rates in your program without reference to the relative availability of DBEs in your market.

49 CFR Part 26, Section 26.45 further provides for a two-step process, consisting of:

Step 1 - Determine a Base Figure representing the Relative Availability of DBEs

and

Step 2 - Examine data to determine what adjustment, if any, is needed to the Base Figure
The regulation provides the following examples of potential approaches for accomplishing Step 1, determining the base figure, as follows:

1. Use DBE Directories and Census Bureau Data. Determine the number of ready, willing and able DBEs in your market from your DBE directory. Using the Census Bureau's County Business Pattern (CBP) database, determine the number of all ready, willing and able businesses available in your market that perform work in the same NAICS codes.

2. Use a bidders list. Determine the number of DBEs that have bid or quoted on your DOT-assisted prime contracts or subcontracts in the previous year. Determine the number of all businesses that have bid or quoted on prime or subcontracts in the same time period. Divide the number of DBE bidders and quoters by the number for all businesses to derive a base figure for the relative availability of DBEs in your market.

3. Use data from a disparity study. Use a percentage figure derived from data in a valid, applicable disparity study.

4. Use the goal of another DOT recipient. If another DOT recipient in the same, or substantially similar, market has set an overall goal in compliance with this rule, you may use that goal as a base figure for your goal.

5. Alternative methods. Subject to the approval of the DOT operating administration, you may use other methods to determine a base figure for your overall goal. Any methodology you choose must be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in your market.

The 2017 Nevada Transportation Consortium Disparity Study included RTC as well as RTC of Washoe County, the Reno-Tahoe Airport Authority, and McCarran International Airport. The RTC portion of the Study evaluated construction, goods and services, and support contracts awarded by RTC between October 1, 2010 and September 30, 2014. Results for RTC portion of the study were finalized in early 2019. The study looked back at contracts awarded during the study period rather than forward at upcoming contracts, therefore we have utilized the availability by trade as determined by the Disparity Study for projects planned between FFY 2020 and 2022 and utilized the Directory/Census methodology (Methodology number 1 above) for those trades not included in the study.
Step 1 - Determine a Base Figure representing the Relative Availability of DBEs.

The base figure for the relative availability of DBEs has been determined by reviewing the trades to be utilized for FFY 2020 - 2022 anticipated projects, using the availability calculated for each specific trade during the Disparity Study or determining the relative availability by dividing the number of DBEs found in the NUCP directory by the total number of firms from the U.S. Census County Business Patterns database for those trades not included in the Study and then weighting the DBE availability by the anticipated trades.

RTC 2020 - 2022 Projects

Projects currently planned for award during fiscal years 2020 through 2022 are as follows:

1. Fixed Route Scheduling Software
2. IBMF CNG Detection
3. IBMF Steril Koni Earth Lifts
4. Safety and Security Improvements
5. SMF Bus Wash (2020)
6. SMF Bus Wash (2021)
7. GM Bus Shelters (2020)
8. GM Bus Shelters (2021)
9. GM Bus Shelters (2022)
10. Slimline Bus Shelters (2020)
11. Slimline Bus Shelters (2021)
12. Slimline Bus Shelters (2022)
13. Standalone Lighting
15. Bollard Install (2021)
16. MAX Bus Stop Project
17. BTC HVAC Replacement
18. Oil Water Separator
19. SMF/IBMF CNG Infrastructure Improvements
20. SMF HVAC Replacement
21. Bus Radios
22. Replacement Camera System

The trade classifications expected to be utilized for the anticipated projects are as follows:
# Regional Transportation Commission

## FFY 2020 – 2022 DBE GOAL

<table>
<thead>
<tr>
<th>Project</th>
<th>Trade Classification</th>
<th>NAICS</th>
<th>Trade $ (FTA Funds)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Route Scheduling Software</td>
<td>Software</td>
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<td>$9,600,000</td>
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<td><strong>Total Project</strong></td>
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<td><strong>$9,600,000</strong></td>
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<tr>
<td>IBMF CNG Detection</td>
<td>Commercial and Institutional Building Construction</td>
<td>236220</td>
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<tr>
<td>IBMF Steril Koni Earth Lifts</td>
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<tr>
<td><strong>Total Project</strong></td>
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<td></td>
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<tr>
<td>Safety and Security Improvements</td>
<td>Electrical Contractors and Other Wiring Installation (in Contractors)</td>
<td>238210</td>
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<td><strong>Total Project</strong></td>
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<td>SMF Bus Wash (2020)</td>
<td>Commercial and Institutional Building Construction</td>
<td>236220</td>
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<td>GM Bus Shelters (2020)</td>
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<th>Trade $ (FTA Funds)</th>
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<td>GM Bus Shelters (2022)</td>
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<td>Construction</td>
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<td>Construction</td>
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<td></td>
<td>Prefabricated Shelters</td>
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<td>Electrical Contractors</td>
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<td>561990</td>
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<td></td>
<td>Concrete</td>
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<td>Traffic Control</td>
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<td>$40,000</td>
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<tr>
<td>Total Project</td>
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<td></td>
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<tr>
<td>Bollard Install (2021)</td>
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<tr>
<td></td>
<td>Construction</td>
<td></td>
<td></td>
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<td></td>
<td>Concrete</td>
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<td>$80,000</td>
</tr>
<tr>
<td></td>
<td>Grading</td>
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<tr>
<td></td>
<td>Specialized Equipment</td>
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<td>$80,000</td>
</tr>
<tr>
<td></td>
<td>Traffic Control</td>
<td>561990</td>
<td>$40,000</td>
</tr>
<tr>
<td>Total Project</td>
<td></td>
<td></td>
<td>$400,000</td>
</tr>
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</table>
## Regional Transportation Commission
### FFY 2020 – 2022 DBE GOAL

<table>
<thead>
<tr>
<th>Project</th>
<th>Trade Classification</th>
<th>NAICS</th>
<th>Trade $ (FTA Funds)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MAX Bus Stop Project</strong></td>
<td>Commercial and Institutional Building Construction</td>
<td>236220</td>
<td>$520,000</td>
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<tr>
<td></td>
<td>Traffic Control</td>
<td>561990</td>
<td>$40,000</td>
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<tr>
<td><strong>Total Project</strong></td>
<td></td>
<td></td>
<td>$560,000</td>
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<tr>
<td><strong>BTC HVAC Replacement</strong></td>
<td>Commercial and Institutional Building Construction</td>
<td>236220</td>
<td>$80,000</td>
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<tr>
<td></td>
<td>Mechanical Contractors</td>
<td>238220</td>
<td>$560,000</td>
</tr>
<tr>
<td></td>
<td>Electrical Contractors</td>
<td>238210</td>
<td>$160,000</td>
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<tr>
<td></td>
<td>Specialized Equipment</td>
<td>N/A</td>
<td>$160,000</td>
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<tr>
<td><strong>Total Project</strong></td>
<td></td>
<td></td>
<td>$960,000</td>
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<tr>
<td><strong>Oil Water Separator</strong></td>
<td>Commercial and Institutional Building Construction</td>
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<td>$208,000</td>
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<tr>
<td></td>
<td>All other Specialty trades</td>
<td>238990</td>
<td>$200,000</td>
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<tr>
<td></td>
<td>Plumbing</td>
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<td>Concrete</td>
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<tr>
<td><strong>SMF/IBMF CNG Infrastructure Improvements</strong></td>
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<td>236220</td>
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<tr>
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<td>Mechanical Contractors</td>
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<td></td>
<td>Materials (CNG)</td>
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<td><strong>Total Project</strong></td>
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<tr>
<td><strong>SMF HVAC Replacement</strong></td>
<td>Commercial and Institutional Building Construction</td>
<td>236220</td>
<td>$160,000</td>
</tr>
<tr>
<td></td>
<td>Mechanical Contractors</td>
<td>238220</td>
<td>$360,000</td>
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<tr>
<td></td>
<td>Electrical Contractors</td>
<td>238210</td>
<td>$92,000</td>
</tr>
<tr>
<td></td>
<td>Specialized Equipment</td>
<td>N/A</td>
<td>$348,000</td>
</tr>
<tr>
<td><strong>Total Project</strong></td>
<td></td>
<td></td>
<td>$960,000</td>
</tr>
<tr>
<td><strong>Bus Radios</strong></td>
<td>Other Electronic Parts and Equipment Merchant Wholesalers</td>
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<td>$2,600,000</td>
</tr>
<tr>
<td><strong>Total Project</strong></td>
<td></td>
<td></td>
<td>$2,600,000</td>
</tr>
<tr>
<td><strong>Replacement Camera System</strong></td>
<td>Specialized Equipment</td>
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<td>$5,600,000</td>
</tr>
<tr>
<td></td>
<td>Electrical Contractors</td>
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</tr>
<tr>
<td><strong>Total Project</strong></td>
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<td>$6,800,000</td>
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<tr>
<td><strong>Total Projects 2020 – 2022</strong></td>
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<td>$49,144,006</td>
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</table>

DBE availability has been determined by utilizing the RTC portion of the 2017 Nevada Transportation Consortium Disparity Study for all trades included in the study and the
Regional Transportation Commission

FFY 2020 – 2022 DBE GOAL

Nevada Unified Certification Program DBE Directory and the latest released Census Bureau Data (2016) for trades not included in the study. As previously noted, the geographic area represented is Nevada. The availability calculations are as follows:

<table>
<thead>
<tr>
<th>NAICS Description</th>
<th>NAICS Code</th>
<th>Census # of Firms</th>
<th>Directory # of Firms</th>
<th>*DBE % Dir/Census OR Disparity Study</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial and Institutional Building Construction</td>
<td>236220</td>
<td>1</td>
<td>1</td>
<td>38.5%</td>
</tr>
<tr>
<td>Poured Concrete Foundation and Structure Contractors</td>
<td>238110</td>
<td>1</td>
<td>1</td>
<td>0.0%</td>
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<tr>
<td>Electrical Contractors and Other Wiring Installation Contractors</td>
<td>238210</td>
<td>1</td>
<td>1</td>
<td>33.3%</td>
</tr>
<tr>
<td>Plumbing, Heating, and Air- Conditioning Contractors</td>
<td>238220</td>
<td>1</td>
<td>1</td>
<td>36.7%</td>
</tr>
<tr>
<td>Site Preparation Contractors</td>
<td>238910</td>
<td>1</td>
<td>1</td>
<td>31.8%</td>
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<tr>
<td>All Other Specialty Trade Contractors (Underground Vaults)</td>
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<td>1</td>
<td>1</td>
<td>32.8%</td>
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<tr>
<td>Prefabricated Metal Building and Component Manufacturing</td>
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<td>1</td>
<td>0.0%</td>
</tr>
<tr>
<td>Other Commercial and Service Industry Machinery Manufacturing</td>
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<td>1</td>
<td>1</td>
<td>0.0%</td>
</tr>
<tr>
<td>Other Electronic Parts and Equipment Merchant Wholesalers</td>
<td>423690</td>
<td>120</td>
<td>1</td>
<td>0.0%</td>
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<tr>
<td>Software Publishers</td>
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<td>139</td>
<td>1</td>
<td>0.7%</td>
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<tr>
<td>All Other Support Services – Traffic Control</td>
<td>561990</td>
<td></td>
<td></td>
<td>29.2%</td>
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</table>

*423690 and 511210 were not included in the Disparity Study, all other trades are included in the Study.

The availability calculations from the above chart have been weighted by the anticipated expenditures for each trade classification as follows:

<table>
<thead>
<tr>
<th>Project</th>
<th>Trade Classification</th>
<th>NAICS</th>
<th>Trade $ (FTA Funds)</th>
<th>DBE % Availability</th>
<th>DBE $</th>
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<tbody>
<tr>
<td>Fixed Route Scheduling Software</td>
<td>Software</td>
<td>511210</td>
<td>$9,600,000</td>
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Table 3 - DBE $ based on Project Expenditures by Trade Classification X DBE Availability

<table>
<thead>
<tr>
<th>Project</th>
<th>Trade Classification</th>
<th>NAICS</th>
<th>Trade $(FTA Funds)</th>
<th>DBE % Availability</th>
<th>DBE $</th>
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<td>Electrical Contractors</td>
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<td>238210</td>
<td>$416,000</td>
<td>33.3%</td>
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<td>IBMF Steril Koni Earth Lifts</td>
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<td>$1,403,136</td>
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<td>$0</td>
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<td>Safety and Security Improvements</td>
<td>Electrical Contractors and Other Wiring Installation Contractors</td>
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<td>33.3%</td>
<td>$147,143</td>
</tr>
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<td></td>
<td></td>
<td>$441,870</td>
<td>33.3%</td>
<td>$147,143</td>
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<td>SMF Bus Wash (2020)</td>
<td>Commercial and Institutional Building Construction</td>
<td>236220</td>
<td>$600,000</td>
<td>38.5%</td>
<td>$231,000</td>
</tr>
<tr>
<td>Mechanical Contractors</td>
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<td>238220</td>
<td>$520,000</td>
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<td>Materials (Bus Wash)</td>
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<td>$600,000</td>
<td>38.5%</td>
<td>$231,000</td>
</tr>
<tr>
<td>Mechanical Contractors</td>
<td></td>
<td>238220</td>
<td>$520,000</td>
<td>36.7%</td>
<td>$190,840</td>
</tr>
<tr>
<td>Materials (Bus Wash)</td>
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<td>333318</td>
<td>$1,120,000</td>
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<tr>
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<td>$508,000</td>
<td>33.3%</td>
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<td></td>
<td></td>
<td>$2,748,000</td>
<td>21.5%</td>
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<tr>
<td>GM Bus Shelters (2020)</td>
<td>Commercial and Institutional Building Construction</td>
<td>236220</td>
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<td>38.5%</td>
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<tr>
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<td>38.5%</td>
<td>$200,200</td>
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<td>$608,000</td>
<td>0.0%</td>
<td>$0</td>
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<tr>
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<td>29.2%</td>
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<td>18.6%</td>
<td>$223,192</td>
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<tr>
<td>GM Bus Shelters (2022)</td>
<td>Commercial and Institutional Building Construction</td>
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<td>$560,000</td>
<td>38.5%</td>
<td>$215,600</td>
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### Table 3 - DBE $ based on Project Expenditures by Trade Classification X DBE Availability

<table>
<thead>
<tr>
<th>Project</th>
<th>Trade Classification</th>
<th>NAICS</th>
<th>Trade $ (FTA Funds)</th>
<th>DBE % Availability</th>
<th>DBE $</th>
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<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td><strong>Slimline Shelters (2020)</strong></td>
<td>Commercial and Institutional Building Construction</td>
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<td>38.5%</td>
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<td></td>
<td>Prefabricated Shelters</td>
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<tr>
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<td>33.3%</td>
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<td>$26,000</td>
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<td>$7,592</td>
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<tr>
<td><strong>Total Project</strong></td>
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<td></td>
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<tr>
<td><strong>Slimline Shelters (2021)</strong></td>
<td>Commercial and Institutional Building Construction</td>
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<td>$800,000</td>
<td>38.5%</td>
<td>$308,000</td>
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<td></td>
<td>Prefabricated Shelters</td>
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<td>0.0%</td>
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<tr>
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<td>Electrical Contractors</td>
<td>238210</td>
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<td>33.3%</td>
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<td><strong>Total Project</strong></td>
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<td></td>
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<td></td>
<td></td>
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<td><strong>Slimline Shelters (2022)</strong></td>
<td>Commercial and Institutional Building Construction</td>
<td>236220</td>
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<td>38.5%</td>
<td>$123,200</td>
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<td>$0</td>
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<tr>
<td></td>
<td>Electrical Contractors</td>
<td>238210</td>
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<td>33.3%</td>
<td>$13,320</td>
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<td>Traffic Control</td>
<td>561990</td>
<td>$20,000</td>
<td>29.2%</td>
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</tr>
<tr>
<td><strong>Total Project</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Standalone Lighting (2020)</strong></td>
<td>Electrical Contractors</td>
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<td>$438,750</td>
<td>33.3%</td>
<td>$146,104</td>
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<td>Specialized Equipment</td>
<td>N/A</td>
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</tr>
<tr>
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<td>Traffic Control</td>
<td>561990</td>
<td>$48,750</td>
<td>29.2%</td>
<td>$14,235</td>
</tr>
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<td><strong>Total Project</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bollard Install (2020)</strong></td>
<td>Commercial and Institutional Building Construction</td>
<td>236220</td>
<td>$80,000</td>
<td>38.5%</td>
<td>$30,800</td>
</tr>
<tr>
<td></td>
<td>Concrete</td>
<td>238110</td>
<td>$80,000</td>
<td>0.0%</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>Grading</td>
<td>238910</td>
<td>$120,000</td>
<td>31.8%</td>
<td>$38,160</td>
</tr>
<tr>
<td></td>
<td>Specialized Equipment</td>
<td>N/A</td>
<td>$80,000</td>
<td>0.0%</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>Traffic Control</td>
<td>561990</td>
<td>$40,000</td>
<td>29.2%</td>
<td>$11,680</td>
</tr>
<tr>
<td><strong>Total Project</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bollard Install (2021)</strong></td>
<td>Commercial and Institutional Building Construction</td>
<td>236220</td>
<td>$80,000</td>
<td>38.5%</td>
<td>$30,800</td>
</tr>
<tr>
<td></td>
<td>Concrete</td>
<td>238110</td>
<td>$80,000</td>
<td>0.0%</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>Grading</td>
<td>238910</td>
<td>$120,000</td>
<td>31.8%</td>
<td>$38,160</td>
</tr>
<tr>
<td></td>
<td>Specialized Equipment</td>
<td>N/A</td>
<td>$80,000</td>
<td>0.0%</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>Traffic Control</td>
<td>561990</td>
<td>$40,000</td>
<td>29.2%</td>
<td>$11,680</td>
</tr>
<tr>
<td><strong>Total Project</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Table 3 - DBE $ based on Project Expenditures by Trade Classification X DBE Availability

<table>
<thead>
<tr>
<th>Project</th>
<th>Trade Classification</th>
<th>NAICS</th>
<th>Trade $ (FTA Funds)</th>
<th>DBE % Availability</th>
<th>DBE $</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAX Bus Stop Project</td>
<td>Commercial and Institutional Building Construction</td>
<td>236220</td>
<td>$520,000</td>
<td>38.5%</td>
<td>$200,200</td>
</tr>
<tr>
<td></td>
<td>Traffic Control</td>
<td>561990</td>
<td>$40,000</td>
<td>29.2%</td>
<td>$11,680</td>
</tr>
<tr>
<td><strong>Total Project</strong></td>
<td></td>
<td></td>
<td>$560,000</td>
<td>37.8%</td>
<td>$211,880</td>
</tr>
<tr>
<td>BTC HVAC Replacement</td>
<td>Commercial and Institutional Building Construction</td>
<td>236220</td>
<td>$80,000</td>
<td>38.5%</td>
<td>$30,800</td>
</tr>
<tr>
<td></td>
<td>Mechanical Contractors</td>
<td>238220</td>
<td>$560,000</td>
<td>36.7%</td>
<td>$205,520</td>
</tr>
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<td>Electrical Contractors</td>
<td>238210</td>
<td>$160,000</td>
<td>33.3%</td>
<td>$53,280</td>
</tr>
<tr>
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<td>Specialized Equipment</td>
<td>N/A</td>
<td>$160,000</td>
<td>0.0%</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Project</strong></td>
<td></td>
<td></td>
<td>$960,000</td>
<td>30.2%</td>
<td>$289,600</td>
</tr>
<tr>
<td>Oil Water Separator</td>
<td>Commercial and Institutional Building Construction</td>
<td>236220</td>
<td>$208,000</td>
<td>38.5%</td>
<td>$80,080</td>
</tr>
<tr>
<td></td>
<td>All other Specialty trades</td>
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<td>$200,000</td>
<td>32.8%</td>
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</tr>
<tr>
<td></td>
<td>Plumbing</td>
<td>238220</td>
<td>$48,000</td>
<td>36.7%</td>
<td>$17,616</td>
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<tr>
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<td>Concrete</td>
<td>238110</td>
<td>$220,000</td>
<td>0.0%</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>Specialized Equipment</td>
<td>N/A</td>
<td>$168,000</td>
<td>0.0%</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>Site Preparation</td>
<td>238910</td>
<td>$696,000</td>
<td>31.8%</td>
<td>$221,328</td>
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<td><strong>Total Project</strong></td>
<td></td>
<td></td>
<td>$1,540,000</td>
<td>25.0%</td>
<td>$384,624</td>
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<tr>
<td>SMF/IBMF CNG Infrastructure Improvements</td>
<td>Commercial and Institutional Building Construction</td>
<td>236220</td>
<td>$2,430,000</td>
<td>38.5%</td>
<td>$935,550</td>
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<tr>
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<td>Mechanical Contractors</td>
<td>238220</td>
<td>$585,000</td>
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<td>$214,695</td>
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<tr>
<td></td>
<td>Materials (CNG)</td>
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<td></td>
<td></td>
<td>$8,235,000</td>
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<td>$1,390,005</td>
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<tr>
<td>SMF HVAC Replacement</td>
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<td>236220</td>
<td>$160,000</td>
<td>38.5%</td>
<td>$61,600</td>
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<td>Specialized Equipment</td>
<td>N/A</td>
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<td></td>
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<td><strong>Total Project</strong></td>
<td></td>
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<td>$960,000</td>
<td>23.4%</td>
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</tr>
<tr>
<td>Bus Radios</td>
<td>Other Electronic Parts and Equipment Merchant Wholesalers</td>
<td>423690</td>
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<td>$0</td>
</tr>
<tr>
<td><strong>Total Project</strong></td>
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<td></td>
<td>$2,600,000</td>
<td>0.0%</td>
<td>$0</td>
</tr>
<tr>
<td>Replacement Camera system</td>
<td>Specialized Equipment</td>
<td>N/A</td>
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<td>0.0%</td>
<td>$0</td>
</tr>
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<td>238210</td>
<td>$1,200,000</td>
<td>33.3%</td>
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<td><strong>Total Project</strong></td>
<td></td>
<td></td>
<td>$6,800,000</td>
<td>5.9%</td>
<td>$399,600</td>
</tr>
</tbody>
</table>
Based upon the above calculations, the base goal for FFY 2020 – 2022 is 12.9%.

Step 2 - Examine data to determine what adjustment, if any, is needed to the Base Figure.

Section 26.45(d) provides many examples of the types of data to examine in order to adjust the base figure. We have examined the volume of work performed by DBE firms over the past five (5) years in RTC projects. Our findings are as follows:

Total DBE participation for the five (5) fiscal years has been calculated at $6,142,549 which is 16.4% of the combined contract amounts of $37,400,179. The following information will provide the history of DBE participation for each of these years:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Total $</th>
<th>DBE $</th>
<th>DBE %</th>
</tr>
</thead>
<tbody>
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<td>2018</td>
<td>$4,393,502</td>
<td>$393,938</td>
<td>9.0%</td>
</tr>
<tr>
<td>2017</td>
<td>N/A – No projects awarded</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td>$18,059,645</td>
<td>$1,760,445</td>
<td>9.7%</td>
</tr>
<tr>
<td>2015</td>
<td>$14,469,092</td>
<td>$3,988,166</td>
<td>27.6%</td>
</tr>
<tr>
<td>2014</td>
<td>$477,940</td>
<td>$0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Total</td>
<td>$37,400,179</td>
<td>$6,142,549</td>
<td>16.4%</td>
</tr>
<tr>
<td>Median</td>
<td></td>
<td></td>
<td>9.4%</td>
</tr>
</tbody>
</table>

Adjusting the base goal for the median past history results in the following:

$12.9\% \text{ (base goal)} + 9.4\% \text{ (median past history)} = 22.3\%$

$22.3\% + 2 = 11.2\%$

We, therefore, propose to adjust the overall goal for the period beginning October 1, 2019 and ending September 30, 2022 to **11.2\% of the federally-funded portion of the projects to be undertaken during this time period.**

**Race-Neutral versus Race-Conscious Goal**
Regional Transportation Commission

FFY 2020 - 2022 DBE GOAL

The Disparity Study states as follows: “RTC-SN used myriad race- and gender-neutral measures to encourage DBE participation in those contracts (for details, see Chapter 10 of the disparity study report). The agency still uses most of those measures and will continue using them through FFY 2022. Based on that information, RTC-SN projects that it will be able to meet 4.8% of its proposed DBE goal for FFYs 2017 through 2019 through race- and gender-neutral measures. RTC-SN projects that it will meet the remainder of its proposed 10.9% overall DBE goal—6.7%—through the use of race- and gender-conscious measures (i.e., DBE contract goals).” This was based on the fact that the median participation between 2011 and 2015 (the years included in the Study) was 4.8%, all achieved through the use of race-neutral measures. Updating the achievements for the most recent 5-year period increases the median participation achieved through race-neutral measures to 9.4%. Given this, we propose to meet 9.4% of the 11.2% goal through the use of race-neutral measures and the remainder of the proposed 11.2% overall DBE goal—1.8%—through the use of race- and gender-conscious measures. If the goal has been met for awarded projects during the year, we will cease the use of any race-conscious goals and move to race-neutral goals for the remainder of the year. If we find that goals are being continually met, we will increase the race-neutral portion of the goal and submit an appropriate amendment to the goal.
Regional Transportation Commission

FFY 2020 - 2022 DBE GOAL

Public Participation

In accordance with 49 CFR part 26, section 26.45, the RTC FFY 2020 - 2022 DBE Goal and Methodology has been published on the RTC Website (https://www.rtcnv.com/about-the-rtc/doing-business-with-the-rtc/supplier-diversity-program/).

In addition, RTC staff conducted a meeting to consult with minority, women’s and general contractor groups, community organizations, and other officials or organizations that could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the RTC’s efforts to establish a level playing field for the participation of DBEs (the “Stakeholder Meeting”).

The Stakeholder Meeting was conducted on July 26, 2019 in conjunction with the Clark County Department of Aviation. There were sixteen (16) attendees. Information regarding the Stakeholder Meeting was distributed to the attached list of organizations/firms, to 500 CCDOA registered firms, and to all firms listed in the NUCP Directory. The following documents related to the Stakeholder Meeting are attached:
Attachment 1 - Flyer announcing the meeting

Clark County Department of Aviation and
Regional Transportation Commission of Southern Nevada

Disadvantaged Business Enterprise (DBE) Goals for Federal Fiscal Years 2020 – 2022

Stakeholder Meeting

The Clark County Department of Aviation and the Regional Transportation Commission of Southern Nevada are setting Disadvantaged Business Enterprise goals for Department of Transportation federally-funded projects for federal fiscal years 2020, 2021 and 2022.

Department of Aviation DBE goals will be set for all federally-funded projects anticipated for the three-year period for: McCarran International Airport, Henderson Executive Airport, North Las Vegas Airport, Overton-Perkins Field and Jean Sport Aviation Center. Regional Transportation Commission goals will be set for all RTC federally-funded projects anticipated for the three-year period.

Interested parties are invited to attend a stakeholder meeting to review the proposed goals and methodology, and to provide any information that may assist in the development of the final DBE goals for the Clark County Department of Aviation and Regional Transportation Commission.

**WHEN**
Friday, July 26, 2019
10 a.m. – 11:30 a.m.

RSVP TO BETH MAITA
bethm@mccarran.com

Please include company name, contact information and number of attendees

**WHERE**
McCarran International Airport
Commissioners Meeting Room (CMR)
Terminal 1, Level 5
(Use elevators on Level 2 pre-security between Hudson News and Marshall Rousso)

*PARKING WILL BE VALIDATED, except for valet
### Regional Transportation Commission FFY 2020 - 2022 DBE GOAL

**Attachment 2 - Lists of persons/organizations receiving information**
(in addition to 500 CCDOA registered firms and all NUCP certified firms)

#### Chambers, Organizations, Agencies

<table>
<thead>
<tr>
<th>Organization</th>
<th>Representative</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Armed Forces Chamber of Commerce</td>
<td>Andre Haynes</td>
<td><a href="mailto:ah@armedforceschamber.com">ah@armedforceschamber.com</a></td>
</tr>
<tr>
<td>Asian Chamber of Commerce</td>
<td>Yoko Delp</td>
<td><a href="mailto:yoko.acc@gmail.com">yoko.acc@gmail.com</a></td>
</tr>
<tr>
<td>Boyd Gaming Companies</td>
<td>Joe Coe</td>
<td><a href="mailto:joecoe@boydgaming.com">joecoe@boydgaming.com</a></td>
</tr>
<tr>
<td>Business Success Center</td>
<td>Henry (Hank) Pinto</td>
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Regional Transportation Commission | FFY 2020 - 2022 DBE GOAL

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Regional Transportation Commission

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<td>State of NV</td>
<td>702-486-7255</td>
<td>elect.state.nv.gov</td>
</tr>
<tr>
<td>Tidora Moore</td>
<td>GA Nursing</td>
<td>702-942-3355</td>
<td><a href="mailto:Tmoore1@gaconm.com">Tmoore1@gaconm.com</a></td>
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<tr>
<td>Thomas Moore</td>
<td>L</td>
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<td><a href="mailto:Tmoore2@gaconm.com">Tmoore2@gaconm.com</a></td>
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<tr>
<td>Dianne McGowan</td>
<td>ENCI Corporation</td>
<td>703-478-6600</td>
<td><a href="mailto:DianneG@enci.com">DianneG@enci.com</a></td>
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<tr>
<td>Gloria Nicosle</td>
<td>Direct HR Consulting</td>
<td>703-262-9600</td>
<td><a href="mailto:nicole@dhrcareer.com">nicole@dhrcareer.com</a></td>
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<tr>
<td>Myisha Williams</td>
<td>Commission Info Service</td>
<td>702-333-2499</td>
<td><a href="mailto:Myisha@miserv.com">Myisha@miserv.com</a></td>
</tr>
<tr>
<td>Jason Race</td>
<td>Innova Technology</td>
<td>702-320-6648</td>
<td><a href="mailto:Jesrace@illc.gov.com">Jesrace@illc.gov.com</a></td>
</tr>
</tbody>
</table>
Attachment 4 – Website Posting

SUPPLIER DIVERSITY PROGRAM

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA DISADVANTAGED BUSINESS ENTERPRISE GOAL

FOR FEDERAL FISCAL YEARS 2020-2022

The Regional Transportation Commission of Southern Nevada (RTC) has established a goal of 11.2% for Disadvantaged Business Enterprise (DBE) participation in federally funded contract opportunities for Federal Fiscal Years 2020-2022.

A description of the goal and the methodology used in selecting this goal is available for public review.

RTC DBE Goal FFY 2020-2022

*******************************************************************************
# REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

## AGENDA ITEM

<table>
<thead>
<tr>
<th>Metropolitan Planning Organization</th>
<th>Transit</th>
<th>Administration and Finance</th>
<th>[X]</th>
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</thead>
</table>

**SUBJECT:** APPROVE AND ADOPT RESOLUTION 575

**PETITIONER:** TINA QUIGLEY, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

**RECOMMENDATION BY PETITIONER:**
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AND ADOPT THE 2019 REVENUE BOND REQUEST RESOLUTION, RESOLUTION 575, REQUESTING THE BOARD OF CLARK COUNTY COMMISSIONERS ISSUE HIGHWAY IMPROVEMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED SIXTY (60) MILLION DOLLARS FOR THE PURPOSE OF FINANCING TRANSPORTATION IMPROVEMENT PROJECTS, AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)

**GOAL:** SECURE FUNDING FOR EXPANSION AND OPERATION AND MAINTENANCE OF SYSTEMS AND ROUTES

**FISCAL IMPACT:**
The debt service on securities, when issued, will be repaid by revenue from the indexing of fuel tax.

**BACKGROUND:**
On September 3, 2013, Clark County enacted an ordinance imposing additional taxes on vehicle fuels pursuant to Assembly Bill 413, which was approved by the 77th Regular Session of the Nevada State Legislature. On November 8, 2016, the voters of Clark County approved question 5 that extends the indexing of fuel taxes for 10 years. These actions have made it possible to issue debt to fund additional Streets and Highway projects. Revenue from fuel tax indexing will be pledged to repay the bonds in addition to a subordinate pledge of Motor Vehicle Fuel Taxes.

Respectfully submitted,

TINA QUIGLEY  
Chief Executive Officer

<table>
<thead>
<tr>
<th>RTC Item #43</th>
<th>October 10, 2019</th>
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</thead>
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</table>
RESOLUTION NO. 575

A RESOLUTION REQUESTING THE BOARD OF COUNTY COMMISSIONERS TO ISSUE REVENUE BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF $60,000,000.

WHEREAS, the Regional Transportation Commission (the "Commission"), pursuant to Chapters 350, 373 and 365, Nevada Revised Statutes (collectively, the "Acts"), has authority to request the Board of County Commissioners (the "Board") of Clark County, Nevada (the "County") to issue notes, bonds or other securities (the "Bonds") for the purpose of financing the cost to acquire, construct and improve certain street and highway projects, including, without limitation, land and improvements thereto (collectively, the "Project") within the area covered by the Commission's regional plan for transportation (the "Project"); and

WHEREAS, pursuant to the Acts, the Board is authorized, on behalf and in the name of the County to issue the Bonds for the purposes of financing the Project; and

WHEREAS, the Commission deems it advisable that the Bonds be issued to finance the cost of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE REGIONAL TRANSPORTATION COMMISSION:

Section 1. This resolution shall be known as the "2019 Revenue Bond Request Resolution."

Section 2. The Board is hereby requested to issue fuel tax revenue Bonds in one or more series in the maximum aggregate principal amount of $60,000,000 for the purpose of financing the Project.

Section 3. The Secretary to the Commission is hereby directed to certify a copy of this resolution to the Board of County Commissioners of Clark County, Nevada, thereby formally requesting that the Board proceed to issue the Bonds of the County for the purposes set forth above.

Section 4. This resolution shall become effective on its passage and adoption.

PASSED, ADOPTED AND APPROVED this October 10, 2019.

__________________________________________
Chairman
Regional Transportation Commission

Attest:

__________________________________________
Secretary

2019 Regional Transportation Commission Request Resolution
# Agenda Item

**Subject:** Amendment to Interlocal Agreement  
**Petitioner:** Tina Quigley, Chief Executive Officer, Regional Transportation Commission of Southern Nevada  
**Recommendation by Petitioner:** That the Regional Transportation Commission of Southern Nevada (RTC) approve and authorize the Chairman to sign an amendment to the Interlocal Agreement among Clark County, the Clark County Water Reclamation District, The University Medical Center of Southern Nevada, The Las Vegas Convention and Visitors Authority, The Las Vegas Valley Water District, The Clark County Regional Flood Control District, The Regional Transportation Commission of Southern Nevada, The Southern Nevada Health District, Henderson District Public Libraries, Mount Charleston Fire Protection District, and The Las Vegas Metropolitan Police Department adopting an amended self-funded group medical and dental benefits plan, effective January 1, 2020 (for possible action)  
**Goal:** Enhance public awareness and support of the Regional Transportation Commission  

## Fiscal Impact:  
The premium rates will increase by 3 percent for medical insurance. The estimated annual cost to the Regional Transportation Commission of Southern Nevada (RTC) to cover RTC employees will be approximately $1,945,009.59. Approximately 8.9 percent of this amount will be funded by employee contributions and the remaining amount is available in department appropriations.  

## Background:  
The Self-Funded Group Medical and Dental Benefits Plan was established in 1984, to provide group medical and dental benefits to the employees of Clark County and affiliated entities.  

The following are the proposed modifications for the upcoming plan year, effective January 1, 2020:  

- The PPO network will be changing from Aetna to Sierra Health-Care Options. The National network will be United Healthcare Choice.  
- Added Complex Care Management Program as a covered benefit.  
- Various clarifications to assist members more clearly understand how the Plan is administered including:  
  - Eligibility Provisions – Added language “Child(ren) who are a covered dependent(s) of the plan due to their relationship with a covered employee who later become a benefit eligible employee must obtain primary coverage from the plan and drop their dependent status.”  
  - Added Orthodontia to Coordination of Benefits provision.
RECOMMENDATION BY PETITIONER:

BACKGROUND (continued):

- Spousal Coverage Requirement – A spouse employed by a company that offers non-HMO coverage at $100.00 or less per month for employee only (medical and dental) coverage is required to enroll in their employer sponsored health plan including any retirement health plan that meets this same requirement.
- New Dispatch Healthcare benefit – Clark County Self-Funded plan participants can receive care in the comfort of their home by qualified medical teams.

Staff recommends approval.

Respectfully submitted,

TINA QUIGLEY
Chief Executive Officer

RTC  Item #44
October 10, 2019
Consent
AMENDMENT TO INTERLOCAL AGREEMENT

WHEREAS, CLARK COUNTY, NEVADA; CLARK COUNTY WATER RECLAMATION DISTRICT; UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA; THE LAS VEGAS CONVENTION AND VISITORS AUTHORITY; THE LAS VEGAS VALLEY WATER DISTRICT; CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT; THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA; THE SOUTHERN NEVADA HEALTH DISTRICT; THE HENDERSON DISTRICT PUBLIC LIBRARIES; THE MOUNT CHARLESTON FIRE PROTECTION DISTRICT; AND THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT have jointly established a health, accident and life benefit program for their officers, employees, retirees and their dependents pursuant to an Interlocal agreement, as amended, hereinafter referred to as the Agreement, and

WHEREAS, pursuant to the Agreement, the parties hereto subsequently adopted a self-funded group medical and dental plan, hereinafter referred to as the Benefit Plan; and

WHEREAS, the parties have also entered into agreements with certain Health Maintenance Organizations, hereinafter referred to as HMO contracts, in order to provide enrollees with an alternative to the Self-Funded Benefit Plan, and

WHEREAS, the rising cost of health care requires that, from time to time, the premiums paid by the parties be increased to maintain the Benefit Plan.

NOW, THEREFORE, it is agreed between the parties that the terms and conditions of the Agreement be amended to read as follows:

1. Each public agency will adopt and abide by a Benefit Plan document, which established the terms and conditions of a self-funded medical and dental benefit program for enrolled employees, retirees and eligible dependents. Each public agency shall also authorize the adoption of such other agreements or HMO contracts as may be necessary to implement and maintain the health, accident and life benefit program.

2. Clark County shall establish an internal service fund for the deposit of contributions and the payment of expenses for the operation of the benefit program.

3. On or before the 1st day of each month, beginning November 1, 1984, each public entity, which is a party to the Agreement, shall pay to Clark County its proportionate share of the monthly charges necessary to operate the Benefit Plan. In addition, each public entity shall budget, each year beginning July 1, 2001, an extra month (13th month) employer share in order to provide funds when, and if, the Executive Board determines, by majority vote of
the members present, to remit additional funds, by the end of the fiscal year, in order to pay for unanticipated expenditures. The share of each public entity shall be calculated based on the number of employees, retirees and dependents participating in the Benefit Plan. Effective January 1, 2014, the above referenced 13th month employer share premium payment will be replaced with a billing to each public entity for its portion of the underfunded retiree loss incurred the previous full calendar year. Each public entity's portion of the underfunded retiree loss will be based on each agency's proportionate share of the retirees enrolled in the Benefit Plan. The rates for the Benefit Plan shall be as set forth in the rate schedule attached hereto as Exhibit "A" and incorporated herein by this reference. The rates for continuation of coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, hereinafter referred to as “COBRA” P.L. 99-272, Title X, 10003, 100 Stat. 82, 232-237, shall be set forth in the rate schedule attached hereto as Exhibit "B" and incorporated herein by this reference.

4. A public agency, requesting participation in the Benefit Plan, shall pay an actuarially determined amount to fund their share of the Benefit Plan reserves and assets. The funding amount shall be paid on behalf of each participant who initially enrolls in the Benefit Plan.

5. The internal service fund, together with all interest or other accumulations, shall be used for the payment of expenses and charges necessary to provide the health, accident and life benefit program.

6. Clark County shall establish an Executive Board not to exceed seven members, which shall consist of representatives of management appointed from the governmental agencies participating in this agreement. The Executive Board shall meet periodically to review the financial performance of the program, evaluate and recommend contractors to the Board of County Commissioners, and negotiate plan changes with the Service Employees International Union subject to the approval of the governing bodies.

7. Clark County shall establish a seven-member committee, which shall consist of representatives from both labor and management appointed from the governmental agencies participating in the plan. Effective January 1, 1991, the committee membership shall be increased to nine members. Effective December 1, 1994, the committee membership shall be increased to ten members through the addition of a labor representative. The committee shall meet periodically to resolve disputes and appeals from the claims administrator.

8. Each public agency may withdraw from this Agreement and participation in the benefit program by giving notice thereof sixty days prior to the anniversary date of the benefit program. Upon the public agency's withdrawal from the Benefit Plan the public agency may be eligible for a distribution of reserves and/or net assets to the extent that:
A. All claims and expenses attributable to the public agency have been paid;

B. As required by NRS 354.6215, and as a result of the public agency’s withdrawal from the Benefit Plan, the Board of County Commissioners has determined that an amount of the reserve or balance is no longer required, either in whole or in part; and

C. The amount of such excess reserve or balance is a result of contributions or premiums paid directly attributable to the public agency.

9. The effective date of the Las Vegas Valley Water District’s participation in this Agreement shall be January 1, 1991.

10. The Regional Transportation Commission of Southern Nevada and the Clark County Regional Flood Control District, effective January 1, 2002, shall be recognized as separate participating members in this Agreement.

11. The effective date of the Southern Nevada Health District’s participation in this Agreement shall be August 1, 2009.

12. The effective date of the Mount Charleston Fire Protection District’s participation in this Agreement shall be May 19, 2015.

13. The effective date of the Las Vegas Metropolitan Police Department’s participation in this Agreement shall be January 1, 2016. Participation is limited to the employer’s appointed staff and dependents.

14. Effective January 1, 2014, any participating public agency’s contemplated change in the employer/employee premium contribution calculation is subject to prior approval by the Plan Administrator, and may not be made absent Plan Administrator approval.

15. Nothing in this Agreement shall be construed as limiting the ability of any party hereto to decline to participate in any individual health, life or accident program jointly adopted by the parties pursuant to this Agreement, nor does it preclude any party hereto from providing its employees with a health, life or accident program not jointly adopted under this Agreement. Any party choosing not to participate in such jointly adopted program shall notify, in writing, the Chief Financial Officer, or designee, not later than sixty days prior to the initial effective date of that program or, if already in place, sixty days prior to the anniversary date of that program.

16. This Interlocal Agreement embodies all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Interlocal Agreement. No prior agreements or understandings pertaining to such matters, whether written or oral, shall be effective for any purpose after the effective date of this Agreement. No provision of this Interlocal Agreement shall be modified or added to except by an agreement in writing signed by the parties hereto. For the purpose of interpretation, this Interlocal Agreement has been prepared by all the parties hereto.
IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

DATE: ________________________________

ATTEST:

BY: _________________________________
    LYNN MARIE GOYA, County Clerk

ATTEST:

BY: _________________________________
    LYNN MARIE GOYA, County Clerk

ATTEST:

BY: _________________________________
    MARILYN SPIEGEL, Vice Chair

ATTEST:

BY: _________________________________
    JOHN ENTSMINGER, Secretary

ATTEST:

BY: _________________________________
    DEANNA HUGHES, Secretary

COUNTY OF CLARK

BY: _________________________________
    MARILYN KIRKPATRICK, Chair
    Board of County Commissioners

CLARK COUNTY WATER RECLAMATION DISTRICT

BY: _________________________________
    LAWRENCE L. BROWN, III,
    Chair Board of Trustees

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

BY: _________________________________
    LAWRENCE WEEKLY, Chair
    Board of Trustees

LAS VEGAS CONVENTION AND VISITORS AUTHORITY

BY: _________________________________
    LAWRENCE L. BROWN, III, Chair

LAS VEGAS VALLEY WATER DISTRICT

BY: _________________________________
    MARILYN KIRKPATRICK, President
    Board of Directors

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

BY: _________________________________
    LAWRENCE L. BROWN, III, Chair
ATTEST:
BY: __________________________
    ANA DIAZ, Executive Secretary

ATTEST:
BY: __________________________
    JOSEPH P. ISER M.D.
    District Health Officer or Designee

ATTEST:
BY: __________________________
    TRUDY CASEY, Notary

ATTEST:
BY: __________________________
    LYNN MARIE GOYA, County Clerk

ATTEST:
BY: __________________________
    TANAKA WILSON

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA
BY: __________________________
    LAWRENCE L. BROWN, III, Chair

SOUTHERN NEVADA HEALTH DISTRICT
BY: __________________________
    SCOTT BLACK, Chair

HENDERSON DISTRICT PUBLIC LIBRARIES
BY: __________________________
    MARK MCGINTY, Chair
    Board of Trustees

MOUNT CHARLESTON FIRE PROTECTION DISTRICT
BY: __________________________
    LAWRENCE L. BROWN, III,
    Fire Commissioner

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
BY: __________________________
    SHERIFF JOSEPH LOMBARDO

APPROVED AS TO FORM:
BY: __________________________
    STEVEN B. WOLFSON, District Attorney
    MARY ANNE MILLER
    Deputy District Attorney
RATES EFFECTIVE 01/01/20

CLARK COUNTY, NEVADA
AND AFFILIATES
RATES EXHIBIT A

LIFE INSURANCE

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MEDICAL/DENTAL

ACTIVE EMPLOYEE RATES & EMPLOYEES WHO RETIRED BEFORE 12/31/02

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RETIREE RATES FOR EMPLOYEES WHO RETIRED 01/01/03 & AFTER

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<th>10 or More Years of Service</th>
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Effective January 1, 2003, employees that retire from one of the participating public entities, and elect to continue their health benefit coverage through this program, will remit the corresponding retiree premium rate as outlined in Exhibit “A” based on their cumulative years of service with any of the public entities within the benefit plan. Years of service is defined as the total of all years of service worked at any of the participating entities covered by this plan since 1984, or from the date any new entity joined the Clark County Self-Funded Group Medical and Dental Benefits Plan.
**MEDICAL/DENTAL**

**RATES FOR RETIREES WITH PART B MEDICARE ONLY**

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Effective January 1, 2003, employees that retire from one of the participating public entities, and elect to continue their health benefit coverage through this program, will remit the corresponding retiree premium rate as outlined in Exhibit “A” based on their cumulative years of service with any of the public entities within the benefit plan. Years of service is defined as the total of all years of service worked at any of the participating entities covered by this plan since 1984, or from the date any new entity joined the Clark County Self-Funded Group Medical and Dental Benefits Plan.

Effective January 1, 2008, premiums will be rounded down by one half of one cent for employees that are working less than 40 hours per week and are responsible for a prorate share of their health benefit cost.
RATES EFFECTIVE 01/01/20

CLARK COUNTY, NEVADA
AND AFFILIATES
MONTHLY COBRA RATES FOR CONTINUATION COVERAGE
UNDER THE SELF-FUNDED GROUP MEDICAL AND DENTAL BENEFITS PLAN
EXHIBIT B

EMPLOYEE & NON-PERS RETIREES COBRA RATES

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The above rates for continuation of coverage represent 102 percent of the applicable premium for similarly situated beneficiaries of the Plan with respect to whom a qualifying event has not occurred pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), P.L. 99-272, Title X, Section 10003, 100 Stat. 82, 232-237. Clark County Risk Management will collect the entire continuation of coverage rate from the individual who has requested continued coverage.
CLARK COUNTY
SELF-FUNDED GROUP MEDICAL
AND DENTAL BENEFITS PLAN

Plan Document
Effective January 1, 2020
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<thead>
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<th>TABLE OF CONTENTS</th>
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<td>Covered Medical Expenses</td>
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INTRODUCTION

This Plan Document describes the medical and dental benefits available to Plan Participants who are eligible to participate in the Clark County Self-Funded Group Medical and Dental Benefits Plan, as effective January 1, 2021. Coverage under the Plan will take effect for a Plan Participant when applicable waiting periods are satisfied and eligibility requirements are met.

No oral interpretations can change this Plan. The Plan Administrator fully intends to maintain this Plan indefinitely, however, it reserves the right to terminate, suspend, discontinue, or amend the Plan at any time and for any reason. Changes in the Plan may occur in any or all parts of the Plan including but not limited to benefit coverage, deductibles, maximums, co-payments, exclusions, limitations, definitions, and eligibility.

Plan participants enrolling in medical will automatically be enrolled in dental and vision. However, upon request Plan participants may opt out of dental and/or vision. This document summarizes the Plan rights and benefits for Plan Participants who are expected to read the Plan Document to understand the plan, what is required, how to become eligible for benefits, and what steps to take to ensure receipt of those benefits.

Plan Participants will be provided a listing of the participating hospitals and physicians of the Preferred Provider Organization (PPO). At the time of service, it is the Plan Participant's responsibility to confirm with the medical provider and/or facility that they continue to participate in the PPO. A telephone number is provided on your Identification Card to contact the network to assist you with locating providers in your area. Additionally, The Clark County website, http://www.clarkcounty.gov/researchink-management/Pages/default.aspx, contains links to many online provider directories under the Self-Funded PPO Network (Clark County Employees and Retirees Only) option. Printed provider directories are also available to you free of charge; however, due to changes, the printed directories become obsolete quickly.

The use of the PPO network and providers provides a higher level of benefits to Plan Participants. These participating hospitals and physicians of the network have agreed to extend a discount to Plan Participants who utilize their facilities. When claims for hospital services are processed, the amount of the discount will be shown on the Explanation of Benefits (EOB). This, of course, helps reduce the Plan Participant's liability for the cost of the services.

One of the advantages of a PPO network is the determination of what charge amounts are acceptable for benefit payment. As defined later in this document, covered expenses will be considered only up to the reasonable and customary charge for the geographic area in which the service is rendered. This means that if a PPO network physician bills an amount in excess of the reasonable and customary amount, Plan Participants cannot be billed for the excess charge.

In addition, the Plan provides an Out-of-Area benefit at the level shown in the Schedule of Medical Benefits to the following Plan Participants only in the event the Plan Participant uses a PPO network provider outside the State of Nevada, subject to prior approval:

- Plan Participants who reside outside the State of Nevada
- Plan Participants who reside within the State of Nevada, subject to prior approval
- Emergent services

All other Plan Participants will receive benefits at the Out-of-Network benefit when using a provider outside of the State of Nevada.

However, an out of network physician who bills an amount in excess of the reasonable and customary amount can bill Plan Participants for the excess charge. It is therefore to your benefit to use our PPO network. Excess charges will not be paid by the Plan. Excess charges paid by a Plan Participant are not considered towards annual deductibles and/or maximum out of pocket limits.

The Plan will pay benefits only for the expenses incurred while this coverage is in force. No benefits are payable for expenses incurred before coverage began or after coverage terminated, even if the expenses were incurred as a result of an accident, injury or disease that occurred, began, or existed while coverage was in force. An expense for a service or supply is incurred on the date the service or supply is furnished.
If the Plan is terminated, the rights of Plan Participants are limited to covered charges incurred before termination.

The Self-Funded Group Medical and Dental Benefits Plan continues to maintain an exemption from selected sections of the Health Insurance Portability and Accountability Act of 1996. See page 84-85 for additional details.

IT IS THE PARTICIPANT'S RESPONSIBILITY TO INSURE ALL ELIGIBILITY REQUIREMENTS ARE MET, AND TO OBTAIN THE NECESSARY DOCUMENTATION TO VERIFY ELIGIBILITY.
ELIGIBILITY PROVISIONS

Eligible Classes of Employees.
All Active and Retired Employees of the Employer who meet the eligibility requirements set forth herein.

Eligibility Requirements for Employee Coverage.
A person is eligible for Employee coverage from the first of the month following the day that he or she is:

1. A Full-Time, Active Employee of the Employer. An Employee is considered to be Full-Time if the employee routinely works in a position which is eligible for employer sponsored pension contribution, and the employee is on the regular payroll of the Employer for that work; and
2. Continuously employed for a period of sixty days as an Active Employee; or
3. A Retired Employee of the Employer who was covered on the Plan at the time they separated from active employment with the Employer; or
4. A surviving Spouse of a Retired Employee, provided such spouse was covered under the Plan at the time of the Retired Employee’s death; or
5. In a class eligible for coverage under the terms of the Plan in effect prior to the Effective Date, who, within 31 days of the date of termination of employment, becomes an Employee of another public entity which provides coverage under the group health plan; or
6. Currently covered as a dependent spouse of an Employee or Retiree, and who was a former covered Employee or Retiree covered by the Plan and has remained continuously covered under the Plan at the time of the employee or retiree’s termination of coverage, may revert back to employee or retiree status within 31 days of such date of termination of coverage providing the member submits a completed enrollment form within that time-frame to Clark County Risk Management; or
   Recalled, after a reduction in force or layoff, for employment by an Employer, as defined by the Plan, as a full-time employee, and who has remained continuously covered by the Plan as a COBRA participant; or
7. A person is eligible for Employee Medical coverage if mandated by the Affordable Care Act. Employees who, at the time of hire, are classified as full time employees who can reasonably be expected to work 30 hours per week or more will be eligible to enroll in a Medical plan as of their date of hire.

Employees whose hours cannot be determined to be 30 hours per week or more will be classified as a Variable Hour Employee and have their hours tracked during an “Initial Measurement Period.” That period will be the first 12 months of employment beginning the 1st of the month following their date of hire. If the employee averages at least 30 hours per week during the 12 month Initial Measurement Period, the employee will be offered Medical coverage for a 12 month period beginning the 1st of the month following 30 days after the end of the Initial Measurement Period. The employee must enroll in coverage according to Clark County requirements for coverage to become effective.

Employees who have gone through an Initial Measurement Period will also have their hours averaged during the Standard Measurement Period. Hours will be calculated following the Standard Measurement Period and if an employee is determined to have worked 30 or more hours per week on average, they will be offered Medical coverage. The Office of Risk Management will notify these employees of their eligibility. Coverage will begin on January 1st following the Standard Measurement Period, providing the employee enrolls in coverage according to Clark County requirements. This 12-month period of coverage is referred to as the Standard Stability Period.

Coverage will remain in effect for the entire 12-month Stability Period, providing the employee pays their portion of the premium, regardless of the number of hours the employee works during the subsequent Standard Measurement Period. Coverage will remain in effect for each Standard
Stability Period providing the employee works a minimum of 30 hours per week on average during each Standard Measurement Period, and pays the appropriate contribution.

Special Provisions for Elected Officials
The following provisions shall apply concerning benefits for Elected Officials.
1. Elected Officials. Individuals who are elected to county office shall be considered Employees for purposes of this Plan during the term of their elected position.
2. Waiting Period. Elected Officials are not required to serve a waiting period.
3. Effective Date. Elected Officials and their eligible Dependents will be covered under this Plan effective on the date the official takes the oath of office, so long as the Elected Official complies with the Plan’s Enrollment Requirements within 31 days of the date the oath of office is taken.

Special Provisions for Firefighters Transferring to an M-Plan
The following provisions shall apply concerning benefits for Employees who are Firefighters including Battalion Chiefs transferring to an M-Plan Position:
1. Waiting Period. A Firefighter described above is not required to serve a waiting period.
2. Actively at Work. A Firefighter described above and his or her Dependents must satisfy the Plan’s requirements concerning actively at work and enrollment.
3. Partial Year Coverage. A Firefighter described above and his or her Dependents will be credited with expenses incurred during the partial calendar year prior to becoming covered under this Plan for purposes of the Plan’s deductible requirements as if they had been covered under this Plan when such expenses were incurred.

A person eligible for Employee coverage must timely comply with all enrollment requirements in order to be covered by the Plan.

Dependent Eligibility
A Dependent is any one of the following persons:
1. A covered Employee’s Spouse. The term "spouse" shall mean the person recognized as the covered employee’s husband or wife under the laws of the state where the marriage was performed (celebrated). The Plan Administrator will require documentation proving a legal marital relationship. A Spouse who also qualifies as an eligible Employee will not be considered a Dependent for purposes of the Plan as long as such Spouse continues in the employment of the Employer.
2. A covered Employee’s children from birth to the limiting age of 26 years. The term "children" shall include: natural children, adopted children, children placed in the home for adoption, step-children, natural child of the covered grandfathered Domestic Partner, or children for whom a court has ordered coverage through a National Qualified Medical Child Support Order.

The Plan Administrator, at the administrator’s discretion, may require documentation such as certified marriage certificates, grandfathered domestic partner registrations, divorce decrees, social security identification, tax returns, certified birth certificates, adoption decrees, or copies of certified court orders.
Requirement for spousal enrollment in other group insurance. If a spouse is covered as a dependent of an employee or retiree covered by the Clark County Self-Funded Health Benefits Plan, and the spouse is employed by a company that offers an employee health benefit plan, or a retiree health benefit plan as a retiree of another company, and he/she is eligible for any such (non-HMO) coverage at a monthly cost equal to or less than the current Clark County employee and spouse employee premium deduction rounded to the next lowest $5.00 increment for employee only, the spouse is required to enroll in such other employer sponsored program. If the spouse declines any other employer-sponsored coverage, the Clark County Self-Funded Benefits Plan will provide coverage to the spouse at 20% of the Plan allowable, either the contracted rate or the reasonable and customary allowable when the contracted rate is not available, instead of the normal benefit payable for such service covered by the Clark County Self-Funded Plan.

If the dependent spouse of an employee misses his/her employer’s open enrollment period for the calendar year for which the employee is enrolling the newly eligible dependent spouse in this coverage, the above benefit limitation will be waived for the first year of the dependent spouse’s coverage, but not to exceed 12 months from the effective date of the dependent spouse’s coverage with this Plan.

Guardianship/Legal Custody Children
This coverage is only available to those guardianship/legal custody children who the Employee covered as a dependent on December 31, 2010. Guardianship/legal custody children who were not covered on December 31, 2010, are not eligible to be enrolled at a future date.

Subject to the foregoing limitation, if a covered Employee or spouse is the court appointed Legal Guardian or has court ordered Legal Custody of a minor child or minor children, these children may be enrolled in this Plan as covered dependents until that minor reaches majority (age eighteen in Nevada).

The plan shall require that the dependent be dropped from the coverage upon reaching majority as ineligible. In the case of extended guardianship (if applicable through state statutes), the Plan shall require copies of the new petition for extended guardianship and Letters of Guardianship issued as a result of this petition. The Plan Administrator shall also request annually a copy of the member’s tax return transcript from the Internal Revenue Service verifying the continued dependency of the minor child covered by this Plan through court appointed guardianship/custody.

If both the father and mother are Employees, their children or guardianship/legal custody children will be covered as Dependents of one employee, but not of both.

OR
Children [or] who are a covered dependent(s) of the Plan due to their relationship with a covered employee; who later become a benefit eligible employee must obtain primary coverage from the Plan and drop their dependent status.

A covered Dependent child who is Totally Disabled, incapable of self-sustaining employment by reason of mental challenge or incapacitation or physical disability, primarily dependent upon the covered employee for support and maintenance, and covered under the Plan when reaching age 26.

Documentation that a Dependent satisfies these conditions must be provided to the Plan Administrator within 31 days of the Dependent reaching age 26 or coverage will be terminated. The Plan Administrator may require, at reasonable intervals during the two years following the Dependent’s reaching age 26, subsequent proof of the child’s Total Disability and dependency.

After such two-year period, the Plan Administrator may require subsequent proof not more than once each year. The Plan Administrator reserves the right to have such Dependent examined by a Physician of the Plan Administrator’s choice, at the Plan’s expense, to determine the existence of such incapacity.

Ineligible for Dependent Coverage
These persons are excluded as Dependents:
- Individuals living in the covered Employee’s home, but who are not eligible as defined;
- The legally separated or divorced/annulled former Spouse of the Employee;
- An Employee’s Domestic Partner regardless of gender. Domestic Partners enrolled in the plan prior to January 1, 2018 will remain eligible;
- Parents of any Employee;
- Any person who is on active duty in any military service of any country;
• Any person who is covered or eligible for coverage under the Plan as an Employee;
• An Employee’s spouse who is not a United States Citizen, unless the individual is a lawful resident actively seeking permanent residency in the United States; or
• Persons legally present in the United States on a temporary basis, including those on a temporary visa, are not eligible for dependent coverage on the Plan.

A spouse/grandfathered domestic partner or child of a covered dependent child will not be eligible for coverage under this Plan.

The phrase child placed with a covered employee in anticipation of adoption refers to a child whom the employee intends to adopt, whether or not the adoption has become final, who has not attained the age of eighteen (18) as of the date of such placement for adoption. The term “placed” means the assumption and retention by such employee of legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

The term Legal Guardianship is a relationship established by Court Order giving the Employee or Employee's spouse/grandfathered domestic partner the legal authority, and the corresponding duty, to care for the personal interests of a minor child, called a ward.

NOTE: Keeping an ineligible dependent (spouse/grandfathered domestic partner or child) enrolled is considered fraudulent eligibility. Such fraudulent eligibility would permit the Plan to dis-enroll the ineligible dependent from the Plan retroactively to the date the dependent became ineligible. In addition, the Plan retains the right to seek recovery, from the Employee or Retiree, of any amounts paid for claims made on behalf of the ineligible dependent, and may seek other corrective and/or legal actions as deemed appropriate. An ineligible dependent is not eligible for COBRA upon disenrollment.
ENROLLMENT

An Employee must enroll for coverage by completing and signing an approved enrollment application. The covered Employee is also required to enroll for Dependent coverage.

Submission of this application is required before coverage will begin, even if the Employer provides coverage on a non-contributory basis.

The completed form must be received by the Plan Administrator no later than 31 days after the person becomes eligible for the coverage, or enrollment can only take place during the annual Open Enrollment period.

If enrolled, a family member of an Employee will become eligible for Dependent coverage on the first day that the Employee is eligible for Employee coverage and the family member satisfies all of the enrollment and eligibility requirements for Dependent coverage.

At any time, the Plan may require proof that a Spouse or a child qualifies or continues to qualify as a Dependent as defined by this Plan.

Enrollment Requirements for Newborn Children
Newborn children will automatically be covered for the first 31 days following birth. Coverage will cease beginning with the 32nd day unless the newborn child has been affirmatively enrolled as a Dependent in the plan by completing and submitting an approved enrollment change form by the end of the 60th day following the date of birth. Additionally, the employee will be required to submit a certified copy of the birth certificate and social security card/number, either with the approved enrollment form or as soon as a copy can be obtained.

If the child is required to be enrolled and is not enrolled by the end of the 60th day following the date of birth, enrollment can only take place as provided in the Open Enrollment provisions and will be subject to the Plan’s open enrollment limitations.

Enrollment Requirements for New or Eligible Dependents
When an employee acquires eligible dependents through marriage, birth, adoption or placement for adoption, they may add these dependents to their coverage by affirmatively requesting enrollment by the end of the 60th day following acquisition by completing and submitting an approved enrollment form. Additionally, the employee will be required to submit a copy of the applicable documentation (i.e. certified marriage certificate, certified adoption orders, certified birth certificate, etc. A copy of the individual’s social security card, or proof you have filed for it, is also required).

Enrollment is required regardless of whether you change enrollment tiers. If you are already enrolled in family coverage adding a child does not change your coverage tier, however, the new child must be affirmatively enrolled before coverage will be effective.

The Enrollment Period for newly eligible dependents is a period of 60 days and begins on the date of the marriage, birth, adoption or placement for adoption. If the dependent is not enrolled by the end of the 60th day following the event, enrollment can only take place as provided in the Open Enrollment Provisions and will be subject to the Plan’s Open Enrollment limitations.

Members shall have 90 days from the date of the Plan’s receipt of the enrollment request, to provide a copy of the certified birth certificate, certified marriage certificate, or other necessary dependent documentation, as required by the Administrator, to verify dependent eligibility.

Members shall provide a new enrollment form and accompanying documentation to the Plan upon a dependent’s change in status from legal guardianship to adoption within the time frames set forth above.

Enrollment Requirements for Dependents who suffer Involuntary Loss of Coverage
In the event an eligible dependent loses other group health insurance coverage involuntarily the employee may enroll such dependent within 31 days of such involuntary loss of coverage. To enroll the dependent, the employee must complete and submit an approved dependent enrollment/change form
within 31 days of such loss. Additionally, the employee will be required to submit a copy of verification of such loss from the former employer/plan administrator, and any other applicable documentation (i.e., certified marriage certificate, certified birth certificate, etc.). If the dependent, who suffers involuntary loss of coverage, is not enrolled within 31 days, enrollment may only take place as provided in the Open Enrollment Provisions.

Effective Dates for Special Enrollments
The effective date for dependents enrolled due to the events described above will be as follows:

1. In the case of marriage, the first of the month following the date the employee requests coverage for the spouse (signature date);
2. In the case of a Dependent’s birth, as of the date of birth;
3. In the case of a Dependent’s adoption or placement for adoption, the date the adoption is finalized and the Child is physically residing in the member’s home; or the date the child is placed for adoption, and is physically residing in the member’s home; or
4. In the case of involuntary loss of coverage, the first of the month beginning after the date of the completed request for enrollment and supporting documentation is received, or the date of the loss of coverage, whichever is later.

Medicaid or State Child Health Insurance Plan (SCHIP)
An employee may change his or her election under the Plan if:
1. The employee’s or dependent’s Medicaid or State Child Health Insurance Plan (SCHIP) coverage is terminated as a result of loss of eligibility; or
2. The employee or dependent becomes eligible for a premium assistance subsidy under Medicaid or SCHIP.

An individual must request special enrollment within 60 days of a qualifying event involving Medicaid or SCHIP (loss of eligibility or premium assistance eligibility).

Enrollment Requirements for Retired Employees and Surviving Spouses of Retired Employees
Employees who retire from participating Employers under the Plan, and the Retired Employee’s dependents, are eligible to continue Plan coverage at the time of Retiree’s retirement, on a contributory basis. To retain coverage upon retirement the Retiring Employee, or the Employee’s spouse if the Employee is physically incapacitated, must make written application for continued Plan coverage within 31 days of retirement. Failure to make written application within 31 days of retirement will cause coverage to terminate.

Employees who retire from participating Employers under the Plan, and who did not elect to continue Plan coverage at the time of retirement, or the surviving spouse of such a Retired Employee who is deceased, may re-enroll in Plan coverage in January of any even numbered year as provided by Nevada Revised Statute 387.0205. Only a surviving spouse, who was a Plan Participant under the Plan at some point during the Retired Employee’s lifetime, is eligible for enrollment under this provision.

Other Miscellaneous Enrollment Requirements
If two Employees (husband and wife) are covered under the Plan and the Employee who is covering the Dependent child terminates coverage, the Dependent coverage may be continued by the other covered Employee with no waiting period as long as coverage has been continuous. Written notification of such change must be made within 31 days.

If a person covered under this Plan changes status from Employee to Dependent or Dependent to Employee, and the person is covered continuously under this Plan before, during and after the change in status, credit will be given for deductibles and all amounts applied to maximums.

Required Documentation for covered Employees and their covered Dependents
Covered Employees who wish to switch medical plans or add an eligible Dependent during annual open enrollment or due to a qualifying event shall have 90 days from the date of the Plan’s receipt of the enrollment request, to provide a copy of the certified birth certificate, certified marriage certificate, or
other necessary dependent documentation, as required by the Administrator, to verify dependent eligibility. A copy of the Dependent’s Social Security card, or proof you have filed for it, is also required.

Covered Employees who gain an eligible Dependent mid-year must add Dependents to their coverage by affirmatively requesting enrollment by the end of the 60th day following acquisition by completing and submitting an approved enrollment form. Additionally, the covered Employee will be required to submit a copy of the applicable documentation (i.e., certified marriage certificate, certified adoption orders, certified birth certificate, etc. A copy of the Dependent’s Social Security card, or proof you have filed for it, is also required).

The mid-year Enrollment Period for newly eligible Dependents is a period of 60 days and begins on the date of the marriage, birth, adoption or placement for adoption. If the Dependent is not enrolled by the end of the 60th day following the event, enrollment can only take place as provided in the annual open enrollment Provisions and will be subject to the Plan’s annual open enrollment limitations. Covered Employees shall have 90 days from the date of the Plan’s receipt of the enrollment request, to provide a copy of the certified birth certificate, certified marriage certificate, or other necessary dependent documentation, as required by the Administrator, to verify dependent eligibility.

Timely Enrollment and Notification
The notification will be timely if the approved enrollment or change form is completed and is received by the Plan Administrator within the following time frames:

1. For New Employees the form must be received within 31 days after the person becomes eligible for the coverage, either initially or under a Special Enrollment Period.
2. For Newly eligible dependents the form must be received by the end of the 60th day following the date of the qualifying event.
3. For Employees and Retirees notification of an address change must be received within 31 days of the change of address.
4. For Retirees the form must be received within 31 days of retirement.

Disenrollment of Ineligible Dependents and Notification of Medicare Entitlement
You must notify your Employer within 31 days of a change in family status or when a covered dependent is no longer eligible for coverage or becomes eligible for other group health insurance coverage, or if there is a change in Medicare entitlement. This notification must be made by completing and submitting an approved change form to the Plan Administrator and/or providing appropriate documentation. The member’s failure to timely notify the Employer as required by this section may result in disenrollment of the member. The member will be responsible for all expenditures incurred by both the Plan and their Employer as a consequence of the member’s failure to provide the timely notification required by the Plan. These changes include, but are not limited to:

1. Date of death of spouse;
2. Effective date of the dissolution of marriage or final divorce decree;
3. Date of legal separation;
4. Guardianship/legal custody children who are no longer legally or financially dependent on the employee;
5. Retiree or covered dependent of Retiree that becomes eligible or ineligible for Medicare; or
6. Employee changes family status (i.e. no eligible Dependents, eligible Spouse only, eligible Spouse and Children only, and eligible Children only).
7. Dependent is no longer an eligible dependent as defined by the plan.

Dual Choice of Health Care Benefits
If you live in an area served by a “Health Maintenance Organization” (HMO), which has arranged with our group to make available to Employees a dual choice of health care benefits, you may enroll yourself and your eligible dependents for the benefits provided by the HMO, in place of this Plan’s coverage. This choice is available to new Employees upon becoming eligible for coverage. For those already covered under our Plan, it will be possible to transfer to the HMO during established annual Open Enrollment periods.
An Employee who is enrolled in the HMO may transfer to the Plan’s coverage at specified times as follows: (a) during the annual Open Enrollment periods, (b) the first of the month following your move out of the HMO service area, and (c) upon the HMO ceasing operation.

**Effective Date**

Effective Date of Employee Coverage. An Employee will be covered under this Plan as of the first day of the calendar month following the date that the Employee satisfies all of the following:

1. The Eligibility Requirement;
2. The Enrollment Requirements of the Plan; and,
3. The appropriate premium has been paid.

Effective Date of Dependent Coverage.

A Dependent’s coverage will take effect on the first day of the month following notification the Eligibility Requirement is met; the Employee is covered under the Plan; and all Enrollment Requirements are met.

If the employee or dependent lost the other coverage as a result of the individual’s failure to pay premiums or required contributions or for cause (such as making a fraudulent claim), that individual does not have a special enrollment right.

**Open Enrollment Period**

During the annual open enrollment period, covered Employees and their covered Dependents will be able to change health plans based on which benefits and coverage is right for them.

Benefit choices made during open enrollment period will become effective January 1st, and remain in effect until the next January 1st.

A Plan Participant who switches health plans during open enrollment or due to a qualifying event must confirm their dependents meet the Self-Funded Plans definition of dependent eligibility. A copy of the certified birth certificate, certified marriage certificate, or other necessary dependent documentation, as required by the Administrator, must be provided to verify dependent eligibility. A copy of the Dependent’s Social Security card, or proof you have filed for it, is also required.

A Plan Participant who fails to make an election during open enrollment will automatically retain his or her present coverage. Plan Participants will receive detailed information from their Employer.

Retirees who re-enroll coverage through a County sponsored HMO benefit plan, may switch to the Clark County Self-Funded Program during the annual Open Enrollment period, or due to a HIPAA qualified event.

**Employees and/or Dependents Enrolling as Late Participants**

Employees who have previously waived their group health insurance may elect to enroll during the annual open enrollment period for the following calendar year.

**Retiree Reinstatement**

Retirees of a Plan Participant Employer are eligible to re-instate coverage with this Plan in January of an even numbered year, as provided by NRS 287.0205, so long as:

1. The retiree was covered by the Plan on the last day of his or her active employment with the Participant Employer;
2. The Participant Employer was the retiree’s last public employer;
3. The retiree has retired into a defined benefit retirement plan, sponsored by the Participant Employer, including but not limited to PERS; and
4. The retiree complies with the requirements of NRS 287.0205 to seek reinstatement.

This provision shall be interpreted and applied in harmony with NRS 287.0205 and where NRS 287.0205 is in conflict with this provision, NRS 287.0205 will control, being interpreted to extend to the retirees of the Non-PERS participating Employers who are Participant Employers under this Plan.
Retiree/Dependent Reinstatement Enrollment:
The following enrollment process must be completed and documented received by Clark County Risk Management no later than January 31st, of an even numbered year.

1. Completion of Health Benefit Enrollment form. If retiree requests reinstatement of previously covered dependents, a copy of the certified marriage certificate for the spouse, and copy of the certified birth certificate for each child being reinstated will be required.

2. Coverage will be effective March first of an even numbered year following completion and receipt of the Plan approved enrollment form, and any applicable dependent records. PERS will be notified regarding applicable premium deduction from the retiree’s monthly retirement check. Non-PERS participating Employers shall collect retiree premiums on behalf of the Plan and deliver the premium payments to the Plan on behalf of the Non-PERS retiree.

Retirees may not participate as the subscriber in both the Public Employees Benefit Plan, and a Clark County & Affiliated Entity sponsored benefit program.

Section 125 Tax Regulations on This Plan
The Plan Administrator has chosen to administer this Plan in accordance with Section 125 regulations of the Internal Revenue Code. Per this regulation, by electing a pre-tax benefit, the Participant agrees to pretax salary reduction put toward the cost of his or her benefits.

Coverage Electives: Per Section 125 regulations, Participants are generally allowed to enroll for or change coverage only during each annual enrollment period. However, exceptions are allowed if the Plan Administrator agrees and the Participant enrolls for or changes coverage within 31 days (unless otherwise stated below) of the date the Participant meets the criteria shown below. The change must be consistent with the event.

Change of Status: A change in status is defined as:

• Change in legal marital status due to marriage, death of a spouse, or divorce;*

• Change in employment status of employee, spouse or dependent due to termination or start of employment, strike, lockout, beginning or end of unpaid leave of absence, including under the Family and Medical Leave Act (FMLA), or change in worksite;

• Changes in employment status of employee, spouse or dependent resulting in eligibility or ineligibility for coverage;

• Changes which cause a dependent to become eligible or ineligible for coverage; and*

• Change in residence from the network coverage area.

*The Enrollment Period for newly eligible dependents is a period of 60 days and begins on the date of the marriage, birth, adoption or placement for adoption. Refer to Enrollment section for details.

Court Order: A change in coverage due to a court order of the employee or other person to cover a dependent.

Change in Cost of Coverage: If the cost of benefits increases or decreases during a benefit period, the Plan Administrator may, in accordance with plan terms, automatically change the Participant’s elective contribution.

When the change in cost is significant, the Participant may either increase his or her contribution or elect less-costly coverage. When a significant overall reduction is made to the benefit option the Participant has elected, the Participant may elect another available benefit option. When a new benefit option is added, the Participant may change his or her election to the new benefit option.

Changes In Coverage of Spouse or Dependent Under Another Employer’s Plan: The Participant may make a coverage election change if the plan of the Participant’s Spouse or Dependent (a) incurs a change such as adding or deleting a benefit option; (b) allows election changes due to Special
Enrollment, Change in Status, Court Order or Medicare or Medicaid Eligibility/Entitlement; or (c) this Plan and the other plan have different periods of Coverage or open enrollment periods.

Revocation Due to Reduction In Hours: The Participant may revoke coverage under this Plan if he or she experiences a change in employment status so that the Participant is reasonably expected to average less than 30 hours of service per week, even if such a change does not cause the Participant to be ineligible, and the revocation of the election of coverage corresponds to the intended enrollment of the Participant and his or her dependents in another plan that provides minimum essential coverage with an effective date no later than the first day of the second month following the date coverage under this Plan is revoked.

Revocation Due to Enrollment in a Qualified Health Plan: The Participant may revoke coverage under this Plan if he or she is eligible for a Special Enrollment Period in a Qualified Health Plan through a Marketplace or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period and the revocation of the election of coverage corresponds to the intended enrollment of the Participant and his or her dependents in a Qualified Health Plan through a Marketplace for new coverage with an effective date no later than the day immediately following the last day of coverage under this Plan.

There may be additional situations that qualify for a special enrollment opportunity. Contact the Plan Administrator for additional details.
TERMINATION OF BENEFITS

When Employee Coverage Terminates
Employee coverage will terminate on the earliest of these dates. A covered Employee may be eligible for COBRA continuation coverage except in certain circumstances. For a complete explanation of when COBRA continuation coverage is available, what conditions apply and how to select it, see the section entitled Continuation of Coverage.

1. The date the Plan is terminated.
2. The last day of the calendar month in which the covered Employee ceases to be in one of the Eligible Classes. This includes death or termination of employment of the covered Employee. (See the Continuation of Coverage section)
3. The end of the period for which the required contribution has been paid if the charge for the next period is not paid when due.

Good Faith Reliance upon Information Provided
The Employer has issued coverage in reliance upon the truth and accuracy of all information furnished to the Employer and to the Plan Administrator by the Employee or retiree and their claimed dependents. In the event any such information is determined to have been untrue, inaccurate or incomplete, the Plan Administrator shall have the right to declare coverage for the employee/retiree or their claimed dependents null and void as of the original effective date of coverage. Any misuse of a Plan Participant’s identification, membership information, or misrepresentation of information deemed by the Plan Administrator to be material to Plan coverage or payment, whether the misrepresentation is by omission or commission, will be grounds for dis-enrollment of the employee/retiree and their claimed dependents from this coverage. The member will be responsible for full reimbursement to the Plan and to their Employer for any expenditure made by the Plan or the Employer in reliance upon such misrepresentations. Said reimbursement must be made within 31 days of the member’s receipt of notification of the amount of the expenditure owed. Failure to make timely reimbursement will be further grounds for dis-enrollment, and may result in a civil action or referral for criminal prosecution. If dis-enrolled under this provision of the Plan the employee and the employee’s dependents may not be eligible for future Open Enrollment.

Continuation During Periods of Employer-Certified Disability, Leave of Absence or Layoff A person may remain eligible for a limited time if active, full-time work ceases due to disability, leave of absence or layoff. This continuance will end as follows:
1. For disability leave only: the date the Employer ends the continuance.
2. For leave of absence or layoff only: the end of the six (6) calendar month period that next follows the month in which the person last worked as an Active Employee. Any Employee on authorized leave without pay, who fails to make premium payments as required by the Employer, will have coverage under the Group Plan terminated on the first date for which no premium payments have been paid.

While continued, coverage will be that which was in force on the last day worked as an Active Employee. However, if benefits reduce for others in the class, they will also reduce for the continued person.

Rehiring a Terminated Employee
A terminated Employee who is rehired within 30 days of termination will have their previous elections reinstated. If the rehire date is after 30 days from the date of termination, the rehired employee will be treated as a new hire and be required to satisfy all Eligibility and Enrollment requirements.

When Dependent Coverage Terminates
A Dependent’s coverage will terminate on the earliest of these dates. A covered Dependent may be eligible for COBRA continuation coverage except in certain circumstances. For a complete explanation of when COBRA continuation coverage is available, what conditions apply and how to select it, see the section entitled Continuation of Coverage:
1. The date the Plan is terminated.
2. The date that the Employee’s coverage under the Plan terminates for any reason including death.
3. The date dependent coverage is terminated under the Plan.
4. On the last day of the calendar month that he or she ceases to be a dependent as defined by the Plan. (See the Continuation of Coverage section.)
5. The end of the period for which the required contribution has been paid if the charge for the next period is not paid when due.
6. The end of the 90 day period following the administrator's initial request for certified birth certificates, certified marriage certificates or other necessary dependent documentation.

Extension of Benefits
In the event coverage terminates for any reason while benefits are being paid, and it is established that:
1. You or your Dependent was totally disabled when such coverage terminated; and
2. You provide a statement from a physician verifying the disability, and your disability was certified by our utilization review company; and
3. Expenses are incurred in connection with the accident or illness causing such total disability; and
4. The total Maximum Annual Benefit Amount of benefits has not been paid.

Benefits with respect to expenses incurred in connection with the injury or illness causing such disability will be continued during such total disability until either:
1. Twelve months from the date on which coverage terminated;
2. The total Maximum Annual Benefit Amount has been paid;
3. The Employee or Dependent ceases to be totally disabled; or
4. Termination of the Plan, whichever occurs first.

Family and Medical Leave Act
The Family and Medical Leave Act (FMLA) provides leaves of absence up to 12 weeks for the birth or adoption of a child, care of an immediate family member with a serious health condition, or because of the employee's inability to perform the functions of his or her job due to the employee’s own serious health condition. Health coverage benefits during your approved leave of absence under the Family and Medical Leave Act will continue as long as you pay any required contributions. If you do not return to work at the end of an approved leave, you will be required to reimburse the employer the difference between any required contributions and the total monthly premium.

It is the employee’s responsibility to request leave under the FMLA and to comply with all requests for information, such as medical certifications, made by your employer. When the need for leave is foreseeable, the employee must provide reasonable prior notice and make efforts to schedule leave so as not to disrupt company operations. If you have any questions concerning your rights under the Family and Medical Leave Act, or your employer’s responsibilities under the Act, please contact the Office of Risk Management.

Service Member Family Leave: An eligible employee who is the spouse, son, daughter, parent, or next of kin of a service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to 26 weeks of leave in a single 12-month period to care for the service member. This leave is available during a “single 12-month period” during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave combined.

Military Leave of Absence
(The Uniformed Services Employment and Reemployment Rights Act of 1990)
In the event an employee is called to active duty, he may elect to continue Plan coverage for up to 24 months, beginning on the date the employee’s absence starts. The employee may be required to pay up to 102% of the full premium cost for continuation coverage, except a person on active duty for 30 days or less will not be required to pay more than the employee’s share, if any, for the coverage. These rights apply only to employees and their dependents covered under the Plan before leaving for military service. If you have any questions regarding military leave of absence, continuation of coverage, the cost of continued coverage or the maximum period of such coverage, please contact the Office of Risk Management.
If your participation in this Plan is terminated by reason of service in the uniformed services, your coverage will be reinstated upon re-employment without any exclusions or waiting periods that would not have applied if coverage had not been terminated. However, applicable exclusions may be imposed with respect to coverage of any illness or injury determined by the Secretary of Veterans Affairs to have been incurred or aggravated during service in the military.

Uniformed services means the Armed Forces; the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty; the commissioned corps of the Public Health Service; and, any other category of person designated by the President in time of war or national emergency. Military fitness examinations also are considered service in the uniformed services. ROTC members are considered to be in uniformed services.
CONTINUATION OF COVERAGE

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that continuation of employer-sponsored health care coverage be made available to formerly covered employees and dependents for a specified period of time at their own expense.

The COBRA regulations give certain persons the right to continue their health care benefits beyond the date that they might otherwise terminate. The entire cost (plus the administrative fee allowed by law) must be paid by the continuing person. Coverage will end if the covered individual fails to make timely payment of premiums.

Complete instructions on COBRA will be provided by the Plan Administrator to Plan Participants who become qualified beneficiaries under COBRA.

Plan Administrator - The plan administrator is CLARK COUNTY RISK MANAGEMENT; P.O. Box 321711, Las Vegas, NV 89155-1711; (702) 455-4344. The Plan Administrator is responsible for administering COBRA continuation coverage.

For notification purposes, employees should contact their individual Employer/Affiliate as listed on the back cover of this plan document.

Under federal COBRA law, should you lose your group health insurance because of one of the below listed qualifying events, covered employees and covered family members (called qualified beneficiaries) will be offered the opportunity for a temporary extension of health coverage (called "Continuation Coverage") at group rates which you will be required to pay. This notice is intended to inform all plan participants, in a summary fashion of your potential future options and obligations under the continuation coverage provisions of federal law. Should an actual qualifying event occur in the future, the plan administrator will send you additional information and the appropriate election notice at that time. Please take special note, however, of your notification obligations and procedures which are highlighted in this description!

Qualifying Events For A Covered Employee - If you are the covered employee, you will become a qualified beneficiary and have the right to elect this health plan continuation coverage if you lose your group health coverage because of a termination of your employment (for reasons other than gross misconduct on your part) or a reduction in your hours of employment.

Qualifying Events For A Covered Spouse - If you are the covered spouse of an employee, you will become a qualified beneficiary and have the right to elect this health plan continuation coverage for yourself if you lose group health coverage because of any of the following reasons:

1. A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment;
2. The death of your spouse;
3. Divorce or, if applicable, legally separate from your spouse; or
4. Your spouse becomes enrolled in Medicare (Part A, Part B, or both).

Qualifying Events For Covered Dependent Children - If you are the covered dependent child of an employee, you will become a qualified beneficiary and have the right to elect continuation coverage for yourself if you lose group health coverage because of any of the following reasons:

1. A termination of the parent-employee's employment (for reasons other than gross misconduct) or reduction in the parent-employee's hours of employment;
2. The death of the parent-employee;
3. Parent's divorce or, if applicable, legally separate;
4. The parent-employee becomes enrolled in Medicare (Part A, Part B, or both); or
5. You cease to eligible for coverage as a "dependent child" under the terms of the health plan.
PROTECT YOUR GROUP HEALTH INSURANCE CONTINUATION COVERAGE RIGHTS!
EMPLOYEE/QUALIFIED BENEFICIARY 60 DAY NOTIFICATION REQUIREMENT!

Under group health plan rules and COBRA law, the employee, spouse, or other family member has the responsibility to notify the benefits department of their own employer/affiliate of a divorce, legal separation, or a child losing dependent status under the plan. Please read the Termination of Benefits section of this document for specific information on when a dependent ceases to be a dependent under the terms of the plan. To protect your continuation coverage rights in these two situations, this notification must be made within 60 days from whichever date is later, the date of the event or the date on which health plan coverage would be lost under the terms of the insurance contract because of the event. Procedures for making proper and timely notice are as outlined on in the Eligibility and Enrollment sections of this plan document.

If this notification is not completed according to the outlined procedures and within the required 60 day notification period, then rights to continuation coverage will be forfeited. In addition, keeping an individual covered by the health plan beyond what is allowed by the plan may be considered insurance fraud on the part of the employee.

If the qualifying event is a termination of employment, reduction in hours, death, enrollment in Medicare (Part A, Part B, or both), or if retiree coverage is provided, the employer will notify the Plan Administrator within 30 days following the date coverage ends.

Election Period And Coverage - Once the plan administrator learns a qualifying event has occurred, the plan administrator will notify qualified beneficiaries of their rights to elect continuation coverage. Each qualified beneficiary has independent election rights and will have 60 days to elect continuation coverage. The 60 day election window is measured from the later of the date health plan coverage is lost due to the event or from the date of notification. This is the maximum period allowed to elect continuation coverage as the plan does not provide an extension of the election period beyond what is required by law. For each qualified beneficiary who elects group health insurance continuation coverage, coverage will begin on the date that coverage under the plan would be lost because of the event. If a qualified beneficiary does not elect continuation coverage within this election period, then rights to continue health insurance will end and they cease to be a qualified beneficiary.

If a qualified beneficiary elects continuation coverage, they will be required to pay the entire cost for the health insurance, plus a 2% administration fee. Clark County is required to provide the qualified beneficiary with coverage that is identical to the coverage provided under the plan to similarly situated non-COBRA participants and/or covered dependents. Should coverage change or be modified for non-COBRA participants, then the change and/or modification will be made to your coverage as well.

Initial premium is due no later than 45 days after electing COBRA coverage. Subsequent premium payments are due on the 1st of each month and will be considered late if not received or post-marked by the 30th day after the due date. Payment is considered not received if a check is returned for insufficient funds.

Length of Continuation Coverage - 18 Months. If the event causing the loss of coverage is a termination of employment (other than for reasons of gross misconduct) or a reduction in work hours, then each qualified beneficiary will have the opportunity to continue coverage for 18 months from the date of the qualifying event. Exception: If you are participating in a health flexible spending account at the time of the qualifying event, you will only be allowed to continue the health flexible spending account until the end of the current plan year in which the qualifying event occurs.

Social Security Disability Extension - The 18 months of continuation coverage can be extended for an additional 11 months of coverage, to a maximum of 29 months, for all qualified beneficiaries if the Social Security Administration determines a qualified beneficiary was disabled according to Title II or XVI of the Social Security Act on the date of the qualifying event or at any time during the first 60 days of continuation coverage. It is the qualified beneficiaries responsibility to obtain this disability determination from the Social Security Administration and provide a copy of the determination to Clark County, Nevada according to the below listed notification procedures within 60 days after the date of determination and
before the original 18 months expire. In general, if coverage is extended due to a Social Security Disability, premium rates will be raised to 150% of the applicable rate.

Secondary Event Extension - Another extension of the 18 or above mentioned 29 month continuation period can occur, if during the 18 or 29 months of continuation coverage, a second qualifying event takes place such as a divorce, legal separation, death, Medicare entitlement, or a dependent child ceasing to be a dependent. If a second event occurs coverage will be extended to 36 months from the date of the original qualifying event date for eligible dependent qualified beneficiaries. It is the qualified beneficiaries responsibility to notify Clark County, Nevada according to the below listed notification procedures within 60 days of the second event and within the original 18 or 29 month continuation timeline. In the case of a newborn or adopted child that is added to a covered employees continuation coverage, then the first 60 days of continuation coverage for the newborn or adopted child is measured from the date of the birth or the date of the adoption. In no event, however, will continuation coverage last beyond three years (36 months) from the date of the event that originally made the qualified beneficiary eligible for continuation coverage. A reduction in hours followed by a termination of employment is not a second event.

Social Security Disability/Second Qualifying Event Notification Procedures - See prior paragraph.

Length of Continuation Coverage - 36 Months. If the original event causing the loss of coverage was the death of the employee, divorce, legal separation, Medicare entitlement, or a dependent child ceasing to be a dependent under the elected plan, then each dependent qualified beneficiary will have the opportunity to continue coverage for 36 months from the date of the qualifying event.

Eligibility and Premiums - A qualified beneficiary does not have to show they are insurable to elect continuation coverage; however, they must have been actually covered by the plan on the day before the event to be eligible for continuation coverage. An exception to this rule is if while on continuation coverage a baby is born to or adopted by a covered employee qualified beneficiary. If this occurs, the newborn or adopted child can be added to the plan and will gain the rights of all other qualified beneficiaries. The COBRA timeline for the newborn or adopted child is measured from the date of the original qualifying event. Procedures and timelines for adding these individuals can be found in your benefits booklets and must be followed. The plan administrator reserves the right to verify continuation eligibility status and terminate continuation coverage retroactively if a qualified beneficiary is determined to be ineligible or if there has been a material misrepresentation of the facts.

A qualified beneficiary will have to pay all of the applicable premium plus a 2% administration charge for continuation coverage. These premiums will be adjusted during the continuation period if the applicable premium amount changes. In addition, if continuation coverage is extended from 18 months to 29 months due to a Social Security disability, Clark County can charge up to 150% of the applicable premium during the extended coverage period. Qualified beneficiaries will be allowed to pay on a monthly basis. In addition there will be a maximum grace period of 30 days for the regularly scheduled monthly premiums.

Cancellation Of Continuation Coverage - The law provides that if elected and paid for, your continuation coverage will end prior to the maximum continuation period for any of the following reasons:

1. Clark County and/or Affiliates ceases to provide any group health plan to any of its employees;
2. Any required premium for continuation coverage is not paid in a timely manner;
3. A qualified beneficiary first becomes, after the date of COBRA election, covered under another group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition of such beneficiary other than such an exclusion or limitation which does not apply to or is satisfied by such beneficiary by reason of the Health Insurance Portability and Accountability Act;
4. A qualified beneficiary first becomes, after the date of COBRA election, entitled to Medicare;
5. A qualified beneficiary extended continuation coverage to 29 months due to a Social Security disability and a final determination has been made that the qualified beneficiary is no longer

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disabled.

6. A qualified beneficiary notifies The Plan Administrator they wish to cancel continuation coverage.

7. For cause, on the same basis that the plan terminates the coverage of similarly situated non-COBRA participants.

Should continuation coverage be terminated for one of the above reasons, a notice will be sent to you at that time outlining any available health coverage options that may be available to you.

Notification of Address Change - In order to protect your group health insurance continuation coverage rights and to insure all covered individuals receive information properly and efficiently, you are required to notify Clark County or your employer’s benefits office of any address change as soon as possible. Failure on your part to do so will result in delayed notifications or a loss of continuation coverage options. If any of your covered dependents do not live at your same address, please notify your benefits office immediately.

Should an actual qualifying event occur and it is determined that you are eligible for continuation, you will be notified of all your actual rights at that time. Should you have any questions regarding the information contained in this notice, you should contact Clark County Risk Management or your employer’s benefit office, or you may contact the Centers for Medicare and Medicaid (CMS) via email at phyg@cms.hhs.gov or call toll free at 1-877-267-2323, option #4, extension 61565.

Note: Payment will not be considered made if a check is returned for non-sufficient funds.

The Plan Administrator reserves the right to terminate Plan coverage retroactively to the date the employee or covered dependent lost their eligibility under the terms of the employer-sponsored health care plan. This section of the Plan Document is a summary of a very complicated law. In the event of any inconsistency between this Notice and federal law, federal law will take precedence.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA coverage, you should contact The COBRA Administrator or you may contact the Centers for Medicare and Medicaid (CMS) via email at phyg@cms.hhs.gov or call toll free at 1-877-267-2323, option #4, extension 61565.

You may also visit the COBRA section on the CMS website:


Keep Your Plan Informed of Address Changes

In order to protect your family’s rights, you should keep the Plan Administrator informed of any changes in the address of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.
COORDINATION OF BENEFITS PROVISION

The purpose of this Plan is to provide you with reimbursement of your covered medical and dental expenses based on the description of coverage as outlined in the booklet. In the event that you or any of your covered dependents incur expenses for which benefits are payable under this Plan and at the same time benefits are payable under any other plan, this Plan will coordinate benefits. In coordinating benefits, this Plan will be either primary or secondary depending on the rules below.

- When this Plan is primary, it will pay the Reasonable and Customary Charge without regard to the other plan’s payment.
- When this Plan is secondary, it will pay the Reasonable and Customary Charge after the other plan has paid as well as subtract the other plan’s payment. In addition, this Plan will calculate the Reasonable and Customary Charge to include your cost sharing responsibility associated with the other plan’s payment. If this Plan pays secondary, in no event will the Plan’s calculation of the Reasonable and Customary Charge exceed the amount this Plan would have paid if it were primary.

If a covered dependent has pharmacy benefits through their primary health benefit plan, they must utilize the benefits of the primary pharmacy benefit first. This pharmacy benefit does not coordinate with the primary pharmacy benefit plan.

For a change to be allowable it must be a Reasonable and Customary Charge and at least part of it must be covered by one of the Group Plans covering the person for whom the claim is made. In the case of a contracted provider, the Plan will allow up to the Clark County Self-Funded contracted rate. When this Plan is the secondary Plan, this Plan will allow for the reimbursement of the primary carrier’s preferred provider co-payment, not to exceed this Plan’s contracted rate when applicable, or the reasonable and customary allowable, excluding services provided at University Medical Center in Las Vegas.

In the case of HMO (Health Maintenance Organization) and Medicare plans, this Plan will not consider any charges in excess of what an HMO or Medicare provider has agreed to as payment in full. Also, when an HMO or Medicare pays its benefits first, this Plan will not consider as allowable charges any charges that would have been covered by the HMO or Medicare had the Plan Participant used the services of an HMO or Medicare provider.

In the case of service type plans where services are provided as benefits, the reasonable cash value of each service will be the allowable charge.

Some examples of other types of coverage with which benefits will be coordinated are:

- Any policy of insurance through an insurance company, including individual coverage.
- Any insurance or any other arrangement of benefits for individuals of a group, including coverage for students sponsored by or provided through a school or other educational institution.
- Any pre-payment coverage or any other coverage toward the costs of which any employer makes contributions or payroll deductions or any labor union makes contributions.
- Any governmental program or coverage required by statute, including Medicare.
- Liability, homeowner’s, or automobile insurance, which is subject to any Motor Vehicle Financial Responsibility Law. This Plan shall have secondary liability for those medical expenses incurred as a result of a motor vehicle accident, on behalf of a Plan Participant subject to any state automobile insurance law, regardless of the terms and conditions of any specific automobile policy. Furthermore, if a Plan Participant has no personal injury protection or medical benefits coverage, in a state where such coverage is mandated, coverage under this Plan shall be reduced by the minimum coverage requirement of the state with jurisdiction. In addition to the above, for those Plan Participants subject to the law of any state which permits issuance of a state mandated motor vehicle policy with an optional high personal injury protection deductible, this Plan shall not recognize as a covered expense, the personal injury protection deductible selected by any Plan Participant. Such deductible amount shall be the direct responsibility of the Plan Participant.

Order of Benefit Determination

The following rules are used to establish the order of benefit determination when there are medical and/or dental claims when this plan and another plan cover the same individual. A plan that does not contain a coordination of benefits provision will automatically be the primary payer.

Non-Dependent or Dependent: The Plan covering the person other than as a dependent (for example, as an employee, subscriber, or retiree) is the primary plan, and the plan covering the person, as a dependent in the secondary plan. Medicare rules provide one exception to the rule. If the person is a Medicare beneficiary and covered as a dependent by a group health plan then Medicare is
secondary to the plan covering the person as a dependent of an active employee.

**Employee or Retiree** - If an individual is covered under one plan as an employee and another plan as a retiree, the employee plan is primary. However, if an individual is covered both as a retiree under one plan and as a dependent under a spouse’s employee plan, order of benefit determination is that the retiree plan pays first and the dependent plan pays second.

**Continuation Coverage (COBRA)** - If an individual has continuation coverage under the federal COBRA law or state continuation laws and is also covered under another group health plan as an employee or retiree, then the continuation coverage pays second.

**Coverage for Employees and Dependents over the age of 65** - If you are an active employee over age 65, the Clark County Self-Funded Group Medical and Dental Benefits Plan will be the primary payer of benefits and Medicare will be secondary until retirement.

**Coverage for Retiree and Dependents (including Pernamently Disabled Dependents of a Retiree)** - If you or your Dependents reach age 65 or become eligible to enroll in Medicare Part A or Parts A and B, this Plan will pay as secondary to Medicare for medical claims regardless of your or your Dependents' actual age in Medicare Part A and/or Part B. The Plan will pay for outpatient prescription drug coverage in accordance with the Employer Group Waiver Plan (EGWP) section of the Prescription Drug Expense Benefit Provision. The specific rules establishing the order of benefit determination for a child covered under more than one plan are as follows:

- **Birthday Rule** - The primary plan is the plan of the parent whose birthday is earlier in the year, if the parents are married or if a court order awards joint custody without specifying which parent has responsibility for providing health care coverage. If both parents have the same birthday, the benefits of the benefit plan which has covered the patient for the longer time are determined before those of the benefit plan which covers the other parent.

- **Court Order** - If a court order specifies that one parent is responsible for health coverage, then the plan of that parent will be the primary plan.

- **Parents Are Separated Or Divorced Over-Decedced** - In the absence of a specific court order, the order of benefit determination is as follows:
  * The plan of the custodial parent.
  * The plan of the spouse of the custodial parent.
  * The plan of the noncustodial parent.
  * The plan of the spouse of the noncustodial parent.

- **Adult Child** - If an adult child is covered as a dependent child under this plan and is married or has a grandfathered domestic partner and covered under the spouse's or grandfathered domestic partner's group health plan, the spouse/grandfathered domestic partner plan will be the primary plan.

When the above referenced rules fail to establish an order of benefit determination, the plan that has covered the person for the longer period of time is the primary payer.

When the coordination of benefits provisions of the plan are valid under the applicable law and conflict with the coordination of benefits provisions of this Plan, then the benefits payable under this Plan will be reduced to the amount which would be paid in equal proportion by each plan (50/50 compromise). Benefits will be further reduced to the extent necessary so that the sum of such benefits will not exceed the total allowable expenses.

If a Plan Participant is under a disability extension from a previous benefit plan, that benefit plan will pay first and this Plan will pay second.

If a Plan Participant is covered as retired member by this Plan and as a retired member by another plan, the plan that covered the member as a retiree the longest will pay first.

Whenever payments that should have been made under this Plan were made by another plan, this Plan shall have the right, exercisable alone and at its sole discretion, to reimburse the other plan in the amount that would have been paid by this Plan. Such reimbursement shall be deemed payment for covered services and the claim shall be fully discharged from liability.

**Requirement for Spousal Enrollment in Other Group Insurance**

If a spouse is covered as a dependent of an employee or retiree under the Clark County Self-Funded Health Benefit Plan and has access to a non-HMO health benefit plan through his or her own employer or former employer at a monthly cost equal to or less than the current Clark County employee and spouse employee premium deduction rounded to the next lowest $5.00 increment for employee only, the spouse is required to enroll in such other employer sponsored program.
If the spouse declines any other employer-sponsored coverage, this Plan will provide coverage to the spouse at 20% of the Plan's regular allowable, either the contracted rate or the reasonable and customary allowable when the contracted rate is not available.

If the dependent spouse of an employee misses his/her employer's open enrollment period for the calendar year for which the employee is enrolling the newly eligible dependent spouse in this coverage, the above benefit limitation will be waived for the first year of the dependent spouse's coverage. Such waiver will not exceed 12 months from the effective date of the dependent spouse's coverage with this Plan.

Coordination with Medicare

Entitlement to Medicare Coverage: Generally, anyone age 65 or older is entitled to Medicare coverage. Anyone under age 65 who is entitled to Social Security Disability Income Benefits is also entitled to Medicare coverage after a waiting period.

Medicare Participants May Retain or Cancel Coverage Under This Plan: If you, your covered Spouse or Dependent Child becomes covered by Medicare, whether because of end-stage renal disease (ESRD), disability, or age, you may either retain or cancel your coverage under this Plan. If you and/or any of your Dependents are covered by both this Plan and by Medicare, as long as you remain actively employed, your medical expense coverage will continue to provide the same benefits and your contributions for that coverage will remain the same with the exception of members who are eligible for Medicare due to ESRD. Active members who are eligible for Medicare due to Social Security disability or reaching age 65, this Plan pays first and Medicare pays second. If you are covered as a retiree under this Plan and entitled to Medicare, Medicare coverage will pay first and this Plan will pay second.

If you are covered by Medicare and you cancel your coverage under this Plan, coverage of your Spouse and/or your Dependent Child(ren) will terminate, but they may be entitled to COBRA Continuation Coverage. See the COBRA chapter for further information about COBRA Continuation Coverage. If any of your Dependents are covered by Medicare and you cancel that Dependent's coverage under this Plan, that Dependent will not be entitled to COBRA Continuation Coverage.

Coverage Under Medicare and This Plan When You Are Totally Disabled: If you become Totally Disabled and entitled to Medicare because of your disability, you will no longer be considered to remain actively employed. As a result, once you become entitled to Medicare because of your disability, Medicare pays first and this Plan pays second.

Coverage Under Medicare and This Plan When You Have End-Stage Renal Disease: If while you are actively employed, you or any of your covered Dependents become entitled to Medicare because of end-stage renal disease (ESRD), this Plan pays first and Medicare pays second for 30 months starting the earlier of the month in which Medicare ESRD coverage begins or the first month in which the individual receives a kidney transplant. Then, starting with the 31st month after the start of Medicare coverage, Medicare pays first and this Plan pays second. Once a member becomes eligible for Medicare coverage as a result of ESRD, the member is required to retain such coverage. If the member fails to retain Medicare coverage, the Plan will estimate the Medicare benefits and pay as secondary beginning the first day of the 31st month.

How Much This Plan Pays When It Is Secondary to Medicare

- **When the Plan Participant is Covered by Medicare Parts A and B:** When the Plan Participant is covered by Medicare Parts A and B and this Plan is secondary to Medicare, the Plan pays benefits according to the following: In the case of Medicare Assigned claims, this plan will pay the 20% of the Medicare approved amount, and the Medicare Part A or Part B deductible, provided there is sufficient Self-Funded benefit available with respect to that claim. In the case of non-covered Medicare unassigned claims, the payment of benefits will be based on the Clark County Self-Funded allowable and plan provisions. In no event will benefits exceed the benefits provided to active employees.

- **When a Plan Participant is Covered by Medicare + Choice (Part C):** This Plan provides benefits that supplement the benefits you receive from Medicare Part A and B coverage. If a Plan Participant is covered by a Medicare + Choice (Part C of Medicare) and obtains medical services or supplies in compliance with the rules of that program (including, without limitation, obtaining all services in Network when the Medicare Part C requires it), this Plan will reimburse all applicable co-payments. However, if the Plan Participant doesn't comply with the rules of the Medicare Part C program, including without limitation, approved referral, preauthorization or case management requirements, and this plan will NOT provide any health care services or supplies or pay any benefits for any services or supplies that the Plan Participant receives.

- **When the Plan Participant is Not Covered by Medicare:** You are responsible to enroll for all Medicare coverage for which you are eligible. This Plan will pay as primary if you are on Medicare but not eligible for Medicare Part A. However, this Plan will always be secondary to Medicare Part B, whether or not you have enrolled; this Plan will estimate Medicare's benefit and this Plan will only pay up to 20% of the Plan's allowable.

- **When the Plan Participant Enters Into a Medicare Private Contract:** Under the law, a Medicare Participant is entitled to enter
into a Medicare private contract with certain Health Care Practitioners under which he or she agrees that NO claims will be submitted to or paid by Medicare for health care services and/or supplies furnished by the Health Care Practitioner. If a Medicare participant enters into such a contract, this Plan will NOT pay any benefits for any health care services and/or supplies the Medicare participant receives pursuant to it.

Please note: If a member seeks services from a provider that accepts Medicare, benefits will be coordinated based on in-network cost sharing; however, if the provider does not accept Medicare, benefits will be coordinated based on whether the provider is considered in-network or out-of-network based on the County’s provider network hierarchy.
IMPORTANT HIGHLIGHTS

Clark County believes this plan is a "non-grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act).

Questions regarding what might cause a plan to change from grandfathered health plan status can be directed to Clark County Risk Management Department. You may also contact the Employee Benefit Security Administration, U.S. Department of Labor at 1-866-444-3272 or www.dol.gov/ebri/healthform.

1. **MANDATORY PRE-AUTHORIZATION**
   You must obtain Pre-Authorization for certain health procedures. Refer to the applicable Care Management Program Section of this Plan Document. See pages 36 & 37 for a list of procedures requiring pre-authorization.

2. **BILLS SHOULD BE SUBMITTED FOR PAYMENT ON A TIMELY BASIS**
   Claims filed more than 12 months after the date of service will not be eligible for payment.

A Plan Document/DPD is intended to summarize the features of your Self-Funded Group Medical and Dental Benefits Plan in clear, understandable, and informal language. The terms under which the plan administrators benefits are contained in this booklet.

The Clark County Self-Funded Group Medical and Dental Benefits Plan generally allows the designation of a primary care provider. You have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. For children, you may designate a pediatrician as the primary care provider. For information on how to select a primary care provider, and for a list of the participating primary care providers, [http://www.clarkcounrty.gov/finance/risk-management/Pages/default.aspx](http://www.clarkcounrty.gov/finance/risk-management/Pages/default.aspx).

You do not need prior authorization from The Clark County Self-Funded Group Medical and Dental Benefits Plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact the claims administrator at the number on the back of the ID card, or at [http://www.clarkcounrty.gov/finance/risk-management/Pages/default.aspx](http://www.clarkcounrty.gov/finance/risk-management/Pages/default.aspx).

3. **PRESCRIPTION DRUGS** - Prescription drugs are subject to a formulary. Also step therapy, pre-authorization and other programs may apply.
GENERAL PROVISIONS

Administration – This plan of benefits is administered through Clark County’s Risk Management Department. Clark County as the Plan Administrator shall have the discretionary power and authority to: determine eligibility for benefits; interpret or construe the terms of the Plan and any other writing affecting the establishment or operation of the Plan; determine questions of fact which arise in connection with the Plan; and decide all matters arising under the Plan, based on the applicable facts and circumstances.

Assignment of Benefits – In the event a Plan Participant has executed an Assignment of Benefits, the Plan shall direct amounts payable under the terms of this Plan to the provider of service. If the Plan receives notification from a provider that the provider has the Plan Participant’s authorization to assign benefits on file, then that shall be acceptable notice to the Plan that an Assignment of Benefits has been executed. Benefits may not, however, be assigned to anyone other than the provider of service without the approval of Clark County.

Funding – Some Employers provide Employee and Dependent coverage on a non-contributory basis and do not require Employees to contribute a share of the cost of coverage.

Other Employers share the cost of Employee and Dependent coverage under this Plan with the covered Employee. The enrollment application for coverage will include a payroll deduction authorization.

The level of any Employee contributions is set by the Plan Administrator, subject to the provisions of any applicable collective bargaining agreement. The Plan Administrator reserves the right to change the level of Employee contributions, also subject to the provisions of any applicable collective bargaining agreement.

Plan Amendment or Termination – Clark County reserves the full, absolute and discretionary right to amend, modify, suspend, withdraw, discontinue or terminate the Plan in whole or in part at any time for any and all Plan Participants’ of the Plan by formal action taken by the Board of Directors, or by the execution of a written amendment by the Plan Administrator. If the Plan is amended, modified, suspended, withdrawn, discontinued or terminated, covered employees and covered dependents will be entitled to benefits for claims incurred prior to the date of such action. Such changes may include, but are not limited to, the right to (1) change or eliminate benefits, (2) increase or decrease participant contributions, (3) increase or decrease deductibles and/or copayments, and (4) change the class(es) of employees or dependents covered by the Plan.

Medical Care Decision – The benefits under the Plan provide solely for the payment of certain health care expenses. All decisions regarding health care are solely the responsibility of each Plan Participant in consultation with the health care providers selected. The Plan contains rules for determining the percentage of allowable health care expenses that will be reimbursed, and whether particular treatments or health care expenses are eligible for reimbursement. Any decision with respect to the level of health care reimbursements, or the coverage of a particular health care expense, may be disputed by the Plan Participant in accordance with the Plan’s claim procedures. Each Plan Participant may use any source of care for health treatment and health coverage as selected, and neither the Plan nor the employer shall have any obligation for the cost or legal liability for the outcome of such care, or as a result of a decision by a Plan Participant not to seek or obtain such care, other than the liability of the Plan for the payments of benefits as outlined herein.
Assignment, Reimbursement & Third Party Recovery

1. Coverage for Injuries Caused by a Third-Party - The Plan Participant may incur medical, dental or other expenses due to injuries which were or may have been caused by the act or omission of third-party. In such circumstances, the Plan Participant may have a claim against such third-party, for reimbursement of, or contribution toward the expense and damage associated with the injury. Benefits advanced, or to be advanced by the Plan related to such an injury will be paid only if the Plan Participant fully cooperates with the terms and conditions of the Plan, specifically including the terms of this provision of the Plan.

2. Assignment - A Plan Participant who claims and receives Plan benefits on account of an injury caused by the act or omission of a third-party, automatically assigns to the Plan any proceeds the Plan Participant may recover from a third-party or insurer on account of said injury. This automatic assignment is in an amount equal to the payments made by the Plan on behalf of the Plan Participant as a consequence of the third-party caused injury. This assignment applies to ALL recovery that the Plan Participant, his heirs, guardians, executors, agents or other representatives may obtain as a result of injury to the Plan Participant, whether or not the recovery is designated as payment for medical expenses.

3. Plan Participant's Assignment Obligations - A Plan Participant who claims and receives Plan benefits on account of an injury caused by the act or omission of a third-party, must execute an Assignment Acknowledgment at the time the first claim is submitted. This document acknowledges this assignment provision of the Plan and acknowledges the Plan Participant's obligation to promptly reimburse the Plan for benefits paid by the Plan, out of any monies recovered from any source as compensation for the injury and any damage associated therewith, whether said monies are received as judgment, award, settlement or otherwise.

The Assignment Acknowledgment requires the Plan Participant to affirmatively inform the Plan of any intent to seek recovery from a third-party or insurer as a result of the injury. The Acknowledgment must be completed and executed by the Plan Participant AND by the Employee or Retiree Plan member if the Plan Participant is a dependent of an eligible Employee or Retiree. The Acknowledgment must be returned to the Plan or its third-party claims administrator prior to Plan payment of any claims for benefits related to the injury.

It shall be the obligation of the Plan Participant to obtain the signature of any attorney, or other individual acting on behalf of the Plan Participant, on any requested document acknowledging the Plan's right of assignment and refund.

As a condition to having the Plan advance benefits, the Plan Participant will execute and deliver to the Plan all required documents and will assist the Plan as necessary to secure the Plan's right of assignment. Failure or refusal to execute such documents, or to furnish information as requested by the Plan, does not preclude the Plan from exercising its right to assignment, or from obtaining full reimbursement of Plan benefits expended as a consequence of a third-party injury to a Plan Participant. The Plan Participant, Employee or Retiree if the Plan Participant is a dependent, will do nothing to prejudice the right of the Plan to assignment and recovery.

Immediately upon receipt by the Plan Participant, or his or her agent, of proceeds covered by this assignment, the Plan Participant shall notify the Plan, in writing, of the amount and location of the proceeds. The Plan shall then notify the Plan Participant, or his or her agent, of the amount of proceeds assigned, which sum shall then be promptly paid to the Plan.

4. Plan Participant's Failure to Comply with this Assignment Provision - Claims subject to this provision will not be paid, and will be pending until the executed assignment acknowledgment is returned. Claims will be pending for up to 60 days from the date the Acknowledgment form is provided to the Plan Participant. If the completed and executed Acknowledgment form is not received by the Plan within 60 days, claims related to the third-party caused injury will be denied.

If the Plan Participant fails to reimburse the Plan for all benefits paid or to be paid, as a result of said injury or condition, out of any recovery or reimbursement to or on behalf of the Plan Participant, the Plan Participant will be liable for any and all expenses (whether fees or costs) associated with the Plan's attempt to recover such money from the Plan Participant.

The Plan Participant's failure to reimburse the Plan as called for herein, or failure to notify the Plan that claims being made are the result of a third-party caused injury, may result in denial of Plan payment for future claims on behalf of the Plan Participant, or on behalf of the Employee or Retiree if the Plan Participant is covered as a dependent of an Employee or Retiree, until the Plan is reimbursed in accordance with the Plan terms.

5. Plan Rights Under this Assignment Provision - Any settlement or recovery made to or on behalf of the Plan
Participant shall first be deemed for reimbursement of medical expenses paid by the Plan, and the Plan has a lien on any amount recovered by the Plan Participant whether or not recovered amounts are designated as payment for medical expenses. This lien shall remain in effect until the Plan is repaid in full.

The Plan has a right to assignment and reimbursement from the first dollars recovered. The Plan's assignment has priority over any and all funds paid by any party to or on behalf of a Plan Participant relative to the third-party caused injury, including a priority over any claim for non-medical or dental charges, attorney's fees, other costs or expenses, whether or not the Plan Participant is made whole.

The Plan has a right to pursue any claim which the Plan Participant has or may have against any third-party or insurer, whether or not the Plan Participant chooses to pursue that claim.

The Plan shall have no obligation to compromise its recovery for any reason. The Plan's right of assignment and refund are limited solely to the extent to which the Plan has made, or will make, payments for medical or dental charges, as well as any costs and fees associated with the enforcement of its rights under the Plan.

If any provision of this Assignment Provision is adjudged by a court to be unenforceable, that determination shall not affect the validity and enforceability of any other term or condition of this Assignment Provision.

6. **Plan Participant Minors** - If the injured Plan Participant is a minor, any amount recovered by the minor, or on behalf of the minor by the minor's trustee, guardian, parent, or other representative, shall be subject to this provision regardless of whether the minor's representative has access to or control of any recovered funds. If the injury or condition giving rise to this assignment involves wrongful death of a Plan Participant who was a minor, this provision applies to the parent, guardian or the executor, agent of personal representative of the estate.

7. **Defined terms:**

   - "Injury" — physical or mental hurt, pain, illness, impairment, disfigurement or damage caused by the wrongful act or omission of a third-party person or entity, other than the Plan Participant.
   - "Insurer" — includes but is not limited to any loss coverage, contractual or otherwise, in the nature of liability coverage, no-fault coverage, homeowner's plan, renter's plan, uninsured or underinsured motorist coverage, contractual medical payment provisions or other insurance coverage of any nature whatsoever, from which the Plan Participant may seek or receive recovery in relation to an injury.
   - "Recovery" — monies paid to, or on behalf of, the Plan Participant by way of judgment, settlement, expense waiver, or otherwise to compensate for all losses and/or damages caused by the injuries or illness. Whether or not said losses/damages reflect medical or dental charges covered by the Plan.
   - "Refund" or "Reimbursement" — repayment to the Plan for medical or dental benefit expenses paid by the Plan toward care and treatment of injury.
   - "Third-Party" — Any person, corporation or entity other than the Plan Participant.

8. **Caveats:**

   This Assignment provision shall not apply if the Plan Participant elects NOT to accept benefits from the Plan for services related to injuries caused by a third party.

This Assignment provision in all its terms and conditions applies whether or not the Plan Participant executes and returns the assignment acknowledgment.

The Plan Administrator retains sole and final discretion for interpreting the terms and conditions of this Plan Document.
MEDICAL EXPENSE BENEFIT PROVISION

Verification of Eligibility
Eligibility for benefits under the Plan is verified by the Claims Administrator. Call them at the telephone number shown on your identification card to verify eligibility for Plan benefits before a charge is incurred.

The Clark County Self-Funded Group Medical and Dental Benefits Plan (the "Plan") has been designed to provide all eligible employees and covered eligible dependents with a program of health care protection. The benefit plan is based on the calendar year.

Coinsurance: Coinsurance is the percentage of eligible medical expenses that the covered member(s) will pay after any required deductible has been satisfied.

Co-pay: Is an amount the Plan Participant must pay to providers at the time the service/supply is rendered. The balance of the eligible expense will be paid by the Plan, unless a lesser percentage is shown. Co-pays do not apply toward any deductible requirements.

Deductible: A deductible is the amount of covered expenses, which must be paid each calendar year by Plan Participants before the Plan will consider expenses for reimbursement. The individual deductible applies separately to each Plan Participant. The family deductible applies collectively to all Plan Participants in the same family. When the family deductible is satisfied, no further deductible will be applied for any covered family member during the remainder of the calendar year. Deductibles are calculated based on eligible expenses incurred during the 12 months of each calendar year. Each January 1st a new deductible amount is required.

Out-of-Pocket Maximums: An out-of-pocket maximum is the amount of covered expenses that must be paid during a calendar year. The individual out-of-pocket maximum applies separately to each Plan Participant. When a Plan Participant reaches the annual out-of-pocket maximum, the Plan will pay 100% of allowed charges (except for excluded charges) for the individual during the remainder of the calendar year.

The family out-of-pocket maximum applies collectively to all Plan Participants in the same family. When the annual family out-of-pocket maximum is satisfied, the Plan will pay 100% of allowed charges (except for excluded charges) for any covered family member during the remainder of the calendar year.

The Calendar Year Deductible will be waived for inpatient hospital facility charges when a member is forced to go to another contracted facility when documentation demonstrates University Medical Center (UMC) is an divert status.

The following charges do not apply toward the medical out-of-pocket maximum and are never paid at 100%:

Premiums
Balance-billed charges
Expenses for non-covered services
Charges in excess of Reasonable & Customary
Charges in excess of annual maximum benefits
# Schedule of Medical Benefits

<table>
<thead>
<tr>
<th>Benefits and Services</th>
<th>Preferred Network (University Medical Center)</th>
<th>In-Network (Aetna PPO)</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hospital Services</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inpatient</td>
<td>10% coinsurance (Deductible not applicable)</td>
<td>20% coinsurance after $100 co-pay (Deductible applies)</td>
<td>40% coinsurance after $750 co-pay (Deductible applies)</td>
</tr>
<tr>
<td>Outpatient</td>
<td>10% coinsurance (Deductible not applicable)</td>
<td>20% coinsurance after $100 co-pay (Deductible applies)</td>
<td>40% coinsurance after $200 co-pay (Deductible applies)</td>
</tr>
<tr>
<td>Pre-certification is required for inpatient treatment.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Physician Office Visit</strong></th>
<th>Preferred Network (University Medical Center)</th>
<th>In-Network (Aetna PPO)</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Care Visit</td>
<td>$10 co-pay (Deductible not applicable)</td>
<td>$20 co-pay (Deductible waived)</td>
<td>40% coinsurance (Deductible applies)</td>
</tr>
<tr>
<td>Specialist Visit</td>
<td>N/A</td>
<td>20% coinsurance (Deductible waived)</td>
<td>40% coinsurance (Deductible applies)</td>
</tr>
<tr>
<td>Urgent Care</td>
<td>$20 co-pay (UMC Quick Care only) (Deductible not applicable)</td>
<td>20% coinsurance (Deductible waived)</td>
<td>40% coinsurance (Deductible applies)</td>
</tr>
<tr>
<td>Teladoc</td>
<td>N/A</td>
<td>$10 co-pay (Deductible waived)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

| **Acupuncture**           | N/A                                         | 20% coinsurance (Deductible applies) | 40% coinsurance (Deductible applies) |
|                          | Limited to 20 visits per calendar year.     |                                       |                                           |

<table>
<thead>
<tr>
<th><strong>Ambulance Service</strong></th>
<th>Preferred Network (University Medical Center)</th>
<th>In-Network (Aetna PPO)</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ground or Air</td>
<td>N/A</td>
<td>20% coinsurance after $100 co-pay and in-network deductible</td>
<td>40% coinsurance (Deductible applies)</td>
</tr>
<tr>
<td>Scheduled Inter-Facility</td>
<td>N/A</td>
<td>20% coinsurance after $100 co-pay and in-network deductible</td>
<td>40% coinsurance (Deductible applies)</td>
</tr>
</tbody>
</table>

Deductible and co-pay are waived if patient is admitted. Air ambulance is covered to the nearest facility when treatment of a life threatening condition is required. Scheduled inter-facility air transport requires pre-certification and is covered when a higher level of care is medically necessary to treat a life threatening condition from the level of care available at the patient's current facility.
<table>
<thead>
<tr>
<th>Benefits and Services</th>
<th>Preferred Network (University Medical Center)</th>
<th>In-Network (Aetna PPO)</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Autism Care (ABA and Behavioral Therapy)</td>
<td>Paid based upon place of service</td>
<td>40% coinsurance</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Deductible applies)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Limited to $72,000 maximum per calendar year. Inpatient and Outpatient services that do not have a primary diagnosis of autism will be paid under applicable inpatient and outpatient services.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chemotherapy</td>
<td>10% coinsurance (Deductible not applicable)</td>
<td>20% coinsurance</td>
<td>40% coinsurance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Deductible applies)</td>
<td>(Deductible applies)</td>
</tr>
<tr>
<td></td>
<td>Pre-certification is required.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chiropractic Care</td>
<td>N/A</td>
<td>20% coinsurance</td>
<td>40% coinsurance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Deductible applies)</td>
<td>(Deductible applies)</td>
</tr>
<tr>
<td></td>
<td>Limited to 20 visits per calendar year.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clinical Trials</td>
<td>Covered as any other illness and paid based upon place of service</td>
<td>Not covered</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Refer to the Covered Medical Expense section for more information.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complex Care Management</td>
<td>N/A</td>
<td>100% covered</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Refer to the Covered Medical Expense section for more information.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diabetic Education</td>
<td>100% covered</td>
<td>100% covered</td>
<td>40% coinsurance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Deductible applies)</td>
<td>(Deductible applies)</td>
</tr>
<tr>
<td>Diagnostic Lab &amp; X-Ray</td>
<td>10% coinsurance on Test 100% covered for Interpretation (Deductible not applicable)</td>
<td>20% coinsurance (Deductible waived)</td>
<td>40% coinsurance (Deductible applies)</td>
</tr>
<tr>
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<td></td>
</tr>
<tr>
<td>Durable Medical Equipment</td>
<td>N/A</td>
<td>20% coinsurance</td>
<td>40% coinsurance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Deductible applies)</td>
<td>(Deductible applies)</td>
</tr>
<tr>
<td></td>
<td>Pre-certification is required.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Room</td>
<td>20% coinsurance after $100 co-pay and in-network deductible</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Deductible is waived if the treatment is for an accidental injury. Services for treatment that does not meet the Plan's definition of Emergency Medical Condition may not be covered.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hearing Aids</td>
<td>N/A</td>
<td>Charges are covered up to a maximum of $3,000 every 3 years</td>
<td></td>
</tr>
<tr>
<td>Home Health Care</td>
<td>N/A</td>
<td>20% coinsurance</td>
<td>40% coinsurance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Deductible applies)</td>
<td>(Deductible applies)</td>
</tr>
<tr>
<td>Home Infusion Therapy and Supplies</td>
<td>N/A</td>
<td>20% coinsurance</td>
<td>40% coinsurance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Deductible waived)</td>
<td>(Deductible applies)</td>
</tr>
<tr>
<td></td>
<td>Pre-certification is required.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hospice Care Services</td>
<td>10% coinsurance (Deductible not applicable)</td>
<td>20% coinsurance</td>
<td>40% coinsurance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Deductible applies)</td>
<td>(Deductible applies)</td>
</tr>
<tr>
<td></td>
<td>Pre-certification is required for inpatient care.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mental Health and Substance Abuse</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inpatient</td>
<td>10% coinsurance (Deductible not applicable)</td>
<td>20% coinsurance</td>
<td>40% coinsurance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>after $100 co-pay</td>
<td>(Deductible applies)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Deductible applies)</td>
<td></td>
</tr>
<tr>
<td>Partial Hospitalization</td>
<td>10% coinsurance (Deductible not applicable)</td>
<td>20% coinsurance</td>
<td>40% coinsurance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>after $100 co-pay</td>
<td>(Deductible applies)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Deductible applies)</td>
<td></td>
</tr>
<tr>
<td>Specialty Care Visit</td>
<td>N/A</td>
<td>20% coinsurance</td>
<td>40% coinsurance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Deductible waived)</td>
<td>(Deductible applies)</td>
</tr>
<tr>
<td>Urgent Care Visit</td>
<td>$20 co-pay (Deductible not applicable)</td>
<td>20% coinsurance</td>
<td>40% coinsurance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Deductible waived)</td>
<td>(Deductible applies)</td>
</tr>
<tr>
<td></td>
<td>Pre-certification is required for inpatient treatment.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Commented [001]: Added in Complex Care Management in Schedule of Benefits.
<table>
<thead>
<tr>
<th>Benefits and Services</th>
<th>Preferred Network (University Medical Center)</th>
<th>In-Network (Aetna PPO)</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupational Therapy</td>
<td>$10 co-pay <em>(Deductible not applicable)</em></td>
<td>$10 co-pay <em>(Deductible waived)</em></td>
<td>40% coinsurance <em>(Deductible applies)</em></td>
</tr>
<tr>
<td></td>
<td>Limited to 30 visits per calendar year. Pre-certification is required after 30 visits. No charge for separate facility fee.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Orthotics</td>
<td>10% coinsurance <em>(Deductible not applicable)</em></td>
<td>20% coinsurance <em>(Deductible applies)</em></td>
<td>40% coinsurance <em>(Deductible applies)</em></td>
</tr>
<tr>
<td></td>
<td>Pre-certification may be required. Limited to a lifetime maximum of $500.</td>
<td></td>
<td></td>
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<tr>
<td>Outpatient Surgery</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>* Physician</td>
<td>10% coinsurance <em>(Deductible not applicable)</em></td>
<td>20% coinsurance <em>(Deductible waived)</em></td>
<td>40% coinsurance <em>(Deductible applies)</em></td>
</tr>
<tr>
<td>* Facility</td>
<td>N/A</td>
<td>20% coinsurance after $100 co-pay <em>(Deductible applies)</em></td>
<td>40% coinsurance after $300 co-pay <em>(Deductible applies)</em></td>
</tr>
<tr>
<td></td>
<td>Pre-certification may be required.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Physical Therapy</td>
<td>$10 co-pay <em>(Deductible not applicable)</em></td>
<td>$10 co-pay <em>(Deductible waived)</em></td>
<td>40% coinsurance <em>(Deductible applies)</em></td>
</tr>
<tr>
<td></td>
<td>Limited to 30 visits per calendar year. Pre-certification is required after 30 visits. No charge for separate facility fee.</td>
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</tr>
<tr>
<td>Pre-Admission Testing</td>
<td>100% covered</td>
<td>100% covered</td>
<td>40% coinsurance <em>(Deductible applies)</em></td>
</tr>
<tr>
<td>Preventive Care</td>
<td>100% covered</td>
<td>100% covered</td>
<td>40% coinsurance <em>(Deductible applies)</em></td>
</tr>
<tr>
<td></td>
<td>Refer to the Covered Medical Expense section for more information.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosthetics</td>
<td>10% coinsurance <em>(Deductible not applicable)</em></td>
<td>20% coinsurance <em>(Deductible applies)</em></td>
<td>40% coinsurance <em>(Deductible applies)</em></td>
</tr>
<tr>
<td></td>
<td>Pre-certification may be required.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rehabilitation Care, Inpatient</td>
<td>10% coinsurance <em>(Deductible not applicable)</em></td>
<td>20% coinsurance after $100 co-pay <em>(Deductible applies)</em></td>
<td>40% coinsurance after $750 co-pay <em>(Deductible applies)</em></td>
</tr>
<tr>
<td></td>
<td>Limited to 60 days per calendar year.</td>
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</tr>
<tr>
<td>Skilled Nursing Facility</td>
<td>10% coinsurance <em>(Deductible not applicable)</em></td>
<td>20% coinsurance after $100 co-pay <em>(Deductible applies)</em></td>
<td>40% coinsurance after $750 co-pay <em>(Deductible applies)</em></td>
</tr>
<tr>
<td></td>
<td>Pre-certification is required. Limited to 120 days per calendar year.</td>
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</tr>
<tr>
<td>Speech Therapy</td>
<td>$10 co-pay <em>(Deductible not applicable)</em></td>
<td>$10 co-pay <em>(Deductible waived)</em></td>
<td>40% coinsurance <em>(Deductible applies)</em></td>
</tr>
<tr>
<td></td>
<td>Pre-certification is required. Limited to 30 visits per calendar year. No charge for separate facility fee.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temporomandibular Joint Syndrome (TMJ)</td>
<td>10% coinsurance <em>(Deductible not applicable)</em></td>
<td>20% coinsurance <em>(Deductible applies)</em></td>
<td>40% coinsurance <em>(Deductible applies)</em></td>
</tr>
</tbody>
</table>
## SCHEDULE OF PRESCRIPTION DRUG BENEFITS

For information on the Prescription Drug tiers as used herein please visit [www.gvipim.com](http://www.gvipim.com).

<table>
<thead>
<tr>
<th></th>
<th>In-Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Calendar Year Out-of-Pocket Maximum:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Plan Participant</td>
<td>$2,000</td>
<td></td>
</tr>
<tr>
<td>Per Family</td>
<td>$4,000</td>
<td></td>
</tr>
<tr>
<td><strong>Maximum Lifetime Benefit:</strong></td>
<td></td>
<td>Unlimited</td>
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<tr>
<td>(except as stated otherwise)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Retail (30-Day Supply)</strong>*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tier 1</td>
<td>$9 co-pay</td>
<td>50% of allowable drug cost, then In-Network co-pay</td>
</tr>
<tr>
<td></td>
<td>20% coinsurance</td>
<td>50% of allowable drug cost, then In-Network co-pay</td>
</tr>
<tr>
<td></td>
<td>($30 minimum - $60 maximum per prescription)</td>
<td></td>
</tr>
<tr>
<td>Tier 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>30% coinsurance</td>
<td>50% of allowable drug cost, then In-Network co-pay</td>
</tr>
<tr>
<td></td>
<td>($60 minimum - $120 maximum per prescription)</td>
<td></td>
</tr>
<tr>
<td>Tier 3</td>
<td></td>
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<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Retail (90-Day Supply)</strong>*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tier 1</td>
<td>$18 co-pay</td>
<td>50% of allowable drug cost, then In-Network co-pay</td>
</tr>
<tr>
<td></td>
<td>20% coinsurance</td>
<td>50% of allowable drug cost, then In-Network co-pay</td>
</tr>
<tr>
<td></td>
<td>($60 minimum - $120 maximum per prescription)</td>
<td></td>
</tr>
<tr>
<td>Tier 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>30% coinsurance</td>
<td>50% of allowable drug cost, then In-Network co-pay</td>
</tr>
<tr>
<td></td>
<td>($120 minimum - $240 maximum per prescription)</td>
<td></td>
</tr>
<tr>
<td>Tier 3</td>
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<td></td>
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</tr>
<tr>
<td><strong>Mail Order (90-Day Supply)</strong>*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tier 1</td>
<td>$18 co-pay</td>
<td>50% of allowable drug cost, then In-Network co-pay</td>
</tr>
<tr>
<td></td>
<td>20% coinsurance</td>
<td>50% of allowable drug cost, then In-Network co-pay</td>
</tr>
<tr>
<td></td>
<td>($60 minimum - $120 maximum per prescription)</td>
<td></td>
</tr>
<tr>
<td>Tier 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>30% coinsurance</td>
<td>50% of allowable drug cost, then In-Network co-pay</td>
</tr>
<tr>
<td></td>
<td>($120 minimum - $240 maximum per prescription)</td>
<td></td>
</tr>
</tbody>
</table>

*The US Preventive Task Force has compiled a list of prescription drug benefits that will be covered by this Plan with no cost sharing. Additional information can be found under this provision by visiting: [https://www.healthcare.gov](https://www.healthcare.gov).

Note: It is advised to check this list regularly as it is subject to change without notice.

Note: Prescription drugs may cost less for Medicare retirees if the Medicare benefit coinsurance or copayment is the lesser cost.
CARE MANAGEMENT PROGRAM

Utilization review is a program designed to help ensure that all Plan Participants receive necessary and appropriate health care while avoiding unnecessary expenses.

The Case Management program consists of the following:

a. Precertification of the Medical Necessity for the following non-Emergency Services before Medical and/or Surgical services are provided:

1. All Inpatient Admissions, and

2. Outpatient tests, services and procedures including, but not limited to:

   a. Diagnostic Radiology - Computed Tomography (CT), Magnetic Resonance Imaging (MRI), Magnetic Resonance Angiography (MRA), Myocardial Perfusion Imaging, Positron Emission Tomography (PET), Cardiac blood pool imaging and cardiac tests including Diagnostic cardiac catheterizations and Stress echoangiograms;

   b. DME - Seat lifts, TENS, pumps, wheelchairs, power operated vehicles, speech generating devices, insulin infusion pump, osteogenesis stimulators, neuromuscular stimulators;

   c. Implanted Ear Devices and Replacement Osseo integrated, cochlear or auditory brain stem implant;

   d. Injectable Medications - Immune globulin, drugs for factor deficiencies, interferon, Rituxan®, some chemotherapeutic agents, botox;

   e. Erectile Dysfunction - Inflatable and non-inflatable prosthesis surgeries and procedures including removal or replacement, Penile implants - does not include erectile dysfunction drugs;

   f. Bariatric Surgery - Surgery for weight reduction, Gastrectomy, gastric restrictive procedures, lap-above, revision of stomach-bowel fusion;

   g. Oral pharynx Uvularectomy, LAUP procedures, palatopharyngoplasty (PPP), uvulopalatopharyngoplasty (UPP);

   h. Orthotics & Prosthetics - Helmets, extremity prosthetic additions, electric prosthetic joints, facial prosthesis provided by a non-physician, voice amplifiers, cranial remodeling orthosis, lower extremity orthosis;

   i. Outpatient Procedures - (Potentially Cosmetic) Surgeries and procedures that may not be medically necessary - Facial reconstruction, varicose vein treatment, breast reconstruction or reduction, blepharoplasty, rhinoplasty, Radial Keratotomy, excessive skin removal and mastectomy, and procedures related to pain management;

   j. Potential Experimental/Investigational - Keratoplasty, total disc arthroplasty, molecular pathology and gene analysis, arthrodesis, external defibrillator, biologic implant and services not approved by the FDA;

   k. Spinal Procedures Surgeries and procedures of the spine - Allograft/osteopromotive material for spine surgery, osteotomy, percutaneous vertebroplasty, arthrodesis, laminectomy, vertebreal corpectomy, destruction by neurolytic agent, laminectomy, facet joint nerve destruction, spinal cord decompression;

   l. Therapeutic Radiology - Radiology treatment of tumors - Brachytherapy, proton beam therapy, radiotherapy;

   m. Transplants - Prior authorization of transplants and transplant-related services starting from the outpatient evaluation testing through and including services post transplant. For more information please refer to the "Utilization Management At A Glance" document - Adult or pediatric, living or cadaveric donors for heart, heart/lung, intestinal, liver, pancreas, pancreatic islet cell, multivisceral solid organ transplants, preparation for and including allogeneic/autologous hematopoietic/bone marrow transplants;
b. Retrospective review of the Medical Necessity of the listed services provided on an emergency basis;

c. Concurrent review, based on the admitting diagnosis, of the listed services requested by the attending Physician; and

d. Certification of services and planning for discharge from a Medical Care Facility or cessation of medical treatment.

This is not a complete and inclusive list. This list may change so please contact CareAllies TBD if there are any questions on precertification.

Clark County will follow the guidelines for precertification that CareAllies TBD endorses through their comprehensive list.

The purpose of the program is to determine what is medically appropriate. This program is not designed to be the practice of medicine or to be a substitute for the medical judgment of the attending Physician or other health care provider; however, the fact that a physician may prescribe, order, recommend, or approve a service does not, of itself, make it medically necessary or make the charge a covered expense, even though it is not specifically listed as an exclusion under this Plan.

In order to maximize Plan reimbursements, please read the following provisions carefully.

Here's how the program works

Pre-certification

Before a Plan Participant enters a Medical Care Facility on a non-emergency basis or expects to have outpatient tests and procedures that require pre-certification, the utilization review administrator will, in conjunction with the attending Physician, certify the care as appropriate for Plan reimbursement. A non-emergency stay in a Medical Care Facility is one that can be scheduled in advance.

The utilization review program is set in motion by you when your physician recommends hospitalization or outpatient tests and procedures that require pre-certification. You must inform your physician of the Plan's participation in utilization review. Your identification card shows the utilization review administrator's name and phone number for any questions you may have.

Authorization is given by telephone, followed by written confirmation to the patient, the Physician, the hospital and the Plan's Claim Administrator.

If there is an emergency admission to the Medical Care Facility, the patient, patient's family member, Medical Care Facility or attending Physician must contact the utilization review administrator (see ID card) within 48 hours of the first business day after the admission or as soon as possible. This requirement does not apply for obstetrical care or when Medicare is the primary payer with the exception of rental or purchase of durable medical equipment, which still requires prior authorization.

The Utilization Review Organization will comply with the external review process of adverse determinations as outlined in the Nevada Revised Statute.

The utilization review administrator will determine the number of days of Medical Care Facility confinement authorized for payment.

Failure to obtain inpatient prior authorization will reduce reimbursement received from the Plan.

Table:

<table>
<thead>
<tr>
<th>Scenario</th>
<th>Reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>If the Plan Participant does not receive prior authorization as explained in this section, the Physician, hospital, and any related services will be reduced to only services that have been prior authorized.</td>
<td></td>
</tr>
<tr>
<td>Example</td>
<td>If the hospital bill is for 7 inpatient days and the hospitalization was authorized for 4 days, the eligible charges are reduced by 3 days and the Plan will pay benefits on the authorized 4 days.</td>
</tr>
</tbody>
</table>
Concurrent review, discharge planning
Concurrent review of a course of treatment and discharge planning from a Medical Care Facility are parts of the utilization review program. The utilization review administrator will monitor the Plan Participant's Medical Care Facility stay or use of other medical services and coordinate with the attending Physician, Medical Care Facilities and Plan Participant either the scheduled release or an extension of the Medical Care Facility stay or extension or cessation of the use of other medical services.

If the attending Physician feels that it is Medically Necessary for a Plan Participant to receive additional services or to stay in the Medical Care Facility for a greater length of time than has been precertified, the attending Physician must request the additional services or days and receive proper authorization.

Preadmission Testing Service
The Medical Benefit percentage will be at 100% for diagnostic lab tests and x-ray exams performed by the PPO Hospital or contracted hospitals when:

1. performed on an outpatient basis within five days before a Hospital confinement;
2. related to the condition which causes the confinement; and
3. performed in place of tests while Hospital confined.

The major medical deductible (if applicable) will apply for these tests.

Case Management
When a catastrophic condition, such as a spinal cord injury, cancer, AIDS or a premature birth occurs, a person may require long-term, perhaps lifetime care. After the person's condition is diagnosed, he or she might need extensive services or might be able to be moved into another type of care setting—even to his or her home.

Case Management is a program whereby a case manager monitors these patients and explores, discusses and recommends coordinated and/or alternate types of appropriate Medically Necessary care. The case manager consults with the patient, the family and the attending Physician in order to develop a plan of care for approval by the patient's attending Physician and the patient. This plan of care may include some or all of the following:

- personal support to the patient;
- contacting the family to offer assistance and support;
- monitoring Hospital or nursing home care;
- determining alternative care options; and/or
- assisting in obtaining any necessary equipment and services.

Case Management occurs in the following situations:

- The catastrophic injury or illness must have occurred while the patient was covered and the injury or illness must have been covered under the Plan.
- An alternate benefit will be beneficial to both the patient and the Plan.

The case manager will coordinate and implement the Case Management program by providing guidance and information on available resources and suggesting the most appropriate treatment plan. The Plan Administrator, attending Physician, patient and patient's family must all agree to the alternate treatment plan.

Once agreement has been reached, the Plan Administrator will direct the Plan to reimburse for Medically Necessary expenses as stated in the treatment plan.

Note: Case Management is a voluntary service. There are no reductions of benefits or penalties if the patient and family choose not to participate.

Each treatment plan is individually tailored to a specific patient and should not be seen as appropriate or recommended for any other patient, even one with the same diagnosis.
COVERED MEDICAL EXPENSES

Your benefit plan is designed to reimburse you for covered medical expenses you incur for treatment necessary because of an illness or an accident. All expenses must be reasonable and customary in order to be considered for benefit payment. Refer to the Schedule of Benefits for details on Deductibles, Coinsurance, Out-of-Pocket Maximums, and Limitations on benefits.

Acupuncture – Services for the insertion of needles into the human body by piercing the skin of the body to control and regulate the flow and balance of energy in the body and to cure any ailment or disease of the mind or body; or any wound, bodily injury or deformity performed by a doctor of acupuncture or doctor of oriental medicine, licensed by the state, practicing under the scope of their state license.

Ambulance – Local Medically Necessary professional ground transportation ambulance service (within 100 miles). A charge for this item will be a Covered Charge only if the service is to the nearest Hospital or Skilled Nursing Facility where necessary treatment can be provided. In accordance with NRS 489B.047, reimbursement for this service must be made directly to the provider if that provider does not receive reimbursement from any other source.

Air ambulance to the nearest facility when treatment of a life threatening condition is required is covered if no emergency ground transportation is available or suitable, and the patient’s condition warrants immediate evacuation. Note, members may be subject to balance billing if the air ambulance provider is not contracted with the Plan.

Amniocentesis – Prenatal diagnostic study to detect genetic and biochemical abnormalities, maternal-fetal blood incompatibility subject to approval by the utilization review organization for medical necessity.

Autism Spectrum Disorder – Covered charges include medically necessary services that are generally recognized and accepted procedures for screening, diagnosing and treating Autism Spectrum Disorders for children under the age of 18 or, if enrolled in high school, until such Member reaches the age of 22. Covered Services must be provided by a duly licensed physician, psychologist or Behavior Analyst (including an Assistant Behavior Analyst and/or Certified Autism Behavior Interventionist).

Covered Services for the treatment of Autism Spectrum Disorder do not include services provided by:
- An early intervention agency or school for services delivered through early intervention, or
- School services.

The following terms apply to the coverage for Autism:
- “Applied behavior analysis” means the design, implementation and evaluation of environmental modifications using behavioral stimuli and consequences to produce socially significant improvement in human behavior, including, without limitation, the use of direct observation, measurement and functional analysis of the relations between environment and behavior.
- “Autism spectrum disorders” means a neurological medical condition including, without limitation, Autistic Disorder, Asperger’s Disorder and Pervasive Development Disorder Not Otherwise Specified.
- “Behavioral therapy” means any interactive therapy derived from evidence-based research, including, without limitation, discrete trial training, early intensive behavioral intervention, intensive intervention programs, pivotal response training and verbal behavior provided by a licensed psychologist, licensed behavior analyst, licensed assistant behavior analyst or certified autism behavior interventionist.
- “Certified autism behavior interventionist” means a person who is certified as an autism behavior interventionist by the Board of Psychological Examiners and who provides behavior therapy under the supervision of:
  (1) A licensed psychologist;
  (2) A licensed behavior analyst; or
  (3) A licensed assistant behavior analyst.
- “Evidence-based research” means research that applies rigorous, systematic and objective procedures to obtain valid knowledge relevant to autism spectrum disorders.
• "Habitual or rehabilitative care" means counseling, guidance and professional services and
treatment programs, including, without limitation, applied behavior analysis, that are necessary to
develop, maintain and restore, to the maximum extent practicable, the functioning of a person.
• "Licensed assistant behavior analyst" means a person who holds current certification or meets the
standards to be certified as a board certified assistant behavior analyst issued by the Behavior Analyst
Certification Board, Inc., or any successor in interest to that organization, who is licensed as an
assistant behavior analyst by the Board of Psychological Examiners and who provides behavior
therapy under the supervision of a licensed behavior analyst or psychologist.
• "Licensed behavior analyst" means a person who holds current certification or meets the standards
to be certified as a board certified behavior analyst or a board certified assistant behavior analyst
issued by the Behavior Analyst Certification Board, Inc., or any successor in interest to that
organization and who is licensed as a behavior analyst by the Board of Psychological Examiners.
• "Prescription care" means medications prescribed by a licensed physician and any health-related
services deemed medically necessary to determine the need or effectiveness of the medications.
• "Psychiatric care" means direct or consultative services provided by a psychiatrist licensed in the
state in which the psychiatrist practices.
• "Psychological care" means direct or consultative services provided by a psychologist licensed in the
state in which the psychologist practices.
• "Screening for autism spectrum disorders" means all medically appropriate assessments, evaluations
or tests to diagnose whether a person has an autism spectrum disorder.
• "Therapeutic care" means services provided by licensed or certified speech pathologists, occupational
therapists and physical therapists.
• "Treatment plan" means a plan to treat an autism spectrum disorder that is prescribed by a licensed
physician or licensed psychologist and may be developed pursuant to a comprehensive evaluation in
coordination with a licensed behavior analyst.

Bariatric Surgery. Surgical intervention to alter the path of digestion or the volume of food intake in order to
surgically reduce the member’s caloric intake, to include but not limited to, restrictive procedures such as
gastric banding or gastric stapling; mal-absorptive procedures such as biliopancreatic diversion; combination
restrictive/mal-absorptive procedures such as gastric bypass (Roux-en-Y).

Coverage of this type of surgery shall be limited to one per member’s lifetime and remains subject to all
other Plan provisions.

BRCA1 & BRCA2 Genetic tests for individuals already diagnosed with breast and/or ovarian cancer
where results may affect the course of treatment.

Breast Reconstruction Following Mastectomy – In accordance with The Women’s Health and Cancer
Rights Act of 1998, the following coverage is offered to a Plan Participant who elects the following
services in connection with a mastectomy:
• Reconstruction of the breast on which the mastectomy has been performed;
• Surgery and reconstruction of the other breast to produce symmetrical appearance; and
• Coverage for prostheses and physical complications of all stages of mastectomy, including
lymphedemas, in a manner determined in consultation with the attending physician and the patient.

Cardiac Rehabilitation – As deemed medically necessary provided services are rendered (1) Under the
supervision of a physician; (2) In connection with a myocardial infarction, coronary occlusion or
coronary bypass surgery; (3) Initiated within 12 weeks after other treatment for the medical condition
ends; and (4) In a Medical care facility as defined by the Plan.

Chemotherapy – The use of chemical agents in the treatment or control of disease. High dose
chemotherapy in connection with a non-covered transplant procedure is not a covered expense.
Oncology Program
This provision describes a specialty case management program designed for certain aspects of care received by cancer patients who are beneficiaries under the Plan.

Your Plan has entered into an arrangement with American Health Holding, a company specializing in oncology case management, to assist you and your oncologist during the course of cancer treatment when administered either in an outpatient setting (e.g., in the physician’s office or other covered outpatient setting) or an inpatient setting. The program applies to the plan of treatment for all cancer types and stages and begins with a treatment planning phase (including drug and/or radiation treatment) and continues through active treatment and transitional care.

A Registered Nurse will be assigned to you and will contact you to provide support, education, and answer any questions you might have about your disease and your treatment plan and will remain in contact with you and your oncologist for the duration of your cancer journey.

Unless your oncologist has entered into an agreement with HealthSCOPE Benefits to accept other reimbursement rates, the payment for all drugs used in the treatment of cancer will be limited to the rate of Average Sales Price plus 10%. Average Sales Price is the price calculated by pharmaceutical manufacturers and submitted to the Centers for Medicare and Medicaid Services (CMS) on a quarterly basis.

Chiropractic Care – skeletal adjustments, manipulation or other treatment in connection with the detection and correction by manual or mechanical means of structural imbalance or subluxation in the human body. Such treatment is done by a Physician to remove nerve interference resulting from, or related to, distortion, misalignment or subluxation of, or in, the vertebral column.

Clinical Trials – Routine costs to include drugs and devices for a Plan Participant who satisfies the requirements as a “Qualified Individual” in an “Approved Clinical Trial”.

A Qualified Individual is defined as an individual who is enrolled or participating in a health plan coverage and who is eligible to participate in an approved clinical trial according to the trial protocol with respect to treatment of cancer or another life-threatening disease or condition. To be a qualified individual, there is an additional requirement that a determination be made that the individual’s participation in the approved clinical trial is appropriate to treat the disease or condition. That determination can be made based on the referring health care professional’s conclusion or based on the provision of medical and scientific information of the individual.

Routine Costs as defined for purposes of these new federal requirements, with some important exceptions, generally include all items and services consistent with the coverage provided under the plan (or coverage) for a qualified individual (ex. for treatment of cancer or another life-threatening disease or condition) who is not enrolled in a clinical trial. However, costs associated with the following are excluded from that definition, and the plan or issuer is not required under federal law to pay for the following:

- The cost of the investigational item, device or service.
- The cost of items and services provided solely to satisfy data collection and analysis needs and that are not used in direct clinical management.
- The cost for a service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

Approved Clinical Trial is defined in the statute as a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition and is one of the following:

- A federally funded or approved trial.
- A clinical trial conducted under an FDA investigational new drug application.
- A drug trial that is exempt from the requirement of an FDA investigational new drug application.

With respect to an individual’s right to select providers, a plan or issuer may require the individual to
participate in the approved clinical trial through a participating provider if the provider will accept the individual as a participant in the trial.

Centers of Excellence – Any Participant in need of an organ transplant or other eligible procedure may contact the Claims Administrator to initiate the pre-certification process resulting in a referral to a Center of Excellence. The Claims Administrator acts as the primary liaison with the Center of Excellence, patient and attending Physician for all transplant admissions taking place at a Center of Excellence.

These centers have the greatest experience in performing applicable procedures and the best survival rates. The Plan Administrator shall determine what network Centers of Excellence are to be used.

If a Plan Participant chooses not to use a Center of Excellence, the payment for services will be limited to what would have been the cost at the nearest Center of Excellence.

Additional information about this option, as well as a list of Centers of Excellence, will be given to covered Employees and updated as requested.

Colonoscopy At-Home Cancer Screening — In addition to the services covered under the Preventive Care benefit, the Plan will cover one at-home FIT-DNA colorectal screening (Cologuard) every three years for Plan Participants starting at age 50 and continuing through age 75 years.

Complex Care Management – Plan Participants may be eligible to receive 100% coverage for certain services as part of the Plan’s Complex Care Management program. This program provides access to one of the Plan’s Centers of Excellence for complex care conditions, which may include one or more of the following:
- Life-threatening conditions.
- Conditions that cause serious disability without necessarily being life threatening.
- Conditions associated with severe consequences.
- Conditions affecting multiple organs.
- Conditions requiring coordination of management by multiple specialties.
- Conditions requiring treatments that carry a risk of serious complications.

Examples of conditions that may qualify for participation in the program include: neurological disorders, gastroenterological disorders, infectious disease, pediatric disorders, Multiple Sclerosis, Inflammatory Bowel Disease, and unique cancers, transplants, cardiac disease, dialysis, spinal fusion, or ventricular assist devices.

Participation in the program is voluntary. The Claims Administrator may contact Plan Participants with program details. Plan Participants may also inquire about the program by contacting the phone number on the ID card.

Eligible Participants will receive a medical record review by a Center of Excellence provider covered at 100% with no deductible to determine if an on-site evaluation would be beneficial.

If the Center of Excellence facility determines that an on-site evaluation would be beneficial, the Claims Administrator will coordinate the travel and care for the Participant, and a companion caregiver. Travel expenses will also be covered at 100% with no annual deductible in accordance with travel policies in effect.

Claims for eligible services performed at one of the Centers of Excellence included in the program are covered at 100% with no annual deductible.

To participate in the Complex Care Management program, all of the following requirements must be met:
- The Participant and designated caregiver must agree to abide by program requirements.
- The Participant must be able to travel for medical care and must not require emergency care at the time of travel.
- The Center of Excellence at which the Participant will receive services will be determined by the geographical location of residence and indicated service.
- The Participant acknowledges that the Center of Excellence must receive necessary medical records prior to acceptance into the program.
- The Participant must identify the designated caregiver. The caregiver must agree (and be able to) meet...
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- The Participant must provide the Center of Excellence physician with contact information for a local physician who has agreed to manage follow-up care after the Participant returns home from the Center of Excellence.
- Centers of Excellence services must be preauthorized by the Claims Administrator of the program in order to be covered under the Plan.

NOTE: Services provided at facilities other than one in the Complex Care Management program, or services prior to arrival or subsequent to discharge from a Center of Excellence through coordination and approval by the Claims Administrator, will be subject to regular coverage terms under the Plan. In addition, services performed at a Center of Excellence that are not eligible services under the Complex Care Management program will be subject to regular coverage terms under the Plan.

Dental Injury – Charges for injury to or care of the mouth, teeth, gums and alveolar processes will be covered under Medical Benefits only if that care is for the following oral surgical and dental procedures:

- Excision of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth.
- Emergency repair due to injury to sound natural teeth. This repair must be made within 12 months from the date of an accident.
- Surgery needed to correct accidental injuries to the jaws, cheeks, lips, tongue, floor and roof of the mouth.
- Excision of foreign bony growths of the jaw and hard palate.
- External incision and drainage of cellulitis.
- Incision of sensory sinuses, salivary glands or ducts.
- Removal of impacted teeth. (Only covered under medical when dental benefits exhausted.)
- Dental services when need for such service is directly related to another medical condition for which treatment is covered under the Plan. This coverage becomes effective only after the member has exhausted benefits available under the Dental Services portion of the Plan, and is limited to those services excluding dental implants. Medical documentation must be provided indicating medical condition warranting the necessity of such dental services, and approved by the utilization review organization. Cosmetic dental services are not a covered expense.

No charge will be covered under Medical Benefits for dental and oral surgical procedures involving orthodontic care of the teeth, periodontal disease and preparing the mouth for the fitting of or continued use of dentures.

Diabetic Education/Training – The diabetic training and education provided after the member is initially diagnosed with diabetes, which is medically necessary for the care and management of diabetes, including, without limitation, counseling in nutrition and the proper use of equipment and supplies for the treatment of diabetes. Also, the training and education which is medically necessary as a result of a subsequent diagnosis that indicates a significant change in the symptoms or condition of the member which requires modification of the program of self-management of diabetes.

Diagnostic Services – Diagnostic laboratory and x-ray expense, including charges for electrocardiograms, electromyograms, pneumoencephalograms, basal metabolism tests, or similar diagnostic tests generally approved by physicians throughout the United States. This benefit includes professional fees from a physician, as well as facility charges for diagnostic services.

Dialysis – Charges for dialysis therapy when used for treatment of an illness or injury and rendered in accordance with a physician’s written treatment plan. Dialysis equipment rental, supplies, upkeep and the training of the covered individual, or the technician who attends him, to operate the equipment.

Durable Medical Equipment – Rental and fitting of durable basic (i.e. non luxury) medical equipment (but not to exceed the purchase price) or purchase of such equipment where only purchase is permitted or where purchase is more cost-effective due to a long-term need for the equipment. Such equipment must be prescribed by a Physician and required for therapeutic use in treatment of an active illness or Accidental Injury. Durable medical equipment includes such items as braces, crutches, wheelchairs, hospital beds, traction apparatus, head halters, cervical collars, oxygen and dialysis equipment, seat lifts, TENS, pumps,
power operated vehicles, speech generating devices, insulin infusion pump, osteogenesis stimulators, neuromuscular stimulators, etc.

• **Brace Replacements:** Unless there is sufficient change in the Plan Participant's physical condition to make the device no longer functional, replacement of leg, arm, back, and neck braces are limited to one replacement every three years.

• **Breastfeeding Support and Supplies:** Breast pumps purchased through a contracted Dunblane Medical Equipment supplier will be processed under the Preventive benefit with no cost-sharing. Breast pumps purchased from a retail outlet (i.e., Babies'R'Us) will be reimbursed as an Out-of-Network benefit.

**Eye Correction Surgery**—Racial Keratotomy or other eye surgery to correct near-sightedness when visual acuity could not have been corrected to 20/50 with eyeglasses or contact lenses prior to surgery. Procedure must be performed by an ophthalmologist.

**Family Planning**—All charges including medical history, physical examination, related laboratory tests, medical supervision in accordance with generally accepted medical practice, information and counseling on contraception, and after appropriate counseling, medical services connected with surgical therapies, including vasectomy and tubal ligation. Food and Drug Administration approved contraceptive methods, sterilization procedures and patient education and counseling as prescribed by a health care provider for women with reproductive capacity (not including abortifacient drugs) will be covered by the plan with no network cost sharing to the member.

**Gender Reassignment**—All charges for services related to gender reassignment will be covered in accordance with medical necessity guidelines. Benefits include pre- and post-surgical hormone therapy but does not include any cosmetic surgery. A candidate for gender reassignment must be 18 years of age or older, been confirmed with gender dysphoria, and actively participating in a recognized gender identity treatment program. Gender reassignment will be limited to one change per lifetime.

There is no coverage for the reversal of gender reassignment, cosmetic surgery or travel costs.

**Hearing Aids and Exams**—All charges for services or supplies in connection with hearing aids including the fitting and repair of hearing aids. Charges are covered up to a maximum of $3,000 every 3 years.

**Home Health Care**—These are the charges made by a home health care agency, for the following services and supplies furnished to a member in his/her home in accordance with a home health care plan. The home health care must have been established in lieu of hospital or skilled nursing facility confinement.

• Part-time or intermittent nursing care by a registered graduate nurse (R.N.) or by a licensed practical nurse (L.P.N.) if the services of a registered graduate nurse (R.N.) are not available.

• Part-time or intermittent home health aide services which consist primarily of caring for the patient.

• Physical therapy, occupational therapy, respiratory therapy,

• Speech Therapy—only to restore or rehabilitate speech loss.

• Medical supplies, drugs and medicines prescribed by a physician, and laboratory services provided by or on behalf of a hospital, but only to the extent that such charges would have been covered if the family member had remained in the hospital.

Each visit by a registered graduate nurse (R.N.) or licensed practical nurse (L.P.N.) to provide nursing care, by a therapist to provide physical, occupational, or speech therapy, and each visit of up to four hours of home health aide services shall be considered as one home health care visit.

**Limitations**

Home health care expenses will not be included as covered medical expenses if they are for:

• Services or supplies not specified in the home health care plan;

• Services of a member of your family, your spouse/grandfathered domestic partner's family, or your household;

• Services of any social worker;

• Transportation services.
Hospice Care - Hospice care of a Plan Participant with a terminal prognosis (life expectancy of 6 months or less) who has been admitted to a formal program of Hospice care. Eligible expenses include Hospice charges for:

- Hospice facility services and supplies rendered on an inpatient basis;
- Nursing care by a registered graduate nurse, a licensed practical nurse, a vocational nurse or a public health nurse whom is under the direct supervision of a registered nurse;
- Medical supplies, including drugs and biologicals and the use of medical appliances;
- Physician services and
- Services, supplies and treatments deemed medically necessary and ordered by a Physician.

Hospital Services - Inpatient and outpatient hospital expenses will be eligible for coverage if they are determined to be medically necessary and appropriate for the proper treatment of the Plan Participant's condition. Inpatient hospital stays will be payable according to the average semi-private room rate. After 23 observation hours, a confinement will be considered an inpatient confinement. Private room allowance is the average semi-private room charge or 90% of the lowest charge by the facility for private rooms in a facility that does not provide any semi-private accommodations, unless it is deemed medically necessary. Also covered under hospital services are:

- Ambulatory/Surgical Center - Services and supplies provided by an ambulatory surgical center in connection with a covered outpatient surgery.
- Birthing Center - Services and supplies provided by a birthing center in connection with a covered pregnancy.
- Blood - Charges for whole blood or blood plasma, administration of blood, blood processing and materials and supplies of technicians. If the patient donates his own blood for himself prior to surgery the Plan will pay up to the reasonable and customary amount for processing as if the blood was donated from a donor. Please note that the cost for blood or plasma replaced by or for the patient is not reimbursed under the Plan.
- Diagnostic X-ray and Laboratory - Facility fees for diagnostic x-ray and laboratory examinations.
- Emergency Medical Care - The initial treatment of an Emergency Medical Condition as defined herein with acute symptoms of sufficient severity to require immediate medical attention. Outpatient Emergency Services and supplies to treat injuries caused by an accident. Please note: Emergency Room treatment of a condition that does not meet the definition of Emergency Medical Condition is not covered and charges will be the Participant's responsibility.
- Intensive Care Unit - Hospital charges for intensive care accommodation.
- Medical Care or Supplies - Special hospital charges for inpatient medical care or supplies received during any period room and board charges are made. This does not include personal supplies or convenience items such as slippers, toothbrushes, guest trays, etc.
- Pre-Admission Testing - Outpatient tests and studies required for your scheduled admission to a hospital. Pre-admission testing must be done within 5 days before a pre-scheduled hospital confinement and be related to the condition which causes the confinement.
- Medicine - Medicines which are dispensed and administered to a Plan Participant during an Inpatient confinement.

Inpatient Medical Rehabilitation Care - The inpatient rehabilitation services in a licensed acute care hospital rehabilitation unit, or skilled nursing facility for short term, active, progressive rehabilitation services that cannot be provided in an outpatient or home setting. Maximum of 60 days in a calendar year.

Maternity and Newborn Care - Maternity expenses are covered to the same extent as any other illness. Coverage will NOT include expenses incurred by a surrogate mother, who is not a Plan Participant. Maternity expenses are available to a dependent child up through and including delivery. Hospital nursery services and a physician's exam provided during the birth confinement to a covered well newborn child, including a PKU test and circumcision. Breast pumps will be covered under the Health Care Reform Mandated Preventive Services benefit level and are limited to one per pregnancy.
Newborns' and Mothers' Health Protection Act

In compliance with the Newborns' and Mothers' Health Protection Act, group health plans and health insurance issuers generally may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the Plan or the issuer for prescribing a length of stay less than 48 hours (or 96 hours).

Medical Supplies – Disposable medical supplies such as casts, splints, trusses, surgical dressings, colostomy bags and related supplies, and catheters.

Mental Health – For Plan purposes, shall mean any disease or condition, regardless of whether the cause is organic, that is classified as a Mental or Nervous Disorder in the current edition of International Classification of Diseases, published by the U.S. Department of Health and Human Services, is listed in the current edition of Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association or other relevant State guideline or applicable sources, except for those conditions that are expressly excluded in the list of Medical Limitations and Exclusions Section. All licensed Mental Health Providers such as Psychiatrists (M.D.), psychologists (Ph.D.), counselors (LCSW, LMFT, & LADC), or any practitioner of the healing arts licensed and regulated by a State or Federal agency acting within the scope of their license may bill the plan for covered mental health services. No benefits will be provided for residential treatment facilities.

Midwife – Services of a registered nurse midwife when provided in conjunction with a covered pregnancy.

Occupational Therapy – Therapy provided under the direction of a physician and by a certified occupational therapist, utilizing arts, crafts or specific training in daily living skills, to improve and maintain a patient's ability to function. Additional visits subject to review for medical necessity. Covered expenses do not include recreational programs, maintenance therapy, or supplies used in occupational therapy.

Organ Transplants – Expenses incurred by a Plan Participant who is the recipient of a human organ or tissue transplant which is not experimental or investigational in nature. There is no coverage under the Plan for charges or services incurred in obtaining donor organs if such charges or services are covered under any group or individual coverage of the donor. The transplant must be performed at a Plan designated or contracted organ transplant facility to receive the maximum benefits.

Orthotics – Custom molded devices for the feet.

Partial Hospitalization – Partial hospitalization must be a medically necessary alternative to inpatient hospitalization for mental health treatment or substance abuse treatment. This service is designed for patients who do not require 24-hour care, but who would benefit from more intensive treatment than ordinarily offered on an outpatient basis, and are subject to the same limitations and conditions as mental health or substance abuse treatment.

Physical Therapy – Professional services of a licensed physical therapist, when specifically prescribed by a physician or surgeon as to type, frequency, and duration, but only to the extent that the therapy is for improvement of bodily function. Additional visits subject to review for medical necessity.

Physician Services – Medical and surgical treatment by a physician (M.D. or D.O.) including office, home or hospital visits, and consultations. Also includes Radiologists, Pathologists and other licensed medical professionals.

- Allergy Testing and Treatment – Including coverage for allergy injections.
- Hospital Visits – Physician consultation services during your hospital confinement and expenses for inpatient visits by a physician.
- Office Visits – Covered services for office visits include expenses for most services and supplies provided in the physician's office.
Preventive Care – The Plan will provide preventive health care services mandated through the ACA legislation, including Preventive Care such as immunizations, screenings, and other services that are listed as recommended by the United States Preventive Services Task Force (USPSTF), the Health Resources and Services Administration (HRSA), and the Federal Centers for Disease Control (CDC).


**Important Note:** The Preventive Care services identified through this link are recommended services, not mandated services. It is up to the Provider and/or Physician of care to determine which services to provide; the Plan Administrator has the authority to determine which services will be covered.

**Preventive and Wellness Services for Adults and Children** – In compliance with section (271) of the Affordable Care Act, benefits are available for evidence-based items or services that have in effect a rating of “A” or “B” in the current recommendations of the United States Preventive Services Task Force (USPSTF).

Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control and Prevention with respect to the individual involved. With respect to infants, children, and adolescents, evidence-informed Preventive Care and screenings as provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA).

A description of Preventive and Wellness Services can be found at [https://www.healthcare.gov/preventive-care-benefits/](https://www.healthcare.gov/preventive-care-benefits/).

**Women’s Preventive Services** – With respect to women, such additional Preventive Care and screenings as provided for in comprehensive guidelines supported by the Health Resources and Services Administration not otherwise addressed by the recommendations of the United States Preventive Service Task Force, which will be commonly known as HRSA’s Women’s Preventive Services Required Health Plan Coverage Guidelines. The HRSA has added the following eight categories of women’s services to the list of mandatory preventive services:

- a. Well-woman visits;
- b. Gestational diabetes screening;
- c. HPV DNA testing;
- d. Sexually transmitted infection counseling;
- e. HIV screening and counseling;
- f. FDA-approved contraception methods and contraceptive counseling;
- g. Breastfeeding support, supplies, and counseling; and
- h. Domestic violence screening and counseling.


For information about breastfeeding support and supplies, including breast pumps, please contact the customer service number on the back of the member ID card. Breast pumps purchased from a retail outlet (e.g., Babies ’R Us) will be reimbursed as an Out-of-Network benefit.

**Private Duty Nursing Care** – The private duty nursing care by a licensed nurse (R.N., L.P.N., or L.V.N.). Covered charges for this service will be included to this extent:

- **Inpatient Nursing Care** – Charges are covered only when care is Medically Necessary or not Custodial in nature and the Hospital’s Intensive Care Unit is full or the Hospital has no Intensive Care Unit.
- **Outpatient Nursing Care** – Charges are covered only when care is Medically Necessary and not
Custodial in nature. The only charges covered for Outpatient nursing care are those outlined under Home Health Care. Outpatient private duty nursing care on a shift-basis is not covered.

Prosthetics - Artificial limbs, eyes or other prosthetic appliances required to replace natural limbs, eyes or other body parts, devices that support or correct the function of a limb or the torso while a person is covered by the Plan. May also include helmets, extremity prosthetic additions, electric prosthetic joints, facial prosthesis provided by a non-physician, voice amplifiers, cranial remodeling orthosis, and lower extremity orthosis, and knee braces. Prosthetic devices necessitated by a functional birth defect in a covered Dependent child.

* Brace Replacements. Unless there is sufficient change in the Plan Participant’s physical condition to make the device no longer functional, replacement of leg, arm, back, and neck braces are limited to one replacement every three years.

Radiation Therapy - Care and services for radium and radioactive isotope therapy.

Respiratory Therapy - Professional services of a licensed respiratory therapist, when specifically prescribed by a physician or surgeon as to type and duration, but only to the extent that the therapy is for improvement of respiratory function.

Screenings Due to Possible Exposure - The Southern Nevada Health District has determined that unsafe medical practices have been occurring at several Las Vegas-area medical clinics; and those unsafe medical practices identified by the Southern Nevada Health District may have exposed Plan Participants to hepatitis B, hepatitis C, and HIV. Plan Participants who had potential exposure to hepatitis B, hepatitis C, and HIV, due to unsafe medical practices in Las Vegas area medical clinics, and who have received written notification from the Southern Nevada Health District recommending laboratory screening for the participant, or meet other eligibility requirements, shall be eligible for laboratory screenings for these tests. Eligibility requirements will be determined by the Plan Administrator. Testing will be subject to all Plan provisions.

Second Surgical Opinion - A second surgical opinion consultation following a surgeon’s recommendation for surgery. The Physician rendering the second opinion regarding the Medical Necessity of a proposed surgery must be qualified to render such a service, either through experience, specialist training or education, or similar criteria, and must not be affiliated in any way with the Physician who will be performing the actual surgery.

A third opinion consultation will also be covered if the second opinion obtained does not concur with the first Physician’s recommendation. This third Physician must be qualified to render such a service and must not be affiliated in any way with the Physician who will be performing the actual surgery.

Skilled Nursing Facility - Benefits are provided for Semi-Private room and board and ancillary supplies that are provided by a skilled nursing facility, but only when:

- Confinement is for the same condition causing the preceding confinement;
- Admission to the skilled nursing facility occurs within fifteen (15) days following discharge from an accredited hospital of a confinement of at least 3 days where services were rendered for the same or related conditions;
- The attending Physician certifies that the confinement is needed for further care of the condition that caused the Hospital confinement; and,
- The attending Physician completes a treatment plan which includes a diagnosis, the proposed course of treatment and the projected date of discharge from the Skilled Nursing Facility.

Sleep Disorders - Care and treatment for sleep disorders when deemed Medically Necessary.

Smoking Cessation - Care and treatment for smoking cessation programs as determined by The Department of Health and Human Services (HHS). Additional information can be found by visiting http://www.healthcare.gov. Note: It is advised to check this list regularly as it is subject to change without notice.

Speech Therapy - Speech therapy by a qualified speech therapist, other than a close relative, to restore or rehabilitate any speech loss or impairment caused by injury or illness, (except a mental, psychosexual or
personality disorder) or by surgery for that injury or illness, and includes speech therapy undertaken for correction of physical bodily function, i.e. swallowing. Speech therapy undertaken for correction of stuttering is not an eligible charge. In the case of congenital defect, expenses will be considered only if incurred after corrective surgery for the defect. Additional visits subject to review for medical necessity.

Substance Abuse — For Plan purposes substance abuse is physical and/or emotional dependence on drugs, narcotics, alcohol or other addictive substances to a debilitating degree. It does NOT include tobacco dependence or dependence on ordinary drinks containing caffeine. Psychiatrists (M.D.), psychologists (Ph.D.), counselors (LCSW, LMFT, & LADC), or any other practitioner of the healing arts licensed and regulated by a State or Federal Agency may bill the Plan directly. All licensed mental health providers acting within the scope of their license may bill the Plan for covered substance abuse services. No benefits will be provided for charges from any residential treatment facilities.

Surgical Services — The following services you receive from a professional provider will be considered eligible expenses:

- Anesthesia — Anesthetics and services of a Physician or registered nurse anesthetist for the administration of anesthesia.
- Assistant Surgeon — the services of an assistant surgeon not to exceed 20% of the reasonable and customary charge of the primary surgeon.
- Multiple Surgical Procedures - Charges for multiple surgical procedures will be a covered expense subject to the following provisions:
  - If two or more surgical procedures are performed during the same session through the same incision, natural body orifice or operative field, the amount eligible for consideration under the Plan is the allowable for the largest amount billed for one procedure, plus 50% of the allowable for each of the additional procedures performed, unless the provider agreement states otherwise.
  - If two or more surgical procedures are performed during the same session through different incisions, natural body orifices or operative fields, the amount eligible for consideration under the Plan is the allowable for the largest amount billed for one procedure, plus 50% of the allowable for all other procedures performed, unless the provider agreement states otherwise.
  - EXCEPTION to subsections (i) and (ii) — Any procedure that includes the current procedural terminology (CPT) descriptive wording of “list separately in addition to the code for the primary procedure” will be allowed at 100%.
  - If multiple unrelated surgical procedures are performed by 2 or more surgeons on separate operative fields, benefits will be based on the contracted allowable or Reasonable and Customary Charge for each surgeon’s primary procedure and limited in total to 150% of the combined total, and
  - If an assistant surgeon is required, the assistant surgeon’s covered charge will not exceed 20% of the surgeon’s Reasonable and Customary allowance.
- Surgical Dressings — Expenses related to surgical dressings, splints, casts and other devices used in the reduction of fractures and dislocations.

Temporomandibular Joint (TMJ) Syndrome — The treatment of jaw joint disorders including conditions of structures linking the jaw bone and skull and the complex of muscles, nerves and other tissues related to the temporomandibular joint. Care and treatment shall include, but is not limited to physical therapy. Any appliance that is attached to or rests on the teeth and orthodontic services is covered under the Dental plan. This does not include orthognathic surgery.

Urgent Care — illness or injury that does not appear to be life threatening, but still requires care within 24 hours. Some examples include: fever or flu, cough, cold, rash, infections, strain, sprain, vomiting, diarrhea, minor broken bones (i.e., toes or fingers).

Wellness Benefits The Plan provides a wellness benefit up to $200.00 per calendar year for the following routine services for each covered employee/retiree and covered spouse, and covered dependent child through age 26. This benefit may not be accumulated from year to year, if the benefit is not used each year. To receive reimbursement, Plan Participants must complete a Wellness Benefit Designation Form with substantiation in order to receive this benefit. For the submission of medications for smoking cessation or weight loss, the medication must be recognized and approved by the FDA for the treatment of smoking cessation or weight loss; receipts must be from a pharmacy and include the name of the drug, patient’s name, date dispensed, and amount of purchase. The wellness benefit does NOT cover Deductibles, co-
payments, coinsurance, or any amount over the Reasonable and Customary amount as determined by the Plan.

1. Check-ups (including routine physical examination, laboratory tests and x-rays) or immunizations not covered under the Preventive and Wellness Services as specified by the Affordable Care Act
2. Eyeglasses or contact lenses (not covered by vision plan; a copy of the EyeMed denial form and/or explanation of benefits MUST be attached to the claim form)
3. Minor outpatient surgical procedures
4. Programs to stop smoking as approved by a physician
5. Weight loss program as approved or prescribed by a physician
6. Wigs (cranial prosthesis) due to hair loss caused by chemotherapy treatments
MEDICAL EXCLUSIONS AND LIMITATIONS

No payment will be made under any provision of this Plan for expenses incurred by a Plan Participant for:

Administrative Fees – Expenses for missed appointments, completion of claim forms or provided medical information to determine coverage, and/or charges for telephone consultations.

Batteries – Replacement batteries for wheelchairs or other durable medical equipment.

Biofeedback – Biofeedback, recreational, or educational therapy, or other forms of self-care of self-help training or any related diagnostic testing except as provided under the Autism Spectrum Disorder.

Complications of non-covered treatments – Care, services or treatment required as a result of complications from a treatment not covered under the Plan.

Cosmetic Surgery – Any surgery, service, drug or supply designed to improve the appearance of an individual by alteration characteristic which is within the broad range of normal but which may be considered unpleasing or unsightly, except when:

- Necessary by a non-occupational accidental injury, disease, or infection which occurs and is treated while the patient is covered by the Plan.
- Surgery is performed to reconstruct a prior mastectomy, which was medically necessary;
- Necessary to correct a congenital abnormality in a child.

Counseling – Expenses for religious, marital, family or relationship counseling.

Court-Ordered Care – Any care, confinement or treatment of a Plan Participant in a public or private institution as the result of a court order.

Custodial Care – Care or confinement primarily for the purpose of meeting personal needs which could be rendered at home or by persons without professional skills or training. Any type of maintenance care which is not reasonably expected to improve the patient’s condition, except as may be included as part of a formal Hospice care program.

Educational or Vocational Testing – Services for educational or recreational therapy; vocational testing or training; learning disabilities; behavior modification therapy; any form of non-medical self-care or self-help training, including any related diagnostic testing; music therapy; health club memberships; aquatic or pool therapies. Charges incurred for special education or training for learning disorders.

Any expense related to the services performed by a physician or other professional provider enrolled in an education or training program when such services are related to the education or training program.

Employees of Covered Facilities – Professional services billed by a physician or nurse who is an employee of a clinic, hospital or skilled nursing facility and paid by the facility for the services that they provide.

Excess Charges – The part of an expense for care and treatment of an injury or illness that is in excess of the reasonable and customary charge.

Excess Skin Removal following Bariatric Surgery – The removal of excess skin following bariatric surgery.

Exercise Program – Exercise programs, equipment or supplies made or used for physical fitness, athletic training, or general health upkeep.

Experimental or Investigational – Charges for Experimental or Investigational services, treatments, supplies or drugs which have not been approved by the United States Food and Drug Administration. The Affordable Care Act (ACA) along with Section 2709 of the Public Health Service Act (PHSA) limits what treatment may be considered experimental and/or investigational. Refer to Clinical Trials in the Covered Medical Expenses section for more information.

Eye Care – Radial keratotomy or other eye surgery to correct near-sightedness (except as provided elsewhere in the Plan). Also, routine eye examinations, including refractive errors, lenses for the eyes and exams for their...
fitting. This exclusion does not apply to aphakic patients and soft lenses or scleral shells intended for use as corneal bandages.

Foot Care – Expenses for routine or cosmetic foot care, such as corns, calluses, flat foot conditions, supportive devices for the foot (except custom foot orthotics as specified in the Covered Medical Expenses section), treatment of subluxations of the foot (except capsular or bone surgery), toe nails (except surgery for ingrown nails), fallen arches, weak feet, chronic foot strain, and symptomatic complaints of the foot. Orthopedic shoes are not covered (except when permanently attached to braces).

Foreign Travel – Care, treatment or supplies out of the United States if travel is for the sole purpose of obtaining medical services.

Genetic Testing and Counseling – Unless required as part of the prior authorization process to dispense pharmaceautics or as required by the Food and Drug Administration, expenses for genetic testing and counseling, are excluded unless otherwise indicated in this document as a covered expense.

Government Coverage – Care, treatment or supplies furnished by a program or agency funded by any government for which the Plan Participant is not liable for payment. This does not apply to covered expenses rendered by a United States Veteran’s Administration Hospital when services are provided for a non-service related illness or injury, Medicaid or when otherwise prohibited by law.

Hair Loss – Care and treatment for hair loss including wigs, hair transplants or any drug that promises hair growth, whether or not prescribed by a physician.

Holistic or Homeopathic Medicines – Services, supplies or accommodations provided in connection with holistic or homeopathic treatment, including drugs.

Hypnosis – Services, supplies or treatment related to the use of hypnosis.

Illegal Acts – Charges for an injury or illness caused wholly, partially, directly or indirectly by engaging in an illegal act or occupation; by committing or attempting to commit any crime, criminal act, assault or other felonious behavior; or by participating in a riot or public disturbance. In compliance with the Health Insurance Portability and Accountability Act, if an injury results from a medical condition or act of domestic violence, the plan will not deny benefits for the injury. A medical condition includes both physical and mental illnesses.

Immunizations. Expenses for the administration of a vaccine to provide immunity and resistance to certain diseases, except as otherwise provided in this document.

Infertility Treatment – Expenses for the promotion of conception including, but not limited to artificial insemination, in vitro fertilization, GIFT (Gamete Intra Fallopian Transfer), fertility studies, sterility studies, non-surgical procedures and related treatment. However, charges for testing to determine the diagnosis of infertility are covered.

Maintenance Care – Services or supplies that cannot reasonably be expected to lessen the patient’s disability or to enable him to live outside of an institution.

No Charge – Charges for which the Plan Participant and/or the Plan are not legally required to pay, including charges, which would not have been made if no coverage existed. This exclusion is subject to the right, if any, of the United States Government to recover reasonable and customary charges for care provided in a military or veterans’ hospital.

No Obligation to Pay – Expenses for services that are furnished under conditions, which the Plan Participant has no legal obligation to pay. This exclusion will not apply to eligible expenses that may be covered by state Medicaid coverage where federal law requires the employer’s plan to be primary.

No Physician Recommendation – Care, treatment, services or supplies not recommended, prescribed, performed or approved by a legally qualified physician; or treatment, services or supplies when the Plan Participant is not under the regular care of a physician. Regular care means ongoing medical supervision or treatment that is appropriate care for the injury or illness.

Non-Emergency Hospital Admissions – Care and treatment billed by a Hospital for non- Medical
Emergency admissions. This does not apply if surgery is performed within 24 hours of admission.

Not Medically Necessary – Charges, which are determined not to be medically necessary.

Not Specified as Covered – Services, treatments and supplies that are not specified as covered under this Plan.

Obesity – Services, supplies for anesthetics, obesity or weight, except when provided for treatment of morbid obesity or as required under the preventive care benefit.

Occupational and/or Work Related – Any condition for which the Plan participant has or had a right to compensation under any Workers’ Compensation or occupational disease law, or any other legislation of similar purpose, or is otherwise deemed by statute to be care or treatment compensable under the Nevada Industrial Insurance Act commencing at NRS Chapter et seq. However, if the Plan provides benefits for any such condition, the Plan Administrator will be entitled to establish a lien upon such other benefits up to the amount paid.

Orthognathic Surgery – The surgical correction of a skeletal anomaly or malformation of the jaw involving the mandible or maxillary joint.

Penalties – For a charge refused by another Plan as a penalty assessed due to non-compliance with that Plan’s rules and regulations.

Personal Comfort Items – Personal care or comfort items, such as, but not limited to, barber/beautician services, radio, television, and telephone services, guest meals, guest cots, rental of humidifiers, massage equipment, air conditioners, air-purification units, electric heating units, orthopedic mattresses, nonprescription drugs and medicines, elastic bandages or stockings, and first-aid supplies and non-hospital adjustable beds. Expenses for personal hygiene and convenience items considered personal comfort items are excluded from Plan coverage.

Plan design excludes. Charges excluded by the Plan design as mentioned in this document.

Postage – Any postage, shipping, or handling charges, which may occur in the transmission of information.

Prophylactic Services – Surgical services or treatment performed for the purpose of avoiding the risk of an illness, disease, physical or mental disorder or condition based on genetic information or genetic testing. Prophylactic mastectomy performed on individuals who have tested positive for the BRCA 1 or BRCA 2 mutations, and have positive findings of malignancy in one breast, will be covered.

Relative Providing Services – Charges for treatment or services of physicians, nurses, chiropractors, physical therapists, or other practitioners, who live in your home and/or if the provider of service is the employee’s spouse, child, or parent, whether the relationship is by blood or exists in law.

Replacement Prosthetic Devices/Braces – Replacement of braces of the leg, arm, back, neck or artificial arms or legs, unless there is sufficient change in the Plan Participant’s physical condition to make the original device no longer functional.

Residential Treatment Center – a live-in health care facility providing therapy for substance abuse, mental illness, or other behavioral problems.

Routine Care – Charges for the examinations, subsequent diagnostic testing, or corresponding items, including, but not limited to the following: premarital exams, physicals for college, camp, sports or travel; examinations for insurance, licensing or employment. Immunizations and inoculations are also excluded, except where specifically covered by the Plan.

Services Before or After Coverage – Charges for services and/or supplies provided before the effective date of coverage under the Plan, or provided after termination of coverage under the Plan.

Sexual Dysfunction – Expenses for services, supplies or drugs related to sexual dysfunction not related to
organic disease; sex therapy.

Sleep Disorders – Care and treatment for sleep disorders unless deemed medically necessary.

Surgical Sterilization Reversal – Care and treatment for the reversal of an elective surgical sterilization.

Third Party Liabilities – Any expenses caused by a third party when payment for such expenses has been paid (or will be paid) by the third party or the third party's insurance company (Please refer to the Coordination of Benefits and Subrogation sections).

Travel or Accommodations – Charges for travel or accommodations, whether or not recommended by a physician, except for ambulance charges as defined as a covered expense.

Vitamins or Dietary Supplements – Prescription or non-prescription organic substances used for nutritional purposes other than pre-natal vitamins by prescription only.

War – Treatment of injury or illness that is occasioned by insurrection of war or any act of war, whether declared or undeclared.
PRESCRIPTION DRUG EXPENSE BENEFIT

Clark County Self-Funded Group Medical and Dental Benefits Plan provides a Prescription Drug Plan. The Plan has contracted with a Pharmacy Benefit Manager to provide a comprehensive preferred formulary pharmaceutical benefit program. Coverage is provided only for those preferred formulary medications approved by the U.S. Food and Drug Administration (FDA) as requiring a prescription and FDA approved for the condition, dose, duration and frequency as prescribed by a Physician. The Plan Participant is responsible for the applicable co-payment when the card is presented in the drugstore.

Retail Co-payment
The retail co-payment is applied to each covered formulary prescription drug charge, which is shown in the Schedule of Benefits. The co-payment amount is not a covered charge under the Medical Plan, but does accumulate towards the Prescription Drug Out-of-Pocket Maximum. Formulary prescription coverage is available at any in-network retail pharmacy. The location of the in-network pharmacies is available through the Pharmacy Benefit Manager. Any one prescription is limited to a maximum of a 30-day supply with the exception of the Retail 90 day program.

Mail Order Drug Benefit Option
The mail order drug benefit option is available for up to a 90-day supply of non-emergency, extended use maintenance medications (those that are taken for long periods of time, such as drugs sometimes prescribed for heart disease, high blood pressure, etc.). Certain medications, such as controlled substances for pain management, are not available through the mail order program. The list of covered mail order medications is available through the Pharmacy Benefit Manager and is the easiest way to obtain covered maintenance medications.

Mail Order Co-payment
The co-payment is applied to each covered formulary mail order prescription charge, and is shown in the Schedule of Benefits. It is not a covered charge under the Medical Plan, but does accumulate towards the Prescription Drug Out-of-Pocket Maximum. Any one covered prescription is limited to a maximum of a 90-day supply.

Qualifying expenses includes:
• All formulary drugs prescribed by a Physician that require a prescription either by federal or state law, and are in treatment of an illness or injury.
• All formulary compounded prescriptions containing at least one prescription ingredient in a therapeutic quantity.
• Insulin when prescribed by a Physician.
• Injectable medications when prescribed by a physician, and as authorized through the Drug Utilization Review Program.
• Covered Prescription Drugs will be dispensed in accordance with the Pharmacy Benefit Manager preferred drug formulary or approved preferred generic substitution when permissible.
• Preferred Generic Prescription Drugs will be dispensed if: (a) the generic has been approved by the Food and Drug Administration (FDA), (b) the particular generic substitution has been manufactured by an FDA approved manufacturer, and (c) the generic substitution has been shown, through bioequivalent studies, to be equivalent to the name brand products in terms of bioavailability and therapeutic effectiveness.
• Contraceptives. All FDA approved contraceptives Drugs and methods, in accordance with HRSA guidelines and NRS 689B.0376, which requires coverage for up to 12 months of contraceptives Drugs in certain circumstances.
• Over-the-Counter (OTC) Drugs. OTC Drugs related to Preventive and Wellness Services as specified by the Affordable Care Act of 2010. A description of these services can be found at: https://www.healthcare.gov/preventive-care-benefits/. This includes FDA-approved generic Drugs and Over-the-Counter (OTC) Drugs, devices and supplies related to Women’s Preventive Services, as specified by the Affordable Care Act of 2010. A description of FDA-approved contraceptive methods can be found at: http://www.fda.gov/ForConsumers/ByAudience/ForWomen/WomensHealthTopics/scm117977.htm.
Coverage for Injectable Medications
All covered injectable medications, with the exception of insulin, require prior authorization through the Pharmacy Benefit Manager. Covered injectable medications listed on the preferred formulary include injectable drugs which are an accepted standard of care for self-administration. Covered injectables must be purchased through a contracted Specialty pharmacy participating in the pharmacy program only if prior authorized through the Pharmacy Benefit Manager. Contact the Pharmacy Benefit Manager to determine how your injectable medication will be covered.

Limits To The Prescription Drug Benefit
This benefit applies only when a Plan Participant incurs a covered prescription drug charge. The covered drug charge for any one prescription will be limited to:

• Refills only up to the number of times specified by a Physician.
• Refills up to one year from the date of order by a Physician.
• The reasonable and customary allowance as determined by the Pharmacy Benefit Manager.
• If a prescription is written for a Brand medication which has a generic equivalent and the prescribing physician does not specify “dispense as written” (DAW) the prescription will be filled with the generic equivalent. If the member requests the Brand medication, the member will be responsible for the Brand co-payment plus the difference in cost between the Brand and generic medication.
• If a covered dependent has pharmacy benefits through their primary health benefit plan, they must utilize the benefits of the primary pharmacy benefit first. This pharmacy benefit does not coordinate with the primary pharmacy benefit plan.

No prescription benefits will be paid for charges incurred for:

• Charges for therapeutic devices or appliances even though such devices may require a prescription. These include (but are not limited to) therapeutic devices, artificial appliances, braces, support garments, or any similar device.
• Any charge for the administration of a covered Prescription Drug (applies only to the Prescription Drug Program).
• Any drug or medicine that is consumed or administered at the place where it is dispensed (applies only to the Prescription Drug Program).
• Experimental drugs and medicines, even though a charge is made to the Plan Participant.
• Any drug not approved by the Food and Drug Administration.
• A charge for cosmetics, hair growth aids, dietary supplements and vitamins.
• Immunization agents or biological sera.
• Investigational. A drug or medicine labeled: “Caution - limited by federal law to Investigational use”.
• A charge excluded under Medical Plan Exclusions.
• A charge for Prescription Drugs which may be properly received without charge under local, state or federal programs.
• A drug or medicine that can legally be bought without a written prescription. This does not apply to injectable insulin.

Employer Group Waiver Plan (EGWP)
The Plan Administrator offers a Medicare Employer Group Waiver Plan (EGWP) to Medicare-eligible retirees and Medicare eligible dependents covered under the Plan. The EGWP meets requirements applicable to Medicare Part D and retirees and dependents enrolled in either Medicare Part A or B or Parts A and B will be automatically enrolled in the EGWP upon becoming Medicare-eligible. The Plan Administrator will collect the Medicare premium for Part D drug plan coverage except any additional premium imposed due to exceeding the income threshold as defined by the Social Security Administration. Covered drugs will be subject to the formulary approved by the Centers for Medicare and Medicaid Services.
As with Medicare Part D plans, members of the EGWP with a higher income may be assessed an Income Related Monthly Adjustment Amount (IRMAA). Failure to pay the required IRMAA amount will result in benefits being paid on an out-of-network basis for prescription drugs. Any assessed penalties will not apply to the member’s out-of-pocket maximum.

If a member is eligible for Part A or B or Parts A and B and does not enroll in Medicare coverage, the member will not have prescription benefits coverage under the Plan.

If a member elects Part D Prescription Drug Plan (PDP) outside of Clark County Self-Funded EGWP Plan, the member will not have prescription benefits coverage under the Plan. Prescription benefit coverage will be through the PDP plan otherwise selected by the member.

Contact the Pharmacy Benefit Manager for more information regarding EGWP.
CLAIMS PROCEDURES FOR SUBMITTING A CLAIM

How To File A Claim

For purposes of this Plan a filed claim for payment of benefits shall mean a completed paper or electronic claim form submitted to the Plan naming the specific claimant, the date of service, the charges, the specific medical condition or symptom, a specific treatment or service that was rendered or product provided by a qualified provider.

Preferred Network and In-Network (PPO) Claims

When a Plan Participant utilizes the services of PPO hospitals, physicians and other providers, involvement in the claims process will be minimal. After identifying as a Plan Participant of the Clark County Self-Funded Group Medical and Dental Benefits Plan, bills incurred for covered expenses under this Plan will be sent by the provider directly to the address identified on the Plan ID Card.

When the hospital or other provider submits bills, the payment will be sent to the providers directly. The Plan Participant will receive a copy of the Explanation of Benefits (EOB) showing the payments made and any deductibles or co-insurance involved in the benefits calculation.

To avoid a delay in claims processing, the PPO Provider should be provided with the Plan Participant’s ID card listing the current billing instructions for the claims administrator. If the claim is the result of an accident, please give date, place, and cause of accident, and a completed Accident Detail Form available from the Claims Administrator at: https://connect.healthaxis.com/hbxmember.aspx.

Out-of-Network Claims

When a Plan Participant incurs medical expenses for which it is believed reimbursement is due under the terms of the Plan, the necessary documentation must be filed with the Claims Administrator, HealthSCOPE Benefits, P.O. Box 99063, Lubbock, TX 79489-9005. Claim forms can be obtained from the Claims Administrator.

It is the Plan Participant’s responsibility to provide any information that is necessary for the Plan to make a prompt and fair evaluation of your claim. It is suggested that each time a claim is filed, the following information is provided:

- Plan Participant’s name, Plan ID Number and the Plan Number as shown on the ID card. If the claim is for a dependent, identify that individual in the same fashion as you did in your enrollment form.
- Have all charges presented on an original itemized bill listing dates of service, type of service and the charge for such service as rendered, including the provider’s name, address, telephone number, and tax identification number.
- Have the attending physician identify the diagnosis for which treatment was rendered on the bill.
- If the claim is the result of an accident, please give date, place, and cause of accident, and a completed Accident Detail Form available from the Claims Administrator at: https://connect.healthaxis.com/hbxmember.aspx.

Claim Timely Filing

If a Plan Participant claims benefits, a proof of claim must be furnished to the claims administrator within 60 days of the date charges for the service were incurred. If a written or electronic claim is not furnished to the claims processor within 12 months, the claim will be denied. Benefits are based on the Plan’s provisions at the time that the charges are incurred. Claims submitted after the 12-month period will not be considered for payment or may be reduced.

The Claim Administrator will determine if enough information has been submitted to enable proper consideration of the claim. If not, more information may be requested from the claimant. The Plan reserves the right to have a Plan Participant seek a second medical opinion.
A request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If a claim is wholly or partially denied, the Claims Administrator will furnish the Plan Participant with written notice of its denial. The request will be processed within 10 working days after receipt of claim. If not approved in whole or part, written notice will be provided which contains the following information:

1. The specific reason or reasons for the denial;
2. Specific reference to those Plan provisions on which denial is based;
3. A description of any additional information or material necessary to correct the claim and an explanation of why such material or information is necessary; and
4. Appropriate information as to the steps to be taken if a Plan Participant wishes to submit the claim for review.

Claim Overpayments

A Plan Participant shall be responsible for repaying the Plan any overpayments made to the Plan Participant, dependents or any providers directly. Failure to make such repayment (or agree to terms acceptable to the Plan Administrator regarding such repayments) after written notice from the Plan Administrator requesting a repayment shall result in the reduction of future claim payments which would otherwise be payment to the Plan Participant and/or his/her dependents, or to a service provider on behalf of the Plan Participant and/or his/her dependents. In the event the Plan Administrator should be required to institute litigation to enforce this provision of the Plan, the Plan Administrator upon prevailing will be entitled to recover pre-judgment interest and reasonable attorneys’ fees in addition to any other relief provided by law.

Non U.S. Providers of Emergency Services

Expenses for Emergency Services which are rendered by a Provider whose principal place of business or address for payment is located outside the United States (a "Non U.S. Provider") to treat an Emergency Medical Condition services are payable under the Plan at the out-of-network level, subject to all Plan exclusions, limitations, maximums and other provisions, under the following conditions:

1. Benefits may not be assigned to a Non U.S. Provider;
2. The Participant is responsible for making all payments to Non U.S. Providers, and submitting receipts to the Plan for reimbursement;
3. Benefit payments will be determined by the Plan based upon the exchange rate in effect on the Incurred Date;
4. The Non U.S. Provider shall be subject to, and in compliance with, all U.S. and other applicable licensing requirements; and
5. Claims for benefits must be submitted to the Plan in English.

How To Appeal A Claim Denial

Time Sensitivity: If any appeal does not comply with the timelines set forth in this provision below, the right to appeal the adverse benefit determination will be lost.

To appeal an adverse benefit determination or to review administrative documents pertinent to the claim, send a written request to the Claims Administrator or Clark County Office of Risk Management within the time limits described herein. A full and fair review of the claim will be made with no deference given to the initial benefit determination. As part of the review, the Plan Participant or the Plan Participant’s authorized representative are allowed to review all Plan Documents and other information that affect the claim and are allowed to submit issues, comments, documents, records or other information that had not previously been submitted, as provided herein below.

During the period that the claim is being reconsidered, if there is reason to believe that medical records contain information that should be disclosed by a physician or other health professional, the Plan Participant or the Plan Participant’s authorized representative will be referred to the physician for the information before the Plan will provide the requested documents directly to the Plan Participant or the Plan Participant’s authorized representative. However, if the provider fails to provide the requested information to the Plan Participant or the Plan Participant’s authorized representative in a reasonable period of time and
without charge, the request will be honored by the Plan. Neither the Plan Participant nor the Plan Participant’s authorized representative will be provided access to or copies of files of other Plan Participants. For an appeal resulting in an adverse benefit determination, the identity of any medical or vocational expert consulted in connection with the appeal will be provided upon request, without regard to whether the advice was relied upon in making the determination.

All interpretations, determinations, and decisions of the reviewing entity with respect to any claim will be its sole decision based upon the Plan documents. All decisions of the Plan Administrator will be deemed final and binding.

Appeals of Adverse Benefit Determinations Will be Considered as Follows:

1. First Level Appeal – Plan Administrator
   The Plan Participant or the Plan Participant’s authorized representative has 180 days after receipt of an Explanation of Benefits (EOB) to appeal an adverse benefit determination to the Plan Administrator, through the Claims Administrator. The Plan Administrator will make a full and fair review of the claim, with no deference given to the initial determination. As part of the review, the Plan Participant or the Plan Participant’s authorized representative are allowed to review all Plan documents and other papers that affect the claim and are allowed to submit issues and comments and argue against the denial in writing. The Plan Administrator will make a determination within 30 days after receiving a claim appeal.

2. Second Level Appeal – Group Health Committee
   If the Plan Administrator upholds the Claims Administrator’s adverse benefit determination, the Plan Participant or the Plan Participant’s authorized representative may, within 30 days of receiving the Plan Administrator’s written denial of a First Level Appeal, request review by the Plan’s Group Health Committee. Appeals to the Group Health Committee (Committee) will be resolved according to the following procedure:
   - Only a Plan Participant or a Plan Participant’s authorized representative may submit a written appeal to the Committee. The request for this Second Level Appeal should be submitted in writing to the Plan Administrator through the Clark County Office of Risk Management.
   - The Office of Risk Management will submit the request for Second Level Appeal to the Committee for its review at the next monthly meeting of the Committee.
   - The Plan Participant or Plan Participant’s authorized representative will be notified of the date scheduled for the Committee review, and may submit additional written information for the Committee’s consideration, including medical records, medical opinions, or statements. Additional written material must be provided to the Office of Risk Management at least 5 business days in advance of the scheduled Committee review date.
   - Within 30 days after the Committee completes its review of the appeal, the Committee, through the Office of Risk Management, will provide the Plan Participant or Plan Participant’s authorized representative with a written determination regarding the appeal.

3. Third Level Appeal – External Review
   Within 180 days of the Plan Participant or Plan Participant’s authorized representative’s receipt of the Group Health Committee’s written decision to uphold an adverse benefit determination, the Plan Participant or Plan Participant’s authorized representative may request an External Review. To request an External Review, the Plan Participant or Plan Participant’s authorized representative must submit a written request for External Review to the Claims Administrator. An independent organization will then review the decision and provide the Plan Participant or Plan Participant’s authorized representative with a written determination. If this organization decides to overturn an adverse benefit determination, the Plan Administrator will provide coverage or payment as directed by the External Review, consistent with the Review’s interpretation of the Plan Document.

If the adverse benefit determination is upheld, there is no further review available under the appeals process.

If you or your representative fail to file a request for review (appeal) in accordance with the claims procedures as described above, you or your representative will have no right to review. The denial of your
claim will become final and binding.

Frequently Asked Claims Procedure Questions:

What if a Plan Participant needs help understanding an adverse benefit determination?
Contact the Claims Administrator via the customer service phone number on the back of the ID Card for assistance in understanding an adverse benefit determination.

What if a Plan Participant doesn’t agree with the determination? A Plan Participant has a right to appeal any adverse benefit determination as set forth in this section above.

What if a situation is urgent? If the situation meets the definition of urgent under the law, the review will be conducted on an expedited basis. Generally, an urgent situation is one in which a Plan Participant’s health may be in serious jeopardy or, in the opinion of the physician, a Plan Participant may experience pain that cannot be adequately controlled while waiting for a decision on the appeal. A Plan Participant may request an expedited appeal by contacting customer service at the number on the back of the Plan Participant’s ID Card.

Who may file an appeal? A Plan Participant or someone who is named to act for a Plan Participant (an authorized representative) may file an appeal. An authorized representative is a person who is chosen by and identified to assist or authorized to represent the Plan Participant, including a family member, provider, employer representative or attorney. An assignment of benefits by a Plan Participant to a health care provider does not constitute designation of an authorized representative.

Can a Plan Participant provide additional information about my claim? Yes, a Plan Participant may supply additional information to the Claims Administrator.

Can a Plan Participant request copies of information relevant to my claim? Yes, a Plan Participant may request copies (free of charge) by contacting the Claims Administrator at the number on the back of the ID Card.

Definitions and Rights Relevant to the Appeal Process

Adverse Benefit Determination. Any denial, reduction or termination of a benefit, or failure to provide or make payment (in whole or in part) for a benefit. An adverse benefit determination includes denials made on the basis of eligibility, utilization review, and restrictions involving services determined to be experimental or investigational, or not medically necessary or appropriate.

Authorized Representative. A person who is chosen by and identified to assist or authorized to represent the Plan Participant, including a family member, provider, employer representative or attorney. An assignment of benefits by a Plan Participant to a health care provider does not constitute designation of an authorized representative.

Right to Receive and Release Needed Information. Certain facts are needed to adjudicate claims in accordance with the provisions set forth in the Plan. The Plan Administrator has the right to decide which facts are required and may obtain the needed facts from or provide them to any other organization or persons. Each person claiming benefits under this Plan must provide any information required to pay the claim.

Medical Privacy. Medical information that is obtained and maintained in the course of processing claims will be secured and protected in accordance with state and federal laws, Health Insurance Portability and Accountability Act (HIPAA), regarding the Plan Participants’ privacy rights.
DENTAL BENEFITS

Right to Waive Dental Coverage
Employees have the right to waive dental coverage at Open Enrollment or upon proof of a mid-year qualifying event. Please note: choosing to waive the dental benefit does not reduce the health insurance premium.

If dental benefits have not been waived, this benefit applies when covered dental charges are incurred by a person while covered under this Plan.

A. DEDUCTIBLE

Deductible Amount. This is an amount of dental charges for which no benefits will be paid. Before benefits can be paid in a Calendar Year, a Plan Participant must meet the deductible shown in the Schedule of Dental Benefits.

Family Unit Limit. When the dollar amount shown in the Schedule of Benefits has been incurred by members of a Family Unit toward their Calendar Year deductibles, the deductibles of all members of that Family Unit will be considered satisfied for that year.

B. BENEFIT PAYMENT

Each Calendar Year benefits will be paid to a Plan Participant for the dental charges in excess of the deductible. Payment will be made at the rate shown under Dental Percentage Payable in the Schedule of Benefits. No benefits will be paid in excess of the Maximum Benefit Amount.

C. MAXIMUM BENEFIT AMOUNT

The Annual Maximum Dental Benefit Amount is shown in the Schedule of Dental Benefits.

D. DENTAL CHARGES

Dental charges are the Reasonable and Customary Charges made by a Dentist or other Physician for necessary care, appliances or other dental material listed as a covered dental service.

A dental charge is incurred on the date the service or supply for which it is made is performed or furnished. However, there are times when one overall charge is made for all or part of a course of treatment. In this case, the Claims Administrator will apportion that overall charge to each of the separate visits or treatments. The pro rata charge will be considered to be incurred as each visit or treatment is completed.
### Schedule of Self-Funded Dental Benefits

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Dental Percentage Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class A Services</td>
<td></td>
</tr>
<tr>
<td>Preventive/Diagnostic Dental</td>
<td></td>
</tr>
<tr>
<td>Class B Services</td>
<td></td>
</tr>
<tr>
<td>Basic Dental after Deductible</td>
<td></td>
</tr>
<tr>
<td>Class C Services</td>
<td></td>
</tr>
<tr>
<td>Major Dental after Deductible</td>
<td></td>
</tr>
<tr>
<td>Class D Services</td>
<td></td>
</tr>
<tr>
<td>Orthodontia after Deductible</td>
<td>Covered for children up to age 19</td>
</tr>
<tr>
<td></td>
<td>See the Class D Services: Orthodontic treatment and Appliances section for details on how this benefit is paid.</td>
</tr>
<tr>
<td><strong>Calendar Year Deductible</strong></td>
<td></td>
</tr>
<tr>
<td>Class A</td>
<td>Deductible Waived</td>
</tr>
<tr>
<td>Class B, Class C and Class D</td>
<td>$50.00 per Plan Participant</td>
</tr>
<tr>
<td></td>
<td>$100.00 Per Family</td>
</tr>
<tr>
<td><strong>Maximum Benefit Amount</strong></td>
<td></td>
</tr>
<tr>
<td>Class A, B, and C Services (Combined)</td>
<td>$2,000 Per Plan Participant Per Calendar Year</td>
</tr>
<tr>
<td></td>
<td>$4,000 Per Covered Family Per Calendar Year</td>
</tr>
<tr>
<td>Class D Services</td>
<td>$3,000 Per Plan Participant per Lifetime</td>
</tr>
</tbody>
</table>

*The Plan provides access to the Diversified Dental PPO network for Plan Participants enrolled in dental coverage. Out-of-network benefits are subject to Reasonable and Customary charges.*
COVERED DENTAL SERVICES

Class A Services: Preventative and Diagnostic Dental Procedures

Visits & Examinations

- Office visits during regular office hours, for periodic oral examination (limited to twice per calendar year).
- Office visits during regular office hours for treatment and observation of injuries to teeth and supporting structure (other than for routine operative procedures)
- Prophylaxis for children under age 14 (limited to twice per calendar year)
- Prophylaxis for individuals age 14 and over, treatments to include scaling and polishing (limited to twice per calendar year)
- Topical applications of sodium fluoride, including prophylaxis (limited to one treatment per year and to children under age 18)
- Emergency/palliative treatment per visit
- Sealants for dependent children under age 14 (lifetime maximum payable $150)

X-Rays

- Bitewing films (not more than twice per year)
- 2 films
- 4 films

Class B Services: Basic Dental Procedures

Visits & Examinations

- Professional visit after hours (payment will be made on the basis of services rendered or visit, whichever is greater)
- Professional visit during regular office hours – Problem focused
- Special consultation by a specialist for case presentation when diagnostic procedures have been performed by a general dentist

X-Rays & Pathology

- Single film
- Additional films (up to 12), each
- Entire denture series consisting of at least 14 films, including bitewings, if necessary (limited to once every 12 months)
- Introral, occlusal view, maxillary or mandibular, each
- Upper or lower jaw, extra-oral, one film
- Upper or lower jaw, extra-oral, one film
- Panoramic survey, maxillary and mandibular, single film (considered an entire denture series)
- Biopsy and examination of oral tissue
- Study models
- Microscopic examinations

Oral Surgery

- Includes local anesthesia and routine postoperative care
Extractions

- Uncomplicated (single)
- Each additional tooth
- Surgical removal of erupted tooth
- Postoperative visit (sutures and complications) after multiple extractions and impaction

Impacted Teeth

- Removal of tooth (soft tissue)
- Removal of tooth (partially bony)
- Removal of tooth (completely bony)

Alveolar or Gingival Reconstructions

- Alveolectomy (edentulous) per quadrant
- Alveolectomy (in addition to removal of teeth) per quadrant
- Alveolectomy with ridge extension, per arch
- Removal of palatal tons
- Removal of mandibular tori, per quadrant
- Excision of hyperplastic tissue, per arch
- Excision of pericoronal gingiva

Cysts & Neoplasms

- Incision and drainage of abscess
- Removal of cyst or tumor up to ½"
- Removal of cyst or tumor over ½"

Other Surgical Procedures

- Sinolithotomy (removal of salivary calculi)
- Closure of salivary fistula
- Dilatation of salivary duct
- Transportation of tooth root out of bud
- Removal of foreign body from bone (independent procedure)
- Maxillary sinusotomy for removal of tooth fragment or foreign body
- Closure of oral fistula of maxillary sinus
- Sequestrectomy for osteomyelitis or bone abscess, superficial
- Condylotomy of temporomandibular joint
- Mastoidectomy of temporomandibular joint
- Radical resection of mandible with bone graft
- Crown exposure for orthodontia
- Removal of foreign body from soft tissue
- Frenectomy
- Suture of soft tissue injury
- Injection of sclerosing agent into temporomandibular joint
- Treatment of trigeminal neuralgia by injection into second and third divisions

Anesthesia

- General, only when provided in conjunction with a surgical procedure
- Nitrous Oxide for dependent children under the age of six
Periodontics

- Periodontic prophylaxis (limited to one treatment every three months)
- Emergency treatment (periodontal abscesses, acute periodontitis, etc.)
- Subgingival curettage, root planing, scaling per quadrant (osseous debridement)
- Correction of occlusion related to periodontal problems per quadrant
- Gingivectomy (including post-surgical visits) per quadrant
- Gingivectomy, osseous or muco-gingival surgery (including post-surgical visits) per quadrant
- Gingivectomy, treatment per tooth (fewer than 6 teeth)
- Localized delivery of therapeutic agent via controlled vehicle into diseased crevicular tissue

Endodontics

Unless otherwise indicated, the limit shown is for one tooth

- Pulp capping
- Therapeutic pulpotomy (in addition to restoration)
- Vital pulpotomy
- Remineralization (Calcium Hydroxide, temporary restoration) as a separate procedure only

Root Canals - includes necessary x-rays and cultures but excludes final restoration.

- Single rooted canal therapy (Traditional method)
- Single rooted canal therapy (Milestone method)
- Bi-rooted canal therapy (Traditional method)
- Bi-rooted canal therapy (Milestone method)
- Tri-rooted canal therapy (Traditional method)
- Tri-rooted canal therapy (Milestone method)
- Endodontic retreatment
- Apicectomy (excluding filling of root canal)
- Apicectomy (separate procedure)

Restorative Dentistry

- Excludes inlays, crowns (other than stainless steel) and bridges. Multiple restorations in one surface will be considered as a single restoration

Amalgam Restorations - Primary Teeth

- Cavities involving one surface
- Cavities involving two surfaces
- Cavities involving three or more surfaces

Amalgam Restorations - Permanent Teeth

- Cavities involving one surface
- Cavities involving two surfaces
- Cavities involving three or more surfaces

Synthetic Restorations

- Silicate cement filling
- Plastic filling
- Composite filling involving one surface
- Composite filling involving two surfaces
- Composite filling involving three or more surfaces
Pins
- Pin (Retention) when part of the restoration used instead of gold or crown restoration
- Core buildup including any pins, prefabricated cast post and core in addition to crown

Crowns
- Stainless steel (when tooth cannot be restored with a filling material)

Full & Partial Denture Repairs
- Broken dentures, no teeth involved
- Partial denture repairs (metal)
- Replacing missing or broken teeth, each tooth

Adding Teeth to Partial Denture to Replace Extracted Natural Teeth
- First tooth
- First tooth with clasp
- Each additional tooth and clasp

Recesmentation
- Inlay
- Crown
- Bridge

Repairs Crowns & Bridges
- Repairs
- Relining or relining of dentures (limited to once every 36 months)

Restorative
- Gold restoration and crowns are covered only when teeth cannot be restored with a filling material

Inlays
- One surface
- Two surfaces
- Three or more surfaces
- Onlay, in addition to inlay allowance

Crowns
- Acrylic
- Acrylic with gold
- Acrylic with non-precious metal
- Porcelain
- Porcelain with gold
- Porcelain with non-precious metal
- Non-precious metal (full cast)
- Gold (full cast)
- Gold (1/4 cast)
- Gold dowel pin

Space Maintainers
- Includes all adjustments within 6 months after installation
- Fixed space maintainer (band type)
- Removal acrylic with round wire rest only
- Stainless steel clasps and/or activating wires, in addition to basic allowances, per wire or clasp
- Removal inhibiting appliance to correct thumb sucking
- Fixed or cemented inhibiting appliance to correct thumb sucking
- Occlusal guard

Class C Services: Major Dental Procedures

Prosthodontics

Bridge Abutments (see Inlays & Crowns under Class B Services) Pontics

- Cast Gold (sanitary)
- Cast non-precious metal
- Skoted facing (Steele's)
- Skoted pontic (True Pontic type)
- Porcelain fused to gold
- Porcelain fused to non-precious metal
- Plastic processed to gold
- Plastic processed to non-precious metal

Removal Bridge (Unilateral)

- One piece casting, gold or chrome cobalt alloy clasp attachment (all types), per unit including pontics

Dentures and Partial

- Fees for dentures and partial dentures include adjustments within 6 months after installation.
  Specialized techniques and characterizations are not eligible
- Complete upper denture
- Complete lower denture
- Partial acrylic upper or lower with gold or chrome cobalt alloy clasps, base, up to 4 teeth and 2 clasps
- Each additional tooth or clasp
- Partial lower or upper with chrome cobalt alloy lingual or palatal bar and acrylic saddles, base, up to 4 teeth and 2 clasps
- Simple stress breakers, extra
- Stabilate, base
- Each additional tooth or clasp
- Special tissue conditioning, per denture
- Denture duplication (jump case), per denture
- Adjustment to denture more than 6 months after installation

Dental Implants

- Surgical placement of endosteal implant
- Surgical placement of eposteal implant
- Surgical placement of tranosteal implant

Class D Services: Orthodontic Treatment and Appliances

This is treatment to move teeth by means of appliances to correct a handicapping malocclusion of the mouth if required by an overbite of at least four millimeters, crossbite, or protrusive or retrusive relationships to at least one cusp.

These services are available for covered dependent children under age 19.
1. Orthodontia benefits terminate when a dependent child turns 19.

2. Orthodontia treatment will include preliminary study, including x-ray, diagnostic casts, active treatment and retention appliance.

3. The plan will pay a lifetime maximum of $3,000 per covered dependent child.

4. Orthodontia benefits are subject to Coordination of Benefits provisions.

The benefits for orthodontic charges will be paid as follows:
$750 - For Banding, or removable, fixed or cemented appliance for tooth guidance
$125 per month for monthly adjustments

Participant will be responsible for any orthodontic care that exceeds this payment schedule. In no event will benefits be payable for services incurred prior to the member’s effective date or after termination of coverage.
PREDETERMINATION OF BENEFITS

Before starting a dental treatment for which the charge is expected to be $300 or more, it is recommended that a predetermination of benefits form be submitted in order to remove any misunderstanding between you and your Dentist on benefits payable.

A regular dental claim form is used for the predetermination of benefits. The covered Employee fills out the Employee section of the form and then gives the form to the Dentist.

The Dentist must itemize all recommended services and costs and attach all supporting x-rays to the form.

The Dentist should send the form to the Claims Administrator at this address shown in the back of this booklet.

The Claims Administrator will notify the Dentist of the benefits payable under the Plan. The Plan Participant and the Dentist can then decide on the course of treatment, knowing in advance how much the Plan will pay.

If a description of the procedures to be performed, x-rays and an estimate of the Dentist’s fees are not submitted in advance, the Plan reserves the right to make a determination of benefits payable taking into account alternative procedures, services or courses of treatment, based on accepted standards of dental practice. If verification of necessity of dental services cannot reasonably be made, the benefits may be for a lesser amount than would otherwise have been payable.

ALTERNATE TREATMENT

Many dental conditions can be treated in more than one way. This Plan has an "alternate treatment" clause which governs the amount of benefits the Plan will pay for treatment covered under the Plan. If a patient chooses a more expensive treatment than is needed to correct a dental problem according to accepted standards of dental practice, the benefit payment will be based on the cost of the treatment which provides professionally satisfactory results at the most cost-effective level.

For example, if a regular amalgam filling is sufficient to restore a tooth to health, and the patient and the Dentist decide to use a gold filling, the Plan will base its reimbursement on the Diversified Dental PPO network allowable amount, or the Reasonable and Customary Charge for an out-of-network claim, for an amalgam filling. If the Plan bases its reimbursement on the Reasonable and Customary Charge, the patient will pay the difference in cost.

If a dental service is performed that is not on the list of dental services, but the list contains one or more other services that under customary dental practices are suitable for the condition being treated, then for the purpose of the coverage, the listed service that the Plan determines would produce a professionally satisfactory result will be considered to have been performed.
DENTAL EXCLUSIONS AND LIMITATIONS

Except as specifically stated, no benefits will be payable under this Plan for:

1. Crowns. Crowns for teeth that are restorable by other means or for the purpose of Periodontal Splinting.
2. Excluded under Medical. Services that are excluded under Medical Plan Exclusions.
3. Hygiene. Oral hygiene, plaque control programs or dietary instructions.
4. Prosthetic. Services which are not included in the list of covered dental services.
5. Medical Services. Services that, to any extent, are payable under any medical expense benefits of the Plan.
6. Orthognathic surgery. The surgical correction of a skeletal anomaly or malformation of the jaw involving the mandible or maxillary joint.
8. Replacement. Replacement of lost or stolen appliances and dentures.
9. Not Reasonably Necessary. A service not reasonably necessary or not customarily performed for the Dental and Orthodontia care of a covered individual.
10. Service Not Furnished. A service not furnished by a Dentist, except x-rays ordered by a Dentist and services by a licensed Dental Hygienist under the Dentist’s supervision.
11. U.S. Government Services (a) furnished by or on behalf of the U.S. Government, or any other government, unless as to such government payment is legally required, or (b) to the extent to which any benefit in connection with such a service or charge is provided under any law or governmental program under which the individual is, or could be, covered.
12. Prior Service. A service to a covered individual which is (a) an appliance, or modification of an appliance, for which an inspection was made before the person became a covered individual, or (b) a crown, bridge or gold restoration for which a tooth was prepared before the person became a covered individual, (c) root canal therapy, for which the pulp chamber was opened before the person became a covered individual, or (d) an orthodontic procedure in connection with which an active appliance has been installed prior to the first day on which the person became a covered individual.
13. Prior 5 Years. A partial or full removable denture or fixed bridgework, or for the addition of teeth thereto, or for a crown or gold restoration, if involving a replacement or modification of a denture, bridgework, crown or gold restoration which was installed during the immediately preceding five years.
14. Prior Extractions. A partial or full removable denture or fixed bridgework if involving replacement of one or more natural teeth extracted prior to the person’s becoming a covered individual under this Coverage, unless the denture of fixed bridgework also includes replacement of a natural tooth which (a) was extracted while the person is such a covered individual and (b) was not an abutment to a partial denture or fixed bridge installed within the immediately preceding five years.
15. Dental Implants to replace teeth extracted prior to the person becoming a covered individual under this Coverage.
16. Occupational. Care and treatment of an Injury or Illness that is occupational — that is, arises from work for wage or profit including self-employment.
17. Restorations. Restorations for the purpose of splinting, or to increase vertical dimension or restore occlusion.
18. Cosmetic. Services for cosmetic purposes unless made necessary by an Injury occurring while covered, or dental care of a congenital or developmental malformation. Facings on molar crowns or pontics are always considered cosmetic.
19. Appointments. Charges for failure to keep a scheduled appointment with a Dentist and/or completion of claim forms.
20. Reasonable and Customary. The portion of any charge for any service in excess of the reasonable and customary dental charge which is performed by a non-participating provider in the Diversified Dental PPO network. The reasonable and customary charge is the usual charge made by the provider for a like service in the absence of the coverage, but not more than the prevailing charges, as determined by the County, for dental care of comparable nature, made by providers of similar training and experience, within the area in which the service is actually provided. “Area” means the municipality (or in the case of a large city, the subdivision thereof) in which the service
is actually provided or such greater area as is necessary to obtain a representative cross section of charges for a like service.

**Extension of Benefits**

If coverage terminates for a covered individual while receiving treatment for which benefits would have been paid had coverage remained in effect, dental benefits will be extended to cover dental care received within 31 days after the date of termination. This extension is subject to all conditions and limitations of the Plan. This does not apply to orthodontic treatment.
DEFINED TERMS

Accidental Injury – Unforeseen and unintended injury. Muscle strains due to athletic or physical activity is not an accidental injury.

Active Employee is an Employee who performs all of the duties of his or her job with the Employer on a permanent full-time basis.

Administrative Period: An Administrative Period is a period of time between a Measurement Period and a Stability Period, during which Clark County will determine which employees classified as Variable Hour Employees are eligible for coverage, as well as notify and enroll those employees. For newly hired employees who are not determined to be Full-Time Employees on the date of hire, the Administrative Period also includes the period between date of hire until the end of the month after the date of hire, unless the date of hire is on the first of the month, and then the Administrative Period will start on the date of hire.

Ambulatory Surgical Center – A licensed facility that is used mainly for performing outpatient surgery, has a staff of physicians, has continuous physician and nursing care by registered nurses (R.N.s) and does not provide for overnight stays.

Applied Behavior Analysis – Applied Behavior Analysis (ABA) shall mean the design, implementation and evaluation of environmental modifications using behavioral stimuli and consequences to produce socially significant improvement in human behavior, including, without limitation, the use of direct observation, measurement, and functional analysis of the relations between environment and behavior.

Assignment of Benefits – Authorization by the employee for the Plan to pay benefits directly to the provider of the service.

Autism Spectrum Disorders – Autism Spectrum Disorders shall mean a neurological medical condition including, without limitation, autistic disorder, Asperger’s Disorder and Pervasive Developmental Disorder not otherwise specified.

Baseline shall mean the initial test results to which the results in future years will be compared in order to detect abnormalities.

Behavioral Therapy – Behavioral Therapy shall mean any interactive therapy derived from evidence-based research, including, without limitation, discrete trial training, early intensive behavioral intervention, intensive intervention programs, pivotal response training and verbal behavior provided by a licensed psychologist, licensed behavior analyst, licensed assistant behavior analyst or certified autism behavior interventionist.

Birththing Center – Any freestanding health facility, place, professional office or institution, where births occur in a home-like atmosphere. This facility must be licensed and operated in accordance with the laws pertaining to birthing centers in the jurisdiction where the facility is located. The birththing center must provide facilities for obstetrical delivery and short-term recovery after delivery (no more than 24 hours); provide care under the full-time supervision of a physician and either a registered nurse (R.N.) or a licensed nurse-midwife; and have a written agreement with a hospital in the same locality for immediate acceptance of patients who develop complications or require pre- or post-delivery confinement.

Biofeedback – Provides training to help an individual gain some element of voluntary control over autonomic body functions.

Business Associate – A person who, on behalf of a covered entity or of an organized health care arrangement in which the covered entity participates, but other than in the capacity of a member of the workforce of such covered entity or arrangement:

* Performs, or assists in the performance of a function or activity involving the use or disclosure of individually identifiable health information, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefit management, practice
management and repricing; or
• Provides, legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services to or for such covered entity, or to or for an organized health care arrangement in which the covered entity participates, where the provision of the service involves the disclosure of individually identifiable health information from such covered entity or arrangement, or from another business associate of such covered entity or arrangement, to the person.

Calendar Year – January 1st through December 31st of the same year.

Certer of Excellence – Centers of Excellence shall mean medical care facilities that have met stringent criteria for quality care in the specialized procedures of organ transplantation and other procedures (e.g., bariatric surgery). Refer to the Covered Medical Expenses section for more details.

Chiropractic Services – The detection and correction, by manual or mechanical means, of the interference with nerve transmissions and expressions resulting from distortion, misalignment or dislocation of the spinal (vertebral) column.

Claims Administrator – contracted third party responsible for processing health benefit claims in accordance with this plan document.


Cosmetic Surgery – Medically unnecessary surgical procedures which are primarily directed at improving an individual’s appearance and does not meaningfully promote the proper function of the body or prevent or treat illness or disease; including, but not limited to, plastic surgery directed toward preserving beauty.

Covered Entity – In terms of the HIPAA Privacy Regulations a Covered Entity includes (1) a health plan; a health care provider who transmits any health information in electronic form in connection with a covered transaction; or a health care clearinghouse that handles electronic claims from a provider.

Covered Expenses – Those expenses charged by a covered provider, medically necessary (see definition of medically necessary below) for the treatment of illness or injury, and not otherwise excluded by the Plan.

Custodial Care – Care (including room and board needed to provide that care) that is given principally for personal hygiene or for assistance in daily activities and can, according to generally accepted medical standards, be performed by persons who have no medical training. Examples of custodial care are help in walking and getting out of bed; assistance in bathing, dressing, feeding; or supervision over medication that could normally be self-administered.

Dentist is a person who is properly trained and licensed to practice dentistry and who is practicing within the scope of such license.

Domestic Partner means a person who, with an Employee as defined herein has: (1) a registered, valid domestic partnership pursuant to NRS 122A.100; and 2) has not terminated that domestic partnership pursuant to NRS 122A.300; and 3) is a person of the same gender as the Employee.

Durable Medical Equipment – Equipment which (a) Can withstand repeated use, (b) Is primarily and customarily used to serve a medical purpose. (c) Generally is not useful to a person in the absence of an illness or injury and (d) is appropriate for use in the home.

Effective Date means January 1, 2020. The provisions of the Plan as in effect on the date of service shall remain applicable with respect to Plan Participants on the date of service, and with respect to the Plan coverage available at the time the expenses were incurred.

Emergency Medical Condition – A medical condition manifesting itself by acute symptoms of sufficient severity including, but not limited to, severe pain, or by acute symptoms developing from a chronic medical condition that would lead a prudent layperson, possessing an average knowledge of health and medicine, to reasonably expect the absence of immediate medical attention to result in any of the following:

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• Placing the health of an individual, or with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy.
• Serious impairment to bodily functions.
• Serious dysfunction of any bodily organ or part.

Emergency Services - Health care items and services furnished or required to screen for or treat an emergency medical condition until the condition is stabilized, including pre-hospital care and ancillary services routinely available to the emergency department of a hospital.

Employee - A person directly employed in the regular business of, and compensated for services by Clark County on a regularly scheduled, full-time basis, and regularly scheduled to work for the employer in an employee/employer relationship.

Employer - includes the following public agencies: Clark County, Nevada; Clark County Water Reclamation District; University Medical Center of Southern Nevada; Henderson District Public Library, Southern Nevada Health District; the Las Vegas Convention & Visitors Authority; the Las Vegas Valley Water District; the Regional Transportation Commission of Southern Nevada County, Mt. Charleston Fire Protection District, and the Las Vegas Metropolitan Police Department.

End Stage Renal Disease - A condition that may qualify the Plan Participant for Medicare benefits. Should a Plan Participant become eligible for Medicare benefits because of ESRD, this plan will provide primary coverage or coordinate against Medicare benefits, in accordance with the rules publicized by Medicare regarding the liability of Medicare to provide benefits for care related to ESRD, including but not limited to dialysis or transplant, when group coverage is available.

Enrollment Date - First day of coverage, or first day of waiting period if there is a waiting period.

Essential Health Benefits means ambulatory patient services; emergency services; hospitalizations; maternity and newborn care; mental health and substance use disorder services; prescription drugs; rehabilitative services; laboratory services; preventive and wellness services and chronic disease management; and pediatric services including oral and vision care as provided by the pediatrician.

Experimental/Investigational - services, supplies, care and treatment which does not constitute accepted medical practice properly within the range of appropriate medical practice under the standards of the case and by the standards of a reasonably substantiated, qualified, responsible, relevant segment of the medical and dental community or government oversight agencies at the time services were rendered.

The Plan Administrator must make an independent evaluation of the experimental/non-experimental standings of specific technologies. The Plan Administrator shall be guided by a reasonable interpretation of Plan provisions. The decisions shall be made in good faith and rendered following a detailed factual background investigation of the claim and the proposed treatment. The Plan Administrator will be guided by the following principles:

• if the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished; or
• if the drug, device, medical treatment or procedure, or the patient informed consent document utilized with the drug, device, treatment or procedure, was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal law requires such review or approval;
• if Reliable Evidence shows that the drug, device, medical treatment or procedure is the subject of on-going phase I or phase II clinical trials, is the research, experimental, study or Investigational arm of on-going phase III clinical trials, or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis; or
• if Reliable Evidence shows that the prevailing opinion among experts regarding the drug, device, medical treatment or procedure is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis.
Reliable Evidence shall mean only published reports and articles in the authoritative medical and scientific literature; the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, medical treatment or procedure; or the written informed consent used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure.

Drugs are considered Experimental if they are not commercially available for purchase and/or they are not approved by the Food and Drug Administration for general use, procedure or technology. The facility will not be deemed a nursing home, a hotel, a school or a similar institution, a place of rest, for custodial care, for the aged, for drug addicts, for alcoholics, for the care of mentally ill or persons with nervous disorders, or for the care of senile persons.

Family Unit is the covered Employee or Retiree and the family members who are covered as Dependents under the Plan. If the lawful spouse or grandfathered domestic partner of a covered employee is also covered as an employee by this Plan, that individual will also be considered part of the family unit.

Fiduciary – The person or organization that has the authority to control and manage the operation and administration of the Plan.

Generic Drug – A prescription drug that has the equivalency of the brand name drug with the same use and metabolic disintegration. This Plan will consider as a generic drug any Food and Drug Administration-approved generic pharmaceutical dispensed according to the professional standards of a licensed pharmacist and clearly designated by the pharmacist as being generic.

Generic Information – Information about genes, gene products and inherited characteristics that may derive from an individual or a family member. This includes information regarding carrier status and information derived from laboratory tests that identify mutations in specific genes or chromosomes, physical medical examinations, family histories and direct analysis of genes or chromosomes.

Group Health Committee means the committee established by the Plan Administrator in accordance with the section titled Responsibilities for Plan Administrator.

Group Health Plan – Any individual or group plan, private or governmental, that provides or pays for medical care, to the extent specified in the HIPAA Privacy Regulations, 65 Fed. Reg. No. 220 (83463). Coverage is defined by the Health Benefit Plan Document.

Habilitation or Rehabilitative Care – Habilitative or Rehabilitative Care shall mean any counseling, guidance, and professional services and treatment programs, including, without limitation, Applied Behavior Analysis, that are necessary to develop, maintain and restore, to the maximum extent practicable, the functioning of a person.

Health Benefit Plan means a benefit plan that provides coverage for the reimbursement of inpatient or outpatient hospital services, physician services, diagnostic x-rays, and laboratory services, as well as dental care if available.


Home Health Care Agency – An organization that meets all of these tests:

- Is primarily engaged in and duly licensed, if such licensing is required by the appropriate licensing authority, to provide skilled nursing services and other therapeutic services;
- Has policies established by a professional group associated with the agency or organization which includes at least one registered graduate nurse (R.N.) to govern the services provided;
- Provides for full-time supervision of such services by a Physician or by a registered graduate nurse; Maintains a complete medical record on each patient; and
- Has a full-time administrator.
Home Health Care Plan must meet these tests: it must be a formal written plan made by the patient's attending physician which is reviewed at least every 30 days; it must state the diagnosis; it must certify that the home health care is in place of hospital confinement; and it must specify the type and extent of home health care required for the treatment of the patient.

Home Health Care Services and Supplies include: part-time or intermittent nursing care by or under the supervision of a registered nurse (R.N.); part-time or intermittent home health aide services provided through a Home Health Care Agency (this does not include general housekeeping services); physical, occupational and speech therapy; medical supplies; and laboratory services by or on behalf of the Hospital.

Hospice Agency – An agency where its main function is to provide hospice care services and supplies and is licensed by the state in which it is located, if licensing is required.

Hospice Care Plan – A plan of terminal patient care that is established and conducted by a hospice agency and supervised by a physician.

Hospice Care Services and Supplies – Those provided through a hospice agency and under a hospice care plan and include inpatient care in a hospice unit or other licensed facility, home care, and family counseling during the bereavement period.

Hospice Unit – A facility or separate hospital unit, which provides treatment under a hospice care plan and admits at least two unrelated persons who are expected to die within six months.

Hospital – An institution which is engaged primarily in providing medical care and treatment of sick and injured persons on an inpatient basis at the patient's expense and which fully meets these tests: it is accredited as a hospital by the Joint Commission on Accreditation of Healthcare Organizations; it is approved by Medicare as a hospital; it maintains diagnostic and therapeutic facilities on the premises for surgical and medical diagnosis and treatment of sick and injured persons by or under the supervision of a staff of physicians; it continuously provides on the premises 24-hour-a-day nursing services by or under the supervision of registered nurses (R.N.s); and it is operated continuously with organized facilities for operative surgery on the premises. The definition of hospital shall be expanded to include the following:

- A facility operating legally as a psychiatric hospital or residential treatment facility for mental health and licensed as such by the state in which the facility operates.
- A facility operating primarily for the treatment of substance abuse if it meets these tests: maintains permanent and full-time facilities for bed care and full-time confinement of at least 15 resident patients; has a physician in regular attendance; continuously provides 24-hour-a-day nursing service by a registered nurse (R.N.); has a full-time psychiatrist or psychologist on the staff; and is primarily engaged in providing diagnostic and therapeutic services and facilities for treatment of substance abuse.

Illness – Illness or disease, including pregnancy, mental or nervous disorder, alcoholism and substance abuse, requiring treatment by a physician.

Immunizations. The administration of a vaccine to provide immunity and resistance to certain diseases, by stimulating the body's own immune system to protect the individual against subsequent infection or disease.

Initial Administrative Period: An Initial Administrative Period is a period of time between an Initial Measurement Period and an Initial Stability Period, during which Clark County will determine which employees classified as Variable Hour Employees are eligible for coverage, as well as notify and enroll those employees. The Initial Administrative Period also includes the time period between the date of hire and the beginning of the Initial Measurement Period.

Initial Measurement Period: An Initial Measurement Period is a period of time that begins the first of the month following your date of hire and is twelve months in length. During an Initial Measurement Period, Clark County will calculate an employee's Hours of Service. If that employee averages 30 or more hours of service per week or 130 hours of service per month during that 12-month period, the employee will be considered a Full-Time Employee for purposes of health benefits during an Initial Stability Period.

Initial Stability Period: An Initial Stability Period is a period of time during which an employee will
either be considered to be a Full-Time Employee or Non-Full-Time Employee for purposes of eligibility for health benefits.

**Injury** – Accidental physical injury caused by unexpected external means requiring treatment by a physician.

**Intensive Care Unit (ICU)** – A separate, clearly designated service area, which is maintained within a hospital solely for the care and treatment of patients who are critically ill or injured. This also includes what is referred to as a coronary care unit (CCU) or an acute care unit (ACU). It has: facilities for special nursing care not available in regular rooms and wards of the hospital; special lifesaving equipment which is immediately available at all times; at least two beds for the accommodation of the critically ill; and at least one registered nurse (R.N.) in continuous and constant attendance 24 hours a day.

**Legal Custody** means a court order awarding legal custody to a person (other than a parent, legal guardian or government organization). For purposes of this Plan coverage, an award of legal custody must place financial responsibility for the minor child upon the person to whom custody is awarded.

**Legal Guardian** – A person recognized by a court of law as having the duty of taking care of the person and managing the property and rights of a minor child.

**Licensed Behavior Analyst** means a person who holds current certification or meets the standards to be certified as a board certified Behavior Analyst issued by the Behavior Analyst Certification Board, Inc., and whom the Board of Psychological Examiners licenses as a Behavior Analyst.

**Lifetime Maximum Benefit** – Refers to the maximum amount of certain benefits paid while covered under this Plan.

**Limiting Age** for covered children is to the end of the month in which the child reaches age 26.

**Measurement Period**: A Measurement Period is a period of time during which Clark County will “look back” to see how many hours of service per week Variable Hour Employees were credited on average. Clark County will use that average to determine the initial eligibility or continued eligibility for health benefits for these employees.

**Medical Care Facility** – A hospital, a facility that treats one or more specific ailments or any type of skilled nursing facility.

**Medical Emergency** – Accidental injury or sudden onset of a medical condition for which failure to get immediate medical care could be life threatening, cause serious harm to bodily functions, or seriously damage a body organ or part with acute symptoms requiring immediate medical care, including, but not limited to, conditions as heart attacks, cardiovascular accidents, poisonings, loss of consciousness or respiration, convulsions or other such acute medical conditions.

**Medically Necessary (Medical Necessity)** – Care and treatment recommended or approved by a Physician or Dentist, which is consistent with the patient's condition and/or accepted standards of medical and dental practice; is medically proven to be effective treatment of the condition and restores a bodily function; is not performed solely for the convenience of the patient or provider; is not conducted for investigative, educational, experimental or research purposes; and is the most appropriate level of service that can be safely provided to the patient. The fact that a physician may prescribe, order, recommend, or approve a service does not, of itself, make it medically necessary or make the charge a covered expense, even though it is not specifically listed as an exclusion under this Plan.

**Medicare** – The program established by Title I of Public Law 89-97 (79 Stat. 291) as amended, entitled Health Insurance for the Aged Act, 42 U.S.C. §§ 1395 et seq. and which includes: Part A - Hospital Insurance Benefits for the Aged and Disabled; Part B - Supplementary Medical Insurance Benefits for the aged and disabled.

**Medicare Entitlement** – Means receiving coverage from Medicare. Normally this is accomplished when an individual who is age 65 signs up for Social Security benefits, which automatically enrolls the individual in the
Medicare Program. Medicare coverage also is possible for individuals with kidney (end-stage renal) disease, or for individuals younger than age 65 who Social Security deems disabled, effective on the first day of the 25th month after the date the individual’s Social Security disability began. Social Security disability benefits do not begin until the sixth full month of disability.

Member is an employee who is currently employed by one of the Employers participating in this benefit plan and who is covered by the Plan, or a Retired Employee formerly employed by one of the Employers participating in this benefit plan, and who is currently covered by the Plan.

Mental Disorder — Any disease or condition that is classified as a mental disorder in the current edition of International Classification of Diseases, published by the U.S. Department of Health and Human Services or is listed in the current edition of Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association.

Morbid Obesity — A diagnosed condition in which the body weight exceeds the medically recommended weight by either 100 pounds or is twice the medically recommended weight in the most recent Metropolitan Life Insurance Company tables (or similar actuarial tables) for a person of the same height, age and mobility as the Plan Participant.

No-Fault Auto Insurance — The basic reparations provision of a law providing for payments without determining fault in connection with automobile accidents.

Orthotic Device — A device added to the body to stabilize or immobilize a body part, prevent deformity, protect against injury or assist with function.

Outpatient Care — Treatment including services, supplies and medications provided and used at a hospital under the direction of a physician to a person not admitted as a registered bed patient; or services rendered in a physician’s office, laboratory or x-ray facility, an ambulatory surgical center, or the patient’s home.

Pharmacy — A licensed establishment where covered prescription drugs are filled and dispensed by a pharmacist licensed under the laws of the state where he or she practices.

Pharmacy Benefit Manager (PBM) means an organization that has contracted with the Plan to provide covered prescription drugs through a comprehensive network of pharmacies.

Physician — Physician shall mean a Doctor of Medicine (M.D.), Doctor of Osteopathy (D.O.), Doctor of Dental Surgery (D.D.S.), Doctor of Podiatry (D.P.M.), Doctor of Chiropractic (D.C.), Audiologist, Certified Nurse Anesthetist, Acupuncturist, Licensed Professional Counselor, Registered Professional Physical Therapist, Midwife, Occupational Therapist, Optometrist (O.D.), Physiotherapist, Psychiatrist, Psychologist (Ph.D.), Speech Language Pathologist and any other practitioner of the healing arts who is licensed and regulated by a state or federal agency and is acting within the scope of his or her license.

Plan — The Clark County Self-Funded Group Medical and Dental Benefits Plan, which is a benefits plan for certain employees of Clark County, Nevada and is described in this document.

Plan Administrator is Clark County, Nevada, and any affiliates who have adopted the Plan.

Plan Participant is any Employee, Dependent, Retiree or Surviving Spouse who is covered under this Plan.

Plan Year — The 12-month period beginning on January 1st.

PPO Provider — A selected group of hospitals and physicians (preferred providers) offering quality care. Utilization management techniques are applied to covered services. The Plan pays network providers on a fee-for-service basis, usually at discounted rates.

Preferred Brand Name Prescription Drug means a brand name prescription drug currently listed on the Pharmacy Benefit Manager’s formulary as a preferred brand drug.
Preferred Generic Prescription Drug means a generic prescription drug currently listed on the Pharmacy Benefit Manager's formulary as a preferred generic drug.

Pregnancy — Childbirth and conditions associated with pregnancy, including complications.

Prescription Drug — Any of the following: a drug or medicine which, under federal law, is required to bear the legend: "Caution: federal law prohibits dispensing without prescription"; injectable insulin; hypodermic needles or syringes, but only when dispensed upon a written prescription of a licensed physician. Such drug must be medically necessary in the treatment of an illness or injury.

Preventive/Wellness Care — This includes services and supplies for screening procedures used to establish a baseline and regularly scheduled exams performed for the purpose of promoting good health and early detection of disease. See the services established by the U.S. Preventive Task Force for specific details at http://www.uspreventivewervices/taskforce.org/PageName/uspstf-a-and-b-recommendations.

Prophylactic Surgery or Treatment means surgical services or medical treatment performed for the purpose of avoiding the possibility or risk of an illness, disease, physical or mental disorder. This includes treatment or services based on genetic information or genetic testing, or the consequences of chromosomal abnormalities or genetically transmitted characteristics, when there is an absence of objective medical evidence of the presence of disease or physical or mental disorder.

Prosthetic Device — Replacement of a missing part by an artificial substitute, such as an artificial extremity.

Protected Health Information — Information that is created or received by Plan, or a Business Associate of the Plan, whether oral, written, or in electronic form, and relates to the past, present, or future physical or mental health or condition of a member; the provision of health care to a member; or the past, present, or future payment for the provision of health care to a member; and that identifies the member or for which there is a reasonable basis to believe the information can be used to identify the member. Individually Identifiable Health Information includes information of persons living or deceased.

Reasonable and Customary (R&C) is the reimbursement amount for a specific item or benefit under the Plan. The reasonable and customary amount is calculated by the Plan after having analyzed at least one of the following:

- For PPO physicians, hospitals, or other medical professionals providing the service or medical supplies, R&C amounts will be determined by Clark County based on the negotiated rate established in a contractual arrangement; or
- For non-PPO (out-of-network) physicians, hospitals, or other medical professionals providing the service or medical supplies, R&C amounts will be determined by Clark County — based upon the existing Medicare and ASP allowed amounts. Any charges not available to be paid based upon Medicare and ASP fee schedules will be paid at a percentage of the billed amount determined by Clark County.

Recovery — Monies paid to the Plan Participant by way of judgment, settlement or otherwise to compensate for all losses related to the injuries or illness whether or not said losses reflect medical, dental or other charges covered by the Plan.

Recovery from another plan under which the Plan Participant is covered. This right of recovery also applies when a Plan Participant recovers under an uninsured or underinsured motorist plan, homeowner's plan, renter's plan or any liability plan.

Rehabilitation Inpatient — Inpatient Rehabilitative Admission for physical therapy, speech therapy and occupational therapy when medically necessary to restore and improve function that was previously normal but lost following an accidental injury or illness.

Reimbursement — Repayment to the Plan for medical or dental benefits that the Plan has advanced toward care and treatment of the injury or illness.

Retired Employee - A former Employee of an Employer participating in this benefit plan, who has retired
from active employment with the Employer, and who is receiving retirement benefits through the Nevada Public Employees Retirement Act (NRS Chapter 286) or the Las Vegas Valley Water District Retirement Plan, and who elects to continue Plan coverage upon retirement consistent with Plan and Nevada Revised Statute requirements, or elects to reinstate Plan coverage as allowed by the Nevada Revised Statutes on the date of reinstatement.

**Routine Care** – The medical treatment or services neither directly related nor medically necessary for the diagnosis or treatment of a specific injury, illness or pregnancy-related condition, which is known or reasonably suspected.

**Skilled Nursing Facility** is a facility that fully meets all of these tests:
- It is licensed to provide professional nursing services on an inpatient basis to persons convalescing from injury or illness. The service must be rendered by a registered nurse (R.N.) or by a licensed practical nurse (L.P.N.) under the direction of a registered nurse. Services to help restore patients to self-care in essential daily living activities must be provided.
- Its services are provided for compensation and under the full-time supervision of a Physician.
- It provides 24 hours per day nursing services by licensed nurses, under the direction of a full-time registered nurse.
- It maintains a complete medical record on each patient.
- It has an effective utilization review plan.
- It is not, other than incidentally, a place for rest, the aged, drug addicts, alcoholics, mental retardates, Custodial or educational care or care of Mental Disorders.
- It is approved and licensed by Medicare.

**Special Enrollee** means an eligible employee, eligible family member, or retired employee who applies for coverage during a Special Enrollment Period following a Special Enrollment Event.

**Special Enrollment Period** means either a thirty-one (31) or sixty (60) day period following a Special Enrollment Event, as defined below.

**Special Enrollment Event** means an opportunity for a Special Enrollee to enroll for coverage:
- Within sixty (60) days of the following events:
  - A change in marital status, or
  - An addition of a newborn, adopted or eligible minor dependent child.
- Within thirty-one (31) days of the following events:
  - A change in Active Employee status to Retiree status, or Involuntary loss of eligibility with another group healthcare coverage.

**Spinal Manipulation/Chiropractic Care** – Skeletal adjustments, manipulation or other treatment in connection with the detection and correction by manual or mechanical means of structural imbalance or subluxation in the human body. Such treatment is done by a physician to remove nerve interference resulting from, or related to, distortion, misalignment or subluxation of, or in, the vertebral column.

**Stability Period**—A Stability Period is a period of time during which an employee will either be considered to be a Full-Time Employee or Non-Full-Time Employee for purposes of eligibility for health benefits. If an employee is determined to be Full-Time Employee during the immediately prior Measurement Period, that employee will be considered a Full-Time Employee eligible for health benefits for the immediately subsequent Stability Period. However, if the employee is determined not to be a Full-Time Employee during the immediately prior Measurement Period, then that employee will be considered a Non-Full-Time Employee who is not eligible for health benefits for the immediately subsequent Stability Period, unless you have a Change in Employment Status that causes you to become eligible for health benefits.

**Standard Administrative Period**—The Standard Administrative Period is a period of time between a Standard Measurement Period and a Standard Stability Period, during which the employer will determine which employees classified as Variable Hour Employees or Seasonal Employees are eligible for coverage, as well as notify and enroll those employees. The Standard Administrative Period will occur annually from
October 15 through December 31 of each year.

Standard Measurement Period: The Standard Measurement Period is a period of time that begins on October 15 each year and is twelve months in length. During a Standard Measurement Period, the employer will calculate an employee's Hours of Service. If the employee averages 30 or more hours of service per week or 120 hours of service per month during that 12-month period, the employee will be considered as a Full-Time Employee for purposes of health benefits during the Standard Stability Period. Hours will be credited for breaks longer than 4 weeks providing the break is no longer than 28 weeks. A maximum of 501 hours can be credited during a calendar year.

Standard Stability Period: The Standard Stability Period is a period of time during which an employee will either be considered to be a Full-Time Employee or Non-Full-Time Employee for purposes of eligibility for health benefits. The Standard Stability Period begins on January 1 and ends on December 31 each year.

Subrogation - The Plan's right to pursue the Plan Participant's claims for medical or dental charges.

Substance Abuse - The condition caused by regular excessive compulsive drinking of alcohol and/or physical habitual dependence on drugs which results in a chronic disorder affecting physical health and/or personal or social functioning. This does not include dependence on tobacco and ordinary caffeine-containing drinks.

Surviving Spouse is a spouse of a Retired employee who is deceased, and was a covered dependent at the time of the covered Retiree’s death.

Temporomandibular Joint (TMJ) syndrome is the treatment of jaw joint disorders including conditions of structures linking the jaw bone and skull and the complex of muscles, nerves and other tissues related to the temporomandibular joint. Care and treatment shall include physical therapy, surgery, and any appliance that is attached to or rests on the teeth. Orthodontia treatment is not covered.

Total Disability - A person's complete inability to perform any and every duty of his or her regular or customary occupation or similar occupation for which the Plan Participant is reasonably capable due to education and training, as a result of illness or injury, or a dependent's inability to perform the normal activities of a person of like age and sex who is in good health. A Plan Participant may not be engaged in any employment or occupation for wage or profit and be considered Totally Disabled. A Physician (M.D. or D.O.) must certify a Plan Participant as Totally Disabled. Also, the individual must be under the care of a Physician (M.D. or D.O.) in order to be Totally Disabled for benefit purposes.

Totally Disabled Child means a child who is incapable of self-sustaining employment by reason of mental challenge or incapacitation or physical disability, and is primarily dependent upon the covered member for support and maintenance.

Treatment Center - A facility licensed as a psychiatric, alcohol or substance abuse treatment facility by the state in which it is located that provides a planned program of treatment for mental and nervous disorders, or alcohol or substance abuse based on a written plan established and supervised by a physician.

Urgent Care - Medical treatment which if the regular time periods observed for claims were adhered to: (a) Could seriously jeopardize the life or health of the Plan Participant or their ability to regain maximum function; or (b) Would in the opinion of a physician with knowledge of the Plan Participants’ medical condition, subject the patient to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.

Utilization Review Administrator - Utilization Review Administrator is a group designed to monitor your proposed inpatient admission and some surgical/diagnostic procedures (refer to the Care Management Program provisions of this booklet and your Self-Funded Group Medical and Dental Benefits Plan identification card).

Variable Hour Employee: A Variable Hour Employee is an employee whose Hours of Service an employer cannot determine at the time of hire will average at least 30 hours per week or 130 hours per month.

Waiting Period - The period that must pass before an employee or dependent is eligible to enroll under the terms of a group health plan. If an employee or dependent enrolls on a special enrollment date, any period
before such special enrollment is not a waiting period.
LEGISLATIVE COMPLIANCE – HIPAA OPT-OUT

Under Federal law known as the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, as amended, group health plans must generally comply with the requirements listed below. However, the law also permits state and local governmental employers that sponsor health plans to elect to exempt a plan from these requirements for any part of the plan that is "self-funded" by the employer, rather than provided through a health insurance policy. Clark County and Affiliated entities have elected to exempt The Clark County Self-Funded from the following requirements:

1. Parity in the application of certain limits to mental health benefits. Group health plans (of employers that employ more than 50 employees) that provide both medical and surgical benefits and mental health or substance use disorder benefits must ensure that financial requirements and treatment limitations applicable to mental health or substance use disorder benefits are no more restrictive than the predominant financial requirements and treatment limitations applicable to substantially all medical and surgical benefits covered by the plan.
EFFECTIVE DATE: SEPTEMBER 23, 2019

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THAT INFORMATION. PLEASE REVIEW IT CAREFULLY.

If you have any questions about this Notice, please contact Clark County's HIPAA Compliance Office.

Who Will Follow This Notice:
This Notice describes the privacy policies of the Clark County Self-Funded Group Medical, Wellness, Vision, Prescription Drug, and Dental Benefits Plan (the “Plan”), which is sponsored by Clark County (“County”). Please note that each insurer of an insured program provided under the Plan will provide a separate notice of its privacy practices.

Our Pledge Regarding Medical Information
We understand that medical information about you and your health is personal, and we are committed to protecting it. We create a record of the care and benefits that you receive under the Plan. This notice applies to all of those records of your care and benefits.

We are required by law to:

- Make sure that medical information that identifies you is kept private;
- Provide you this Notice of our legal duties and privacy practices regarding your medical information; and follow the terms of the notice that are currently in effect. We may change the terms of our Notice at any time without advance notice to you. The new Notice will be effective for all medical information that we maintain at that time. Upon your request, we will provide you with any revised Notice of Privacy Practices. You may obtain a copy of the Notice by contact Clark County’s HIPAA Compliance Office at (702) 383-3854. The current version of this Notice may also be found on Clark County’s website at: http://www.clarkcounty nv.gov/audit/services/Pages/HIPAAProgramManagementOffice.aspx

How We May Use And Disclose Medical Information About You:
The following categories describe ways that we use and disclose medical information. Examples of each category are included. Not every use or disclosure in each category is listed; however, all of the ways we are permitted to use and disclose information fall into one of these categories:

For Treatment: We may use medical information about you to coordinate or manage medical treatment or services as Plan benefits. For example, we may disclose medical information about you to physicians or health care providers who are or will be involved in taking care of you. Your medical information may also be provided to a physician to whom you have been referred to ensure that the physician has the necessary information to provide treatment.

For Payments: We may use your medical information to pay for your health care benefits under the Plan. These activities may include making benefit determinations and paying claims. For example, the Plan may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Plan.

For Healthcare Operations: We may use or disclose, as needed, your medical information in order to support the business activities of the Plan. These activities include, but are not limited to, quality assessment and improvement, reviewing the competence or qualifications of health care professionals, disease management, case management, conducting or arranging for medical review, business planning and development, legal services and auditing functions (including fraud and abuse-compliance programs) and general administrative activities. For example, the Plan may use information about your claims to project future benefit costs or audit the accuracy of its claims processing functions. We may also use or disclose your medical information, as necessary, to contact you to remind you of an appointment.

We may share your medical information with third party “business associates” that perform various
activities (e.g., claims administration and eligibility status inquiries) for the Plan. Whenever an arrangement between the Plan and a business associate involves the use or disclosure of your medical information, we will have a written contract that contains terms to protect the privacy of your medical information.

Disclosures to Plan Sponsor: The Plan also will disclose your medical information to Clark County, the Plan's sponsor, for administrative purposes permitted by law and related to treatment, payment, or health care operations. The County has amended its plan documents to protect your medical information as required by federal law.

Others Involved In Your Healthcare: After we provide you an opportunity to object, and unless you object, we may disclose to a member of your family, a relative, a close friend or any other person you identify, your medical information that directly relates to that person's involvement in your health care. If you are unable to agree or object to such a disclosure because of incapacity or emergency circumstances, we may disclose such information as necessary that directly relates to that person's involvement in your care or payment for your care if we determine that it is in your best interest based on our professional judgment. We may use or disclose medical information to notify or assist in notifying a family member, personal representative or any other person that is responsible for your care, of your location, general condition or death. Finally, we may use or disclose your medical information to an authorized public or private entity to assist in disaster relief efforts and to coordinate uses and disclosures to family or other individuals involved in your health care.

Other Permitted and Required Uses and Disclosures That May Be Made Without Your Authorization or Opportunity to Object

We may use or disclose your medical information in the following situations without your authorization. These situations include:

Required By Law: We may use or disclose your medical information to the extent that the law requires the use or disclosure, including requested disclosures to the Secretary of the Department of Health and Human Services to determine our compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

Public Health: We may disclose medical information about you for public health activities. These activities generally include the following:

- to prevent or control disease, injury or disability;
- to report the abuse or neglect of children, elders and dependent adults;
- to report reactions to medications or problems with products;
- to notify people of recalls of products they may be using;
- to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition; and
- to notify the appropriate government authority if we believe a patient has been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.

Health Oversight: We may disclose medical information to a health oversight agency for activities authorized by law, such as audits, investigations and inspections. Oversight agencies seeking this information include government agencies that oversee the health care system, government benefit programs, other government regulatory programs and civil rights laws. For example, we may disclose medical information to a licensing board to investigate a complaint against a provider.

Legal Proceedings: We may disclose medical information in the course of any judicial or administrative proceeding, in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized), to investigating a complaint against a provider.

Law Enforcement: We may release medical information if asked to do so by a law enforcement official:
- In response to a court order, subpoena, warrant, summons or other similar process;
- To identify or locate a suspect, fugitive, material witness or missing person;
• About the victim of a crime if, under certain limited circumstances, we are unable to obtain the person’s agreement;
• About a death we believe may be the result of criminal conduct;
• About criminal conduct on County premises; or
• In emergency circumstances to report a crime; the location of the crime or victims; or the identity, description or location of the person who committed the crime.

Nevada Attorney General and Grand Jury Investigations: We may release medical if asked to do so by an investigator for the Nevada Attorney General, or a grand jury, investigating an alleged violation of Nevada laws prohibiting patient neglect, elder abuse or submission of false claims to the Medicaid program. We may also release medical information to an investigator for the Nevada Attorney General investigating an alleged violation of Nevada workers’ compensation laws.

Workers’ Compensation: We may disclose your medical information as authorized to comply with workers’ compensation laws and other similar legally established programs. These programs provide benefits for work-related injuries or illnesses.

For Specific Government Functions: We may disclose your medical information for the following specific government functions: (1) health information of military personnel, as required by military authorities; (2) health information of inmates, to a correctional institution or law enforcement official; and (3) for national security purposes.

YOUR RIGHTS

The following is a statement of your rights with respect to your medical information and a brief description of how you may exercise these rights.

You have the right to inspect and copy your medical information.

You may inspect and obtain a copy of medical information that is contained in a designated record set for as long as we maintain the medical information. A "designated record set" contains medical and billing records and any other records that the Plan uses to make decisions regarding your health care services or benefits. If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request.

Under federal law, you may not inspect or copy the following records: psychotherapy notes; information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, and medical information that is subject to a law that prohibits access to medical information. Depending on the circumstances, a decision to deny access may be reviewed. In some circumstances, you may have a right to appeal this decision.

If you wish to make a request for access, you should make your request to the applicable business associates named at the end of this Notice. You may also make a written request to our Privacy Officer with respect to designated records sets, if any, held by the County or any business associate not named at the end of this Notice.

You have the right to request a restriction of your medical information.

You may ask us not to use or disclose any part of your medical information for the purposes of treatment, payment or healthcare operations. You may also request that any part of your medical information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice. In your request, you must tell us: (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply (for example, disclosures to your spouse).

The Plan is not required to agree to a restriction that you may request. If the Plan believes it is in your best interest to permit use and disclosure of your medical information, your medical information will not be restricted. If the Plan does agree to the requested restriction, we may not use or disclose your medical information as described in the restricted.
information in violation of that restriction unless it is needed to provide emergency treatment. With this in mind, please discuss any restriction you wish to request with your caregiver.

If you wish to make a request to restrict uses and disclosures of your medical information, you should make your request to the applicable business associates named at the end of this Notice. You may also make a written request to Clark County’s HIPAA Compliance Office with respect to uses and disclosures by the County or any business associate not named at the end of this Notice.

You have the right to request to receive confidential communications from us by alternative means or at an alternative location.

You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail. We will accommodate reasonable requests. We may also condition this accommodation by asking you for information as to how payment will be handled or specification of an alternative address or other method of contact. We will not request an explanation from you as to the basis for the request. Your request must specify how or where you wish to be contacted.

If you wish to make a request for communications by alternative means, you should make your request to the applicable business associates named at the end of this Notice. You may also make a written request to Clark County’s HIPAA Compliance Office with respect to uses and disclosures by the County or any business associate not named at the end of this Notice.

You may have the right to have us amend your medical information.

If you feel that medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You may request an amendment of medical information about you in a designated record set for as long as we maintain this information. In certain cases, we may deny your request for an amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal.

If you wish to make a request to amend your medical information, you should make your request to the applicable business associates named at the end of this Notice. You may also make a written request to Clark County’s HIPAA Compliance Office with respect to designated records sets, if any, held by the County or any business associate not named at the end of this Notice.

We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- Was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
- Is not part of the medical information kept by or for the Plan;
- Is not part of the information which you would be permitted to inspect and copy; or
- Is accurate and complete.

You have the right to receive an accounting of certain disclosures we have made, if any, of your medical information.

This right applies to disclosures for purposes other than treatment, payment or healthcare operations, as described in this Notice. The right to receive this information is subject to certain exceptions, restrictions and limitations.

If you wish to make a request for an accounting, you should make your request to the applicable business associates named at the end of this Notice. You may also make a written request to Clark County’s HIPAA Compliance Office with respect to disclosures, if any, by the County or any business associate not named at the end of this Notice.

Your request must state a time period which may not be longer than six years and may not include dates before April 14, 2003. Your request should indicate in what form you want the list (for example, on paper, electronically). The first list you request within a 12-month period will be free. For additional lists, we may charge you for the costs of providing the list. We will notify you of the costs involved and you may choose

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to withdraw or modify your request at that time before any costs are incurred.

You have the right to receive a paper copy of this Notice.

You may ask us to give you a copy of this Notice at any time. Even if you have agreed to receive this Notice electronically, you are still entitled to a paper copy of this Notice upon request.

CHANGES TO THIS NOTICE

We reserve the right to change this Notice. We reserve the right to make the revised or changed Notice effective for medical information we already have about you as well as any information we receive in the future. The Notice will contain on the first page, in the top right-hand corner, the effective date.

COMPLAINTS

You may complain to us or to the Secretary of Health and Human Services (HHS) if you believe your privacy rights have been violated by us. To file a complaint with HHS, send a letter to:

Office of Civil Rights
Medical Privacy, Complaint Division,
U.S. Department of Health and Human Services
200 Independence Avenue, SW, HHH Building, Room 509H
Washington, D.C. 20201
866-527-7248 or for the hearing impaired call 886-788-4989

To file a complaint with the Plan, submit your complaint in writing and address it to:

Clark County HIPAA Compliance Program Management Office
P.O. Box 55120
Las Vegas, NV 89155.

You may also call (702) 383-3854 for further information about the complaint process.

We will not retaliate against you for filing a complaint.
OTHER USES OF MEDICAL INFORMATION

Other uses and disclosures of your medical information for marketing purposes or that constitute a sale of medical information can only be made with your written authorization. Other uses and disclosures of medical information not covered by this Notice or the laws that apply to us will be made only with your written authorization. If you provide us permission to use or disclose medical information about you by signing an authorization, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your permission, and that we are required to retain our records of the care that we provided to you.

The Plan is prohibited from using or disclosing protected health information that is genetic information for underwriting purposes.

Members will be notified following a breach of unsecured protected health information.

CONTACT INFORMATION

If you wish to exercise one or more of the rights listed in this Notice, contact the representative listed for the appropriate program(s) in which you participate:

Privacy Officer for the Benefit Administrator
Clark County HIPAA Compliance Program Management Office
P. O. Box 551120
Las Vegas, NV 89155
(702) 383-3854

Medical & Dental Plan
HealthSCOPE Benefits
Corporate Hill Drive
Little Rock, AR 72205
(501) 775-1551

Vision Plan
EyeMed VisionCare
111 Wacker Drive, Suite 700
Chicago, IL 60601
(888) 439-3633
RESPONSIBILITIES FOR PLAN ADMINISTRATION

PLAN ADMINISTRATOR. Clark County, Nevada is the Plan Administrator of the Self-Funded Group Medical and Dental Benefit Plan. The Plan Administrator may delegate to others one or more of its duties.

The Plan Administrator shall administer this Plan in accordance with its terms and establish its policies, interpretations, practices, and procedures. It is the express intent of this Plan that the Plan Administrator shall have maximum legal discretionary authority to construe and interpret the terms and provisions of the Plan, to make determinations regarding issues which relate to eligibility for benefits, to decide disputes which may arise relative to a Plan Participant's rights, and to decide questions of Plan interpretation and those of fact relating to the Plan. The decisions of the Plan Administrator will be final and binding on all parties.

DUTIES OF THE PLAN ADMINISTRATOR.

1. To administer the Plan in accordance with its terms.
2. To interpret the Plan, including the right to remedy possible ambiguities, inconsistencies or omissions.
3. To decide disputes which may arise relative to a Plan Participant's rights.
4. To prescribe procedures for filing a claim for benefits and to review claim denials.
5. To keep and maintain the Plan documents and all other records pertaining to the Plan.
6. To appoint a Claims Administrator to pay claims.
7. To delegate to any person or entity such powers, duties and responsibilities as it deems appropriate.

In addition, the Plan Administrator shall have the following duties.

(1) Contracting. Contracting and administering all agreements necessary or incidental to the operation of the Group Plan. The agreements which the Plan Administrator is authorized to enter into on behalf of the Group Plan include, but are not limited to, agreements for claims administration, preferred providers, excess and aggregate insurance, and utilization review.

(2) Trust Fund. Administration of the expendable trust fund established for the deposit of contributions and the payment of expenses necessary for the operation of the Group Plan. The Plan Administrator's responsibilities regarding the trust fund shall include the collection of payments and contributions to the fund and making payments and transfers from the fund as required to effect the provisions of the Group Plan.

(3) Executive Board. The Plan Administrator shall establish an Executive Board not to exceed seven members which shall consist of representatives from management appointed from the governmental agencies participating in the Plan.

The Chief Administrative Officer for the Plan Administrator shall appoint the members of the Board and designate a Chairman and Vice-Chairman who will act in the absence or disability of the Chairman.

The duties of the Executive Board shall include monitoring the financial performance of the Plan including the administration of periodic independent actuarial studies, the evaluation and recommendation of contractors to the Plan Administrator, and the negotiation of Plan changes with the Nevada Service Employees Union subject to the approval of the governing bodies.

The Board shall meet at a mutually agreed upon time at least once every other month and may hold such other meetings as circumstances may require or render desirable for the performance of its function and discharge of its duties and responsibilities.

(4) Group Health Committee. The Plan Administrator shall establish a seven-member committee which shall consist of representatives from both labor and management appointed from the governmental agencies participating in the Plan. Effective January 1, 1990, the committee shall
be increased to nine members. Effective January 1, 1995, the committee shall be increased to ten members. The committee shall meet to resolve disputes and appeals from determinations made by the Claim Administrator, and make Plan change recommendations to the Executive Board.

The Clark County Manager or his designee shall appoint the members of the committee and designate a Chairman and a Vice-Chairman who will act in the absence or disability of the Chairman.

The committee shall meet at a regularly appointed time at least once every other month and may hold such other meetings as circumstances may require or render desirable for the performance of its function and the discharge of its duties and responsibilities. A majority of the members shall constitute a quorum for all purposes. Action taken by the committee shall require a majority affirmative vote of the committee members present and voting. The committee will be responsible for Level 2 review of all adverse benefit determinations as provided by the Plan Document. The committee may review and consider coverage determinations made by the Claims Administrator, but the committee may not authorize payment for services which are not covered by the Plan, or which are specifically excluded from Plan coverage.

PLAN ADMINISTRATOR COMPENSATION. The Plan Administrator serves without compensation; however, all expenses for plan administration, including compensation for hired services, will be paid by the Plan.

CLAIMS ADMINISTRATOR IS NOT A FIDUCIARY. A Claims Administrator is not a fiduciary under the Plan by virtue of paying claims in accordance with the Plan’s rules as established by the Plan Administrator.

FUNDING THE PLAN AND PAYMENT OF BENEFITS
The cost of the Plan is funded as follows:

For Employee and Dependent Coverage: Funding is derived from the funds of the Employer and contributions made by the covered Employees.

The level of any Employee contributions will be set by the Plan Administrator subject to the provisions of any applicable collective bargaining agreement. These Employee contributions will be used in funding the cost of the Plan as soon as practicable after they have been received from the Employer or withheld from the Employee’s pay through payroll deduction or withheld from Retiree’s pension check.

Benefits are paid directly from the Plan through the Claims Administrator.

PLAN IS NOT AN EMPLOYMENT CONTRACT
The Plan is not to be construed as a contract for or of employment.

CLERICAL ERROR
Any clerical error by the Plan Administrator or an agent of the Plan Administrator in keeping pertinent records or a delay in making any changes will not invalidate coverage otherwise validly in force or continue coverage validly terminated. An equitable adjustment of contributions will be made when the error or delay is discovered. If, due to a clerical error, an overpayment occurs in a Plan reimbursement amount, the Plan retains a contractual right to the overpayment. The person or institution receiving the overpayment will be required to return the incorrect amount of money. In the case of a Plan Participant, if it is requested, the amount of overpayment will be deducted from future benefits payable.

TERMINATION OF THE PLAN
The Plan shall continue in full force and effect unless terminated, modified, altered or amended by the Plan Administrator as provided in this section.

Although the Plan Administrator has established the Plan with the bona fide intention and expectation that it will be able to make contributions indefinitely, nevertheless the County is not and shall not be under any obligation or liability whatsoever to continue its contributions or to maintain the Plan for any given length of time. The Plan Administrator may, in its sole and absolute discretion, on 30 days’ notice, discontinue such contributions to terminate the Plan in accordance with its provisions at any time without liability whatsoever for such discontinuance or termination. In the event that the Plan is terminated, the Plan will, to
the extent of funds available, continue to pay all benefits then due and payable to the Covered Individual.

FINAL AUTHORITY OF THE PLAN DOCUMENT
The terms and provisions contained in this Plan Document and Summary Plan Description shall be final and binding upon all Participants. Contradictory benefit information received from any other source will not affect the terms of the Plan as set forth herein. Participants are advised to conclusively rely upon the benefit information provided in this Plan Document and Summary Plan Description only.
APPENDIX A – SPECIAL PROVISIONS

SPECIAL PROVISIONS CONCERNING EMPLOYEES OF THE MOUNT CHARLESTON FIRE PROTECTION DISTRICT

The following provisions shall apply concerning benefits for the Employees of the Mount Charleston Fire Protection District and their covered dependents who were covered by the Public Employee’s Benefit Plan (PEBP) and who enrolled in the Plan prior to June 1, 2015.

(1) Waiting Period. A Mount Charleston Fire Protection District employee described above and his or her dependents are not required to serve a waiting period.

(2) Effective Date: June 1, 2015

SPECIAL PROVISIONS CONCERNING APPOINTED EMPLOYEES AND APPOINTED RETIREES OF THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT (LVMPD)

The following provisions shall apply concerning benefits for Appointed Employees and Appointed Retirees of the Las Vegas Metropolitan Police Department (LVMPD) and their covered dependents, effective January 1, 2016, who were covered by the LVMPD Health and Welfare Trust, or the insurance offered through the Police Protective Associate – Civilian Employees, as of December 31, 2015, or who retired as an appointed employee where the LVMPD was their last Nevada public employer.

(1) Waiting Period. An Appointed LVMPD employee/retiree described above, and his or her dependents are not required to serve a waiting period.

(2) Enrollment. An Appointed LVMPD employee described above, and his or her covered dependents, must satisfy the Plan’s requirements concerning eligibility and enrollment.

(3) Effective Date: January 1, 2016.

This Plan Document will be amended from time to time to reflect any such statutory mandates and will be made available to all participants for future reference.
GENERAL PLAN INFORMATION

TYPE OF ADMINISTRATION
The Plan is a self-funded health plan and the claims administration is provided through a third party Claims Administrator. The funding for the benefits is derived from the funds of the Employer and contributions made by covered Employees. The Plan is not insured.

PLAN NAME - Self-Funded Group Medical and Dental Benefits Plan

PLAN EFFECTIVE DATE: January 1, 2019

PLAN YEAR ENDS: December 31st

GOVERNING LAW AND FORUM: The Plan is subject to, and governed by, the laws of the State of Nevada. Any and all claims, legal actions or proceedings relating to this Plan must be brought in the Eighth Judicial District Court of the State of Nevada. The aforementioned choice of forum is mandatory and not permissive in nature.

EMPLOYER INFORMATION
Clark County, Nevada
PO Box 55171
Las Vegas, Nevada 89155-1711
702.455.4544

<table>
<thead>
<tr>
<th>ADDITIONAL PARTICIPATING EMPLOYERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clark County Water Reclamation District</td>
</tr>
<tr>
<td>702.668.8066</td>
</tr>
<tr>
<td>Las Vegas Convention &amp; Visitors Authority</td>
</tr>
<tr>
<td>702.892.7527</td>
</tr>
<tr>
<td>Regional Transportation Commission of Southern Nevada</td>
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<tr>
<td>702.676.1500</td>
</tr>
<tr>
<td>Southern Nevada Health District</td>
</tr>
<tr>
<td>702.759.1101</td>
</tr>
<tr>
<td>Mt. Charleston Fire Protection District</td>
</tr>
<tr>
<td>702.486.5123</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

PLAN ADMINISTRATOR
Clark County, Nevada
PO Box 55171
Las Vegas, Nevada 89155-1711
702.455.4544

CLAIMS ADMINISTRATOR
HealthSCOPE Benefits
27 Corporate Hill Drive
Little Rock, AR 72205
501.225.1551
IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

DATE: ____________________________

ATTEST:

BY: ____________________________
    LYNN MARIE GOYA, County Clerk

COUNTY OF CLARK

BY: ____________________________
    MARILYN KIRKPATRICK, Chair
    Board of County Commissioners

CLARK COUNTY WATER RECLAMATION DISTRICT

BY: ____________________________
    LAWRENCE L. BROWN, III,
    Chair Board of Trustees

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

BY: ____________________________
    LAWRENCE WEEKLY, Chair
    Board of Trustees

LAS VEGAS CONVENTION AND VISITORS AUTHORITY

BY: ____________________________
    LAWRENCE L. BROWN, III, Chair

LAS VEGAS VALLEY WATER DISTRICT

BY: ____________________________
    MARILYN KIRKPATRICK, President
    Board of Directors

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

BY: ____________________________
    LAWRENCE L. BROWN, III, Chair

ATTEST:

BY: ____________________________
    MARILYN SPIEGEL, Vice Chair

ATTEST:

BY: ____________________________
    JOHN ENSTMINGER, Secretary

ATTEST:

BY: ____________________________
    DEANNA HUGHES, Secretary
ATTEST:
BY: ____________________________
    ANA DIAZ, Executive Secretary

ATTEST:
BY: ____________________________
    JOSEPH P. ISER M.D.
    District Health Officer or Designee

ATTEST:
BY: ____________________________
    TRUDY CASEY, Notary

ATTEST:
BY: ____________________________
    LYNN MARIE GOYA, County Clerk

ATTEST:
BY: ____________________________
    TANAKA WILSON

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA
BY: ____________________________
    LAWRENCE L. BROWN, III, Chair

SOUTHERN NEVADA HEALTH DISTRICT
BY: ____________________________
    SCOTT BLACK, Chair

HENDERSON DISTRICT PUBLIC LIBRARIES
BY: ____________________________
    MARK MCGINTY, Chair
    Board of Trustees

MOUNT CHARLESTON FIRE PROTECTION DISTRICT
BY: ____________________________
    LAWRENCE L. BROWN, III,
    Fire Commissioner

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
BY: ____________________________
    SHERIFF JOSEPH LOMBARDO

APPROVED AS TO FORM:

STEVEN B. WOLFSON, District Attorney
BY: ____________________________
    MARY ANNE MILLER
    Deputy District Attorney
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

<table>
<thead>
<tr>
<th>Metropolitan Planning Organization</th>
<th>Transit</th>
<th>Administration and Finance</th>
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<tbody>
<tr>
<td><strong>SUBJECT:</strong> AMENDMENT TO THE AGREEMENT WITH HEALTH PLAN OF NEVADA</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PETITIONER:</strong> TINA QUIGLEY, CHIEF EXECUTIVE OFFICER</td>
<td>REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA</td>
<td></td>
</tr>
<tr>
<td><strong>RECOMMENDATION BY PETITIONER:</strong></td>
<td>THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO SIGN A RENEWAL AMENDMENT TO THE AGREEMENT WITH THE HEALTH PLAN OF NEVADA, INC. (HPN) EFFECTIVE JANUARY 1, 2020 (FOR POSSIBLE ACTION)</td>
<td></td>
</tr>
<tr>
<td><strong>GOAL:</strong> ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION COMMISSION</td>
<td></td>
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</tr>
</tbody>
</table>

**FISCAL IMPACT:**
The premium rates will increase by 3.5 percent. The estimated annual cost to the Regional Transportation Commission of Southern Nevada (RTC) to cover RTC employees will be approximately $2,026,802.32. Approximately 9.5 percent of this amount will be funded by employee contributions and the remaining amount is available in department appropriations.

**BACKGROUND:**
The Health Plan of Nevada (HPN) provides group medical and dental benefits to the employees of Clark County and affiliated entities. The attached agreement is amended to extend the period covered by the agreement for one additional year, as well to reflect any federally mandated changes to the plan. The last amendment to this contract was an approval to extend the period covered by the agreement for one additional year with a 9.9 percent premium increase on October 11, 2018.

Staff recommends approval.

Respectfully submitted,

TINA QUIGLEY
Chief Executive Officer

RTC Item #45
October 10, 2019
Consent
RFP No. 604028-16
AMENDMENT NO. 3
GROUP ENROLLMENT AGREEMENT

THIS THIRD AMENDMENT of the Group Enrollment Agreement is made and entered into as of August 1, 2019, by and between HEALTH PLAN OF NEVADA, INC. (hereinafter referred to as "Health Plan") and REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (hereinafter referred to as "Group").

RECITALS

A. Pursuant to the Group Enrollment Agreement dated September 21, 2016, with an effective date of January 1, 2017 as amended, Health Plan agreed to provide and/or arrange for the provision of health care services in exchange for certain described payment from Group.

B. Health Plan and Group have agreed to renew the Group Enrollment Agreement for another year commencing January 1, 2020, and ending December 31, 2020, and have agreed to amend certain aspects of the Group Enrollment Agreement.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Health Plan and Group agree that the Group Enrollment Agreement is amended as follows:

1. Article I is amended to state a renewal of the Group Enrollment Agreement for another year commencing January 1, 2020, and ending December 31, 2020.

2. Article II, Section A, of the Group Enrollment Agreement is deleted in its entirety and replaced by the following:
### Old Language:

**MEDICAL/ PRESCRIPTION, BHO+, DENTAL & VISION**

HPN Solutions HMO 10 CC (Direct Access), $20/$40/$70/2.5x Rx,
BHO + Dental, Vision Care Services

Domestic Partner Rider

Rates Guaranteed for Period
1/1/2019 to 12/31/2019

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<tr>
<th>Plan Description</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Individual Employee</td>
<td>$569.14</td>
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<tr>
<td>Employee &amp; Spouse</td>
<td>$1,065.53</td>
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<tr>
<td>Employee &amp; Child</td>
<td>$1,042.13</td>
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<tr>
<td>Employee &amp; Children</td>
<td>$1,042.13</td>
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<tr>
<td>Employee &amp; Family</td>
<td>$1,499.29</td>
</tr>
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</table>

### Group Medicare Advantage Rates

**Guaranteed For Period of 1/1/2019 to 12/31/2019**

<table>
<thead>
<tr>
<th>Plan Description</th>
<th>2019 UHC Medicare Advantage</th>
<th>Dental UHC MA Dental / HPN Dental for non-Medicare eligible dependents</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>$281.31</td>
<td>$29.03</td>
<td>$310.34</td>
</tr>
<tr>
<td>Employee &amp; Spouse (Two Medicare A&amp;B)</td>
<td>$562.62</td>
<td>$58.06</td>
<td>$620.68</td>
</tr>
<tr>
<td>Employee &amp; Spouse (One Medicare A&amp;B)</td>
<td>$742.42</td>
<td>$64.31</td>
<td>$806.73</td>
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<tr>
<td>Employee &amp; Child/Children (One Medicare A&amp;B)</td>
<td>$720.70</td>
<td>$62.63</td>
<td>$783.33</td>
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<tr>
<td>Employee &amp; Spouse plus Child (Three Medicare A&amp;B)</td>
<td>$813.93</td>
<td>$87.09</td>
<td>$901.02</td>
</tr>
<tr>
<td>Employee &amp; Family (Two Medicare A&amp;B)</td>
<td>$966.28</td>
<td>$88.16</td>
<td>$1,054.44</td>
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<tr>
<td>Employee &amp; Family (One Medicare A&amp;B)</td>
<td>$1,146.08</td>
<td>$94.41</td>
<td>$1,240.49</td>
</tr>
</tbody>
</table>
**New Language:**

**MEDICAL/PRESCRIPTION, BHO+, DENTAL & VISION**
HPN Solutions HMO 20 CC (Direct Access), $20/$40/$70 2.5 x Rx, BHO +, Dental, Vision Care Services
Domestic Partner Rider
Rates Guaranteed for Period 1/1/2020 to 12/31/2020

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Individual Employee</td>
<td>$589.05</td>
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<tr>
<td>Employee &amp; Spouse</td>
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<tr>
<td>Employee &amp; Child</td>
<td>$1,078.59</td>
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<td>$1,078.59</td>
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<tr>
<td>Employee &amp; Family</td>
<td>$1,551.72</td>
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**Group Medicare Advantage Rates**
Guaranteed For Period of 1/1/2020 to 12/31/2020

<table>
<thead>
<tr>
<th>UnitedHealthcare Medicare Advantage Rates</th>
<th>2019 UHC Medicare Advantage</th>
<th>Dental UHC MA Dental / HPN Dental for non-Medicare eligible dependents</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
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<tr>
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<td>Employee &amp; Spouse plus Child (Three Medicare A&amp;B)</td>
<td>$843.93</td>
<td>$87.09</td>
<td>$931.02</td>
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<tr>
<td>Employee &amp; Family (Two Medicare A&amp;B)</td>
<td>$966.28</td>
<td>$88.16</td>
<td>$1,054.58</td>
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<tr>
<td>Employee &amp; Family (One Medicare A&amp;B)</td>
<td>$1,146.08</td>
<td>$94.41</td>
<td>$1,240.49</td>
</tr>
</tbody>
</table>
- 2020 Medicare Advantage Risk Rates have been finalized. Rates assume participation of all ten entities:
  - Clark County
  - UMC
  - LVICVA
  - LVVWD
  - CCWRD
  - RTCSNV
  - SNHD
  - Henderson Public Library
  - Mt. Charleston Fire Protection District
  - Las Vegas Metropolitan Police Department Appointed Employees

3. Article VII (Coverage) of the Group Enrollment Agreement is deleted in its entirety and replaced by the following:

**Old Language**

**Benefit Plan Code/Description**

**Optional Benefit Riders:**

- HPN Solutions HMO 10 CC (Direct Access) (ACA) Medical Plan
- 3-Tier Group Prescription Drug Benefit Rider -$20/$40/$70/2.5x
- Dental Care Plus Service Rider
- Vision Care Services Rider
- Prescription and Vision
New Language

Benefit Plan Code/Description

Optional Benefit Riders:

- HPN Solutions HMO 20 CC (Direct Access) (ACA) Medical Plan
- 3-Tier Group Prescription Drug Benefit Rider - $20/$40/$70 2.5x
- Dental Care Plus Service Rider
- Vision Care Services Rider
- Prescription and Vision

4. Article IX of the Group Enrollment Agreement is deleted in its entirety and replaced by the following:

   The Open Enrollment Period shall be for a designated 31 day period between October 31 and December 31, 2019.

5. Article XVI (Entire Agreement) of the Group Enrollment Agreement, delete the title only for Exhibit 7 and replace with the following:

Old Language

- 3-Tier Group Prescription Drug Benefit Rider - $20/$40/$70/2.5x

New Language

- 3-Tier Group Prescription Drug Benefit Rider - $20/$40/$70/2.5x
6. Clark County's acceptance of the 1/1/20 group enrollment agreement is contingent upon UMC Hospital and UMC Primary/Urgent Care facilities remaining as a contracted provider in the HPN network for the duration of this agreement.

7. Rate Cap Renewal

January 1, 2021 Rate Cap Renewal

At the end of the 12 month contract period, any premium rate increase for the period January 1, 2021 through December 31, 2021 will not exceed 12.5% of the 2020 rates subject to all of the following conditions:

A. HPN HMO is offered by Clark County to its Eligible Employees on a slice basis along with the Self-Funded PPO plan.

B. The Employee contribution levels have not changed in a manner that would negatively affect the number of individuals who elect to enroll in HPN.

C. Current year benefit designs continue unchanged for the renewal policy period. If the benefits change, including any mandated benefits, the premium rates may increase or decrease dependent upon the value of the change in the actuarial value of the benefit change.

D. This premium rate increase limitation assumes that any adjustment for age/sex and demographic factor changes (average contract mix ratio) as determined solely by HPN does not exceed by 5% those factors used to determine the rates. In the event such factors change by 5% or more, HPN shall be permitted to adjust upward the rate increase limitation described above by the entire amount or applicable percentage of such change.

E. HPN shall reserve the right to adjust the premium rate increase limitation described above due to any potential known or unknown federal and state taxes and assessments including those from the Patient Protection and Affordable Care Act (PPACA). The incremental cost of any PPACA expenses, as well as any other taxes or assessments will be in addition to the rate increase limitation.
8. All other terms and conditions set forth in the Evidence of Coverage and Group Enrollment Agreement shall remain in full force and effect.

(Remainder of page intentionally left blank)
IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intended to be legally bound thereby.

DATE:

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

BY: ______________________________
    TINA QUIGLEY
    Chief Executive Officer

APPROVED AS TO FORM:

__________________________
ANA DIAZ
Executive Secretary

Health Plan of Nevada, Inc.

BY: ______________________________
    SUSAN E. VOGEL
    Chief Financial Officer
    Health Plan of Nevada
REGIONAL TRANSPORTATION COMMISSION  
OF  
SOUTHERN NEVADA  

AGENDA ITEM  

Metropolitan Planning Organization [ ]  
Transit [ ]  
Administration and Finance [ X ]  

SUBJECT: RESIGNATION OF CHIEF EXECUTIVE OFFICER  

PETITIONER:  TINA QUIGLEY, CHIEF EXECUTIVE OFFICER  
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA  

RECOMMENDATION BY PETITIONER:  
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ACCEPT THE RESIGNATION OF THE CHIEF EXECUTIVE OFFICER (FOR POSSIBLE ACTION)  

GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM  

FISCAL IMPACT:  
None  

BACKGROUND:  
Ms. Tina Quigley, Chief Executive Officer (CEO) for the Regional Transportation Commission of Southern Nevada (RTC), announced her intent to step down as CEO of the RTC at the September 12, 2019 Board of Commissioners (Board) meeting. Ms. Quigley tendered her formal resignation to the Board with the attached letter. Her resignation is effective November 14, 2019.  

Respectfully submitted,  

M.J. MAYNARD  
Deputy Chief Executive Officer  

RTC Item #46  
October 10, 2019  
Consent
September 10, 2019

RETIREMENT FROM THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

Dear Chairman Brown,

It is with mixed feelings that I tender my letter of resignation. After 14 years with the RTC, and 15 years with the Clark County Department of Aviation, I will be retiring effective Nov 14, 2019.

We have done great things together as an agency over the years. I will forever be grateful to have worked for such a dynamic, forward thinking, and one-of-a-kind regional agency.

I see a future for the RTC full of opportunities, ranging from the use of advanced transportation technologies to new ways of performing regional planning. The RTC has put together a tremendous caliber of staff, and I leave at a time the agency is well positioned to carry out our vision. It is my hope that we continue to embrace collaboration and partnerships as we forge ahead with our future vision and strategic goals.

Thank you for your leadership and guidance.

With sincere thanks to all,

Tina Quigley

CC: Sydney Komarmy
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: MEMBER APPOINTMENTS
PETITIONER: TINA QUIGLEY, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ACCEPT STAFF RECOMMENDATIONS FOR APPOINTMENTS TO THE TRANSPORTATION ACCESS ADVISORY COMMITTEE (FOR POSSIBLE ACTION)

GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM

FISCAL IMPACT:
None by this action

BACKGROUND:
Regional Transportation Commission of Southern Nevada (RTC) staff recommends the appointments of Dr. Christine Moninghoff and Mr. Chuck Neuwohner to the Transportation Access Advisory Committee (TAAC or Committee). Dr. Moninghoff serves as the Director of Psychological Services for the Desert Regional Center. Mr. Neuwohner is the Director of Workforce Development for Opportunity Village.

TAAC provides input on the transportation-related concerns and needs of seniors and persons with disabilities in Southern Nevada as it relates to the RTC’s various responsibilities, including public transportation, federal planning requirements, streets and highways funding and the freeway and arterial system. TAAC also serves to meet the requirements for public participation as set forth in Section 5310 Transportation for Elderly Persons and Persons with Disabilities.

With RTC Board of Commissioners approval, the terms for both Dr. Moninghoff and Mr. Neuwohner would end in June 2021 in accordance with the RTC Policies and Procedures for the Committee. These appointments would increase the number of TAAC members from the current 10 to 12, and this is below the maximum of 16 members as set forth in the RTC Policies and Procedures. RTC staff recommends approval.

Respectfully submitted,

TINA QUIGLEY
Chief Executive Officer
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: SELECTION OF CHIEF EXECUTIVE OFFICER

PETITIONER: TINA QUIGLEY, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) DISCUSS THE APPOINTMENT OF OR THE SELECTION PROCESS FOR A CHIEF EXECUTIVE OFFICER AND DIRECT STAFF ACCORDINGLY (FOR POSSIBLE ACTION)

GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM

FISCAL IMPACT:

None

BACKGROUND:

At the Regional Transportation Commission of Southern Nevada (RTC) Board of Commissioners (Board) meeting held on September 12, 2019, Ms. Tina Quigley, Chief Executive Officer (CEO) for the RTC, tendered her resignation, effective November 14, 2019. RTC staff seeks direction from the Board on the appointment of or the selection process for a new CEO.

Respectfully submitted,

M.J. MAYNARD
Deputy Chief Executive Officer

RTC  Item #48
October 10, 2019
Non-Consent
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

<table>
<thead>
<tr>
<th>Metropolitan Planning Organization</th>
<th>Transit</th>
<th>Administration and Finance</th>
</tr>
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</table>

SUBJECT: DISCUSS MATTERS RELATED TO POTENTIAL OR EXISTING LITIGATION

PETITIONER: TINA QUIGLEY, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) RECEIVE INFORMATION FROM LEGAL COUNSEL REGARDING POTENTIAL AND EXISTING LITIGATION INVOLVING A MATTER OVER WHICH THE RTC HAS SUPERVISION, CONTROL, JURISDICTION, OR ADVISORY POWER AND TO DELIBERATE TOWARD A DECISION ON THE MATTER (Note: This item may be closed to the public pursuant to Nevada Revised Statute 241.015(3)(b)(2) in order to discuss legal matters.) (FOR POSSIBLE ACTION)

GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM

FISCAL IMPACT:
None

BACKGROUND:
Nevada Open Meeting Law allows the Regional Transportation Commission of Southern Nevada (RTC) Board of Commissioners (Board) to conduct a closed session to receive information from its attorney regarding potential or existing litigation involving a matter over which the RTC Board has supervision, control, jurisdiction, or advisory power and to deliberate toward a decision on the matter.

Respectfully submitted,

TINA QUIGLEY
Chief Executive Officer

RTC Item #49
October 10, 2019
Non-Consent
# REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

## AGENDA ITEM

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<tr>
<td><strong>SUBJECT:</strong> CITIZENS PARTICIPATION</td>
<td></td>
<td></td>
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<tr>
<td><strong>PETITIONER:</strong> TINA QUIGLEY, CHIEF EXECUTIVE OFFICER</td>
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<tr>
<td>REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>RECOMMENDATION BY PETITIONER:</strong> THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) CONDUCT A COMMENT PERIOD FOR CITIZENS PARTICIPATION</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>GOAL:</strong> ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM</td>
<td></td>
<td></td>
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</tbody>
</table>

## FISCAL IMPACT:
None

## BACKGROUND:
In accordance with State of Nevada Open Meeting Law, the Regional Transportation Commission of Southern Nevada (RTC) Board of Commissioners shall invite interested persons to make comments. For the initial Citizens Participation, the public should address items on the current agenda. For the final Citizens Participation, interested persons may make comments on matters within the RTC Board of Commissioners’ jurisdiction, but not necessarily on the current agenda.

No action can be taken on any matter discussed under this item, although the RTC Board of Commissioners can direct that it be placed on a future agenda.

Respectfully submitted,

TINA QUIGLEY
Chief Executive Officer

RTC Item #50
October 10, 2019
Non-Consent